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#13
OCT 13 2016

MEMORANDUM

FIRE, HEALTH & MEDICAL DEPARTMENT

DATE: OCTOBER 13, 2016

TO: MAYOR AND COUNCIL

THRU: MARSHA REED, CITY MANAGER *MR*

FROM: THOMAS DWIGGINS, FIRE CHIEF *D*

SUBJECT: RESOLUTION 5001 AUTHORIZING A CONTRACT WITH PROFESSIONAL MEDICAL TRANSPORT, INC., DBA PMT AMBULANCE DBA LIFE LINE AMBULANCE (PMT) FOR THE PROVISION OF EMERGENCY AMBULANCE SERVICES

RECOMMENDATION: Staff recommends City Council pass and adopt Resolution No. 5001 authorizing a contract with Professional Medical Transport, Inc., dba PMT Ambulance dba Life Line Ambulance (PMT) for the provision of emergency ambulance services and authorizing the City officers and employees to perform all acts necessary to give effect to this Resolution.

BACKGROUND/DISCUSSION: The City of Chandler currently has a contractual agreement for the provision of ambulance services with Professional Medical Transport (PMT) that expires after its four year term in January of 2017. During the term of the contract, in late 2015, Envision Health, parent company of American Medical Response (AMR), acquired Rural/Metro Corporation, parent company of PMT. Since that time, AMR (dba PMT) has continued operating ambulance services in Chandler in accordance with the PMT contract.

Staff has been working with PMT, since shortly after the acquisition was completed, to renew the contract for ambulance services. The updated contract maintains Chandler Fire, Health & Medical Department (CFHM) Paramedic Firefighters on the ambulances. This ensures that over 99% of ambulance transports provided in Chandler have a City of Chandler Paramedic Firefighter attending to each community member through the entire pre-hospital treatment and transportation experience. Additionally, the ambulances provided in the contract will continue to be billeted at Chandler Fire Stations and dispatched through the Phoenix Regional Dispatch Center. This maintains control over the distribution of these valuable resources and consistency in radio communications throughout the system.

There are two fairly significant changes in the updated contact that warrant an overview in this memo. First, Dedicated 24-hour ambulances will decrease from six to five. Through the life of

the existing contract, ambulance transport rates have decreased over 20%. The renewal contract has language that requires PMT to add the sixth ambulance back into the system based on one of four different defined benchmarks showing an increase in demand. Second, there is a change in the reimbursement for Paramedic Firefighters as shown in the Financial Implications section below. The change in reimbursement is a reduction from 100% of Paramedic Firefighter pay and benefits to Fair Market Value, which is being defined as 90% of the City's mid-level annual pay and benefits for a Paramedic Firefighter. Additionally, the reimbursement for city attendant staff was decreased from eighteen (18) to fifteen (15) and fire station space rental from six (6) and five (5).

The term of this contract is five (5) years after the commencement date. If PMT and the City mutually agree to renew this Contract, it may be renewed for two (2) additional one (1) year periods.

The Arizona Department of Health Services (ADHS) conducted a review of the contract. This review ensures that the contract does not violate existing certificate of necessity, approved rates and charges, or current rules and statues which govern Arizona ambulance services. ADHS reported that they do not foresee any future conflicts and are ready to move forward with the contract approval process once they received a signed copy.

FINANCIAL IMPLICATIONS:

There is a reduction in the reimbursement for staffing from \$1,727,148 annually on the current contract, providing Paramedic Firefighter staffing on six (6) full-time ambulances and one (1) peak-time ambulance, to \$1,414,620 annually on the proposed contract, providing Paramedic Firefighter staffing on five (5) full-time ambulances and one (1) peak-time ambulance.

There is an additional reduction in reimbursement for the rental of fire station space for ambulance billeting from \$145,500 annually on the current contract which provides station rental for six (6) full-time and one (1) peak-time ambulance, to \$122,628 annually which will provide station rental for five (5) full-time and one (1) peak-time ambulance.

Expenditures will continue to be in various Fire personnel and operating accounts and will continue to be reimbursed, although at a reduced rate as shown above, by PMT through General Fund Revenue Account #101.0000.4497.000000.0000.

PROPOSED MOTION: Move City Council pass and adopt Resolution No. 5001 authorizing a contract with Professional Medical Transport, Inc., dba PMT Ambulance dba Life Line Ambulance (PMT) for the provision of emergency ambulance services and authorizing the City officers and employees to perform all acts necessary to give effect to this Resolution.

Attachments:

1. Resolution No. 5001
2. PMT Ambulance Contract
3. ADHS Review Letter

RESOLUTION NO. 5001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, ADOPTING THE AMBULANCE CONTRACT BETWEEN THE CITY OF CHANDLER AND PROFESSIONAL MEDICAL TRANSPORT, INC., AN ARIZONA CORPORATION, DBA PMT AMBULANCE DBA LIFE LINE AMBULANCE (“PMT”)

WHEREAS PMT has a Certificate of Necessity (“CON”) #71 issued by the Arizona Department of Health Services (“ADHS”) necessary to provide emergency 911 ground ambulance services within the City’s city limits and represents that it has the expertise and capacity to provide emergency 911 ground ambulance services within the City’s city limits; and

WHEREAS, the City and PMT wish to enter into the Contract for the provision of emergency 911 ground ambulance services within the City’s city limits; and

WHEREAS, PMT and the City deem it beneficial for the City to provide City firefighter paramedic staffing to assist PMT in providing the 911 ambulance service contemplated under the Contract, and be reimbursed for providing such staffing, pursuant to the terms and conditions set forth in the Contract; and

WHEREAS, based on its thorough review of the terms of the Contract, the City believes that PMT can provide ambulance services pursuant to the terms of the Contract without violation of any applicable law, including any applicable order, decision, statute or rule of ADHS; and

WHEREAS, ADHS conducted a review of the Contract designed to ensure the Contract does not violate the existing Certificate of Necessity, approved rates and charges, and current rules and statutes which govern Arizona ambulance services, and that ADHS does not foresee any future conflicts and is ready to move forward with the contract approval process.

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

Section 1: That the Ambulance Contract, as attached hereto, is hereby adopted by the City of Chandler.

Section 2: That the various City officers and employees are authorized and directed to perform all acts necessary to give effect to this Resolution.

PASSED AND ADOPTED by the Mayor and City Council of the City of Chandler, Arizona, this ____ day of October 2016.

ATTEST:

CITY CLERK

MAYOR

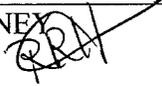
CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 5001 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ___ day of October 2016, and that a quorum was present thereat.

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

A handwritten signature in black ink, appearing to be 'RPA', is written over the horizontal line for the City Attorney's signature.

PMT
AMBULANCE CONTRACT

This Ambulance Contract (“Contract”) is entered into this ____ day of _____, 2016, between the City of Chandler, an Arizona municipal corporation (the “City”) and Professional Medical Transport, Inc., an Arizona corporation, dba PMT Ambulance dba Life Line Ambulance holder of CON #71 (“PMT” or “Contractor”). Together, PMT and the City are the “Parties” or “parties”.

RECITALS:

WHEREAS, PMT has a Certificate of Necessity CON #71 issued by the Arizona Department of Health Services (“ADHS”) necessary to provide emergency 911 ground ambulance services within the City’s city limits and represents that it has the expertise and capacity to provide emergency 911 ground ambulance services within the City’s city limits; and under requirements of “Arizona Law”, which as used in this Contract shall mean any and all requirements under Arizona Revised Statutes, the Arizona Administrative Code, or the Arizona Department of Health Services rules or regulations, all as modified, updated or amended from time to time; and

WHEREAS, the City and PMT wish to enter into this Contract for the provision of emergency 911 ground ambulance services within the City’s city limits; and

WHEREAS, PMT and the City deem it beneficial for the City to provide City firefighter paramedic staffing to assist PMT in providing the 911 ambulance service contemplated under this Contract, and be reimbursed for providing such staffing, pursuant to the terms and conditions set forth in this Contract; and

WHEREAS, PMT hereby certifies that, based on its thorough review of the terms of this Contract, PMT believes that it can provide ambulance services pursuant to the terms of this Contract without violation of any applicable law, including any applicable order, decision, statute or rule of ADHS, and without need of filing an application for a rate increase with ADHS under present economic conditions.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Contract and other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties agree as follows:

1.0 Services To Be Provided.

1.1 Type of Service. Except as otherwise expressly set forth herein, PMT shall provide emergency 911 ground ambulance services within the City’s city limits, and outside the City’s city limits when provided under the terms of an approved automatic aid agreement between the City and another political subdivision, provided this service area is within PMT’s CON certificated area, on an “as needed” basis.

1.2 Dispatch and Access to 911 System.

1.2.1 Phoenix Fire Regional Dispatch (PFRD). The City contracts with PFRD for access to the City of Phoenix 911 system and for dispatch services. The City hereby agrees to dispatch PMT ambulances through PFRD’s dispatch system under the terms and conditions set forth herein.

1.2.2 Dispatch Costs. The City has entered an agreement with the PFRD to dispatch ambulances directly. PMT agrees to reimburse the City for all costs incurred relating to the dispatch of ambulances within the City's city limits pursuant to Section 4.6 of this Contract. The parties agree that any reimbursement shall not exceed the actual amounts paid and/or due by the City for these services on behalf of PMT and will reflect only those charges for dispatch of ambulances and related equipment costs and fees.

1.2.3 Dispatch and Acceptance. Unless requested otherwise, PMT shall respond to all requests for services under this Contract using emergency red lights and sirens (Code 3). The City may, however, request that PMT respond without red lights and sirens (Code 2) and will confirm the response mode at the time of dispatch. PMT shall accept all requests for transportation services dispatched by or on behalf of the City. These services shall be provided by PMT in accordance with CON #71 and the provisions of this Contract.

1.3 Response Time. Response Time: Minimum compliance is achieved when 90% or more of responses for Code 3 and Code 2 calls for any month combined meet the specified Cumulative Response Time requirement. If 90% is not achieved in Code 3 responses in any month, PMT will conduct a three month review/assessment of Code 3 calls.

1.3.1 Code 3 Responses. PMT shall arrive on the scene where emergency care is required within eight (8) minutes fifty nine (59) seconds for ninety percent (90%) of all Code 3 cumulative calls received by PMT for transportation requests within the City's city limits for each calendar month

1.3.2 Code 2 Responses. PMT shall arrive at the scene where emergency care is required within nineteen (19) minutes and fifty-nine (59) seconds for ninety percent (90%) of all Code 2 cumulative calls received by PMT for transportation requests within the City's city limits for each calendar month.

1.3.3 Switch in Response Type After Dispatch. If PMT was originally requested to provide a Code 3 response but was later requested to provide a Code 2 response on a particular call, PMT shall arrive on the scene where emergency care is required within nineteen (19) minutes fifty-nine (59) seconds from the time that PMT was originally dispatched to provide a Code 3 response. If PMT was originally requested to provide a Code 2 response but was later requested to provide a Code 3 response on a particular call, PMT shall arrive on the scene where emergency care is required within the shorter of the following:

(i) eight (8) minutes fifty-nine (59) seconds from the time that PMT was requested to go to a Code 3 response; or

(ii) nineteen (19) minutes fifty-nine (59) seconds from the time that PMT was originally dispatched to provide a Code 2 response.

1.3.4 Measure of Response Time. PMT shall provide the City with the name and contact information for the entity designated to receive dispatches for ambulance service prior to commencement of services under this Contract and shall timely update this contact information as necessary during the term of this Contract. Response time is the difference between the time that PMT's designated entity is notified of the need for immediate dispatch of an ambulance and the time that PMT's first ambulance arrives at the scene, as reported to PFRD. Response time does not include the time required for PMT's designated entity to identify a patient's need for

immediate dispatch of an ambulance, the type of ambulance service required and the location at which ambulance service is required. PMT shall not report its arrival on the scene until the ambulance is stopped at the scene. Compliance with response time requirements under this Contract shall be determined solely on PFRD data.

1.3.5 Review of Response Time Performance. Response time performance will be reviewed by the City on a weekly, monthly and annual basis. Such review may include evaluation of performance on a unit location or City-wide basis. PMT shall meet with the City on a monthly basis to discuss response time and Contract implementation issues including any individual incident where the requirements of Section 1.3.1-1.3.3 above were not met.

1.3.6 Notice. PMT shall immediately notify PFRD if PMT does not have an ambulance that is staffed and equipped as necessary to respond to an incident close enough to the incident scene to meet any required response time in Section 1.3.1-1.3.3.

2.0 Ambulance Resources.

2.1 Number of Ambulances Provided. PMT hereby commits to dedicate the number and type of Advanced Life Support (ALS) equipped ambulances for twenty-four hour and peak-time use set forth in **Exhibit A** necessary to provide the services required under this Contract. Peak-time is defined as any period less than twenty-four hours for which higher ambulance call volumes are anticipated. PMT may provide such other, additional ambulance resources that it deems necessary to consistently satisfy the response time requirements set forth in Section 1.3 of this Contract. Ambulances dedicated to service pursuant to this Contract shall be billeted in the designated City fire station locations set forth in **Exhibit A** (“Dedicated Ambulances”).

2.2 Conditions on Use of Designated City Fire Stations.

2.2.1 PMT Attendants. While at any designated City fire station, PMT’s attendants shall participate in all applicable station activities in the same manner as City Fire, Health & Medical Department personnel and shall otherwise conduct themselves in the manner necessary to promote a harmonious work atmosphere. Station activities include cleaning and maintenance of the station and equipment, preparation and clean-up of meals, educating and interacting with the public during station tours and participation in appropriate physical training activities. PMT’s attendants assigned to City fire stations shall not be deemed to be employees of the City. PMT shall continue to have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workmen’s compensation and occupational diseases compensation insurance, unemployment compensation, other benefits and all taxes and premiums appurtenant thereto and all other appropriate insurance concerning PMT’s attendants assigned to City fire stations, as PMT does with all of its other personnel utilized in fulfilling its obligations under this Contract. PMT shall indemnify and hold harmless the City for any damage or liability caused solely by PMT’s attendants while at a designated City fire station.

2.2.2 No Repair. Except for periodically cleaning or checking the tire pressure of the ambulances billeted at any designated City fire stations, no maintenance or repair of such ambulances shall be conducted at any designated City fire station, unless specifically as approved by City.

2.2.3 PMT Access. Personnel designated by PMT shall have reasonable access to any designated City fire stations billeting PMT’s ambulances to provide necessary supervisory

oversight, retrieve ambulances for servicing, restock supplies, review and prepare response and billing records and undertake similar activities related to the provision of 911 ambulance services pursuant to this Contract. PMT shall provide a list to the City of all persons it has designated to have access to designated City fire stations and shall keep such list updated.

2.2.4 Condition of Fire Stations. PMT accepts use of each of the designated City fire stations in their “as is” condition and has independently verified that these stations are suitable for billeting its ambulances. PMT shall make no alteration to any fire station it is using pursuant to this Contract without the express, written approval of the City.

2.2.5 Waiver. The City shall not be responsible for any damage to any of PMT’s ambulances billeted in a designated City fire station, or for any injury to any PMT personnel given access to a designated City fire station pursuant to this Contract, and PMT, hereby, expressly waives any right to damages relating to such occurrences unless such damage is due solely to the negligence of the City or its employees.

2.2.6 Reimbursement. The parties agree that the rent reimbursement amounts set forth in **Exhibit B** of this Contract for use of the designated City fire stations are fair and reasonable and will be paid as set forth in Section 4.6 of this Contract.

2.3 Additional Ambulances. In addition to the minimum obligations for ambulance units required under this Contract and PMT’s right to designate additional units from time to time to meet its obligations under this Contract, PMT and the City shall mutually agree to increase the required number of twenty-four hour ALS equipped ambulances by one (1) to address any of the following circumstances:

(i) increased ambulance call volume by twenty percent (20%) over the call volume experienced during the first year of this Contract; or

(ii) population increases within the City’s city limits of twenty percent (20%) or more over the population in effect during the first year of this Contract; or

(iii) increased traffic congestion within the City’s city limits resulting in on-scene wait time increases experienced by City’s Chandler Fire, Health & Medical Department personnel of ten percent (10%) or more over the on-scene wait times experienced during the first year of this Contract; or

(iv) increased average ambulance response times of ten percent (10%) or more over the average response times experienced during the first year of this Contract.

2.4 Dedication of Ambulances. For purposes of this Contract, each Dedicated Ambulance provided by PMT under this Contract:

(i) shall remain within its ambulance billeting location unless being used to respond to an emergency call, during training activities or where such ambulance is otherwise being used in accordance with the move-up procedures set forth in **Exhibit C** hereto; and

(ii) shall be assigned by PMT to an emergency call within the City and shall be available to respond to Code 3 calls into jurisdictions who have automatic aid agreements with the City of Chandler only if it is the closest appropriate apparatus to the emergency scene; and

(iii) shall immediately return to its ambulance billeting location at the conclusion of an emergency call unless assigned to another emergency call for which it is the closest appropriate apparatus to the emergency scene; and

(iv) shall have the words "Chandler Fire, Health & Medical" legibly printed on both sides of the ambulance with a letter size at least equal to that used for PMT's markings and be labeled in compliance with Arizona Law.

2.5 Replacement Ambulances. PMT shall notify the City's Fire, Health & Medical Department Shift Commander, as soon as practically possible, if any ambulance dedicated to service under this Contract is temporarily removed from service and provide a replacement ambulance for each dedicated ambulance removed from service for any of the following reasons:

(i) removal of a dedicated ambulance from service for scheduled routine maintenance or repair; or

(ii) removal of a dedicated ambulance from service for unplanned maintenance or repair, when the ambulance is expected to be out of service for longer than four (4) hours, unless otherwise provided by the City's Fire Department Shift Commander; or

(iii) unavailability for any reason of a dedicated ambulance normally assigned to a station for a period of more than four (4) consecutive hours.

2.6 Move-Up Policy. For purposes of this Contract, "move-ups" shall mean a system of ambulance resource allocation designed to place ambulances in geographically strategic locations with the intent of minimizing response times during periods of increased ambulance activity. The move-up policy for ambulances dedicated to service under this Contract is set forth in **Exhibit C** hereto. PMT may move the ambulance resources dedicated to the City under this Contract only in a manner consistent with this move-up policy. While PMT may initiate a change in the move-up policy, any new policies must be mutually agreed upon and be in writing. PMT shall notify the City of any such intent to change, and confirm that service will not be diminished due to such change, prior to any implementation.

2.7 Joint Training. The City and PMT agree to cooperate in providing periodic paramedic training to City and PMT students in an ambulance setting and to acquaint individuals with the field of emergency medical service operations. This joint training may occur in an ambulance unit that is not dedicated to services under this Contract. In no event shall the City's participation in joint training be construed or deemed to constitute control over PMT's employees or any students.

2.8 Equipment and Maintenance.

2.8.1 Maintenance. PMT shall be solely responsible for properly maintaining all ambulances utilized under this Contract and for meeting all requirements of the CON issued by ADHS to PMT for emergency 911 ground ambulance service within the City's city limits. As used herein, maintenance also refers to repair and replacement of the ambulances to be utilized pursuant to this Contract

2.8.2 Basic Equipment. PMT shall be solely responsible for equipping all ambulances dedicated to service under this Contract, to support the appropriate life support level as required by the more stringent of ADHS requirements and the requirements of this Contract. The ambulance equipment required under this Contract includes:

- (i) equipment necessary to adequately and safely transport children under the age of eighteen (18); and
- (ii) that equipment, by “brand-name”, identified in Exhibit E hereto; and
- (iii) a fixed mobile radio that is integrated into an ambulance headset system and two (2) portable radios that are dual-band (800 MHz and VHF) capable; and
- (iv) a mobile computer terminal (MCT) unit meeting City specifications for receiving and transmitting dispatch and status notices; and
- (v) automatic vehicle locator (AVL) equipment meeting City specifications; and
- (vi) compartment space for storage of PPE, including turnout coat, pants, boots, helmet, self-contained breathing apparatus, mask; and
- (vii) an opticom emitter system programmed to regional response standards.

2.8.3 Additional Equipment. The City reserves the right to require PMT to carry additional equipment during the term of this Contract if reasonably necessary and will give PMT ninety (90) days’ notice of intent to require such additional equipment. Such request(s) shall not require expenditures of more than One Thousand Dollars (\$1,000) per dedicated ambulance in total value in any calendar year. Notwithstanding the foregoing, prior to providing notice of its intent to require additional equipment, to the extent reasonably possible, the parties shall meet to discuss the desired requirements and work in good faith on a reasonable resolution in compliance with the intent of this Contract.

2.8.4 Minimum Ambulance Fleet Specifications. The ambulance fleet to be dedicated to service under this Contract shall meet the following minimum specifications:

- (i) all Dedicated Ambulances must be certified by the manufacturer to meet federal specification KKK-1822E. An exception to this requirement will be permitted only for those items and features that must deviate from the above-referenced federal specifications in order to satisfy ADHS requirements; and
- (ii) All Dedicated Ambulances must be capable of transporting two (2) patients and two (2) attendants in the patient compartment, one person in the passenger seat, one driver and all required equipment without exceeding the Manufacturer’s Maximum Gross Vehicle Weight assuming the standard per person weight of one hundred seventy-five (175) pounds.

2.9 Ambulances Not Dedicated to Service under this Contract. Ambulances not dedicated to service under this Contract shall satisfy all ADHS requirements but shall not be required to include the AVL equipment necessary to receive dispatches for emergency transportation calls within the City’s city limits unless such AVL equipment can be disabled by PFRD and/or the City.

3.0 Staffing.

3.1 Basic Staffing Criteria. PMT shall assign two (2) attendants per ambulance and maintain such staffing at all times when such ambulances are dedicated to use pursuant to this Contract. On dedicated ALS equipped ambulances, one attendant shall be a state certified paramedic and the other shall be a state certified EMCT. PMT shall also meet all ADHS requirements with regard to staffing and is solely responsible for all staffing conditions not inconsistent with the terms of this Contract.

3.2 Training. In addition to the certification and training required by ADHS and other sections of this Contract, all of PMT's attendants to be assigned on a regular basis to an ambulance that is dedicated to the City under this Contract shall attend the following training programs provided by the City at the regularly scheduled date and time that the City offers such training:

- (i) a 16-hour orientation training program which includes training on EMS, Fire, Special Operations and Incident Scene procedures provided by City's fire department personnel; and
- (ii) periodic EMS training provided by the City's fire department personnel.

In addition to the certification and training required by the Arizona Department of Health Services and this Contract, all Ambulance crew members assigned to or available for assignment to the Dedicated Ambulances will attend the following training programs provided by the Fire, Health & Medical Department at the regularly scheduled dates and times that the Fire, Health & Medical Department offers such training: an orientation-training program provided by the Fire, Health & Medical Department's personnel; and at least three (3) hours EMS training every quarter to be provided by the Fire, Health & Medical Department's personnel. Orientation training and six (6) months 911 experience must be completed by each Ambulance crew member before that crew member is assigned temporarily or permanently to a Dedicated Ambulance. PMT will be responsible for compensating the crew members attending training and for providing, or otherwise arranging for, transportation for its crew members to attend training.

3.3 Records. PMT, as a subsidiary of a publicly traded company, shall make its publicly available financials available to the City upon reasonable request. Nothing herein shall limit or alter PMT's obligation to maintain books and records as required by law and/or ADHS

3.4 Personnel Issues. While PMT will be responsive to City input regarding issues the City may have with PMT's personnel, PMT shall be solely responsible for the hiring, termination and initiation of disciplinary action of all of its personnel and PMT's personnel shall remain subject to the rules, policies and regulations adopted by PMT. PMT agrees, however, to immediately reassign any attendant assigned to a designated City fire station at the reasonable request of the City without use of the Problem Resolution Guidelines when a supervisor cites safety or noncompliance with City Personnel Rule No. 5. Notwithstanding the foregoing, and to the extent possible in accordance with applicable law, PMT will be responsive to the City's concerns regarding issues with any of PMT's personnel using the Problem Resolution Guidelines, attached as **Exhibit G**, attached hereto.

3.5 City Hiring of PMT's Attendants. PMT acknowledges that attendants often apply for open fire fighter positions and hereby agrees that PMT's attendants may apply for employment with the City and that the City may hire PMT's attendants without any liability to PMT.

3.6 Contract Labor.

3.6.1 General Provisions. PMT hereby contracts for the labor of City Firefighter Paramedics ("City Attendant Staff") for use in staffing Advanced Life Support (ALS) equipped

ambulances to assist in providing 911 ambulance transports within the City and for automatic aid under the terms of an approved automatic aid agreement, provided such automatic aid is within PMT's CON certificated area, in conjunction with the services provided by PMT pursuant to this Contract.

3.6.2 Staffing Commitment. The City will provide City Attendant Staff for the twenty four hour and peak-time ambulances dedicated to service pursuant to Section 2.1 of this Contract in accordance with the terms of this Contract and the schedule set forth in **Exhibit A**. The City is not obligated to provide any City Attendant Staff beyond that set forth in this Contract.

3.6.3 City Employees. City Attendant Staff are the employees of the City subject to all laws, rules, policies, regulations, procedures, standards, and contractual provisions applicable to City employees, including internal City Fire, Health & Medical Department policies, procedures, and guidelines. The City shall be solely responsible for all salaries, wages, retirement, withholdings, workers' compensation, occupational disease insurance, unemployment compensation, other benefits and all taxes and premiums appurtenant to said wages and all other appropriate insurance related to the City employees provided hereunder. Further, while the services of the City Attendant Staff shall be provided in a manner consistent with PMT's established standards for ambulance operations, as set forth in Subsection 3.6.4 below, the City shall be solely responsible for the hiring, performance management and appraisal, and initiation and conduct of disciplinary action, including termination, of all City personnel provided pursuant to this Contract.

- (i) The City's ALS provider is, at all times, required to maintain certification as required by the Arizona Department of Health Services at the Paramedic level. If at any time it is found that a City's ALS provider is not certified, or loses his/her certification, PMT will be notified as soon as possible. Any damages or reimbursements to any patients, State and/or Federal payers that are caused by the actions of a non-certified City ALS provider, will be the responsibility of the City.

3.6.4 Compliance with Ambulance Operation Standards.

- (i) City Attendant Staff shall render services under this Contract in a manner consistent with PMT's standards, policies and procedures for the operation of PMT's ambulances. An Electronic Patient Care Record (e-PCR) shall be completed in a timely manner for each patient transported and be submitted to PMT (CON #71) and the receiving facility prior to the end of each 24 hour tour. City Attendant Staff shall be responsible for completing the patient care encounter on the Department specific ePCR program per department documentation standards. Any additional PMT documentation requirements shall be the responsibility of PMT Staff and should be performed on PMT designated ePCR.

- (ii) Each ambulance staffed with City Attendant Staff under this Contract shall operate within the defined deployment, move-up and general operational systems for 911 services set forth in this Contract.

3.6.5 Periodic Training. City Attendant Staff staffing each of the twenty-four hour ambulances identified in **Exhibit A** will periodically need to attend pre-scheduled City training and receive annual medical exams. Ambulances may be returned to service based on need and

Battalion Chief request. The City will provide PMT with notice at least forty-eight (48) hours before any such event for each twenty-four hour ambulance identified in **Exhibit A** and PMT shall follow the move-up procedures set forth in **Exhibit C** during such events. Attendance by City Attendant Staff for City training and medical exams will not reduce the compensation amounts to be paid to City by PMT as set forth in **Exhibit B**.

3.6.6 Reimbursement. The parties agree that the staffing cost reimbursements set forth in **Exhibit B** of this Contract are based upon the City's estimated costs and fair market value for the labor and services provided and that the costs do not exceed the City's actual costs of providing City Attendant Staff. The cost reimbursements will be paid as set forth in Section 4.6 of this Contract and any increases in these costs shall not exceed the percentage allowed in A.R.S. § 36-2234(E).

4.0 Contract Administration.

4.1 Contract Administrator. PMT shall provide the City with the name, contact information and responsibilities of the executive responsible for this Contract and the staff member with daily operational supervisory responsibilities of the attendants PMT has assigned to the ambulances dedicated to service under this Contract, prior to commencement of services under this Contract, and shall timely update this contact information as necessary during the term of this Contract.

4.2 Complaints. PMT will notify the City of all written complaints and compliments concerning ambulance services within the City or involving a City dedicated unit. Issues involving PMT or City personnel will be reported by the close of the business day following receipt of the complaint. Complaints of a financial or billing nature will be reported to the City within ten (10) working days of the receipt of the complaint. PMT will provide to the City any investigational findings and a disposition of all complaints described in this paragraph within twenty (20) days of the receipt of complaint.

4.3 Response Records. PMT shall maintain a complete and accurate record of all requests for service and deployment of resources. These records shall include the time and date of the request, location of the incident, identification of the ambulance and personnel dispatched, the arrival time of the ambulance at the scene, and the total elapsed time between dispatch and arrival. The record shall also include the time of departure from the scene and arrival time at the emergency care facility.

4.4 Evaluation. The City may survey users periodically to determine the level of satisfaction with the service provided by PMT. PMT will be given an opportunity to respond to any unfavorable responses.

4.5 No Cost to City. All patient charges by PMT for services to the public under the terms of this Contract shall be in accordance with such public rates and charges set under Arizona Law. In the event a ground ambulance is en route to or has arrived on the scene, where PMT did not transport the patient PMT shall not charge the patient for such response.

Under no circumstances shall the City be responsible for the costs of a response. As such, in the event a ground ambulance is in route to or has arrived on the scene and medical control then deems air transport necessary, PMT shall not charge the City for such response. Charges for services provided under this Contract will be paid directly to PMT by the individual(s) receiving the service. The City will not be responsible for non-payment of bills tendered to the individual(s) receiving the service.

4.6 Payment Procedures. PMT shall reimburse the City by wire transfer for all ongoing costs to be incurred by the City for access to the 911 system as identified in Subsection 1.2.2 and for providing City

Attendant Staff positions and use of designated City fire stations for billeting ambulances as set forth in **Exhibits A and B** of this Contract on the fifth day of each month in which these costs are to be incurred. PMT's payment obligation is independent of collection for any patient transported and is based on the staffing levels and use of City fire stations for billeting ambulances set forth in **Exhibit A**. PMT is not responsible for any City Attendant Staff compensation beyond the amounts set forth in **Exhibit B**. If this Contract commences or terminates before the beginning or end of any month, the monthly reimbursement amounts set forth in this Contract shall be prorated. The City will not bill PMT for its "first response" services except for the supplies used in providing such first response services as set forth in Section 5.3 of this Contract.

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%), with the first such annual adjustment being made on July 1, 2017.

4.6.2 Late Charges. In the event payment of the amounts set forth herein are more than ten (10) days overdue, a late charge of one and one-half percent (1 ½%) of the amount due per month shall be added to the unpaid amount as liquidated damages, it being agreed that such amount is a reasonable estimate of the costs and expenses the City will incur as a result of such late payment. Acceptance of the late charge will not constitute a waiver by the City of PMT's default with respect to such nonpayment by PMT, nor prevent the City from exercising all other rights and remedies available under this Agreement or at law or in equity.

4.6.3 Notice of Charges. The City will provide PMT with a document setting forth the costs for dispatch services, the costs for providing use of designated City fire stations and the cost of living adjusted reimbursement amounts for providing City Attendant Staff, on or before June 1 of each year for the monthly reimbursements to be made starting July 1 of that year, with the first such notice being provided by the later of June 1, 2017 and thirty (30) days before commencement of services pursuant to Section 9 of this Contract. Notwithstanding the foregoing, no increase shall take effect if such increase would result in the reimbursement that exceeds the City's actual costs and/or the fair market value of such services.

4.7 Notice of Litigation. PMT shall notify the City within twenty-four (24) hours of any litigation or significant potential for litigation of which PMT becomes aware relating to its operations pursuant to this Contract. Further, PMT shall disclose in writing to the City all litigation involving PMT that involves allegations against PMT's performance of its duties under Arizona Law or this Contract, or allegations of liability occurring within the city limits of Chandler.

5.0 Incident Procedures.

5.1 Control of Scene. The Chandler Fire, Health & Medical Department is responsible for incident management for all responders and patients throughout the incident. Control of scene matters and command structure are set forth in Volume II of the Phoenix Regional Operations Manual and CFHM Policies and Procedures and is subject to change and further direction as determined by the Chandler Fire, Health & Medical Department.

To provide for the transfer of responsibility for the care of such person or persons, City and PMT hereby establish and agree upon the Patient Transfer Procedures specifically detailing such procedures. The parties and their respective medical directors also hereby establish and agree upon the Paramedic Follow-up (Ride-In) Guidelines. The patient's condition will determine the need for a City Fire paramedic to accompany the patient in the ambulance in accordance with the Paramedic Follow-up (Ride-In) Guidelines. Other than an incident which is governed by the Paramedic Follow-up (Ride-In) Guidelines, PMT shall be responsible to assure

patient care during transport, and therefore, shall make the final determination as to who may accompany the ambulance.

5.2 Patient Destination. First response personnel will discuss destination with the patient. Patient destination decisions will, subject to the provisions Arizona Law be primarily based on patient choice.

5.3 Replacement of Supplies. Medical supplies used by first response personnel at a medical incident will be replaced by the ambulance transporting the patient to the hospital. The list of supplies that PMT is required to re-supply to the City is set forth in **Exhibit F** hereto. The City may periodically update **Exhibit F** to reflect the supplies it currently uses. Every effort should be made to complete the transfer of supplies before the ambulance leaves for the hospital. The transfer of supplies should be accomplished in a quick and efficient manner so as not to hinder the transportation of the patient to the hospital. Any supplies not transferred at the time of patient transport will be requested through the Fire Health & Medical Department EMS division directly to PMT. Absent documented supplier problems, AMR will provide any supplies so requested by the City within fourteen (14) calendar days of request. The obligation to replace medical supplies set forth in this Section only applies where PMT actually transports the patient for whom such medical supplies were used and are on a one for one basis

Any specifications for equipment, materials and supplies set forth in the Contract must be acceptable in accordance with City standards. Equipment, materials and supplies provided by PMT shall meet or exceed City requirements. The City may sample and test equipment, materials and supplies and the City shall have sole authority to reject supplies not meeting City standards. After 12 months of operating under this contract, City will work with PMT to develop a mutually agreeable method for replacement of EMS supplies.

5.4 Solicitation of Information. PMT 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.

5.5 Emergency Stand-By. PMT agrees to provide an ambulance for emergency scene stand-by, at no charge to the City, when a City Fire Captain or higher-ranking City fire official has reason to believe a life threatening emergency situation warrants an ambulance stand-by.

6.0 Community Activities. Upon request, PMT agrees to participate in various health and safety related community activities at no cost to City. Notwithstanding the foregoing, PMT's requirements under this Section shall not impact its obligations to provide services under this Contract, nor shall it have any monetary impact on PMT.

7.0 Indemnification. PMT agrees to indemnify, defend, and save harmless the City, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively, from all losses, claims, suits, actions, payments, judgments and liabilities, demands, expenses, attorney's fees, defense costs, or actions of any kind and nature resulting from personal injury to any person, including employees of PMT or of any subcontractor employed by the PMT (including bodily injury and death) or damages to any property, arising out of the negligent, reckless or intentional actions, acts, errors, mistakes or omissions of PMT for the work being performed hereunder. The City agrees to indemnify, defend and save harmless PMT from all losses, claims, suits, actions, payments, judgment and liabilities, demands, expenses, attorney's fees, defense costs, or actions of any kind and nature resulting from personal injury to any person, including employees of the City, or damages to any property, arising out of the sole negligence of the City, its officers, and employees.

8.0 Insurance.

8.1 General Requirements. PMT shall obtain insurance coverage of the types and amounts required in this section and keep such insurance coverage in force throughout the life of this Contract with respect to all services provided by PMT under this Contract. PMT will provide satisfactory certificates of the required coverage to the City's Law Department – Risk Management Division before beginning work. PMT shall use reasonable efforts to endeavor to provide that policies will contain an endorsement providing that written notice be given to City at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage in any policy. If a policy does expire during the life of this Contract, a renewal certificate of the required coverage must be sent to City not less than five (5) days prior to expiration date. Proof of insurance shall be provided by means of a Certificate of Insurance. The Certificate shall identify the policies in effect on behalf of PMT, their policy period(s), and limits of liability. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of insurance may be typed on the reverse of the insurance certificates and countersigned by an authorized representative of the insurance company. Failure of the PMT to take out and/or maintain insurance, shall not relieve PMT from any liability under this Contract, nor shall the insurance requirements be construed to conflict with or otherwise limit PMT's indemnification obligations under Section 7.0 of this Agreement. If a certificate of insurance is submitted as verification of coverage, the City will reasonably rely upon the certificate of insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the required policies expire during the life of this Contract, the PMT must forward renewal or replacement certificates to the City within 10 days after the renewal date containing all the necessary insurance provisions.

8.2 Insurer Requirements and Scope. Without limiting any obligations or liabilities of PMT, PMT shall purchase and maintain at its own expense insurance policies approved by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B++6 or above, or by an equivalent qualified unlicensed insurer approved by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City. Failure to maintain insurance as specified may result in termination of this Contract at the City's option. In addition, the City will be included as an additional insured, except for Workers Compensation and Professional Liability, to the full limits of the insurance purchased by PMT even if those limits of liability are in excess of those required by this Contract. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services, Inc.'s Additional Insured, Form B, CG 20101001, and shall include coverage for PMT's operations. PMT's General, Automobile, and Excess Liability insurance policies are primary over any insurance or self-insurance available to the City and as to any claims resulting from this Contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.

8.3 Types of Coverage. PMT shall purchase from and maintain insurance from companies lawfully authorized to do business in Arizona. Such insurance shall protect PMT and the City from claims set forth below which may arise out of or result from the PMT's operations under this Contract and for which PMT may be legally liable, whether such operations be by PMT or by anyone directly or indirectly employed by PMT or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093, including but not limited to severability of interest and waiver of subrogation clauses and must apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of liability of the coverage. Coverages shall include:

- (i) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to this Agreement; and
- (ii) claims for damages because of bodily injury, occupational sickness or disease, or death of PMT's employees; and

- (iii) claims for damages because of bodily injury, sickness or disease, or death of any person other than PMT's employees;
- (iv) claims for damages insured by usual personal injury liability coverage; and
- (v) claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
- (vi) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "I" "any auto" policy form CA00011293. Such insurance shall include coverage for loading and off-loading hazards; and
- (vii) claims involving contractual liability insurance applicable to PMT's obligations under the indemnification provisions of this Contract; and
- (viii) claims for injury or damages in connection with the delivery of professional services.

8.4 Limits.

8.4.1 General Liability. The Commercial General Liability insurance required herein shall be written for not less than Ten Million Dollar (\$10,000,000) limits of liability. For the purposes of General Liability Coverage, any combination between general and excess liability alone amounting to a minimum of Ten Million Dollars (\$10,000,000) per occurrence and an aggregate of Ten Million Dollars (\$10,000,000) in coverage will be acceptable. Coverage's, whether written on an occurrence or claims-made basis, shall be maintained without interruption during the term of this Contract.

8.4.2 Workers' Compensation. PMT shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes applicable to PMT's employees engaged in the performance of services under this Contract; and, Employer's Liability insurance of not less than One Million Dollars (\$1,000,000) for each accident, One Million Dollars (\$1,000,000) disease for each employee, and One Million Dollars (\$1,000,000) disease policy limit.

8.4.3 Automobile Liability. PMT shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than Five Million Dollars (\$5,000,000) each occurrence on PMT's owned, hired, and non-owned vehicles assigned to or used in the performance of PMT's services under this Contract.

8.4.4 Professional Liability. PMT shall maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by PMT, its officers, agents or employees, with the coverage limit of not less than Ten Million Dollars (\$10,000,000) per occurrence with a Ten Million Dollars (\$10,000,000) aggregate.

8.4.5 Premises Liability. PMT shall obtain premises liability coverage (or a special endorsement on an existing policy of insurance) with a combined single limit for bodily injury and property damage of not less than Two Million Dollars (\$2,000,000) each occurrence which extends coverage to any City facility where PMT's attendants are stationed as contemplated by Section 2.2 of this Contract.

8.5 Deductibles. Any and all deductibles or self-insured retentions in the insurance policies purchased by PMT shall be assumed by and be for the account of, and at the sole risk of PMT. When a self-insured retention (SIR) or deductible exceeds One Hundred Thousand (\$100,000), the City reserves the right, but not the obligation, to request and review a copy of PMT's most recent annual report or audited financial statements. Self-insured retention in excess of One Hundred Thousand Dollars (\$100,000) will be accepted only with the permission of the City's Management Services Director or his/her designee. The amounts of any SIR shall either be noted on the Certificate of Insurance or be separately disclosed by PMT's licensed insurance representative establishing a SIR less than or equal to One Hundred Thousand Dollars (\$100,000).

9.0 Term. PMT shall be contractually obligated to timely seek ADHS approval of this Contract after execution by the parties. The operational aspects of this Contract shall not commence, however, until the City issues its notice to proceed to PMT. Such notice to proceed shall be given no less than thirty (30) days prior to the date that PMT shall begin providing ambulance services pursuant to this Contract (the Commencement Date). The Commencement Date shall be no sooner than thirty (30) days after ADHS approval of this Contract and no more than two hundred forty (240) days after ADHS approval of this Contract and the Contract shall expire, unless renewed or terminated early, five (5) years after the Commencement Date. If PMT and the City mutually agree to renew this Contract, this Contract may be renewed for two (2) additional one (1) year periods. PMT shall obtain any required ADHS approval of any such renewal of this Contract necessary to meet its obligations to the City under this Contract.

10.0 Early Termination and City Remedies.

10.1 Right to Assurance. If the City in good faith has reason to believe that PMT does not intend to, or is unable to perform or continue performing under this Contract, the City's Contract Administrator may demand in writing that PMT give a written assurance of intent to perform. Failure by PMT to provide written assurance within the number of days specified in the demand may, at the City's option, be the basis for terminating this Contract in addition to any other rights and remedies provided by law or this Contract.

10.2 Nonconforming Tender. Services and materials supplied under this Contract shall fully comply with Contract requirements and specifications. Services or materials that do not fully comply constitute a breach of Contract.

10.3 Termination for Cause. The City may terminate this Contract for PMT's failure to comply with the terms of this Contract. No such termination for cause under this Section 10.3 shall be permitted, however, unless and until:

(i) The City has given prior written notice to PMT specifying the failure to comply which will, unless corrected, constitute a material breach of this Contract on the part of the PMT; and

(ii) Within thirty (30) days from the date of the notice, PMT either has not come into compliance, or if such failure cannot be corrected within thirty (30) days, PMT has not initiated reasonable steps to correct the same or thereafter does not diligently continue to take reasonable steps to correct such failure to comply.

(iii) Notwithstanding the provisions above, if PMT persistently and repeatedly fails to meet any particular material obligation under this Contract, no additional notice and opportunity to cure shall be required pursuant to this Section 10.3 in order for such persistent and repeated failure to be basis for a termination for cause.

10.4 Termination for Life Safety Issues. The City may, by written notice, immediately terminate this Contract if the City determines that PMT's significant or persistent failure to meet the

requirements of this Contract may endanger public health or safety. For purposes of this provision, significant or persistent failure must be noticed pursuant to Section 12.2 of this Contract and have continued for either three (3) consecutive months or existed for a period covering more than four (4) months over any consecutive twelve (12) month period. This includes, but is not limited to, both the failure to meet the response time requirements set forth in Section 1.4 or to follow the move up and ambulance resource dedication protocols set forth in Section 2.0 and **Exhibits A and C** of this Contract. Termination of this Contract pursuant to this Section 10.4 may be made by the City's Fire Chief. PMT may appeal the determination of the City's Fire Chief to the City Manager within five (5) working days of the notice of termination, but PMT will not be dispatched to provide services pursuant to this Contract during the appeal unless and until the City Manager reverses the decision rendered by the City's Fire Chief. A decision on the appeal shall be rendered within ten (10) working days of appeal and, if no formal decision is rendered within this timeframe, the appeal shall be deemed denied. If PMT fails to administratively appeal the determination of the City's Fire Chief as provided herein, PMT shall be deemed to have waived its right to contest the termination. Because of the life safety issues involved, any dispute as to the termination of this Contract pursuant to this Section 10.4 is not subject to the alternative dispute resolution provisions of Section 11.0 of this Contract.

10.5 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the City may cancel this Contract without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of the City is or becomes at any time while this Contract or an extension or renewal of this Contract is in effect, an employee of or a consultant to any other party to this Contract. The cancellation shall be effective when PMT receives written notice of the cancellation unless the notice specifies a later time.

10.6 Gratuities. The City may, by written notice, terminate this Contract, in whole or in part, if the City determines that employment or a gratuity was offered or made by PMT or a representative of PMT to any officer or employee of the City for the purpose of influencing the outcome of the procurement or securing this Contract, an amendment to this Contract, or favorable treatment concerning this Contract, including the making of any determination or decision about contract performance. The City, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the gratuity offered by PMT.

10.7 Suspension or Debarment. The City may, by written notice to PMT, immediately terminate this Contract if the City determines that PMT has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a PMT subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that PMT is not currently suspended or debarred. If PMT becomes suspended or debarred, PMT shall immediately notify the City.

10.8 Termination for Change of Control. To the extent reasonably possible PMT shall provide notice at least sixty (60) days prior to closing that either it or its parent entity (American Medical Response and/or Rural/Metro but not including their respective owners including but not limited to Envisions Healthcare), assets or interests are being acquired by another entity. Within thirty (30) days of receipt of such notice, the City may elect to terminate this Contract, provided that the date of termination is at least sixty days (60) from the date of such notice to PMT to allow for the efficient transition.

10.9 Continuation of Performance Through Termination. PMT shall continue to perform, in accordance with the requirements of this Contract, up to the date of termination, as directed in the termination notice. Further, termination of this Contract shall in no way obviate any PMT obligation or responsibility pursuant to the CON issued to PMT by ADHS to provide ambulance services within Chandler's city limits.

10.10 No Waiver. Either party's failure to insist on strict performance of any term or condition of this Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

10.11 Non-exclusive Remedies. The rights and the remedies of the City under this Contract are not exclusive.

11. Dispute Resolution.

11.1 Alternative Dispute Resolution. The parties hereby agree that there shall be a sixty (60) day moratorium on litigation commencing on the day that a claim is filed by PMT pursuant to A.R.S. § 12-821.01 during which time the parties will negotiate in good faith to resolve the dispute and evaluate the viability of pursuing alternative dispute resolution procedures such as mediation and arbitration.

11.2 Arizona Law. This Contract shall be governed and interpreted according to the laws of the State of Arizona.

11.3 Jurisdiction and Venue. The parties agree that this Contract is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Contract shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.

11.4 Fees and Costs. Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Contract is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.

12.0 Miscellaneous.

12.1 Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

12.2 Notices. All notices or demands required to be given pursuant to the terms of this Contract shall, unless specified otherwise, be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of the CITY:

In the case of the PMT:

Tom Dwiggin, Fire Chief
151 East Boston Street
Chandler, Arizona 85225
480-782-2130
480-782-2125

Glenn Kasprzyk, Regional Chief Operations Officer
Arizona
8465 N. Pima Road
Scottsdale, AZ 85258
480-446-2534

Copy to: Marsha Reed, City Manager

With a mandatory copy addressed to:

American Medical Response
Legal Department
6363 S. Fiddler's Green Circle, 14th Floor
Greenwood Village, CO 80111

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

12.3 Entire Agreement. This Contract, including all Exhibits attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding. Changes to this Contract directed by a person who is not specifically authorized by the City in writing or made unilaterally by the PMT are violations of this Contract. Any such changes, including unauthorized written contract amendments shall be void and without effect, and PMT shall not be entitled to any claim under this Contract based on such changes.

12.4 Independent Contractor. PMT is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to this Contract and the City shall have no direction or control over the performance of PMT's employees.

12.5 Authority. Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

12.6 Severability. If any provision of this Contract is declared invalid, illegal or unenforceable, that provision shall be severed from this Contract, and the remaining provisions shall otherwise remain in full force and effect.

12.7 Headings. The headings used in this Contract are inserted for reference purposes only and do not affect the interpretation of the terms and conditions hereof.

12.8 Time of Essence. Time is hereby declared to be of the essence for the performance of all terms, covenants, conditions and obligations under this Contract

12.9 Exhibits. The exhibits referenced to herein and attached hereto (the "Exhibits") are incorporated herein by reference. The Exhibits relate to operational matters which may be administratively revised by the City Fire Chief without need of formal amendment to this Contract by City's Council. Any conflict between the language set forth in any Exhibit and the language set forth in the body of this Contract shall be controlled by the language set forth in the body of this Contract.

12.10 Interpretations and Definitions. The parties agree that each party and its counsel have reviewed this Contract and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Contract.

12.11 Time. Periods of time, stated as a number of days, shall be calendar days unless otherwise designated.

12.12 Assignment. No right or interest in this Contract shall be assigned by PMT without the written permission of the City; and no delegation of any duty of PMT shall be made without permission of the City. Any attempted assignment of delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this subsection.

12.13 Funds Appropriation. If sufficient funds are not appropriated to continue this Contract and for the payment of charges hereunder, the City may terminate this Contract at the end of the fiscal period. The City agrees to give written notice of termination to the PMT at least thirty (30) days prior to the end of its current fiscal period and will pay to PMT all charges incurred through the end of such period.

12.14 Licenses. PMT shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by PMT as applicable to this Contract.

12.15 Conduct. PMT's employees, officers, and agents shall not identify themselves as being employees of the City. PMT's employees, officers and agents shall conduct themselves in such a manner as to avoid embarrassment to the City and shall be courteous to the public.

12.16 Immigration Reform and Control Act. PMT shall comply with the Immigration Reform and Control Act of 1986 (IRCA). PMT understands and acknowledges the applicability of the IRCA to PMT. PMT agrees to permit City inspection of its personnel records to verify such compliance.

12.17 Subcontractor Qualification. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the City nor any obligation on the part of the City to pay, or to see to the payment of, any sums to any subcontractor. Any subcontractor proposed is subject to the disapproval of the City with or without cause. If disapproved, PMT is solely responsible for providing a subcontractor (s) who is acceptable to the City.

12.18 Security; Confidentiality Clause. PMT agrees to abide by all federal, state and City established policies, standards and security procedures, and procedures relating to the release of information concerning injured parties.

12.19 Compliance with Federal Anti-Kickback Statute. Each party shall comply with the Federal Health Care Programs' Anti-Kickback Statute (42 U.S.C. § 1320a-7b) and any applicable regulations promulgated thereunder. The parties further recognize that this Contract shall be subject to amendments of the Anti-Kickback Statute or any of its applicable regulations. In the event any applicable provisions of the Anti-Kickback Statute or its regulations invalidate, or are otherwise inconsistent with the terms of this Contract, or would cause one or both of the parties to be in violation of the law, the parties shall exercise their best efforts to accommodate the terms and intent of this Contract to the greatest extent possible consistent with the requirements of the Statute and its applicable regulations.

12.20 Good Faith Negotiation. This Contract has been negotiated in good faith by the parties. Nothing contained in this Contract, including any compensation paid or payable, is intended or shall be construed: (i) to require, influence or otherwise induce or solicit either party regarding referrals of business or patients, or recommending the ordering of any items or services of any kind whatsoever to the other party or any of its affiliates, or to any other person, or otherwise generate business between the parties to be reimbursed in whole or in part by any Federal Health Care Program, or (ii) to interfere with a patient's right to choose his or her own health care provider.

Exhibit "A"
Resources

1. Dedicated Ambulances. PMT hereby commits to dedicate the following number and type of ALS equipped ambulances for twenty-four hour and peak-time use necessary to provide the services required under this Contract.

A. Twenty Four Hour Ambulances.

Ambulance Designation*	Billeting Location
M281 24/7	CFHM FS #281, 1491 E. Pecos Road
M282 24/7	CFHM FS #282, 1911 N. Alma School Road
M285 24/7	CFHM FS #285, 1775 W. Queen Creek Road
M289 24/7	CFHM FS #289, 211 N. Desert Breeze Blvd
M2810 24/7	CFHM FS #2810, 5211 S. McQueen Road
***PMT-	PMT Station – (PMT Medic and EMT)

* The City will provide City Attendant Staff for each of the dedicated twenty-four hour ALS equipped ambulances identified above in accordance with Section 3.6 of this Contract. Provision of City Attendant Staff for each of these Dedicated Ambulances on a twenty four (24) hour basis will require three (3) City firefighter paramedics per ambulance for a total of fifteen (15) City firefighter paramedics.

**PMT will replace each of the dedicated twenty-four hour ALS equipped ambulances identified above with a new, comparably equipped, ambulance on or before such time that an ambulance has logged over 175,000 miles.

*** This unit shall be available to provide services under this Contract non-exclusively to the City under this Contract, but may be used to provide additional services outside of this Contract in the sole discretion of PMT as required from time to time.

B. Peak-Time Ambulance.

Ambulance Designation*	Billeting Location	Day of Week	Hours of Operation
M288	CFHM FS #288, 711 W. Frye Road	Monday	08:30-20:30
		Tuesday	08:30-20:30
		Wednesday	08:30-20:30
		Thursday	08:30-20:30
		Friday	08:30-20:30
		Saturday	N/A
		Sunday	N/A

*The City will provide City Attendant Staff for each day of the week of operation of the dedicated peak-time ambulance identified above in accordance with Section 3.6 of this Contract during all of the peak time hours identified.

**PMT will replace the dedicated peak time ambulance identified above with a new, comparably equipped, ambulance on or before such time that an ambulance has logged over 175,000 miles.

2. Back-up Ambulances. PMT hereby commits to dedicate one (1) ambulance for “back-up” purposes to the front line ambulances as set forth in this Exhibit A in order to provide the services required under this Contract. This dedicated ambulance will be housed at a CFHM facility to facilitate weekly apparatus check-offs and after-hours access for vehicle change outs. All additional ambulances used for back-up purposes shall meet the same specifications of the Dedicated Ambulances.

**Exhibit "B"
Reimbursement**

1. City Attendant Staff. Fair Market Value for labor reimbursement (3.6.6) shall be calculated as 90% of the City's mid-level annual pay and benefits for a Paramedic Firefighter at the time of the contract. Contractor shall pay the City the following amounts for providing City attendant Staff:

- a. \$88,761 annually for each of the fifteen (15) CFHM Paramedics staffing five (5) twenty-four hour ambulances identified in **Exhibit A**.*

(15 CFD Paramedics x \$88,761) = \$1,331,415

Monthly Reimbursement of: \$110,951*

Each twenty-four (24) hour Ambulance requires three (3) full time Paramedics to cover all seven days of staffing (one per day, per shift) (5 Rescues x 3 CFHM Paramedics) = 15 CFHM Paramedics.

- b. \$83,210 annually to cover approximately 90% of the paramedic hourly staffing demand for peak-time ambulances identified in Exhibit A.

(60 hours x \$26.67 per hour x 52 weeks/year = \$83,210)

Monthly Reimbursement of: \$6,934*

2. Station Location. PMT shall pay the City the following amounts for providing fire station space to billeted ambulances:

Ambulance Designation	Location	Monthly Rent
M - 281	CFHMD FS #281, 1491 E, Pecos Road	\$1,906
M - 282	CFHMD FS #282, 1911 N. Alma School Road	\$1,906
M - 285	CFHMD FS #285, 1775 W. Queen Creek Road.	\$1,906
M - 289	CFHMD FS #2895, 211 N. Desert Breeze Blvd	\$1,906
M - 2810	CFHMD FS #2810, 5211 S. McQueen Road	\$1,906
M-288	CFHMD FS #288, 711 W. Frye Rd 12 hrs/day, Mon-Fri (12x5) = 60 x 52 weeks 3,120 hrs x \$2.65/hr= \$8,268/12=	\$689

Monthly Reimbursement of: \$10,219

*As set forth in section 4.6.1 of this Contract, the monthly amounts set forth for providing City Attendant Staff shall be increased by one and 35/100 percent (1.35%) per year.

TOTAL MONTHLY REIMBURSEMENT: \$128,104

**Exhibit “C”
Move-up Policy**

1. Move-up Policy. PMT has developed the following Move-up Policy to ensure compliance with the response time requirements set forth in this Contract. This Policy provides the following:
 - A. At any time that the number of Dedicated Ambulances available for emergency calls in the City drops below one-third (1/3) of the total Dedicated Ambulances for the City, PMT shall immediately move designated (non-dedicated) ambulances into the areas of the City that lacks ambulance coverage; and
 - B. Attendants (City Attendant Staff and PMT’s EMT’s) shall promptly respond to PMT’s orders regarding move-ups in the same manner as they respond to dispatches received by PFRD.

2. Move-up Protocol. PMT hereby commits to the operational responsibility of deploying ambulances for move-up coverage and posting. The following information below serves as the move-up requirements for the City.
 - A. Zones. The City will be divided into North and South Zones with the 202 San Tan Freeway as the dividing line.
 - B. Deployment Plan. PMT hereby commits to dedicate the following resources to each Zone.

North Zone

M-281	CFHM Fire Station #281	1491 E. Pecos Road
M-282	CFHM Fire Station #282	1911 N. Alma School Road
M-289	CFHM Fire Station #289	211 N. Desert Breeze Blvd
M-288	CFHM Fire Station #288	711 W. Frye Road (Peak time unit)

South Zone

M-285	CFHM Fire Station #285	1775 W. Queen Creek Road
M-2810	CFHM Fire Station #2810	5211 S. McQueen Road

3. Move-up Levels. A system of “Levels” will be established to guide the move-up protocol through the various stages of coverage.
 - Level 3 – a minimum total of three dedicated units available. Shift Battalion Chiefs will coordinate coverage as needed.
 - Level 2 – at least one dedicated unit in each zone. PMT will alert the designated unit of level “2” status and move the designated unit to Chandler Regional Medical Center.
 - Level 1 - one dedicated unit available in the City. PMT will post the designated unit in the area of the City that is deficient and move additional designated unit to Chandler Regional Medical Center.
 - North posting location – Fire Station #283 275 N. Ellis Road
 - South posting location – Fire Station #285 1775 W. Queen Creek Road
 - Level 0 - No dedicated units available in the City. PMT will post designated units in both zones and continue to move back-up, non-dedicated units until dedicated units return.
 - North posting location – Fire Station #283 275 N. Ellis Road
 - South posting location – Fire Station #285 1775 W. Queen Creek Road

Exhibit "D"

Chandler Fire, Health & Medical



Effective July 1, 2000
Revised February 3, 2016

Response Guidelines for Contract Ambulance



Introduction

The Chandler Fire, Health & Medical Department (CFHM) provides Emergency Medical Services to the City of Chandler, while a Contract Ambulance company supports the department with emergency transport services.

In order to further develop the positive working relationship shared by these two organizations the CFHM, EMS Division has developed this guideline. The purpose of this guideline is to provide for a safe, consistent response from the City of Chandler pre-hospital team by clearly defining what the Department expects from contracted ambulance response units.

The guideline has been designed as a quick reference. This guideline is available on the CFHM Division_EMS electronic/digital folder and will be made available to the contracted ambulance provider to distribute to those crews expected to respond within the city limits of Chandler. If the crew is unclear of the CFHM's expectations on the type of call they are currently responding to, the crew simply identifies the proper tab and opens to that page for a brief outline of the department's expectations.

CFHM realizes not all situations that encountered in the emergency setting can be outlined in this document. However, by clearly defining our expectations and disseminating those expectations to response personnel within both agencies a stronger more consistent system will result.

Procedure

Specific guidelines for seven types of calls that contract ambulances respond to within Chandler may be found following this section. While different types of calls require specific types of responses, CFHM expects the following from contract ambulance employees on all calls for service:

1. Appearance – CFHM expects all contract ambulance response personnel present themselves with a uniformed professional appearance. This includes:
 - A. A uniform that reflects that you work for the contract ambulance provider
 - B. Shirts tucked in.
 - C. If wearing a hat, the hat should be provided by the ambulance provider.
 - D. Boots should be zipped.
2. Responding - CFHM expects every emergency response should be conducted as safely and expeditiously as possible. This includes a prompt turnout time (the time it takes personnel to go enroute to the incident after notification).
3. Communications – CFHM expects ambulance personnel utilize the proper “Order Model” when conducting radio communications. At a minimum crews should be verbalizing when they are enroute, on-scene and available.
4. Patient Care – CFHM expects ambulance personnel will report to the firefighter (or “incident command” when appropriate) prior to initiating any patient contact. If the ambulance should arrive on-scene first CFHM personnel will show the same courtesy.
5. Turnaround Time – CFHM expects ambulance personnel will, as expeditiously as possible, return to the City of Chandler available for service after the transportation of a patient to the hospital.

QUICK REFERENCE SECTIONS

1. EMS call
2. EMS call - ambulance first in
3. Suicide / Behavioral
4. 962
5. Two and One Medical or greater
6. Fire
7. Hazardous Materials

Emergency Medical Call (other than 962)

1. Monitor radio traffic.
2. Announce to Phoenix Alarm you are **On-scene** over the radio, on the appropriate channel, or via MCT.
3. Report to patient location with your **GURNEY**.
4. Both ambulance crew members report to the Firefighter with the **ePCR** for assignment.
5. Don proper **PPE** prior to touching the patient.

Emergency Medical Call Ambulance First-in

1. Monitor radio traffic.
2. Announce to Phoenix Alarm you are On-scene over the radio, on the appropriate channel, or via MCT.
3. Report to the patient location with your **GURNEY, GREY BOX, AIRWAY BAG, DRUG BOX, MONITOR and SUCTION UNIT.**
4. Initiate patient care and documentation (when appropriate) with appropriate PPE.
5. Give report to CFHM personnel upon their arrival.

Possible Suicide or Behavioral Response

1. Monitor radio traffic.
2. Announce to Phoenix Alarm you are **On-scene** over the radio, on the appropriate channel, or via MCT.
3. **STAGE** in your Ambulance when instructed through PTI until requested to respond in by the CFHM crew you are onscene with.
4. Report to patient location with your **GURNEY**.
5. Both ambulance crew members report to the Firefighter with the **ePCR** for assignment.
6. Don proper **PPE** prior to touching the patient.

962

1. Monitor radio traffic.
2. Turn **SIRENS** off early.
3. Announce that you are either approaching from a direction or are **onscene** over the radio, on the appropriate channel, or via MCT.
4. Don your **Safety Vest**.
6. Unless otherwise directed **SAFELY POSITION YOUR APPARATUS SO THAT THE REAR IS PROTECTED FROM TRAFFIC FLOW.**
6. Once positioned, **STAY IN YOUR APPARATUS UNTIL YOU HAVE RECEIVED AN ASSIGNMENT DIRECTING YOU WHERE TO REPORT, FROM THE ONSCENE COMPANY OFFICER.**
7. Report to patient location with your **GURNEY, BACKBOARD, HEADBLOCK AND CERVICAL-COLLAR.**
8. Both ambulance crew members report to the Firefighter with the **ePCR** for assignment.
9. Don proper **PPE** prior to touching the patient.

Two and One Medical or Greater

1. Monitor radio traffic.
2. Turn **SIRENS** off early.
3. Announce that you are either approaching from a direction or are **onscene** over the radio, on the appropriate channel, or via MCT.
- 4 Don your **Safety Vest**.
5. Report to **STAGING** location established by the incident commander.
DO NOT GET BOXED IN!!
- 6. SAFELY POSITION YOUR APPARATUS SO THAT THE REAR IS PROTECTED FROM TRAFFIC FLOW.**
7. Once **STAGED**, remain in your apparatus until you have received an assignment from the incident commander or transportation sector (if established).
- 8. If assigned to a patient location** report with your Gurney, Backboard, Head block, and Cervical Collar.**9. If you are initially assigned to treat a Priority patient**, once enough CFHM units arrive **you will be reassigned to a patient that will be transported by ground.**

PLEASE KEEP IN MIND THAT YOU ARE NEEDED AS A TRANSPORT UNIT.

FIRE

1. Monitor radio traffic.
2. Announce that you are **On-scene** over the radio, on the appropriate channel, as soon as radio traffic permits.
3. Stage in your ambulance until you receive an assignment from the incident commander. **DO NOT GET BOXED IN!!**
4. Don your **Safety Vest**.
5. If you are assigned to **Rehabilitation (Rehab) Sector** report with your **Gurney, Grey Box, Airway Bag, Drug Box, Monitor and Suction unit**.
6. **DO NOT**, assist fire personnel with the change out of their Self Contained Breathing Apparatus (SCBA) bottles or other fire related activities.

HAZARDOUS MATERIALS

1. Monitor radio traffic.
2. Announce that you are **On-scene** over the radio, on the appropriate channel, or via MCT.
3. Stage in your ambulance until you receive an assignment from the Incident commander. **DO NOT GET BOXED IN!!**
4. Don your **Safety Vest**.
5. If you are assigned to **Rehabilitation Sector** report with your **Gurney, Grey Box, Airway Bag, Drug Box, Monitor and Suction unit**.
6. **DO NOT**, assist fire personnel with the change out of their SCBA bottles or other fire related activities.

Code 3 Transport to Hospital

Response codes for ambulances during patient transport will be established by the On-scene company officer. If the On-scene officer determines a Code 3 transport is required, the officer will make every reasonable effort to have a crewmember in the co-driver position.

In the event a rescue must change the response status from Code 2 to Code 3 while enroute to a medical facility, the senior member should make every effort to reassign available personnel to the co-driver position and rapid notification should be made to the Alarm Room.

Exhibit "E"
Ambulance Equipment List

Ambu Res-cue Hand held Suction Unit #276 000 001
Two - NAJO Backboards Customized split color with Chandler Fire Lettering #NM1070-10850 Red/White
Ferno KED Board #1E-1250
HARE Traction Splint Adult and Pediatric #SP-4440, SP-4430
S-scor Quickdraw, Non-rechargeable Suction Unit #2403
START Triage System Kit – Boundtree #681207
Braun Thermoscal Pro 4000 #566-3430
Evac-U Splint Mattress Hartwell Medical
EZ Intraosseous (IO) Drill
Philips Heartsaver MRx ALS Monitor #M3536A With SpO2, NBP, etCO@, Noninvasive Pacing, 12 lead Acquisition, Wide Printer, Data Card, Bluetooth and Lithium Ion Battery
Motorized Stretcher with expanded patient surface area
Continuous Positive Airway Pressure (CPAP) – Emergency Respiratory Product #1900-001 With Adult Mask #1900-444, Small Adult Mask #1900-222, and Medium Mask with Circuit #1900-124

Exhibit F Resupply List

E.T.TUBE/STYLETTE COMBO UNCUFFED 2.5	SUCTION CATHETER, 10FR	BULB SYRINGE
E.T.TUBE/STYLETTE COMBO UNCUFFED 3.0	SUCTION CATHETER, 12FR	1x3 BAND AID
E.T.TUBE/STYLETTE COMBO UNCUFFED 3.5	SUCTION CATHETER, 14FR	PERSONAL PROTECTION KIT
E.T.TUBE/STYLETTE COMBO UNCUFFED 4.0	SUCTION CATHETER, 16FR	AMMONIA INHALANTS
E.T.TUBE/STYLETTE COMBO UNCUFFED 4.5	SUCTION CATHETER, 18FR	INSTA-GLUCOSE
E.T.TUBE/STYLETTE COMBO UNCUFFED 5.0	SUCTION CATHETER, 5FR	STERILE WATER IRRIGATION 250ML
E.T.TUBE/STYLETTE COMBO CUFFED 6.0	SUCTION SET, DELEE, 10FR	OB KIT
E.T.TUBE/STYLETTE COMBO CUFFED 6.5	SUCTION TUBING 6' CS/50	BURN SHEET 60x96
E.T.TUBE/STYLETTE COMBO CUFFED 7.0	AMBU Res-cue Hand held Section Unit #276 00 001	TRAUMA DRESSING 10x30
E.T.TUBE/STYLETTE COMBO CUFFED 7.5	AMBU Res-cue replacement canister	PETROLATUM GAUZE 3x9
E.T.TUBE/STYLETTE COMBO CUFFED 8.0	SUCTION CANNISTER, 1200ML	TRIANGULAR BANDAGE
E.T.TUBE/STYLETTE COMBO CUFFED 8.5	REPL. CANN. RESQVAC ADULT, SOFT TIP	8x10 ABD DRESSING
E.T.TUBE/STYLETTE COMBO CUFFED 9.0	SUCTION HANDLE H-D BIG STICK	Halo Chest Seal Vented G1164
E.T.TUBE/STYLETTE COMBO CUFFED 5.5	S-scott Quickdraw Suction Canister w/Tubing & H-D Suction Tip	COLD PACK
LUBRICATING JELLY 3 GM	PROTECTIV PLUS IV CATH 14GA x 1.25	HOT PACK
LMA FASRACH 6.0 ET TUBE Single patient disposable	PROTECTIV PLUS IV CATH 16GA x 1.25	GAUZE, SPONGE 4x4 Non-sterile
LMA FASRACH 6.5 ET TUBE Single patient disposable	PROTECTIV PLUS IV CATH 18GA x 1.25	GAUZE SPONGE 4x4 Sterile
LMA FASRACH 7.0 ET TUBE Single patient disposable	PROTECTIV PLUS IV CATH 20GA x 1	GAUZE, CONFORMING, 4" Non-sterile
LMA FASRACH 7.5 ET TUBE Single patient disposable	PROTECTIV PLUS IV CATH 22GA x 1	2" COBAN
LMA FASRACH 8.0 ET TUBE Single patient disposable	PROTECTIV PLUS IV CATH 24GA x .75	TAPE, TRANSPORE 1/2"
LMA FASRACH #3 HANDLE Single patient disposable	Blood Pump needelfree (Braun) 10 Drop	TAPE, TRANSPORE 1"
LMA FASRACH #4 HANDLE Single patient disposable	Biomedix Select 3 IV Tubing	TAPE, ADHESIVE 2" Curity Standard Porous Tape
LMA FASRACH #5 HANDLE Single patient disposable	Subclavian Set 14ga x 2.75	TAPE, ADHESIVE 3" Curity Standard Porous Tape
ET TUBE HOLDER, ADULT/PEDS AMBU	3.25" 14 ga AngioCath Chest Needle	DRUG BOX SEAL
AIRWAY,NASAL 22FR 4MM	3x9 Padded ARM BOARD	BLANKET, HI-WAY POLYVINYL 60x90
AIRWAY,NASAL 24FR 5MM	IV START KIT W/VENIGARD	EMESIS, HAZ BIO-HOOP
AIRWAY,NASAL 26FR 6MM	LACTATED RINGER'S IV 1000 ML	BIO-HAZARD BAG 14.5x19
AIRWAY,NASAL 28FR 7MM	NACL .9% IV 1000 ML	BIO-HAZARD BAG 25x34
AIRWAY,NASAL 30FR 8MM	NACL .9% IV 500 ML	Gloves - Microflex Neopro EC Powder Free Chloroprene, sm
AIRWAY,NASAL 32FR 9MM	NACL .9% IV 250 ML	Gloves - Microflex Neopro EC Powder Free Chloroprene, med
AIRWAY,NASAL 34FR 10MM	NACL .9% IV 50 ML	Gloves - Microflex Neopro EC Powder Free Chloroprene, lrg
AIRWAY,NASAL 38FR 11MM	ALCOHOL PREP PADS	Gloves - Microflex Neopro EC Powder Free Chloroprene, X-lrg
AIRWAY, ORAL SZ 2 70MM (CHILD)	NEEDLE, 18x1.5	Gloves - Microflex Neopro EC Powder Free Chloroprene, XX-lrg
AIRWAY, ORAL SZ 0 50MM	NEEDLE, 23x1	Protection sleeves 18"
AIRWAY, ORAL SZ 4 40MM	NEEDLE, FILTERED 18x1.5	EXTRICATION COLLAR, ADULT AMBU
AIRWAY, ORAL SZ 6 60MM	SYRINGE, 1CC TB	PEDIATRIC COLLAR AMBU
AIRWAY, ORAL SZ 8 80MM	SYRINGE, 3CC Luer Lock	STA BLOC (HEAD IMMOBILIZER)
AIRWAY, ORAL SZ 9 90MM	SYRINGE, 5CC Luer Lock	WRIST/ANKLE RESTRAINT 36" STRAP
AIRWAY, ORAL SZ 10 100MM	SYRINGE, 10CC Luer Lock	BAIRD STRAPS
AIRWAY, ORAL SZ 11 110MM	SYRINGE, 20CC Luer Lock	SPLINT CARDBOARD 3x12
BITESTICK, PLASTIC DISP.	SYRINGE, 30CC Luer Lock	SPLINT CARDBOARD 4x18
CRIC KIT WITH TOOLS 6.5 mm	SYRINGE, 50CC Luer Lock	SPLINT CARDBOARD 5x24
BVM, ADULT with adult mask, O-Two Smart Bag	MAD Nasal Drug Delivery Device	LADDER SPLINT
BVM, Child with toddler mask, O-Two Smart Bag	GLUCOSE STRIPS, PRECISION XTRA	SAM SPLINT
Infant Mask for BVM	LANCETS, Accu-Chek Safety	Ring Cutter replacement blade
Neonate Mask for BVM	MedSource SHARPS Dart	Braun ThermoScan Pro 4000 Probe Covers
NASAL CANNULA, ADULT	2gI RECTANGULAR SHARP CONTAINER	SOF Tactical Tourmiquet, Orange
O2 MASK, ADULT, NON-REBREATHER	PENLIGHT	N95 small, Moldex
O2 MASK, PED, NON-REBREATHER	TRAUMA SHEARS	N95 medium, Moldex
O2 SUPPLY TUBING	E84-332 (Philips) DISPOSABLE BP CUFF, ADULT	N95 Large, Moldex
CPAP MASK PORT-02-VENT LG ADULT	E84-333 (Philips) DISPOSABLE BP CUFF LG ADULT	Cavacide in 24 oz Spray Bottle
CPAP MASK PORT-02-VENT MED ADULT	E84-334 (Philips) DISPOSABLE BP CUFF, PEDS	Waterless Antiseptic Hand Sanitizer
CPAP MASK PORT-02-VENT SM ADULT	E84-338 (Philips) XLG ADULT BP CUFF, DISP	EZIO needle, Peds 15mm (pink)
CPAP CIRCUIT with medium MASK PORT-02-VENT	E85-151 (Philips) MULTIFUNCTION PADS ADULT PLUS	EZIO needle, Adult 25mm (blue)
INLINE NEBULIZER	E85-152 (Philips) MULTIFUNCTION PADS, PEDS PLUS	EZIO needle, Adult 45mm (yellow)
NEBULIZER WITH 7" FLEX TUBING	E85-320 (Philips) 75mm CHEMICAL THERMAL PAPER	Medsource Spit Hood
Vent Circuits, Auto Vent 3000, w/12" Hose, Swivel End, Exhalation filter	E85-370 (Philips) FILTER LINE CO2 SET ADULT/PEDS	
King Airway #2 LTD	E85-792 M1131A (Philips) DISP. SPO2 SENSOR, ADULT/PED	
King Airway #3 LTSD	E85-793 Philip INFANT DISP SPO2 SENSOR	
King Airway #4 LTSD	FILTERLINE SET, ADULT/PED (Non-Humidified)	
King Airway #5 LTSD	ADLT NASAL FILTERLINE, NON-INTUBATE	
NG TUBE, SALEM SUMP 10FR	ELECTRODES ADULT, Ambu Blue Sensor "R" 10/pk	
NG TUBE, SALEM SUMP 14FR	ELECTRODES PEDS, Ambu Blue Sensor "SP" 10/pk	
NG TUBE, SALEM SUMP 18FR		

Exhibit "G"

CFHM/PMT Conflict Resolution Guideline
(Chain of Command Structure)

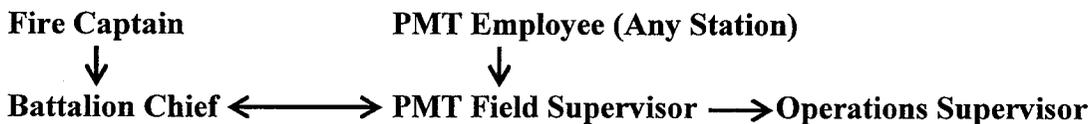
Level 1



The expectation for Level 1 conflict resolution would be to address any immediate or low-level concerns or questions. This may include questions for clarification on policies between the different organization and a better understanding of each other's expectations. We anticipate the majority of issues/concerns to be resolved at this level.

If either side feels that they are unable to resolve the issue/concern, proceed to Level 2

Level 2



The expectation for Level 2 communications would be to address any issues/concerns that were unable to be resolved at the previous level. At this level, the following communications should occur:

- Fire Captain will contact his/her on-duty Battalion Chief
- PMT Employee will contact his/her Field Supervisor who will contact the Operations Supervisor (AMR100) – (615)982-5147
- Fire Battalion Chief and PMT Operations Supervisor will work towards an acceptable resolution.
- Fire Battalion Chief will inform the EMS Battalion Chief in writing of all resolved issues.
- PMT Operations Supervisor will inform Operations Manager in writing of all resolved issues.

If either side feels that they are unable to resolve the issue/concern, proceed to Level 3

Level 3

The expectation for Level 3 conflict resolution will be to address any formal documentation at the appropriate City and/or Company level. The EMS Battalion Chief or designee and PMT Operations Manager will coordinate the process through the command staff in both organizations.

This Conflict Resolution Guideline is designed as a flow chart tool to be used in accordance to section 3.4 of the contract and does not supersede any of the intent or language in section 3.4.