

**NORTH COAST EMS
BASE HOSPITAL MEDICAL CONTROL AGREEMENT**

This agreement is made and entered into this ____ day of _____, 2000 by and between **North Coast Emergency Medical Services**, 86 E Street, Eureka, California, hereinafter referred to as “**NCEMS**”, and _____, hereinafter referred to as “**HOSPITAL**”.

WHEREAS, pursuant to the Joint Powers Agreement, **NCEMS** is designated the local emergency medical services agency for limited advanced life support (LALS) and advanced life support (ALS) authorization by the Counties of Del Norte, Humboldt, and Lake pursuant, in part, to Division 2.5 of the California Health and Safety Code, incorporated herein by reference, and

WHEREAS, **NCEMS** is responsible for designation and approval of EMT-II and EMT-P base hospitals, and

WHEREAS, **HOSPITAL** meets the following licensure and permit requirements as specified in the California Administrative Code, Title 22, Division 9, Chapters 3 and 4:

- A. Is licensed by the State Department of Health Services as a general acute care hospital, and
- B. Possesses a special permit for Basic or Comprehensive Emergency Medical Care pursuant to the provision of Division 5, and

WHEREAS, **HOSPITAL** desires to provide training, medical direction, and supervision of limited advanced life support and advanced life support personnel in accordance with state law and the policies and procedures of **NCEMS**; therefore,

IT IS MUTUALLY AGREED AS FOLLOWS:

I. Term:

This contract supersedes that agreement between **NCEMS** and **HOSPITAL**, dated _____.

This agreement shall begin on _____, and terminate on _____, and shall be automatically renewed on an annual basis unless terminated by either party giving sixty (60) days written notice to the other party.

NCEMS may suspend or revoke this Agreement and base hospital approval for failure to comply with any applicable policies, procedures, or regulations. **NCEMS** agrees to provide written notice of any claim that **HOSPITAL** has so failed to comply, and thirty (30) days in which **HOSPITAL** may respond prior to any such suspension or revocation.

BASE HOSPITAL MEDICAL CONTROL AGREEMENT

(continued)

II. **HOSPITAL** Agrees:

- A. To meet the requirements for program participation and base hospital designation as specified in state law and by **NCEMS**.
- B. To supervise the pre-hospital treatment, triage, and transport of assigned service provider personnel according to the policies, procedures, and protocols of **NCEMS**.
- C. To the utilization of facilities, equipment, and staff in teaching, supervision, continuing education, and evaluation of assigned pre-hospital personnel.
- D. To designate a Prehospital Care Medical Director (PCMD) who shall be a physician on the hospital staff, licensed in the State of California and have experience in emergency medical care. This physician shall be regularly assigned to the emergency department, have experience in and knowledge of base hospital telecommunications and **NCEMS** policies and procedures. The PCMD shall be responsible for overall medical control and supervision of the EMT-II/P program within the base hospital's area of responsibility, including review of patient records and critique with prehospital and hospital personnel involved. The PCMD shall be responsible for reporting deficiencies in prehospital patient care to **NCEMS**, and shall perform additional functions as specified by **NCEMS** policy.
- E. To appoint a Prehospital Care Nurse Coordinator (PCNC) who is an Authorized Registered Nurse/Mobile Intensive Care Nurse (ARN/MICN) with experience in and knowledge of base hospital telecommunications and **NCEMS** policies and procedures. The PCNC shall function as the prehospital coordinator and liaison to assist the PCMD in the training, continuing education, medical control, and supervision of assigned hospital and prehospital personnel. The PCNC shall perform additional functions as specified by **NCEMS** policy. **HOSPITAL** understands that this position may require at least 25% nurse time.
- F. To provide medical, nursing, and other relevant personnel to participate in classroom teaching, continuing education, skills certification, evaluation, reporting, and patient care review, as needed.
- G. To provide orientation to the LALS/ALS program for emergency department staff.
- H. To have, utilize and maintain two-way radio telecommunications as specified by **NCEMS**, capable of two-way voice communications with the field units assigned to the hospital. Radio operation must be within FCC standards and follow **NCEMS** guidelines for system operations. Radio shall be located in the emergency department.
- I. To assure that a physician, licensed in the State of California, is assigned to the emergency department and is available at all times to provide immediate medical direction to the MICN or assigned prehospital personnel, and assures that nurses giving radio direction to EMT-II/P personnel are trained and authorized as MICN by the director of **NCEMS**. **HOSPITAL** further agrees that medical direction for LALS or ALS will be provided only by physicians and nurses who are familiar with the policies, procedures, and protocols of **NCEMS**.

BASE HOSPITAL MEDICAL CONTROL AGREEMENT

(continued)

- J. To evaluate EMT-II/P care upon arrival of the patient in the Emergency Department. All staff shall report problems in prehospital care to the PCMD in a timely manner.
- K. To require all personnel who operate the radio to fill out a radio report on each ambulance call. **HOSPITAL** agrees to make radio reports available to **NCEMS** for patient care review sessions. **HOSPITAL** also agrees to maintain records of communications between the service providers and the **HOSPITAL** through tape recordings and through emergency department communication logs sufficient to allow for medical control and continuing education of the assigned prehospital personnel. The tape recordings and communication logs will be retained by the PCNC for a period of 100 days unless problems are identified in the chart review session that are to be referred to **NCEMS** for resolution, or the recordings are evidence in either a claim filed or pending litigation.
- L. To provide for a continuing education program for assigned prehospital personnel in accordance with policies and procedures of **NCEMS**, including:
 - 1. Organized monthly chart review sessions involving, at a minimum, emergency service personnel who give radio orders, the PCMD, PCNC, and assigned prehospital personnel.
 - 2. Monthly skills maintenance.
- M. To complete, maintain, and make available to **NCEMS** all relevant records for program monitoring and evaluation of the LALS or ALS system. These records include:
 - 1. Prehospital records.
 - 2. Written radio reports.
 - 3. Radio tapes.
 - 4. Emergency Room Record.
- N. To assure that a mechanism exists for replacing medical supplies and equipment used by LALS or ALS personnel during treatment of patients according to policies and procedures established by **NCEMS**. This includes the initial supply and replacement of controlled substances.
- O. To provide indemnification for professional malpractice actions involving staff personnel licensed in the healing arts when acting in the course and scope of their full-time or part-time duties. Any registered student, trainee, or participant in a recognized hospital program, when acting in the course and scope of said program, is included in the **HOSPITAL's** general liability insurance coverage. **NCEMS** shall hold harmless the **HOSPITAL**, its officers, agents and employees from any claim for damages resulting from the acts or omission of **NCEMS**, its officers, agents, and employees with respect to this program. Likewise, the **HOSPITAL** shall hold harmless **NCEMS**, its officers, agents, and employees from any claim for damages resulting from the acts or omission of the **HOSPITAL** its officers, agents, or employees with respect to this program.
- P. That any advanced prehospital care orders given to field personnel be signed off by the PCMD or Emergency Room Physician.

BASE HOSPITAL MEDICAL CONTROL AGREEMENT

(continued)

- Q. To supervise medical control and quality assurance of hospital personnel involved with medical direction, and of assigned prehospital personnel, in accordance with state law and **NCEMS** policy and procedure.
- R. That patient destination decisions shall not be used for its own commercial advantage, and shall assure that the on-line physician or MICN will issue transportation instructions and hospital assignments upon consideration of **NCEMS** policy, analysis of patient's needs, facility capability and proximity. When **HOSPITAL** directs a patient to another hospital, information regarding the patient will be relayed to the receiving hospital in an accurate and timely manner.
- S. That Base Hospital designation will not be used for marketing, nor for advertising purposes of any kind.
- T. To be the base hospital for field operations of prehospital personnel affiliated with the following Service Provider Agencies:

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

- U. To serve as a base hospital and supervise medical control for the following satellite hospital(s):

III. **NCEMS** Agrees:

- A. To provide **HOSPITAL** with sample forms for prehospital personnel monitoring.
- B. To provide **HOSPITAL** with data pertaining to prehospital personnel performance.
- C. To participate in a consultant capacity to assist **HOSPITAL** in carrying out the terms, conditions, and intent of this agreement.

IV. Designation by **NCEMS**:

Execution of this agreement by all the parties designates **HOSPITAL** as an approved Base Hospital by **NCEMS**.

BASE HOSPITAL MEDICAL CONTROL AGREEMENT

(continued)

EXECUTED BY THE PARTIES

By: _____ Date _____
Hospital Administrator

Printed Name

By: _____ Date _____
Chief of Medical Staff

Printed Name

By: _____ Date _____
Director of Emergency Department

Printed Name

By: _____ Date _____
NCEMS Executive Director

Larry Karsteadt

Printed Name