

AGREEMENT

DATE: July 1, 2013

PARTIES: **FLAGSTAFF MEDICAL CENTER, INC.**
an Arizona non-profit corporation
1200 North Beaver Street
Flagstaff, Arizona 86001
("FMC")

and

CITY OF FLAGSTAFF
Fire Department
211 W. Aspen
Flagstaff, AZ 86001
("Agency")

PURPOSE: Pre-Hospital Care Emergency Services Agreement

WHEREAS, FMC, as a full service medical and surgical facility licensed by the State of Arizona, desires to give pre-hospital care on-line medical supervision to Emergency Paramedics, Intermediate Emergency Medical Technicians, and Advanced Emergency Medical Technicians providing assistance to persons living, working or visiting within FMC's service area (all such emergency personnel will be collectively referred to herein as "ALS Providers"); and

WHEREAS, Agency desires to utilize FMC as Agency's Advanced Life Support ("ALS") Base Hospital for administrative medical control; and

WHEREAS, FMC and Agency desire to enter into an agreement for the mutual benefit of the parties, as well as for the benefit of the public at large;

NOW, THEREFORE, in consideration of the promises and the covenants herein set forth, the parties hereto agree as follows:

Section 1: Term.

- (a) This agreement will commence on the 1st day of July, 2013, and will terminate on the 30th day of June, 2014. Thereafter, subject to annual review by both parties, the agreement will be automatically renewed for successive terms of one (1) year each, unless either party gives the other written notice of its intention not to renew the agreement at least thirty (30) days prior to the expiration date of the agreement or any renewal thereof.
- (b) This agreement may be terminated by either party without cause upon thirty (30) days' written notice to the other party.

Section 2: Agreements By FMC.

- (a) FMC will retain a licensed physician, experienced in the specialty of emergency medicine, to serve as Pre-Hospital Care Medical Director, responsible for administrative medical direction of all ALS Providers assigned to FMC.
- (b) FMC will appoint a qualified individual as coordinator for all ALS pre-hospital activities and responsibilities of the ALS Base Hospital.
- (c) FMC will provide an emergency physician who functions as medical control authority to be physically present at all times in the Emergency Department. Such physician will be knowledgeable of the capabilities and limitations of ALS Providers, as well as established standing orders, treatment, triage and communication protocols.
- (d) FMC will maintain and staff an Emergency Department with appropriate medical, nursing and allied health personnel.
- (e) FMC will be designated and referred to as "ALS Base Hospital" for purposes of being identified as the regional facility with primary responsibility for medical control with respect to the advanced life support services provided under its auspices.
- (f) FMC will provide both administrative medical direction and on-line medical direction to Agency's ALS Providers who are administratively assigned to FMC.
- (g) FMC will appoint a Quality Improvement Committee, who will:
 - (1) Establish and implement a system for evaluating the results of ALS Provider responses and for auditing the quality of medical care provided.
 - (2) Establish and implement a system for identifying continuing education needs of all ALS Providers assigned to FMC for administrative medical direction and on-line medical supervision.
 - (3) Perform case review of encounters which involved on-line medical supervision when requested by the Physician, ALS Providers, or Intermediary, as well as those cases which involved Do Not Resuscitate ("DNR") patients, patient refusal, medical or trauma codes, and diversion of patients to other facilities.
 - (4) Establish and implement written procedures for resolving problems which may arise concerning the performance, competence, or medical interrelationships of ALS Providers, medical control authorities, Intermediaries and Emergency Department personnel.

- (h) FMC will provide adequate structural and facility resources to allow for didactic and/or clinical training of ALS Providers supervised by FMC.
- (i) FMC will aid both administrative and medical staffs in supporting and participating in the continuing education of Agency's ALS Providers.
- (j) FMC will maintain operational communications equipment and recording devices for direct communications with ALS Base Hospital.
- (k) Upon the request of Agency's transporting unit, FMC will communicate, as soon as is practicably possible, all pertinent patient management information when a patient is to be transported to a receiving facility other than FMC. In such event, care of the patient and direct communication with ALS Providers rendering that care may be transferred to the medical control authority of said receiving facility, if it is also a certified ALS Base Hospital, at the discretion of FMC medical control authority.
- (l) FMC will accommodate all requests for on-line medical direction by ALS Providers of Agency as promptly as possible in a cooperative and responsible manner.
- (m) FMC will provide medical direction in accordance with Flagstaff Medical Center Medical Control Plans and the Arizona Department of Health Services Rules and Regulations. Suspension or withdrawal of medical direction, and notification thereof to Agency and the ALS Provider affected by such suspension or withdrawal, will be done in accordance with FMC's PHC Policy No. 1-12A.
- (n) FMC will ensure that the disposal of contaminated waste meets federal and state requirements.

Section 3: Agreements by Agency.

- (a) Agency will provide an emergency vehicle staffed by BLS Personnel (ALS whenever possible) twenty-four (24) hours per day for the purpose of delivering emergency medical care to the sick and injured at the scene of an emergency. Such vehicle need not be physically based at Agency.
- (b) Agency will maintain all equipment in safe and reliable condition.
- (c) Agency will be responsible for the procedures used in responding to and giving assistance at the scene of an emergency.

- (d) Agency will require its ALS Providers to meet continuing education requirements for re-certification and performance improvement, including chart auditing at the agency level, and to cooperate with the Pre-Hospital Care Coordinator in the management of the Continuing Education program. Agency will also notify FMC of each Provider's recertification on or before expiration date.
- (e) Agency will provide the Medical Director with adequate and appropriate access to advanced life support personnel in their working environment for purposes of performance evaluation and training.
- (f) Agency acknowledges that all medical judgments relevant to the program embraced by this Agreement will be within the province of the Pre-Hospital Care Medical Director and his/her designated representative, and that judgments made by the Medical Director concerning the competency and/or continuing performance of any ALS Providers of Agency will be binding. However, any Agency personnel suspended by the Medical Director may seek administrative review of the Medical Director's decision in accordance with the procedures set forth by the Quality Improvement Committee (PHC Policy # 1-12A).
- (g) Agency will provide working communication equipment to be available to ALS Providers at all times that will allow Base Hospital medical direction communication with ALS Providers in the field.
- (h) Agency will establish a written policy that the ALS Provider with the highest skill level available during field calls will be in charge of patient care and will remain with the patient, even though being transported by another Agency's vehicle, until transfer of care to the staff of an emergency receiving facility or another comparably staffed ALS emergency vehicle.
- (i) Agency will require its ALS Providers, upon arrival at FMC or other receiving facility, to promptly transfer the emergency medical patient(s), verbal report, and the care of the patient(s) to such facility's emergency medical staff.
- (j) If Agency re-supplies drugs through FMC, Agency will provide FMC, at time of patient transfer, with an itemized list of all drugs used in the treatment of the patient(s).
- (k) Agency will ensure that the disposal of contaminated waste meets federal and state requirements.
- (l) Agency will ensure that its ALS Providers assigned to FMC will not be assigned concurrently to any other facility for administrative medical direction.
- (m) Agency will assign a specific individual to assist in planning formal education programs to meet the needs of Agency.

- (n) Agency will comply with applicable equal employment opportunity and affirmative action requirements.
- (o) Agency will allow ride-along privileges to FMC medical control authorities and Intermediaries for on-vehicle experience and observation.
- (p) Agency will ensure that all ALS Providers who receive clinical training and/or assessment on FMC's premises will meet the requirements set forth in Exhibit "A" attached hereto and made part hereof. Agency specifically agrees to provide any such employees with a copy of Exhibit "A," and to inform them of their responsibility for compliance therewith prior to the commencement of their clinical experience.
- (q) Agency will ensure that only ALS Providers with current certification will be assigned to FMC for Pre-Hospital medical direction. Agency will provide FMC, concurrently with the execution of this Agreement, a list of the names of each ALS Provider assigned to FMC. Such list will be attached to this Agreement and made part hereof as Exhibit "B." Agency agrees to notify FMC in writing within ten (10) days of any termination or transfer of an ALS Provider, change in level of certification of a Provider, or any addition of an ALS Provider to FMC for medical direction. Such notification will include the name, certification expiration date of the ALS Provider, and the effective date of employment, transfer, or termination.
- (r) Agency will designate a contact person with decision-making authority to be available to FMC by telephone 24 hours a day, 7 days a week. Such contact person will appoint a backup individual with decision-making authority in his/her absence.

Section 4: Agency Fees

- (a) Agency will pay FMC the sum of Fifty Dollars (\$50.00) per year for each ALS Provider receiving pre-hospital care medical supervision under this agreement. Said amounts will be paid to FMC upon the execution of the agreement and on each annual renewal date thereafter.
- (b) Agency will pay FMC the additional sum of One Hundred Dollars (\$100.00) for each additional hour spent by FMC resolving conflicts pursuant to FMC's Pre-Hospital policies No. 1.12 and 1.12-A, as well as for each additional hour spent by FMC for expanded scopes of services requested by Agency.

Section 5: Ambulance Restocking.

- (a) FMC will promptly re-supply Agency personnel, upon receipt of a properly completed supply form, with pharmaceutical supplies expended during pre-hospital patient treatment when a patient is transported to any facility. FMC will provide and replenish drug box items in accordance with the current and

approved Arizona Department of Health Services Drug Box List. FMC will also replace outdated drugs as needed.

- (b) Agency will pay an annual restocking fee of Six Hundred Twenty-Five Dollars (\$625.00) per drug box per year, payable within sixty (60) days after execution of this agreement, and within 60 days after the commencement of any renewal term. Failure to remit payment to FMC within said time period will result in termination of the agreement. The restocking fee is based on current ADHS-approved drug box list and is subject to change upon thirty (30) days' written notice to Agency in the event the drug box list is changed by ADHS.
- (c) Agency agrees to comply with all federal health care program billing requirements for restocked drugs, in accordance with all applicable program payment and coverage rules and regulations. In no event will FMC bill any patient or third party payor for restocked drugs.
- (d) FMC will generate restocking documentation and will provide Agency with a copy thereof at the time of restocking. Both FMC and Agency agree to maintain such documentation for a period of five (5) years.
- (e) FMC and Agency specifically acknowledge that the restocking arrangement set forth in this agreement does not take into account the volume or value of any referrals or business otherwise generated between Agency and FMC for which payment may be made under any federal health care program.

Section 6: Miscellaneous.

- (a) During the term of this agreement, FMC and Agency will each maintain adequate public and professional liability insurance with a company licensed to do business in the State of Arizona to cover personal injury and property damage caused by the acts or omissions of their respective personnel in an amount not less than \$1,000,000.00 per occurrence. Further, FMC will save and hold Agency harmless for any damages caused by the fault or negligence of FMC arising out of the performance or nonperformance of the Agreement; and Agency will likewise save and hold FMC harmless for any damages caused by the fault or negligence of Agency arising out of the performance or nonperformance of this Agreement. Certificates of insurance will be provided by each to the other upon reasonable request.
- (b) FMC and Agency agree that whenever Agency's ALS Providers are performing service on FMC's premises, such personnel will be considered as independent contractors and not as agents or employees of FMC taking direction from the physician on FMC staff.

- (c) In the performance of their respective functions under this agreement, FMC and Agency agree to comply with the requirements of Arizona Revised Statutes Sections 36-2201, et seq., and Article 2, Chapter 25, Title 9, of the Department of Health Services Administrative Rules and Regulations, as well as any other applicable federal, state and local laws regulating ambulance services.
- (d) FMC and Agency hereby adopt the conflict resolution procedures set forth in FMC's Pre-Hospital Policies No. 1.12 and 1.12-A. Agency acknowledges receipt of a copy of such policies from FMC.
- (e) The parties hereto agree that nothing in this Agreement will prohibit FMC from entering into similar agreements with other parties.
- (f) The parties hereto agree that this writing constitutes the entire agreement entered into by and between them, and supersedes any prior agreement or understanding of the parties, whether oral or written. Any modification of this agreement will be invalid unless stated in writing and signed by both parties hereto.
- (g) All notices, requests and other communications hereunder will be in writing and mailed or delivered to the parties at their respective addresses set forth on the first page of this agreement.
- (h) This agreement is executed in original and one or more counterparts, any of which may be considered an original agreement, if signed in original.
- (i) This agreement has been executed in the State of Arizona, and the laws of the State of Arizona will apply to its validity and construction.

IN WITNESS WHEREOF, the parties have hereto set their hands on the day and year set forth on the first page of this agreement.

FLAGSTAFF MEDICAL CENTER, INC.

AGENCY: CITY OF FLAGSTAFF

By: 
 Lynn Belcher
 Vice President
 Nursing Services/CNO

By: _____

Title: _____

By: 
 Maura Mahoney, M.D.
 Pre-Hospital Care Medical Director

Agreement between FMC and City of Flagstaff

ATTEST:

CITY CLERK, City of Flagstaff

APPROVED AS TO FORM:



CITY ATTORNEY, City of Flagstaff

Exhibit "A"
Health Standards and Accountabilities

- (a) All Agency ALS Providers who receive clinical training and/or assessment on FMC's premises will, upon FMC's request, provide the following:
- (i) Documentation of a negative PPD skin test ("TB test") performed within the previous twelve (12) months, and documentation of a negative PPD skin test at least annually during the term of the agreement.
 - (ii) If ALS Provider has either a history of previous positive PPD, or a history of BCG immunization, ALS Provider must have documentation of a negative chest x-ray within the previous twelve (12) months and complete a "Positive PPD Symptoms Checklist" affirming that PROVIDER has not noticed any new pulmonary symptoms since the date of the x-ray.
 - (iii) Documentation of one of the following:
 - A case of Measles and Rubella (documented by a physician), OR
 - A positive titer for Measles and Rubella (MR); OR
 - Immunization for MR or Measles/Mumps/Rubella (MMR) beyond the infant series
 - (iv) Documentation of any FMC required vaccinations.
- (b) If ALS Provider's services are to be performed on FMC's premises, ALS Provider will be issued an identification badge only after all requirements in this paragraph have been met. If issued, the badge is the property of FMC and will be returned to FMC upon the termination of this agreement.
- (c) In the event of an emergency while ALS Provider is performing services at FMC, ALS Provider will follow the same protocol as any FMC employee and receive the same emergency care FMC provides its employees, and ALS Provider will be responsible for any charges thus incurred. It is specifically understood that no health insurance benefits are provided to ALS Provider under this agreement.
- (d) In the event any ALS Provider is exposed to blood/body fluids during the course of providing services hereunder at FMC, ALS Provider will follow the same protocol as any FMC employee regarding initial evaluation and follow-up through the Emergency Department. ALS Provider will be responsible for any charges thus incurred, and any subsequent lab testing required will be arranged and paid for by ALS Provider.

Exhibit "B"

Agency's ALS Providers who may be assigned to FMC:

<u>Name</u>	<u>ALS Certification</u>
Paul Beitler	CEP
Katie Brown	CEP
Wade Carl	CEP
Tony Casali	CEP
Keith Cashatt	CEP
Tanner Callan	CEP
Daniel Chavez	CEP
Corey Coplea	CEP
Mark Delgiorgio	CEP
Dave Dobbs	CEP
Mike Felts	CEP
Wesley Forbach	CEP
Seth Gregar	CEP
Marc Goldberg	CEP
Chad Hiser	CEP
Mark Johnson	CEP
Russ Lane	CEP
Dave Manning	CEP
Jay McCullough	CEP
Brett Mierendorf	CEP
Bob Parker	CEP
Bob Romero	CEP
Chris Romero	CEP
Chris Samples	CEP
Matt Smyers	CEP
Chris Thomas	CEP
Joe Toth	CEP
Kevin Wiles	CEP
Kevin Wilson	CEP

Drug Box Verification

Agency: CITY OF FLAGSTAFF FIRE DEPARTMENT

Date: _____

1. Total Number of Drug Boxes: 8

2. Are Agency's Drug Boxes Numbered? Yes No

3. If answer to #2 is "yes" please list drug box numbers:
