

BASE HOSPITAL
Emergency Medical Services - Supporting Service Agreement

This Base Hospital Emergency Medical Services—Supporting Service Agreement ("Agreement") is made between **TUCSON MEDICAL CENTER**, an Arizona nonprofit corporation, ("Base Hospital") located at 5301 East Grant Road, Tucson, Arizona 85712 and **BISBEE FIRE DEPARTMENT** ("Agency"), whose address is 192 Highway 92, Bisbee AZ 85603..

1 **Authorization.** The following state laws are applicable and incorporated by reference:

- 1.1 Arizona Revised Statutes, Title 36, Chapter 21.1;
- 1.2 Arizona Administrative Code, Title 9 Chapter 25, Article 2

2 **Definitions.**

2.1 Administrative Medical Direction. The development of Emergency Medical Services ("EMS") policies, procedures, and programs related to education and evaluation of prehospital EMS personnel. Base Hospital Medical Director shall be responsible for administrative medical direction of prehospital personnel assigned to the base hospital.

2.2 Medical Direction Authority. An emergency physician or intermediary who is designated to render on-line medical supervision of EMS personnel. On-line supervision will be direct (conveyed between physician and EMS personnel via person-to-person, two-way radio, or telephone conversation) or indirect (conveyed by an intermediary). On-line medical direction by the Base Hospital will be exercised according to the attached Medical Direction Plan (Attachment A).

3 **Scope of Services.** Agency and Base Hospital agree to fully comply with the requirements of the Arizona EMS Statutes and Regulations, including the following specific provisions: Agency agrees to maintain certified EMS personnel and appropriately-equipped vehicles; maintain Base Hospital certification; provide medical direction to the certified EMS personnel assigned to Base Hospital, and provide supervision and direction to EMS personnel in conformance with EMS Statutes and Regulations.

4 **Medical Direction Plan.** The Medical Direction Plan shall be binding on Agency and Base Hospital.

5 **Term and Termination.** The term of the Agreement shall be two years, commencing on OCTOBER 1, 2016. Either party may terminate this agreement without cause upon thirty days notice to the other party, or for cause (defined as a material breach/violation of a provision of this Agreement, upon ten (10) days advance written notice, provided the breaching party does not cure the breach within the ten-day notice period.

6 **No Monetary Consideration.** This Agreement is cooperative; an accommodation to both parties, and shall be free of monetary considerations.

7 **Reporting.** Agency will report to Base Hospital all known instances of incompetence or unprofessional conduct by EMS personnel. Reciprocal reporting will be done by Base Hospital to Agency's EMS personnel supervisor. Hospital reserves the right to withdraw on-line or administrative medical direction from any Agency EMS personnel following consultation with said EMS individual and Agency's supervisor.

8 **Insurance.** Agency shall furnish Base Hospital a certificate evidencing comprehensive insurance coverage or self insurance for general and professional liability and automobile (ambulance) liability, naming Base Hospital as an additional named insured in an amount not less than One Million dollars (\$1,000,000) per incident/ Three Million Dollars (\$3,000,000) annual aggregate. The certificate shall state that Base Hospital shall receive not less than thirty (30) days advance notice of cancellation or substantial change in coverage.

9 **Allocation of Liability in the Event of a Liability Claim.** Each party hereto acknowledges that in the event of a liability claim from a patient or other third party, based on a tort or other allegation, that each party shall be responsible for its pro rata share of liability, if at all. In order to provide for the defense and to insure against such claims, each party shall maintain adequate general and professional liability coverage, through insurance carriers, self-insurance, or a combination thereof. Each party shall provide the other with certificates of insurance with a

provision that coverage shall not be reduced without at least thirty (30) days notice to the other party. Thus, neither party to this Agreement contractually agrees to indemnify or to hold harmless the other party from liability hereunder. The parties agree to cooperate in the defense of any action brought naming both parties. However, if Arizona law provides for either a right to indemnity and/or a right to contribution to either party, as a matter of law and not as a result of a right of contract indemnity, then the right to pursue one or both of these remedies is preserved to the parties. Where both Hospital and Agency, including their employees, agents or representatives, participated in the liability causing event, each party shall contribute to the common liability a pro rata share based upon its relative degree of fault as established by compromise, arbitration or litigation.

10 Nondiscrimination. Both parties shall comply with Executive Order Number 99-4 (as thereafter amended) issued March 1, 1999 by the Governor of the State of Arizona prohibiting discrimination in employment by government contractors or subcontractors.

11 Independent Contractors. The parties' are independent contractors. This Agreement does not create any employment, agency, franchise, joint venture, partnership, or other similar legal relationship between Agency and Base Hospital. Party has the authority to bind or act on behalf of the other party except as specifically stated herein.

12 Exclusion from Federal Health Care Programs. Agency represents that it has not been nor is it about to be excluded from participation in Medicare, Arizona's AHCCCS program, or any other state or federal health care program, and shall notify Base Hospital within one (1) business day of its receipt of notice of intent to exclude or actual notice of exclusion from any such program.

13 Assignment. Agency may not assign, subcontract, or delegate any rights hereunder without the written consent of Hospital. Hospital shall have the right to assign its interest under this Agreement to any related entity (i.e., parent, subsidiary, or an entity resulting from a sale of all or substantially all of Hospital's assets or from a merger or consolidation with or into another entity).

14 Hospital Workplace Policies and Safety. Agency shall maintain the cleanliness and safe condition of Hospital premises and comply with all workplace policies of Hospital while on Hospital premises. Agency shall comply with Hospital's Corporate Compliance Program, copies available on request.

15 GENERAL PROVISIONS.

15.1 Notice. Notices or communications to be given under the Agreement shall be provided to the appropriate Party in writing either by personal delivery, commercial delivery service, confirmed telefacsimile or registered or certified mail, postage prepaid, to the address set forth in the Agreement, or at such other addresses and to such other persons as a Party may from time to time designate by notice given as herein provided. Such notices or communications shall be deemed to have been given upon receipt if by personal delivery, three (3) business days after deposit in the United States mail if sent by regular, registered, or certified mail, postage prepaid, one (1) business day after delivery if by an commercial delivery service, or upon transmission confirmation if by telefacsimile.

15.2 Entire Agreement. The Agreement, including any amendments and any exhibits or addenda specifically referenced herein, constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous discussions, representations, correspondence, offer letters, memoranda, and agreements, whether oral or written, pertaining thereto.

15.3 Construction; Amendments. The language of the Agreement shall be construed as a whole according to its fair and common meaning. The various titles of the sections herein are used solely for convenience and shall not be used for interpretation or construing any word, clause, paragraph, or subparagraph of the Agreement. By executing the Agreement, the Parties acknowledge that they have been represented, or had the opportunity to be represented, by independent counsel, and have had the opportunity to review and consider the terms of the Agreement. Except as set forth herein, the Agreement shall be amended only by a written instrument signed by the Parties.

- 15.4 Counterparts. The Agreement may be executed electronically, in accordance with the Arizona Revised Statutes § 44-7001 *et seq.*, and in multiple counterparts. Each counterpart shall be considered an original.
- 15.5 Further Acts. The Parties each agree to cooperate fully with each other to take such further action and execute such other documents or instruments as necessary or appropriate to implement the Agreement.
- 15.6 Assignment. This Agreement may be assigned by TMC to any Affiliate of TMC HealthCare, or any corporation or other entity succeeding to the business of TMC in connection with the merger, consolidation or transfer of all or substantially all of the assets and business of TMC or with a corporate reorganization involving TMC. The Agreement is for the personal services of the Physician, and so the Physician may not assign the Agreement or delegate or his or her rights, duties or obligations under the Agreement to any other person or entity without the prior written consent of TMC.
- 15.7 No Third Party Beneficiaries. The Agreement shall be binding upon and inure to the benefit of the Parties, their successors, and permitted assigns. Nothing in the Agreement is intended, nor shall be deemed, to confer any benefits on any third party, including without limitation any patients of TMC, nor shall such person or entity have any right to seek, enforce, or recover any right or remedy with respect hereto.
- 15.8 Patient Complaints. The Parties agree to cooperate with each other in the resolution of any patient complaints arising out of the Services. All patient complaints shall be resolved in accordance with the policies and procedures established by TMC.
- 15.9 Severability. If any term or provision of the Agreement is held illegal, invalid or unenforceable to any extent, the remainder of the Agreement shall not be affected thereby and each term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law. In lieu of each such illegal, invalid or unenforceable provision the Parties shall use their best efforts to add as a part of the Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be legal, valid, and enforceable.
- 15.10 Waiver. Waiver by a Party of a breach or violation of any provision of the Agreement shall not operate as, or be construed to be, a waiver of any prior, concurrent or subsequent breach of the same or similar provision. None of the provisions of the Agreement shall be considered waived by a Party unless such waiver is given in writing.
- 15.11 Force Majeure. No Party shall be liable or be deemed in breach of the Agreement for any failure or delay of performance which results, directly or indirectly, from acts of God, acts of terrorism, natural disaster, civil or military authority, public disturbance, accidents, fires, or any other cause beyond the reasonable control of such Party.
- 15.12 Governing Law; Venue. The Agreement shall be construed and governed according to the laws of the State of Arizona, without giving effect to its conflict of laws provisions. The Parties agree that the Agreement is executed and shall be performed in Pima County, Arizona and venue of all disputes, claims, and lawsuits arising hereunder shall lie in Pima County, Arizona.
- 15.13 Remedies. The remedies provided to the Parties by the Agreement are not exclusive or exhaustive, but are cumulative of each other and in addition to any other remedies the Parties may have.
- 15.14 Attorney Fees. If either Party brings an action against the other to enforce any condition or covenant of the Agreement, the prevailing Party, in addition to other relief awarded by a court or arbitrator, shall be entitled to recover from the other Party its court costs and reasonable attorney's fees incurred in such action.

15.15 Dispute Resolution. In addition to any other applicable provision in the Agreement, and subject to the right of either Party to seek a temporary restraining order or temporary injunction from any court of competent jurisdiction to preserve the *status quo*, the Parties will make a good faith effort to resolve any claim or controversy arising out of or relating to the Agreement or an alleged breach hereof, including any claim or controversy relating to TMC's policies and procedures. If a satisfactory resolution does not arise from informal discussions, either Party may submit to the other a written request for mediation, including a description of the claim or controversy. The Party receiving the request must respond to the other Party within ten (10) business days by accepting, rejecting or modifying the mediation request. The costs of mediation shall be borne equally by the Parties. Any mediation shall be held in Tucson, Arizona for the convenience of the Parties.

15.16 Corporate Compliance Program. As required by the Deficit Reduction Act of 2005, TMC and its Affiliates provide employees, contractors, and agents of TMC and its Affiliates with information about its policies and procedures in the detection and prevention of fraud, waste, and abuse, and applicable summaries of Federal and State Laws. TMC has in place a Corporate Compliance Program to ensure compliance with Federal, State, and local laws and regulations. The Physician will provide the Services in accordance with TMC's Corporate Compliance Program. Corporate compliance policies are available on request.

HOSPITAL:
Tucson Medical Center

AGENCY:

By: Karen Mlawsky
Printed Name: Karen Mlawsky
Title: COO

By: Mark Burneleit
Printed Name: Mark Burneleit
Title: Fire Chief
Telephone: (520) 432-4110
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EMS MEDICAL DIRECTION PLAN

General Conditions

Base Hospital will comply with all aspects of Title 9, chapter 25, Article 2 of the Arizona Administrative Code ("AAC").

- I. **Personnel Assignment.** The Agency will comply with the personnel assignment requirements as detailed in Article 2. Agency's personnel assigned to the Base Hospital will be designated as follows: Certified EMS personnel as specified on current BLS/ALS Duty Rosters provided by the Agency. Additional EMS personnel may be assigned to the Base Hospital, as specified on Duty Rosters. This does not include first responders. This Agreement does not provide medical oversight for personnel certified or otherwise trained below the level of EMT-Basic.
 - A. The Agency will not concurrently assign personnel to any other Base Hospital for the purpose of receiving administrative medical direction, as specified in Article 2 of AAC. All personnel assigned for duty will have current state certification, CPR, and ACLS, as required. The agency will provide a current list of assigned personnel to the base hospital every three (3) months. Information on the roster will include expiration dates for certification, CPR and ACLS, as required. Personnel shall be immediately withdrawn from duty by the Agency should any state-required certifications lapse and the Base Hospital will be notified immediately.
 - B. The Agency shall notify the Base Hospital with thirty (30) days of any personnel who are being reassigned to another facility or deleted from duty rosters. The Agency shall notify the Base Hospital with ten (10) working days of any personnel newly assigned to the Base Hospital for administrative medical direction.
 - C. The Agency will comply with the working communication equipment as detailed in Article 2. The Agency will provide field units with equipment, which will allow Base Hospital medical direction direct communication with emergency medical technicians.
- II. **State Guidelines for Medical Direction Plans.**
 - A. Arizona State Administrative Rules, Medical Direction Plan, and Base Hospital Policies shall guide the activities of the Agency and Base Hospital Medical Direction authorities, both on line and administratively. In accordance with Article 2, shall include treatment, triage assessment, and communications protocols.
- III. **Medical Direction Protocols.**
 - A. This Medical Direction Plan and Base Hospital Policies and Protocols are intended to serve as guidelines for both the directing physician and the responding EMS personnel at an emergency scene, until transfer of the patient to a receiving facility or another Medical Direction authority occurs.
- IV. **Drug Control.**
 - A. The current Arizona Department of Health Services Revised Drug Lists and Drug Box Implementation Procedures are to be considered binding on the Agency and the Base Hospital. The Drug List(s) and Drug Box Implementation Procedures may be modified without amendment to this Agreement, so long as the modifications are in writing and in accordance with Arizona Department of Health Services (ADHS). Drug box contents shall, at all times, be considered property of the Base Hospital and subject to the re-supply and restocking policies of the hospital. Security of the drug box is the sole responsibility of the Agency and their policies must adhere to ADHS. The drug box shall be considered property of the purchasing party.
 - B. The Base Hospital agrees to restock drugs when expended in the delivery of patient care. The billing will be carried out by the party restocking the box.
 - C. The Agency agrees that their drug box security policies shall adhere to those of the Base Hospital and ADHS. The Agency agrees that the drug box will be secured in a locked cabinet on the vehicle, or will be secured in a locked box at the station, as appropriate. Drugs and ALS supplies shall be administered only by state-certified ALS personnel, only within the conduct and scope of their training and only as part of providing emergency treatment to their patients.

- D. The Agency further agrees that, upon arrival at the receiving hospital, EMS personnel shall remain with the patient until patient care has been assumed by nursing personnel at the receiving facility and a verbal report of patient condition has been given. A complete, signed first care form will be left for the patient's medical record. An itemized list of all drugs, drug wastage, and procedures used in the treatment of the patient will be documented on the form. In addition, a signature from an authorized staff RN or physician, indicating a transfer of care, will be obtained.
- E. A copy of the first care form for each and every EMS patient encounter by personnel assigned to the Base Hospital under this agreement will be submitted to the Prehospital Manager monthly for administrative review as indicated by the Prehospital QA/CQI Review process of the Base Hospital.

V. Education and Quality Review.

- A. The Agency will assist the Base Hospital with information collection and analysis for Quality Assurance Review of Medical Direction concerns. Each Agency shall designate one representative of each level of EMS provider employed with said Agency to assist with the Quality Improvement Process.
- B. While safeguarding the provisions of hospital, agency and patient privacy and budgetary constraints, the Base Hospital will assist in providing patient outcome data when requested by the Agency, in conjunction with its Medical Director, for study and evaluation of prehospital EMS safety and efficacy.
- C. The Agency and Base Hospital will comply with prehospital training experience requirements as outlined in Article 2 and Base Hospital Policies.
 - 1) The Base Hospital shall provide for at least the minimum annual field experience or case review equivalency where applicable under EMS statutes and regulations, for all individuals who function as the Base Hospital's Medical Direction authorities or intermediaries. The Agency shall provide the prehospital experience requirements for Base Hospital Emergency Department personnel.
 - 2) The Base Hospital shall conduct at least the minimum formal prehospital care review and prehospital care continuing education for prehospital EMS personnel administratively assigned to the Base Hospital by the Agency, as outlined by EMS statutes and regulations. This shall include training for any new ADHS approved required treatment, protocol, or drug within 90 days of receiving notification from the department that the training has been adopted. The Base Hospital program shall provide for supervised clinical training to be used for continuing education required for Arizona Department of Health Services (ADHS) recertification. A schedule of such meetings shall be provided to the Agency regularly. Assigned EMS personnel should attend a minimum of four (4) of the required twelve (12) case reviews/base hospital lectures at their assigned Base Hospital during each recertification period.
 - 3) The Base Hospital and Agency shall participate in the Prehospital Care Committees. This Committee shall, in addition to duties required by EMS Regulations, assure appropriate case reviews of EMS encounters and on-line medical direction.
 - 4) The Agency shall notify the Base Hospital, in writing, ten (10) days prior to sponsoring Advanced Training/Permissive Skills courses. Included in the notification will be a prospective course roster, dates, location, and course objectives/outline per current certified state curriculum. The Agency will also inform EMS personnel of the Base Hospital's policy regarding use of the particular Advanced Skill. Final course roster, program dates, location, and course objectives/outline will be submitted to the Base Hospital as proof of successful course completion.

VI. Other Supporting Services.

- A. Policy for Direct Exchange Items used in patient care:
 - 1) Items that will be directly exchanged with the Agency's EMS personnel will include:
 - a) Linen will be directly exchanged with EMS personnel in equivalent quality and numbers.
- B. Communicable Disease Notification Policy.
 - 1) The Base Hospital and the Agency agree to adhere to the sub-regional Infectious Disease Notification protocol. Upon gaining confirmation that EMS personnel were exposed to a potentially infectious disease or bio-hazardous waste, the hospital's infection control department

will notify the Agency's designated infection control officer as soon as possible. Documentation and follow-ups of bio-hazardous exposures shall be in accordance with regional, state, and federal regulations. The Prehospital Manager will act as liaison if necessary.

C. Bio-hazardous Waste Management:

- 1) Appropriate handling and disposal of bio-hazardous waste will be expected of all personnel.
- 2) The Agency, pursuant to the Infection Control Manual, has authority to package contaminated waste generated during patient care and dispose of in appropriate receptacles at the Base Hospital. The Base Hospital will dispose of the waste per their waste management protocols.

D. Soiled Retrievable Items:

- 1) Retrievable items belonging to the Agency, such as MAST suits, traction splints, KED, and spine boards, that are soiled and/or must remain with the patient, shall be accounted for, cleaned of gross contaminants, and stored by hospital staff once removed from the patient. Agency EMS personnel will arrange to pick up items as quickly as possible.

VII. Problem-Solving and Grievance Procedure.

The Agency and Base Hospital agree to jointly address problems which may arise concerning the performance, competence, or medical inter-relationships of EMS personnel and Emergency Department personnel. This shall also include a procedure for suspension/withdrawal of Medical Direction. Problem-solving and grievance procedures are outlined in Base Hospital policy. All agencies and EMS personnel agree to the conditions outlined therein.