

RESOLUTION NO. 2022-2203

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING MUTUAL AID AGREEMENT BETWEEN AMERICAN MEDICAL RESPONSE OF MARICOPA (AMR) AND THE CITY OF GOODYEAR, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ANY AND ALL DOCUMENTS AND TAKE ANY AND ALL ACTIONS NECESSARY FOR THE ADMINISTRATION OF THE AGREEMENT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Goodyear City Council, in an effort to provide ambulance services to its community in an efficient and effective manner, authorized the City Manager on March 2, 2020, to submit an application for a Certificate of Necessity (CON) to the Arizona Department of Health Services Bureau of Emergency Medical Services (DHS), and

WHEREAS, the city of Goodyear, currently has a pending application before DHS requesting a CON to operate a ground ambulance transport services within the Goodyear city limits; and

WHEREAS, the Goodyear city limits include the area of South Goodyear known as "Mobile"; and

WHEREAS, the city of Goodyear currently has a contract with Maricopa Ambulance, LLC, an authorized ground ambulance services provider, for the purpose of providing primary ground ambulance services within the city of Goodyear city limits which includes the Mobile area; and

WHEREAS, American Medical Response of Maricopa (AMR) is also an authorized ground ambulance services provider and its service area includes the Mobile area; and

WHEREAS, the city of Goodyear desires to have a secondary ambulance services provider for the purpose of providing back-up ambulances services to the Mobile area after Goodyear obtains its authority to operate a ground ambulance transport service from DHS; and

WHEREAS, after Goodyear obtains authority to operate a ground ambulance transport service, Goodyear and AMR will provide back-up ambulance services to each other, when available, within the Mobile area; and

WHEREAS, after Goodyear obtains authority to operate a ground ambulance transport service, either Goodyear or its contracted provider, Maricopa Ambulance, LLC, will provide primary ground ambulance transport service to the Mobile area; and

WHEREAS, after Goodyear obtains authority to operate a ground ambulance transport service, AMR will provide secondary ground ambulance transport services to the Mobile area; and

WHEREAS, the Mayor and Council of the city of Goodyear, Arizona find it is in best interest of the citizens of Goodyear to enter in this mutual aid agreement with AMR for back-up ambulance services for the Mobile area.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1. Approve the Ambulance Transportation Back-Up Agreement with American Medical Response of Maricopa and the City of Goodyear attached as Exhibit "A."

SECTION 2. Authorize and direct the City Manager or her designee to sign and execute the Mutual Aid Agreement and to take all actions necessary to carry out the intent of this Resolution and the Agreement.

SECTION 3. This Resolution shall become effective upon its adoption by the Mayor and Council of the City of Goodyear.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this _____ day of _____, 20____.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

EXHIBIT 'A'

AMBULANCE TRANSPORTATION BACK-UP AGREEMENT BETWEEN
AMERICAN MEDICAL RESPONSE AND THE CITY OF GOODYEAR

**AMBULANCE TRANSPORTATION BACK-UP AGREEMENT
BETWEEN AMERICAN MEDICAL RESPONSE OF MARICOPA and THE CITY OF GOODYEAR**

This Mutual Aid Agreement ("Agreement") is made and entered into on _____ ("Effective Date"), between the CITY OF GOODYEAR, an Arizona municipal corporation, acting by and through the GOODYEAR FIRE DEPARTMENT ("Goodyear") and AMERICAN MEDICAL RESPONSE OF MARICOPA ("AMR"). Both herein referred to as "Agencies" or "Agency" for the purpose of this Agreement.

WHEREAS, Goodyear and AMR (through its subsidiaries) recognize the necessity to cooperate and work together to provide for ambulance transport back-up aid and contingency assistance, at certain times, when either agency requests such back-up aid or assistance within an area of South Goodyear commonly known as Mobile.

WHEREAS, Goodyear has a contract with Maricopa Ambulance, LLC, which holds Certificate of Necessity ("CON") 147, to provide primary ground ambulance response and transports to Goodyear, including the area of South Goodyear commonly known as Mobile.

WHEREAS, Goodyear has filed an application requesting that the Director of the Arizona Department of Health Service issue Goodyear an Initial CON to operate a ground ambulance transport services in Goodyear, including the area of South Goodyear commonly known as Mobile.

WHEREAS, AMR subsidiaries American Medical Response of Maricopa, LLC and Professional Medical Transport, Inc. hold CONs 136 and 71 respectively, the service areas of which overlap with Goodyear's proposed service area, including the area of South Goodyear commonly known as Mobile.

NOW, THEREFORE, IT IS AGREED BY THE AGENCIES WHO HAVE DULY EXECUTED THIS AGREEMENT AS FOLLOWS:

SECTION 1. Ambulance Transportation Back-Up Aid and Contingency Agreement

The Agencies mutually agree to provide ambulance transport back-up aid and contingency service to each other, when available to do so, within the area of South Goodyear commonly known as Mobile. The Agencies agree that Mobile is defined by the following boundaries: Komatke Road is the north boundary, 67th Avenue is the east boundary, Schumacher Lane is the south boundary, and 115th Avenue is the west boundary. The Agencies hereby further agree that upon obtaining a CON, Goodyear or its contracted provider, Maricopa Ambulance, LLC, will provide primary first Advanced Life Support (ALS) and Basic Life Support (BLS) ground ambulance transport service to the area of Mobile, and that AMR response and transport will be secondary to Goodyear and Maricopa Ambulance for the area of Mobile.

SECTION 2. Term of Agreement

This Agreement shall be in full force and effect upon execution by both Agencies hereto. This Agreement shall be for a two-year period with three separate one-year extensions which will cause the Agreement to automatically renew on the annual effective date, unless the Agreement is cancelled by either Agency after the initial two-year term. Cancellation shall be effective upon either Agency providing thirty (30) days advance written notice of its intent to cancel the Agreement to the other Agency. The Agreement may only be amended through a writing signed by both Agencies.

SECTION 3. Authority to Respond to Provide Assistance

The authority to make requests for assistance or to provide aid under this Agreement shall reside with the requesting Agencies communications center, command personnel or the command personnel's designee.

SECTION 4. Requesting Assistance

Either Agency may request assistance from the other Agency when they have concluded that such assistance is essential to protect life, or when either Agency is unable to provide adequate service levels to meet response requirements, including during periods of unusual system overload, simultaneous emergencies, and/or major emergencies. It is agreed that the Agencies shall not be responsible for any response time compliance or penalties under this Agreement.

SECTION 5. Responses to Request

The ambulance transport back-up aid responding Agency, upon request and subject to the availability of personnel and equipment resources, shall dispatch EMS personnel and equipment to aid the requesting Agency for service to the area of Mobile.

SECTION 6. Physical Station Address

Goodyear (either itself or through Maricopa Ambulance, LLC) and AMR will each maintain a central office. Each Agency may operate one or more sub-stations from which mutual aid resources may be deployed.

SECTION 7. Personnel and Equipment Provided

The requesting Agency shall include in its request for assistance the amount and type of personnel and equipment and shall specify the location where the personnel and equipment shall be dispatched. The final decision on the amount and type of personnel and equipment to be sent shall be solely that of the responding Agency. The responding Agency shall be immune from any liability in connection with all acts associated herewith, provided that the acts are commercially reasonable and don't constitute gross negligence or willful misconduct. Neither Agency shall make any claim whatsoever against the other Agency for refusal to send the requested personnel or equipment where such refusal is based on the reasonable judgment of the responding Agency that such personnel and equipment are either not available or are needed to provide service in the responding Agency's CON service area.

SECTION 8. Command and Control at the Emergency Scene

Both Agencies have established Incident Command System (ICS) and Standard Operating Procedures (SOPs) and will implement them on all incidents involving back-up aid or contingency responses. The responding Agency's personnel and equipment shall report to the Incident Commander. In the event no Incident Commander is on-scene, the responding Agency shall assume that command and follow their established SOPs. Both agencies will determine the appropriate back-up aid radio frequency at the time of the request. The responding Agency's personnel and equipment shall be released by the requesting Agency when the services of the responding Agency are no longer required or when the responding Agency's resources are needed in their primary CON response area, whichever occurs first. Responding Agency's personnel and equipment shall give notice to the Incident Commander, or other appropriate individual, prior to, or as soon as practical after, departing from the emergency scene. The purpose of this section is to maintain order at the emergency scene.

SECTION 9. Protocols

Each Agency shall operate under the authority of their approved base hospital protocols when administering medical care to patients. At no time shall either Agency be expected to operate contrary to standing orders or protocols of its physician advisor, company/City policies, operating licenses, or federal or state regulations.

SECTION 10. Record keeping

Each Agency shall maintain individual patient care reports and dispatch records. Each Agency shall be responsible for its own privacy and security compliance under the Health Insurance Portability and Accountability Act (HIPAA).

SECTION 11. No Reimbursement for Costs

Neither Agency shall be required to reimburse the other Agency for the cost of providing the services set forth in this Agreement for ambulance transport back-up aid services. Each Agency shall pay its own costs (i.e. salaries, repairs, materials, compensation, etc.) for responding to requests for ambulance transport back-up aid or contingency response. AMR will not be responsible for dispatch fees for back-up or mutual aid responses to Mobile under this Agreement. Such dispatch fees are the responsibility of Goodyear or its contracted provider, Maricopa Ambulance, LLC. AMR will be responsible for the payment of dispatch fees for calls within Goodyear (excluding Mobile) which result in an AMR transport.

SECTION 12. Payment of Disputed Dispatch Fees

Within seventy-two hours of receipt of a fully executed Agreement, AMR will pay \$19,491.01 to Goodyear to resolve any and all disputes between the Agencies relating to the Goodyear's claim of unpaid dispatch fees, which is the subject of Goodyear's November 19, 2021 demand to AMR. The Agencies hereby release any and all claims relating to the disputed dispatch fees which were the subject of the November 19, 2021 demand.

SECTION 13. Fees for Ambulance Service

Agencies providing ambulance transport or other normally billed services will be entitled to their standard fees for service and are responsible for their own insurance filing, billing and collection activity. In addition, Goodyear will be required to pay AMR's standby rate as defined under the Arizona Department of Health Services Ground Ambulance CON Rate Schedule for the responding AMR provider. Standbys will be billed at 25% of the hourly rate for every 15 minutes of standby time for a minimum of 1 hour per request. The standby rate will be waived if the standby results in a transport. Should AMR provide a transport and the bill for the transport was properly billed to the applicable payor and remains outstanding in excess of 120 days, Goodyear will reimburse AMR per the ADHS rate schedule for the transport, and AMR will assign the claim for payment to Goodyear. AMR will not "balance bill" Goodyear or the patient if the transport is reimbursed by Medicare or AHCCCS. For any transport not paid to AMR, the collection rights will be assigned to Goodyear.

SECTION 14. Liability

Each responding Agency hereby waives all claims against each requesting Agency for compensation for any property loss or damage and/or personal injury or death occurring as a consequence of the performance of this Agreement. The responding Agency assumes all liability and/or cost of damage to its equipment and the injury or death of its personnel, when responding or performing under this Agreement.

SECTION 15. Insurance

Each Agency shall procure and maintain such insurance as is required by applicable federal and state law and as may be appropriate and reasonable to cover its staff, equipment, vehicles,

and property, including but not limited to liability insurance, workers' compensation (if applicable), unemployment insurance, automobile liability, and property damage.

Section 16. Conflict of Interest

The City of Goodyear reserves the right to cancel this Agreement for possible conflicts of interest pursuant to A.R.S. § 38-511, as amended.

Section 17. Legal Arizona Workers Act

The Agencies are required to comply with A.R.S. § 41-4401, and hereby warrant that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. § 41-4401, and with the E-Verification requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). Agencies further agree to ensure that each subcontractor that performs any work on behalf of Agencies under this Agreement likewise complies with the State and Federal Immigration Laws. A breach by Agencies of a warranty regarding compliance with the State and Federal Immigration Laws shall be deemed a material breach of the Agreement and Agencies may be subject to penalties up to and including termination of this Agreement. The City of Goodyear retains the legal right to inspect the documents of any Agency or its subcontractors working under the terms of this Agreement to ensure that the Agency is complying with the warranties regarding compliance with State and Federal Immigration Laws.

IN WITNESS THEREOF, the following have duly executed this Agreement: .

CITY OF GOODYEAR

APPROVED AS TO FORM:

Julie Karins, City Manager

Roric Massey, City Attorney

DATE

ATTEST:

Darcie McCracken, City Clerk

AMERICAN MEDICAL RESPONSE OF MARICOPA

SIGNATURE

PRINT NAME

TITLE

DATE