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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  
21 Applicant.

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

**SUBPOENA DUCES TECUM  
TO  
AMR CON HOLDERS**

(Assigned to the Honorable  
Tammy L. Eigenheer)

22  
23  
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

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:

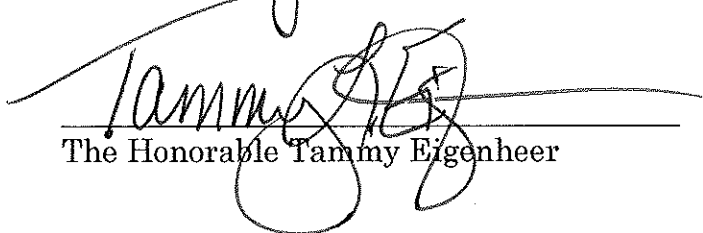
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-and-

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Phoenix, Arizona 85012



DATED this 22nd day of June, 2018

  
The Honorable Tammy Eigenheer

1  
2 EXHIBIT 1

3 Definitions

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

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

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

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

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

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

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

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

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

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

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

10                   **c. Data Fields:** The table below provides a list and general  
 11 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	Type of response	ALS/BLS/Urgent/Convalescent/911
2	Pick up facility name	For IFT responses
3	Pick up facility address	For IFT responses
4	Destination hospital name or code	The destination facility associated with each transport
5	Unit disposition	e.g., transport, cancel, call for back-up
6	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.)
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8           31. Any document and/or communication indicating that any employee of  
9 any AMR CON Holders advised or directed a health care facility, payer,  
10 government entity and/or patient to dial 911 or otherwise utilize the 911 system  
11 for any transport originating at a hospital or urgent care facility in Maricopa  
12 County or Pinal County during the period of January 1, 2013 and ending March  
13 31, 2018.

14           32. Any document or communication pertaining to any call for ground  
15 ambulance services made to any of the AMR CON Holders operating in Maricopa  
16 County that was referred to any other CON holder in Maricopa County, during the  
17 period of January 1, 2013 and ending March 31, 2018.

18           33. System status/priority posting plans and locations for all  
19 areas/systems (both 911 & inter-facility) for any of the AMR CON Holders  
20 operating within Maricopa County and/or Pinal County and/or Yavapai County,  
21 during the period of January 1, 2013 and ending March 31, 2018, including street  
22 address and city.

23           34. 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 AMR CON Holders expect a significant negative operational  
26 impact, should the Application be granted, as a result of lost calls/transport and  
27 the anticipated need to back-up the Applicant.”

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  
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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  
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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.”  
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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.  
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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 Intervenor's 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.