

ALS BASE HOSPITAL AFFILIATION AGREEMENT

THIS ALS BASE HOSPITAL AFFILIATION AGREEMENT (“Agreement”) is made and entered into as of the later of July 10, 2023, or the execution of the Agreement by both parties (the “Effective Date”) by and between SMSJ TUCSON HOLDINGS, LLC, a Delaware limited liability company, doing business as ST. JOSEPH’S HOSPITAL (“Hospital”) and CITY OF BISBEE BY AND THROUGH THE CITY FIRE DEPARTMENT (“EMS Provider”).

RECITALS:

- A. Hospital is an ALS Base Hospital certified by the State of Arizona (“State”) under Article 2 of Title 9, Chapter 9 of the Arizona Administrative Code.
- B. Hospital employs and/or contracts with certified and/or qualified personnel duly licensed in the State with expertise in providing administrative medical direction and other services for entities such as EMS Provider as required by State regulations.
- C. EMS Provider is in need of certain administrative medical direction necessary for its operation and licensure (the “Services”).
- D. EMS Provider and Hospital agree it is in the best interest of each party to provide quality patient care in a cost-effective and efficient manner for EMS Provider to contract with Hospital to provide the Services.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein set forth, it is agreed as follows:

1. **SERVICES.** Hospital shall perform Services and such other duties as stated in Exhibit A attached hereto and incorporated herein by this reference through employees and/or contractors of Hospital (“Hospital Staff”) who are qualified and appropriately licensed and certified, and/or registered to perform all functions assigned to them by Hospital in connection with the Services. Hospital, through its Chief Executive Officer and/or designee, and EMS Provider shall coordinate their activities at Hospital.

2. **ACCESS TO BOOKS AND RECORDS.** If the value or cost of Services rendered to EMS Provider pursuant to this Agreement is \$10,000 or more over a 12-month period, in accordance with section 1861(v)(1)(I) of the Social Security Act, Hospital agrees that at least for four (4) years after the furnishing of such Services, Hospital shall, upon written request, make available to the Secretary of the United States Department of Health and Human Services (the “Secretary”), the Comptroller General of the United States, or their respective duly-authorized representatives, such books, documents, and records as may be necessary to certify the nature and extent of the cost of such Services. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

3. **REPRESENTATIONS AND WARRANTIES.** EMS Provider represents and warrants to Hospital as follows: (i) EMS Provider is not bound by any agreement or arrangement which would

preclude EMS Provider from entering into this Agreement; (ii) EMS Provider's license or certification in the State or in any other jurisdiction has never been denied, suspended, revoked, terminated, relinquished under threat of disciplinary action, or restricted in any way; (iii) EMS Provider has, and shall maintain throughout this Agreement, all appropriate federal and State licenses and certifications which are required in relation to the Services under this Agreement; (iv) all drivers employed by EMS Provider will at all times hold valid drivers' licenses, with appropriate passenger endorsements, issued by the State Department of Motor Vehicles. All vehicles used by EMS Provider will be properly maintained and will comply with all applicable regulations and inspections requirements of the State Department of Public Safety ("DPS") and any other applicable governmental or non-governmental agencies; (v) EMS Provider shall compensate any physician affiliated with EMS Provider, including but not limited to any physician shareholder, member, partner, employer and/or independent contractor, in a manner that is commercially reasonable and consistent with fair market value, and that does not vary with or reflect or relate to either directly or indirectly, the volume or value of any actual or anticipated patient referrals to, or other business generated for, the Hospital; (vi) EMS Provider shall comply with all relevant claims submission and billing laws and regulations.

4. CONFIDENTIALITY.

a. The parties agree to maintain, hold as confidential and not disclose the terms of this Agreement or any confidential or proprietary information that either party may be provided during the term of this Agreement to any other person (with the exception of either party's legal counsel, accountant or financial advisors), unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to in writing by the other party ("Confidential Information"). With respect to any patient or medical record information regarding Hospital patients, the parties shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of Hospital and its medical staff, regarding the confidentiality of such information, including, without limitation, all applicable provisions and regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

b. As between Hospital, its affiliates, and EMS Provider, any Confidential Information of Hospital or its affiliates or Data provided to or learned by EMS Provider for any purpose, in connection with any software pursuant to this Agreement, shall be deemed to be the exclusive property of Hospital. In no event shall EMS Provider claim any rights with respect to such Confidential Information or Data or take any action with respect to such Confidential Information or Data that is inconsistent with the duties of a bailee for hire or in addition to the services EMS Provider is authorized to provide under this Agreement, without prior written consent of Hospital or its affiliates. Additionally, EMS Provider shall not use, authorize to use or disclose the Data received from Hospital for the purpose of developing information or statistical compilations for use by third parties or other division or subsidiary of EMS Provider or for any commercial exploitation, unless otherwise agreed upon in writing by Hospital or its affiliates. Moreover, EMS Provider hereby waives any and all statutory and common law liens it may now or hereafter have with respect to data derived from Hospital's or any of its affiliate's Confidential Information or Data. For purposes hereof, "Data" means all tangible data elements belonging to Hospital or its affiliates under the terms of this Agreement. Data specifically includes, but is not limited to, patient identification information, patient medical records, financial information,

business forecasts, personnel information, customer lists, marketing information, Medicare, Medicaid and other payor information, reimbursement information, and other information relating to the business of Hospital or any affiliate thereof or their respective patients, clients or customers.

c. Hospital acknowledges and agrees that EMS Provider may use certain Data in connection with its billing for its services, which billing is provided by a third-party billing services contractor. In addition, Hospital acknowledges and agrees that EMS Provider may use certain Data to meet its regulatory reporting requirements and in connection with any non-commercial health information studies in which EMS Provider is a participant.

5. **DISCLOSURE OF TERMS OF AGREEMENT.** The Parties understand that the EMS Provider is an Arizona municipal corporation, subject to the public records and open meeting laws of the State of Arizona. This Agreement will need to be approved by the City Council for the City of Bisbee at a properly noticed public meeting, with a complete copy of the Agreement being attached to the agenda of such meeting. With this understanding, neither party shall refer to the existence of this Agreement or disclose its terms to any third party in any advertising, marketing, publicity or other materials, without the prior written consent of the other party. Neither party shall use the name, trade name, trademarks, service marks or logos of the other party or any of its affiliates in any press release, advertising, marketing, publicity or other materials, without the prior written consent of the other party. Neither party shall represent, directly or indirectly, that any product or service of the other party has been approved or endorsed by the receiving party or any of its affiliates, without the prior written consent of the other party. Notwithstanding the prohibitions in this Section, either party may disclose the existence or terms of this Agreement to a third party where required by law, including but not limited to open records laws and regulations, or in response to a validly issued subpoena.

6. **INDEPENDENT CONTRACTOR.** In performing the Services herein specified, Hospital is acting as an independent contractor, and neither Hospital nor any Hospital Staff shall be considered employees of EMS Provider. Hospital shall perform at all times in accordance with currently approved methods and standards of practice for Services in the medical community. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

7. **Term.** The term of this Agreement ("Term") shall be two (2) years commencing on the Effective Date. If the parties continue to abide by the terms and conditions of this Agreement without having executed a renewal or extension of this Agreement or advised the other party of such party's intent not to renew or extend this Agreement, then this Agreement shall automatically be extended on a month-to-month basis for up to six (6) months.

8. **TERMINATION.**

a. **Termination Without Cause.** Either party may, in its sole discretion, terminate this Agreement without cause by giving the other party at least ninety (90) days prior written notice.

b. **Termination for Breach.** Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach

continues for 15 days after receipt by the breaching party of written notice of such breach from the non-breaching party.

c. **Termination for Changes in Law.** In the event that any governmental or nongovernmental agency, or any court or administrative tribunal passes, issues or promulgates any new, or change to any existing, law, rule, regulation, standard, interpretation, order, decision or judgment (individually or collectively, "Legal Event"), which a party (the "Noticing Party") reasonably believes (i) materially and adversely affects either party's licensure, accreditation, certification, or ability to refer, to accept any referral, to present a bill or claim, or to receive payment or reimbursement from any governmental or non-governmental payor, or (ii) indicates a Legal Event with which the Noticing Party desires further compliance, then, in either event, the Noticing Party may give the other party thirty (30) days prior written notice of its intent to amend or terminate this Agreement. Notwithstanding the foregoing, the Noticing Party may propose an amendment to the Agreement to take into account the Legal Event, and, if accepted by the other party prior to the end of the thirty (30) day notice period, the Agreement shall be amended as of the date of such acceptance and if not amended shall automatically terminate.

d. **Effect of Termination.** As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except: (a) as otherwise provided herein; (b) for rights and obligations accruing prior to such effective date of termination; and (c) arising as a result of any breach of this Agreement.

9. **INTENTIONALLY OMITTED.**

10. **INDEMNIFICATION.** Both parties mutually agree to indemnify and hold each other harmless from and against all liability, losses, damages, claims, causes of action, cost or expenses (including reasonable attorneys' fees), which directly or indirectly arise from the performance of the Services hereunder by the indemnifying party, its agents, servants, representatives and/or employees.

11. **ARBITRATION.** Any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof shall be determined and settled by final and binding arbitration in the county in which the Hospital is located in accordance with the Commercial Rules of Arbitration ("Rules") of the Judicial Arbitration and Mediation Services ("JAMS") before one arbitrator applying the laws of the State. The parties shall attempt to mutually select the arbitrator. In the event they are unable to mutually agree, the arbitrator shall be selected by the procedures prescribed by the JAMS Rules. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereof may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both parties. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

12. **ENTIRE AGREEMENT; MODIFICATION; GOVERNING LAW; COUNTERPARTS; NOTICES; WAIVER; ASSIGNMENT.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This

Agreement may not be amended or modified except by mutual written agreement. This Agreement shall be construed in accordance with the laws of the State, which provision shall survive the expiration or other termination of this Agreement. This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement. All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier, addressed at the place identified on the signature page below. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure. EMS Provider shall not assign or transfer, in whole or in part, this Agreement or any of EMS Provider's rights, duties or obligations under this Agreement without the prior written consent of Hospital, and any assignment or transfer by EMS Provider without such consent shall be null and void. This Agreement is assignable by Hospital without consent or notice.

13. **REFERRALS.** The parties acknowledge that none of the benefits granted EMS Provider hereunder are conditioned on any requirement that EMS Provider make referrals to, be in a position to make or influence referrals to, or otherwise generate business for Hospital or its affiliates.

14. **ETHICAL AND RELIGIOUS DIRECTIVES; MEDICAL RESTRICTIONS.** Hospital conducts its operation in a manner consistent with the Ethical and Religious directives for Catholic Health Care Services ("Directives") as promulgated by the United States Conference of Catholic Bishops, Washington D.C., of the Roman Catholic Church or its successors. Nothing in this contract may be construed to require Hospital to violate said directives. EMS Provider will perform no medical or surgical practice or procedure that violates the Directives. All medical services rendered in a facility owned or leased by Hospital shall be consistent with the Catholic ethical tradition of which the Directives are a part. In the course of providing services related to this Agreement, EMS Provider shall not perform, assist or arrange a direct abortion or assist or arrange an assisted suicide or euthanasia

15. **COMPLIANCE OBLIGATIONS.** EMS Provider represents that it read, understands, and shall abide by Tenet's Standards of Conduct. The parties to this Agreement shall comply with Tenet's Compliance Program and Tenet's policies and procedures related to the Deficit Reduction Act of 2005, Anti-Kickback Statute and the Stark Law. Tenet's Standards of Conduct, summary of Compliance Program, and policies and procedures, including a summary of the Federal False Claims Act and applicable state false claims laws (collectively "False Claims Laws") with descriptions of penalties and whistleblower protections pertaining to such laws, are available at: <http://www.tenethealth.com/about/ethics-compliance>. Further, the parties to this Agreement certify that they shall not violate the Anti-Kickback Statute and Stark Law, and shall abide by the Deficit Reduction Act of 2005, as applicable, in providing services to Hospital. Hardcopies of any information shall be made available upon request.

16. **EXCLUSION LISTS SCREENING.** EMS Provider shall screen all of its current and prospective owners, legal entities, officers, directors, employees, contractors, and agents ("Screened Persons"), if any, against (a) the United States Department of Health and Human

Services/Office of Inspector General List of Excluded Individuals/Entities (available through the Internet at <http://www.oig.hhs.gov>), (b) the General Services Administration's System for Award Management (available through the Internet at <http://www.sam.gov>), and (c) any applicable state healthcare exclusion list (collectively, the "Exclusion Lists") to ensure that none of the Screened Persons are currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal healthcare programs or in Federal procurement or non-procurement programs, or have been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but have not yet been excluded, debarred, suspended, or otherwise declared ineligible (each, an "Ineligible Person"). If, at any time during the term of this Agreement any Screened Person becomes an Ineligible Person or proposed to be an Ineligible Person, EMS Provider shall immediately notify Hospital of the same. Screened Persons shall not include any employee, contractor or agent who is not providing services under this Agreement.

17. **MISCELLANEOUS.**

a. **Compliance with Immigration Laws:** As mandated by Arizona Revised Statutes ["A.R.S."] section 41-4401, the EMS Provider is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with A.R.S. section 23-214(A). The EMS Provider must also ensure that every contractor and subcontractor complies with federal immigration laws and regulations that relate to their employees and A.R.S. section 23-214(A). Therefore, in signing or performing any contract (including this Agreement) for the EMS Provider, Hospital fully understands that:

1. It warrants that both it and any subcontractors it may use comply with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. section 23-214(A);
2. A breach of the warranty described in subsection A, shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement; and
3. The EMS Provider or its designee retains the legal right to inspect the papers of any Hospital or subcontractor employee who works on the Agreement to ensure that Hospital or subcontractor is complying with the warranty under subsection 1.

b. **Cancellation for Conflicts of Interest:** The EMS Provider may cancel this Agreement for conflicts of interest pursuant to A.R.S. section 38-511.

c. **Non-Discrimination.** Neither party shall discriminate against any employee or client of either party or any other individual in any way because of that person's age, race, creed, color, religion, sex, sexual orientation, family status, genetic information, disability or national origin in the course of carrying out the duties pursuant to this Agreement. Both parties shall comply with applicable provisions of Executive Order 75-5, as amended by Executive Order 2009-09 of the Governor of Arizona, which are incorporated into this Agreement by reference as if set forth in full herein, and of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts

35 and 36, as well as the Genetic Information Nondiscrimination Act of 2008.

d. **Public Records.** Hospital understands that EMS Provider is a public entity subject to Arizona’s public records laws as codified in Arizona Revised Statutes Title 39, as interpreted by Arizona case law.

e. **Israel.** To the extent A.R.S. § 35-393 through § 35-393.03 are applicable, the Parties hereby certify that they are not currently engaged in, and agree for the duration of this Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S. § 35-393.

SMSJ TUCSON HOLDINGS, LLC
d/b/a St. JOSEPH’S HOSPITAL:

DocuSigned by:
By: Monica C. Vargas
Name: Monica C. Vargas
Title: Authorized Signatory
Carondelet CEO
Date: 8/18/2023 | 12:04 PM CDT
Address: 350 N. Wilmot Road
Tucson, AZ 85711

CITY OF BISBEE BY AND THROUGH THE
CITY FIRE DEPARTMENT

By: Ken Budge
Name: Ken Budge
Title: Mayor
Date: August 16, 2023
Address: 76 Erie St./PO Box 4601
Bisbee, AZ 85603

ATTEST:

Ashlee Coronado
Ashlee Coronado, City Clerk

APPROVED AS TO FORM:

Joseph D. Estes
Joseph D. Estes, City Attorney
Gust Rosenfeld, PLC

EXHIBIT A

ADMINISTRATIVE MEDICAL DIRECTION SERVICES

Hospital shall provide administrative medical direction to EMS Provider through a duly qualified emergency medicine physician consistent with all requirements specified at Article 2 of Title 9, Chapter 9 of the Arizona Administrative Code, specifically those enumerated at R9-25-201 et seq. (as may be amended from time to time), which shall include the implementation and monitoring of a Medical Direction Plan which contains those provisions set forth in Exhibit A-1.

Hospital's Services under this Exhibit A may also include the following duties, as may be requested by EMS Provider:

1. Developing and implementing protocols and standing orders for EMS Provider for all patient care activities from dispatch through triage, treatment, transport, and/or non-transport.
2. Developing and implementing a process improvement program.
3. Arranging for coordination of activities for mutual aid, disaster planning and management, and hazardous materials response including weapons of mass destruction and terrorism, in addition to providing training related to such activities.
4. Establishing criteria for determining patient destination in a non-discriminatory manner.
5. Monitoring and evaluating EMS Provider's: a) compliance with treatment protocols, triage protocols, medical record keeping and communication protocols; b) compliance with policies and procedures for medications to which the EMS Provider has access; c) competency in performing skills authorized for the EMS Provider to perform by the administrative medical director and within the EMS Provider's scope of practice.
6. Providing ongoing education, training, or remediation necessary to maintain or enhance EMS Provider's competency in performing skills within the EMS Provider's scope of practice.
7. Developing and implementing a quality assurance process to evaluate the effectiveness of the administrative medical direction provided to EMS Provider.

EXHIBIT A-1

MEDICAL DIRECTION PLAN

1. **PERSONNEL.** EMS Provider will comply with the emergency vehicle unit assignment requirement as detailed in Article 2 of the Arizona Administrative Code (“ACC”). EMS Provider’s Personnel assigned to Hospital will be designated as Certified EMS Personnel as specified on current Basic Life Support (“BLS”)/Advanced Life Support (“ALS”) duty rosters provided by EMS Provider. Additional EMS Provider Personnel may be assigned to Hospital, as specified on duty rosters. This does not include first responders.

A. **Assignment and Certification.** EMS Provider will not concurrently assign EMS Provider Personnel to any other base Hospital for the purpose of receiving administrative medical direction, as specified in Article 2 of the AAC. All EMS Provider Personnel assigned to Hospital will have current state certification or equivalent, for all required services including, but not limited to, cardiopulmonary resuscitation (“CPR”), pediatric advanced life support (“PALS”) and advanced cardiac life support (“ACLS”). EMS Provider will provide a current list of EMS Provider Personnel assigned to Hospital every three (3) months. Information on the duty roster will include expiration dates for CPR, PALS and ACLS certification, as required. EMS Provider Personnel shall be immediately withdrawn from duty under this Agreement by EMS Provider should any state required certifications lapse, and EMS Provider shall immediately notify Hospital of such occurrence. Hospital will continue to offer CPR, PALS and ACLS or equivalent courses on Hospital’s campus fire district training facility or virtual session at no charge to EMS Provider Personnel, as typically offered to the public, based at Hospital. The process for registering for these classes will be provided by Hospital.

B. **Changes in Assignment.** EMS Provider shall notify Hospital within thirty (30) days of any EMS Provider Personnel who are being reassigned to another facility or removed from duty rosters. EMS Provider shall notify Hospital within ten (10) working days of any EMS Provider Personnel newly assigned to Hospital for administrative medical direction and Hospital shall provide orientation within thirty (30) days of hire unless other arrangements have been made with the Hospital manager.

2. **STATE GUIDELINES AND REGIONAL AUTHORITY FOR MEDICAL DIRECTION PROTOCOLS.** The protocols and Medical Director Order Sets, and Hospital policies shall guide the activities of EMS Provider and Hospital medical direction authorities, both on-line and administratively.

3. **SPECIFIC REGIONAL TRIAGE, COMMUNICATION & TREATMENT PROTOCOLS.**

A. **Communication with Base Hospital.** Regional triage and communication protocols indicate that medical direction contact is expected to be established with the contracted base Hospital or their administrative base Hospital as soon as possible after patient contact unless the patient’s condition falls under EMS Medical Director Order Sets.

B. **Selecting the Receiving Facility.** Receiving facility to be based upon medical direction, state and regional protocols.

C. **Guidance for Medical Direction for Specific Conditions.** Triage and communication protocols shall guide medical direction for specific patient conditions, including, but not limited to, trauma, hazardous materials scenes, critical pediatric patients, multi-casualty burn, and pediatric burn patients.

D. **Communication with Administrative Medical Direction.** EMS Provider Personnel will patch to their administrative base Hospital when they are in specific situations, including, but not limited to, the following situations:

1. transport to non-certified receiving facilities;
2. on-scene control conflicts
3. physician on-scene; and
4. requests to function beyond protocol.

E. **Education and Quality Review.**

1. **Quality Assurance/Quality Improvement Review.** EMS Provider will assist Hospital with information collection and analysis for quality assurance (“QA”) review of medical direction concerns. EMS Provider shall designate representative(s) to assist with the quality improvement (“QI”) process. QA process will follow the Base Hospital Quality Assurance Policy.

2. **Patient Outcome Data.** Hospital will provide appropriate patient outcome data when requested by EMS Provider, in conjunction with its Medical Director, for study and evaluation of pre-hospital EMS safety and efficacy, subject to budgetary constraints and HIPAA.

3. **Pre-hospital Training Requirements.** EMS Provider will comply with pre-hospital training experience requirements as outlined in the applicable Arizona Revised Statutes.

i. Hospital shall provide annual field experience or case review equivalency for all individuals who function as Hospital medical direction authorities or intermediaries as required by Arizona statutes and regulations. Agencies based with Hospital and located within a reasonable travel distance and the EMS Provider will be provided with base Hospital continued education units (“CEU”). Hospital Medical Director, Hospital manager and EMS Provider administrative Personnel will determine a yearly CEU training calendar.

ii. Hospital shall conduct at least the minimum formal pre-hospital care review and pre-hospital care continuing education for pre-hospital EMS Provider Personnel administratively assigned to Hospital as required by Arizona statutes and regulations. This may include training for any new ADHS-approved required treatment, protocol, or drug within ninety (90) days of receiving notification from ADHS that the training has been adopted. Hospital may request assistance from EMS Provider to provide the required treatment, protocol, and/or training to meet the ninety (90) day requirement. Hospital’s program shall provide supervised clinical training and continuing education required by ADHS for recertification.

Assigned EMS Provider Personnel should attend continuing education lectures offered regionally per recertification cycle based on the Base Hospital Continuing Education Policy.

F. Drug Control.

1. **Binding Third Party Procedures.** The Arizona Department of Health Services (“ADHS”) Revised Drug List and Drug Box Implementation Procedures and Documentation are considered binding on Hospital. EMS Provider agrees to abide by the ADHS Revised Drug List and Drug Box Implementation Procedures and Documentation in the performance of this Agreement, and enact such necessary policies as required for such adherence. Security of the drug box is the sole responsibility of EMS Provider. The drug box shall be the property of the party who purchased it. EMS Provider shall ensure that a copy of the monthly ALS/BLS drug box transfer logs/chain of custody logs will be submitted to the Hospital manager on a monthly basis, for administrative review as required by Hospital’s pre-hospital quality assurance (“QA”)/continued quality improvement (“QI”) review process.

2. **Purchasing and Maintaining Medications.** EMS Provider will purchase all medications from a reliable vendor. Drug box medications and minimum/maximum amounts shall be authorized by Hospital’s Medical Director and in compliance with ADHS Bureau of EMS policies and procedures.

3. **Restocking Medications.** All medications given to a patient while being treated immediately prior to transport to an emergency department shall be restocked to a drug box, and only upon presentation of the patient’s Patient Care Record.

4. **Drug Replacement.** Allowed drug box medications and minimum/maximum amounts are to be determined by Hospital’s Medical Director. Medications being replaced should have an expiration date not less than twelve (12) months from date of exchange, or if current pharmacy stock is less than a twelve (12) month minimum, replacement medications should have the longest possible shelf life.

5. **Security Policies.** EMS Provider agrees to abide by Base Hospital EMS Drug Box Maintenance and Control Policy.

6. **Disposal of Controlled Substances.** Outdated, expired, deteriorated, damaged, or altered containers or labels of agents/controlled substances may only be destroyed by a base hospital pharmacy or, if the controlled substances are owned by an Emergency Medical Services provider organization, after prior approval from the United State Drug Enforcement Administration (“DEA”).

7. **Discrepancies.** Upon initially taking custody of the supply of controlled agents, EMS Provider will report immediately any controlled agents discrepancies that are damaged, altered, depleted, or missing to the Hospital manager and/or Medical Director. Hospital Medical Director will assure reporting of the incident within ten (10) days to all required federal and state authorities, including the Arizona State Board of Pharmacy and DEA. Contents of boxes may be requested for Hospital review to assure security procedures, chain of custody

logs, and contents at minimum/maximum levels set by the Hospital Medical Director.

G. Miscellaneous.

1. **Communicable Disease Notification Policy.** Hospital and EMS Provider agree to adhere to the SAEMS sub-regional Infectious Disease Notification Procedure. Upon gaining confirmation that EMS Provider Personnel were exposed to a potentially infectious disease or biohazardous waste, Hospital's infection control department will notify EMS Provider's designated infection control officer as soon as possible. Documentation and follow-up of biohazardous exposures shall be in accordance with regional, state, and federal regulations.

2. **Biohazardous Waste Management.** Appropriate handling and disposal of biohazardous waste will be expected of all Hospital and EMS Provider Personnel.

3. **Clinical Agreement.** Hospital agrees to provide clinical experiences to all based EMS Provider Personnel. EMS Provider Personnel requesting clinical experience shall comply with Base Hospital's Policies and Procedures.

4. **Required Reporting of Unprofessional Conduct.** Unprofessional conduct is an act or omission made by EMS Provider Personnel that is contrary to the recognized standards or ethics of the EMT profession or that may constitute a danger to the health, welfare, or safety of a patient or the public. Hospital shall report such acts or omissions to the EMS Provider for processing and filing.

5. **Dispute Resolution.** EMS Provider and Hospital will jointly address problems concerning the performance, competence, or medical relationships among EMS Provider Personnel, Hospital, or emergency department Personnel. EMS Provider and EMS Provider Personnel shall comply with the Base Hospital Conflict Resolution Policy, including the procedure to suspend or withdraw medical direction.