

# CITY COUNCIL REPORT



Date: May 9, 2017  
General Plan Element: **Public Services & Facilities**  
General Plan Goal: **Provide a safe environment for all citizens, visitors and private interests**

## ACTION

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**Adopt Resolution No. 10761, approving the PMT Ambulance Contract No. 2017-052-COS, for the term of February 17, 2017 to February 16, 2018.**

## BACKGROUND MEETING

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The City Council approved Ambulance Contract No. 2005-162-COS with Professional Medical Transport, Inc. (PMT) on October 25, 2005. The contract went into effect on February 17<sup>th</sup>, 2006. The term of the contract was five years, with the option for a total of three, two-year extensions, terminating on February 16, 2017. This past December, the City notified PMT of its intent to put the Ambulance Contract out for bid through a RFP process.

## ANALYSIS & ASSESSMENT

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In order to ensure continued contracted ambulance service until the award of a new contract, the City requested that PMT agree to a one year extension of the existing contract. PMT had agreed to a six-month extension, with one six-month renewal, and requested amendments. The Department of Health Services (DHS) denied the contract extension, requiring the need for a new one year agreement. The City of Scottsdale's Purchasing Director approved the Fire Department's request to use a sole source for this short term agreement.

## RESOURCE IMPACTS

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### Future Budget Implications

The contract provides for the continued payment to the City when Fire personnel accompany a patient to the hospital and continued cost avoidance by re-stocking medical supplies. The contract amount for February 17, 2017 through June 30, 2017 is included in the current FY 2016/17 budget and the contract amount for July 1, 2017 through February 16, 2018 is included in the proposed FY 2017/18 budget.

**OPTIONS & STAFF RECOMMENDATION**

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**Recommended Approach**

Adopt Resolution No. 10761, approving the PMT Ambulance Contract No.2017-052-COS, for the term of February 17, 2017 to February 16, 2018.

**RESPONSIBLE DEPARTMENT(S)**

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Fire Department

**STAFF CONTACT(S)**

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Tom Shannon, Fire Chief, Scottsdale Fire Department

Steve Randall, Deputy Fire Chief, Scottsdale Fire Department

**APPROVED BY**

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Tom Shannon, Fire Chief

(480) 312-1821, [tshannon@scottsdaleaz.gov](mailto:tshannon@scottsdaleaz.gov)

4/25/17

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Date



Judy Doyle, Budget Director

(480) 312-2603, [jdoyle@scottsdaleaz.gov](mailto:jdoyle@scottsdaleaz.gov)

4.25.17

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Date



Jim Thompson, City Manager

(480) 312-2811, [jthompson@scottsdaleaz.gov](mailto:jthompson@scottsdaleaz.gov)

4/25/17

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Date

**ATTACHMENTS**

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1. Resolution No. 10761
2. Contract No. 2017-052-COS

RESOLUTION NO. 10761

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO CONTRACT NO. 2017-052-COS WITH PROFESSIONAL MEDICAL TRANSPORT, INC., DBA PMT AMBULANCE, DBA LIFE LINE AMBULANCE AN AMERICAN MEDICAL RESPONSE COMPANY FOR EMERGENCY AMBULANCE SERVICES.

A. The City previously entered into Contract No. 2005-162-COS with Professional Medical Transport, Inc., dba PMT Ambulance, dba Life Line Ambulance and American Medical Response Company, (PMT) to provide emergency ambulance services to the City of Scottsdale; and

B. The Contract provided for an initial term of 5-years with the option for the parties to extend the Contract for three additional 2-year extensions. The initial five (5) year term has expired and the parties exercised all three (3) two-year extensions under the Contract with the Contract expiring February 16, 2017; and

C. The Parties mutually desire to enter into a new twelve (12) month Contract No. 2017-052-COS for emergency ambulance and medical transportation services.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Scottsdale as follows:

Section 1. The Mayor of the City of Scottsdale is authorized and directed to execute Scottsdale Contract No. 2017-052-COS, with Professional Medical Transport, Inc., dba PMT Ambulance, dba Life Line Ambulance and American Medical Response Company for emergency ambulance services.

Section 2. The Mayor of the City of Scottsdale, the City Manager and their designees are authorized and directed to approve such other documents as are necessary to carry out the purposes of Contract No. 2017-052-COS.

PASSED AND ADOPTED by the Council of the City of Scottsdale this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

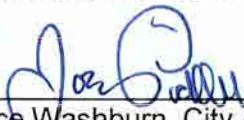
ATTEST:

CITY OF SCOTTSDALE, an  
Arizona municipal corporation

By: \_\_\_\_\_  
Carolyn Jagger, City Clerk

By: \_\_\_\_\_  
W.J. "Jim" Lane, Mayor

APPROVED AS TO FORM:

By:  \_\_\_\_\_  
Bruce Washburn, City Attorney  
By: Joe Padilla, Deputy City Attorney

Attachment 1

**CITY OF SCOTTSDALE**

**AMBULANCE STAFFING AND TRANSPORTATION AGREEMENT**

THIS AGREEMENT is entered into on the \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the CITY OF SCOTTSDALE an Arizona municipal corporation ("City"), and PROFESSIONAL MEDICAL TRANSPORT, INC., dba PMT AMBULANCE, dba Life Line Ambulance an American Medical Response Company , ("Contractor" or "AMR").

**RECITALS**

- A. Whereas, City desires to provide for the health, safety and general welfare of its citizens, residents, and inhabitants with respect to emergency Ambulance and medical transportation services, and;
- B. Whereas, City must often request emergency Ambulance transportation for members of the public through the operation of its police and fire departments, and;
- C. Whereas, City desires to have Contractor furnish such services and Contractor desires to receive any and all such requests for service, and;
- D. Whereas, City and Contractor desire to enter into this Agreement on the terms and conditions hereinafter stated, and;
- E. Whereas, Contractor is the holder of a current Certificate of Necessity (CON) issued by the Arizona Department of Health Services (ADHS) (see Exhibit A). to provide emergency Ambulance service within an approved service area that includes the City, and;
- F. Whereas, Contractor has approved ADHS sub-operation stations within their approved CON service area, including 607 located in the City and suboperation stations 604 & 605 located near the City including primary in the City of Scottsdale.

**AGREEMENT**

NOW, THEREFORE, for and in consideration of the foregoing, 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 "ALS/BLS Ambulance," as used in this Agreement shall mean an Ambulance that contains advanced life support and/or basic support systems, as those terms are defined by DHS.
- (b) The term "ADHS," as used in this Agreement shall mean the State of Arizona Department of Health Services.
- (c) The term "EMS Service Area," as used in this Agreement shall mean all areas within the boundaries of the City within Contractor's CON service area.
- (d) The term "Ambulance" as used in this Agreement shall mean vehicles used in the transport of those receiving Emergency Medical Services (EMS).

2. APPROVAL OF CONTRACT: It is understood that this Contract must be approved by the Arizona Department of Health Services. The Contractor shall provide 9-1-1 ambulance services under the authority of its CON while awaiting DHS approval.

3. TERM: The Initial term of this Agreement is for one (1) year from February 17, 2017 through February 16, 2018. Even though the beginning of the subject term predates the date of this agreement City and Contractor desire that this agreement governs their relationship commencing February 17, 2017.

4. CANCELLATION OF CITY CONTRACTS: The City may cancel this Contract, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the City's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party of the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from the City is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. §38-511).

5. AMBULANCE SERVICE REQUESTS: City shall dispatch to Contractor through City's designated Dispatch Center all requests for Ambulance services in the Service Area. Contractor shall be responsible for providing Ambulance transportation for all calls within the Service Area when requested by City. In the event Contractor advises City's designated dispatch agency that it is unable to respond to a request for service within the terms of this Agreement, City reserves the right in its sole discretion to dispatch requests to other EMS service providers.

6. RESPONSE TIME PERFORMANCE: In this high performance-based contract the City does not limit the Contractor's flexibility in providing and improving EMS services. Performance that meets or exceeds the response time requirements is solely the Contractor's responsibility. An error or failure in one portion of the Contractor's operation does not excuse performance in other areas of operation.

Superior response time performance early in a month is not justification to allow inferior response time performance late in the month. Therefore, the Contractor will use its best effort to minimize variations or fluctuations in response time performance according to day of the week, or week of the month, or time of the year.

Since the Contractor is the only provider of emergency ambulance services, patients and healthcare facilities rely on the Contractor to provide timely ambulance services. The clinical impact of poor emergency performance is enormous. Therefore, the Contractor will be required to meet or exceed the following criteria for emergency ambulance services at all times.

**A. RESPONSE TIME REQUIREMENTS**

The Contractor shall operate the emergency ambulance service system so as to achieve compliance citywide every month.

Compliance is achieved when 90% or more of responses in each Priority meet the specified response time Requirements citywide. For example, to be in compliance for Priority 1 responses, the Contractor must place an ambulance on the scene of each presumptively defined life-threatening emergency within eight (8) minutes and fifty-nine seconds (8:59) on not less than 90% of all Priority 1 responses.

The Contractor will be required to meet the following response time requirements citywide.

Priority	Maximum Allowable Response Time (Minutes)
1	8:59
2	14:59

Response priorities are defined according to a standard presumptive priority dispatch protocol approved by the Fire Chief. Currently, all emergency (911) ambulance dispatches are categorized as either Priority 1 or Priority 2. The City reserves the right to further categorize certain calls, based on telephone triage, with consideration of the impact on the contractors operation, and adjust dispatch requirements into the following categories:

Priority	Definition
1	Life Threatening Emergencies

2	Non-Life Threatening Emergencies
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Additional categories may be adopted by the City in the future. Any new dispatch protocols shall be reviewed by the City and the Contractor, prior to implementation, to establish appropriate guidelines.

For every call in every presumptively defined category not meeting the specified response time criteria, the Contractor will submit a written report, at least monthly, in a format approved by the City, documenting the cause of the late response and the Contractor's efforts to eliminate recurrence.

**B. Response Time Measurement**

The response time measurement methodology employed can significantly influence operational requirements of the EMS system. The following methodology will be used throughout the Contract to measure response times.

**(1) Time Intervals for Priority 1 and 2**

For the purposes of this Contract, response times will be measured from the time the call is received on the Contractor communications center Computer Aided Dispatch (CAD) terminal until the Contractor's or another authorized mutual aid Paramedic or automatic aid Paramedic staffed ground ambulance arrives at the incident location and stops the response time clock.

For all types of requests for ambulance service, the response time clock shall be stopped by transmission by Contractor's ambulance or authorized mutual aid ambulance of the "unit arrived on scene" status signal to CAD. Such transmission shall not be made until the ambulance actually arrives and is stopped at the specific address or location dispatched. 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 to which it can reasonably be driven. Arrival on the scene of a Fire Department unit or supervisor's vehicle shall not stop the response time clock.

Arrival on scene means the moment an ambulance crew notifies the City's 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 scene (e.g. staging areas for hazardous scenes), arrival "on scene" shall be the time the ambulance arrives at the designated staging location. The Fire Chief may require the Contractor to

log time "at patient" for medical research purposes. However, during the term of this Contract, "at patient" time intervals shall not be considered part of the contractually stipulated response time.

In instances when the ambulance fails to report "on scene," the time of the next communication with the ambulance will be used as the "on scene" time. However, the Contractor may appeal such instances when it can document the actual arrival time through other means, such as a Fire Department unit assigned to the same call or Automated Vehicle Locator (AVL) position reporting.

(2) Upgrades, Downgrades and Reassignments

a. Upgrades

If an assignment is upgraded, prior to the arrival on scene of the first AMR ambulance (e.g. Priority 2 to Priority 1), the Contractor's compliance with contract standards and liquidated damages will be calculated based on the shorter of:

- Time elapsed from call receipt to time of upgrade plus the higher priority response time standard, or
- The lower priority response time standard.

For example:

- A call is dispatched Priority 2 (required response time of 14:59) and is upgraded to Priority 1 (required response time of 8:59) after two (2:00) minutes have elapsed. Because  $8:59 + 2:00 = 10:59$  is shorter than 14:59, the response is subject to the Priority 1 response time requirement and is considered a Priority 1 response.
- A call is dispatched Priority 2 and is upgraded to Priority 1 after seven minutes (7:00) have elapsed. Because 14:59 is shorter than  $8:59 + 7:00 = 15:59$ , the response is subject to the Priority 2 response time requirement and is considered a Priority 2 response.

(3) Downgrades

Downgrades may be initiated by medically trained Fire Department personnel as authorized by the Medical Director. If an assignment is downgraded, prior to the arrival on scene of the first ambulance, the



Contractor's compliance with contract standards and penalties will be calculated based on:

- The lower priority response time requirement, if the unit is downgraded before it would have been judged "late" under the higher priority response time requirement, or
- The higher priority response time requirement, if the unit were downgraded would have been judged "late" under the higher priority response time requirement.

(4) Reassignment Enroute

If an ambulance is reassigned from a lower prior call to a higher priority call while enroute and prior to arrival on scene, the Contractor's compliance and liquidated damages will be calculated based on the response time requirement applicable to the assigned priority of the initial response. The response time clock will not stop until the arrival of an ambulance on the scene from which the ambulance was diverted.

(5) Cancelled Enroute

If an ambulance is cancelled by an authorized agency, after an assignment has been made, but prior to the arrival of the first ambulance, and no ambulance is required at the dispatch location, the response time clock will stop at the moment of cancellation. If the elapsed response time at the moment of cancellation exceeds the response time requirement for the assigned priority of the call, the unit will be determined to be "late" and the appropriate liquidated damages will be assessed.

(6) Response Times Outside of Scottsdale Service Area

The Contractor will not be held accountable for emergency response time compliance for any response dispatched to a location outside of the defined service area of Scottsdale. Responses to requests for service outside of the service area will not be counted in the total number of responses used to determine compliance.

(7) Each Incident A Single Response

Each incident will be counted as a single response regardless of the number of units that respond. The dispatch time of the first ambulance

dispatched and the on scene time of the first arriving Contractor's or authorized mutual aid or automatic aid ground ambulance will be used to compute the response time for the incident.

(8) Response Time Exceptions and Exemption Requests

The Contractor shall maintain mechanisms for reserve production capacity to increase production should temporary system overload persist. However, it is understood that from time to time unusual factors beyond the Contractor's reasonable control affect the achievement of the specified response time requirement.

These unusual factors are limited to unusually severe weather conditions, declared disasters or periods of unusually high demand for emergency services. Unusually high demand for emergency services, for the purpose of considering exemption requests will be defined according to a statistical model.

For the hour of the week for which an exemption is requested, the contractor must demonstrate that at the moment the call was received, that the number of emergency calls dispatched and being worked simultaneously impacted the Contractor's ability to respond in a timely manner. Equipment failures, traffic congestion, ambulance failures, dispatch errors, inability to staff units and other causes will not be grounds for granting an exception to compliance with the response time requirements.

If the Contractor thinks that any response or group of responses should be excluded from the compliance calculations due to "unusual factors beyond the Contractor's reasonable control," the Contractor may provide detailed documentation to the Contract Administrator and request that the City exclude these runs from response time calculations and late penalties. Any such request must be made in writing and received by the City Contract Administrator within five (5) business days after the end of each month. The Contract Administrator will jointly review the request and issue a determination. Should the Contractor dispute the determination made by the Contract Administrator; the Contractor may make a written appeal to the Fire Chief for a definitive ruling within five (5) business days of receiving the response time calculations summary. The Fire Chief's ruling will be final and binding.

(9) Response Time Audit Trail

The Contractor will provide a system to assure a complete audit trail for all response times and assure the City access to the response time data at any time to assure compliance and to calculate liquidated damages.

7. NON-PERFORMANCE LIQUIDATED DAMAGES:

The following liquidated damages will be assessed when system wide response time compliance for Priority 1 or 2 transports falls below 90% for any given month:

89.0 – 89.9%	\$7,000
88%	9,000
87%	10,000
86%	11,000
85%	12,000

Each Priority 1 Response Time exceeding 19:59 minutes will be assessed a non-performance liquidated damage of one thousand dollars (\$1,000).

Each Priority 2 Response Time exceeding 24:59 minutes will be assessed a non-performance liquidated damage of five hundred dollars (\$500).

Response Time Exceptions and Exemption Requests for each Priority 1 or 2 response that exceeds the maximum timeframes defined above will be treated in accordance with B(8) above.

Failure to meet Priority 1 or 2 response time requirements for at least 90% of responses each month for 3 consecutive months or for 4 months in any contract year will be additionally defined as a major breach and may result in removal of the Contractor and forfeiture of the Performance Surety Bond.

8. PHOENIX FIRE DEPARTMENT REGIONAL DISPATCH SYSTEM:

A. Dispatch Service.

AMR agrees to pay the City of Phoenix an annual fee, each fiscal year, for basic dispatch services provided by the PFDRDS, based on the total number of ambulance dispatches for the previous calendar year as delineated in Exhibit B (Phoenix Fire Department Regional Dispatch Fees and Charges). As a condition of participation, AMR agrees to conform to the Phoenix Fire Department Communication and Incident Management Procedures (PFD Procedures, Vol. II).

B. Technical Service.

AMR agrees to pay the City of Phoenix a Technical Service Fee each fiscal year (July 1, through June 30) for the services provided by Phoenix. The Technical Service Fee shall consist of a specific Maintenance portion and a General Maintenance portion.

1. The specific Maintenance portion of the Technical Service Fee is associated with parts and materials for each specific piece of equipment, as delineated in Exhibit B (Phoenix Fire Department Regional Dispatch Fees and Charges)
2. The General Maintenance portion of the Technical Service Fee offsets costs associated with the general maintenance of that equipment and is based on a per unit charge for each piece of equipment in the Equipment Base, as set forth in the Phoenix Fire Department Regional Dispatch System Agreement.

C. Total Charges.

1. Exhibit B (Phoenix Fire Department Regional Dispatch Fees and Charges), lists the total Dispatch and Technical Service Fees that the City of Phoenix will charge AMR. The City will invoice AMR quarterly in accordance with the schedule contained in Exhibit B. Exhibit B will be revised annually, and will become effective on July 1 of each year.
  2. In addition to payments described in Subsection 1, above, certain other fees associated with the expansion of the Phoenix Regional Wireless Network (PRWN) may be applicable, and, if so, an amendment to this Scope of Work will be created and included.
9. LOCATIONS: At all times Contractor shall comply with sub-operation station requirements pursuant to the rules and regulations set for by ADHS.
10. EQUIPMENT AND SUPPLIES: Contractor shall be solely responsible for providing all of the emergency medical equipment and supplies necessary for 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 ADHS.
11. DISPOSABLE MEDICAL SUPPLIES AND PHARMACEUTICALS: The Contractor is authorized by the Arizona Department of Health Services to charge for Disposable Medical Supplies. Whenever the Fire Department uses disposable medical supplies at a medical incident, and the Contractor transports the patient, the Contractor shall replenish such

disposable medical supplies used by the Fire Department. Exchange of disposable medical supplies shall occur either by a one-for-one exchange at the time of transport or the Fire Department may submit to the Contractor a list of requested disposable medical supplies that were not able to be exchanged on-scene. These supplies will be delivered to the Fire Department and the Fire Department will distribute them throughout its system. With regard to pharmaceuticals, some pharmaceuticals may be exchanged on-scene and others must be resupplied by the local hospital pharmacy (controlled pharmaceuticals). The hospital will direct all invoices for pharmaceuticals to the Contractor for payment to the hospital. Replacement of medical supplies and pharmaceuticals at the scene of an EMS incident shall be accomplished in a quick and efficient manner so as not to hinder the transportation of the patient to the hospital. The Contractor shall bill for all disposable medical supplies and pharmaceuticals in accordance with its CON and applicable State and federal laws and regulations. The Contractor will provide to the Fire Department, in writing and subject to the approval of the Fire Department as a part of the EMS Program Management Plan, the Contractor's program to provide support to the Fire Department's First Responder Medical Supplies and Pharmaceuticals replenishment program including, management and delivery of materiel or direct replacement and restocking of disposable supplies, on a weekly basis, for transported patients. The Contractor will not fund First Responder Medical Equipment, but will return any Medical Equipment used by the patient for transport to the hospital. This includes, but is not limited to, such equipment as AED's, monitors, defibrillators, backboards, splints, and respiratory equipment.

12. MANAGEMENT AND SUPERVISORS: Contractor shall hire and maintain properly educated, trained and experienced personnel to serve in Contractor's managerial and supervisory positions.
13. ATTENDANTS: Contractor shall hire, train, and supervise all medical attendants in accordance with laws of the State of Arizona and regulations of ADHS. Attendants shall be properly certified Emergency Medical Technicians (EMT) for BLS Ambulances or Paramedic for ALS Ambulances.
14. DRIVERS: Contractor shall hire, train, and supervise all driver attendants of Ambulances in accordance with the laws of the State of Arizona and regulations of ADHS. Drivers shall be properly certified at the level of Emergency Medical Technician (EMT) or higher and have completed an emergency driver-training program and possess an appropriate driver's license.
15. SOLICITATION OF INFORMATION: Contractor shall have the right to solicit information about a patient's accident and/or hospitalization insurance. No attempt shall be made to collect any service or equipment fee from the patient, patient's relatives, or any responsible party until the patient has been accepted at the receiving hospital. However, this shall not prohibit Contractor from soliciting authorization for transport

from a prepaid medical plan such as AHCCS, etc., as long as the solicitation of such authorization does not compromise or detrimentally affect patient care.

16. COST OF SERVICE: 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 ADHS or any successor governmental entity regulating rates and charges for Ambulance services. Contractor shall notify City of any changes in the charges or services provided under this Agreement within thirty (30) days after approval. City is not responsible for non-payment of bills by individuals or other responsible parties whom patient care and transportation services have been rendered by Contractor.

17. ALS SERVICE COMPENSATION:

- (a) Compensation: Contractor agrees to pay City a fee equal to the difference between the current ADHS approved ALS Base Rate and the ADHS approved Basic Life Support (BLS) Base Rate in effect on the day of service for each completed Ambulance transport for which a firefighter paramedic employed by City provides ALS services on the transport by accompanying the patient with continuation of care and treatment to the destination; and the firefighter paramedic employed by or contracted for by City completes all required documentation including billing information.
- (b) Qualifications of Paramedics Employed by or Contracted for by City: The firefighter paramedics employed by or contracted for by City described herein shall at all time be properly certified in accordance with the laws of the State of Arizona and the Rules and Regulations of ADHS. No personnel employed by 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, retirements, withholdings, worker's compensation and occupational diseases compensation insurance, unemployment compensation, other benefits and all taxes and premiums appurtenant thereto and all other appropriate insurance concerning the personnel employed by or contracted for by City who provide ALS services as described herein.

18. 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 required by ADHS and all federal and state statutes and rules.
- b. 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 term of the Contract is satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this Contract, at the sole discretion of City.

19. INDEMNIFICATION:

- a. Contractor hereby agrees, at its sole expense, to fully indemnify, defend, and hold harmless City, for, from, and against any and all claims, suits, actions, liability and judgments for damages for actual or alleged injury to persons or property, including loss of property due to an occurrence, Whether or not such property is physically damaged or destroyed, wherein it is alleged that such injury or loss arises in whole or in part thorough the acts or omissions of Contractor or City, of their officers, agents. employees or contractors in providing emergency ambulance and medical transportation services, or arises out of or is alleged to arise out of Contractor's failure to comply with the provisions of any statute, regulation or chapter of the Federal, State or local government applicable to Contractor and its business.
- b. This indemnification does not extend to claims, suits, actions, liability and judgments for damages for actual or alleged injury to persons or property wherein such injury arises in whole or in part through the acts or omissions of police officers or fire protection service providers employed by or contracted for by City while responding to an emergency scene to which Contractor has responded.
- c. Nothing herein shall be deemed to prevent City from participating in the defense of any litigation by its own counsel at Contractor's sole expense. Such participation shall not under any circumstances relieve Contractor from its duty of defense against liability or of paying any judgment entered against City.

20. DRUG FREE WORKPLACE PROGRAM: Contractor shall maintain a drug free workplace in compliance with federal law.

21. AFFIRMATIVE ACTION IN EMPLOYMENT: Contractor 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 handicap status, nor otherwise commit an unfair employment practice. 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 election for training, including apprenticeship.

22. ORGANIZATIONAL 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 employee of City and further agree that no right of City's or its contracted fire protection service provider'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 any persons supplied by Contractor in the performance of this Agreement.

23. PATIENT INFORMATION: Contractor hereby agrees to abide by all policies, standards, and security procedures established by ADHS or any other state or federal law relating to the release of information concerning the injured party to the extent such policies are not inconsistent with other legal requirements imposed on Contractor.
24. RESOLUTION OF DISPUTES: In the event that there is a dispute hereunder, the parties agree that there shall be a 45 business day moratorium on litigation during which time the parties agree to attempt to settle the dispute by nonbinding mediation before commencement of litigation. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by Contractor and City. In the event that the parties cannot agree upon the selection of a mediator within seven days, then within three days thereafter, the Contractor and City shall request the presiding judge of the Superior Court in and for the County of Maricopa, State of Arizona, to appoint an independent mediator. The mediator selected shall have at least five years of experience in mediating or arbitrating contract disputes. The cost of any such mediation shall be divided equally between Contractor and City. The results of the mediation shall be nonbinding on the parties, and any party shall be free to initiate litigation subsequent to the 45 business day moratorium.
25. CONTINUATION DURING DISPUTES: Contractor hereby agrees that, notwithstanding the existence of any dispute between the parties or any other provisions of this Agreement, it shall continue to perform the obligations imposed on it under this Agreement during the continuation of any such dispute unless enjoined or prohibited by any court of jurisdiction or by order or decision issued by the Director of ADHS.
26. BOUNDARY OF CITY: Any references in this Agreement to the geographical boundaries of City, any use of the phrase "within City," or similar terms shall in all respects be deemed to refer to the geographical area lying within the corporate boundaries of City as such boundaries may change from time to time during the term of this Agreement.



27. ATTORNEY'S FEES: In the event of any litigation or other proceeding concerning Agreement, the prevailing party shall be entitled to recover their reasonable costs and attorneys' fees.
28. CONTROLLING LAW: This Agreement shall be construed in accordance with and shall be controlled by the laws of the State of Arizona.
29. FORCE MAJEURE: Neither party shall be liable for losses, defaults, or damages under this Agreement which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this Agreement, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.
30. SEVERABILITY: If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a Federal, State, or local government having jurisdiction over this Agreement, such part, term, or provision thereof shall be severed from this Agreement and all other provisions shall remain in full force and effect.
31. "LAME DUCK" PROVISIONS: Should the Contractor fail to prevail in a future procurement cycle, Contract extension or renewal, and the Contractor terminates this Contract as provided herein, or if a default is declared by the City and the Contract is terminated, the Contractor will agree to continue to provide all services required in and under the Contract until a CON holder assumes service responsibilities. Under these circumstances, the Contractor may, for a period of several months, serve as a "lame duck" contractor. To assure continued performance fully consistent with the requirements of the Contract through any such period, the following provisions will apply:
  - A. The Contractor will continue all operations and support services at the same level of effort and performance that were in effect prior to the award of the subsequent contract to a competing organization, including but not limited to compliance with the provisions related to the qualifications of key personnel.
  - B. The Contractor will make no changes in methods of operation, which could reasonably be considered to be aimed at cutting contractor services, and operating cost to maximize profits during the final stages of the Contract.

- C. The City recognizes that if a successor CON contractor is commencing the process of providing ambulance service in a default situation, or a competing organization should prevail in a future procurement cycle, the Contractor may reasonably begin to prepare for transition of the service to a new contractor. The City will not unreasonably withhold its approval of the Contractor's request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc. as long as such transition activity does not impair the Contractor's performance during this period.
- D. During the process of subsequent competition conducted by the City, the Contractor will permit its non-management personnel reasonable opportunities to discuss with competing organizations, issues related to employment with such organizations in the event the Contractor is not the successful proposer. The Contractor may, however, require that its non-management personnel refrain from providing information to a competing organization regarding the Contractor's current operations and the Contractor may also prohibit its management personnel from communicating with representatives of competing organizations during the competition. However, once the City has made its decision regarding award, and in the event that the Contractor is not the winner, the Contractor will permit free discussion between Scottsdale based employees and the winning proposer without restriction, and without consequence to the employee.

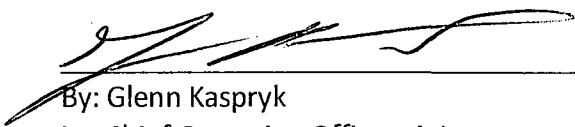
32. CONFLICTS OF INTEREST: This Agreement is subject to termination pursuant to the Arizona Revised Statutes 38-511 pertaining to the conflicts of interest.

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

CITY OF SCOTTSDALE,  
an Arizona municipal corporation


PROFESSIONAL MEDICAL TRANSPORT,  
INC., an Arizona corporation and an  
American Medical Response Company

\_\_\_\_\_  
W. J. "Jim" Lane, Mayor

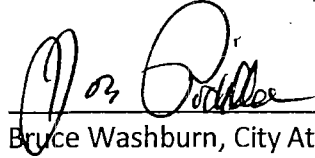
  
\_\_\_\_\_  
By: Glenn Kasprzyk  
Its: Chief Operating Officer, Arizona

ATTEST:

\_\_\_\_\_  
Carolyn Jagger, City Clerk

REVIEWED BY:  
  
\_\_\_\_\_  
Thomas Shannon  
Fire Chief

APPROVED AS TO FORM:

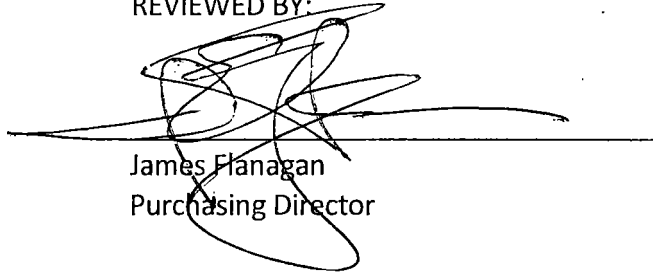


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Bruce Washburn, City Attorney

By: Joe Padilla, Deputy City Attorney

REVIEWED BY:



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James Flanagan

Purchasing Director

**Exhibit A**

## ARIZONA DEPARTMENT OF HEALTH SERVICES

STATE OF ARIZONA

159

County of Maricopa

CERTIFICATE NO. 71-

DOCKET NO. EMS 4121

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

**PROFESSIONAL MEDICAL TRANSPORT, INC.**  
**dba PMT AMBULANCE**  
**dba LIFE LINE AMBULANCE**

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:

- a. *Cities of Phoenix, Tempe, Mesa, Scottsdale, Chandler, Paradise Valley, Glendale, Peoria, Gilbert, San  
 Luke, Ahwatukee and the Town of Guadalupe.*
- b. *Beginning at the Southwest corner of Mesa at the intersection of the Western Canal and Price Road,  
 proceed North along Price Road to a point 9/10ths of one mile North of First Street (Tempe). Proceed in  
 a Northeasterly direction following the Southern boundary of the Salt River Indian Reservation and the  
 Southern Canal to a point intersecting with the Bush Highway. Then proceed due South along the Bush  
 Highway to a point where the imaginary intersection of Indian School Road (Tonto National Forest  
 boundary) and Bush Highway intersect. Then proceed East and South along the Southern boundary of  
 the Tonto National Forest and the Western and Southern boundary of the U.S. National Park to a  
 point where McLellan and the Maricopa County/Pinal County line intersect. Then, due South along the  
 Maricopa County/Pinal County line to the point that intersects with Guadalupe Road. Then due West  
 along Guadalupe Road to intersect with Power Road. Then, due South to the intersection of Power  
 Road and Ray Road. Then, due West along Ray Road to intersect with Cooper Road. Then North along  
 the Western boundary of the Town of Gilbert municipal boundaries to the intersection of Country Club  
 Drive (Arizona Avenue) and Western Canal. Then, due West to the intersection of Western Canal and  
 Price Road or Point of Origin.*

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

## TRANSFER

## CERTIFICATE OF NECESSITY

authorizing the operation of the aforesaid ambulance service for a period ending October 31, 2018 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. CURIST, 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 Jan 26, 2018

DIRECTOR

**ARIZONA DEPARTMENT OF HEALTH SERVICES**

STATE OF ARIZONA

CERTIFICATE NO. - 71 -

County of Maricopa

} ss

DOCKET NO. EMS 4121

2. Legal Address: *1099 W. Iron Springs Road, Prescott, AZ 86305*

3. Response Times:

a. *Within any of the cities granted in which the Applicant has located a central operations or sub-operations station for responses within that city (specifically to include the City of Phoenix):*

- (1) Ten (10) minutes on ninety (90) percent of all emergency transports.*
- (2) Fifteen (15) minutes on ninety-five (95) percent of all emergency transports.*
- (3) Twenty (20) minutes on one hundred (100) percent of all emergency transports.*

b. *Otherwise:*

- (1) Ten (10) minutes on eighty (80) percent of all emergency transports.*
- (2) Fifteen (15) minutes on ninety (90) percent of all emergency transports.*
- (3) Twenty (20) minutes on one hundred (100) percent of all emergency transports.*

**CERTIFICATE OF NECESSITY**

(CONTINUATION PAGE ONE)

ISSUED Jan 26, 2016

EXPIRES October 31, 2018

  
DIRECTOR

**Exhibit B**

**CITY OF PHOENIX FIRE DEPARTMENT  
REGIONAL DISPATCH SYSTEM  
FEES AND CHARGES**

CITY OF PHOENIX FIRE DEPARTMENT  
REGIONAL DISPATCH CENTER PARTNERS  
COMPUTER AIDED DISPATCH CONSORTIUM  
ANNUAL AMORTIZED EQUIPMENT & DISPATCH COST ESTIMATES  
FISCAL YEAR 2017/2018  
EXHIBIT A  
INTERGOVERNMENTAL AGREEMENT  
2004-136-COS  
JURISDICTION  
City of Scottsdale - FD

**I. Dispatch Service Fee**

The Dispatch Service fee calculation is the dispatch rate multiplied by the total number of dispatches for the previous calendar year.

DISPATCH FEE	DISPATCH COUNT	DISPATCH SERVICE FEE TOTAL
\$20.68 - City of Scottsdale - FD	32,464	\$671,355.52
\$15.10 - City of Scottsdale - PMT	23,509	\$354,985.90
\$15.10 - City of Scottsdale - SWA	3	\$45.30
\$15.10 - City of Scottsdale - Air Evac	1	\$15.10
Dispatch Fee Total:		\$1,026,401.82

**II. Technical Service Fee**

SYSTEM	\$ / Unit	# Units	Ext \$
FIRE STATION PACKAGE - City of Scottsdale - FD	\$6,622	15	\$99,330.00
FIRE STATION PACKAGE - City of Scottsdale - PMT	\$6,622	6	\$39,732.00
FIRE STATION PACKAGE TOTALS:			21
MCT/AVL - City of Scottsdale - FD	\$1,544	36	\$55,584.00
MCT/AVL - City of Scottsdale - PMT	\$1,544	11	\$16,984.00
AIRMOBILE - City of Scottsdale - FD	\$800	1	\$800.00
WAN/LAN SYSTEM - City of Scottsdale - FD	\$4,400	1	\$4,400.00
WAN/LAN SYSTEM - City of Scottsdale - PMT	\$4,400	1	\$4,400.00
WAN/LAN EQUIPMENT - City of Scottsdale - FD	\$2,295	1	\$2,295.00
WAN/LAN EQUIPMENT - City of Scottsdale - PMT	\$2,295	1	\$2,295.00
NON-FIRE STATION PACKAGE TOTALS:			52
Additional PCMS Licenses	\$200	20	\$4,000.00
MCT Lite cell service City of Scottsdale - FD	\$480	3	\$1,440.00
CAD System Maintenance Fee	\$5.40	32,464	\$175,305.60
TECHNICAL SERVICE FEE TOTAL:			\$406,565.60

**III. General Maintenance Fee**

FIRE STATION PACKAGE MAINTENANCE			
EQUIPMENT BASE	\$ / Unit	# Units	Ext \$
City of Scottsdale - FD	\$7,500	15	\$112,500.00
City of Scottsdale - PMT	\$7,500	6	\$45,000.00
FIRE STATION MAINTENANCE TOTAL:			\$157,500.00
GENERAL MAINTENANCE FEE PER DEVICE (NON-FS PACK)			
EQUIPMENT BASE	\$ / Unit	# Units	Ext \$
City of Scottsdale - FD	\$3,250	39	\$126,750.00
City of Scottsdale - PMT	\$3,250	13	\$42,250.00
Non-FIRE STATION MAINTENANCE TOTAL:			\$169,000.00
GENERAL MAINTENANCE FEE TOTAL:			\$326,500.00

**IV. Total Dispatch Service, Technical Service, and General Maintenance Fees**

The Dispatch Service, Technical Service, and General Maintenance fees for the City of Scottsdale - FD are \$1,759,467.42. The City of Phoenix will invoice the City of Scottsdale - FD on a quarterly basis in the amount of \$439,866.86.



CITY OF PHOENIX FIRE DEPARTMENT  
 REGIONAL DISPATCH CENTER PARTNERS  
 COMPUTER AIDED DISPATCH CONSORTIUM  
 ANNUAL AMORTIZED EQUIPMENT & DISPATCH COST ESTIMATES  
 FISCAL YEAR 2017/2018  
 EXHIBIT A  
 INTERGOVERNMENTAL AGREEMENT  
 2004-136-COS  
 JURISDICTION  
 City of Scottsdale - FD - Private Ambulances (subset)

**I. Dispatch Service Fee**

The Dispatch Service fee calculation is the dispatch rate multiplied by the total number of dispatches for the previous calendar year.

DISPATCH FEE	DISPATCH COUNT	DISPATCH SERVICE FEE TOTAL
\$15.10 - City of Scottsdale - PMT	23,509	\$354,985.90
\$15.10 - City of Scottsdale - SWA	3	\$45.30
Dispatch Fee Total:		\$355,031.20

**II. Technical Service Fee**

SYSTEM	\$ / Unit	# Units	Ext \$
FIRE STATION PACKAGE - City of Scottsdale - PMT	\$6,622	6	\$39,732.00
FIRE STATION PACKAGE TOTALS:			\$39,732.00
MCT/AVL - City of Scottsdale - PMT	\$1,544	11	\$16,984.00
WAN/LAN SYSTEM - City of Scottsdale - PMT	\$4,400	1	\$4,400.00
WAN/LAN EQUIPMENT - City of Scottsdale - PMT	\$2,295	1	\$2,295.00
NON-FIRE STATION PACKAGE TOTALS:			\$23,679.00
TECHNICAL SERVICE FEE TOTAL:			\$63,411.00

**III. General Maintenance Fee**

FIRE STATION PACKAGE MAINTENANCE			
EQUIPMENT BASE	\$ / Unit	# Units	Ext \$
City of Scottsdale - PMT	\$7,500	6	\$45,000.00
FIRE STATION MAINTENANCE TOTAL:			\$45,000.00
GENERAL MAINTENANCE FEE PER DEVICE (NON-FS PACK)			
EQUIPMENT BASE	\$ / Unit	# Units	Ext \$
City of Scottsdale - PMT	\$3,250	13	\$42,250.00
Non-FIRE STATION MAINTENANCE TOTAL:			\$42,250.00
GENERAL MAINTENANCE FEE TOTAL:			\$87,250.00

**IV. Total Dispatch Service, Technical Service, and General Maintenance Fees**

The Dispatch Service, Technical Service, and General Maintenance fees for the City of Scottsdale - FD - Private Ambulances (subset) are \$505,692.20.

CITY OF PHOENIX FIRE DEPARTMENT  
 REGIONAL DISPATCH CENTER PARTNERS  
 COMPUTER AIDED DISPATCH CONSORTIUM  
 ANNUAL AMORTIZED EQUIPMENT & DISPATCH COST ESTIMATES  
 FISCAL YEAR 2017/2018  
 EXHIBIT A  
 INTERGOVERNMENTAL AGREEMENT  
 2004-136-COS  
 JURISDICTION  
 City of Scottsdale - FD - Helicopters (subset)

**I. Dispatch Service Fee**

The Dispatch Service fee calculation is the dispatch rate multiplied by the total number of dispatches for the previous calendar year.

DISPATCH FEE	DISPATCH COUNT	DISPATCH SERVICE FEE TOTAL
\$15.10 - City of Scottsdale - Air Evac	1	\$15.10
Dispatch Fee Total:		\$15.10

**II. Technical Service Fee**

SYSTEM	\$ / Unit	# Units	Ext \$
TECHNICAL SERVICE FEE TOTAL:			\$0.00

**III. General Maintenance Fee**

FIRE STATION PACKAGE MAINTENANCE			
EQUIPMENT BASE	\$ / Unit	# Units	Ext \$
FIRE STATION MAINTENANCE TOTAL:			\$0.00
GENERAL MAINTENANCE FEE PER DEVICE (NON-FS PACK)			
EQUIPMENT BASE	\$ / Unit	# Units	Ext \$
Non-FIRE STATION MAINTENANCE TOTAL:			\$0.00
GENERAL MAINTENANCE FEE TOTAL:			\$0.00

**IV. Total Dispatch Service, Technical Service, and General Maintenance Fees**

The Dispatch Service, Technical Service, and General Maintenance fees for the City of Scottsdale - FD - Helicopters (subset) are \$15.10.