

**AMENDMENT NO. 1**

## Professional Services Agreement

(Medical Direction Consultant Services, Contract No. C20-0504)

This Amendment No. 1 (“Amendment”) to the Professional Services Agreement for Medical Direction Consultant Services (“Agreement”) is made this 15th day of June, 2023, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Redline Emergency Voice, Inc., an Arizona corporation, authorized to do business in Arizona (“Contractor”).

**RECITALS**

- A. City and Redline Emergency Voice, Inc. (“Contractor”) previously entered into Professional Services Agreement, Contract No. C20-0504, dated June 15, 2020 (“Agreement”); and
- B. City and Redline Emergency Voice, Inc. (“Contractor”) previously entered into an extension of the Professional Services Agreement, Contract No. C20-0504-1, to extend the agreement until June 15, 2023.
- C. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

**AGREEMENT**

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. **Recitals.** The recitals set forth above are not merely recitals but form an integral part of this Amendment.
2. **Term.** The term of the Agreement is extended for a one-year period from June 16, 2023 through June 15, 2024, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.
3. **Scope of Work.** Section 1.2.d of the Agreement is amended to state that subcontractors are allowed to be engaged under the Agreement only with the written permission of the City. This amendment is to allow for a sub-contractor to provide Administrative Medical Direction via Chief Medical Officer and Assistant Medical Director, as well as administrative medical direction support via support staff including continuing medical education services (webinars, learning management system, case review), and medical director administrative clerical support. Quality assurance medical direction support to include chart review, patient metrics aggregation, and physicians’ supervision. EMS medication support to include support for Agency medication vending machines and centralized controlled substance management. EMS system design and continuing support for EMS system enhancement for future EMS efforts.

4. **Compensation.** Increasing the not to exceed Agreement amount set forth in Exhibit D and in Section 4.1 by \$80,000.00 to a total of \$620,000 over the Term of the Agreement, including.
5. **Insurance Certificate.** Current certificate will expire on May 23, 2024, and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.
6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
7. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
8. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
  - (a) the forced labor of ethnic Uyghurs in the People’s Republic of China;
  - (b) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and
  - (c) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.
9. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
10. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona  
municipal corporation

\_\_\_\_\_  
Kevin R. Phelps, City Manager

ATTEST:

\_\_\_\_\_  
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey, City Attorney

Redline Emergency Voice, Inc.,  
an Arizona corporation



By: Dr. Garth Gemat

Its: President