

AGREEMENT FOR AMBULANCE SERVICES

This Agreement for Ambulance Service ("Agreement") entered into this _____ day of _____, 2018, by and between the City of Goodyear, Maricopa County, Arizona ("City") and Maricopa Ambulance, LLC ("Contractor")(collectively referred to as "Parties"), (Certificate of Necessity #147).

RECITALS

Whereas, Contractor desires to perform a vital service by providing certain ground ambulance service to the City of Goodyear and to its inhabitants; and

Whereas, Contractor seeks to serve as the City's exclusive ground ambulance transport provider for periods of time until the City obtains a Certificate of Necessity ("CON") from the Arizona Department of Health Services ("ADHS"); and

Whereas, City seeks to obtain a CON from the ADHS and introduce its own ground ambulance transport assets and personnel into the EMS System; and

Whereas, it is the desire of City to provide its inhabitants a superior standard of emergency medical care, including ground ambulance service seven days per week and 24 hours per day through combined ground ambulance transport services provided by the City and Contractor; now therefore, the Parties agree as follows:

CONTRACT TERMS

Section 1. Permits, Licenses and CON.

- 1.1 The Contractor shall be responsible for, and hold any and all required federal, state and local licenses and Certificates of Necessity (CON's) required for it to perform the duties under the Contract. In addition, the Contractor will make all necessary payments for licenses and permits to conduct its business and duties under the Contract. The Contractor will assure that all necessary renewals for required federal, state, and local licenses and CON's are made on time. The Contractor will be responsible for assuring that all of its personnel hold valid state and local certifications at the times required to meet the Contractor's responsibilities under the Contract.
- 1.2 The City intends to apply for a CON to provide ground ambulance transport services in a Service Area that aligns with the City's jurisdictional boundaries. The City will introduce ground ambulance transport assets and personnel gradually as its transport system ramps-up over a period of 3-5 years. As consideration for this multiple-year Contract, Contractor (and its subsidiaries, affiliates, employees, agents, contractors, subcontractors and legal counsel) and will support the City's CON Application initiative as requested by City. Contractor will obtain any and all regulatory approvals necessary for this Agreement and shall exclusively bear liability for failure to obtain any such approvals.

Section 2. Contract Duration.

2.1 The initial term of this Agreement shall be for a period of four (4) years. The term shall automatically renew for up to three (3) additional one (1) year terms unless either party provides written notice of its intent not to renew at least ninety (90) days prior to the expiration of the initial term or the renewal term, as applicable. The initial term shall begin on the Commencement Date pending approval by ADHS. The Commencement Date shall be 8:00 a.m. on the date following the date on which the Agreement is approved by ADHS, or upon a mutually agreed upon date in February 2019 after approval by ADHS. Any extension or renewal of this Agreement shall not commence until after review and approval by ADHS.

Section 3. Services and Compensation.

3.1 Contractor's Scope of Work is attached hereto as Exhibit A and incorporated into this Agreement. The parties acknowledge and agree that this Agreement shall only cover services within the City of Goodyear as described in this Agreement, including the area of South Goodyear commonly known as Mobile. Any Automatic Aid Services, long distance transfers, and interfacility transfers specified in the Agreement will either be within the City of Goodyear and covered by the Agreement or, if beyond the City of Goodyear boundaries, will be covered by Contractor's CON #147.

Section 4. Definitions.

4.1 "ALS" shall mean advanced life support.

4.2 "Affiliate" of a specified person means a person who (a) controls, is directly or indirectly controlled by, or is under common control with, the specified person; (b) owns, directly or indirectly, ten percent (10%) or more of the equity interest of the specified person; or (c) is a general partner (if the specified person is a partnership), managing member or manager (if the specified person is a limited liability company), officer, director, non-financial institution trustee or fiduciary of the specified person or of any person described in clause (a) or (b); or (d) is a member of the immediate family of the specified person or the person described in clauses (a) through (c) above. A person shall be deemed to control another person for the purposes of this definition if the first person possesses, directly or indirectly, the power to direct, or cause the direction of, the management and policies of the second person, whether through the ownership of voting securities, common directors, trustees or officers, by contract or otherwise.

4.3 "Ambulance" shall have the meaning set forth in and meeting the requirements of A.R.S. § 36-2201 and which meets the additional requirements set forth in the Scope of Work part of this Agreement and, where indicated in the text of the Agreement, also meets the requirements set forth in Exhibits A, B, C and D of this Agreement.

4.4 "Ambulance Response" shall mean the response of an ambulance pursuant to Arizona Statutes and Rules, to a dispatch in connection with a services request that is a Code 3 Call and/or Code 2 Call.

4.5 "Arizona Department of Health Services" or "ADHS" shall mean the department of the State of Arizona responsible for regulating health services, including trauma and emergency medical services.

4.6 "Automatic Aid Contract Areas" shall mean all areas within and surrounding the City, in which the City has agreed to provide automatic aid services pursuant to Automatic Aid Agreement.

4.7 "Automatic Aid Services" shall mean the response of Contractor's ambulance(s), as the closest available unit with a CON for the Automatic Aid Contract Area, to a dispatch from Phoenix Fire Department Regional Dispatch Center (PFDRDC), or an equivalent, to a location beyond the Primary Service Area.

4.8 "Automatic Aid Agreement" shall mean the agreement between (PFDRDC), or an equivalent, and the City for the provision of Automatic Aid Services.

4.9 "BLS" shall mean basic life support.

4.10 "Captain" shall mean a member of the fire department serving in the position of captain.

4.11 "Certificate of Necessity (CON)" shall have the meaning as set forth in A.R.S. § 36-2201.

4.12 "City" or "Goodyear" shall mean the municipal corporation now existing and known as the City of Goodyear, Arizona.

4.13 "City Council" shall mean the governing body for the City.

4.14 "City Procurement Officer" shall mean the City's Procurement Manager (and any successor appointed by the City of Goodyear).

4.15 "Code 3 Call" shall mean a call for which the use of red lights and sirens are requested by the alarm room for ambulance response to the scene of an incident.

4.16 "Code 2 Call" shall mean:

- a. A call for which the use of red lights and sirens are not requested by the alarm room for Ambulance Response to the scene of an incident.
- b. A call in which the initial request by the alarm room was for a Code 3 Call, but was downgraded by the alarm room to a Code 2 Call prior to arrival on the scene of an incident.
- c. A call in which the initial request was for a Code 2 Call, but was upgraded by the alarm room to Code 3 prior to arrival on the scene of an incident.

4.17 "Commencement Date" means the date designated as the date performance of service is set to begin in Section 2.1 of this Contract.

4.18 "Contract" includes this fully completed and executed agreement, and any other attachments referenced herein.

4.19 "Contractor" means Maricopa Ambulance, LLC.

4.19(A) "Base of Operations" for the purposes of this Agreement and Scope of Work shall mean a location within the City of Goodyear as approved by the Fire Chief, where the Contractor's ambulance will be stationed while not otherwise deployed on emergency or non-emergency calls.

4.20 "EMS" shall mean emergency medical services as described in A.R.S. § 36-2201.

4.21 "EMS System" shall mean the system in which the City participates, describing certain emergency medical services and ground ambulance transportation services for the City and other participating cities, agencies, etc., in the Greater Metropolitan Phoenix Area or areas.

4.22 "Fire Chief" shall mean the department head for the City of Goodyear Fire Department.

4.23 "Fire Department" shall mean the City of Goodyear Fire Department.

4.24 "Firefighter" shall mean a member of the Fire Department with the firefighter employment designation.

4.25 "First Responder" means fire department personnel that provide immediate support services during prevention, response and recovery operations.

4.26 "Medical Director" means the base hospital physician who provides authorized medical direction to the City of Goodyear EMS System in accordance with Arizona Administrative Code § R9-25-204.

4.27 "Performance Bond" shall have the meaning set forth in this Contract.

4.28 "Person" means an individual, general or limited partnership, corporation, joint stock company, trust (including a business trust), unincorporated association, joint venture, limited liability company, governmental authority or other entity.

4.29 "Phoenix Fire Department Regional Dispatch Center" or "PFDRDC" or "Dispatch Center" shall mean the dispatch center at the City of Phoenix Fire Department.

4.30 "Primary Service Area" shall mean the entire area within the boundaries of the City contained within the Certificate of Necessity #147.

4.31 "Response Time" means the calculation of time beginning when a 911 call is received by Contractor and ends when the Contractor physically arrives on the scene of the incident and reports via radio or via MCT that Contractor is on the scene and ready to deliver Services as specifically defined in the Scope of Work.

4.32 "Response Time Requirements" shall have the meaning set forth in the Scope of Work section of this Contract.

4.33 "Station" shall have the meaning set forth in the Scope of Work part of this Contract.

Section 5. Indemnification.

5.1 Indemnity by Contractor.

a. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings) relating to or arising out of the negligent acts or omissions of Contractor, its employees, agents or any tier of subcontractors in the performance of this Contract.

b. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction or property including loss of use resulting therefrom, caused by any negligent acts or omissions in the performance of this Contract, including any employee of Contractor or any tier of subcontractor.

c. If any claim, action or proceeding is brought against the City by reason of any event that is the subject of this Contract and/or described herein, upon demand made by the City, Contractor, at its sole cost and expense, shall pay, resist or defend such claim or action on behalf of the City by attorney of Contractor, or if covered by insurance, Contractor's insurer, all of which must be approved by Contractor which approval shall not be unreasonably withheld or delayed. The City shall cooperate with all reasonable efforts in the handling and defense of such claim. Included in the foregoing, at its own expense, the City may engage its own attorney to defend or assist in its defense. Any settlement of claims shall fully release and discharge the indemnified parties from any further liability for those claims. The release and discharge shall be in writing and shall be subject to approval by Contractor, which approval shall not be unreasonably withheld or delayed.

d. If Contractor neglects or refuses to defend the City as provided by this Contract, any recovery or judgment against the City for a claim covered under this Contract shall conclusively establish Contractor's liability to the City in connection with such recovery or judgment, and if the City desires to settle such dispute, the City shall be entitled to settle such dispute in good faith and Contractor shall be liable for the amount of such settlements and all expenses connected to the defense, including reasonable attorney fees, and other investigative and claims adjusting expenses.

e. Insurance provisions required by this Contract are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

5.2 Indemnity by City.

a. To the fullest extent permitted by law, City shall defend, indemnify and hold harmless the Contractor, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings) relating to or arising out of the negligent

acts or omissions of City, its employees, agents, or any tier of subcontractors in the performance of this Contract.

b. City's duty to defend, hold harmless and indemnify the Contractor, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by any negligent acts or omissions in the performance of this Contract including any employee of City or any tier of subcontractor.

c. If any claim, action or proceeding is brought against the Contractor by reason of any event that is the subject of this Contract and/or described herein, upon demand made by the contractor, City, at its sole cost and expense, shall pay, resist or defend such claim or action on behalf of the Contractor by attorney of City, or if covered by insurance, City's insurer, all of which must be approved by City which approval shall not be unreasonably withheld or delayed. The Contractor shall cooperate with all reasonable efforts in the handling and defense of such claim. Included in the foregoing, at its own expense, the Contractor may engage its own attorney to defend or assist in its defense. Any settlement of claims shall fully release and discharge the indemnified parties from any further liability for those claims. The release and discharge shall be in writing and shall be subject to approval by City, which approval shall not be unreasonably withheld or delayed.

d. If City neglects or refuses to defend the Contractor as provided by this Contract, any recovery or judgment against the Contractor for a claim covered under this Contract shall conclusively establish City's liability to the Contractor in connection with such recovery or judgment, and if the Contractor desires to settle such dispute, the Contractor shall be entitled to settle such dispute in good faith and City shall be liable for the amount of such settlements and all expenses connected to the defense, including reasonable attorney fees, and other investigative and claims adjusting expenses.

e. Insurance provisions required by this Contract are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

Section 6. Termination.

6.1 Termination for Cause. Upon Contractor's failure to perform any of Contractor's responsibilities as set forth in the attached Scope of Work, the City may provide written notice to Contractor that it intends to terminate the Contract unless the problem cited is cured, or commenced to be cured to the City's satisfaction, within sixty (60) days of Contractor's receipt of such notice.

6.2 If Contractor, within such sixty (60) Day period, fails to cure, or substantially commence to cure to the City's satisfaction, such problem, then City may declare the Contract terminated for default by providing written notice to Contractor of such declaration. Notwithstanding the foregoing, the City may only terminate the Contract for failure to meet response time criteria or if a Major Breach occurs. A "Major Breach" consists of failure to meet priority 1 or 2 response time requirements for at least 90% of responses each month for three (3) consecutive months or for four (4) months in any contract year after the parties have met and

discussed necessary operational changes by Contractor to ensure response time compliance as set forth in paragraph VI.B of the Scope of Work. A “Major Breach” also includes a persistent failure of the Contractor to meet the requirements of the Contract that may endanger public health and safety.

6.3 Upon declaring the Contract terminated pursuant to subsection 6.2, above, subject to liens, encumbrances or other security agreements, and consistent with the provisions of Section 19, below, City may enter upon the Contractor’s premises and take possession, for the purpose of completing the work, of all materials, equipment and other items thereon, which have been purchased or provided for the performance of the work, all of which Contractor hereby transfers, assigns and sets over to City for such purpose, and to employ any person or persons to complete the work and provide all of the required labor, services, materials, equipment and other items. Any actions specified in this or any other section will only be taken in compliance with A.R.S. § 36-2212(A), A.R.S. § 36-2232, A.R.S. § 36-2233, A.R.S. § 36-2242, and A.R.S. § 36-2217 subject to Arizona Department of Health Services approval prior to initiating the action.

6.4 If City terminates this Contract for cause, then Contractor may be required to pay liquidated damages as more fully set forth in the Scope of Work.

6.5. Contractor’s cooperation with City following a notice of termination as well as the City’s draw against the Performance Bond shall not be construed as acceptance by Contractor of a finding of default and shall not preclude Contractor from seeking recourse in accordance with this Contract.

6.6 Termination at Will. City may terminate this Contract upon ninety (90) days advance written notice to Contractor for any reason. Contractor shall cooperate with City following notice of termination at will to ensure that any EMS and ground ambulance services are provided to City residents and constituents with the least amount of disruption.

Section 7. Compliance with Laws.

7.1 Contractor shall comply with all requirements of any federal, state, county, or city laws, statutes, ordinances, charters, codes, rules, regulations, and other governmental requirements, including but not limited to Arizona Statute and regulations of ADHS and the charter or ordinances of the City. No provisions of this Contract shall be construed to require Contractor to violate any orders or decisions issued by the Director of DHS or any governing statute or administrative rules regarding the provision of Ambulance or Ambulance service to the public. Contractor is advised that this Contract is subject to cancellation pursuant to A.R.S. § 38-511.

7.2 Qualifications to Participate in Federal and State Healthcare Programs. Both parties represent and warrant that (a) neither it nor any employee, agent, or independent contractor provided under this Contract is excluded from participation under any Federal Health Care Program for the provision of items or services for which payment may be made under a Federal Health Care Program; (b) neither it nor any employee, agent or independent contractor provided under this Contract has been convicted of a felony relating to health care fraud as defined under 42 U.S.C. §1320a-7(a)(3); and (c) no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e(g)(1) has occurred or is pending or threatened against either party or to its knowledge against any employee, agent or independent contractor engaged to provide items or services under this Contract (collectively “Exclusions/Adverse Actions”). During the term of this Contract, each party agrees to notify the other party in writing of any Exclusions/Adverse Actions within ten (10) days of learning of any such Exclusions/Adverse Actions and provide the basis of the

Exclusions/Adverse Actions. Each party acknowledges that the exclusion of any employee, agent or independent contractor from participation in the Federal Health Care Programs shall result in his or her immediate removal from the performance of duties and responsibilities for the other party under the terms of this Contract. Each party acknowledges and agrees that any Exclusions/Adverse Actions of or against it or any employee, agent or independent contractor utilized, directly or indirectly, in the performance of this Contract may serve as the basis of an immediate termination of this Contract by the other party. For purposes of this Contract, a "Federal Health Care Program" shall mean any plan or program providing health care benefits, whether directly through insurance or otherwise, that is funded directly, in whole or part, by the United States Government (other than the Federal Employees Health Benefits Program), or any State health care program and shall include, by way of example, the Medicare and Medicaid programs. City acknowledges that it has received copies of Contractor's Code of Ethics and Business Conduct and Contractor's Anti-Kickback Policy, attached hereto as Exhibit B.

7.3 Affirmative Action in Employment. Any Contractor performing under this Contract shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, religion, sex or national origin, qualified individuals because of their handicap status, nor otherwise commit an unfair employment practice. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are dealt with during employment without regard to their race, creed, color, age, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

7.4 This Contract shall be deemed to be made under, and will be construed in accordance with, and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof.

Section 8. Insurance Terms and Conditions - General.

8.1 Contractor and City shall procure and maintain insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Parties, their agents, representatives, employees or subcontractors. Each insurer shall have a current A.M. Best Company, Inc. rating of not less than A- and a category rating of not less than "8." Use of lower rated insurers by Contractor requires prior written approval from City. Insurance provided by Contractor shall be primary for acts or omissions that occur during the performance of Contractor's duties under this Contract.

8.2 The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under this Contract by Contractor, his agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance as may be determined necessary. Any insurance coverage carried by the City or its employees is excess coverage and not contributory coverage to that provided by the Contractor for the performance of responsibilities under this Contract by Contractor.

8.3 Insurance coverage, other than Workers' Compensation and Professional Liability, shall name the City, its agents, representatives, directors, officials, employees, and officers, as an additional insured. Prior to commencing services under this Contract, Contractor shall furnish City with Certificates of Insurance or formal endorsements as evidence that policies providing the

required coverage, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number and shall provide for not less than thirty (30) days advance Notice of Cancellation of coverage. Such certificates shall be sent directly to Risk Management Department, City of Goodyear, 190 North Litchfield Road, P.O. Box 5100, Goodyear, Arizona 85338.

8.4 All insurance required herein shall be maintained in full force and effect until Services required to be performed under the terms of the Contract are satisfactorily completed and formally accepted.

8.5 Deductibles. Any and all deductibles or self-insurance retentions in the insurance policies purchased by Contractor shall be assumed by and be for the account of, and at the sole risk of Contractor. The amounts of any self-insurance retentions shall be noted on the Certificates of Insurance.

8.6 The coverage limits required in Sections 9-13 below may be satisfied through a combination of primary and excess/umbrella coverages.

Section 9. Workers' Compensation.

9.1 Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over their employees engaged in the performance of the Services.

Section 10. Automobile Liability.

10.1 Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damages of not less than \$5,000,000 each occurrence regarding any owned, hired, and non-owned vehicles assigned to or used in performance of Services herein. Coverage will be at least as broad as coverage Code 1 "any auto" under Insurance Service Office policy form CA 00 01 10 01 or any replacement thereof.

Section 11. Commercial General Liability.

11.1 Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$5,000,000, for each occurrence and \$10,000,000 in the aggregate. The policy shall include coverage for bodily injury, property damage, personal injury, products and standard ISO contractual liability language, which coverage will be at least as broad as Insurance Service Office policy form CG 00 01 07 98 or any replacement thereof. The certificate of insurance for the Commercial General Liability insurance policy shall expressly cover the indemnification obligations required by this Contract. A commercial general liability insurance policy required by this Contract may not be written on a "claims made" basis.

Section 12. Professional Liability.

12.1 Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services (specifically emergency medical services performed in conjunction with ground ambulance transport) performed by the Contractor or any person employed by it, with a limit of not less than \$5,000,000 each claim and \$10,000,000 all claims. All Professional Liability Insurance shall be maintained for a period of three years after completion

of this Contract and shall provide coverage for periods during which Contractor performs Services under this Contract.

Section 13. Umbrella/Excess Liability.

13.1 Contractor shall maintain Umbrella/Excess Liability insurance with a limit of not less than \$5,000,000 per occurrence combined limit Bodily Injury and Property Damage, that “follows form” and applies in excess of the Commercial General Liability, Automobile Liability, and Employer’s Liability, as required above. Primary per occurrence coverage may be used to fulfill this requirement.

Section 14. Records, Reporting Requirements and Confidentiality of Records.

14.1 Records.

- a. The Parties shall cooperate with one another for the maintenance of complete and accurate records of all requests for service and deployment of transportation resources, including time and date of the request, location of the incident identification of the response unit, arrival time of the response unit at the incident scene, total elapsed time between dispatch and completion of transportation to the medical facility.
- b. The Parties shall maintain, pursuant to any record retention law or regulation to which it is subject, records regarding the personnel dispatched on each responding Ambulance. Contractor shall make available to City a complete and current record of all personnel employed to perform Contractor's obligations under this Contract.
- c. Contractor shall maintain and make available to City, upon reasonable notice by City, accurate and complete accounting records and individual billings for the operations of its Ambulance service. Contractor shall maintain all such records pursuant to any record retention law or regulation to which it is subject.

14.2 Reporting Requirements. The Parties shall keep and maintain at their respective business offices accurate and complete accounting records for the operation of their respective ground ambulance transport services. During the term of this Contract and for a period of three (3) years thereafter, Contractor shall make available to City such accounting records relating to the services defined in this Contract. All such records shall be maintained and reported in accordance with standard accounting procedures. On an annual basis, the Contractor shall make available to the City for inspection, at the local office of the Contractor, the annual consolidated financial statements of Contractor or any other entity primarily responsible for providing ground ambulance transport services under this Contract, which reflect the financial performance hereunder. Contractor shall provide City with a current list of field personnel, which shall include date of hire and certification level. This shall be provided on an annual basis and an updated list shall be made available upon request of City, with reasonable notice to Contractor, anytime during the term of this Contract. Upon commencement of the Contract, Contractor shall provide City with a list of all management and supervisory personnel directly responsible for the performance of functions under this Contract.

14.3 HIPAA Requirements: The Parties acknowledge that the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §§ 1320d through d-8, as amended and the regulations promulgated there under (collectively, "HIPAA") apply to the activities described in this Contract, and that Contractor is a "covered entity" as that term is used in HIPAA. In that regard, the parties acknowledge and warrant to each other that their respective activities undertaken pursuant to this Contract shall conform to HIPAA no later than the effective date of each such requirement. In particular, City agrees to comply with the provisions set forth in Attachment 3 to this Agreement, regarding Protected Health Information ("PHI"), as defined by HIPAA. The Party's obligations under this subpart shall survive the expiration or termination of this Contract, regardless of the reason for such termination. The Parties agree that they will execute Contractor's standard mutual HIPAA Business Associate Agreement in the form attached as Exhibit C or substantial equivalent.

14.4 Contractor and City will comply with all reporting requirements as set forth in greater detail in their respective Scope of Work.

Section 15. Return of City Equipment.

15.1 The Contractor agrees to return any City-issued equipment in good working order, normal wear and tear excepted, at the termination of the Contract. If financial contribution is required from the Contractor for City-issued equipment, then Contractor will either lease the equipment at a fair market value monthly lease amount, or, if the financial contribution consists of payment of the entire fair market cost of the equipment, then Contractor will retain the equipment at the termination of this Agreement. For any City of Goodyear equipment not returned at the conclusion of the term (except for equipment retained as set forth in this paragraph), or for any equipment returned damaged or unusable, the City of Goodyear shall repair or replace said equipment at Contractor's sole expense.

15.2 Upon termination of this Agreement, the City may purchase ground ambulances utilized by Contractor to provide Service to the City during the term of this Agreement. Such purchase will be for ground ambulances only. The purchase of any equipment in the ground ambulances such as heart monitors and radios will be addressed separately. The details of that purchase program are more fully set forth in the Scope of Work.

Section 16. Product Endorsement/ Advertising.

16.1 The Contractor shall not use the name or equipment of the City of Goodyear for the endorsement of any commercial product or service without the written permission of the City of Goodyear.

Section 17. Program Enhancements and Equipment.

17.1 The Contractor agrees to provide equipment and program enhancements as more specifically set forth in the Scope of Work.

Section 18. Performance Security; Liquidated Damages.

18.1 Due to the importance of the EMS System to the community it serves, the City of Goodyear must do everything possible to eliminate the potential for system failure. Ground ambulance transport service is an essential service and a well designed system incorporates a

variety of performance security measures to minimize the potential for failure and to sustain uninterrupted service in the event of the failure of the Contractor.

18.2 Based upon the critical nature of Contractor's functions under this Contract to the City's EMS System participation and service to its residents, Contractor's failure to comply with performance requirements may result in the imposition of liquidated damages as set forth in greater detail in the Scope of Work, Sections VI(B) and (C).

Section 19. Continuous Service Delivery.

19.1 The Contractor expressly agrees that, in the event of a default by the Contractor, the Contractor will work with the City of Goodyear to assure continuous delivery of services regardless of the underlying cause of the default. The Contractor agrees that there are public health and safety obligations to assure that the City of Goodyear is able to provide uninterrupted service delivery in the event of default even if the Contractor disagrees with the determination of the default. Contractor agrees that if notified by the City about a determination of default and its intent to execute an emergency takeover of the ground ambulance transport system, Contractor will fully cooperate with the takeover and challenge or appeal the matter only after the takeover has been completed. This cooperation will include allowing the City to directly and completely operate the system under the authority of an emergency ADHS CON in accordance with the terms and conditions of such emergency CON. If City has its own CON, this provision will allow the City to directly and completely operate the ground ambulance transport system for its designated Service Area under that CON.

19.2 Any actions specified in this or any other section will only be taken in compliance with A.R.S. § 36-2212(A), A.R.S. § 36-2232, A.R.S. 36-2233, § 36-2242, and A.R.S. 36-2217 and the Arizona Department of Health Services' approval prior to initiating the action.

Section 20. Performance Bond/Security Account.

20.1 Contractor will be required to provide the City with a performance bond as security for the performance of obligations under this Contract. The performance bond shall be in the amount of one million dollars (\$1,000,000.00) and will be in the form attached hereto as Exhibit D. Contractor will be required to maintain the bond (renewed annually), throughout the term(s) of the Contract.

20.2 Contractor will be required to establish a performance security fund in a national bank having an office in Maricopa County, Arizona in the amount of \$50,000.00 (Fifty Thousand Dollars) as security for the faithful performance of the provisions of this Contract and any claims for liquidated damages. Once the alternative dispute resolution process has concluded, the City shall have the full power to withdraw funds from the security fund, except that any interest accrued shall be payable to the Contractor upon demand. Failure to establish or maintain a security fund, in the full amount required, in effect for the full term of this Contract and any renewal or extension thereof shall constitute a material breach of this Contract.

Section 21. Fair Market Value.

21.1 Fair Market Value. This Contract has been negotiated at arms length and in good faith by the Parties. Nothing contained in this Contract, including any compensation paid or payable, is intended or shall be construed: (i) to require, influence or otherwise induce or solicit either Party regarding referrals of business or patients, or the recommending the ordering of any

items or services of any kind whatsoever to the other Party or any of its affiliates, or to any other person, or otherwise generate business between the Parties to be reimbursed in whole or in part by any Federal Health Care Program, or (ii) to interfere with a patient's right to choose his or her own health care provider.

Section 22. Notices.

22.1 Any demands or notices made pursuant to this Contract will be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally delivered to the Party to whom notice is to be given, or (b) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified postage prepaid to the addresses listed below:

For the City:

Deputy Fire Chief-Operations
Public Safety Administration
Building
14455 West Van Buren Street
Suite E102
P.O. Box 5100
Goodyear, AZ 85338

For the Contractor:

Maricopa Ambulance
23200 N. Pima Rd., Ste. 210
Scottsdale, AZ 85255
Attn: Alan Smith

Copy to:

City Attorney
City of Goodyear
190 North Litchfield Road
Goodyear, AZ 85338

Tony Dalton, General Counsel
9721 Cogdill Road, Suite 302
Knoxville, TN 37932
tdalton@priorityambulance.com

Section 23. Alternative Dispute Resolution.

23.0 Alternate Dispute Resolution. The alternate dispute resolution (ADR) process provided herein shall be the exclusive means for resolution of claims or disputes and other matters in question between the City and Contractor arising out of, or relating to this Contract, interpretation of this Contract, or the performance of or the breach by any Party thereto, including but not limited to, original claims or disputes asserted as cross claims, counterclaims, third party claims or claims for indemnity or subrogation, in any threatened or ongoing litigation or arbitration with third parties, if such disputes involve parties to contracts containing this ADR provision. The Parties agree to implement the Informal Problem Resolution as set forth in Subsection AA and Exhibit A of the Scope of Work prior to seeking resolution through ADR.

23.1 Notice. Contractor shall submit written notice of any claim or dispute to the City's Contract Administrator (the Deputy Fire Chief identified in Section 22.1 above) within fifteen (15) days of the occurrence, event or disputed response from the City, or at the conclusion of informal Problem Resolution, if applicable, for immediate resolution pursuant to these provisions. Each claim or dispute shall be submitted and resolved as it occurs and not postponed until the end of this Contract or combined with other pending claims.

23.2 City Response. The City's Contract Administrator will provide to Contractor a written response to any claim, request for clarification or dispute on or before fifteen (15) days from receipt of Contractor's written claim.

23.3 Appeal. If Contractor disagrees with the response of the City's Contract Administrator, within ten (10) days of the date of the response by the City's Contract Administrator, Contractor shall file with the City's Contract Administrator, written notice of the appeal. The City's Contract Administrator shall provide copies of all relevant information concerning this Contract and claim or dispute to the City Manager who will make a final determination about the appeal. The City Manager may request additional information from either party, may hold an informal informational hearing or may make the determination based on the information provided. The City Manager shall make a final determination on the appeal and provide written notice to Contractor within thirty (30) days from the date of Contractor's written notice of appeal.

23.4 Arbitration. If Contractor is not satisfied with the determination of the City Manager, the following binding arbitration procedure shall serve as the exclusive method to resolve all unresolved disputes. If Contractor chooses not to accept the decision of the City Manager, Contractor shall notify the City's Contract Administrator in writing within ten (10) days of receipt of the City Manager's decision on the appeal about Contractor's request for arbitration. Contractor shall post a cash bond with the Arbitrator in the amount of Five Thousand Dollars (\$5,000), or a greater amount as determined by the Arbitrator. The purpose of the bond is to defray the costs of the arbitration and proceeds from the bond shall be allocated to defray such fees and costs of the arbitration as determined by the Arbitrator.

- A. Uniform Arbitration Act. Except as otherwise provided herein, binding arbitration pursued under this provision shall be governed by the Uniform Arbitration Act as enacted in Arizona in A.R.S. § 12-1501, *et. seq.*
- B. Fees and Costs. Each party shall bear its own fees and costs in connection with any informal appeal hearing before the City Manager. All fees and costs associated with any arbitration before the Arbitrator, including without limitation, the Arbitrator's fees, shall be shared equally among the Parties; The determination of prevailing and non-prevailing parties, and the appropriate allocation of attorneys' fees, expert witness fees and cost, will be included in the award by the Arbitrator. Such fees and costs shall be reported separately on each Party's Ambulance Revenue and Cost Report pursuant to A.A.C. R. 9-25-1106(A)(16).
- C. Equitable Litigation. Notwithstanding any other provision of ADR to the contrary, and other than in the event of an emergency takeover of Contractor's operations, any party may petition the Maricopa County Superior Court for interim equitable relief as necessary to preserve the status quo and prevent immediate and irreparable harm to a party or to ongoing work pending resolution of a dispute pursuant to ADR provided for herein. No court may order any permanent injunctive relief except as may be necessary to enforce an order or award entered by the Arbitrator. The fees and costs incurred in connection with any such equitable proceeding shall be determined and assessed by the Maricopa County Superior Court Judge hearing the petition for equitable relief.

Section 24. Miscellaneous Provisions.

24.1 Successors and Assigns. This Contract is binding on the parties' respective partners, successors, assigns and legal representatives. Contractor will not assign, sublet or transfer its interest in this Contract without the prior written consent of the City. Any assignment made contrary to the provisions of this section shall terminate the Contract and, at the option of the City, shall not convey any rights to the assignee. Any change in the Contractor's ownership shall, for this purpose of the Contract, be considered a form of assignment. The City of Goodyear may require credentials and financial information from the transferee and may base its approval or withholding of approval on the information provided. In no event does this Contract create any contractual relationship between the City and any third party.

Contractor shall not Transfer or Assign. This Agreement shall not be sold, assigned, or transferred, either in whole or in part, or leased, sublet nor shall title thereto, either legal or equitable or any right, interest or property therein, pass to or vest in any Person, without the prior written consent of City, which consent shall not be unreasonably delayed or withheld. Such consent shall not be required for a transfer in trust, mortgage, or other hypothecation in whole or in part to secure an indebtedness.

- a. The proposed assignee must show the transfer will not cause any increased risks of nonperformance of the Agreement or any loss to the City of its bargained for consideration in the Agreement. The assignee's showings must at a minimum detail of facts sufficient to show the assignee's technical ability, financial capability, legal qualifications, current and past contractual obligations and performances, personnel qualifications and general character qualifications and such other qualifications as reasonably determined by City and the assignee must agree to comply with all provisions of Agreement.
- b. A new entity, if allowed, must assume in writing all of a Contractor's obligations and liabilities under this Agreement (including assuming and being responsible for the performance, defaults, noncompliance with applicable law, obligations and liabilities under this Agreement) and shall agree in writing to comply with all provisions of this Agreement and become a signatory to the Agreement.
- c. In no event shall a transfer of ownership be approved without the successor-in-interest becoming a signatory to Agreement.

24.2 Severability. If any part of this Contract is found by a court to be unenforceable, the remaining provisions shall, nonetheless be enforceable to the extent allowed by law.

24.3 Integration. This Contract contains the full agreement of the Parties hereto. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter hereof is merged and superseded hereby.

24.4 Modification. Any supplement, modification, or amendment of any term of this Contract shall be in writing, signed by both Parties, and shall be deemed effective only following approval by ADHS and execution by the Parties to the Contract. The Parties agree that they shall promptly amend the Contract to comply with all applicable laws and regulations and that such amendment shall become effective following approval by ADHS.

24.5 Conflict of Interest. This Contract is subject to the provisions of A.R.S. § 38-511 and may be canceled by the City, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the City is, or becomes, an employee, consultant, or agent of Contractor in any capacity with respect to the subject matter of the Contract while the Contract, or any extension or amendment thereof, is in effect.

24.6 Independent Contractor. The services Contractor provides under the terms of this Contract are that of an Independent Contractor, not an employee, or agent of the City. No provision in this Contract gives or will be constructed to give the City the right to direct Contractor as to the details of accomplishing the work required under this Contract.

24.7 Taxes. Contractor shall be solely responsible for any and all tax obligations that may result from Contractor's performance of this Contract.

24.8 Survival. All warranties, representations, and promises of indemnification by Contractor will survive the completion and/or termination of this Contract.

24.9 Cooperative Statement. This contract shall be for the use of the City of Goodyear. In addition, eligible specific political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. Any eligible agency may elect to participate (piggyback) on this contract if the Contractor agrees to do so, subject to approval by ADHS.

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

CITY OF GOODYEAR

By: _____
Name: _____
Title: _____

Attested by:

City Clerk

Approved as to form:

City Attorney

By: _____
Name: _____
Title: _____

EXHIBIT A

SCOPE OF WORK—CONTRACTOR

I. Introduction

The Contractor will be granted an exclusive contract subject to Goodyear City Council approval. The contract under which these services are to be procured will be a term agreement, with the Contractor responsible for the collection of patient revenues from appropriate sources other than the City of Goodyear.

II. Overview of System Design

The establishment of the City of Goodyear Emergency Medical Services (EMS) system has been authorized by the City Council.

Under this EMS System design, the City of Goodyear contracts for some emergency ambulance services with a single exclusive third-party provider of ambulance services for the City of Goodyear. Those contract rights are granted through an exclusive high-performance contract; however, the City of Goodyear also intends to obtain a CON and will introduce ground ambulance transport assets and personnel consistent with the schedule(s) in this Contract.

The Goodyear EMS System is designed to align the interests of the City of Goodyear and the Contractor with those of the community and healthcare providers they serve. Throughout this procurement, the City of Goodyear offers a contract in return for high performance, clinically excellent, professional, EMS services. The City of Goodyear provides no financial subsidy to the Contractor. The Contractor derives its operating revenue from user/transport fees. The Department of Health Services for the State of Arizona approves the amount of these fees for all providers. The division of functional responsibilities in this EMS System is designed to achieve the best possible combination of public interest and industry expertise, when viewed from the patient's point of view.

A. Primary Service Area Summary, Demographics and Background

1. Primary Service Area. The primary service area for the City of Goodyear is as defined herein. The population within the current legal boundaries of the City of Goodyear is currently over 82,000 residents within an area of 191 square miles.
2. Demographics. Demographic and geographic data may be found at the following website provided by the City of Goodyear: <http://www.ci.goodyearaz.gov>.
3. Background. The Goodyear EMS System has been created by the City of Goodyear council and administered by the Fire Chief to improve EMS services within the City of Goodyear. The Goodyear Fire Department will provide Advanced Life Support First Response and ground ambulance transport services after obtaining a CON from the ADHS.
4. Service Volume. EMS response data is available upon request. The City of Goodyear makes no representation of the completeness or accuracy of this

data. Contractor is advised to use industry expertise and knowledge to estimate the volume of business represented by the Contract and any subsequent contract.

B. City of Goodyear Functional Responsibilities

Under this EMS System, the City has the following responsibilities:

1. To represent the public interest of its constituents;
2. Monitor compliance and enforce contractual terms;
3. Award exclusive emergency ambulance service contract rights to the Contractor;
4. Provide contract administration and funding for the medical director for clinical oversight and medical control of City of Goodyear employees; and
5. Solicit input from the medical community about appropriate response standards.
6. Introduce City owned/operated ground ambulance transport assets and personnel into the EMS system after it obtains a CON from ADHS.

III. Medical Director

The position of the Medical Director is established by City Council by contract. The Contractor will be required to use the same base station used by the City for medical control. The City of Goodyear currently uses Banner Thunderbird as its base hospital. The Medical Director shall be a physician associated with the base hospital. The City's Medical Director, in conjunction with Contractor's Administrative Medical Director, if any, will rule on unresolved incidents based upon West Valley EMS protocols.

IV. Contractor's Functional Responsibilities

Under the City of Goodyear EMS System, the Contractor will furnish and manage field operations, and accounts receivable services including but not limited to:

1. Employment of all Contractor ambulance field personnel;
2. Supervision and management of Contractor's employees;
3. Provision and maintenance of the vehicles and equipment necessary to provide the specified services under this Contract;
4. In-service training of Contractor's employees;
5. Development and management of an internal continuous quality improvement system; as well as participation in quality improvement of the EMS System;
6. Purchasing and inventory control;
7. Support services necessary to operate within the system;

8. Accurate completion and timely submission of approved clinical and billing related data;
9. Meeting response times and other performance requirements in compliance with the following:
 - a. State laws and regulations.
 - b. Response criteria provided in this Scope of Work during the periods set forth in this Scope of Work.
 - c. Current approved West Valley EMS protocols.
10. Participate and cooperate with the Medical Director in medical audits and investigations with timely responses and completion of assigned tasks;
11. Report Contract compliance on a monthly basis while providing a verifiable audit trail to document that performance;
12. Provide patient billing and collections service for Contractor transports; and
13. Provide indemnification, insurance and other security as stated in this Contract.

V. Mandatory Requirements

A. Arizona Department of Health Certificate of Necessity

The Contractor must submit a copy of its current CON issued by the ADHS, authorizing it to provide the services required under this Scope of Work. Failure to provide a copy of a current eligible CON will result in immediate disqualification from this Contract. Contractor shall also immediately report any adverse actions taken against its' CON by ADHS, including suspension or termination of its CON. Any suspension or termination of Contractor's CON is grounds for immediate termination of this Contract.

B. Demonstration of Sound Financial Position

The Contractor shall make available for inspection documents concerning the financial history and current position of the organization. All financial information should be reported for the legal entity responsible for this Contract. If the entity is a multi-site operator or subsidiary operation, it may make available for inspection consolidated financial information provided that a letter guaranteeing the Contractor's performance with the full faith and credit of the parent organization is included with the financial data and is signed by an official that has the legal authority to bind the parent organization. The Contractor will also make available for inspection documents establishing the following:

1. Access to and sources of sufficient capital to provide for ongoing ground ambulance transport operations.
2. Financial reserves or net worth sufficient to sustain the operation in case the Contractor has incorrectly estimated expenses or profits from the operation or there are changes to key reimbursement rates. E.g. AHCCCS reimbursement.

3. Disclosure of any issue that may have a material bearing on the financial condition, solvency or credit worthiness of Contractor or a parent or affiliate that may adversely affect the financial solvency of Contractor. These should include any material contingent liabilities or uninsured potential losses, voluntary or involuntary bankruptcy filings and involuntary contract terminations in Arizona or other jurisdictions.
4. If the Contractor or its parent is publicly traded, a copy of the most recent annual report and SEC forms 10-(k) and 10-(Q). These must include financial statements for at least the most recent two (2) year period.
5. If the Contractor is not publicly traded, Contractor will make available for inspection audited financial statements for the past two (2) years. Contractor will also, upon reasonable request, make available for inspection the most recent interim financial statements (which may be unaudited). All audited statements must contain a statement that the auditor conducted the audit in accordance with auditing standards accepted in the United States of America. Should audited statements not be available, the Contractor shall make available for inspection financial statements together with notarized guarantees of accuracy signed by the Chief Financial Officer and Chief Executive Officer of the Contractor.
6. Evidence of insurability sufficient to meet insurance coverage required under the Agreement for Ambulance Services. This may be in the form of certificates of insurance or a letter from an appropriate insurance company documenting that coverage will be provided, together with the amounts of any self-insured retentions or deductibles. Detailed insurance coverage requirements are set forth in the Agreement for Ambulance Services.
7. Federal programs (Medicare, Medicaid and HIPAA) and third-party payor billing and documentation compliance program. Contractor shall identify its program (s), methods, documentation compliance program. Contractor should identify its program(s) methods, documentation guidelines, and implementation procedures. Contractor must also identify the firm's compliance officer (s) and detail policies related to reporting and resolution of compliance issues.

C. Documentation of Regulatory Compliance and Litigation

1. The Contractor shall detail any and all ADHS investigations, findings, actions, complaints, including respective resolutions, whether a matter was closed or pending resolution within the last five (5) years. Contractor will specifically include details about any and all emergency (911) contract terminations. Additionally, the Contractor will detail the circumstances and resolution of any contract disputes or notices or non-compliance.
2. As of the Commencement Date, Contractor is not aware of any litigation against it that would materially impact their ability to provide services in this contract.

VI. Operations Management Provisions

A. General Contractor Relationship

Subject to the City obtaining its own CON and providing ground ambulance transport services that gradually increase over time, through this Scope of Work, the City of Goodyear intends to hire a single third-party Contractor to provide the services specified within this Scope of Work. Should the Contractor intend to utilize one or more subcontractors to provide any of the Contractor's primary responsibilities, including, but not limited to, ambulance response, medical transportation, staffing, training, communications, call center management, protocol development, accounts receivable management, collection activity, fleet or equipment maintenance, or any similar services, the Contractor must include detailed information about the subcontractor and its relationship to the Contractor to allow the City of Goodyear to evaluate the quality and effectiveness of the subcontractor's proposed role. Copies of all proposed subcontracts shall also be submitted to the City for review. The City of Goodyear will look only to the primary, general Contractor to deliver contracted performance, regardless of subcontracted functions. The inability or failure of any subcontractor to perform any duty or deliver contracted results will not excuse the primary Contractor from any responsibility under this Contract with the City of Goodyear.

The City of Goodyear will contract with a single, third-party provider of emergency ground ambulance services within the City of Goodyear. The City and Contractor will provide all emergency (911) ground ambulance service for the defined population of the City of Goodyear. Air medical helicopter rescue services are not the responsibility of the Contractor.

Ambulance services will be provided at the Advanced Life Support (ALS) level for all areas that are legally incorporated by the City of Goodyear. The Contractor will provide mutual aid services and contract services specifically included in this Contract. The Contractor will furnish at fair market value standby coverage for special events and Contract services specifically included in this Scope of Work. Contractor will provide the Fire Chief with notice that the Contractor intends to use vehicles identified in the Contract as units intended to serve the primary service area for 911 emergencies for long distance transfers or interfacility transfers. In such instances, the Contractor's regional posting plan will ensure that sufficient 911 ambulances will be available from surrounding systems. Contractor will provide its regional posting plan to the Fire Chief or his designee upon request. Initially, Contractor will provide four (4) ALS ambulances for the Goodyear system. Such ambulances shall be purchased with input from the City (or approved by City if the Contractor already owns ALS ambulances), to ensure the ALS ambulances meet City specifications for their anticipated phase-in into the City's CON. However, ALS ambulances utilized by Contractor for purposes of serving the Goodyear system shall be initially purchased by Contractor (or approved by the City if Contractor already owns ALS ambulances). It is anticipated that once the City obtains its own CON and introduces ground ambulances into the EMS System, the number of Contractor's Goodyear based ambulances will be reduced. Thus, when the City brings ground ambulance units online, Contractor may reduce its Goodyear based ground ambulance units. This reduction will be based upon a unit hour utilization analysis conducted by the Contractor. The final determination about whether Contractor may reduce the number of ambulances to the City based upon such analysis shall be left exclusively to the Contractor. Two (2) Contractor ambulances will have a Base of Operations within the City and an ALS ambulance will remain available for service at all times from Estrella Mountain Ranch and one north of the Gila River in Goodyear.

Once the City obtains its CON and introduces its own ambulances in to the ground ambulance transport system for its Service Area, the City shall purchase Contractor's ALS ambulances that have been utilized in the Goodyear system for servicing this Agreement. Thus, the City shall purchase

ALS ambulances from Contractor as Contractor's need for such ambulances declines and City's need for such ambulances increases. The purchase price of such ground ambulances will be made based upon arm's length negotiations and will be based upon such factors as current market and book value information that addresses the current value of such ALS ambulances in the Phoenix metropolitan area. The City shall not be required to purchase any ALS Ambulance from the Contractor that has in excess of 150,000 odometer miles.

For the seasonal duration of the Cactus League spring training games, the Contractor agrees to supply one of the two above-referenced Goodyear based ALS ambulance for standby at Goodyear's Spring Training facility at no additional cost to the City of Goodyear, the Cleveland Indians or the Cincinnati Reds. The Contractor may bill the patient for services rendered as applicable.

B. Response Time Performance

In this high performance-based contract the City of Goodyear does not limit the Contractor's flexibility in providing and improving EMS services. Performance that meets or exceeds the monthly response time requirements of the Contract is the result of the Contractor's expertise and methods, and therefore is solely the Contractor's responsibility. An error or failure in one portion of the Contractor's operation does not excuse performance in other areas of Contractor's operations.

Since the Contractor is the only contracted third party provider of emergency ground ambulance transport services, the City, patients and healthcare facilities rely on the Contractor to provide timely ambulance services. The clinical impact of poor emergency performance is enormous. Therefore, the Contractor will be required to meet or exceed criteria for emergency ground ambulance transport services at all times.

Superior response time performance over any period of time does not permit inferior response time performance over any other period of time. Contractor shall use its best effort to minimize variations or fluctuations in response time performance.

1. Response Time Requirements

Minimum compliance is achieved when 90% or more of responses for Code 3 Calls and Code 2 Calls meet the specified response time requirements for the applicable month. To be in compliance for Code 3 Calls, Contractor must have an ambulance on scene for each presumptively life-threatening emergency within ten (10) minutes and zero seconds for not less than 90% of all Code 3 Calls for the applicable month. To be in compliance for Code 2 Calls, Contractor must have an ambulance on scene for each non-life threatening emergency within twenty (20) minutes and zero seconds for not less than 90% of all Code 2 Calls for the applicable month.

Priority	Allowable Response Time
Code 3 Calls (Priority 1)	10 Minutes, zero seconds (10:00)_ for 90% of Calls in a Single Month
Code 2 Calls (Priority 2)	20 Minutes, zero seconds (20:00) for 90% of Calls in a Single Month

Response priorities are defined according to a priority dispatch protocol approved by the Fire Chief, including response times as defined by Arizona Statutes, Rules and the ADHS and response times as defined by AAC R9-25-901.47 and as identified by Phoenix Fire Department Regional Dispatch Center's (PFDRDC's) protocols.

Currently, all dispatches of ambulances are Code 3 Calls and considered Priority 1. The City may adopt additional priorities and associated response times as circumstances require. The City anticipates that during the term of the Contract, the City and the Contractor will implement a system of priority dispatch that may categorize certain calls, based on telephone triage, into the following categories:

Priority	Definition
1	Life Threatening Emergencies
2	Non-Life Threatening Emergencies

2. Reporting

In every instance with respect to the specified response time criteria, Contractor shall submit a written report, at least monthly, in a format approved by the Fire Chief documenting the cause of each late response and written plans and efforts to eliminate recurrence.

3. Response Time Measurement

The response time measurement methodology employed will influence operational requirements of the EMS System and this Scope of Work. It is anticipated that PFDRDC will directly dispatch the ambulances in conformance with its protocols.

For all dispatches for services, arrival of the ambulance (staffed as required) shall be signaled by a Contractor's transmission to the dispatch center. Such transmission shall not be made until the ambulance actually arrives and is stopped at the specific location to which it has been dispatched. In the case of apartment or business complexes, such transmission shall not be made until the ambulance actually arrives at the point closest to the apartment or business to which it has been dispatched and to which its ambulance can be driven. Only arrival at a location, or designated staging area, by a Contractor's ambulance is a measurement of response time.

Arrival on scene means the moment the first arriving ambulance crew member notifies the PFDRDC either via radio or MCT that the ambulance is fully stopped at the location where it is required to be stopped while ambulance personnel exit to attend those in need of service. In situations where the ambulance has been requested to respond to a location other than the scene (e.g., staging areas for hazardous scenes), arrival on scene shall be the time the ambulance arrives at the designated location.

In instances when an ambulance crew fails to timely report arrival on scene, the actual arrival time documented through other means, such as Fire Department personnel or PFDRDC CAD system Automated Vehicle Locator (AVL) position reporting will be used as the on-scene time.

If an ambulance is cancelled by an authorized agency after an assignment has been made but prior to the arrival of the ambulance at the scene (and no ambulance is required at the scene), the response time will be measured to the moment of cancellation. If the elapsed response time at the moment of cancellation exceeds the response time requirement for the assigned priority of the call, the unit will be determined to be late.

Contractor will not be held accountable for emergency or non-emergency response time compliance for any response dispatched to a location outside the Primary Service Area. Responses to requests for service outside of the Primary Service area will not be counted in the total number of responses used to determine compliance with the Contract.

Subject to the City obtaining a CON and introducing ground ambulances into the Service Area, Contractor shall accept and respond within response time requirements to those requests for ambulance transportation dispatched by the Phoenix Alarm Room for incidents arising within the Primary Service Area. When the City of Goodyear requests multiple ambulances at a single time for a single incident, the Contractor will be responsible for meeting the response time requirements for the first arriving ambulance.

Once the City obtains a CON from ADHS and places a ground ambulance at one of its Fire Stations, PFDRDC shall be notified and revised dispatch protocols will be developed by the City and Contractor. Specifically, for those EMS incidents occurring in the Service Area near the Fire Station where the City has deployed its own ground ambulance, PFDRDC shall dispatch the closest available ground ambulance to the EMS incident. If that ground ambulance is not available, PFDRDC will continue to dispatch available ground ambulances pursuant to developed dispatch protocols.

Contractor shall be required to provide for reserve service capacity in order to increase service should temporary EMS System or dispatch overload occur. However, it is understood that from time to time unusual factors beyond Contractor's reasonable control may affect the achievement of the specified response time requirement. Unusual factors are limited to unusually severe weather conditions, declared disasters, periods of unusually high demand for emergency services, or significant traffic disruptions caused by flooding or other non-routine events. Unusually high demand for emergency services will be determined by the Fire Department. Equipment failures, regular traffic congestion, ambulance failures, dispatch errors, inability to staff ambulances and other similar causes will not be grounds for granting an exception to compliance with the response time requirements.

If Contractor thinks that any response or group of responses should be excluded from the compliance calculations due to unusual factors beyond Contractor's reasonable control, Contractor may provide detailed supporting information in writing to the City's EMS Battalion Chief. Contractor may request that the City exclude a response or group of responses from response time calculations and late penalties. Any such request must be made in writing and be received by the City's EMS Battalion Chief within five (5) business days after the end of the month. The Fire Chief will review the request and issue a determination. Should Contractor dispute the determination, Contractor may appeal pursuant to the dispute resolution provisions of this Contract.

4. Response to Hospital

When the Contractor has a patient on board and is transporting to a receiving facility, the Contractor will, when appropriate, transport without lights or sirens except when patient acuity requires a Priority 1 response. Transport to hospital shall in all instances be governed by the applicable medical protocols pertaining to patient care. The Contractor will be solely responsible for returning any field personnel to their respective fire stations.

5. Response Time Audit Trail

Contractor shall assure a complete audit trail for all response times and assure that the City of Goodyear has access to the response time data at any time to assure compliance. Failure to maintain response time audit trail data is grounds for termination of this Contract.

C. Deviations from Response Time, Performance or Other Standards

The Contractor understands and agrees that the failure to comply with any monthly response time requirements in this Scope of Work will result in damages to the City of Goodyear and that it is and will be impracticable to determine the actual amount of such damage whether in the event of delay, nonperformance, failure to meet standards, or any other deviation; therefore, the Contractor and City agree to the liquidated damages as specified in this Scope of Work. It is expressly understood and agreed that the liquidated damages amounts are not to be considered a penalty, but shall be deemed, taken and treated as reasonable liquidated damages. All liquidated damage amounts will be paid by Contractor within thirty (30) days of written demand by the City. The City may also address such liquidated damages to the performance bond or security account maintained by Contractor if not paid by the Contractor as provided herein. Such liquidated damages shall be reported separately on Contractor’s Ambulance Revenue and Cost Report, pursuant to A.A.C.R. 9-25-1106(A)(16).

D. Quarterly Meetings, Additional Ambulance Resources, Liquidated Damages

Each quarter, no later than by the 20th day of the last month of the quarter, the Parties shall meet and review performance and response times for the previous quarter. When response times or call volume from the previous quarter demonstrate the need for additional ambulance units or other improvements in the system, the Parties will meet in good faith to agree upon necessary changes. Such changes will be documented by an amendment to this Scope of Work. All amendments must be submitted to ADHS for review and approval.

1. The following liquidated damages will be assessed when system wide response time compliance for Code 3 and Code 2 transports COMBINED, and adjusted for granted exemption requests, falls below 90% for any given month according to the individual range referenced in the chart below:

89.0-89.9%	\$5,000
88.0% - 88.9%	\$7,000
87.0% - 87.9%	\$9,000
86.0% - 86.9%	\$10,000
0% - 85.9%	\$11,000

2. Response Time Exceptions and Exemption Requests for each Code 3 and Code 2 responses that exceed the maximum timeframes defined above will be treated in accordance with Response Time Performance, Section VI.B.
3. Failure to meet Code 3 and Code 2 response time requirements for at least 90% of responses each month for 3 consecutive months or for 4 months in any contract year will be additionally defined as a major breach and may result in removal of the Contractor.
4. The City will submit monthly invoices to the Contractor, who will be required to

submit payment to the City within thirty (30) calendar days.

5. Liquidated damage payments shall be directed to the improvement of EMS programs, including training or equipment for both fire department and ambulance personnel, and directed by mutual consent of the parties. Liquidated damages, if any, shall be reported on the Contractor's Ambulance Revenue and Cost Report submitted to ADHS, but shall not be used in as justification for future rate increases, if any.

E. Reporting Requirements

The Contractor will provide, by the fifteenth day of each calendar month, reports detailing its performance during the preceding month as it relates to each of the performance requirements stipulated herein. For each day that the Contractor fails to provide the reports, the City of Goodyear shall assess liquidated damages of \$200.00 per day to the Contractor.

F. Dispatch Communications Capability/Traffic Signal Pre-emption System

Contractor shall maintain dispatch and communications capability with the City's Communications Center. Unless modified at some later date, references to the City's Communications Center or Dispatch System refer to the Phoenix Fire Department Regional Dispatch Center (PFDRDC). Contractor is responsible for the purchase and maintenance of all communication equipment and infrastructure that is necessary for Contractor's units to function within the Dispatch System. The Contractor will only pay the costs for the dispatching of Contractor's ambulances based in the City of Goodyear, and not the direct dispatch cost for the City of Goodyear's first response service or the City's ground ambulances once it obtains a CON.

For services rendered to the community, the City of Goodyear will provide access to its traffic signal pre-emption system. The Contractor will be responsible for the purchase of all equipment necessary to activate the system. All equipment specifications must be approved by the City of Goodyear.

Street Eagle Driver Behavior System or substantial equivalent will also be required of the Contractor at the Contractor's expense.

G. Contractor Provided Equipment

The City of Goodyear does not and will not provide ambulance, clinical equipment or supplies to the Contractor.

1. Ambulance Fleet

Contractor must provide a detailed plan for the management of its ambulance fleet, support vehicles and equipment. At a minimum, this plan should provide detailed specifications that describe the vehicles and equipment to be used, and a preventive maintenance plan. The City of Goodyear requires that Contractor's ambulances meet the following minimum standards:

- a. All ambulances must have no more than 250,000 miles within one year of ADHS approval of this Agreement for Ambulance Services, and shall be maintained consistent with the standards set forth in Contractor's Fleet Management Standards, a copy of which is attached as Exhibit E. The Contractor shall replace any ambulance that has greater than 250,000 miles within 160 days of reaching the maximum mileage. During the quarterly

reviews, relevant ambulance and support vehicle maintenance records will be provided upon request of the Fire Chief or his designee. Ambulances that consistently fail to meet established performance criteria will be replaced.

- b. All ambulances used as units for the City of Goodyear shall be type III with dual rear wheels and meeting specifications as agreed upon by Contractor and the City.
- c. All ambulances substantially meet the Federal Specifications KKK-1822E and are certified by the manufacturer to meet these specifications. Exceptions are allowed only for those items and features that must differ from the federal specification in order to meet Arizona state requirements.
- d. All ambulances shall be equipped with an air conditioning system in compliance with A.A.C. R9-25-1002(17).
- e. All ambulances must be specified and constructed to transport two (2) patients, one (1) Contractor paramedic and one (1) Fire Department EMT or paramedic in the patient compartment, and one additional passenger in the front seat, as well as the Contractor's driver without exceeding the original equipment manufacturer's specified maximum gross vehicle weight.
- f. All ambulances utilized by Contractor or its backups shall have a "Ferno collapsible" or equivalent baby seat for the safe transport of infants.
- g. Stryker Mxpro gurneys, or equivalent, rated to 650 lbs. on all ambulances. Additionally, Contractor shall maintain one bariatric ambulance in the West Valley EMS system.
- h. Contractor will ensure that all medications are kept within optimum temperature, date and service levels. Any new ambulances purchased for the Goodyear system will be equipped with temperature controlled IV and medication storage lockers.
- i. All of Contractors Goodyear based 911 ambulances and backups will be equipped with EZ IO devices and needles.
- j. All of Contractors Goodyear based 911 ambulances and backups will be equipped with Oxy Peep disposable CPAP devices, or equivalent.

H. Alternative Service

Until the City obtains a CON for ground ambulance transport services, Phoenix Alarm Room shall dispatch to Contractor all requests for ambulance services in the EMS service area. In the event that the Contractor is unable to respond within the time requirements of its CON to a request for service within the terms of this Scope of Work. PFDRDC, or the equivalent, may, at the request of the City, dispatch another certificated ambulance service provider or City may initiate transport if all requirements of A.R.S. § 36-2208(B) and A.A.C. R9-25-907 are met.

Once the City obtains a CON from ADHS and places a ground ambulance at one of its Fire Stations, PFDRDC shall be notified and revised dispatch protocols will be developed by the City and Contractor. Specifically, for those EMS incidents occurring in the Service Area near the Fire Station

where the City has deployed its own ground ambulance, PFDRDC shall dispatch the closest available ground ambulance to the EMS incident. If that ground ambulance is not available, PFDRDC will continue to dispatch the closest available ground ambulance (regardless of ambulance ownership or CON operation number) pursuant to developed dispatch protocols.

I. Transportation Outside Primary Service Area

City of Goodyear and Contractor acknowledge that certain requests for ambulance transportation within the Primary Service Area may require transportation of the patient beyond City of Goodyear and automatic aid contract boundaries and Contractor agrees to provide such services as requested.

J. Area of Responsibility

Subject to the City obtaining a CON and introducing ground ambulance transport assets and personnel into the EMS System on the schedule noted below, Contractor shall be responsible for providing ambulance transportation for all calls within the Primary Service Area and the Automatic Aid Contract Areas that are within its CON. The Contractor will provide ambulance transportation in accordance with the terms of any Automatic Aid Agreement.

K. Alternative Transportation

In the event that Arizona Statute and ADHS regulations are revised to encompass the implementation of alternative transportation options and destinations for service originated within public safety dispatch, the City grants Contractor exclusive right of first refusal to work jointly with City, if the City has no interest nor authority in providing such service, to provide equipment, personnel, joint guidelines, and performance criteria for such alternative transportation and destination options. These may include, but are not limited to, stretcher vans, or other vehicles or personnel as necessary to meet future needs. These services shall be approved and authorized by the Fire Chief of the City or his designee. Moreover, any agreement to provide alternative transportation will need to be submitted prior to implementation to ADHS for its evaluation of the impact of the service on rates and charges and its approval.

L. Contractor Provided Ambulances and Locations

1. Contractor shall provide at least four (4) 911 primary ambulances or such other number as is needed to meet response time criteria to meet the response time standards set forth in section 7. This includes the daily operation of three (3), twenty-four (24) hour ALS ambulances. As noted in Section VI, A., above, each year on or about July 1, City and Contractor shall conduct a unit hour utilization analysis to determine whether the Contractor can remove an ambulance from the City as the City adds ground ambulance(s) to the system. The final determination about whether the Contractor may remove an ambulance from the City will be mutually agree upon by the City and the Contractor.
2. Contractor agrees to staff sufficient ambulances so as not to exceed a monthly combined unit hour utilization transport (UHU) rate of 0.50.

3. Additionally, as call volume increases in that area defined as FS 187 Sonora Valley, the parties will in good faith meet and discuss an additional ambulance or other improvements in the system.
4. Contractor shall provide City with a written list of units the Base of Operations of such ambulance units. This list shall be updated quarterly upon request by the City of Goodyear.
5. At all times the Contractor shall comply with sub-operation station requirements set forth in Contractor's CON and pursuant to the rules and regulations set forth by ADHS.

M. ALS/BLS Ambulance Requirements

1. BLS transportation units shall be equipped and staffed to provide medical treatments, procedures and techniques which may be administered or performed by an emergency medical technician basic (EMT-B).
2. ALS transportation units shall be equipped and staff to provide medical treatments, procedures and techniques which may be administered or performed by an emergency medical technician Paramedic (EMT-P/CEP).

N. Ambulance Specifications

1. All ambulances shall be equipped, maintained and operated in accordance with the laws of the State of Arizona and the rules and regulations of ADHS. Each unit shall be equipped with the materials and supplies set forth in Exhibit F, EMS Disposable Goods Replacement List. Goodyear based ambulances shall be of the modular design type III and subject to the agreed upon specifications by and between the City and Contractor. Each Goodyear based ambulance shall be identified as to its call sign, which shall be consistent with the City of Goodyear call signs (e.g., ambulance 181 will have the designation 181 in no less than 6" letters on three sides and no less than 22" letters on the roof of the vehicle.)
2. Contractor shall provide a list of all Goodyear based ambulances used to provide service under this Contract. This list shall include:
 - a. Vehicle identification number
 - b. Make
 - c. Model
 - d. Year of Manufacture
 - e. Current mileage

This list shall be provided on the effective date of this Contract and upon request of the City of Goodyear during the term of the Contract. Additionally, upon request of the City of Goodyear, Contractor shall supply a complete maintenance history for any of Contractor's ambulances. The ALS ambulances on this Goodyear based list will be those vehicles subject to purchase by the City once it obtains a CON and begins to phase-in its ground ambulance transport program.

O. Ambulance and Equipment Maintenance

Contractor shall be responsible for the maintenance and repair of all ambulance vehicles and medical equipment used and operated by the Contractor. This includes all repairs, preventative maintenance, parts replacement, labor and other actions necessary to keep the ambulances and medical equipment in a safe and efficient operating condition. The City of Goodyear reserves the right to review and audit maintenance reports of vehicles and medical equipment used by the Contractor. Any ALS Ambulance not properly maintained shall be excluded from any phase-in purchase by the City.

P. Equipment and Supplies

Contractor shall be solely responsible for providing all of the emergency medical equipment and supplies necessary for the Contractor to perform under this Scope of Work. The equipment and supplies shall be current in nature and maintained in accordance with standard medical practices, the laws of the State of Arizona and regulations of ADHS. Without limiting the generality of the foregoing, Contract shall install and maintain in each Goodyear based ambulance the following equipment:

1. Operational current medical channel radio capability with a noise canceling microphone and speaker, located in the patient compartment of the ambulance;
2. All equipment listed in this Scope of Work, which is incorporated herein by this reference.

Q. Additional Equipment

Upon 90 days prior written notice to Contractor, City of Goodyear with the approval of the joint medical director, may add equipment, goods or products to the list contained in either program enhancement section or Exhibit F to this Scope of Work, if such equipment, goods or products are reasonably necessary to meet or exceed the established community standard of patient care and/ or to facilitate patient transfer and provided that the costs of such equipment, goods or products does not exceed \$4,000 per Goodyear based ambulance per year.

R. Replacement of Consumable Supplies or Equipment

1. Whenever one Party uses consumable medical supplies, pharmaceuticals and/ or equipment at the medical incident and the other Party transports the patient, the supplies and/ or equipment used shall be promptly replaced by the ambulance transporting the patient or pursuant to a mutually acceptable restocking arrangement.
2. The replacement of supplies, pharmaceuticals and or equipment made at the scene of an EMS incident shall be accomplished in a quick and efficient manner so as not to hinder the transportation. A restocking arrangement may be implemented by mutual agreement by the City and Contractor; however, the replacement of any and all materials used by either Party is limited to calls resulting in ambulance transportation.

S. Attendants

Contractor shall, hire, train and supervise all medical attendants in accordance with the laws of the State of Arizona and regulations of ADHS. Attendants shall be properly certified Emergency Medical Technician- Basic (EMT-B) and Emergency Medical Technician- Paramedic (EMT-P). The Contractor shall submit an updated certification personnel list every year, no later than December 31 of that year. Contractor shall supply the City of Goodyear with a copy of all policies that deal with fatigue for their personnel. Contractor agrees to provide continuity of personnel stationed in the City of Goodyear to promote a cooperative work atmosphere for optimum patient care.

T. Drivers

Contractor shall hire, train and supervise all drivers of ambulances in accordance with the laws of the State of Arizona and regulations of ADHS. Drivers shall be properly certified EMT-B and EMT-P and have completed a comprehensive emergency driver-training program and possess an appropriate driver's license.

U. Solicitation of Information

Contractor and its agents and employees shall have the right to solicit information concerning any patient's accident and or hospitalization insurance. Contractor shall not, however, make any attempt to collect any service fee, equipment fee, or other fee of any nature from the patient, patient's relatives or any other party until the patient has been accepted at the receiving hospital except when the patient is not transported. Contractor may solicit authorization for transport for any prepaid medical plan (e.g. AHCCCS) so long as the solicitation of such authorization does not compromise or detrimentally affect patient care.

V. Records

1. Contractor shall cooperate with the City of Goodyear in the City's maintenance of complete and accurate records of all requests for service and deployment of transportation resources, including time and date of the request, location of the incident, identification of the response unit, arrival time of the response unit at the incident scene and total elapsed time between dispatch and completion of transportation to the care facility

2. Contractor shall maintain, for at least three years, records regarding the personnel dispatched on each responding ambulance. Contractor shall make available to City of Goodyear a complete and current record of all personnel employed to perform Contractor's obligations under this Scope of Work.

3. Contractor shall keep and maintain at its regular billing center (currently located in Indiana) accurate and complete billing records for the operation of its ambulance service. City and its duly authorized representative shall have the right during the term of this Scope of Work, and for a period of three (3) years thereafter, to inspect and audit at reasonable times during normal business hours such billing records and to make copies thereof.

W. Informal Problem and Issues Resolution

Contractor agrees to provide service during any Problems and Issues disputes.

Problems and issues will include but not be limited to the following categories:

- Conflicts in the field (medical or other)
- Non-compliance with medical care
- Destination concerns
- Mode of transport
- Dispatch of resources

All such problems and issues will be resolved in the following manner provided in Exhibit G:

1. Should be resolved on one on one basis privately with all parties involved.
2. If not resolved in step 1, Contractor's Designated EMS Manager and City of Goodyear Battalion Chief/EMS Program Manager shall follow procedures outlined in problem resolution procedure.
3. If still not resolved, Battalion Chief will elevate to Fire Chief and Contractor's senior management for review and possible resolution.
4. Notwithstanding this informal problem resolution, the City and Contractor reserve their rights to formal alternative dispute resolution as set forth in Section 23 of the Contract.

X Cost of Service

1. All charges by Contractor for services to the public under the terms of this Contract shall be in accordance with such rates and charges as may be approved by ADHS or any successor governmental entity regulating rates and charges for ambulance services. Contractor shall notify City of Goodyear of any changes in the charges for services provided under this Scope of Work within five (5) business days after ADHS approval. The City of Goodyear shall not be responsible for non-payment of bills tendered to the individual(s) involved in the ground ambulance transport services rendered.

2. In the event a ground ambulance is en route to or has arrived on the scene, where Contractor did not treat or transport the patient and/or circumstances deemed air transport necessary, Contractor shall not charge the City or the individual(s) for transportation but can charge for non-transport medical services and medical supplies used.

Y. Payment for Fire Department Services

In cases where a second ALS member is needed and added to the Maricopa ground ambulance crew, as appropriate in the Treatment Guideline incorporated herein as Exhibit H, or as amended by both agency medical directors, Maricopa will reimburse Goodyear Fire Department the difference between the then current Arizona DHS rate for ALS and the then current ADHS rate for BLS.

Z. Education and Training

Contractor shall develop and implement a continuing education program for personnel who serve as medical attendants and Contractor shall keep the City informed of all details concerning such continuing education. Additionally, Contractor agrees to make available the personnel, equipment and ambulances necessary to participate in all of the following:

1. A minimum of one (1) disaster drill per calendar year.
2. Contractor agrees to schedule and participate in a minimum of two (2) training sessions annually. The sessions shall be attended by all Goodyear based personnel and shall cover the integration of Fire Department EMS policies, procedures, command procedures, patient care management and other subjects deemed necessary by the City of Goodyear Fire Department.
3. Orientation training in City of Goodyear Fire Department operational procedures and patient care management for all new employees based in Goodyear.
4. Orientation training during Fire Recruit School to all new City of Goodyear Fire Department personnel.
5. Subject to the availability of class space, City employees may attend, at no charge to the City, EMT-basic ("EMT-B") and EMT-paramedic ("EMT-P") refresher classes regularly scheduled for Contractor's employees at Contractor's place of business.
6. Continuing education training for all of Contractor's response personnel to meet ADHS requirements for EMT-B and EMT-P personnel.
7. Compliance with all current OSHA training requirements including infection control and blood borne pathogen management.
8. Compliance with yearly HIPAA training.
9. Third riders for the City of Goodyear EMS contract will only be allowed in the Contractor's ambulances upon approval of the EMS educator/PAD coordinator and Contractor.
10. The City and Contractor will extend reciprocity to all Advanced Life Support (ALS) and Basic Life Support (BLS) continuing education and bi-annual refresher classes. All Advanced Life Support (ALS) and Basic Life Support (BLS) continuing education and bi-annual refreshers offered to the Contractor's employees will be available to its employees and all City of Goodyear Fire personnel subject to availability of class space. The City will bear the salary cost for its employees and there will be no additional charge from the Contractor. In exchange, Contractor's Paramedics and EMTs may attend the EMS classes offered by the City, subject to the availability of class space. The Contractor will bear the salary cost for its employees and there will be no additional charge from the City.

Contractor will pay all costs associated with the training of its employees. Contractor is not responsible for any training cost for City Firefighters or City Paramedics or EMTs.

AA. Emergency Standby

Contractor agrees to locate one of its ambulances at emergency scene standby, at no charge to the City of Goodyear, when a fire or police incident commander has reason to believe a life-threatening emergency situation warrants an ambulance standby, provided, however, that such provision of standby service shall be taken in account if there are response time exceptions on other calls during that time period.

BB. Emergency Disaster Operational Plan

The Contractor shall have a plan for the immediate recall of personnel to staff units during multi-casualty situations or declared disaster situations. This plan shall include the ability of the Contractor to immediately alert off-duty personnel. The Contractor shall participate in training programs and exercises designed to upgrade, evaluate, and maintain readiness of the system's disaster and multi-casualty response system.

1. In the event the Governor on behalf of the State of Arizona declares an emergency affecting the City of Goodyear or a neighboring city, normal operations shall be suspended and the Contractor shall respond in accordance with the City of Goodyear Disaster Plan. The Contractor shall use best efforts to maintain primary emergency services and may suspend non-emergency service as required. During the period of a declared disaster, the City will not impose performance requirements and penalties for response times.

2. The direct marginal cost resulting from the performance of disaster services that are non-recoverable from third parties shall be submitted to the appropriate agencies for cost recovery. Such marginal costs shall not include cost for maintaining normal levels of service during the disaster but shall be limited to the reasonable and verifiable direct marginal cost of these additional services. The City will provide all reasonable assistance to the Contractor in recovering these costs; however, the City shall not be responsible for payments to the Contractor.

CC. Transfer Policy

The City of Goodyear shall advise Contractor of the status of any injured person at the emergency incident. To provide for the transfer of responsibility for the care of such person or persons, City of Goodyear and provider hereby establish and agree upon the transfer policy attached hereto and incorporated herein as Exhibit I specifically detailing such procedures. All transfer procedures may from time to time be amended by mutual written agreement of the City and Contractor, with approval by the medical directors of both Parties. Any such amendments must be approved by ADHS. In such situations that require Fire Department personnel to accompany a patient in the Contractor's vehicle, Contractor agrees to return those personnel to their respective fire stations or units upon the transfer of patient care subject to emergency system demands.

VII. Compliance with Law

Contractor shall comply with all requirements of any federal, state, county, or city laws, statutes, ordinances, charters, rules, regulations and codes and other governmental requirements, including but not limited to Arizona Statutes and regulations of ADHS and the charter and ordinances of the City of Goodyear. No provisions of this Scope of Work shall be constructed to require Contractor to violate any orders or decisions issued by the Director of ADHS or any governing statute or administrative rules regarding the provision of ambulance or ambulance service to the public. Furthermore, Contractor is advised that this contract is subject to cancellation pursuant to ARS § 38-511.

All applicable State laws, municipal ordinances, and the rules and regulations of all having jurisdiction over services performed for the project shall apply to the Contract throughout and they will be deemed to include in the Contract the same as though herein written out in full.

VIII. Drug and Alcohol Free Workplace Program

Contractor shall maintain a drug and alcohol free workplace to provide safe, healthy and efficient emergency services in compliance with federal law. All employees of the Contractor who are working under a contract with the City of Goodyear shall be notified, in writing, by the Contractor that they are prohibited from the manufacture, distribution, dispensation, or possession or unlawful use of a controlled substance in the workplace. Failure to require a drug and alcohol free workplace in accordance with the Policy adopted by the City of Goodyear may result in termination of the contract and possible debarment from bidding on future City of Goodyear contracts/projects.

IX. Organizational Status

This Contract is not intended to and shall not constitute, create give rise to or otherwise recognize a joint venture partnership agreement or relationship or any other formal business organization or association of any kind between the parties and the rights and obligations of the parties shall be only those expressly stated in this Contract. The Parties hereby agree that no person supplied by Contractor to perform this Contract shall be an employee of the City and further agree that no right to the City of Goodyear civil service retirement or personnel rules shall accrue to such persons. Contractor shall have the total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers compensation, insurance unemployment compensation other benefits and all taxes and premiums appurtenant thereto concerning any persons supplied by Contractor in the performance of this Contract and Contractor shall indemnify and hold City harmless with respect thereto.

Nothing contained in this Contract is intended to or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent Contractor with respect to the services to be performed under this Contract. The City shall be exempt from payment of all unemployment compensation insurance as the Contractor is an independent Contractor

X. Use of City Fire Stations

The City of Goodyear reserves the right to negotiate the terms of a housing agreement between the parties for the purpose of stationing Contractor's ambulances at City fire stations for commercially reasonable rates, such separate contract shall be subject to Arizona Department of Health Services approval. Any sub-operation station established under this Contract shall meet the requirements of A.R.S. § 36-2232(c).

XI. Scene Control

The City of Goodyear Fire Department has the responsibility for overall scene control and management for all responders and patients. Where the City of Goodyear emergency personnel are present, the City of Goodyear is the authority at the scene. Control of the patients is under the paramedic delivering treatment. The Contractor is included in standard operating procedures within the command system. The City of Goodyear reserves the right, in the sole discretion of the medical authority at the scene and or in conjunction with the City of Goodyear base station physician, to provide ALS services to the patient utilizing the City of Goodyear Fire Department Paramedics.

XII. Incident Command Structure

The Contractor will require its employees, including EMTs, Paramedics, Supervisors and Management personnel to adhere to and participate in the Fire Department's Incident Command procedures. Ambulance crews and other personnel will participate in and fully comply with accountability procedures when involved in any incident in which the Incident Commander requires them to use the accountability system.

XIII. Future EMS System Enhancements

Contractor agrees to cooperate with City and its neighboring West Valley emergency medical service partners in the development and establishment of EMS system enhancements. Specifically, as Arizona statutes and ADHS regulations and protocols are revised to encompass the implementation of alternative treatment and transportation modalities, additional field medical service options, and point of delivery options for service originated within the public safety dispatch system, Contractor will work cooperatively with the City to provide equipment, personnel, joint guidelines and performance criteria. It is both the City's and Contractor's desire to explore innovative ways to improve on the system and at the same time balance economic issues surrounding the provisions of emergency medical services. The Contractor agrees to negotiate in good faith for the inclusion of such enhancements in the Contract. Any amendments to the terms of this Contract will be required to be in writing and will be effective only after the approval of ADHS and signing by all parties to the Contract.

From time to time, the Contractor may propose EMS program enhancements that may improve the provision of emergency medical care to the City of Goodyear. The Contractor shall, as it gains experience in operating the 911 ambulance system during the term of the contract, detail any additional offers to enhance the City of Goodyear EMS program. The Contractor agrees to negotiate in good faith for the inclusion of such enhancements in the Contract. Any amendments to the terms of this Contract will be required to be in writing and will be effective only after the approval of ADHS and signing by all parties to the Contract.

XIV. Records Program

A. Dispatch Reports

The following are standard CAD reports that will be provided by the PFDRDC. Reports must be able to document daily unit activities, by area and time of day on a monthly basis. Additional custom reports will be created to meet any additional contractual requirements or request by the City of Goodyear.

Within fifteen (15) working days following the last day of each month, the PFDRDC will provide to the City of Goodyear ambulance response time reports in computer-readable format approved by the Contract manager and suitable for statistical analysis for all ambulance responses originating from requests to the Phoenix Fire Regional Dispatch Center. The record will include, at a minimum all of the following data elements:

1. Unit identifier
2. Location of call-street address
3. Location of call- city or unincorporated community
4. Location of call- map coordinates
5. Location of call- latitude and longitude
6. Nature of call (EMD code)

7. Code to scene
8. Call priority (one, two, three)
9. Time call received
10. Time call dispatched
11. Time unit en route.
12. Time unit on-scene
13. Time unit en route to the hospital
14. Time unit on arrival at the hospital
15. Time unit transferred care to hospital staff
16. Time unit was clear and available
17. Receiving hospital
18. Code to hospital
19. Number of patients transported
20. EMS incident number

**EXHIBIT B
MARICOPA ETHICS & ANTI-KICKBACK POLICY**

**Priority Ambulance
Ethics and Business Conduct Policy**

Purpose

This Ethics and Business Conduct Policy establishes the cornerstone of the Company's expectations for all employees regarding their conduct, and ensuring it conforms to the highest ethical and legal standards.

Scope

This policy pertains to Priority Ambulance including all affiliates and subsidiaries herein referred to as Priority Ambulance. This policy applies to all Priority Ambulance staff members with primary responsibility residing with the CEO, CFO, CCO and the CIO.

Procedure

Priority Ambulance is committed to conducting business ethically and lawfully. This Ethics and Business Conduct Policy (also known as a Code of Conduct and hereafter referred to as "Code") reinforces our commitment to the highest ethical and legal standards and provides each employee, and officer of the Company (hereafter collectively referred to as "Employees") with guidance and perspective in understanding business ethics at Priority Ambulance.

No code of conduct can spell out the appropriate moral conduct and ethical behavior for every situation we may confront. In the final analysis, we must rely on our own good judgment. Each Employee has the personal responsibility to make sure that, in discharging our duties and responsibilities as Employees of Priority Ambulance; we abide by this Code and applicable laws.

This Code establishes the general guidelines with which all Employees must comply to ensure that their conduct conforms to the highest ethical standards and is in accordance with all applicable laws, rules and regulations. These general guidelines are not meant to cover all situations. Any doubts whatsoever as to the propriety of a particular situation, whether or not the situation is described within this Code, should be submitted either to your immediate supervisor, the local manager, a VP, or an officer of the company. This Code is the core component of the Company's overall compliance program (the " Compliance Program").

Every Employee is required to understand and comply fully with both the rules and approval procedures established by this Code. The standards of conduct that govern Priority Ambulance's relationship with the government are applicable to each Employee whether or not the Employee is directly engaged in performing activities relevant to any federal, state or private contracts or agreements. Any request for interpretation of, or an exception to, this Code must be brought to the CCO. Any Employee violating any provision of this Code will be subject to sanctions, up to and including discharge from employment.

To the extent that any additional policies are developed as part of the Compliance Program, those policies should be consistent with this Code. In case of any inconsistency, this Code shall be used as the definitive position.

A. COMPLIANCE WITH ALL LAWS AND REGULATIONS

All of Priority Ambulance's Employees must conscientiously comply with all federal, state and local laws and regulations. Employees must immediately and directly report any actual or perceived violation of this Code, the Compliance Program or any other Priority Ambulance policy through the appropriate channels provided under the heading "How to Report a Concern" on page 10.

B. CONFIDENTIAL INFORMATION

All Employees are responsible for ensuring that appropriate measures are taken to properly protect Priority Ambulance's sensitive and confidential information. Employees are expected to assist in the protection of all confidential information, including financial, customer, employee, technical, sales and marketing, patient records and other business information, which, if made available to Priority Ambulance's competitors or the public, would be detrimental to Priority Ambulance or subject the Employee and Priority Ambulance to violations of the law. Protection of such information is critical to our ability to grow, operate, compete, and comply with all applicable laws.

This policy serves as Priority Ambulance's general reference policy regarding confidential information and is to be used as such. However, Priority Ambulance also provides published policies for HIPAA Privacy and Security Regulations, along with a Records Retention Policy.

Confidential and proprietary information may include without limitation, some or all of the following categories:

1. Business and patient information, including treatment and medical records, sales and marketing research, materials, plans, strategies, accounting and financial information, product, customer, vendor, supplier, and distributor information, personnel records and the like.
2. Technical information, including functional and technical specifications, designs, drawings, analysis, research, processes, computer programs, methods, ideas, "know how" and the like.
3. Third party confidential information that Priority Ambulance has a duty to maintain as Confidential.
4. Other valuable information designated by the owner as confidential expressly or by the circumstance in which it is provided.

It is the duty of every Employee to protect the confidential information he or she has been entrusted with, regardless of its media form. For example, much of the information maintained in

the Company computer systems is confidential, proprietary, and/or of a trade secret nature, and electronic transfer or copying of this information to a third party is generally prohibited. Confidential information should be stored in a secure manner and its access limited to the Employees who have a need to know and work with the confidential information.

C. DEALING HONESTLY WITH CUSTOMERS, OTHER SUPPLIERS AND CONSULTANTS

1. **Quality of Service** - Priority Ambulance is committed to providing quality customer service and patient care that meets all contractual obligations and Priority Ambulance's quality standards.
2. **Contract Negotiation** - Priority Ambulance has an affirmative duty to disclose current, accurate and complete cost and pricing data where such data is required under appropriate federal or state law or regulation. Employees involved in the pricing of contract proposals or the negotiation of a contract must ensure the accuracy, completeness and currency of all data generated and given to supervisors and other Employees and all representations made to customers, both government and commercial. The submission to a federal government customer of a representation, quotation, statement or certification that is false, incomplete or misleading can result in civil and/or criminal liability for Priority Ambulance, the involved Employee and any supervisors who condone such a practice.
3. **Competitive Analysis** - In conducting market analyses, Priority Ambulance's Covered Persons should not accept or use information known to be proprietary to one of our competitors. Supervisors must ensure that a competitor's proprietary information is not improperly obtained or used in any improper fashion.
4. **Antitrust Issues** - The antitrust laws of the U.S. are intended to protect and promote vigorous and fair competition. All Employees must adhere strictly to both the spirit and the letter of the antitrust laws of the U.S. and with all such laws governing competition in any country in which Priority Ambulance does business. Violation of antitrust laws can result in severe civil and criminal penalties, including imprisonment for individuals, and Priority Ambulance can be subjected to substantial fines and damage awards.

The following summary of antitrust law principles is intended to assist in the understanding of the basic antitrust regulations, and to recognize the types of business situations where these laws may be applicable. This summary is not intended to be a complete statement of all aspects and interpretations of the antitrust laws and cannot be regarded as a substitute for professional legal advice. Any question as to whether a proposed course of action would involve a violation of the antitrust laws must be cleared in advance by our Legal Counsel.

- i. *Agreements with Competitors.* Contacts with competitors are sensitive and risky, since courts can infer an agreement or collusion from such contacts when they are followed by common action or behavior. In all contact with

competitors, Employees must avoid discussing prices, terms and conditions of sale, costs, inventories, competition, marketing plans or studies, production plans and capabilities, and any other proprietary or confidential information. Employees must always consult with Legal Counsel when planning to contact a competitor. Likewise, if any competitor initiates a discussion involving the subjects above, an Employee should immediately excuse himself/herself from the conversation and immediately report the matter to the CEO, CFO, CCO or CIO. Employees should avoid all contacts with competitors if they have authority over the pricing, terms or conditions of sale of Priority Ambulance products or services. In order to minimize the risk of violation of the antitrust laws or the appearance of violation in connection with dealing with competitors:

1. Do not enter into any understanding or agreement, whether expressed or implied, formal or informal, written or oral, with a competitor limiting or restricting any of the following aspects of the competitive strategy of either party or of the business offering of either party to any third party or parties: Prices, Costs, Profits, Offerings, Service or products, Terms or conditions of sale, Deliveries, Production facilities or capacity sales volume, Market, Sales territories, Customer or supplier classifications, or selections, or Distribution methods or channels.
 2. Do not discuss with a competitor prices, terms or conditions of sale, or any subject that might affect prices, directly or indirectly.
 3. Do not provide or accept from a competitor past, present or future price lists or other published terms or conditions of sale (Note: It is generally legal to obtain information on competitive price schedules, from sources other than competitors. On such information, the date received and the source from which the information was obtained should be recorded, and the recipient should initial it. This will later provide an explanation that the information was obtained legally).
 4. Do not enter into discussions with competitors from which it might be inferred there was an understanding that one company would not compete with the other in a territorial market, for certain customers or customer classes, or in the sale of particular products.
 5. Do not discuss refusing to sell to a customer or to buy from a supplier with anyone outside Priority Ambulance.
- ii. *Agreements with Customers.* A number of antitrust issues can arise in relationships between a company and its customers, especially if those customers are in the business of reselling any products or services sold or provided to the customer by the Company. In order to minimize the risk of violation of the antitrust laws or the appearance of violation in connection with dealing with customers:
1. Deal fairly and openly with all of Priority Ambulance's customers and suppliers.

2. Do not use coercive practices in any relationship with Priority Ambulance's customers. Never threaten termination for any reason other than good faith enforcement of Priority Ambulance's contractual rights.
 3. Do not pressure suppliers to purchase Priority Ambulance's services and products because Priority Ambulance purchases their products and services.
- iii. *Trade Associations.* Trade associations provide a vehicle for industry members to meet and work together to improve the industry. However, trade associations have no exemption from the antitrust laws. A formal agenda should be made and minutes kept for all trade association meetings. If at a trade association meeting a matter is brought up that should not be discussed with a competitor, it can be used by the government in proving an unlawful agreement or understanding. If competitively sensitive subjects come up during trade association meetings, ask that your departure be noted in the minutes, and leave.
 - iv. *Mergers, Acquisitions and Joint Ventures.* The antitrust laws also regulate business combinations, such as mergers, acquisitions and joint ventures. Before serious discussions or negotiations begin on any acquisition, regardless of structure, it is important that Legal Counsel be consulted so that where required, Priority Ambulance can make the required filings with governmental agencies.
5. Anti-kickback and False Claims Issues - Federal and state laws prohibit Priority Ambulance and its Employees from offering or accepting any form of remuneration, including a kickback, bribe or rebate, to or from an entity or person to induce that customer or potential customer (including physicians, hospitals or other provider/suppliers) to purchase services from or to refer a patient to Priority Ambulance. In addition, there are laws that prohibit the filing of false and fraudulent claims to both governmental and private third-party payors. Examples of the types of actions that could violate the federal Anti-kickback Statute (the Anti-kickback Statute") and similar state anti-kickback laws include the following:
- i. Offering or paying anything of value to induce someone to refer a patient to Priority Ambulance;
 - ii. Offering or paying anything of value to induce someone to purchase services from Priority Ambulance;
 - iii. Soliciting or receiving anything of value for the referral of Priority Ambulance patients; or
 - iv. Offering free goods or services to induce the person or entity to purchase or order any items or services from Priority Ambulance.

Questions involving the Anti-kickback Statute and its relation to any existing or proposed financial relationship (including a contract, joint venture arrangement or marketing program) should be directed to Priority Ambulance's Compliance Officer or Legal Counsel.

Examples of the types of actions that could violate the federal False Claims Act and other federal false billing laws include:

- a. Filing a claim for services that were not rendered at all or were not rendered as described on the claims form;
 - b. Filing a claim for services that were rendered, but were medically unnecessary;
 - c. Submitting a claim containing information you know to be false;
 - d. Assisting a customer in submitting a false or fraudulent claim; or
 - e. Misusing Social Security or Medicare symbols, emblems or names in marketing.
6. **Providing Business Courtesies to Customers or Sources of Customers** Priority Ambulance's success results from providing the highest quality patient care, ethical standards and integrity with outstanding customer support services. Priority Ambulance does not seek to gain an improper advantage by offering business courtesies such as entertainment, meals, transportation or lodging to potential referral sources or purchasers of any items or services furnished by Priority Ambulance. In light of the Anti-kickback Statute and other federal and state laws, Employees should never offer any type of business courtesy to a referral source or purchaser for the purpose of obtaining favorable treatment or advantage or to induce such person or entity to purchase or order any items or service from Priority Ambulance.
- To avoid even the appearance of impropriety, Employees must not provide any referral source or purchaser with any gifts, meals, or promotional items that have a value greater than \$50 without the express approval of Priority Ambulance's CCO or Legal Counsel. Any Employee may provide or pay travel or lodging expenses of a customer or potential referral service only with the advance approval of the corporate officer responsible for the Employee's unit or group, or a designee, and the additional approval of the CCO or Legal Counsel.
7. **Government Health Care Program Agreements**-On a regular basis, Priority Ambulance is a party to numerous agreements with governmental health care programs such as the Medicare or Medicaid programs. It is essential that all Employees are knowledgeable of, and comply with, all of the applicable laws, rules and regulations of all such governmental agencies. Billing personnel also must comply with Priority Ambulance's Policy on Reimbursement and Billing Policies and Procedures. Any Employees who may have a concern or a question concerning compliance with any governmental contract or subcontract should contact their supervisor or the CCO. Employees also may not provide or pay for any meal, refreshment, and entertainment, travel or lodging expenses for government employees or representatives without the prior approval of the CCO or Legal Counsel. State, local and foreign governmental bodies may also have restrictions on the provision of business courtesies, including meals and refreshments. Priority Ambulance's Employees doing business with such governmental bodies are expected to know and respect all such restrictions.

8. Foreign Corrupt Practices Act - Employees who do business in foreign countries often become aware of customs involving the exchange of gifts or the paying of certain fees. It is Priority Ambulance's policy to comply with applicable laws on these matters, particularly the Foreign Corrupt Practices Act. This law restricts payments to officials of foreign government, political parties, and candidates for office. Generally, "illegal payments" are any bribes, commissions, rebates, kickbacks, consulting or other service fees, special discounts, certain entertainment, and other transfers of money or any other form of value where it is known, or reasonably suspected, that the payment or transfer is to reward a foreign official for obtaining or retaining business for Priority Ambulance. Payments made to foreign officials are equally illegal when made through an intermediary or consultant, rather than directly. Whenever an independent commission agent, sales consultant, or a similar representative is retained with respect to any business outside the US, a written commission agreement specifically approved by Legal Counsel must be signed by an authorized member of Priority Ambulance's senior management and by the representative. Negotiating and approving these arrangements must be performed with care, and there must be full disclosure to the Legal Counsel of all facts and circumstances. Ultimately, each Employee must exercise good business judgment in deciding which situations are unacceptable. Bottom line: If there is ever any doubt as to the acceptability of any gift or entertainment activity, consult with your supervisor, the CCO, or the Legal Counsel.

D. FINANCIAL INTEGRITY

Financial Recording - Priority Ambulance requires honest and accurate recording and reporting of financial information in order to make responsible business decisions. All financial books, records and accounts must accurately reflect transactions and events and conform to generally accepted accounting principles and to Priority Ambulance's system of internal controls. Examples of unethical financial or accounting practices include, but are not limited to:

- i. Making false entries that intentionally hide or disguise the true nature of any transaction.
- ii. Improperly accelerating or deferring the recording of expenses or revenues to achieve financial results or goals.
- iii. Maintaining any undisclosed or unrecorded funds or "off the books" assets.
- iv. Establishing or maintaining improper, misleading, incomplete or fraudulent account documentation or financial reporting.
- v. Signing any document believed to be inaccurate or untruthful.

E. AVOIDING ABUSES OF TRUST

1. Priority Ambulance expects its Employees not to engage in any activity that might interfere, detract or conflict, or appear to interfere, detract or conflict, with Priority Ambulance's best interest or the interests of Priority Ambulance's customers or suppliers.
2. Conflicts of Interest - All Employees have a responsibility to avoid situations and relationships that involve actual or potential conflicts of interest. Generally, a conflict of interest arises whenever an Employee's personal interests diverge from his or her responsibilities to Priority Ambulance or from Priority Ambulance's best interests. Put another way, a conflict of interest is created whenever an activity, association or relationship of yours might impair your independent exercise of judgment in the Company's best interest. Examples of situations that could be perceived as conflicts of interest and should be avoided include, but are not limited to:
 - i. Conducting Company business with a firm that is owned partially owned, or controlled, or partially owned or controlled by an Employee or an Employee's relatives or friends.
 - ii. Placing yourself in a position where you are in competition with Priority Ambulance or take for yourself or others an opportunity that belongs to Priority Ambulance.
 - iii. Working as an employee or a consultant for a competitor, regulatory governmental entity, customer, or supplier of Priority Ambulance, or doing any work for a third party that may adversely affect your performance or judgment on the job or diminish your ability to devote the necessary time and attention to your duties.
 - iv. Using Company property, materials, supplies, funds or other resources for personal purposes, or appropriating or diverting to others any business opportunity or idea in which Priority Ambulance might have interest.
 - v. Accepting, directly or indirectly, payments, services, or loans from a supplier, contractor, subcontractor, customer or organization doing business, expecting to do business, or competing with Priority Ambulance. To avoid even the appearance of impropriety, the only exceptions to this rule are infrequent promotional gifts of nominal value (\$50 or less), or infrequent entertainment personally hosted by a vendor representative (such as a restaurant meal) in conjunction with business discussions. Gifts of cash are absolutely prohibited. Employees must refuse or return any improper gratuity.
3. Personal Conflicts of Interest - Direct reporting or co-working relationships involving relatives or significant others in any capacity, whether by contract or through an outside service agency, may create conflicts of interest potentially harmful to both the Company and the Employees involved and are generally discouraged. These situations, and others like them, where loyalties to Priority Ambulance could be compromised, must be avoided. Employees who believe they are involved in a potential conflict of interest have a responsibility to discuss it with their supervisor.
4. Media and Investor Inquiries - This prohibition applies specifically, but is not exclusive to, inquiries about the Company, which may be made by the media, or non-Company attorneys. It is important that all such communications on behalf of the

company be made only through an appropriately designated individual under carefully controlled circumstances. If an Employee receives any inquiry related to the Company, whether from the media, a non-Company attorney or otherwise, he or she should decline comments and refer the inquiry to the Public Information Officer, local VP of Operations, Director of Operations, or Market Manager.

5. **Political Contributions** - It is illegal for a corporation or any Employee to use corporate funds to make a contribution or expenditure either directly or indirectly to a candidate seeking political office at the federal level. Penalties under federal law provide for fines up to \$25,000 or 300% of the amount of the contribution and/or imprisonment up to one year. It is illegal in many states for a corporation or any Employees to use corporate funds either directly or indirectly to support political candidates in state or local elections. In these states, severe penalties are imposed on corporations or corporate employees that violate this prohibition.
6. **Government Proprietary and Source Selection Information** – Priority Ambulance does not solicit nor will it receive any sensitive proprietary internal government information, including budgetary, program or source selection information, before it is available through normal processes.

F. DISCRIMINATION/HARASSMENT

Priority Ambulance strives to maintain a healthy, safe and productive work environment which is free from discrimination or harassment based on race, color, religion, national origin, age, sex or disability, or other factors that are unrelated to Priority Ambulance's legitimate business interests. Priority Ambulance will not tolerate sexual advances, actions or comments or racial or religious slurs, jokes or any other comments or conduct in the workplace that create, encourage or permit an offensive, intimidating or inappropriate work environment.

Please refer to the Company's Employee Handbook for further details.

G. REPORT TO BOARD OF DIRECTORS

At least annually, the CCO, or a person performing a similar function for the Company, shall report to Priority Ambulance's Board of Directors, or one of its designated committees, regarding the Company's compliance matters.

H. REPORTING VIOLATIONS AND DISCIPLINE

Your conduct can reinforce an ethical atmosphere and positively influence the conduct of fellow employees. You must proactively promote ethical behavior as a responsible employee or officer among those people in your work environment. If you are powerless to stop suspected misconduct or discover it after it has occurred, you must report it to the appropriate level of management at your location. Misconduct cannot be excused because it was directed or requested by another. In this regard, you are expected to alert management whenever an illegal, dishonest or unethical act is discovered or suspected.

Strict adherence to this Code is vital. Supervisors are responsible for ensuring that Employees are aware of and adhere to the provisions of this Code. For clarification or guidance on any point in this Code, please consult the CEO, CFO, CCO or CIO. Employees who are aware of or suspect a violation of this Code or other irregularities are expected to report these alleged violations as quickly as possible but in all events within five (5) working days through the appropriate channels provided under the heading "How to Report a Concern" on page 10. Employees will not be disciplined or otherwise retaliated against as a result of reporting such conduct, also as discussed more fully under "Retaliation". No adverse action or retribution of any kind will be taken by Priority Ambulance against an Employee because he or she reports a suspected violation of this Code or other irregularity by any person. All reports must contain sufficient information for the CCO to investigate the concerns raised. Priority Ambulance will attempt to treat such reports confidentially. (See Compliance Policy for Reporting and Investigating).

Upon receipt of credible reports of suspected violations or irregularities, the CCO shall immediately coordinate a detailed investigation and take corrective action where appropriate. Violations of this Code may result in sanctions ranging from warnings and reprimand to termination or, where appropriate the filing of a civil or criminal complaint. Disciplinary decisions will be made by operational management in accordance with Priority Ambulance's Corrective Action Plan, and are subject to review by the CCO, Legal Counsel and Human Resources. Employees will be informed of the charges against them and will be given the opportunity to state their position before disciplinary actions are imposed.

I. CONSEQUENCES OF NONCOMPLIANCE

Any person who ignores or violates this Code or any of the Company's ethical standards or other policies, including failures to report potential violations by others, will be subject to sanctions, up to and including termination of employment.

J. RETALIATION

Any person who takes any action in retaliation against any Employee who has in good faith raised any question or concern about compliance with this Code will be subject to serious sanctions, which may include termination. If you suspect that you or someone you know has been retaliated against for reporting possible misconduct, you should contact your supervisor, manager, Human Resources representative, the CCO, the CEO, the CFO, the CIO or the Priority Ambulance Employee Hotline at **(855) 400-6002** or <https://www.lighthouse-services.com/priorityambulance> immediately.

K. WAIVERS

Any Employee who believes that an exception to any of these guidelines is appropriate should contact his or her immediate supervisor. The supervisor must bring such request to the

attention of the CEO, CFO, CCO or CIO promptly. Any waiver must be granted in writing. All waivers for the principal executive officer, principal financial officer, principal accounting officer or controller, persons performing similar functions, or any other executive officers, and all waivers for directors, must be granted by the Board of Directors. In general, the granting of waivers is discouraged.

L. HOW TO REPORT A CONCERN

Employees have many options for seeking compliance advice or reporting misconduct. Employees can contact their supervisor, manager, Human Resources Department, our Legal Counsel, the CCO, the CEO, the CFO, or the CIO. Additionally, concerns may be reported through the Priority Ambulance Employee Hotline at **(855) 400-6002** or <https://www.lighthouse-services.com/priorityambulance>. The hotline is screened through a third-party hotline service in order to insure confidentiality and anonymity. If you are reporting misconduct regarding senior management, please contact Priority Ambulance's Legal Counsel or Priority Ambulance Employee Hotline.

In addition to this policy, the phone number, email address, and web address for the Employee Hotline can be found on the Company's intranet site or on employee communications located in the workplace.

M. LIMITATION ON EFFECT OF CODE OF ETHICS AND BUSINESS CONDUCT

Nothing contained in this Code or the Compliance Program is to be construed or interpreted to create a contract of employment, either express or implied, nor is anything contained in this Code intended to alter a person's status of employment with Priority Ambulance or collective bargaining agreements.

N. RESERVATION OF RIGHTS

Priority Ambulance reserves the right to amend this Code and the Compliance Program, in whole or in part, at any time and solely at its discretion.

EXHIBIT C

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (this “Agreement”) is entered into by and between City of Goodyear, Arizona and Maricopa Ambulance, LLC. The parties agree that each of them might be considered a “Business Associate” and/or a “Covered Entity” subject to HIPAA, depending upon the circumstances, and this Agreement is intended to govern the relationship between the parties regardless of which of them is the Business Associate and which of them is the Covered Entity under specific circumstances.

RECITALS:

WHEREAS, the parties are subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, as amended (together with the rules and regulations promulgated thereunder, “HIPAA”);

WHEREAS, under a separate contract between the parties, one party (in such instance, the “Business Associate”) might perform certain functions, activities, or services for, or on the behalf of, the other party (in such instance, the “Covered Entity”) which involve access to or the creation of “Protected Health Information” (also referred to herein as “PHI”), as such term is defined under HIPAA;

WHEREAS, the Health Information and Technology for Economic and Clinical Health Act (“HITECH”), part of the American Recovery and Reinvestment Act of 2009 (“ARRA”), amended provisions of HIPAA to widen the scope of the privacy and security protections available under HIPAA;

WHEREAS, HIPAA prohibits Covered Entity from disclosing PHI to Business Associate and Business Associate from using any PHI of Covered Entity without a contract providing for the protection of such PHI;

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

1.1. Incorporation of HIPAA Definitions. The following terms used in this Agreement shall have the same meaning ascribed to such terms under HIPAA: (i) “Breach,” (ii) “Data Aggregation,” (iii) “Designated Record Set,” (iv) “Disclosure,” (v) “Health Care Operations,” (vi) “Individual,” (vii) “Minimum Necessary,” (viii) “Notice of Privacy Practices,” (ix) “Protected Health Information,” (x) “Required by Law,” (xi) “Secretary,” (xii) “Security Incident,” (xiii) “Subcontractor,” (xiv) “Unsecured Protected Health Information,” and (xv) “Use”.

1.2. Business Associate. As used herein, “Business Associate” shall generally have the same meaning of the term “business associate” as set forth at 45 C.F.R. §160.103.

1.3. Covered Entity. As used herein, “Covered Entity” shall generally have the same meaning of the term “covered entity” as set forth at 45 C.F.R. §160.103.

1.4. HIPAA Rules. As used herein, “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules set forth in 45 C.F.R. Part 160 and Part 164.

1.5. Privacy Regulations. As used herein "Privacy Regulations" shall mean the Standards for Privacy of Covered Individually Identifiable Health Information as promulgated under HIPAA, and set forth in 45 C.F.R. Part 160 and Part 164.

1.6. Services. As used herein, "Services" shall mean any and all services provided by Business Associate to or for the Covered Entity.

ARTICLE II OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

2.1. Obligations of Business Associate. Business Associate hereby agrees to:

(a) Not to use or disclose PHI other than as permitted or required by this Agreement, or as may be required by law.

(b) Use appropriate safeguards, and to comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent the use or disclosure of PHI, other than as expressly provided for in this Agreement.

(c) Report to Covered Entity any use or disclosure of PHI in a manner not otherwise contemplated by this Agreement of which Business Associate becomes aware, including breaches of Unsecured Protected Health Information as required pursuant to 45 C.F.R. 164.410, and any security incident of which it becomes aware. Business Associate agrees to provide an initial report by telephone to Covered Entity within forty-eight (48) hours from the time Business Associate becomes aware of the non-permitted use or disclosure of any PHI, followed by a written report to Covered Entity no later than five (5) calendar days from the date Business Associate first became aware of such non-permitted use or disclosure. Business Associate further agrees to handle any required breach notifications that result from a non-permitted use or disclosure of PHI by Business Associate, including notifications to affected individuals, the HHS Office for Civil Rights, the national or local news media; provided, however, that Business Associate shall not make any such notifications without the prior written consent or direction of Covered Entity, unless otherwise required by law.

(d) In accordance with 45 C.F.R. §164.502(e)(1)(ii) and 45 C.F.R. 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such PHI. Business Associate shall further require that any subcontractor that creates, receives, maintains or transmits PHI shall comply with Subpart C of 45 C.F.R. Part 164.

(e) Make available to Covered Entity PHI in a designated record as may be necessary for Covered Entity to comply with its obligations under 45 C.F.R. §164.524. In the event that Business Associate receives a request from an individual seeking access to PHI in a designated record set, Business Associate agrees to forward such request to Covered Entity within two (2) business days in order to allow Covered Entity to process such request.

(f) Make any amendment(s) to PHI in a designated record set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. §164.526, and to take any and all other measures as may be required to satisfy Covered Entity's obligations under 45 C.F.R. §164.526. In the event that Business Associate receives a request from an individual seeking an amendment to PHI in a designated record set, Business Associate agrees to forward such request to Covered Entity within two (2) business days

in order to allow Covered Entity to process such request. Business Associate further agrees to incorporate any amendments to the information in a designated record set within two (2) business days.

(g) Maintain and make available the information required to provide an accounting of disclosures of PHI to the Covered Entity within two (2) business days, and to take any and all other actions as may be necessary for Covered Entity to comply with its obligations under 45 C.F.R. §164.528, regardless of whether Business Associate required the request for an accounting of disclosures directly from an individual or from Covered Entity. For each disclosure that requires an accounting, Business Associate shall track such disclosure in the manner as prescribed by the Privacy Regulations and shall securely maintain such information for six (6) years from the date of the disclosure.

(h) To the extent that Business Associate is to carry out one or more of Covered Entity's obligations set forth in Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E to the same extent as if were Covered Entity.

(i) Make its internal practices, books, and records available to the Secretary for the purposes of determining Business Associate's compliance with HIPAA.

2.2. Initial Effective Date. The obligations created under this Agreement shall become effective immediately upon the execution of this Agreement or the Underlying Agreement, whichever was earlier in time.

2.3. Permitted Uses and Disclosures. Business Associate may only:

(a) Use and disclose PHI to the extent necessary to perform Services for, or on behalf of, Covered Entity, or as may otherwise be expressly permitted by law.

(b) Use PHI to create aggregated or de-identified information, provided that Business Associate strictly complies with the requirements for such information set forth in the Privacy Regulations.

(c) Use or disclosure PHI (including aggregated or de-identified information) as otherwise directed by Covered Entity consistent with Covered Entity's minimum necessary policies and procedures, provided that Covered Entity shall not request Business Associate to use or disclosure PHI in a manner that would not be permissible if done by Covered Entity.

(d) Use or disclose PHI as required by law.

(e) Business Associate shall not use PHI for any other purpose.

(f) Except as otherwise limited by this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out any legal obligation or responsibility; provided that any use or disclosure described herein would not violate HIPAA if carried out by Covered Entity; and provided further that: (i) the disclosure is required by HIPAA or (ii) the disclosure would not otherwise violate applicable state laws relating to the protection of patient privacy and Business Associate obtains reasonable written assurances from the person to whom the disclosure is to be made that such person will hold the information in confidence and will not use or further disclosure such information except as may be required by law or for the purpose(s) for which it was originally disclosed by Business Associate to such person, and provided further that such person agrees to notify Business Associate of any non-permitted use or disclosure of such information.

2.4. Adequate Safeguards. Business Associate represents and warrants that it shall implement and maintain appropriate safeguards to prevent the use or disclosure of PHI in any manner other than as permitted by this Agreement.

2.5. Mitigation. Business Associate agrees to mitigate, to the maximum extent practicable, any harmful effect that is known to Business Associate as the result of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

ARTICLE III OBLIGATIONS OF COVERED ENTITY

3.1. Privacy Notice. Covered Entity shall notify Business Associate of any limitations on the use or disclosure of PHI set forth in Covered Entity's notice of privacy practices to the extent such limitation may impact Business Associate's use or disclosure of PHI.

ARTICLE IV TERM AND TERMINATION

4.1. Term. Subject to the provisions of Sections 4.2 and 4.3 below, the term of this Agreement shall be the term of the Underlying Agreement.

4.2. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate of any obligation under this Agreement, Covered Entity may:

(a) notify Business Associate of such breach in writing, and provide an opportunity to cure the breach or end the violation within ten (10) business days of such notification; provided that if Business Associate fails to cure the breach or end the violation within such time period to the satisfaction of Covered Entity, Covered Entity shall have the right to immediately terminate this Agreement and the Underlying Agreement upon written notice to Business Associate;

(b) upon written notice to Business Associate, immediately terminate this Agreement and the Underlying Agreement if Covered Entity determines, in its sole and absolute discretion, that such breach cannot be cured; or

(c) report the breach or violation to the Secretary, if Covered Entity reasonably determines that neither termination nor cure is feasible.

4.3. Termination for Breach of Section 5.2. Covered Entity may terminate this Agreement and the Underlying Agreement upon thirty (30) days written notice in the event that: (i) Business Associate does not promptly enter into negotiations to amend this Agreement when requested by Covered Entity to do so pursuant to Section 5.2 of this Agreement or (ii) Business Associate does not enter into an amendment to this Agreement providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole and absolute discretion, deems sufficient to satisfy the standards and requirements of HIPAA.

4.4. Disposition of Health Information upon Termination or Expiration. Upon the termination or expiration of this Agreement, Business Associate shall either return or destroy, in Covered Entity's sole discretion and in accordance with any instructions by Covered Entity, all PHI in the possession or control of Business Associate and its agents and contractors. In such event, Business Associate shall retain no copies of such PHI, provided, however, if Business Associate is a health care provider it may

retain one copy of such record for its own compliance purposes so long as it continues to comply with the obligations of this Agreement with regard to the use and disclosure of PHI. Notwithstanding the foregoing, in the even that Business Associate determines that neither the return nor the destruction of PHI is feasible, Business Associate shall notify Covered Entity of the conditions that make such return or destruction infeasible, and may thereafter retain such PHI provided that Business Associate: (i) continues to comply with the provisions of this Agreement for so long as it retains such PHI in its possession and (ii) further limits the use and disclosure of such PHI to those purpose that make the return or destruction of such PHI infeasible.

4.5. Survival. The obligations of PHI under this Article IV shall survive the expiration or termination of this Agreement.

ARTICLE V MISCELLANEOUS

5.1. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties with respect to the subject matter set forth herein, and supersedes all prior or contemporaneous agreements and understandings between the parties with respect to the subject matter hereof. This Agreement was the result of an arm's length negotiation between the parties, and shall be construed as having been drafted by both parties.

5.2. Amendments. This Agreement may not be altered, amended or modified in any way, except by written agreement signed by both Business Associate and Covered Entity. Notwithstanding the foregoing, this Agreement shall be deemed amended to the extent to comply with any future changes to HIPAA, or to any applicable state or local laws affecting electronic data security and/or patient privacy rights to the extent such state or local laws supersede HIPAA. In the event of a future change to HIPAA that impacts the obligations of business associates with respect to the use or disclosure of PHI, Business Associate agrees to negotiate in good faith with Covered Entity towards a written agreement that incorporates such changes to HIPAA.

5.3. Waivers. No provision of this Agreement may be waived except by a written documented executed by the parties hereto. No waiver of a provision of this Agreement shall be deemed to be or constitute a waiver of any other provision of this Agreement. Any waiver granted hereunder shall be effective only to the specific instance and for the specific purpose for which it was given and shall not be construed to constitute a continuing waiver of such provision.

5.4. Further Assurances. From and after the date of this Agreement, upon the request of either party, the parties shall execute and deliver such instruments, documents, or other writings as may be reasonably necessary or desirable to confirm and/or to carry out the intent and purposes of this Agreement. Upon Covered Entity's request, Business Associate further agrees to promptly execute and delivery a written agreement providing satisfactory written assurance that Business Associate is adequately safeguarding all PHI that it receives from Covered Entity, or which it creates on Covered Entity's behalf.

5.5. Third Party Beneficiaries. This Agreement is not intended to confer any rights upon any person or entity not expressly a party hereto.

5.6. Severability. In the event that any provision of this Agreement is held to be unenforceable under applicable law, such provision shall be deemed removed from this Agreement, and the remainder of the Agreement shall continue in full force and effect without such provision and shall be enforceable in accordance with its terms.

5.7. Notices. Any notices required or permitted to be given hereunder by either party shall, except to the extent otherwise expressly set forth herein, be given in the manner provided for in the Underlying Agreement. Notwithstanding the foregoing, in the event that there is no Underlying Agreement between the parties, any notices required or permitted to be given hereunder shall be given in writing, either by personal delivery, electronic facsimile, first-class certified or registered mail, postage prepaid, return receipt requested, or by bonded courier or other nationally recognized overnight delivery service, in each case, addressed to:

If to Maricopa Ambulance:

Maricopa Ambulance
23200 N. Pima Rd., Suite 210
Scottsdale, AZ 85255
Attn: Regional President

If to City of Goodyear

Attn: _____

Notices shall be deemed received on the earliest of personal delivery, upon delivery by electronic facsimile with confirmation from the transmitting machine that the transmission was completed, within twenty-four (24) hours following deposit with a bonded courier or overnight delivery service, or within seventy-two (72) hours following deposit in the U.S. Mail as required herein.

5.8. Headings; Construction. The headings and captions set forth in this Agreement are for convenience of reference only and are not to be considered in construing or interpreting this Agreement. Unless the context of this Agreement clearly requires otherwise: (a) references to the plural shall include the singular, the singular the plural, and the part the whole, (b) references to one gender shall include all genders, and (c) the term "including" shall have the inclusive meaning common associated with the phrase "including but not limited to". The parties further acknowledge and agree that any ambiguity contained within this Agreement shall be resolved in such a manner as to permit Covered Entity to comply with its obligations under HIPAA.

5.9. Governing Law; Consent to Jurisdiction. This Agreement shall be construed in accordance with the laws of the State of Arizona, without regard to the conflict of laws principles thereof. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried or litigated exclusively in the state courts located in Arizona, or in the federal district court located in Arizona to the extent permitted by law and a party elects to file an action in federal court. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than as set forth in this Section 5.9. Each party expressly waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine, or to otherwise object to the venue with respect to any proceeding brought in accordance with this Section 5.9.

5.10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

MARICOPA AMBULANCE, LLC

CITY OF GOODYEAR

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT D

PERFORMANCE BOND

City of Goodyear Performance Bond

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS, that _____, its successors or assigns, as Principal, and _____, as Surety, are held and firmly bound unto the **City of Goodyear in the State of Arizona**, to the extent acting unanimously, referred to collectively as Obligee, in the maximum total penal amount of _____ in the aggregate, in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, firmly by these presents for actual monetary loss incurred by Obligee.

WHEREAS, Principal has entered into, with Obligee, those certain agreements, to provide _____, respectively (the "Contracts"), and the Obligee has consented to accept this bond as security for the performance of the Contracts for the specified term of this bond and subject to the terms and conditions of this bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly and faithfully perform said contract during the term of this bond, then this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that the term of this bond shall be for the period from ___ (a one year time period as defined) _____, and any annual extensions of this bond shall be executed via Certificate of Continuation. The failure of the Surety to extend this bond at any annual bond anniversary shall not in itself be the basis for a claim against the bond. Any and all claims by Obligee shall be reimbursed by the Surety on the basis of reasonable, actual costs incurred by Obligee within a commercially reasonable timeframe. The Obligee, with the acceptance of this bond, acknowledges that the provisions and conditions of this bond are specifically incorporated in the Contracts as an amendment thereto and that the language of this bond shall supersede and preempt any Contract language to the contrary. Surety may cancel this bond at any time, without notice or demand, for failure to pay premium, collateral or other amounts due under this bond. Regardless of the number of extensions of this bond, the aggregate liability of the Surety is limited to the penal amount and shall not be cumulative.

No right of action shall accrue on this bond to or for the use of any person, governmental entity or corporation other than the Obligee. Any suit under this bond must be instituted before the expiration of one (1) year from the first occurrence date of any event that forms the basis for the material service default underlying the Conditions Precedent unless such limitation is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

Signed and sealed on _____, 20____.

By: _____
Name: _____

By: _____
Name: _____

EXHIBIT E

FLEET MANAGEMENT

Overview

The maintenance of emergency equipment for ground ambulances operated and run by Contractor is the responsibility of the Contractor. Contractor employs ASE (Automotive Service of Excellence) and or EVT (Emergency Vehicle Technician) certified technicians. Contractor currently employs ____ Master ASE Certified technicians, and ____ Master EVT Certified technicians.

Description of Fleet

Contractor's fleet consists of a wide variety of ambulance manufactures, all of which are mounted on the Ford E Series chassis. They include McCoy Miller, Wheeled Coach, Braun, and Road Rescue. Current copies of the Arizona Department of Health Services annual inspection can be reviewed at any time.

Contractor maintains a reserve capacity of ____% of the fleet. Contractor performs scheduled services and repairs without the need to decrease the number of in service units operating and reserve ambulances in any one area.

Fleet for Specific Areas

Contractor's ambulances are positioned to serve specified areas of responsibility. These Goodyear based ambulances do not rotate between different systems. This allows local First Responders and our ambulance crews to work within a uniformed ambulance configuration. Specific vehicle equipment required by the First Responders is installed and maintained in each Goodyear based ambulance.

Between responding to emergency calls, the frontline units are stationed throughout the service area. They respond to 911 emergency calls. Our communication center is aware of the location and capabilities of each individual crew and ambulance. They are in constant communication with the "duty office" and coordinate to fill the gaps if and when they occur.

If required we will send out a reserve ambulance to a required location, exchange the faulty unit and return it to the repair facility.

Daily Inspection

On a daily basis, prior to putting an ambulance crew into service, the crew must complete a comprehensive checklist. The checklist includes fluid levels, brakes, tires, a/c system, heating system, warning devices, safety devices, lighting, medical equipment, and supplies. Also, as part of these checks, equipment such as cardiac monitors are tested and test strips is turned in with the report. Pulse oximetry, blood glucometer, portable ventilator, IV pump and others, must be within specification. Any deficient equipment found on the ambulance is repaired or corrected before the unit is allowed to return to service. An ambulance vehicle deficiency form is filled out by crew and turned into the Fleet Maintenance office to schedule repairs.

Minor issues, such as burned out lamps, bad batteries, or tire will be corrected on the spot. After normal business hours, from 6 am – 6 pm, we employ on call mobile service repair technicians that can perform onsite repairs anywhere within Maricopa County.

Temporary Replacement of Goodyear based Ambulances

Contractor provides well maintained reserve ambulances when primary ambulances are removed from active service for routine maintenance or repair. In the event that an immediate mechanical problem arises with the Goodyear based ambulance, a reserve ambulance is available 24 hours a day from our Operation Center located at _____. Depending on system demands, reserve ambulances are shuttled to on duty crews in their primary response area or exchanged at our Operation Center. Our Communication Center routinely moves additional active ambulances into an area to provide appropriate coverage.

Fleet Maintenance Philosophy

In order to successfully manage a large sized emergency response fleet, it is essential that the vehicles are maintained at the highest level. Specific standards and maintenance timetables, based on both mileage and time in use, are established for each vehicle and rigorously adhered to by Contractor's experienced fleet maintenance department. This approach has resulted in a fleet-wide "in service" uptime which exceeds the national level of industry standards.

Contractor's Fleet Management takes a proactive approach to repair and maintenance of our vehicles. This is accomplished through comprehensive preventive maintenance procedures, as well as a predictive repair procedural program.

Contractor adheres to, and is compliant with the following state and federal regulations and guidelines:

- AZ Department of Health Services
- AMD 001-1009, NTEA Ambulance Performance Standards
- KKK-A-1822E, Star of Life Ambulance Federal Specifications

Contractor provides technicians with a number of different training opportunities, in an effort to keep technicians up to date with the latest technology.

Corrective Repairs

Corrective repair request forms and routine work orders are coordinated with preventive maintenance downtime by inclusion in the computer fleet maintenance program. Replacement parts and trim items are ordered in advance to permit installation at a scheduled downtime. During this time, the vehicle to be serviced is "traded out" with a reserve ambulance to enable the crew to continue functioning in the field. Any ambulance coming in for either a repair and or preventive maintenance receives a bumper to bumper 50 point inspection, testing such items as the starting system, charging system, a/c system, check of code 3 lights, sirens, and pressure testing the cooling system, etc.

Preventative Maintenance and Scheduling

The schedule for preventive maintenance on any of Contractor's vehicles is determined by mileage and date. A Preventative Maintenance ("PM") is performed every 3,000 miles or 90 days, which ever occurs first. Every different type of PM Service performed includes the same 50-point bumper to bumper inspection. Contractor's fleet not only meets manufacturers suggested maintenance requirements and intervals, but exceeds industry standards. Preventive maintenance is tracked and scheduled through the computerized fleet maintenance database.

Contractor performs the following different types of Preventive Maintenances:

- PM A 4,000 Miles
- PM B 25,000 Miles
- PM C 30,000 Miles
- PM D 50,000 Miles
- PM E 75,000 Miles

Below is a brief summary of our preventive maintenance:

PM A Service:

- Engine oil and filter replaced
- Chassis lubed
- Rotate and rebalance tires
- Charging system tested for output
- Starting system tested for amp draw
- Cooling System pressure tested for leaks
- 50-point bumper to bumper inspection covering everything inside and out

PM B Service:

- Engine oil and filter replaced
- Chassis lubed
- Fuel filter replacement
- Air filter replacement
- Rotate and rebalance tires
- Charging system tested for output
- Starting system tested for amp draw
- Cooling System pressure tested for leaks
- 50-point bumper to bumper inspection covering everything inside and out

PM C Service:

- Engine oil and filter replaced
- Chassis lubed
- Fuel filter replacement
- Air filter replacement
- Rotate and rebalance tires
- Re-pack wheel bearings
- Service differential and refill oil
- Transmission system flush
- Replace transmission filter and fluid
- Cooling system flushed and refilled
- Charging system tested for output
- Starting system tested for amp draw
- Cooling System pressure tested for leaks
- 50 point bumper to bumper inspection covering everything inside and out

PM D Service:

- Engine oil and filter replaced
- Chassis lubed
- Fuel filter replacement
- Air filter replacement
- Rotate and rebalance tires
- Re-pack wheel bearings
- Service differential and refill oil
- Transmission system flush
- Replace transmission filter and fluid
- Cooling system flushed and refilled
- Replacement of all engine coolant hoses
- Replacement of all engine drive belts
- Replacement of belt tensioner and idler pulley
- Shock absorber replacement
- Replacement of U-joints
- Charging system tested for output
- Starting system tested for amp draw
- Cooling System pressure tested for leaks
- 50 point bumper to bumper inspection covering everything inside and out

PM E Service:

- Any Concurrent PM Scheduled
- Pre-Service Test Drive
- Replacement of V-Belts
- Inspection of Cooling System Components
- Final Test Drive
- Work Order Completion and PM Update
- 50 point bumper to bumper inspection covering everything inside and out

EXHIBIT F

EMS DISPOSABLE GOODS REPLACEMENT LIST

In addition to the Arizona Department of Health Services Equipment list for Ambulances (ALS/BLS), the City of Goodyear also requires the following replacement supplies. This additional equipment requirement may be revised as specified under the Supplies section of Ambulance Transportation Services Agreement.

[Current List Follows this Page in Excel Spreadsheet Format]

GOODYEAR RFP INVENTORY LIST

TOTAL INVENTORY

VALUE:

\$2,906.72

INVENTORY ITEMS:

202

[LOOKUP](#)

SKU	DESCRIPTION	UNIT	QTY	COST	TOTAL COST
179837	Precision Xtra Glucometer	Each	1	\$36.99	\$ 36.99
E6251	Precision Extra Glucose strips	box of 50	1	\$20.99	\$ 20.99
674-01BM3201MOEA	Smart Bag Adult	Each	1	\$25.49	\$ 25.49
2114-87301	I-Gel Supraglottic Airway Size 3	Each	2	\$30.79	\$ 61.58
2114-87302	I-Gel Supraglottic Airway Size 4	Each	2	\$30.79	\$ 61.58
2114-87303	I-Gel Supraglottic Airway Size 5	Each	2	\$30.79	\$ 61.58
12996	Curaplex Intubation Stylette, 6F	Each	1	\$0.95	\$ 0.95
12998	Curaplex Intubation Stylette, 14F	Each	1	\$0.95	\$ 0.95
20500	Endolock Adult	Each	1	\$2.76	\$ 2.76
20400	Endolock Peds	Each	1	\$2.76	\$ 2.76
36611	Cricothyrotomy Kit	Each	1	\$26.76	\$ 26.76

2113-10325	ET TUBE 2.5	Each	2	\$1.61	\$	3.22
2113-10330	ET TUBE 3	Each	2	\$1.61	\$	3.22
2113-10335	ET TUBE 3.5	Each	2	\$1.61	\$	3.22
2113-10340	ET TUBE 4	Each	2	\$1.61	\$	3.22
2113-10345	ET TUBE 4.5	Each	2	\$1.61	\$	3.22
2113-10350	ET TUBE 5	Each	2	\$1.61	\$	3.22
2113-10255	ET TUBE 5.5	Each	2	\$1.61	\$	3.22
2113-10260	ET TUBE 6	Each	2	\$1.61	\$	3.22
2113-10265	ET TUBE 6.5	Each	2	\$1.61	\$	3.22
2113-10270	ET TUBE 7	Each	2	\$1.61	\$	3.22
2113-10275	ET TUBE 7.5	Each	2	\$1.61	\$	3.22
2113-10280	ET TUBE 8	Each	2	\$1.61	\$	3.22
2113-10285	ET TUBE 8.5	Each	2	\$1.61	\$	3.22
2113-10290	ET TUBE 9	Each	2	\$1.61	\$	3.22
023060S	ET Tube for nasal intubation 6.0	Each	1	\$25.29	\$	25.29
023070S	ET Tube for nasal intubation 7.0	Each	1	\$25.29	\$	25.29
21410	B.A.A.M.	Each	1	\$6.10	\$	6.10
12974	OPA Size 40mm	Pack of 5	1	\$0.65	\$	0.65
12975	OPA Size 50mm	Each	1	\$0.65	\$	0.65
12976	OPA Size 60mm	Each	1	\$0.65	\$	0.65
12977	OPA Size 70mm	Each	1	\$0.65	\$	0.65

12978	OPA Size 80mm	Each	1	\$0.65	\$	0.65
12979	OPA Size 90mm	Each	1	\$0.65	\$	0.65
12980	OPA Size 100mm	Each	1	\$0.65	\$	0.65
12981	OPA Size 110mm	Each	1	\$0.65	\$	0.65
51150	NPA French Size 12	Each	2	\$1.16	\$	2.32
51151	NPA French Size 14	Each	2	\$1.16	\$	2.32
51152	NPA French Size 16	Each	2	\$1.16	\$	2.32
51153	NPA French Size 18	Each	2	\$1.16	\$	2.32
51154	NPA French Size 20	Each	2	\$1.16	\$	2.32
51155	NPA French Size 22	Each	2	\$1.16	\$	2.32
51156	NPA French Size 24	Each	2	\$1.16	\$	2.32
51157	NPA French Size 26	Each	2	\$1.16	\$	2.32
51158	NPA French Size 28	Each	2	\$1.16	\$	2.32
51159	NPA French Size 30	Each	2	\$1.16	\$	2.32
51160	NPA French Size 32	Each	2	\$1.16	\$	2.32
51161	NPA French Size 34	Each	2	\$1.16	\$	2.32
412174	In-line Nebulizer (with adapters)	Each	2	\$3.76	\$	7.52
30053	Pediatric non-rebreather	Each	2	\$0.66	\$	1.32
533-MS-24101EA	Pediatric nasal cannula	Each	2	\$0.48	\$	0.96
30051	Adult non-rebreather	Each	2	\$0.66	\$	1.32
301-100EA	Adult nasal cannula	Each	2	\$0.28	\$	0.56

313-7557XN-1EA	O2-MAX Fixed Flow 5-SET O2-CPAP, w/Integrated Neb, Medium	Each	2	\$44.80	\$	89.60
313-7555XN-1EA	O2-MAX Fixed 3-SET O2- CPAP, w/Integrated Neb, Bitrac ED Mask w/Ohmeda Quik-Connect, Adult LG	Each	2	\$55.99	\$	111.98
301-B3100EA	Curaplex Greenline Laryngoscope Blade, Miller 0	Each	2	\$3.44	\$	6.88
301-B3110EA	Curaplex Greenline Laryngoscope Blade, Miller 1	Each	2	\$3.44	\$	6.88
301-B3120EA	Curaplex Greenline Laryngoscope Blade, Miller 2	Each	2	\$3.44	\$	6.88
301-B3130EA	Curaplex Greenline Laryngoscope Blade, Miller 3	Each	2	\$3.44	\$	6.88
301-B3140EA	Curaplex Greenline Laryngoscope Blade, Miller 4	Each	2	\$3.44	\$	6.88
301-B3010EA	Curaplex Greenline Laryngoscope Blade, MAC 1	Each	2	\$3.75	\$	7.50
301-B3020EA	Curaplex Greenline Laryngoscope Blade, MAC 2	Each	2	\$3.75	\$	7.50
301-B3030EA	Curaplex Greenline Laryngoscope Blade, MAC 3	Each	2	\$3.75	\$	7.50
301-B3040EA	Curaplex Greenline Laryngoscope Blade, MAC 4	Each	2	\$3.75	\$	7.50
2141-33812	Green Line Handle, Standard	Each	2	\$9.99	\$	19.98
2141-33810	Green Line Handle, Pediatric	Each	2	\$9.99	\$	19.98
01212-70	Bougie Adult	Each	1	\$4.23	\$	4.23
2120-17010	Bougie Peds	Each	1	\$4.23	\$	4.23
590522	Replacement Suction Canister with integral catheter for SSCOR Quickdraw Suction Unit	Each	1	\$14.32	\$	14.32
301-001-12106EA	French flexible suction catheter size 6	Each	2	\$0.31	\$	0.62
301-001-12108EA	French flexible suction catheter size 8	Each	2	\$0.31	\$	0.62
301-001-12110EA	French flexible suction catheter size 10	Each	2	\$0.31	\$	0.62
301-001-12112EA	French flexible suction catheter size 12	Each	2	\$0.31	\$	0.62

301-001-12114EA	French flexible suction catheter size 14	Each	2	\$0.31	\$	0.62
301-001-12116EA	French flexible suction catheter size 16	Each	2	\$0.31	\$	0.62
301-001-12118EA	French flexible suction catheter size 18	Each	2	\$0.31	\$	0.62
D6146	Oxygen tubing	Each	2	\$0.33	\$	0.66
0128-	Forceps, Magill, Child	Each	1	\$2.86	\$	2.86
0129-	Forceps, Magill, Adult	Each	1	\$3.87	\$	3.87
36-5082	Cylinder wrench, large	Each	1	\$10.99	\$	10.99
A4071	Oxygen Cylinder Wrench, Plastic, Non-Metallic, SM, for D and E Cylinders	Each	2	\$1.18	\$	2.36
601306	Sodium Chloride 0.9% IV solution 50ml	Each	2	\$1.83	\$	3.66
358437	Sodium Chloride 0.9% IV solution 100ml	Each	2	\$1.86	\$	3.72
602324X	Lactated ringers, 1000ml Bag	Each	4	\$5.17	\$	20.68
601322	Sodium Chloride 0.9% IV solution 250ml	Each	2	\$3.85	\$	7.70
601323	Sodium Chloride 0.9% IV solution 500ml	Each	2	\$4.35	\$	8.70
7800-09	Sodium Chloride 0.9% IV solution 1000ml	Each	4	\$2.20	\$	8.80
621515	Jamshidi Intraosseous (IO) Needle, Adjustable Depth Spacer, 15 Gauge x 1 7/8inch	Each	2	\$8.61	\$	17.22
NARZZ-0056	Decompression needle, 14ga x 3.25in, w/Protective Case	Each	2	\$9.51	\$	19.02
	Insyte Autoguard BC (Blood Control) Winged Instaflash	Each			\$	-
352232	Selec-3 IV tubing	Each	5	\$7.68	\$	38.40
352560	Blood Tubing IV	Each	2	\$3.56	\$	7.12
670060-KIT	Curaplex IV Start Kit	Each	5	\$2.38	\$	11.90

14134	IV arm board 3"x12"	Each	2	\$1.30	\$	2.60
64250	Sharps solo	Each	5	\$1.61	\$	8.05
290182	Sharps container	Each	1	\$5.29	\$	5.29
9079-VC-005	45mm EZ IO needle	Each	2	\$110.00	\$	220.00
9001-VC-005	25mm EZ IO needle	Each	2	\$110.00	\$	220.00
9018-VC-005	15mm EZ IO needle	Each	2	\$110.00	\$	220.00
600-10	Prefilled IV Flush Syringe, Sterile, 3ml Normal Saline, 12ml Syringe	Each	4	\$0.37	\$	1.48
661744	Normal Saline 10ml Prefilled Syringe	Each	4	\$0.98	\$	3.92
9066	EZ-Stabilizer	Each	2	\$10.00	\$	20.00
607120	Onyx Nail Polish Remover for Finger Pulse Ox, Pads	BOX OF 100	1	\$3.78	\$	3.78
350310	Infu-Stat Disposable Pressure Infuser, 325mm/hg gauge, Disposable, 1000ml	Each	2	\$7.20	\$	14.40
372-7111EA	Tape 1" Cloth	Each	2	\$0.66	\$	1.32
372-7112EA	Tape 2" Cloth	Each	2	\$1.38	\$	2.76
372-7113EA	Tape 3" Cloth	Each	2	\$2.04	\$	4.08
151527	Tape 1" Transpore	Each	2	\$1.44	\$	2.88
1211-03020	Sterile multi-trauma dressing. 10" x 30"	Each	4	\$0.98	\$	3.92
G1276	5" X 9" trauma dressing	Each	4	\$1.42	\$	5.68
1212-00468	4x4 sponge, sterile	Each	10	\$0.14	\$	1.40
80114	Gauze Sponge, Non- Sterile, 4inch x 4inch	Bag of 200	1	\$3.15	\$	3.15
1124-03680	Triangular Bandages	Each	2	\$0.22	\$	0.44

276-403BG	Rolled Gauze, Non-Sterile, Woven Cotton, Folded, 2 Ply, 3inch x 5 yds	Bag of 12	1	\$4.56	\$	4.56
84634	Band-Aid Adhesive Bandage, Sheer Strip, 3/4inch x 3inch	Each	10	\$0.03	\$	0.30
30061MS	Sterile Burn Sheets	Each	2	\$2.25	\$	4.50
1522-21620	Facial Burn Dressing, 12in x 16in	Each	1	\$13.17	\$	13.17
1521-81820	Burn Dressing, 8 inch x 18 inch	Each	2	\$9.76	\$	19.52
536-MDS077003	Swift Wrap Elastic Bandage, Non-Sterile, Rubber Elastic w/Self Closure, White, 3inch x 5 yards	Each	2	\$0.88	\$	1.76
504-12	Xtremity Splint, Cardboard, Foam Rubber 12"	Each	2	\$3.82	\$	7.64
504-18	Xtremity Splint, Cardboard, Foam Rubber 18"	Each	2	\$5.09	\$	10.18
504-24	Xtremity Splint, Cardboard, Foam Rubber 24"	Each	2	\$6.03	\$	12.06
533-NS-Splint	SAM Splint flexible splint	Each	2	\$5.22	\$	10.44
16570	Curaplex Emergency Highway Blanket, Tissue/Poly, 56in x 90in, Yellow	Each	1	\$2.53	\$	2.53
260281	Perfit ACE Adjustable Collar, Adult	Each	4	\$4.50	\$	18.00
260280	Perfit ACE Adjustable Collar, Pediatric	Each	2	\$4.50	\$	9.00
264030	Head Wedge Head Immobilizer w/One Strap, Yellow	Each	2	\$3.71	\$	7.42
F925607	Coban Self-Adherent Wrap, Tan, 2inch x 5 yard (Fully Stretched)	Each	2	\$1.99	\$	3.98
1880-19231	SOF Tactical Tourniquet, Wide, Black	Each	2	\$26.71	\$	53.42
1214-35034	QuickClot z fold	Each	2	\$43.49	\$	86.98
1121-484	H-Bandage Trauma Dressing, Sterile	Each	2	\$9.29	\$	18.58

1214-21012	QuikClot Combat Gauze TraumaPad, 12inch x 12inch	Each	1	\$62.99	\$	62.99
NAR10-0037	HyFin Vent Chest Seal, Twin Pack	Each	1	\$17.99	\$	17.99
501381	Economy Body Strap System, Hook and Loop Fastening, Black, Disposable	Each	2	\$28.79	\$	57.58
607113	Sterile Saline 500ml	Each	2	\$2.56	\$	5.12
2745-10108	Curaplex® ECG Chart Paper, Thermal, 108mm, red grid, for Physio-Control	Each	2	\$1.22	\$	2.44
230005	BlueSensor SP Monitoring Electrode, Midi, Stud, Foam Backing, Wet Gel, 10/pk	Each	2	\$1.99	\$	3.98
230107	Physio Control Edge System Quik Combo Electrodes, Pediatric	Each	1	\$25.24	\$	25.24
236086	Physio Control Edge System Quik Combo Electrodes, Adult	Each	2	\$20.85	\$	41.70
177266	Smart CapnoLine CO2 Sampling Line, Disposable, Ped	Each	2	\$9.72	\$	19.44
177268	Smart CapnoLine CO2 Sampling Line Adult	Each	2	\$8.84	\$	17.68
174620	FilterLine Set, CO2 Sampling Line, Adult/Pediatric	Each	2	\$7.75	\$	15.50
2712-02020	Masimo SET LNCS Pdtx Adhesive Sensor, Disposable, Pediatric, Between 10-50kg	Each	2	\$14.59	\$	29.18
2712-04126	SpO2 Sensor, Disposable, Adult	Each	3	\$12.80	\$	38.40
540047	Gallant Preparation Razors, Contoured Handle, Platium coated Stainless Steel Blade	Each	2	\$0.35	\$	0.70
2614-16012	NIBP Cuff, Disposable, Bayonet Design, 8 x 14cm, Infant	Each	2	\$7.93	\$	15.86
2614-16014	NIBP Cuff, Disposable, Bayonet Design, 13 x 20cm, Pediatric	Each	2	\$8.72	\$	17.44
2614-16016	NIBP Cuff, Disposable, Bayonet Design, 26 x 35cm, Adult	Each	2	\$9.51	\$	19.02

2614-16018	NIBP Cuff, Disposable, Bayonet Design, 32 x 42cm, LG Adult	Each	2	\$9.51	\$	19.02
1633-30303	3ml Syringes	Each	5	\$0.05	\$	0.25
1633-05305	5ml Syringes	Each	5	\$0.08	\$	0.40
1633-10010	10ml Syringe	Each	4	\$0.09	\$	0.36
1633-20720	20ml Syringe	Each	2	\$0.23	\$	0.46
1633-30430	30ml Syringe	Each	2	\$0.34	\$	0.68
620060	60ml Syringe	Each	1	\$0.81	\$	0.81
1633-40601	1ml Syringe	Each	5	\$0.07	\$	0.35
62305916	Safety Glide Hypodermic Needle, 25ga x 1inch	Each	5	\$0.31	\$	1.55
62305902	Safety Glide Hypodermic Needle, 23ga x 1inch	Each	5	\$0.31	\$	1.55
62305917	Safety Glide Hypodermic Needle, 21ga x 1 1/2inch	Each	5	\$0.31	\$	1.55
1641-91830	Safety Glide Hypodermic Needle, 18ga x 1 1/2inch	Each	5	\$0.31	\$	1.55
30-26040BX	Tuberculin Syringe w/ Needle, Luer-Slip, 1cc, 27ga x 1/2in	Each	2	\$0.11	\$	0.22
61447	Penlights, disposable	Each	2	\$1.15	\$	2.30
1360-07546	Ammonia Inhalents	BOX OF 100	1	\$2.57	\$	2.57
F1653	Alcohol Prep Pad	BOX OF 100	1	\$1.75	\$	1.75
205100	Vionex Wipes	Box of 50	1	\$14.29	\$	14.29
1431-16004	Cold Pack, Crush Type, Single Squeeze, 4 x 5inch	Each	2	\$0.35	\$	0.70
1431-16010	Hot Pack	Each	2	\$0.23	\$	0.46
1423-03015	Glucose, 3 Tube Pack, 15gm, Grape	Pack of 3	1	\$11.70	\$	11.70
2811-68009	Trauma Shears	Each	2	\$1.07	\$	2.14

4440010	Sterile OB kit	Each	1	\$6.26	\$	6.26
590101	Meconium, Suction Unit, Aspirator, Single Hand, Thumb Port	Each	1	\$4.50	\$	4.50
440128	LUBRICATING JELLY	Each	5	\$0.06	\$	0.30
372610	Scalpel	Each	1	\$2.89	\$	2.89
660543	Posey Double Strap Foam Limb Holders	Pair	4	\$4.70	\$	18.80
295561	Protective sleeves	Each	10	\$0.32	\$	3.20
660274	Safety glasses	Each	6	\$1.86	\$	11.16
295814	Isolation Kit, Disposable, Complete	Each	4	\$6.31	\$	25.24
1511	N95 1500 Series Respirator Mask, Disposable, Molded Nose Bridge, SM	Each	6	\$0.96	\$	5.76
1512	N95 1500 Series Respirator Mask, Disposable, Molded Nose Bridge, MED	Each	6	\$0.96	\$	5.76
1513	N95 1500 Series Respirator Mask, Disposable, Molded Nose Bridge, LG	Each	6	\$0.96	\$	5.76
295042	Biohazard Waste Bag, 1.5 mil, Red w/Black Print, 11inch x 14inch, 1-3gal	Each	4	\$0.20	\$	0.80
290116	Biohazard Waste Bag, 1.2 mil, Red w/Black Print, 23inch x 23inch, 7-10gal	Each	4	\$0.08	\$	0.32
290117	Biohazard Waste Bag, 1.2 mil, Red w/Black Print, 30 1/2inch x 41inch, 30gal	Each	4	\$0.17	\$	0.68
297750	Microflex FreeForm EC Gloves, Nitrile, Powder Free, Extended Cuff, 11.4inch, SM	Box of 50	1	\$10.07	\$	10.07
297755	Microflex FreeForm EC Gloves, Nitrile, Powder Free, Extended Cuff, 11.4inch, MD	Box of 50	1	\$10.07	\$	10.07
297760	Microflex FreeForm EC Gloves, Nitrile, Powder Free, Extended Cuff, 11.4inch, LG	Box of 50	1	\$10.07	\$	10.07
297770	Microflex FreeForm EC Gloves, Nitrile, Powder Free, Extended Cuff, 11.4inch, XL	Box of 50	1	\$10.07	\$	10.07

297780	Microflex FreeForm EC Gloves, Nitrile, Powder Free, Extended Cuff, 11.4inch, XXL	Box of 50	1	\$10.07	\$	10.07
3710-16051	PediaTape, Pediatric Emergency Measuring Tape	Each	1	\$15.85	\$	15.85
172290	Littman Select Stethoscope	Each	1	\$73.99	\$	73.99
3271-14339	Linen Set	Each	5	\$1.35	\$	6.75
3271-63802	Grey Blanket	Each	3	\$3.50	\$	10.50
301-C1000	Curaplex Select Resuscitation Bag, Adult #5 Mask	Each	1	\$8.19	\$	8.19
301-C3000	Curaplex Select Resuscitation Bag, Child #3 Mask	Each	1	\$8.19	\$	8.19
540-211	SPUR II BVM, Infant with Neonate mask	Each	1	\$12.07	\$	12.07
D4808	Wide Bore suction tubing	Each	2	\$0.60	\$	1.20
16107	Rigid tip suction catheters	Each	2	\$0.43	\$	0.86
598041	Suction Canister	Each	2	\$2.83	\$	5.66
2731-13119	Non-contact thermometer	Each	1	\$49.50	\$	49.50
740LF	740 System 5 Cuff BP Kit, incl Palm Style Gauge, Child, SM Adult, Adult, LG Adult, Thigh Cuffs, Orange	Each	1	\$108.00	\$	108.00
111500	MegaMover	Each	1	\$10.70	\$	10.70
3246-95220	Carry all	Each	2	\$9.89	\$	19.78

EXHIBIT G

PROBLEM RESOLUTION PROCEDURE

Objective

- To provide City of Goodyear and Contractor with a means to identify and resolve issues under this Contract as they arise.
- To institute a workable procedure for resolving issues which are not resolved on an individual basis.

Introduction

The majority of issues arising from disagreements in patient management with the Contractor can and should be dealt with on an individual basis with those individuals directly involved in the issue addressing the disagreement through open dialogue. A philosophy of fairness to all parties and thoroughness of investigation of all facts must be applied to all cases.

Some issues may not lend themselves to a resolution between the involved individuals and may require a progressive process involving management for ultimate resolution. The following paragraphs outline the escalating steps for problem resolution.

Step 1:

Upon identification of a situation requiring application of this problem clearance procedure, those individuals directly involved should attempt to resolve the issue immediately on a private one-on-one basis. If a resolution is mutually agreed upon, this procedure need not be carried further. Should the party involved in the issue prefer not to attempt resolution, if repeated cases occur, or if at any time the discussion on the matter becomes unproductive, attempts for initial resolution should be halted and Step 2 of this procedure immediately applied.

Step 2:

If initial resolution via a one-on-one, individual basis for whatever reason is not possible, the parties involved in the issue should present their concerns in writing with available and relevant facts to their agency's designated representative who can work to resolve the issue. Those representatives shall include, at a minimum, an EMS manager from the Contractor and Contract Administrator from the City of Goodyear. These representatives from each agency should then interview the individuals from their respective agencies that are directly involved in the issue to determine all facts. This should be done separately within 14 calendar days following written notification of the incident at issue. After the facts are gathered from the person being interviewed, the representatives from each agency should meet in a timely manner and discuss the issue(s). If the facts confirm that the situation requiring correction did occur, justifying the assembly of all parties to resolve the matter, then such a meeting shall be scheduled. If however, the matter can be resolved between agency representatives, then the additional step of assembling the parties involved is not necessary.

If a need to assemble the parties involved persists, this should be done as soon as possible following the actual incident. The meeting shall involve only those parties directly involved in the incident and shall be held in private.

The objective of the meeting should be to resolve the issue so that it does not recur. Resolution may address related areas of training, policy revision and or policy development, etc.as necessary to resolve the underlying issue and avoid a recurrence of same.

Step 3:

Those issues not resolved through Steps 1 or 2 of this procedure shall be submitted in writing to each agency representative. Issues of this magnitude may include, but are not limited to, problems with contracted service, failure to comply with contract, or timely corrective action of situations discussed in Steps 1 and 2. Situations of this significance will be forwarded to Senior Management from the Contractor and Fire Chief for the City of Goodyear.

The designated representative from each party may be permitted access to documentation and other investigative materials from previous attempt for resolution. Once adequate information and or evidence on the matter are prepared, a meeting with those parties directly involved must be held in private. Following a thorough investigation and at the conclusion of the meeting, the Parties shall attempt a mutually agreed upon resolution. The Fire Chief or his/her designee shall have the final authority in determining such resolution and may require any corrective action, up to and including termination of the Contract. Such resolution by the Fire Chief shall be delivered to Contractor in writing and shall include the timelines under which any corrective action shall occur.

EXHIBIT H

**TREATMENT GUIDELINES—ALS PATIENT TRANSPORT POLICY AND PROCEDURE
APPROVED BY MEDICAL DIRECTOR**

GOODYEAR FIRE DEPARTMENT POLICY & PROCEDURES			
STANDARD OPERATING PROCEDURES			
ALS PATIENT TRANSPORT			P.P. # 209.316
EMERGENCY MEDICAL SERVICES	Created: 12/7/12	Revised: 8/12/16	PAGE 1

PURPOSE:

The purpose of this guideline is to define the continuation of Advanced Life Support patient care from the time of dispatch until the patients' arrival at the most appropriate receiving facility i.e. Hospital Emergency Department or designated Specialty Center.

POLICY:

It shall be the policy of the Goodyear Fire Department to maintain continuous patient care and overall responsibility of all ALS patients regardless of the functional capabilities of the transporting unit. Whenever possible the Goodyear Fire Department will attempt to meet the accepted standard of care of (2) Paramedics attending to ALS patients.

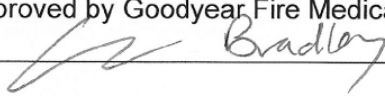
PROCEDURE:

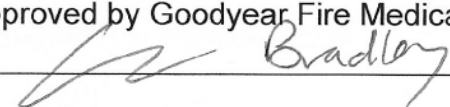
1. Goodyear Fire Department personnel will be the lead Paramedic on all ALS response incidents.
2. It shall be the decision of the Goodyear Fire Department Paramedic in consultation with the Company officer, West Valley off-line protocols, and or Base Hospital Medical Direction to continue care to the hospital
3. It shall be the decision of the Goodyear Fire Department Paramedic to continue to use either Goodyear Fire Department ALS equipment or the ambulance's ALS equipment on a case-by-case basis.
4. The remaining Paramedic and crew may go back into service and change their status to Intermediate Life Support (PLS) by entering it into their MCT.

Guidelines for Goodyear Fire Department Paramedic ride-in, *the list below is not all-inclusive and Paramedics should use their best judgment for cases/incidents not listed below:*

1. Any patient requiring NIPPV (Non-Invasive Positive Pressure Ventilation) i.e. CPAP
2. Known or suspected fluid overload (Acute Congestive Heart Failure or renal failure).
3. Acute Myocardial Infarction suspected (STEMI)
4. Aortic Aneurysm or Dissection known or suspected
5. Altered mental status or level of consciousness (for patient).
6. Bronchospasm/acute dyspnea/shortness of breath unresponsive to treatment
7. Burn injury requiring transport to a Burn Center
8. Cardiac arrest requiring transport regardless of etiology (medical or trauma)

9. Acute Chest Pain with abnormal 12 lead EKG or ongoing chest pain..
10. IV medication infusions administered such as, but not limited to Dopamine, Magnesium Sulfate, Amiodarone, Pitocin, and Epinephrine.
11. Controlled Substances administered such as Morphine, Fentanyl, Versed, Valium, Ativan.
12. Suspected Stroke (CVA)/TIA patients
13. Water submersion patients (Drowning/Near-Drowning)
14. Pregnancy greater than or equal to 20 weeks with Known or suspected Eclampsia/Pre-Eclampsia, vaginal bleeding, high risk pregnancy, motor vehicle crash/trauma, imminent delivery, or delivery in the field
15. Early pregnancy with known or suspected Ectopic Pregnancy
16. Electrical therapy used or highly anticipated (such as cardioversion, pacing, defibrillation)
17. Instability of the patient perceived by the ALS provider on-scene or by request of ambulance Paramedic
18. Taser Patients
19. Restraints used (if restrained by law enforcement request that law enforcement accompanies Paramedics in the ambulance and access to a cuff key)
20. Seizures:
 - Adult-first time seizure, active seizure or criteria for status epilepticus*
 - Pediatric-first time non-febrile seizure, active seizure, criteria for status epilepticus*, or repetitive or persistent altered level of consciousness in febrile seizure
 - *Status epilepticus is defined as 5 minutes of continuous seizure or not regaining consciousness between seizures
21. Trauma: all immediate patients by Trauma Triage Criteria
22. Known or suspected shock (i.e.) Hypovolemia, Neurogenic, Septic, Anaphylactic, Cardiogenic
23. Use of tourniquet and or hemostatic agents (such as Quik Clot)

Approved by Goodyear Fire Medical Director  _____	Date: 11/9/2018	
Approved by Maricopa Ambulance Medical Director _____	Date:	

Approved by Goodyear Fire Medical Director  _____	Date: 11/9/2018	
Approved by Maricopa Ambulance Medical Director _____	Date:	

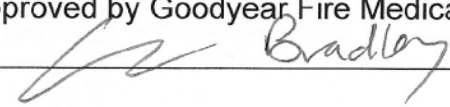
Approved by Goodyear Fire Medical Director  _____	Date: 11/9/2018	
Approved by Maricopa Ambulance Medical Director _____	Date:	

EXHIBIT I

PATIENT TRANSFER PROCEDURES

It is the policy of City of Goodyear Fire Department to provide quality and efficient medical services to all injured or ill patients. The objective of this procedure is to guide to the fire officer, ALS provider and/or Firefighter to act with the patient's well being in mind.

In order to facilitate the most efficient transfer of patient care from Fire Department to Contractor for patient transportation and or treatment, the following transfer procedures have been adopted.

Upon Ambulance arrival at the scene of a medical and/or trauma emergency where patient care is being provided by Fire Department personnel and transfer will occur to the Contractor, the ambulance crew shall report to the Command Officer on the scene for possible assignments to assist in any additional care. These subsequent arriving personnel must avoid duplicating any patient assessment or treatment already completed and shall work under the direction of the Officer in Command of the incident. The parties shall use Zoll ePCR—for coordinating and patient care data exchange.

Fire Department Paramedic personnel shall remain in charge of the patient care until it is specifically relinquished to Contractor's ambulance personnel.

The patient's condition will determine the need for the Fire Department Paramedic to accompany the patient in the ambulance and to the hospital or other medical facility. Contractor's and the Goodyear Fire Department's physician medical director shall establish a policy on paramedic assist to guide this

determination. When Contractor will transport the patient, it shall make the final determination as to who may accompany the patient in the ambulance.

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

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

1. Verbal report on patient condition including:
 - a. Patient's chief complaint;
 - b. All pertinent negative/ positive physical findings and patient's current condition;
 - c. All patient treatment done up to the time of transfer;
 - d. Name and location of base station physician consulted and orders received (if applicable);
and
 - e. Patient destination.
2. Complete written Fire Department EMS incident report signed by the Fire Department and Contractor's personnel.

When Contractor is transporting the patient, all loading of patients into the ambulance will be the responsibility of Contractor's personnel. When the City is transporting patients (subsequent to the issuance of a CON by ADHS), the City will be responsible for loading patients into the City's ambulance(s).

When the ambulance has arrived on the scene of an EMS incident, prior to the arrival of the Fire Department unit, the officer in charge of the subsequently arriving fire department unit will seek out the highest trained medical professional from the ambulance crews for a report on the patient and all care that has been provided. Following this report, the Fire Department officer may assume command of the incident/patient.

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

Any modification to this Exhibit I must be reviewed and approved by the medical directors of both Parties and by ADHS prior to implementation.