

## Superstition Fire & Medical District Governing Board Meeting Agenda

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### **PURSUANT TO A.R.S. §38.431.02**

Notice is hereby given to the general public that the Superstition Fire & Medical District Governing Board will hold a meeting on **Monday, March 2, 2015**. The meeting will be held at the Superstition Fire & Medical District's Administrative Office, located at 565 N. Idaho Road, Apache Junction, Arizona. The meeting will be open to the public and will begin at 4:30 p.m. local time.

### **AGENDA:**

- A. Call to Order
- B. Pledge of Allegiance
- C. Roll Call

The following agenda items are scheduled for discussion at the board meeting. The Governing Board may or may not decide to take action on any or all items. The order of the agenda items may or may not be taken in the order listed.

1. Discussion and possible approval of the third amendment to the Regional Emergency Medical Transportation Service Agreement. **(BOD #2015-03-01)**
2. Call to the Public.  
A.R.S. §38-431.01(H) A public body may make an open call to the public during a public meeting, subject to reasonable time, place, and manner restrictions, to all individuals to address the public body on any issue within the jurisdiction of the public body. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter, or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.
3. Adjournment **(BOD 2015-03-02)**

NOTICE: The governing board may go into executive session for the purpose of obtaining legal advice from the fire district's attorney(s) on any of the above agenda items pursuant to A.R.S. 38-431.03(A)(3).

One or more members of the governing board may attend the meeting telephonically.

Governing Board meeting agenda dated and posted (at least 24 hours before the scheduled meeting date and time):

Posted on February 26, 2015

At: 2:45 hours

By: Jasmin Jones

The Superstition Fire & Medical District (SFMD) Administrative Office Board Meeting Room is accessible to the handicapped. In compliance with the American with Disabilities Act (ADA), those with special needs, such as large-type face print or other reasonable accommodations may request those through the SFMD Administration Office (480-982-4440) at least twenty-four hours before the board meeting.



**Governing Board Meeting – March 2, 2015**

**Agenda Item: 1**

**BOD#: 2015-03-01**

**Agenda Item Title:**

Discussion and possible approval of the third amendment to the Regional Emergency Medical Transportation Service Agreement.

**Submitted By:**

Fire Chief Paul Bourgeois

**Background/Discussion:**

Changes made to the Regional Emergency Medical Transportation Service Agreement, all changes have been approved legal.

**Financial Impact(s)/Budget Line Item:**

N/A

**Enclosure(s):**

Regional Emergency Medical Transportation Service Agreement – Third Amendment

**Recommended Motion:**

*“Motion to approve the third amendment to the Regional Emergency Medical Transportation Service Agreement and authorize the Chairperson to execute the document on behalf of the district.”*

**Governing Board Meeting – March 2, 2015**

**Agenda Item: 2**

**BOD#: 2015-03-n/a**

**Agenda Item Title:**

Call to Public

A.R.S. §38-431.01(H) A public body may make an open call to the public during a public meeting, subject to reasonable time, place, and manner restrictions, to all individuals to address the public body on any issue within the jurisdiction of the public body. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter, or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.

**Governing Board Meeting – March 2, 2015**

**Agenda Item: 3**

**BOD#: 2015-03-02**

**Agenda Item Title:**

Adjournment

**THIRD AMENDMENT TO THE REGIONAL EMERGENCY MEDICAL TRANSPORTATION  
SERVICE AGREEMENT**

THIS THIRD AMENDMENT TO THE REGIONAL EMERGENCY MEDICAL TRANSPORTATION SERVICE AGREEMENT is entered into on the 29th day of November, 2014, by and between the SUPERSTITION FIRE AND MEDICAL DISTRICT (formerly APACHE JUNCTION FIRE DISTRICT) AND THE CITY OF MESA (hereinafter referred to collectively as the "Region" or individually as the "Regional Partner") and SOUTHWEST GENERAL, INC. d/b/a SOUTHWEST AMBULANCE, AN ARIZONA CORPORATION (the "Contractor") (collectively referred to all as the "Parties").

**RECITALS**

- A. Whereas, the Superstition Fire and Medical District, the Town of Gilbert, the Town of Queen Creek, and the City of Mesa entered into the Regional Emergency Medical Transportation Service Agreement on August 1, 2011 (the "Agreement");
- B. Whereas, the Region and Contractor entered into a First Amendment to the Agreement dated February 1, 2012;
- C. Whereas, the Region and Contractor entered into a Second Amendment to the Agreement on June 5, 2012; and
- D. Whereas, the Town of Gilbert and the Town of Queen Creek have withdrawn from participation in the Region and the Agreement; and
- E. Whereas, the Superstition Fire and Medical Department and the City of Mesa desire to enter into this Third Amendment to the Agreement, subject to the terms and conditions set forth herein.
- F. Whereas, the Parties recognize that this Amendment requires approval by the Arizona Department of Health Services ("ADHS") under A.R.S. § 36-2234(k);
- G. NOW, THEREFORE, for and 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:

**TERMS**

- 1. The above recitals are incorporated by this reference.
- 2. All of the original terms and clauses of the Agreement and the First and Second Amendments to the Agreement, remain in effect except as modified herein.
- 3. The terms of this Amendment will be effective in accordance with paragraph 9 herein, and further upon approval and authorization by the ADHS pursuant to A.R.S. § 36-2234(k).
- 4. The following replaces and supersedes the "Amendment Summary" in the First Amendment to the Agreement:

To change title of "Regions Contract Administrator" (as shown on page 14, section 24e and in section 29 of the Agreement), to Performance Advisor ("Advisor"). This position is to be funded

by the Regional Partners at \$50,000 and by Contractor at \$50,000. The Advisor will report to the City of Mesa.

5. Attachment J to this Third Amendment replaces and supersedes the Job Description for the Advisor outlined in the First Amendment to the Agreement.

6. The following replaces and supersedes paragraph 1k of the Agreement:

The term "EMS Service Area," as used in this Agreement, shall mean all areas within the boundaries of the Region's emergency services areas, set forth as Zones 1, 2, 3, 7, 8, and 9, as shown in Attachment G. Zones 4, 5, and 6 are not part of the EMS Service Area. Any use of the phrase "EMS Service Area," or similar terms shall in all respects be limited to the geographical boundaries of the Superstition Fire and Medical District and the City of Mesa, and any automatic/mutual aid partners, special districts, state lands, and county islands contained therein. Both parties acknowledge that these boundaries may change by way of annexations, etc.

7. The following replaces and supersedes paragraph 1m of the Agreement:

The term "Region" as used in this Agreement shall mean the Superstition Fire and Medical District and the City of Mesa, collectively or individually.

8. The following replaces and supersedes paragraph 1q of the Agreement:

The term "Response Zone," as used in this Agreement, shall mean the defined geographical areas designated as Zones 1, 2, 3, 7, 8, and 9 within the Region as shown in Attachment G. Zones 1, 2, and 3 will be confined to the geographic boundaries of the City of Mesa. Zones 7, 8, and 9 will be confined to the geographic boundaries of the Superstition Fire and Medical District.

9. The following replaces and supersedes paragraph 2 of the Agreement:

The Agreement shall begin on November 29, 2014 and continue until November 29, 2020, unless earlier terminated as provided in the Agreement or the Third Amendment to the Agreement.

10. The following replaces and supersedes paragraph 3 of the Agreement:

For the purposes of this Agreement, the Region or Regional Partners shall consist specifically of the Superstition Fire and Medical Department and the City of Mesa.

11. The following replaces and supersedes paragraph 4 of the Agreement:

Ambulance Service Requests. The Region's 9-1-1 Emergency Dispatch Center shall dispatch to Contractor requests for ambulance services. Initial requests for service shall be responded to by Contractor as advised by Region's 9-1-1 Dispatch Center. Responses will be requested as Code 3 or Code 2 as determined by dispatch priorities by the Region. In the event Contractor notifies the Region of a possible extended response time, or the Region has reasonable cause to believe that Contractor will have an extended response time, the Region reserves the right, in its sole discretion, to dispatch requests for transportation and medical services to other ambulance companies, to provide such service itself as prescribed in A.R.S. 36-2208(B), or to otherwise obtain the necessary ambulance services as provided by law.

12. The following replaces and supersedes paragraph 7a of the Agreement:

**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 and there are no instances of prolonged responses as defined in paragraphs 7h and 7i of the Agreement. For calls in which the response code changes during response, the 90% requirement applies, as defined in Section 7j. Each Response Zone, Attachment G, within the Region will be evaluated for response time compliance exclusive of each other. Region and Contractor agree that the response time requirements identified in the Agreement will be approved by the Arizona Department of Health Services as described in A.R.S. § 36-2232(c)(1) and therefore become official and enforceable by the Department of Health Services for the Agreement’s EMS Service Area.

13. The following replaces and supersedes the table set forth in paragraph 7b of the Agreement:

| <b>Response Priority</b> | <b>Maximum Allowable Cumulative Response Time</b> |
|--------------------------|---|
| Code 3 calls – Zone 1    | 8 minutes 59 seconds                              |
| Code 3 calls – Zone 2    | 8 minutes 59 seconds                              |
| Code 3 calls – Zone 3    | 8 minutes 59 seconds                              |
| Code 3 calls – Zone 7    | 8 minutes 59 seconds                              |
| Code 3 calls – Zone 8    | 8 minutes 59 seconds                              |
| Code 3 calls – Zone 9    | 23 minutes 59 seconds                             |

In Zones 1, 2, 3, and 7, response times will be measured monthly. In Zones 8 and 9, response times will be measured every six months.

14. The following replaces and supersedes the table set forth in paragraph 7d of the Agreement:

| <b>Response Priority</b> | <b>Maximum Allowable Cumulative Response Time</b> |
|--------------------------|---|
| Code 2 calls – Zone 1    | 14 minutes 59 seconds                             |
| Code 2 calls – Zone 2    | 14 minutes 59 seconds                             |
| Code 2 calls – Zone 3    | 14 minutes 59 seconds                             |
| Code 2 calls – Zone 7    | 14 minutes 59 seconds                             |
| Code 2 calls – Zone 8    | 14 minutes 59 seconds                             |
| Code 2 calls – Zone 9    | 29 minutes 59 seconds                             |

15. The following replaces and supersedes paragraph 7h of the Agreement:

**Notice of Extended/Prolonged Cumulative Response Time – Code 3.** Contractor shall notify Region’s 9-1-1 Emergency Dispatch Center, at time of dispatch or at the earliest indication, of the possibility of an extended Code 3 Cumulative Response Time greater than ten (10) minutes. Upon notification of a possible extended response time, Region’s 9-1-1 Emergency Dispatch Center may, in its discretion and considering the severity of the situation, obtain other transport means that are faster. The Region’s 9-1-1 Emergency Dispatch Center shall notify the Contractor that such second dispatch has been made, and Contractor shall be advised to continue to respond Code 2 to the scene. If Contractor arrives on scene and the Region’s alternative ambulance provider has not arrived, Contractor shall transport the patient and the alternative ambulance provider shall be cancelled from the call. Nothing in this paragraph shall prohibit the Region from obtaining or providing other transport means that may be faster when Region has reasonable cause to believe that Contractor will have an extended response time.

16. The following replaces and supersedes paragraph 7i of the Agreement:

Notice of Extended/Prolonged Cumulative Response Time – Code 2. Contractor shall notify Region's 9-1-1 Emergency Dispatch Center, at time of dispatch or at the earliest indication, of the possibility of an extended Code 2 Cumulative Response Time greater than fifteen (15) minutes. Upon notification of a possible extended response time, Region's 9-1-1 Emergency Dispatch Center may, in its discretion and considering the severity of the situation, obtain other transport means that are faster. The Region's 9-1-1 Emergency Dispatch Center shall notify the Contractor that such second dispatch has been made, and Contractor shall be advised to continue to respond Code 2 to the scene. If Contractor arrives on scene and the Region's alternative ambulance provider has not arrived, Contractor shall transport the patient and the alternative ambulance provider shall be cancelled from the call. Nothing in this paragraph shall prohibit the Region from obtaining or providing other transport means that may be faster when Region has reasonable cause to believe that Contractor will have an extended response time.

17. The following replaces and supersedes paragraph 5 of the Second Amendment to the Agreement:

Evaluations. Contractor and Region shall conduct a monthly evaluation of response times for Code 3 responses in Zones 1, 2, 3 and 7. The evaluation shall include all responses that occurred within the Region's boundaries. Contractor shall provide a list of all responses within the Region correlated to the incident numbers as provided by the Region's 9-1-1 Emergency Dispatch Center. The monthly evaluation meeting shall be held as soon as possible after the end of the evaluation month and no longer than thirty (30) days following the evaluation month. Liquidated damages in the amount of \$1000 will be assessed for each reporting period that the Contractor fails to meet the reporting requirement deadline or omits required data from the report. See Attachment I.

Code 3 response time evaluations for Zones 8 and 9 shall be performed every six (6) months. The evaluation shall take place within thirty (30) days of the end of each six month period.

18. The following replaces and supersedes paragraph 6 of the Second Amendment to the Agreement:

Liquidated Damages for Failure to Meet Requirements. Region will notify contractor in writing of any liquidated damages being assessed not less than 30 days after they first become known to any Regional Partner. Upon notification of any liquidated damage assessments, Contractor will have 15 days to dispute any assessment, any dispute must be submitted in writing. The Region's Contract Administrator and the EMS Division Manager (as defined in Section 29 herein) from the jurisdiction where the instance took place (if applicable) will meet with Contractor to review the assessment and Contractor's response and to determine the validity or invalidity of the assessment. Should the Region's contract Administrator, the EMS Division Manager (as applicable) and Contractor fail to reach an agreement on the validity or invalidity of the assessment, the matter will be referred to the respective Regional Partner's Fire Chief (or their designee) who will review the circumstances of the assessment with the Contractor, the Region's Contract Administrator and the affected Regional Partner's Division Manager. The determination of the Fire Chief shall be final. The Problem Resolution Procedure as defined in Attachment D shall not be applicable to the assessment of liquidated damages.

- a Failure to Meet 90% Response Time Requirement. The following liquidated damages will be assessed when the Cumulative Response Time compliance for Code 3 calls in any Zone, or Code 2 calls in any Zone, falls below 90% for any

given month. Response Zones will be evaluated for response time compliance exclusively of each other.

| <b>Compliance %</b> | <b>Liquidated Damages</b>                             |
|---------------------|---|
| <b>89%</b>          | \$5,000   |
| <b>88%</b>          | \$7,000   |
| <b>87%</b>          | \$9,000   |
| <b>86%</b>          | \$11,000  |
| <b>85%</b>          | \$13,000  |
| <b>84%</b>          | \$15,000 plus \$3,000 per percentage point thereafter |

19. The following replaces and supersedes paragraph 12 of the Agreement:

Ambulance and Locations; Altered Protocols

- a. Contractor shall operate a sufficient number of ALS Ambulances to meet the response time standards set forth in Section 7. Contractor agrees to staff sufficient dedicated ambulances so as not to exceed a combined unit hour utilization transport (UHU-T) rate of 0.50. Exceptions to the UHU-T may be allowed for peak time Ambulances. Upon execution of this Agreement, contractor shall provide the Region with a list of dedicated ambulances and substation locations of such ambulance units. This list shall be updated periodically as requested by the Region or upon the change in any substation location throughout the term of this Agreement.
- b. On an ongoing basis, Contractor and Region will review call volume, historical transport volume, historical response time performance and historical seasonal trends to evaluate the need for additional Ambulance unit hours within the Region. Contractor and Region shall review actual data (time of day/day of week) to determine the appropriate times of operation for the additional unit hours. Contractor shall place additional unit hours within seven (7) days of evaluation. Each month thereafter, Contractor and Region shall evaluate the need for the additional unit hours to determine if they should continue or be discontinued. Example: Exceptions are occurring Wednesdays, Thursdays and Fridays between the hours of 1600 and 2000. Contractor would place into the Region’s EMS system an additional four (4) hour block of dedicated ambulance unit hours. Data shall be reviewed on a monthly basis to determine if an increase, decrease or repositioning of dedicated unit hours is warranted.
- c. Contractor shall comply with sub-operation station requirements pursuant to the rules and regulations set forth by DHS. During the term of the Agreement, Contractor will not request to house, and will not house, Contractor staff in Region’s fire stations.
- d. The Region serves as the first responder to the emergency needs of the Region. The Contractor serves as a second-responder transport unit that provides assistance to the Region’s Fire Department paramedic staff on-scene of an incident and as well as transportation to a local hospital. The Region and Contractor agree that there are a number of times when the immediate dispatch of an ambulance transport unit is not required due to the minor nature of an incident. The Region’s first responder Fire Department on many occasions arrives on the scene of an incident, provides an evaluation of the patient, and determines that ambulance transportation is not needed. The Region agrees to work with

Contractor in developing dispatch protocols that reduce the number of ambulance responses to incidents that are minor in nature and to establish protocols for the immediate cancellation of ambulance service in such cases, allowing for the immediate return of the ambulance to an available status, available to respond to other emergency calls within the Region's EMS Service Area.

- e. Contractor shall notify the Region's 9-1-1 Emergency Dispatch Center whenever Contractor has insufficient ambulances in available status system-wide to meet Region's response times. For purposes of this paragraph 12(e), "system-wide" shall mean the Town of Gilbert, the Town of Queen Creek, the Superstition Fire and Medical District, and the City of Mesa. Contractor's notification shall include (i) the number of ambulances in available status system-wide; and (ii) the reason(s) Contractor has insufficient ambulances in available status system-wide. Upon such notification, the Dispatch Center shall document the notification and begin Altered Protocols, in which ambulances will only be initially dispatched in the Region on high priority calls, as set forth in the Mesa Regional Dispatch Center's Altered Protocols policy. The Dispatch Center will remain on Altered Protocols until Contractor notifies it that a sufficient number of ambulances are in available status. Contractor shall be assessed liquidated damages in the amount of \$1,000.00 for each notification requiring the Regional Dispatch Center to operate on Altered Protocols, except that Contractor shall not be assessed liquidated damages when the reason for Contractor's notification is due to demonstrated anomalies in call volume (such as hourly ambulance dispatches exceeding the 99<sup>th</sup> percentile of hourly dispatches for the preceding year) or extended hospital wait-times. The Region will notify Contractor in writing of any liquidated damages being assessed under this paragraph not less than thirty (30) days after they first become known to any Regional Partner. Upon notification of any liquidated damages under this paragraph, Contractor will have fifteen (15) days to dispute any assessment in writing. The Region's Contract Administrator and EMS Division Manager will meet with Contractor to discuss the validity or invalidity of the assessment. If the Region and Contractor cannot reach agreement on the assessment, the matter will be referred to the City of Mesa Fire Chief (or designee), who will review the circumstances of the assessment and make a final determination. The Problem Resolution Procedure as defined in Attachment D of the Agreement shall not be applicable to the assessment of liquidated damages.
20. The following replaces and supersedes paragraphs 14a and b of the Agreement:
- a. Contractor shall provide a fleet of 32 Dedicated Ambulances to the Region. Not less than four of the total units provided shall be specially equipped bariatric units. All ambulances shall be equipped, maintained, stationed, and operated in accordance with the laws of the State of Arizona, the rules and regulations of DHS, and in accordance with the provisions of the Agreement. All Dedicated Ambulances shall be Type III, or as approved by the Region, and meet all federal, state and ADHS regulations. Ambulances shall be subject to inspection by the Region at reasonable times and at reasonable intervals. Those ambulance units provided to Region shall remain dedicated to servicing the Region and this Agreement and shall not be used by Contractor to service obligations under any other contracts or agreements that it may enter into unless otherwise agreed to in writing by the Region.
  - 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 complete maintenance history. This list shall be provided upon award of contract and upon request of the Region during the term of the Contract. Each Dedicated Ambulance shall be identified as to its call sign (e.g. Ambulance 200 will have the

designation 200 in no less than 6" letters on all 4 sides and no less than 22" letters on the roof of the vehicle). All Ambulances shall be additionally equipped to include the following:

- (i) Equipped with adequate crew cab A/C and separate stand alone RV style A/C, heating and ventilation as agreed upon the Region and the Contractor.
- (ii) Provide a usable safety restraint system for personnel attending to patient, as agreed upon by the Region and Contractor.

Substitute Ambulances in place of Dedicated Ambulances shall be similarly equipped as the Dedicated Ambulances. Use of Substitute Ambulances for periods greater than twelve (12) hours shall require notification by the Contractor to the Region. Failure by contractor to meet any of the provisions of this section shall be subject to Liquidated Damages in the amount of \$1,000 per occurrence.

Contractor may request an exemption to any assessed Liquidated Damages when Substitute Ambulances are used in identified emergency situations. Requests must be submitted to the respective Regional Partner's Fire Chief in writing with detailed documentation supporting the request. Exemptions will be granted at the sole discretion of the Fire Chief.

21. The following replaces and supersedes paragraphs 17b and c of the Agreement:

17 EMS System Disposable Supplies.

- b. The Contractor and the Region agree to work together to establish mutually agreeable procedures and guidelines for the exchange/replacement of certain medical supplies and pharmaceuticals used at the scene of a medical incident. Such procedures must include a process that will document the supplies used by first responders to treat patients, including but not limited to, the patient name, date of service, and specific supplies used during the treatment of patients that resulted in ambulance transport. It will be Regional Partner's responsibility to document the supplies used and provide such documentation to Contractor. These referenced procedures will then be used to determine what medical supplies and pharmaceuticals will be replenished by Contractor. Once established, said procedures and guidelines may be changed by mutual agreement by the Region and the Contractor and approved by DHS. The replacement or reimbursement of materials is limited to calls resulting in ambulance transport.
- c. Contractor and Region will form a cooperative working committee to develop, implement and manage a medical supply warehouse and distribution system to supply Contractor's and the Region's stations, apparatus and ambulances. Contractor shall be responsible for providing disposable medical supplies and pharmaceuticals for the Region's EMS system as identified in Attachment B of this Agreement and will be exchanged based on the criteria established in the procedures and guidelines outlined in paragraph 17(a)(ii). Contractor shall also be responsible for all costs associated with the warehousing and distribution of medical supplies to the EMS system. The provisions of this paragraph shall be implemented within ninety (90) days of execution of this Agreement.

22. The following replaces and supersedes paragraph 29 of the Agreement:

- a. Each remaining Region Partner will assign an EMS Division Manager to coordinate with the Advisor and the partner's respective activities under this Agreement. At a minimum, the Advisor will have responsibility for the following:

- (i) Assure compliance with the Agreement within the Region;
  - (ii) Develop, conduct and coordinate training for personnel, as outlined in Section 34 of the Agreement;
  - (iii) Participate in meetings with Contractor;
  - (iv) Act as liaison with Contractor and medical facilities receiving patients;
  - (v) Coordinate research and reporting on Ambulance services and transports;
  - (vi) Perform field observations and report such observations to Contractor and the Region;
  - (vii) Monitor response times;
  - (viii) Coordinate Ambulance coverage for special events and Fire Department training;
  - (ix) Coordinate or conduct customer (including patient) surveys and such other similar duties assigned;
  - (x) Act as primary liaison between Region and the Contractor in the problem resolution process.
- b. Contractor agrees to provide annual investments in the form of direct payments or equipment to foster quality improvement initiatives. These initiatives may include implementation of ePCR within the Regional member's communities, upgrades and improvements to dispatch operations, improvements to medical procedures and technology, or other initiatives as agreed upon between the Contractor and Region. The amount of the annual cash investment will be negotiated between the Contractor and Region and incorporated into the Agreement through a written amendment to the Agreement. Any such Amendment shall be subject to the prior review and approval of DHS.
- c. Contractor will make the following quality improvement investments to facilitate ambulance dispatches and information availability:
- i. On or before November 29, 2015, implement a CAD to CAD interface.
  - ii. On or before June 30, 2015, implement on all of Contractor's Dedicated and Non-Dedicated Regional ambulances a mobile computer, docking station, AVL equipment and portable radios compatible with the Topaz Regional Wireless Cooperative system that will allow for the dispatch and coordination of the ambulances through Region's dispatching authority.

23. The following replaces and supersedes paragraph 45b of the Agreement:

Commercial General Liability. Commercial General Liability insurance with coverage limits of not less than \$2,000,000 for each occurrence asserted and a \$10,000,000 annual 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 Contract. The following entities must be named as additional insureds and endorsed to contractor's policy(ies) for general liability: City of Mesa, its officers, volunteers, officials, employees, agents, and elected officials, and Superstition Fire and Medical District, its officers, volunteers, officials, employees, agents, and elected officials.

24. The following replaces and supersedes paragraph 55 of the Agreement:

- a. Contractor shall be in default under this Agreement if any of the following occur:
  - (i) The Contractor fails to do any of the following: (1) procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business; (2) Contractor fails to stay fully informed of existing and future Federal, State and Local laws, ordinances and regulations that in any manner affect the fulfillment of this contract or fails to comply with the same; and (3) Contractor's personnel, facilities and equipment fail to be in full compliance with all applicable federal, state and local health, environmental and safety laws, regulations, standards, ordinances and privilege license and permit requirements, whether or not they have been referenced by the Region.
  - (ii) Any of Contractor's insurance (including, without limitation, workers compensation and occupational disease insurance) required by law, required by this Agreement, or required by DHS is revoked, terminated or surrendered, or lapses.
  - (iii) On or after the date of this Third Amendment, Contractor becomes insolvent or is a party to any new voluntary or involuntary bankruptcy or receivership proceeding, or there is any similar action that affects Contractor's capability to perform under this Agreement.
  - (iv) Contractor fails to comply with the dispatch protocols of the Region.
  - (v) Contractor repeatedly engages in inappropriate or unauthorized use of Region radio communication system.
  - (vi) Contractor fails to meet the response time requirements under Section 7 of the Agreement three (3) times within any consecutive twelve (12) month period. The cure period set forth in paragraph 56a of the Agreement shall not apply to Contractor's default under this subparagraph.
  - (vii) An Ambulance suffers a breakdown of any kind while transporting a patient, unless, however, such breakdown resulted from an unforeseeable cause and Contractor can show that Contractor was in compliance with its maintenance requirements, set forth in Section 14 and has resolved any and all defects resulting from DHS's ambulance inspections.
  - (viii) Contractor fails to have any equipment required by Sections 13, 14, 15, 16 in a Dedicated Ambulance responding to a request for Ambulance transportation made by the Region.
  - (ix) Contractor otherwise fails to perform or comply with the terms and conditions of the Agreement.

- b. All remedies at law, in equity, and under this Agreement shall be available in the event of default under this Agreement. The Problem Resolution Procedure set forth in Attachment D to the Agreement will not apply to instances of default by Contractor.

25. The following replaces and supersedes paragraph 56 of the Agreement:

- a. Termination Upon Default. The Region may terminate this Agreement if the Contractor has failed to cure a default within fifteen (15) calendar days after receiving written notice specially setting forth such default. Such termination shall be effective on the date set forth in the default notice or other date specified by the Region. Notwithstanding the foregoing, Contractor shall have no opportunity to cure a default under paragraph 55(a)(vi) of the Agreement. The Region may terminate the Agreement upon Contractor's default under paragraph 55(a)(vi). For purposes of paragraph 55(a)(iii), "cured" shall mean withdrawal or dismissal of the bankruptcy or receivership case or proceeding.
- b. Termination for Life Safety Issues. The Region may immediately terminate the Agreement if Region determines that Contractor's significant or persistent failure to meet the requirements of the Agreement may endanger public health or safety.

26. Effect of Third Amendment. Upon the approval of the governing bodies or authority of the Parties, this Third Amendment shall become effective on November 29, 2014. All of the terms, covenants, conditions and provisions of the Agreement, and subsequent Amendments, are hereby reinstated and remain in full force and effect, as modified by this Third Amendment.

**Attachment J**  
**Performance Advisor**  
**Job Description**

As a result of the Regional Emergency Medical Transportation Service Agreement, the complexity and level of detail requires close scrutiny and increased responsibility in assuring that all aspects of this concept are evaluated. The efficiencies of having two communities under one Agreement are beneficial to the transportation provider for several reasons:

- Contractor can interchange resources for efficiency
- The elimination of dedicated ambulances in each community, thus eliminating geographic boundaries, helps to improve utilization and keeps duplicative costs out of the system
- The Performance Management Advisor will be the central point of contact for the Contractor.
- Regional decision making reduces Contractor time for communication with the Regional Partners
- Quality control of all aspects of the regional concept is critical to the success of this Agreement

Quality improvement and quality assurance are critical in all aspects of a contractual agreement. Along with quality improvement, data collection is essential to identify and justify any modifications, improvements and recommendations to revise treatment modalities. Having one person to manage the data collection between the Region and Contractor is the key to the success and consistency of gathering information that is necessary to evaluate all aspects of emergency response. This data will be the cornerstone for the development of future programs, training topics, and overall emergency care. Identifying trends from data compilation will be completed on a much broader basis. The Individual's responsibilities will include, but will not be limited to coordinating the following:

- Data analysis in the following areas:
  - Review out of hospital cardiac arrest incidents to insure compliance with Regional Protocols
  - Review all Traumatic Brain Injury incidents to insure compliance with Regional Protocols and reporting to the Traumatic Brain Injury research project
  - Review all STEMI incidents to insure compliance with Regional Protocols and appropriate destination decision making
  - Utilize data collected to drive continuing medical education training for the Regional Partners to insure Quality Improvement in treatment, destination determination and transport procedures
  - Utilize data collected for future policies, procedures and patient care modifications
- Quality assurance and quality improvement of Medical Documentation and protocol compliance
- Monitors and ensures the completion, efficiency and effectiveness of training
- Conflict Resolution to allow transitions in the field to operate efficiently
- Coordinate and facilitate communication with hospitals, Regional, and Contractor to maintain open lines of communication to aid with sharing of information
- Provide quarterly reports to the Region on data obtained on medical responses regarding trends of calls as well as other data requested
- Provide data on a weekly/monthly basis when studies are being completed
- Prepare a monthly report on response time data in each zone of the Region
- Share all data analysis findings and reports with Contractor and Region
- Monitor call volume, historical transport volume, and seasonal trends
- Oversee surveys conducted to evaluate customer satisfaction in order to receive feedback to assist in continued improvement of patient care

- Other projects as may be assigned by the Region, including but not limited to, addressing concerns and identifying strategies to improve the overall system

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

**SW GENERAL, INC., d/b/a/ Southwest Ambulance,  
an Arizona Corporation**

By: Greg C. James  
Title: West Division President  
Signature: Greg C. James  
Date: 2-9-2015

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

CITY OF MESA, ARIZONA  
By: Christopher J. Brody  
Title: City Manager  
Signature: Christopher J. Brody  
Date: Feb. 9, 2015

**APPROVED AS TO FORM:**

By: Jacqueline Garner  
Title: Assistant City Attorney  
Signature: Jacqueline Garner

**ATTESTED:**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_

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

**SUPERSTITION FIRE AND MEDICAL  
DISTRICT, ARIZONA  
An Arizona municipal corporation**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_

**ATTESTED:**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_