

EMERGENCY AMBULANCE TRANSPORTATION AGREEMENT

THIS AGREEMENT is entered into on the ___ day of _____, 2013, by and between the NORTHWEST FIRE DISTRICT, an Arizona Fire District (“District”), and SOUTHWEST AMBULANCE OF TUCSON, INC. dba KORD’S SOUTHWEST CERTIFICATE OF NECESSITY NUMBER 54 (“Contractor”).

RECITALS

- A. Whereas, District desires to provide for the health, safety and general welfare of its residents, with respect to emergency ambulance and medical transportation services; and,
- B. Whereas, District must often request emergency ambulance transportation for members of the public; and,
- C. Whereas, District desires to have Contractor furnish such services and Contractor desires to receive any and all such requests for service; and,
- D. Whereas, District and Contractor desire to enter into this Agreement on the terms and conditions hereinafter stated; and,
- E. Whereas, Contractor is the holder of a current Certificate of Necessity Number 54 issued by the Arizona Department of Health Services (DHS) to provide emergency ambulance service within an approved service area which includes the District’s territorial jurisdiction, as set forth in Attachment E hereto.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the mutual promises, covenants, and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions.

(a) The term “ALS/BLS Ambulance,” as used in this Agreement shall mean an Ambulance which contains advanced life support and/or basic life support systems, as those terms are defined by DHS.

(b) The term “Collection Percentage,” as used in the Agreement and its attachments shall mean the amount obtained by dividing the “Net Revenue from Ambulance Runs” by “Ambulance Service Routine Operating Revenue,” listed in the most recent Ambulance Revenue and Cost Report on file with the Arizona Department of Health Services for CON # 54.

(c) The term “DHS,” as used in this Agreement shall mean the State of Arizona Department of Health Services.

(d) The term “EMS Service Area,” as used in this Agreement, shall mean all areas within the boundaries of the District within Contractor’s Certificate of Necessity service area.

(e) The term “Ambulance” as used in this Agreement, shall mean vehicles used in the transport of those receiving Emergency Medical Services (EMS). A dedicated Ambulance unit is an Ambulance dedicated exclusively to perform the services required under this Agreement.

(f) The term “Code 3 Call,” as used in this Agreement, shall mean an emergency response call in which the use of red lights and sirens are requested at the time of the initial request and red lights and sirens are used up and until arrival on the scene of an incident. All responses within the District’s EMS Response Area shall be considered Code 3 unless otherwise specified by the District’s 9-1-1 Emergency Dispatch Center or responding fire unit. A Code 3 Call shall also include a call in which the initial request by the District’s 9-1-1 Emergency Dispatch Center was for a Code 2 Call, but was upgraded by the District’s 9-1-1 Emergency Dispatch Center or responding fire unit to a Code 3 Call prior to arrival on the scene of an incident, subject to paragraph 6(g).

(g) The term “Code 2 Call,” as used in this Agreement, shall mean any of the following:

(i) An emergency response call in which the use of red lights and sirens are not requested by the District’s 9-1-1 Emergency Dispatch Center for Ambulance response to the scene of an incident.

(ii) A call in which the initial request by the District’s 9-1-1 Emergency Dispatch Center was for a Code 3 Call, but was downgraded by the District’s 9-1-1 Emergency Dispatch Center or responding fire unit to a Code 2 Call prior to arrival on the scene of an incident.

(h) The term “Cumulative Response Time” as used in this Agreement shall mean the sum-total elapsed time or turnout and response time for an emergency call.

(i) The term “Response Time” as used in this Agreement shall mean the elapsed time from enroute (wheels turning) to arrival (wheels stopped) at the dispatched location.

(j) The term “Turnout Time” as used in this Agreement shall mean the elapsed time from notification or dispatch by the District’s Emergency 9-1-1 Dispatch Center until the Contractor is enroute (wheels turning) to the incident.

2. Commencement Date. Upon completion of the following events, this Agreement shall commence on the first day of the following month (the “Commencement Date”).

(a) Final approval of this Agreement by District and execution hereof by District’s authorized agent.

(b) Final approval of this Agreement by Contractor and execution hereof by Contractor’s authorized agent.

- (c) Final approval of this Agreement by DHS.

Each of District and Contractor will use commercially reasonable efforts to obtain final approval of this Agreement by its respective governing board. District and Contractor will cooperate in obtaining the approval of this Agreement by DHS. In the event any of the foregoing events have not occurred within one hundred twenty (120) days after the date of this Agreement, then either party may terminate this Agreement by delivering written notice of termination to the other party notifying the other party of its election to terminate this Agreement in accordance with this Section 2.

Notwithstanding the Commencement Date, Contractor shall have until the later of (i) November 1, 2013 or (ii) the Commencement Date in order to implement the terms of this Agreement. Any associated fees payable by Contractor to District hereunder will commence on November 1, 2013 or earlier if Contractor begins use of any item or service set forth herein that requires payment by Contractor to District. Additionally, Contractor will work in good faith to develop and implement system enhancements following final approval of the Agreement by District.

3. Responsibilities.

(a) Primary Responsibilities. The Contractor's primary responsibilities include the following:

- (i) To insure all State, Regional, Local, and Departmental EMS policies and protocols related to clinical performance are implemented into field operations.
- (ii) To maintain current State of Arizona vehicle licenses, insurance, and registration, as well as personnel Emergency Medical Technician (EMT-B and EMT-P) certifications.
- (iii) To promote and maintain the professional reputation of the District's Emergency Medical Services (EMS) system through prompt response and follow-up to inquiries and complaints.
- (iv) To maintain an effective and congenial working relationship with District personnel at all levels of the organization, in order to ensure mutual respect and support for the common goal of excellence in-patient care.
- (v) To maintain (at Contractor's sole cost and expense) a fixed-site ambulance storage and maintenance facility and ensure the proper operating condition of vehicles, equipment, and facilities at all times. This provision includes conducting or contracting for vehicle and equipment purchase and maintenance, and furnishing all fuel, lubricants, parts, and supplies necessary to conduct ambulance service operations.

- (vi) To establish its own hospital policies, and maintain a respectful and professional working relationship with all local health care provider organizations.
- (vii) To maintain an effective and congenial working relationship with the area law enforcement agencies.

(b) Extension of Services. Services may be extended beyond the initial service area due to annexations and/or automatic or mutual aid agreements that may be added during the term of the Agreement. Contractor shall be given 30 days notice of any change to the service area in order to appropriately prepare to meet the response time requirement in the new areas. In the event any service area growth materially alters Contractor's obligations hereunder, the parties will meet in good faith and modify the Agreement as appropriate. Any such modifications to service area, including automatic or mutual aid arrangements, will be limited to the Contractor's CON service area. Additionally, any modifications to the Agreement will be submitted to DHS for review and approval.

4. Term.

(a) Original Term. The term of this Agreement shall be for five (5) years from the Commencement Date (as defined in Section 2) unless earlier terminated as provided herein.

(b) Option to Extend Term. District may, at its option, extend the term of this Agreement for four additional one (1) year periods by delivering written notice of such intention to Contractor on or before 90 calendar days prior to the expiration of the Agreement. Upon receipt of such notification, this Agreement shall automatically renew for a one (1) year term unless Contractor provides District written notice within 30 days after Contractor receives District's notice that Contractor desires to terminate the Agreement. Contractor's failure to deliver the notice described in the previous sentence will be deemed Contractor's waiver of its right to terminate this Agreement pursuant to this Section 4(b). Any extension of term shall be subject to prior approval by DHS.

5. Ambulance Service Requests. Contractor will be dispatched as the primary ambulance responder for all requests for Ambulance services in the EMS Service Area. Contractor shall be responsible for providing Ambulance transportation for all calls within the EMS Service Area when requested by District. Contractor will work with District to implement a surge capacity plan that includes move up of other ambulances not dedicated to the District upon the District's resources being depleted to level 2 or below. In the event Contractor is unable to respond to a request for service within the terms of this Agreement, Contractor will ensure that other licensed EMS service providers with a CON for the service area are dispatched. In the event another certified CON holder for this area is not available, Contractor will ensure appropriate mutual aid arrangements with licensed providers. Without limiting the foregoing, District ambulances or other licensed ambulance providers with a CON for the service area may be dispatched when extended response times, system overload or other conditions so warrant.

6. Acceptance.

(a) Contractor shall accept and respond within response time requirements of Section 6(b) to all requests for Ambulance transportation dispatched by District for incidents arising within the EMS Service Area. When District requests multiple Ambulances on a single incident, Contractor will be responsible for meeting the response time requirements of Section 6(b) for the first arriving Ambulance only.

(b) This is a performance-based contract. Acceptance by the District of the Contractor's services shall not be construed as acceptance of the Contractor's proposed level of effort. In accepting the Contractor's service, the District neither accepts nor rejects the Contractor's level of effort estimates, but rather the Contractor's achievement of clinical and response time performance standards as outlined by the Agreement.

(c) The Contractor is advised to use its own expert and professional judgment in determining the best means of meeting performance requirements. By allowing the Contractor to fully control its management methods, the District encourages innovation, efficiency, and a high level of customer satisfaction.

7. Response Time.

(a) Cumulative Response Time Calculation: For purposes of Response Time calculations and evaluation, Cumulative Response Time shall be calculated from the point in time when the District's 9-1-1 Emergency Dispatch Center notifies Contractor's Regional Communication Center of a request for service (noted as "dispatch" in CAD) to the time the Contractor's responding Ambulance notifies the District's 9-1-1 Emergency Dispatch Center and Contractor of its arrival time (wheel stopped) at the specific location to which Contractor was dispatched.

(b) Response Time: Minimum compliance is achieved when 90% or more of responses for Code 3 and Code 2 Calls meet the specified Cumulative Response Time requirement. For calls in which the response code changes during response, the 90% requirement applies, as defined in Paragraph 7(g).

(i) Code 3 Calls. To be in compliance for Code 3 Calls, the Contractor must be able to place an Ambulance on the scene of each presumptively life threatening emergency within 8 minutes 59 seconds (Cumulative Response Time) for not less than 90% of the time as measured monthly.

(ii) Code 2 Calls. To be in compliance for Code 2 Calls, the Contractor must be able to place an Ambulance on the scene of each non-life threatening emergency within 13 minutes (Cumulative Response Time) for not less than 90% of the time as measured monthly.

(c) Arrival on Scene: For all types of requests for ambulance service, the response time clock shall be stopped by Contractor's "unit arrived on scene" transmission via MDC/AVL or radio to the District's 9-1-1 Emergency Dispatch Center. Such transmission shall not be made until the ambulance actually arrives and is stopped at the specific address or location. In the instance of apartment or business complexes, such transmission shall not be made until the

ambulance actually arrives at the point closest to the specified apartment or business unit to which it can reasonably be driven.

Arrival on scene means the moment an ambulance crew notifies the District's 9-1-1 Dispatch Center that it is fully stopped at the location where the ambulance shall be parked while the crew exits to approach the patient. In situations where the ambulance has responded to a location other than the specified scene (e.g. staging areas for hazardous scenes), arrival on scene shall be the time the ambulance arrives at the designated staging location.

(d) Use of Mobile Data Computer/Automated Vehicle Locator (MDC/AVL): Contractor, at its sole cost and expense (including without limitation payment by Contractor of any applicable licensing fees), will provide its own MDC/AVL's on each dedicated Ambulance. Contractor's MDC/AVL's shall be fully compatible with the District's computer dispatch system. Contractor shall use MDC/AVL's for all status changes as required by the District's 9-1-1 Emergency Dispatch Center. Contractor must meet a 95% minimum requirement for MDC/AVL use. To be in compliance with this requirement, Contractor must use MDC/AVL's for status changes at least 95% of the time. Contractor MDC/AVL use will be evaluated monthly by the District and the Contractor reviewing CAD data to assure that MDC/AVL is being utilized on incidents for "enroute" and "on-scene" times, as well as other data that may be required.

(e) Notice of Extended /Prolonged Response Time-Code 3: Contractor shall notify District's Emergency Dispatch Center, at time of dispatch or at the earliest indication, the possibility of an extended Code 3 Cumulative Response Time greater than ten (10) minutes.

(f) Notice of Extended/Prolonged Cumulative Response Time-Code 2: Contractor shall notify District's 9-1-1 Emergency Dispatch Center, at the time of dispatch or at the earliest indication, the possibility of an extended Code 2 Cumulative Response Time greater than twenty (20) minutes.

(g) Switch in Response Type After Dispatch: If Contractor was originally requested to provide a Code 3 response but was later requested to provide a Code 2 response on a particular call, Contractor shall arrive on the scene where emergency care is required within 13 minutes from the time that Contractor was originally dispatched to provide a Code 3 response. If Contractor was originally requested to provide a Code 2 response but was later requested to provide a Code 3 response on a particular call, Contractor shall arrive on the scene where emergency care is required within the shorter of the following:

- (i) 8 minutes 59 seconds from the time that Contractor was requested to go to a Code 3 response; or
- (ii) 13 minutes from the time that Contractor was originally dispatched to provide a Code 2 response.

8. Dedicated Ambulances and Locations.

(a) Contractor shall operate a minimum of six (6) dedicated Ambulances to meet the response time standards set forth in Section 7(b). This number is consistent with historic volume

and the number of ambulance units currently serving the service area. Ambulances will be housed at District fire stations. Contractor shall provide District with a list of dedicated units and locations of such Ambulance units. This list shall be updated periodically on reasonable request by District.

(b) The Contractor and District will mutually agree upon placement and response zones for the dedicated ambulances. Contractor and District will meet regularly to modify these plans taking into consideration area growth and volume changes. Contractor will pay monthly rent to District for the housing of each dedicated Ambulance pursuant to the terms set forth in Attachment F.

(c) At all times, Contractor shall comply with sub-operation station requirements set forth in Contractor's Certificate of Necessity pursuant to the rules and regulations set forth by DHS.

(d) In the event an Ambulance is dispatched to an incident and a District paramedic provides ALS services in connection with such incident, the provisions of Attachment D will apply.

9. ALS/BLS Ambulance Requirements.

(a) BLS transportation units shall be equipped and staffed to provide medical treatments, procedures, and techniques which may be administered or performed by an Emergency Medical Technician--Basic ("EMT-B"), as defined by DHS.

(b) ALS transportation units shall be equipped and staffed to provide medical treatments, procedures, and techniques which may be administered or performed by an Emergency Medical Technician Paramedic ("EMT-P"), as defined by DHS.

10. Ambulance Specifications.

(a) All Ambulances shall be equipped, maintained, and operated in accordance with the laws of the State of Arizona and the rules and regulations of DHS. Dedicated Ambulances shall be of the modular design type VII (or as mutually approved between the Contractor and the District) and identification will include the following:

- Dedicated Ambulances shall be of similar color code as District vehicles.
- Each dedicated Ambulance shall be identified as to its call sign. (e.g. Ambulance 48 will have the designation 48 in no less than 6" letters on all 3 sides.)

(b) Contractor shall provide a list of all dedicated Ambulances used to provide service under this Agreement. This list shall include: vehicle identification number, make, model, year of manufacture, current mileage, and summary of maintenance history. This list shall be provided upon reasonable request of District during the term of the Agreement.

(c) District dedicated ambulances will be replaced within six (6) months upon reaching 300,000 miles.

11. Ambulance Maintenance. Contractor shall be responsible for all Ambulance maintenance and repair, including but not limited to, all repair, preventative maintenance, parts replacement, labor and other actions necessary to keep each Ambulance in safe and efficient operating condition. District reserves the right to review and audit maintenance reports of vehicles used to comply with this Agreement.

12. Equipment. Contractor shall be solely responsible for providing all equipment necessary for Contractor to perform under this Agreement. Medical equipment shall be current in nature and maintained in accordance with standard medical practices, the laws of the State of Arizona, and regulations of DHS. Without limiting the generality of the foregoing, Contractor shall install and maintain in each dedicated Ambulance the following equipment:

(a) VHF radios with District's radio frequencies. The system will be updated to the new 800 MHz system during the term of this Agreement and Contractor will purchase and install, at its sole cost and expense, all necessary equipment required to communicate on this system;

(b) Cellular telephones and radios capable of communicating with the appropriate medical radio channel located in the rear compartment of the Ambulance;

(c) Child restraint seating available in each dedicated Ambulance;

(d) Contractor will outfit all dedicated ALS ambulances with Stryker Powerlift Stretchers.

(e) Contractor will outfit all of its District dedicated units with MDT/AVL equipment.

13. Additional Equipment. Upon 90 days prior written notice to Contractor, District may require Contractor to add equipment, goods, or products, if such equipment, goods, or products are reasonably necessary to meet the established standard of patient care and/or to facilitate patient transfer; provided that the costs of such equipment, goods or products do not exceed \$1,000 per dedicated Ambulance per year.

14. Disposable Medical Supplies and Pharmaceuticals. Contractor shall provide appropriate disposable medical supplies on each dedicated Ambulance. District and Contractor shall mutually agree to the type and quality of disposable medical supplies. District and Contractor may amend and update the approval list of disposable medical supplies throughout the term of the Agreement. Whenever the District uses disposable medical supplies at the medical incident, and provides appropriate written documentation reflecting the treatment provided to the patient and supplies used, and the Contractor transports the patient, Contractor shall replenish such disposable medical supplies used by the District. Contractor shall also replenish pharmaceuticals with District in accordance with policies established by its Hospital Base Station. Contractor shall maintain the right to bill for all disposable medical supplies and pharmaceuticals in accordance with Arizona law. District and Contractor shall establish, by a mutually agreed upon policy, the methods used to replenish disposable medical supplies and pharmaceuticals.

15. Contractor's Communication Center / Dispatch Coordination. Contractor shall provide sufficient dispatch staff to be responsible at all times for coordinating all requests for service and disposition of Ambulances, personnel, and other resources. Contractor shall have an established dispatch training program and shall provide documentation, upon request, verifying that personnel assigned to dispatch have completed the program. Contractor shall also provide and document continuing education programs for communications personnel.
16. Contractor's Central Dispatch Center. Contractor's central dispatch center shall have sufficient communication link(s) to District's "911" Public Safety Answering Point located at District's Fire communications center. All requests for Ambulance services shall be coordinated through District's 9-1-1 Emergency Dispatch Center. Contractor's central dispatch center shall also have a back-up power system capable of allowing dispatching to continue in the event of a loss of electrical power or equipment failure at the fixed-base location.
17. Dispatch Services. Contractor agrees to coordinate and dispatch its District assigned dedicated Ambulances through District's 9-1-1 Emergency Dispatch Center, the Northwest Dispatch Consortium. Policies, procedures and operational protocols will be jointly developed and approved by Contractor. Dedicated units will be dispatched by the District's Dispatch Center. Non-Dedicated units will be dispatched initially by Contractor's Dispatch Center.
18. Radio Communications. When Contractor utilizes District's Fire Department communication system, Contractor shall be required to adhere to Federal Communications Commission (F.C.C.) rules and regulations regarding radio communications. Specific guidelines regarding direct Fire Department (Tucson Fire Department) communications on the Fire Department communication system shall be by directive from the Fire Department. District shall be the authority regarding Fire Department communication system utilization.
19. Traffic Preemption Devices. District shall cooperate with and assist Contractor in obtaining traffic preemption devices (Opticom) to enhance response time performance and to improve the safety of Contractor's personnel. Such devices shall be installed in each dedicated unit and shall be at the Contractor's expense. Orientation and training will be conducted on the traffic preemption devices with Contractor employees working in the District.
20. Mapping. District shall provide Contractor with current first due map books as requested for each dedicated unit which provide gate codes to gated communities and other details necessary to assist contractor in complying with contractual and CON response times; provided, however, that District makes no representations or warranties as to the accuracy of such maps or codes (as such information is derived from Pima County) and the District shall not be liable for any damages, claims, expenses or liabilities arising out of errors or incorrect or inaccurate mapping or gate code information delivered to Contractor.
21. Management and Supervisors. Contractor shall hire and maintain properly educated, trained, and experienced personnel to serve in Contractor's managerial and supervisory positions.
22. Attendants.

(a) Subject to the provisions of Section 22(b), Contractor shall hire, train, and supervise all medical attendants employed by Contractor, in accordance with the laws of the State of Arizona and regulations of DHS. Attendants shall be properly certified Emergency Medical Technician - Basic (EMT-B) and/or Emergency Medical Technician - Paramedic (EMT-P). Dedicated Ambulances responding to calls for service within District's Automatic Aid Contracted areas shall be staffed with personnel on a schedule that matches District's 24-hour shift schedule (3 platoon system; A, B, & C shifts). Due to workload, Contractor may staff these units with split shift multiple crews as long as the same crews are used on each shift. The personnel may be replaced with any other Contractor personnel for the purpose of covering vacations, sick leave or other temporary absences.

(b) District shall have the right to reasonably object to any staffing of Ambulances by Contractors in the event that any member of Contractor's staff performing services under this Agreement does not meet the SWA District Orientation Manual policies (copies of which have been reviewed and received by both parties and such SWA District Orientation Manual is hereby incorporated herein by reference). In the event of any such objection by District, Contractor will work in good faith to address District's concerns, including warning or corrective action to such employee, or replacement of its staff member to whom District objects with a replacement staff member who meets the requirements set forth in the SWA District Orientation Manual. In addition, Contractor will work in good faith to involve District in the review of any new hires of staff who will perform services for Contractor under this Agreement. A working group consisting of one member from each of the following groups; the IAFF 3572, the IAFF I-60, the District and Southwest Ambulance (an affiliate of Contractor), will be utilized to review new personnel assigned to perform services for the Contractor under this Agreement. Notwithstanding this provision, Contractor shall make the ultimate determination with respect to its staffing.

(c) Professional appearance standards are covered under the following: SWA appearance standards policy (A.2), the Uniforms and I.D. Badges policy (E.9) and the NWF D Grooming Standards/Wearing of Uniforms SOP (5.20). Any District officer or director has the right to request uniform corrections of Contractor assigned personnel. If the appearance issue cannot be resolved at the officer or director level, District contract administrator and Contractor contract administrator will meet to resolve any appearance issues immediately. Professional appearance standards are covered under District's Policy, copies of which have been received and reviewed by both parties and hereby incorporated herein by reference.

23. Drivers. Contractor shall hire, train, and supervise all drivers of Ambulances employed by Contractor, in accordance with the laws of the State of Arizona and regulations of DHS. Drivers shall be properly certified EMT-B or EMT-P and shall have completed a comprehensive emergency driver training program and possess an appropriate driver's license.

24. Common Medical Practice (CMP) Program. Contractor agrees to work in cooperation with District in the development and implementation of a common medical practice (CMP) program. CMP will include alignment, where possible and applicable, of patient treatment protocols, orders, skills, and equipment of both Contractor's and District's medical direction and continuing education for all ALS and BLS personnel. This will allow both entities to benefit from each other's best practices. Contractor additionally agrees to explore and develop, subject

to appropriate budgetary analysis of operating cost and applicable State and Federal law, a mechanism to assist in the funding of a CMP program. This may include the establishment of a CMP fee that is in addition to State established ambulance rates and charges. Prior to the implementation of any such fee or CMP program will be submitted for review and approval of the Arizona Department of Health Services or any other applicable State and Federal regulation. In connection with Contractor's agreement to work in cooperation with District in the development and implementation of a CMP program.

25. Solicitation of Information. Contractor and its agents and employees shall have the right to solicit information concerning any patient's accident and/or hospitalization insurance. Contractor shall not, however, make any attempt to collect any service fee, equipment fee, or other fee of any nature from the patient, the patient's relatives, or any other party until the patient has been accepted at the receiving health care facility. Contractor may solicit authorization for transport from any prepaid medical plan (e.g., AHCCCS) so long as the solicitation of such authorization does not compromise or detrimentally affect patient care.

26. Records.

(a) Contractor shall cooperate with District in District's maintenance of complete and accurate records of all requests for service and deployment of transportation resources, including time and date of the request, location of the incident identification of the response unit, arrival time of the response unit at the incident scene, and total elapsed time between dispatch and completion of transportation to the health care facility.

(b) Contractor shall maintain, for at least seven years, records regarding the personnel dispatched on each Ambulance responding under this Agreement. Contractor shall make available to District a complete and current record of all personnel employed to perform Contractor's obligations under this Agreement.

(c) Upon request by Contractor, District shall provide Contractor at the time of service either verbal, written, or electronic report of all patient care documentation reflecting the treatments rendered and supplies used for any patient transported by Contractor.

27. Reporting Requirements. Contractor shall keep and maintain at its business offices accurate and complete accounting records relating to the operation of its Ambulance service under this Agreement. District and its duly authorized representative shall have the right during the term of this Agreement, and for a period of 3 years thereafter, to inspect and audit, at reasonable times during normal business hours, such accounting records. All such accounting records shall be maintained and reported in accordance with standard accounting procedures. On an annual basis, Contractor shall provide District with an annual financial statement indicating current financial status of Contractor. Contractor shall provide a current list of dedicated field personnel. This list will include date of hire and certification level. This list shall be provided on an annual basis and an updated list shall be made available upon reasonable request of District during the term of the Agreement. Upon commencement of this Agreement as set forth in Section 2, Contractor shall provide District with a list of all management and supervisory personnel.

28. Problem Resolution. All problems and issues between District and Contractor, with reference to contract requirements or operational concerns, shall be handled promptly utilizing the Problem Resolution Procedure, Attachment A. Notwithstanding anything to the contrary set forth in Attachment A, the procedures described in Attachment A apply only to the types of problems described therein. All other non-compliance issues shall be resolved or dealt with in accordance with Section 56 of the Agreement.

29. Cost of Service.

(a) All patient charges by Contractor for services to the public under the terms of this Agreement shall be in accordance with such rates and charges as may be approved by DHS or any successor governmental entity regulating rates and charges for Ambulance services. Contractor shall notify District of any changes in the charges for services provided under this Agreement within thirty (30) days after approval. District shall not be responsible for payment of bills tendered to the individual(s) involved with the services rendered.

(b) In the event a ground Ambulance is en route to or has arrived on the scene, where Contractor did not treat or transport the patient. Contractor shall not charge District or other emergency services personnel involved with the services rendered for such response.

30. Training. Contractor agrees to make available the personnel, equipment, and Ambulances necessary to participate in all of the following.

(a) A minimum of one (1) disaster training drill per calendar year.

(b) Contractor agrees to schedule and participate in a minimum of two (2) training sessions annually. These sessions shall be attended by all assigned personnel and shall cover the integration of Fire District EMS procedures, command procedures, patient care management, and other subjects as reasonably deemed necessary by District.

(c) Orientation training in District operational procedures and patient care management for all new employees providing services hereunder.

(d) Continuing education training for all response personnel to meet DHS requirements for EMT-B or EMT-P personnel.

(e) Compliance with all current OSHA training requirements including infection control and blood borne pathogen management.

31. Emergency Standby. Contractor agrees to provide an Ambulance for emergency scene standby, at no charge to District, when a fire or police incident commander has reason to believe a life-threatening emergency situation warrants an Ambulance standby.

32. Transfer Policy. District shall advise Contractor of the status of any injured person at an emergency incident. To provide for the transfer of responsibility for the care of such person or persons, District and Contractor hereby establish and agree upon the Patient Transfer Procedures attached hereto and incorporated herein as Attachment B, specifically detailing such procedures. Transfer procedures may from time to time be amended by mutual written agreement of District

and Contractor, subject to review and approval by DHS prior to implementation. In situations that require Fire Department personnel to accompany a patient in Contractor's vehicle, Contractor agrees to return those personnel to their respective fire stations or units upon the transfer of patient care, subject to emergency system demands. The parties and their respective medical directors also hereby establish and agree upon the Paramedic Follow-up (Ride-In) Guidelines, attached hereto and incorporated as Attachment D. The patient's condition will determine the need for a District 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, Contractor shall be responsible to assure patient care during transport, and, therefore, shall make the final determination as to who may accompany the ambulance.

33. Insurance.

(a) Contractor shall carry all insurance with respect to the Ambulances and personnel engaged in the performance of Contractor's duties under this Agreement as may be required by all applicable federal, state, county, and city laws, ordinances, charters, rules, regulations and codes.

(b) Without limiting any of their obligations or liabilities, the Contractor, at its own expense, shall purchase and maintain the minimum insurance specified in Section 33 of this Agreement with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance, and with forms reasonably satisfactory to the District.

(c) Additional Insured. The insurance coverage, except Workers' Compensation and Professional Liability, required by this Agreement, shall name the District, its agents, representatives, board members, officials, employees, and officers, as Additional Insureds, and shall specify that insurance afforded the Contractor shall be primary insurance, and that any insurance coverage carried by the District or its employees shall be excess coverage, and not contributory coverage to that provided by the Contractor.

(d) Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this Agreement at the sole discretion of District.

(e) Any insurance company issuing a policy under this Agreement shall have a financial rating of B plus 10 or better in the then current edition of Best Rating Guide, or in the alternative, be approved by the District as an otherwise acceptable carrier. Contractor shall notify the District, in writing, of Contractor's default in payment of insurance premiums no less than ten (10) days prior to any cancellation of the insurance. If District so elects, District may make payment of the insurance premiums to maintain the Contractor's insurance coverage in full force and effect. In the event the District elects to pay the insurance premiums in arrears, it shall be entitled to recover any premium paid from the Contractor. This in no way shall imply the Contractor is covered by the District's insurance or self-insured retention.

34. Minimum Insurance Coverages. Contractor shall procure and maintain the following minimum insurance coverages. It is specifically noted that the insurance coverage and limits of liability required by this Agreement may be provided by a combination of primary and excess liability policies and self insurance retentions or deductibles as applicable. It is also noted that the liability insurance policies purchased on behalf of Contractor provide coverage for general Contractor operations and include, but are not exclusively limited to, this Agreement.

(a) Automobile Liability. Commercial/Business Automobile Liability insurance with coverage limits of not less than \$5,000,000, each occurrence with respect to the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services, and an overall aggregate limit of \$10,000,000.

(b) Commercial General Liability. Commercial General Liability insurance with coverage limits of not less than \$5,000,000 for each occurrence asserted and a \$10,000,000 overall aggregate limit. The policy shall include coverage for bodily injury, property damage, personal injury, products and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Agreement.

In the event the general liability insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of work or services as evidenced by annual Certificates of Insurance.

(c) Professional Liability. The Contractor providing the services required by this Agreement will maintain Professional Liability Insurance covering errors and omissions arising out of the work or services performed by the Contractor or any person employed by Contractor, with coverage limits of not less than \$5,000,000 each occurrence asserted and \$10,000,000 overall aggregate limit.

In the event the insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion of all work or services contemplated by this Agreement to be evidenced by annual Certificates of Insurance.

(d) Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as provided by the Contractor herein.

(e) Medical Malpractice. The Contractor shall carry Medical Malpractice insurance of not less than \$5,000,000 for each occurrence \$10,000,000 overall limit.

35. Indemnity by Contractor.

(a) To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless District (including District's appointed board members, agents, officers, directors, and employees, individually and collectively) from and against all claims, lawsuits or assertions of liability, caused in whole or in part by any negligent or intentional act or omission of Contractor or any of its employees or agents in the performance of its services under this Agreement.

(b) Contractor's duty to defend, indemnify and hold District harmless shall arise in connection with any claim, damage, loss or expense (including but not limited to reasonable attorney's fees, court costs, and the cost of appellate proceedings) that is attributable to personal or bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent or intentional act or omission of Contractor, anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, regardless of whether such claim, damage, loss or expense is caused in part by a party indemnified hereunder, including District.

(c) Contractor agrees to indemnify, defend and hold District harmless from and against any and all penalties and damages incurred by District as a result of Contractor's failure to obtain any permit or license required under, or to comply with, any applicable laws, ordinances or regulations in the performance of its services under this Agreement.

36. Indemnity by District.

(a) To the fullest extent permitted by law, District shall defend, indemnify, and hold harmless Contractor (including its affiliates and its and their Board of Directors, agents, officers, directors, and employees, individually and collectively) from and against all claims, lawsuits or assertions of liability, caused in whole or in part by any negligent or intentional act or omission of District or any of its employees or agents in performance of its services under the Agreement.

(b) District's duty to defend, indemnify and hold Contractor harmless shall arise in connection with any claim, damage, loss or expense (including but not limited to reasonable attorney's fees, court costs, and the cost of appellate proceedings) that is attributable to personal or bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent or intentional act or omission of District, anyone directly or indirectly employed by District or anyone for whose acts District may be liable, regardless of whether such claim, damage, loss or expense is caused in part by a party indemnified hereunder, including Contractor.

(c) District agrees to indemnify, defend and hold Contractor harmless for all penalties and damages incurred by Contractor as a result of District's failure to obtain any permit or license necessary hereunder.

37. Compliance with Law. Contractor and District shall comply with all requirements of any federal, state, county, or city laws, statutes, ordinances, charters, codes, rules, regulations, and other governmental requirements, including but not limited to Arizona statutes and regulations. No provision of this Agreement shall be construed to require either party to violate any orders or

decisions issued by the Director of DHS or any governing statute or administrative rules regarding the provision of ambulance service to the public. Contractor is advised that this Agreement is subject to cancellation pursuant to ARS § 38-511.

38. Drug Free Workplace Program. Contractor shall maintain a drug free workplace in compliance with federal law.

39. Equal Opportunity Employer. Contractor shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, religion, sex, national origin, or handicap, nor otherwise commit an unfair employment practice. Contractor will ensure that applicants are employed, and that employees are dealt with during employment, without regard to race, creed, color, age, religion, sex, national origin or handicap. Such action shall include, but not be limited to the following: hiring, upgrading, demotion, or transfer; recruitment and recruitment advertising; layoff or termination; rates of pay and other forms of compensation; and selection for training, including apprenticeship.

40. Organizational Status. This Agreement is not intended to and shall not constitute, create, give rise to, or otherwise be recognized as creating a joint venture, partnership, or any other formal business organization or association of any kind between the parties, and the rights and obligations of the parties hereunder shall be only those expressly stated in this Agreement. The parties hereby agree that no person employed by Contractor in the performance of this Agreement shall be an employee of District and further agree that no right of District's civil service, retirement, or personnel rules shall accrue to such persons. Contractor shall have the total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation insurance, unemployment compensation, other benefits and all taxes and premiums appurtenant thereto concerning any persons employed by Contractor in the performance of this Agreement, and Contractor shall indemnify and hold District harmless with respect thereto.

41. Patient Information. Contractor hereby agrees to abide by all policies, standards, and security procedures established by District and DHS relating to the release of information concerning the injured party to the extent such policies are not inconsistent with other legal requirements imposed on Contractor.

42. Contractor HIPAA Reporting Requirements: District agrees to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996, related regulations, as amended ("HIPAA") in the event District receives patient records or information (Protected Health Information as defined by HIPAA). In particular, District agrees to comply with the provisions set forth in Attachment C regarding such Protected Health Information. The District's obligations under this sub-part shall survive the expiration or termination of this Agreement regardless of the reason for such termination.

43. Continuation During Disputes. Contractor hereby agrees that, notwithstanding the existence of any dispute between the parties or any other provisions of this Agreement, it shall continue to perform the obligations imposed on it under this Agreement during the continuation of any such dispute unless enjoined or prohibited by any court of competent jurisdiction or by order or decision issued by the Director of DHS.

44. Termination Upon Notice.

(a) For two (2) years following the Commencement Date, either party may terminate this Agreement for cause only (for cause being in the event of a breach by a party that allows the non-breaching party to pursue its remedies against the breaching party) in which case such termination shall be effective 90 days after the date of such notice.

(b) After the second anniversary of the term of this Agreement, either party may terminate this Agreement for any reason, at any time, upon 90 days written notice. Such termination shall be effective 90 days after the date of such notice.

(c) No termination upon notice shall constitute a waiver of any rights granted under this Agreement, or at law or in equity, for any default under this Agreement.

45. Attorneys' Fees. In the event of any litigation or other proceeding concerning this Agreement, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees.

46. Controlling Law; Venue. This Agreement shall be construed in accordance with and shall be controlled by the laws of the State of Arizona. Venue for any dispute arising under this Agreement shall be in the Superior Court, Pima County, Arizona.

47. Exclusive Ambulance Operator. District acknowledges and agrees that the terms of this Agreement shall create an exclusive relationship between District and Contractor for the providing by Contractor of ambulance transportation services within the boundaries of the District. During the term of this Agreement, and as a material inducement for Contractor entering into this Agreement, District agrees and covenants that it will not enter into any other agreement with another ambulance service provider to provide the services of Contractor as set forth in this Agreement.

48. Severability. If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

49. Non-Disparagement. District and Contractor agree that neither it, nor anyone acting on its behalf, nor anyone acting with the support or encouragement of either party, shall make any derogatory or disparaging statements about either party, or any of their respective officers, directors, employees, agents, or the business or any of the products or services of any of the foregoing, or directly or indirectly take any action which is intended to have such effect, without first having attempted in good faith to resolve any differences and/or disputes with Contractor, both informally and through the Problem Resolution Procedure specified herein. Notwithstanding the foregoing, nothing herein is intended to prevent or prohibit reporting to any regulatory authority, as may be required by law.

50. Compliance with 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 Agreement shall be subject to the amendments of the Anti-Kickback Statute or any of its applicable regulations. In the event any applicable provisions of the Anti-Kickback Statutes or its regulations invalidate, or are otherwise inconsistent with the terms of this Agreement, 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 Agreement to the greatest extent possible consistent with the requirements of the Statute and its applicable regulations.

51. Compliance with Applicable Law. The parties enter into this Agreement with the intent of conducting a relationship in full compliance with all Applicable Law, including the Medicare/Medicaid Anti-Fraud and Abuse Amendments (42 U.S.C. § 1320a-7b) of the Social Security Act), as amended, and all tax regulations. Notwithstanding any unanticipated effect of any of the provisions herein, neither party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of the Medicare and Medicaid fraud and abuse provisions. “Applicable Law” shall include all federal, state, local law, statutes, regulations, codes, ordinances, rules and/or Executive Orders, as amended, applicable to the services and/or obligations of the parties hereunder.

52. Compliance with Immigration Laws. As mandated by Arizona Revised Statutes [“A.R.S.”] § 41-4401, the District is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with A.R.S. § 23-214(A). The District must also ensure that every contractor and subcontractor complies with federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). Therefore, in signing or performing any contract (including this Agreement and all related agreements) for the District, the Contractor fully understands that:

(a) It warrants that both it and any subcontractors it may use comply with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A);

(b) A breach of the warranty described in subsection (i), shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement ; and

(c) The District or its designee retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the Agreement to ensure that the contractor or subcontractor is complying with the warranty under subsection (i).

53. Scrutinized Business Operations; ADA. No assignment of this Agreement or subcontract shall be made by the Contractor with any other party for furnishing any of the services herein contracted for without the advance written consent of the District. All subcontracts shall comply with Federal and State laws and regulations, which are applicable to the services, covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used. The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

54. Independent Contractor.

(a) This Agreement is not intended to and shall not constitute, create, give rise to, or otherwise be recognized as creating a joint venture, partnership, or any other formal business organization or association of any kind between the parties, and the rights and obligations of the parties hereunder shall be only those expressly stated in this Agreement. The parties hereby agree that no person employed by Contractor in the performance of this Agreement shall be an employee of District and further agree that no right of District's civil service, retirement, or personnel rules shall accrue to such persons. Contractor shall have the total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation insurance, unemployment compensation, other benefits and all taxes and premiums appurtenant thereto concerning any persons employed by Contractor in the performance of this Agreement, and Contractor shall indemnify and hold District harmless with respect thereto.

(b) The Contractor is advised that taxes or social security payments shall not be withheld from any District payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

(c) The District will not provide any insurance coverage to the Contractor including Worker's Compensation coverage.

55. Breach; Remedies.

(a) Contractor Breach. Any of the following acts or omissions constitute a breach by the Contractor:

- (i) Revocation, termination, or surrender of the Contractor's Certificate of Necessity.
- (ii) Revocation, termination, or surrender, of insurance (including Worker's compensation and occupational disease) required by law, and as required by ARS Chapter 21.1, Article 2, Section 36-2237, and Arizona Administrative Code Title 9, Chapter 25, Article 9, Section R9-25-909.
- (iii) Initiation of any proceedings by or against the Contractor under Chapter 7, U.S. Bankruptcy Code (Title 11, U.S.C.).
- (iv) The filing by the Contractor of a petition for relief from creditors under Chapter 11, Bankruptcy Code (Title 11, U.S.C.).
- (v) Failure to comply with reasonable requests for response to any allegation of failure to maintain standards of personnel or equipment, brought by the ADHS/BEMS.
- (vi) Willful falsification of data supplied to the District during the course of operations, including but not limited to, dispatch, patient report, response time and financial data, or willful downgrading of calls triaged to enhance the Contractor's performance.

- (vii) The failure by Contractor to comply with or meet any material term, condition, duty or obligation set forth herein, following a thirty (30) day period in which to cure such default.

(b) Remedies. In the event of any breach by Contractor of this Agreement, District shall be entitled to seek any of the following remedies in addition to all other remedies available at law and/or equity:

- (i) Terminate this Agreement.
- (ii) Assess the monetary penalties against Contractor as set forth in subsection (c) below.

Contractor hereby agrees that, notwithstanding the existence of any dispute between the parties or any other provisions of this Agreement, it shall continue to perform the obligations imposed on it under this Agreement during the continuation of any such dispute unless enjoined or prohibited by any court of competent jurisdiction or by order or decision issued by the Director of DHS.

(c) Penalties. Contractor non-compliance with response times and other conditions of the Agreement shall result in the assessment by District of the following monetary penalties, subject to subsection (d) below:

- (i) A \$1300 penalty shall be assessed for non-compliance of the Code 3 response standard. This penalty shall be levied for each one-half (½) percent below the 90% Minimum Compliance Threshold. For example, if compliance in a given month were determined to be 8:59 minutes or less for 89.0% of the Code 3 calls, the penalty would be \$2600 for that month.
- (ii) A \$1300 penalty shall be assessed for non-compliance of the Code 2 response standard. This penalty shall be levied for each one-half (½) percent below the 90% Minimum Compliance Threshold. For example, if compliance in a given month were determined to be 13 minutes or less for 89.0% of the Code 2 calls, the penalty would be \$2600 for that month.
- (iii) A \$650 penalty shall be assessed for any response time in excess of 35 minutes, unless acknowledged and authorized by a District Chief Officer, given the particular circumstances of an emergency.
- (iv) A \$650 penalty shall be assessed for any situation when the Contractor fails, upon notification, to respond to an ambulance call.
- (v) A \$650 penalty shall be assessed for failure of the Contractor to provide a fully operational vehicle, including adequate equipment and supplies, necessary to complete the reasonable transfer and continuation of patient care. The statutes, rules, and regulations of ADHS/BEMS, along with the equipment described in Section II. B.1. b. and c. shall be considered as the standard.

- (vi) A \$650 penalty shall be assessed for four (4) or more unsolicited, substantiated complaints from non-District personnel of unreasonable or unbecoming conduct in the treatment of persons at the scene, during transport, or upon delivery to an emergency care facility in any 90-day period. Contractor shall be notified of all complaints and shall respond in writing within (5) days upon receipt of the notice.
- (vii) A \$650 penalty shall be assessed for two (2) or more failures to comply with Sections 12 and 13, Scope of Services within any 90-day period.

(d) Exceptions. Contractor shall maintain the ability for backup capacity, in order to rapidly provide ambulance units during periods of high demands or temporary system overload. However, it is understood that from time to time unusual factors beyond Contractor's reasonable control may affect the achievement of the specified Response Time requirements set forth in Section 7 of this Agreement. Unusual factors are limited to unusually severe weather conditions, declared disasters or mass casualty events, as well as District dispatch errors not caused by Contractor. If Contractor feels in good faith that any response or group of responses should be excluded from the calculation of the response time standards due to such unusual factors, Contractor may request an exception. Such requests must be submitted in writing and received by the District within five business days of the end of each month.

56. Dispute Resolution. Except to the extent expressly provided below, any dispute, impasse or inability to resolve a conflict or claim between Contractor and District (a "Dispute") shall, upon the request of either party, be determined by binding arbitration in accordance with the Federal Arbitration Act, Title 9, United States Code (or if not applicable, the applicable state law), the then-current rules for arbitration of commercial contract disputes of AAA and the "Special Rules" set forth below. In the event of any inconsistency, the Special Rules shall control. The filing of a court action is not intended to constitute a waiver of the right of Contractor or District, as applicable, including the suing party, thereafter to require submittal of the Dispute to arbitration. Contractor or District may bring an action, including a summary or expedited proceeding, to compel arbitration of any Dispute in any court having jurisdiction over such action.

(a) Special Rules.

- (i) The arbitration shall be conducted in Pima County, Arizona.
- (ii) The arbitration shall be administered by AAA, who will appoint a single arbitrator. If AAA is unwilling or unable to administer the arbitration, or if AAA is unwilling or unable to enforce or legally precluded from enforcing any and all provisions of this Dispute Resolution Section, then Contractor or District, as applicable, may substitute another arbitration organization that has similar procedures to AAA and that will observe and enforce any and all provisions of this Dispute Resolution Section. All Disputes shall be determined by one arbitrator; however, if the amount in controversy in a Dispute exceeds Five Million Dollars (\$5,000,000), upon the request of any party, the Dispute shall be decided by three arbitrators

(for purposes of this Agreement, referred to collectively as the "arbitrator").

- (iii) All arbitration hearings will be commenced within ninety (90) days of the written demand for arbitration and completed within ninety (90) days from the date of commencement; provided, however, that upon a showing of good cause, the arbitrator shall be permitted to extend the commencement of such hearing for up to an additional sixty (60) days.
- (iv) The judgment and the award, if any, of the arbitrator shall be issued within thirty (30) days of the close of the hearing. The arbitrator shall provide a concise written statement setting forth the reasons for the judgment and for the award, if any. The arbitration award, if any, may be submitted to any court having jurisdiction to be confirmed and enforced, and such confirmation and enforcement shall not be subject to arbitration.
- (v) The arbitrator will give effect to statutes of limitations and any waivers thereof in determining the disposition of any Dispute and may dismiss one or more claims in the arbitration on the basis that such claim or claims is or are barred. For purposes of the application of the statute of limitations, the service on AAA under applicable AAA rules of a notice of Dispute is the equivalent of the filing of a lawsuit.
- (vi) Any dispute concerning this arbitration provision, including any such dispute as to the validity or enforceability of this provision, or whether a Dispute is arbitrable, shall be determined by the arbitrator; provided, however, that the arbitrator shall not be permitted to vary the express provisions of these Special Rules or the Reservations of Rights in subsection (c) below.
- (vii) The arbitrator shall have the power to award legal fees and costs pursuant to the terms of this Agreement.
- (viii) The arbitration will take place on an individual basis without reference to, resort to, or consideration of any form of class or class action.

(b) Nothing in this Agreement shall be deemed to limit the applicability of any otherwise applicable statutes of limitation and any waivers contained in this Agreement.

(c) If there is any conflict between the terms, conditions and provisions of this Section and those of any other provision or agreement for arbitration or dispute resolution, the terms, conditions and provisions of this Section shall prevail as to any Dispute arising out of or relating to this Agreement. In any other situation, if the resolution of a given Dispute is specifically governed by another provision or agreement for arbitration or dispute resolution, the other provision or agreement shall prevail with respect to said Dispute.

(d) By agreeing to this Section, the parties irrevocably and voluntarily waive any right they may have to a trial by jury in respect of any Dispute.

57. Third Party Monitoring. During the term of this Agreement, District and Contractor agree that Contractor will utilize its current third party monitoring system as an independent contractor to monitor Contractor's response time compliance under this Agreement along with providing additional administrative oversight services related to this Agreement. Accordingly, Contractor will utilize its existing license with its third party monitoring provider for such performance monitoring services under this Agreement. Contractor will be responsible for any fees associated with its license.

58. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in this Agreement. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are superseded by and merged in this Agreement. No supplement, modification or amendment of this Agreement will be binding unless in writing and executed by Contractor and District. Any amendment to this Agreement shall be subject to prior approval by DHS.

59. Incorporation. All attachments to this Agreement are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have signed.

Northwest Fire/Rescue District

By: _____
Title: Chairman of the Board

By: _____
Title: Clerk of the Board

Signature: _____

Signature: _____

Date: _____

Date: _____

Southwest Ambulance of Tucson, Inc., dba Kord's Southwest Certificate of Necessity #54

By: _____
Title: _____

Signature: _____

Date: _____

Problem Resolution Procedure

Objective

1. To provide District and Contractor with a means to identify and resolve issues as they arise.
2. To institute a workable procedure for resolving issues which are not resolved on the individual basis.

Introduction

The majority of issues arising from disagreements in patient management with the ambulance provider can and should be dealt with on an individual basis with those individuals directly involved in the issue. A philosophy of fairness to all parties and thoroughness of investigation of all facts must be applied in all cases.

Some issues may not lend themselves to determination between the involved individuals and may require a progressive process involving management for ultimate resolution. The following paragraphs outline the steps for problem clearance.

Step 1

Upon identification of a situation requiring application of this problem clearance procedure, those individuals directly involved should attempt to resolve the issue immediately on a private one-on-one basis. If a resolution is mutually agreed upon, this procedure need not be carried further. Should either party involved in the issue prefer not to attempt resolution, if repeated cases occur, or if at any time the discussion on the matter becomes unproductive, attempts for initial resolution should be halted and Step 2 of this procedure applied.

Step 2

If initial resolution via a one-on-one basis for whatever reason is not possible, parties involved in the issue should present their concerns in writing with available facts to their agency's designated representative who can work to resolve the issue. These representatives from each agency should then interview the individuals from their agency directly involved in the issue to determine all facts. This should be done separately within 14 calendar days following written notification of the incident at issue. After the facts are gathered from the person being interviewed, the representatives from each agency should meet in a timely manner and discuss the issue. If the facts confirm that the situation requiring correction did occur, justifying the assembly of all parties to resolve the matter, then such a meeting shall be scheduled. If however, the matter can be resolved between the agency representatives, then the assembly of parties involved is not necessary.

If a need to assemble the parties involved persists, this should be done as soon as possible following the actual incident. The meeting shall involve only those parties directly involved in the incident and shall be held in private.

The objective of meeting should be to resolve this issue so that it does not recur. Resolutions may address related areas of training, policy revision and/or policy development, etc.

Step 3

Those issues not resolved through Steps 1 or 2 of this procedure shall be submitted in writing to each agency's contract administrator. Issues of this magnitude may include, but are not limited to, problems with contracted service, failure to comply with contract, or timely corrective action of situations discussed in Steps 1 and 2. Situations of this significance will be forwarded to each agency's contract administrator.

The Designated administrator from each party may be permitted access to documentation and other investigative materials from previous attempts for resolution. Once adequate information and/or evidence on the matter is prepared, a meeting with those parties directly involved must be held in private. Following a thorough investigation and at the conclusion of the meeting, the parties shall attempt a mutually agreed upon resolution. If an agreement is not reached, the fire chief shall determine a resolution. The fire chief shall have the authority in determining such resolution to require any corrective action, within reason. Such resolution shall be delivered to Contractor in writing and shall include the timelines under which any corrective action shall occur within reason.

Types of Problems

- Conflicts in the field (medical & other)
- Non-Compliance with designated care guidelines
- Destination concerns (wrong one, wrong type)
- Mode of transport (air, ground, police, POV)
- Dispatch of resources (wrong one, wrong type)
- Penalties

In the event such Problem Resolution Procedure fails to resolve any problem or dispute between the parties, either party may invoke the Dispute Resolution procedure set forth in Section 56 of the Agreement.

Patient Transfer Procedures

It is the policy of Northwest Fire District to provide the highest quality and most efficient medical services to all injured or ill patients within its territorial boundaries. It shall be the responsibility of all agencies providing patient care to cooperate and assist in treatment and transportation requirements. In order to facilitate the most effective transfer of patient care from the Fire District to the Contractor for patient transportation and/or treatment, the following transfer procedures have been adopted:

- Upon Ambulance arrival at the scene of a medical emergency where patient care is being provided by Fire District personnel, the Ambulance crew shall report to the Command Officer of the scene for possible assignments to assist in any additional care. Ambulance personnel shall avoid duplicating any patient assessment or treatment already completed and shall work under the direction of the Officer in Command of the incident.
- When the Ambulance has arrived on the scene of an EMS incident prior to the arrival of a Fire District unit, the officer in charge of the subsequently arriving Fire District unit will seek out the Ambulance attendant in charge for a report on patient care that has already been provided. Following this report, the Fire District officer shall assume Command of the incident/patient.
- Fire District paramedic personnel shall remain in charge of all patient care until it is specifically relinquished to ambulance personnel through verbal or written transfer. The following information will be communicated during transfer:
 - patient chief complaint
 - all pertinent negative/positive physician findings and patient's current condition
 - all patient treatment done up to the time of transfer,
 - name and location of base station physician consulted and orders received (if applicable), and;
 - patient destination
- In accordance with the Paramedic Follow-up (Ride-in) Guidelines, attached hereto as Attachment D, when the Fire District paramedic accompanies the patient to the hospital, the Fire District paramedic shall remain in charge of patient care until such time as an appropriate transfer of care occurs at the designated receiving facility.
- The patient's condition will determine the need for a District 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, Contractor shall be responsible to assure patient care during transport, and, therefore, shall make the final determination as to who may accompany the ambulance.
- All loading of patients into the Ambulance will be the responsibility of ambulance company personnel. Fire District personnel will assist in the loading of the patient upon request of the ambulance company personnel.

- Contractor is responsible for ambulance transportation services; as such, Contractor shall make the final determination as to who additionally may accompany the ambulance.
- The base station hospital or receiving facility will be the final authority regarding patient care determination once online contact has been made. Online contact with the base station hospital or receiving facility shall be used to mitigate any disagreements that arise between providers, specific to care being provided to a patient.

Any modification to these Procedures must be reviewed and approved by ADHS prior to implementation.

HIPAA Reporting Requirements

1. **Background.** Contractor is governed by broad and extensive privacy and security laws and regulations regarding patient information, and its disclosure to anyone not specifically permitted is strictly prohibited by law. Under the Health Insurance Portability and Accountability Act of 1996, its related regulations, as amended (“HIPAA”) and related laws and regulations, Contractor is required to affirmatively and proactively protect any kind of disclosure of patient information (e.g., patient care records, CAD records, Rural/Metro dispatch communications involving patient information, etc.) that is defined as Protected Health Information (“PHI”) and/or electronic Protected Health Information (“e-PHI”) under HIPAA, and to request certain assurances from its business associates of their compliance with the law. Contractor provides emergency and non emergency medical transportation, fire protection and other related services to the communities it serves. Patient information is exchanged between Contractor and District pursuant to the parties’ relationship. When PHI/e-PHI is provided to the District by Contractor in the course of the parties’ relationship, PHI/e-PHI must be handled in accordance with this Attachment C pursuant to HIPAA. For purposes of this Attachment C, District may be referred to as “Business Associate”

2. **Definitions.** Terms used, but not otherwise defined, in this Attachment C shall have the same meaning as those terms in 45 CFR Sections 160.103 and 164.501.

3. **Obligations and Activities of Business Associate.** In conformity therewith, the Business Associate agrees that it will:

(a) Not use or further disclose PHI/e-PHI except as permitted under the Agreement or required by law.

(b) Use appropriate safeguards to prevent use or disclosure of PHI/e-PHI except as permitted by the Agreement.

(c) To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI/e-PHI by Business Associate in violation of this Agreement.

(d) Implement administrative, physical and technical safeguards that reasonably and appropriately protects the confidentiality, integrity and availability of all PHI/e-PHI that it creates, receives, maintains or transmits on behalf of Contractor.

(e) Report to Contractor any use or disclosure of PHI/e-PHI not provided for by this Agreement of which Business Associate becomes aware.

(f) Alert Contractor of any security incident (as defined by the HIPAA Security Rule) of which it becomes aware, and the steps it has taken to mitigate any potential security compromise that may have occurred, and provide a report to Contractor of any loss of data or other information system compromise as a result of the incident.

(g) Ensure that any agents or subcontractors to whom Business Associate provides PHI/e-PHI, or who have access to PHI/e-PHI, or who the Business Associate receives PHI/e-PHI from, agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI/e-PHI;

(h) Ensure that any agent, including a subcontractor, to whom to it provides PHI/e-PHI that was created, received, maintained or transmitted on behalf of Contractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, security, and integrity of PHI/e-PHI.

(i) Make PHI/e-PHI available to Contractor and to the individual who has a right of access as required under HIPAA within thirty (30) days of the request by Contractor regarding the individual;

(j) Incorporate any amendments or changes to PHI/e-PHI and/or to this Agreement when directed by Contractor;

(k) Provide an accounting of all uses or disclosures of PHI/e-PHI made by Business Associate as required under the HIPAA privacy rule within sixty (60) days when requested; and

(l) Make its internal practices, books and records relating to the use and disclosure of PHI/e-PHI available to Contractor or Secretary of the Department of Health and Human Services for purposes of determining Business Associate's and Contractor's compliance with HIPAA and or otherwise required by law.

4. **Permitted Uses and Disclosures by Business Associates.** The specific uses and disclosures of PHI/e-PHI that may be made by Business Associate on behalf of Contractor include:

(a) To perform functions, activities, or services for, or on behalf of, Contractor as specified in the Agreement and in compliance with the HIPAA Privacy and/or Security Rules;

(b) For the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate;

(c) As required by law;

(d) Other uses or disclosures of PHI/e PHI as permitted by the HIPAA Privacy and Security Rules.

5. **Termination.**

(a) Notwithstanding any other agreement(s), this Agreement may be terminated by Contractor, in its sole discretion, if Contractor determines that Business Associate has violated a term or provision of this Attachment, or if Business Associate engages in conduct

which would, if committed by Contractor, result in violation of the HIPAA Privacy or Security Rules.

(b) At the termination of this Agreement, Business Associate agrees to return and/or destroy all PHI/e-PHI received from, or created, or received by Business Associate on behalf of Contractor, and if return is infeasible, the protections and requirements of this Attachment will survive such termination and extend to such PHI/e-PHI.

(c) Business Associate authorizes termination of this Agreement if Contractor reasonably determines that Business Associate has violated a material term of this Attachment.

Paramedic Follow-Up (Ride-In) Guidelines

PURPOSE

The purpose of this document is to provide guidance in recognizing patient care situations that may require follow-up with a patient by an ALS Provider.

GUIDELINES

This document was developed after careful consideration of the following:

1. The patient's chief complaint and condition.
 2. Patient situations that may require the presence of two ALS personnel during transport to a receiving facility.
 3. Ensuring the availability of qualified providers and sufficient apparatus to the residents, businesses, and visitors of the region.
 4. Location of receiving facilities.
 5. Ambulance staffing requirements.
- Each Agency shall establish a quality management (QM) Committee. This QM recognizes that it is ultimately the decision of the ALS members caring for our patients that will determine whether or not it is necessary to accompany the patient (and ambulance paramedic) to a receiving facility. The Committee also recognizes that the decision to accompany a patient should be guided by the patient's presentation including assessment of the patient's mental status, vital signs (including SpO2), lung sounds, skin condition, cardiac rhythm, medical history, and medications.
 - An ALS provider is required to follow-up with the patient to the receiving facility in the following situations:
 - A controlled substance used by ALS providers may not be transferred to a different agency or air ambulance providers.
 - Each Agency shall establish their own EMS QM Committee which will regularly monitor compliance with this policy.
 - If an ALS member chooses not to follow-up with the patient in any of the following situations, the member's rationale for that decision must be supported in his or her documentation.
 - Recognizing that it is impossible to produce a comprehensive list of all possible patient situations, the following are provided as examples of situations that may involve an unstable patient:
 - Rapid sequence intubation (RSI)
 - Cardiac Arrest requiring transport
 - Continuous IV medication infusion established (i.e. lidocaine, dopamine, etc)
 - STEMI's
 - Critical pediatrics

- Critical airways
- Eclampsia
- Electrical therapy used (i.e. synchronized cardioversion, TCP, defibrillation)
- Imminent delivery
- Seizures
- Adult: active seizures or status epilepticus
- Pediatric: first-time seizure, active seizure, unstable febrile seizure, or status epilepticus)
- Trauma (all immediate by injury) patients
- Vaginal bleeding in pregnant patient with fetus of viable age (24 weeks)
- Patients receiving CPAP therapy
- Stroke or CVA patients

These Paramedic Follow-Up (Ride-In) Guidelines are agreed upon and approved by the parties' authorized representatives below:

Contractor

District

 Name: _____
 Title: Medical Director
 Date: _____

 Name: _____
 Title: Medical Director
 Date: _____

Map of Service Area

AMBULANCE HOUSING AGREEMENT

RECITALS

- A. Contractor will provide six (6) twenty-four hour dedicated ALS units where District and Contractor deem most appropriate to cover the District's area. All such placement shall conform to Arizona Department of Health Services laws, rules and regulations. The six (6) dedicated ALS units shall be housed in District stations. In exchange for housing the units in District stations, Contractor agrees to pay District a certain sum per month based on the terms and conditions set forth below.

AGREEMENT

1. Payment. Contractor shall pay District the sum of \$1,500.00 per dedicated Ambulance unit housed at District stations per month payable in advance on the first day of each month. In year two and subsequent years, rent will increase 5% annually on the base amount of \$1500.00. Payment will be delivered to Northwest Fire/Rescue District, 5225 West Massingale Road, Tucson, Arizona 85743.
2. Facilities. District agrees to provide housing and sleeping quarters for the units dedicated to providing service to District. District shall not be responsible for the safekeeping, theft or damage of, or to the property of Contractor or Contractor's personnel. Contractor shall be responsible to provide any equipment or supplies needed for the housing of units and crews including, but not limited to, furniture, equipment, or any other items needed to comply with this Agreement.
3. Staffing. Contractor's supervisory personnel shall be and have final supervisory authority over Contractor's staff. However, only for those duties and responsibilities that fall under the scope of those daily activities while in District stations, District's station's supervisory personnel shall be designated by proxy as supervisors for the day-to-day station activity of Contractor's personnel.
4. Changes in Units and/or Stations. Any change in the number of units or the location of units shall be upon mutual agreement of both parties. Any changes in the number of units housed at District stations shall affect the rate of compensation.
5. Written Changes. Upon renewal of the Agreement, the parties will evaluate the consideration paid for housing at District stations. The amount may be subject to change at any time during the term of this Agreement, or any renewal term, upon mutual agreement of both parties, in writing and review and approval by the Arizona Department of Health Services.

IN WITNESS WHEREOF, the parties hereto have signed.

Northwest Fire/Rescue District

By:
Title: Chairman of the Board

By:
Title: Clerk of the Board

Signature: _____

Signature: _____

Date: _____

Date: _____

**Southwest Ambulance of Tucson, Inc., dba Kord's Southwest
Certificate of Necessity #54**

By: Mic _____
Title: _____

Signature: _____

Date: _____

ADVANCED LIFE SUPPORT LABOR SERVICES AGREEMENT

RECITALS

- A. Whereas, Contractor provides and renders emergency ambulance and medical transportation services to District by means of an Emergency Ambulance Transportation Agreement and under the authority of its Certificate of Necessity with the Arizona Department of Health Services (DHS); and
- B. Whereas, District desires to provide Contractor with Advanced Life Support Labor Services (ALS Services) from time to time, as needed; and
- C. Whereas, District desire to have Contract reimburse District for such ALS Services.

AGREEMENT

1. Definitions.

(a) “Advanced Life Support” or “ALS” means those medical treatments, procedures (including assessment), and techniques which may be administered or performed by ALS personnel established pursuant to A.R.S. § 36-2205.

(b) “Emergency Paramedic” or “Paramedic” means a person who has been trained as an emergency paramedic training program and who is certified by the Director to render ALS pursuant to A.R.S. 36-2205 and Article 6 of Chapter 25 of Title 9 of the Arizona Administrative Code.

(c) The term “Collection Percentage,” as used in this Attachment shall mean the amount obtained by dividing the “Net Revenue From Ambulance Runs” by “Ambulance Service Routine Operating Revenue,” listed in the most recent Ambulance Revenue and Cost Report on file with the Arizona Department of Health Services for CON # 54.

(d) “DHS”, as used in this Attachment shall mean the State of Arizona Department of Health Services.

(e) “Director” means the Director of Arizona Department of Health Services.

2. Provision of ALS Services. As part of District’s provision of fire and rescue services and of Contractor’s provision of ambulance transportation services, there are instances where, as determined by District’s ALS medical authority at the scene and/or in conjunction with District’s base station physician, a patient requires ALS Services involving on-site emergency medical care and the administration of initial care and preliminary treatment procedures by District’s certified Paramedics. District reserves the right, in the sole discretion of the medical authority at the

scene in conjunction with District's base station physician, to provide ALS Services to the patient utilizing District's own Paramedics.

3. Billing and Collection. In those instances where Contractor provides transportation of a patient to whom District's Paramedics render ALS Services during transportation and provides appropriate written documentation reflecting the treatment provided to the patient and supplies used, Contractor shall bill for the ALS Services provided to the patient by District's Paramedics. The billing shall be equal to the difference between the ALS base rate and other rates, fares, and charges permitted and authorized by law and/or the Arizona Department of Health Services and the BLS base rate permitted and authorized by law and/or the Arizona Department of Health Services. Contractor shall provide collection services and continue collection efforts for a period of 365 days from the date of service. In order to maximize the potential ALS collections, ALS Services must be appropriately documented by District Paramedic personnel in accordance with standards established by Contractor and required by third part payors, including Medicare. District shall cooperate with Contractor in providing appropriate reimbursement documentation training to District Paramedics.

4. Compensation.

Contractor agrees to pay District the difference between the then in effect ADHS approved ALS rate and the BLS rate, multiplied by the Collection Percentage for each ambulance transport for which District provides ALS Services during transport under the provisions of this Agreement.

a. Contractor shall reimburse the District for ALS Services when the District paramedic provides patient care during transportation on critical patients. Critical patients include, but are not limited to:

- * Rapid sequence intubation (RSI)
- * Cardiac Arrest requiring transport
- * Continuous IV medication infusion established (i.e. lidocaine, dopamine etc)
- * STEMI's
- * Critical pediatrics
- * Critical airways
- * Eclampsia
- * Electrical therapy used (i.e. synchronized cardioversion, TCP, defibrillation)
- * Imminent delivery
- * Seizures
 - Adult: active seizure or status epilepticus
 - Pediatric: first-time seizure, active seizure, unstable febrile seizure, or status epilepticus)
- * Traumas (all immediate by injury) patients
- * Vaginal bleeding in pregnant patient with fetus of viable age (24 weeks)
- * Request of ambulance paramedic
- * Patients receiving CPAP therapy
- * Stroke or CVA patients

5. Payment to District. Contractor shall provide payment to District within 60 days of receipt of District's invoice. Invoice shall include all records as defined in Section 8(d) of this Attachment. All payments for ALS Services to District for ALS Services provided by District Paramedic cease upon expiration of the Agreement, except for services rendered for Contractor before expiration.

6. Qualification of the Parties' Employees. The parties' employees shall at all times be properly certified by the Director and in accordance with the laws of the State of Arizona and the Rules and Regulations of the Arizona Department of Health Services. No personnel of either party shall be considered an employee of the other party. Each party shall have the responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation and occupational diseases compensation insurance, unemployment compensation, other benefits and all taxes and premiums appurtenant thereto and all other appropriate insurance concerning each party's personnel providing services described herein, and each party shall indemnify and hold the other harmless with respect thereto. Each party shall retain complete control of its personnel and neither party shall have authority to direct the operations of the other party's personnel, or to hire, fire, or make other decisions regarding the terms and conditions of their employment.

7. Rates, Fares, or Charges for Ambulance Services. Nothing herein shall be construed to govern, alter, or amend Contractor's rates, fares, or charges. All such rates, fares, or charges by Contractor shall be in accordance with and shall not be greater or lesser than or different from Contractor's rates, fares, or charges as may be approved, fixed, determined, established, and/or authorized by the Arizona Department of Health Services (or any successor governmental entity regulating such rates, fares, or charges) for the service provided.

8. Records.

- a. District shall maintain and make available to Contractor complete and current records of all Districts' Paramedics employed to perform the ALS services described herein. This includes but is not limited to copies of current ALS certifications. All records shall be maintained by District for at least five (5) years.
- b. District shall provide Contractor, at time of service, with all completed ALS Medical Encounter Forms for documentation of ALS services provided by District's Paramedics.
- c. District shall provide Contractor, at the time of service, with all necessary Medical Billing Documentation in accordance with the requirements established by Contractor for reimbursement by third party payors, including but not limited to Medicare.
- d. District shall provide Contractor, on a monthly basis, with a listing of all transports where District Paramedics determined ALS Services were required for effective patient care and District Paramedic accompanied the patient to the health care facility. This list shall include the date of service, address of pick-up location, patient's first and last name and the destination point. Documentation

described in Sections 8(b) and (c) shall also be provided. District shall deliver all documentation to Contractor no later than 10 business days following the month of service in order to qualify for reimbursement. Contractor and District shall perform an audit on the completeness of required documentation and final determination shall be mutually agreed upon by both Contractor and District.

- e. Contractor shall maintain and make available to District accurate and complete accounting records, and individual billings, for the operation of its ambulance services pertaining to this Agreement. Contractor will provide District a report detailing outstanding ALS Fee's as of the end of District's fiscal year (June 30). All such accounting records shall be maintained and reported in accordance with standard accounting procedures and shall be subject to periodic audit, at reasonable intervals at the request of District. Accounting records shall be retained and maintained by Contractor for a period of five (5) years. Nothing herein shall limit or alter Contractor's obligation to maintain books and records as required by law and/or the Director.

9. Organizational Status. This Agreement is not intended to and shall not constitute, create, give rise to, or otherwise be recognized as creating a joint venture, partnership, or any other formal business organization or association of any kind between the parties, and the rights and obligations of the parties hereunder shall be only those expressly state in this Agreement. The parties hereby agree that no person employed by them in the performance of this Agreement shall be an employee of the other. This Agreement is intended to be a contract for ALS Paramedic labor only and to create only an independent contractor relationship between the parties. This Agreement is intended to provide only for the payment to District by Contractor for the ALS Services provided by District's Paramedics described herein and not for the payment and/or reimbursement to District for any transportation, ambulance service, disposable supplies or mileage charges. All emergency ambulance and transportation services shall be provided solely by Contractor.

10. Insurance.

- a. The parties shall carry all insurance with respect to the Ambulance and personnel engaged in the performance of their duties under this Attachment as may be required by all federal, state, county, and District laws, ordinances, charters, rules, regulations and codes.
- b. The parties, at their own expense, shall purchase and maintain the minimum insurance specified in Section 11 of this Attachment, with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance.
- c. Additional Insurance. The insurance coverage, except Workers' Compensation and Professional Liability, required by this Agreement, shall name the other party, its agent, representative, board members, officials, employees, and officers, as Additional Insureds, and shall specify that insurance carried by either party pertaining to this Attachment shall be primary insurance, and that any insurance

coverage carried by the other party or its employees shall be excess coverage, and not contributory coverage to that provided by the parties.

- d. Coverage Term. All insurance required herein shall be maintained in full force and effect until all service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this Attachment.
- e. Any insurance company issuing a policy under this Attachment shall have a financial rating of a B plus 10 or bettering the then current edition of Best Rating Guide, or in the alternative, be approved by the parties as an otherwise acceptable carrier. The insurance company shall agree to notify each party, in writing, or the other party's default in payment of insurance premiums no less than thirty (30) days prior to any cancellation of the insurance and shall agree to accept from the other party, if the other party so elects, payment of the insurance premiums to maintain the insurance coverage in full force and effect. In the event either party elects to pay the insurance premium in arrears, it shall be entitled to recover from the other party any premium so paid. Any such payment by either party shall not be construed as conferring any coverage for the defaulting party under the non-defaulting party's insurance of self-insured retention.

11. Minimum Insurance Coverage. The parties shall procure and maintain the following minimum insurance coverages. It is specifically noted that the insurance coverage and limits of liability required by this Attachment may be provided by a combination of primary and excess liability policies and self insurance retentions or deductibles as applicable. It is also noted that the liability insurance policies purchased hereunder provide coverage for general operations and include, but are not exclusively limited to, this Agreement.

- a. Automobile Liability. Commercial/Business Automobile Liability insurance with coverage limits of not less than \$5,000,000, each occurrence with respect to owned, hired, and non-owned vehicles assigned to or used in performance of the work or services, and an overall aggregate limit of \$10,000,000.
- b. Commercial General Liability. Commercial General Liability insurance with coverage limits of not less than \$5,000,000 for each occurrence asserted and a \$10,000,000 overall aggregate limit. The policy shall include coverage of bodily injury, property damage, personal injury, products and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Agreement.

In the event the general liability insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of work or services as evidenced by annual Certificated of Insurance.

- c. Professional Liability. Professional Liability Insurance covering errors and omissions arising out of the work or services performed hereunder, with coverage

limits of not less than \$5,000,000 each occurrence asserted and \$10,000,000 overall aggregate limit.

In the event the insurance policy is written on a “claims made” basis, coverage shall extend for two years past completion of all work or services contemplated by this Agreement to be evidenced by annual Certificates of Insurance.

- d. Workers’ Compensation. Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of employees engaged in the performance of the work or services; and Employer’s Liability insurance of not less than \$1,000,000 for each accident, \$100,000 disease for each employee, and \$500,000 policy limit.

In case any work is subcontracted, the subcontractor shall provide Workers’ Compensation and Employer’s Liability to at least the same extent as provided herein.

12. Indemnity by Contractor.

- a. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless District (including District’s board members, agents, officers, directors, and employees, individually and collectively) from and against all claims, lawsuits or assertions of liability, caused in whole or in part by any negligent or intentional act or omission of Contract or any of its employees or agents in the performance of its services required by this contract.
- b. Contractor’s duty to defend, indemnify and hold District harmless shall arise in connection with any claim, damage, loss or expense (including but not limited to reasonable attorneys’ fees, court costs, and the cost of appellate proceedings) that is attributed to personal or bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, cause in whole or in part by any negligent or intentional act of omission of Contract, anyone directly or indirectly employed by Contractor of anyone for whose acts Contractor may be liable, regardless of whether such claim, damage, loss or expense is caused in part by a party indemnified hereunder, including District.
- c. Contractor agrees to indemnify, defend and hold District harmless from and against any and all penalties and damages incurred by District as a result of Contractor’s failure to obtain any permit or license required under, or to comply with, any applicable laws, ordinances or regulations in the performance of its services required by this contract.

13. Indemnity by District.

- a. To the fullest extent permitted by law, District shall defend, indemnify, and hold harmless Contractor (including its affiliates, and its and their Board of Directors, agents, officers, directors, and employees, individually and collectively) from and against all claims, lawsuits or assertions of liability, caused in whole or in part by

any negligent or intentional act or omission of District or any of its employees or agents in performance of its services under the contract.

- b. District's duty to defend, indemnify and hold Contractor harmless shall arise in connection with any claim, damage, loss or expense (including but not limited to reasonable attorney's fees, court costs, and the cost of appellate proceedings) that is attributable to personal or bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, cause in whole or in part by any negligent or intentional act or omission of District, anyone directly or indirectly employed by District or anyone for whose acts District may be liable, regardless of whether such claim, damage, loss or expense is caused in part by a party indemnified hereunder, including Contractor.
- c. District agrees to indemnify, defend and hold Contractor harmless for all penalties and damages incurred by Contractor as a result of District's failure to obtain any permit or license required under, or to comply with any applicable laws, ordinances or regulations.

14. Compliance with Law. Contractor and District shall comply with all requirements of any federal, state, county, or District laws, statutes, ordinances, charters, codes, rules, regulations, and other governmental requirements, including but not limited to Arizona statutes and regulations. No provision of this Agreement shall be construed to require either party to violate any orders of decisions issued by the Director of DHS or any governing statute or administrative rules regarding the provision of ambulance service to the public. Contractor is advised that this Contract is subject to cancellation pursuant to ARS § 38-511.

15. Attorneys' Fees. In the event of any litigation or other proceeding concerning Agreement, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees.

16. No Subcontracting. Neither District nor Contractor shall be permitted to subcontract all or any portion of this Attachment (except to an affiliate), without the written approval of the other party.

17. Miscellaneous. This Attachment shall not be construed to govern or affect, in any way, Contractor's provision of ambulances and the ambulance services.

IN WITNESS WHEREOF, the parties hereto have signed.

Northwest Fire/Rescue District

By: _____
Title: Chairman of the Board

By: _____
Title: Clerk of the Board

Signature: _____

Signature: _____

Date: _____

Date: _____

**Southwest Ambulance of Tucson, Inc., dba Kord's Southwest
Certificate of Necessity #54**

By: _____
Title: _____

Signature: _____

Date: _____