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28
JUN 11 2009

MEMORANDUM Fire

DATE: JUNE 11, 2009

TO: MAYOR AND CITY COUNCIL

THRU: W. MARK PENTZ, CITY MANAGER
 RICH DLUGAS, ASSISTANT CITY MANAGER RD

FROM: JEFF CLARK, FIRE CHIEF

SUBJECT: EMERGENCY BASE HOSPITAL AGREEMENT

RECOMMENDATION: Staff recommends approval of the Emergency Base Hospital Agreement between the City of Chandler and Catholic Healthcare West, a California public corporation dba Chandler Regional Hospital (“CHW”). This agreement provides for CHW to serve as on-line medical supervision and administrative medical control for the Chandler Fire Department’s emergency medical program.

BACKGROUND: By Arizona law and rule, all Certified Emergency Paramedics must work under the license of a physician for on-line medical supervision. Administrative medical control must also be provided by a physician for the Department’s emergency medical program. Since the inception of the paramedic program, the Chandler Fire Department has had an agreement similar to the one attached to this memo. Acceptance of this agreement satisfies the requirement for oversight and direction with regards to on-line medical supervision and administrative medical control.

FINANCIAL IMPLICATIONS: None. This agreement is for on-line supervision and administrative medical control for the Fire Department’s emergency medical program. There are no financial implications associated with this agreement.

PROPOSED MOTION: Move to approve the Emergency Base Hospital Agreement between the City of Chandler and Catholic Healthcare West for on-line medical supervision and administrative medical control for the Chandler Fire Department’s emergency medical program

Attachments:
Emergency Base Station Agreement

EMERGENCY BASE STATION AGREEMENT

This Agreement (“Agreement”) made as of this ___ day of _____, 2009 by and between Catholic Healthcare West, a California public benefit corporation dba Chandler Regional Hospital (“CHW”) and the City of Chandler, an Arizona municipal corporation (“Contractor”).

RECITALS:

- A. CHW owns and operates Chandler Regional Hospital, a full service medical and surgical facility licensed by the State of Arizona. CHW desires to give pre-hospital administrative medical control and on-line medical supervision to emergency medical technicians (“EMT’s”) providing assistance to persons living, working, or visiting in the hospital area.
- B. Contractor desires to utilize CHW as an advanced life support (“ALS”) base hospital, inclusive of ALS and basic life support “BLS” levels of service, for administrative medical control and on-line medical supervision.

THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties covenant and agree as follows:

AGREEMENTS:

- 1. CHW Responsibilities.
 - 1.1 CHW shall identify an emergency physician as A.L.S. Base Hospital Director who agrees to be responsible for administrative medical control of all certified EMTs, basic and advanced, assigned to CHW and shall notify Contractor of that physician.
 - 1.2 CHW shall appoint and notify Contractor of a qualified individual as pre-hospital manager for all pre-hospital care activities and responsibilities of the ALS base hospital. The pre-hospital manager shall be an emergency physician, emergency department nurse, or certified emergency paramedic and shall be available to address pre-hospital issues during reasonable business hours.
 - 1.3 CHW shall identify and notify Contractor of an emergency physician who agrees to function as the administrative medical control authority to be physically present at all times in the emergency department. Such physician shall be knowledgeable of the capabilities and limitations of BLS and ALS personnel as well as established standing orders, treatment, triage and communication protocols. The emergency physician shall have either ACLS or ABEM certification. The emergency physician may designate an emergency department nurse, as outlined by CHW policy, who may function as intermediary for on-line medical

supervision under the direction of the emergency physician. The emergency physician will be available for direct contact with and upon the request of Contractor's EMTs.

- 1.4 CHW shall provide both administrative medical control and on-line medical supervision to Contractor's EMTs who are assigned to CHW.
- 1.5 CHW shall appoint a Continuous Quality Improvement Committee, including the minimum personnel prescribed by regulation, who shall:
 - 1.5.1 Meet at least semi-annually, keep regular meeting minutes, evaluate complaints, develop continuing education courses, cooperatively work on quality management issues, and provide updates on pre-hospital issues that affect CHW or Contractor.
 - 1.5.2 Annually complete a document review of all new, modified and deleted base hospital protocols or procedures.
 - 1.5.3 Once every hospital certification period (2 years) complete a documented review by all medical direction authorities and pre-hospital personnel of all protocols and procedures.
 - 1.5.4 Review the categories of pre-hospital patient encounters per Arizona Department of Health Services ("ADHS") rules and regulations.
 - 1.5.5 Develop a conflict resolution procedure that:
 - 1.5.5.1 Investigates and resolves patient, physician, pre-hospital manager and nurse intermediary complaints about Contractor, its procedures and agency personnel; and
 - 1.5.5.2 Investigates and resolves Contractor complaints about the CHW, its procedures, the Medical Director, emergency physicians, nurse intermediaries, pre-hospital manager or other hospital personnel.
 - 1.5.6 As mandated by ADHS, develop written policies and procedures for the following:
 - 1.5.6.1 Withdrawal or suspension of medical direction.
 - 1.5.6.2 Notifying the Contractor and the EMT of the withdrawal or suspension of medical direction.
 - 1.5.7 Establish written medical direction requirements for the EMTs.

- 1.5.8 Develop a process and documentation procedure to propose a corrective action plan when review of cases indicates a lapse in following protocol or procedure.
- 1.6 CHW has established a procedure for replenishing pharmaceutical supplies expended during the treatment of a patient who is transported to the facility. A copy of such procedure, and any updates to such procedure, shall be furnished to Contractor. Contractor shall reimburse CHW for all medical supplies provided by CHW to Contractor's EMTs. The reimbursement rate shall be at CHW's cost.
 - 1.6.1 Items in the drug box are restricted to those identified by the ADHS Drug Box Protocols.
 - 1.6.2 CHW shall require adherence to the drug box implementation procedures contained in CHW's policies and procedures.
 - 1.6.3 CHW shall establish and implement a procedure, which meets federal and state requirements, to assure the appropriate disposal of contaminated waste expended during the treatment of a patient who is transported to any facility.
- 1.7 CHW shall encourage its medical control and intermediaries to acquire field vehicle experience on Contractor's vehicles, as prescribed by ADHS rules and regulations. At a minimum, such personnel shall comply with the Contractor's policies and procedures?.
- 1.8 CHW shall provide supervised clinical training to ALS personnel to meet requirements of continuing education and recertification.
- 1.9 CHW shall provide supervised clinical training for Contractor's EMT's necessary for continuing education. CHW shall conduct continuing education programs for EMT's as deemed necessary by the Administrative Medical Director.
- 1.10 CHW shall have an operational emergency medical communications system capable of recording on-line medical direction conversations. Such equipment shall be located in the emergency department for the purpose of providing direct communication with emergency paramedics.
 - 1.10.1 CHW will be responsible for compliance with FCC regulatory requirements relating to emergency medical communications. The Contractor will operate in accordance with the procedure established by CHW.
- 1.11 CHW shall have a dedicated telephone line for pre-hospital emergency care personnel to contact the emergency center.

- 1.12 CHW shall utilize and adhere to medical control plans adopted by the local EMS Medical Directors Coordinating system and approved by the Contractor and Administrative Medical Director.
- 1.13 CHW shall store Contractor's EMS equipment, when such equipment is in place on a patient at the time of the patient's arrival to the base hospital. CHW agrees to store such equipment for a period of forty-eight (48) hours, but shall not be responsible for any loss or damage to such equipment not occurring as a result of CHW negligence.

2. Contractor Responsibilities.

- 2.1 Contractor shall utilize EMTs (basic and paramedic) certified by the ADHS as prescribed by the current rules and regulations.
- 2.2 Contractor agrees that ALS emergency vehicle units assigned to CHW shall not be assigned concurrently to any other facility for administrative medical control and on-line medical supervision of the EMT's.
- 2.3 The name, certification level and certificate expiration date of each EMT currently assigned to CHW is set forth in Exhibit A, which is attached hereto and incorporated herein by this reference. Contractor shall notify CHW in writing within thirty (30) days of any termination, transfer or addition of an EMT. Notification shall include the name, certification level and certificate expiration date of the applicable EMT, and the effective date of employment, transfer or termination. Contractor shall verify that only EMT's with current certifications are assigned to CHW.
- 2.4 Contractor shall provide working communication equipment that follows CHW medical direction communication with EMTs in the field.
- 2.5 Contractor shall require its ALS personnel to meet ADHS continuing education requirements for re-certification.
- 2.6 Contractor shall be responsible for the procedures used in responding to and giving assistance at the scene of an emergency. CHW medical control authorities shall assist Contractor's personnel by radio or phone communication when requested.
- 2.7 Contractor shall adhere to a policy that, when ALS skills have been instituted, the EMT with the highest skill level shall remain with the patient until transfer of care to another comparably staffed and equipped emergency unit or to the staff of an appropriate emergency receiving facility.
 - 2.7.1 CHW acknowledges that any patient who presents to the base hospital emergency department via ambulance or other methods accompanied by

Contractor's EMTs is the responsibility of the CHW as outlined in EMTALA.

- 2.8 Contractor shall complete an encounter form for each patient contact. When transported to a receiving facility, the patient(s), the record(s), and the care of the patient(s) shall be transferred to the facility in an expeditious manner. A patient encounter form is to be completed and delivered to CHW prior to departing the facility.
- 2.9 Contractor shall provide CHW, at the time of the patient transfer from Contractor's EMT's to CHW, an itemization of drugs used in treatment of the patient(s). Such drugs shall be restocked by CHW ("Restocks"). Contractor shall reimburse CHW for the cost of Restocks. The reimbursement rate shall be at CHW's cost. CHW agrees to not bill patients for Restocks that are provided to Contractor and for which Contractor has reimbursed CHW.
- 2.10 Contractor shall allow ride-along privilege to CHW medical authorities and intermediaries for on vehicle experience and observations. These observation experiences shall be scheduled at a time and place mutually agreeable to CHW and Contractor.
- 2.11 Contractor shall confer with CHW prior to assigning additional units to CHW for administrative medical direction and prior to reassigning paramedic units from CHW to another hospital for administrative medical direction.
 - 2.11.1 Except as provided under subsection 2.2, it is expressly understood and agreed that this Agreement is not exclusive and both Contractor and CHW reserve the right to enter into like-type agreements with other entities.

3. Additional Requirements

3.1 Independent Contractors: .

- 3.1.1 In the performance of their respective duties and obligations hereunder, each party, its employees and subcontractors, if any, are at all times acting and performing as independent contractors with respect to the other party, and nothing in this Agreement is intended nor shall be construed to create between CHW and Contractor an employer/employee, joint venture, lease or landlord/tenant relationship. In that regard, neither party shall either have nor exercise any control or direction over the methods by which the other party or its employees/subcontractors perform their duties, work, functions or services other than taking direction from health professionals on CHWs medical staff , i.e. either employed by or contracted for by CHW). "Direction" shall be deemed to be limited to matters related to the care of patients. The primary interest and responsibility of the parties is to assure that the services covered by this Agreement shall be performed and rendered in a competent, efficient, and satisfactory manner. In furtherance

of the independent status of the parties, neither party, nor its employees/subcontractors, shall hold itself out as officers, agents or employees of the other party. Neither party shall incur any financial obligations on behalf of the other party without such party's prior written consent, which may be given or withheld in such party's sole discretion.

3.1.2 In the event any governmental entity, including the Internal Revenue Service, should question or challenge either party regarding the independent contractor status of the parties, or their respective employees/subcontractors with respect to each other and the services rendered hereunder, such party shall immediately notify the other party and both parties shall have the right to participate in any discussion or negotiation occurring with such governmental entity, regardless of who initiated such discussions or negotiations.

3.2 Indemnification: Each party shall indemnify and hold harmless the other party against any and all loss and expenses, including attorney's fees and other legal expenses, by reason of liability imposed or claimed to be imposed by law upon the indemnified party for damages because of bodily injuries, including death at any time resulting there from, or on account of damages to property, sustained by person or persons, arising out of or in consequence of the performances of the terms of this Agreement, provided that such bodily injuries, death or damages to property arises or is claimed to have arisen out of negligence or any other grounds of legal liability including violation of any statute, ordinance or regulation on the part of an employee, agent or officer of the indemnifying party.

3.2.1 Each party shall be solely responsible for, and shall indemnify, defend and protect and hold the other harmless from and against any and all claims, liabilities, damages, judgments, awards, losses, costs and expenses (including reasonable attorney fees and costs) for wages, salaries, benefits, taxes, FICA, FUTA and all other withholdings and charges payable to, or on behalf of each party for services provided under this Agreement, or any other personnel employed or contracted by each whether or not providing services under this Agreement.

3.2.2 Each party shall fully comply will all laws, ordinances, accrediting agency standards, rules and regulations, which are applicable to the performance of services. Contractor agrees to indemnify and hold CHW, its directors, officers, employees, agents and representatives harmless from any and all claims, fines, damages, penalties and expenses (including, but not limited to, actual attorneys' fees and expenses) resulting from its failure to comply.

3.2.3 Each party shall fully comply will all laws, ordinances, accrediting agency standards, rules and regulations, which are applicable to the performance of services. CHW agrees to indemnify and hold Contractor, its directors, officers, employees, agents and representatives harmless from any and all

claims, fines, damages, penalties and expenses (including, but not limited to, actual attorneys' fees and expenses) resulting from its failure to comply.

3.3 Insurance:

3.3.1 Each party agrees to secure and maintain in force during the relevant term of this Agreement comprehensive general liability, including blanket contractual liability and automobile insurance coverages, in addition to professional liability insurance with minimum limits of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate. As regards professional liability insurance, Contractor further shall maintain "continuous coverage", as defined by this Section for the entire relevant term. The relevant term shall commence with the effective date of the first agreement between the parties regarding the matters described herein, and shall continue through the term of this Agreement, as well as any extensions or renewals hereof, and for a period thereafter of no less than twenty (20) years. In order to maintain continuous coverage for the entire relevant term Contractor shall, if it changes insurers for any reason, take the necessary actions required in order to provide continuous coverage by either obtaining "tail" insurance from the preceding carriers, or "nose" insurance from the subsequent carriers. In order to satisfy the requirements of this Section, the "tail" insurance must provide for either an unlimited discovery/reporting period or a discovery/reporting period which would extend beyond the last effective day of the last contract between the parties for a period of twenty (20) years. In order to satisfy the requirements of this Section for "nose" insurance, the retroactive effective date for such insurance must be at least the first date of the relevant term noted above Contractor will provide proof of current insurance prior to the commencement date of the relevant term, and, in the event of modification, termination, expiration, non-renewal or cancellation of any of the aforesaid policies of insurance, Contractor shall give Hospital and Catholic Healthcare West ("CHW") written notice thereof within five (5) business days of Contractor's receipt of such notification from any of its insurers. In the event Contractor fails to procure, maintain, or pay for said insurance as required herein, Hospital shall have the right, but not be obligated, to obtain such insurance. In that event, Contractor shall reimburse Hospital for the cost thereof, and failure to repay the same upon request by Hospital shall constitute a material breach of this Agreement.

3.3.2 Both parties shall maintain in place workers' compensation insurance coverage as required by federal and state law. Upon request, each party agrees to provide certificates of insurance, which state that the above coverage's are in force and will continue in force throughout the term of this Agreement except that a thirty (30) day prior written notice of

expiration, cancellation or substantial change shall be given to the other party. The parties agree that all professional liability insurance maintained

- 3.4 Performance Metrics: The Contractor shall ensure that services are performed in accordance with the following performance standards:
- 3.4.1 Individuals providing services are currently licensed, certified or registered and that license, certification or registration shall be primarily verified as current prior to the date of expiration. This requirement will be monitored and met 100% of the time. Individuals with delinquent certifications will lose base station privileges until proof of current certification is obtained.
 - 3.4.2 Contract requirements shall be met including current insurance requirements for professional liability. Failure to comply may cause lapse in base hospital privileges. This requirement must be met 100% of the time.
 - 3.4.3 Patient incidents and accidents shall be reported with conclusions, actions, and follow-up evidence that all issues have been resolved. (Include a list of reported incidents and accidents over the last year with implemented actions or indicate that no incidents or accidents have been reported.) This requirement must be met 90% of the time; failure to do so may result in lapse of base hospital privileges.
 - 3.4.4 Complaints filed with the Contractor shall be addressed with appropriate actions; failure to do so may result in lapse of base hospital privileges.
- 3.5 Term: The term of this Agreement shall be June 1, 2009 through May 31, 2010 unless terminated earlier as per the provisions of this Agreement. This Agreement may be extended upon mutual written agreement of both parties and with execution of a written amendment signed by both parties to this Agreement.
- 3.6 Termination: Either party providing thirty (30) days written notice to the other party may terminate this Agreement at any time with or without cause or penalty.
- 3.6.1 If, prior to the expiration of the term of this Agreement any federal, state or local regulatory body, including but not limited to Health Care Financing Administration (HCFA), Department of Health and Human Services (HHS) or the Internal Revenue Service (IRS) determines that this Agreement is illegal or jeopardizes CHW's tax exempt status or otherwise materially affects either party's business, including bringing the Hospital into disrepute, then the affected party shall give the other party such notice as is reasonable in the circumstances and shall make available a reasonable period within which to cure. If the parties affect no cure, CHW in its sole discretion may terminate this Agreement.

3.7 Confidentiality.

3.7.1 General: Contractor and CHW agree to treat all information provided to one by the other in the performance of Contractor's services pursuant to this Agreement as confidential, whether or not it is identified as confidential, except where disclosure is required under Arizona Public Records Law, A.R.S. Section 39-121 et. seq., where such information is sought by a public regulatory body in the course of conducting an investigation relating to activities conducted by either of the parties pursuant to this Agreement or where disclosure is reasonably believed by Contractor or CHW to be necessary in the treatment of a patient. Contractor and CHW shall establish procedures to obligate their respective employees, agents and legal representatives to keep all such information confidential in accordance w/ this Section 3.7. Contractor shall notify CHW of its intent to disclose information pursuant to Arizona Public Records Law prior to making any such disclosure. Each party shall use reasonable efforts to notify the other party of its intent to disclose information pursuant to applicable law prior to making any such disclosure.

3.7.2 HIPAA: Contractor agrees and acknowledges that, in connection with the performance of services hereunder Contractor may have access to individually identifiable patient health information that is protected under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The Parties agree that Contractor is not a business associate of CHW, as that term is defined in the HIPAA Privacy Regulations, 45 CFR Part 160 and 164, Subparts A and E and amendments thereto.

3.8 Notice: Any notice required to be given under this Agreement shall be in writing and shall be deemed delivered when personally delivered or three (3) days after the notice is sent by certified mail, postage prepaid, as follows:

If to Contractor: Chandler Fire Department
ATTN: Jeff Clark, Fire Chief
Mail Stop 801
P.O. Box 4008
Chandler, AZ 85244-4008

If to CHW: Chandler Regional Hospital
ATTN: David G. Covert
President & Chief Administrative Officer
475 S. Dobson Road
Chandler, AZ 85224

Copy to: Associate General Counsel
Catholic Healthcare West
3200 N. Central Ave., 10th Floor
Phoenix, AZ 85012

- 3.9 Assignment: This Agreement may not be an assignment by either party without the prior written consent of the other party. Notwithstanding whether consent is obtained, this Agreement is binding on the successors and assigns of the parties to this Agreement. Notwithstanding any provisions of this Agreement to the contrary, CHW shall have the right to assign or otherwise transfer its interest under this Agreement to any related entity. A related entity shall include a parent, subsidiary, and entity resulting from the sale of all or substantially all of CHW's assets or from a merger or consolidation of CHW with or into another entity(s). Such an assignment shall not require the consent or approval of Contractor.
- 3.10 Entire Agreement: This Agreement contains the entire agreement between the parties. All prior negotiations between the parties are merged in this Agreement, and there are no understandings or agreements other than those incorporated herein. This Agreement may not be modified except by written instrument signed by both parties.
- 3.11 Force Majeure: In case performance of any terms of provisions hereof (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree, or order of any government agency or authority, either local, state, or federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workers, fires, flood, acts of God, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues, and extend the term of this Agreement for the period of such suspension of performance of duties hereunder.
- 3.12 Severability: If any provision of this Agreement, or any application thereof to any person, shall be invalid and unenforceable to any extent, the remainder of this Agreement, and application thereof to other persons or circumstances, shall not be impaired, and shall be enforced to the fullest extent permitted by law.
- 3.13 Supersede and Replace: This Agreement represents the entire agreement between the parties and is intended to supercede and replace any existing agreements between the parties with regard to the subject matter contained herein.
- 3.14 Transactional Conflicts of Interest: All parties hereto acknowledge that this Agreement is subject to cancellation by either party pursuant to the provisions contained herein.

- 3.15 Each party shall, upon reasonable request of the other party, provide the other party with any policy, procedure, regulation or law referred to within this Agreement.
- 3.16 The terms and conditions of Sections 3.1, 3.2, 3.3, 3.7, 3.8 and 3.9 shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CATHOLIC HEALTHCARE WEST
dba: Chandler Regional Hospital

CITY OF CHANDLER

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM

By:  _____