

MUTUAL-AID / EMS DISPATCH AGREEMENT

THIS MUTUAL-AID / EMS DISPATCH AGREEMENT ("Agreement") is entered into on the _____ day of _____, 2026, by and between Lake Havasu City ("City"), and River Medical, Inc., dba Life Line Ambulance, Certificate of Necessity ("CON") Number 94 ("Contractor"), also individually referenced as "Party" or collectively as "Parties."

RECITALS

- A. Whereas, City desires to provide for the health, safety and general welfare of its citizens and inhabitants with respect to emergency medical services; and,
- B. Whereas, City provides emergency medical services for members of the public through the operation of City's Fire Department; and,
- C. Whereas, City desires to have Contractor participate in emergency medical services in City and Contractor desires to receive such requests for service; and,
- D. Whereas, City 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 CON, Number 94, issued by the Arizona Department of Health Services ("DHS"), which allows Contractor to provide emergency medical services, including Ambulance services within an approved service area which includes the City's territorial jurisdiction; and
- F. Whereas, City is the holder of a current CON, Number 159, issued by the DHS, which allows the City to provide emergency medical services, including Ambulance services within an approved service area which includes the City's territorial jurisdiction.

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 Ambulance" or "BLS Ambulance," as used in this Agreement, shall mean an Ambulance which contains the equipment, supplies and staff to provide Advanced Life Support or Basic Life Support, as those terms are defined by A.R.S. § 36-2201(3) and (8).
- (b) The term "DHS," as used in this Agreement, shall mean the State of Arizona Department of Health Services.

- (c) The term “EMS Service Area,” as used in this Agreement, shall mean all areas within the boundaries of the City that are also within Contractor’s CON service area.
- (d) The term “Ambulance,” as used in this Agreement, shall mean the same as defined in A.R.S. § 36-2201(5). Notwithstanding the foregoing, any reference to Ambulance herein requiring obligations of Contractor shall only apply to Ambulances of Contractor and shall not be applicable to any City owned and/or operated Ambulances.
- (e) The term “Code 3 Call,” as used in this Agreement, shall mean an emergency response call in which red lights and sirens are requested at the time of initial request, and red lights and sirens are used up and until arrival on the scene of an incident. All responses within City’s EMS response area shall be considered Code 3 unless otherwise specified by the City’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 City’s 9-1-1 Emergency Dispatch Center was for a Code 2 Call, but was upgraded by the City’s 9-1-1 Emergency Dispatch Center or responding fire unit based on updated information to a Code 3 Call prior to the Ambulance’s arrival on the scene of an incident.
- (f) The term “Designated Ambulance” as used in this Agreement, shall mean those units that would be located within the EMS Service Area to serve the purpose of this Agreement. Nothing shall bind these units from responding outside of the EMS Service Area when they are the closest appropriate certified ambulance for pending 911 emergency traffic. When a “Designated Ambulance” responds outside the EMS Service Area, the ambulance provider must notify the City 9-1-1 Emergency Dispatch Center
- (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 is not requested by the City’s 9-1-1 Emergency Dispatch Center.
 - (ii) A call in which the initial request by the City’s 9-1-1 Emergency Dispatch Center is for a Code 3 Call, but is downgraded by the City’s 9-1-1 Emergency Dispatch Center or responding fire unit to a Code 2 Call prior to the Ambulance’s arrival at the scene of an incident.
- (h) The term “Response Time” as used in this Agreement, shall mean the total elapsed time starting with receipt of notification or dispatch by the City’s Emergency 9-1-1 Dispatch Center, and ending when the Ambulance arrives at the dispatched location. For a call which was upgraded from Code 2 Call to Code 3 Call prior to Ambulance’s arrival on the scene of an incident, Response Time shall mean the total elapsed time starting with receipt of notification of upgrade to Code 3 Call and ending when Ambulance arrives at the dispatched location.

2. Term/Termination

(a) Term. The term of the Agreement shall commence on September 1, 2026, and continue until September 1, 2029, unless earlier terminated as provided herein. The Parties may extend this Agreement for up to three additional three-year periods by written amendment.

(b) Termination

- (i) Termination upon Notice. Subject to applicable law, either Party may terminate the Agreement for any reason, at any time, upon 60 days' written notice to the other Party. Such termination shall be effective 60 days after the date of such notice. No termination upon notice shall act as a waiver of any rights granted under the Agreement, or at law or in equity, for any unresolved conflicts under the Agreement.
- (ii) Termination for Life Safety Issues. The Parties may immediately terminate the Agreement if it determines that a significant or persistent failure to meet the requirements of the Agreement may endanger the public health or safety.

3. Extension of Services

Services provided by City may be extended beyond the initial EMS Service Area due to annexations by City, and/or mutual aid/or backup agreements entered into by City, during the term of the Agreement. Contractor shall be given 30 days' notice of any change to the EMS Service Area in order to appropriately prepare to meet the response time requirements in the new area. In the event any EMS Service Area growth materially alters Contractor's obligations hereunder, the Parties will meet in good faith and modify the Agreement as appropriate. Contractor shall not be required to provide Ambulance service under this Agreement outside of its CON service area. Additionally, any modifications to the EMS Service Area are subject to prior review and approval by DHS.

4. Ambulance Service Requests

Both Parties shall be responsible for providing emergency medical services, including Ambulance service for all calls within the EMS Service Area. In the event that Contractor and the City are unable to respond to requests for service within the terms of this Agreement, City or the Contractor reserves the right, to dispatch requests to other certificated EMS service providers.

5. Response to All Ambulance Requests

Both Parties shall accept and respond, within the response time requirements of Section 6 to all requests for Ambulance transportation dispatched by City to that particular Party for incidents arising within the EMS Service Area.

6. Response Time Requirements

- (a) Both Parties must meet the response times listed in their individual CON as regulated by the DHS Bureau of Emergency Medical Services.
- (b) Arrival on Scene: For all types of requests for Ambulance service, the response time clock shall be stopped by “unit arrived on scene” transmission via Mobile Data Computer/Automated Vehicle Locator (“MDC/AVL”) or radio to the responding agency’s Emergency Dispatch Center. Such transmission shall not be made until the Ambulance actually arrives and is stopped at the specific address or location where the Ambulance will 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 crew arrives at the designated staging area. Both the City and the Contractor response times in the EMS Service Area shall be made available to the other Party upon request.
- (c) Contractor, at its sole costs and expense (including without limitation payment by Contractor of any applicable licensing fees), will provide its own MDC/AVLs on each Designated Unit or other Ambulance used to provide service in City. Contractor’s MDC/AVLs shall be compatible with the City’s computer dispatch system solely for the purpose of displaying the real-time geographic location, unit identifier, and operational availability/status of Contractor’s Ambulances
- (d) The City agrees to provide an electronic message to Contractor dispatch upon City dispatch determination that Contractor’s resource is to be assigned to an incident request. The electronic message shall contain incident detail to include location, call nature, response mode, partner agency response and any additional requirements, e.g., staging, hazmat concerns or other incident critical information. Means and mode of messaging shall be determined to meet all necessary requirements including security and timeliness.
- (e) Both Parties shall conduct an annual Response Time evaluation to determine Contractor’s and City’s compliance with the response time requirements set forth in Section 6(a) and the CON. At the request of either Party, representatives of City and Contractor shall meet or confer regarding any issue relating to either Party’s response time compliance. This will allow both Parties to review deployments and make changes as needed.
- (f) When City requests multiple Ambulances on a single incident, Contractor will be responsible for meeting the response time requirements of Section 6 for the first arriving Ambulance only.
- (g) The Parties acknowledge and agree that nothing in this Section 6 is intended to modify their current practices for calculating and reporting Response Times.

7. Ambulances and Locations

- (a) Both Parties shall meet the Response Time standards set forth in Section 6. Each Party shall provide the other Party with a list of units designated for use in City (“Designated

Units”), and the locations of such Ambulance units. Contractor shall operate a minimum of two (2) designated Ambulances in the City’s EMS CON service area.

- (b) At all times, both Parties shall comply with sub-operation station requirements as required by their respective CONs, Arizona law, and the rules and regulations set forth by DHS.

8. ALS/BLS Requirements for Ambulances

- (a) BLS Ambulances shall be equipped and staffed to provide medical treatments, procedures, and techniques which may be administered or performed by an Emergency Medical Care Technician (“EMCT-B”).
- (b) ALS Ambulances shall be equipped and staffed to provide medical treatments, procedures, and techniques which may be administered or performed by a Paramedic.

9. City’s Full-Time Ambulance(s), and In-Demand Ambulance

City will operate two (2) full-time twenty-four hour per day Ambulances. City is responsible for purchasing and equipping its full-time Ambulances and it will not receive equipment or services free of charge from any entity in operating the Ambulance. City may use those Ambulances for all types of transports authorized under City’s CON. When City’s 9-1-1 Emergency Dispatch Center receives a call that requires an Ambulance transport, of the type that either City or Contractor is legally authorized to handle, the City’s 9-1-1 Emergency Dispatch Center shall dispatch the closest appropriate staffed Ambulance unit to the call based on the City’s CAD / AVL recommendation and level of care needed for the incident.

City shall also have the ability to operate one (1) additional “in-demand” Ambulance, which shall be used to provide 9-1-1 Ambulance services within City during excessive Ambulance activity so as to provide an additional safety net of Ambulance coverage. City is responsible for purchasing and equipping the “in-demand” Ambulance and it will not receive equipment or services free of charge from any entity in operating the Ambulance. This unit may be used for stand-by events, where transport may be required. In addition, this unit may be put in service when all designated ambulances within the City limits as outlined in this Agreement are already committed to incidents or unavailable and City’s Emergency 9-1-1 Dispatch Center contacts River Medical Dispatch Center to determine if any non-designated ambulances are available within City limits. If there are no available ambulances the On-Duty Battalion Chief, Fire Chief or designee may put an in-demand ambulance in-service, if City resources are available.

“In-demand” for the purpose of this Agreement and CON only, is defined as any of the following circumstances:

- Contractor or City requests use of the “in-demand” ambulance.
- Contractor or City remove two or more ambulances otherwise designated to operate within City limits.
- Contractor or City requested a response pursuant to a mutual agreement (as permitted by law).

- Contractor or City requested a response under a backup agreement (as permitted by law); or where a response is requested by another service areas dispatch or where excessive demand, unusual weather activity, or other extenuating circumstances place a surge upon Ambulances otherwise available to the City EMS Service Area.

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. Designated Units shall include the following:
 - (i) Ambulance branding will include the words “Serving Lake Havasu City” legibly printed on both sides of the Ambulance and be labeled in compliance with A.A.C. R9-25-1006.
 - (ii) Each Ambulance shall be identified as to its call sign.
 - (iii) Designated Units’ mileage will not exceed 300,000.
- (b) Contractor shall provide a list of all Designated Units used to provide service under this Agreement. This list shall include vehicle identification number, make, model, year of manufacture, current mileage and most recent DHS registration/inspection. This list shall be provided upon request of City during the term of this Agreement.

11. Ambulance Maintenance

Both Parties shall be independently responsible for all maintenance and repair of their respective Ambulances, 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.

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 Designated Unit, or any other Ambulance used to provide EMS service for the EMS Service Area the following equipment:

- (a) Contractor shall purchase and install, at its sole cost and expense, all necessary equipment required for Contractor to communicate on City’s communications system.
- (b) Cellular telephones and radios capable of communicating with the appropriate medical radio channel, both located in the rear compartment of the Ambulance.

(c) Child restraint seating.

(d) Mobile computer, docking station, AVL equipment and portable radios that will allow for the dispatch and coordination of Contractor's Ambulance by City's dispatching authority.

13. Disposable Medical Supplies

Each Party shall be responsible for providing all medical disposable supplies at its own cost for its Ambulances. In the event a Party utilizes medical disposable supplies of the other Party at a medical incident, the Party shall replace those supplies.

14. 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. Both Parties 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 maintain continuing education programs for communications personnel.

15. Contractor's Central Dispatch Center

All Ambulance service requests shall be coordinated through City's 9-1-1 Emergency Dispatch Center. Contractor's central dispatch center shall have sufficient communication link(s) to City's 9-1-1 Public Safety Answering Point located at City'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.

16. Radio Communications

When Contractor utilizes City's Emergency Radio Communications System, Contractor shall be required to adhere to Federal Communications Commission 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 Fire Department. City shall be the authority regarding Fire Department communication system utilization.

17. Management and Supervisors

Both Parties shall hire and maintain properly educated, trained, and experienced personnel to serve in managerial and supervisory positions.

18. Attendants

Both Parties shall hire, train, and supervise all medical attendants employed, in accordance with the laws of the State of Arizona and regulations of DHS. Attendants shall be properly certified Emergency Medical Care Technician - Basic (EMCT-B) and/or EMCT Paramedic.

19. Operator

Both Parties shall hire, train, and supervise all operators of Ambulances employed, in accordance with the laws of the State of Arizona and regulations of DHS. Operators shall be properly certified and shall have completed a comprehensive emergency driver training program and possess an appropriate driver's license.

20. Records

Both Parties shall maintain records retention based on their policy regarding the personnel dispatched and related information on each Ambulance responding under this Agreement. These records shall be made available upon request.

21. Problem Resolution

All problems and issues between City and Contractor, regarding contract requirements or operational concerns, shall be handled promptly utilizing the Problem Resolution Procedure, attached hereto and incorporated herein as Attachment A.

22. Cost of Service

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 that are approved by DHS. City shall not be responsible for any portion of the cost of Ambulance services provided by Contractor under this Agreement. Contractor shall not be responsible for any portion of the cost of Ambulance services provided by City under this Agreement.

23. Training

Contractor agrees to make available the personnel, equipment, and Ambulances necessary to participate in training exercises upon request.

24. Emergency Standby

Contractor agrees to provide an Ambulance for emergency scene non-dedicated standby, for a maximum of 30 minutes at no charge to City, when a fire or police incident commander decides in their discretion that a life-threatening emergency situation warrants an Ambulance standby or when the City's Ambulances are not available.

25. Transfer Policy

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

26. Indemnity by Contractor

- (a) To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, upon the assertion of a claim shall defend, indemnify and hold harmless City (including City's elected officials, agents, officers, directors, volunteers and employees, individually and collectively) from and against all allegations, 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 City 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 City.
- (c) Contractor agrees to indemnify, defend and hold City harmless from and against any and all penalties and damages incurred by City 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.
- (d) This indemnity shall survive and remain enforceable for six years after the expiration or termination of this Agreement, including actions commenced within such time period. There shall be full cooperation of the indemnified Party in defending such claim or demand. Nothing herein shall prevent either Party from conducting its own defense or any such claim or demand at its own expense.

27. Indemnity by City

- (a) To the fullest extent permitted by law, City, its successors, assigns and guarantors, upon the assertion of a claim shall defend, indemnify and hold harmless Contractor (including Contractor's board members, agents, officers, directors, and employees, individually and collectively) from and against all allegations, claims, lawsuits or assertions of liability,

caused in whole or in part by any negligent or intentional act or omission of City, or any of its employees or agents in the performance of its services under this Agreement.

- (b) City'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 City, anyone directly or indirectly employed by City or anyone for whose acts City may be liable, regardless of whether such claim, damage, loss or expense is caused in part by a Party indemnified hereunder, including Contractor.
- (c) City agrees to indemnify, defend and hold Contractor harmless from and against any and all penalties and damages incurred by Contractor as a result of City'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.
- (d) This indemnity shall survive and remain enforceable for six years after the expiration or termination of this Agreement, including actions commenced within such time period. There shall be full cooperation of the indemnified Party in defending such claim or demand. Nothing herein shall prevent either Party from conducting its own defense or any such claim or demand at its own expense.

28. Compliance with Law; Effect of Change in Law

Contractor and City 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 the False Claims Act, Anti-Kickback Statute (42 U.S.C. § 1320a-7b), and 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 statute or administrative regulation regarding the provision of Ambulance service to the public.

If there is a change in federal or state law, rule or regulation; or a change in any interpretation of such laws, rules, or regulations; or a change in factual circumstances, that might render any of the material terms of this Agreement unlawful or unenforceable, or materially affect a Party's ability to implement this Agreement, or creates a serious risk of assessment, sanction, penalty or other significant consequence to be imposed by a governmental authority, then, time permitting and to the extent reasonably possible, and upon the request of either Party materially affected by any such change in circumstances, the Parties will enter into good faith negotiations for the purpose of establishing such amendments or modifications as may be appropriate in order to accommodate the new requirements and change of circumstances while preserving the original intent of this Agreement to the greatest extent possible. If the Parties are unable to reach an agreement as to how or whether this Agreement will continue, then either Party may terminate this Agreement upon 30 days' prior written notice, or earlier if the change in law or circumstances is effective before then.

29. Cancellation under A.R.S. § 38-511

Contractor is advised that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511.

30. Patient Information

To the extent allowed by law, Contractor hereby agrees to abide by all policies, standards, and security procedures established by City and DHS relating to the release of personally identifiable information relating to any individual treated or transported by Contractor's personnel.

31. HIPAA Reporting Requirements

During the course of performing this Agreement, each Party may from time to time receive confidential information – aside from Protected Health Information as defined by the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”) – about the other including but not limited to information about the Party's customers, patients, practices, procedures, strategies, organization, financial and other related information. Neither Party shall use or disclose any such confidential information for any purpose other than the limited purpose of performing its obligations under this Agreement, without the prior express written permission of the supplying Party. All documents and records prepared, maintained, handled or otherwise related to Contractor's performance of services hereunder are and shall be the property of Contractor. Contractor's copyrighted materials, confidential information and procedures shall be and remain the sole property of Contractor.

Further, the Parties agree to comply with the provisions set forth in Attachment C. The City's obligations under this subpart shall survive the expiration or termination of this Agreement regardless of the reason for such expiration or termination.

32. Attorneys' Fees

In the event of any litigation or other proceeding arising from or relating to this Agreement, the prevailing Party shall be entitled to recover its reasonable costs and attorneys' fees.

33. 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, Mohave County, Arizona, and the Parties agree to submit to the jurisdiction of that court.

34. Exclusive Ambulance Operator

City acknowledges and agrees that the terms of this Agreement shall create an exclusive relationship between City and Contractor for the provision by Contractor of Ambulance

transportation services within the EMS Service Area. During the term of this Agreement, other than for mutual aid, City 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 unless the Contractor is unable or unwilling to continue providing Ambulance transportation services in the EMS Service Area.

35. 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.

36. Non-Disparagement

City and Contractor agree that neither they, nor anyone acting on their 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, either informally or through the Problem Resolution Procedure specified in Attachment A. Notwithstanding the foregoing, nothing herein is intended to prevent or prohibit reporting to any regulatory authority, as may be required by law.

37. Assignment; Use of Subcontractors

No assignment of this Agreement or subcontract shall be made by Contractor with any other party for furnishing any of the services herein contracted for without the advance written consent of City. 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. Contractor is responsible for contract performance whether or not subcontractors are used.

38. Independent Contractor

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 City and further agree that no right of City'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 City harmless with respect thereto.

39. Entire Agreement

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement. All prior and contemporaneous agreements, representations and understanding of the Parties, oral or written, are superseded by and merged in this Agreement. No supplement, modification or amendment to this Agreement will be binding unless in writing and executed by Contractor and City.

40. Incorporation

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

IN WITNESS WHEREOF, the Parties hereto have signed.

Lake Havasu City

By: Cal Sheehy
Title: Mayor

Signature: _____

Date: _____

By: Kelly Williams
Title: City Clerk

Signature: _____

Date: _____

River Medical., Inc. dba Life Line Ambulance, Certificate of Necessity (“CON”) Number 94

By: Glenn Kasprzyk
Title: Regional President - Southwest

Signature: _____

Date: _____

Attachment A

Problem Resolution Procedure

Objectives

1. To provide City and Contractor with a means to identify and resolve issues relating to the Agreement as they arise.
2. To institute a workable procedure for resolving issues that cannot be resolved on an informal basis.

Introduction

The majority of issues arising from disagreements in patient management with an 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 might not lend themselves to determination between the involved individuals and might require a progressive process involving management for ultimate resolution. The following paragraphs outline the steps for problem clearance as it relates to the Agreement.

This procedure applies to all types of disputes between the parties, including but not limited to:

- 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 and fines.

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 through 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 is not possible for any reason, the parties involved in the issue should present their concerns in writing with available facts to the immediate supervisors

of the personnel involved, 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(s) 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 the 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 a representative designated at the time by each agency. Issues of this magnitude may include, but are not limited to, problems with contracted service, failure to comply with the Agreement, or timely corrective action of situations discussed in Steps 1 and 2. Situations of this significance will be forwarded to the Regional Director, Fire Chief, or other agency representative(s).

The designated representative 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. Such resolution shall be delivered to Contractor in writing and shall include the timelines under which any corrective action shall occur.

Step 4

Any issue that the parties are unable to resolve through Steps 1 through 3 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 the American Arbitration Association (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 City, as applicable, including the suing party, thereafter, to require submittal of the Dispute to arbitration. Contractor or City 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 Mohave County, Arizona.
- (ii) The arbitration shall be administered by a single arbitrator agreed upon by both parties. All disputes shall be determined by one arbitrator, except that, if the amount in controversy exceeds five million dollars (\$5,000,000), then upon the request of any party, the dispute shall be decided by three (3) 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 time barred. For purposes of the application of the statute of limitations, the service on a party of a notice of dispute and demand for arbitration is the equivalent of the filing of a lawsuit.
- (vi) Any dispute concerning this arbitration provision, including any dispute as to the validity or enforceability of this provision, or whether a dispute is arbitrable, shall be decided 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 arbitrator shall have the power 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.

(c) By agreeing to this Attachment, the parties irrevocably and voluntarily waive any right they may have to a trial by jury in respect to any dispute.

Attachment B

Patient Transfer Procedures

It is the policy of Lake Havasu City (“City”) 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, City paramedic, Contractor, 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 City to Contractor for patient transportation and/or treatment, the following transfer procedures have been adopted.

When City personnel arrive first on the scene

Upon Ambulance arrival at the scene of a medical emergency where patient care is being provided by City personnel, the Contractor crew shall report to the City officer in command of the scene for possible assignments to assist in any additional care.

When Contractor personnel arrive first on the scene

When the Ambulance has arrived on the scene of an EMS incident, prior to the arrival of a City unit, the officer in charge of the subsequently arriving City unit will seek out the Contractor attendant in charge for a report on patient care that has already been provided. The officer in charge and crew shall provide any assistance with possible assignments to assist in additional medical care. Any additional resource, incident or scene needs and or concerns shall be at the discretion of the officer in charge following the incident command structure within the EMS Service Area.

In all Situations

The first arriving paramedic in charge in consultation with the other organization’s paramedic at the scene will determine the necessity for additional personnel to accompany the patient to the hospital following the protocols set forth by the first arriving Paramedic Base Hospital Medical Direction, Guidelines and or Protocols. When the City paramedic accompanies the patient(s) to the hospital, patient care shall be a collaborative effort between Contractor and City.

For those transports where a City paramedic accompanies the patient(s) to the hospital in the Contractor’s Ambulance, the City is responsible for the timely completion and submission of electronic pre-hospital care records to both the Contractor and the receiving facility.

Once contact with the base station physician has been made, the base station hospital will take control of the patient and will be the final authority regarding patient care.

When verbal and/or written reports regarding a patient are required, between City personnel and Contractor personnel, the following information will be conveyed on the patient’s condition, in addition to any other relevant information:

- patient's chief complaint
- all pertinent negative/positive physical findings
- 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

All loading of patients into the Ambulance will be the responsibility of Contractor personnel. City personnel will assist in the loading of the patient upon request of Contractor personnel. When requested by Contractor, City will provide additional personnel to assist during transport, if available.

It shall be the responsibility of all agencies providing patient care to cooperate and assist in the treatment and transportation of patients.

Attachment C

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (hereinafter, “Agreement” or “BAA”) is made effective _____, 2026, by and between River Medical, Inc. dba Life Line Ambulance, (hereinafter, “AMR”), and Lake Havasu City (hereinafter, “City”), (hereinafter, collectively “Business Associates” or “Business Associate” or “party” or “parties”). The parties agree as follows:

1. **Background.** The parties are 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, including the Health Information Technology For Economic and Clinical Health Act of 2009 (“HITECH Act”), as amended from time to time, including as amended by the Final Rule issued by the Secretary of the Department of Health and Human Services (the “Secretary”) on January 17, 2013, the parties are required to affirmatively and proactively protect the disclosure of patient information (e.g., patient care records, CAD records, dispatch communications involving patient information, etc.) that is defined as Protected Health Information (“PHI”), whether in electronic format or otherwise, under HIPAA and the HITECH Act, and to request certain assurances from its business associates of their compliance with the law. The parties provide emergency and non-emergency medical transportation, fire protection and other related services to the communities it serves. Patient information is exchanged between parties pursuant to the parties’ relationship. When PHI is provided in the course of the parties’ relationship, PHI must be handled in accordance with this Agreement pursuant to HIPAA and the HITECH Act. All references to PHI in this BAA refer to PHI that the parties receive from one another, unless the specific provision of the BAA provides a different meaning.
2. **Definitions.** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 C.F.R. Parts 160 and 164.
3. **Obligations and Activities of Business Associate.** The Business Associate agrees that it will:
 - a) Not use or further disclose PHI except as permitted under this BAA or required by law.
 - b) Use the appropriate safeguards listed in subsection (d) below to prevent use or disclosure of PHI except as permitted by this BAA.
 - c) Mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this BAA.
 - d) Implement administrative, physical and technical safeguards, policies, and procedures that reasonably and appropriately protect the confidentiality, integrity and availability of all PHI that Business Associate creates, receives, maintains or transmits on behalf of the other party. Specifically, Business Associate will comply

with 45 C.F.R. §§ 164.306 (Security Standards), 164.308 (Administrative Safeguards), 164.310 (Physical Safeguards), 164.312 (Technical Safeguards), 164.314 (Organizational Safeguards), and 164.316 (Policy and Procedures and documentation requirements).

- e) To the extent Business Associate is to carry out one or more of party's obligations under Subpart E of 45 C.F.R. § 164, comply with the requirements of Subpart E that apply to a "covered entity" in the performance of such obligations.
- f) Report to the other party any use or disclosure of PHI not provided for by this BAA of which Business Associate becomes aware, as more fully described in Section 7 below.
- g) Alert the other party of any Security Incident (as defined by the HIPAA Security Rule and the HITECH Act) that involves the PHI of such other party, of which Business Associate becomes aware, including providing information about the steps Business Associate has taken to mitigate any potential security compromise that might have occurred, and any loss of data or other information system compromise as a result of the incident.
- h) Ensure that any agents or subcontractors who might have access to PHI that was created, received, maintained or transmitted on behalf of the other party, agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI.
- i) Ensure that any agent or subcontractors to whom Business Associate provides PHI that was created, received, maintained or transmitted on behalf of the other party, agrees to implement reasonable and appropriate safeguards as listed above in subsection (d) and other restrictions, conditions and requirements that apply to Business Associate, to protect the confidentiality, security, and integrity of PHI.
- j) Within thirty (30) days of a request by the other party, Business Associate agrees to provide access to PHI in a designated record set to an individual in order for that party to comply with the requirements under 45 C.F.R. § 164.524. Business Associate further agrees to make available PHI for amendment, and incorporate any amendments to PHI in a designated record set, in order for the other party to comply with 45 C.F.R. § 164.526.
- k) With forty-five (45) days of notice to Business Associate that the other party has received a request for an accounting of disclosures of PHI, other than related to the treatment of a patient, the processing of payments related to such treatment, or the health care operations of a covered entity or its business associate and not relating to disclosures made earlier than six (6) years prior to the date on which the accounting was requested, Business Associate shall make available such information as is in Business Associate's possession and is required for the other party to make the accounting required by 45 C.F.R. § 164.528.
- l) Make its internal practices, books and records relating to the use and disclosure of PHI available to the other party or to the Secretary for purposes of determining Business Associate's compliance with HIPAA and/or otherwise required by law.
- m) Except as otherwise permitted by law, Business Associate shall not directly or indirectly receive remuneration in exchange for a disclosure of PHI without the subject individual's valid authorization.

4. **Permitted Uses and Disclosures by Business Associates.** Business Associate shall use or disclose PHI for the following purposes only:
- (a) To perform functions, activities, or services , as set forth in the parties’ Mutual Aid/ Dispatch Emergency Ambulance Transportation Agreement, and in compliance with the HIPAA Privacy and/or Security Rules and the HITECH Act;
 - (b) As permitted or required by law;
 - (c) For the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate,
 - (d) As permitted by the HIPAA Privacy and Security Rules, the HITECH Act, or this BAA.
5. **Minimum Necessary.** To the extent required by the HITECH Act, Business Associate shall limit its use, disclosure or request for PHI to the minimum necessary to accomplish the purpose of the intended use, disclosure or request, respectively, consistent with the Secretary’s guidance on what constitutes “minimum necessary” for purposes of HIPAA.
6. **Notices.** All notices or other communications which are required or permitted under this BAA shall be in writing and sufficient if delivered by hand; by receipt confirmed facsimile transmission; by registered or certified mail, postage pre-paid; or by pre-paid courier or nationally recognized overnight carrier, delivery expense paid, to the person at the addresses set forth below (or at such other address as may be provided hereunder). All such notices and other communications shall be deemed to have been given and received (i) in the case of personal delivery, on the date of such delivery, (ii) in the case of delivery by telecopy, on the date of such receipt confirmed delivery, (iii) in the case of delivery by nationally-recognized overnight carrier, on the business day following dispatch, and (iv) in the case of mailing, on the second business day following such mailing.

To AMR:

AMR
8465 N. Pima Road
Scottsdale, Arizona 85258

Attn: Regional Director

American Medical Response, Inc.
6363 S. Fiddlers Green Circle, 14th Floor
Greenwood Village, Colorado 80111
Attn: General Counsel

To Lake Havasu City:

Lake Havasu City
2330 McCulloch Blvd N.
Lake Havasu City, AZ 86043

Attn: City Attorney Office

Lake Havasu City
2330 McCulloch Blvd N
Lake Havasu City, AZ 86403

Either party may change the notification addresses listed above by written notice to the other party.

7. **Breach Notification.** Business Associate agrees to fully assist the other party in complying with its breach notification obligations under the HITECH Act by providing the following assurances to AMR:
- a) After the discovery of a Breach of Unsecured PHI, Business Associate shall provide notice of such actual or suspected breach to AMR in accordance with this Agreement, as follows:
 - (i) Notify the other party within three (3) business days of the discovery of the Breach;
 - (ii) Identify and provide the identification of each individual whose unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach; and
 - (iii) Provide any other available information that the other party is required to include in notification to affected individuals under 45 C.F.R. § 164.404(c), or any additional information that the other party reasonably requests to fulfill its breach notification obligations.
 - b) Business Associate shall ensure that all its workforce members who perform services in connection with the Mutual Aid/Dispatch Emergency Ambulance Transportation Agreement receive proper training regarding the breach notification provisions of the HITECH Act. Its workforce members, at a minimum, shall be:
 - (i) familiar with the breach notification obligations pursuant to 45 C.F.R. § 164.400, et seq.;
 - (ii) familiar with identifying a potential Breach of Unsecured PHI; and
 - (iii) familiar with the procedure for reporting such breaches immediately to the appropriate designee of Business Associate.

8. **Term and Termination.**

- a) The Term of this BAA shall be effective as of the date written in the first paragraph of the BAA, and may be terminated by either party, if that party determines that the other party violated a term or provision of this BAA.
- b) At the termination of this BAA for any reason, Business Associate agrees to, if feasible, return and/or destroy all PHI received from, or created, maintained or received by Business Associate on behalf of the other party. If return is infeasible, the protections and requirements of this BAA will survive such termination and extend to such PHI.

- c) The obligations of Business Associate under this Section shall survive the termination of this BAA.
- d) This BAA will continue in effect so long as the Mutual Aid/Dispatch Emergency Ambulance Transportation Agreement between the parties remains in effect, and shall terminate at the expiration or termination of the Emergency Ambulance Transportation Agreement, for any reason.

“AMR”

“Lake Havasu City”

Signature

Signature

Glenn Kasprzyk

Print Name

Print Name

Regional President – Southwest

Title

Title