

**Base Hospital Agreement  
between  
City of Yuma and Yuma Regional Medical Center**

This Base Hospital Agreement (“Agreement”) made and entered into as of July 1, 2017 (“Effective Date”) by and between Yuma Regional Medical Center, (the “YRMC”) and the City of Yuma, an Arizona municipal corporation (the “City”). The YRMC and the City are sometimes referred to herein individually as the “Party” and collectively as the “Parties”.

**RECITALS**

WHEREAS, the City provides basic life support and advance life support emergency medical and transportation services;

WHEREAS, the YRMC is a healthcare facility licensed by the State of Arizona and desires to function as an Advanced Life Support Base Hospital as defined Arizona Revised Statutes (hereafter referred to as “A.R.S.”) § 36-2201, as amended, and in accordance with the terms and provisions of Title 9 of the Arizona Administrative Code (“A.A.C.”);

WHEREAS, per A.R.S. § 36-2201, to qualify as an Advanced Life Support Base Hospital, YRMC must be affiliated by written agreement with a licensed ambulance service, municipal rescue service, fire department, fire district or health services district for medical direction, evaluation and control of emergency medical care technicians;

WHEREAS, the City desires to use YRMC as an Advanced Life Support Base Hospital and to receive YRMC’s administrative medical direction and on-line supervision of the City’s Pre-Hospital Personnel rendering emergency care to persons.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties mutually agree as follows:

**I. DEFINITIONS**

1. Unless otherwise specified herein, the terms used in this Agreement shall have the same meanings as those defined in Arizona Revised Statutes § 36-2201, as amended, and Arizona Administrative Code § R9-25-101, as amended.

**II. BASE HOSPITAL RESPONSIBILITIES**

1. Medical Direction. YRMC shall provide administrative medical direction and on-line medical direction for City Pre-Hospital Personnel, as defined in this Agreement, who are assigned to YRMC. Volunteer and reserve personnel assigned by the City to YRMC, who are on duty with the City, are also covered by this Agreement.
  - A. Clinical Students: YRMC shall provide administrative medical direction and on-line medical direction to preceptors of and to ALS students for those Services that have

current Vehicular Clinical Training contracts with DHS approved ALS Training Programs. Medical Direction shall only be provided for the requirements delineated in the ALS training program contracts and curriculum.

2. Medical Director. YRMC shall identify an emergency physician (the “Emergency Physician”) as the YRMC Medical Director, who shall be responsible for the administrative medical direction for all of the City’s emergency medical technicians and individuals license or certified to render on-scene emergency medical care (“EMTs”, “Paramedics”, “Registered Nurses” hereinafter collectively referred to as the “Pre-Hospital Personnel”) affiliated with YRMC.
3. Emergency Physician Duties. YRMC shall provide at least one (1) Emergency Physician who shall function as the medical control authority and shall be physically present twenty-four (24) hours per day in YRMC’s emergency department. Such Emergency 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 will meet all of YRMC’s requirements for emergency department privileges. The Emergency Physician may designate another physician or emergency department nurse 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 City's EMTs. Emergency Physicians providing on-line medical direction shall meet the qualifications set forth in A.A.C. R9-25-202, as amended.
4. Continuing Education. YRMC shall develop and maintain a system of ongoing evaluation, monitoring, and continuing education for the City’s Pre-hospital Personnel assigned to YRMC.
5. Medical and Pharmacy Supplies. YRMC may assist with the restocking of the City’s medical and/or pharmacy supplies expended by the City during the treatment of a Patient, after the City has terminated patient care.
6. Conflict Resolution. YRMC shall develop a conflict resolution procedure which:
  - A. Investigates and resolves Patient, physician, pre-hospital manager, and nurse intermediary complaints about the City, its procedures, and City personnel; and,
  - B. Investigates and resolves City complaints about YRMC, its procedures, the Medical Director, emergency physicians, nurse intermediaries, pre-hospital manager, or other YRMC personnel.
7. Pre-Hospital Manager. YRMC shall appoint a qualified individual to oversee and monitor Pre-Hospital Personnel in the performance of the shared responsibilities between the City and YRMC related to defined pre-hospital care activities (e.g. review of certifications, training, education, and skill levels) (the “Pre-Hospital Manager”). The Pre-Hospital Manager shall be either an Emergency Physician, emergency department registered nurse, physician assistant, nurse practitioner, or EMT/paramedic who shall be available to address all pre-hospital issues during reasonable business hours.

8. Quality Improvement Committee. YRMC shall appoint a Pre-Hospital Care and Quality Improvement Committee, to include the City and the minimum personnel prescribed by regulation. The Committee shall:
  - A. Establish and implement a system for critique and evaluation of the results of Patient contacts and for auditing the quality of medical care provided;
  - B. Establish and implement a system for identifying continuing education needs of Pre-Hospital Personnel. YRMC shall provide training to City Pre-Hospital Personnel 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 in rule;
  - C. Assure case review of five percent (5%) of ALS and BLS encounters carried out under on-line medical direction and standing orders; and
  - D. 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 and emergency room personnel.
  - E. Annually complete a document review of all new, modified and deleted YRMC protocols or procedures.
9. Communications Equipment. YRMC shall have operational radio and biotelemetry equipment and recording devices compatible with the Arizona Department of Public Safety ("DPS") statewide EMS communications system and any local EMS communications systems approved by DPS. Such equipment shall be located in YRMC's emergency department for the purpose of providing direct communication with all Pre-Hospital Personnel assigned to YRMC. YRMC shall be responsible for compliance with FCC regulatory requirements relating to emergency medical communications.

Pursuant to A.A.C. R9-25-202(C), as amended, YRMC and the City shall develop a written plan for alternative communications with Pre-Hospital Personnel in the event of a disaster, communication equipment breakdown or repair, power outage, or equipment malfunction. Such plan shall be completed within six (6) months after the Effective Date of this Agreement.
10. Dedicated Telephone Line. YRMC shall provide a dedicated telephone line for Pre-Hospital Personnel to contact YRMC's emergency department.
11. Comply with Laws and Regulations. YRMC shall comply with all other requirements of the State as specified in Arizona Revised Statutes and companion rules and regulations to obtain and maintain certification as an ALS Base Hospital.
12. Policies and Procedures. YRMC and the City shall establish and enforce written medical direction requirements for the Pre-Hospital Personnel. As mandated by ADHS, YRMC shall develop written policies and procedures for the following:
  - A. Withdrawal or suspension of Medical Direction; and
  - B. Notifying the City and the Pre-Hospital Personnel of the withdrawal or suspension of Medical Direction.

### **III. CITY RESPONSIBILITIES**

1. Assignment of Personnel. The City has, and shall update as necessary, a list of all Pre-Hospital Personnel assigned to the YRMC, and such list shall be attached to this Agreement as Exhibit 1 and incorporated by this reference. The City shall notify the YRMC in writing within thirty (30) days of any termination or transfer of Pre-Hospital Personnel or of any addition of Pre-Hospital personnel to the YRMC for medical direction. The notification shall include the name, certification level and number, and certificate expiration date of the EMT, and the effective date of employment, transfer, or termination.

The City shall only use Pre-Hospital Personnel with valid certification by the ADHS Bureau of Emergency Medical Services as prescribed in Arizona Administrative Code, Title 9, Chapter 25, or licensed by the Arizona Board of Nursing.

2. Communications Equipment. The City shall ensure it has properly functioning communication equipment compatible with the YRMC equipment, as set forth in Article II, Section 9 of this Agreement, which allows YRMC to communicate with Pre-Hospital Personnel in the field.
3. Emergency Medical Vehicles. The City shall have emergency medical vehicles available at all times as resources permit. The City 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 jurisdiction for Administrative or On-line Medical Direction.
4. Patient Transfers. The City shall ensure that Pre-Hospital 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.
5. Patient Reports. The City's Pre-hospital Personnel will fill out "Patient Care Reports" (PCR) or "Refusal Forms" as mutually agreed to by the Parties to each patient contact. When transported to a receiving facility, the patient(s), the record(s), and the care of the patient(s) shall immediately be transferred to that facility and become the responsibility of the receiving facility. The City shall provide YRMC with copies of the patient care report in a timely manner.
6. Waste Disposal. Pre-Hospital Personnel shall dispose of contaminated waste it has according to policies that meet Federal and State requirements.
7. Comply with Laws and Regulations. The City 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 ALS services.
8. Comply with YRMC Policies. The City will ensure that all personnel adhere to the YRMC's policies, procedures, standing orders, and medical control orders; and published rules and regulations of ADHS.

9. Education Requirements. The City shall require its Pre-Hospital Personnel meet ADHS continuing education requirements for re-certification.
10. Field Procedures. The City shall be responsible for the procedures used in responding to and giving assistance at the scene of an emergency, unless adherence to these policies would conflict with applicable YRMC procedures. YRMC medical control authorities shall assist the City's personnel by radio or phone communication when requested.
11. Ride Alongs. The City shall allow ride-along privilege to YRMC medical control authorities and intermediaries for experience and observations.

#### **IV. AGREEMENT TERM AND TERMINATION**

1. Term: This Agreement shall be effective as of the Effective Date set forth above and shall remain in full force and effect for five (5) years from the Effective Date (the "Initial Term"), unless terminated as otherwise provided in this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for up to two (2) successive five-year terms (each, a "Renewal Term") unless terminated as otherwise provided in this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.
2. Termination: Either Party may terminate the Agreement at any time with or without cause or penalty upon providing thirty (30) days written notice to the other Party. Either Party may terminate this Agreement immediately in the event of material breach of the terms of this Agreement by providing written notice to the Party in breach.

#### **V. GENERAL PROVISIONS**

1. Independent Contractors:
  - A. 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 YRMC and the City 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 the YRMC medical staff, i.e. either employed by or contracted for by YRMC. "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.

- B. 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.
2. Allocation of Resources. The Parties hereto shall retain the right to allocate their respective resources to meet emergency needs.
  3. Non-Exclusive Agreement. This Agreement is not exclusive. Nothing in this Agreement shall preclude YRMC from entering into similar Agreements with other authorized providers of basic life support or advanced life support services. Nothing in this Agreement shall preclude the City from entering into similar contracts with other hospitals to serve as base hospitals for other Pre-Hospital Personnel of the City.
  4. Indemnification: To the fullest extent permitted by law, each Party (“Indemnitor”) shall defend, indemnify and hold harmless the other Party, its agents, representatives, officers, directors, officials, volunteers, and employees (collectively “Indemnatee”) for, from, and against all claims, liabilities, demands, damages, losses, actions, injuries to property or persons (including death), and expenses (including attorney fees and litigation expenses, and the cost of appellate proceedings) (collectively “Claims”) to the extent that such Claims result from and/or arise out of Indemnitor’s intentional, reckless, or negligent acts, errors, mistakes, directives, or omissions, in the performance or non-performance of this Agreement. Where both Parties, including their respective employees or agents, participated in the liability causing event, each Party shall contribute to the common liability a pro rata share based upon its relative degree of fault.

The amount and type of insurance coverage requirements set forth in this Agreement will in no way be construed as limiting the scope of the indemnity in this paragraph.

5. Insurance: Both Parties agree to secure and maintain in force during the term of this Agreement comprehensive general liability, including blanket contractual liability and automobile insurance coverage’s, 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. This insurance may include self-insurance retention (SIR). Both Parties shall maintain in place worker’s 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.
6. Attorneys Fees: In the event any act, suit or proceeding is brought for failure to observe any of the terms, covenants, or provisions of this Agreement, 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.

7. No Cooperative Use: This Agreement may not be extended by the City to include other agencies or organizations.
8. Assignment: No right or interest in this Agreement shall be assigned or delegated by either Party without prior, written and signed consent of the other Party. Any attempted assignment or delegation by either Party in violation of this provision shall be a breach of this Agreement by such Party. The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.
9. Confidentiality/HIPPA:
  - A. *HIPAA*: The City agrees and acknowledges that, in connection with the performance of services hereunder the City 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 City is not a business associate of YRMC, as that term is defined in the HIPAA Privacy Regulations, 45 CFR Parts 160 and 164, Subparts A and E and amendments thereto.
  - B. *General*: In keeping with all federal and state rules and regulations regarding patient confidentiality, the City shall notify its personnel that they are responsible for maintaining the confidentiality of patient information. The City 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 Agreement or in furtherance of any litigation arising out of employee affiliation. Additionally, because of the City's reliance upon the YRMC for information required by federal, state and accreditation requirements, the YRMC agrees to provide the City 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 Parties is forbidden except as a necessary part of covered services by this Agreement. The City shall affirm that all employees have received all mandatory training required by federal rules and regulations for the protection of patients' protected health information and that the departmental records of completion of such training shall be available to the YRMC upon written request. Should the YRMC require any additional training, the City shall notify employees of such requirement and the YRMC shall provide the City with records of such attendance.
10. Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and YRMC.
11. Notice: Any notice or other communication required to be given under this Agreement shall be in writing and shall be deemed to have been duly delivered when personally delivered or three (3) days after the notice is sent by certified mail, postage prepaid to the person and address set forth below:

If to the City: City of Yuma  
Attn: Fire Chief  
One City Plaza  
Yuma, Arizona 85364

If to YRMC: Yuma Regional Medical Center  
Attn: Compliance Department  
2400 S. Avenue A  
Yuma, Arizona 85364

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

12. Choice of Law/Attorney Fees. The governing law shall be the laws of the State of Arizona. Any action to enforce any provision of this Agreement or to obtain any remedy with respect this Agreement shall be brought exclusively in the Superior Court, Yuma County, Arizona (or, as may be appropriate, in the Justice Courts of Yuma County, Arizona, or in the United States District Court for the District of Arizona, if, but only if, the Superior Court lacks jurisdiction over such action). In the event that at any time during the Term or any Renewal Term either Party institutes any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, the prevailing Party will be entitled to the recovery of its reasonable attorney's fees, court costs and other litigation related costs and fees from the other Party.
13. Non-Waiver. The failure or delay of either Party to insist upon strict performances of any of the provisions of this Agreement, or to exercise any of the rights or remedies provided by this Agreement, shall not release either Party from any of the responsibilities or obligations imposed by law or by this Agreement, and shall not be deemed a waiver of any right of either Party to insist upon strict performance of this Agreement.
14. E-verify Requirements. To the extent applicable under Arizona Revised Statutes ("A.R.S.") § 41-4401, YRMC and its subcontractors warrant compliance, and are contractually obligated to comply, with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A) ("Immigration Warranty"). YRMC's or its subcontractor's failure to comply with Immigration Warranty shall be deemed a material breach of this Agreement and may subject YRMC to penalties up to and including termination of this Agreement at the sole discretion of the City.

The City retains the legal right to inspect the papers of all YRMC personnel who provide services under this Agreement to ensure that YRMC or its subcontractors are complying with the Immigration Warranty. YRMC agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of YRMC and any subcontractor to ensure compliance with the Immigration Warranty. YRMC agrees to assist the City in regard to any random verification performed.



Neither YRMC nor any subcontractor will be deemed to have materially breached the YRMC Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).

15. Nondiscrimination. Both Parties shall comply with the Americans with Disabilities Act (ADA), and shall not discriminate against any person on the basis of race, religion, color, age, sex, or national origin in the performance of this Agreement, and must comply with the terms and intent of Title VII of the Civil Rights Act of 1964, P.L. 88-354 (1964) and State Executive Order No. 2009-09.
16. Boycott of Israel. Pursuant to A.R.S. § 35-393.01, YRMC certifies that YRMC is not engaged in a boycott of Israel as of the effective date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel.
17. Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.
18. Entire Agreement/Amendments: 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.
19. 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.
20. Conflicts of Interest. The Parties hereto both acknowledge that this Agreement is subject to cancellation by the City pursuant to Arizona Revised Statutes § 38-511.
21. Counterparts. This Agreement may be executed in one or more counterparts, and counterparts may be exchanged by electronic transmission (including by email), each of which will be deemed an original, but all of which together constitute one and the same instrument.
22. Supersede and Replace. This Agreement is intended to supersede and replace any existing agreements between the Parties with regard to the subject matter contained herein.

23. Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.

*[signatures on the next page]*

IN WITNESS WHEREOF, the Parties have caused to be affixed the signatures of their respective authorized officials as of the date set forth below.

City of Yuma, an Arizona  
Municipal Corporation

Yuma Regional Medical Center

\_\_\_\_\_  
Gregory K. Wilkinson, City Administrator

\_\_\_\_\_  
Deborah Aders, Vice President Patient Care  
Services/CNO

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

ATTEST:

\_\_\_\_\_  
Lynda L. Bushong, City Clerk

\_\_\_\_\_  
Date Signed

APPROVED AS TO FORM:

\_\_\_\_\_  
Richard W. Files, City Attorney