

WHEN RECORDED MAIL TO:



CITY OF SAN LUIS  
ATTN: CITY CLERK  
P.O. BOX 1170  
SAN LUIS, ARIZONA 85349

The above area is to be reserved for recording information

\*\*\*\*\*

**CAPTION HEADING:**

**RESOLUTION**

Resolution No. 2172

Base Hospital Agreement between the City of San Luis and Yuma Regional Medical Center for administrative and on-line medical direction for all levels of EMCTs and Pre-hospital RN's.



# *Resolution*

NO. 2172

OFFICE OF THE  
MAYOR  
CITY OF SAN LUIS

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING A CONTRACT AGREEMENT BETWEEN THE CITY OF SAN LUIS, ARIZONA AND YUMA REGIONAL MEDICAL CENTER TO PROVIDE MEDICAL DIRECTION AND BASE HOSPITAL SERVICES FOR FIRE DEPARTMENT BASIC LIFE SUPPORT AND ADVANCED LIFE SUPPORT PERSONNEL**

**WHEREAS**, the City of San Luis desires to enter into an agreement with Yuma Regional Medical Center to provide Base Hospital services; Medical Direction, restocking of authorized medicines and pharmaceuticals, quality control services and provide oversight services for conflict resolution processes to insure proper patient care, interaction with field personnel and hospital staff.

**WHEREAS**, Yuma Regional Medical Center also desires to enter into an agreement with the City of San Luis for the purpose of extending the services and abilities of the Emergency Department Physicians and staff to the citizens of the City of San Luis through direction of Fire Department's certified personnel available and standing ready to respond to their requests for assistance, the result of traumatic, medical or psychiatric events.

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

**Section 1**: That the Agreement to provide Base Hospital services for City of San Luis Fire Department personnel, as attached hereto as Exhibit "A", is hereby approved.

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

**PASSED AND ADOPTED** by the Mayor and City Council of the City of San Luis, Arizona, this **14th** day of **April 2021**.

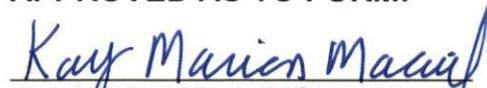


Gerardo Sanchez, Mayor

**ATTEST:**

  
Sonia Cornelio, City Clerk

**APPROVED AS TO FORM:**

  
Kay Marion Macuil, City Attorney

# Yuma Regional Medical Center

Caring for the growing needs of our communities

## Base Hospital Agreement

This **AGREEMENT** made and entered into this 1st day of August, 2021 effective until July 30th, 2026 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 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 EMCTs and Pre-hospital RN's. The term EMCT includes an Arizona certified EMR, EMT, AEMT, 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 EMCT 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 established Fire Department 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 (DHS) or his delegated representative per AAC R9-25-202, 206.

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.

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- 201 (F). 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.

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 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-

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 DHS approved required treatment, protocol, or drug within 90 days of receiving notification from 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. The term of this Agreement shall be for a period of five (5) years from the date this Agreement is entered into, with a one (1) time renewal in writing with both party signatures for a period of three (3) years unless the Agreement is sooner terminated under the procedure set forth herein. This Agreement may be terminated by either party with or without cause upon thirty (30) days written notice to the other party.

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 five (5) 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. This Agreement is subject to the conflict of interest and cancellation provision of the Arizona Revised Statutes, §38-511, as amended, the provisions of which are incorporated herein.

22. The Base Hospital and Service each warrants, and shall require its subcontractors to warrant, that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. §23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of this Agreement. The parties retain the legal right to inspect the papers of any party or subcontractor employee who works on this Agreement to ensure that the other party or its subcontractors are complying with this warranty.

23. By entering into this Agreement, each party certifies to the other that it does not have scrutinized business operations in the Sudan or Iran as those terms are defined in A.R.S. §35-391 et seq. and §35-393 et seq.

24. 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.

**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  
(928) 336-7048

By: Deborah Aders  
Deborah Aders  
Vice President Patient Care Service/CNO

Date: 4-28-21

City of San Luis Fire Department  
1165 North McCain  
San Luis, AZ 85349  
(928) 341-8550

By: Gerardo Sanchez  
Gerardo Sanchez  
Mayor City of San Luis

By: Tadeo Azael De La Hoya  
Tadeo Azael De La Hoya  
City Manager, City of San Luis

By: Kay Marion Macuil  
Kay Marion Macuil  
City Attorney, City of San Luis

Date: April 14, 2021