

BASE STATION AGREEMENT

THIS BASE STATION AGREEMENT ("Agreement") is entered into between HAVASU REGIONAL MEDICAL CENTER, LLC ("Hospital") and LAKE HAVASU CITY, an Arizona municipal corporation ("Contractor").

RECITALS:

1. Contractor is a licensed provider of basic and advanced cardiac life support services in Arizona.
2. Hospital is a provider of health care services, and owns and operates Havasu Regional Medical Center, an acute care facility located in Lake Havasu City, Arizona.
3. The parties desire to enter into an agreement whereby Hospital shall provide administrative medical direction and on-line medical supervision to Contractor in Contractor's delivery of basic life support ("BLS") and advanced life support ("ALS") services.

AGREEMENT:

1. **HOSPITAL'S RESPONSIBILITIES:** During the term of this Agreement, Hospital shall:
 - 1.1 Provide administrative and on-line medical direction to BLS and ALS personnel assigned to Contractor.
 - 1.1.1 Develop, implement and monitor Hospital physician, staff, and field personnel annual review of current and updated EMS policy, procedure, and guidelines.
 - 1.2 Provide an emergency physician who functions as 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/ALS personnel as well as established guidelines, treatment, triage, and communication protocols.
 - 1.3 Identify as ALS base hospital medical director an emergency physician who is responsible for administrative direction of the Hospital emergency department's activities related to pre-hospital emergency medical care.
 - 1.4 Participate in a Pre-Hospital Care Committee that oversees policies and procedures which shall:
 - 1.4.1 Include at least representative from both Hospital and Contractor.
 - 1.4.2 Meet at least semi-annually, keeping regular meeting minutes.
 - 1.4.3 Evaluate complaints/concerns, establish and implement written procedure(s) which will identify methods for resolving problems which may arise concerning the performance, competence, or medical interrelationships of ALS/BLS personnel, medical control authorities, intermediaries and emergency department personnel.

- 1.4.4 Evaluate continuing education needs.
 - 1.4.5 Cooperatively work on quality management issues.
 - 1.5 Replenish pharmacy supplies expended during the treatment of a patient who is transported to Hospital. Contractor acknowledges and agrees that all supplies and pharmaceuticals provided by Hospital hereunder are provided AS IS and WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED. Hospital's obligations for replenishment will not include any pharmaceuticals or supplies used for transport of patients to other facilities.
 - 1.5.1 Items included in the drug box are restricted to those, which are both (i) approved by Hospital, and (ii) approved by the Arizona Department of Health Services ("AZDHS").
 - 1.5.2 Hospital requires Contractor's adherence to the drug box implementation/management procedures established by AZDHS, subject to any additional procedures that may be established by Hospital consistent with AZDHS standards.
 - 1.5.3 Thirty (30) calendar days prior to drug expiration dates, Contractor must submit drugs to Hospital pharmacy for replenishment, unless otherwise provided in this Agreement or directed by the Hospital Pharmacy (the "Pharmacy").
 - 1.5.4 All medications ordered and administered outside of the field guidelines and ordered by the on-line medical physician, must have a physician signature in the electronic patient care record ("EPCR").
 - 1.6 Have operational radio recording devices capable of communicating between field and base Hospital.
 - 1.7 Have a dedicated telephone line for pre-hospital emergency personnel to contact the emergency department.
 - 1.8 Per the request of the Contractor, and subject to Hospital's ongoing approval, the Hospital agrees to serve as a clinical training site for emergency medical care technicians reMCTs") under the employ of the Contractor on a case- by-case basis with consideration to the ability of the hospital to provide the training. Trainee must complete, at no cost to Hospital, and meet all requirements established from time to time by Hospital's human resources department, including, without limitation, set forth in any human resources policies and procedures relating to infectious disease testing, screenings and other standards.
2. CONTRACTOR' S RESPONSIBILITIES: During the term of this Agreement, Contractor shall:
- 2.1 Supply certified ALS and BLS personnel when applicable.
 - 2.2 Provide an emergency vehicle whenever possible staffed by ALS, and/or BLS personnel 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 the emergency center.

- 2.2.1 The names of ALS and BLS emergency medical technicians assigned to this base Hospital are provided by Contractor and a copy will be kept on file at the base Hospital.
- 2.2.2 Contractor shall verify that only emergency medical technicians with current certification are assigned to this base Hospital.
- 2.2.3 Contractor shall notify base Hospital in writing as soon as possible (and in all events within ten (10) business days) of any termination, transfer or addition of an emergency medical technician.
- 2.2.4 Contractor shall provide working communication equipment on emergency response units that allows base Hospital medical direction communication with emergency medical technicians.
- 2.3 Be responsible for carrying out the procedures used in responding to and giving assistance at the scene of an emergency. The Hospital medical control authorities shall reasonably assist provider personnel by radio or telephone communication when requested.
- 2.4 Ensure that upon arrival at the emergency room, BLS/ALS personnel shall promptly transfer the emergency medical patient(s), record(s), and the care of the patient(s) to the Hospital emergency medical staff.
- 2.5 Provide, at time of patient transfer, an itemized list to the Hospital of all drugs used in the treatment of the patient(s).
- 2.6 Ensure that whenever provider BLS/ALS personnel are performing services on the Hospital premises, such personnel shall be considered as independent contractors taking direction from the physician or Hospital staff.
- 2.7 Abide by all applicable base Hospital policies and procedures. Policies and Procedures are categorized as: Administrative, Quality Improvement, Communications, Continuing Education, Pharmacy, Local Protocols, Regional Protocols, and State Protocols, incorporated herein by this reference.
- 2.8 Contractor shall be responsible for the procedures used in responding to the scene of an emergency. Standard protocols prescribed by state regulations shall be followed regarding patient treatment in the field.

3. **RESPONSIBILITIES OF BOTH PARTIES:**

- 3.1 **Mutual Indemnification.** Contractor shall indemnify and save harmless Hospital against all actions, claims and demands whatsoever, including reasonable costs, expenses and attorney's fees resulting from or claimed to have resulted from any intentional or negligent acts or omissions of Contractor or its employees, agents or independent contractors engaged in the work under this Agreement at the time of the event or occurrence upon which such actions, claims or demands are based. This indemnification specifically provides for indemnitor liability for contribution and percent of liability under Arizona Revised Statutes §§ 12-2501 through 12-2509.

Hospital shall indemnify and save harmless the Contractor against all actions, claims and demands whatsoever including reasonable costs, expenses and attorney's fees resulting from or claimed to have resulted from any intentional or negligent acts or omissions of Hospital or Hospital's employees engaged in the work under this Agreement at the time of the events or occurrence upon which such actions, claims or demands are based. This indemnification specifically provides for indemnitor liability for contribution and percent of liability under Arizona Revised Statutes §§ 12-2501 through 12-2509.

- 3.2 Liability Insurance. Each party shall establish and continuously maintain general and professional liability insurance for the acts and omissions of its employees, agents and officers with minimum limits in amounts of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate. Additionally, Contractor agrees to maintain in place automobile liability insurance with a combined single limit for bodily Injury and property damage of not less than One Million Dollars (\$1,000,000) each occurrence with respect to vehicles owned, non-owned, hired, borrowed or rented vehicles assigned to or used in the performance of this Agreement. A certificate or certificates of Insurance shall be furnished to Hospital prior to commencement of this contract, which shall include a statement that at least thirty (30) calendar days prior to the effective date of any material change or cancellation, notification shall be mailed by the insurance carrier to the administrator of the Hospital, by registered mail.
- 3.3 - This Agreement shall commence on January 1, 2018, and shall continue for an initial term ending on December 31, 2020 (the "Term"). Notwithstanding the foregoing, this Agreement will automatically renew, until such time as a new Agreement is executed by the parties, or thirty (30) calendar days' prior written notice of intent to terminate the Agreement is delivered by either party.
- 3.4 Termination
- 3.4.1 This Agreement may be terminated at any time with or without cause by either party providing thirty (30) calendar days written notice to the other party.
- 3.4.2 If, prior to the expiration of the term of this Agreement, any federal, state or local regulatory body, including but not limited to Centers for Medicare and Medicaid Services ("CMS"), Department of Health and Human Services ("HHS") or the Internal Revenue Service ("IRS") determines that this Agreement is illegal or materially affects either party's business, 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 no cure is effective by the parties, the Hospital in its sole discretion may terminate this Agreement.
- 3.5 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) business days after the same is sent by certified mail, postage prepaid, as follows
:

If to Contractor: City Manager
Lake Havasu City
2330 McCulloch Blvd. N.
Lake Havasu City, AZ 86403

If to Hospital: Mike Patterson, CEO
Havasus Regional Medical Center
P.O. Box 3030
Lake Havasu City, AZ 86405

- 3.6 Nondiscrimination. Both parties agree to comply with all state and federal Equal Employment Opportunity, Immigration, and Affirmative Action requirements including 42 U.S.C. Sec. 2000 (e) et seq. The Civil Rights Act of 1964, The Civil Rights Act of 1991, Sections 503 and 504 of the Rehabilitation Act of 1973, Section 402 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, the Immigration Reform Act of 1986, the Americans with Disabilities Act and any amendments and applicable regulations pertaining thereto.
- 3.7 Assignment. This Agreement may not be assigned by either party without the 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 provision of this Agreement to the contrary, Hospital 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, an entity resulting from a sale of all or substantially all of Hospital's assets or from a merger or consolidation of Hospital with or into another entity(s). Such an assignment shall not require the consent of Contractor; however, Contractor shall retain the right to renegotiate the Agreement with the new entity in the event of such an assignment.
- 3.8 Resources. Each party shall retain the right to allocate its resources to meet emergency needs.
- 3.9 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.
- 3.10 The City may cancel this Agreement pursuant to ARIZ. REV. STAT. § 38-511.
- 3.11 The laws of the State of Arizona shall be applied in interpreting and construing this Agreement.
- 3.12 Billing. The parties agree to work cooperatively to ensure that only one party bills third party payers, including governmental health care programs, for the pharmaceuticals and supplies. Contractor agrees that Hospital shall have the sole right to bill third party payers for any pharmaceuticals and supplies provided by Hospital without charge to Contractor. Contractor shall cooperate with the Hospital in providing the Hospital with information necessary to document and account for supplies and pharmaceuticals. Contractor agrees to complete such forms and to provide such materials as the Hospital may reasonably request from time to time to document provision of items and services by the Hospital, use of supplies and

pharmaceuticals by the Contractor, and to facilitate billing by the Hospital. Each party agrees to maintain records of the replenished pharmaceuticals and medical supplies and the patient transport to which the replenished pharmaceuticals and medical supplies relate. Each party shall make its records of replenished pharmaceuticals and supplies available to the Secretary of Health and Human Services upon request. The parties agree to maintain this documentation for five (5) years from the date of treatment.

3.13 Access to Records. Pursuant to the requirements of 42 C.F.R. § 420.302, until the expiration of five (5) years after furnishing of any services pursuant to this Agreement and to the extent, if any required by applicable law or regulation, Contractor shall make available upon written request to the Secretary of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, this Agreement and books, documents, and other records of Contractor and participating agencies that are necessary to certify the nature and extent of costs. If Contractor enters into any subcontract with a related organization as may be permitted by the Agreement, Contractor or participating EMS agencies, as the case may be, shall require that the subcontractors also agree to the foregoing requirements.

3.14 Regulatory Requirements. The parties expressly agree that nothing contained in this Agreement shall require Contractor to refer or admit any patients to, or order any goods or services from Hospital. Notwithstanding any unanticipated effect of any provision of this Agreement, neither party will engage in any conduct in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 USC Section 1320a-7b). Contractor represents and warrants that as of the date of this Agreement: (i) it is not currently and has not been in the past excluded, debarred or otherwise ineligible to participate in Medicare, Medicaid or any other federal or state healthcare programs or in any federal or state procurement or non-procurement programs; nor (ii) has it been convicted of a criminal offense related to the provision of federal health care items or services, that could lead to debarment or exclusion. Contractor will conduct its operations in full compliance with all applicable laws and regulations, including but not limited to laws relating to the provision of emergency services, and the handling of controlled substances. Contractor shall not access, request, use or transfer any pharmaceuticals or supplies in any manner that would result in a violation of applicable law if provided by Hospital. Nothing herein shall be interpreted to require that the Hospital provide any supplies or pharmaceuticals in any manner that would result in a violation of applicable law, and Contractor shall be solely responsible for use and safekeeping of all supplies and pharmaceuticals provided by the Hospital.

Havasu Regional Medical Center, LLC

Lake Havasu City

By: _____
Mike Patterson

By: _____

Its: Chief Executive Officer

Its: City Manager

Date: _____

Date: _____