



Resolution

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

RESOLUTION NO. 873

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SAN LUIS, ARIZONA AND CITY OF SOMERTON, ARIZONA FOR THE PROVISION OF AMBULANCE SERVICES

Whereas, the City of San Luis desires to enter into an intergovernmental agreement with City of Somerton for the provision of ambulance services to the citizens of San Luis; and

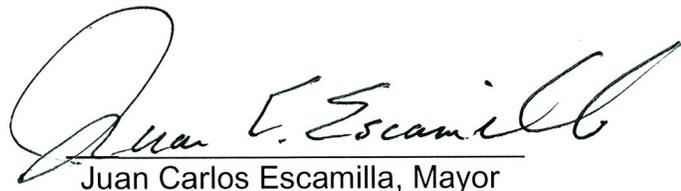
Whereas, both the Cities of Somerton and San Luis desire to enter into an intergovernmental agreement for the purpose of the joint exercise of power to be able to effectively provide for needed and necessary emergency and rescue services to their communities;

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the City of San Luis, State of Arizona, as follows:

Section 1: That the Intergovernmental Agreement for Provision of Ambulance Services, as attached hereto as Exhibit "A", is hereby approved.

Section 2: That the appropriate City officials are hereby authorized and directed to enter into said amendment on behalf of the City and take any all actions as may be necessary to effectuate said agreement.

PASSED AND ADOPTED by the Mayor and Common Council of the City of San Luis, Arizona, this 24th day of March, 2010.


Juan Carlos Escamilla, Mayor

ATTEST:



Sonia Cuello, City Clerk

APPROVED AS TO FORM:



Glenn Gimbut, City Attorney

**INTERGOVERNMENTAL AGREEMENT FOR PROVISION OF AMBULANCE SERVICES
EXHIBIT "A"**

THIS INTERGOVERNMENTAL AGREEMENT is entered into on the 24th day of March, 2010 by and between the City of Somerton, Arizona, an Arizona municipal corporation ("Somerton"), and the City of San Luis, Arizona, an Arizona municipal corporation ("San Luis").

RECITALS

- A. Whereas, Somerton holds a Certificate of Necessity for the provision of ground ambulance services within an approved service area that includes the municipal territory of San Luis; and
- B. Whereas, San Luis desires to provide for the health, safety and general welfare of its citizens, residents, and inhabitants with respect to emergency ambulance and medical transportation services; and
- C. Whereas, A.R.S. §9-500.20 provides, in part, that a city or town may provide or assist in providing emergency medical services outside of its corporate limits if those services are provided at the request of any fire department; and
- D. Whereas, San Luis has the power to provide emergency rescue service within the municipal limits of San Luis pursuant to the provisions of A.R.S. §36-2217(A)(4); and
- E. Whereas, A.R.S. §11-952 provides that cities may enter into agreements for joint or cooperative action; and
- F. Whereas, Somerton and San Luis desire to enter into this agreement on the terms and conditions hereinafter stated;

AGREEMENT

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:

1. Definitions.

- (a) The term "Automatic Aid Contract Areas," as used in this Agreement shall mean all areas surrounding Somerton and within Somerton's approved service area, in which Somerton has agreed to provide service pursuant to automatic aid contracts.

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

(c) The term "Certificate of Necessity", and as may be abbreviated to "CON", shall have the meaning set forth in A.R.S. §36-2201.

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

(e) The term "EMS Service Area," as used in this Agreement, shall mean all areas within the boundaries of the Certificate of Necessity as issued by DHS to Somerton and Automatic Aid Contract Areas of Somerton.

(f) The term "EMT-B" shall mean emergency medical technician-basic.

(g) The term "EMT-P" shall mean emergency medical technician-paramedic.

(h) The term "Ambulance" as used in this Agreement, shall mean vehicles used in the transport of those receiving (Emergency Medical Services) EMS having a certificate of registration pursuant to A.R.S. §36-2212. A "dedicated Ambulance" unit is an Ambulance dedicated to perform the services required under this Agreement in San Luis acquired by San Luis and leased to Somerton pursuant to subsection 8(a) of this agreement.

(i) The term "Service Area" shall mean that area of the municipal limits of the City of San Luis covered by the Certificate of Necessity issued to the City of Somerton for ground ambulance service by the Arizona Department of Health Services.

2. **Commencement Date.** This Agreement shall commence on the date that all of the following conditions are satisfied:

(a) Final approval of this Agreement by the parties hereto and execution hereof by their authorized agents.

(b) Final approval by the Arizona Department of Health Services.

3. **Term.** The term of this Agreement shall be for one (1) year from the date described in paragraph 2, above. Subject to appropriate approvals of the Arizona Department of Health Services, the Agreement shall automatically renew upon its' anniversary date unless one of the parties serves notice of cancellation and/or notice of renegotiation by delivering written notice to the other at least sixty (60) calendar days prior to the expiration of the Agreement. The continuation and automatic renewal shall continue from year to year until such time that written notice is served as described above.

4. **Dispatch System**. San Luis shall provide primary dispatch services to Somerton for all requests for Ambulance services in the Service Area. San Luis shall dispatch the dedicated Ambulance first, and if said ambulance is unavailable, shall provide a request for services to Somerton/Cocopah Fire Department, or other EMS provider, pursuant to the directions and/or policies of Somerton. In the event that Somerton is unable to respond to a request for service in the Service Area, San Luis reserves the right in its sole discretion to dispatch requests to other EMS service providers, or otherwise obtain the necessary transportation services. Dispatch services provided by San Luis pursuant to this section will be without charge to the Somerton. Any dispatch requests by San Luis to other EMS service providers will be performed in compliance with the laws of the State of Arizona.

5. **Acceptance**. Somerton shall accept and respond within response time requirements of Section 7 to all requests for Ambulance transportation dispatched by San Luis for incidents arising within the Service Area. When San Luis requests multiple Ambulances on a single incident, Somerton will be responsible for meeting the response time requirements for the first arriving Ambulance.

6. **Area of Responsibility**. Somerton shall be responsible for providing Ambulance transportation for all calls within the Service Area when requested by the San Luis. San Luis will request, and Somerton will provide Ambulance transportation in accordance with the terms of all contractual agreements, if any, that Somerton has in place with other governmental entities with jurisdiction over such responses.

7. **Response Time**.

Somerton's emergency response times shall conform to those approved by the Arizona Department of Health Services and set forth in the Certificate of Necessity as issued to Somerton. In making this provision, it is recognized that these standards for response times are greater than the standards set in the ordinances of the City of San Luis, and are compliant therewith.

8. **Ambulances and Locations**.

(a) San Luis shall acquire an ALS/BLS Ambulance. San Luis shall rent said ambulance to Somerton for the sum of \$1.00 per year. San Luis shall, at all times, be responsible for all costs of operation and maintenance of said ambulance as hereinafter provided. Somerton shall operate this ambulance as a dedicated 24-hour ALS Ambulance to meet the response time standards set forth in this agreement. This ambulance shall be stationed at the main fire station of San Luis. Somerton may also supplement the system with additional non-dedicated ambulance for use during periods of heightened demand within San Luis, to respond on behalf of dedicated units already dispatched to prior requests for service and/or to replace dedicated ambulances incapable of performing. The dedicated ambulance will be available for rescue service to the parts of the municipal limits of the City of San Luis not within the Service Area.

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

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 meet all applicable Federal, State, and local requirements and it shall be the responsibility of Somerton to assure that all Ambulances are operated within Federal (U.S. Department of Transportation), State (Arizona Department of Health Services and other State of Arizona agencies imposing requirements) and local guidelines (City, Fire Department and all other local guidelines and requirements). Guidelines include all applicable limitations on gross vehicle weight.

(b) Somerton shall monitor, through their established maintenance program, the condition and reliability of all dedicated ambulances. Somerton shall be responsible for maintaining current maintenance records and such records shall be available to San Luis upon request.

11. **Ambulance Maintenance.** San Luis shall be responsible for all costs of Ambulance maintenance and repair for the dedicated Ambulance, including but not limited to, all repair, preventative maintenance, parts replacement, labor and other actions necessary to keep the dedicated Ambulance in safe and efficient operating condition.

12. **Equipment and Supplies.** San Luis shall be solely responsible for the cost of providing all of the emergency medical equipment and supplies necessary for the dedicated Ambulance. The equipment and supplies shall be current in nature and maintained in accordance with standard medical practices, the laws of the State of Arizona, and regulations of DHS.

13. **Replacement of Disposable Supplies.** Whenever San Luis uses disposable supplies at a medical incident, and Somerton transports the patient, Somerton shall replace such disposable supplies used by San Luis. San Luis and Somerton shall mutually approve a list of disposable supplies to be replaced. Additionally, Somerton and San Luis shall establish by mutual agreement the methods used to replace the disposable medical supplies. The cost of disposable supplies for the dedicated

Ambulance shall be borne by San Luis, and San Luis may be reimbursed for these sums pursuant to paragraphs 34 (B) and (C).

14. **Administrative Control and Staffing.** The dedicated Ambulance shall be staffed by personnel of the Fire Department of San Luis. The dedicated Ambulance shall be staffed in accordance with the laws of the State of Arizona and the regulations of DHS. Scheduling of staff for the dedicated ambulance shall be, ultimately, the responsibility of Somerton. All ambulance crew personnel assigned to or available to drive the dedicated ambulance must complete a comprehensive emergency driver-training program and possess a valid Arizona driver's license in accordance with the Arizona Department of Transportation, Motor Vehicle Division requirements and all certification/licensing required by the Arizona Department of Health Services. Both parties recognize and agree that none of the staff assigned to the dedicated ambulance shall work more than sixty (60) consecutive hours without a ten (10) hour off duty rest interval. When manning the dedicated Ambulance, the personnel on said Ambulance shall be under the supervision, direction, and control of the Fire Chief of the Somerton/Cocopah Fire Department. The Fire Chief of San Luis is hereby appointed a Deputy Chief of the Somerton Cocopah Fire Department, at no cost to Somerton, for the purposes of scheduling, supervision, and operation of the dedicated Ambulance. Somerton has the right to refuse particular San Luis personnel.

15. **Reporting on Personnel.** San Luis and Somerton agree to cooperate with each other and exchange such information and analysis as may be necessary to evaluate the performance of personnel used for the dedicated Ambulance (including direct supervision and support personnel) in order for both parties to assess compliance with this agreement. San Luis agrees to notify Somerton of the terminated employment of any personnel used to staff the dedicated Ambulance (both voluntary and involuntary); and the immediate notification of the employment of new personnel (to include direct supervisory and support personnel) which may be used to staff the dedicated Ambulance. At the commencement date, San Luis shall use Firefighter Emergency Medical Technicians- Basic (EMT-B) and/or Firefighter Emergency Medical Technicians-Paramedic (EMT-P). If San Luis intends to switch either from Firefighter to Civilian EMT-B or Firefighter EMT-P to Civilian EMT-P, or vice versa, no later than ninety days prior to the first day of change, San Luis shall notify Somerton.

16. **Communications Personnel.** San Luis shall be responsible for the primary dispatch services for the Service Area.

17. **Central Dispatch Center.** Somerton's central dispatch center shall have sufficient communication link(s) to the San Luis Fire communications center. All requests for Ambulance services in the Service Area shall be coordinated with the San Luis Fire communications center.

18. **Radio Communications.** When Somerton utilizes the San Luis Fire Department communication system, they shall be required to adhere to Federal Communications Commission (F.C.C.) rules and regulations regarding radio communications.

Specific guidelines regarding direct Fire Department communications on the Fire Department communication system shall be by directive from the San Luis Fire Department. San Luis Fire Department shall be the authority regarding San Luis Fire Department communication system utilization.

19. **Attendants.** San Luis, under the supervision of the Fire Chief of the City of Somerton, shall staff and train medical attendants in accordance with the laws of the State of Arizona and regulations of DHS, including but not limited to the provisions of A.R.S. §36-2201(4). Personnel may be replaced with any other San Luis or Somerton personnel, subject to the laws, rules, and regulations of the State of Arizona, for the purpose of covering vacations, sick leave or other temporary absences. Supervision, direction and control of all personnel while staffing the dedicated ambulance shall be under the direction of the Fire Chief of the Somerton Cocopah Fire Department as provided above.

20. **Drivers.** San Luis shall hire and train, all drivers of the dedicated Ambulance in accordance with the laws of the State of Arizona and regulations of DHS. Such drivers shall be under the supervision, direction, and control of Somerton as provided above. Drivers shall be properly certified at the level of Emergency Medical Technician -Basic (EMT-B) or higher and have completed a comprehensive emergency driver-training program and possess an appropriate driver's license as provided in section 14 above. Somerton has the right to refuse assignment of particular San Luis personnel to staff the dedicated ambulance, as aforesated.

21. **Solicitation of Information.** Somerton and its agents and employees shall have the right to solicit information concerning any patient's accident and/or hospitalization insurance. Somerton 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 hospital. Somerton 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.

22. **Control of Scene.** San Luis Fire Department is responsible for scene management for all responders and patients at the scene within the municipal limits of the City of San Luis. Somerton is responsible for scene management for all responders and patients within the municipal limits of the City of Somerton. The appropriate local government authority will be responsible for scene management for all responders and patients for all calls occurring in locations other than the municipal limits of the parties to this agreement.

23. **Records.**

(a) Somerton shall cooperate with San Luis in San Luis'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, total elapsed time between dispatch and completion of transportation to the care facility. Such cooperation shall include, but not be limited to, patient records in accordance with Arizona Administrative Code provisions R9-25-514, R9-25-615, and R9-25-910(B)(6) as may be able to be provided in accordance with law.

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

(c) Somerton shall maintain and make available San Luis accurate and complete accounting records, and individual billings, for the operations of its Ambulance service. All accounting records shall be maintained and reported in accordance with standard accounting procedures and shall be subject to periodic audit at the discretion of San Luis.

24. Reporting Requirements. Somerton shall keep and maintain at its business offices accurate and complete accounting records for the operation of its Ambulance services. San Luis 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.

25. Cost of Service.

(a) All patient charges by Somerton 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. Somerton shall notify San Luis of any changes in the charges for services provided under this Agreement within (5) days after approval. San Luis is not responsible for non-payment of bills by individuals or other responsible parties whom patient care and transportation services have been rendered by Somerton.

(b) In the event a ground Ambulance is enroute to or has arrived on the scene, where Somerton did not treat or transport the patient, and circumstances deemed air transport necessary, subject to the provisions of A.R.S. §§36-2239(D) and (K), Somerton shall not charge San Luis or individual(s) for such response.

26. Training. Somerton agrees to work with San Luis to make available the personnel, equipment, and Ambulances necessary to participate in the all of the following.

(a) Orientation training in San Luis Fire Department operational procedures and patient care management for all new employees dedicated to this contracted area.

(b) Continuing education training for all response personnel to meet DHS requirements. Any training of San Luis personnel shall occur without cost or expense to Somerton. Any costs or expense of Somerton in the training of San Luis personnel shall be reimbursed by San Luis.

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

27. **Emergency Standby**. Somerton agrees to provide an Ambulance for emergency scene standby, at no charge to San Luis, when a fire or police incident commander has reason to believe a life-threatening emergency situation warrants an Ambulance standby.

28. **Transfer Policy**. San Luis shall advise Somerton 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, San Luis and Somerton hereby establish and agree upon the transfer policy attached hereto and incorporated herein as Attachment A specifically detailing such procedures. All transfer procedures may from time to time be amended by mutual written agreement of Somerton and San Luis. It is understood and agreed that such amendments may be subject to approval of the Department of Health Services prior to implementation. In such situations that require San Luis Fire Department personnel to accompany a patient in the Somerton's vehicle, Somerton agrees to return those personnel to their respective fire stations or units upon the transfer of patient care subject to emergency system demands.

29. **Insurance**.

(a) Somerton 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 federal, state, county, and local laws, ordinances, charters, rules, regulations and codes.

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

(c) Additional Insured. The insurance coverage, except Workers' Compensation and Professional Liability, required by this Contract, shall name San Luis, its agents, representatives, directors, officials, employees, and officers, as Additional Insureds, and shall specify that insurance afforded Somerton shall be primary insurance, and that any insurance coverage carried by San Luis or its employees shall be excess coverage, and not contributory coverage to that provided by Somerton. San Luis shall reimburse Somerton for any additional expense incurred by Somerton in insuring the dedicated Ambulance.

(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 Contract is satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this Contract, at the sole discretion of San Luis.

(e) Somerton agrees to obtain insurance policies under this Agreement only from those carriers having a financial rating of A plus 10 or better in the then current edition of Best Rating Guide, or in the alternative, be approved by San Luis as an otherwise acceptable carrier. Somerton shall arrange for insurance company to notify San Luis, in writing, of Somerton's default in payment of insurance premiums no less than thirty (30) days prior to any cancellation of the insurance and to agree to accept from San Luis, if San Luis so elects, payment of the insurance premiums to maintain the insurance coverage in full force and effect. In the event San Luis elects to pay the insurance premiums in arrears, it shall be entitled to recover any premium paid from Somerton. Nothing in this paragraph shall be construed to imply that the Contractor is covered by the City's insurance or self-insured retention.

30. **Minimum Insurance Coverage.** Somerton shall procure and maintain the following minimum insurance coverage.

(a) **Automobile Liability.** Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damages of not less than \$5,000,000, each occurrence with respect to Somerton's owned, hired, and non-owned vehicles assigned to or used in performance of Somerton's work or services.

(b) **Commercial General Liability.** Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence with a \$5,000,000 General 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 parties agree that General liability insurance policy written on a "claims made" basis is not acceptable. Such policy shall contain a "severability of interests" provision (a.k.a. "cross liability" and "separation of insured") and shall not contain a sunset provision or commutation clause, nor any provision, which would serve to eliminate third party action over claims.

(c) **Professional Liability.** Somerton providing the services required by this Contract 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 him, with an unimpaired limit of not less than \$5,000,000 each claim. In the event the insurance policy referred to in this paragraph 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) **Worker's Compensation.** Both San Luis and Somerton shall carry Workman's Compensation insurance to cover the obligations imposed by federal and state statutes

having jurisdiction of the respective employees of each subdivision engaged in the performance of the work or services being performed hereunder; 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 respective party to this agreement will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as provided by the parties hereto.

31. **Indemnity by Somerton.**

(a) To the fullest extent permitted by law, Somerton shall defend, indemnify and hold harmless San Luis, its Mayor and Council, appointed boards and commissions, officials, officers, and employees, individually and collectively from and against all claims, lawsuits or assertions of liability, caused in whole or in part by any negligent act or omission of Somerton or any of its employees or agents arising out of the operation of Ambulance units other than the dedicated Ambulance referred to herein.

(b) Somerton's duty to defend, indemnify and hold harmless San Luis, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense (including but not limited to 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 there from, caused in whole or in part by any negligent act or omission of Somerton or any of its employees or agents with regards to the operation of any of its Ambulances other than the dedicated Ambulance referred to herein.

(c) Somerton agrees to indemnify, defend and hold harmless the City, Mayor and Council, appointed boards and Commissions, officials, officers, and employees, individually and collectively from and against any and all penalties and damages incurred by San Luis as a result of Somerton's failure to obtain any permit or license required under, or to comply with any applicable laws, ordinances or regulations.

(d) The amount and types of insurance coverage requirements set forth in this Agreement will in no way be construed as limiting the scope of indemnity in this Section.

32. **Indemnity by San Luis.**

(a) To the fullest extent permitted by law, San Luis shall defend, indemnify and hold harmless Somerton, its Mayor and Council, appointed boards and commissions, officials, officers, and employees, individually and collectively from and against all claims, lawsuits or assertions of liability, caused in whole or in part by any negligent act or omission of San Luis or any of its employees or agents arising out of the operation of the dedicated Ambulance referred to herein.

(b) San Luis's duty to defend, indemnify and hold harmless Somerton, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense (including but not limited to 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 there from, caused in whole or in part by any negligent act or omission of San Luis or any of its employees or agents with regards to the operation of the dedicated Ambulance referred to herein.

(c) San Luis agrees to indemnify, defend and hold harmless Somerton, its Mayor and Council, appointed boards and Commissions, officials, officers, and employees, individually and collectively from and against any and all penalties and damages incurred by Somerton as a result of San Luis's failure to obtain any permit or license required under, or to comply with any applicable laws, ordinances or regulations.

(d) The amount and types of insurance coverage requirements set forth in this Agreement will in no way be construed as limiting the scope of indemnity in this Section

(e) San Luis agrees to indemnify and hold Somerton harmless from any and all claims, damage, loss or expense (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) that is attributable to any legal challenge to the efficacy of this agreement.

33. **Patient Information.** Somerton hereby agrees to abide by all policies, standards, and security procedures established by San Luis 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 Somerton.

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

35. **Basic Responsibilities.** Attached hereto, as Attachment C, is a non-exclusive listing of the basic responsibilities of the parties pursuant to this agreement.

36. **Revenues from Transports of Dedicated Ambulance and Reimbursement**

Somerton will charge fees for its services and the services of personnel staffing the dedicated Ambulance as appropriate and permitted. All billing and collection services will also be the responsibility of Somerton. Fees may only be charged as established by the Arizona Department of Health Services and in accordance with arrangements applicable to each Payer (including federal, state and local government Payers. For all

transports of the dedicated Ambulance, wherever performed, whether in the municipal limits of San Luis, the EMS Service Area or the Automatic Aid Contract Areas of Somerton, revenues from such transports of the dedicated Ambulance shall be disbursed as follows:

A. Somerton is to receive ten percent (10%) of all revenues collected from transports of the dedicated Ambulance for its administrative costs. In addition, Somerton is to receive such sums as is necessary to recover any extra insurance premiums incurred as a result of the dedicated Ambulance.

B. San Luis is to receive all sums after Somerton has received monies as provided in subsection 34.A above, until its costs of personnel for staffing the dedicated Ambulance, and costs for fuel, maintenance, repair, medical equipment and disposable supplies for the dedicated Ambulance are recovered. The cost of personnel shall not exceed \$_____ during the first year of this agreement, including salary, benefits, and overtime. Any increases in these costs shall not exceed the percentage allowed in A.R.S. §36-2234(E). Reimbursement of replacement supplies is limited to those supplies used on patients that are transported or otherwise treated. San Luis shall provide a monthly invoice for these costs to Somerton, and shall keep records of these costs. Somerton and its duly authorized representatives 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 records.

C. All monies received from billings for use of the dedicated Ambulance over and above monies needed to pay subsections 36.A and 34.B above shall be divided equally between Somerton and San Luis.

D. The funds are to be disbursed quarterly, or such other period as the parties may mutually agree upon. The parties hereto hereby agree to take into account any special provisions requested by the other as to the accounting of these funds. Any monies due for billings pursuant to subsection 36.B that remain unpaid shall accumulate and carry over to the next quarterly payment until paid. Payments shall be sent to San Luis at the address set forth herein. San Luis or its representative shall, at any time during usual business hours, have access to all records of Somerton relating to billings for and monies received for transports of the dedicated Ambulance and monies due Somerton pursuant to subsection 36.A above for the purpose of verifying statements rendered and payments made under the terms of this agreement.

E. Any assignment of sums for collection for transports of the dedicated Ambulance shall be subject to approval by both parties as to the terms and conditions of the collection. Any collection action shall be brought in the name of the City of Somerton.

37. Mediation and Default

A. Representatives. To further the cooperation of the parties in implementing this Agreement, Somerton and San Luis each shall designate and appoint a representative

to act as a liaison between Somerton and San Luis. The initial representative for the Somerton (the "Somerton Representative") shall be its Fire Chief and the initial representative for San Luis (the San Luis Representative) shall be its Fire Chief. The representatives shall be available at all reasonable times to discuss and review the performance of the parties to this Agreement. .

B. Mediation. In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the parties agree to attempt to settle the dispute by nonbonding mediation before commencement of litigation. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by San Luis and Somerton. In the event that the parties cannot agree upon the selection of a mediator within seven (7) days, then within three (3) days thereafter, Somerton and San Luis shall request the presiding judge of the Superior Court in and for the County of Yuma, State of Arizona, to appoint a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool. The cost of any such mediation shall be divided equally between Somerton and San Luis. The results of the mediation shall be nonbonding on the parties, and any party shall be free to initiate litigation subsequent to the moratorium.

C. Default. Failure or unreasonable delay by any party to perform any term or provision of this Agreement for a period of ten (10) days after written notice thereof from another party shall constitute a default under this Agreement. If the default is of a nature which is not capable of being cured within ten (10) days, the cure shall be commenced within such period, and diligently pursued to completion. The notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. In the event of a default hereunder by any party, the non-defaulting party shall be entitled to all remedies at both law and in equity, including, without limitation, termination, specific performance, and/or the right to perform the obligation (s) of which the defaulting party is in default and to immediately seek reimbursement from the defaulting party of all sums expended in order to cure such default, together with interest on all such sums from the date said sums are expended by the non-defaulting party for the purpose of curing the default to the date such sums are paid in full. Any actions specified in this, or any other, section will only be taken in compliance with A.R.S. §§ 36-2217, 2232-33, and subject to Arizona Department of Health Services approval.

38. Conflict of Interest; Representatives Not Individually Liable.

A. Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of either Somerton or San Luis shall have any personal interest, direct or indirect in this Agreement, nor shall any such member, official or employee participate in any decision relating this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested.

B. **No Personal Liability.** No member, official or employee of Somerton or San Luis shall be personally liable to either party to this agreement, or any successor or assignee, (a) in the event of any default or breach by either party, (b) for any amount which may become due to either party, or (c) pursuant to any obligation of either party under the terms of this Agreement.

39. **Miscellaneous Provisions**

A. **Notices.** All notices and communications provided for herein, or given in connection herewith, shall be validly made if in writing and delivered personally or sent by registered or certified United States Postal Service mail, return receipt requested, postage prepaid to:

If to San Luis: City Administrator
P.O. Box 1170
1090 East Union Street
San Luis, AZ 85349

If to Somerton: City Administrator
P.O. Box 638
110 North State Street
Somerton, AZ 85350

or such other addresses as either party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices given by mail shall be deemed delivered 72 hours following deposit in the United States Postal Service in the manner set forth above.

B. **Waiver.** No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

C. **Headings.** The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any of the provisions of the Agreement.

D. **Authority.** The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement.

E. **Compliance With A.R.S. § 23-214.** A.R.S. §23-214 imposes requirements upon employers to verify the employment eligibility of all of its employees as set forth in that statute and its related definitions. Both the City of Somerton and the City of San Luis will

not enter into a contract with any Company or its providers or subcontractors that is/are not are in compliance with the requirements of A.R.S. § 23-214. Both the City of Somerton and the City of San Luis hereby represent that they are in compliance with said law and will continue to be in compliance. By signing below, each represents and warrants that they are in full compliance with all federal, state, and local laws, rules, and regulations regarding employment eligibility of all its employees, including use of the requirements of A.R.S. § 23-214, and they shall remain in compliance during the term of this agreement.

F. Sudan and Iran. Pursuant to A.R.S. § 35-393.06, the parties hereto certify that they do not have a scrutinized business operation, as defined in A.R.S. Sec. 35-391(15), in either Sudan and/or Iran.

G. Entire Agreement. This Agreement, including the following exhibits, constitutes the entire agreement between the parties.

H. Amendment of the Agreement. This Agreement may be amended, in whole or in part, only with the mutual written consent of the parties to this Agreement or by their successor in interest or assigns. The parties shall record the amendment or cancellation in the official records of the Yuma County Recorder. Any future agreements, accords, covenants, extensions, amendments, contracts, or instruments shall be subject to approval of the Arizona Department of Health Services prior to implementation as may be provided by law.

I. Severability. If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

K. Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. The parties agree that venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Yuma County, Arizona, and the parties hereby waive any right to object to such venue.

L. Recordation of Agreement and Subsequent Amendment; Cancellation. This Agreement, and any amendment or cancellation of it shall be recorded in the official records of the Yuma County Recorder no later than ten (10) days after the parties execute such agreement amendment or cancellation. Any future agreements, accords, covenants, extensions, amendments, contracts, or instruments shall be subject to approval of the Arizona Department of Health Services prior to implementation as may be provided by law.

M. Attorney's Fees and Costs. If either party brings a legal action either because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing party will be entitled to reasonable attorney's fees and court costs.

N. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement, and no person or entity not a party hereto shall have any right or cause of action hereunder.

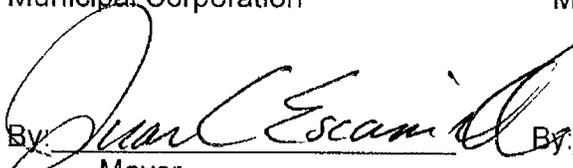
O. No Agency Created. Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship between the parties.

P. Non-Liability of City Officials and Employees Except for mandamus and other special actions, no member, official or employee of either Somerton or San Luis shall be personally liable to either party, or any successor in interest, in the event of any default or breach by either party or for any amount that may become due to either party or successor, or under any obligation under the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

THE CITY OF SAN LUIS, an Arizona
Municipal Corporation

THE CITY OF SOMERTON, an Arizona
Municipal Corporation

By: 

Mayor

By: 

Mayor

Attest:

Attest:

By: 

Clerk

By: 

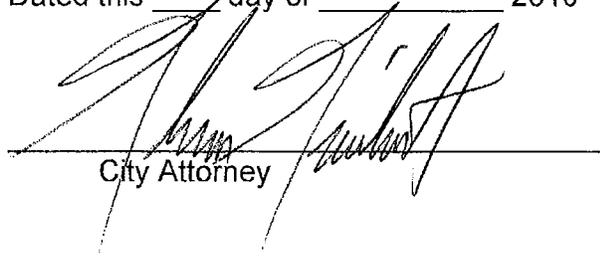
Clerk

APPROVAL BY ATTORNEY

I hereby state that I am an attorney for City of San Luis, State of Arizona, and pursuant to the provisions of A.R.S. 11-952(d) have determined that the above

agreement is in proper form and is within the powers and authority granted to The City of San Luis, Arizona under the laws of the State of Arizona.

Dated this _____ day of _____ 2010

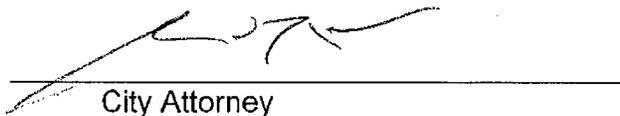


City Attorney

APPROVAL BY ATTORNEY

I hereby state that I am the attorney for the City of Somerton, State of Arizona, and pursuant to the provisions of A.R.S. 11-952(d) have determined that the above agreement is in proper form and is within the powers and authority granted to the City of Somerton, Arizona under the laws of the State of Arizona.

Dated this _____ day of _____ 2010



City Attorney

Attachment A

Patient Transfer Procedures

It is the policy of the San Luis and Somerton Cocopah Fire Departments to provide quality and efficient medical services to all injured or ill patients. The objective of this procedure is intended as a guide to the fire officer, ALS provider, and/or firefighter to act with the patient's well being in mind.

In order to facilitate the most efficient transfer of patient care from San Luis Fire Department to Somerton Cocopah Fire Department 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 San Luis Fire Department personnel, the Ambulance crew shall report to the Command Officer of the scene for possible assignments to assist in any additional care. These subsequent arriving personnel must avoid duplicating any patient assessment or treatment already completed and shall work under the direction of the Officer in Command of the incident.

Fire department paramedic personnel shall remain in charge of patient care until it is specifically relinquished to ambulance personnel.

The fire department paramedic in charge will determine the necessity for fire department personnel to accompany the patient to the hospital. When the fire department paramedic accompanies the patient(s) to the hospital, the fire department paramedic shall remain in charge of patient care.

The base station hospital will maintain control of the patient and will be the final authority regarding patient care once contact with the base station physician has been made.

When verbal and/or written reports are required, the following information will be conveyed on the patient condition:

- patient chief complaint
- all pertinent negative/positive physician findings and patient's current condition
- all patient treatment done up to time of transfer
- name and location of base station physician consulted and orders received (if applicable), and;
- patient destination

San Luis Fire Department shall provide a completed Fire Department EMS incident report signed by the San Luis Fire Department Paramedic.

Attachment B
HIPPA Reporting Requirements

- A. **Definitions.** Terms used, but not otherwise defined, in this Contract shall have the same meaning as those terms in 45 CFR Sections 160.103 and 164.501. For purposes of this Exhibit, Business Associate means San Luis Fire Department.
- B. **Obligations and Activities of Business Associate.** In conformity therewith, the Business Associate agrees that it will:
- 1 Not use or further disclose Protected Health Information (PHI) except as permitted under the Contract or required by law.
 - 2 Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by the Contract.
 - 3 To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Contract.
 - 4 Report to Somerton any use or disclosure of PHI not provided for by this Contract of which Business Associate becomes aware.
 - 5 Ensure that any agents or subcontractors to whom Business Associate provides PHI, or who have access to PHI, or who the Business Associate receives PHI from, agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI;
 - 6 Make PHI available to Somerton and to the individual who has a right of access as required under HIPAA within thirty (30) days of the request by Somerton regarding the individual;
 - 7 Incorporate any amendments to PHI when directed by Somerton;
 - 8 Provide an accounting of all uses or disclosures of PHI made by Business Associate as required under the HIPAA privacy rule within sixty (60) days; and
 - 9 Make its internal practices, books and records relating to the use and disclosure of PHI available to Somerton or Secretary of the Department of Health and Human Services for purposes of determining Business Associate's and Somerton's compliance with HIPAA.
- C. **Permitted Uses and Disclosures by Business Associates.** The specific uses and disclosures of PHI that may be made by Business Associate on behalf of Somerton include:
1. To perform functions, activities, or services for, on behalf of, Somerton as specified in the Intergovernmental Agreement and in compliance with the Privacy Rule;
 2. For proper management and administration of the Business Associate to carry out the legal responsibilities of Business Associate;
 3. As required by law;
 4. Other uses or disclosures of PHI as permitted by the HIPAA privacy rule.