

LETTER OF INTENT GROUND AMBULANCE SERVICES AGREEMENT

This Letter of Intent ("LOI") is made and entered into effective as of _____, 2018 ("Effective Date") by and between City of Goodyear ("Goodyear") and Maricopa Ambulance, LLC, and affiliates ("Maricopa"), each individually a "Party" and, together, the "Parties."

Goodyear and Maricopa Ambulance agree as follows:

1. Goodyear is an Arizona municipality that provides fire and emergency medical services ("EMS") for residents and visitors to its jurisdictional boundaries.
2. Maricopa Ambulance is a ground ambulance provider with a Certificate of Necessity ("CON") issued by the Arizona Department of Health Services ("ADHS") to provide ground ambulance services in its approved service area.
3. Goodyear jurisdictional boundaries are within the approved CON service area for Maricopa.
4. Goodyear seeks to build and operate its own ground ambulance transport service if ultimately approved by the ADHS. Maricopa agrees that it will not intervene or adversely impact any application for CON submitted by Goodyear to ADHS. Maricopa agrees to further work with Goodyear on a phased in approach of their ambulances on a schedule and ambulance deployment determined in Goodyear's sole discretion, after Goodyear receives its CON.
5. Goodyear and Maricopa seek to contract for Maricopa to perform ground ambulance transport services on behalf of Goodyear during the period of time they are building their own ground ambulance transport service.
6. As soon as practicable after execution and delivery of this LOI, Goodyear and Maricopa shall make best efforts to (i) negotiate in good faith; and (ii) proceed with the preparation and execution of a definitive agreement between the Parties on the subject matter hereof (the "Definitive Agreement"). The Definitive Agreement shall contain such terms and shall be subject to such conditions to which the Parties mutually agree and approval by applicable regulatory agencies, if necessary.
7. Maricopa agrees, subject to the phased in approach to Goodyear ambulance deployment, to provide or arrange for ground ambulance transport services based upon the following provisions:
 - a. The Definitive Agreement term would be for a period of four (4) years from its effective date;
 - b. Maricopa would provide 2 ground ambulances for 24 hour/7 day per week 911 ambulances dedicated to Goodyear.

- c. Maricopa would provide 1 ground ambulance for 12 hour/7 day per week 911 ambulance dedicated to Goodyear. This flex ambulance hours of operation will be mutually agreed upon by both parties.
- d. Maricopa would provide 1 flex ambulance (interfacility and 911) for 24 hour/7 day per week located in the City of Goodyear.
- e. Maricopa would provide 1 flex ambulance (interfacility and 911) for 12 hour/7 day per week located in the City of Goodyear.
- f. One ambulance mentioned above must be dedicated to the Estrella Mountain Ranch area located in Goodyear for 24 hours/7 days a week.
- g. Performance standards for all Maricopa 911 vehicles will be as follows:
 - 90% of the time 10 minutes or less to all code 3 responses in the City of Goodyear.
 - 90% of the time 20 minutes or less on all code 2 responses in the City of Goodyear.
 - Maricopa will agree to institute specific procedures to cure deficiencies in the performance standards fall below CON 147 stated response times for more than 45 days.
- h. Maricopa agrees to pay for all 911 Phoenix Fire Alarm dispatches through the Goodyear Fire Department.
- i. Maricopa agrees to monthly EMS management meetings for the two years of the contract and then quarterly meetings for the remaining 2 years of the Definitive Agreement.
- j. Maricopa will provide a comprehensive plan to ensure ground ambulance coverage for the southern area of Goodyear, better defined as the Mobile area.
- k. Maricopa agrees to pay a paramedic per transport ride-in fee (difference between ALS and BLS transport rates) to Goodyear on a monthly basis for the term of the 4 year Definitive Agreement.
- l. In the interest of improving clinical patient care, both parties agree to develop ride in criteria and implement a quality improvement processes including clinical call reviews.
- m. Maricopa agrees to replace all of Goodyear's disposable EMS equipment used on each ground ambulance call that it responds to within the Goodyear jurisdictional

limits.

8. The Definitive Agreement will contain standard indemnification and insurance provisions.
9. Maricopa agrees to obtain any necessary regulatory approvals to ensure that this LOI and subsequent Definitive Agreement are valid and enforceable.
10. This LOI is subject to the provisions of A.R.S. § 38-511 and may be canceled by Goodyear, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the City is, or becomes, an employee, consultant, or agent of Contractor in any capacity with respect to the subject matter of the Contract while the Contract, or any extension or amendment thereof, is in effect.
11. This LOI contains all of the understandings of Goodyear and Maricopa on the subject matter herein. This LOI supersedes all other understandings oral or written, between Goodyear and Maricopa on the subject matter herein.
12. Unless explicitly set forth herein, this LOI shall be governed by, and construed in accordance with, the laws of Arizona. Parties agree to comply with all applicable laws, regulations, and any requirements of any applicable government agency.
13. The term of this LOI shall begin on the Effective Date. This LOI will expire the earlier of (i) mutual execution of a Definitive Agreement; or (ii) 11:59 p.m. Eastern Time on January 30, 2019, unless extended in writing by the Parties.
14. This LOI may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document. The parties whose signatures are set forth below represent and warrant that they are duly authorized to execute this LOI.
15. Signing this LOI shall not be deemed, construed or interpreted in any way as being an agreement which may be specifically enforced or is otherwise legally binding. The failure of any party to enter into a Definitive Agreement (as defined above) shall not constitute the basis of any claim, cause of action, remedy, damage or equitable relief against such party based upon any theory of liability, including, but not limited to, breach of contract, breach of quasi- contract, tort or reliance. The parties agree that either party may discontinue negotiations at any time for any reason or no reason.

In consideration of the foregoing, incorporating the above recitals and for other good and valuable consideration, the undersigned Parties hereto agree to the mutual covenants and promises contained herein.

City of Goodyear

Maricopa Ambulance, LLC

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

ATTESTED TO:

City Clerk

APPROVED AS TO FORM:

City Attorney