



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

RESOLUTION NO. 787

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA TO CONTINUE THE EXISTING AGREEMENT FOR BASE HOSPITAL / EMERGENCY MEDICAL DIRECTION BETWEEN YUMA REGIONAL MEDICAL CENTER AND THE CITY OF SAN LUIS, ARIZONA.

Whereas, the City of San Luis desires to continue the professional relationship, outlined in the base Hospital / Medical Direction agreement with Yuma Regional Medical Center (YRMC); and

Whereas, the parties to the Base Hospital / Medical Direction Agreement desire to continue said agreement;

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the City of San Luis, State of Arizona, as follows:

Section 1: That the Base Hospital / Medical Direction Agreement as attached hereto is hereby authorized and approved.

Section 2: That the appropriate City Officials are hereby authorized and directed to enter into said agreement on behalf of the City and take any and all actions as may be necessary to effectuate said agreement.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this 9th, day of July, 2008.

APPROVED:

Juan Carlos Escamilla,
City Mayor

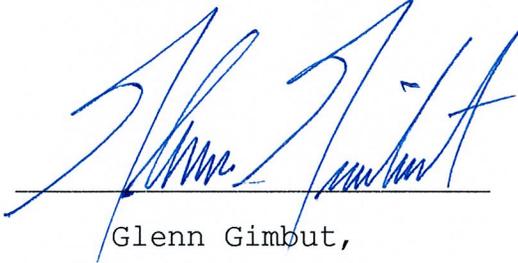
ATTEST:

Jeffrey Philpot,
City Administrator

CERTIFICATION

I HEREBY CERTIFY that the forgoing Resolution Number 787 was duly passed and adopted by the Council of the City of San Luis, Arizona at a regular meeting held on the 9th day of July, 2008, and that a quorum was present at the meeting.

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "Glenn Gimbut", written over a horizontal line.

Glenn Gimbut,
City Attorney

ATTEST:

A handwritten signature in blue ink, appearing to read "Sonia Cuello", written over a horizontal line.

Sonia Cuello,
City Clerk

Yuma Regional Medical Center

Caring for the growing needs of our communities

Base Hospital Contract

This AGREEMENT made and entered into this 1st day of July, 2008 effective until June 30th, 2011 or until canceled by the Base Hospital or the Service, by and between **Yuma Regional Medical Center**, hereinafter referred to as the "Base Hospital," and **City of San Luis Fire Department, San Luis, Arizona** hereinafter referred to as the Service.

WITNESSETH:

WHEREAS, the Base Hospital desires to function as an Advanced Life Support (ALS) Base Hospital in accordance with the terms and provisions of Title 9 of the Arizona Administrative Code, and the Service desires to operate licensed rescue squads, and/or licensed ambulances, utilizing State certified advanced life support personnel and State certified basic life support personnel;

NOW THEREFORE, the parties mutually agree as follows:

1. The terms "advanced life support personnel (ALS), "rescue squads," "ambulance crews," and "Pre-hospital EMS personnel," as used herein refer to and may include all levels of EMT's and Pre-hospital RN's. The term EMT includes an Arizona certified EMT-Basic, EMT-Intermediate and EMT-Paramedic. As a group, these individuals are also identified as Pre-hospital personnel.

2. The Base Hospital will provide administrative and on-line medical direction for all levels of EMT's and Pre-hospital RN's who have been hired by the Service to perform as part of an ambulance crew or a Base Hospital pursuant to A.A.C. R9-25-206 (C) (1). Volunteer and reserve personnel assigned by the Service to the Base Hospital, who are on duty with the Service, are also covered by this agreement. The Base Hospital will, at a minimum, do the following:

A. Identify an emergency physician as the Base Hospital Medical Director, who will be responsible for the administrative medical direction for all Pre-Hospital personnel affiliated with the Base Hospital.

B. Develop and maintain a system of ongoing evaluation, monitoring, and continuing education for the Pre-hospital personnel assigned by the Service to the Base Hospital.

3. Additionally, the Base Hospital:

A. Will provide on-line medical supervision of the pre-hospital personnel of any rescue squad or ambulance belonging to or being managed by the Service when medically appropriate. Such on-line medical supervision shall be exercised according to specific procedures consistent

with rules and regulations promulgated by the Director of the Department of Health Services or his delegated representative.

B. May assist with the restocking of medical and/or pharmacy supplies expended by any of the Service emergency medical personnel during the treatment of a patient, after the Service has terminated patient care. The Service, a not-for-profit entity, has chosen not to charge for disposable supplies, medical supplies, medications and oxygen related costs as allowed in A.R.S. 36-223§ (D). Medical and/or pharmacy supplies restocked will be billed by the Base Hospital to the patient. Service has purchased the initial stocking of supplies for Service ambulances. The restocking of supplies will be for items that the Base Hospital will charge to the patient.

C. May assist with the restocking of drug box items, which are restricted to the items included in the drug box and those identified in Exhibit 1, R9-25-803. This restocking will be for drug box items expended by any of the Service's emergency medical personnel during the treatment of a patient, after the Service has terminated patient care. The Base Hospital and Service will adhere to the drug box implementation procedures contained in exhibit 1, R9-25-803 and Base Hospital policies. Service, a not-for-profit entity, has chosen not to charge for the drug box items. Drug box items restocked will be billed by the Base Hospital to the patient. Service has purchased the initial stocking of the drug box items for Service ambulances. The restocking of the drug box will be for items that the base Hospital will charge to the patient.

D. Will establish procedures which contain a provision that adopts a conflict resolution procedure specific to the service which:

1. Investigates and resolves patient, physician, pre-hospital manager, and nurse intermediary complaints about the Service, its procedures, and Service personnel; and,
2. Investigates and resolves Service complaints about the Base Hospital, its procedures, the Medical director, emergency physicians, nurse intermediaries, pre-hospital manager, or other base hospital personnel.

E. Will have physically present at all times in the emergency department a physician who functions as the medical control authority.

F. Will appoint a Registered Nurse who meets the qualifications stated in R9-25-208 to serve as pre-hospital manager. The pre-hospital manager will be responsible for working closely with the Base Hospital Medical director in accordance with rules established in R9-25.

G. Will appoint a pre-hospital care and QI committee, to include the minimum personnel prescribed by Regulations which will:

1. Establish and implement a system for critique and evaluation of the results of patient contacts and for auditing the quality of medical care provided.
2. Establish and implement a system for identifying continuing education needs of pre-hospital personnel. The Base Hospital shall provide training for any new Department (DHS) approved required treatment, protocol, or drug within 90 days of receiving notification from the Department (DHS) that the training has been adopted in rule.

3. Assure case review of five percent of ALS and BLS encounters carried out under on-line medical supervision and standing orders.

4. Establish and implement a written procedure which will identify methods for resolving problems which may arise concerning the performance competence, or medical inter-relationships of pre-hospital personnel, medical control authorities, RN intermediaries and emergency room personnel.

H. Will procure operational radio and biotelemetry equipment and recording devices compatible with the Department of Public Safety statewide EMS communications system and any local EMS communications systems approved by the department of Public Safety with such equipment located in the emergency department for the purpose of providing direct communication with all pre-hospital personnel assigned to the Base Hospital.

I. Will provide a dedicated telephone line for pre-hospital emergency care personnel to contact the emergency department.

J. Will meet all other requirements of the State as specified in Arizona Revised Statutes and companion rules and regulations to obtain and maintain certification as a Base Hospital.

K. Will provide medical control to preceptors of and to ALS students for those Services that have current Vehicular Clinical Training Contracts with DHS approved ALS Training Programs. Medical control will only be provided for the requirements delineated in the ALS training program contracts and curriculum.

L. Base Hospital policies will contain a provision that establishes:

1. Written procedures to withdraw or suspend medical direction.

2. Written medical direction requirements for the pre-hospital personnel; and

3. Written procedures for notifying the employing Service and the pre-hospital personnel of the withdrawal or suspension of medical direction.

4. The Service will:

A. Attach to this contract, an addendum or exhibit that lists the name of all pre-hospital personnel assigned to the Base Hospital.

B. Verify that only emergency medical technicians with current Arizona certification are assigned to the Base Hospital. Pre-hospital RN's must have completed training outlined in the Arizona State Board of Nursing **Advisory Opinion, Pre-hospital Nursing, 9/88** and revised 7/95.

C. Notify the Base Hospital in writing within 30 days of any termination or transfer of pre-hospital personnel or of any addition of pre-hospital personnel to the Base Hospital for medical direction. The notification shall include the name, certification number and expiration date of the emergency medical technician, and the effective date of employment, transfer, or termination.

D. Have working communication equipment compatible with the Base Hospital equipment which allows Base Hospital medical direction communication with pre-hospital personnel in the field.

E. Have emergency medical vehicles available at all times as resources permit. The Service further agrees to staff and stock emergency vehicles for the purpose of delivering medical care to the sick and injured at the scene of an emergency. Emergency vehicle personnel will not be assigned concurrently to any other facility or any other Service for administrative or on-line medical direction.

F. Ensure that personnel immediately communicate all pertinent patient management information to the responsible physician or nurse at the receiving facility when a patient is to be transported to that facility. If the receiving facility is also a certified emergency center, care of the patient and direct communication with advanced life support personnel rendering that care may be transferred to the receiving medical control authority at the direction of the sending medical control authority.

G. Pre-hospital personnel will assure the disposal of contaminated waste according to policies that meet federal and state requirements.

H. The Service will establish a policy that, when ALS skills have been instituted, the ALS provider shall remain with the patient until transfer of care to the staff of an emergency receiving facility, emergency center or another comparably staffed ALS equipped emergency vehicle.

I. Whenever the Service's ALS personnel are performing service on the Base Hospital's premises, such personnel shall be considered as independent contractors and not as agents or employees of the Base Hospital.

J. The Service will meet all requirements of the state as specified in Arizona Revised Statutes and companion rules and regulations to maintain its authorization as a provider of advanced life support services.

K. The Service will ensure that all personnel adhere to the Base Hospitals policies, procedures, standing orders, and medical control orders; and published rules and regulations of the Department of Health Services (DHS).

L. The Service will establish and implement a system for critique and evaluation of ALS and BLS personnel. The Service will provide the Base Hospital with a summary of the results quarterly.

5. The parties hereto shall retain the right to allocate their respective resources to meet emergency needs.

6. This contract will be updated every three years.

7. The Base Hospital and the Service shall jointly develop and implement written policies and procedures that all pre-hospital personnel must follow.

8. Nothing in this contract shall preclude the Service from entering into similar contracts with other hospitals to serve as Base Hospitals for other rescue squads or ambulances of the Service.
9. Nothing in this contract shall preclude the hospital from entering into similar contracts with other authorized providers of basic or advanced life support services.
10. The Base Hospital will save and hold harmless the Service for any damage caused by the fault or negligence of the Base Hospital arising out of the performance or nonperformance of this agreement.
11. The Service will save and hold harmless the Base Hospital for any damages caused by the fault or negligence of the Service arising out of the performance or nonperformance of this agreement.
12. The Service will secure and maintain in force comprehensive general liability insurance with respect to claims for bodily injuries, or death, or property damage covering each of its employees utilized under the terms of this agreement.
13. During the term of this agreement, the Service shall maintain, at its sole cost and expense, motor vehicle liability or public entity liability of not less than one million dollars (\$1,000,000) for bodily injury or death to any one person and not less than a two million five hundred thousand dollars (\$2,500,000) excess following form liability for each accident and two hundred fifty thousand dollars (\$250,000) for property damage for each accident or occurrence. Said insurance coverage shall be maintained with respect to ALS emergency vehicles as well as other vehicles used by the Service in providing emergency care in the geographical area served by the Base Hospital.
14. The Base Hospital will secure and maintain in force comprehensive general liability insurance with respect to claims for bodily injuries or death, or property damage, covering each of its employees utilized under the terms of this agreement.
15. During the term of this agreement, the Base Hospital shall maintain, at its sole cost and expense, liability insurance providing for a minimum of not less than one million dollars (\$1,000,000) for bodily injury or death of any person, and not less than two million five hundred thousand dollars (\$2,500,000) in the aggregate for each accident and for each incident and two hundred fifty thousand dollars (\$250,000) for property damage resulting from the negligent acts of the Base Hospital or its employees utilized under the terms of this agreement.
16. The Service's pre-hospital personnel will fill out "Patient Care Reports" (PCR) or "Refusal Forms" as mutually agreed to by the parties on every patient to whom they render aid and/or assistance.
17. The term of this agreement shall be for a period of three (3) years from the date this agreement is entered into unless the agreement is sooner terminated by either party with or without cause upon thirty (30) days written notice to the other party.

18. In the event any act, suit or proceeding is brought for failure to observe any of the terms, covenants, or provisions of this contract, the prevailing party shall be entitled to recover, as part of such action or proceeding, all litigation and collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorney fees.

19. This contract may not be extended by the Service to include other agencies or organizations.

20. This contract is not assignable.

21. In keeping with all federal and state rules and regulations regarding patient confidentiality, the service shall notify the Service personnel that they are responsible for maintaining the confidentiality of patient information. The Service personnel shall not have access to, or have the right to review, any medical record, except where necessary in the regular course of services covered by this contract or in furtherance of any litigation arising out of employee affiliation. Additionally, because of the Service's reliance upon the Base Hospital for information required by federal, state and accreditation requirements, the Base Hospital agrees to provide the Service access to that information for those purposes. This discussion, transmission, or narration, in any other form, by employees of any patient information of a personal nature, medical or otherwise, obtained by the participants is forbidden except as a necessary part of covered services by this contract. The Service shall affirm that all employees have received all mandatory training required by federal rules and regulations for the protection of patients' protected health information (PHI) and that the departmental records of completion of such training shall be available to the Base Hospital upon written request. Should the Base Hospital require any additional training, the Service shall notify employees of such requirement and the Base Hospital shall provide the Service with records of such attendance.

22. This agreement is subject to the cancellation provisions of A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of this day, month, and year first above written.

Yuma Regional Medical Center
2400 S. Avenue A
Yuma, AZ. 85364

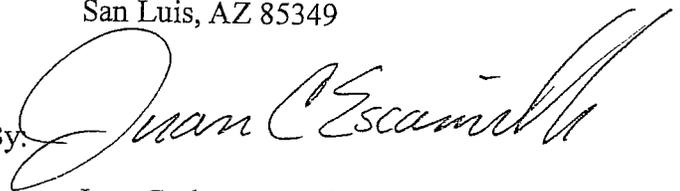
City of San Luis Fire Department
1165 North McCain
San Luis, AZ 85349

By:

Karen Jensen

Vice President Patient Care Service/CNO

By:

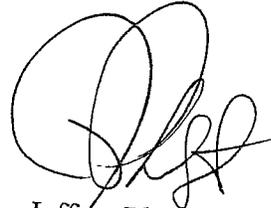


Juan Carlos Escamilla

Mayor, City of San Luis

Date:

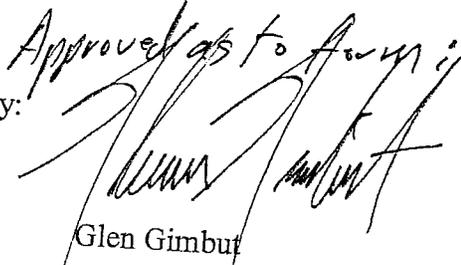
By:



Jeffrey Philpot

Administrator, City of San Luis

By:

Approved as to form i


Glen Gimbut

Attorney, City of San Luis

By:



Sonia Cuello

Clerk, City of San Luis

Date: 7/10/08