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7 Jeffrey Meyerson, State Bar No. 022600  
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9 2555 East Camelback Road  
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11 Phoenix, Arizona 85016  
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13 Attorneys for Applicant  
14 RBR Management, LLC  
15 dba Community Ambulance

16 **IN THE OFFICE OF ADMINSTRATIVE HEARINGS**

17 In the Matter of:

18 RBR Management, LLC dba Community  
19 Ambulance,

20 Applicant.

Docket No. 2017-EMS-0104-DHS  
(EMS No. 0283)

**APPLICANT  
COMMUNITY AMBULANCE'S  
REQUEST FOR ISSUANCE OF  
SUBPOENAS  
DUCES TECUM**

(Assigned to the  
Honorable Tammy L. Eigenheer)

21 Pursuant to A.R.S. § 41-1092.07(c) and in accordance with Arizona  
22 Administrative Code R2-19-113, Applicant RBR Management LLC, dba  
23 Community Ambulance (“Applicant” or “Community Ambulance”), respectfully  
24 requests the Administrative Law Judge issue subpoenas *duces tecum* to compel  
25 the production of documents from the Custodians of Record for (1) Intervenor  
26 ABC Ambulance, LLC; (2) Intervenor AMR CON Holders; (3) Intervenor  
27  
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1 Maricopa Ambulance, LLC; and (4) Dignity Health. These subpoenas seek the  
2 production of documents relevant to the ambulance service currently provided by  
3 Intervenors ABC, AMR CON Holders, and Maricopa Ambulance, the relevant  
4 factors set forth in A.C.C. § R9-25-903, and seek the production of documents that  
5 relate to or support testimony Intervenors' witnesses may offer at the hearing.  
6 As such, the documents sought through the subpoenas are relevant and necessary  
7 to both support Community Ambulance's Application for a Certificate of  
8 Necessity and to adequately address Intervenors' opposition to that Application.

9 The subpoenas Community Ambulance seeks to have issued accompany  
10 this request. Applicant respectfully requests the Court issue the subpoenas.

11  
12 RESPECTFULLY SUBMITTED this 10th day of May, 2018

13  
14 **HENDRICKS MURPHY, PLLC**

15  
16 By /s/ Brendan Murphy  
17 Brendan Murphy  
18 3101 N. Central Ave., Suite 970  
19 Phoenix, Arizona 85012

20 **THE MEYERSON LAW FIRM, PLC**

21 Jeffrey Meyerson  
22 2555 East Camelback Road  
23 Suite 140  
24 Phoenix, Arizona 85016

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26 Attorneys for Applicant  
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1 **ORIGINAL** filed this 10th day  
2 of May, 2018 via the OAH  
3 electronic document filing system  
4 <https://portal.azoah.com/oedf>, with  
5 copies provided to all parties on the  
6 approved mailing list by posting  
7 through the designated OAH website at  
8 <https://portal.azoah.com/oedf/documents/2017-EMS-0104-DHS/index.html>,  
9 in accordance with Case Management Order No. 1.  
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**PROPOSED SUBPOENAS DUCES TECUM  
TO**

**(1) ABC AMBULANCE, LLC**

**(2) AMR CON HOLDERS**

**(3) MARICOPA AMBULANCE, LLC**

**(4) DIGNITY HEATLH**

1 Brendan Murphy, State Bar No. 021947  
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13 Attorneys for Applicant  
14 RBR Management, LLC  
15 dba Community Ambulance

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17 In the Matter of:

18 RBR Management, LLC dba Community  
19 Ambulance,

20 Applicant.

Docket No. 2017-EMS-0104-DHS  
(EMS No. 0283)

**SUBPOENA DUCES TECUM  
TO  
ABC AMBULANCE, LLC**

(Assigned to the Honorable  
Tammy L. Eigenheer)

21  
22  
23  
24 TO: Custodian of Records for ABC Ambulance, LLC, an Arizona limited  
25 liability company

26 c/o Adriane J. Hofmeyer, Esq.  
27 Quarles & Brady LLP  
28 One South Church Avenue  
Suite 1700  
Tucson, Arizona 85701-1621

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YOU ARE HEREBY COMMMANDED TO PRODUCE for inspection and copying the documents identified in the attached **Exhibit 1**. Said production shall take place that the earliest practicable time, but in any event no later than seven (7) calendar days after service, at the offices of attorneys for Applicant:

Jeffrey Meyerson, Esq.  
THE MEYERSON LAW FIRM, PLC  
2555 East Camelback Road  
Suite 140  
Phoenix, Arizona 85016

-and-

Brendan Murphy, Esq.  
HENDRICKS MURPHY, PLLC  
3101 North Central Avenue, Suite 970  
Phoenix, Arizona 85012

1 EXHIBIT 1

2 Definitions

3 1. "Document" or "Documents" means all written, recorded, and  
4 graphic matter of every type and description, including minutes of meetings,  
5 reports, charts, computer disks, computer printouts, computer records, drawings,  
6 graphs, quotes, handwritten notes, contracts, agreements, correspondence,  
7 memoranda, appointment books, recordings, letters, notes of conversation,  
8 photographs, telegraphic communications, electronic mail, electronically stored  
9 information ("ESI"), facsimiles, tapes, and every other device or medium of which,  
10 or through which, information of any type is transmitted, recorded, or preserved,  
11 as well as writings and other data compilations from which information can be  
12 obtained.

13 2. "Communication" or "Communications" means any exchange or  
14 transfer of information between two or more persons, whether written, oral,  
15 electronic, including emails, or in any other form, and any documents, notes,  
16 memoranda or other writings reflecting the substance of the communication.

17 3. "Community Ambulance" shall refer to Certificate of Necessity  
18 Applicant RBR Management, LLC, dba Community Ambulance.

19 4. "Dignity Health" shall refer to Dignity Health, a nonprofit health  
20 system that operates hospitals and other facilities throughout Arizona, including  
21 in Maricopa County and Pinal County.

22 5. "ADHS" shall refer to Arizona Department of Health Services.

23 6. "ABC" shall refer to ABC Ambulance, LLC, and its managers,  
24 members, employees, independent contractors, agents, accountants,  
25 bookkeepers, and/or attorneys.

26 7. "CON 139" shall refer to ABC's Certificate of Necessity issued on  
27 March 30, 2016 to provide Interfacility Transports and Convalescent Transports.

28 8. "AMR CON Holders" shall refer to Intervenor American Medical  
Response of Maricopa, LLC (CON 136), Professional Medical Transport, Inc. dba  
PMT Ambulance (CON 71), R/M Arizona Holding, Inc., dba Canyon State  
Ambulance (CON 58), Life Line Ambulance Service, Inc. (CON 62), and  
Rural/Metro Corp.-Maricopa (CON 109) (and shall be read to include predecessor  
CON holders Southwest Ambulance of Maricopa, former holder of CON 86, now

1 consolidated with CON 136, Southwest Ambulance and Rescue of AZ, former  
2 holder of CON 66, now consolidated with CON 136, Emergency Medical  
3 Transport, Inc., dba American Ambulance, former holder of CON 75, now  
4 consolidated with CON 71, ComTrans Ambulance Service, former holder of CON  
5 46, now consolidated with CON 71), and their respective parent and/or subsidiary  
6 companies, predecessor or successor companies, owners, directors, officers,  
7 shareholders, managers, members, employees, independent contractors, agents,  
8 accountants, bookkeepers, and/or attorneys.

9  
10 9. "MA" shall refer to Maricopa Ambulance, LLC, and its managers,  
11 members, employees, independent contractors, agents, accountants,  
12 bookkeepers, and/or attorneys.

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14 10. "Intervenors" shall refer to ABC, MA, the AMR CON Holders and  
15 their respective parent and/or subsidiary companies, predecessor or successor  
16 companies, respective owners, directors, officers, shareholders, managers,  
17 members, employees, independent contractors, agents, accountants,  
18 bookkeepers, and/or attorneys.

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20 11. "Payer" shall broadly refer to any person, public and/or private  
21 entity that reimburses the costs of health and/or ambulance services, including  
22 patients, insurance carriers, public or private healthcare entities (including  
23 hospitals, urgent cares, and behavioral health facilities), governmental agencies,  
24 entities or political subdivisions (including counties, cities, fire departments,  
25 etc.), Medicare, Arizona Health Care Cost Containment System, or any other  
26 third-party payers, or health plan sponsors (employers or unions).

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28 12. The term "including" as used herein shall mean "including but not  
limited to."

1 **Documents to be Produced**

2 1. Copies of all ADHS approved agreements to provide ambulance  
3 services in accordance with ABC's CON 139.

4 2. Any contracts or agreements between ABC and any Payer.

5 3. Any base station agreement(s) for ABC in Maricopa County.

6 4. Any and all ambulance back-up agreements covering Maricopa  
7 County to which ABC is a party.

8 5. A list of all patient transport vehicles (including type, age, and latest  
9 available mileage for each vehicle) ABC operates in Maricopa County.

10 6. For any ground ambulance ABC has registered to service CON 136  
11 (the "Registered Ambulances"), any document or communications that show the  
12 Registered Ambulances exceed the Minimum Standards for Ground Ambulance  
13 Vehicles (as set forth in A.A.C. R9-25-1002) and/or exceed the Minimum  
14 Equipment and Supplies for Ground Ambulance Vehicles (as set forth in R9-25-  
15 1003.)

16 7. All documents or communications relating in any way to any and all  
17 interfacility and/or convalescent ambulance transports and or the "service that  
18 ABC currently provides" pursuant to CON 139, including transports provided in  
19 rural areas, to public or private health care providers and/or any government  
20 agencies, political subdivisions, in Maricopa County, including ambulance  
21 transports for the Maricopa Integrated Health Systems and/or the Maricopa  
22 County Sheriff's Office.

23 8. Any and all written operational plan(s) that address providing  
24 ground ambulance services in rural areas in, and adjacent to, Maricopa County.

25 9. Any and all documents or communications that show, reflect, and/or  
26 report ABC's Interfacility Arrival Times for transports provided pursuant to CON  
27 139.

1           10. Any and all documents and/or communications tracking or showing  
2 (i) periods of unusual system overload; (ii) offload delays greater than 30 minutes;  
3 (iii) late responses due to severe weather conditions; and/or (iv) late responses  
4 due to circumstances not in the control of ABC (including documents or  
5 communications that such determination was made by both the customer, payer,  
6 or government entity and ABC), from the date ABC began providing ambulance  
7 service pursuant to CON 139 to present.

8           11. Any and all audited financials and auditor's management letters for  
9 ABC.

10           12. Any and all current unaudited interim financial statements, with  
11 comparable statements for the prior year.

12           13. Copies of the previous two fiscal period budgets, current fiscal period  
13 budget, and the next fiscal period budget.

14           14. Any and all current business plans and/or financial forecasts or  
15 projections (including all assumptions) ABC prepared or caused to be prepared.

16           15. Any and all productivity and/or operational reports, both actual and  
17 planned/budgeted, by month for the past 2 years, including total number of unit  
18 hours produced, total number of responses and total number of transports.

19           16. Any and all federal, state and local tax returns for latest closed and  
20 all open years for ABC.

21           17. Any and all tax reviews and/or tax audits with all accompanying  
22 related documents and communications.

23           18. Any Corporate Integrity Agreements entered into with the Office of  
24 Inspector General.

25           19. Any and all documents or communications evidencing ABC  
26 employee/staff satisfaction scores and/or turnover reports from the first date ABC  
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1 began providing ambulance service in Maricopa County pursuant to CON 139 to  
2 the present date.

3 20. Any and all documents or communications evidencing patient  
4 satisfaction scores from the first date ABC began providing ambulance service in  
5 Maricopa County pursuant to CON 139 to the present date.

6 21. Any and all documents or communications evidencing complaints  
7 received from any source regarding ABC, from the first date ABC began providing  
8 ambulance services in Maricopa County pursuant to CON 139 to the present date.

9 22. Any document that identifies the information systems platform for  
10 general ledger and electronic health records utilized by ABC.

11 23. All documents and/or communications evidencing data from ABC's  
12 Computer Aided Dispatch ("CAD") system for Maricopa County from the first  
13 date ABC began providing ambulance service in Maricopa County pursuant to  
14 CON 139 to the present date.

15 **a. Format:** Electronic format compatible with Microsoft Excel (e.g.,  
16 CSV, ASCII or Excel); table format with each incidents' data fields in one  
17 row and one row only.

18 **b. Scope:** All inter-facility general transport ambulance requests for  
19 services within Maricopa County, broken out by type. Specifically, data for  
20 ABC operating within Maricopa County.

21 **c. Data Fields:** The table below provides a list and general  
22 description of the data fields Applicant requests:  
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<b>Data Field</b>	<b>Description</b>
Incident Number/Incident ID	A unique identifier for each response
Agency name or identifier	Agency name or identifier of ambulance dispatched
Caller Type	Agency name or facility making the request
Date/time ambulance unit dispatched	Self explanatory
Date/time ambulance unit enroute to call	Ambulance unit acknowledges they received the call and are enroute to the scene
Date/time ambulance unit arrives at scene	Self explanatory
Date/time ambulance unit starts transport to hospital (if applicable)	Self explanatory
Date/time ambulance unit arrives at hospital (if applicable)	Self explanatory
Date/time ambulance unit is available	When the ambulance unit is clear from the incident and available to handle another response
Incident street address	Self explanatory
Incident City	Self explanatory
Incident location	Self explanatory
Type of response	ALS/BLS/Urgent/Convalescent
Pick up facility name	For IFT responses
Pick up facility address	For IFT responses
Destination hospital name or code	The destination facility associated with each transport
Unit disposition	e.g., transport, cancel, call for back-up
Medical complaint/nature of call – problem type	The complaint name or code associated with the reason for the request (e.g., chest pain, traffic accident, etc.)

24. Any document and/or communication indicating that any employee of ABC advised or directed a health care facility, payer, government entity and/or patient to dial 911 or otherwise utilize the 911 system for any transport originating at a hospital or urgent care facility in Maricopa County from first date

1 ABC began providing ambulance service in Maricopa County pursuant to CON  
2 139 to the present date.

3 25. Any document or communication pertaining to any call for ground  
4 ambulance services made to ABC that was referred to any other CON holder in  
5 Maricopa County from the first date ABC began providing ambulance service in  
6 Maricopa County pursuant to CON 139 to the present date.

7 26. System status/priority posting plans and locations for all  
8 areas/systems from the first date ABC began providing ambulance service in  
9 Maricopa County pursuant to CON 139 to the present date, including street  
10 address and city.

11 27. Any and all documents or communications relating in any way to  
12 Neal Thomas's expected testimony concerning "an analysis of Community  
13 Ambulance's CON application, in particular its annual revenue and cost report  
14 and other financial data [sic] produced, submitted as exhibits, or testified to in  
15 these proceedings."

16 28. All documents or communications relating in any way to Mr.  
17 Thomas's expected testimony concerning "the absence of public necessity for an  
18 additional provider" in Maricopa County.

19 29. All documents or communications relating in any way to Mr.  
20 Thomas's expected testimony concerning "whether Community Ambulance and  
21 Dignity Health are fit and proper to hold a CON."

22 30. All documents or communications relating in any way to Mr.  
23 Thomas's expected testimony concerning "the adverse financial impact ABC will  
24 suffer if Community Ambulance is granted a CON."

25 31. All documents and/or communications between any of the  
26 Intervenors relating in any way to Community Ambulance's CON Application.

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32. All documents and/or communications between ABC (including its lawyers) and any government entities and/or public officials, elected or not, related to Community Ambulance’s CON application, excluding filings submitted by ABC in this action, 2017-EMS-0104-DHS (EMS No. 0283).

33. 2017 Ambulance Revenue and Cost Report.

34. Any and all documents and/or communications evidencing an estimate of annual ALS transports and BLS transports and miles ABC would lose if Community Ambulance is granted a CON.

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Docket No. 2017-EMS-0104-DHS  
(EMS No. 0283)

**SUBPOENA DUCES TECUM  
TO  
AMR CON HOLDERS**

(Assigned to the Honorable  
Tammy L. Eigenheer)

19  
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24 TO: Custodian of Records for American Medical Response, Inc.,  
25 American Medical Response of Maricopa, LLC; Southwest  
26 Ambulance of Maricopa; Southwest Ambulance and Rescue of AZ;  
27 Professional Medical Transport, Inc. dba PMT Ambulance;  
28 Emergency Medical Transport, Inc., dba American Ambulance;  
ComTrans Ambulance Service; Life Line Ambulance Service, Inc.;  
Rural/Metro Corp.-Maricopa

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c/o Ronna L. Fickbohm  
Fletcher Struse Fickbohm & Wagner, PLC  
6750 N. Oracle Road  
Tucson, Arizona 85704

-and-

Paul J. McGoldrick  
Shorall McGoldrick Brinkmann  
1232 E. Missouri Avenue  
Phoenix, Arizona 85014

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THE MEYERSON LAW FIRM, PLC  
2555 East Camelback Road  
Suite 140  
Phoenix, Arizona 85016

-and-

Brendan Murphy, Esq.  
HENDRICKS MURPHY, PLLC  
3101 North Central Avenue, Suite 970  
Phoenix, Arizona 85012

1 **EXHIBIT 1**

2 **Definitions**

3 1. "Document" or "Documents" means all written, recorded, and  
4 graphic matter of every type and description, including minutes of meetings,  
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6 graphs, quotes, handwritten notes, contracts, agreements, correspondence,  
7 memoranda, appointment books, recordings, letters, notes of conversation,  
8 photographs, telegraphic communications, electronic mail, electronically stored  
9 information ("ESI"), facsimiles, tapes, and every other device or medium of which,  
10 or through which, information of any type is transmitted, recorded, or preserved,  
11 as well as writings and other data compilations from which information can be  
12 obtained.

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15 electronic, including emails, or in any other form, and any documents, notes,  
16 memoranda or other writings reflecting the substance of the communication.

17 3. "Community Ambulance" shall refer to Certificate of Necessity  
18 Applicant RBR Management, LLC, dba Community Ambulance.

19 4. "Dignity Health" shall refer to Dignity Health, a nonprofit health  
20 system that operates hospitals and other facilities throughout Arizona, including  
21 in Maricopa County and Pinal County.

22 5. "ADHS" shall refer to Arizona Department of Health Services.

23 6. "AMR Inc." shall refer to American Medical Response, Inc.

24 7. "AMR" shall refer to American Medical Response of Maricopa, LLC  
25 (CON 136).

26 8. "Southwest Maricopa" shall refer to Southwest Ambulance of  
27 Maricopa, former holder of CON 86, now consolidated with CON 136, effective  
28 January 1, 2018.

9. "Southwest Rescue" shall refer to Southwest Ambulance and Rescue  
of AZ, former holder of CON 66, now consolidated with CON 136, effective  
January 1, 2018.

1           10.   “PMT” shall be refer to Professional Medical Transport, Inc. dba  
2 PMT Ambulance (CON 71).

3           11.   “American Ambulance” shall refer to Emergency Medical Transport,  
4 Inc., dba American Ambulance, former holder of CON 75, now consolidated with  
5 CON 71, effective January 1, 2018.

6           12.   “ComTrans” shall refer to ComTrans Ambulance Service, former  
7 holder of CON 46, now consolidated with CON 71, effective January 1, 2018.

8           13.   “Canyon State” shall refer to R/M Arizona Holdings, Inc., dba  
9 Canyon State Ambulance dba Payson Medical Transport dba Lifestar EMS dba  
10 Life Line Ambulance (CON 58).

11           14.   “Life Line” shall refer to Life Line Ambulance Service, Inc. (CON  
12 62).

13           15.   “Rural/Metro” shall refer to Rural/Metro Corp.-Maricopa (CON 109).

14           16.   “AMR CON Holders” shall refer to Intervenors AMR, PMT, Canyon  
15 State, Life Line, Rural/Metro (and shall be read to include predecessor CON  
16 holders Southwest Maricopa, Southwest Rescue, American Ambulance, and  
17 ComTrans), and their respective parent and/or subsidiary companies,  
18 predecessor or successor companies, owners, directors, officers, shareholders,  
19 managers, members, employees, independent contractors, agents, accountants,  
20 bookkeepers, and/or attorneys.

21           17.   “Customer Agreement” shall refer to that certain Customer  
22 Agreement entered by and between Dignity Health and AMR, and shall include  
23 the 2017 Amendment Number 1 to Ambulance Services Agreement, which  
24 expanded the definition of AMR to include “AMR Holdco, Inc. for and on behalf  
25 of” its subsidiaries and affiliates in the contractual service area, including “any  
26 ... [ambulance company] acquired, owned, and/or operated by or under [AMR’s  
27 holding company] in the future.”

28           18.   “ABC” shall refer to ABC Ambulance, LLC, and its managers,  
members, employees, independent contractors, agents, accountants,  
bookkeepers, and/or attorneys.

          19.   “MA” shall refer to Maricopa Ambulance, LLC, and its MA’s  
managers, members, employees, independent contractors, agents, accountants,  
bookkeepers, and/or attorneys.

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20. “Intervenors” shall refer to ABC, MA, the AMR CON Holders and shall be read to include any and all parent and/or subsidiary companies, predecessor or successor companies, respective owners, directors, officers, shareholders, managers, members, employees, independent contractors, agents, accountants, bookkeepers, and/or attorneys

21. “Payer” shall broadly refer to any person, public and/or private entity that reimburses the costs of health and/or ambulance services, including patients, insurance carriers, public or private healthcare entities (including hospitals, urgent cares, and behavioral health facilities), governmental agencies, entities or political subdivisions (including counties, cities, fire departments, etc.), Medicare, Arizona Health Care Cost Containment System, or any other third-party payers, or health plan sponsors (employers or unions).

22. “Stock Purchase Agreement” shall refer to that certain August 7, 2017 Stock Purchase Agreement by and among Air Medical Group Holdings, Inc., Emergency Medical Services LP Corporation, and AMR Holdco, Inc. and, solely for certain limited purposes, Envision Healthcare Corporation.

23. The term “including” as used herein shall mean “including but not limited to.”

1 **Documents to be Produced:**

2 1. Copies of all ADHS approved agreements to provide ambulance  
3 services for each of the AMR CON Holders.

4 2. Any and all contracts or agreements between any of the AMR CON  
5 Holders and any Payer.

6 3. Any and all documents and/or communications related in any way to  
7 the Customer Agreement, including (a) the negotiations leading to the execution  
8 of the Customer Agreement and Amendment; (b) AMR's compliance with the Scope  
9 of Work at ¶28 of the Customer Agreement, including (i) performance reporting of  
10 all transport activities and survey results provided by the AMR Transport  
11 Coordinator, pursuant to ¶28(d) of the Customer Agreement; (ii) all response time  
12 performance reports provided to Dignity Health, pursuant to ¶28(f) of the  
13 Customer Agreement, (iii) any and all documents and communications generated  
14 from regional stakeholder meetings by and between AMR CON Holders and  
15 Dignity Health and meetings of the Quality Steering Committee, as contemplated  
16 by ¶28(f) of the Customer Agreement; (iv) complaints by Dignity Health and/or  
17 patients of Dignity Health regarding transports provided pursuant to the  
18 Customer Agreement, and AMR's response(s) (if any) to those complaints, and (v)  
19 AMR's termination of the Agreement.

20 4. Any and all documents, data, reporting, and/or communications  
21 tracking or showing (i) periods of unusual system overload; (ii) offload delays  
22 greater than 30 minutes; (iii) late responses due to severe weather conditions;  
23 and/or (iv) late responses due to circumstances not in the control of the AMR CON  
24 Holders (including documents or communications that such determination was  
25 made by both the customer, payer, or government entity and AMR CON Holders.)

26 5. Any and all documents and/or communications following the formal  
27 termination of the Customer Agreement, on or about July 18, 2017, through the  
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1 present date related in any way to performance and/or response time reporting of  
2 the transport activities the AMR CON Holders provide to Dignity Health,  
3 including complaints by Dignity Health and/or patients of Dignity Health  
4 regarding such transport activity.

5 6. Any base station agreement(s) for any of the AMR CON Holders  
6 operating in Maricopa County.

7 7. Any base station agreement(s) for any of the AMR CON Holders  
8 operating in Pinal County.

9 8. Any and all documents or communications that evidence or report the  
10 AMR CON Holders' compliance with the Interfacility Arrival Times as set forth in  
11 CON 136 and CON 71.

12 9. Any and all ambulance back-up agreements covering Maricopa  
13 County to which an AMR CON Holder is a party.

14 10. Any and all written procedures concerning the utilization of back-up  
15 ambulance providers, including any procedures established by the AMR CON  
16 Holders to "contact backup providers" as set forth in the Customer Agreement.

17 11. Any and all ambulance back-up agreements covering Pinal County to  
18 which an AMR CON Holder is a party.

19 12. For any ground ambulance the AMR CON Holders registered to  
20 service their respective Certificates of Necessity (the "Registered Ambulances"),  
21 any documents or communications that show the Registered Ambulances exceed  
22 the Minimum Standards for Ground Ambulance Vehicles (as set forth in A.A.C.  
23 R9-25-1002) and/or exceed the Minimum Equipment and Supplies for Ground  
24 Ambulance Vehicles (as set forth in R9-25-1003.)

25 13. A list of all patient transport vehicles (including type, age, and latest  
26 available mileage for each vehicle) for each of the AMR CON Holders operating in  
27

28

1 Maricopa County, and indicating if any of such patient transport vehicles are  
2 utilized outside of Maricopa County.

3 14. Any and all documents or communications reflecting or documenting  
4 the number of ambulances each of the AMR CON Holders dedicates to each of the  
5 AMR CON Holders' 911 ambulance agreements.

6 15. Any and all documents and/or communications relating in any way to  
7 all ambulance transports AMR CON Holders provided and currently provide in  
8 Maricopa County, including transports provided in rural areas, to public or private  
9 health care providers and/or any government agencies, political subdivisions,  
10 and/or municipalities.

11 16. Any and all written operational plan(s) that address providing ground  
12 ambulance services in rural areas in, and adjacent to, Maricopa County.

13 17. Any and all audited financials and auditor's management letters  
14 between the period of January 1, 2013 through the present date each of the AMR  
15 CON Holders.

16 18. Any and all current unaudited interim financial statements, with  
17 comparable statements for the prior year, for AMR Inc. and AMR CON Holders  
18 operating in Maricopa County.

19 19. Copies of the previous two fiscal period budgets, current fiscal period  
20 budget, and the next fiscal period budget for AMR Inc. and the AMR CON Holders.

21 20. Any and all current business plans and/or financial forecasts  
22 (including all assumptions) for AMR Inc. and the AMR CON Holders operating in  
23 Maricopa County.

24 21. Any and all productivity and/or operational reports, both actual and  
25 planned/budgeted, by CON and by month for the past 2 years, including total  
26 number of unit hours produced, total number of responses and total number of  
27 transports.

1           22. Any and all documents, communications, and/or plans related to the  
2 Stock Purchase Agreement addressing the potential redesign, change, or  
3 consolidation of key systems (including IT, human resources, accounting/finance,  
4 CAD systems), processes, and/or reporting structures for AMR Inc. and/or AMR  
5 CON Holders operating in Maricopa County.

6           23. Any and all federal, state and local tax returns for latest closed and  
7 all open years for AMR Inc. and each of the AMR CON Holders.

8           24. Any and all tax reviews and/or tax audits, including all related  
9 documents and communications, between the period of January 1, 2013 and ending  
10 December 31, 2017 for AMR Inc. and the AMR CON Holders.

11           25. Any Corporate Integrity Agreements AMR Inc. and/or any of the AMR  
12 CON Holders providing service in Maricopa County entered into with the Office of  
13 Inspector General.

14           26. Any and all documents or communications evidencing employee/staff  
15 satisfaction scores and/or turnover reports for the AMR CON Holders operating in  
16 Maricopa County for the period of January 1, 2013 and ending March 31, 2018.

17           27. Any and all documents or communications evidencing patient  
18 satisfaction scores for the AMR CON Holders operating in Maricopa County for the  
19 period of January 1, 2013 and ending March 31, 2018.

20           28. Any and all documents or communications evidencing complaints  
21 received from any source, including Dignity Health, for AMR Inc. and/or the AMR  
22 CON Holders operating in Maricopa County for the period of January 1, 2013 and  
23 ending March 31, 2018.

24           29. Any document that identifies the information systems platform for  
25 general ledger and electronic health records utilized by AMR Inc. and/or the AMR  
26 CON Holders operating in Maricopa County.

30. All documents and/or communications evidencing data from AMR Inc., and/or AMR CON Holders' Computer Aided Dispatch ("CAD") system for Maricopa County during the period of January 1, 2013 through the present date:

**a. Format:** Electronic format compatible with Microsoft Excel (e.g., CSV, ASCII or Excel); table format with each incident s' data fields in one row and one row only.

**b. Scope:** All emergency 911 and non-emergency inter-facility general transport ambulance requests for services within Maricopa County, broken out by type. Specifically, data for any AMR CON Holder operating within Maricopa County.

**c. Data Fields:** The table below provides a list and general description of the data fields Applicant requests:

Data Field	Description
Incident Number/Incident ID	A unique identifier for each response
Agency name or identifier	Agency name or identifier of ambulance dispatched
Caller Type	Agency name or facility making the request
Date/time ambulance unit dispatched	Self explanatory
Date/time ambulance unit enroute to call	Ambulance unit acknowledges they received the call and are enroute to the scene
Date/time ambulance unit arrives at scene	Self explanatory
Date/time ambulance unit starts transport to hospital (if applicable)	Self explanatory
Date/time ambulance unit arrives at hospital (if applicable)	Self explanatory
Date/time ambulance unit is available	When the ambulance unit is clear from the incident and available to handle another response
Incident street address	Self explanatory
Incident City	Self explanatory
Incident location	Self explanatory



1           35. All documents and communications relating to, or that support, the  
2 potential testimony of John Valentine or any other witness for the AMR CON  
3 Holders that “entry of the Applicant will require [the AMR Con Holders] to shift  
4 and reduce currently deployed resources, which will inevitably result in both  
5 slower 911/immediate and non-immediate (IFT, convalescent, etc.) response  
6 times.”

7           36. All documents and communications relating to, or that support, the  
8 potential testimony of John Valentine or any other witness for the AMR CON  
9 Holders that “the [AMR CON Holders] have already seen [negative] impacts from  
10 the entry of other CON holders into the overall Maricopa County system.”

11           37. All documents and communications relating to, or that support, the  
12 potential testimony of John Valentine or any other witness for the AMR CON  
13 Holders that granting the CON will require “the AMR CON Holders to reduce and  
14 relocate the number of ambulance transport units they currently use...”

15           38. All documents and communications relating to, or that support, the  
16 potential testimony of John Valentine or any other witness for the AMR CON  
17 Holders that “in addition to the reduction in the AMR CON Holders’ staffed  
18 ambulances that will otherwise be required due to the loss of the IFT transports  
19 that the Applicant intends to take, the AMR CON Holders would need to add units  
20 for 911/immediate responses, and because there are a finite number of responses  
21 the system can sustain, this will mean the AMR CON Holders would have to staff  
22 less ambulance units for the IFT system.”

23           39. All documents and communications relating to, or that support, the  
24 potential testimony of John Valentine or any other witness for the AMR CON  
25 Holders that the “erosion of resources will cause the AMR CON Holders to have to  
26 spread their resources thinner and thinner, taking the Maricopa County  
27 ambulance system in a direction back to where it was some four years ago, when  
28

1 the Rural/Metro organization was failing, ambulance transport services were  
2 suffering, and there was no DHS oversight for non-911/immediate transport  
3 response/arrival times.”

4 40. All documents and communications relating to, or that support, the  
5 potential testimony of John Valentine or any other witness for the AMR CON  
6 Holders that “the negative impact to the immediate/911 system and to the IFT  
7 system will be felt into areas adjacent to Maricopa County, including Pinal  
8 County.”

9 41. All documents and communications relating to, or that support, the  
10 potential testimony of John Valentine or any other witness for the AMR CON  
11 Holders that “Canyon State’s Prescott based operations will also be negatively  
12 impacted” by granting Applicant a CON.

13 42. All documents and communications relating to the number of IFTs  
14 run by all AMR CON Holders collectively and Life Line and Canyon State  
15 individually from the Wickenburg Community Hospital.

16 43. All documents and communications relating to, or that support, the  
17 potential testimony of John Valentine or any other witness for the AMR CON  
18 Holders the “the Applicant’s proposed operations will also negatively impact AMR  
19 organization’s ability to provide support for disaster/mass casualty responses (both  
20 as a backup provider and as the front-line provider).”

21 44. All documents and communications relating to, or that support, the  
22 potential testimony of John Valentine or any other witness for the AMR CON  
23 Holders that granting a CON to Applicant “will negatively impact the AMR  
24 organization’s ability to quickly step in and help when other CON holders fail,  
25 withdraw or simply find themselves unable to provide services.”

26 45. All documents and communications relating to, or that support, the  
27 potential testimony of John Valentine or any other witness for the AMR CON  
28

1 Holders that “communities such as Queen Creek, Gilbert, and at least the northern  
2 portion of Pinal County will also feel the negative impact due to the AMR CON  
3 Holders having to modify their operations.”

4 46. All documents and communications relating to, or that support, the  
5 potential testimony of John Valentine or any other witness for the AMR CON  
6 Holders that “entry of the Applicant will require these Intervenors to shift and  
7 reduce currently deployed resources, which will inevitably result in both slower  
8 911/immediate and non-immediate (IFT, convalescent, etc.) response times.”

9 47. All documents and communications relating to, or that support or  
10 detail projected future IFT and 911 transports for the AMR CON holders in  
11 Maricopa County, whether the projections were calculated with or without the  
12 introduction of Community Ambulance as a CON holder.

13 48. All documents and communications relating to, or that support or  
14 detail the actual financial and operational impact on the AMR CON Holders as a  
15 result of the recent entry of other CON holders into the system.

16 49. All documents and communications relating to, or that support or  
17 detail the projected financial and operational impact on the AMR CON Holders as  
18 a result of the entry of Applicant into the system.

19 50. All internal reporting for any of the AMR CON Holders related to  
20 IFTs to and from Dignity Health facilities before and after the CON application  
21 was filed.

22 51. All documents and communications relating to, or that support, the  
23 potential testimony of Doug Jones or any other witness for the AMR CON Holders  
24 that there is “a national trend to a decrease in ambulance transports, that in  
25 Maricopa County this trend is greater than any expected population growth, based  
26 upon the changing nature of healthcare.”

1           52. All documents and communications relating to, or that support, the  
2 potential testimony of Doug Jones or any other witness for the AMR CON Holders  
3 that “a strong AMR presence is of benefit to the community at large, including in  
4 connection with backup for mass casualty or disaster events, and how constantly  
5 eroding the body of transports that the AMR organization depends on in Arizona,  
6 to provide this kind of support and improvement, will at the same time erode  
7 AMR’s ability to be that strong source of support and ability to continue the  
8 improvements it has brought to Maricopa County’s system.”

9           53. All documents and communications relating to, or that support, the  
10 potential testimony of Rich Bartus or any other witness for the AMR CON Holders  
11 that “if the Applicant’s request for a CON is granted, if the Applicant captures the  
12 call volume its ARCR is based upon, and/or if the Applicant continues to grow in  
13 order to service all Dignity affiliated facilities (or beyond), the AMR CON Holders  
14 will suffer an increasing adverse financial impact that will not be able to be  
15 compensated for simply by reducing deployed ambulance units and ambulance  
16 staff (or through other cost cutting measures).”

17           54. All documents and communications relating to, or that support, the  
18 potential testimony of Scott White or any other witness for the AMR CON Holders  
19 that “[h]aving a strong local AMR presence is superior to having a hodgepodge of  
20 smaller providers that can give each other mutual aid.”

21           55. All documents and communications relating to, or that support, the  
22 potential testimony of Scott White or any other witness for the AMR CON Holders  
23 that detail the ambulances from Maricopa County that were called in and arrived  
24 on scene to the Las Vegas active shooter situation.

25           56. All documents and communications related to, or that support, the  
26 assertion Pinal County will be negatively impacted if Applicant’s CON is granted.  
27  
28

1           57. All documents and communications related to, or that support, the  
2 assertion that Canyon State will be negatively impacted in Prescott, Arizona if  
3 Applicant's CON is granted.

4           58. All documents and/or communications by and/or between any of the  
5 Intervenors relating in any way to Community Ambulance's CON Application.

6           59. All documents and/or communications between the AMR CON  
7 Holders (including its lawyers) and any government entities and/or public officials,  
8 elected or not, related to Community Ambulance's CON application, excluding  
9 filings submitted by the AMR CON Holders in this action, 2017-EMS-0104-DHS  
10 (EMS No. 0283).

11           60. 2017 Ambulance Revenue and Cost Reports for the following AMR  
12 Inc. subsidiary entities and CON Holders:

- 13           a. AMR
- 14           b. Canyon State
- 15           c. Life Line
- 16           d. Rural/Metro
- 17           e. PMT
- 18           f. Southwest Maricopa
- 19           g. Southwest Rescue.
- 20           h. Lifestar EMS.
- i. American Ambulance
- j. ComTrans
- k. Southwest Ambulance of Casa Grande (CON 85).

21           61. Any and all documents and/or communications evidencing an  
22 estimate of annual ALS transports and BLS transports and miles the AMR Inc.  
23 subsidiary entities and CON Holders identified above in ¶58 (a-k) would lose if  
24 Community Ambulance is granted a CON.

1 Brendan Murphy, State Bar No. 021947  
2 HENDRICKS MURPHY, PLLC  
3 3101 North Central Avenue, Suite 970  
4 Phoenix, Arizona 85012  
5 (602) 604-2104  
6 [brendan@hendricksmurphy.com](mailto:brendan@hendricksmurphy.com)

7 Jeffrey Meyerson, State Bar No. 022600  
8 THE MEYERSON LAW FIRM, PLC  
9 2555 East Camelback Road  
10 Suite 140  
11 Phoenix, Arizona 85016  
12 [jeff@themeyersonfirm.com](mailto:jeff@themeyersonfirm.com)

13 Attorneys for Applicant  
14 RBR Management, LLC  
15 dba Community Ambulance

16 **IN THE OFFICE OF ADMINSTRATIVE HEARINGS**

17 In the Matter of:

18 RBR Management, LLC dba Community  
19 Ambulance,

20 Applicant.

Docket No. 2017-EMS-0104-DHS  
(EMS No. 0283)

**SUBPOENA DUCES TECUM  
TO  
MARICOPA AMBULANCE,  
LLC**

(Assigned to the Honorable  
Tammy L. Eigenheer)

21 TO: Custodian of Records for Maricopa Ambulance, LLC, an Arizona  
22 limited liability company

23  
24 c/o James J. Belanger, Esq.  
25 JBelanger Law PLLC  
26 340 E. Palm Lane, Suite 255  
27 Phoenix, Arizona 85004  
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YOU ARE HEREBY COMMMANDED TO PRODUCE for inspection and copying the documents identified in the attached **Exhibit 1**. Said production shall take place that the earliest practicable time, but in any event no later than seven (7) calendar days after service, at the offices of the attorneys for Applicant:

YOU ARE HEREBY COMMMANDED TO PRODUCE for inspection and copying the documents identified in the attached **Exhibit 1**. Said production shall take place that the earliest practicable time, but in any event no later than seven (7) calendar days after service, at the offices of attorneys for Applicant:

Jeffrey Meyerson, Esq.  
THE MEYERSON LAW FIRM, PLC  
2555 East Camelback Road  
Suite 140  
Phoenix, Arizona 85016

-and-

Brendan Murphy, Esq.  
HENDRICKS MURPHY, PLLC  
3101 North Central Avenue, Suite 970  
Phoenix, Arizona 85012

1 **EXHIBIT 1**

2 **Definitions**

3 1. "Document" or "Documents" means all written, recorded, and  
4 graphic matter of every type and description, including minutes of meetings,  
5 reports, charts, computer disks, computer printouts, computer records, drawings,  
6 graphs, quotes, handwritten notes, contracts, agreements, correspondence,  
7 memoranda, appointment books, recordings, letters, notes of conversation,  
8 photographs, telegraphic communications, electronic mail, electronically stored  
9 information ("ESI"), facsimiles, tapes, and every other device or medium of which,  
10 or through which, information of any type is transmitted, recorded, or preserved,  
11 as well as writings and other data compilations from which information can be  
12 obtained.

13 2. "Communication" or "Communications" means any exchange or  
14 transfer of information between two or more persons, whether written, oral,  
15 electronic, including emails, or in any other form, and any documents, notes,  
16 memoranda or other writings reflecting the substance of the communication.

17 3. "Community Ambulance" shall refer to Certificate of Necessity  
18 Applicant RBR Management, LLC, dba Community Ambulance.

19 4. "Dignity Health" shall refer to Dignity Health, a nonprofit health  
20 system that operates hospitals and other facilities throughout Arizona, including  
21 in Maricopa County and Pinal County.

22 5. "ADHS" shall refer to Arizona Department of Health Services.

23 6. "MA" shall refer to Maricopa Ambulance, LLC, and its managers,  
24 members, employees, independent contractors, agents, accountants,  
25 bookkeepers, and/or attorneys.

26 7. "CON 147" shall refer to MA's Certificate of Necessity issued on July  
27 20, 2017.

28 8. "ABC" shall refer to ABC Ambulance, LLC, and its managers,  
members, employees, independent contractors, agents, accountants,  
bookkeepers, and/or attorneys.

9. "AMR CON Holders" shall refer to Intervenors American Medical  
Response of Maricopa, LLC (CON 136), Professional Medical Transport, Inc. dba

1 PMT Ambulance (CON 71), R/M Arizona Holding, Inc., dba Canyon State  
2 Ambulance (CON 58), Life Line Ambulance Service, Inc. (CON 62), and  
3 Rural/Metro Corp.-Maricopa (CON 109) (and shall be read to include predecessor  
4 CON holders Southwest Ambulance of Maricopa, former holder of CON 86, now  
5 consolidated with CON 136, Southwest Ambulance and Rescue of AZ, former  
6 holder of CON 66, now consolidated with CON 136, Emergency Medical  
7 Transport, Inc., dba American Ambulance, former holder of CON 75, now  
8 consolidated with CON 71, ComTrans Ambulance Service, former holder of CON  
9 46, now consolidated with CON 71), and their respective parent and/or subsidiary  
10 companies, predecessor or successor companies, owners, directors, officers,  
11 shareholders, managers, members, employees, independent contractors, agents,  
12 accountants, bookkeepers, and/or attorneys.

13  
14 10. "Intervenors" shall refer to ABC, MA, the AMR CON Holders and  
15 their respective parent and/or subsidiary companies, predecessor or successor  
16 companies, respective owners, directors, officers, shareholders, managers,  
17 members, employees, independent contractors, agents, accountants,  
18 bookkeepers, and/or attorneys.

19  
20 11. "Payer" shall broadly refer to any person, public and/or private  
21 entity that reimburses the costs of health and/or ambulance services, including  
22 patients, insurance carriers, public or private healthcare entities (including  
23 hospitals, urgent cares, and behavioral health facilities), governmental agencies,  
24 entities or political subdivisions (including counties, cities, fire departments,  
25 etc.), Medicare, Arizona Health Care Cost Containment System, or any other  
26 third-party payers, or health plan sponsors (employers or unions).

27  
28 12. The term "including" as used herein shall mean "including but not  
limited to."

1 **Documents to be Produced**

2 1. Copies of all ADHS approved agreements to provide ambulance  
3 services in accordance with MA's CON 147.

4 2. Any contracts or agreements between MA and any Payer.

5 3. Any base station agreement(s) for MA in Maricopa County.

6 4. Any and all ambulance back-up agreements covering Maricopa  
7 County to which MA is a party.

8 5. A list of all patient transport vehicles (including type, age, and latest  
9 available mileage for each vehicle) MA operates in Maricopa County.

10 6. For any ground ambulance MA has registered to service CON 147  
11 (the "Registered Ambulances"), any documents or communications that show the  
12 Registered Ambulances exceed the Minimum Standards for Ground Ambulance  
13 Vehicles (as set forth in A.A.C. R9-25-1002) and/or exceed the Minimum  
14 Equipment and Supplies for Ground Ambulance Vehicles (as set forth in R9-25-  
15 1003.)

16 7. Any and all documents and/or communications relating in any way  
17 to all ambulance transports MA provided and currently provides pursuant to  
18 CON 147, including transports provided in rural areas, to public or private health  
19 care providers and/or any government agencies, political subdivisions, and/or  
20 municipalities in Maricopa County.

21 8. Any and all written operational plan(s) that address providing  
22 ground ambulance services in rural areas in, and adjacent to, Maricopa County.

23 9. Any and all documents or communications that show, reflect, and/or  
24 report MA's Interfacility Arrival Times for transports provided pursuant to CON  
25 149.

26 10. Any and all documents, data, reporting, and/or communications  
27 tracking or showing (i) periods of unusual system overload; (ii) offload delays  
28 greater than 30 minutes; (iii) late responses due to severe weather conditions;

1 and/or (iv) late responses due to circumstances not in the control of MA (including  
2 documents or communications that such determination was made by both the  
3 customer, payer, or government entity and MA), from the date MA began  
4 providing ambulance service pursuant to CON 147 to present.

5 11. All documents or communications reflecting or documenting the  
6 number of ambulances MA's dedicates to each of MA's 911 ambulance  
7 agreements.

8 12. Any and all audited financials and auditor's management letters for  
9 MA.

10 13. Any and all current unaudited interim financial statements, with  
11 comparable statements for the prior year.

12 14. Copies of the previous two fiscal period budgets, current fiscal period  
13 budget, and the next fiscal period budget.

14 15. Any and all current business plans and/or financial forecasts or  
15 projections (including all assumptions) MA prepared or caused to be prepared.

16 16. Any and all productivity and/or operational reports, both actual and  
17 planned/budgeted, by month for the past 2 years, including total number of unit  
18 hours produced, total number of responses and total number of transports.

19 17. Any and all federal, state and local tax returns for latest closed and  
20 all open years for MA.

21 18. Any and all tax reviews and/or tax audits, including all related  
22 documents and communications.

23 19. Any and all Corporate Integrity Agreements entered with the Office  
24 of Inspector General.

25 20. Any and all documents or communications evidencing MA  
26 employee/staff satisfaction scores and/or turnover reports from the first date MA  
27

28

1 began providing ambulance service in Maricopa County pursuant to CON 147 to  
2 the present date.

3 21. Any and all documents or communications evidencing patient  
4 satisfaction scores from the first date MA began providing ambulance service in  
5 Maricopa County pursuant to CON 147 to the present date.

6 22. Any and all documents or communications evidencing complaints  
7 received from any source regarding MA, from the first date MA began providing  
8 ambulance service in Maricopa County pursuant to CON 147 to the present date.

9 23. Any document that identifies the information systems platform for  
10 general ledger and electronic health records utilized by MA.

11 24. All documents and/or communications evidencing data from MA's  
12 Computer Aided Dispatch ("CAD") system for Maricopa County from the first  
13 date MA began providing ambulance service in Maricopa County pursuant to  
14 CON 147 to the present date.

15 **a. Format:** Electronic format compatible with Microsoft Excel (e.g.,  
16 CSV, ASCI or Excel); table format with each incident s' data fields in one  
17 row and one row only.

18 **b. Scope:** All emergency 911 and non-emergency inter-facility  
19 general transport ambulance requests for services within Maricopa  
20 County, broken out by type. Specifically, data for MA operating within  
21 Maricopa County.

22 **c. Data Fields:** The table below provides a list and general  
23 description of the data fields Applicant requests:  
24  
25  
26  
27  
28

<b>Data Field</b>	<b>Description</b>
Incident Number/Incident ID	A unique identifier for each response
Agency name or identifier	Agency name or identifier of ambulance dispatched
Caller Type	Agency name or facility making the request
Date/time ambulance unit dispatched	Self explanatory
Date/time ambulance unit enroute to call	Ambulance unit acknowledges they received the call and are enroute to the scene
Date/time ambulance unit arrives at scene	Self explanatory
Date/time ambulance unit starts transport to hospital (if applicable)	Self explanatory
Date/time ambulance unit arrives at hospital (if applicable)	Self explanatory
Date/time ambulance unit is available	When the ambulance unit is clear from the incident and available to handle another response
Incident street address	Self explanatory
Incident City	Self explanatory
Incident location	Self explanatory
Type of response	ALS/BLS/Urgent/Convalescent/911
Pick up facility name	For IFT responses
Pick up facility address	For IFT responses
Destination hospital name or code	The destination facility associated with each transport
Unit disposition	e.g., transport, cancel, call for back-up
Medical complaint/nature of call – problem type	The complaint name or code associated with the reason for the request (e.g., chest pain, traffic accident, etc.)

25. Any document and/or communication indicating that any employee of MA advised or directed a health care facility, payer, government entity and/or patient to dial 911 or otherwise utilize the 911 system for any transport originating at a hospital or urgent care facility in Maricopa County from the first

1 date MA began providing ambulance service in Maricopa County pursuant to  
2 CON 147 to the present date.

3 26. Any document or communication pertaining to any call for ground  
4 ambulance services made to MA that was referred to any other CON holder in  
5 Maricopa County from the first date MA began providing ambulance service in  
6 Maricopa County pursuant to CON 147 to the present date.

7 27. System status/priority posting plans and locations for all  
8 areas/systems (both 911 & inter-facility) from the first date MA began providing  
9 ambulance service in Maricopa County pursuant to CON 147 to the present date,  
10 including street address and city.

11 28. Any and all documents and communications relating to, or that  
12 support, the potential testimony of Bryan Gibson, Chief Executive Officer of MA  
13 (“Mr. Gibson”), or any other witness for MA, concerning the “population  
14 demographics of the proposed service area,” including any population  
15 demographic analyses MA has prepared or caused to be prepared.

16 29. All documents and communications relating to, or that support, the  
17 potential testimony of Mr. Gibson, or any other witness for MA, concerning “the  
18 geographic distribution of health care institutions in the proposed service area,”  
19 including any geographic distribution of health care institution analyses MA has  
20 prepared or caused to be prepared.

21 30. All documents and communications relating to, or that support, the  
22 potential testimony of Mr. Gibson, or any other witness for MA, concerning MA’s  
23 “response times including Interfacility [transports] and convalescent response  
24 times, rates, and types and levels of proposed service.”

25 31. All documents and communications relating to, or that support, the  
26 potential testimony of Mr. Gibson, or any other witness for MA, concerning MA’s  
27

1 “management (including experience, qualifications, and familiarity with  
2 Maricopa County).”

3 32. All documents and communications relating to, or that support, the  
4 potential testimony of Mr. Gibson, or any other witness concerning MA’s  
5 “personnel (including number and types of personnel, qualifications, scheduling,  
6 training, and working conditions).

7 33. All documents and communications relating to, or that support, the  
8 potential testimony of Mr. Gibson, or any other witness concerning MA’s  
9 “ambulances and equipment (including communications equipment, onboard  
10 technology, and other onboard equipment).”

11 34. All documents and communications relating to, or that support, the  
12 potential testimony of Mr. Gibson, or any other witness for MA, concerning MA’s  
13 “operational aspects.”

14 35. All documents and communications relating to, or that support, the  
15 potential testimony of Mr. Gibson, or any other witness for MA, concerning “the  
16 potential financial impact of a CON being given to a provider seeking a CON  
17 under the terms and conditions proposed by the Applicant and why public  
18 necessity and convenience do not require an additional provider under these  
19 circumstances.”

20 36. All documents and communications relating to, or that support, the  
21 potential testimony of Mr. Gibson, or any other witness for MA, concerning MA’s  
22 “efforts to reach out and market its services to ground ambulance service  
23 consumers in its CON area.”

24 37. All documents and communications relating to, or that support, the  
25 potential testimony of Michelle Angle, Director of Marketing and Business  
26 Development for MA (“Ms. Angle”), or any other witness for MA, concerning “the  
27 market for ground ambulance services in Maricopa County,” including any and  
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1 all reports, analysis, memoranda, or other such documents or communications  
2 reflecting analysis Ms. Angle has conducted with respect to the market for ground  
3 ambulance services in Maricopa County in the previous 6 years.

4 38. All communications by and between MA and emergency medical  
5 consultant Roy Ryals related in any way to Mr. Ryals proposed testimony for the  
6 hearing on Community Ambulance's CON Application, as set forth in MA's Initial  
7 List of Witnesses and Exhibits.

8 39. All documents and communications relating to, or that support, the  
9 potential testimony of Mr. Ryals, or any other witness for MA, concerning "the  
10 population demographics of the proposed service area," including any consultant  
11 or expert reports, analyses, or memoranda, and/or maps Mr. Ryals prepared.

12 40. All documents and communications relating to, or that support, the  
13 potential testimony of Mr. Ryals, or any other witness for MA, concerning "the  
14 geographic distribution of health care institutions in the proposed service area,"  
15 including any consultant or expert reports, analyses, or memoranda, and/or maps  
16 Mr. Ryals prepared.

17 41. All documents and communications relating to, or that support, the  
18 potential testimony of Mr. Ryals, or any other witness for MA, concerning MA's  
19 "response times including Interfacility ("IF") and convalescent response times,  
20 rates, and types and levels of proposed service," including any consultant or  
21 expert reports, analyses, and/or memoranda Mr. Ryals prepared.

22 42. All documents and communications relating to, or that support, the  
23 potential testimony of Mr. Ryals, or any other witness for MA, concerning MA's  
24 "management (including experience, qualifications, and familiarity with  
25 Maricopa County)," including any consultant or expert reports, analyses, and/or  
26 memoranda Mr. Ryals prepared.

1           43. All documents and communications relating to, or that support, the  
2 potential testimony of Mr. Ryals, or any other witness for MA, concerning MA’s  
3 “personnel (including number and types of personnel, qualifications, scheduling,  
4 training, and working conditions), including any consultant or export reports,  
5 analyses, and/or memoranda Mr. Ryals prepared.

6           44. All documents and communications relating to, or that support, the  
7 potential testimony of Mr. Ryals, or any other witness for MA, concerning MA’s  
8 “ambulances and equipment (including communications equipment, onboard  
9 technology, and other onboard equipment),” including any consultant or export  
10 reports, analyses, and/or memoranda Mr. Ryals prepared.

11           45. All documents and communications relating to, or that support, the  
12 potential testimony of Mr. Ryals, or any other witness for MA, concerning MA’s  
13 operational aspects (including the operations center, posting locations, and  
14 deployment),” including any consultant or export reports, analyses, and/or  
15 memoranda Mr. Ryals prepared.

16           46. All documents and communications relating to, or that support, the  
17 potential testimony of Mr. Ryals, or any other witness for MA, concerning “the  
18 potential financial impact of a CON being given to a provider seeking a CON  
19 under the terms and conditions proposed by the Applicant and why public  
20 necessity and convenience do not require an additional provider under these  
21 circumstances,” including any consultant or export reports, analyses, and/or  
22 memoranda Mr. Ryals prepared.

23           47. All documents and/or communications between any of the  
24 Intervenors relating in any way to Community Ambulance’s CON Application.

25           48. All documents and/or communications between MA (including its  
26 lawyers) and any government entities and/or public officials, elected or not,  
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related to Community Ambulance’s CON application, excluding filings submitted by MA in this action, 2017-EMS-0104-DHS (EMS No. 0283).

49. 2017 Ambulance Revenue and Cost Report.

50. Any and all documents or communications evidencing an estimate of annual ALS transports and BLS transports and miles MA would lose if Community Ambulance is granted a CON.

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4 Phoenix, Arizona 85012  
5 (602) 604-2104  
6 [brendan@hendricksmurphy.com](mailto:brendan@hendricksmurphy.com)

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13 Attorneys for Applicant  
14 RBR Management, LLC  
15 dba Community Ambulance

16 **IN THE OFFICE OF ADMINSTRATIVE HEARINGS**

17 In the Matter of:

18 RBR Management, LLC dba Community  
19 Ambulance,

20 Applicant.

Docket No. 2017-EMS-0104-DHS  
(EMS No. 0283)

**SUBPOENA DUCES TECUM  
TO  
DIGNITY HEALTH**

(Assigned to the Honorable  
Tammy L. Eigenheer)

21 TO: Custodian of Records for Dignity Health, a California Nonprofit  
22 Public Benefit Corporation

23  
24 c/o Joseph A. Mislove, Senior Counsel  
25 3200 N. Central Avenue, 23rd Floor  
26 Phoenix, AZ 85012  
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YOU ARE HEREBY COMMMANDED TO PRODUCE for inspection and copying the documents identified in the attached **Exhibit 1**. Said production shall take place that the earliest practicable time, but in any event no later than seven (7) calendar days after service, at the offices of attorneys for Applicant:

Jeffrey Meyerson, Esq.  
THE MEYERSON LAW FIRM, PLC  
2555 East Camelback Road  
Suite 140  
Phoenix, Arizona 85016

and

Brendan Murphy, Esq.  
HENDRICKS MURPHY, PLLC  
3101 North Central Avenue, Suite 970  
Phoenix, Arizona 85012

1 EXHIBIT 1

2 Definitions

3 1. "Document" or "Documents" means all written, recorded, and  
4 graphic matter of every type and description, including, but not limited to,  
5 minutes of meetings, reports, charts, computer disks, computer printouts,  
6 computer records, drawings, graphs, quotes, handwritten notes, contracts,  
7 agreements, correspondence, memoranda, appointment books, recordings,  
8 letters, notes of conversation, photographs, telegraphic communications,  
9 electronic mail, electronically stored information ("ESI"), facsimiles, tapes, and  
10 every other device or medium of which, or through which, information of any type  
11 is transmitted, recorded, or preserved, as well as writings and other data  
12 compilations from which information can be obtained.

13 2. "Communication" or "Communications" means any exchange or  
14 transfer of information between two or more persons, whether written, oral,  
15 electronic, including emails, or in any other form, and any documents, notes,  
16 memoranda or other writings reflecting the substance of the communication.

17 1. "AMR" shall refer to American Medical Response, Inc., American  
18 Medical Response of Maricopa, LLC (CON 136), and any and all of its subsidiary  
19 or affiliated entities, including R/M Arizona Holding, Inc., dba Canyon State  
20 Ambulance (CON 58), Life Line Ambulance Service, Inc. (CON 62), Rural/Metro  
21 Corp.-Maricopa (CON 109), Professional Medical Transport, Inc. dba PMT  
22 Ambulance (CON 71), Southwest Ambulance of Maricopa (CON 86), "Southwest  
23 Ambulance and Rescue of AZ (CON 66), Southwest Ambulance of Casa Grande  
24 (CON 85), R/M Arizona Holdings (dba Lifestar EMS) (CON 58), American  
25 Ambulance (CON 75), ComTrans Ambulance Service (CON 46).

26 2. "Dignity Health" shall refer to Dignity Health, a California  
27 nonprofit health systems that operates hospitals and other facilities throughout  
28 Maricopa County and in Pinal County.

3. "ABC" shall refer to ABC Ambulance, LLC, managers, members,  
employees, independent contractors, agents, accountants, bookkeepers, and/or  
attorneys, holder of CON 139.

4. "MA" shall refer to Maricopa Ambulance, LLC, and shall be read to  
include, but not limited to, MA's managers, members, employees, independent  
contractors, agents, accountants, bookkeepers, and/or attorneys, holder of CON  
147.

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5. "Customer Agreement" shall refer to that certain Customer Agreement entered by and between Dignity Health and American Medical Response of Maricopa, LLC, and shall include the 2017 Amendment Number 1 to Ambulance Services Agreement, which expanded the definition of AMR to include "AMR Holdco, Inc. for and on behalf of" its subsidiaries and affiliates in the contractual service area, including "any ... [ambulance company] acquired, owned, and/or operated by or under [AMR's holding company] in the future."

1 **Documents to be Produced**

2 1. Any and all documents and/or communications related in any way  
3 to the Customer Agreement, including but not limited to (a) the negotiations  
4 leading to the execution of the Customer Agreement and Amendment; (b) AMR's  
5 compliance with the Scope of Work at ¶28 of the Customer Agreement, including  
6 (i) performance reporting of all transport activities and survey results provided  
7 by AMR representatives, pursuant to ¶28 of the Customer Agreement (iii) any  
8 and all documents and communications generated from meetings by and between  
9 AMR and Dignity Health, including meetings of the Quality Steering Committee,  
10 as contemplated by ¶28(f) of the Customer Agreement; (c) complaints by Dignity  
11 Health and/or patients of Dignity Health regarding transports provided pursuant  
12 to the Customer Agreement, and AMR's response (if any) to those complaints, (d)  
13 AMR's termination of the Agreement.

14 2. Any and all documents and/or communications following AMR's  
15 formal termination of the Customer Agreement, on or about July 18, 2017,  
16 through the present date related in any way to performance and/or response time  
17 reporting of all transport activities AMR provides to Dignity Health and/or  
18 complaints by Dignity Health and/or patients of Dignity Health regarding  
19 transports provided to Dignity Health.

20 3. Any and all documents and/or communications related to any  
21 ambulance transports provided by MA, pursuant to CON 147, to or for Dignity  
22 Health.

23 4. Any and all documents and/or communications related to any  
24 ambulance transports provided by ABC, pursuant to CON 139, to or for Dignity  
25 Health.  
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