

JUN 14 2012



**Chandler • Arizona**  
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**MEMORANDUM                      Fire Department**

**DATE:**            JUNE 4, 2012

**TO:**                MAYOR AND COUNCIL

**THRU:**            RICH DLUGAS, CITY MANAGER *RD*

**FROM:**            JEFF CLARK, FIRE CHIEF *JC*

**SUBJECT:**        AMBULANCE CONTRACT AMENDMENTS

**RECOMMENDATION:** Staff Recommends Council approve the amendments to Contract FD1-990-2961 for 911 Emergency Transportation (Ambulance) Services with Professional Medical Transport, Inc.

**BACKGROUND/DISCUSSION:** On March 8, 2012 Council approved a contract with Professional Medical Transport (PMT) for emergency transportation service within the City. All service contracts between municipalities and an ambulance provider must, by State regulation, be approved by the Arizona Department of Health Services (DHS). The Council approved contract was submitted to DHS by PMT on March 13, 2012. On March 26, 2012 DHS issued a letter disapproving the contract. DHS cited eight reasons for their disapproval of the contract. The Fire Department and PMT met shortly after the ruling by DHS. Five of the eight issues cited could be resolved by submitting a letter clarifying the language contained in the contract. The three remaining issues require that the contract be amended. The Fire Department and PMT jointly developed amendment language to address the three remaining issues. On May 2, 2012 PMT submitted the clarification letter and the amendments to DHS for approval. On May 11, 2012 the Fire Department was notified that DHS tentatively accepted the changes submitted and that the contract will be approved by DHS upon approval by the Council of the amendments to the contract.

**FINANCIAL IMPLICATIONS:** There are no financial implications to the proposed amendments.

**PROPOSED MOTION:** Move that Council approve the amendments to Contract FD1-990-2961 for 911 Emergency Transportation (Ambulance) Services to Professional Medical Transport, Inc. (PMT).

**FIRST AMENDMENT TO  
AMBULANCE CONTRACT**

This First Amendment to Ambulance Contract (Amendment) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the CITY OF CHANDLER, ARIZONA, an Arizona municipal corporation (the City), and PROFESSIONAL MEDICAL TRANSPORT, INC., an Arizona Corporation (Contractor).

**RECITALS:**

WHEREAS, the City and Contractor entered into that Ambulance Contract dated March 9, 2012 (Ambulance Contract) to provide emergency 911 ground ambulance services within the City's city limits; and

WHEREAS, the Ambulance Contract requires approval by the Arizona Department of Health Service (ADHS) and ADHS has requested certain clarifying changes to the Ambulance Contract prior to approval; and

WHEREAS, any changes to the Ambulance Contract must be through written amendment; and

WHEREAS, the parties hereto wish to amend the Ambulance Contract to satisfy the requests made by ADHS and to make some technical corrections.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby and in consideration of the mutual promises, covenants and conditions contained herein, do hereby agree as follows:

1. The terms used and capitalized in this Amendment shall have the respective meanings set forth in the Ambulance Contract, as amended by this Amendment unless the context clearly requires otherwise.
2. The Ambulance Contract is hereby amended by deleting the sentence "Attendance by City Attendant Staff for City training and medical exams will not reduce the compensation amounts to be paid to City by Contractor set forth in Exhibit B." from subsection 3.6.5 entitled "Periodic Training" at page 9 thereof.
3. The Ambulance Contract is hereby further amended by deleting Subsection 4.6.1 entitled "Cost of Living Adjustments" at page 10 thereof in its entirety and replacing it with a new Subsection 4.6.1 to read as follows:
  - 4.6.1 Cost of Living Adjustments. The compensation amounts set forth for the City Attendant Staff positions set forth in **Exhibit B** shall

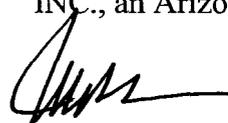
be increased annually by one and 35/100 percent (1.35%) or the percentage allowed in A.R.S. 36-2234(E), whichever is less, with the first such annual adjustment being made on July 1, 2013.

4. The Ambulance Contract is hereby further amended by insertion of a title page with the words "Exhibit D" identifying **Exhibit D** between page 24 and page 25 thereof.
5. Except as expressly modified by this Amendment, all other provisions, terms and conditions of the Ambulance Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date and year first written above.

CITY OF CHANDLER  
An Arizona municipal corporation

PROFESSIONAL  
MEDICAL TRANSPORT,  
INC., an Arizona corporation



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

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

ATTEST:

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By: KB \_\_\_\_\_  
City Attorney