

## EMERGENCY MEDICAL TRANSPORTATION SERVICE AGREEMENT

THIS AGREEMENT is entered into this 7th day of February, 2022 (the “commencement date”), by and between the CITY OF EL MIRAGE (hereinafter referred to as the “City”), and American Medical Response of Maricopa, LLC (hereinafter collectively referred to as the “Contractor”).

### RECITALS:

Whereas, the City of El Mirage desires to enter an Agreement for Emergency Transportation Services, and

Whereas, the City desires to provide for the health, safety and general welfare of its citizens, residents, and inhabitants with respect to emergency transportation services, and

Whereas, the City must often request emergency transportation services for members of the public through the operation of its fire departments, and

Whereas, the City desires to have Contractor furnish such services and Contractor desires to provide such service, and

Whereas, the City and Contractor desire to enter into this Agreement on the terms and conditions hereinafter stated, and

Whereas, the Contractor is currently authorized by the Arizona Department of Health Services to provide emergency transportation service within the State of Arizona.

### AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual promise, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions.

- a. The term “Advanced Life Support” or “ALS” as used in this Agreement shall mean those medical treatments, procedures (including assessment), and techniques which may be administered or performed by ALS personnel established pursuant to A.R.S. 36-2205.
- b. The term “Ambulance” as used in this Agreement, shall mean vehicles used in the transport of those receiving EMS (emergency medical services).
- c. The term “Automatic Aid Contract Areas,” as used in this Agreement shall mean all areas within and surrounding the City, in which the City has agreed to, provide service pursuant to automatic aid agreements.
- d. The term “Code 3 Call,” as used in this Agreement, shall mean:
  - (i) an emergency response call in which the use of red lights and sirens are requested at the time of the initial request and red lights and sirens are used up and until arrival on the scene of an incident.
  - (ii) A call in which the initial request by the City’s 9-1-1 Emergency Dispatch Center was for a Code 2 Call, but was upgraded by the City’s 9-1-1 Emergency Dispatch Center or responding fire unit to a Code 3 Call prior to arrival on the scene of an incident.

- e. The term “Code 2 Call,” as used in this Agreement, shall mean:
  - (i) An emergency response call in which the use of red lights and sirens are not requested by the City’s 9-1-1 Emergency Dispatch Center for Ambulance response to the scene of an incident.
  - (ii) A call in which the initial request by the City’s 9-1-1 Emergency Dispatch Center as for a Code 3 Call, but was downgraded by the City’s 9-1-1 Emergency Dispatch Center or responding fire unit to a Code 2 Call prior to arrival on the scene of an incident.
- f. The term “Cumulative Response Time”, as used in this Agreement shall mean the sum-total elapsed time of turnout and response time for an emergency call.
- g. The term “Designated Ambulance”, as used in this Agreement shall mean Ambulances used to perform the services required under this Agreement.
- h. The term “DHS,” as used in this Agreement shall mean the State of Arizona Department of Health Services.
- i. The term “Emergency Paramedic” or “Paramedic” as used in this Agreement shall mean a person who has been trained in an emergency paramedic training program and who is certified by the Director of Department of Health Services Bureau of Emergency Medical Services to render ALS pursuant to A.R.S. 36-2205 and Article 4 of Chapter 25 of Title 9 of the Arizona Administrative Code.
- j. The term “EMS Service Area,” as used in this Agreement, shall mean all areas within the boundaries of the City’s emergency services areas, as shown in Attachment F. Any use of the phrase “EMS Service Area,” or similar terms shall in all respects be limited to the geographical boundaries of the City of El Mirage and any automatic/mutual aid partners, special districts, state lands, and county islands contained therein. Both parties acknowledge that these boundaries may change by way of annexations, etc.
- k. The term “Exception” as used in this Agreement shall mean ambulance responses not meeting the minimum response requirements established herein.
- l. The term “City” as used in this Agreement shall mean the City of El Mirage
- m. The term “City’s 9-1-1 Emergency Dispatch Center”, as used in this Agreement shall mean the City of Phoenix Public Safety Dispatch Center or any future facility used to dispatch fire and emergency medical incidents.
- n. The term “Response Time”, as used in this Agreement shall mean the elapsed time from “en route” (wheels turning) to “on-scene” arrival (wheels stopped) at the dispatched location.
- o. The term “Response Zone” shall mean the defined geographical areas within the City, as shown in Attachment F.
- p. The term “Turnout Time”, as used in this Agreement shall mean the elapsed time from notification or dispatch by the City’s Emergency 9-1-1 Dispatch Center until Contractor is en route (wheels turning) to incident.

2. Term, Extension and Agreement Modification.

- a. The term of this Agreement shall begin upon the execution date first noted above and continue for an initial period of three (3) years, unless earlier terminated as provided herein.
  - b. The Parties may, at their option, extend the term of this Agreement for up to three (3) additional one (1) year terms by entering a signed and written amendment on or before 90 calendar days prior to the expiration of the original term (or then current term) of the Agreement.
  - c. The City and Contractor will conduct an operational review of the Agreement six (6) months after commencement of services. The intent of the review is to identify any potential amendments to the Agreement that may be necessary to address minor operational modifications.
  - d. Any extension or modification of this Agreement shall be subject to the approval of DHS pursuant to its authority as granted in ARS 36-2232.
3. Ambulance Service Requests. The City's 9-1-1 Emergency Dispatch Center shall dispatch to Contractor requests for ambulance services. Initial requests for service shall be responded to by Contractor as advised by City's 9-1-1 Dispatch Center. Responses will be requested as Code 3 or Code 2 as determined by dispatch priorities by the City. In the event Contractor notifies the City of a possible prolonged response time, the City reserves the right, in its sole discretion, to dispatch requests for transportation and medical services to other ambulance companies, to provide such service itself as prescribed in ARS 36-2208(B), or to otherwise obtain the necessary ambulance services as provided by law.
4. Acceptance.
- a. Contractor shall accept and respond within response time requirements of Section 7 to all requests for Ambulance transportation dispatched by the City for incidents arising within the EMS Service Area. When the City requests multiple Ambulances on a single incident, the Contractor will be responsible for meeting the response time requirements of Section 7 for the first two arriving Ambulances.
  - b. The City and Contractor acknowledge that certain requests for ambulance service within the EMS Service Area may require transportation of the patient beyond the boundaries of the EMS Service Area and Contractor agrees to provide such service as may be required.
5. Area of Responsibility. Contractor shall be responsible for providing Ambulance transportation for all calls within the EMS Service Area requested by the City. Should the City request the Contractor to respond outside the EMS Service Area (i.e., mutual aid), the Contractor will do so in accordance with the terms of all contractual agreements, if any, that the Contractor has in place with other governmental entities with jurisdiction over such responses. In the event there is no contractual agreement in place between the Contractor and the governmental entity having jurisdiction, the Contractor shall respond under the terms of the Certificate of Necessity ("CON").
6. Response Time; Notice of Prolonged Response Time.
- a. Response Time: Minimum compliance is achieved when 90% or more of responses for Code 3 and Code 2 calls combined meet the specified Cumulative Response Time requirement. For calls in which the response code changes during response, the 90% requirement applies, as defined in Section 6i.
  - b. To be in compliance for Code 3 calls, the Contractor must be able to place an Ambulance on the scene of each presumptively life threatening emergency within 8 minutes 59

seconds (Cumulative Response Time) for not less than 90% of the time. For clarity, 9 minutes 00 seconds is late.

- c. To be in compliance for Code 2 calls, the Contractor must be able to place an Ambulance on the scene of each non-life threatening emergency within 14 minutes 59 seconds (Cumulative Response Time) for not less than 90% of the time. For clarity, 15 minutes 00 seconds is late.
- d. Any changes or exceptions to the contractual response times as stated herein will be mutually agreed upon in writing by the Parties and the new response times will be documented in writing via a memo and, following approval by DHS, shall be incorporated into this Agreement via a duly executed amendment.
- e. Arrival "On-Scene": For all types of requests for ambulance service, the response time clock shall be stopped by Contractor's unit arrived "on-scene" transmission via MCT or radio to the City's 9-1-1 Emergency Dispatch Center. Such transmission shall not be made until the ambulance actually arrives and is stopped at the specific address or location. In the instance of apartment or business complexes, such transmission shall not be made until the ambulance actually arrives at the point closest to the specified apartment or business unit to which it can reasonably be driven.

Arrival "on-scene" means the moment an ambulance crew notifies the City's 9-1-1 Dispatch Center that it is fully stopped at the location where the ambulance shall be parked while the crew exits to approach the patient. In situations where the ambulance has responded to a location other than the specified scene (e.g. staging areas for hazardous scenes), arrival "on-scene" shall be the time the ambulance arrives at the designated staging location. The City may also require the Contractor to log time "at patient" for medical research purposes. However, during the term of this Contract, at patient times shall not be considered part of the contractually stipulated response time.

In instances where the ambulance fails to report "on-scene" as required in this section, the time of the next communication with the ambulance crew, after arrival "on-scene", will be used as the "on-scene" time. However, Contractor may appeal such instances by providing appropriate documentation of the actual "on-scene" arrival time. Such documentation may include Automatic Vehicle Locator position equipment or verification by City's fire department personnel.

- f. Use of Mobile Computer Terminal ("MCT"): Contractor shall use MCT for all status changes as required by the City's 9-1-1 Emergency Dispatch Center. Contractor must meet a 95% minimum MCT usage for "en route" and "on-scene" activations. To be in compliance with this requirement Contractor must use MCT for "en route" and "on-scene" status changes at least 95% of the time calculated on a monthly basis. Contractor MCT use will be evaluated on a monthly basis by the City and the Contractor by reviewing CAD data to assure that MCT is being utilized on incidents for "en route" and "on-scene" times, as well as other data that may be required. The formulas used to calculate monthly compliance will be as follows:

MCT "en route" activation:

Total # of MCT activations "en route"/ total dispatches  $\geq$  .95

MCT "on-scene" activation:

Total # of MCT activations "on-scene"/ total dispatches not cancelled prior to arrival  $\geq$  .95

Data used to determine Contractor's compliance with this section shall be drawn from the City of Phoenix computer aided dispatch system.

- g. Notice of Extended/Prolonged Cumulative Response Time – Code 3: Contractor shall notify City's 9-1-1 Emergency Dispatch Center, at time of dispatch or at the earliest indication, the possibility of an extended Code 3 Cumulative Response Time greater than ten (10) minutes. Upon notification of a possible extended response time, City's 9-1-1 Emergency Dispatch Center may, in its discretion and considering the severity of the situation, obtain other transport means that are faster. Contractor shall notify City's 9-1-1 Emergency Dispatch Center, at time of dispatch or at the earliest indication, the possibility of a prolonged Code 3 Cumulative Response Time greater than fifteen (15) minutes. Upon notification of a possible prolonged response time, City's 9-1-1 Emergency Dispatch Center may, in its discretion, obtain a response time estimate from another ambulance company and if the Cumulative Response Time estimate is less than fifteen (15) minutes or the response time stated by Contractor, the City's 9-1-1 Emergency Dispatch Center may request the dispatch of another ambulance company to transport. The City's 9-1-1 Emergency Dispatch Center shall notify the Contractor that such second dispatch has been made, and Contractor shall be advised to discontinue response to the scene. Incidents that exceed 19 minutes 59 seconds will be considered as not meeting response time requirements as stated in Section 7b.
- h. Notice of Extended/Prolonged Cumulative Response Time – Code 2: Contractor shall notify City's 9-1-1 Emergency Dispatch Center, at time of dispatch or at the earliest indication, the possibility of an extended Code 2 Cumulative Response Time greater than twenty (20) minutes. Upon notification of a possible extended response time, City's 9-1-1 Emergency Dispatch Center may, in its discretion and considering the severity of the situation, obtain other transport means that are faster. Contractor shall notify City's 9-1-1 Emergency Dispatch Center, at time of dispatch or at the earliest indication, the possibility of a prolonged Code 2 Cumulative Response Time greater than twenty (20) minutes. Upon notification of a possible prolonged response time, City's 9-1-1 Emergency Dispatch Center may, in its discretion, obtain a Cumulative Response Time estimate from another ambulance company and if the Cumulative Response Time estimate is less than twenty (20) minutes or the response time stated by Contractor, the City's 9-1-1 Emergency Dispatch Center may request the dispatch of another ambulance company. The City's 9-1-1 Emergency Dispatch Center shall notify the Contractor that such second dispatch has been made, and Contractor shall be advised to discontinue response to the scene. Incidents that exceed 29 minutes and 59 seconds will be considered as not meeting response time requirements as stated in Section 7c.
- i. Switch in Response Type After Dispatch: If Contractor was originally requested to provide a Code 3 response but was later requested to provide a Code 2 response on a particular call, Contractor shall arrive on the scene where emergency care is required within 14 minutes 59 seconds from the time that Contractor was originally dispatched to provide a Code 3 response. If Contractor was originally requested to provide a Code 2 response but was later requested to provide a Code 3 response on a particular call, Contractor shall arrive on the scene where emergency care is required within the shorter of the following:
- (i) 8 minutes 59 seconds from the time that Contractor was requested to update to a Code 3 response; or
  - (ii) 14 minutes 59 seconds from the time that Contractor was originally dispatched to provide a Code 2 response.

7. Response Time Evaluation.

- a. Cumulative Response Time Calculation: For purposes of response time calculations, cumulative response time shall be calculated from the point in time when the City's 9-1-1

Emergency Dispatch Center initially notifies Contractor of a request for service (noted as “dispatch” in CAD) to the time the Contractor’s responding Ambulance notifies the City’s 9-1-1 Emergency Dispatch Center and Contractor of its “on-scene” arrival time (wheels stopped) at the specific location to which Contractor was dispatched.

- b. Monthly Evaluations: The City shall conduct a monthly evaluation of response times. The evaluation shall include all responses that occurred within the City’s boundaries. The City shall provide a list of all responses within the City correlated to the incident numbers provided by the City’s 9-1-1 Emergency Dispatch Center and or the City’s record management system no later than 15 calendar days following the evaluation month. The monthly evaluation meeting shall be held as soon as possible after the end of the evaluation month and no longer than thirty (30) days following the evaluation month.
- c. Exception Reports: The contractor shall generate monthly exception reports reflecting possible non-compliant response times. These reports shall be provided to the City whereby the City shall research each incident at the discretion of the City and be prepared to provide a written response to Contractor at the following evaluation meeting. Contractor shall also identify cause of possible delay and immediately implement corrective actions, if applicable, prior to monthly evaluation meetings.

The exceptions detailed below are a non-exhaustive list of what may be considered by the City. In all cases Contractor must document that the exemption being requested was the direct cause for the late response. The Contractor shall have access to all the City’s information related to contractor activities and include audio and data information on EMS/911 responses. Exception requests that may be considered by the City during the Contract period include, but are not limited to:

- (i) Call was reduced from Code-3 (emergency response) to Code-2 (non-emergency response by on-scene responders or by the dispatcher;
- (ii) Multiple units responded to the same scene;
- (iii) “Move up and cover” or “mutual aid” consistent with EMS policy and procedure;
- (iv) “Weather”, e.g., Haboob;
- (v) “Technology Failure” e.g., MCT terminal failure;
- (vi) Late responses due to circumstances not in Contractor control, e.g., railroads, as determined by both the Contractor and the City.
- (vii) Other factors beyond the reasonable control of the Contractor

In some cases, late responses will be excused from financial penalties and from response time compliance reports. The burden of proof that there is good cause for an exemption shall rest with the Contractor, and the Contractor must have acted in good faith. The alleged good cause must have been the causative factor in producing the excessive response time. Exceptions shall be considered on a case-by-case basis.

- d. Evaluation Data: The evaluation of response time data shall include the total number of requests for services within the City’s EMS Services Area and the total number of exceptions. Exceptions shall be determined at evaluation meetings. Contractor may request waiver of exceptions based upon extenuating circumstances. The Fire Chief or designee shall issue final determination of whether a call is excluded from the exceptions.

- e. Written Explanations: Upon request by City, Contractor agrees to prepare a written explanation for any incident in which the Contractor has not met the response time requirements. The Contractor’s explanation shall include a full discussion of the circumstances of the incident and any corrective action required to comply with the provisions of this Agreement during the remainder of the term of this Agreement.
  - f. Dispatch Methodology: Modifications of dispatch methodology may require modification to the response time performance and evaluation standards. Any changes or adjustments to the Dispatch Methodology that impact the Contractor’s ability to meet the required response time performance standards shall be agreed upon by both the Contractor and City and submitted to DHS for approval.
8. Liquidated Damages for Failure to Meet Requirements. City will notify Contractor in writing of any liquidated damages being assessed not less than 30 calendar days after they first become known to City. Upon notification of any liquidated damage assessments, Contractor will have 15 calendar days to dispute any assessment; any dispute must be submitted in writing. The City’s Contract Administrator and the EMS Division Manager from the jurisdiction where the instance took place (if applicable) will meet with Contractor to review the assessment and Contractor’s response and to determine the validity or invalidity of the assessment. Should the Contract Administrator, City’s EMS Division Manager (as applicable) and Contractor fail to reach an agreement on the validity or invalidity of the assessment, the matter will be referred to the Fire Chief (or their designee) of the jurisdiction where the instance took place who will review the circumstances of the assessment with the Contractor and Contract Administrator. The determination of the Fire Chief shall be final. The Problem Resolution Procedure as defined in Attachment C shall not be applicable to the assessment of liquidated damages.
- a. Failure to Meet 90% Response Time Requirement: The following liquidated damages table will not apply if there are less than 10 combined Code 3 calls and Code 2 responses in a given month. The following liquidated damages will be assessed when the Cumulative Response Time compliance for Code 3 calls and Code 2 calls combined fall below 90% for any given month.

<b>Compliance %</b>	<b>Liquidated Damages 10 to 19 combined Code 3 and Code 2 calls</b>	<b>Liquidated Damages 20+ combined Code 3 and Code 2 calls</b>
89.9%-89.0%	\$1,500	\$3,000
88.9%-88.0%	\$3,000	\$5,000
87.9%-87.0%	\$5,000	\$7,000
86.9%-86.0%	\$7,000	\$9,000
85.9%-85.0%	\$9,000	\$11,000
84.9% and below	\$10,000 plus \$2,000 per percentage point thereafter	\$13,000 plus \$3,000 per percentage point thereafter

- b. Notwithstanding liquidated damages in Section 9a, each Code 3 Cumulative Response Time in excess of 19 minutes 59 seconds will be assessed liquidated damages of \$1,000.
- c. Notwithstanding liquidated damages in Section 9a, each Code 2 Cumulative Response Time in excess of 29 minutes 59 seconds will be assessed liquidated damages of \$1,000.

- d. Failure to meet requirement for MCT use as defined in Section 7f for “en route” activation will result liquidated damages of \$1,000 per full percentage point under 95%.
  - e. Failure to meet requirement for MCT use as defined in Section 7f for “on-scene” activation will result liquidated damages of \$1,000 per full percentage point under 95%.
  - f. Assessed Liquidated Damages will be payable to the City.
9. Alternative Care and Transportation. As Arizona Statute and DHS regulations are revised to encompass the implementation of alternative care and transportation options and destinations for service originated within public safety dispatch, the Contractor will work cooperatively with the City to provide equipment, personnel, joint guidelines, and performance criteria. This process may include, but is not limited to, community paramedicine programs, stretcher vans, BLS transportation units, bariatric units, stand-by ambulances or other vehicles or personnel as necessary to meet future needs. Any amendments and/or related agreements developed to this end will come with the approval of the City, be in writing, signed by the Parties and are subject to DHS approval. For clarity and to avoid doubt, this cooperation Section 10 does not preclude Contractor from creating its own programs in accordance with applicable laws and regulations.
10. Ambulance and Locations.
- a. Contractor shall operate a sufficient number of ALS Ambulances to meet the response time standards set forth in Section 7. Upon execution of this Agreement, Contractor shall provide the City with a list of Designated Ambulances and substation locations of such ambulance units. This list shall be updated periodically as request by the City or upon the change in any substation location throughout the term of this Agreement.
  - b. On an ongoing basis, Contractor and City will review call volume, historical transport volume, historical response time performance and historical seasonal trends to evaluate the need for additional ambulance unit hours within the City. Contractor and City shall review actual data (time of day/day of week) to determine the appropriate times of operation for the additional unit hours.
  - c. Contractor will operate enough sub-operation stations within the City’s EMS Response Area to meet the defined response time requirements of this Agreement. Contractor agrees to work closely with the City in the determination of future station needs, which will ensure Contractor continues to meet the defined response time requirements of this Agreement. At the discretion of the Contractor, Contractor may lease space from the City at fair market value to quarter a twenty-four (24) hour ambulance crew and an ambulance. Contractor shall comply with sub-operation station requirements pursuant to the rules and regulations set forth by DHS.
  - d. The City serves as the first responder to the emergency needs of the City. The Contractor serves as a second-responder transport unit that provides assistance to the City’s Fire Department paramedic staff on-scene of an incident and as well as transportation to a local hospital. The City and Contractor agree that there are a number of times when the immediate dispatch of an ambulance transport unit is not required due to the minor nature of an incident. The City’s first responder Fire Department on many occasions arrives on the scene of an incident, provides an evaluation of the patient, and determines that ambulance transportation is not needed. The City agrees to work with Contractor in developing dispatch protocols that reduce the number of ambulance responses to incidents that are minor in nature and to establish protocols for the immediate cancellation of ambulance service in such cases, allowing for the immediate return of the ambulance to an available status, available to respond to other emergency calls within the City’s EMS Service Area.

11. ALS/BLS Ambulance Staffing Requirements.

- a. BLS transportation units shall be equipped and staffed to provide medical treatments, procedures, and techniques which may be administered or performed by an Emergency Medical Care Technician (EMCT).
- b. ALS transportation units shall be equipped and staffed to provide medical treatments, procedures, and techniques which may be administered or performed by an Emergency Medical Care Technician - Paramedic ("EMCT-P"). ALS transportation units shall meet minimum staffing of at least one (1) EMCT-P.

12. Ambulance Specifications and Maintenance.

- a. No later than the commencement date, or as approved by the City, of this Agreement, all ambulances shall be equipped, maintained, and operated in accordance with the laws of the State of Arizona and the rules and regulations of DHS. All Designated Ambulances shall be Type III, or as approved by the City, and meet all federal, state and DHS regulations. Ambulances shall be subject to inspection by the City at reasonable times and at reasonable intervals.
- b. Substitute Ambulances in place of Designated Ambulances shall be similarly equipped as the Designated Ambulances. Use of Substitute Ambulances for periods greater than twelve (12) hours shall require notification by the Contractor to the City.
- c. Contractor shall be responsible for all ambulance maintenance and repair, including but not limited to, all repair, preventative maintenance, parts replacement, labor and other actions necessary to keep each ambulance in safe and efficient operation conditions. The City reserves the right to review and audit maintenance reports of vehicles used to comply with this Agreement at reasonable times and at reasonable intervals.
- d. All Ambulances shall be additionally equipped to include the following:
  - (i) Designated Ambulances shall be of similar type that is agreed upon by the City and Contractor.
  - (ii.) Equipped with adequate crew cab A/C and separate standalone RV style A/C, heating and ventilation as agreed upon by the City and the contractor.
  - (iii) Provide a usable safety restraint system for personnel attending to patient, as agreed upon by the City and contractor.
- e. Each Designated Ambulance shall be identified as to its call sign (e.g. Ambulance 100 will have the designation 100 in no less than 6" letters on all 4 sides and no less than 22" letters on the roof of the vehicle).
- f. Contractor shall provide a list of all Designated Ambulances used to provide service under this Agreement. This list shall include; vehicle identification number, make, model, year of manufacture, current mileage, and complete maintenance history. This list shall be provided upon award of Contract and upon request of the City during the term of the Contract.

13. Equipment and Supplies. Contractor shall be solely responsible for providing all of the emergency medical equipment and supplies necessary for the Contractor to perform under this Agreement. The equipment and supplies shall be current in nature and maintained in accordance with standard medical practices, the laws of the State of Arizona, and regulations of DHS.

Without limiting the foregoing, Contractor shall install and maintain in each ambulance serving the EMS Service Area the following equipment:

- a. Mobile computer, docking station, AVL equipment and portable radios compatible with the City system that will allow for the dispatch and coordination of Contractor's ambulances through City's dispatching authority.
- b. Cellular telephone and radio equipment with a noise canceling microphone and speaker, located in the patient compartment of the ambulance, capable of communicating with appropriate medical direction.
- c. Child-restraint seating immediately available in each dedicated ambulance, and available upon request for non-designated Ambulances.
- d. All equipment identified by DHS for either ALS or BLS Ambulances.
- e. As mutually agreed upon by the Parties, EMS disposable tools and products listed on Attachment B of this Agreement, which is incorporated herein by this reference;
- f. All equipment listed in Attachment B to this Agreement, which is incorporated herein by this reference.
- g. Pre-emption emitter approved for use within the City's traffic control systems.

As mutually agreed upon by the Parties, City may under separate agreement purchase equipment for use in Designated Ambulances and lease to Contractor.

14. Additional Equipment. Upon 90 days prior written notice to Contractor, City may add equipment, goods, or products to the lists contained in Attachment B to this Agreement, if such equipment, goods, or products are reasonably necessary for patient care and/or to facilitate patient transfer in the EMS Service Area. City will provide Contractor with information showing that such items are reasonable and necessary. In the event that the cost of such items is economically prohibitive to Contractor, Contractor shall provide City with a letter of explanation regarding the same. The cost of such equipment or products shall not exceed \$3000.00 per Designated Ambulance per year. The efficacy of any City proposed changes shall be reviewed by Contractor's National Equipment Team. Any additional equipment shall remain the property of Contractor. In the event of a dispute over the efficacy of the proposed City changes, the Parties shall negotiate in good faith a reasonable resolution.

15. EMS System Disposable Supplies.

- a. El Mirage Fire Department's disposable supplies and pharmaceuticals shall be replaced by Contractor at fair market value at a flat rate per call that is calculated at the end of each month. This dollar amount will be set at the beginning of each calendar year. The dollar amount is currently six dollars (\$6.00) per transport. Each month El Mirage Fire Department will submit a CAD report showing all patient transports where El Mirage Fire Department provided first response and Contractor transported the patient. The Contractor shall reimburse El Mirage Fire Department using the per transport rate monthly in arrears. The replacement or reimbursement of materials is limited to calls resulting in ambulance transport.
- b. Contractor and City agree to review fixed reimbursement amount 90 days from the initiation of the agreement to determine if fair market value is set accordingly to the amount of supplies that the City used for patients that were transported for the first calendar year. Annual review will commence in December of the calendar year to be set

for the following year. Any adjustment to the fixed amount will take effect January of each calendar year.

- c. The provisions of this Section shall be implemented within ninety (90) days of execution of this Agreement.

16. Dispatch and Communications Fees.

- a. City shall pay the City of Phoenix for each 9-1-1 dispatch of an Ambulance pursuant to this Agreement. The fee will be the actual cost for City of Phoenix to provide dispatch services. Cost for dispatch services upon the execution of this Agreement will begin at current rate charged to the City (without mark-up) by the City of Phoenix with an annual evaluation and adjustment of the costs.
- b. Contractor shall reimburse on a monthly basis the City's actual cost of dispatch services as described in Section 17a.
- c. If required by the City of Phoenix the contractor shall execute an associate agreement and maintain good standing with the City of Phoenix Regional Dispatch Center. Contractor shall pay all fees set forth by the Phoenix agreement.

17. Radio Communications. When Contractor utilizes the City's radio frequencies, Contractor shall be required to adhere to Federal Communications Commission (FCC) rules and regulations regarding radio communications. Specific guidelines regarding direct communications on the City's communication system shall be by directive from the City. The City shall be the authority regarding the City's communication system utilization. Contractor acknowledges that the FCC license is held by the City and that any shared transmitter use under this Agreement and pursuant to Section 90.179 of the FCC's Rule shall be subject to the City's control.

18. Management and Supervisors. Contractor shall hire and maintain properly educated, trained, and experienced personnel to serve in Contractor's managerial and supervisory positions. Contractor shall identify one of their own staff as contract administrator/manager. The contract administrator/manager will act as a single point of contact for the City and will have the authority to make decisions on behalf of the Contractor regarding Contractor's operations under this Agreement. City reserves the right to request a change of the Contractor's contract administrator/manager.

19. Attendants.

- a. Contractor shall hire, train, and supervise all medical attendants in accordance with the laws of the State of Arizona and regulations of DHS. Attendants shall be properly certified Emergency Medical Care Technician (EMCT) and/or Emergency Medical Care Technician - Paramedic (EMCT-P).
- b. Designated Ambulances responding to calls for service within the City's EMS Services Area shall be staffed with personnel on a 24-hour shift schedule (3 platoon system; A, B, & C shifts) or such other schedule as the system requires. Due to workload, the Contractor may staff these units with split shift multiple crews as long as the same crews are used on each shift. The personnel may be replaced with any other Contractor personnel for the purpose of covering vacations, sick leave, or other temporary absences.

- c. Each ALS Ambulance responding to calls for service within the City's EMS Services Area shall be staffed with at least one EMCT and one EMCT-P. Contractor agrees to provide continuity of personnel stationed in the City to promote a cooperative work atmosphere for optimum patient care. This section may be modified by separate staffing agreements between the Parties.
- 20. Operators. Contractor shall hire, train, and supervise all operators of Ambulances in accordance with the laws of the State of Arizona and regulations of DHS. Operators shall be properly certified EMCT or EMCT-P and have completed a comprehensive emergency driver-training program and possess an appropriate driver's license. Contractor shall provide on a regular basis driver's training continued education and require all Contractor Ambulance personnel to attend. Records of attendance shall be maintained by Contractor and be made available on request.
- 21. Records.
  - a. Contractor shall maintain complete and accurate records in accordance with applicable laws, rules and regulations.
  - b. Contractor shall maintain records in accordance with the record retention requirements of the DHS, regarding the personnel dispatched on each responding Ambulance. Contractor shall make available to the City a complete and current record of all personnel employed to perform Contractor's obligations under this Agreement.
  - c. Records described in this Section shall be provided from time-to-time upon commercially reasonable request to the City.
- 22. Reporting Requirements.
  - a. All accounting records shall be maintained and reported in accordance with standard accounting procedures.
  - b. The reports, and associated deadlines, defined in this Agreement shall be submitted by the Contractor (provided that the City has supplied Contractor with the necessary information from its CAD) to the City and will be utilized in determining and measuring compliance with the terms of this Contract. City and Contractor, through mutual agreement, may choose to add to, or delete from, the list of required reports contained in this Agreement.
  - c. Upon commencement of the Agreement, Contractor shall provide the City's Contract Administrator with a list of all management, supervisory, vehicle maintenance, and field and dispatch personnel.
  - d. Contractor must submit service and deployment records to the City's Contractor Administrator on a monthly basis.
  - e. Failure to meet the requirements of this Section may result in a per occurrence assessment of liquidated damages in the amount of \$1,000.
- 23. Problem Resolution. All problems and issues between the City and Contractor, with reference to Agreement requirements or operational concerns, shall be handled promptly utilizing the Problem Resolution Guideline, Attachment C. The Problem Resolution Guideline does not diminish or replace any requirements for evaluating Contractor performance and/or other remedies provided for in this Agreement.
- 24. Cost of Service.

- a. All patient charges by Contractor for services to the public under the terms of this Agreement shall be in accordance with such rates and charges as may be approved by DHS or any successor governmental entity regulating rates and charges for Ambulance services. Contractor shall notify the City of any changes in the charges for services provided under this Agreement within (5) days after approval. The City shall not be responsible for non-payment of bills tendered to the individual(s) involved with the services rendered.
- b. In the event a ground Ambulance is en route to or has arrived on the scene, where Contractor did not transport the patient, and circumstances deemed air transport necessary, Contractor shall not charge the City for such response.
- c. Contractor may bill patient for meaningful ALS services that are rendered by Contractor in accordance with DHS regulation when transport is not provided by ground ambulance.

25. Provision of ALS Services.

- a. As part of City's provision of fire and rescue services and of Contractor's provision of ambulance transportation services, there are instances where, as determined by City's ALS medical authority at the scene and/or in conjunction with City's base station physician, a patient requires ALS services involving on-site emergency medical care and the administration of initial care and preliminary treatment procedures by City's certified Paramedics. As first responders on the scene, City reserves the right, at the discretion of the medical authority at the scene in keeping with the West Valley Off-Line Medical Direction Algorithms and/or in conjunction with City's base station physician, to provide ALS services to the patient utilizing City's own Paramedics until transfer of care to Contractor or the receiving hospital is complete.
- b. In those instances where Contractor provides transportation of a patient to whom City's Paramedics render ALS Services during transportation, Contractor shall bill the patient for the ALS Services provided to the patient by City's Paramedics. The billing shall be equal to the ALS base rate and other rates, fares, and charges permitted and authorized by law and/or the Arizona Department of Health Services. City Paramedic personnel in accordance with standards established by Contractor and required by third party payers, including Medicare, must appropriately document ALS Services. City shall cooperate with Contractor in providing appropriate reimbursement documentation training to City Paramedics.
- c. If the Contractor offers transition of care, there shall be no reimbursement to the City if City Paramedics render ALS services during transportation. If the Contractor does not offer transition of care to City Paramedics rendering ALS services to a patient or the patient's condition warrants additional ALS personal, then for each instance where Contractor provides transportation of a patient to whom City's Paramedics render ALS Services during transportation, Contractor agrees to pay City fifty percent (50%) of the difference between BLS base billing rate and the ALS base billing rate.

For each instance where Contractor provides a BLS transportation unit for a patient to whom requires the City's Paramedics to render ALS Services during transportation, Contractor agrees to pay City 100% of the difference between the BLS base billing rate and ALS base billing rate, regardless of call type.

The Contractor and the City with Medical Direction participation will develop a comprehensive ALS ride-in algorithm. For clarity, mileage reimbursement is excluded from the calculations above and remains a reimbursement solely to Contractor.

The City, on a monthly basis, will provide a listing of all transports where ALS Services by City's Paramedics were required for effective patient care and City Paramedic accompanied the patient to the health care facility. This list shall include the date of service, address of pick-up location, patient's first and last name and the destination point. Contractor and City shall review the completeness of required documentation and final determination shall be agreed upon by both Contractor and City as to the appropriateness of an ALS Service classification.

- d. Contractor shall provide payment to City within 45 days of receipt of invoice from the City. Payments shall be made to City regardless of whether Contractor has billed and received payment from the patient. Late payments will be subject to 1.5% monthly interest.
  - e. Nothing herein shall be construed to govern, alter, or amend Contractor's rates, fares, or charges. All such rates, fares, or charges by Contractor shall be in accordance with and shall not be greater or lesser than or different from Contractor's rates, fares, or charges as may be approved, fixed, determined, established, and/or authorized by the DHS (or any successor governmental entity regulating such rates, fares, or charges) for the service provided.
  - f. City's Paramedics shall at all times be properly certified in accordance with the laws of the State of Arizona and the Rules and Regulations of the Arizona Department of Health Services. At Contractor's request, the City shall supply Contractor with a list and certification of its personnel that provide services.
26. Independent Contractor. No personnel of City providing ALS Service as described herein shall be considered an employee of Contractor. City shall have the total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation and occupational diseases compensation insurance, unemployment compensation, other benefits and all taxes and premiums appurtenant thereto and all other appropriate insurance concerning City personnel providing ALS services described herein, and City shall indemnify and hold harmless with respect thereto. City shall retain complete control of its personnel and Contractor shall have no authority to direct the operations of City personnel, or to hire, fire, or make other decisions regarding the terms and conditions of their employment.
27. Contract Administration.
- a. The City will identify a Contract Administrator for the City. At a minimum the Contract Administrator will have responsibility for the following:
    - (i) Assure compliance with the Agreement within the City.
    - (ii) Develop, conduct and coordinate training for personnel, as outlined in Section 34 of this Agreement.
    - (iii) Participate in meetings with Contractor.
    - (iv) Act as liaison with Contractor and medical facilities receiving patients.
    - (v) Coordinate research and reporting on Ambulance services and transports.
    - (vi) Perform field observations and report such observations to Contractor and the City.
    - (vii) Monitor response times.
    - (viii) Coordinate Ambulance coverage for special events and Fire Department training.

- (ix) Coordinate or conduct customer (including patient) surveys and such other similar duties as assigned.
- (x) Act as primary liaison between City and the Contractor in the problem resolution process.

28. Electronic Patient Care Reporting. The City, reserve the right to implement a program for electronic patient care reporting (ePCR). Upon notification from City of their intent to implement such a system or systems, Contractor will work diligently with City, their vendors or contractors, to develop interoperability between the City and the Contractor's ePCR system. The goal of developing interoperability will be, at a minimum, to establish seamless transfer of data between the City and the Contractor's ePCR system.

29. Solicitation of Patient Information.

- a. Contractor agrees to abide by all policies, standards, and security procedures established by City and DHS relating to the release of information concerning the injured party to the extent such policies are not inconsistent with other legal requirements imposed by law.

30. Confidential Information.

- a. As part of Contractor's performance under this Agreement, Contractor, its employees and agents, may be exposed to certain confidential and/or proprietary information of City. As used in this Agreement, the term "Confidential Information" means any information, whether oral or in writing or in any other medium, relating to the management, operations, products, intentions, plans, goals, objectives, inventions, data, records, costs, employee information, technical information, and other propriety information whether developed by the City or furnished to the City by other third parties, and all information which arises out of or relates to the analysis and evaluation of the Confidential Information.

Notwithstanding the foregoing, the term "Confidential Information" does not include information that:

- (i) Was publicly available at the time it was disclosed to Contractor or which, through no act or omission of Contractor, becomes publicly available before Contractor discloses it to a third-party;
  - (ii) The City regularly discloses to third parties without restriction on disclosure;
  - (iii) Contractor already rightfully possessed, without obligation of confidentiality, before the City disclosed it to the Contractor;
  - (iv) Contractor rightfully receives without obligation of confidentiality from any unrelated third-party;
  - (v) Contractor develops independently without reliance upon or use of the Confidential Information; or
  - (vi) Contractor is required to disclose pursuant to Arizona's public records law (A.R.S. § 39-121 et. seq.) or other applicable law, subpoena, or court order.
- b. Contractor will make no disclosure of any Confidential Information to third parties except upon City's explicit written permission. If Contractor loses or makes unauthorized disclosure of City Confidential Information, it shall notify the City immediately and take all

steps reasonable and necessary to retrieve the lost or improperly disclosed information. Contractor shall use the same care to prevent disclosure of City Confidential Information as Contractor uses with respect to its own confidential information of a similar nature, which shall not in any case be less than the care a reasonable business person would use under similar circumstances.

- c. The City shall retain all right, title and interest in and to their Confidential Information.
31. HIPAA Reporting Requirements. To the extent required by law, Contractor agrees to comply with the provision of the Health Insurance Portability and Accountability Act of 1996, related regulations, as amended ("HIPAA"). In particular, to the extent required by law, the Contractor agrees to comply with the provisions set forth in Attachment E regarding such Protected Health Information. Contractor's obligations under this sub-part shall survive the expiration or termination of this Contract regardless of the reason for such termination.
  32. Training. Contractor agrees to make available the personnel, equipment, and Ambulances necessary to participate in the following.
    - a. A minimum of one (1) City disaster training drill per calendar year.
    - b. Contractor agrees to schedule and participate in a minimum of two (2) training sessions annually with City. These sessions shall cover the integration of Fire Department EMS procedures, command procedures, patient care management, and other subjects as deemed necessary by the City Fire Department. At a minimum, a City training sessions shall be attended by respective Designated Ambulance personnel.
    - c. Orientation training with City in operational procedures and patient care management for all new employees dedicated to the contracted area.
    - d. Continuing education training for Contractor's response personnel to meet DHS requirements for EMCT and EMCT-P personnel.
    - e. Compliance with all current OSHA training requirements including infection control and blood borne pathogen management.
  33. Emergency Standby. Contractor agrees to provide an ambulance for emergency scene standby, at no charge to the City, when a fire or police incident commander or City representative has reason to believe the situation warrants an ambulance standby.
  34. Notification of Services Not Requested By City.
    - a. Contractor shall notify City of any standbys at special events within the City. Contractor shall work with City to develop procedures for dealing with emergency incidents that may occur at such events.
    - b. Contractor shall immediately upon receipt notify City's 9-1-1 Emergency Dispatch Center of any Code 3 responses (Code 3 at any point during response) within the City in which the request for response was not initiated from the City's 9-1-1 Emergency Dispatch Center. The City, at its discretion, may dispatch City's Fire Department emergency medical personnel to the incident. In such case, all provisions of this Agreement shall apply, excluding the requirements in Section 7.
  35. Control of Incident/Scene. Contractor agrees that the City's emergency medical personnel, when present at the scene of an emergency, shall be considered to be the initial authority until transfer of care to Contractor's personnel is complete. Further, Contractor's employees shall comply with

the operating procedures adopted by the City for ambulances and ambulance personnel to the extent such compliance will not cause a violation of a DHS requirement.

36. Transfer Procedure. The City shall advise Contractor of the status of any injured or ill person at an emergency incident. To provide for the transfer of responsibility for the care of such person or persons, City and Contractor hereby establish and agree upon the Transfer Procedure attached hereto and incorporated herein as Attachment D specifically detailing such procedures. All transfer procedures may be amended by mutual written agreement between City and Contractor. Any amendment to the transfer procedures will be submitted to DHS for approval prior to their implementation.

In situations that require Fire Department personnel to accompany a patient in the Contractor's vehicle, Contractor agrees to return those personnel to their respective fire stations or units upon the transfer of patient care unless subjected to emergency system demands.

37. Base Hospital. The City has entered into an Emergency Base Hospital Agreement with a hospital (currently Banner Boswell) near the City's service area. The Agreement sets forth Hospital responsibilities and identifies Hospital personnel for providing medical direction to the City, including direction to the Fire Department and Contractor personnel engaged in carrying out the medical ground transportation services specified within this Agreement. Contractor must ensure that permanently assigned personnel utilize the services available pursuant to the Emergency Base Hospital Agreement at all times and, as a Contractor for medical services with the City; Contractor must fully comply with the terms and conditions of such Agreement. Specifically, Contractor agrees to require its permanently assigned personnel to utilize, in every indicated circumstance, medical advice and services pursuant to the Emergency Base Hospital Agreements. Should the City enter into an Emergency Base Hospital Agreement with any other hospital, the Contractor agrees to honor that Agreement in the same manner as the current Agreement.

38. Emergency/Disaster Assistance. Contractor shall set forth its plans for responding to major emergency situations within the EMS Services Area and outside the EMS Services Area where Designated Ambulances may be involved. In addition, Contractor must set forth its plans for declared disaster situations and required assistance. All such plans must be in accordance with and comply with applicable law, regulation, rules, policies and protocols.

39. Continuous Service Delivery. The City may terminate this Agreement in the event of any material default by Contractor as defined herein. As a condition precedent to termination by City, City shall provide Contractor with no less than thirty (30) days' advance written notice citing, with specificity, the basis for the material default (the "Breach Notice"). In the event Contractor shall have cured the material default within such thirty (30) days period, or such longer period as may be specified in the Breach Notice, this Agreement shall remain in full force and effect. In the event City reasonably deems Contractor to remain in material default as of the end of the notice period specified in the Breach Notice, City shall provide Contractor with a notice of termination ("Termination Notice"), setting forth the specific reasons the City believes Contractor remains in Material Breach and the effective date of termination ("Termination Date"), which shall be no less than thirty (30) days from the date of the Termination Notice. In the event of termination by either party for any reason, or of expiration of this Agreement, Contractor shall cooperate with City and with the successor provider to help assure a smooth transition.

City may terminate the Agreement if Contractor is deemed to be in material default four (4) or more times in any twelve (12) month period regardless of whether Contractor has cured the material default.

40. Insurance.

- a. Contractor shall carry all insurance with respect to the Ambulances and personnel engaged in the performance of Contractor's duties under this Agreement as may be required by all applicable federal, state, county, and city laws, ordinances, charters, rules, regulations and codes.
  - b. Without limiting any of their obligations or liabilities, the Contractor, at its own expense, shall purchase and maintain the minimum insurance specified in Section 42 of this Agreement with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance, and with forms reasonably satisfactory to the City.
  - c. Additional Insured: The insurance coverage, except Workers' Compensation and Professional Liability, required by this Agreement, shall name the City, its agents, representatives, board members, officials, employees, and officers, as Additional insured's, and shall specify that insurance afforded the Contractor shall be primary insurance, and that any insurance coverage carried by the City or its employees shall be excess coverage, and not contributory coverage to that provided by the Contractor.
  - d. Coverage Term: All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this Agreement, at the sole discretion of City.
  - e. Insurance Company Rating: Any insurance company issuing a policy under this Agreement shall have an AM Best's financial rating of A-7 or better in the then current edition of Best Rating Guide, or in the alternative, be approved by the City as an otherwise acceptable carrier. Contractor shall notify the City, in writing, of Contractor's default in payment of insurance premiums no less than ten (10) days prior to any cancellation of the insurance. If City so elects, City may make payment of the insurance premiums to maintain the Contractor's insurance coverage in full force and effect. In the event the City elects to pay the insurance premiums in arrears, it shall be entitled to recover any premium paid from the Contractor. This in no way shall imply the Contractor is covered by the City's insurance or self-insured retention.
41. Minimum Insurance Coverage. Contractor shall procure and maintain the following minimum insurance coverage. It is specifically noted that the insurance coverage and limits of liability required by the Agreement may be provided by a combination of primary and excess liability policies and self-insurance retentions or deductibles as applicable. It is also noted that the liability insurance policies purchased by the Contractor provide coverage for general Contractor operations and include, but are not exclusively limited to this Agreement.
- a. Automobile Liability: Commercial/Business Automobile Liability insurance with coverage limits of not less than \$2,000,000 (combined single limit), with respect to the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractors work or services, and an annual aggregate limit of \$10,000,000.
  - b. Commercial General Liability: Commercial General Liability insurance with coverage limits of not less than \$2,000,000 for each occurrence asserted and a \$10,000,000 annual aggregate limit (which may be satisfied with inclusion of umbrella policy). The policy shall include coverage for bodily injury, property damage, personal injury, products and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract. The following entities must be named as additional insured's and endorsed to contractor's policy(ies) for general liability: City of El Mirage, officers, volunteers, officials, employees, agents and elected officials.

In the event the general liability insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of work or services as evidenced by annual Certificates of Insurance and endorsements, as applicable.

Such policy shall contain a "severability of interests" provision (a.k.a. "cross liability" and "separation of insured") and shall not contain a sunset provision or commutation clause, or any provision which would serve to eliminate third party action over claims.

- c. Professional Liability: The Contractor providing the services required by this Agreement will maintain Professional Liability Insurance covering errors and omissions arising out of the work or services performed by the Contractor or any person employed by the Contractor, with coverage limits of not less than \$2,000,000 each occurrence asserted and \$10,000,000 annual aggregate limit.

In the event the insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion of all work or services contemplated by this Agreement to be evidenced by annual Certificates of Insurance and endorsements, as applicable.

- d. Worker's Compensation: The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

- e. Evidence of Insurance: Contractor will provide City with certificates of insurance and additional insured certificates prior to implementation of this agreement. Thereafter, Contractor will provide evidence of renewal coverage within thirty (30) days after policy(ies) renew. In the event of cancellation of any policy(ies) referenced herein, Contractor must notify the City thirty (30) days prior to policy(ies) cancellation for non-payment of premium.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as provided by the Contractor herein.

42. Indemnity by Contractor.

- a. In any occurrence resulting in claims, lawsuits or assertions of liability caused in whole or in part by any act or omission of the Contractor or any of its employees or agents the Contractor agrees to indemnify, defend and hold harmless the City, its Mayors and Councils, appointed boards and Commissions, Administrative Medical Director, officials, officers, and employees, individually and collectively from and against all such claims, lawsuits or assertions of liability.
- b. Contractor's duty to defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) to the extent attributable to personal or bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting there from, caused in whole or in part by any act or omission of the Contractor, its Subcontractor, anyone directly or indirectly employed by them.

- c. Contractor agrees to indemnify, defend and hold City harmless from and against any and all penalties and damages incurred by City as a result of Contractor's failure to obtain any permit or license required under, or to comply with any applicable laws, ordinances or regulations.
- d. The amount and types of insurance coverage requirements set forth in this Agreement will in no way be construed as limiting the scope of indemnity in this section.

43. Indemnity by City.

- a. In any occurrence resulting in claims, lawsuits or assertions of liability caused solely by any negligent act or omission of the City or any of its employees or agents the City agrees to indemnify, defend and hold harmless the Contractor, its Board of Directors, officials, officers, and employees, individually and collectively from and against all liability.
- b. City's duty to defend, indemnify and hold harmless the Contractor, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) to the extent attributable to personal or bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting there from, caused solely by any act or omission of the City, its contractor(s), its employees or anyone for whose acts the City may be liable.
- c. City agrees to indemnify, defend and hold Contractor harmless from and against any and all penalties and damages incurred by Contractor as a result of City's failure to obtain any permit or license required under, or to comply with any applicable laws, ordinances or regulations.
- d. The amount and types of insurance coverage requirements set forth in this Agreement will in no way be construed as limiting the scope of indemnity of the City.

44. Compliance with Law. Contractor shall comply with all requirements of any applicable federal, state, county, or city laws, statutes, ordinances, charters, codes, rules, regulations, and other governmental requirements, including but not limited to Arizona Statute and regulations of DHS and the charter or ordinances of the City. No provisions of this Agreement shall be construed to require Contractor to violate any orders or decisions issued by the Director of DHS or any governing statute or administrative rules regarding the provision of Ambulance or Ambulance service to the public. Furthermore, Contractor is advised that this Agreement is subject to cancellation pursuant to ARS 38-511. City shall comply with all requirements of any applicable federal, state, county, or city laws, statutes, ordinances, charters, codes, rules, regulations, and other governmental requirements. Additionally, Contractor agrees to comply with the requirements of (and as defined in) the Health Insurance Portability and Accountability Act of 1996, as codified as 42 U.S.C. § 1320d through d-8 ("HIPAA"), and the regulations promulgated there under, including without limitation the federal privacy regulations as contained in 45 CFR Part 164 (the "Federal Privacy Standards"), the federal security regulations as contained in 45 CFR Part 142 (the "Federal Security Standards"), and state privacy laws, all as amended, regarding the confidentiality of all patient information and records applicable to the obligations of City and as set forth in Attachment E. In compliance with ARS 35-393 et seq., Contractor is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel.

45. Compliance with Federal and State Immigration Laws. The Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City or its agents to inspect personnel records to verify such compliance. The Contractor shall ensure and keep appropriate records to demonstrate that all employees have a legal right to live and work in the United States.

Under the provisions of A.R.S. §41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Contractor or Subcontractors employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor 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 the Contractor and any of subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed. Neither the Contractor nor any of Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the 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, Subsection A.

46. Drug Free Workplace Program. Contractor shall maintain a drug free workplace in compliance with federal law.
47. Affirmative Action in Employment. Any Contractor performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, religion, sex or national origin, qualified individuals because of their disability status, nor otherwise commit an unfair employment practice. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are dealt with during employment without regard to their race, creed, color, age, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
48. Independent Contractor Status. This Agreement is not intended to and shall not constitute, create, give rise to, or otherwise recognize a joint venture, partnership agreement or relationship, or any other formal business organization or association of any kind between the parties, and the rights and obligations of the parties shall be only those expressly stated in this Agreement. The parties hereby agree that no person supplied by Contractor in the performance of this Agreement shall be an employee of the City and further agree that no right of the City's' civil service, retirement, or personnel rules shall accrue to such persons. Contractor shall have the total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation insurance, unemployment compensation, other benefits and all taxes and premiums appurtenant thereto concerning Contractor's employees in the performance of this Agreement, and Contractor shall indemnify and hold City harmless with respect thereto. City shall have the total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation insurance, unemployment compensation, other benefits and all taxes and premiums appurtenant thereto concerning City's employees in the performance of this Agreement, and City shall indemnify and hold Contractor harmless with respect thereto.
49. Interruption of Service.

- a. In the event the Contractor is unable to provide adequate personnel to properly operate the above determined number of Designated Ambulances as required by this Agreement, the Contractor shall immediately allow the City to staff and operate a sufficient number of Ambulances, as permitted by Arizona law, in order to meet the response time standards. Contractor agrees to reimburse the City for reasonable labor costs. Any alteration in the method or nature service delivery as described in this section shall be subject to the statutory authority and approval of DHS as provided in ARS 36-2242.
- b. If Contractor knows or suspects that there is a possibility that Contractor may suffer a shortage of personnel that will affect Contractor's ability to make available to the City the number of operational Dedicated Ambulances needed to meet the requirements of Section 7, Contractor shall notify City of such possibility at least 72 hours prior to the anticipated occurrence of the personnel shortage. If Contractor knows or suspects such possible personnel shortage after this 72-hour notification deadline, Contractor shall notify City of such possibility immediately.

50. Performance Bond. Prior to execution of this Agreement contractor shall provide a performance bond in the amount of one million dollars (\$1,000,000) for the faithful performance of services and conditions set forth herein. The following shall be the conditions precedent before the City may draw on the performance security: (i) the City declares Contractor in Material Default; (ii) the Contractor fails to cure the Material Default within thirty (30) days or exceed the number of Material Defaults permitted in a twelve (12) month period pursuant to section 40; and (iii) the City terminates the Agreement.

- a. The bond shall be issued by a surety company holding a Certificate of Authority to transact surety business in the state of Arizona, issued by the Director of the Arizona Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds. The Certificate shall have been issued or updated within two years prior to the execution of this Agreement.
- b. The bonds shall be made payable and acceptable to the City of El Mirage.
- c. The bond shall be written or countersigned by an authorized representative of the surety who is either a resident of the state of Arizona or whose principal office is maintained in this state, as required by law, and the bonds shall have attached thereto a certified copy of Power of Attorney of the signing official.
- d. The bond submitted shall be provided by a company which has been rated "A- or better" by the A.M. Best Company.
- e. Personal or individual bonds are not acceptable.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under this Agreement, the Contractor shall promptly furnish a copy of the bond or shall permit a copy of the bond to be made.

51. Material Default.

- a. In addition to the conditions pursuant to section 39, Contractor shall be in Material Default under this Agreement if any of the following occur:
  - (i) The Contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. The Contractor must stay fully informed of existing and future Federal, State and Local laws, ordinances and regulations that in any manner affect the fulfillment of this contract and shall comply with the same. The Contractor's personnel, facilities

and equipment shall be in full compliance with all applicable federal, state and local health, environmental and safety laws, regulations, standards, ordinances, and privilege license and permit requirements, whether or not they have been referenced by the City. Failure to comply shall be in default.

- (ii) Any of Contractor's insurance (including, without limitation, workers compensation and occupational disease insurance) required by law, required by this Agreement, or required by DHS is revoked, terminated or surrendered, or lapses.
- (iii) Contractor becomes insolvent or is a party to any voluntary or involuntary bankruptcy or receiving proceeding, or there is any similar action that affects Contractor's capability to perform under this Agreement.
- (iv) Contractor fails to chronically comply with the dispatch protocols of the City. For purposes of this Section chronically shall mean three (3) or more times in any thirty (30) day period.
- (v) Contractor repeatedly engages in inappropriate or unauthorized use of City radio communication system. City will engage in the problem resolution procedure prior to default.
- (vi) Contractor fails to meet the monthly response time requirements under Section 7 of this Agreement three (3) times within any consecutive twelve (12) month period.
- (vii) Contractor fails to have any equipment required by Sections 12, 13, 14, 15 in dedicated Ambulance responding to a request for Ambulance transportation made by the City. City will engage in the problem resolution procedure prior to default. Any occurrence of equipment not being available through no fault of Contractor shall be excluded from the calculation.
- (viii) Contractor otherwise fails to perform or comply with the terms and conditions of this Agreement after reasonable notice from the City and opportunity to cure, subject to the limitations on the number of Material Defaults and permitted cure periods set forth in section 39.
- (ix) Contractor chronically fails to have a sufficient number of Designated Ambulances available to the City to meet response time standards. For purposes of this Section chronically shall mean three (3) times in any ninety (90) day period. Any occurrence of a Designated Ambulance not being available through no fault of Contractor shall be excluded from the calculation.
- (x) An Ambulance suffers a breakdown of any kind while transporting a patient, unless, however, such breakdown resulted from an unforeseeable cause and Contractor can show that Contractor was in compliance with its maintenance requirements set forth in Section 12, and has resolved any and all defects resulting from DHS' ambulance inspections. City will engage in the problem resolution procedure prior to default.

- b. All remedies at law, in equity, and under this Agreement shall be available in the event of default under this Agreement.

52. Termination.

- a. Termination Upon Default: The City may terminate this Agreement if the Contractor has failed to cure a default within thirty (30) calendar days after receiving written notice specially setting forth such default. Such termination shall be effective on the date set forth in the default notice or other date specified by the City.
  - b. Termination Upon Notice: Either party may terminate this Agreement for any reason, at any time, upon 90 days written notice. Such termination shall be effective 90 days after the date of such notice. No termination upon notice shall constitute a waiver of any rights granted under this Agreement, or at law or in equity for any default under this Agreement. If Agreement is terminated by Contractor, Contractor agrees to abide by the "Lame Duck" provisions detailed in Section 53.
  - c. Termination for Life Safety Issues: The City may immediately terminate the Agreement if City determines that Contractor's significant or persistent failure to meet the requirements of the Agreement may endanger public health or safety.
53. "Lame Duck" Provisions. Should Contractor be unsuccessful in a subsequent Emergency Transportation and Medical Services Agreement award process with City, Contractor shall, as required by the City, continue to provide services required under the Agreement until a new contractor is selected and performing services. Under these circumstances, Contractor will provide services as a lame duck contractor for a period not longer than 180 days.
54. Attorney's Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to recover their reasonable costs and attorneys' fees. Prior to bringing any action both parties agree to utilize the Problem Resolution Procedure provided in paragraph 23 Problem Resolution and Attachment C.
55. Successors and Assigns. Contractor shall not subcontract, convey, transfer, assign, hypothecate, or otherwise encumber this Agreement, or any right, title or interest herein, whether voluntarily or by operation of the law without first obtaining the express written approval and permission of the City.
56. Controlling Law. This Agreement shall be construed in accordance with and shall be controlled by the laws of the State of Arizona.
57. Surviving Provisions. The obligations under Section 21 (Records), Section 42 (Indemnity by Contractor), Section 43 (Indemnity by City), Section 49 (Interruption of Service), and Section 56 (Controlling Law) shall survive expiration or other termination of this agreement.
58. Pilot Program. Contractor agrees to meet with the City upon request at reasonable times convenient to Contractor to discuss the development of pilot programs and studies that may enhance service delivery or improve responder safety.
59. Customer Satisfaction.
- a. City may survey patients and their families to determine the level of public satisfaction with Contractor's services. Contractor shall be allowed to respond to any unfavorable responses from users.
  - b. City may survey professionals that interact with the Contractor during transports, i.e. City personnel, hospital staff, etc.
  - c. City may require the Contractor too periodically (up to two times per calendar year) perform patient surveys and share the results with the City. Patient surveys may be conducted by Contractor or by an independent contractor. In either case, the survey tool

and methodology will be reviewed and approved by the City, provided that such review and approval shall not be unreasonably withheld.

d. The City will work with Contractor to develop and establish performance related benchmarks.

60. Other Agreements. This Agreement shall not preclude the City from entering into other agreements with the Contractor provided that the provisions of such agreement are not included in or in conflict with this Agreement. Any such agreements that are subject to DHS jurisdiction shall be submitted to DHS for approval prior to implementation.

61. Monthly Payments. The City and Contractor may meet the payment obligations of Section 15 (EMS System Disposable Supplies), Section 16 (Dispatch and Communications Fees), and Section 25 (Provision of ALS Services) by determining a consistent monthly payment schedule based on historical data. A reconciliation period will occur annually during the month of July. During that period the Parties will meet to ensure the obligations of this Agreement have been met. Compensation required to resolve any overpayment or underpayment shall be made within 30 days of final reconciliation.

## SIGNATURES BEGIN ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have placed their signature on the day and year first above written.

**CITY**

**CONTRACTOR**

**City of El Mirage**

**American Medical Response of Maricopa, LLC**

By: \_\_\_\_\_

DocuSigned by:  
*Glenn Kasprzyk*  
By: \_\_\_\_\_  
Glenn Kasprzyk

Its: \_\_\_\_\_

Its: President Southwest Region

Date: \_\_\_\_\_

Date: 2/7/2022

ATTEST:

By: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

**Attachment A**  
**(Current DHS authorization to provide ambulance services in Arizona)**

**ARIZONA DEPARTMENT OF HEALTH SERVICES**

STATE OF ARIZONA

CERTIFICATE NO. - 136 -

County of Maricopa

) ss

DOCKET NO. EMS 01532

THE ARIZONA DEPARTMENT OF HEALTH SERVICES has found, under the authority of A.R.S. § 36-2232 of §§ and Pursuant to Department of Health Services rules, that public necessity requires the operation of

**AMERICAN MEDICAL RESPONSE OF MARICOPA, LLC,  
dba AMERICAN MEDICAL RESPONSE, dba AMR, dba SW GENERAL INC., dba  
SOUTHWEST AMBULANCE, dba SOUTHWEST AMBULANCE OF CASA GRANDE, INC.,  
dba SOUTHWEST AMBULANCE AND RESCUE OF ARIZONA**

as a ground ALS and BLS ambulance service in the State of Arizona for the transportation of individuals who are sick, injured, wounded or otherwise incapacitated or helpless within the following service area, with the following central operations station and response times:

**1. Service Area:**

- 1) *Beginning at the southwest corner of Maricopa County (32° 30' 17.80"N, 113° 20' 2.00"W). Proceed north and east along the Maricopa County Line to a point 0.19 miles east of Hwy 88 where the boundary of the Tonto National Forest turns south (33° 27' 57.24"N, 111° 28' 36.54"W). Proceed south and east along the Tonto National Forest to a point south of E. Hewitt Station Rd. where the Tonto National Forest boundary turns east (33° 16' 41.50"N, 111° 16' 8.28"W), then proceed due west to a point north of Florence Junction (33° 16' 41.50N, 111° 20' 18.1"W), then proceed south to Florence Junction (33° 15' 22"N, 111° 20' 18.1"W), then proceed southwest approximately 9.75 miles to a point where Combs Road intersects with the Fannin-McFarland Aqueduct (33° 13' 12.44"N, 111° 30' 3.22"W), then follow the Fannin-McFarland Aqueduct Southeast to the extension of N. Quail Run Lane (33° 12' 9.03"N, 111° 29' 34.96"W); proceed South to the intersection of N. Quail Run Lane and E Skyline Dr. (33° 11' 28.09"N, 111° 29' 34.02"W); then West to the intersection of E. Skyline Dr. & N. Gantzel Rd. (33° 11' 27.21"N, 111° 33' 24.14"W); then South to the intersection of N. Gantzel Rd. & E. Bella Vista Rd (33° 9' 42.26"N, 111° 32' 41.58"W); then East to*

Now, therefore, by virtue of the authority vested in the Arizona department of Health Services, under the constitution and laws of the State of Arizona, does hereby grant this

**RENEWAL**

**CERTIFICATE OF NECESSITY**

authorizing the operation of the aforesaid ambulance service for a period ending February 25, 2022 unless for cause sooner amended, suspended, revoked or terminated subject to the decisions and orders, and rules of the Department.

PROVIDED, that this certificate shall not be assigned nor transferred unless authorized by the Arizona Department of Health Services.

BY THE ORDER OF THE ARIZONA DEPARTMENT OF HEALTH SERVICES, IN WITNESS WHEREOF, I CARA M. CHRIST, MD the Director of the Arizona Department of Health Services, have hereunto set my hand and caused the official seal of the Arizona Department of Health Services to be affixed at Phoenix, Arizona on December 31, 2018



*[Signature]*  
DIRECTOR

### **Attachment B – Additional Equipment Requirements**

In addition to the Arizona Department of Health Services Equipment List for Ambulances (ALS/BLS), the City also requires the following equipment. This additional equipment requirement may be revised, subject to DHS approval, as specified under the Equipment and Supplies section (Section 13) of the Ambulance Transportation Service Agreement.

1. Monitor/Defibrillator – Physio Control LP 15 12 lead with external cardiac pacing capability, pulse oxygen Monitor, NIBP, and Capnography
2. Blood Glucose Monitor – Portable unit for evaluation of patient blood sugar levels.
3. Backboards – Equipment available on response units available for direct field exchange.
4. Electric powered gurney
5. (2) Stryker Lucas 3 Chest Compression Systems

## **Attachment C – Problem Resolution Procedure**

### OBJECTIVE

- To provide the City and Contractor with a means to identify and resolve issues as they arise.
- To institute a workable procedure for resolving issues which are not resolved on an individual basis.

#### A. Introduction

The majority of issues arising from disagreements in patient management with the ambulance provider can and should be dealt with on an individual basis with those individuals directly involved in the issue. A philosophy of fairness to all parties and thoroughness of investigation of all facts must be applied in all cases.

Some issues may not lend themselves to determination between the involved individuals and may require a progressive process involving management for ultimate resolution. The following paragraphs outline the steps for problem clearance.

#### B. Step 1

Upon identification of a situation requiring application of this problem clearance procedure, those individuals directly involved should attempt to resolve the issue immediately on a private one-on-one basis. If a resolution is mutually agreed upon, this procedure need not be carried further. Should either party involved in the issue prefer not to attempt resolution, if repeated cases occur, or if at any time the discussion on the matter becomes unproductive, attempts for initial resolution should be halted and Step 2 of this procedure applied.

#### Step 2

If initial resolution via a one-on-one basis for whatever reason is not possible, parties involved in the issue should present their concerns in writing with available facts to their agency's designated representative who can work to resolve the issue. These representatives from each agency should then interview the individuals from their agency directly involved in the issue to determine all facts. This should be done separately within 14 calendar days following written notification of the incident at issue. After the facts are gathered from the person being interviewed, the representatives from each agency should meet in a timely manner and discuss the issue. If the facts confirm that the situation requiring correction did occur, justifying the assembly of all parties to resolve the matter, then such a meeting shall be scheduled. If however, the matter can be resolved between the agency representatives, then the assembly of parties involved is not necessary.

If a need to assemble the parties involved persists, this should be done as soon as possible following the actual incident. The meeting shall involve only those parties directly involved in the incident and shall be held in private.

The objective of meeting should be to resolve this issue so that it does not recur. Resolutions may address related areas of training, policy revision and/or policy development, etc.

#### Step 3

Those issues not resolved through Steps 1 or 2 of this procedure shall be submitted in writing to each agency representative. Issues of this magnitude may include, but are not limited to, problems with contracted service, failure to comply with contract, or timely corrective action of situations discussed in Steps 1 and 2. Situations of this significance will be forwarded to the CEO, fire chief, or other agency identified representative(s).

The designated representative from each party may be permitted access to documentation and other investigative materials from previous attempts for resolution. Once adequate information and/or evidence on the matter is prepared, a meeting with those parties directly involved must be held in private. Following a thorough investigation and at the conclusion of the meeting, the parties shall attempt a mutually agreed upon resolution. If an agreement is not reached, the fire chief or his/her designee shall determine a resolution. The fire chief or his/her designee shall have the authority in determining such resolution to require any corrective action, up to and including termination of the Agreement. Such resolution shall be delivered to Contractor in writing and shall include the timelines under which any corrective action shall occur.

## **Attachment D – Patient Transfer Procedures**

It is the policy of the City to provide quality and efficient medical services to all injured or ill patients. The objective of this procedure is intended as a guide to the fire officer, ALS provider, and/or firefighter to act with the patient's well-being in mind.

In order to facilitate the most efficient transfer of patient care from Fire Department to Contractor for patient transportation and/or treatment, the following transfer procedures have been adopted.

Upon Ambulance arrival at the scene of a medical emergency where patient care is being provided by Fire Department personnel, the Ambulance crew shall report to the supervisor in charge of the incident. When arrival on scene of a multi-patient incident, the Ambulance crew shall report to command officer for assignment to avoid duplicating any patient assessment or treatment already completed. They shall work under the officer they are assigned for transportation assignments.

Fire department paramedic personnel shall remain in charge of patient care until it is specifically relinquished to ambulance personnel.

The Fire Department paramedic in charge will determine the necessity for Fire Department personnel to accompany the patient to the hospital. When the Fire Department paramedic accompanies the patient(s) to the hospital, the Fire Department paramedic shall remain in charge of patient care.

The base station hospital will maintain control of the patient and will be the final authority regarding patient care once contact with the base station physician has been made.

When verbal and/or written reports are required, the following information will be conveyed on the patient condition:

1. Verbal report on patient condition including:
  - Patient's chief complaint;
  - All pertinent negative/positive physical findings and patient's current condition;
  - All patient treatment done up to the time of transfer;
  - Name and location of base station physician consulted and orders received (if applicable); and
  - Patient destination.
2. Copy of written or electronic Fire Department EMS incident report signed by the Fire Department and Contractor's personnel.

All loading of patients into the Ambulance will be the responsibility of Contractor's personnel.

When requested by the Contractor, the Fire Department will provide additional personnel to assist during transport.

When the Ambulance has arrived on the scene of an EMS incident, prior to the arrival of a Fire Department unit, the officer in charge of the subsequently arriving fire department unit will seek out the Ambulance attendant in charge for a report on patient care that has already been

provided. Following this report, the Fire Department officer may assume Command of the incident/patient.

It shall be the responsibility of all agencies providing patient care to cooperate and assist in treatment and transportation requirements.

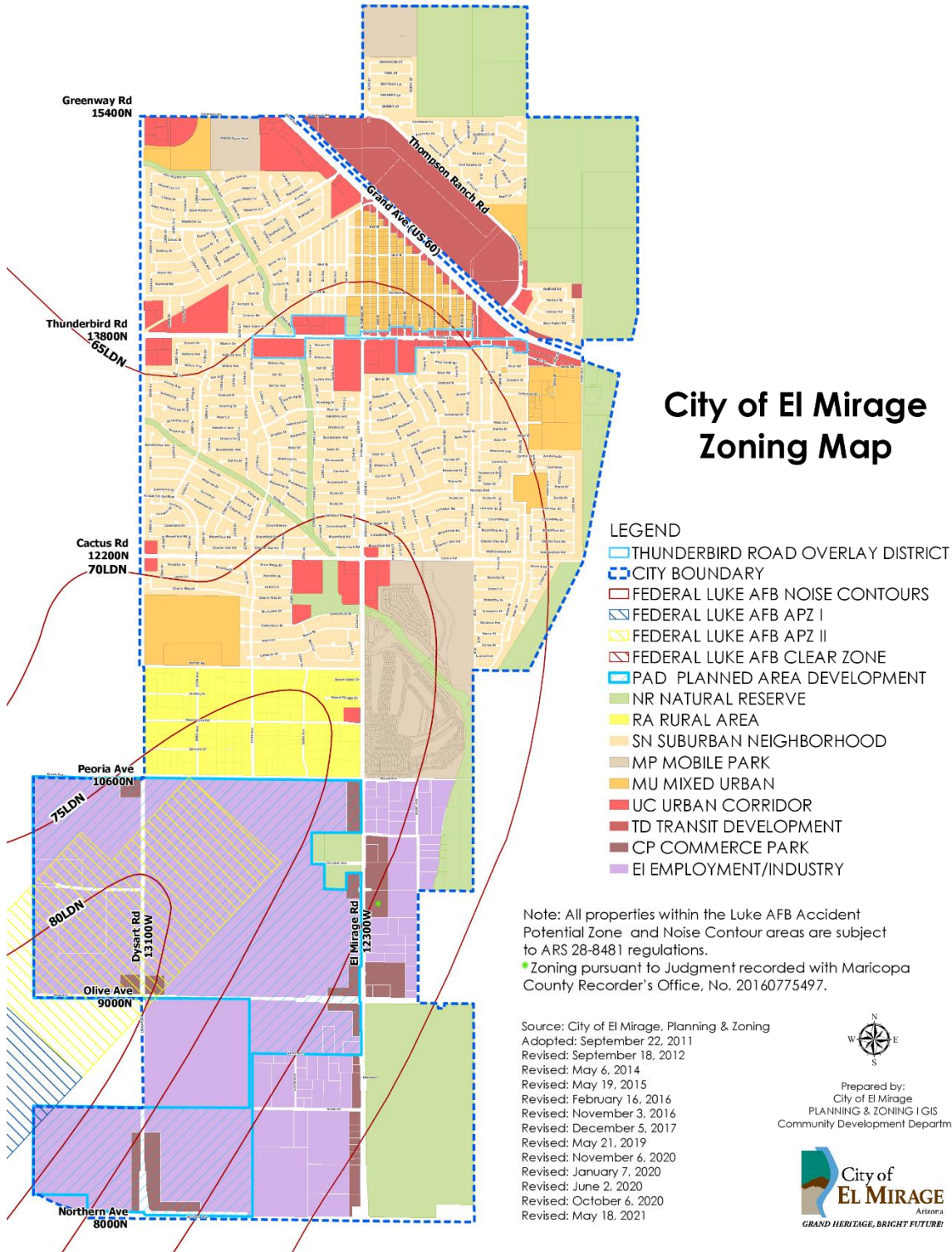
**Attachment E - PHI**

1. Definitions. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR Sections 160.103 and 164.501. For purposes of this Attachment E, Business Associate shall mean City.
2. Obligations and Activities of Business Associate. In conformity therewith, the Business Associate agrees that it will:
  - (a) Not use or further disclose Protected Health Information (PHI) except as permitted under the Agreement or required by law.
  - (b) Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by the Agreement.
  - (c) To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement.
  - (d) Report to Contractor any use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware.
  - (e) Ensure that any agents or subcontractors to whom Business Associate provides PHI, or who have access to PHI, or who the Business Associate receives PHI from, agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI;
  - (f) Make PHI available to Contractor and to the individual who has a right of access as required under HIPAA within thirty (30) days of the request by Contractor regarding the individual;
  - (g) Incorporate any amendments to PHI when directed by Contractor;
  - (h) Provide an accounting of all uses or disclosures of PHI made by Business Associate as required under the HIPAA privacy rule within sixty (60) days; and
  - (i) Make its internal practices, books and records relating to the use and disclosure of PHI available to the Contractor or Secretary of the Department of Health and Human Services for purposes of determining Business Associate's and Contractor's compliance with HIPAA.
3. Permitted Uses and Disclosures by Business Associates. The specific uses and disclosures of PHI that may be made by Business Associate on behalf of Contractor include:
  - (a) To perform functions, activities, or services for, or on behalf of, Contractor as specified in the Agreement and in compliance with HIPAA;
  - (b) For the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate;
  - (c) As required by law;
  - (d) Other uses or disclosures of PHI as permitted by HIPAA.

4. Effective Date and Termination.

- (a) Notwithstanding any other provisions of the Agreement, Contractor may terminate this Agreement, in its sole discretion, if Contractor determines that Business Associate has violated a term or provision of this Agreement, or if Business Associate engages in conduct which would, if committed by Contractor, result in a violation of HIPAA.
- (b) At the termination of this Agreement, Business Associate agrees to return or destroy all PHI received from, or created, or received by Business Associate on behalf of Contractor, and if return is infeasible, the protections of this agreement will extend to such PHI.

**Attachment F – EMS Service Area**  
 (City of El Mirage boundaries to be attached)



**Attachment G - Expectations**

The City expects the following from Contractor and its employees while carrying out the provisions of the Agreement.

Appearance – The City expects that all Contract Ambulance personnel will present themselves in a professional uniformed manor.

- A uniform that indicates the employee works for the contracted Ambulance provider
- Shirts tucked in
- If wearing a hat, hat should be provided by Contractor
- Boots and shoes should be zipped or tied

Responding – The City expects that every emergency response will be conducted in a safe and expeditious manner. This includes a prompt turnout time.

Communications – The City expects that Ambulance personnel utilize the proper “order model” when conducting radio communications.

Turn Around Time – The City expects contract Ambulance personnel will, as expeditiously as possible, return to available service within the City following transportation of patient to the hospital.