AGREEMENT FOR
EMERGENCY MEDICAL [TRANSPORTATION] SERVICES
City of Glendale Solicitation No. RFP 23-36

This Agreement for Emergency Medical [Transportation] Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Maricopa Ambulance, LLC, a Delaware limited liability company, authorized to do business in the State of Arizona, ("Contractor"), as of the _____ day of _____, 2024.

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 23-36 (the "Project");

B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto; and

C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.

1.2 Project Team.

a. Project Manager.

(1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to complete the Project and handle all aspects of the Project (as determined by the City in its sole discretion); such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;

(2) The City must approve the designated Project Manager; and

(3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.

b. Project Team.

(1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."

(2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.

c. Discharge, Reassign, Replacement.

(1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

(2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.

(3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

(1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.

(2) Contractor will remain fully responsible for Sub-contractor's services.

(3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.

(4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. Schedule. The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. Contractor's Work.

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and

b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.

(2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").

b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.,* and other intellectual work product as may be applicable ("Work Product").

(1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.

(2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.

b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.

c. City Use.

(1) City may reuse the Work Product at its sole discretion.

(2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.

(3) In such case, City shall also remove any seal and title block from the Work Product.

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed $420,000 over the entire term of the Agreement, as specifically detailed in **Exhibit B** (the "Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.

a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.

b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

d. All parties acknowledge that any adjustments or changes to compensation related to this contract, including any adjustments, amendments or renewals will not take effect until approved by the Director of the Arizona Department of Health Services.

5. Billings and Payment.

5.1 Applications.

a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.

b. Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Contractor and its Sub-contractors; and

(2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the Effective Termination date, which may not be less than 30 days following the date of delivery.

a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.

b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than $1,000,000 or the amount of this Agreement, whichever is greater.

7. Conflict. Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating,

securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. Insurance.

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.

b. General Liability.

(1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least $1,000,000 per occurrence and $2,000,000 annual aggregate for each property damage and contractual property damage.

(2) Sub-contactors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least $1,000,000 per occurrence.

(3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.

(4) These limits may be met through a combination of primary and excess liability coverage.

c. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

d. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:

(1) Cancellation or termination of Contractor or Sub-contractor's Policies;

(2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and

(3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.

e. Certificates of Insurance.

(1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.

(2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

(3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.

f. Other Contractors or Vendors.

(1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.

(2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).

g. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.

(1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.

(2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.

b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.

c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

a. Each party ("Indemnitor") shall indemnify, defend and hold harmless the other party ("Indemnitee"), and its officers, directors, agents, representatives, and employees (collectively "Indemnitees"), from and against any and all costs, claims, causes of action, demands, losses, liabilities, penalties, fines, citations, expenses, forfeitures or other damages, including, but not limited to, settlements, defense costs, judgments, court costs, expert fees and reasonable fees of attorneys (individually a "Claim" or collectively "Claims"), asserted against Indemnitee(s) or which Indemnitee(s) might incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects upon the environment, or any violation of any applicable law, to the extent but only to the extent that such Claims are incident to or arise out of this Agreement or are caused by a negligent, willful, or intentional wrongful act or omission of Indemnitor or Indemnitor's officers, directors, agents, representatives or employees, or as a result of Indemnitor's breach of this Agreement. Nothing in this section shall limit any right to contribution or other allocation of fault between the parties as determined by a court of competent jurisdiction and as permitted by applicable law.

b. The parties shall promptly notify each other of the existence of any Claim or the threat of any Claim to which the indemnification obligations herein might apply. Upon written request by the Indemnitee, the Indemnitor (or its insurer), at its sole cost, will select counsel of its choice to manage the defense of any indemnifiable Claim and pay any settlement or judgment of the Claim; provided, however, that the Indemnitee shall have the right, at its option and sole expense, to have its counsel monitor the defense and settlement of the Claim without relieving the Indemnitor of any obligation hereunder. The Indemnitee shall

cooperate and comply with all reasonable requests that the Indemnitor might make in connection with the defense and settlement of a Claim.

9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrants their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

11. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:

a. the forced labor of ethnic Uyghurs in the People's Republic of China;

b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and

c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

12. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

13. **Notices.**

13.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

a. The Notice is in writing; and

b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and

c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and

e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

13.2 Representatives.

a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Maricopa Ambulance, LLC
c/o Alan Smith
8501 E Princess Drive, Suite 195
Scottsdale, AZ 85255

b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Christopher Gustafson, Deputy Fire Chief
11550 W Glendale Ave
Glendale, Arizona 85301
(623) 772-7018

With required copy to**:**

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

c. Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

14. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

15. Entire Agreement; Survival; Counterparts; Signatures.

15.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies

the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

15.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

15.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

15.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. All parties acknowledge that any adjustments or changes to compensation related to this contract, including any adjustments, amendments or renewals will not take effect until approved by the Director of the Arizona Department of Health Services.

15.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

15.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

15.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

16. Term.

16.1 Renewals. The term of this Agreement commences upon the date the Agreement is approved by the Arizona Department of Health Services (ADHS), or upon such other effective date set by ADHS in its approval and continues for a two (2)-year initial period. All parties acknowledge that any adjustments or changes to compensation related to this contract, including any adjustments, amendments or renewals will not take effect until approved by the Director of the Arizona Department of Health Services.

The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four (4) years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and any such price adjustment will be a determining factor for any renewal. There are no automatic renewals of this Agreement and renewals shall be subject to approval by ADHS.

16.2 Extension for Procurement Process. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension

provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

17. **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

18. **Cooperative Use of Contract.** This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: http://www.mesaaz.gov/business/purchasing/save

19. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation

(Signatures appear on the following page.)

The parties enter into this Agreement as of the Effective Date shown above.

City of Glendale,
an Arizona municipal corporation

_____
By: Kevin Phelps
Its: City Manager

ATTEST:

_____
Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

Maricopa Ambulance, LLC,
a Delaware limited liability company

_____
By: Alan Smith
Its: West Region President

EXHIBIT A

EMERGENCY MEDICAL [TRANSPORTATION] SERVICES

PROJECT

Contractor to provide dedicated ambulances for emergency medical transportation services to meet the needs of the Glendale Fire Department per the scope of work in RFP 23-36.

EXHIBIT A

EMERGENCY MEDICAL [TRANSPORTATION] SERVICES

PROJECT

Contractor to provide dedicated ambulances for emergency medical transportation services to meet the needs of the Glendale Fire Department per the scope of work in RFP 23-36, with the changes listed in this exhibit.

City of Glendale shall sit on the panel with Maricopa Ambulance when interviewing current and potential employees of Maricopa Ambulance who would be working in the City of Glendale via this agreement.

City of Glendale Fire Department chooses Option A as shown below, with the following changes:

7. SPECIFICATIONS, REPONSE TIME PERFORMANCE

Minimum compliance is achieved when **90%** or more of responses for Code 3 Calls and Code 2 Calls meet the specified Response Time requirements.

To be in compliance for Code 3 Calls, each Proposer must be able to place an Ambulance on the scene of each presumptively life-threatening emergency within ten (10) minutes and zero (00) seconds for not less than **90%** of all Code 3 Calls.

To be in compliance for Code 2 Calls, each Proposer must be able to place an Ambulance on the scene of each non-life-threatening emergency within twenty (20) minutes and zero (00) seconds for not less than **90%** of all Code 2 Calls.

If **90%** is not achieved in Code 3 or Code 2 responses in any month, the Contractor will conduct a three-month review/assessment of the code response level that was not met.

7. SPECIFIATIONS, REPONSE TIME MEASUREMENT

Code 3 Responses. The Contractor must arrive on the scene where emergency care is required within ten (10) minutes zero (00) seconds for **ninety** percent **(90%)** of all Code 3 cumulative calls received by Contractor for transportation requests within the City's city limits for each calendar month. The Parties agree arrival at ten (10) minutes one (01) second is deemed late.

Code 2 Responses. Contractor must arrive at the scene where emergency care is required within twenty (20) minutes and zero (00) seconds for **ninety** percent **(90%)** of all Code 2 cumulative calls received by Contractor for transportation requests within the City's city limits for each calendar month. The Parties agree arrival at twenty (20) minutes one (01) seconds is deemed late.

7. SPECIFICATIONS, LIQUIDATED DAMAGES FOR FAILURE TO MEET REQUIREMENTS

Failure to Meet **90%** Response Time Requirement in EMS Service Area: The following liquidated damages will be assessed when the Cumulative Response Time compliance for Code 3 calls and Code 2 calls combined fall below 90% for any given month in the EMS Service Area.

Table 2 - REVISED

Compliance Percentage	Liquidated Damages
89.9%-88.0%	$7,000
87.9%-87.0%	$9,000
86.9%-86.0%	$11,000
85.9%-85.0%	$13,000
84.9% and below	$15,000 plus $3,000 per percentage point thereafter

Pursuant to AAC R9-26-1106(A)(16), liquidated damages for failure to meet contract requirements will be reported separately on the CON holder's ARCR.

7. SPECIFICATIONS, ADDITIONAL AMBULANCES is deleted from this solicitation as the requirement was made without the understanding that the City does not have the authority to mandate additional units with addressing associated rate increases with AZHDS.

Add: Contractor will provide ten (10) ambulances assigned to the system. Additionally, Contractor will provide three (3) backup vehicles, not primarily assigned to the city, that will be available to replace any one of the ten assigned ambulances in case a need arises requiring a replacement (i.e., mechanical issue, inspection, etc.). To address the need for additional ambulances in the city, the Contractor agrees to the following:

- The number of twenty-four (24) hour ALS-equipped ambulances will remain the same at four (4)
- The number of peak-time ALS-equipped ambulances will remain at six (6)
- Additional "flex" interfacility (IF) units will be called in when the number of available units drops to five (5) or less (see table below). Each of these units will be equipped with the proper radios. MCTs will be provided when possible.

# OF REMAINING UNITS	INTERFACILTY (IF) UNIT
Level 5	One (1) additional IF unit moved into the system
Level 4	One (1) additional IF unit moved into the system
Level 3	One (1) additional IF unit moved into the system
Level 2	One (1) additional IF unit moved into the system

Maricopa Ambulance will match the ambulance standards established in the contract in effect currently (July 12, 2023) and intends to replace their Glendale fleet as ambulances are available through their best efforts utilizing our national supply chain. This will allow a financially responsible approach that recognizes the constraints of the post-Covid national ambulance shortages that are resulting in multiple year fulfillment delays for replacement ambulances. No mandatory replacement (before 175,000 miles or 60 months) is required.

Ambulances covered in this contract are considered assigned, and not dedicated. They are available to respond to mutual aid requests for service outside of the city limits.

Historic and projected transport numbers are as follows:

2022 18,219
2023 18,369
2024 18,920
2025 19,488

Historically, there have been 10 assigned units in Glendale. The number of assigned units has not changed in the current contract. However, the contract does call for additional Interfacility ambulances to enter the system proactively at certain levels, to protect against rapid drops in ambulance resources due to unexpected demand surges. These "flex" ambulances are primarily assigned to Maricopa's Interfacility fleet but will be moved into Glendale if the level of ambulances available in Glendale hit certain trigger levels. They will be moved back to interfacility when the ambulances assigned to Glendale return to the trigger level.

Should there be an unexpected and material increase in the number of transports which require additional assigned ambulances Maricopa Ambulance will work collaboratively with the City and the Department to and will provide a written justification so that the Department has sufficient information to make an informed decision.

Contract includes the initial purchase and placement of specifically configured medical supply vending machines in all Glendale Fire stations at no cost to the City within one year of the contract being signed. These units will be owned or leased by Maricopa Ambulance. The purpose of the machines is to introduce new technology mechanisms and controls for the disbursement of one for one supply replacement. The intent is to simultaneously improve fire personnel satisfaction with the ease of one for one supply replacement, and capture supply cost efficiencies of new control mechanisms. The expectation of the Contractor is that the efficiency of the machines and technology will surpass the cost of the machines.

The exact type, brand, number, and location of the machines, if implemented, will be mutually agreed upon within one year of the contract execution. A buy vs. lease decision will be made by Maricopa, depending on the business opportunity at the time of engagement with the vending machine company. Currently the price of the machines is about $13,000 each if purchased, or $700 per month if leased.

1. INTRODUCTION

The City of Glendale (City) is soliciting Requests for Proposals (RFP) from qualified companies to provide Dedicated Ambulances for emergency medical transportation services to meet the needs of the Glendale Fire Department. Basic Life Support (BLS) and Advanced Life Support (ALS) staffing, in conjunction with stand-by ambulance services, may be requested for Special Events.

The resulting contract from this solicitation will be a two (2)-year contract with four (4) one (1)-year renewals.

2. CITY MISSION, VISION, AND VALUES

All work will be performed by understanding and adhering to the City of Glendale's Mission, Vision, and Values, as listed in Appendix C.

3. SCOPE OF WORK

Contractor will be required to provide all emergency medical transportation services (Services) to meet the needs of the City of Glendale Fire Department with Dedicated Ambulances to meet the Response Times identified in this solicitation. All ambulances will be certified at the ALS level of service. The Contractor will also provide ambulances for medical stand-by and transportation at Special Events and provide BLS and ALS staffing in conjunction with a stand-by ambulance and fire department staffing for Special Events if requested by Glendale Fire Department. Additionally, the Contractor will be required to provide communications and dispatch Services in accordance with the EMS System, this RFP, and the Contract. Aeromedical helicopter rescue services are not the responsibility of the Contractor. The Contractor may not furnish standby coverage for Special Events or conduct inter-facility transfers with Dedicated Ambulances. Contractor may not use any Dedicated Ambulance, equipment, or personnel of the Glendale-required EMS System to provide Services for any such purposes not permitted by this RFP and Contract without written permission from the Glendale Fire Department.

4. DEFINITIONS

The definitions set forth apply to this RFP and are provided to assist Proposers. Generally, throughout the RFP, defined terms are identified by beginning such defined terms with a capital letter. Terms may also be defined in the text of the RFP, as applicable and where indicated.

"***Addendum"*** shall mean a change to the RFP that the City determines requires the issuance of an addendum to each Proposer.

"***Administrative Medical Director"*** shall mean the individual appointed by the City to act as Administrative Medical Director for the Fire Department and who has the qualifications set forth in Arizona Administrative Code (AAC) Regulation 9-25-204.

"***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.

"ALS" shall mean "Advanced Life Support" and those medical treatments, procedures (including assessment), and techniques that may be administered or performed by ALS personnel established under Arizona Revised Statutes (A.R.S.) § 36-2205.

"***Ambulance"*** shall have the meaning outlined in and meeting the requirements of A.R.S. § 36-2201 and which meets the additional requirements outlined in the Scope of Work portion of this RFP and, where indicated in the text of the RFP, also meets the requirements set forth in Appendices A and B of this RFP.

"***Ambulance Fleet"*** shall mean all Dedicated Ambulances and any additional Ambulances (Substitute Ambulances) the City requires Contractor to provide pursuant to this RFP and to the Contract contemplated by this RFP.

"***Ambulance Response"*** shall mean the response of an Ambulance pursuant to a dispatch issued by PFDRDC in connection with a services request that is a Code 3 Call and/or Code 2 Call.

"***Arizona Department of Health Services (ADHS)"*** shall mean the department of the State of Arizona responsible for regulating health services.

"Authorized Agency" shall mean a fire agency providing automatic aid within the EMS Service Area.

"***Authorized Representative"*** shall mean the duly authorized representative of a Proposer and his or her duly authorized successor who signs the Proposal Offer Form on behalf of such Proposer.

"***AVL"*** shall mean automatic vehicle locator.

"***Award Recommendation"*** shall mean the recommendation or recommendations of the City to the City Council of a Proposer or Proposers for Contract Award or Awards.

"***BLS"*** shall mean basic life support.

"***Budget & Finance Director"*** shall mean Levi Gibson (and any successor appointed by the City).

"***CAD"*** shall mean computer assisted dispatch.

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

"***City (City of Glendale)"*** shall mean the municipal corporation now existing and known as the City of Glendale, Arizona.

"***City Council"*** shall mean the governing body for the City (the City Council includes the Mayor of the City).

"***City Procurement Office"*** shall mean the City's Material's Management Office located at 5850 West Glendale Avenue, Suite 317 Glendale, AZ 85301-2599

"***City Procurement Administrator"*** shall mean Connie Schneider (and any successor appointed by the Budget & Finance Director for the City of Glendale).

"***Code 2 Call"*** shall mean:

- A call for which the use of red lights and sirens is not requested by PFDRDC for Ambulance Response to the scene of an incident.

- A call in which the initial request by PFDRDC was for a Code 3 Call, but was downgraded by PFDRDC to a Code 2 Call prior to arrival on the scene of an incident.

"***Code 3 Call"*** shall mean:

- A call for which the use of red lights and sirens are requested by the PFDRDC for Ambulance Response at the time of the initial request and red lights and sirens are used until arrival on the scene of an incident.
- A call in which the initial request by the PFDRDC was for a Code 2 Call but was upgraded by the PFDRDC or responding fire unit to a Code 3 Call prior to arrival on the scene of an incident.

"***Commencement Date"*** means the date designated as the date performance of service is set to begin.

"***Contract"*** shall mean a Contract to be entered into between a Contractor (or Contractors) and City through the RFP Process.

"***Contract Administrator"*** shall mean the EMS Deputy Chief and his/her designee.

"***Contract Award"*** shall mean the award of a Contract (or Contracts) by the City Council to a Proposer or Proposers, subject to each selected Proposer signing a Contract by the City.

"***Contractor"*** shall mean each Proposer, if any, that receives a Contract Award and enters into a Contract with the City pursuant to this RFP process.

"***Control"*** shall mean the power directly or indirectly to direct the management or policies of an entity whether through the ownership of voting securities, other equity interests, by contract or otherwise. Without limiting the generality of the preceding, Control includes actual working or effective Control of an entity however exercised; and an agreement among the holders of voting stock or rights of an entity which effectively assigns voting Control and/or decision making to any person or entity other than the entity in question.

"***Control of Scene"*** shall mean the Fire Department current protocol for control of the scene (including incident scene command structure and patient transfer process) to which an Ambulance has been dispatched and is known as the current Volume II of the Phoenix Fire Department Regional Operations Manual.

"***Cumulative Response Time***" shall mean the total elapsed time from 911 emergency dispatch to the arrival on scene on the Ambulance and crew.

"***Dedicated Ambulance"*** shall have the meaning set forth in the definitions and Scope of Work part of this RFP.

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

"***EMS Deputy Chief"*** shall mean the Deputy Chief of the Fire Department responsible for EMS.

"***EMS Service Area***" shall mean all areas within the boundaries of the City of Glendale. Any use of the phrase "EMS Service Area," or similar terms, will in all respects be limited to the geographical boundaries of the City of Glendale, and any automatic/mutual aid partners, special districts, state lands, and county islands contained therein. Both Parties acknowledge that these boundaries may change by annexation or otherwise by law.

"***EMS System"*** shall mean the system, in which the City participates, describing certain emergency medical services and ambulance transportation services for the

City and other participating cities, agencies, etc. in the Greater Metropolitan Phoenix Area or Areas.

"***EMT-B"*** shall mean Emergency Medical Technician -Basic.

"***EMT-P"*** shall mean Emergency Medical Technician-Paramedic; a person who has been trained in an emergency paramedic training program and is certified to act as a paramedic under the laws, rules, or regulations of the State of Arizona.

"***EPCR***" shall mean Electronic Patient Care Reporting.

"***Evaluator"*** shall mean a member of the Proposal Evaluation Committee.

"***Exception***" shall mean Ambulance responses not meeting the minimum response requirements established herein.

"***Fire Department"*** shall mean the City of Glendale (AZ) Fire Department.

"***Fire Chief"*** shall mean the Ryan Freeburg (and any successor appointed by the City).

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

"***Firefighter Paramedic"*** shall mean a Firefighter with the employment designation of Firefighter Paramedic.

"***First Responder"*** shall have the meaning set forth in A.R.S.§ 36-2201, including qualified personnel of the Fire Department and the Contractor.

"***Immediate Family"*** shall mean any spouse, son, daughter or parent of any individual (by blood or by marriage), or any trust, estate, partnership, joint venture, limited liability company, corporation, operation or any other legal entity or business or investment enterprise directly or indirectly controlled by such spouse, son, daughter or parent.

"Inter-facility Transfers" shall mean non-911 Emergency Medical Services based ambulance transports between medical facilities.

"***Key Personnel"*** shall mean the key personnel of Contractor identified by job position and personal information in the Scope of Work part of this RFP.

"***Mobile Computer Terminal (MCT)"*** shall mean the mobile computer located in response vehicles that are part of the PFDRDC dispatch system.

"***Payor"*** shall mean those billed for services by Contractor.

"***Peak Times"*** shall mean times of anticipated increased caller volume in the Primary Service Area or Areas as established by the Fire Department.

"***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.

"***Phoenix Fire Department Regional Dispatch Center (PFDRDC*** or ***the Dispatch Center)"*** shall mean the Dispatch Center at the City of Phoenix Fire Department.

"***Primary Service Area***" shall mean the defined geographical areas within the City of Glendale.
"***Procurement Code"*** shall mean the Procurement Code of the City.

"***Procurement Administrator"*** shall mean the City Procurement Office person designated to administer the procurement aspects of the Contract.

"***Proposal"*** shall mean a complete proposal submitted pursuant to and in accordance with this RFP, including any and all attachments, addendums, if necessary and applicable, and a proposal submitted as a Best and Final Offer, if invited by the City.

"***Proposal Evaluation"*** shall mean the process for evaluation of Proposals by the Proposal Evaluation Committee.

"***Proposal Evaluation Committee"*** shall mean the members of the Committee of Evaluators selected and approved by the City.

"***Proposal Due Date and Time"*** shall mean the date and time set forth for the delivery of Proposals as set forth herein and as otherwise specified by the Procurement Administrator.

"***Proposer"*** shall mean an entity submitting a Proposal through its Authorized Representative.

"***Response Time"*** means the calculation of time beginning when a 911 call is dispatched to the responding unit(s) and entered into CAD by the PFDPRC Dispatch Center and ends when the Contractor physically arrives on the scene of the incident and reports via radio or via MCT to the PFDRDC that Contractor is on scene and ready to deliver Services.

"***Responsible Proposer"*** shall mean a Proposer who has the capability to perform the Services described in this RFP and who has the integrity and reliability required by the City.

"***Responsive Proposer"*** means a Responsible Proposer who submits a Proposal which appropriately responds, in the judgment of the City, to this RFP.

"***RFP"*** shall mean this request for proposal (City of Glendale RFP 23-36), together with any Addendum thereto.

"***Services"*** shall mean those Services provided to meet the requirements set forth in this RFP in order to deliver emergency medical transportation.

"***Special Events***" shall mean any event that the Glendale Fire Department has been contracted with to provide Emergency Medical Services. Examples include, but are not limited to, events at State Farm Stadium, Desert Diamond Arena, City of Glendale Signature events and other Special Events within the City of Glendale.

"***Specifications"*** shall mean those requirements for Ambulance equipment and Ambulance materials and supplies as to quality (including brand names) and features as set forth in ***Appendices A and B.***

"***Station"*** shall have the meaning set forth in the Scope of Work part of this RFP.

"***Subcontractor"*** shall have the meaning set forth in the City Procurement Code.

"***Substitute Ambulance"*** shall have the meaning of any Ambulance used in place of Dedicated Ambulance that is temporarily unavailable due to maintenance or repair.

5. PERFORMANCE SURETY FUND

Creation of a Performance Surety Fund and the process by which the City may withdraw the funds from the Performance Surety Fund.

A. Contractor shall submit to City a check in the amount of Fifty Thousand Dollars ($50,000). The City shall deposit the check into a dedicated account (the "Performance Surety Fund") which may only be used for City of Glendale Fire Department EMS programs, including training or equipment for both Fire Department and ambulance personnel. At least quarterly, City shall provide to Contractor a statement or other documentation showing the fund's current balance. For accounting purposes, the funds shall be considered funds of Contractor held in escrow account or some similar designation that describes the City's right to draw down these funds for only the purposes designated herein.

B. City shall not use or distribute funds from the Performance Surety Fund except in accordance with the process set forth in the Agreement.

C. City shall provide Contractor with a notice documenting the date and amount of any withdrawal from the Performance Surety Fund.

6. PERFORMANCE BOND

Contractor will be required to provide the City a performance bond in the amount of 10% of the entire contract term in form and substance acceptable to the City. The Contractor will be required to maintain the Performance Bond throughout the term(s) of the Contract and for a reasonable time thereafter.

7. SPECIFICATIONS

EXCLUSIVE CONTRACT

Pursuant to this RFP, a Contractor will be awarded an exclusive contract for Services.

COMMENCEMENT DATE

The Commencement Date will follow approval of the award by the Glendale City Council during a regularly scheduled evening council meeting. The Commencement Date is considered to be the date of the start of Service.

EMS SYSTEM

The City and the Fire Department participate in an automatic aid agreement, including an EMS System, with twenty-seven (27) other cities and their fire departments in the greater metropolitan Phoenix area. Through their participation, the City and the Fire Department have agreed to the roles assigned to the City and the Fire Department within such EMS System and the City has thus adopted the EMS System as its system for the Services to meet certain assigned responsibilities. In accordance with the EMS System, the City contracts for Services pursuant to an exclusive contract with a single emergency medical ground transport provider. The EMS System permits the interests of the City and such exclusive provider or providers to be aligned to provide emergency ground transportation ambulance Services as called for within the EMS System and as otherwise necessary.

NO SUBSIDY AND NO PAYMENT

The Arizona Department of Health Services (ADHS) sets rates that may be charged by ambulance companies having a Certificate of Necessity (CON). The City will provide no financial subsidy or payment of any kind to Proposers for emergency transports or associated expenses. The Contractor derives its operating revenue from user fees.

The City will reimburse expenses for staffing at Special Events if that staffing is requested by the Glendale Fire Department. Reimbursed expenses will include staffing to supplement Glendale Fire Department staffing without inclusion of standby ambulance personnel.

PRIMARY SERVICE AREA OR AREAS

The corporate limits of the City includes a current population of approximately two hundred fifty thousand (250,000) people (U.S. Census Bureau, 2021). The current area is approximately sixty-one (61) square miles (U.S. Census Bureau, 2020).

CALL VOLUME

The current available volume of dispatches for the Glendale Fire Department in the Primary Service Area for January 1, 2022, through December 31, 2022, was 35,929 incidents, of which 19,557 were ALS and 12,481 were BLS medical calls.

The City makes no representation as to the accuracy of such information and it is provided to the Proposers for such use in the preparation of. The City guarantees no minimum number of instances requiring Services or dispatches for Services within or for any period of time.

CITY'S RESPONSIBILITIES / EMS SYSTEM

Proposers acknowledge that they are fully aware of the responsibilities of the City and the Fire Department within the EMS System.

ADMINISTRATIVE MEDICAL DIRECTOR

The position of Administrative Medical Director is established by the City in accordance with Arizona Administrative Code Regulation 9-25-201, which also sets forth qualifications and duties of the Administrative Medical Director.

CONTRACTOR CONTACT PERSON

It is the City's desire to have continual involvement in a Contractor's operations in the Primary Service Area or Areas. Therefore, the Contractor is required to provide the title, reporting relationship, and limits of authority for a senior executive, who will office within the Primary Service Area in general and serve as the Contractor's Contact Person with the Fire Department and receive all written correspondence and notices from the city.

CONTRACTOR'S RESPONSIBILITIES

In accordance with the EMS System and this RFP, Contractor will furnish the Services in response to appropriate dispatch and field operation directives including, but not limited to the following:

a. Employment of all of Contractor's personnel required for the Services and related functions.
b. Administrative supervision, training and management of Contractor's employees, agents and Subcontractor(s) (if any).
c. Provision and maintenance of the Contractor Dedicated or Special Events Ambulances and the equipment, materials, and supplies required and necessary to provide the Services.
d. Accurate completion and timely submission of all required data and reports of every kind, including notices.
e. Meeting Response Times and other performance requirements in compliance with applicable law including, but not limited to, ADHS laws and regulations, this RFP, and the EMS System.

f. Participate and cooperate with the Administrative Medical Director and City representatives in audits, inspections and investigations, with timely responses and completion of requirements.

g. Provide indemnification, insurance performance guarantees, and other security as required by the City.

PERFORMANCE VS. LEVEL OF EFFORT

This Contract is a performance contract rather than a level-of-effort contract. The City accepts the Contractor's financially guaranteed commitment to employ whatever level of effort is necessary to achieve the clinical response time and other performance results required by the terms of the Contract. Acceptance by the City of a Contract shall not be construed as acceptance of the Contractor's proposed level of effort; rather, Contractor shall meet the stated performance requirements in the contract regardless of the level of effort required. The Contract requirements are over and above the CON minimum requirements.

RESPONSE TIME PERFORMANCE

Medical research has shown that the emergency response time from the point of injury or serious physical illness is one of the key factors in determining the survival of critically ill or injured patients, particularly in cardiac-related emergencies. Therefore, the City has determined that the response times contained herein are vital to its citizens' health, safety, and welfare.

Response times will be evaluated monthly on an individual basis and will not be averaged. A superior response time early in the month does not justify allowing inferior response time performance later in the month.

Each Proposer will demonstrate that it will provide the Services within the Primary Service Area or Areas and within the EMS System to achieve compliance with the requirements of this RFP.

Minimum compliance is achieved when 95% or more of responses for Code 3 Calls and Code 2 Calls meet the specified Response Time requirements.

To be in compliance for Code 3 Calls, each Proposer must be able to place an Ambulance on the scene of each presumptively life-threatening emergency within eight minutes (8) fifty-nine (59) seconds for not less than 95% of all Code 3 Calls.

To be in compliance for Code 2 Calls, each Proposer must be able to place an Ambulance on the scene of each non-life-threatening emergency within fourteen (14) minutes and fifty-nine (59) seconds for not less than 95% of all Code 2 Calls.

If 95% is not achieved in Code 3 or Code 2 responses in any month, the Contractor will conduct a three-month review/assessment of the code response level that was not met.

Each Proposer must show that it can meet the following Response Time requirements.

Table 1

Priority	Maximum Response Time	Definition
Code 3 Calls-First Priority	8:59 minutes	Life-Threatening Emergencies
Code 2 Calls-Secondary Priority	14:59 minutes	Nonlife-Threatening Emergencies

Response priorities are defined according to a priority dispatch protocol approved by the Fire Chief, consistent with ADHS guidelines and PFDRDC's protocols. Currently, all dispatches of Ambulances are Code 3 Calls or Code 2 Calls. The City may adopt additional priorities and associated Response Times as circumstances require.

REPORTING

In every instance concerning the specified Response Time criteria, the Contractor shall submit a written report, at least monthly, in a format approved by the City, to the EMS Deputy Chief, documenting the cause of each late response and efforts to eliminate recurrence.

The Contractor shall furnish a written explanation for each Code 3 response that exceeds eight (8) minutes fifty-nine (59) seconds and each Code 2 response that exceeds fourteen (14) minutes fifty-nine (59) seconds to the EMS Deputy Chief.

RESPONSE TIME MEASUREMENT

The Response Time measurement methodology employed will influence the operational requirements of the EMS System and the Contract.

For all dispatches for Services, the measurement of the Response Time will begin when a 911 call is dispatched to the responding unit(s) and entered into CAD by the PFDPRC Dispatch Center.

Arrival on scene means the moment an Ambulance crew member notifies the PFDRDC via radio or a mobile computer terminal (MCT) that the Ambulance is fully stopped at the location where it is required to be stopped while Ambulance personnel exit to attend to 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.

For all dispatches for Services, the arrival of the Ambulance (staffed as required) shall be signaled by a Contractor's transmission to the PFDRDC. Such communication 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 by a Contractor's Ambulance is a measurement of Response Time.

In instances when an Ambulance crew fails to timely report arrival on scene, the time of the next communication by the Ambulance crew with PFDRDC will be used as the on-scene time. However, a Contractor may appeal such instances when it can document the actual arrival time through other means, such as Fire Department personnel or PFDRDC CAD system Automated Vehicle Locator (AVL) position reporting. Although the appeal can be made by the Contractor, there is no obligation for the Fire Department to accept these appeals.

Code 3 Responses. The Contractor must arrive on the scene where emergency care is required within eight (8) minutes fifty-nine (59) seconds for ninety-five percent (95%) of all Code 3 cumulative calls received by Contractor for transportation requests within the City's city limits for each calendar month. The Parties agree arrival at nine (9) minutes zero (00) seconds is deemed late.

Code 2 Responses. Contractor must arrive at the scene where emergency care is required within fourteen (14) minutes and fifty-nine (59) seconds for ninety-five percent (95%) of all Code 2 cumulative calls received by Contractor for transportation requests within the City's city limits for each calendar month. The Parties agree arrival at fifteen (15) minutes zero (00) seconds is deemed late.

Switch in Response Type After Dispatch. If Contractor was originally requested to provide a Code 3 response but was later requested to provide a Code 2 response on a particular call, Contractor must arrive on the scene where emergency care is required within fourteen (14) minutes fifty-nine (59) seconds from the time that Contractor was originally dispatched to provide a Code 3 response. If Contractor was originally requested to provide a Code 2 response but was later requested to provide a Code 3 response on a particular call, Contractor must arrive on the scene where emergency care is required within the shorter of the following:

- Eight (8) minutes fifty-nine (59) seconds from the time that Contractor was requested to go to a Code 3 response: or
- Fourteen (14) minutes fifty-nine (59) seconds from the time that Contractor was originally dispatched to provide a Code 2 response.
- 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.

- In the presumed rare instance when the Contractor is unable to provide an ambulance in a timely manner, requiring a mutual aid response, the Response Time will be calculated from the time of initial contact with Contractor's Dispatch Center to the on-scene arrival of the mutual aid ambulance. For compliance evaluation, this time will be used.
  - For example: Contractor's Dispatch Center has a call for service that they are unable to fill. Contractor's Dispatch makes a mutual aid request from another CON holder for the city of Glendale. The time used for Response Time compliance will be the time from the initial contact to the Contractor's Dispatch Center until the time the mutual aid ambo arrives on scene and transmits this via MCT or radio.

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 or Areas. Responses to requests for service outside of the Primary Service Area or Areas will not be counted in the total number of responses used to determine compliance with the Contract.

Each incident requiring response will be counted as a single response regardless of the number of Ambulances that respond.

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, or periods of unusually high demand for emergency Services. Unusually high demand for emergency Services will be determined by the Fire Department. Equipment failures, 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. Proposer shall describe the process that will be utilized for compliance with reserve service capacity.

APPEAL PROCESS FOR 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 EMS Deputy Chief. Contractor may request that the City exclude a response or group of responses from Response Time calculations and liquidated damages. Any such request must be made in writing and be received by the EMS Deputy Chief within five (5) business days after the end of each month. The EMS Deputy Chief will review the request and issue a written determination. Should Contractor dispute the determination, Contractor may appeal in writing to the Fire Chief for a definitive written ruling within five (5) business days. The Fire Chief's ruling will be final and binding.

Each Proposer will describe its system to ensure a complete audit trail for all Response Times. The EMS Deputy Chief shall have prompt access to all relevant data in order to ensure compliance and to calculate penalties. Access to and security of data will be considered in assessing Proposals.

REPORTING REQUIREMENTS

Contractor will provide, by the seventh day of each calendar month, reports detailing its performance during the preceding month as it relates to every performance requirement stipulated herein.

LIQUIDATED DAMAGES FOR FAILURE TO MEET REQUIREMENTS

Proposers should understand that the liquidated damages amounts are not to be considered a penalty, but shall be deemed, taken, and treated as reasonable liquidated damages. It is also understood that and agreed that the City's remedies in the event of the Contractor's default, minor or major breach of any noncompliance, are not limited to the Contract's liquidated damages provisions. All liquidated damages will be billed first to the Contractor, and if not paid within thirty (30) days from the date of invoice, then may be subject to be withdrawn from the performance surety bond.

The City will notify Contractor in writing of any liquidated damages being assessed not less than thirty (30) days after they first become known to the City. Upon notification of any liquidated damage assessments, Contractor will have fifteen (15) days to dispute any assessment. Any dispute must be submitted in writing. The EMS Deputy Chief, or designee, will meet with Contractor to review the assessment and Contractor's response to determine the validity or invalidity of the assessment. Should the City and Contractor fail to reach an agreement on the validity or invalidity of the assessment, the matter will be referred to the Fire Chief, or designee, who will review the circumstances of the assessment with the Contractor and City personnel. The determination of the Fire Chief will be final.

Failure to Meet 95% Response Time Requirement in EMS Service Area: The following liquidated damages will be assessed when the Cumulative Response Time compliance for Code 3 calls and Code 2 calls combined fall below 95% for any given month in the EMS Service Area.

Table 2

Compliance Percentage	Liquidated Damages
94.9%-90.0%	$5,000
89.9%-88.0%	$7,000
87.9%-87.0%	$9,000
86.9%-86.0%	$11,000
85.9%-85.0%	$13,000
84.9% and below	$15,000 plus $3,000 per percentage point

	thereafter

Notwithstanding liquidated damages in Table 2, each Code 3 Cumulative Response Time in excess of nineteen (19) minutes fifty-nine (59) seconds will be assessed additional liquidated damages of $1,000 per occurrence. Notwithstanding liquidated damages in Table 2, each Code 2 Cumulative Response Time in excess of twenty-nine (29) minutes fifty-nine (59) seconds will be assessed additional liquidated damages of $1,000 per occurrence.

Failure to meet requirement for having a unit able to respond to an incident, either with Dedicated Ambulances or Mutual Aid units, will result in liquidated damages of $2,000 per occurrence.

EMERGENCY AND DISASTER ASSISTANCE

Contractor must set forth its plans for responding to major emergency and disaster situations within Glendale's city limits and its city limits where Designated Ambulances may be involved. In addition, Contractor must set forth its plans for declared disaster situations and required assistance. All such plans must be in accordance with, and comply with applicable laws, regulations, rules, policies, and protocols.

DISPATCH CENTER / COMMUNICATION CENTER RESPONSE

Required equipment will include mobile computer terminals (MCTs) and radios (mobile and portable) at the Proposer's sole expense and include expenses to be paid to the City of Phoenix or the City as a pass thru expense reimbursement. This reimbursement will be paid monthly, quarterly, or annually at the discretion of the City of Glendale.

- The City currently uses a dual band VHF (154-155 MHz)/800 MHz radio system. Contractor must provide base, mobile, and portable radios that enable voice interoperability by allowing Contractor's dispatch center, ambulances, and supervisors to communicate directly with Fire units and PFRDC on appropriate radio channels and according to procedures established by the Fire Department. Field unit radios (mobile and portable) and MCTs are to be acquired by the Contractor. Failure to comply will result in liquidated damages of $1,000 per occurrence where the responding ambulance does not have communication capabilities.

Each Proposer shall detail its abilities to meet these requirements prior to commencement of Services.

A Proposer's failure to establish to the City's satisfaction that the Proposer will be able to reimburse, install, maintain, and operate the ability to interface with the PFDRDC shall be found to be non-responsive.

RADIO SYSTEMS

The Proposer is advised that during the term of any awarded contract, the Dispatch Center may change the radio system and Contractor will be required to change to such a radio system at no cost to the City.

EMERGENCY RESPONSE

Required equipment will include traffic signal pre-emption devices compatible with the system currently in use by the City at the Proposer's sole expense and include expenses to repair or replace damaged equipment on the Contractor's units.

Each Proposer shall detail its abilities to meet these requirements prior to commencement of Services.

A Proposer's failure to establish to the City's satisfaction that the Proposer will be able to install, maintain, and operate the traffic signal pre-emption system shall be found to be non-responsive.

CONTRACTOR PROVIDED EQUIPMENT, MATERIALS AND SUPPLIES

The City will not provide equipment, materials, or supplies for the use by Contractor other than equipment identified in the DISPATCH CENTER/COMMUNICATION CENTER RESPONSE, RADIO SYSTEMS, and EMERGENCY RESPONSE section of this RFP. Each Proposer must specify in its Proposal what equipment, materials and supplies it will provide for performing the Services. At a minimum, equipment, materials, and supplies set forth in ***Appendices A and B*** must be provided by the name and type, etc. where specifications are set forth in such Appendices. Failure to meet this section requirement will result in liquidated damages of $1,000 per occurrence. Each Proposer must provide a detailed plan for the management of its equipment, materials, and supplies.

Additionally, the City reserves the right to require Contractor, at Contractor's expense, to carry additional equipment other than those listed in ***Appendices A and B*** during the term of this contract if reasonably necessary and will give Contractor ninety (90) days' notice of intent to require such additional equipment.

CONTRACTOR PROVIDED AMBULANCES

Each Contractor must provide Dedicated Ambulances for ALS Service in the City of Glendale to meet required Response Times and as stand-by EMS and transportation for Special Events. The Contractor will ensure a minimum of six (6) full-time (24-hour) Dedicated Ambulances and six (6) part- or peak-time Dedicated Ambulances every day. Each Dedicated Ambulance must meet or exceed ADHS requirements for Ambulances providing ALS Services. Additionally, each Dedicated Ambulance must always meet the criteria listed in ***Appendices A and B,*** attached hereto.

Each Dedicated Ambulance will have a dedicated cell phone pre-programmed with all phone numbers needed for medical communications. Programming shall be updated occasionally to reflect the needs of the City and Contractor, at Contractor's expense.

Ambulances must meet all applicable Federal, State and local requirements and it shall be the responsibility of the Contractor to assure appropriate certifications from ambulance manufacturers and to assure that all Ambulances are operated within Federal (U.S. Department of Transportation), State (Arizona Department of Health Services and other State of Arizona agencies imposing requirements) and local guidelines (City, Fire Department and all other applicable local guidelines and requirements). Guidelines include all applicable limitations on gross vehicle weight.

Substitute Ambulances in the place of Dedicated Ambulances shall be similarly equipped as the Dedicated Ambulances. Use of Substitute Ambulances for periods greater than twelve (12) hours shall require notification by Contractor to the Glendale Fire Department EMS Deputy Chief via phone call and email.

Contractor shall monitor and be responsible for, through their established maintenance program, the condition, safety and reliability of all Dedicated, Substitute, and Special Events Ambulances. Contractor shall be responsible for maintaining current maintenance records and such records shall be available to the City upon request. Dedicated Ambulances that accumulate one hundred seventy-five thousand (175,000) miles or reach sixty (60) months in total service time shall be replaced by new ambulances at Contractor's expense. Contractor has sixty (60) days from the date of either mileage or age occurrence to replace the identified ambulance with a new ambulance.

ADDITIONAL AMBULANCES

In addition to minimum obligations for required Dedicated Ambulances and Contractor's right to designate additional units from time to time to meet its obligations, the City or the Contractor may increase the required number of twenty-four (24) hour ALS equipped ambulances by one (1) to address any of the following circumstances:

- Increased ambulance call volume by ten (10) percent over the call volume experienced during the first year of the Agreement; or
- Population increases within the City limits of twenty (20) percent or more over the population in effect during the preceding calendar year of the Agreement; or
- Increased traffic congestion within the City limits resulting in on-scene wait time increases experienced by the Fire Department of ten (10) percent or more over the preceding calendar year of the Agreement; or
- Increased 95th percentile ambulance response times of ten (10) percent or more of the 95th percentile response times from the preceding calendar year of the Agreement.

CONTRACTOR BILLING AND COLLECTION FOR FIRE DEPARTMENT EMT-P SERVICES

Contractor will charge fees for its Services and the Services of Firefighter EMT-Ps as appropriate and permitted. All billing and collection Services will also be the responsibility of Contractor. Fees may only be charged as established by the

Arizona Department of Health Services and in accordance with arrangements applicable to each Payer (including federal, state and local government Payers). Without considering any amounts collected, Contractor shall be entirely responsible for paying the Fire Department for the Services of Fire Department's employees providing Services in accordance with the provisions set forth in the Arizona Ground Ambulance Service Rate Schedule.

SCHEDULING AND STAFFING

The Contractor will provide continuity of personnel by scheduling the required Ambulance staff. The Contractor will schedule and staff Ambulance staff for Dedicated Ambulances, Special Events Ambulances, and any additional staff utilized for Special Events.

All Ambulance crew personnel assigned to or available to drive Contractor's Ambulances must complete a comprehensive emergency driver-training program and possess a valid Arizona driver's license in accordance with the Arizona Department of Transportation, Motor Vehicle Division requirements, and all certification/licensing required by the Arizona Department of Health Services and the City; and Contractor shall prohibit required Contractor's staff from working more than sixty (60) consecutive hours without a ten (10) hour off duty rest interval.

REPORTING

Contractor agrees to provide the City on a quarterly (every three months) basis information and analysis necessary for the City to evaluate the performance of Contractor's Ambulance personnel (including direct supervision, medical direction, and support personnel) in order for the City to assess compliance with the Contract. The Contract will set forth Contractor obligations to notify the City of the terminated employment of its Dedicated Ambulance personnel (both voluntary and involuntary); and the immediate notification of the employment of new personnel (to include direct supervisory and support personnel).

CONTRACTOR'S AMBULANCE CREWS

The Contractor shall staff the dedicated ambulances and Special Events Ambulances with one (1) EMT-B Qualified Driver and one (1) EMT-P.

CONTRACTOR TRAINING OF AMBULANCE PERSONNEL

Contractor shall be responsible for the permits, licenses and certifications of its Ambulance personnel required by all agencies having authority in such matters. Each Proposer shall describe in detail its training plan for assuring the training of its EMT-B, other personnel and its drivers of Ambulances as required by all agencies having authority in such matters, including the City, and assure continued compliance with all permits, licenses, and certification requirements.

SCENE CONTROL

The Glendale Fire Department has the responsibility for overall scene safety and management of all responders and patients. Where City emergency personnel are

present, City is the control authority at the scene. Contactor is included in the standard operating procedures within the command system. Contractor will be liable for any actions taken by Contractor's employees that are outside City's EMS System and contrary to any instructions given by the Fire Department incident commander on scene.

INCIDENT COMMAND STRUCTURE

Contractor will require its employees, including EMTs, paramedics, supervisors, dispatchers, 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.

RETURN TO STATION

Any Fire personnel used in the transport of a patient to a hospital in the Contractor's ambulance as a part of providing ALS services, will be promptly returned by Contractor personnel to the appropriate fire station. The transport will be accomplished either by the transporting ambulance or one of the Contractor's field supervisors. If a timely return is impossible using the Contractor's resources and the Fire Department is unable to pick up its personnel, and with prior approval of the Fire Department, a taxicab, or similar ride service, will be immediately dispatched to pick up the personnel and will be paid for by the Contractor. Contractor will be permitted to use the ambulance returning Fire personnel to the station to respond to another 911 call in the City in the event that the ambulance returning the Fire personnel is the closest available ambulance to respond to the 911 call.

STATIONS

Contractors will provide Stations for all Dedicated Ambulances as described in the CONTRACTOR PROVIDED AMBULANCES section of this RFP. Such Stations shall be staffed and in locations that will permit Contractor to comply with Response Time Requirements as set forth in this RFP. All Stations shall be subject to inspection by the City. Each Proposer shall submit to the City the proposed locations for the required stations. Contractor's Stations must accommodate Ambulances indoors or under cover and, at such Stations or in immediate proximity thereto, provide accommodations for crew and other necessary Ambulance personnel as required and as necessary to provide the Services. The Contract will contain a provision requiring Contractor to obtain advance written approval of changes with regard to the location of its Stations within the service area or areas throughout the term(s) of the Contract from the Fire Chief. The Fire Chief will only approve changes if the Contractor establishes that the changes will not impair the Contractor's ability to meet Response Time requirements as set forth in this RFP and resulting Contract.

Each Proposer must submit detailed information concerning any station (and related sites) from which Proposer offers services. Such information about stations (and related sites) shall include: (a) description of the living quarters; (b) description of kitchen and bathroom facilities; (c) ambulance storage areas; and (d) the ability to install PFDRDC system, at the Proposer's sole expense.

MOVE-UP POLICY

Contractor agrees to comply with all applicable provisions of the EMS System, the Glendale Fire Department and PFDRDC regarding move-up policies. Contractor's plan for compliance with such policies will be submitted with its Proposal. Changes to Contractor's approved plan during the term of the Contract will require written approval in advance from the Fire Chief.

SOLICITATION OF INFORMATION/PATIENTS

Contractor will never attempt to solicit such information or to collect Services or fees from a patient, patient's representatives, or any other Payor until the patient has been accepted at a receiving medical facility or upon refusal of emergency transportation for disposable items used during treatment. Nothing herein shall be construed to prohibit Contractor from soliciting authorization for transport, but only as long as the solicitation of such authorization does not compromise or detrimentally affect patient care.

SURVEY OF PATIENTS

The Contractor and the City may survey patients transported pursuant to the Contract. All such survey information shall be shared by the parties, to the extent allowed by law.

COMPLAINTS

Contractor will notify the City of all written or electronically received complaints concerning ambulance services with the City or involving a City Dedicated Ambulance. Issues will be reported to the EMS Deputy Chief, or their designee, no later than the close of the business day following receipt of the complaint. Contractor will provide the City any investigational findings and a disposition of all complaints described in this paragraph within twenty (20) days of the of the receipt of the complaint.

Complaints of a financial or billing nature do not need to be reported to the City.

ALTERNATIVE TRANSPORTATION

As Arizona Statute and ADHS regulations are revised to encompass the implementation of alternative transportation option and destinations for service originated within public safety dispatch, Contractor will work cooperatively with the City to provide equipment, personnel, joint guidelines, and performance criteria in order to provide such alternative transportation. This process may include, but is not limited to stretcher vans, BLS assessment and transportation units, community

paramedicine, treat and refer, nurse navigator, triage nurse, or other vehicles or personnel as necessary to meet future needs.

ELECTRONIC PATIENT CARE REPORTING

The contractor agrees to incur all costs associated with the Electronic Patient Care Reporting (EPCR) system for use by their personnel. Contractor agrees to use the same EPCR system as Glendale Fire Department, and ensure that communication between systems, heart monitors, and other EMS equipment is seamless and reliable.

SUPPLIES, MATERIALS AND PHARMACEUTICALS TO BE PROVIDED AND REIMBURSED TO THE CITY

Contractor will be responsible for providing supplies, materials, and pharmaceuticals to the Fire Department in replacement of supplies, materials and pharmaceuticals utilized by the Fire Department in providing Services to patients (including supplies, materials, and pharmaceuticals utilized by the City's EMT-P personnel involved in transport). A list of supplies and materials are identified in Appendix B of this RFP

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Within one (1) year from Contract signature, the Contractor will provide controlled medical supply dispensers in each Glendale Fire Department station. Initial purchase and placement will be at the cost of the Contractor; the City will assume ongoing maintenance costs following initial placement.

CERTIFICATE OF NECESSITY (CON)

At some point during the Contract period, the City may apply for a Certificate of Necessity (CON) to provide ground ambulance transport services in the Primary Service Area that aligns with the City's jurisdictional boundaries. If applied for and granted, the City would 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, the Contractor (and its subsidiaries, affiliates, employees, agents, contractors, subcontractors, and legal counsel) would 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.

SUCCESSORS AND ASSIGNS

Contractor shall not Transfer or Assign:

Any Contract 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. The sale, assignment, or transfer of the Contract to an Affiliate or Parent of Contractor does require prior approval of City if: (i) the sale, assignment, or transfer of the

existing or newly created interest in the Contract results, directly or indirectly, in a transfer of Control of the Contract.

i. Such consent shall not be required for a transfer in trust, mortgage, or other hypothecation in whole or in part to secure an indebtedness.

ii. The proposed assignee must show the transfer will not cause any increased risks of nonperformance of the Contract or any loss to the City of its bargained for consideration in the RFP and resultant Contract. The assignee's showings must detail 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 this RFP and resulting Contract.

iii. A new entity, if allowed, must assume in writing all of a Contractor's obligations and liabilities under this RFP and resulting Contract (including assuming and being responsible for the performance, defaults, noncompliance with applicable law, obligations and liabilities under this RFP and resulting Contract) and shall agree in writing to comply with all provisions of this RFP, resulting Contact and become a signatory to the Contract.

In no event shall a transfer of ownership be approved without the successor-in-interest becoming a signatory to and Contract.

APPENDIX A

Ambulances to be put in service in the City of Glendale by the contractor shall be Type III, Class I and shall be furnished with a 2-door cutaway chassis. Manufacturer shall be Dodge or equal, model shall be Dodge 4500 or equal and compliant with current Federal Specification KKK-A-1822 at a minimum. Units are also required to have a minimum GVRW of 16,500, be equipped with secondary (auxiliary) air conditioner condensers and must have a 150" body module.

APPENDIX B:
AMBULANCE EQUIPMENT LIST

The items below are representative of equipment the Contractor may be required to supply on Dedicated Ambulances.

For General carry items inside the ambulance the company is to adhere to the current Arizona Department of Health Services required items to carry	
1	Motorized gurneys in all Glendale dedicated ambulances, including power loaders for each unit
2	Physio Control Lucas 3 device or equivalent hands-free CPR device
3	Stair chair
4	Soft breakdown or scoop stretcher
5	Resupply or refill portable O2 cylinders "D" size and "M9" size
6	Precision Xtra glucose monitors with test strips
	Airway
1	Ambu- bag- Smart Bag- 01BM3201-MO-Cs- adult and Pediatric
2	I-gel Resus pack- Adult sizes 3, 4 and 5.
3	Adult and pediatric stylets
4	Adult and pediatric Endolocks
5	Cricothyrotomy kits with tools, 5.5 and 6.5
6	Pediatric cuffed ET tubes with stylets combo 2.5-5.0
7	Adult ET tube with stylets combo 5.5-9.5
8	McGrath video laryngoscopes and accessories
9	6.0 and 7.0 Endotrol nasal intubation tubes
10	BAAM for Endotrol tubes
11	OPA's, sizes 5.5-12
12	NPA's, sizes 22fr-36fr
13	Combo in-line/handheld SVN setup
14	Pediatric oxygen masks
15	Pediatric nasal cannulas
16	Adult non-rebreather masks
17	Adult nasal cannulas
18	CPAP Masks- Flow Safe II
19	Green line disposable Laryngoscope blades Miller 0-4
20	Green line disposable Laryngoscope blades Macintosh 2-4
21	Flex Guide ET tube introducer (Bougie) adult and Pediatric
22	SSCOR Quickdraw replacement canister with hose attached
23	Suction Catheters 6,8,10,12,14,16,18fr.
24	Oxygen supply tubing
25	Magill forceps- adult and pediatric

26	Oxygen wrench					
	Intravenous Supplies					
1	0.9% normal Saline - 1000cc, 250cc, 100cc, 50cc bags					
2	Lactated Ringers, 1000cc bags					
3	15g Blue Jamshedi I.O. needle (manual)					
4	3.25" Angiocath chest needle-12G					
5	Insyte auto guard IV 14-24g IV Needles					
6	Select 3 IV administration tubing					
7	Blood pump 10gtts tubing					
8	IV start kits to include:					
	1	Rubber TQ				
	2	Op site				
	3	Band-Aid				
	4	Alcohol prep				
	5	Small roll of 3M tape				
	6	1"x1" gauze pads				
	7	Iodine swab				
9	Sharp Shuttle-Pocket Shuttle Med Tech Resource MTR-64250					
10	6.9 QT. Sharps Collector					
11	EZ IO drill with:	Yellow 45mm 15G	Blue 15G	Pink 25mm 15G	Needles 15mm	
12	Peds arm board					
13	3ml and 10ml saline bullet and pre-filled syringe					
14	Nail polish remover					
15	EZ IO stabilizer					
16	IV pressure infusers					
	Bandaging/Tape/Splinting					
1	Med Tape - 1",2",3" cloth					
2	1" 3M Transpore tape					
3	10"x30" trauma dressing					
4	5"x9" trauma dressing					
5	Sterile 4x4 pads					
6	Non-sterile 4x4 pads					
7	Triangular bandages					
8	3" Kling					
9	Band aids					
10	Sterile Burn Sheets					
11	Water Jel burn dressing- Face, and body					

12	3"x5" elastic bandages
13	Small, Medium, and Large cardboard splints
14	Orange Flex All splint
15	Emergency Highway Blanket
16	Adult and Pediatric Ambu perfit and mini perfit Cervical Collars
17	Ambu Head Wedge
18	Coban
19	Disposable C-Spine straps
20	Hyfin Vent Ind. Chest Seal
21	SOF Tactical Tourniquet
22	Blood Clotting Bandages
23	Trauma "H" bandages
24	Combat gauze
25	50ml sterile irrigation bottles
	Monitoring Supplies
1	All Ambulances dedicated to the City of Glendale will carry the same cardiac monitor as Glendale Fire units
2	ECG 100mm paper Medical Recording Chart paper 4" 3/16 x 73'
3	Ambu - Blue Sensor R (Adult) and SP (Peds) ECG Electrodes / 10Pk
4	Physio-Control Quik-combo pads
5	Physio-Control Pediatric Quik-combo RTS
6	Nasal CO2 detector Adult and Pediatric
7	Adult/Peds intubated CO2 detector
8	Infant oxisensor Pulse Oximeter probe
9	Masimo single use SpO2 adult and peds
10	Disposable prep razors
11	Disposable BP cuffs for LP15 Adult/Peds/inf.
	Syringes/Needles
1	60cc syringe with Luer lock
2	20cc syringe with luer lock
3	10cc-12cc syringe with luer lock
4	5cc syringe with luer lock
5	3cc syringe with luer lock
6	1cc syringe with luer lock
7	22g x1 surgard needle (black)
8	20g x1.5" surgard needle
9	23g x1 needle (blue)
10	19x 1.5 needle (Gold)
11	21g x 1.5 needle (Green)

12	1cc syringe with needle (TB)
	Miscellaneous
1	Disposable Penlights
2	Ammonia Inhalants
3	Alcohol preps
4	Vionex hand wipes
5	Cold packs
6	Hot packs
7	Trauma Sheers
8	Full OB kit (Disposable)
9	Glutose 15
10	Water soluble lubricant
11	Scalpel #11
12	Soft restraints
	Personal Protective Equipment
1	Trauma Sleeves
2	Biohazard Bags: small, Med, Lg.
3	Nitrile free form EC gloves: sm, med, lg, xl, xxl.
4	N95 Respirator masks: sm, med, lg Moldex 1500 series, 1511 (S), 1512(M), 1513(L)
5	Clear eyeglasses

EXHIBIT B

EMERGENCY MEDICAL [TRANSPORTATION] SERVICES

COMPENSATION

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed $420,000. The figure represents a capped amount of funds allocated by the City, to cover potential payment to Maricopa Ambulance for ambulance standbys at special events required and/or requested by the City over the life of the contract. All services and supplies are billed to the City at fair market value.

TRANSPORT FEE TO PATIENTS

Patient and/or their insurance will be billed for ambulance services at the then current ADHS applicable rate at the time of service. As of April 7, 2023, those rates are:

ALS - $1,157.18

BLS - $1,030.79

Mileage - $23.99

Standby/Waiting - $257.69

DETAILED PROJECT COMPENSATION

Contractor will bill City of Glendale for standby ambulances and supplemental crew members at special events required by the Glendale Fire Department.

COVER LETTER & EXECUTIVE SUMMARY

April 26, 2023

Anne Shadle, Procurement Officer
Purchasing-Procurement Division
City of Glendale
City Hall – 3rd Floor
5850 W. Glendale Ave., Suite 317
Glendale, AZ 85301

Re: RFP 23-36 / 42300078 – Emergency Medical Services

Dear Ms. Shadle:

Maricopa Ambulance is proud to submit the following proposal in response to the City of Glendale's RFP for Emergency Medical Services. Maricopa Ambulance has worked alongside the Glendale Fire Department as the City's trusted 9-1-1 ambulance provider since March 2019 and values our role as a trusted service partner.

In the time we have served the citizens of Glendale, we have forged exceptional relationships with our fellow first responders and have met all requirements under the contract. We value the opportunity to continue to serve the City and to continue to deliver innovation, collaboration and the best possible care to the citizens of Glendale.

Maricopa Ambulance is a leading provider of 9-1-1 emergency ambulance services, as well as the extensive provision of interfacility services throughout the Valley, with key 9-1-1 municipal partnerships in Scottsdale, Chandler and Goodyear, in addition to Glendale. Our hospital and healthcare system clients include Dignity Health, HonorHealth, Abrazo Health, and Valleywise Health. Evidenced by our contract and customer list, the Maricopa Ambulance team is invested in ensuring service excellece. Our reputation as a patient-centric provider is known, and we put a tremendous value on our ability to collaborate with our fire service partners.

The Maricopa Ambulance leadership team has decades of experience in emergency ambulance and fire services in Arizona. And our national leadership teams throughout the Priority family of companies have experience managing and operating many of the largest emergency ambulance services in the nation.

Our proposal includes state-of-the-art equipment and technology, the highest safety standards for our personnel, vehicles and equipment, and years of experience serving the City of Glendale. Maricopa Ambulance is a trusted partner with an outstanding reputation and commitment to the community. As we describe in this proposal, we our mission is to deliver care in a safe, accountable, friendly and efficient manner.

Maricopa is proposing two model options. Any option that results in a subsequent Agreement for Emergency Medical Transportation will be subject to Maricopa Ambulance submitting and receiving approval of the contract from the Arizone Department of Health Services.:

Option A: Meets or exceeds most specifications of the RFP, including the 95% response time threshold, with compliance determined by a combined Code 3 and Code 2 standard. Option A increases the number of peak ambulances to 12, with the attendant increase in costs. The increase in the number of ambuances to meet the 95% response time performance shall be subject to AZDHS approval and a General Rate Increase in excess of the automatic rate increases proscribed in ARS 36-2234 E sufficient to cover the increased cost of captial and resources sufficient to maintain the required level of preparedness.

Option B: Meets all requirements under the current City of Glendale emergency medical services contract, including current response time requirements. Option B maintains the current AZDHS approved rates and charges. Option B includes the initial purchase and placement of specifically configured medical supply vending machines, in order to more accurately track replacement medical suppies, in all Glendale Fire stations at no cost to the City within one year of the contract being approved by AZDHS.

We appreciate the opportunity to present our proposal and qualifications and look forward to the selection process and any questions you may have. This proposal is a firm offer for a 120-day period.

Respectfully,

Alan Smith, West Region President
Maricopa Ambulance, LLC

EXECUTIVE SUMMARY

In the following pages, Maricopa Ambulance has provided detailed responses to every topic identified in the RFP and has provided evidence of qualifications, licensures, insurance and access to performance bonds required. We include this brief executive summary as a high-level review of our credentials, methodology and key points within the proposal.

MARICOPA AMBULANCE PROPOSAL AT-A-GLANCE

Maricopa Ambulance proposes two model options, both of which will include improved deployment plans and station locations, subject to the availability of commecial real estate that meets city code requirements:

Option A: Maricopa Ambulance will provide 15 ambulances dedicated to the system, or **125% of peak deployment**. Peak ambulance deployment of 12 ambulances would include six 24-hour ambulaces and six peak hour ambulances, with three spare ambulances in service in our Interfacility fleet for peak utilization

- Maricopa Ambulance cannot agree to the provision in the Additional Ambulances section of the RFP, which allows the City to require additional 24-hour ambulances unilaterally. As a CON provider, AZDHS has indicated to us that determining the number of ambulances in a political subdivision 911 contract is the responsibility of the CON holder. We do not believe that this responsibility can be delegated via contract to a political subdivision, such as the City of Glendale. As pointed out in the "PERFORMANCE VS. LEVEL OF EFFORT" section of the RFP, this is a performance contract. Thus, it is the responsibility of the CON holder to provide the appropriate number of resources to meet the contractual commitment.

- All ambulances under Option A will include Dodge 1500s, or equal, with solar panels and the latest safety features, including ATLAS driver monitoring, SDS Lane Departure/Collision Avoidance, Opticom technology. All vehicles will be replaced before 175,000 miles or 60 months.

Option B: Meets all requirements under the current City of Glendale emergency medical services contract, including current response time requirements. Option B maintains current AZDHS reimbursement rates and includes the initial purchase and placement of specifically configured medical supply vending machines in all Glendale Fire stations at no cost to the City within one year of the contract being signed. Maricopa Ambulance will provide 13 ambulances dedicated to the system, or **125% of peak deployment**. Peak ambulance deployment of 10 ambulances would include four 24-hour ambulaces and six peak hour ambulances, with three ambulances in in service in our Interfacility fleet for peak utilization.

- Ambulances under Option B will match the ambulance standards established in the current contract and will not be subject to mandatory replacement before 175,000 miles or 60 months.

Proposal Items that apply to both Option A & Option B:

- Ambulances will be staffed with one paramedic and one EMT. Additionally, paramedic supervisors will provide around the clock ALS support to the system to assist on-scene and for resupply.

- Maricopa Ambulance are **experts at System Status Management** and have developed a comprehensive initial deployment plan to **ensure response compliance with Optional A or Option B models**. As a performance-based contract, Maricopa will continually review and hone resource allocation and vehicle deployment to match demand.

- Ambulances will house **Glendale Fire Department compliant equipment**, including the LifePak 15 cardiac monitor, LUCAS 3 chest compression devices, power cots and stair chairs, as well as **PRFDCDC compliant MDTs and radios.** Maricopa Ambulance is already operating 9-1-1 systems dispatched through PRFDCDC, so the integration for Glendale will be seamless.

- Maricopa Ambulance will **provide supplies to the Glendale Fire Department free of charge** in a one-for-one, on-scene exchange and through medical supply vending machines at all Glendale Fire stations in order to more accurately track replacement medical suppies in order to more accurately track replacement medical suppies

- As our current experience has proven, Maricopa Ambulance is well-financed and will **invest the capital required to meet the terms of the RFP Option selected.** Maricopa Ambulance is prepared to invest in capital, infrastructure and startup costs in Glendale and has secured a letter certifying a $1 million performance bond. A Surety Fund for $50,000 will be created. Maricopa Ambulance is willing to review and negotiate the terms of use for any Surety that is required, should Maricopa's offer be selected as the winning bid.

PRICING WORKBOOK

1. COSTS FOR SERVICES

Contractor shall provide detailed costs for providing emergency medical transportation services for special events as stated in the Scope of Work and Specifications.

Excerpt from Scope of Work:

> *The Contractor will also provide ambulances for medical stand-by and transportation at Special Events and provide BLS and ALS staffing in conjunction with a stand-by ambulance and fire department staffing for Special Events if requested by Glendale Fire Department*
>
> *Contractor may not furnish standby coverage for Special Events … with Dedicated Ambulances.*

Maricopa Ambulance will provide medical stand-by and transportation at Special Events and provide BLS and ALS staffing at the request of the Glendale Fire Department. The ambulances, personnel and equipment used to provide these services will be in addition to that dedicated to 911 ambulance services, so there is no degradation of service to the community during a Special Event.

Maricopa Ambulance will bill patients (or their insurance) for any medical transport services at the published and regulated rates approved by ADHS. There is no expectation of transport fees charged to the City of Glendale.

Supplemental BLS, ALS or on-scene coordination requested by the Glendale Fire Department will be reimbursed by either the Glendale Fire Department or the promoter of the Special Event. These rates are not regulated by ADHS, but Maricopa Ambulance proposes a rate structure based on the underlying economics contained in the State rate development that is competitive with the rates in the market.

Maricopa Ambulance Special Event Rates Glendale 2023		**Maricopa Rates**
Transport (charged to patient)	ALS Transport	$952.81
	BLS Transport	$848.73
	Mileage	$19.75
	Separate charge for Supplies	Yes
Optional Special Event Support (when Glendale is the paying entity)	Ambulance Standby / hour*	$200.00

Because Special Events sometimes require specialized equipment (e.g., golf carts, first aid tents, multiple radios). Maricopa Ambulance is interested in further understanding the support needs of the Fire Department's Special Event program and can tailor a supplemental proposal for infrastructure based on the needs of the system. Maricopa Ambulance is also the Special Event medical transportation partner to neighboring Scottsdale Fire Department, and we propose a collaborative discussion about shared use of certain special event infrastructure.

PAYMENT **The Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee.**

Maricopa Ambulance agrees to provide monthly statements of itemlzed services to be reviewed and approved by the Contract Administrator or designee.

TAX AMOUNT **Do not include a use tax or federal tax in your proposal.**

OFFEROR NAME: Maricopa Ambulance, LLC

PRICING CLARIFICATION	Rates
Ambulance and two -crew member Standby / hour - to include one (1) ALS crew member and one (1) BLS crew member	$200.00
Supplemental ALS Crew member / hour	$75.00
Supplemental BLS Crew member / hour	$60.00

Employee Orientation and Training

Maricopa Ambulance's 40-hour classroom orientation includes all information needed for an EMT and Paramedic to be successful within the Glendale system. Maricopa Ambulance will place significant attention on ensuring a thorough understanding of the clinical protocols as set and approved by the system Medical Director.

Classroom	40 Hours

- Customer Service Training
- Company overview and history
- Organizational structure
- Five Fundamentals of MARICOPA AMBULANCE safety
- HIPAA, Bloodborne, Airborne, Hazardous Communications
- Benefits and Personal Time Off (PTO)
- Billing procedures
- Safety, stretcher use, lifting techniques
- Equipment familiarity: cardiac monitor, Easy IO
- Tablet PCR and CQI process
- CEVO training and driving course

Field Training and Competency Checks

After being introduced to the preceptor/field training officer, Maricopa Ambulance recruits will complete online protocol familiarization training, shadowing and competency checks. The field training piece is only concluded when all skills have been checked for competency and patient care and driving techniques have been observed and scored. Once this is completed, the employee will enter a probationary period.

Clinical
Introduction to Mentor and Field Training Officer ▪ Driving Checklist ▪ Driving Critiques (5 emergency runs) ▪ Professional Conduct and Behavior Competency check including: ▪ Shift Start Procedures ▪ Interpersonal Communications ▪ Roles and Responsibilities ▪ Equipment Familiarity ▪ Body Mechanics ▪ Driving ▪ End of Shift Procedures ▪ Communications ▪ Documentation ▪ Safety Procedures

Employment Records, Certification, Licensure

All Maricopa Ambulance personnel are currently and appropriately licensed and/or credentialed with records housed in our ePRO system, which also serves as our training hub. ePRO sends notifications to employees about upcoming renewal deadlines and makes it easy to update employee records with new certifications by uploading a photo of the certificate into the system.

If an employee fails to update any certification or a license has expired, the ePro system will lock out the employee. The employee will be unable to clock in for a shift, thereby providing an additional layer of protection.

Professional Standards of Conduct

Maricopa Ambulance prides itself on being quality-driven and customer-focused. Each employee receives customer service training as part of the initial company orientation. Maricopa Ambulance understands that as a contractor for the City of Glendale, our employees in the field are an extension of the city and take this responsibility very seriously.

From professional dress to extensive Customer Service training on how to communicate effectively with patients, families or other health care providers, Maricopa Ambulance is committed to providing high-quality patient care and excellent customer service.

Clinical Training

Programs that are provided to Maricopa Ambulance employees include Advanced Cardiac Life Support (ACLS) Pediatric Advanced Life Support (PALs) and Basic Life Support (BLS).

A brief description of the proposed courses and our rationale for offering them are provided below.

Pediatrics Advanced Life Support (PALS) is a 16-hour course developed by the American Academy of Pediatrics to provide BLS and ALS providers with a comprehensive source of information for the emergent care of infants and children. PALS is a training program that provides a high-quality pediatric curriculum focused on the pre-hospital setting.

Advanced Cardiac Life Support (ACLS) allows providers to enhance skills in the treatment of the adult victim of cardiac arrest or other cardiopulmonary emergencies. ACLS emphasizes the importance of basic life support CPR to patient survival; the integration of effective basic life support with advanced cardiovascular life support interventions; and the importance of team interaction and communication during resuscitation.

In addition to these nationally recognized certification programs, Maricopa Ambulance utilizes state of the art software from Vector Solutions to provide EMTs and Paramedics with a modern learning management system that provides curriculum that meets and exceeds all training and education requirements for the State of Arizona. This continuing education allows them to certifications and be confident and excel in the City of Glendale EMS system. Additionally, our Training Center provides curriculum prepares medics through an overview of the medical protocols The focus on cardiac arrest management, STEMI recognition and referral, stroke and trauma management is an ongoing priority due to the clinical impact in for critical patients.

Additional Training

- Airway management lecture both at a BLS and ALS level.
- Airway lab Includes: BLS ventilations with airway adjuncts, I-gel,CPAP indications, contraindications, and the setup of CPAP. Paramedics and RN intubation review and practice, Airway management scenarios for EMTs and Paramedics.
- ZOLL Monitor review. 4 and 12 lead electrode-placement-review and practice.
- IV setup, BLS to ALS assist.
- IO overview, and pressure bag setup.

- Restraints, when and how to use them.
- Vent and pump training.
- Driver training, in lecture and out on the trucks.
- Safe lifting, gurney ops, and scene safety.
- BLS Provider class.
- ACLS/PALS are every other month.
- Remedial training for driving.
- DQA and charting as needed.
- Online training is done for the LUCAS 3 Compression device on ESO.
- Airborne bloodborne pathogens are also done online in ESO.

Customer Service Training

Clinical excellence and employee training are top priorities at Maricopa Ambulance. Equally important is the customer service training that we provide.

EMTs and paramedics are on the frontlines and are the face of Maricopa Ambulances in the West Valley. We are a highly visible representation of the City of Glendale. Our employees have daily contact with patients, health care workers and fire service partners.

Meeting and exceeding the needs of our customers is a priority that is engrained at every level within our organization from our dispatchers, EMTs, paramedics and nurses to our support staff and management. To ensure that our commitment to customer service does not fall short, Maricopa Ambulance has developed a comprehensive and innovative training program that begins during each new hire orientation.

During new hire orientation, our employees are introduced to the various elements of customer service. We start with the basics: identifying your customer, identifying your customers' needs and responding to those needs with the appropriate resources and service delivery. We walk our employees through the course of each call: how to prepare for arrival, what to do once on scene, appropriate interaction with all involved in patient care, how to appropriately provide the continuum of patient care while in transport and completing the call with patient delivery and transfer of care. Although this level of customer service training may seem very basic, during our interview process, we found many employees had not previously received any form of customer service training.

At the end of our new hire orientation, our employees have a great understanding of the importance in consistently delivering exceptional customer service. They understand that it is

through consistency that Maricopa Ambulance has had the opportunity to make a positive change in the delivery of ambulance service throughout the Valley.

b. Provision and maintenance of the Contractor Dedicated or Special Events Ambulances and the equipment, materials, and supplies required and necessary to provide the services.

Proposed Ambulances & Equipment

Ensuring the right fleet resources are deployed efficiently to the right place and within contracted response times is of utmost importance to Maricopa Ambulance.

As the incumbent provider, our current fleet of 10 Ford F-450 heavy-duty Type III ambulances are equipped with advanced medical equipment and supplies that meet all specifications preferred by the Glendale Fire Department.

In accordance with Maricopa Ambulance's Option A discussed in the Executive Summary, we propose all new ambulances are Dodge 1500s, or equal, with solar panels and the latest safety features, including ATLAS driver monitoring, SDS Lane Departure/Collision Avoidance, Opticom technology. All vehicles will be replaced before 175,000 miles or 60 months.

Under Option A, Maricopa Ambulance agrees to the ambulance mileage and age replacement requirements of 175,000 miles or 60 months. Ambulances will be replaced as quickly as possible within the constraints of the post-Covid national ambulance shortages.

The Maricopa Ambulance dedicated fleet is deployed for ALS service in the City of Glendale to meet required response times and as stand-by EMS and transportation for special events.

In addition:

- All dedicated and special event Maricopa Ambulances meet or exceed ADHS requirements for ambulances providing ALS services in Arizona, and also meet the specifications outlined in the RFP Appendix A and Appendix B. Maricopa Ambulances feature a two-door cutaway chassis. All units meet current federal specifications KKK-A-1822 and have a minimum GVRW of 16,500, are equipped with auxiliary air conditioner condensers and have a 150" body module. Further, all units meet all other applicable federal state and local requirements.

- All ambulances and support vehicles will have GPS automatic vehicle locators, and the geographic data will be provided in real-time to the Phoenix Fire Department Regional Dispatch Center (PFDRDC) and the Glendale Fire Department through Mobile Data Terminals (MDT) that are compatible with PFDRDC's CAD. These MDTs will be purchased by Maricopa Ambulance and installed in every vehicle.

Maricopa Ambulance Maricopa Ambulance also uses ATLAS hardware with either MobileCAD, VLI Mobilis or other accepted software to allow dispatch. The system automatically time stamps the vehicle in service, responding to a call and on-scene. The system also provides crews with instant real-time, turn-by-turn voice and visual routing guidance. The GPS system also monitors speed of the ambulance and will notify the management if the set speed limit is exceeded by any vehicle.

- The Maricopa Ambulance Glendale ambulances are advanced medical vehicles with solar panels to reduce the carbon footprint of the vehicles, as well as to provide emergency backup power for the lifesaving medical equipment.

- Every dedicated and special event Maricopa Ambulance in the Glendale EMS system carries the required ALS supplies as prescribed by the Arizona Department of Health Services (as described in RFP Appendix B).

Additional Ambulances

Maricopa Ambulance agrees it is the contractor's right to designate additional units from time to time to meet obligations under the contract. Maricopa Ambulance does not agree and cannot comply with provisions that allow the City to unilaterally require the number of 24-hour ALS ambulances be increased. We do, however, agree that there should be a process developed to address sustained circumstances described below, which may allow for additional ambulance requests from the City. These circumstances, if mutually agreed upon, would require an amendment to the Ambulance Services Agreement (along with the normal contract change approval process.)

Sustained Circumstances:

- Increased ambulance call volume by 10 percent over the call volume experienced during the first year of the agreement; or
- Population increases within the City limits of 20 percent or more over the population in effect during the preceding calendar year of the agreement; or
- Increased traffic congestion within the City limits resulting in on-scene wait time increases experienced by the Fire Department or 10 percent or more over the preceding calendar year of the agreement; or
- If the year-over-year number of late calls exceeds 10 percent of the total late calls from preceding calendar year.

- ### Substitute Ambulances

In the event Maricopa Ambulance must substitute an ambulance in place of a dedicated City of Glendale ambulance for a period of more than 12 hours, Maricopa Ambulance will ensure the unit is similarly equipped to the dedicated City of Glendale units. Maricopa Ambulance also will notify the Glendale Fire Department EMS Deputy Chief via a phone call or email that the unit has been substituted.

Traffic Signal Pre-Emption Devices

In addition, all Glendale EMS system Maricopa Ambulances are equipped with traffic signal pre-emption devices compatible with the system currently in use by the city and are the sole expense and responsibility of Maricopa Ambulance. Each unit also is equipped with a dedicated cell phone pre-programmed with all phone numbers needed for medical communications and will be regularly updated to meet the needs of the City and the Company, at Maricopa Ambulance's expense.

MEDICAL EQUIPMENT

All Maricopa Ambulance medical equipment will be in good repair and safe working order and is monitored and tracked to ensure optimal operation at all times. Maricopa Ambulance follows manufacturer's recommended maintenance schedules to ensure all medical equipment is always in good working order. If we find deficiencies in any equipment, it is immediately removed from the system and replaced.

Every Maricopa Ambulance is equipped with the following equipment and technology:

LifePak 15 Cardiac Monitors

LifePak 15 ECG Cardiac Monitors are carried on board every ambulance in the City. The cardiac monitors transmit 12-lead ECG data to the emergency department at to evaluate the patient's condition prior to arrival and allow for early notification of key hospital staff such as the catheterization lab and cardiologist. The ECG monitors include all diagnostic accessories and the software, including wireless transmission of data via tablets to the electronic patient care reporting (ePCR) software.

Lucas 3 Automatic Chest Compression Devices

To save the lives of sudden cardiac arrest patients and avoid neurological damage, a steady supply of oxygen to the heart and brain is necessary. Life-sustaining circulation can be created through effective and uninterrupted chest compressions. The LUCAS Chest Compression System is a safe and efficient tool that standardises chest compressions in accordance with the latest scientific guidelines. It provides the same quality for all patients and over time, independent of transport conditions, rescuer fatigue, or variability in the experience level of the caregiver. By doing this, it frees up rescuers to focus on other life-saving tasks and creates new rescue opportunities.

Battery Powered Stryker Power Pro Cots

Stryker Pro XT power ambulance cots utilize a battery-powered hydraulic system for effectively and efficiently raising and lowering a cot at the touch of a button. The hydraulic lifts dramatically reduce back injuries, which affect 25 percent of EMS workers in their first four years in the field. The stretcher also will be equipped with a bariatric extender.

Performance-Load Manual Cot Fastener

Our safest, most advanced manual cot fastener meets crash safety recommendations for SAE J3027 and guides loading and unloading to improve operator efficiencies. The Performance Load Cot Mounts protect the lives of both the patient and the caregiver during the loading and unloading process and secures the cot during transportation. The equipment also improves operator efficiency by reducing cot drift. The mounts are easily removable for maximum decontamination and lowered potential for biohazards.

Stryker Stair-Pro

The Stair-Pro is designed to allow paramedics and EMTs to easily raise and lower a patient safely up and down stairs, while preventing lifting injuries of employees.

Pediatric Restraint System

The Pedi Mate Pediatric Restraint System quickly adapts any ambulance cot for the safe transport of children ranging in size from 10-100 pounds.

Bariatric Stretcher and TranSafe Bariatric Ramp

Maricopa Ambulance currently uses the Stryker bariatric stretcher, which uses motorized technology to raise and lower the stretcher, minimizing the effort required by EMTs and paramedics. The TranSafe ramp will use a motorized track to load the bariatric stretcher into the ambulance, allowing for an overall easier, more dignified transport process. The ramp easily attaches to the exterior of the bariatric ambulance for EMTs and paramedics to place a standard or bariatric stretcher that will be automatically loaded into the ambulance using a motorized track.

Maricopa Ambulance equips one of the dedicated City of Glendale units with the Trans Safe system and a specialized Stryker bariatric cot.

BuckleGarde

For patient and crew safety, Maricopa Ambulance implements BuckleGarde technology on all stretchers. A BuckleGarde ensures that only the EMT or paramedic with the key will be able to unlock the strap buckles and remove the stretchers in an ambulance. With behavioral health patients or patients experiencing confusion or intoxication, this will ensure the patient is restrained in a safe and dignified way and that the patient remains inside the vehicle until arriving at the destination.

MEDICAL SUPPLIES

As the incumbent provider, Maricopa Ambulance carries the required supplies aboard its dedicated City of Glendale ambulances and will continue to do so. Please refer to Exhibit 5 of this proposal – Ambulance Equipment List – for a detailed list of all items.

Maricopa Ambulance will ensure each ambulance is fully stocked at all times with required medical equipment and supplies to accommodate replacement during repair and for times of excessive demand. Vehicle and station par levels are checked daily, and supply needs are communicated to our equipment and supply logistics manager.

As our emergency partners, Maricopa Ambulance is committed to supplying and restocking the Glendale Fire Department with supplies and medications at no cost to the department and in the most efficient, convenient manner possible.

When supplies are used on the scene, Maricopa Ambulance will restock the fire department unit one-for-one item on the scene. Additionally, Maricopa Ambulance will have ALS supplies in locked safes on the ambulances and firefighter paramedics will use a code to access these supply lockers at any time.

Maricopa Ambulance also will commit to placing specially configured, secure medical supply vending machines at all fire stations and/or at the local hospital if desired. These vending machines will allow the Glendale Fire Department to restock on a one-for-one basis without delay and allow for more accurate tracking of medical supplies. Maricopa Ambulance will check and restock the vending machines regularly to ensure supplies are always current. All medications must be stored and received from the hospital itself, and Maricopa Ambulance will keep a current supply of all medications dedicated for the Glendale Fire Department's use at the hospital.

CribMaster Controlled Medical Supply Dispensers

Maricopa Ambulance will purchase and install CribMaster or similar controlled medical supply machines in all Glendale Fire stations. These devices provide 24/7 controlled access to and available of medical supplies with the simple swipe of an employee badge. Automation is secure and simple with weight-sensing bins with software options that allow for

all machines to be connected for reporting across multiple sites. Maricopa Ambulance is proposing the use of the company's Express Toolbox or Express Locker models pictured below.

Express Toolbox

Express Locker

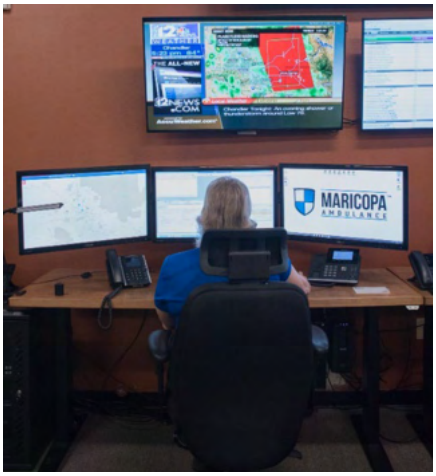
Because Maricopa Ambulance is incurring the full cost of the medical supplies used in patient care, it will include charges for consumable supplies and medications in fees to patients and their medical insurance. This is an efficient way to maximize health care reimbursement and, thereby, minimize cost to the City of Glendale.

Additionally, if requested, Maricopa Ambulance will provide regular resupply deliveries directly to the fire stations. Maricopa Ambulance will always be responsive to its partners and if a supply or medication is running low, we will immediately respond. While not currently required in the Ambulance Services Agreement, Maricopa Ambulance has implemented a Supply Service Technician position to improve service to Glendale Fire Stations. Combined with the supply vending machines, Maricopa Ambulance intends to meet or exceed expectations of the Glendale Fire crews.

DISPATCH CENTER/ COMMUNICATION CENTER RESPONSE

Maricopa Ambulance operations in the City of Glendale currently meet the City's specifications for dispatch and communications equipment. Utilizing a dual-band VHF (154-155MHz)/800 MHz radio system, Maricopa Ambulance provides base, mobile and portable radios that enable voice interoperability with Glendale Fire Department units and PFRDC on appropriate radio channels and according to procedures established by the Fire Department.

Maricopa Ambulance will coordinate, purchase and install Mobile Data Terminals (MDT) that connect to the Phoenix Fire Department Regional Dispatch Center to allow dispatchers to view the location of our ambulances at all times and dispatch the closest vehicle.



Maricopa Ambulance uses the RescueNet suite of CAD software technologies. Maricopa Ambulance's RescueNet CAD will receive the same GPS and call data that is transmitted to the Phoenix Fire Department Regional Dispatch Center through the Mobile Data Terminals on all ambulances.

The ZOLL RescueNet ePCR system ties into Maricopa Ambulance's CAD and billing systems for seamless and accurate patient care documentation.

Maricopa Ambulance's advanced vehicle locator (AVL) software is provided by MobileCAD, VLI Mobilis or other accepted software to allow dispatchers to continually track vehicle locations location and status in real-time and allows for the appropriate dispatch of the closest available ambulance at any given time.

ZOLL software creates detailed, easy-to-use reports that Maricopa Ambulance management uses for quality improvement programs, clinical evaluation and operational efficiency. The ZOLL system can create more than 200 standard reports and can customize for any search criteria and specified period of time.

c. Accurate completion and timely submission of all required data and reports of every kind, including notices.

Reporting

Maricopa Ambulance is committed to ensuring not only the highest levels of performance to the City of Glendale, but also to timely and regular reporting to the City. Maricopa Ambulance will provide the City with a quarterly (every three months) performance report, including data analysis necessary for the City to evaluate the Company's performance and contract compliance. Maricopa Ambulance agrees to notify the City immediately of terminated (voluntary and involuntary) dedicated ambulance personnel, as well as the immediate notification of the employment of new personnel (to include direct supervisory and support personnel).

d. Meeting Response Times and other performance requirements in compliance with applicable law including, but not limited to, ADHS laws and regulations, this RFP, and the EMS system.

Response Times

Maricopa Ambulance will provide an ambulance response time report in a format approved by the contract manager to the City of Glendale by the fifth of the following month, which will include contract compliance, supporting call data, explanations of call exceptions and any other data as directed by the contract manager. The report also will include exceptions and requested exemptions to performance. Maricopa Ambulance understands the City of Glendale may audit data and operations with 48 hours of notice.

Maricopa Ambulance uses the RescueNet suite of CAD software technologies. Maricopa Ambulance's RescueNet CAD will receive the same GPS and call data that is transmitted to the Phoenix Fire Department Regional Dispatch Center through the Mobile Data Terminals on all ambulances. The ZOLL RescueNet ePCR system ties into Maricopa Ambulance's CAD and billing systems for seamless and accurate patient care documentation.

ZOLL software creates detailed, easy-to-use reports that Maricopa Ambulance management uses for quality improvement programs, clinical evaluation and operational efficiency. The ZOLL system can create more than 200 standard reports and can customize for any search criteria and specified period of time. Additionally, Maricopa Ambulance uses a BI Query software reporting program that is customer designed for response time reporting in Glendale. Between ZOLL and BI reporting, reports can include:

- Emergency life threatening and non-life-threatening response times by jurisdiction and by user definition
- Out-of-chute response times by crew members
- On-scene times
- Hospital drop times by crew members
- Emergency and non-emergency responses by hour and day
- Dispatch personnel response time reports
- Canceled run report
- Demand analysis report
- Problem hour assessment
- Call mode by hour and day
- Ambulance alert exception report

e. Participate and cooperate with the Administrative Medical Director and City representatives in audits, inspections and investigations, with timely responses and completion of requirements.

Maricopa Ambulance agrees to participate and cooperate with the Administrative Medical Director and City representatives in audits, inspections, and investigations, with timely responses and completion of requirements, as prescribed in this RFP.

f. Provide indemnification, insurance performance guarantees, and other security as required by the City.

Maricopa Ambulance agrees to provide the required indemnification, insurance performance guarantees and other security as prescribed by the City. Please refer to Exhibit 4 – Performance Surety Fund and Performance Bond for additional details.

1.2 Provide a thorough description of all capabilities and methods of the Proposer's operations.

EMS Experience

Maricopa Ambulance provides Central Arizona with a veteran leadership team with decades of experience in ambulance service management.

Maricopa Ambulance is part of the Priority Ambulance family of companies. Founded in 2013 by ambulance executives with a deep and rich history in Maricopa County, Priority Ambulance now operates more than 850 ambulances in 14 states across the United States. Priority Ambulance employs approximately 4,000 employees and mor than half of its 600,000 annual ambulance transports are in response to a 9-1-1 call.

Maricopa Ambulance is well-funded, well-led and ready to continue provide service excellence to the City of Glendale. Each of Priority Ambulance's companies maintains strong local ties with an empowered local leadership structure and local brand identity.

Between Priority Ambulance corporate executives and the Maricopa Ambulance local leadership team, the Company brings unmatched experience in emergency services in Arizona and a proven track record of success in 14 states nationally. The Company's leadership teams also have extensive expertise in EMS system design – creating and operating some of the largest, highest-performing EMS systems in the country – and specifically in EMS operations in Central Arizona. Last year our sister company, Priority Ambulance of Yavapai, LLC started operations after receiving a CON from AZDHS.

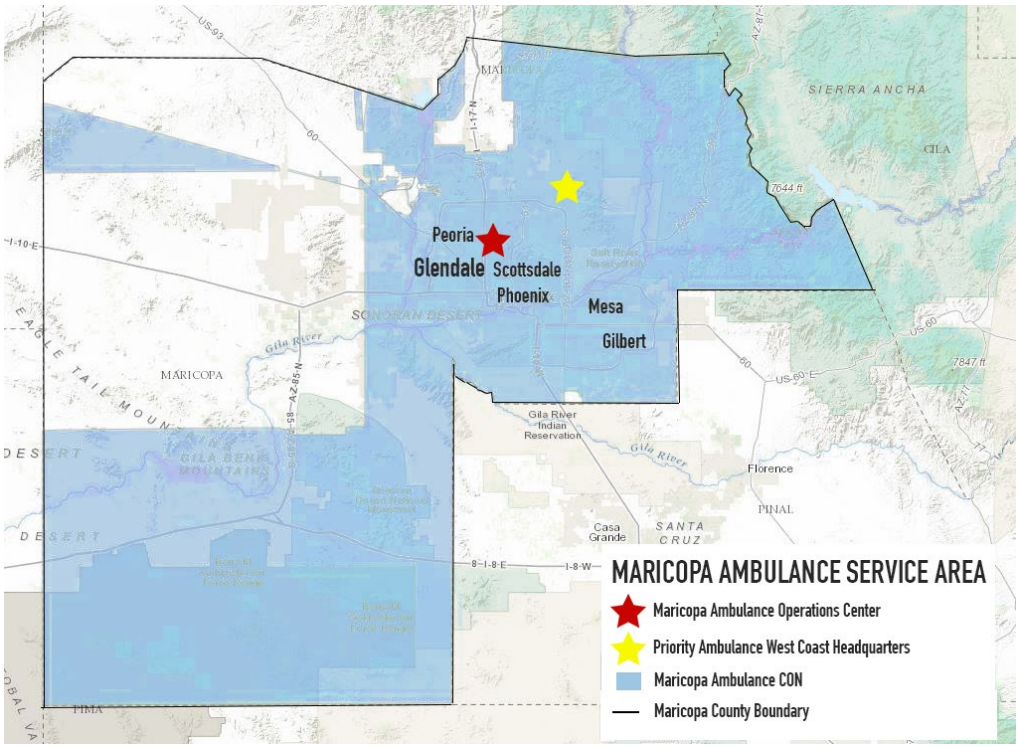
Continuity of Arizona Operations is maintained by our management structure that is led by our West Region President.

In October 2016, Maricopa Ambulance was granted a certificate of necessity (CON) from the Arizona Department of Health Services' Emergency Medical Services & Trauma System to provide emergency and nonemergency transport and offer medical facilities and hospitals a choice. That CON includes all the areas in the City of Glendale as demonstrated by Maricopa Ambulance's service area map.

Maricopa Ambulance is proud to serve the City of Glendale as the incumbent 9-1-1 ground ambulance provider. The Company is an active member of the Glendale Area Chamber of Commerce and is committed to supporting fellow local businesses and building relationships with community members.

MARICOPA AMBULANCE OPERATIONS CENTER
10243 N. 19th Ave., Building B
Phoenix, AZ 85025
Office: 480-485-2900
Dispatch Fax: 480-907-1685
www.maricopaambulance.com

PRIORITY AMBULANCE WEST REGION HEADQUARTERS
8501 E. Princess Drive, Suite 195
Scottsdale, AZ 85255

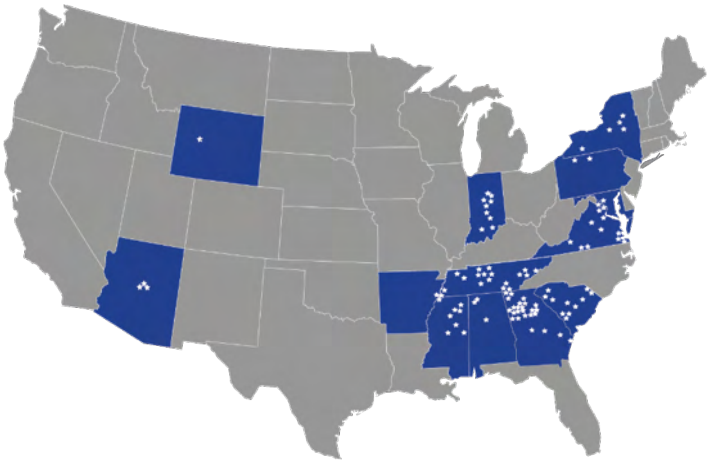


Maricopa Ambulance is a member of the Priority Ambulance family of companies.
Priority Ambulance is the fastest-growing national ambulance company in the country, with about half of the company's 600,000 calls annually in response to 911 calls and the balance in response to requests for interfacility medical transports ranging from BLS, ALS, CCT to neonatal transport requests. Priority pre-hospital professionals are highly skilled and experienced in all levels of ambulance care and transportation.

Priority was founded in 2013 and currently operates in 14 states. In 2018, Priority was first recognized on the Inc. 5000 list of the fastest-growing private companies in America and has appeared on that list for five consecutive years.

Corporate Values

As a member of the Priority Ambulance family, Maricopa Ambulance shares common values that focus first on patients and clnical outcomes while valuing our team members who serve on the front lines of care. Trust build with communities, first responders, healthcare facility partners, patients and employees is at the heart of our mission.



- 850+ ambulances & support vehicles nationally
- ~600K transports annually
- 3M+ citizens served under current 9-1-1 contracts
- Operating in 14 states

We build this trust through the daily delivery of services that are **safe, accountable, friendly and efficient**. This simple foundation and the acronym **S.A.F.E.** represent the fundamental behavioral principles that drive our commitment to delivering tailored ambulance solutions that are professional, courteous, on time and to the highest standards of clinical care.

Priority Ambulance's Corporate Support Team includes the departments of compliance, information technology, marketing and communications, risk and safety, finance and human resources. These corporate teams enhance the local operations by providing national expertise and support to the local operations.

Our structure allows operational decisions to remain local, close to the customer - while still retaining the expertise and efficiencies that come with a national ambulance company. These efficiencies are passed along to our community partners in increased purchasing power for medical supplies and equipment, as well as cost savings from a more stable, sustainable EMS system that will be reinvested in community infrastructure.

Ethical Standards

Priority holds its management team to the highest standards of compliance and ethics. As an organization, Priority operates a robust compliance program that covers the prevention of all areas of fraud, abuse, malpractice and discrimination. We encourage all employees to report violations of our Compliance and Ethics Policy to our Chief Compliance Officer and/or via our confidential, anonymous employee hotline. All reporting is summarized and reported to our board of directors.

EMS System Design

EMS system design is the underlying legal administrative structure and operational framework that governs behaviors for any agency, resource or individual from whom action is required to ensure a timely and medically appropriate response to a medical emergency.

A high-performance EMS (HPEMS) system is designed around the concept of balancing high-quality patient care, an excellent workforce environment, provider engagement and fiscal responsibility to convert available resources into a highly reliable ambulance service. System Status Management (SSM) is the operations science and experiential art used by HPEMS systems to achieve these key goals in the most effective and efficient way possible. This concept uses predictive modeling for the determination of time-of-day and day-of-week human behavior patterns that drive EMS demand for both the number of EMS calls per hour and the geographic location of calls within a given service area.

SSM uses specialized custom deployment plans that are derived from predictive demand models to determine how many ambulances are required and where these ambulances should be located by time of day and day of week, with a unique plan for each hour of each day, totaling 168 custom plans per week. These plans then are operationally executed using sophisticated decision support technology to provide EMS services to the service area using peak-load staffing schedules that match the number of staffed ambulances to the demand patterns, as well as providing a geographic deployment plan that optimally positions available ambulances for the next call based on geospatial demand patterns and geographic coverage.

The system is continuously optimized 24 hours a day, seven days a week on a minute-by-minute basis as EMS calls for service are assigned to ambulances and as ambulances become available from previous calls to ensure ambulance placement first matches anticipated demand locations and then distributes ambulances for geographic low-probability call coverage areas, while also allowing for EMS crew workload management balancing and rest periods.

While the practices involved in SSM are complex, the underlying objective is simple: Have the appropriate number of ambulances located at the appropriate place and time they are needed, which improves response time reliability and economic efficiency for our patients and the communities we serve.

System Status Management allows Maricopa Ambulance to accomplish three main goals:

1. Assure enough units are available and properly positioned to provide prompt response times necessary for high-quality patient care.
2. Assure safety of operations for employees, patients and the public by establishing limits for consecutive hours worked and by adopting workload management and fatigue countermeasure practices.
3. Provide an ongoing forum for fine-tuning plans to address changes in the community or ambulance demand patterns over time.

Please see Section 3 – System Planning and Deployment for details.

Commitment to Innovation

Telehealth Solutions Powered by OnDemand Visit

People trust the 9-1-1 system and are socially conditioned to call whenever they need to immediately access the healthcare system. It is understood that not every emergency is a matter of life and death, sometimes the 9-1-1 system is not always the optimal or efficient way to manage low-acuity illnesses or injuries.

Meeting the challenge of health equity and access means delivering a model of emergency medical care that provides the right solutions at the right time and in the right place. The US Centers for Disease Control and Prevent reports that only 14.2% of patients who are treated at an emergency department require admission to the hospital and that over 60 percent of patients transported by ambulance to hospital emergency departments are never admitted. It also is proven that low-acuity patients can be safely treated at home or at alternative care sites, such as urgent care centers or behavioral health centers.

Designed for EMS systems and powered by the proprietary telehealth technology of OnDemand Visit, a subsidiary of Priority Ambulance, we can provide the right solution for integrated EMS system telehealth.

OnDemand Visit is the nexus between exigent demands and clinically effective/operationally efficient healthcare services. It features an emergency medicine experienced, U.S.-based physician lead provider panel that is available 24/7 which is accessed with the click of a button on any first responders' ePCR electronic tablets. Healthcare where and when you need it. With this capable mobile model of medical care, patients get the right care at the right time with the right resources.

1.3 Provide a list of specific sub-contractor(s), if any.

Maricopa Ambulance will not utilize subcontractors to perform services under this contract.

1.4 Service Performance: The Contractor shall provide a detailed description of their capabilities of meeting the following requirements:

1.4.1 Response Time Performance as specified under the section "Response Time Performance," "Reporting," and "Response Time Measurement."

Across its footprint, half of Priority Ambulance's more than 600,000 patients served each year originate within 9-1-1 system designed by our companies across the country. Maricopa Ambulance is the exclusive 9-1-1 ambulance service provider to the City of Scottsdale and the City of Chandler, a back-up 9-1-1 provider in the City of Surprise, and a 9-1-1 provider in Yavapai County. As detailed in the EMS experience section, Maricopa Ambulance and all of its sister companies across the country have never been out of compliance under any contract and have provided excellent response time compliance – in some cases for decades.

We accomplish response time compliance through thorough, data-driven EMS system design and continuous deployment plan optimization that allows us to constantly review data and adjust deployment, staffing and posting based on a fluctuating system. Advanced tools and expert data analysts ensure the Maricopa Ambulance community will always receive the best care as quickly as possible.

Please refer to the Maricopa Ambulance system planning and deployment section for details regarding our approach, methodology and statistical analysis to meet response time standards in the City of Glendale.

1.4.2 Reporting as specified under the section "Reporting."

In every instance concerning the specificed Response Time criteria, the Contractor shall submit a written report, at least monthly, in a format approved by the City, to the EMS Deputy Chief, documenting the cause of each late response and efforts to eliminate recurrence.

The Contractor shall furnish a written explanation for each Code 3 response that exceeds eight (8) minutes fifty-nine (59) seconds and each Code 2 response that exceeds fourteeen (14) minutes fifty-nine (59) seconds to the EMS Deputy Chief.

Maricopa Ambulance will work closely with the City and the Fire Department to evaluate response time performance monthly, understanding that minimum compliance is achieved. We will submit a written report in a format approved by the City to document each late response and in an effort to eliminate recurrence.

Option A: When 95% or more of responses for Code 3 Calls and Code 2 Calls combined meet the specified Response Time requirements. Maricopa Ambulance agrees to conduct a three-month review/assessment should the combined Code 3 and/or Code 2 response time levels not be met in any month.

Option B: When 90% or more of responses for Code 3 Calls and Code 2 Calls meet the specified Response Time requirements under the current City of Glendale Emergency Medical Services contract. Maricopa Ambulance agrees to conduct a three-month review/assessment should the combined Code 3 and/or Code 2 response time levels not be met in any month.

1.4 3 Response Time Measurement as specified under the section "Response Time Measurement."

Maricopa Ambulance uses the ZOLL RescueNet suite of CAD software technologies to monitor and produce reports on response time compliance. Maricopa Ambulance's RescueNet CAD will receive the same GPS and call data that is transmitted to the Phoenix Fire Department Regional Dispatch Center through the Mobile Data Terminals on all ambulances.

Maricopa Ambulance's advanced vehicle locator (AVL) software is provided by the Rescue Navigator. This system allows our dispatchers to view ambulance location and status in real-time and ensures the dispatching of the closest available ambulance at any given time. The GPS technology also allows the CAD system to timestamp from when the ambulance is dispatched, begins moving toward the scene and when an ambulance arrives on scene. The AVL system eliminates the need for radio communication and provide a more accurate measurement of when the response to the dispatched call.

ZOLL software creates detailed, easy-to-use reports that Maricopa Ambulance management uses for quality improvement programs, clinical evaluation and operational efficiency. The ZOLL system can create more than 200 standard reports and can customize for any search criteria and specified period of time.

These reports can include:

- Emergency life threatening and non-life-threatening response times by jurisdiction and by user definition
- Out-of-chute response times by crew members
- On-scene times
- Hospital drop times by crew members
- Emergency and non-emergency responses by hour and day
- Dispatch personnel response time reports
- Canceled run report
- Demand analysis report
- Problem hour assessment
- Call mode by hour and day
- Ambulance alert exception report

Maricopa Ambulance will provide regular reports to Glendale Fire Department directly from the CAD on response time compliance.

1.4.4 Move-Up Policy as specified under the section "Move-Up Policy."

Contractor agrees to comply with all applicable provisions of the EMS System, the Glendale Fire Department and PFDRDC regarding move-up policies. Contractor's plan for compliance with such policies will be submitted with its Proposal. Changes to Contractor's approved plan during the term of the Contract will require written approval in advance from the Fire Chief

Maricopa Ambulance agrees to comply with all applicable provisions of the EMS System, the Glendale Fire Department and PFDRC regarding move-up policies. The Company understand that any changes to the approved plan during the contract term require advance approval from the Fire Chief. Maricopa Ambulance will provide monthly reports to the City of Glendale of its response time performance and will also set up a direct data terminal with the Fire Department that will allow the Fire Department to directly see performance and data from the PFDRDC.

Maricopa Ambulance has included its deployment plans (move-up plans) in this proposal that will serve as the basis for a new contract agreement.

1.5 EQUIPMENT AND RESOURCES

The Contractor must provide detailed proof of ability to provide required ambulances and a plan for the management of its equipment, materials and supplies.

Since 2019, when Maricopa Ambulance first became the 9-1-1 ambulance service to the City of Glendale, the Company has continuously and faithfully demonstrated its ability to provide the required ambulances and a plan for the management of equipment, materials and supplies.

MEDICAL EQUIPMENT & SUPPLIES

All Maricopa Ambulance medical equipment will be in good repair and safe working order and is monitored and tracked to ensure optimal operation at all times. Maricopa Ambulance follows manufacturer's recommended maintenance schedules to ensure all medical equipment is always in good working order. If we find deficiencies in any equipment, it is immediately removed from the system and replaced.

As mentioned earlier in this proposal, every Maricopa Ambulance is equipped with the following equipment and technology:

- LifePak 15 Cardiac Monitors
- Lucas 3 Automatic Chest Compression Devices

- Battery Powered Stryker Power Pro Cots
- Performance Load Manual Cost Fastener
- Stryker Stair Pro
- Pedi Mate Pediatric Restraint System
- Stryker Bariatric Stretcher and TranSafe Bariatric Ramp
- BuckleGarde

As the incumbent provider, Maricopa Ambulance carries the required supplies aboard its dedicated City of Glendale ambulances and will continue to do so. Please refer to Exhibit 5 of this proposal – Ambulance Equipment List – for a detailed list of all items.

Maricopa Ambulance will ensure each ambulance is fully stocked at all times with required medical equipment and supplies to accommodate replacement during repair and for times of excessive demand. Vehicle and station par levels are checked daily, and supply needs are communicated to our equipment and supply logistics manager.

As our emergency partners, Maricopa Ambulance is committed to supplying and restocking the Glendale Fire Department with supplies and medications at no cost to the department and in the most efficient, convenient manner possible.

When supplies are used on the scene, Maricopa Ambulance will restock the fire department unit one-for-one item on the scene. Additionally, Maricopa Ambulance will have ALS supplies in locked safes on the ambulances and firefighter paramedics will use a code to access these supply lockers at any time.

Maricopa Ambulance also will commit to placing specially configured, secure medical supply vending machines at all fire stations and/or at the local hospital if desired. These vending machines will allow the Glendale Fire Department to restock on a one-for-one basis without delay. Maricopa Ambulance will check and restock the vending machines regularly to ensure supplies are always current. All medications must be stored and received from the hospital itself, and Maricopa Ambulance will keep a current supply of all medications dedicated for the Glendale Fire Department's use at the hospital.

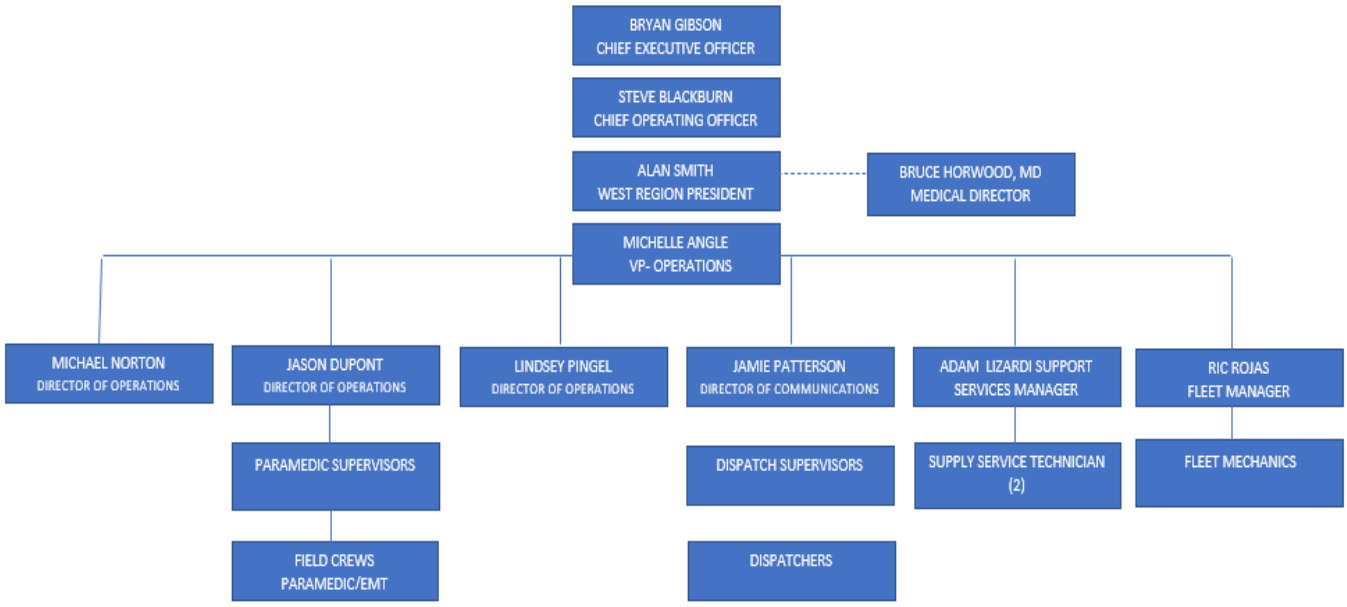
Because Maricopa Ambulance is incurring the full cost of the medical supplies used in patient care, it will include charges for consumable supplies and medications in fees to patients and their medical insurance. This is an efficient way to maximize health care reimbursement and, thereby, minimize cost to the City of Glendale.

Additionally, if requested, Maricopa Ambulance will provide regular resupply deliveries directly to the fire stations. Maricopa Ambulance will always be responsive to its partners and if a supply or medication is running low, we will immediately respond. Maricopa Ambulance has a shift supervisor with a dedicated SUV quick response vehicle available during all shifts to assist in resupply or provide additional assistance to field operations.

1.6 KEY PERSONNNEL & RESUMES

1.6.1 Offerors shall submit an organizational chart that identifies key project personnel by name, title, role for this project, and other individuals anticipated roles in the project. Key personnel shall include, but not limited to, Chief Executive Officer, Operations Manager, Communications Manager and Medical Director.

Maricopa Ambulance Organizational Chart



1.6.2 Offerors shall include relevant experience and expertise of key personnel for the last two (2) years.

BRYAN GIBSON

Chief Executive Officer – Priority OnDemand

Bryan Gibson has more than 30 years of service in the emergency medical services industry. Gibson founded Priority Ambulance in 2013 with a vision to set a higher national standard of clinical excellence and care in emergency medical services. Since that time, he has led the company through significant growth. The Priority Ambulance family of companies provides exclusive 9-1-1 emergency and nonemergency ambulance services in 14 states. In 2021, Priority's parent company name was changed to Priority OnDemand to reflect the addition of innovative new healthcare and technology service lines, including telehealth services. Today, the company employs more than 4,000 EMS and healthcare professionals.

Gibson began his career as a hospital-based paramedic in Corinth, Mississippi, and later joined the in Memphis (Tenn.) Fire Department. In 1995, Bryan founded his first ambulance company, Priority EMS, based in Memphis. He served as president and CEO of Priority EMS and its 125 staff members and 45 ambulances. In 1997, Bryan sold his company to Rural/Metro and joined its management team as Mid-South division general manager. Later that year, he was promoted to oversee business development and was responsible for operational productivity and profitability throughout the 10-state South Zone region.

From 2005 to 2010, Bryan served as group president of the South Region and then the Southwest Region, overseeing operations and business development in both territories and securing new contracts and renewals for key markets. In 2010, Bryan became chief operating officer at Rural/Metro Corporation, overseeing all operating aspects of one of the largest emergency services companies in the country. Gibson earned a bachelor's degree in business administration from Colorado Tech University.

STEVE BLACKBURN

Chief Operating Officer – Priority Ambulance

Steve Blackburn has more than 30 years of experience in the emergency medical services industry and is considered an industry expert in developing and implementing successful operational strategies and designs. As Priority's chief operating officer, Blackburn oversees all regional leadership and operations and focuses on strategic planning and implementation of infrastructure improvements and systems to meet the demands of future enterprise growth. He previously served as regional president of MidSouth and Northeast regions for Priority.

Prior to joining Priority at its founding in 2013, Blackburn worked for Rural/Metro Corporation based in Scottsdale, Arizona. He began his tenure in Nashville, Tennessee, as division general manager and was promoted to vice president of the company's East Zone, overseeing six EMS and fire protection divisions. He holds a master's degree in business administration from Franklin University and a bachelor's degree in health education from Ohio State University.

ALAN SMITH

West Region President – Maricopa Ambulance

West Region President Alan Smith began in his career in EMS 35 years ago, devoting more than 20 years in the industry.

Smith has experience managing high-performing 9-1-1 EMS systems, including experience in Richmond, Virginia's EMS system under Mercy Ambulance of Richmond. Smith also oversaw the Memphis, Tennessee area for Rural/Metro Corporation as area general manager once the company purchased Priority EMS.

Smith became an EMT in 1981 and quickly advanced as a paramedic, emergency dispatcher, field training officer and quality improvement manager in Colorado and Missouri over the next decade. He joined Priority EMS in 1996 as area general manager.

In 2000, Smith joined FedEx as marketing manager in Memphis and spent the next 16 years with the organization, returning to the healthcare industry in 2016 as Senior Manager of Marketing operations for ResMed Americas.

He holds a master's degree in business administration from Christian Brother University in Memphis.

MICHELLE ANGLE

Vice President of Operations

Michelle Angle has more than 22 years of experience in the healthcare industry and serves as Maricopa Ambulance's vice president of operations. Prior to her current role, Angle was director of marketing and business development for Maricopa Ambulance.

Angle began her ambulance career as vice president of marketing and business development with a startup company, Tempe-based StarWest Associates, in August 2001. While in this role, Angle interfaced with local hospital systems, nursing facilities, nonprofits, community groups and state and local elected officials. In 2003, she took the position of vice president of operations and communications.

Over the course of her ambulance career and through acquisitions, Angle also was employed by Professional Medical Transport (PMT), Rural/Metro Corporation and American Medical Response (AMR), in which she held the positions of vice president of community relations and government affairs and as an independent consultant.

During her time with PMT, from 2004 to 2012, she played a vital role in the implementation and operational management of various municipal high-performance EMS contracts. While with Rural/Metro Corporation, representing Southwest Ambulance and PMT, Angle worked closely with valley fire departments to ensure contract compliance, as well as maintain the oversight of marketing and community relations. Working with local fire departments, Angle promoted health and safety through educational public service announcements and annual safety campaigns. Angle focuses on providing excellent customer service and service delivery, which is directly attributed to her past and present industry successes.

JASON DUPONT, NRP

Director of Operations – Glendale and Scottsdale

Jason Dupont has more than 15 years of experience in EMS, joining Maricopa Ambulance in 2021. Dupont's experience includes a variety of pre-hospital settings, including hospitals and working as a paramedic technician in emergency departments.

Dupont's experience includes 9-1-1 high performance systems, interfacility and critical care transports in Illinois and Arizona. He oversees two key Maricopa Ambulance municipal contracts: Glendale and Scottsdale.

LINDSEY PINGEL, NRP

Director of Operations – Goodyear, Chandler

Lindsey Pingel has more than 20 years of experience in the healthcare field, with the last six years as a key member of the team at Maricopa Ambulance.

Pingel joined Maricopa Ambulance as a paramedic and has risen through the ranks to become Director of Operations for the company's EMS contracts in Goodyear and Chandler. She was integral to the success of Maricopa Ambulance's start-up and implementation of ambulance services for the City of Chandler and managing the working relationship with Chandler Fire Department.

She is currently pursuing a bachelor's degree in emergency medical systems administration and expects to graduate in 2024.

MICHAEL NORTON, NRP

Director of Operations – Interfacility

Michael Norton has more than 20 years of experience in EMS, in both Arizona and New Mexico. He joined Maricopa Ambulance six years ago and oversees the Company's interfacility medical transport division, including critical care transports.

Norton was one of the first graduates of the Company's paramedic cohort program. He has a strong back ground in fire prevention and investigations, in addition to his EMS experience. He has served as the IAFF-60 Executive Board Vice President (2018). Norton is a long-time resident of the City of Glendale and is currently pursuing a bachelor's degree in fire science and ambulance operations.

JAMIE PATTERSON

Director of Communications

Jamie Patterson joined Maricopa Ambulance in 2019, bringing more than 15 years' experience in communication center operations and management in Arizona.

Jamie directs all communications and dispatch functions, including system status management deployment and related strategies, as well as efficient 9-1-1 response management for municipal, hospital and healthcare facility customers. Her role also includes oversight of regulatory performance reporting to the Arizona State Bureau of Emergency Medical Services & Trauma System.

Prior to joining Maricopa Ambulance, Jamie served for more than 10 years as communications manager for American Medical Response in Tucson, AZ.

Jamie is a licensed emergency medical technician and holds numerous Federal Emergency Management Agency incident command certifications. She is also an ED-Q certified member of the International Association of Emergency Medical Dispatchers.

ADAM LIZARDI

Support Services Manager

Adam Lizardi has more than 29 years of experience in EMS, primarily in the West Valley. He joined Maricopa Ambulance in 2020 to develop and implement the Company's support services division.

Lizardi oversees the inventory and distribution of medical supplies for all Maricopa Ambulance operations in Arizona and for its sister company Frontier Ambulance in Wyoming.

Lizardi is past president of IAFF-60 and has served multiple positions on the Executive Board.

RICARDO "RIC" ROJAS

Fleet Manager

Ric Rojas is a career fleet professional, with more than 15 years of experience in fleet management, fleet maintenance, fleet operations, and fleet life-cycle management.

Rojas oversees all fleet maintenance and repairs for Maricopa Ambulance end works to ensure vehicles are always functioning the highest possible levels. Proactive fleet maintenance also ensures the safety of crew members. Prior to joining Maricopa Ambulance, Rojas was responsible for a fleet of more than 400 vehicles and 25 mechanics.

1.6.3 All resumes shall be limited to one (1) page and include a brief summary of past accomplishments, academic credentials, professional certifications, professional memberships, etc.

Please refer to Exhibit 2 – Key Personnel Resumes – for one-page resumes for Maricopa Ambulance key personnel.

1.6.4 Title of Contact Person: Reporting Relationship of Person and Limits of Authority.

Maricopa Ambulance Contact Person: Michelle Angle, Vice President of Operations is responsible for the oversight and management day-to-day operational performance for Maricopa Ambulance and all of the company's 9-1-1 and interfacility ambulance contracts in Maricopa County. Mrs. Angle is fully authorized to make all operational decisions on behalf of Maricopa Ambulance.

1.7 Contractor shall describe in detail its training plan for assuring the training of its EMT-B, EMT-P, other personnel, and its drivers of ambulances as required by all agencies having authority in such matters, including the City, and assure continued compliance with all permits, licenses and certification requirements.

As detailed in section 1.1, Maricopa Ambulance is committed to assuring the quality and regularity of training of all EMT-B, EMT-P, other personnel and drivers. Maricopa Ambulance provides all such training as required by local, city, county and state regulations and tracks all permits, licenses and certifications in its automated ePRO system.

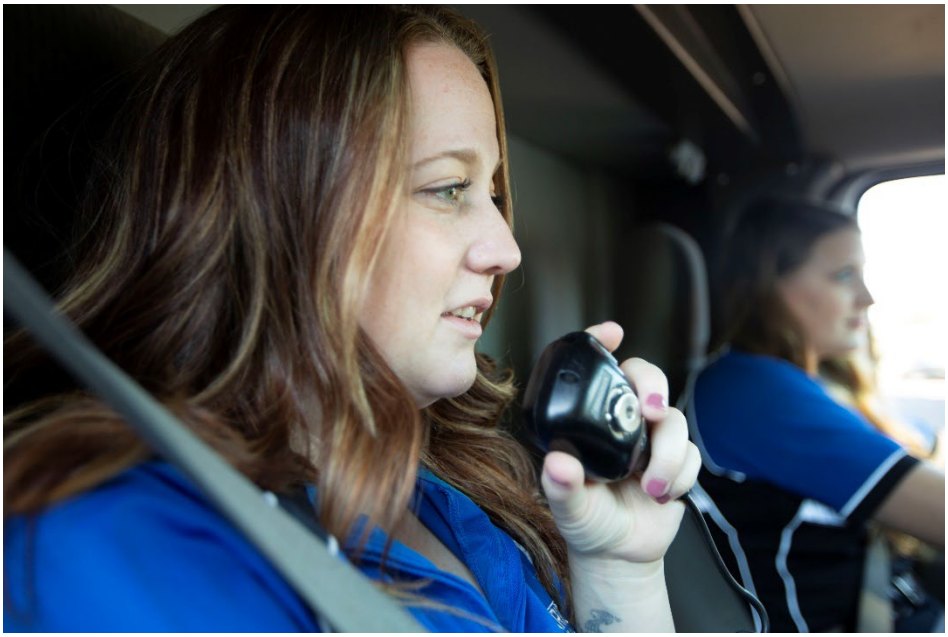
All Maricopa Ambulance personnel are currently and appropriately licensed and/or credentialed with records housed in our ePRO system, which also serves as our training hub. ePRO sends notifications to employees about upcoming renewal deadlines and makes it easy to update employee records with new certifications by uploading a photo of the certificate into the system.

If an employee fails to update any certification or a license has expired, the ePro system will lock out the employee. The employee will be unable to clock in for a shift, thereby providing an additional layer of protection.

SECTION 2. FINANCIALS AND REFERENCES

2.1 Provide record and data that set forth the financial history of the Proposer. All financial information should be reported for the legal entity submitting and responsible for the Proposal and providing ambulance transportation Services. The same legal entity must be the legal entity responsible for the proposal, responsible for the financial information and responsible for providing the ambulance transportation services. If the entity is a multi-site entity or subsidiary entity, it may report consolidated financial information if the multi-site entity or subsidiary entity or parent entity is not a Proposer. If reporting consolidated financial information, a letter guaranteeing the Proposer's performance with the full faith and credit of the parent or affiliated organization(s) must be included with the Proposer's financial data.

Please see the following page for our letter guaranteeing Maricopa Ambulance's performance with the full faith and credit of its parent company, Priority OnDemand:



April 20, 2023

City of Glendale
Procurement Dept.
5850 West Glendale Ave.
Suite 317
Glendale, AZ 85301

Re: RFP 23-26/42300051—Emergency Medical Transportation Services

Dear Sir or Madam:

I am the Chief Financial Officer of Priority OnDemand and its subsidiaries, including the Proposing Party, Maricopa Ambulance. In accordance with Section 2.1 of the Response Workbook, Priority OnDemand hereby agrees to guarantee Maricopa Ambulance's performance if it is the winning proposer in this RFP.

Priority OnDemand will, if necessary, execute a commercially standard guaranty in connection with the final contract if it is awarded to Maricopa Ambulance.

Please feel free to contact me if you have questions or need additional information regarding this commitment.

Sincerely,

Kristi Ponczak
Chief Financial Officer
kponczak@priorityondemand.com
602-881-6386

9721 Cogdill Road, Suite 302 • Knoxville, TN 37932
www.priorityondemand.com

2.2 Provide detailed sources of sufficient capital to provide for the implementation and start-up of the services.

In July 2022, Maricopa Ambulance, a subsidiary of Priority Ambulance, joined the Consonance Capital Partners portfolio of national health-care companies, a well-capitalized strategic investment firm that focuses exclusively on the longer-term success of companies in the health-care sector. The firm is currently investing out of Consonance Private Equity II, L.P., an $856 million fund and have more than $1.3 billion of capital under management. Consonance prides itself on partnering with world-class management teams to build and grow transformative and market leading health-care companies. In addition to its partnership with Priority OnDemand, Consonance has partnered with management teams and founders across 12 companies creating seven platform enterprises. With the support, expertise and multi-faceted health-care experience of the Consonance team, Priority will continue to invest in our core ambulance services foundation and grow our newest platforms: patient logistics technology and telehealth. Priority Ambulance, parent of Maricopa Ambulance, will fund all capital required for the implementation and start-up of services through a combination of Balance Sheet cash, excess existing revolver capacity and existing term loan capacity.

2.3 Provide financial reserves and/or net worth sufficient to sustain the operation of the services.

Maricopa Ambulance's parent company, Priority Ambulance, has 2022 audited net worth calculated as Total Assets less Total Liabilities of $109.1 million at Dec. 31, 2022. Liquid assets calculated as Current Assets less Current Liabilities was $28.7 million at Dec. 31, 2022.

2.4 Provide details of any event or circumstance or reasonably anticipated event or circumstance that may have a material bearing on the financial condition, solvency, or credit worthiness of the Proposer. This should include, but is not limited to, the disclosure ofo any material contingent liabilities or uninsured material contingent liabilities, reasonably anticipated losses, voluntary or involuntary bankruptcy filings, involuntary ambulance services contract terminations in other jurisdictions nationwide, pending contracts or porposals in other jurisdictions nationwide.

Maricopa Ambulance has no outstanding issues that may have financial bearing on the financial condition, solvency or credit worthiness of the organization.

2.5 If the Proposer or any parent/affiliate(s) is publicly traded, provide 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.

Maricopa Ambulance and its parent company, Priority Ambulance, LLC, are not publicly traded entities.

2.6 If the Proposer is not publicly traded, provide copies of independently audited financial statements (conducted in accordance with applicable independent audit standards) for the last two (2) years are required (if a Proposer has not been in operation for two (2) years, the required information should be provided for the shorter period of time the Proposer has been in operation). Should independently audited statements not be available, the Proposer shall submit financial statements together with notarized attestations of accuracy (satisfactory in substance to the City) signed by the Chief Financial Officer and Chief Executive Officer of the Proposer (as well as owners having a greater than ten percent (10%) interest in such Proposer). Current interim financial statements, prepared by a certified public accountant (which may be unaudited) must also be provided. Audited financial statements are preferred.

Please refer to Addendum 3 – 2021 and 2022 Annual Report and Consolidated Financial Statements for Priority OnDemand, parent company of Priority Ambulance, LLC and Maricopa Ambulance, LLC.

2.7 Provide detailed processes applicable to billing federal and state programs and other Payor programs to ensure required billing, documentation, and compliance. Proposer should identify its guidlines and implementation processes and procedures. Proposer's compliance reporting and resolution of compliance issues should be set forth, together with the qualifications and experience of the Proposer's compliance officer(s).

Maricopa Ambulance's patient billing is conducted at Priority Ambulance's national billing office in Indianapolis, Indiana. This national billing office processes the billing and collections for all Priority Ambulance-owned subsidiaries in the corporation's 14-state service area.

Maricopa Ambulance organizes its billing function into two phases. The first is managed locally and is based in Arizona. The second is managed centrally at Priority's national billing service center in Indiana.

The first phase we refer to as document quality assurance or "DQA". The local billing team reviews the ePCR and other records to ensure the most accurate and complete information prior to submission to the billing service center. The Maricopa Ambulance DQA team will also manage any special event or unique local billing arrangements The second phase is the actual filling of claims and billing to patients, as applicable and appropriate.

As an organization, Priority operates a robust compliance program that covers the prevention of all areas of fraud, abuse, malpractice and discrimination. We encourage all employees to report violations of our Compliance and Ethics Policy to our Chief Compliance Officer and/or via our confidential, anonymous employee hotline. All reporting is summarized and reported

to our board of directors.

Our billing center managers are Certified Ambulance Compliance Officers (CACO), and our billing managers and supervisors (as well as several of our billing personnel) are Certified Ambulance Coders (CAC) through the National Academy of Ambulance Coders. Our national billing center processes more than 600,000 claims per year to Medicare, Medicaid, private insurance and other payors with nearly one-half being emergency transports.

Contractor Billing and Collection for Fire Department EMT-P Services

Maricopa Ambulance will continue to charge fees for its services to Firefighter EMT-Ps as appropriate and permitted, and in accordance with charges established by the Arizona Department of Health Services and each Payer. Maricopa Ambulance will remain responsible for paying the Fire Department for the Services of Fire Department's employees providing services in accordance with the provisions set forth in the Arizona Ground Ambulance Rate Schedule.

Regulatory Compliance

The goal of the Maricopa Ambulance Compliance Plan is to ensure that we adhere to all applicable Medicare, Medicaid and any other federally funded health care (for ease of reference, collectively referred to as "Medicare") laws, rules and policies relating to the submission of claims for ambulance services. This includes, among other things, to ensure proper documentation of services, billing, coding and claims submission, as well as the prevention, prompt detection and appropriate action steps for health care fraud and abuse. Other purposes of the plan are to:

- Outline and emphasize the organizational commitment to accurate and lawful documentation and submission of all claims for ambulance service to Medicare and other third-party payors.
- Promote the prevention, detection and resolution of instances of conduct that is not in conformance with applicable federal or state laws, rules and regulations.
- Minimize, through early detection and reporting, any potential loss to the government from erroneous claims, as well as reduce Maricopa Ambulance's potential exposure to damages and civil and criminal penalties that might result from questionable activities.

Maricopa Ambulance/Priority Ambulance's compliance officer should be contacted when questions about compliance arise or to report potential violations or any concerns regarding compliance. To the fullest extent possible, all communication to the compliance officer will be treated confidentially. We also encourage the voluntary reporting of potential compliance issues. To this end and to encourage an open atmosphere of support for the Compliance Plan, there will be no adverse action or retaliation against any person who makes a good faith

report of a compliance concern. Reports can be made to the Maricopa Ambulance/Priority Ambulance compliance officer anonymously whenever possible.

Please see below for qualifications and experience of Maricopa Ambulance's/Priority Ambulance's Chief Compliance Officer:

DIAHAN UNDERWOOD

Chief Nursing/Compliance Officer – Priority Ambulance

Diahan Underwood interfaces with local medical directors on clinical programs and oversees compliance programs. Underwood is a Certified Ambulance Compliance Officer (CACO) through the National Academy of Ambulance Compliance.

Underwood has more than 20 years of experience in EMS and critical care nursing. Prior to joining Priority, Underwood worked at Central EMS in Georgia, as director of nursing and critical care services and chief flight nurse for Central Air Ambulance from 2010 to 2017.

Underwood is a member of the American Association of Critical Care Nurses Foundation and serves on the Georgia State Medical Assessment Team Advisory Board Foundation and serves on the Georgia State Medical Assessment Team Advisory Board.

2.8 REFERENCES: Firms shall include a brief background on all existing municipal ambulance service accounts in the State of Arizona and nationwide. Information shall include the name of the account, contact person, phone number, and length of time servicing the account.

Maricopa Ambulance was founded in 2016 with a leadership team that has extensive experience successfully designing EMS systems, overseeing operations and working with first responder agencies in Maricopa County and the City of Glendale. Maricopa Ambulance is the incumbent 9-1-1 provider for the City of Glendale, as well as the current provider for the City of Scottsdale, City of Chandler and City of Surprise (9-1-1 backup), responding collectively to more than 46,000 emergency 9-1-1 calls annually. Maricopa Ambulance's sister company, Priority Ambulance of Arizona, also provides 9-1-1 responses in Yavapai County under the company's Certificate of Necessity for that county granted in 2022.

In 2016, Priority entered Maricopa County and the Phoenix-area market – the fourth-largest county in the country – after being granted a certificate of necessity to provide a choice in a market that previously had been a monopoly. The operation was branded Maricopa Ambulance to reflect the expansive county, which covers more than 9,000 square miles of urban, suburban, rural and desert land with a population of 4.6 million.

Over the next six years, Maricopa Ambulance built additional customized response models with its fire department partners, including supplemental response to fire department ambulance services and fully shared staffing.

City of Scottsdale

In 2018, Maricopa Ambulance began serving as the exclusive 9-1-1 EMS provider with Scottsdale Fire Department, a deeply integrated public-private partnership model where firefighter-paramedics ride in on BLS ambulances, allowing for ALS response capabilities.

Maricopa Ambulance dedicated 14 ambulances to the Scottsdale 9-1-1 EMS system, with ambulances staffed by two EMTs. Scottsdale Fire Department paramedics ride along in the ambulances to provide advanced life support (ALS) levels of care.

Maricopa Ambulance's contract with the City of Scottsdale was renewed in 2021 for an additional three years, with Scottsdale Fire Chief Tom Shannon saying: "Maricopa Ambulance has met our expectations and together we have built a true partnership starting with collaborative leadership and extending to the firefighters, EMTs and paramedics in the field. The Scottsdale EMS system delivers consistently excellent and responsive care, and we look forward to continuing that relationship in the future."

City of Glendale

In 2019, Maricopa Ambulance was selected as the 9-1-1 EMS provider to the City of Glendale in partnership with the Glendale Fire Department. Maricopa Ambulance provided 13 new ambulances to the Glendale EMS system, as well as ALS-equipped quick response vehicles for paramedic supervisors, Lucas automated chest compression devices.

Since that time, Maricopa Amblance has responded to more than 25,825 calls for 9-1-1 service in the City of Glendale and transported more than 18,828 patients.

City of Chandler

In early 2021, the City of Chandler selected Maricopa Ambulance as its 9-1-1 ambulance service partner followign a competitive bidding process. The four-year contract began January 2022, with 10 new co-branded ambulances dedicated to the contract.

In Chandler, Maricopa Ambulance staffs seven ambulances during day-time hours with one EMT, and the Chandler Fire Department provides one firefighter-paramedic to deliver ALS services. Each ambulance is specially configured to house firefighter turnout gear and extrication equipment, providing maximum flexibiity during responses to any type of emergency.

Yavapai County

In June 2022, the Arizona Department Health Services granted a Certificate of Necessity to Priority Ambulance of Arizona to provide emergency and nonemergency ground ambulance service to the majority of Yavapai County and portions of Coconino and Maricopa counties.

Priority Ambulance of Arizona responds to 9-1-1 calls in conjunction with Central Arizona Fire & Medical Authority, as well as provides nonemergency medical transportation services to healthcare facilities in the region.

Please see the following for details and contacts for Maricopa Ambulance's Arizona, municipal and county 911 service areas:

Contract:	City of Scottsdale, Arizona		
Community Makeup:	258,069 – Urban/Suburban/Rural	**Service Period:**	2018-present
Type & Level of Service:	Primary 9-1-1 Ambulance Response – BLS (Fire Department provides ride-along ALS)	**Contact:**	Tom Shannon, Fire Chief 480-312-8000 tshannon@scottsdaleaz.gov

Contract:	City of Glendale, Arizona		
Community Makeup:	252,381 – Urban/Suburban/Rural	**Service Period:**	2019-present
Type & Level of Service:	Primary 9-1-1 Ambulance Response	**Contact:**	Ryan Freeburg, Fire Chief 623-930-4400 rfreeburg@glendaleaz.com

Contract:	City of Chandler, Arizona		
Community Makeup:	257,076 – Suburban/Rural	**Service Period:**	2022-present
Type & Level of Service:	9-1-1 Ambulance Response – Shared staffing model with fire department paramedics	**Contact:**	Tom Dwiggins, Fire Chief 480-782-2120 Tom.dwiggins@chandleraz.gov

Contract:	City of Goodyear, Arizona (previous contract ended February 2023)		
Community Makeup:	85,840 – Suburban/Rural	**Service Period:**	2019-present
Type & Level of Service:	Primary 9-1-1 Ambulance Response	**Contact:**	Paul Luizzi, Fire Chief 623-882-7109 paul.luizzi@goodyearaz.gov

Additionally, the Company provides the following information for 9-1-1 contract references across the nation:

Contract:	Cobb County, Georgia (South Zone)		
Community Makeup:	350,000 – Urban/Suburban	**Service Period:**	2001-present
Type & Level of Service:	Primary 9-1-1 Ambulance Response & Interfacility Service	**Contract Administrator:**	Nick Adams Deputy Chief of EMS 770-528-8304 nick.adams@cobbcounty.org

Contract:	Baptist Memorial Health Care (10 9-1-1 contracts in Tennessee, Mississippi & Arkansas)		
Community Makeup:	TOTAL: 327,892 Tipton County, TN; Lafayette County, MS; Crittenden County, AR; Obion County, TN; Carroll County, TN; Prentiss County, MS; Union County, MS; Attala County, MS; Chickasaw County, MS; Calhoun	**Service Period:**	2017-present

	County, MS		
Type & Level of Service:	Primary 9-1-1 Ambulance Response – ALS & Interfacility Service	**Contract Administrator:**	Derick Ziegler, SVP derick.ziegler@bmhcc.org (901) 227-5197

Contract:	Loudon County, Tennessee		
Community Makeup	54,058 – Suburban/Rural	**Service Period:**	2015-present
Type & Level of Service:	Primary 9-1-1 Ambulance Response – ALS	**Contact:**	Don White Public Safety Director (865) 986-2715 dwhite@lenoircitytn.gov

Contract:	Forsyth County, Georgia		
Community Makeup:	244,252 - Urban/Suburban/Rural	**Service Period:**	2016-present
Type & Level of Service:	Primary 9-1-1 Ambulance Response – ALS	**Contact:**	Barry Head, Fire Chief 770-781-2180 bghead@forsythco.com

Contract:	Anderson County, South Carolina		
Community Makeup:	202,558 – Suburban/Rural	**Service Period:**	1982-present
Type & Level of Service:	Primary 9-1-1 Ambulance Response - ALS	**Contact:**	Don McCown, Asst. EMS Director (864) 260-4057 dmccown@andersoncountysc.gov

Contract:	Athens-Clarke County, Georgia		
Community Makeup:	126,913 – Suburban/Rural	**Service Period:**	2008-present
Type & Level of Service:	Primary 9-1-1 Ambulance Response – ALS	**Contact:**	Jeff Scarbrough, Fire Chief Jeferry.Scarborough@accgov.com 706-613-3360

Contract:	Newton County, GA		
Community Makeup:	111,744 - Suburban/Rural	**Service Period:**	2021-present
Type & Level of Service:	Primary 9-1-1 Ambulance Response – ALS	**Contact:**	Bill Love, COO, Piedmont Newton William.Love@piedmont.org (770) 786-7053

Contract:	Rockdale County, Georgia		
Community Makeup:	90,896 – Suburban/Rural	**Service Period:**	1983-present
Type & Level of Service:	Primary 9-1-1 Ambulance Response – ALS	**Contact:**	Dan Morgan, Director of Emergency Management Dan.Morgan@rockdalecountyga.gov 770-278-8401

Contract:	City of Greenwood, Indiana		
Community Makeup	59,458 – Suburban	**Service Period:**	2016-present
Type & Level of Service:	Primary 9-1-1 Ambulance Response - ALS	**Contact:**	Darin Hoggatt, Fire Chief 317-882-2599 hoggattd@greenwood.in.gov

Contract:	Franklin County, Tennessee		
Community Makeup	42,208 – Suburban/Rural	**Service Period:**	2019-present
Type & Level of Service:	Primary 9-1-1 Ambulance Response – ALS	**Contact:**	Chris Guess, County Mayor 931-967-2905 cguess@franklincotn.us

Contract:	Oconee County, Georgia		
Community Makeup:	40,280 – Suburban/Rural	**Service Period:**	2008-present
Type & Level of Service:	Primary 9-1-1 Ambulance Response – ALS	**Contact:**	Dee Burkett, VP Piedmont Athens Regional Dee.Burkett@piedmont.org 706-278-8401

Contract:	Fremont County, WY		
Community Makeup:	39,234 - Rural	**Service Period:**	2021-present
Type & Level of Service:	Primary 9-1-1 Ambulance Response – ALS	**Contact:**	Larry Allen, County Commissioner larry.allen@fremontcountywy.gov 307-876-2696

Contract:	Marion County, Tennessee		
Community Makeup:	28,907 – Rural	**Service Period:**	2012-present
Type & Level of Service:	Primary 9-1-1 Ambulance Response – ALS	**Contact:**	David Jackson, Mayor 423-942-2552 djackson@marioncountytn.net

Contract:	City of Bessemer, Alabama		
Community Makeup	26,472 – Suburban	**Service Period:**	2015-present
Type & Level of Service:	Primary 9-1-1 Ambulance Response – ALS	**Contact:**	Randall McFarland, Fire Chief (205) 915-6899 rmcfarland@bessemeral.org

Contract:	City of Franklin, Indiana		
Community Makeup	25,608 – Suburban/Rural	**Service Period:**	2009-present
Type & Level of Service:	Primary 9-1-1 Ambulance Response – ALS	**Contact:**	Dan McElyea, Fire Chief 317-736-3650 dmcelyea@franklin.in.gov

Contract:	Morgan County, Georgia		
Community Makeup:	19,276 – Suburban/Rural	**Service Period:**	1988-present
Type & Level of Service:	Primary 9-1-1 Ambulance Response – ALS	**Contact:**	Adam Mestres, County Manager 706-342-0725 amestres@morgancountyga.gov

Contract:	Tipton County, Indiana		
Community Makeup	15,148 – Suburban	**Service Period:**	2010-present
Type & Level of Service:	Primary 9-1-1 Ambulance Response – ALS	**Contact:**	Jeff Ogden, Fire Chief (765) 675-4633 firechief@tipton.in.gov

Contract:	Sequatchie County, Tennessee		
Community Makeup:	15,026 – Rural	**Service Period:**	2014-present
Type & Level of Service:	Primary 9-1-1 Ambulance Response – ALS	**Contact:**	Keith Cartwright, Mayor 423-322-5492 segexec@bledsoe.net

SECTION 3. CAPABILITIES AND METHODS OF OPERATIONS

3. PROVIDE A THOROUGH DESCRIPTION OF ALL CAPABILITIES AND METHODS IN THE FOLLOWING AREAS OF OPERATIONS:

3. a. System planning and deployment capabilities and methods.

System Planning and Deployment

A data-driven approach to design an EMS system is critical to ensuring that Maricopa Ambulance is maximizing its resources to provide the best possible emergency coverage to the City.

Maricopa Ambulance has the expertise, knowledge of system status management and experience as the current provider in the City of Glendale to design the best EMS system possible. In partnership with our executive leadership team, which are recognized experts in SSM and EMS system design, world-renowned SSM consultant Jonathan Washko assisted in the analysis and development of this deployment plan based on data made available by the City of Glendale.

Deployment planning is a continuously ongoing process. As the community shifts and changes with time and seasonal changes, the ambulance posting and resource plan is ever-evolving to meet call demand and to ensure that response time requirements are always met. Maricopa Ambulance will review data on an ongoing basis and will work with the Glendale Fire Department to adjust the posting plan as needed to best meet the system's needs.

The use of system status management allows us to ensure we will perform to responses to first priority calls in the required time frame. Continuous deployment planning allows us to adjust as the community changes and grows to always meet the needs of the community.

As discussed earlier in this proposal, Maricopa Ambulance is presenting options for system and deployment planning that take into consideration a 95% combined response time performance threshold (as clarified in RFP Addendum 2 and the City's response to Question 8) and the 90% response time performance threshold contained in the current ambulance services contract.

Option A: Meets or exceeds most specifications of the RFP, including the 95% response time threshold, with compliance determined by a combined Code 3 and Code 2 standard. Option A increases the number of peak ambulances to 12, with the attendant increase in costs. The increase in the number of ambuances to meet the 95% response time performance shall be subject to AZDHS approval and a General Rate Increase in excess of the automatic rate increases proscribed in ARS 36-2234 E sufficient to cover the increased cost of captial and resources sufficient to maintain the required level of preparedness.

Option B: Meets all requirements under the current City of Glendale emergency medical services contract, including current response time requirements. Option B maintains the current AZDHS approved rates and charges. Option B includes the initial purchase and placement of specifically configured medical supply vending machines, in order to more accurately track replacement medical suppies, in all Glendale Fire stations at no cost to the City within one year of the contract being approved by AZDHS.

In the following pages, Maricopa Ambulance will explain its approach to the development of its deployment plan and provide statistical evidence that the plan will be effective in providing excellent service to the people of Glendale. Additionally, Maricopa Ambulance will further detail its continuous analysis and deployment optimization process to further customize our service to the communities we serve.

Methodology

Reliability in meeting response time performance outcomes is a function of many variables. These include unit availability, proprietary EMS agency deployment practices and technologies, optimized operational processes, understanding network impedance (road speed / traffic impact) and travel distance. Additionally, response time performance requires an understanding of the local topography, geography, road network density and finally EMS geospatial demand patterns to ensure successful, reliable and safe responses to the community's EMS needs.

Maricopa Ambulance is leveraging its experience in high-performance EMS system design and deployment planning to provide a proposed deployment plan, combined with a continuous plan optimization process, to ensure response time performance continuously exceeds the RFP requirements and is a testament to our commitment to the community.

Our due diligence in the development of our deployment plan includes an expert assessment of the community, development of proposed station locations based on an analysis of drive time capability, the use of GIS mapping technology to test initial geographic posting locations, a road network assessment to confirm road impedance values, an initial deployment plan which prioritizes our resources deployment based on geographic coverage and a proposed customized methodology for continuous deployment plan optimization as the system gathers data and then learns from this data.

Understanding Deployment Needs Through Data

Data driven deployment planning is a vital piece in the response time equation. Understanding various patterns within the community's EMS data informs a sophisticated EMS provider with the information necessary to proactively develop methods and plans to ensure that the right number of ambulances, are available in the right place and at the right time. By doing this, an EMS provider can achieve efficient and effective response times that are safe, reliable, affordable and are employee friendly.

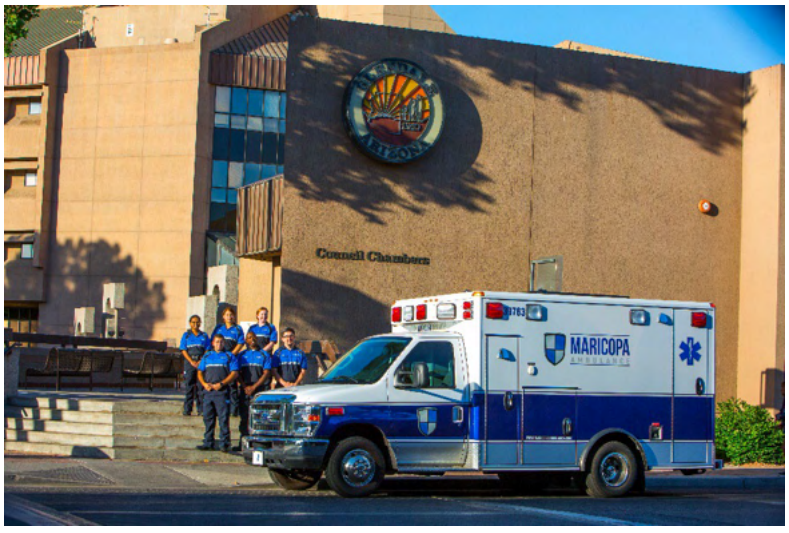
As part of our analytics package, Maricopa Ambulance looks at many different variables in order to shape our deployment plans to the communities we serve. These include understanding the EMS system's call volume, seasonality, geo-spatial demands, geo-temporal demands, temporal demands and temporal consumption of EMS resources.

With this information in hand, we are then able to build coverage plans and schedules that minimally meets the standards of the RFP but ultimately exceed the expectations of the community we serve.

Geotemporal / Geospatial Demand

Our geotemporal and geospatial demand assessment reveals how EMS demand for service changes over day and time. In the examples below, we compare and contrast EMS demands for different hours of the day and different days of the week to highlight the changes that can happen as the human behavior patterns that drive population movement within a community ebb and flow over time, thus driving the need for EMS resources to be at different locations at different times.

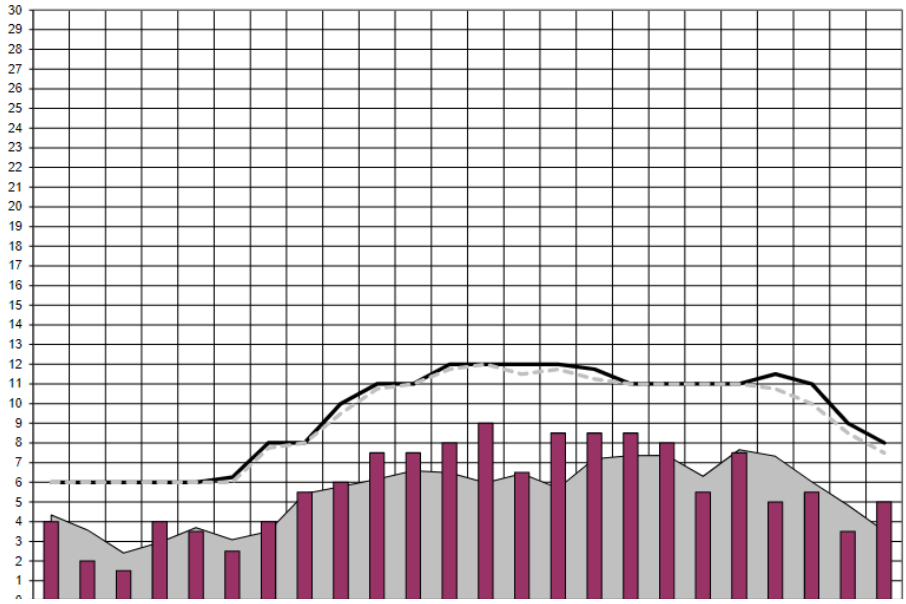
The daily demand analysis charts on the following pages show three-year historical demand and consumption in the Glendale EMS system through Dec. 31, 2022 at 95% as well as 90% response times.



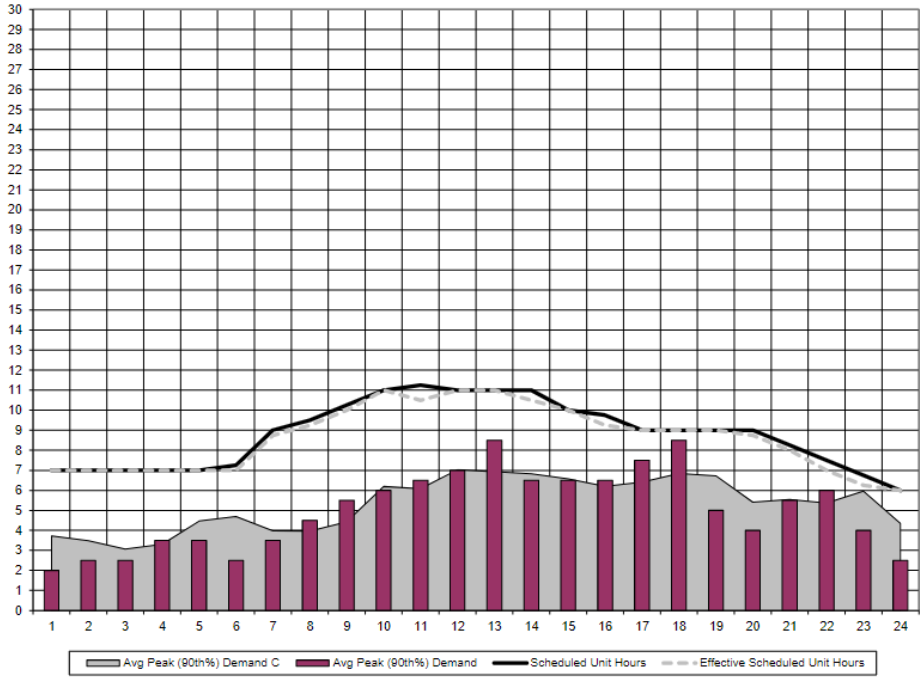
95% Response Times (Option A)

Significantly more unit hours and two additional ambulances are added to the deployment plan under the 95% combined coverage Option A.

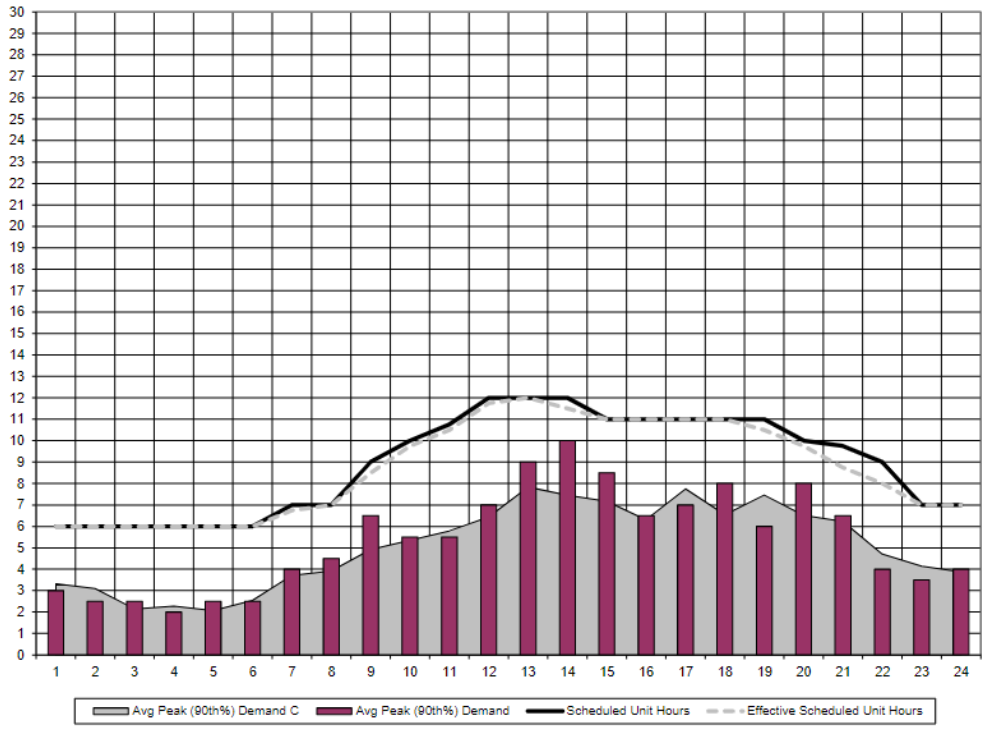
Mon Chart - Demand Analysis & Consumption Glendale EMS thru 12-31-22 95% Coverage



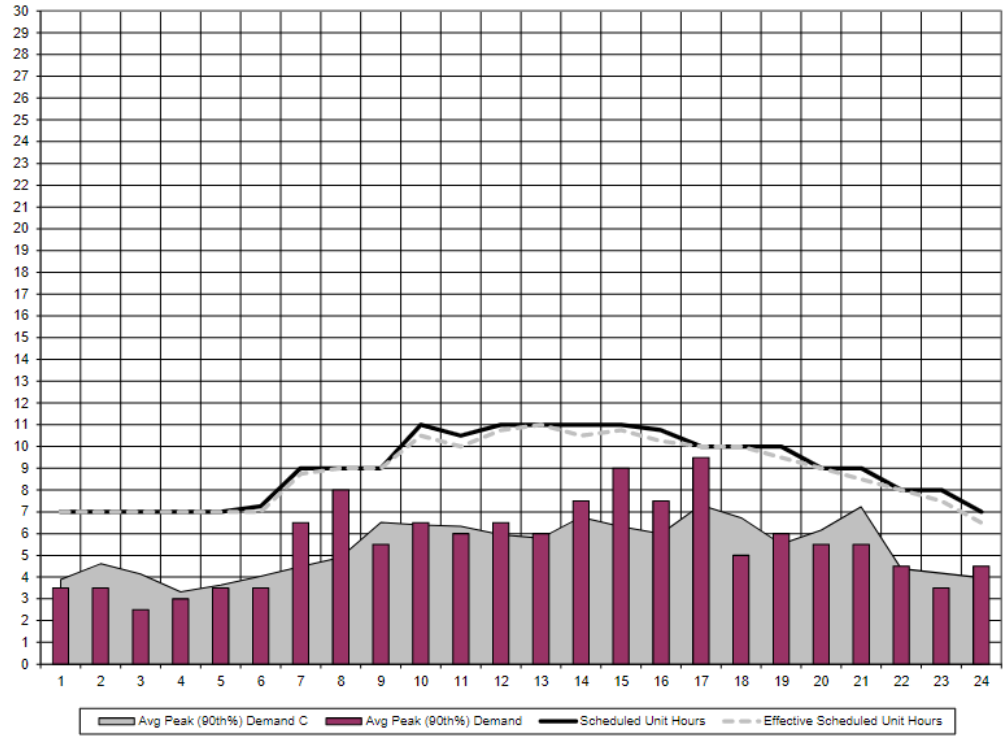
Tue Chart - Demand Analysis & Consumption Glendale EMS thru 12-31-22 95% Coverage



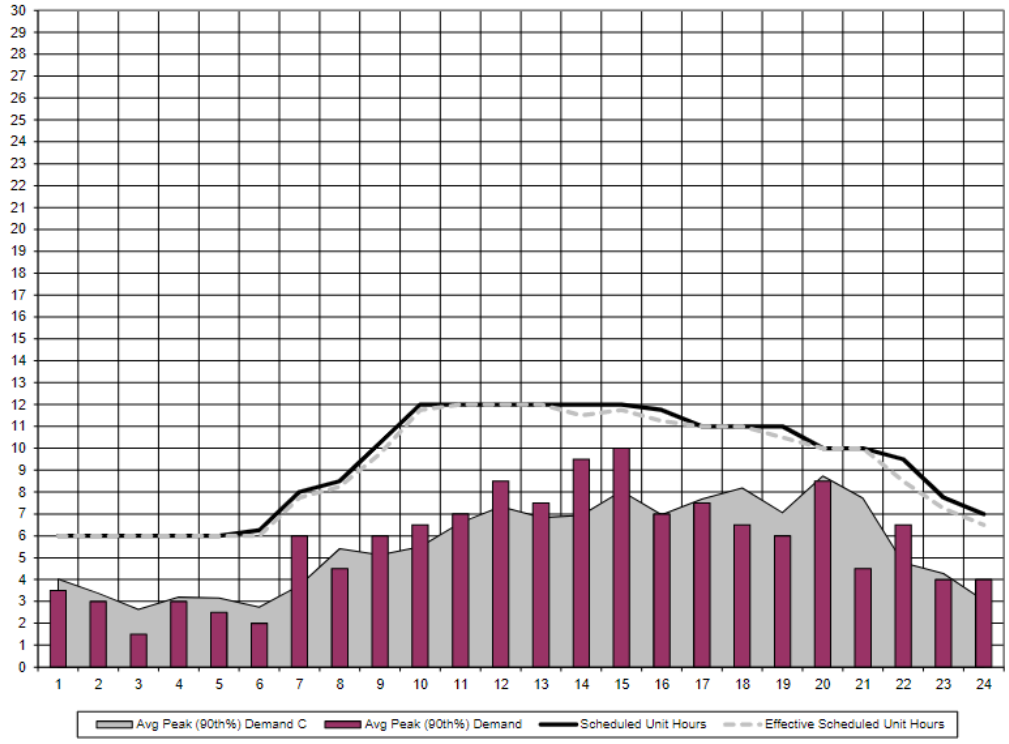
Wed Chart - Demand Analysis & Consumption Glendale EMS thru 12-31-22 95% Coverage



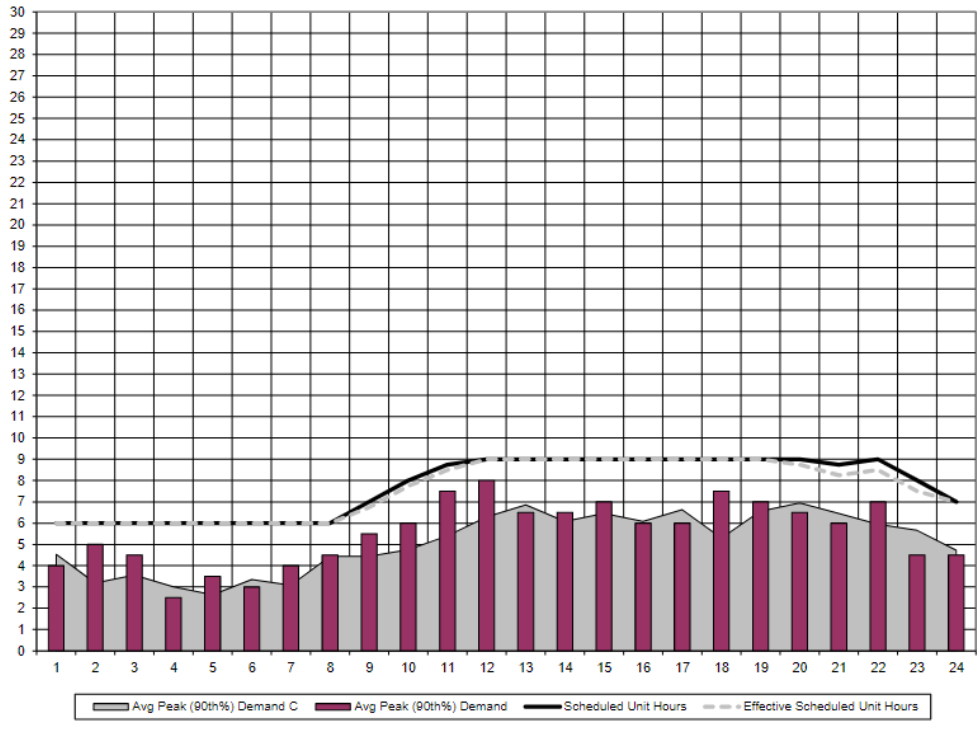
Thu Chart - Demand Analysis & Consumption Glendale EMS thru 12-31-22 95% Coverage

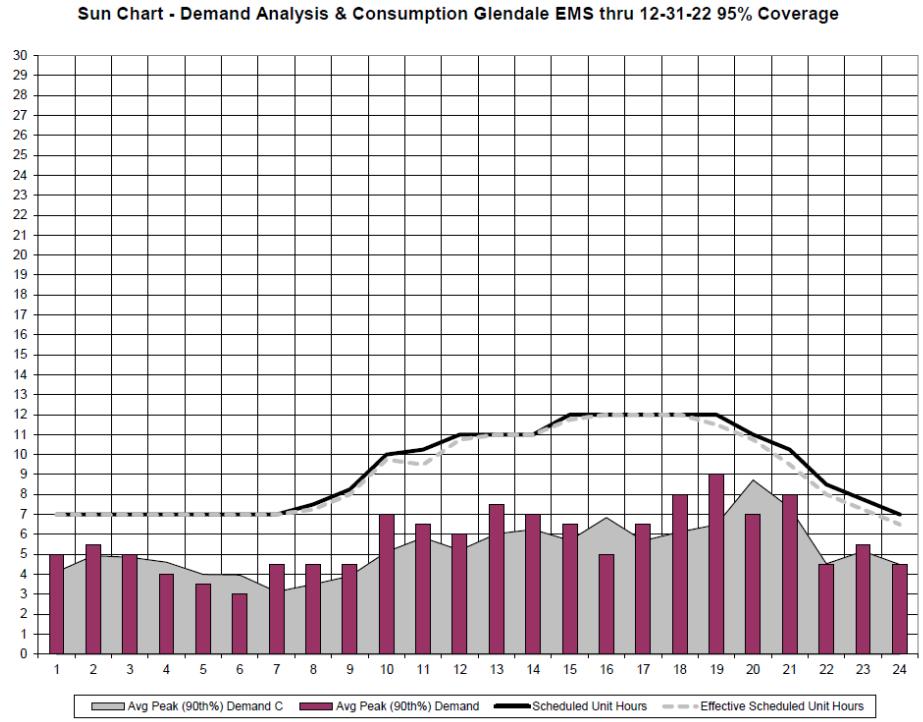


Fri Chart - Demand Analysis & Consumption Glendale EMS thru 12-31-22 95% Coverage



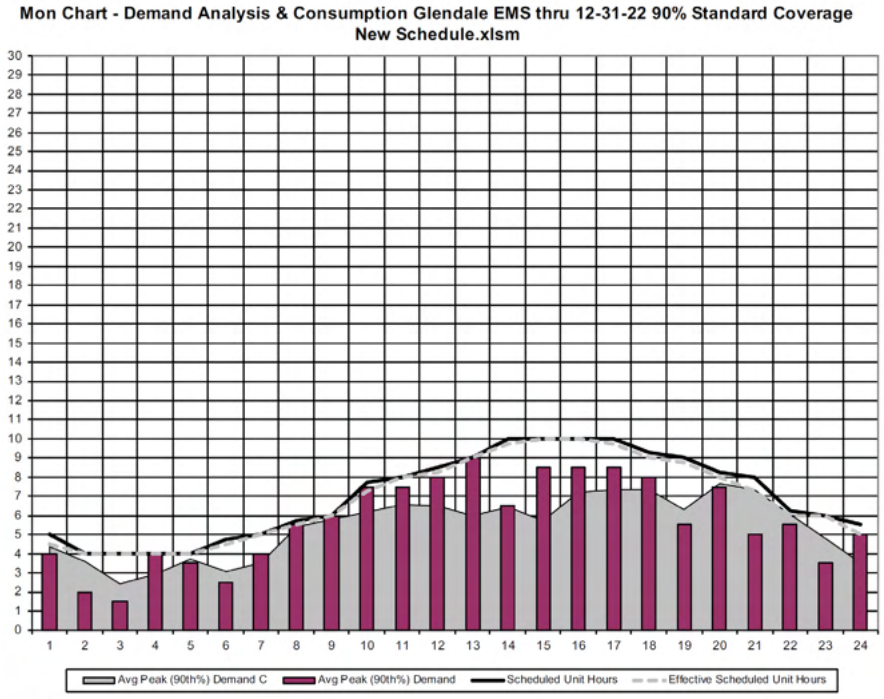
Sat Chart - Demand Analysis & Consumption Glendale EMS thru 12-31-22 95% Coverage



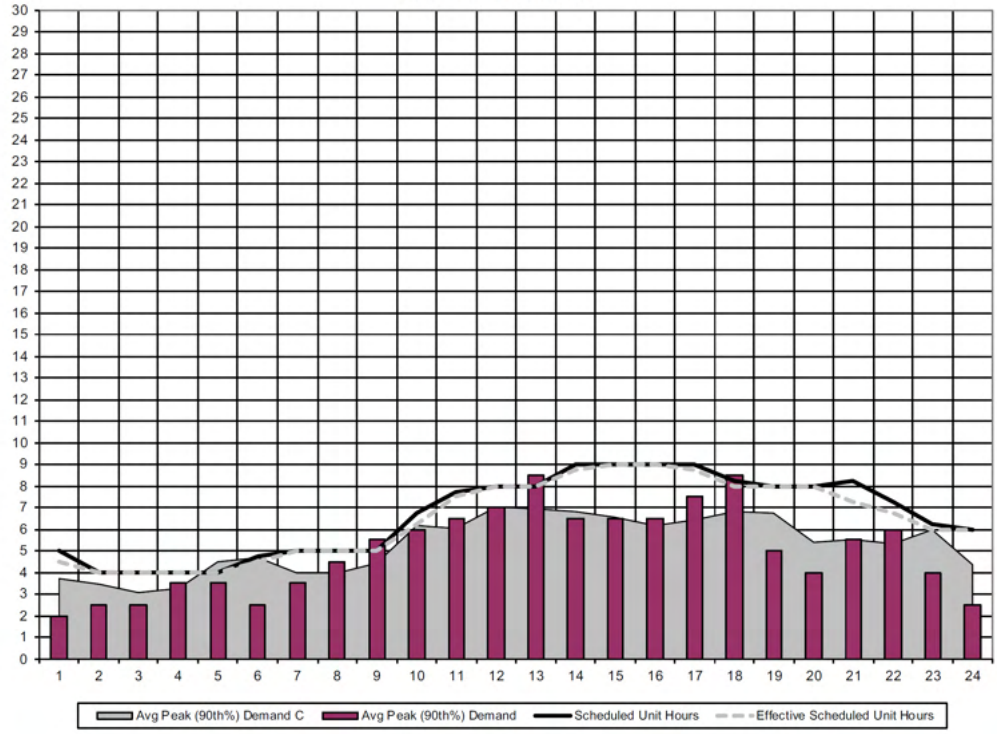


90% Response Time Coverage with New Stations & Posts (Option B)

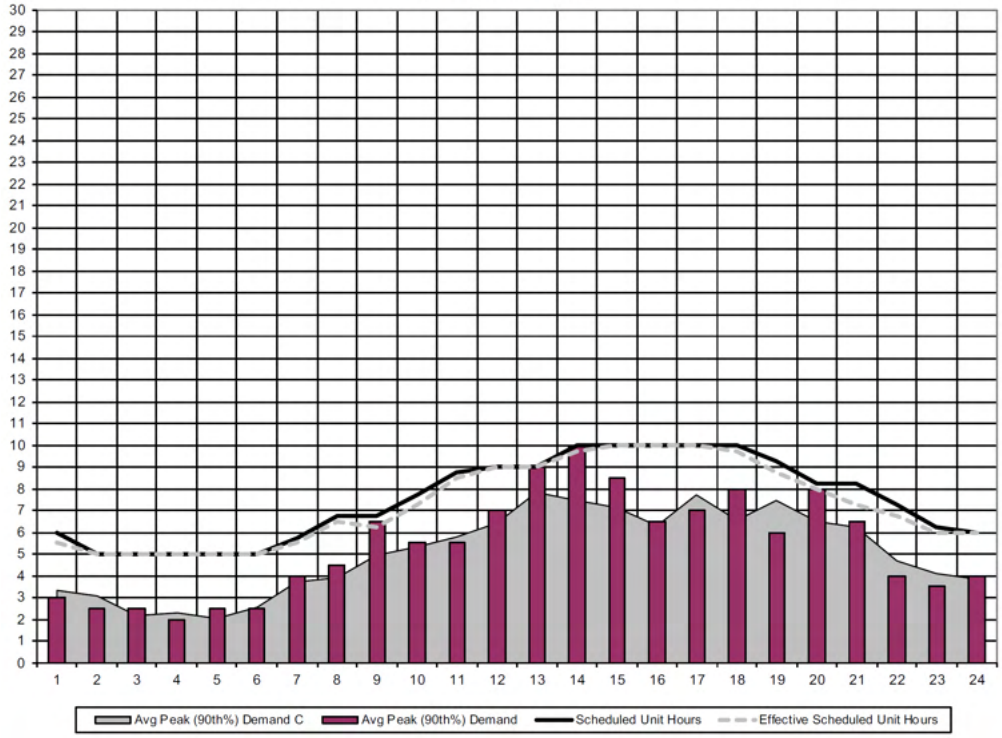
Maricopa Ambulance identified an opportunity through this proccess to review historic demand patterns and to develop a schedule that will result in improved coverage. Additionally, new station locations also improve the ablity to meet response time standards.



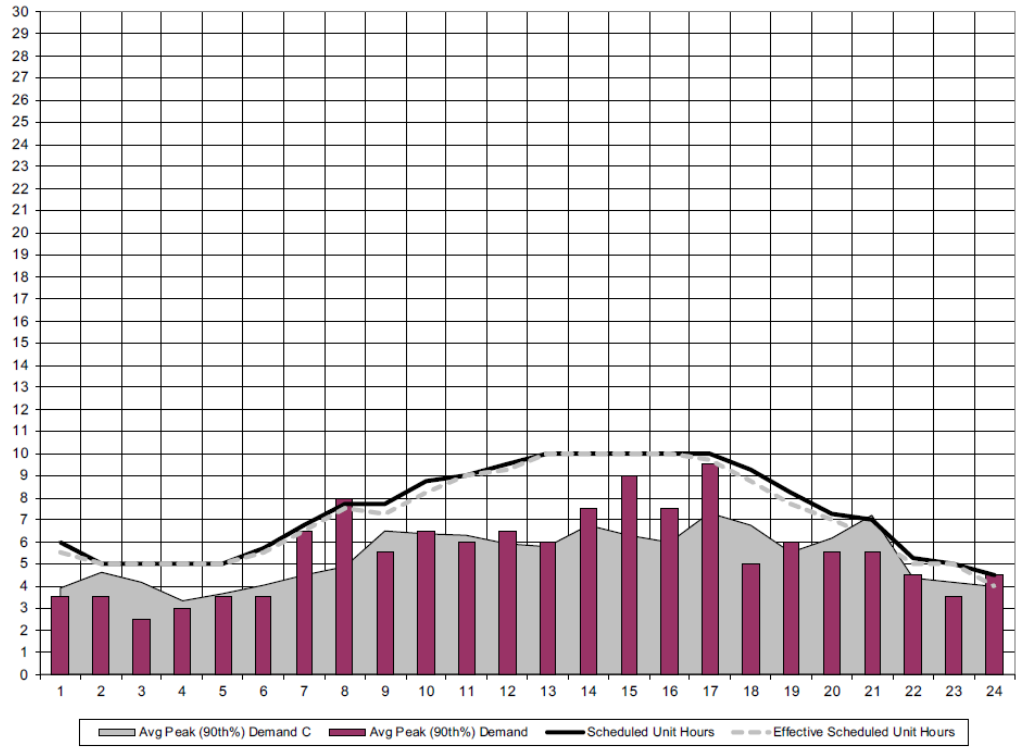
Tue Chart - Demand Analysis & Consumption Glendale EMS thru 12-31-22 90% Standard Coverage New Schedule.xlsm



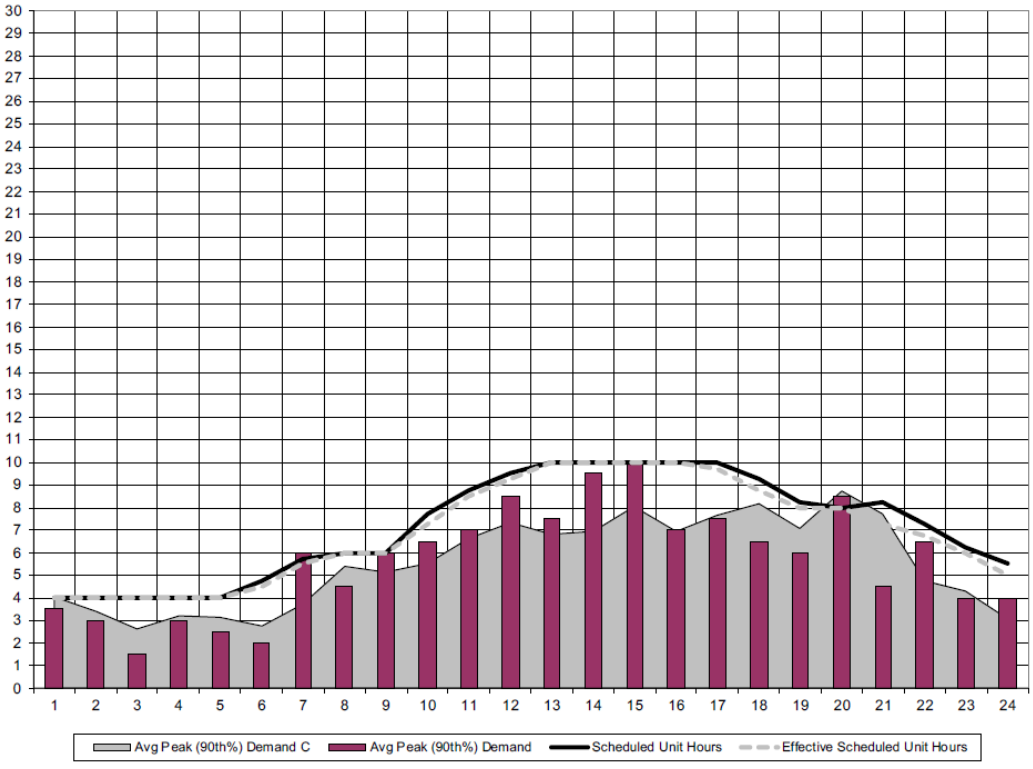
Wed Chart - Demand Analysis & Consumption Glendale EMS thru 12-31-22 90% Standard Coverage New Schedule.xlsm



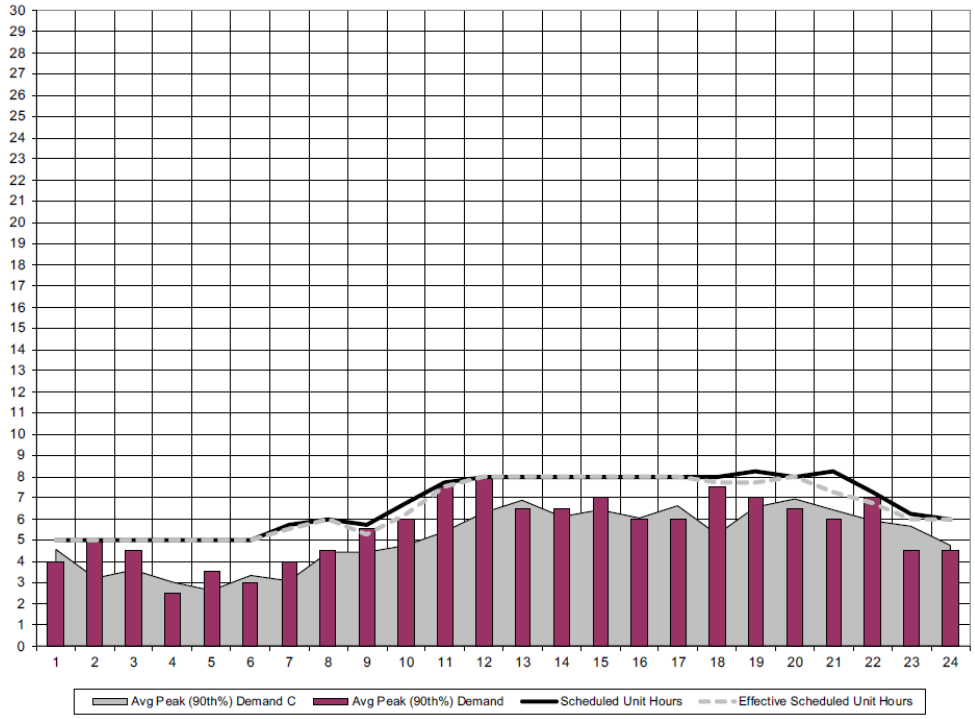
Thu Chart - Demand Analysis & Consumption Glendale EMS thru 12-31-22 90% Standard Coverage New Schedule.xlsm



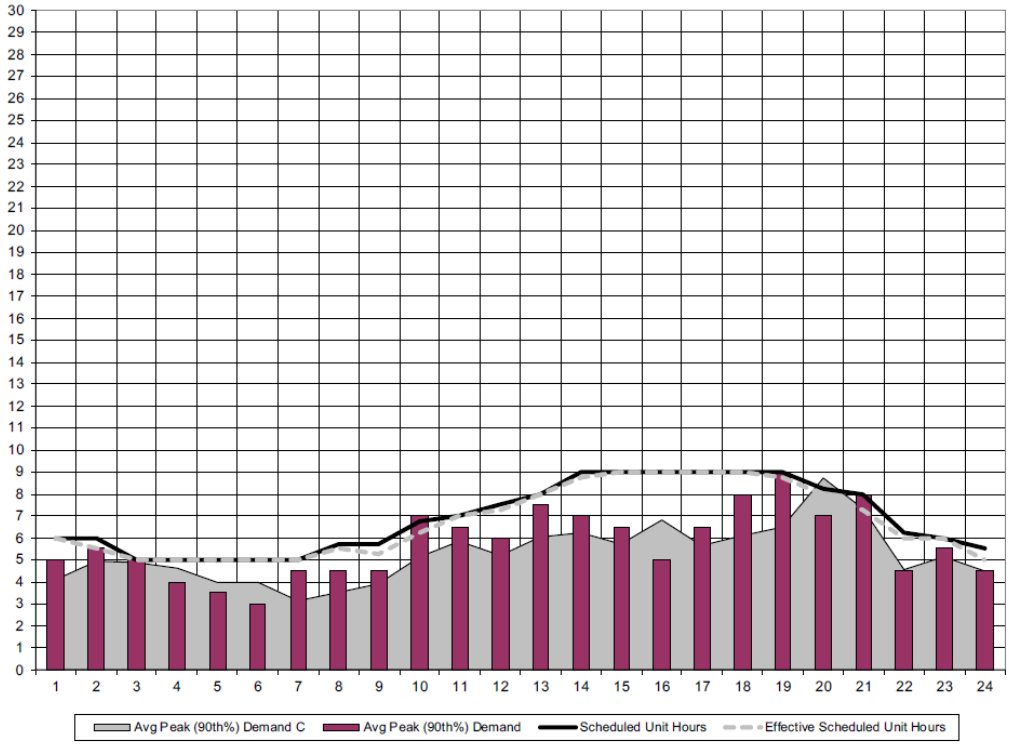
Fri Chart - Demand Analysis & Consumption Glendale EMS thru 12-31-22 90% Standard Coverage New Schedule.xlsm



Sat Chart - Demand Analysis & Consumption Glendale EMS thru 12-31-22 90% Standard Coverage New Schedule.xlsm



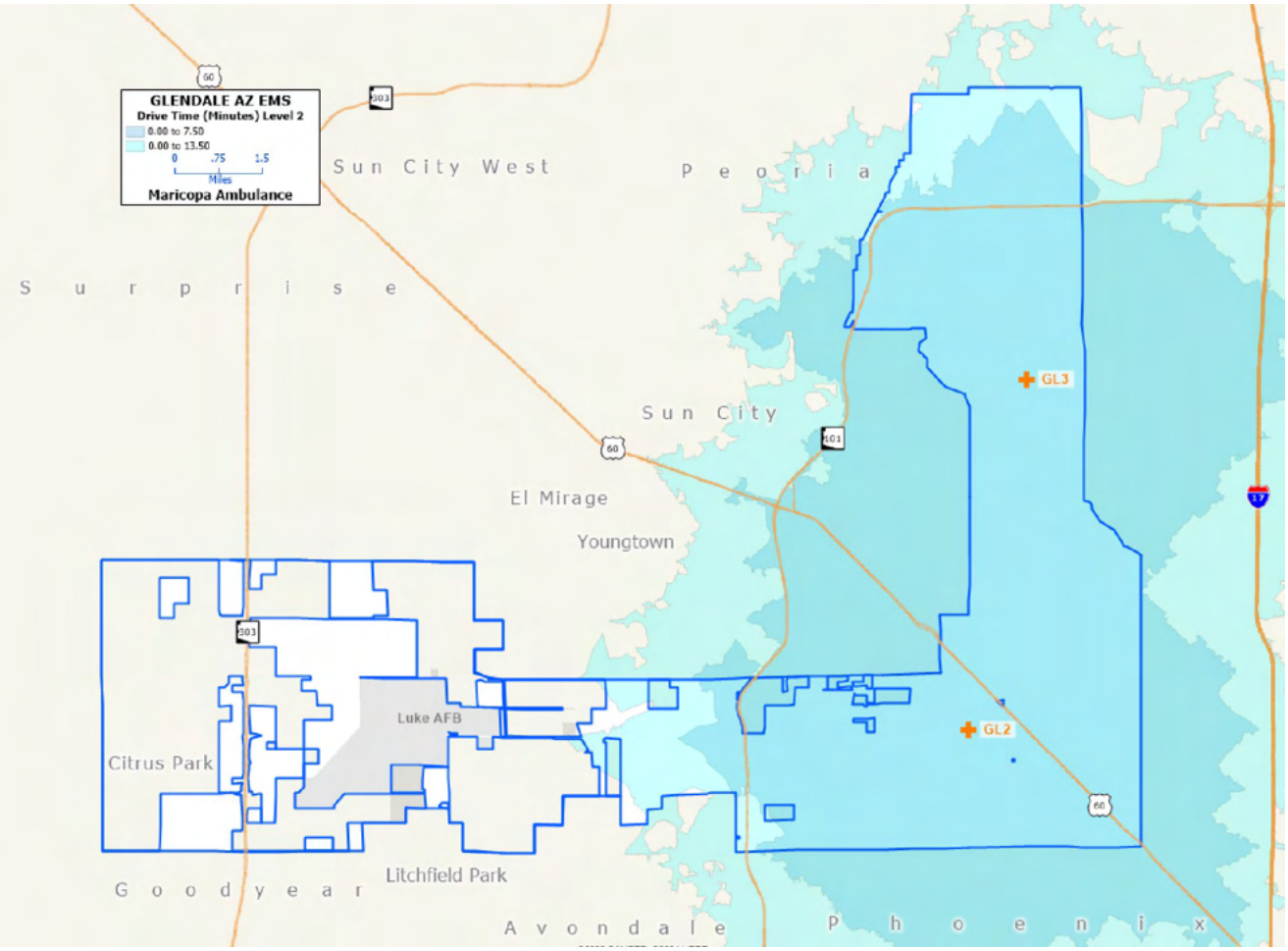
Sun Chart - Demand Analysis & Consumption Glendale EMS thru 12-31-22 90% Standard Coverage New Schedule.xlsm



Drive-Time Maps

Maricopa Ambulance has determined through its drive-time and station location analysis that new station locations and one additional crew station can significantly improve deployment and response times.

For example, the following map illustrates that at Level 2 (when there are two ambulances available in the City), the ambulances would be assigned to stations GL2 (N. 67th Ave. & W. Glendale Ave.) and GL3 (59th Ave. & W. Thunderbird Road). From those locations, the drive-time map demonstrates that the ambulances will arrive on-scene to 97% of the three-year historical calls for service within 7 ½ minutes of drive time.



In Exhibit 7, we include a specific drive-time analysis map for each level on the System Status Plan, as well as for each station location.

Temporal Demand and Temporal Consumption

As part of our deployment planning, we analyze the temporal demand (Average Peak Demand) and temporal consumption (Average Peak Demand C) of the service area to ensure that the number of resources to meet demand is optimized. In this analysis, we are able to use predictive modeling to determine the likelihood of the number of EMS calls during a given hour of a given day. Additionally, we are also able to predict the amount of time consumed performing this work, so that calls that can take longer to complete (such as those that originate in the far outreaches of the service area that have longer transport times to the hospital) can be included in our resource calculations.

Initial Deployment Plan

Based on the above-mentioned analytics and approach, our initial deployment plan includes three elements: A Unit Hour Coverage Plan (UHCP), a list of proposed station and street corner posting locations and a Geographic Deployment Plan (or System Status Plan) that provides a prioritized list of stations and posts to be covered as hours, days and system levels change to continuously optimize our resources and minimize response times to the patients we serve.

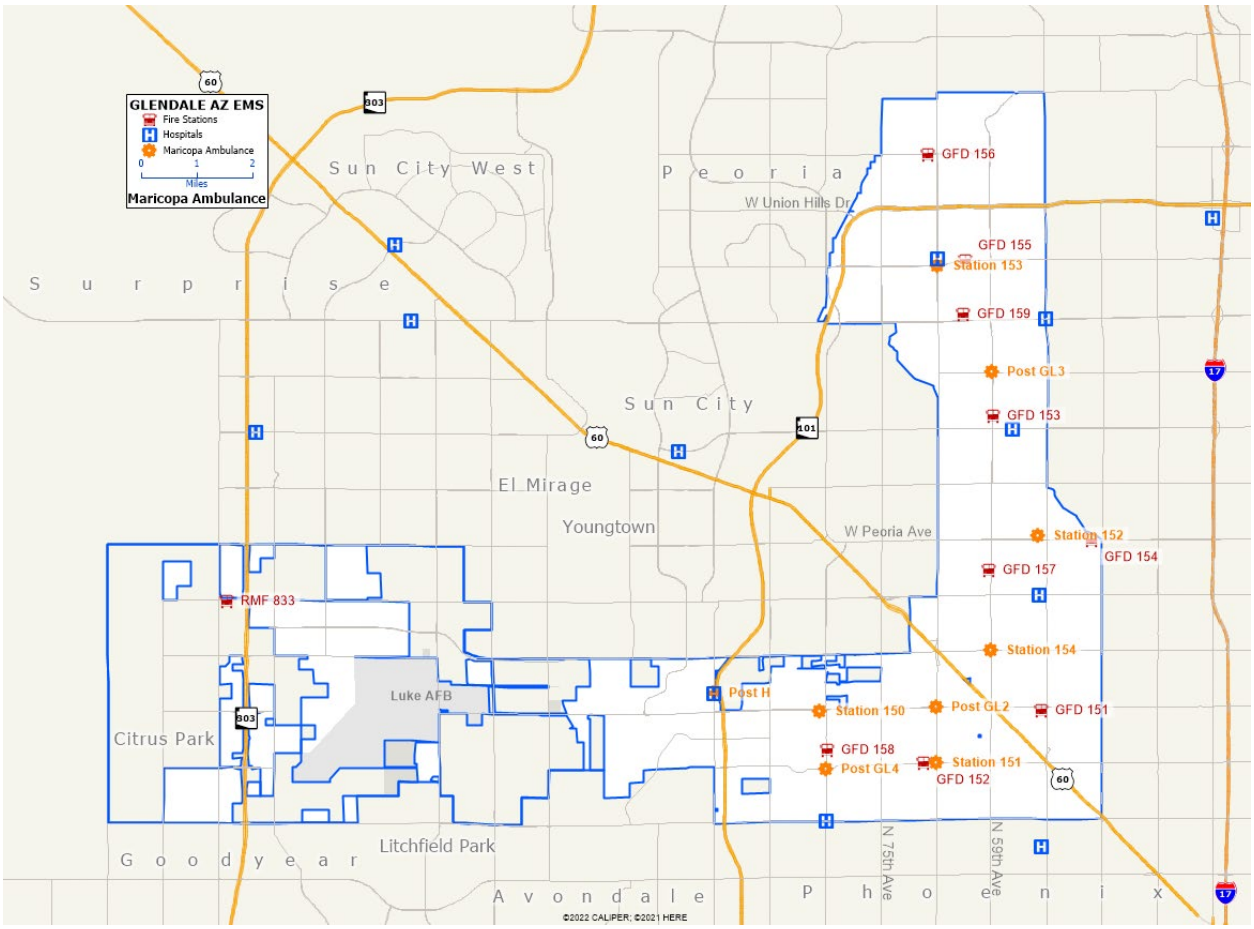
Option A: Unit Hour Coverage Plan (UHCP):

Our initial UHCP includes a combination of 24-hour and 12 hour-shifts producing a total of 1500 Unit Hours per week. The proposed coverage plan was developed using our proprietary approach to predictive modeling that ensures we have the right number of ambulances available for each hour of the day and each day of the week combined with our assessment of the geographic coverage needs, seasonality and consumption expectations of the system.

The following table represents Maricopa Ambulance's initial UHCP by hour of day and day of week.

	Scheduled Unit Hours																						
	0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	
Actual UH	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	0:00	Totals
Mon	6.0	6.0	6.0	6.0	6.0	6.3	8.0	8.0	10.0	11.0	11.0	12.0	12.0	12.0	12.0	11.8	11.0	11.0	11.0	11.0	11.5	11.0	9.0	8.0	227.5
Tue	7.0	7.0	7.0	7.0	7.0	7.3	9.0	9.5	10.3	11.0	11.3	11.0	11.0	11.0	10.0	9.8	9.0	9.0	9.0	9.0	8.3	7.5	6.8	6.0	210.5
Wed	6.0	6.0	6.0	6.0	6.0	6.0	7.0	7.0	9.0	10.0	10.8	12.0	12.0	12.0	11.0	11.0	11.0	11.0	11.0	10.0	9.8	9.0	7.0	7.0	213.5
Thu	7.0	7.0	7.0	7.0	7.0	7.3	9.0	9.0	9.0	11.0	10.5	11.0	11.0	11.0	11.0	10.8	10.0	10.0	10.0	9.0	9.0	8.0	8.0	7.0	216.5
Fri	6.0	6.0	6.0	6.0	6.0	6.3	8.0	8.5	10.3	12.0	12.0	12.0	12.0	12.0	12.0	11.8	11.0	11.0	11.0	10.0	10.0	9.5	7.8	7.0	224.0
Sat	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	7.0	8.0	8.8	9.0	9.0	9.0	9.0	9.0	9.0	9.0	9.0	9.0	8.8	9.0	8.0	7.0	185.5
Sun	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.5	8.3	10.0	10.3	11.0	11.0	11.0	12.0	12.0	12.0	12.0	12.0	11.0	10.3	8.5	7.8	7.0	222.5
Totals	45.0	45.0	45.0	45.0	45.0	46.0	54.0	55.5	63.8	73.0	74.5	78.0	78.0	78.0	77.0	76.0	73.0	73.0	73.0	69.0	67.5	62.5	54.3	49.0	1500.0

Option A Maricopa Ambulance station locations relative to City of Glendale Fire Department stations are shown in the following map:



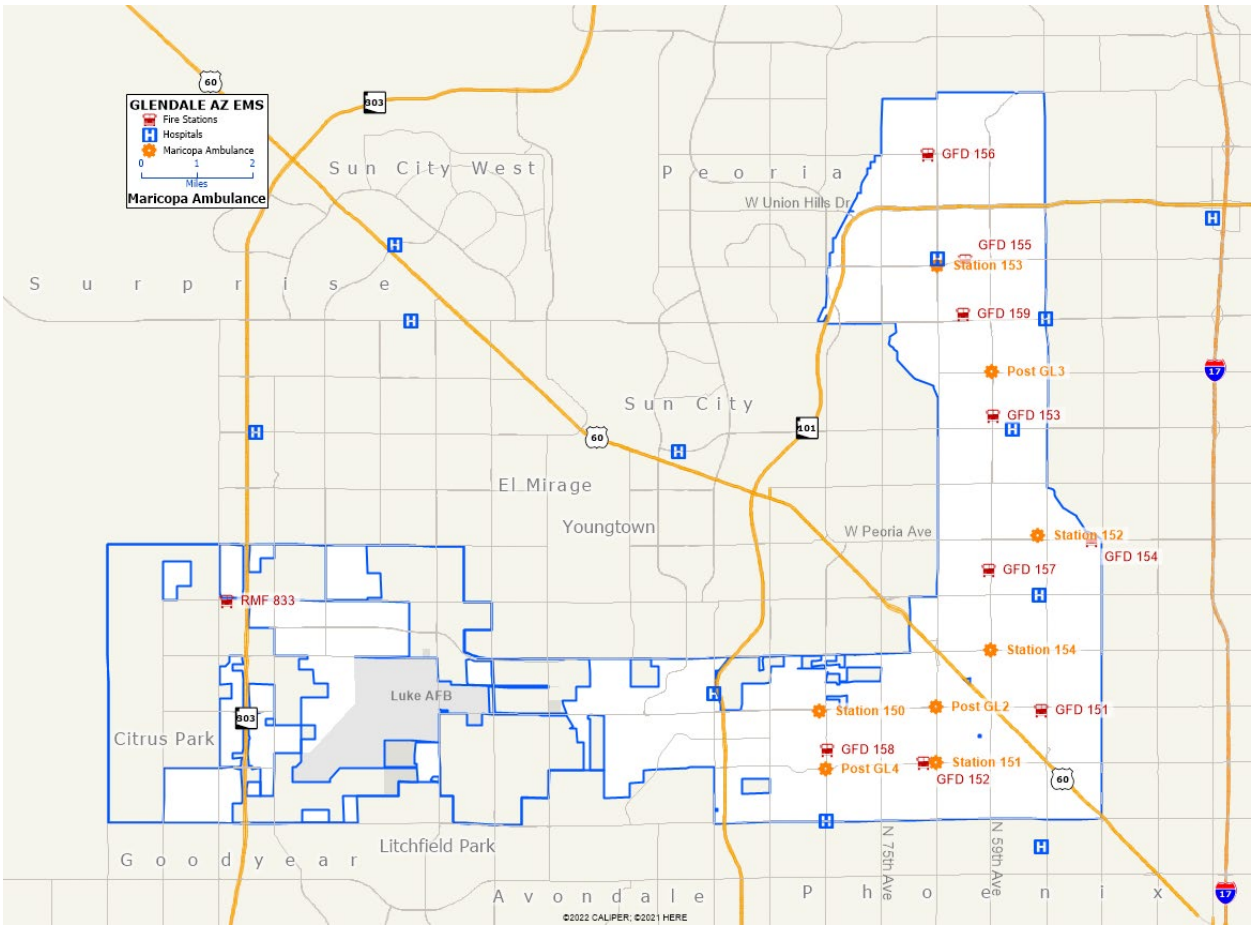
Option B: Unit Hour Coverage Plan (UHCP)

Our initial UHCP includes a combination of 24-hour and 12 hour-shifts producing a total of 1184 Unit Hours per week. The proposed coverage plan was developed using our proprietary approach to predictive modeling that ensures we have the right number of ambulances available for each hour of the day and each day of the week combined with our assessment of the geographic coverage needs, seasonality and consumption expectations of the system.

The following table represents initial UHCP by hour of day and day of week.

	Scheduled Unit Hours																							
Actual UH	0:00 1:00	1:00 2:00	2:00 3:00	3:00 4:00	4:00 5:00	5:00 6:00	6:00 7:00	7:00 8:00	8:00 9:00	9:00 10:00	10:00 11:00	11:00 12:00	12:00 13:00	13:00 14:00	14:00 15:00	15:00 16:00	16:00 17:00	17:00 18:00	18:00 19:00	19:00 20:00	20:00 21:00	21:00 22:00	22:00 23:00	23:00 0:00	Totals
Mon	5.0	4.0	4.0	4.0	4.0	4.8	5.0	5.8	6.0	7.8	8.0	8.5	9.0	10.0	10.0	10.0	10.0	9.3	9.0	8.3	8.0	6.3	6.0	5.5	168.0
Tue	5.0	4.0	4.0	4.0	4.0	4.8	5.0	5.0	5.0	6.8	7.8	8.0	8.0	9.0	9.0	9.0	9.0	8.3	8.0	8.0	8.3	7.3	6.3	6.0	159.3
Wed	6.0	5.0	5.0	5.0	5.0	5.0	5.8	6.8	6.8	7.8	8.8	9.0	9.0	10.0	10.0	10.0	10.0	10.0	9.3	8.3	8.3	7.3	6.3	6.0	180.0
Thu	6.0	5.0	5.0	5.0	5.0	5.8	6.8	7.8	7.8	8.8	9.0	9.5	10.0	10.0	10.0	10.0	10.0	9.3	8.3	7.3	7.0	5.3	5.0	4.5	177.8
Fri	4.0	4.0	4.0	4.0	4.0	4.8	5.8	6.0	6.0	7.8	8.8	9.5	10.0	10.0	10.0	10.0	10.0	9.3	8.3	8.0	8.3	7.3	6.3	5.5	171.3
Sat	5.0	5.0	5.0	5.0	5.0	5.0	5.8	6.0	5.8	6.8	7.8	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.3	8.3	7.3	6.3	6.0	162.0
Sun	6.0	6.0	5.0	5.0	5.0	5.0	5.0	5.8	5.8	6.8	7.0	7.5	8.0	9.0	9.0	9.0	9.0	9.0	9.0	8.3	8.0	6.3	6.0	5.5	165.8
Totals	37.0	33.0	32.0	32.0	32.0	35.0	39.0	43.0	43.0	52.3	57.0	60.0	62.0	66.0	66.0	66.0	66.0	63.0	60.0	56.0	56.0	46.8	42.0	39.0	1184.0

Option B Maricopa Ambulance station locations relative to City of Glendale Fire Department stations are shown in the following map:



Posting Locations and Type:

The following station and posting locations are in close proximity to the existing fire station infrastructure or in areas where additional geographic coverage is anticipated for both Option A and Option B.

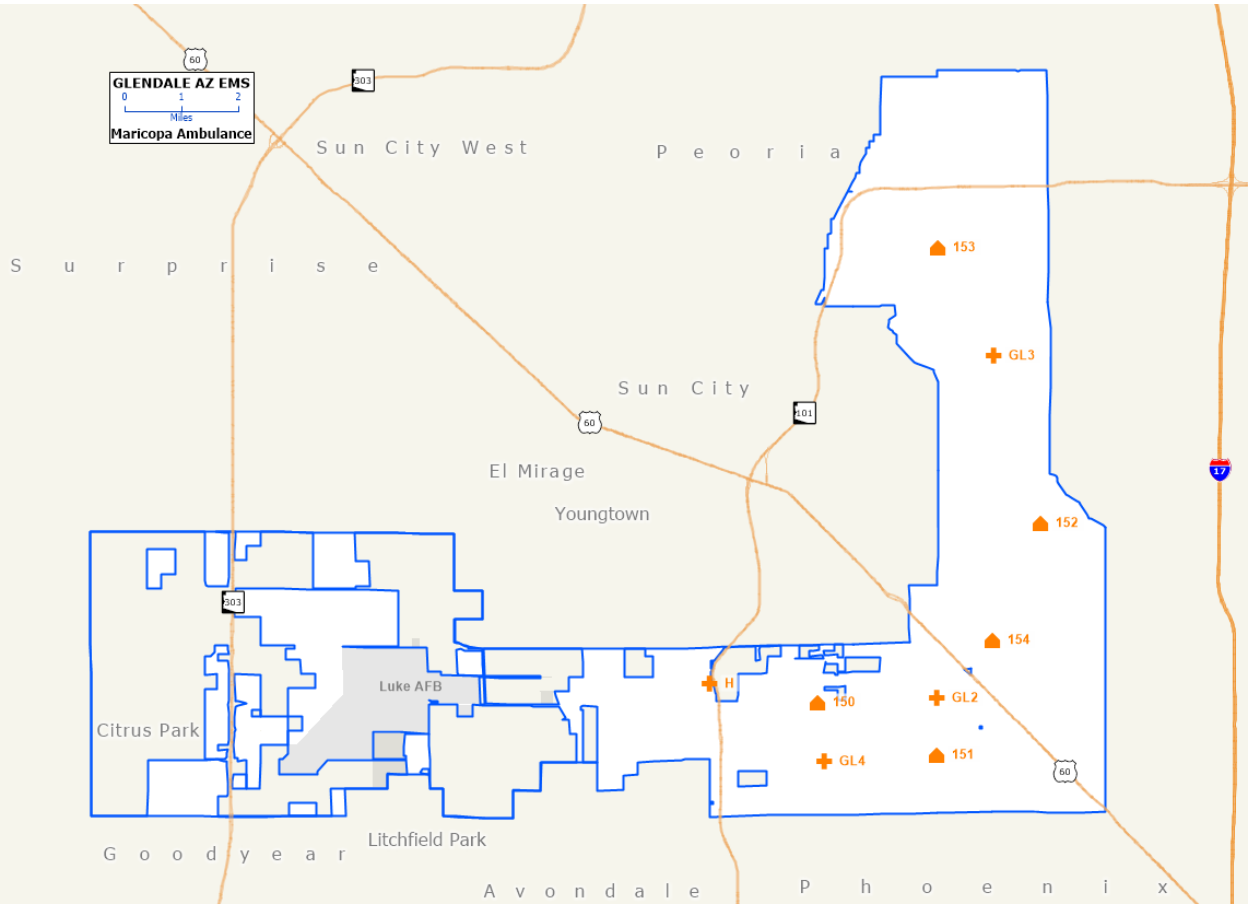
Option A:

Maricopa Ambulance will operate a total of eight stations within the City of Glendale, including one Glendale headquarters that will also include a satellite fleet maintenance department. Each station will include crew living quarters, kitchen and bathroom facilities to house at least two crew members.

Proposed Station & Post Locations:

Name	Address

Station 150	8345 W. Glendale Ave.
Station 151	N. 67th Ave. & Bethany Home Road
Station 152	5134-5140 W. Peoria Ave.
Station 153	N. 67th Ave. & W. Union Hills Drive
Station 154	N. 59th Ave. & Northern Ave.
GL 2	N 67th Ave. & Glendale Ave.
GL 3	59th Ave. & W. Thunderbird Road
GL 4	83rd Ave. & Bethany Home Road
H (St. Joseph's Westgate Medical Center)	7300 N 99th Ave.



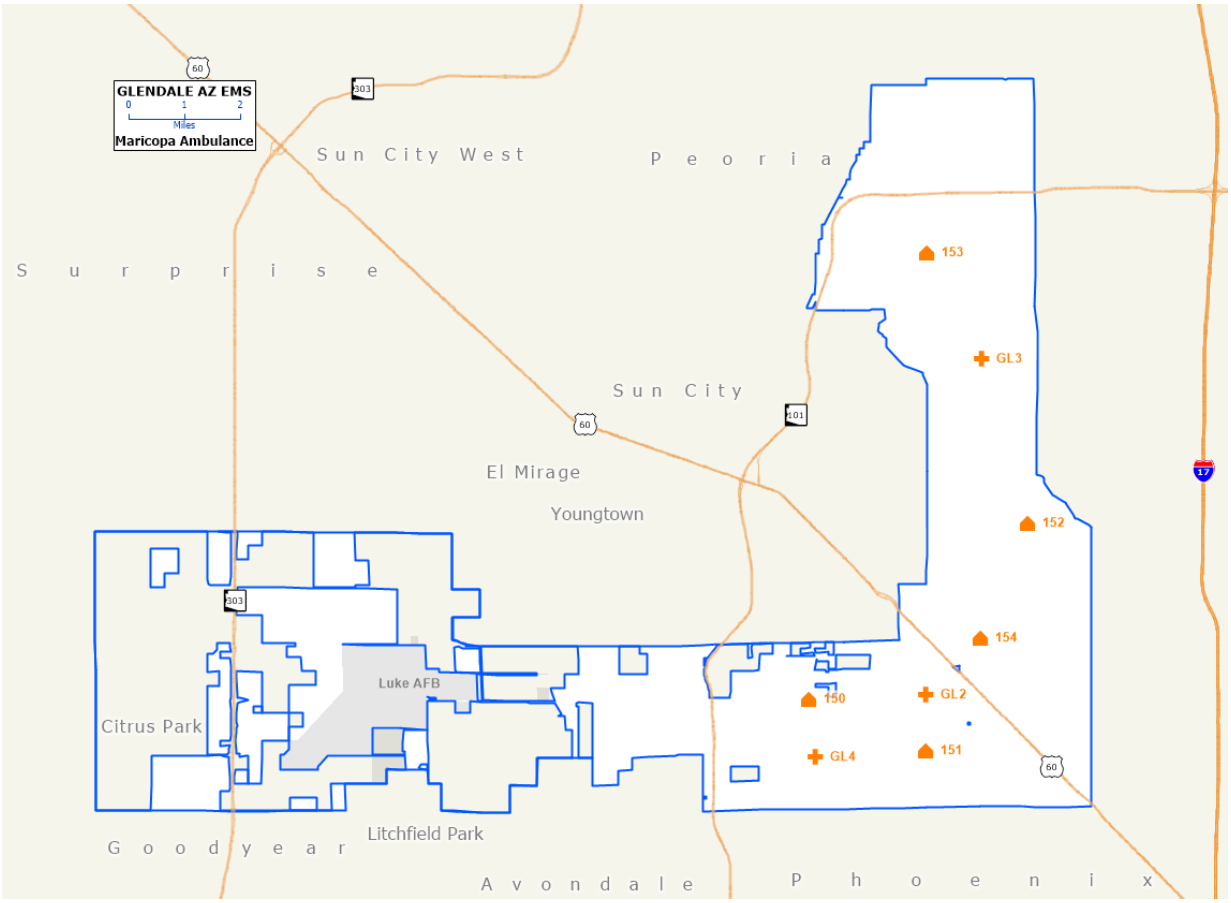
Option A Deployment Plan																	
Location	**12**	**11**	**10**	**9**	**8**	**7**	**6**	**5**	**4**	**3a***	**3b**	**3c**	**2**	**1**			
H (St Joseph's Westgate)	1	1															
GL2	1												1				
GL3	1	1	1										1				
Station 150 / GL4**	1	1	1	1	1	1	1	1	1	1	1	1					
Station 151	2	2	2	2	2	2	2	1									
Station 152	2	2	2	2	2	1	1	1	1		1						
Station 153	2	2	2	2	1	1	1	1	1	1	1	1					
Station 154	2	2	2	2	2	2	1	1	1	1		1		1			
Unit Level	12	11	10	9	8	7	6	5	4	3a*	3b	3c	2	1			
Grid displays number of units to be stationed or posted at the Location																	
*Level 3 can be equivalently covered as noted in 3a or 3b or 3c																	
**GL4 is an alternate post at levels 3 and above for Station 150 during AZ Cardinal Home game & 2 hours post-game																	

Option B:

Maricopa Ambulance will operate a total of eight stations within the City of Glendale, including one Glendale headquarters that will also include a satellite fleet maintenance department. Each station will include crew living quarters, kitchen and bathroom facilities to house at least two crew members.

Station & Post Locations:

Name	Address
Station 150	8345 W. Glendale Ave.
Station 151	N. 67th Ave. & Bethany Home Road
Station 152	5134-5140 W. Peoria Ave.
Station 153	N. 67th Ave. & W. Union Hills Drive
Station 154	N. 59th Ave. & Northern Ave.
GL 2	N 67th Ave. & Glendale Ave.
GL 3	59th Ave. & W. Thunderbird Road
GL 4	83rd Ave. & Bethany Home Road
H (St. Joseph's Westgate Medical Center)	7300 N 99th Ave.


GLENDALE AZ EMS
0 1 2
Miles
Maricopa Ambulance
Sun City West
Peoria
Surprise
Sun City
El Mirage
Youngtown
Luke AFB
Citrus Park
Litchfield Park
Goodyear
Avondale
Phoenix
153
GL3
152
154
150
GL2
GL4
151
60
303
101
17

Option B Deployment Plan																	
Location	**10**	**9**	**8**	**7**	**6**	**5**	**4**	**3a***	**3b**	**3c**	**2**	**1**					
GL2											1						
GL3	1										1						
Station 150 / GL4**	1	1	1	1	1	1	1	1	1	1							
Station 151	2	2	2	2	2	1											
Station 152	2	2	2	1	1	1	1		1								
Station 153	2	2	1	1	1	1	1	1	1	1							
Station 154	2	2	2	2	1	1	1	1		1		1					
Unit Level	10	9	8	7	6	5	4	3a*	3b	3c	2	1					
Grid displays number of units to be stationed or posted at the Location																	
*Level 3 can be equivalently covered as noted in 3a or 3b or 3c																	
**GL4 is an alternate post at levels 3 and above for Station 150 during AZ Cardinal Home game & 2 hours post-game																	

Post and Station Coverage:

For both Option A and Option B, Maricopa Ambulance will adjust resources geographically within the system based on call demand to statistically provide for the best response times possible. Please see below for a priority posting matrix that shows the ambulance posting plans at each system level. System levels correspond to the number of ambulances in the system at any given time.

Option A:

Option A Deployment Plan													
Location	**12**	**11**	**10**	**9**	**8**	**7**	**6**	**5**	**4**	**3a***	**3b**	**2**	**1**
H (St Joseph's Westgate)	1	1											
GL2	1											1	
GL3	1	1	1									1	
Station 150 / GL4**	1	1	1	1	1	1	1	1	1	1	1		
Station 151	2	2	2	2	2	2	2	1					
Station 152	2	2	2	2	2	1	1	1	1		1		
Station 153	2	2	2	2	1	1	1	1	1	1	1		
Station 154	2	2	2	2	2	2	1	1	1	1			1
Unit Level	12	11	10	9	8	7	6	5	4	3a*	3b	2	1
Percent of historic calls reachable within 7.5 mins †	*99.8%*	*99.8%*	*99.8%*	*99.8%*	*99.8%*	*99.8%*	*99.8%*	*99.8%*	*99.8%*	*99.8%*	*99.4%*	*97.2%*	*77.4%*
Grid displays number of units to be stationed or posted at the Location													
** Level 3 can be equivalently covered as noted in 3a or 3b or 3c*													
***GL4 is an alternate post at levels 3 and above for Station 150 when there is a AZ Cardinal Home game, and 2 hours post-game*													
† Measures calls by latitude & longitude can be reached from the station or group of stations divided by all the calls in the last 3 years within the Primary Service Area													

Option B:

Option B Deployment Plan													
Location	**10**	**9**	**8**	**7**	**6**	**5**	**4**	**3a***	**3b**	**2**	**1**		
GL2										1			
GL3	1									1			
Station 150 / GL4**	1	1	1	1	1	1	1	1	1				
Station 151	2	2	2	2	2	1							
Station 152	2	2	2	1	1	1	1		1				
Station 153	2	2	1	1	1	1	1	1	1				
Station 154	2	2	2	2	1	1	1	1			1		
Unit Level	10	9	8	7	6	5	4	3a*	3b	2	1		
Percent of historic calls reachable within 7.5 mins †	*99.8%*	*99.8%*	*99.8%*	*99.8%*	*99.8%*	*99.8%*	*99.8%*	*99.8%*	*99.4%*	*97.2%*	*77.4%*		
Grid displays number of units to be stationed or posted at the Location													
*Level 3 can be equivalently covered as noted in 3a or 3b or 3c													
**GL4 is an alternate post at levels 3 and above for Station 150 when there is a AZ Cardinal Home game, and 2 hours post-game													
† Measures calls by latitude & longitude can be reached from the station or group of stations divided by all the calls in the last 3 years within the Primary Service Area													

Continuous Deployment Plan Optimization Framework

Our Continuous Deployment Plan Optimization Frameworks includes the collecting of operational data to help set a foundation for future temporal and geo-temporal predictive modeling. This approach enables us to fine-tune our initial UHCP and GDP to ensure demand for services are being met and response time performance output exceeds expectations.

Continuous system optimization requires data collection such as CAD timestamp and location data, but more importantly includes our proprietary Root Cause Analysis (RCA) tool for determination of system failures. A failure of the system is defined as any late Priority 1 or Priority 2 response in the system. Knowing the causes of system failures are key to fixing the problem at its roots. As root cause adjudications are discovered and categorized, patterns emerge that reveal opportunities for optimization in a variety of categories including deployment plans, operational processes, individual behaviors, unit hour supply and other cause and effect situations that can be mitigated and fixed. This improves system effectiveness, system efficiency and ultimately improves response time reliability.

3. b. Field supervision and capabilities and methods.

Maricopa Ambulances field operations for the City of Glendale will be led by Jason Dupont, Glendale EMS Director.

Dupont will be responsible for overseeing all facets of Maricopa Ambulance's City of Glendale operation. He will be responsible for the daily oversight of all personnel, equipment and operations. Assisted by support staff he will direct all recruiting, hiring, onboarding, orientation and training of field staff. He will also represent Maricopa

Ambulance to Glendale Fire Department dealing with and solving any issues, concerns or problems that may present themselves.

Dupont will be Maricopa Ambulance's direct liaison to the City of Glendale and the Glendale Fire Department for all aspects of this contract.

Supporting Dupont as EMS Director will also be four Paramedic Field Supervisors. These four Field Supervisors will be available to support and assist around the clock. They will be based at the main Glendale station and will work 12-hour shifts providing coverage 24 hour per day, 365 days per year.

Field Supervisors are provided with a response vehicle (SUV or Pickup) that is fully equipped to the ALS level per Arizona regulations and City of Glendale contract specifications. This allows Field Supervisors at any time requested to respond to a scene and assist in any way needed. While on scene during any call they will operate under the direction of City of Glendale Fire Department personnel.

Field Supervisors handle all regular daily operational issues including staffing, scheduling, customer service, supply distribution, facility upkeep, fleet availability and clinical operations.

3. c. Training, management, recruitment, orientation, and retention of personnel capabilities and methods.

Employee Recruitment & Retention

Maricopa Ambulance knows its most important asset is the people on the frontline providing patient care to our communities.

Maricopa Ambulance recognizes that its most important asset is the people on the front lines providing patient care to our communities. We bring an extensive employee recruitment and retention plan in place to ensure we attract top talent and succeed in retaining our employees for the long term.

Maricopa Ambulance offers competitive wages and a host of incentives, such as continuing education, tuition reimbursement, bonuses, award programs, comprehensive health, wellness and family benefits and a defined career path forward for promotions and advancement.

We have an extensive employee recruitment and retention plan in place that ensures we attract top talent and retain our employees, including referral bonuses paid to our current employees.

In the realm of traditional recruiting, Maricopa Ambulance also will deploy digital recruiting platforms such as Indeed, conduct robust social media advertising campaigns to target potential employees, as well as host onsite job fairs and recruitment events at local venues and community colleges.

Maricopa Ambulance has found our employees often are our best recruiters, as they have established connections within the EMS community. CONFIRE EMS will also offer generous recruitment referral bonuses to current employees. In addition, we will provide signing bonuses and education assistance programs to assist new employee recruitment efforts when needed.

Employee Retention

The first step toward employee retention is creating a culture of inclusion, belonging and purpose. Individuals who are committed to public safety and healthcare careers will find paths open to explore either or both options. Maricopa Ambulance's employee retention program includes:

Career Investment – Maricopa Ambulance invests in our employees' careers through continuing education, cross-training, industry workshops, seminars and conferences, as well as a financial assistance program, to pursue higher levels of education.

Competitive Wages, Benefits & Wellness Offerings – Maricopa Ambulance pays competitive wages and offers a comprehensive package of health, wellness, fitness and family benefits and programs.

Recruitment Bonuses – Our best industry ambassadors are our own employees, and we recognize their efforts through the award of recruitment bonuses whenever they refer a qualified friend or family member who is hired.

Employee Recognition – Every employee wants to feel appreciated for the work they do, and employers who express gratitude and thanks can make a big impact. We conduct regular employee service award and recognition programs to honor our colleagues and to incentivize great ideas and innovation. Acknowledging milestones is an essential element of our culture.

Prioritizing Work-Life Balance – The EMS business is a 24/7 experience and understanding a healthy work-life balance is essential to job satisfaction. We encourage employees to take their vacation time and host events for employees and their families to socialize.

Pathways for Growth – Maricopa Ambulance's ability to retain employees is also rooted in the investments we make in their future career growth, along with the Priority Ambulance Leadership Foundation, which focuses on executive leadership training tracks for EMS personnel. Maricopa Ambulance employees are provided the opportunity to participate in this highly successful program at no cost to them.

3. d. Interactions with First Responders capabilities and methods.

First Responder Capabilities & Methods

Maricopa Ambulance and its sister companies within Priority Ambulance have extensive experience working with fire service agencies and first responders. We work within the command structure and pride ourselves on becoming true partners with our fire service first responders.

Maricopa Ambulance has a strong relationship with the International Association of Fire Fighters, the labor union for both firefighters and ambulance EMTs and paramedics in Glendale. Our organization has an understanding and respect for fire service agencies throughout all levels of our operations. We know that an EMS system works best when there is open communication and collaboration between all agencies in the market.

Throughout its national footprint, the Company has extensive experience operating within or in the chain of command of fire service agencies. A few examples include:

- Maricopa Ambulance was awarded the 9-1-1 contract for the **City of Scottsdale** beginning February 2018. As the ambulance service partner, Maricopa Ambulance provides two EMTs on every ambulance. A Scottsdale firefighter serves as the ALS first responder and will ride along with the patient on the ambulance to the hospital to ensure the continuity of care for the patient from first response to the emergency department. Maricopa Ambulance then provides transportation for the firefighter paramedics to rendezvous with their engine. Maricopa Ambulance also provides one-to-one resupply on-scene and will place supply vending machines in each fire station.

- Maricopa Ambulance was awarded the 9-1-1 contract for the **City of Chandler** that began in January 2022. The Chandler contract model is a collaborative system with the Chandler Fire Department that increases staffed ambulance resources, introduced new, advanced medical equipment and elevated 9-1-1 response in the city. Maricopa Ambulance staffs a total of seven ambulances during the system's busiest peak hours of the day and three backup units for an additional layer of redundancy for maintenance, surge and special events.

- In **Forsyth County, Georgia,** Central EMS is the exclusive 9-1-1 provider with the contractor administrator within the Forsyth County Fire Department. Central EMS provides more than 120 hours of joint clinical training to the fire department, consults with the fire department on disaster drills and community health initiatives and houses

its ambulances and crews within the fire stations. Central EMS operates within the county's dispatch system and its computer automated dispatch (CAD) system.

- In **Cobb County, Georgia,** Puckett EMS works closely with the Cobb County Fire Department and partners on many programs. Puckett EMS provides training to the fire department through its continuing education center and invites firefighters to take part in the paramedic school to increase certifications.

First Responder Resupply Methods

Maricopa Ambulance is committed to continue supplying and restocking the Glendale Fire Department with supplies and medications at no cost to the department and in the most efficient, convenient manner possible.

When supplies are used on the scene, Maricopa Ambulance will restock the fire department unit one-for-one item on the scene. Additionally, Maricopa Ambulance will have ALS supplies in locked safes on the ambulances and firefighter paramedics will use a code to access these supply lockers at any time.

Additionally, Maricopa Ambulance provides regular resupply deliveries directly to the fire stations. Maricopa Ambulance will always be responsive to its partners and if a supply or medication is running low, we will immediately respond. A Maricopa Ambulance shift supervisor with a dedicated SUV quick response vehicle is available during all shifts to assist in resupply or provide additional assistance to field operations.

As stipulated in the RFP, Maricopa ambulance is committed to placing specifically configured medical supply vending machines in each Glendale Fire Department station within one year from the contract being signed. Initial purchase and placement will be at the cost of Maricopa Ambulance, with the City of Glendale to assume ongoing maintenance costs thereafter.

Maricopa Ambulance intend to procure CribMaster branded supply vending machines and work collaboratively with Glendale Fire Department regarding specs, footprint, communications capabilities/requirements, specific model, configuration and maintenance.

CribMaster:

- Ethernet router hardwired to the machine, with a cellular option available.
- Software option "Enterprise"
  - Machines can be tied together for reporting, potentially across multiple sites
- Reports on usage: coil machine by selection, locker by manually quantity entry.
- Small items, vials, breakable can be packaged into sleeves or pillow packs to avoid breakage or slippage.

We will likely use a combo of Express Toolbox of Express locker. These devices have an approximately 3 month estimated lead time including installation and training.

Express Toolbox

Express Locker

3. e. Fleet management capabilities and methods.

Fleet Management & Maintenance

At Maricopa Ambulance, a high-quality preventive maintenance program is essential to ensure the safety of our crew members and the quality and reliability of the services we provide. The following Preventive Vehicle Maintenance (PVM) program has been established to prevent in-service failures through aggressive preventive vehicle maintenance and in-depth inspection procedures intended to locate and correct mechanical defects before they occur. The program is designed to reduce parts failure and extend vehicle life.

All maintenance of response vehicles, electrical, suspension, mechanical, etc., shall be provided in Maricopa Ambulance's Fleet Services Department. During schedule maintenance and repairs, Maricopa Ambulance will move one of the identically configured reserve units to cover the area. Body repairs, transmission, upholstery and other specialty work may be sent out to local qualified vendors. All preventive maintenance such as tire rotation and oil changes will be completed in-house.

Fleet Service Technicians shall be screened thoroughly, and background inquiries made prior to employment to ensure that their work history is reputable. Fleet Technicians will be provided incentives for attaining advanced mechanical repair qualifications.

Fleet Management Software

Maricopa Ambulance uses Fleetio fleet management software to track its preventive maintenance schedule as detailed below.

Fleetio software allows the fleet manager to track complete maintenance histories, out-of-service time, scheduled preventive maintenance and vehicle health. Crew members may submit maintenance requests directly to the fleet manager via the system. The system also allows for warning messages to be automatically sent to appropriate personnel if a critical vehicle fault is detected.

The database will assist Fleet Services in ensuring registrations and preventive maintenance (PVM) schedules are current and that repair and other routine checks are done in a timely fashion. Operative IQ will automatically flag a unit file when the maintenance checkup is due. It will note any unusual circumstances in the vehicle history file, which allows mechanics to continually evaluate, monitor and update the historical performance of each unit.

Fleetio will pinpoint recurring problems, generate service notices for maintenance personnel to ensure accuracy, organize vehicle and equipment downtime based on necessary maintenance, schedule equipment or vehicle maintenance based on miles, hours and/or days, establish documentation for legal purposes, and generate reports for contract audit and cost control. All computer files are backed up daily.

StreetEagle Vehicle Diagnostics

The ATLAS software suite provides vital data, including fuel usage and economy data and driver behavior records, to the full fleet management software, which allows managers to track driver behavior as it relates to vehicles repair and maintenance.

Vehicle Maintenance & Inspection Guidelines

All vehicles will maintain scheduled PVM services per the following Inspections Level Criteria:

Level of Service	Overview	Schedule	Activities
"A" Level PVM Inspection/Service	Basic service interval for all vehicles. Goal: Basic servicing of the vehicle and conduct an extensive safety inspection to	Every 4,000 miles	▪ Pre-Service Test Drive ▪ Preventive Vehicle Maintenance Inspection ▪ Oil and Filter Replacement ▪ Chassis and Body Lubrication ▪ Inspect, Clean and Adjust Brakes

	identify and prevent vehicle failures.		▪ Cranking/Charging System Test ▪ Lighting Systems Inspection ▪ Warning Systems Inspection ▪ Ambulance Cot Safety Inspection/Service or Trade Out ▪ Document Inspection/Replacement ▪ Overall Vehicle Assessment ▪ Engine and Chassis Cleaning ▪ Post-Service Test Drive ▪ Work Order Completion and PM Update
"B" Level PVM Inspection/Service	Basic service interval for fuel filter replacement service. Goal: Basic servicing of the vehicle and ensure the proper operation of the transmission and related components	Every 25,000 miles	▪ Any Concurrent PVM Scheduled ▪ Pre-Service Test Drive with Special Attention to Shift Points and Smoothness of Operation ▪ Fuel Filter Replacement ▪ Internal Inspection during Filter Replacement ▪ Inspection/Adjustment of Linkage, Cables, Hoses, Mounts and Valves ▪ Final Test Drive ▪ Work Order Completion and PVM Update
"C" Level PVM Inspection/Service	Basic service interval for air system filter replacement, transmission fluid and filter. Goal: Prevent any loss of engine performance and to maximize fuel economy	Every 30,000 miles	▪ Any Concurrent PVM Scheduled ▪ Pre-Service Test Drive with Special Attention to Engine Performance ▪ Replacement of Transmission Fluid & Filter ▪ Visual or Vacuum Inspection of Air Filter and Replacement if Indicated ▪ Final Test Drive ▪ Work Order Completion and PVM Update
"D" Level PVM Inspection/Service	Basic service interval for engine tune-up procedures on gasoline-powered vehicles. Goal: Prevent loss of engine performance, maximize fuel economy and ensure reliable ignition.	Every 50,000 miles	▪ Any Concurrent PVM Due ▪ Pre-Service Test Drive with Special Attention to Engine Performance ▪ Replacement/Service of Tune-Up Items ▪ Replacement of Rear Differential Fluid ▪ Evaluation of Ignition System with Diagnostic Scope ▪ Work Order Completion and PM Update

"E" Level PVM Inspection/Service	Basic service interval for engine V-belt replacement Goal: Extensive inspection of the cooling system or V-belts and the loss of performance of belt-driven accessories due to slippage	Every 75,000 miles	▪ 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

3. f. Driver training and risk management capabilities and methods.

Driver Training

Maricopa Ambulance requires that every employee receive Company Equipment and Vehicle Operation (CEVO) training upon hire with annual recertification. The course includes classroom work and practical driving training and is specifically designed for an emergency medical services vehicle.

The Coaching System CEVO 3 Ambulance Certification classroom portion covers the following:

Comprehensive coverage of collision-prevention techniques, including:

- Cushion of safety
- Scanning
- Vehicle positioning
- Handling blind spots
- Parking procedures and more

Coverage of a wide range of other safety-related topics, including:

- Vehicle inspection
- Vehicle handling and design characteristics
- Emergency and non-emergency driving differences
- Safety at the scene

Additionally, the CEVO 3 Ambulance Certification course includes a practical driving portion with a certified instructor.

Risk Management Program

At Maricopa Ambulance, we rigorously implement a safe work environment for our employees and require that everyone practices safety.

Our management team is evaluated on achieving the company's strict goals for workplace safety and implementing safety initiatives, such as daily communications messages about

safety to employees. It also includes regular performance audits to ensure we are achieving our goals.

Maricopa Ambulance involves its employees in the planning and implementation of its safety program and is organizing a joint Safety Committee with IAFF I-60 consisting of four field members and four members of management.

Risk Management Principles

At Maricopa Ambulance, we understand that risk management and health safety programs have to be a focus and be reinforce through our leadership and our entire workforce through consistent education and training.

Our risk management program is guided by the following principles:

- **Integrate risk management into all phases of operations**

Effective risk management requires that the process be integrated into all phases of mission or operational planning, preparation, execution and recovery on a continuing basis. It is more cost effective to proactively plan during building construction and renovation to imbed safety, fire and environmental protection systems than to retrofit after the fact.

- **Make risk decisions at the appropriate level**

As a decision-making tool, risk management is only effective when the information is concentrated on the appropriate supervisory level for decision. The higher the risk, the higher the management level of who should make the decision to accept a risk or not. Often, this will require the decision to apply resources, whether manpower, dollars or both, to mitigate risks to an acceptable level so the management decision-making level must be where the purse strings are controlled.

- **Accept no unnecessary risk.**

Risk management is a decision-making tool to assist the supervisor or individual in identifying, assessing, and controlling risks in order to make informed decisions that balance risk costs (potential losses) against mission benefits (potential gains). An unnecessary risk is one that if not taken, you can still accomplish the mission. For example, an employee forgets or refuses to use eye protection during grinding operations. The risk is painful damage to eyes, maybe even loss of sight, yet the grinding can be successfully accomplished without risk of eye injury, simply by using eye protection.

- **Apply the process cyclically and continuously.**

Risk Management is a continuous process applied across the full spectrum of museum and research operations, individual and collective day-to-day activities and events, and facility operations. It is a cyclical process that is used to continuously identify and assess hazards, develop and implement controls and evaluate outcomes particularly when changes occur in operations or environment.

3. g. OSHA compliance and exposure control capabilities and methods.

OSHA Compliance

Maricopa Ambulance operates to evolving OSHA and other state and local regulatory requirements related to occupational health and safety. We monitor and adopt changes to procedures to ensure we always meet or exceed all regulatory requirements.

Maricopa Ambulance requires mandatory OSHA and Chemical Hazards Controls training for every employee upon hire and on an annual basis.

3. h. Medicare and AHCCCS (Medicaid) compliance program capabilities and methods.

Medicare and AHCCCS Compliance

Maricopa Ambulance and the entire Priority Ambulance family of companies is committed to complying with all laws and regulations associated with Medicare and Medicaid claim submission and to ensure no fraudulent acts are committed intentionally or remain uncorrected when discovered.

An exceptional compliance program must have a basic foundation based on a code of conduct, which applies to all staff members. All employees are expected to read and understand this policy. Upon hire and each year thereafter, staff members are required to complete an exam demonstrating they understand the expectations of their behavior to be beyond reproach.

The goal of the Compliance Plan ("the Plan") is to ensure the Company adheres to all applicable Medicare, Medicaid, and any other federally funded health care (for ease of reference, collectively referred to as "Medicare") laws, rules and policies relating to the submission of claims for ambulance services.

This includes, among other things, to ensure proper:

- Documentation of services
- Billing, coding, and claims submission
- Prevention, prompt detection, and appropriate action steps for health care fraud and abuse.

Maricopa Ambulance's staff members who fail to comply with the elements of this Plan may face disciplinary action including, but not limited to, reprimand, suspension without pay, termination, or even civil and/or criminal charges when violations are severe. To ensure employees understand the requirements and adhere to them, Maricopa Ambulance provides superior education in the form of:

- Local in-person training programs
- Periodic fair and impartial skills evaluations
- Online training programs and courses

Maricopa Ambulance provides thorough appropriate documentation training to all employees upon hire and annually to ensure all patient care reports are clear, accurate, complete, timely and well-organized. All records are kept according to appropriate document retention policy and stored in a secure, HIPAA-compliant location.

Additionally, Maricopa Ambulance is committed to hiring employees of the highest caliber and ensuring that all employees are eligible to participate in federal or state health care programs. The Office of the Inspector General (OIG) website lists numerous entities or persons from the ambulance industry who have been excluded from participation in federal health care programs. Our third-party vendor conducts criminal background checks and confirms that it has completed an initial Office of Inspector General (OIG) check of the List of Excluded Individuals and Entities (LEIE) prior to any employee beginning work at Priority Ambulance. Additionally, the Company conducts ongoing screenings of all employees against the OIG exclusion list to ensure that our workforce remains in compliance with Medicare/Medicaid programs.

3. i. Diversity Plan in the workplace and programs in place that support diversity.

Diversity Program & Commitment

We strive to champion a work environment that promotes the values of diversity, equality and inclusiveness. Our culture of caring and doing the right thing is rooted in principled, stakeholder-driven sustainability. We are committed to fostering and embracing a diverse community in which employees share a mutual understanding and respect for each other.

Maricopa Ambulance's pledge to diversity, equity and inclusion encompasses our commitment to create a work environment that embraces inclusion, regardless of race, color, religion, gender, sexual orientation, gender identity, national origin, age, genetic information, marital status, amnesty, disability, veteran status or based on pregnancy, childbirth or related medical conditions.

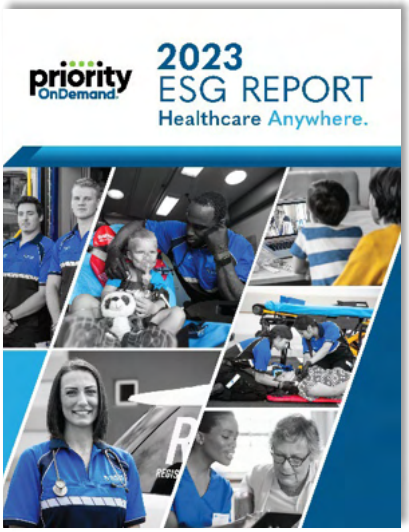
The inclusion of people with disabilities helps drive sustainable practices for our employees, communities and customers. Reasonable accommodations include adaptive equipment, allowances for on-site service animals, flexible work arrangements, special parking assignments, hotlines and a number of other inclusive services.

Maricopa Ambulance is a committed supporter of veteran communities. Veterans bring strong leadership, team building and analytical skills, as well as unwavering commitment to a job well done, making decisions in the face of uncertainty and ensuring safe operations in high-risk environments. We value the outstanding contributions veterans make to our contract performance and overall business success.

Maricopa Ambulance is committed to implementing annual diversity, equity and inclusion training for all personnel that addresses preventing sexual harassment, bystander intervention, managing unconscious bias, fostering an inclusive culture, anti-racism, transgender inclusion and more.

Maricopa Ambulance strives to provide culturally equitable health care through (1) recruiting a diverse workforce, (2) recruiting and promoting diverse leadership, (3) providing language skills training and cultural sensitivity training and (4) developing and promoting community outreach programs for the community.

Maricopa Ambulance's goal is to have a workforce that is reflective of the communities we serve. As such, we propose to create a diversity committee with representation from the workforce, quality improvement management, local public health, community organizations/nonprofits and hospitals to address internal and external programs to improve



health equity to the community. Collaboration and building plans from many diverse viewpoints are the best ways to accomplish our goals in the community.

Maricopa Ambulance's parent company, Priority OnDemand, published its first annual Environmental, Social and Governance report in 2023, which describes in detail the company's dedication to not only diversity, equity and inclusion, but also environmental, social and governance best practices.

To read the report, click here:
https://priorityondemand.com/esg-commitment/

3.1 Detail any and all regulatory investigations, findings, actions, complaints and their respective resolutions. Each Proposer will include details about any and all emergency medical services and ground ambulance transportation services contract terminations or contract amendments within the last five (5) years in any jurisdiction in the United States. Additionally, each Proposer will detail the circumstances and resolution of any emergency medical services and ground ambulance transportation services contract disputes or notices of non-compliance, or notices of failure to perform.

Maricopa Ambulance has no regulatory investigations, findings, actions or complaints. The Company has never terminated any contracts or received notices of non-compliance or non-performance in the last five years that are responsive to this question.

3.2 Each Proposer will provide a detailed list of all litigation with a reserved value in excess of $100,000 in which the Proposer or an affiliated organization(s) or subcontractor is involved, together with such threatened and anticipated litigation and claims and anticipated claims.

From time to time, the company is party to, or otherwise involved in, threatened, pending and/or anticipated litigation that arises in the ordinary course of conducting its business. The company cannot predict with certainty the ultimate outcome of such threatened, pending and/or anticipated litigation matters, due to, among other things, the inherent uncertainties of litigation. The company cannot identify a particular legal matter as having a reserved value in excess of a certain amount because to do so in a publicly available document would violate the company's attorney-client and litigation work product privileges and would otherwise prejudice the company's ability to defend that legal matter. The company is not aware of

any pending or threatened litigation that would impair its ability to perform the contract if awarded

3.3 Should a proposer intent to utilize a Subcontractor(s) to provide any of Contractor's substantial responsibilities, including, but not limited to, dispatch coordination, ambulance response, ambulance transportation services, staffing, training, communications and call center management and/or services, protocol development, financial management, ambulance fleet and equipment maintenance, andn similar services, the Proposer must include the credentials of each such Subcontrctor and any relationship to the Proposer in order to permite the City to evaluate the circumstances. Copies of existing subcontracts (or proposed subcontracts) must also be included. The City will look only to teach Proposer with regard to responsibility for performance in accordance with the Contract. The City may approve or disapprove any subcontractor identified by any Proposer. The inability or failure of any Subcontractor to perform any duty or deliver contracted for performance will not excuse the Proposer from the responsibility or performance.

Maricopa Ambulance will not utilize the services of subcontractors to provide services under the City of Glendale emergency medical services contract.

3.4. Each Proposer must set forth its plans for responding to major emergency situations within and outside the City of Glendale where dedicated ambulances may be involved. In addition, each Proposer must set forth its plans for declared disaster situations and required assistance, "automatic aid" and "automatic aid arrangements" and "mutual aid" and "mutual aid arrangements" All such plans must be in accordance with and comply with applicable laws, regulations, rules, policies, questions, and protocols.

Maricopa Ambulance has a robust internal multi-hazard plan that includes triggers for the activations, notifications, communications and all required staffing for any natural disaster, multi-casualty incidents or other large-scale emergencies that may arise. Additionally, Maricopa Ambulance protocols include all necessary EMS communications, staffing, vehicle and equipment needs on hand and available in accordance and compliance with applicable laws, regulations, rules, policies, questions, and protocols.

In a natural disaster or mass-casualty incident, planning, coordination and communication among all community EMS, first responders, medical facilities and law enforcement are key to an effective, coordinated response. We understand the City and the Fire Department participate in an automatic aid agreement, including the EMS system, with 27 other cities and their fire departments in the

metropolitan Phoenix area. Maricopa Ambulance disaster response experts will continue to work with the City and first responder agencies to bring additional experience and exceptional disaster management skills to the City of Glendale.

SECTION 4. FUNDING AND REIMBURSEMENT

The Contractor shall show an ability to provide funding and reimbursement for:

4.1 Installation, Operation, and Maintenance of PFDRDC Equipment on Dedicated and Special Events Ambulances

Maricopa Ambulance will purchase and install all PFDRDC equipment and provide funds for the installation, operation and management of the system on Dedicated and Special Events ambulances.

As the 9-1-1 provider for the City of Glendale, which also operates on the PFDRDC communications system, Maricopa Ambulance already has experience in the installation and maintenance of these systems

4.2 Installation, Operation, and Maintenance of traffic preemption equipment on Dedicated Ambulances if implemented by the City of Glendale.

All Maricopa Ambulances in the Glendale EMS system Maricopa Ambulances are equipped with Opticom traffic signal pre-emption devices compatible with the system currently in use by the City and are the sole expense and responsibility of Maricopa Ambulance. Maricopa Ambulance will continue to install and maintain this equipment on all Dedicated and Special Event ambulances in the City through the contract term.

COST

As specified in the RFP, Maricopa Ambulance has submitted a separate electronic file containing the Company's cost proposal (Maricopa Ambulance Pricing Workbook).

EXHIBIT 1 – Alternative Offer

As required in the RFP Exhibits Package provided by the City, Maricopa Ambulance is submitting as an attachment the following Exhibit 1 – Alternative Offer.

This Exhibit 1 provides details for exceptions to specfic conditions of purchase and/or required specifications, referencing the paragraphich number(s) and defining the alternative or exception submitted.

3. a. System planning and deployment capabilities and methods.

As discussed earlier in this proposal, Maricopa Ambulance is presenting options for system status management and deployment planning that take into consideration the 95% response time performance threshold requested in the RFP, and the 90% response time performance threshold contained in the current ambulance services contract.

Please refer to Section 3 – System Planning and Deployment for details.

RFP Page 19 – ADDITIONAL AMBULANCES

In addition to minimum obligations for required Dedicated Amblances and Contractor's right to designate additional units from time to time to meet its obligations, the City of the Contractor may incfrease th erequired number of twenty-four (24) hour ALS equipped ambulances by one (1) to address any of the following circumstances:

- Increased ambulance call volume by ten (10) percent over the call volume experienced during the first year of the Agreement; or
- Population increases within the City limits of twnety (20) ercent or more over the population in effect during the preceding calendar year of the Agreemnet; or
- Increased traffic congestion wtihin the City lmits resulting in on-scene wati time increases experienced by the Fire Department of ten (1) percent or more over th epreceding calendar year of the Agreement; or
- Increased 95th percentile response times from the preceding calendar year of the Agreement.

Maricopa Ambulance agrees it is the contractor's right to designate additional units from time to time to meet obligations under the contract. Maricopa Ambulance does not agree and cannot comply with provisions that allow the City to unilaterally require the number of 24-hour ALS ambulances be increased. We do, however, agree that there should be a process developed to address sustained circumstances described in the RFP and reiterated below. These circumstances, if mutually agreed upon, would require an amendment to the Ambulance Services Agreement (along with the normal contract change approval process.)

EXHIBIT 4 - PERFORMANCE BOND

Contractor will be required to provide the City a performance bond in the amount of 10% of the entire contract term in form and substance acceptable to the City. The Contractor will be required to maintain the Performance Bond throughout the term(s) of the Contract and for a reasonable time thereafter.

Because the Contract contains no provision for a subsidy, Maricopa Ambulance is unclear regarding the definition of 10% of the entire contract term in form and substance acceptable to the City, as set forth in the Agreement. However, Maricopa Ambulance agrees to provide a performance bond in an amount that is commercially reasonable, consistent with past practice, and acceptable to the Arizona Department of Health Services. Maricopa Ambulance will maintain the Performance Bond throughout the term(s) of the Contract and for a reasonable time thereafter.

We are uncertain if our proposal with regard to Exhibit 4 – Performance Bond – constitutes an Alternative Offer. Mariciopa Ambulance obtained a performance bond in accordance with the terms of the current contract in the amount of $1 million that remains in effect today.

EXHIBIT 2 – Key Personnel Resumes

Please see the following pages for each of Maricopa Ambulance's key perosnnel.

Bryan Gibson – Chief Executive Officer

PRIORITY AMBULANCE®

BRYAN GIBSON

CHIEF EXECUTIVE OFFICER

SUMMARY

Bryan Gibson has invested more than 30 years of his career as a leader in the emergency medical services industry. He founded Priority Ambulance in 2013 with a vision to set a higher national standard of clinical excellence and care in emergency medical services .

EXPERIENCE

Priority OnDemand / Priority Ambulance

CHIEF EXECUTIVE OFFICER – Gibson has led the Priority family of companies through significant growth in the 10 years since its founding. The Company is the second-largest private ambulance service in the nation and the largest private ambulance service in the state of Tennessee.

The company began with the founding of Shoals Ambulance in Alabama, with the exclusive contract for 911 emergency and nonemergency services in Lauderdale County and the City of Florence. Shoals became a part of the Priority Ambulance family of companies when the corporate was founded in 2013.

Rural/Metro Corporation

CHIEF OPERATING OFFICER – Management of all aspects of on the of the largest emergency services companies in the United States.

GROUP PRESIDENT – SOUTH AND SOUTHWEST REGION – Led all operations and business development efforts, as well as securing new contracts and contract renewals for key markets

DIVISION GENERAL MANAGER – SOUTHERN STATES - Responsible for all operations in four states, with annual revenues totaling $19 million.

Priority EMS (Memphis, TN) – **PRESIDENT, CEO & FOUNDER**

Memphis (TN) Fire Department – **PARAMEDIC**

EDUCATION

Bachelor's degree in business administration from Colorado Tech University

Steve Blackburn, Chief Operating Officer

STEVE BLACKBURN

CHIEF OPERATING OFFICER

SUMMARY

As Priority Ambulances' Chief Operation Officer, Steve Blackburn is responsible for oversight of all regional leadership and operations and focuses on strategic planning and implementation of infrastructure improvements and systems to meet the demands of future enterprise growth.

EXPERIENCE

Priority Ambulance Midsouth and Northeast Region

PRESIDENT

Responsible for overall performance and success of emergency and non-emergency ground ambulances services with in two of the Company's largest regions (NY, IN, VA, AL, TN)

Rural/Metro Corporation

VICE PRESIDENT OF NEW BUSINESS INTEGRATION

Executive leader for the Company's acquisition integration and operational start-ups, as well as greenfield operations in new cities, counties and states.

VICE PRESIDENT – EAST REGION

Responsible for the overall performance and success of emergency and non-emergency ground ambulance services for the Company's eastern states.

DIVISION GENERAL MANAGER - TENNESSEE

Management oversight for all operational aspects for multiple ground ambulance services in the state of Tennessee.

TVI Immediate Response Technologies

NATIONAL TECHNICAL SALES MANAGER

Alan Smith - West Region President

Alan P. Smith

23200 N. Pima Road Suite 210

Scottsdale, AZ 85255

CAREER SUMMARY

West Region President. Priority Ambulance, LLC, dba Maricopa Ambulance LLC, Scottsdale, AZ. 2018 – present.

Head of Marketing Operations, Americas. ResMed, San Diego, TN. 2016 - 2018.

Marketing Manager, Global Parcel Go-to-Market. FedEx Services, Memphis, TN. 2000 - 2016. Progressive advancement from junior professional to Senior Manager.

Area General Manager. Rural Metro/Priority EMS, Memphis, TN. 1996 - 1998.

Unit Hour Production Manager; Clinical Manager. Mercy Ambulance of Richmond, Richmond, VA. 1992 -1996.

Quality Improvement Manager; Paramedic Field Training Officer; Paramedic. Emergency Providers Inc. (MAST). Kansas City, MO. 1988 -1992.

Field Training Officer; Paramedic; EMT. Reed Ambulances, Denver, CO. 1986-1988; 1981-1984.

Emergency Dispatcher (Police; Fire & EMS) and Deputy Court Clerk. City of Federal Heights, CO. 1984-1986.

EDUCATION

MBA from Christian Brothers University. Memphis, Tennessee

BBA from Mary Baldwin College, Staunton, VA.

Paramedic Education, St. Anthony Hospital System, Denver CO.

Michelle Angle – Vice President of Operations

Michelle Angle
manglejz@gmail.com

MANAGEMENT EXPERTISE

Corporate Affairs, Crisis Response, International Relations, Government Affairs, Business Development, Marketing, Strategic Planning, Event Management, and Team Building/Leadership.

PROFESSIONAL EXPERIENCE

Vice President of Business Development — August 2014–December 2015
Quepasa Corporation
Phoenix,AZ

- Served as Vice President of business develop.
- Execute corporate strategy, vision, and cross-functional priorities at tech start-up
- Assisted in the development of the Private Placement Memorandum and Business Plan
- Maintained constant communication with the CEO & CFO on Strategic Plan
- Organized corporate finance initiatives with corporate finance team and planned investor road shows
- Drafted and finalized talking points, briefing memos, and legal agreements with external partners
- Oversaw day-to-day operations for an international staff of 40 employees; lead cross-functional teams to develop a company "How-it-Works" video campaign
- Executed media strategy via drafting/delivery of all company press releases and product launches

Director of Government Affairs and Business Development — February 2012–August 2014
Rural Metro Corporation
Phoenix, AZ

- Developed and nurtured relations with hospital C-suite and Payor sources
- Worked with local, state and federal elected officials on industry standards
- Developed and maintained relationships with internal and external partners to promote cross-functional projects while reduced complexities and focused on highest priorities
- Successfully positioned key policy initiatives and provided counsel to C-suite-level executives
- Directed initiatives with private sector companies to develop private public partnerships
- Coordinated reviews, editing, and approval of communications materials
- Negotiated high level agreements and cleared public affairs messaging to implement the company's strategic initiatives
- Served as liaison with policy makers, other agencies, external stakeholders, and international partners

Vice President of Government Affairs — August 2005- February 2012
PMT Ambulance
Phoenix, AZ

- Focused and worked on issues related to EMS (emergency medical services) and legislation directly impacting the industry on the federal, state, local, and private sector fronts
- Oversaw strategic planning
- Spokesperson with media, internal and external partners
- Developed key messaging for CEO's press releases, talking points, briefing materials, and correspondence
- Hired, trained, and directed staff to execute high-profile events directly associated with local, state and federal officials
- Worked directly with Arizona Governor's office to promote Bi-National relations in EMS with Sonora, MX, our southern neighbors
- Developed the donation of ambulance's and EMS equipment to the State of Sonora, MX, through the Arizona Governors Office

Vice President of Marketing — August 2001 – August 2005
American Ambulance and American ComTrans Ambulance

- Developed strategic marketing plan that would best promote company growth
- Managed marketing team
- Developed and nurtured relationships with hospitals, urgent cares, assisted living facilities, fire departments and local and State elected officials
- Responsible for service contract proposals
- Worked closely with payors to ensure billing protocols were met when submitting claims for reimbursement.

EDUCATION

Arizona State University (Tempe, AZ) — December 1992
Marketing

Jason Dupont, NRP – Operations Director, Glendale

JASON DUPONT

WORK HISTORY

DIRECTOR OF OPERATIONS, MARICOPA AMBULANCE, GLENDALE/SCOTTSDALE DIVISON

03/2022—Present

- Defining, implementing, and revising operational policies and guidelines for the organization
- Developing and executing new growth directives
- Working with the human resources department to create job descriptions, hire competent personnel and oversee employee training programs.
- Liaising with departmental heads to develop financial plans and ensure company-wide operational compliance.
- Keeping track of the company's revenue margins and conduct budget reviews to maximize profits.
- Managing procurement and resource allocation
- Recruitment and retention
- Management and oversight of the critical care transportation program.

OPERATIONS MANAGER, MARICOPA AMBULANCE, INTERFACILITY DIVISION

12/2021—03/2022

- Functions as an on-line supervisor, monitoring station operations to ensure the delivery of quality and cost-effective service.**This would include but not be limited to appropriate vehicle utilization and efficient in-service times for crews.
- Works as part of a supervisory team with other station or service area supervisory and management staff to ensure continuity, consistency, and good lines of communications between all shifts.
- Monitors operations to ensure that all station personnel comply with company policies and procedures.

PARAMEDIC SUPERVISOR, MARICOPA AMBULANCE, ALL DIVISIONS

08/2021—12/2021

- Supervised Maricopa Scottsdale 911 division, West Valley 911 division (Glendale/Goodyear) and Interfacility division.
- QA/QI of ambulance PCR's including updating and correcting billing information.
- Inventory and restocking medical supplies for ambulance stations and city fire stations.
- Preparation and execution of DHS inspections.
- Coordination with the clinical coordinator to place and train new hire employees.

STATION MANAGER/ADVANCED SCOPE PARAMEDIC, SUPERIOR AIR GROUND AMBULANCE SERVICE

08/2016—01/2021

- Function as part of an ALS team to provide medical care.
- Conducted equipment and vehicle checks to maintain continuous and safe operation.
- Administrative duties to include payroll, scheduling, and coaching/training for approximately 80 employees and two stations.

EDUCATION

SWEDISH AMERICAN HOSPITAL EMS SYSTEM, ROCKFORD IL

National Registry EMT/ Illinois State Certified EMT 2014

MERCY HEALTH EMS SYSTEM, ROCKFORD IL

National Registry Paramedic/ Illinois State Certified Paramedic 2017

GRAND CANYON UNIVERSITY, PHOENIX AZ

Bachelor of Science: Health Sciences Expected Graduation: 6/2023

Lindsey Pingel – Operations Director, Chandler/Goodyear

LINDSEY PINGEL

WORK HISTORY

DIRECTOR OF OPERATIONS, MARICOPA AMBULANCE, CHANDLER/GOODYEAR

01/2022 – Present

- Defining, implementing, and revising operational policies and guidelines for the organization
- Developing and executing new growth directives
- Working with the human resources department to create job descriptions, hire competent personnel and oversee employee training programs.
- Liaising with departmental heads to develop financial plans and ensure company-wide operational compliance.
- Keeping track of the company's revenue margins and conduct budget reviews to maximize profits.
- Managing procurement and resource allocation
- Recruitment and retention
- Start up and implementation of the Chandler Fire/Maricopa Ambulance 911 transportation contract.
- Training new 911 staff in coordination with Chandler Fire for transition into fire stations
- Oversight and planning in cooperation with Scottsdale Fire for the WMPO for the last 4 years

OPERATONS MANAGER, MARICOPA AMBULANCE, INTERFACILITY DIVISION

04/2021-01/2022

- Functions as an on-line supervisor, monitoring station operations to ensure the delivery of quality and cost-effective service. This would include but not be limited to appropriate vehicle utilization and efficient in-service times for crews.
- Works as part of a supervisory team with other station or service area supervisory and management staff to ensure continuity, consistency, and good lines of communications between all shifts.
- Monitors operations to ensure that all station personnel comply with company policies and procedures.

PARAMEDIC SUPERVISOR, MARICOPA AMBULANCE, ALL DIVISIONS

01/2018 – 04/2021

FIELD PARAMEDIC, MARICOPA AMBULANCE

04/2017 – 01/2018

EMT, MARICOPA AMBULANCE/CBI/PARAMEDICS UNLIMITED

01/2016 – 04/2017

EDUCATION

ARIZONA ACADEMY OF EMERGENCY SERVICES, MESA AZ

National Registry Paramedic/ Arizona State Certified Paramedic 2017

FITCH AND ASSOCIATES, CORPUS CHRISTI TX

Ambulance Service Manager Certificate 2021

PRIORITY AMBULANCE LEADERSHIP FOUNDATION

Received leadership award and capstone project winning team 2021

NATIONAL ACADEMY OF AMBULANCE COMPLIANCE

Certified Ambulance Coder 2022

Certified Ambulance Compliance Officer 2023

COLUMBIA SOUTHERN UNIVERSITY, ORANGE BEACH, AL 36561 (ONLINE)

Bachelor of Science in Emergency Medical Administration Expected Graduation 2024

Michael Norton – Director Interfacility Transports

MICHAEL NORTON

WORK HISTORY

DIRECTOR OF OPERATIONS, MARICOPA AMBULANCE, INTERFACILITY DIVISON

07/2022 – Present

- Defining, implementing, and revising operational policies and guidelines for the organization
- Developing and executing new growth directives
- Working with the human resources department to create job descriptions, hire competent personnel and oversee employee training programs.
- Liaising with departmental heads to develop financial plans and ensure company-wide operational compliance.
- Keeping track of the company's revenue margins and conduct budget reviews to maximize profits.
- Managing procurement and resource allocation
- Recruitment and retention
- Management and oversight of the critical care transportation program.

PARAMEDIC SUPERVISOR, MARICOPA AMBULANCE, ALL DIVISIONS

01/2022 – 07/2022

- Supervised Maricopa Scottsdale 911 division, West Valley 911 division (Glendale/Goodyear) and Interfacility division.
- QA/QI of ambulance PCR's including updating and correcting billing information.
- Inventory and restocking medical supplies for ambulance stations and city fire stations.
- Preparation and execution of DHS inspections.
- Coordination with the clinical coordinator to place and train new hire employees.

FIELD PARAMEDIC, MARICOPA AMBULANCE

10/2021 – 01/2022

- Function as part of an ALS team to provide medical care.
- Accurate and complete documentation.
- Triaged injuries by communicating with patients, bystanders and family members, and identified appropriate medical facility for transport.
- Executed emergency diagnostic procedures to treat patients, including stomach suction, airway management and heart monitoring.
- Communicated with treatment center personnel and dispatchers to provide information about situation, arrange reception of victims and receive instructions for further treatment

EMT, MARICOPA AMBULANCE/CBI/ABC AMBULANCE

01/2000 – 10/2021

- Function as part of an ALS interfacility team to provide medical care.
- Providing patient care, accurate and complete documentation.
- Interfacility transport.
- Conducted equipment and vehicle checks to maintain continuous and safe operation

EDUCATION

GLENDALE COMMUNITY COLLEGE, GLENDALE AZ

National Registry Paramedic/ Arizona State Certified Paramedic 2021

NEW MEXICO STATE FIRE ACADEMY

International Fire Service Accreditation Council 2019

Hazmat Awareness and Operations 2019

EMS UNIVERSITY, PHOENIX AZ

National Registry EMT/Arizona State EMT

Jamie Patterson – Communications Director

JAMIE PATTERSON

WORK HISTORY

DIRECTOR OF COMMUNICATIONS, MARICOPA AMBULANCE, PHOENIX AZ

06/2019 – Present

- *Responsible for managing 16 dispatchers and 1 supervisor daily.*
- *Development of policies, procedures, and training manuals for department growth.*
- *Work closely with Operations Management and support staff to ensure smooth daily operations or need for additional resources.*
- *Complete weekly data audits for CON and contract compliance for current contracted partners.*
- *Complied with regulations set by the Arizona Department of Health Services*
- *Preform daily monitoring of the system to ensure quality assurance standards are met.*
- *Knowledgeable with Zoll CAD and Rescue Net programs*
- *Knowledgeable with Avtec radio systems*
- *Knowledgeable with Mitel phone system*

COMMUNICATIONS MANAGER, AMR, TUCSON AZ

06/2017 – 06/2019

- *Responsible for managing 25 dispatchers and 4 supervisors daily.*
- *Manage major incidents for Fire and EMS Operations*
- *Work closely with Fire Chiefs, Operations Management, and support staff to ensure smooth daily operations or need for additional resources.*
- *Assist with customer service-related issues utilizing a customer resolution program. Developed a tracking system to ensure timely resolutions.*
- *Developed and complete various reports for payroll and performance standards on a weekly basis.*
- *Complete monthly CON and contract compliance reports for current contracted partners.*
- *Complied with regulations set by the Arizona Department of Health Services*
- *Preform daily monitoring of the system to ensure quality assurance standards are met*
- *Perform annual performance appraisals for entire Communications department and set forth goals for the upcoming year.*
- *Proficient with TriTech VisiCAD*
- *Proficient with Mindshare Radio Consoles*
- *Proficient with Vesta – Next Generation 911 phone system.*

COMMUNICATIONS SUPERVISOR, AMR, TUCSON AZ

02/2009 – 06/2017

COMMUNICATIONS DISPATCHER, SOUTHWEST AMBULANCE, TUCSON AZ

12/2008 – 02/2009

EDUCATION

MEDICAL PRIORITY DISPATCH

IAEMD and EMD-Q Trained 2006

TRITECH/VISICAD

VisiCAD User Training 2011 & VisiCAD Train the Trainer 2011

CRITERIA BASED DISPATCH

Completed 4/2017

FITCH AND ASSOCIATES

Communication Center Management and Ambulance Service Manager Certification 2021

Adam Lizardi – Support Services Manager

ADAM LIZARDI

WORK HISTORY

SUPPORT SERVICES MANAGER, MARICOPA AMBULANCE, PHOENIX AZ

2020 – Present

- Acts as the liaison between Maricopa Ambulance and its clients, partners, and customers; provides excellent customer service.
- Oversight and management of VST and SST field positions.
- Keeps track of supply pars at Maricopa and Fire Dept stations via field support service techs
- Companywide inventory and ordering through COUPA and multiple vender relationships.
- At all times sets an example of professionalism and places a high value on customer service, compliance, and safety.

EMT, MARICOPA AMBULANCE, SOUTHWEST AMBULANCE, RURAL METRO

1994 – Present

- Function as part of an ALS interfacility team to provide medical care.
- Providing patient care, accurate and complete documentation.
- Interfacility transport.
- Conducted equipment and vehicle checks to maintain continuous and safe operation.

UNION TRUSTEE, IAFF

2000 – 2002

- Responsible for engaging with the membership and communicating information throughout the workforce.

UNION BUSINESS AGENT, IAFF

2002 – 2003

- Responsible for representing employees in disciplinary matters and coordination of defenses with the executive board.

UNION BUSINESS MANAGER, IAFF

2003 – 2009

- Responsible for representing employees in disciplinary matters and coordination of defenses with the executive board.

UNION EXECUTIVE VICE PRESIDENT, IAFF

2009 – 2011

- Responsible for helping the Union President oversee the day-to-day operations of the Union.

UNION TREASURER, IAFF

2011

- Responsible for Union finances.

UNION PRESIDENT, IAFF

2011 - 2013

- Responsible for day-to-day Union function and oversight.

UNION/MANAGEMENT LIASON

2011 - 2013

- Assists in the bargaining and implementation of policies and procedures.
- Acts as a go between to facilitate agreements on discipline.
- Acts as Step 3 in the formal grievance process

EDUCATION

GLENDALE COMMUNITY COLLEGE, GLENDALE AZ

Arizona State Certified EMT 1994

Ricardo "Ric" Rojas – Fleet Manager

RICARDO ROJAS

WORK HISTORY

FLEET MANAGER, MARICOPA AMBULANCE ALL DIVISIONS

2019 – Present

- Bilingual (English/Spanish)
- Fleet Manager with more than 15 years of leadership experience, a proven history of holding employees accountable, and believes that staying ahead of preventative maintenance plays a key role in budget management and that minimizing turnover positively impacts all areas of transportation management.
- Experience includes responsibility for more than 400 vehicles, 22 employees and an annual budget in the $1,000,000s.

FLEET MANAGER, CARETAKER LANDSCAPE & TREE MANAGMENT

2015 – 2019

- Accountable for more than $2M in vehicles including 120 trucks, 40 piece of heavy equipment and dozens of small equipment. Successfully negotiated the purchase of 60+ vehicles and heavy equipment over the past 2 years with an average discount of 25% off the list price. Currently manage 6 employees after increasing team size by 50% and making key improvements to productivity.

FLEET MANAGER, SOUTHWEST AMBULANCE/RURAL METRO

2002 – 2015

- Initially hired as a mechanic and worked up through several progressive promotions: Mechanic, Lead Mechanic, Assistant Fleet Manager and Fleet Manager. Led a large team of 22 employees and was responsible for 420 trucks valued at $55M. Maintained $400K in inventory at any given time – a reduction of $200K after evaluating stock and removing unnecessary parts.

EDUCATION

OSHA #500 TRAINER COURSE IN OCCUPATIONAL SAFETY AND HEALTH FOR CONSTRUCTION INDUSTRY CERTIFICATION

EXCAVATION SAFETY AWARENESS TRAINING CERTIFICATION

CONFINED SPACE ENTRY TRAINING CERTIFICATION

FORKLIFT TRAIN-THE-TRAINER CERTIFICATION

OSHA IN THE MEDICAL OFFICE CERTIFICATION

EXHIBIT 3 - Annual Reports and Consolidated Financial Statements

priority OnDemand®

Parent Company of Priority Ambulance, LLC

2022 Annual Report and Consolidated Financial Statements (Audited)

PRIORITY ONDEMAND, LLC
(A Wholly Owned Subsidiary of Priority Ambulance Blocker Corp. and
Priority OnDemand Company Purchaser, LLC)

Consolidated Financial Statements

As of December 31, 2022 (Successor) and for the Period from
July 15, 2022, to December 31, 2022 (Successor) and for the Period from
January 1, 2022, to July 14, 2022 (Predecessor), and

As of December 31, 2021 (Predecessor) and for the
year ended December 31, 2021 (Predecessor)

(With Independent Auditors' Report Thereon)

KPMG LLP
60 East Rio Salado Parkway
Tempe, AZ 85281-9125

Independent Auditors' Report

To the Members
Priority OnDemand, LLC:

Opinion

We have audited the consolidated financial statements of Priority OnDemand, LLC and its subsidiaries (the Company), which comprise the consolidated balance sheets as of December 31, 2022 (Successor) and 2021 (Predecessor), and the related consolidated statements of operations, changes in members' equity, and cash flows for the period from July 15, 2022 to December 31, 2022 (Successor) and the period from January 1, 2022 to July 14, 2022 (Predecessor) and the year ended December 31, 2021 (Predecessor), and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2022 (Successor) and 2021 (Predecessor), and the results of its operations and its cash flows for the period from July 15, 2022 to December 31, 2022 (Successor) and the period from January 1, 2022 to July 14, 2022 (Predecessor) and the year ended December 31, 2021 (Predecessor) in accordance with U.S. generally accepted accounting principles.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Note 2(t) to the consolidated financial statements, in 2022, the Company adopted new accounting guidance ASU No. 2016-02, *Leases*. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with U.S. generally accepted accounting principles, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the consolidated financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that

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includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

KPMG LLP

Phoenix, Arizona
April 18, 2023

PRIORITY ONDEMAND, LLC
(A Wholly Owned Subsidiary of Priority Ambulance Blocker Corp. and Priority OnDemand Company Purchaser, LLC)
Consolidated Balance Sheets

Assets	Successor December 31, 2022	Predecessor December 31, 2021
Current assets:		
Cash and cash equivalents	$ 569,629	801,803
Accounts receivable	54,945,788	50,191,754
Inventory	3,769,236	3,705,319
Prepaid expenses and other current assets	8,102,750	12,164,497
Total current assets	67,387,403	66,863,373
Equipment and leasehold improvements, net	54,351,185	44,931,438
Intangible assets, net	78,334,620	43,912,391
Goodwill	74,391,205	66,877,582
Other assets	21,411,170	670,132
Total assets	$ 295,875,583	223,254,916
Liabilities and Member's Equity		
Current liabilities:		
Accounts payable	$ 8,952,056	12,005,996
Accrued and other current liabilities	25,055,091	24,418,756
Debt	4,649,100	1,779,967
Total current liabilities	38,656,247	38,204,719
Debt, net of current portion	135,141,473	147,289,388
Deferred tax liabilities	761,518	3,443,587
Other liabilities	12,243,107	486,363
Total liabilities	186,802,345	189,424,057
Equity:		
Member contributions	113,067,804	64,350,067
Accumulated deficit	(3,994,566)	(35,980,595)
Total member's equity	109,073,238	28,369,472
Noncontrolling interests	—	5,461,387
Total equity	109,073,238	33,830,859
Total liabilities and equity	$ 295,875,583	223,254,916

See accompanying notes to consolidated financial statements.

PRIORITY ONDEMAND, LLC
(A Wholly Owned Subsidiary of Priority Ambulance Blocker Corp. and Priority OnDemand Company Purchaser, LLC)
Consolidated Statements of Operations

	Successor Period from July 15, 2022 through December 31, 2022	Predecessor Period from January 1, 2022 through July 14, 2022	Predecessor Period from January 1, 2021 through December 31, 2021
Net revenue	$ 139,213,843	151,369,333	267,029,162
Operating expenses:			
Payroll and employee benefits	86,298,918	101,904,744	163,434,548
Depreciation, amortization and impairment	8,735,389	9,774,439	16,673,119
Vehicle, equipment and station	18,800,943	22,165,771	33,871,193
Auto and professional/general insurance	6,213,527	6,055,619	10,164,657
Acquisition and transaction related	606,830	2,410,945	14,725,779
General and administrative	15,036,240	14,646,525	20,067,973
Other (income) expense, net	(112,166)	(887,816)	(2,432,083)
(Gain) loss on disposition of equipment and leasehold improvements, net	672,234	218,431	(12,893)
Total operating expenses	136,251,915	156,288,658	256,492,293
Operating income (loss)	2,961,928	(4,919,325)	10,536,869
Interest expense	(6,714,601)	(7,033,103)	(10,658,156)
Loss before income taxes	(3,752,673)	(11,952,428)	(121,287)
Income tax expense	(241,893)	(756,360)	(1,702,888)
Net loss	(3,994,566)	(12,708,788)	(1,824,175)
Net income attributable to noncontrolling interests	—	(164,718)	(464,365)
Net loss attributable to Member	$ (3,994,566)	(12,873,506)	(2,288,540)

See accompanying notes to consolidated financial statements.

PRIORITY ONDEMAND, LLC
(A Wholly Owned Subsidiary of Priority Ambulance Blocker Corp. and Priority OnDemand Company Purchaser, LLC)
Consolidated Statements of Changes in Member's Equity

Predecessor	Member contributions	Accumulated deficit	Total member's equity	Noncontrolling interests	Total equity
Balance as of December 31, 2020	$ 78,042,385	(33,692,055)	44,350,330	4,997,022	49,347,352
Member contributions	4,811,250	—	4,811,250	—	4,811,250
Member distributions	(18,503,568)	—	(18,503,568)	—	(18,503,568)
Net (loss) income	—	(2,288,540)	(2,288,540)	464,365	(1,824,175)
Balance as of December 31, 2021	$ 64,350,067	(35,980,595)	28,369,472	5,461,387	33,830,859

Successor					
Balance as of July 15, 2022	$ —	—	—	—	—
Net assets contributed by members	103,067,804	—	103,067,804	—	103,067,804
Member contributions	10,000,000	—	10,000,000	—	10,000,000
Net loss	—	(3,994,566)	(3,994,566)	—	(3,994,566)
Balance as of December 31, 2022	$ 113,067,804	(3,994,566)	109,073,238	—	109,073,238

See accompanying notes to consolidated financial statements.

PRIORITY ONDEMAND, LLC
(A Wholly Owned Subsidiary of Priority Ambulance Blocker Corp. and Priority OnDemand Company Purchaser, LLC)
Consolidated Statements of Cash Flows

	Successor Period from July 15, 2022 through December 31, 2022	Predecessor Period from January 1, 2022 through July 14, 2022	Predecessor Period from January 1, 2021 through December 31, 2021
Cash flows from operating activities:			
Net loss	$ (3,994,566)	(12,708,788)	(1,824,175)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:			
Depreciation, amortization and impairment	8,735,389	9,774,439	16,673,119
(Gain) Loss on disposition of equipment and leasehold improvements	672,234	218,430	(12,893)
Amortization of debt issuance costs and discounts	305,595	594,932	1,391,107
Adjustment of earnout liability	—	624,225	10,678,060
Deferred taxes	(661,823)	(126,253)	(194,735)
Changes in operating assets and liabilities, net of effect of acquisitions:			
Accounts receivable	(9,327,843)	(3,803,171)	(18,390,294)
Inventory	(97,755)	33,838	(844,546)
Prepaid expenses and other assets	3,046,108	(1,944,755)	(2,144,731)
Accounts payable	(1,085,599)	(276,889)	3,987,779
Accrued and other liabilities	(1,295,259)	2,995,263	(3,103,666)
Net cash provided by (used in) operating activities	(3,703,519)	(4,618,729)	6,215,025
Cash flows from investing activities:			
Acquisitions and investments, net of cash acquired	(231,917,076)	—	(20,705,679)
Capital expenditures	(4,412,677)	(5,271,543)	(18,909,862)
Proceeds from sale of equipment and leasehold improvements	290,296	154,997	599,910
Net cash used in investing activities	(236,039,457)	(5,116,546)	(39,015,631)
Cash flows from financing activities:			
Proceeds from revolving loans	8,407,734	2,800,000	7,000,000
Payments on revolving loans	(6,407,734)	(902,604)	—
Proceeds from term loans	140,000,000	—	45,193,000
Payments on term loans	—	—	(4,150,198)
Proceeds from promissory notes	—	11,527,766	4,374,304
Payments on promissory notes	(3,610,793)	(3,260,793)	(3,132,956)
Payments of finance lease obligations	(15,090)	—	—
Deferred financing costs	(3,946,818)	—	(803,860)
Member contributions	107,094,791	—	—
Distributions	—	—	(18,503,568)
Payment of earnout liability	(1,209,485)	—	(250,000)
Other	—	—	(4,962)
Net cash provided by financing activities	240,312,605	10,164,369	29,721,760
Net increase (decrease) in cash and cash equivalents	569,629	429,094	(3,078,846)
Cash and cash equivalents – beginning of period	—	801,803	3,880,649
Cash and cash equivalents – end of period	$ 569,629	1,230,897	801,803
Supplemental disclosures of cash flow information:			
Interest paid	$ 6,576,928	5,840,438	9,278,490
Income taxes paid, net of refunds	961,383	1,518,327	725,554
Supplemental disclosures of noncash activities:			
Accounts payable for capital expenditures	$ 1,341,472	996,908	3,032,924
Ownership interests rolled over into the Company at July 15, 2022	5,973,013	—	—
Member contribution of ODV interest	—	—	2,186,250
Conversion of earnout to units of Priority Holdings	—	—	2,625,000
Conversion of accrued interest to note	—	—	1,186,616
Conversion of earnout to note	—	—	7,665,000

See accompanying notes to consolidated financial statements.

PRIORITY ONDEMAND, LLC
(A Wholly Owned Subsidiary of Priority Ambulance Blocker Corp. and
Priority OnDemand Company Purchaser, LLC)
Notes to Consolidated Financial Statements

(1) The Company and Principles of Consolidation

Nature of Business and Operations

Priority OnDemand, LLC, a Delaware limited liability corporation, along with its operating subsidiaries Ambucare, LLC, Central Emergency Medical Service, LLC, EMS Fleet Services, LLC, First Call Ambulance, LLC, Frontier Ambulance, LLC, Kunkel Ambulance Service, Inc., LifeCare Medical Transports, LLC, Maricopa Ambulance, LLC, Medshore Ambulance Service, LLC, National Emergency Medical Services, Inc., OnDemand Visit, Inc., Priority Ambulance Billing, LLC, Priority Emergency Medical Service, LLC, Puckett Emergency Medical Services, LLC, Puckett Medvan, LLC, Randseco, LLC, Seals Ambulance Service, Inc., Shoals Ambulance, LLC and Trans Am Ambulance Services, Inc. (collectively, the Company or Priority OnDemand) was founded in December 2013.

The Company is a leading provider of medical ambulance response services, which consists primarily of emergency and nonemergency ambulance services throughout the United States, with operations focused in Alabama, Arizona, Georgia, Indiana, Mississippi, New York, South Carolina, Tennessee and Virginia. These services are provided under contracts and agreements with government entities, hospitals, nursing homes and other healthcare facilities and organizations. Included as part of medical ambulances response services the Company also manages a patient transfer center under a master services agreement with a major healthcare organization.

In 2021 the Company acquired two software solutions companies. First, Randseco, LLC a software solutions company that connects disparate healthcare technology systems to streamline patient transportation logistics for hospitals, patients and payers. Second, OnDemand Visit, Inc. an early stage virtual telehealth application enabling the Company to combine telehealth and emergency medical services platforms with physicians and mid-level practitioners to provide care.

The Company was a wholly owned subsidiary of Priority Ambulance Holdings, LLC (a Delaware limited liability corporation) throughout 2021 and until July 15, 2022 when Priority Ambulance Holdings, LLC sold 100% of its ownership to Priority Ambulance Blocker Corp. (a Delaware corporation) and to Priority OnDemand Company Purchaser, LLC (a Delaware limited liability corporation) in the security purchase agreement ("SPA") entered into on March 10, 2022, which closed on July 15, 2022. In the SPA, Priority Ambulance Holdings, LLC, sold all of the rights, title and equity in Priority OnDemand, LLC's membership interests for approximately $265,000,000, subject to certain adjustments and contingent consideration in the form of earnouts based on the performance of the Company after the close of the transaction.

Priority Ambulance Blocker Corp. and Priority OnDemand Company Purchaser, LLC are referred to herein collectively as the "Member." Various investors held preferred shares of Priority Ambulance Holdings, LLC throughout 2021 and until July 15, 2022 and are referred to herein as "Holders."

As a result of the SPA, the Member elected to apply pushdown accounting to the Company's consolidated financial statements under the provisions of purchase accounting for business combinations. References to the "Predecessor" or "Predecessor Period" refer to Priority OnDemand, LLC, for the year ended December 31, 2021, and for the period from January 1, 2022 to July 14, 2022. References to "Successor" or "Successor Period" refer to the Company on or after July 15, 2022, from the closing date of the SPA.

(Continued)

The Company does not have any components of other comprehensive income within its consolidated financial statements, and, therefore, does not separately present a statement of comprehensive income in its consolidated financial statements.

Principles of Consolidation

The accompanying consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (GAAP), and intercompany balances and transactions have been eliminated in consolidation. Unless the context requires otherwise, references in these financial statements to the Company include its consolidated subsidiaries.

(2) Summary of Significant Accounting Policies

(a) Use of Estimates

The preparation of consolidated financial statements in accordance with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, and related disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses recognized during the reporting period. Significant estimates have been made by management in connection with the net realizable value of accounts receivable, the valuation for deferred tax assets, workers' compensation and auto liability claim reserves, fair value of reporting units for purposes of goodwill impairment testing and future cash flows associated with long-lived assets. These estimates are made and evaluated on an ongoing basis using information that is currently available, as well as various other assumptions believed to be reasonable under the circumstances. Actual results could differ from those estimates and those estimates could be different under different assumptions or conditions.

(b) Concentration of Credit Risk

Financial instruments, which potentially subject the Company to concentrations of credit risk, consist principally of cash and cash equivalents and accounts receivable. Deposits with financial institutions exceeding the Federal Deposit Insurance Corporation federally insured limits as of December 31, 2022, were $289,631. No losses have been experienced to date. Concentrations of credit risk with respect to accounts receivable are limited due to large numbers of customers and their geographical dispersion.

(c) Acquisitions

The Company accounts for acquisitions as business combinations. Under this method of accounting, assets acquired, liabilities assumed and any noncontrolling interest in the acquiree are recognized at their acquisition date fair value, while transaction costs are expensed as incurred.

Consistent with the discussion of the SPA above, the Company applied the provisions of pushdown accounting pursuant to Accounting Standards Codification No. 805 to the Company's consolidated financial statements. Acquisition-related expenses that are contingent on the execution of the transaction are not recognized in either the Predecessor or the Successor periods. Rather, these expenses have been recognized "on the line" (the black line separating the Predecessor and Successor periods).

(Continued)

PRIORITY ONDEMAND, LLC
(A Wholly Owned Subsidiary of Priority Ambulance Blocker Corp. and
Priority OnDemand Company Purchaser, LLC)
Notes to Consolidated Financial Statements

(d) Revenue

Medical Transportation

Net revenue is recorded at the transaction price estimated by the Company to reflect the total consideration due in exchange for providing patient care or services. In the ambulance industry these amounts are traditionally due from government programs such as Medicare and Medicaid, commercial insurance carriers, nursing homes or hospital facilities, the individual receiving care and other third-party payors (collectively, the Payors). The Company invoices the Payors within days of performing the service. The service provided is considered a single performance obligation as determined at the time patient care is provided. Revenue is recognized at the point in time the performance obligations are satisfied.

The Company determines the transaction price based on the patient acuity at time of care, mileage incurred, and under certain contracts medical supplies utilized during the transport, reduced by Medicare and Medicaid governmental contractual adjustments, or certain commercial insurance carrier negotiated in-network pricing. In addition, in certain situations, the Company provides services to patients regardless of their ability to pay. Services to these patients are not considered to be charity care and are included in net revenue based on the estimated consideration expected to be received.

Technology

Net revenue is recorded at the transaction price estimated by the Company to reflect the total consideration due in exchange for providing products and services. The Company's invoicing to the Payors doesn't always align with when the products or services are provided, typically occurring in advance. The products and services are generally capable of being distinct and accounted for as separate performance obligations. Revenue is recognized at a point in time when the promised goods and services are transferred, in an amount that reflects the consideration allocated to the respective performance obligation. The Company began recognizing technology revenue during the year ended December 31, 2021. Net revenue of approximately $650,000, $700,000, and $600,000 for the Successor Period, the period from January 1, 2022 to July 14, 2022, and the year ended December 31, 2021, respectively, is included in "Other" in the table below.

PRIORITY ONDEMAND, LLC
(A Wholly Owned Subsidiary of Priority Ambulance Blocker Corp. and Priority OnDemand Company Purchaser, LLC)
Notes to Consolidated Financial Statements

The following table summarizes the Company's net revenue during the Successor Period, Predecessor Period and year ended December 31, 2021 by primary payor:

	Successor		Predecessor			
	Period from July 15, 2022 through December 31, 2022		Period from January 1, 2022 through July 14, 2022		Period from January 1, 2021 through December 31, 2021	
Medicare	$ 49,763,218	36 %	52,765,643	35 %	103,752,721	39 %
Commercial	31,522,685	23	33,784,350	22	58,514,080	22
Facility	10,777,339	8	25,331,242	17	45,692,536	17
Medicaid	24,435,619	18	20,324,174	13	38,710,987	14
Self-pay	13,963,509	10	12,347,531	8	10,257,126	4
Other	8,751,473	5	6,816,393	5	10,101,712	4
	$ 139,213,843	100 %	151,369,333	100 %	267,029,162	100 %

(e) Accounts Receivable

Accounts receivable are recorded at net realizable value based on certain assumptions determined for each payor. For third-party payors including Medicare and Medicaid, the net realizable value is based on contractual adjustments, historical collection trends and other relevant information.

Significant changes in payor mix, economic conditions or trends in federal and state government healthcare coverage could affect the net realizable value of accounts receivable. The Company continually reviews the net realizable value of accounts receivable by monitoring historical cash collections.

(f) Fair Value

Fair value is a market-based measurement and is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Depending on the nature of the asset or liability, various techniques and assumptions can be used to estimate the fair value. Financial assets and liabilities are measured using inputs from three levels of the fair value hierarchy, as follows:

Level 1 – Inputs are quoted prices for identical assets or liabilities in active markets.

Level 2 – Inputs include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, or inputs other than quoted prices that are observable for the asset or liability.

Level 3 – Unobservable inputs, only used to the extent observable inputs are not available, reflect the Company's assumptions about the pricing of an asset or liability.

The Company uses fair value measurements to record the fair value of certain assets and liabilities and to estimate fair value of financial instruments not recorded at fair value but required to be disclosed at fair value.

PRIORITY ONDEMAND, LLC
(A Wholly Owned Subsidiary of Priority Ambulance Blocker Corp. and
Priority OnDemand Company Purchaser, LLC)
Notes to Consolidated Financial Statements

(g) Cash and Cash Equivalents

The Company considers all highly liquid financial instruments with original maturities of three (3) months or less to be cash equivalents. Under the Company's cash management practices, outstanding checks are netted against cash when there is sufficient cash available in the Company's bank accounts to cover the outstanding amount and a legally enforceable right of offset exists. Where there is no legally enforceable right of offset against cash balances and a form of overdraft protection does not exist, outstanding checks are classified as accounts payable within the accompanying consolidated balance sheets and the change in the related balances is reflected in operating activities in the accompanying consolidated statements of cash flows. There was $244,719 and $1,690,540 of outstanding checks included in accounts payable as of December 31, 2022 and 2021, respectively.

(h) Inventory

Inventory consists of disposable medical supplies and are carried at the lower of cost or net realizable value. Cost is determined on a first-in, first-out basis.

(i) Equipment and Leasehold Improvements

Equipment and leasehold improvements are carried at cost, less accumulated depreciation and are depreciated over the estimated useful life using the straight-line method. Equipment and vehicles are depreciated over three (3) years to ten (10) years. Leasehold improvements are capitalized and depreciated over the shorter of the contractual lease term or the estimated useful life. Depreciation expense was $7,800,010, $7,559,476 and $13,095,157 for the Successor Period, the period from January 1, 2022 to July 14, 2022, and the year ended December 31, 2021, respectively.

Maintenance and repair costs that do not improve or extend the useful life of assets are expensed as incurred.

(j) Goodwill

Goodwill represents the excess of the purchase price of an acquired company over the net fair value assigned to assets acquired, liabilities assumed and any noncontrolling interest in the acquiree. Goodwill is assessed for impairment annually or more frequently if events or changes in circumstances make it likely that impairment may have occurred. The Company performs its annual goodwill impairment test as of November 30. The Company has two (2) reporting units.

In evaluating goodwill for impairment, the Company may assess qualitative factors to determine whether it is more likely than not (a likelihood of more than 50%) that the fair value of a reporting unit is less than its carrying amount. If the qualitative assessment indicates that it is more likely than not that a reporting unit's fair value is not greater than its carrying amount, the Company must perform a quantitative impairment test. The fair value of a reporting unit is determined by a market approach based on each reporting unit's estimated discount rate and long-term growth rate or by (or in combination with) an income approach based on discounted estimated future cash flows from each reporting unit. If the estimated fair value of a reporting unit exceeds the carrying amount of a reporting unit, goodwill is not impaired. If the estimated fair value of a reporting unit is less than the carrying amount of the reporting unit, then a goodwill impairment loss is measured on such difference. The determination of fair value requires the Company to make significant judgments and estimates about future events. The estimated fair value of the Company's reporting units could change if there were future changes in the Company's capital structure, cost of debt, interest rates, capital expenditure levels, ability to perform at levels that were forecasted or changes in the capitalization of the Company. Due to inherent uncertainty involved in making these estimates, actual results could differ materially from the estimates. The Company evaluated the significant estimates used to determine the fair value of each reporting unit, both individually and in aggregate, and concluded they are reasonable. There were no impairment charges for the Successor Period, the period from January 1, 2022 to July 14, 2022, and the year ended December 31, 2021.

(k) Long-Lived Intangibles

All of the Company's long-lived intangible assets as of December 31, 2022, resulted from the SPA that closed on July 15, 2022, and were as follows (see further information in Note 3 Acquisitions):

Indefinite lives

An indefinite useful life is utilized if the Company believes the contract will be extended and renewed for an indefinite period. The Company evaluates the useful lives of its indefinite-lived intangible assets each reporting period to determine whether events and circumstances continue to support an indefinite useful life and performs an impairment analysis consistent with the guidance above for goodwill. The Company performs its annual impairment test as of November 30. Intangible assets with indefinite useful lives include:

(i) *Certificate of Need (CON)*

A legal document required by certain states to operate a ground ambulance service within a particular county. Obtaining a CON is a formal process whereby the applicant must prove a community has need for another ground ambulance provider. Once need is proven, the CON is issued to a specific applicant and cannot be transferred without a hearing and approval by the respective state agency. Consequently, obtaining a CON is a significant barrier to entry.

(Continued)

(ii) *911 contracts*

Entered into with a city, county or in certain cases directly with a hospital to provide emergency and nonemergency ambulance transport services. The 911 contracts are renewed regularly and based on historical experience and management's knowledge of these contracts, the Company believes they will be extended and renewed for an indefinite period. As the benefit of the contract extends for the foreseeable future, the Company considered the intangible asset to have an indefinite life.

(iii) *Trade name*

The value of the right to continue to utilize the acquired entity's operating name. The Company continues to operate under the names of its operating subsidiaries (see Note 1) and anticipates doing so for the foreseeable future, and therefore considers the trade name intangible asset to have an indefinite life.

Finite lives

The Company reviews its finite-lived intangible assets for impairment whenever events or changes in circumstances indicate that the related carrying amounts may not be recoverable, by comparing the carrying amount of such assets to the undiscounted future cash flows expected to result from the use and eventual disposition of the asset or asset group. In cases where the undiscounted cash flows are less than the related carrying amount, an impairment loss is recognized for an amount equal to the excess of the carrying amount over the fair value. The fair value is based on quoted market prices or, in instances where quoted market prices are not available, the present value of future cash flows using a discount rate commensurate with the risks involved. Intangible assets with finite useful lives include:

(iv) *Non-911 agreements*

Do not have any contractual rights or obligations but allow the Company to provide service to certain hospitals, nursing homes, and other facility-based customers. Based on historical experience and management's knowledge of these agreements, the Company believes that each year a certain percentage of its customer base will turnover, and based on this assessment, considered these intangible assets to have a finite life and has estimated useful lives of approximately sixteen (16) years.

(v) *Technology platform and customer relationships*

The value of the acquired software technology and relationships with customers who purchase the technology from the Company. The Company's technology platforms and customer relationships have an estimated useful life of approximately three (3) to eight (8) years.

The Company expenses all costs incurred to renew or extend intangible assets.

(Continued)

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(l) Equity Investments

During the year ended December 31, 2021 the Company recognized $3,751 of equity method income included in other (income) expense, net in the accompanying consolidated statements of operations for investments held during that period in which it could exercise significant influence under the equity method of accounting. Under this method the investment is initially measured at cost, including transaction costs and included in other assets. As of December 31, 2022, and 2021, the Company did not hold any investments accounted for under the equity method investments.

(m) Contingent Consideration

For certain acquisitions, the total purchase price includes payments contingent on the achievement of certain financial objectives. The fair value of the associated liability is evaluated on an annual basis based on the expected achievement of the financial objectives.

(n) Noncontrolling Interests

During the Predecessor Period, the noncontrolling interests were attributable to two (2) subsidiaries (Priority Ambulance Georgia, LLC and Priority Ambulance South Carolina, LLC) in which the Company did not own 100% of the entity. The Company allocated a portion of these two (2) subsidiaries net income or loss to the noncontrolling interests during the Predecessor Period. As a result of the SPA, the Company owned 100% of these entities during the Successor Period.

(o) Income Taxes

The income taxes for the Company's C-corporation subsidiaries are accounted for using the asset-and-liability method. Under this method, deferred income tax assets and liabilities are recognized for the expected future tax consequences attributable to temporary differences between the financial statements carrying amounts of existing assets and liabilities and their respective tax basis. Deferred tax assets are also recognized for net operating losses, capital losses and tax credit carryforwards. Deferred income tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which the related temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enacted rate. The Company's limited liability subsidiaries are not tax paying entities for federal income tax purposes. Accordingly, each of these entities' taxable income or loss is allocated to the Holders in accordance with provisions of its operating agreement. The Company recognizes interest and/or penalties related to unrecognized tax benefits in income tax expense in the accompanying consolidated statements of operations.

(p) Advertising

The Company expenses advertising (which in our industry are more accurately described as marketing costs) as incurred. Advertising expenses were $198,153, $149,786 and $299,394 for the Successor Period, the period from January 1, 2022 to July 14, 2022, and the year ended December 31, 2021, respectively. Advertising expense is included in general and administrative expense in the accompanying consolidated statements of operations.

(Continued)

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(q) 401(k) Plan

The Company has a defined contribution plan (401(k) Plan) covering eligible employees. The 401(k) Plan allows employees to contribute a portion of their compensation on a pretax basis in accordance with plan and statutory rules. The Company had no match or discretionary contributions for the Successor Period, the period from January 1, 2022 to July 14, 2022, and the year ended December 31, 2021.

(r) COVID-19 Pandemic

In January 2020, the Secretary of the U.S. Department of Health and Human Services (HHS) declared a national public health emergency due to a strain of coronavirus, generally referred to as COVID-19. The resulting measures to contain the spread and impact of COVID-19 and other developments related to COVID-19 affected the Company's results of operations during the Successor Period and the Predecessor Period. Where applicable, the impact resulting from the COVID-19 pandemic has been considered, including updated assessments of the recoverability of assets and evaluation of potential credit losses. As a result of the COVID-19 pandemic, federal and state governments passed legislation and took other administrative actions intended to assist healthcare providers in providing care to COVID-19 and other patients during the public health emergency. In March 2020, the federal government enacted the Coronavirus Aid, Relief and Economic Security Act (the CARES Act) which included the Provider Relief Fund, the Medicare Accelerated and Advance Payment Program and the Employee Retention Credit. The following is the Company's accounting policies for the recognition of these stimulus monies:

Provider Relief Fund – For the year ended December 31, 2021, the Company received $1,973,172 under the Provider Relief Fund. The recognition of amounts received is conditional upon the provision of care for individuals with possible or actual cases of COVID-19, certification that payment will be used to prevent, prepare for and respond to coronavirus and shall reimburse the recipient only for healthcare related expenses or lost revenue as defined by HHS. Amounts are recognized only to the extent the Company is reasonably assured that the underlying conditions have been met. For the year ended December 31, 2021, the Company recognized the full amount of the funds received under the Provider Relief Fund, which are included in other (income) expense, net in the accompanying consolidated statements of operations.

Accelerated and Advance Payment (AAP) Program – The AAP Program was a payment intended to provide necessary funds in circumstances such as a national emergency in order to accelerate cash flow to the impacted healthcare providers. Eligible healthcare providers were able to receive advanced payments of up to 100% of Medicare payments received in the previous six-month period to be repaid through withholding of future Medicare fee-for-service payments. During the year ended December 31, 2021, Medicare recouped $6,937,374 from the Company of the total $11,125,864 of AAP Program funds the Company had received. The remaining balance of $4,188,490 of AAP Program funds was due by September 2022 and was fully recouped by Medicare during the period January 1, 2022, to July 14, 2022.

(Continued)

Employee Retention Credit (ERC) – The ERC is a payroll tax refund from the United States Treasury Department applicable to businesses who kept employees on payroll during the pandemic throughout 2020 and for the first three quarters of 2021. The ERC offers a payroll tax refund through the IRS to eligible businesses of up to $5,000 per employee for all of 2020 and up to $7,000 per employee kept on the payroll for each quarter for Q1 through Q3 of 2021. During the Successor Period the Company recognized a benefit of $3,950,408, included in payroll and employee benefits in the accompanying consolidated statements of operations, with a receivable for the same amount that remained outstanding as of December 31, 2022, within other assets on the consolidated balance sheet for the ERC refund it expects to receive.

(s) Leases

The Company determines if an arrangement is a lease at its inception. Operating lease arrangements are comprised primarily of real estate agreements for which the right-of-use ("ROU") assets are included in other assets and the corresponding lease liabilities, depending on their maturity, are included in accrued and other current liabilities or other liabilities in the Consolidated Balance Sheet.

ROU assets represent the right to use an underlying asset for the lease term and lease liabilities represent the obligation to make lease payments arising from the lease. ROU assets and lease liabilities are recognized at the lease commencement date based on the estimated present value of lease payments over the lease term. The lease term includes options to extend the lease. Because the Company is not reasonably certain to exercise these renewal options, the options are not considered in determining the lease term, and associated potential option payments are excluded from lease payments. Leases with a term of 12 months or less are not recorded on the Consolidated Balance Sheet.

The Company monitors for events or changes in circumstances that require a reassessment of one of its leases. When a reassessment results in the remeasurement of a lease liability, a corresponding adjustment is made to the carrying amount of the corresponding ROU asset unless doing so would reduce the carrying amount of the ROU asset to an amount less than zero. In that case, the ROU asset is reduced to zero and the remainder of the adjustment is recorded in profit or loss.

The Company uses its estimated incremental borrowing rate in determining the present value of lease payments considering the term of the lease, which is derived from information available at the lease commencement date, giving consideration to publicly available data for instruments with similar characteristics. The Company accounts for the lease and non-lease components as a single lease component.

(t) Recently Adopted Accounting Pronouncements

In October 2021, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2021-08, *Business Combinations*. ASU No. 2021-08 requires that an acquirer recognize and measure contract assets and liabilities in a business combination as if the acquirer had originated the contracts. ASU 2021-08 is effective for fiscal years beginning after December 15, 2023. The Company adopted ASU 2021-08 upon issuance and applied the standard retrospectively to the beginning of the year. The adoption of ASU 2021-08 did not have a material impact on the Company's consolidated financial statements.

In March 2020, the FASB issued ASU No. 2020-04, *Reference Rate Reform*. ASU 2020-04 is intended to ease the potential burden in accounting for or recognizing the effects of the phase out of LIBOR at the end of 2021. The ASU is optional and provides relief around modification accounting as it specifically arises from changing reference rates. ASU No. 2020-04 is effective from March 12, 2020, through December 31, 2022, and the adoption did not have a material impact on the Company's consolidated financial statements.

In February 2016, the FASB issued ASU No. 2016-02, *Leases*. ASU No. 2016-02 amends the existing accounting standards for lease accounting, including requiring lessees to recognize most leases in the consolidated balance sheets and making targeted changes to lessor accounting. The new leases standard requires a modified retrospective approach for all leases existing at, or entered into after, the date of initial application, with an option to use certain transition relief. ASU No. 2016-02 is effective for fiscal years beginning after December 15, 2021. The Company adopted the ASU No 2016-02 as of January 1, 2022, using the effective date method by recording right-of-use assets of $18,007,832, net of deferred rent liabilities of $390,752 that were reclassified to right-of-use assets, and lease liabilities of $17,617,080. Under this method, periods prior to 2022 remain unchanged. The Company applied the practical expedients relating to the leases that commenced before January 1, 2022 whereby the Company elected to not reassess the following: (i) whether any expired or existing contracts contain leases; (ii) the lease classification for any expired or existing leases; and (iii) initial direct costs for any existing leases. See Note 12 Leases for further information and disclosures relating to ASU No 2016-02.

(u) Recently Issued Accounting Pronouncements

In June 2016, the FASB issued ASU No. 2016-13, *Measurement of Credit Losses on Financial Instruments*. ASU No. 2016-13 amends the current incurred loss impairment methodology and requires a broader range of reasonable and supportable information to inform credit loss estimates. The new standard requires that financial statement assets measured at an amortized cost be presented at the net amount expected to be collected through an allowance for credit losses that is deducted from the amortized cost basis. ASU No. 2016-13 will be effective for fiscal years beginning after December 15, 2022 with early adoption permitted. On adoption, the Company does not expect a material impact on its consolidated financial statements.

(Continued)

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(3) Acquisitions

Successor Period

(a) SPA

On July 15, 2022, when Priority Ambulance Holdings, LLC sold 100% of its ownership to Priority Ambulance Blocker Corp. and to Priority OnDemand Company Purchaser, LLC in the SPA entered into on March 10, 2022, which closed on July 15, 2022, for $265,000,000, subject to certain adjustments and contingent consideration in the form of earnouts based on the performance of the Company after the close of the transaction. As a result of the SPA, the Member elected to apply pushdown accounting to the Company's consolidated financial statements under the provisions of purchase accounting for business combinations. Based on the value of consideration transferred, the purchase price was determined to be $239,120,986, which included $233,147,973 of cash consideration and $5,973,013 of interests that certain previous owners rolled over into the acquired company. The purchase price was allocated to the assets and liabilities acquired based on their respective fair values:

Cash	$	1,230,897
Accounts receivable		49,806,435
Inventory		3,671,481
Prepaid expenses and other current assets		14,470,496
Equipment and leasehold improvements		58,356,483
Intangible assets		79,270,000
Goodwill		74,407,600
Other assets		18,089,531
Accounts payable and accrued liabilities		(40,685,079)
Debt		(4,936,468)
Deferred tax liabilities		(1,423,341)
Other liabilities		(13,137,049)
Total net assets	$	239,120,986

The purchase price was funded in part by $136,053,182 of net proceeds, after debt issuance costs, from the 2022 Credit Agreement, for which the Company is jointly and severely liable, and has recorded as an obligation on its consolidated balance sheet.

The $233,147,973 of cash consideration transferred includes $60,805,408 issued to the selling shareholders, $2,000,000 that was remitted to an escrow account to be released to the selling shareholders subject to certain working capital and indemnity related adjustments, $13,122,257 was used to pay off transaction expenses on the sellers' behalf, and $157,220,308 to extinguish the Company's Predecessor debt upon closing the acquisition, including the obligations outstanding under the 2017 Credit Agreement. These pay offs are not reflected as activity within the accompany statements of cash flows as they were recognized "on the line" (the black line separating the Predecessor and Successor periods).

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The consideration transferred also includes two separate contingent consideration arrangements, both of which have de minimus fair value as of the close date:

- Cash collection shortfall payment: Subsequent to closing, an updated estimate of the projected cash shortfall from receivables earned from January 1, 2022, through May 31, 2022, will be prepared. Any reduction in the estimated cash shortfall from the amount estimated as of the Acquisition close date used in a formula to determine the amount of additional cash consideration to be paid to the selling shareholders. Based on the formula, the maximum additional cash consideration that can be paid is $7,500,000.
- Earn-out payment: An earn-out payment ranging from zero to $27,000,000 would be earned based on the Company's adjusted earnings before interest, taxes, depreciation and amortization (EBITDA) calculated for the 12-month period from February 1, 2022, through January 31, 2023. No earn-out payment was expected at the time of the acquisition.

At the time of acquisition, the intangible assets were as follows, with their fair values determined as indicated:

	Fair value	Fair value determination method	Estimated useful life (in years)
Finite lived:			
Non-911 agreements	$ 6,770,000	Multiple Period Excess Earnings Method (MPEEM)	16
Tech platforms:			
Randesco technology	140,000	MPEEM	3 – 8
Randesco customer relationships	260,000	Distributor Method	3 – 8
Ondemand visit technology	4,120,000	Cost Approach	3 – 8
Total tech platforms	4,520,000		
Total finite lived intangible assets	11,290,000		
Indefinite lived:			
Cons	43,290,000	MPEEM	n/a
911 contracts	13,210,000	MPEEM	n/a
Trade names	11,480,000	Relief From Royalty Method	n/a
Total indefinite lived intangible assets	67,980,000		
Total intangible assets	$ 79,270,000		

The Company incurred acquisition-related expenses during the Predecessor Period of $3,022,258. Additionally, certain acquisition-related expenses were contingent on the execution of the transaction and have not been recognized in either the Predecessor or the Successor periods. Rather, these contingent fees have been recognized "on the line" (the black line separating the Predecessor and Successor periods), as a policy election made by the Company. Contingent fees incurred totaling $17,237,954 were recognized on the line.

The goodwill recorded for this acquisition primarily represents the value the Company expects to obtain from synergies and growth opportunities.

Predecessor Period

The following acquisitions occurred during the Predecessor Period, with financial statement amounts as they were during the Predecessor Period. The net book values of assets and liabilities, from these acquisitions, which existed as of July 15, 2022, were revalued, and recorded at fair market value and remaining useful lives were reassessed and updated accordingly, as a result of the SPA that occurred on the first day of the Successor Period, as described above.

(b) First Call, LLC (First Call)

In October 2021, Priority acquired 100% of the ownership interest of First Call. First Call operates emergency and nonemergency ground ambulance transportation in the state of Tennessee. The cash purchase price of $15,572,351 was funded by term loan and revolving loan borrowings.

The purchase price was allocated to the assets and liabilities acquired based on their respective fair values:

Cash	$	335,380
Accounts receivable		1,274,917
Inventory		116,330
Prepaid expenses and other current assets		151,569
Equipment and leasehold improvements		3,049,690
Intangible assets		4,310,000
Goodwill		8,013,441
Accounts payable and accrued liabilities		(1,678,976)
Total net assets	$	15,572,351

The Centers for Medicare and Medicaid Services (CMS) challenged certain aspects of an enhanced Medicaid Reimbursement Program in the State of Tennessee; however, the final valuation of accounts receivable and accounts payable and accrued liabilities was unchanged during 2021 from amounts reported in 2022, based upon the final determination of the program.

At the time of acquisition, the intangible assets were comprised of a 911 contract ($1,550,000), non-911 agreements ($2,550,000) and a trade name ($210,000). The fair value of the 911 contract and non-911 agreements were determined using the multiple period excess earnings method and include contributory asset charges. The fair value of the trade name was determined using the relief from royalty method.

The 911 contract is renewed regularly and based on historical experience and management's knowledge of the contract, the Company believes the contract will be extended and renewed for an indefinite period. As the benefit of the contract extends for the foreseeable future, the Company considered the intangible asset to have an indefinite life.

(Continued)

The non-911 agreements do not have contracted rights or obligations but allow First Call to provide service to certain hospitals, nursing homes, and other facility-based customers. Based on historical experience and management's knowledge of these agreements, the Company believes that each year a certain percentage of its customer base will turnover. As such, the Company considered the intangible asset to have a finite life and it was amortizing the intangible asset over eight (8) years.

The acquired entity continues to operate under the First Call name and the Company anticipates doing so for the foreseeable future, and therefore considered the trade name intangible asset to have an indefinite life.

The Company incurred acquisition-related expenses of $140,199 during the year ended December 31, 2021.

The goodwill recorded for this acquisition primarily represents the value the Company expects to obtain from synergies and growth opportunities.

(c) OnDemand Visit, Inc. (ODV)

In July 2021, Priority acquired 100% ownership interest of ODV. ODV designed and developed a virtual telehealth software solution to combine telehealth and emergency services platforms with physicians and mid-level practitioners to provide care. The acquisition was achieved in multiple transactions that were completed simultaneously: (i) Priority Ambulance Holdings, LLC (Priority Holdings) acquired 51.5% of ODV for $2,186,250 of Class A common units (Common Units) of Priority Holdings, (ii) Priority Holdings contributed the 50.1% ownership of ODV to Priority Ambulance and (iii) Priority Ambulance acquired the remaining 48.5% of ODV directly for cash of $2,058,557.

The purchase agreement requires a certain amount of cash and net working capital as of the acquisition date. The finalization of these calculations did not result in an adjustment to the purchase price.

The purchase price was allocated to the assets and liabilities acquired based on their respective fair value:

Cash	$	1,596
Accounts receivable		72,894
Prepaid and other assets		202,184
Equipment and leasehold improvements		20,000
Intangible assets		4,572,700
Goodwill		381,262
Accounts payable and accrued liabilities		(1,005,829)
Total net assets	$	4,244,807

The intangible assets were comprised of technology platform ($4,570,000) and trade name ($2,700). The fair value of the technology platform was determined under the cost of replacement methodology. The fair value of the trade name was determined using the relief from royalty method.

(Continued)

The underlying software in the technology platform was determined to have a finite life, as such the Company was amortizing the intangible asset over four (4) years.

The acquired entity continues to operate under the ODV name and Company anticipates doing so for the foreseeable future, and therefore considered the trade name intangible asset to have an indefinite life.

The Company incurred acquisition related expenses of $163,621 for the year ended December 31, 2021.

The goodwill recorded for this acquisition primarily represents the value the Company expects to obtain from synergies and growth opportunities.

(d) Randseco, LLC (Randseco)

Priority had acquired a 20% ownership interest in Randseco in June 2020 for $800,000. In June 2021, Priority acquired the remaining 80% of Randseco. Randseco is a software developer located in Massachusetts focused on designing and developing software solutions for healthcare organizations and emergency medical transportation organizations. The cash purchase price for the 80% interest of $3,161,471 was funded with cash flow from operations.

The purchase price was allocated to the assets and liabilities acquired based on their respective fair value:

Cash	$	23,684
Accounts receivable		218,475
Prepaid and other assets		314,878
Equipment and leasehold improvements		6,000
Intangible assets		1,641,900
Goodwill		1,961,752
Accounts payable and accrued liabilities		(205,218)
Total net assets	$	3,961,471

The intangible assets were comprised of technology platform ($1,120,000), customer contracts ($397,000) and trade name ($124,900). The fair value of the technology was determined using the multiple period excess earnings method and included contributory asset charges. The fair value of the customer contracts was determined using the distributor method under the income approach. The fair value of the trade name was determined using the relief from royalty method.

The acquired entity continues to operate under the Randseco name and the Company anticipates doing so for the foreseeable future, and therefore has considered the trade name intangible asset to have an indefinite life.

The Company incurred acquisition related expenses of $62,582 for the year ended December 31, 2021.

The goodwill recorded for this acquisition primarily represents the value the Company expects to obtain from synergies and growth opportunities.

(e) Newton

In May 2021, Priority acquired through a business combination certain operating assets and liabilities of an ambulance company located in Newton County, Georgia. The cash purchase price of $403,289 was funded with cash flow from operations.

The purchase price was allocated to the assets and liabilities acquired based on their respective fair value:

Inventory	$	34,169
Equipment and leasehold improvements		369,120
Total net assets	$	403,289

The Company incurred acquisition related expenses of $18,885 for the year ended December 31, 2021.

(4) Fair Value Measurements

Financial Instruments Reported at Fair Value – Recurring

The table below presents the assets and liabilities measured at fair value on a recurring basis as of December 31, 2022 and 2021, aggregated by the applicable level in the fair value hierarchy:

		Successor			
		2022			
		Level 1	Level 2	Level 3	Total
Contingent consideration	$	—	—	—	—

		Predecessor			
		2022			
		Level 1	Level 2	Level 3	Total
Contingent consideration	$	—	—	585,260	585,260

The contingent consideration in the table for 2021 relates to an acquisition in 2020 and was valued as of December 31, 2021, based on the Company's judgment as to the probability of achieving certain financial targets obligating the Company to pay additional consideration to the seller. The additional consideration was settled for $1,209,485 and this amount was paid to the seller during the Successor Period.

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The table below presents the reconciliation of the contingent consideration liability measured and recorded at fair value on a recurring basis using significant unobservable inputs:

Balance as of December 31, 2020	$ 1,600,000
Adjustments	10,678,060
Payments	(4,027,800)
Conversion to debt	(7,665,000)
Balance as of December 31, 2021	585,260
Adjustments (period from January 1, 2022 to July 14, 2022)	624,225
Payments (Successor Period)	(1,209,485)
Balance as of December 31, 2022	$ —

Financial Instruments Disclosed at Fair Value

As of December 31, 2022 and 2021, the Company considers the carrying values of cash and cash equivalents, accounts receivable, accounts payable and accrued and other current liabilities to approximate fair value for these financial instruments because of the relatively short period of time between origination of these instruments and their expected realization. As of December 31, 2022 and 2021, the Company considers the carrying value of debt to approximate fair value for this financial instrument because of the relatively short period of time since the last amendment or borrowing.

(5) Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets consist of the following:

	Successor 2022	Predecessor 2021
Receivables from insurers	$ 90,163	2,444,770
Prepaid insurance and workers' compensation premiums	5,109,495	3,567,421
Federal & State tax credits	—	344,270
Income taxes receivable	57,277	37,033
Tuition reimbursement & In-House training	159,311	1,037,266
Other	2,686,504	4,733,737
	$ 8,102,750	12,164,497

Other consists of deposits, prepaid rent, employee advanced Medic or EMT certification loans and other miscellaneous items.

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(6) Equipment and Leasehold Improvements

Equipment and leasehold improvements consist of the following:

	Successor 2022	Predecessor 2021
Vehicles	$ 37,274,213	55,160,751
Medical and communication equipment	19,630,373	23,655,722
Furniture and fixtures	465,216	509,739
Computer and office equipment	5,685,538	7,748,525
Leasehold improvements	590,193	613,060
	63,645,533	87,687,797
Accumulated depreciation and amortization	(9,294,348)	(42,756,359)
Total	$ 54,351,185	44,931,438

(7) Goodwill and Intangible Assets

Goodwill

The following table is a rollforward of the carrying amount of goodwill for the Predecessor Period:

Balance as of December 31, 2020	$ 57,047,886
LifeCare acquisition adjustment	(246,606)
Ambucare acquisition adjustment	(280,153)
Randesco acquisition	1,961,752
ODV acquisition	381,262
First Call acquisition	8,013,441
Balance as of December 31, 2021	66,877,582
ODV acquisition	284,700
Balance as of July 14, 2022	$ 67,162,282

The following table is a rollforward of the carrying amount of goodwill for the Successor Period:

Balance as of July 15, 2022	$ 74,407,600
SPA	(16,395)
Balance as of December 31, 2022	$ 74,391,205

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Intangible Assets

Intangible assets consist of the following:

	Successor December 31, 2022			Predecessor December 31, 2021		
	Gross Carrying Amount	Accumulated Amortization	Net	Gross Carrying Amount	Accumulated Amortization	Net
Finite Lived:						
Non-911 Agreements	$ 6,770,000	(204,242)	6,565,758	27,827,000	(10,213,900)	17,613,100
911 Contracts	—	—	—	589,205	(589,205)	—
Tech Platforms	4,520,000	(731,138)	3,788,862	5,690,000	(672,890)	5,017,110
	11,290,000	(935,380)	10,354,620	34,106,205	(11,475,995)	22,630,210
Indefinite Lived:						
CONs	43,290,000	—	43,290,000	5,749,581	—	5,749,581
911 Contracts	13,210,000	—	13,210,000	11,970,000	—	11,970,000
Trade Names	11,480,000	—	11,480,000	3,562,600	—	3,562,600
	67,980,000	—	67,980,000	21,282,181	—	21,282,181
Total	$ 79,270,000	(935,380)	78,334,620	55,388,386	(11,475,995)	43,912,391

Amortization expense was $935,380, $2,214,964 and $3,440,473 for the Successor Period, the period from January 1, 2022 to July 14, 2022, and the year ended December 31, 2021, respectively. As of December 31, 2022, the future amortization expense of intangible assets for the next five (5) years is expected to be:

Year:	Amount
2023	$ 1,870,759
2024	1,870,759
2025	1,128,093
2026	441,426
2027	441,426
Thereafter	4,602,157
Total	$ 10,354,620

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(8) Accrued and Other Current Liabilities

Accrued and other current liabilities consist of the following:

	Successor 2022	Predecessor 2021
Medicare advance payments	$ —	4,188,490
Operating leases	5,102,727	—
Payroll related	6,717,287	6,027,545
Employee benefits	4,898,075	3,587,054
Insurance and workers' compensation claim reserves	1,658,879	4,172,126
Contingent consideration	—	585,260
Other	6,678,123	5,858,281
Total	$ 25,055,091	24,418,756

Other consists of expenses not invoiced, deferred rent, escheatment liabilities, billing refunds, federal and state taxes and other miscellaneous items.

(9) Debt

The following is a summary of the Company's outstanding debt:

	Successor 2022	Predecessor 2021
Term Loan	$ 140,000,000	117,622,553
Seller note	—	23,251,616
Revolving loan	2,000,000	7,000,000
Promissory note	1,431,795	1,773,717
Capital lease	—	16,401
	143,431,795	149,664,287
Debt issuance costs and discounts	(3,641,222)	(594,932)
	139,790,573	149,069,355
Current portion	(4,649,100)	(1,779,967)
Long-term portion	$ 135,141,473	147,289,388

(a) 2017 Credit Facility

In April 2017, the Company entered into a Credit Facility (2017 Credit Facility) consisting of a five-year term loan and a five-year revolving commitment. The Company was the guarantor of the obligation and all assets were pledged as collateral under the 2017 Credit Facility. As of December 31, 2021, $117,622,553 of the term loan and $7,000,000 of the $15,000,000 revolving loan, respectively, was

(Continued)

outstanding. Also, as of December 31, 2021, $5,188,368 of letters of credit were outstanding. The 2017 Credit Facility was terminated in July 2022 as part of the SPA that closed on July 15, 2022, and all outstanding obligations were repaid with proceeds from the SPA.

(b) Seller Note

In October 2020, the Company executed a $14,400,000 promissory note with the sellers of LifeCare (Seller Note). During the year ended December 31, 2021, $7,665,000 of earnout and $1,186,616 of accrued interest were added to the principal balance. As of December 31, 2021, $23,251,616 was outstanding on the Seller Note. The Seller Note bore interest of 8.00% per annum, which was added to the principal balance annually. The Seller Note was repaid in July 2022 with proceeds from the SPA that closed on July 15, 2022.

(c) Promissory Note

In June 2021, the Company executed a $4,374,304 Promissory Note that bears interest at 5.49% per annum that required monthly payments and had an outstanding balance of $1,773,717 as of December 31, 2021, which was paid in full in March 2022.

In March 2022, the Company entered a $2,000,000 subordinated promissory note and in June 2022, the Company entered a $3,213,660 subordinated promissory note, both of which were repaid in July 2022 with proceeds from the SPA that closed on July 15, 2022.

In July 2022, prior to the SPA that closed on July 15, 2022, the Company executed a $6,314,106 Promissory Note that bears interest at 6.99% per annum that requires monthly payments and had an outstanding balance of $1,431,795 as of December 31, 2022.

(d) 2022 Credit Facility

Contemporaneous with the close of the SPA on July 15, 2022, certain of the Company's existing indebtedness at that time, including obligations under the 2017 Credit Facility, were extinguished using the proceeds from the transaction. The acquiring entity funded the transaction through a combination of equity and debt financing. The debt financing was in the form of a new credit facility (the 2022 Credit Facility). Priority OnDemand Midco 2, L.P., which became the 100% owner of Priority Ambulance Blocker Corp. and Priority OnDemand Company Purchaser, LLC, is the borrower and the Company is jointly and severally liable under the 2022 Credit Facility, with all assets of the Company pledged as collateral. The 2022 Credit Facility consists of a six-year $140,000,000 term loan (Term Loan) and a five-year $25,000,000 revolving commitment (Revolving Loan), and $50,000,000 of aggregate principal available in the future under delayed draw commitments. The Term Loan and Revolving Loan mature in May 2028.

The 2022 Credit Facility requires the Company to meet certain financial tests, including adjusted EBITDA, interest charge coverage ratio, fixed charge coverage ratio, total net funded debt to EBITDA ratio and a limit on capital expenditures. The Credit Facility also contains covenants which, among other things, limit the incurrence of additional indebtedness, dividends, transactions with affiliates, asset sales, acquisitions without prior review and approval, mergers, prepayments of other indebtedness, liens and encumbrances, and other matters customarily restricted in such agreements.

(Continued)

The Company was in compliance with all the applicable covenants under the Credit Facility as of December 31, 2022.

Term Loan

As of December 31, 2022, $140,000,000 of the Term Loan was outstanding. The Term Loan bears interest based on the Secured Overnight Financing Rate (SOFR) plus a margin ranging from 5.25% to 5.75% per annum (subject to a SOFR adjustment of 1.0%) based on the Company's leverage ratio. As of December 31, 2022, the margin was 5.50% per annum and the SOFR was 4.758%, for a total rate of 10.258%. The Term Loan requires quarterly principal payments with a final installment payment due at maturity. The Term Loan may be prepaid without penalty (other than payment of certain losses and expenses incurred by the lender as a result of such prepayment) at any time at the option of the Company.

Revolving Loan

The $25,000,000 Revolving Loan includes a letter of credit sub-line, whereby $15,000,000 of the facility can be utilized to issue letters of credit. Outstanding letters of credit reduce the borrowing capacity of the Revolving Loan. As of December 31, 2022, there were $6,102,604 of outstanding letters of credit. Borrowings on the Revolving Loan bear interest at Term SOFR plus a margin of 3.5%. As of December 31, 2022, the total interest rate was approximately 8.258% per annum. The Revolving Loan is also subject to a 0.50% commitment fee, which is equal to the total amount of the facility minus any outstanding draws and/or letters of credit. At issuance all letters of credit are charged a fee of 3.5% of the total of each letter of credit.

(e) Future Debt Maturities and Principal Payments

The following table summarizes the debt maturities and scheduled principal payments as of December 31, 2022:

Year:	
2023	$ 1,391,272
2024	1,377,411
2025	1,363,689
2026	1,350,103
2027	1,336,652
Thereafter	133,180,873
Total	$ 140,000,000

(Continued)

PRIORITY ONDEMAND, LLC
(A Wholly Owned Subsidiary of Priority Ambulance Blocker Corp. and
Priority OnDemand Company Purchaser, LLC)
Notes to Consolidated Financial Statements

(10) Workers' Compensation and Property/Casualty Insurance Programs

The Company carries a broad range of insurance policies, including workers' compensation, auto liability, professional/general liability, property, auto yard coverage, and other lines of coverage in order to minimize the risk of loss due to accident, injury, automobile and professional liability claims resulting from operations and to comply with certain legal and contractual requirements. The Company retains certain levels of exposure and purchases coverage from third-party insurers for exposure in excess of those levels. The Company establishes reserves for both claims reported and incurred but not reported on a gross basis. A receivable is recognized for amounts expected to be recovered from insurers in excess of the retention limits. The Company regularly evaluates the financial capacity of its insurers to assess the recoverability of the receivable.

(a) Captive Insurance Program

The Company (Captive Member) has an equity interest in a captive insurance (Captive) company. The Captive provides statutory workers' compensation coverage and the first $1,000,000 of primary auto liability coverage. All of the Company's workers' compensation and primary auto liability are covered under the Captive except in states that require participation in state fund workers' compensation programs. The Captive evaluates actual and actuarially developed insurance claims history and charges the Captive Member an annual premium by line of coverage accordingly. The annual premiums are then allocated as follows: (a) Fund A covering the first $100,000 of each occurrence, (b) Fund B covers the remainder of the Captive Member's loss layer of $400,000 total per occurrence effective with 2021 renewal (previously $300,000) plus a proportional share of allocated loss adjustment expense, and (c) administrative costs that include reinsurance, fronting costs, claims administration, and other general costs. In any given plan year, the Captive Member can be charged a premium experience adjustment of up to 100% of its Fund A premium allocation to cover adverse loss experience. In addition, by plan year, if the Captive Member's Fund B contribution is exhausted and no excess premiums remain in the Fund A layer, then the other Captive members fund the Captive Member's Fund B balance. If another Captive member exhausts their Fund B, the Captive Member may be charged a proportional share of allocated losses on behalf of the other member. Both the workers' compensation and the primary auto liability program are written as occurrence-based policies. Each policy year's claims experience and financial results stand-alone by member. For any given policy year, if the Captive Member claims experience, plus the allocated loss adjustment expense are less than the premiums paid the Captive may return the remaining balance to the Captive Member.

(b) Other Insurance Programs

The Company purchases first dollar coverage on the majority of its insurance programs but did retain levels of self-insured retention on professional/general liability programs ($100,000/occurrence effective with 2021 renewal, previously $25,000/occurrence), auto yard coverage ($25,000/occurrence) and directors and officers coverage ($100,000/occurrence).

PRIORITY ONDEMAND, LLC
(A Wholly Owned Subsidiary of Priority Ambulance Blocker Corp. and
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Notes to Consolidated Financial Statements

(c) Receivables from Insurers and Claims Reserves

The following table presents the classification in the accompanying consolidated balance sheets of the receivables from insurers and claim reserves as of December 31, 2022 and 2021:

	Successor 2022	Predecessor 2021
Receivables from insurers:		
Prepaid expenses and other current assets	$ 90,163	2,444,770
Insurance and workers' compensation claim reserves:		
Accrued and other current liabilities	1,658,879	4,172,126
Other liabilities	755,398	486,363
Total	2,414,277	4,658,489
Net liabilities	$ 2,324,114	2,213,719

(11) Commitments and Contingencies

(a) Indemnifications

The Company is a party to a variety of agreements entered into in the ordinary course of business pursuant to which it may be obligated to indemnify other parties for certain liabilities that arise out of or relate to the subject matter of the agreements. Some of the agreements entered into by the Company require it to indemnify other parties against losses due to property damage, including environmental contamination, personal injury, failure to comply with applicable laws, the Company's negligence or reckless or willful misconduct, or breach of representations, warranties and covenants.

The Company provides for indemnification of directors, officers and other persons in accordance with limited liability agreements, certificates of incorporation, bylaws, articles of association or similar organizational documents. In addition, the Company has entered into indemnification agreements with certain members of management of the Company. The Company maintains directors' and officers' insurance, which should enable it to recover a portion of any future amounts paid, although there can be no assurance that the amounts available under such policies would be sufficient to satisfy fully the Company's payment obligations.

While the Company's future obligations under certain agreements may contain limitations on liability for indemnification, other agreements do not contain such limitations, and under such agreements, it is not possible to predict the maximum potential amount of future payments due to the conditional nature of the Company's obligations and the unique facts and circumstances involved in each particular agreement. Historically, payments made by the Company under any of these indemnities have not had a material effect on the Company's business, financial condition, results of operations or cash flows. Additionally, based on facts and circumstances currently known to the Company, it does not believe that any amounts that it may be required to pay under these indemnities in the future will be material to its business, financial condition, results of operations or cash flows.

PRIORITY ONDEMAND, LLC
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Notes to Consolidated Financial Statements

(b) Legal Proceedings

From time to time, the Company is party to, or otherwise involved in, lawsuits, claims, proceedings, investigations and other legal matters that arise in the ordinary course of conducting its business. The Company cannot predict with certainty the ultimate outcome of any such lawsuits, claims, proceedings, investigations and other legal matters to which it may be a party, or in which it may otherwise be involved, due to, among other things, the inherent uncertainties of litigation, government investigations and proceedings and legal matters in general. The Company may also be subject to requests and subpoenas for information in independent investigations. An unfavorable outcome in such lawsuits against the Company or in a government investigation or proceeding could result in substantial potential liabilities and have a material adverse effect on the Company's business, financial condition, results of operations and cash flows. Further, such proceedings and investigations, and the Company's actions in response to them, could result in substantial potential liabilities, additional defense and other costs, increase the Company's indemnification obligations, divert management's attention, and/or adversely affect the Company's ability to execute its business and financial strategies. The Company believes that there are no matters that would have a material adverse effect on the Company's financial position, results of operations or cash flows.

(c) Regulatory Compliance

The Company is subject to numerous laws and regulations of federal, state and local governments. These laws and regulations include, but are not limited to, matters such as licensure, accreditation, government healthcare program participation requirements, reimbursement for patient services and Medicare and Medicaid fraud and abuse. Within the healthcare industry, government investigations and allegations concerning possible violations of fraud and abuse statutes and regulations by healthcare providers is ongoing. From time to time, the Company is subject to investigations relating to Medicare and Medicaid laws pertaining to its industry. The Company cooperates fully with the government agencies that conduct these investigations. Violations of these laws and regulations could result in exclusion from government healthcare programs together with the imposition of significant fines and penalties, as well as significant repayment obligations for patient services previously billed. Additionally, under the Company's existing compliance program, the Company initiates its own investigations and conducts audits to examine compliance with various policies and regulations, including periodic reviews of the levels of service and corresponding rates the Company bills to various payers. Internal investigations or audits may result in significant repayment obligations for patient services previously billed or the modification of estimates relating to reimbursements. The Company believes that it is substantially in compliance with fraud and abuse statutes and their applicable governmental interpretation. The Company believes the outcome of any of these investigations or audits would not have a material adverse effect on the Company's financial position, results of operations or cash flows.

(d) Services Agreement – Related Party

The Company has a services agreement with a Holder. The agreement provides for the Company to pay a management fee and a fee for certain transactions. Management and transaction fee expense for the Successor Period, the period from January 1, 2022 to July 14, 2022, and the year ended December 31, 2021 was $474,866, $300,904, and $644,956, respectively.

PRIORITY ONDEMAND, LLC
(A Wholly Owned Subsidiary of Priority Ambulance Blocker Corp. and
Priority OnDemand Company Purchaser, LLC)
Notes to Consolidated Financial Statements

(e) Collective Bargaining Agreement

Approximately 8% of the Company's employees were covered by a collective bargaining agreement as of December 31, 2022 and 2021. The collective bargaining agreement expires in December 2023.

(12) Leases

The Company has various real estate and equipment lease agreements that generally require fixed rental payments and may also include escalation and renewal options. There are also certain insignificant finance leases recorded in the Consolidated Balance Sheet. The Company's existing leases do not contain significant restrictive provisions or residual value guarantees.

The components of lease expense are as follows:

	Successor Period from July 15, 2022 through December 31, 2022	Predecessor Period from January 1, 2022 through July 14, 2022
Operating lease	$ 2,333,480	2,825,803
Variable lease	—	—
Short-term lease	1,117,787	1,174,779
Total lease expense	$ 3,451,267	4,000,582

The lease liabilities were included in the following captions in the Consolidated Balance Sheet:

	As of December 31, 2022
Accrued and other current liabilities	$ 5,102,727
Other liabilities	11,487,709
	$ 16,590,436

Operating lease assets of $16,767,687 are included in other assets in the Consolidated Balance Sheet as of December 31, 2022. As of December 31, 2022, the weighted-average remaining lease-term was approximately 3.9 years and the weighted-average discount rate was approximately 5.2%.

PRIORITY ONDEMAND, LLC
(A Wholly Owned Subsidiary of Priority Ambulance Blocker Corp. and Priority OnDemand Company Purchaser, LLC)
Notes to Consolidated Financial Statements

The reconciliation of the maturities of the operating leases to the lease liabilities recorded in the Consolidated Balance Sheet as of December 31, 2022 is as follows:

Year:	
2023	$ 5,263,036
2024	4,780,386
2025	3,976,667
2026	2,800,734
2027	1,156,636
Thereafter	477,282
Total lease payments	18,454,741
Less interest	(1,864,305)
Amounts recorded in the Consolidated Balance Sheet	$ 16,590,436

Other information related to leases was as follows:

	Successor Period from July 15, 2022 through December 31, 2022	Predecessor Period from January 1, 2022 through July 14, 2022
Supplemental cash flow information:		
Cash paid for amounts included in the measurement of lease liabilities:		
Cash used in operations for operating leases	$ 2,532,675	2,559,546
ROU assets obtained in exchange for operation lease obligations	1,113,288	1,824,243

(Continued)

PRIORITY ONDEMAND, LLC
(A Wholly Owned Subsidiary of Priority Ambulance Blocker Corp. and Priority OnDemand Company Purchaser, LLC)
Notes to Consolidated Financial Statements

Total rent expense for the year ended December 31, 2021, was $6,298,861. There was no material contingent rentals or sublease income for the year ended December 31, 2021. Rent expense is included in vehicle, equipment and station expense in the accompanying consolidated statements of operations. As of December 31, 2021, future minimum lease obligations under noncancelable leases were as follows:

Year:	
2022	$ 5,024,081
2023	4,708,111
2024	4,277,504
2025	3,572,835
2026	2,305,259
Thereafter	1,479,421
Total	$ 21,367,211

(13) Related Party Transactions

The Company rents real estate and obtains software and consulting services with related parties who are Holders or own the noncontrolling interests. During the Successor Period and the period from January 1, 2022 to July 14, 2022, and the Company incurred $1,034,723 and $1,928,237, respectively, of expenses with related parties of which $91,554 was payable as of December 31, 2022. As of December 31, 2022, included in other assets in the consolidated balance sheet is $161,534 of receivables due from Priority Ambulance Blocker Corp. for various taxes paid by the Company on its behalf.

During the year ended December 31, 2021, the Company incurred $2,272,170 of expenses with related parties of which $380,710 was payable as of December 31, 2021.

(14) Income Taxes

The Company has five (5) tax paying subsidiaries for federal income tax purposes and the others are pass-through entities. However, some states impose entity-level taxes on pass-through entities, and those state tax liabilities are included in the Company's income tax provision.

PRIORITY ONDEMAND, LLC
(A Wholly Owned Subsidiary of Priority Ambulance Blocker Corp. and Priority OnDemand Company Purchaser, LLC)
Notes to Consolidated Financial Statements

The tax effects of temporary differences that give rise to significant portions of deferred tax assets and liabilities are as follows:

	Successor 2022	Predecessor 2021
Deferred tax assets:		
Allowance for uncompensated care	$ 253,038	178,668
Accrued expenses	202,185	179,524
Other	847,904	410,543
Total	1,303,127	768,735
Deferred tax liabilities:		
Intangible assets	—	2,656,086
Equipment and leasehold improvements	1,631,988	1,349,068
Other	432,657	207,168
Total	2,064,645	4,212,322
Net deferred tax liabilities	$ 761,518	3,443,587

The provision for income taxes charged to operations in the accompanying consolidated statements of operations are as follows:

	Successor	Predecessor	
	Period from July 15, 2022 through December 31, 2022	Period from January 1, 2022 through July 14, 2022	Period from January 1, 2021 through December 31, 2021
Current tax expense	$ 903,716	882,613	1,897,622
Deferred tax expense	(661,823)	(126,253)	(194,734)
Total	$ 241,893	756,360	1,702,888

The effective tax rate for the Successor Period, the period from January 1, 2022 to July 14, 2022, and the year ended December 31, 2021 related to the C-corporations was 17%, 27%, 26%, respectively. The effective tax rate for the Successor Period related to the C-corporations is lower than the statutory rate of 21% due primarily to the SPA that closed on July 15, 2022. The effective tax rate for the periods from January 1, 2022 to July 14, 2022, and the year ended December 31, 2021 related to the C-corporations are higher than the statutory rate of 21% primarily due to state taxes.

The Company believes that its tax positions meet the more-likely than-not standard required under the recognition phase of the authoritative guidance; therefore, the Company did not record any liabilities associated with uncertain tax positions.

(Continued)

The Company files income tax returns in the United States, Alabama, Arizona, Georgia, Indiana, Mississippi, New York, South Carolina, Tennessee and Virginia. The statute of limitations for a tax year for examination by the Internal Revenue Service is generally three (3) years subsequent to the filing of the associated tax return. The statute of limitations is generally three (3) years to four (4) years for many of the states the Company operates in. The Company is not under examination for income tax purposes in any jurisdiction.

(15) Subsequent Events

The Company has evaluated new information and events through April 18, 2023, which is the date these consolidated financial statements were available to be issued, to determine the need to either update these consolidated financial statements or to provide additional disclosures about those events.

(a) New borrowings

In January 2023, the Company borrowed $3,500,000 on its Revolving Loan.

In March 2023, the Company borrowed $3,000,000 on its Revolving Loan.

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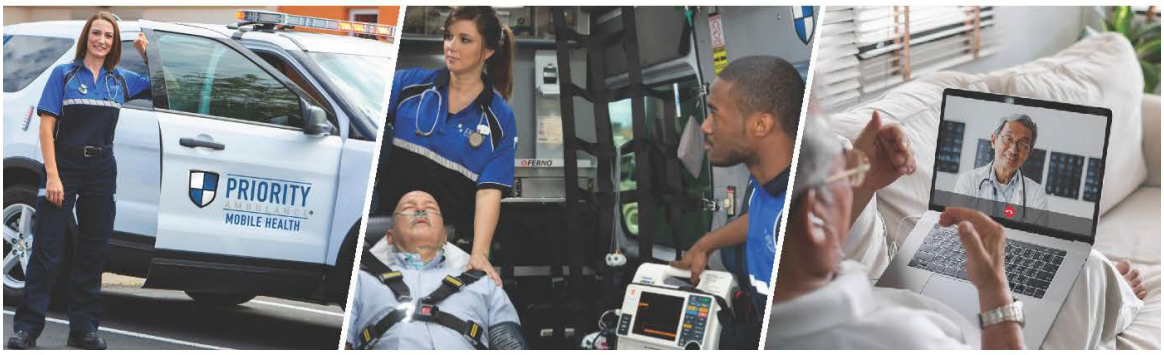
Parent Company of Priority Ambulance, LLC



HEALTHCARE ANYWHERE.

2021 ANNUAL REPORT
and CONSOLIDATED FINANCIAL STATEMENTS (AUDITED)

MESSAGE FROM THE CEO

2021 was a year of expansion and growth for Priority, highlighted by the completion of four acquisitions, the addition of three new 911 contracts, and the introduction of telemedicine and patient logistics technology to our patient-care platform.

Fiscal 2021 also presented exceptional workforce challenges. We, and all EMS providers throughout the nation, faced intensifying shortages of EMTs and paramedics as we competed with hospitals and other health-care facilities for qualified personnel. We are meeting the challenge by escalating the pace of our EMT and paramedic training academies, as well as offering wage incentives in particularly competitive markets. Fortunately, Medicare has recognized some of the increased costs providers are shouldering. Effective Jan. 1, 2022, a 5.1% CPI rate increase on Medicare transports went into effect. We also continue to seek rate increases with other payers as we work together to serve our communities and patients.

For fiscal 2021, revenue and transports increased, reflecting strategic and organic growth milestones throughout the year. Net revenue was $267 million, compared with $186.4 million in the prior year. Transports totaled 531,400 in 2021, compared with 402,000 in 2020.

New Brand Introduced

We introduced our new brand mid-year, with the announcement of Priority OnDemand. With that came the addition of telemedicine services (OnDemand Visit) and patient logistics technology (Randseco/StatCall) to our longstanding medical transportation services platform.

We designed this model to make high-quality health care available anywhere by expanding our reach with telehealth and integrating all partners in health care transportation through patient logistics technology. This new platform is purposefully designed to support our mission to deliver health care in ways that are convenient, efficient, and cost-effective for our customers and patients.

Strategic Acquisitions/New Contract Wins

Throughout 2021, we also pursued EMS growth in new markets through acquisitions and contract wins. We acquired Nashville-based First Call Ambulance in October, which reinforced our position as the largest ambulance provider in Tennessee, including the Priority Ambulance, Baptist Ambulance, Puckett EMS and A&E EMS brands.

We also further strengthened our footprint in the metro-Atlanta suburbs by acquiring the ambulance assets of Piedmont-Newton Hospital in Newton County, GA, providing exclusive 911 services under the Piedmont-Newton EMS brand.

New EMS contracts also added to our strong foundation. These included the exclusive contract to provide 911 emergency ambulance services to the City of Chandler, AZ, as well as expansion into western Wyoming, winning the 911 and interfacility ambulance contract in Fremont County, WY. We won the 911 contract to provide EMS services to all of Anderson County, SC. And we expanded our South Carolina footprint further with a new contract with Prisma health as the preferred provider of interfacility transports in the Midlands area of the state.

Exceptional Service & Dedication to Patients and Customers

We pivoted in 2021 to transform the future of health-care delivery. We are extremely proud of the 24/7 dedication our employees bring daily to our patients and customers. Our personnel have shown incredible resiliency and fortitude in a challenging environment for all health-care professionals.

I am honored to lead a company that makes a difference in the lives of people every day. Our outstanding team of EMS professionals and medical providers make this all possible. They are experienced, trusted, and compassionate, and we thank them for choosing a career with Priority OnDemand and our growing family of companies.

Respectfully,

Bryan Gibson
Chief Executive Officer

New Maricopa Ambulance/City of Chandler, AZ 911 fleet.

PRIORITY AMBULANCE, LLC
(A Wholly Owned Subsidiary of Priority Ambulance Holdings, LLC)

Consolidated Financial Statements

December 31, 2021 and 2020

(With Independent Auditors' Report Thereon)

KPMG LLP
Suite 800
60 East Rio Salado Parkway
Tempe, AZ 85281-9125

Independent Auditors' Report

To the Members
Priority Ambulance, LLC:

Opinion

We have audited the consolidated financial statements of Priority Ambulance, LLC and its subsidiaries (the Company), which comprise the consolidated balance sheets as of December 31, 2021 and 2020, and the related consolidated statements of operations, changes in member's equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021 and 2020, and the results of its operations and its cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with U.S. generally accepted accounting principles, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the consolidated financial statements are issued.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

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KPMG

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

KPMG LLP

Phoenix, Arizona
October 6, 2022

PRIORITY AMBULANCE, LLC
(A Wholly Owned Subsidiary of Priority Ambulance Holdings, LLC)
Consolidated Balance Sheets
December 31, 2021 and 2020

Assets	2021	2020
Current assets:		
Cash and cash equivalents	$ 801,803	$ 3,880,649
Accounts receivable	50,191,754	30,235,174
Inventory	3,705,319	2,710,274
Prepaid expenses and other current assets	12,164,497	9,546,002
Total current assets	66,863,373	46,372,099
Equipment and leasehold improvements, net	44,931,438	34,724,937
Intangible assets, net	43,912,391	36,828,264
Goodwill	66,877,582	57,047,886
Other assets	670,132	1,556,580
Total assets	$ 223,254,916	$ 176,529,766
Liabilities and Member's Equity		
Current liabilities:		
Accounts payable	$ 12,005,996	$ 5,696,738
Accrued and other current liabilities	24,418,756	22,847,194
Debt	1,779,967	4,321,460
Total current liabilities	38,204,719	32,865,392
Debt, net of current portion	147,289,388	86,355,516
Deferred tax liabilities	3,443,587	3,831,316
Other liabilities	486,363	4,130,190
Total liabilities	189,424,057	127,182,414
Equity:		
Member contributions	64,350,067	78,042,385
Accumulated deficit	(35,980,595)	(33,692,055)
Total member's equity	28,369,472	44,350,330
Noncontrolling interests	5,461,387	4,997,022
Total equity	33,830,859	49,347,352
Total liabilities and equity	$ 223,254,916	$ 176,529,766

See accompanying notes to consolidated financial statements.

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PRIORITY AMBULANCE, LLC
(A Wholly Owned Subsidiary of Priority Ambulance Holdings, LLC)
Consolidated Statements of Operations
December 31, 2021 and 2020

	2021	2020
Net revenue	$ 267,029,162	$ 186,427,331
Operating expenses:		
Payroll and employee benefits	163,434,548	120,263,203
Depreciation, amortization and impairment	16,673,119	13,474,889
Vehicle, equipment and station	33,871,193	26,762,697
Auto and professional/general insurance	10,164,657	7,582,861
Acquisition and transaction related	14,725,779	2,140,075
General and administrative	20,067,973	15,732,414
Other (income) expense, net	(2,432,083)	(6,010,394)
(Gain) loss on disposition of equipment and leasehold improvements, net	(12,893)	317,912
Total operating expenses	256,492,293	180,263,657
Operating income	10,536,869	6,163,674
Interest expense	(10,658,156)	(7,346,139)
Income (loss) before income taxes	(121,287)	(1,182,465)
Income tax expense	(1,702,888)	(596,838)
Net loss	(1,824,175)	(1,779,303)
Net income attributable to noncontrolling interests	(464,365)	(229,713)
Net loss attributable to Member	$ (2,288,540)	$ (2,009,016)

See accompanying notes to consolidated financial statements.

PRIORITY AMBULANCE, LLC
(A Wholly Owned Subsidiary of Priority Ambulance Holdings, LLC)
Consolidated Statements of Changes in Member's Equity
December 31, 2021 and 2020

	Member contributions	Accumulated deficit	Total member's equity	Noncontrolling interests	Total equity
Balance as of December 31, 2019	$ 45,749,385	$ (31,683,039)	$ 14,066,346	$ 4,767,309	$ 18,833,655
Member contributions	32,293,000	—	32,293,000	—	32,293,000
Net (loss) income	—	(2,009,016)	(2,009,016)	229,713	(1,779,303)
Balance as of December 31, 2020	78,042,385	(33,692,055)	44,350,330	4,997,022	49,347,352
Member contributions	4,811,250	—	4,811,250	—	4,811,250
Member distributions	(18,503,568)	—	(18,503,568)	—	(18,503,568)
Net (loss) income	—	(2,288,540)	(2,288,540)	464,365	(1,824,175)
Balance as of December 31, 2021	$ 64,350,067	$ (35,980,595)	$ 28,369,472	$ 5,461,387	$ 33,830,859

See accompanying notes to consolidated financial statements.

PRIORITY AMBULANCE, LLC
(A Wholly Owned Subsidiary of Priority Ambulance Holdings, LLC)
Consolidated Statements of Cash Flows
December 31, 2021 and 2020

	2021	2020
Cash flows from operating activities:		
Net loss	$ (1,824,175)	$ (1,779,303)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation, amortization and impairment	16,673,119	13,474,889
Loss on disposition of equipment and leasehold improvements	(12,893)	317,912
Amortization of debt issuance costs and discounts	1,391,107	572,551
Adjustment of earnout liability	10,678,060	—
Deferred taxes	(194,735)	88,058
Changes in operating assets and liabilities, net of effect of acquisitions:		
Accounts receivable	(18,390,294)	(956,485)
Inventory	(844,546)	(612,589)
Prepaid expenses and other assets	(2,144,731)	(3,136,511)
Accounts payable	3,987,779	346,208
Accrued and other liabilities	(3,103,666)	12,732,364
Net cash provided by operating activities	6,215,025	21,047,094
Cash flows from investing activities:		
Acquisitions and investments, net of cash acquired	(20,705,679)	(26,734,214)
Capital expenditures	(18,909,862)	(11,579,592)
Proceeds from sale of equipment and leasehold improvements	599,910	264,600
Net cash used in investing activities	(39,015,631)	(38,049,206)
Cash flows from financing activities:		
Proceeds from revolving loans	7,000,000	4,000,000
Payments on revolving loans	—	(5,300,000)
Proceeds from term loans	45,193,000	—
Payments on term loans	(4,150,198)	(2,845,000)
Proceeds from promissory notes	4,374,304	2,224,367
Payments on promissory notes	(3,132,956)	(2,787,211)
Deferred financing costs	(803,860)	(325,109)
Member contributions	—	23,193,000
Distributions	(18,503,568)	—
Payment of earnout liability	(250,000)	—
Other	(4,962)	21,361
Net cash provided by financing activities	29,721,760	18,181,408
Net (decrease) increase in cash and cash equivalents	(3,078,846)	1,179,296
Cash and cash equivalents – beginning of year	3,880,649	2,701,353
Cash and cash equivalents – end of year	$ 801,803	$ 3,880,649
Supplemental disclosures of cash flow information:		
Interest paid	$ 9,278,490	$ 6,780,314
Income taxes paid, net of refunds	725,554	860,072
Supplemental disclosures of noncash activities:		
Accounts payable for capital expenditures	$ 3,032,924	$ 1,498,921
Member contribution of LifeCare interest	—	9,100,000
Member contribution of ODV interest	2,186,250	—
Acquisition note	—	14,400,000
Conversion of earnout to units of Priority Holdings	2,625,000	—
Conversion of accrued interest to note	1,186,616	—
Conversion of earnout to note	7,665,000	—

See accompanying notes to consolidated financial statements.

PRIORITY AMBULANCE, LLC
(A Wholly Owned Subsidiary of Priority Ambulance Holdings, LLC)
Notes to Consolidated Financial Statements
December 31, 2021 and 2020

(1) The Company and Principles of Consolidation

Nature of Business and Operations

Priority Ambulance, LLC, a Delaware limited liability corporation, along with its operating subsidiaries Ambucare, LLC, Central Emergency Medical Service, LLC, EMS Fleet Services, LLC, First Call Ambulance, LLC, Frontier Ambulance, LLC, Kunkel Ambulance Service, Inc., LifeCare Medical Transports, LLC, Maricopa Ambulance, LLC, Medshore Ambulance Service, LLC, National Emergency Medical Services, Inc., OnDemand Visit, Inc., Priority Ambulance Billing, LLC, Priority Emergency Medical Service, LLC, Puckett Emergency Medical Services, LLC, Puckett Medvan, LLC, Randseco, LLC, Seals Ambulance Service, Inc., Shoals Ambulance, LLC and Trans Am Ambulance Services, Inc. (collectively, the Company or Priority Ambulance) was founded in December 2013.

The Company is a leading provider of medical ambulance response services, which consists primarily of emergency and nonemergency ambulance services throughout the United States, with operations focused in Alabama, Arizona, Georgia, Indiana, Mississippi, New York, South Carolina, Tennessee and Virginia. These services are provided under contracts and agreements with government entities, hospitals, nursing homes and other healthcare facilities and organizations. Included as part of medical ambulances response services the Company also manages a patient transfer center under a master services agreement with a major healthcare organization.

In 2021 the Company acquired two software solutions companies. First, Randseco, LLC a software solutions company that connects disparate healthcare technology systems to streamline patient transportation logistics for hospitals, patients and payers. Second, OnDemand Visit, Inc. an early stage virtual telehealth application enabling the Company to combine telehealth and emergency medical services platforms with physicians and mid-level practitioners to provide care.

The Company was a wholly owned subsidiary of Priority OnDemand, LLC (a Delaware limited liability corporation), which was a wholly owned subsidiary of Priority Ambulance Holdings, LLC (a Delaware limited liability corporation) throughout 2021 and until July 2022 when Priority Ambulance Holdings, LLC sold 100% of its ownership to Priority Ambulance Blocker Corp. (a Delaware corporation) and to Priority OnDemand Company Purchaser, LLC (a Delaware limited liability corporation) in the security purchase transaction described in Note 15 "Subsequent Events".

Priority OnDemand, LLC and Priority Ambulance Holdings, LLC are referred to herein collectively as the "Member." Various investors held preferred shares of Priority Ambulance Holdings, LLC throughout 2021 and until July 2022 and are referred to herein as "Holders."

Principles of Consolidation

The accompanying consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (GAAP), and intercompany balances and transactions have been eliminated in consolidation. Unless the context requires otherwise, references in these financial statements to the Company include its consolidated subsidiaries.

(Continued)

PRIORITY AMBULANCE, LLC
(A Wholly Owned Subsidiary of Priority Ambulance Holdings, LLC)
Notes to Consolidated Financial Statements
December 31, 2021 and 2020

(2) Summary of Significant Accounting Policies

(a) Use of Estimates

The preparation of consolidated financial statements in accordance with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, and related disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses recognized during the reporting period. Significant estimates have been made by management in connection with the net realizable value of accounts receivable, the valuation for deferred tax assets, workers' compensation and auto liability claim reserves, fair value of reporting units for purposes of goodwill impairment testing and future cash flows associated with long-lived assets. These estimates are made and evaluated on an ongoing basis using information that is currently available, as well as various other assumptions believed to be reasonable under the circumstances. Actual results could differ from those estimates and those estimates could be different under different assumptions or conditions.

(b) Concentration of Credit Risk

Financial instruments, which potentially subject the Company to concentrations of credit risk, consist principally of cash and cash equivalents and accounts receivable. The Company places its cash and cash equivalents with federally insured financial institutions and monitors its deposits in excess of the Federal Deposit Insurance Corporation federally insured limits. Deposits in excess of the insured limits as of December 31, 2021, were $429,685. No losses have been experienced to date. Concentrations of credit risk with respect to accounts receivable are limited due to large numbers of customers and their geographical dispersion.

(c) Acquisitions

The Company accounts for acquisitions as business combinations. Under this method of accounting, assets acquired, liabilities assumed and any noncontrolling interest in the acquiree are recognized at their acquisition date fair value, while transaction costs are expensed as incurred.

(d) Revenue

Medical Transportation

Net revenue is recorded at the transaction price estimated by the Company to reflect the total consideration due in exchange for providing patient care or services. In the ambulance industry these amounts are traditionally due from government programs such as Medicare and Medicaid, commercial insurance carriers, nursing homes or hospital facilities, the individual receiving care and other third-party payors (collectively, the Payors). The Company invoices the Payors within days of performing the service. The service provided is considered a single performance obligation as determined at the time patient care is provided. Revenue is recognized at the point in time the performance obligations are satisfied.

The Company determines the transaction price based on the patient acuity at time of care, mileage incurred, and under certain contracts medical supplies utilized during the transport, reduced by Medicare and Medicaid governmental contractual adjustments, or certain commercial insurance carrier negotiated in-network pricing. In addition, in certain situations, the Company provides services to patients regardless of their ability to pay. Services to these patients are not considered to be charity care and are included in net revenue based on the estimated consideration expected to be received.

Technology

Net revenue is recorded at the transaction price estimated by the Company to reflect the total consideration due in exchange for providing products and services. The Company's invoicing to the Payors doesn't always align with when the products or services are provided, typically occurring in advance. The products and services are generally capable of being distinct and accounted for as separate performance obligations. Revenue is recognized at a point in time when the promised goods and services are transferred, in an amount that reflects the consideration allocated to the respective performance obligation. The Company began recognizing technology revenue during the year ended December 31, 2021. Net revenue of approximately $600,000 for the year ended December 31, 2021, is included in "Other" in the table below.

The following table summarizes the Company's net revenue during the years ended December 31, 2021 and 2020 by primary payor:

	Year Ended December 31			
	2021		2020	
Medicare	$ 103,752,721	39 %	$ 77,012,193	41 %
Commercial	58,514,080	22	43,875,448	24
Facility	45,692,536	17	29,200,733	16
Medicaid	38,710,987	14	28,528,395	15
Self-pay	10,257,126	4	4,012,609	2
Other	10,101,712	4	3,797,953	2
	$ 267,029,162	100 %	$ 186,427,331	100 %

(e) Accounts Receivable

Accounts receivable are recorded at net realizable value based on certain assumptions determined for each payor. For third-party payors including Medicare and Medicaid, the net realizable value is based on contractual adjustments, historical collection trends and other relevant information.

Significant changes in payor mix, economic conditions or trends in federal and state government healthcare coverage could affect the net realizable value of accounts receivable. The Company continually reviews the net realizable value of accounts receivable by monitoring historical cash collections.

(Continued)

(f) Fair Value

Fair value is a market-based measurement and is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Depending on the nature of the asset or liability, various techniques and assumptions can be used to estimate the fair value. Financial assets and liabilities are measured using inputs from three levels of the fair value hierarchy, as follows:

Level 1 – Inputs are quoted prices for identical assets or liabilities in active markets.

Level 2 – Inputs include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, or inputs other than quoted prices that are observable for the asset or liability.

Level 3 – Unobservable inputs, only used to the extent observable inputs are not available, reflect the Company's assumptions about the pricing of an asset or liability.

The Company uses fair value measurements to record the fair value of certain assets and liabilities and to estimate fair value of financial instruments not recorded at fair value but required to be disclosed at fair value.

(g) Cash and Cash Equivalents

The Company considers all highly liquid financial instruments with original maturities of three (3) months or less to be cash equivalents. Under the Company's cash management practices, outstanding checks are netted against cash when there is sufficient cash available in the Company's bank accounts to cover the outstanding amount and a legally enforceable right of offset exists. Where there is no legally enforceable right of offset against cash balances and a form of overdraft protection does not exist, outstanding checks are classified as accounts payable within the accompanying consolidated balance sheets and the change in the related balances is reflected in operating activities in the accompanying consolidated statements of cash flows. There was $1,690,540 and $164,221 of outstanding checks included in accounts payable as of December 31, 2021 and 2020, respectively.

(h) Inventory

Inventory consists of disposable medical supplies and are carried at the lower of cost or net realizable value. Cost is determined on a first-in, first-out basis.

(i) Equipment and Leasehold Improvements

Equipment and leasehold improvements are carried at cost, less accumulated depreciation and are depreciated over the estimated useful life using the straight-line method. Equipment and vehicles are depreciated over three (3) years to ten (10) years. Leasehold improvements are capitalized and depreciated over the shorter of the contractual lease term or the estimated useful life. Depreciation expense was $13,095,157 and $10,245,908 for the years ended December 31, 2021 and 2020, respectively.

(Continued)

Maintenance and repair costs that do not improve or extend the useful life of assets are expensed as incurred.

(j) Goodwill

Goodwill represents the excess of the purchase price of an acquired company over the net fair value assigned to assets acquired, liabilities assumed and any noncontrolling interest in the acquiree. Goodwill is assessed for impairment annually or more frequently if events or changes in circumstances make it likely that impairment may have occurred. The Company performs its annual goodwill impairment test as of November 30. The Company has two (2) reporting units.

In evaluating goodwill for impairment, the Company may assess qualitative factors to determine whether it is more likely than not (a likelihood of more than 50%) that the fair value of a reporting unit is less than its carrying amount. If the qualitative assessment indicates that it is more likely than not that a reporting unit's fair value is not greater than its carrying amount, the Company must perform a quantitative impairment test. The fair value of a reporting unit is determined by a market approach based on each reporting unit's estimated discount rate and long-term growth rate or by (or in combination with) an income approach based on discounted estimated future cash flows from each reporting unit. If the estimated fair value of a reporting unit exceeds the carrying amount of a reporting unit, goodwill is not impaired. If the estimated fair value of a reporting unit is less than the carrying amount of the reporting unit, then a goodwill impairment loss is measured on such difference. The determination of fair value requires the Company to make significant judgments and estimates about future events. The estimated fair value of the Company's reporting units could change if there were future changes in the Company's capital structure, cost of debt, interest rates, capital expenditure levels, ability to perform at levels that were forecasted or changes in the capitalization of the Company. Due to inherent uncertainty involved in making these estimates, actual results could differ materially from the estimates. The Company evaluated the significant estimates used to determine the fair value of each reporting unit, both individually and in aggregate, and concluded they are reasonable. Impairment charges were $0 and $471,847 for the years ended December 31, 2021 and 2020, respectively.

(k) Long-Lived Intangibles

The Company has long-lived intangibles resulting from acquisitions, as follows:

Certificate of Need (CON) – A legal document required by certain states to operate a ground ambulance service within a particular county. Obtaining a CON is a formal process whereby the applicant must prove a community has need for another ground ambulance provider. Once need is proven, the CON is issued to a specific applicant and cannot be transferred without a hearing and approval by the respective state agency. Consequently, obtaining a CON is a significant barrier to entry.

911 contracts – Entered into with a city, county or in certain cases directly with a hospital to provide emergency and nonemergency ambulance transport services.

(Continued)

Trade name – The value of the right to continue to utilize the acquired entity's operating name.

Non-911 agreements – Do not have any contractual rights or obligations but allow the Company to compete for services.

Technology platform – The value of the acquired software technology.

The 911 contracts renew regularly. Upon acquisition, the Company makes an estimation of the useful life of the 911 contract based on the nature of the acquisition, historical experience and management's knowledge of the contract. An indefinite useful life is utilized for those contracts if the Company believes the contract will be extended and renewed for an indefinite period. The Company evaluates the useful lives of its indefinite lived intangible assets each reporting period to determine whether events and circumstances continue to support an indefinite useful life and performs an impairment analysis consistent with the guidance above for goodwill.

The Company reviews its finite-lived intangible assets for impairment whenever events or changes in circumstances indicate that the related carrying amounts may not be recoverable, by comparing the carrying amount of such assets to the undiscounted future cash flows expected to result from the use and eventual disposition of the asset or asset group. In cases where the undiscounted cash flows are less than the related carrying amount, an impairment loss is recognized for an amount equal to the excess of the carrying amount over the fair value. The fair value is based on quoted market prices or, in instances where quoted market prices are not available, the present value of future cash flows using a discount rate commensurate with the risks involved. The Company's finite lived non-911 agreements have an estimated useful life of eight (8) to eleven (11) years and the finite lived technology platforms have an estimated useful life of four (4) years.

The Company expenses all costs incurred to renew or extend intangible assets.

(l) Equity Investments

The Company accounts for investments in which it has the ability to exercise significant influence under the equity method of accounting. Under this method the investment is initially measured at cost including transaction costs which are included in other assets in the accompanying consolidated balance sheets. In addition, the Company recognizes equity method earnings and losses of the investment. During the years ended December 31, 2021 and 2020, the Company recognized $3,751 of equity method income and $18,586 of equity method losses, respectively, which are included in other (income) expense, net in the accompanying consolidated statements of operations. See note 3 for additional information.

(m) Contingent Consideration

For certain acquisitions, the total purchase price includes payments contingent on the achievement of certain financial objectives. The fair value of the associated liability is evaluated on an annual basis based on the expected achievement of the financial objectives.

(Continued)

PRIORITY AMBULANCE, LLC
(A Wholly Owned Subsidiary of Priority Ambulance Holdings, LLC)
Notes to Consolidated Financial Statements
December 31, 2021 and 2020

(n) Noncontrolling Interests

The noncontrolling interests are attributable to the two (2) subsidiaries (Priority Ambulance Georgia, LLC and Priority Ambulance South Carolina, LLC) in which the Company does not own 100% of the entity. The Company allocates a portion of these two (2) subsidiaries net income or loss to the noncontrolling interests.

(o) Income Taxes

The income taxes for the Company's C-corporation subsidiaries are accounted for using the asset-and-liability method. Under this method, deferred income tax assets and liabilities are recognized for the expected future tax consequences attributable to temporary differences between the financial statements carrying amounts of existing assets and liabilities and their respective tax basis. Deferred tax assets are also recognized for net operating losses, capital losses and tax credit carryforwards. Deferred income tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which the related temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enacted rate. The Company's limited liability subsidiaries are not tax paying entities for federal income tax purposes. Accordingly, each of these entities' taxable income or loss is allocated to the Holders in accordance with provisions of its operating agreement. The Company recognizes interest and/or penalties related to unrecognized tax benefits in income tax expense in the accompanying consolidated statements of operations.

(p) Advertising

The Company expenses advertising (which in our industry are more accurately described as marketing costs) as incurred. Advertising expenses were $299,394 and $389,248 for the years ended December 31, 2021 and 2020, respectively. Advertising expense is included in general and administrative expense in the accompanying consolidated statements of operations.

(q) 401(k) Plan

The Company has a defined contribution plan (401(k) Plan) covering eligible employees. The 401(k) Plan allows employees to contribute a portion of their compensation on a pretax basis in accordance with plan and statutory rules. The Company had no match or discretionary contributions for the years ended December 31, 2021 and 2020.

(r) COVID-19 Pandemic

In January 2020, the Secretary of the U.S. Department of Health and Human Services (HHS) declared a national public health emergency due to a strain of coronavirus, generally referred to as COVID-19. The resulting measures to contain the spread and impact of COVID-19 and other developments related to COVID-19 have affected the Company's results of operations during 2021 and 2020. Where applicable, the impact resulting from the COVID-19 pandemic has been considered, including updated assessments of the recoverability of assets and evaluation of potential credit losses. As a result of the COVID-19 pandemic, federal and state governments passed legislation and took other administrative

(Continued)

actions intended to assist healthcare providers in providing care to COVID-19 and other patients during the public health emergency. In March 2020, the federal government enacted the Coronavirus Aid, Relief and Economic Security Act (the CARES Act) which included the Provider Relief Fund and the Medicare Accelerated and Advance Payment Program. The following is the Company's accounting policies for the recognition of these stimulus monies:

Provider Relief Fund – For the years ended December 31, 2021 and 2020, the Company received $1,973,172 and $5,431,091, respectively, under the Provider Relief Fund. The recognition of amounts received is conditional upon the provision of care for individuals with possible or actual cases of COVID-19, certification that payment will be used to prevent, prepare for and respond to coronavirus and shall reimburse the recipient only for healthcare related expenses or lost revenue as defined by HHS. Amounts are recognized only to the extent the Company is reasonably assured that the underlying conditions have been met. For the years ended December 31, 2021 and 2020, the Company recognized the full amount of the funds received under the Provider Relief Fund which are included in other (income) expense, net in the accompanying consolidated statements of operations.

Accelerated and Advance Payment (AAP) Program – For the year ended December 31, 2020, the Company received $11,125,864 under the Medicare AAP Program. The AAP Program was a payment intended to provide necessary funds in circumstances such as a national emergency in order to accelerate cash flow to the impacted healthcare providers. Eligible healthcare providers were able to receive advanced payments of up to 100% of Medicare payments received in the previous six-month period which will be repaid through withholding of future Medicare fee-for-service payments. During the year ended December 31, 2021, Medicare recouped $6,937,374 of AAP Program funds from the Company. The remaining balance of $4,188,490 of AAP Program funds was due by September 2022 and was fully recouped by Medicare by the end of July 2022. As of December 31, 2020, $7,971,273 was included in accrued and other current liabilities in the accompanying consolidated balance sheet with the remaining $3,154,591 included in other liabilities. The Company's estimate of the current liability is a function of historical cash receipts from Medicare and the repayment terms set forth above.

(s) Recently Adopted Accounting Pronouncements

In October 2021, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2021-08, *Business Combinations*. ASU No. 2021-08 requires that an acquirer recognize and measure contract assets and liabilities in a business combination as if the acquirer had originated the contracts. ASU 2021-08 is effective for fiscal years beginning after December 15, 2023. The Company adopted ASU 2021-08 upon issuance and applied the standard retrospectively to the beginning of the year. The adoption of ASU 2021-08 did not have a material impact on the Company's consolidated financial statements.

(t) Recently Issued Accounting Pronouncements

In March 2020, the FASB issued ASU No. 2020-04, *Reference Rate Reform*. ASU 2020-04 is intended to ease the potential burden in accounting for or recognizing the effects of the phase out of LIBOR at the end of 2021. The ASU is optional and provides relief around modification accounting as it specifically arises from changing reference rates. ASU No. 2020-04 is effective from March 12, 2020

(Continued)

through December 31, 2022 and the Company is currently evaluating the impact of adopting ASU No. 2020-04 on the consolidated financial statements.

In June 2016, the FASB issued ASU No. 2016-13, *Measurement of Credit Losses on Financial Instruments*. ASU No. 2016-13 amends the current incurred loss impairment methodology and requires a broader range of reasonable and supportable information to inform credit loss estimates. The new standard requires that financial statement assets measured at an amortized cost be presented at the net amount expected to be collected through an allowance for credit losses that is deducted from the amortized cost basis. ASU No. 2016-13 will be effective for fiscal years beginning after December 15, 2022 with early adoption permitted. The Company is currently evaluating the impact of adopting ASU No. 2016-13 on the consolidated financial statements.

In February 2016, the FASB issued ASU No. 2016-02, *Leases*. ASU No. 2016-02 amends the existing accounting standards for lease accounting, including requiring lessees to recognize most leases in the consolidated balance sheets and making targeted changes to lessor accounting. The new leases standard requires a modified retrospective approach for all leases existing at, or entered into after, the date of initial application, with an option to use certain transition relief. ASU No. 2016-02 will be effective for fiscal years beginning after December 15, 2021 with early adoption permitted. On adoption, the Company expects to recognize right to use assets of approximately $18 million with corresponding lease liabilities of approximately the same amount based on the present value of the remaining minimum rental payments under current leasing standards for existing operating leases.

(3) Acquisitions

(a) First Call, LLC (First Call)

In October 2021, Priority Ambulance, LLC acquired 100% of the ownership interest of First Call. First Call operates emergency and nonemergency ground ambulance transportation in the state of Tennessee. The cash purchase price of $15,572,351 was funded by term loan and revolving loan borrowings.

The purchase price was allocated to the assets and liabilities acquired based on their respective fair values:

Cash	$	335,380
Accounts receivable		1,274,917
Inventory		116,330
Prepaid expenses and other current assets		151,569
Equipment and leasehold improvements		3,049,690
Intangible assets		4,310,000
Goodwill		8,013,441
Accounts payable and accrued liabilities		(1,678,976)
Total net assets	$	15,572,351

(Continued)

The Centers for Medicare and Medicaid Services (CMS) challenged certain aspects of an enhanced Medicaid Reimbursement Program in the State of Tennessee. The final valuation of accounts receivable and accounts payable and accrued liabilities will be adjusted in 2022 based upon the final determination of the program.

The intangible assets comprise of a 911 contract ($1,550,000), non-911 agreements ($2,550,000) and a trade name ($210,000). The fair value of the 911 contract and non-911 agreements were determined using the multiple period excess earnings method and include contributory asset charges. The fair value of the trade name was determined using the relief from royalty method.

The 911 contract renews regulatory and based on historical experience and management's knowledge of the contract, the Company believes the contract will be extended and renewed for an indefinite period. As the benefit of the contract extends for the foreseeable future, the Company has considered the intangible asset to have an indefinite life. As of the acquisition date the period before the next renewal for the 911 contract acquired was approximately one (1) year.

The non-911 agreements do not have contracted rights or obligations, but allow First Call to provide service to certain hospitals, nursing homes, and other facility-based customers. Based on historical experience and management's knowledge of these agreements, the Company believes that each year a certain percentage of its customer base will turnover. As such, the Company considered the intangible asset to have a finite life and is amortizing the intangible asset over eight (8) years.

The acquired entity continues to operate under the First Call name and the Company anticipates doing so for the foreseeable future. The Company has considered the trade name intangible asset to have an indefinite life.

The Company incurred acquisition-related expenses of $140,199 during the year ended December 31, 2021.

The goodwill primarily represents the value the Company expects to obtain from synergies and growth opportunities.

(b) OnDemand Visit, Inc. (ODV)

In July 2021, Priority Ambulance, LLC acquired 100% ownership interest of ODV. ODV designed and developed a virtual telehealth software solution to combine telehealth and emergency services platforms with physicians and mid-level practitioners to provide care. The acquisition was achieved in multiple transactions that were completed simultaneously: (i) Priority Ambulance Holdings, LLC (Priority Holdings) acquired 51.5% of ODV for $2,186,250 of Class A common units (Common Units) of Priority Holdings, (ii) Priority Holdings contributed the 50.1% ownership of ODV to Priority Ambulance and (iii) Priority Ambulance acquired the remaining 48.5% of ODV directly for cash of $2,058,557.

The purchase agreement requires a certain amount of cash and net working capital as of the acquisition date. The finalization of these calculations could result in an adjustment to the purchase price.

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The purchase price was allocated to the assets and liabilities acquired based on their respective fair value:

Cash	$	1,596
Accounts receivable		72,894
Prepaid and other assets		202,184
Equipment and leasehold improvements		20,000
Intangible assets		4,572,700
Goodwill		381,262
Accounts payable and accrued liabilities		(1,005,829)
Total net assets	$	4,244,807

The intangible assets are comprised of technology platform ($4,570,000) and trade name ($2,700). The fair value of the technology platform was determined under the cost of replacement methodology. The fair value of the trade name was determined using the relief from royalty method.

The underlying software in technology platform was determined to have a finite life, as such the Company is amortizing the intangible asset over four (4) years.

The acquired entity continues to operate under the ODV name and Company anticipates doing so for the foreseeable future. The Company has considered the trade name intangible asset to have an indefinite life.

The Company incurred acquisition related expenses of $163,621 for the year ended December 31, 2021.

The goodwill primarily represents the value the Company expects to obtain from synergies and growth opportunities.

(c) Randseco, LLC (Randseco)

In June 2021, Priority Ambulance, LLC acquired the remaining 80% of Randseco. Priority had acquired a 20% ownership interest in Randseco in June 2020 for $800,000. Randseco is a software developer located in Massachusetts focused on designing and developing software solutions for healthcare organizations and emergency medical transportation organizations. The cash purchase price for the 80% interest of $3,161,471 was funded with cash flow from operations.

(Continued)

The purchase price was allocated to the assets and liabilities acquired based on their respective fair value:

Cash	$	23,684
Accounts receivable		218,475
Prepaid and other assets		314,878
Equipment and leasehold improvements		6,000
Intangible assets		1,641,900
Goodwill		1,961,752
Accounts payable and accrued liabilities		(205,218)
Total net assets	$	3,961,471

The intangible assets are comprised of technology platform ($1,120,000), customer contracts ($397,000) and trade name ($124,900). The fair value of the technology was determined using the multiple period excess earnings method and included contributory asset charges. The fair value of the customer contracts was determined using the distributor method under the income approach. The fair value of the trade name was determined using the relief from royalty method.

The acquired entity continues to operate under the Randseco name and the Company anticipates doing so for the foreseeable future. The Company has considered the trade name intangible asset to have an indefinite life.

The Company incurred acquisition related expenses of $62,582 for the year ended December 31, 2021.

The goodwill primarily represents the value the Company expects to obtain from synergies and growth opportunities.

(d) Newton

In May 2021, Priority Ambulance acquired through a business combination certain operating assets and liabilities of an ambulance company located in Newton County, Georgia. The cash purchase price of $403,289 was funded with cash flow from operations.

The purchase price was allocated to the assets and liabilities acquired based on their respective fair value:

Inventory	$	34,169
Equipment and leasehold improvements		369,120
Total net assets	$	403,289

The Company incurred acquisition related expenses of $18,885 for the year ended December 31, 2021.

(Continued)

(e) Ambucare, LLC (Ambucare)

In December 2020, Priority Ambulance Georgia, LLC acquired 100% of the ownership interest of Ambucare. Ambucare operates emergency and nonemergency ground ambulance transportation in the state of Georgia. The purchase price of $3,243,782 was funded with cash flow from operations, with $3,173,934 paid in cash on the acquisition date and the final cash payment of $69,848 was paid to the seller in 2021.

The final cash payment of $69,848 was for an incentive to convert from a Georgia corporation to a Georgia limited liability company. The amount wasn't finalized until the seller completed the calculation of their 2020 tax liability.

The purchase price was allocated to the assets and liabilities acquired based on their respective fair values:

Accounts receivable	$	230,450
Inventory		49,565
Prepaid expenses and other current assets		9,580
Equipment and leasehold improvements		371,680
Intangible assets		1,970,000
Goodwill		661,505
Accounts payable and accrued liabilities		(48,998)
Total net assets	$	3,243,782

The intangible assets comprise of a 911 contract ($1,800,000), non-911 agreements ($100,000) and a trade name ($70,000). The fair value of the 911 contract and non-911 agreements were determined using the multiple period excess earnings method and included contributory asset charges. The fair value of the trade name was determined using the relief from royalty method.

The 911 contract renews regularly and based on historical experience and management's knowledge of the contract, the Company believes this contract will be extended and renewed for an indefinite period. As the benefit of the contracts extends for the foreseeable future, the Company has considered the intangible asset to have an indefinite life. As of the acquisition date the period before the next renewal for the 911 contract acquired was approximately two (2) years.

The non-911 agreements do not have contractual rights or obligations, but allow Ambucare to provide services to certain hospitals, nursing homes, and other facility-based customers. Based on historical experience and management's knowledge of these agreements, the Company believes that each year a certain percentage of its customer base will turnover. As such, the Company considered the intangible asset to have a finite life and is amortizing the intangible asset over eight (8) years.

(Continued)

The acquired entity continues to operate under the Ambucare name and the Company anticipates doing so for the foreseeable future. The Company has considered the trade name intangible asset to have an indefinite life.

The Company incurred acquisition-related expenses of $140,467 for the year ended December 31, 2020.

The goodwill primarily represents the value the Company expects to obtain from synergies and growth opportunities.

(f) LifeCare Medical Transports, LLC (LifeCare)

In October 2020, Priority Ambulance acquired 100% of the ownership interest of LifeCare. LifeCare operates nonemergency ground ambulance transportation in the state of Virginia. The acquisition was achieved in multiple transactions that were completed simultaneously: (i) Priority Ambulance Holdings, LLC (Priority Holdings) acquired 20% of LifeCare for $9,100,000 of Class A preferred units (Units) of Priority Holdings, (ii) Priority Holdings contributed the 20% ownership of LifeCare to Priority Ambulance and (iii) Priority Ambulance acquired the remaining 80% of LifeCare directly. The following table presents the fair value of the total consideration transferred by Priority Ambulance and Priority Holdings:

	Priority Ambulance	Priority Holdings	Total
Cash	$ 22,000,000	$ -	$ 22,000,000
Seller note	14,400,000	-	14,400,000
Contingent consideration	1,600,000	-	1,600,000
Payable to seller	253,394	-	253,394
Units of Priority Holdings	-	9,100,000	9,100,000
Total	$ 38,253,394	$ 9,100,000	$ 47,353,394

The amount payable to the seller was for an incentive to convert from a Virginia corporation to a Virginia limited liability company. The amount owed wasn't finalized until the seller completed the calculation of their 2020 tax liability which resulted in a $246,606 decrease in purchase price.

(Continued)

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The purchase price was allocated to the assets and liabilities acquired based on their respective fair values:

Cash	$ 925,812
Accounts receivable	3,254,768
Inventory	169,809
Prepaid expenses and other current assets	111,777
Equipment and leasehold improvements	3,315,648
Intangible assets	12,360,000
Goodwill	28,174,208
Accounts payable and accrued liabilities	(958,628)
Total net assets	$ 47,353,394

The intangible assets comprise of non-911 agreements ($11,760,000) and a trade name ($600,000). The fair value of the non-911 agreements were determined using the multiple period excess earnings method and included contributory asset charges. The fair value of the trade name was determined using the relief from royalty method.

The non-911 agreements do not have contractual rights or obligations, but allow LifeCare to provide services to certain hospitals, nursing homes, and other facility-based customers. Based on historical experience and management's knowledge of these agreements, the Company believes that each year a certain percentage of its customer base will turnover. As such, the Company considered the intangible asset to have a finite life and is amortizing the intangible asset over eleven (11) years.

The acquired entity continues to operate under the LifeCare name and the Company anticipates doing so for the foreseeable future. The Company has considered the trade name intangible asset to have an indefinite life.

The contingent consideration is based on LifeCare achieving certain financial targets during the period from acquisition through December 31, 2021. The contingent consideration was initially valued at $1,600,000 utilizing a monte carlo simulation based on the potential payout of $0 to $10,500,000. The final amount of contingent consideration was settled during 2021 by paying $735,000 paid in cash, adding $7,665,000 to the seller promissory note, and issuing Units of Priority Holdings valued at $2,625,000. This settlement resulted in additional operating expense of $9,425,000 during the year ended December 31, 2021.

During the year ended December 31, 2021, the Company recorded additional contingent consideration through operating expenses of $1,253,060, of which $667,800 was paid during 2021 and $585,260 remained unpaid at year end. This additional contingent consideration was for achieving certain financial targets related to supporting the Federal Emergency Management Agency of the United States Department of Homeland Security (FEMA).

(Continued)

The fair value of the Units issued by Priority Holdings was based on recent valuations reflected in capital transactions between Priority Holdings and investors.

The Company incurred acquisition-related expenses of $544,080 and $195,444 for the years ended December 31, 2020 and 2019, respectively.

All the goodwill was allocated to LifeCare's one (1) reporting unit and primarily represents the value the Company expects to obtain from synergies and growth opportunities.

(g) A&E Emergency Services, LLC (A&E)

In May 2020, Priority Ambulance acquired through a business combination certain operating assets and liabilities of A&E. A&E operated emergency and nonemergency ground ambulance transportation in the state of Tennessee. The purchase price of $1,527,518 was funded with cash flow from operations.

The purchase price was allocated to the assets and liabilities acquired based on their respective fair values:

Inventory	$	34,604
Equipment and leasehold improvements		790,910
Intangible assets		210,000
Goodwill		509,272
Accounts payable and accrued liabilities		(17,268)
Total net assets	$	1,527,518

The intangible assets comprise of a 911 contract ($130,000), non-911 agreements ($20,000) and a trade name ($60,000). The fair value of the 911 contract and non-911 agreements were determined using the multiple period excess earnings method and included contributory asset charges. The fair value of the trade name was determined using the relief from royalty method.

The 911 contract renews regularly and based on historical experience and management's knowledge of the contract, the Company believes this contract will be extended and renewed for an indefinite period. As the benefit of the contracts extends for the foreseeable future, the Company has considered the intangible asset to have an indefinite life. As of the acquisition date the period before the next renewal for the 911 contract acquired was approximately four (4) years.

The non-911 agreements do not have contractual rights or obligations, but allow A&E to provide services to certain hospitals, nursing homes, and other facility-based customers. Based on historical experience and management's knowledge of these agreements, the Company believes that each year a certain percentage of its customer base will turnover. As such, the Company considered the intangible asset to have a finite life and is amortizing the intangible asset over eight (8) years.

(Continued)

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The acquired entity continues to operate under the A&E name and the Company anticipates doing so for the foreseeable future. The Company has considered the trade name intangible asset to have an indefinite life.

The Company incurred acquisition-related expenses of $85,408 for the year ended December 31, 2020.

All the goodwill was allocated to A&E's one (1) reporting unit and primarily represents the value the Company expects to obtain from synergies and growth opportunities.

(4) Fair Value Measurements

Financial Instruments Reported at Fair Value – Recurring

The table below presents the assets and liabilities measured at fair value on a recurring basis as of December 31, 2021 and 2020, aggregated by the applicable level in the fair value hierarchy:

	2021			
	Level 1	Level 2	Level 3	Total
Contingent consideration	$ -	-	585,260	585,260

	2020			
	Level 1	Level 2	Level 3	Total
Contingent consideration	$ -	-	1,600,000	1,600,000

The contingent consideration in the table relates to the LifeCare acquisition and was valued based on the Company's judgment as to the probability of achieving certain financial targets obligating the Company to pay additional consideration to the seller. A material variance in achieving the financial targets would materially impact the fair value measurement.

The table below presents the reconciliation of the contingent consideration liability measured and recorded at fair value on a recurring basis using significant unobservable inputs:

Balance as of December 31, 2019	$ -
LifeCare acquisition	1,600,000
Balance as of December 31, 2020	1,600,000
Adjustments	10,678,060
Payments	(4,027,800)
Conversion to debt	(7,665,000)
Balance as of December 31, 2021	$ 585,260

(Continued)

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Financial Instruments Disclosed at Fair Value

As of December 31, 2021 and 2020, the Company considers the carrying values of cash and cash equivalents, accounts receivable, accounts payable and accrued and other current liabilities to approximate fair value for these financial instruments because of the relatively short period of time between origination of these instruments and their expected realization. As of December 31, 2021 and 2020, the Company considers the carrying value of debt to approximate fair value for this financial instrument because of the relatively short period of time since the last amendment or borrowing.

(5) Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets consist of the following:

	2021	2020
Receivables from insurers	$ 2,444,770	$ 1,871,485
Prepaid insurance and workers' compensation premiums	3,567,421	3,720,581
Federal & State tax credits	344,270	925,248
Income taxes receivable	37,033	852,786
Tuition reimbursement & In-House training	1,037,266	304,112
Other	4,733,737	1,871,790
	$ 12,164,497	$ 9,546,002

Other consists of deposits, prepaid rent, employee advanced Medic or EMT certification loans and other miscellaneous items.

(6) Equipment and Leasehold Improvements

Equipment and leasehold improvements consist of the following:

	2021	2020
Vehicles	$ 55,160,751	$ 43,371,623
Medical and communication equipment	23,655,722	16,664,197
Furniture and fixtures	509,739	421,909
Computer and office equipment	7,748,525	5,468,967
Leasehold improvements	613,060	431,794
	87,687,797	66,358,490
Accumulated depreciation and amortization	(42,756,359)	(31,633,553)
Total	$ 44,931,438	$ 34,724,937

(Continued)

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(7) Goodwill and Intangible Assets

Goodwill

The following table is a rollforward of the carrying amount of goodwill for the years ended December 31, 2021 and 2020:

Balance as of December 31, 2019	$27,647,990
A&E acquisition	509,272
LifeCare acquisition	28,420,814
Ambucare acquisition	941,657
Impairment	(471,847)
Balance as of December 31, 2020	57,047,886
LifeCare acquisition adjustment	(246,606)
Ambucare acquisition adjustment	(280,153)
Randesco acquisition	1,961,752
ODV acquisition	381,262
First Call acquisition	8,013,441
Balance as of December 31, 2021	$66,877,582

During the year ended December 31, 2020, the Company impaired $471,847 of goodwill associated with one of its reporting units in part due to new contract requirements decreasing profitability in the market. The impairment charge was included in depreciation, amortization, and impairment expense in the accompanying consolidated statements of operations.

Intangible Assets

Intangible assets consist of the following:

	December 31, 2021			December 31, 2020		
	Gross Carrying Amount	Accumulated Amortization	Net	Gross Carrying Amount	Accumulated Amortization	Net
Finite Lived:						
Non-911 Agreements	$ 27,827,000	$ (10,213,900)	$ 17,613,100	$ 24,880,000	$ (7,446,317)	$ 17,433,683
911 Contracts	589,205	(589,205)	-	589,205	(589,205)	-
Tech Platforms	5,690,000	(672,890)	5,017,110	-	-	-
	34,106,205	(11,475,995)	22,630,210	25,469,205	(8,035,522)	17,433,683
Indefinite Lived:						
CONs	5,749,581	-	5,749,581	5,749,581	-	5,749,581
911 Contracts	11,970,000	-	11,970,000	10,420,000	-	10,420,000
Trade Names	3,562,600	-	3,562,600	3,225,000	-	3,225,000
	21,282,181	-	21,282,181	19,394,581	-	19,394,581
Total	$ 55,388,386	$ (11,475,995)	$ 43,912,391	$ 44,863,786	$ (8,035,522)	$ 36,828,264

(Continued)

During the year ended December 31, 2020, the Company recognized a $909,167 impairment charge of a 911 contract in part due to new contract requirements decreasing profitability in the market. The impairment loss was determined using the multiple period excess earnings method. The impairment charge was included in depreciation, amortization and impairment expense in the accompanying consolidated statements of operations.

For the indefinite-lived 911 Contract intangible assets with scheduled renewals during 2021 and 2020, the weighted average period before the next renewal was approximately two (2.0) years and one (1) year, respectively. Contracts scheduled to be renewed after December 31, 2021, are excluded from the weighted average calculation.

Amortization expense was $3,440,473 and $1,847,967 for the years ended December 31, 2021 and 2020, respectively. As of December 31, 2021, the future amortization expense of intangible assets for the next five (5) years is expected to be:

Year	Amount
2022	$ 4,116,926
2023	4,116,926
2024	3,900,260
2025	2,500,712
2026	1,634,513

(8) Accrued and Other Current Liabilities

Accrued and other current liabilities consist of the following:

	2021	2020
Medicare advance payments	$ 4,188,490	$ 7,971,273
Payroll related	6,027,545	4,520,694
Employee benefits	3,587,054	2,480,311
Insurance and workers' compensation claim reserves	4,172,126	3,353,352
Contingent consideration	585,260	1,600,000
Other	5,858,281	2,921,564
Total	$ 24,418,756	$ 22,847,194

Other consists of expenses not invoiced, deferred rent, escheatment liabilities, billing refunds, federal and state taxes and other miscellaneous items.

(Continued)

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(9) Debt

The following is a summary of the Company's outstanding debt:

	2021	2020
Term Loan	$ 117,622,553	$ 76,579,750
Seller note	23,251,616	14,400,000
Revolving loan	7,000,000	—
Promissory note	1,773,717	532,369
Capital lease	16,401	21,361
	149,664,287	91,533,480
Debt issuance costs and discounts	(594,932)	(856,504)
	149,069,355	90,676,976
Current portion	(1,779,967)	(4,321,460)
Long-term portion	$ 147,289,388	$ 86,355,516

(a) 2017 Credit Facility

In April 2017, the Company entered into a Credit Facility (Credit Facility) consisting of a five-year $51,000,000 term loan (Term Loan) and a five-year $7,000,000 revolving commitment (Revolving Loan). The Company is the guarantor of the obligation and all assets are pledged as collateral under the Credit Facility. The Term Loan and Revolving Loan mature in May 2022. (See Note 13).

First Amendment – In May 2017, the Company entered into a Joinder and amendment, which added additional loan parties.

Second Amendment – In September 2017, the Company executed an amendment, which syndicated a portion of the Term Loan and the Revolving Loan and changed the interest rate on both the Term Loan and Revolving Loan.

Third Amendment – In December 2017, the Company executed an amendment that extended additional term loans in the aggregate amount of $13,000,000 ($0 remains available to be borrowed), increased the Revolving Loan to $10,000,000, and amended certain definitions.

Fourth Amendment – In July 2018, the Company executed an amendment that extended additional term loans in the aggregate amount of $14,000,000 ($0 remains available to be borrowed) and changed the interest rate on the Term Loan.

Fifth Amendment – In December 2018, the Company executed an amendment that extended additional term loans in the amount of $25,000,000 ($0 remains available to be borrowed), changed the interest rate on the Term Loan and Revolving Loan and revised certain covenants.

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Sixth Amendment – In February 2020, the Company executed an amendment that increased the amounts allowable for other investments to $1,200,000.

Seventh Amendment – In October 2020, the Company executed an amendment that provided additional term loans in the amount of $10,000,000 ($10,000,000 borrowed in 2021 and $0 remains available to be borrowed), increased the Revolving Loan to $15,000,000 and increased the maximum amount of letters of credit to $8,000,000.

Eight Amendment – In April 2021, the Company executed an amendment that provided additional term loans in the amount of $35,193,000 ($35,193,000 borrowed in 2021 and $0 remains available to be borrowed).

Ninth Amendment – In October 2021, the Company entered into a Joinder and amendment, which added additional loan parties.

Tenth Amendment – In March 2022, the Company executed an amendment, which extended the termination date to May 2022.

Eleventh Amendment – In May 2022, the Company executed an amendment, which extended the termination date to August 25, 2022; however, the Credit Facility was terminated in July 2022 as part of the security purchase described in note 15.During the years ended December 31, 2021 and 2020, the Company paid fees to the lender of $803,860 and $537,664, respectively. These fees are being amortized to interest expense over the term of the Credit Facility.

The Credit Facility requires the Company to meet certain financial tests, including adjusted EBITDA, interest charge coverage ratio, fixed charge coverage ratio, total net funded debt to EBITDA ratio and a limit on capital expenditures. The Credit Facility also contains covenants which, among other things, limit the incurrence of additional indebtedness, dividends, transactions with affiliates, asset sales, acquisitions without prior review and approval, mergers, prepayments of other indebtedness, liens and encumbrances, and other matters customarily restricted in such agreements. The Company was in compliance with all the applicable covenants under the Credit Facility as of December 31, 2021.

Term Loan

As of December 31, 2021, $117,622,553 of the Term Loan was outstanding. The Term Loan currently bears interest at LIBOR plus an applicable margin ranging from 5.50% to 6.50% per annum (subject to a LIBOR floor of 1.00%) based on the Company's leverage ratio or, at the Company's option, the Base Rate (BR) as defined in the credit agreement plus an applicable margin ranging from 4.50% to 5.50% per annum based on the Company's leverage ratio. The Company has elected to utilize LIBOR loans that are based on published three-month LIBOR. As of December 31, 2021, the interest rate was 7.50% per annum. The Term Loan requires quarterly principal payments with a final installment payment due at maturity. The Term Loan may be prepaid without penalty (other than payment of certain losses and expenses incurred by the lender as a result of such prepayment) at any time at the option of the Company.

(Continued)

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Revolving Loan

As of December 31, 2021, $7,000,000 was outstanding on the $15,000,000 Revolving Loan. The Revolving Loan incudes a letter of credit sub-line, whereby $8,000,000 of the facility can be utilized to issue letters of credit. Outstanding letters of credit reduce the borrowing capacity of the Revolving Loan. As of December 31, 2021, $5,188,368 of letters of credit were outstanding and $2,811,632 was available on the Revolving Loan. Borrowings on the Revolving Loan bear interest at LIBOR plus an applicable margin of 3.00% per annum (subject to a LIBOR floor of 1.00%) or, at the Company's option, the BR as defined in the credit agreement plus the applicable margin of 0.75% per annum. The Company has elected to utilize LIBOR loans that are based on published three-month LIBOR. As of December 31, 2021, the interest rate was 4.0% per annum. The Revolving Loan is also subject to a 0.50% unused fee, which is equal to the total amount of the facility minus any outstanding draws and/or letters of credit. At issuance all letters of credit are charged a fee of 4.00% of the total of each letter of credit.

(b) Seller Note

In October 2020, the Company executed a $14,400,000 promissory note with the sellers of LifeCare (Seller Note). During the year ended December 31, 2021, $7,665,000 of earnout and $1,186,616 of accrued interest were added to the principal balance. As of December 31, 2021, $23,251,616 was outstanding on the Seller Note. The Seller Note bears interest of 8.00% per annum and interest is added to the principal balance annually. The Seller Note was repaid in July 2022.

(c) Promissory Note

In July 2019, the Company executed a $2,436,406 promissory note (Promissory Note) that bore interest of 5.49% per annum. This Promissory Note matured in April 2020. In June 2020, the Company executed a $2,224,367 Promissory Note that bore interest at 5.49% per annum. This Promissory Note matured in March 2021. In June 2021, the Company executed a $4,374,304 Promissory Note that bears interest at 5.49% per annum. This Promissory Note requires monthly payments through April 2022 and has an outstanding balance of $1,773,717 as of December 31, 2021.

(d) 2022 Credit Facility

In July 2022, Priority OnDemand Midco 2, L.P., which became the 100% owner of Priority Ambulance Blocker Corp. and Priority OnDemand Company Purchaser, LLC, as part of the security purchase described in note 15, entered into a Credit and Guaranty Agreement (Credit Facility) consisting of a six-year $140,000,000 term loan (Term Loan) and a five-year $25,000,000 revolving commitment (Revolving Loan). As a result of this transaction in July 2022, the Company is the guarantor of the obligation and all assets are pledged as collateral under the Credit Facility. The proceeds were used to refinance the 2017 Credit Facility. The Term Loan and Revolving Loan mature in May 2028.

Term Loan

As of July 15, 2022, $140,000,000 of the Term Loan was outstanding. The initial Term Secured Overnight Financing Rate (SOFR) Loan bears interest ranging 5.25% to 5.75% per annum (subject to a

SOFR adjustment of 1.0%) based on the Company's leverage ratio or, at the Company's option, the Base Rate Loan as defined in the credit agreement plus an applicable margin ranging from 4.25% to 4.75% per annum based on the Company's leverage ratio. The SOFR adjustment ranging from 0.10% per annum with respect to Base Rate loans and 0.10% to 0.30% per annum, with respect to Term SOFR loans combined with the Term DSOFR Loan is called the Adjusted Term SOFR loan. The Company has elected to utilize Adjusted Term SOFR. As of July 15, 2022, the interest rate was 5.50% per annum. The Term Loan requires quarterly principal payments with a final installment payment due at maturity. The Term Loan may be prepaid without penalty (other than payment of certain losses and expenses incurred by the lender as a result of such prepayment) at any time at the option of the Company.

Revolving Loan

The $25,000,000 Revolving Loan incudes a letter of credit sub-line, whereby $15,000,000 of the facility can be utilized to issue letters of credit. Outstanding letters of credit reduce the borrowing capacity of the Revolving Loan. Borrowings on the Revolving Loan bear interest at Term SOFR or, at the Company's option, the Base Rate as defined in the credit agreement. The Company has elected to utilize Term SOFR loans that are based on published three-month LIBOR. As of July 2022, the interest rate was approximately 6.6% per annum. The Revolving Loan is also subject to a 0.50% commitment fee, which is equal to the total amount of the facility minus any outstanding draws and/or letters of credit. At issuance all letters of credit are charged a fee of 3.5% of the total of each letter of credit.

(e) Future Debt Maturities and Principal Payments

The following table summarizes the debt maturities and scheduled principal payments as of December 31, 2021:

Year:	
2022	$ 2,149,678
2023	1,469,624
2024	1,454,982
2025	1,440,487
2026	1,426,136
Thereafter	141,723,380
Total	$ 149,664,287

(10) Workers' Compensation and Property/Casualty Insurance Programs

The Company carries a broad range of insurance policies, including workers' compensation, auto liability, professional/general liability, property, auto yard coverage, and other lines of coverage in order to minimize the risk of loss due to accident, injury, automobile and professional liability claims resulting from operations and to comply with certain legal and contractual requirements. The Company retains certain levels of exposure and purchases coverage from third-party insurers for exposure in excess of those levels. The

Company establishes reserves for both claims reported and incurred but not reported on a gross basis. A receivable is recognized for amounts expected to be recovered from insurers in excess of the retention limits. The Company regularly evaluates the financial capacity of its insurers to assess the recoverability of the receivable.

(a) Captive Insurance Program

The Company (Captive Member) has an equity interest in a captive insurance (Captive) company. The Captive provides statutory workers' compensation coverage and the first $1,000,000 of primary auto liability coverage. All of the Company's workers' compensation and primary auto liability are covered under the Captive except in states that require participation in state fund workers' compensation programs. The Captive evaluates actual and actuarially developed insurance claims history and charges the Captive Member an annual premium by line of coverage accordingly. The annual premiums are then allocated as follows: (a) Fund A covering the first $100,000 of each occurrence, (b) Fund B covers the remainder of the Captive Member's loss layer of $400,000 total per occurrence effective with 2021 renewal (previously $300,000) plus a proportional share of allocated loss adjustment expense, and (c) administrative costs that include reinsurance, fronting costs, claims administration, and other general costs. In any given plan year, the Captive Member can be charged a premium experience adjustment of up to 100% of its Fund A premium allocation to cover adverse loss experience. In addition, by plan year, if the Captive Member's Fund B contribution is exhausted and no excess premiums remain in the Fund A layer, then the other Captive members fund the Captive Member's Fund B balance. If another Captive member exhausts their Fund B, the Captive Member may be charged a proportional share of allocated losses on behalf of the other member. Both the workers' compensation and the primary auto liability program are written as occurrence-based policies. Each policy year's claims experience and financial results stand-alone by member. For any given policy year, if the Captive Member claims experience, plus the allocated loss adjustment expense are less than the premiums paid the Captive may return the remaining balance to the Captive Member.

(b) Other Insurance Programs

The Company purchases first dollar coverage on the majority of its insurance programs but did retain levels of self-insured retention on professional/general liability programs ($100,000/occurrence effective with 2021 renewal, previously $25,000/occurrence), auto yard coverage ($25,000/occurrence) and directors and officers coverage ($100,000/occurrence).

(Continued)

PRIORITY AMBULANCE, LLC
(A Wholly Owned Subsidiary of Priority Ambulance Holdings, LLC)
Notes to Consolidated Financial Statements
December 31, 2021 and 2020

(c) Receivables from Insurers and Claims Reserves

The following table presents the classification in the accompanying consolidated balance sheets of the receivables from insurers and claim reserves as of December 31, 2021 and 2020:

	2021	2020
Receivables from insurers:		
Prepaid expenses and other current assets	$ 2,444,770	$ 1,871,485
Insurance and workers' compensation claim reserves:		
Accrued and other current liabilities	4,172,126	3,353,352
Other liabilities	486,363	752,631
Total	4,658,489	4,105,983
Net liabilities	$ 2,213,719	$ 2,234,498

(11) Commitments and Contingencies

(a) Indemnifications

The Company is a party to a variety of agreements entered into in the ordinary course of business pursuant to which it may be obligated to indemnify other parties for certain liabilities that arise out of or relate to the subject matter of the agreements. Some of the agreements entered into by the Company require it to indemnify other parties against losses due to property damage, including environmental contamination, personal injury, failure to comply with applicable laws, the Company's negligence or reckless or willful misconduct, or breach of representations, warranties and covenants.

The Company provides for indemnification of directors, officers and other persons in accordance with limited liability agreements, certificates of incorporation, bylaws, articles of association or similar organizational documents. In addition, the Company has entered into indemnification agreements with certain members of management of the Company. The Company maintains directors' and officers' insurance, which should enable it to recover a portion of any future amounts paid, although there can be no assurance that the amounts available under such policies would be sufficient to satisfy fully the Company's payment obligations.

While the Company's future obligations under certain agreements may contain limitations on liability for indemnification, other agreements do not contain such limitations, and under such agreements, it is not possible to predict the maximum potential amount of future payments due to the conditional nature of the Company's obligations and the unique facts and circumstances involved in each particular agreement. Historically, payments made by the Company under any of these indemnities have not had a material effect on the Company's business, financial condition, results of operations or cash flows. Additionally, based on facts and circumstances currently known to the Company, it does not believe that any amounts that it may be required to pay under these indemnities in the future will be material to its business, financial condition, results of operations or cash flows.

(Continued)

PRIORITY AMBULANCE, LLC
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(b) Legal Proceedings

From time to time, the Company is party to, or otherwise involved in, lawsuits, claims, proceedings, investigations and other legal matters that arise in the ordinary course of conducting its business. The Company cannot predict with certainty the ultimate outcome of any such lawsuits, claims, proceedings, investigations and other legal matters to which it may be a party, or in which it may otherwise be involved, due to, among other things, the inherent uncertainties of litigation, government investigations and proceedings and legal matters in general. The Company may also be subject to requests and subpoenas for information in independent investigations. An unfavorable outcome in such lawsuits against the Company or in a government investigation or proceeding could result in substantial potential liabilities and have a material adverse effect on the Company's business, financial condition, results of operations and cash flows. Further, such proceedings and investigations, and the Company's actions in response to them, could result in substantial potential liabilities, additional defense and other costs, increase the Company's indemnification obligations, divert management's attention, and/or adversely affect the Company's ability to execute its business and financial strategies. The Company believes that there are no matters that would have a material adverse effect on the Company's financial position, results of operations or cash flows.

(c) Regulatory Compliance

The Company is subject to numerous laws and regulations of federal, state and local governments. These laws and regulations include, but are not limited to, matters such as licensure, accreditation, government healthcare program participation requirements, reimbursement for patient services and Medicare and Medicaid fraud and abuse. Within the healthcare industry, government investigations and allegations concerning possible violations of fraud and abuse statutes and regulations by healthcare providers is ongoing. From time to time, the Company is subject to investigations relating to Medicare and Medicaid laws pertaining to its industry. The Company cooperates fully with the government agencies that conduct these investigations. Violations of these laws and regulations could result in exclusion from government healthcare programs together with the imposition of significant fines and penalties, as well as significant repayment obligations for patient services previously billed. Additionally, under the Company's existing compliance program, the Company initiates its own investigations and conducts audits to examine compliance with various policies and regulations, including periodic reviews of the levels of service and corresponding rates the Company bills to various payers. Internal investigations or audits may result in significant repayment obligations for patient services previously billed or the modification of estimates relating to reimbursements. The Company believes that it is substantially in compliance with fraud and abuse statutes and their applicable governmental interpretation. The Company believes the outcome of any of these investigations or audits would not have a material adverse effect on the Company's financial position, results of operations or cash flows.

(d) Services Agreement – Related Party

The Company has a services agreement with a Holder. The agreement provides for the Company to pay a management fee and a fee for certain transactions. Management and transaction fee expense for the years ended December 31, 2021 and 2020 was $644,956 and $583,577, respectively.

(Continued)

PRIORITY AMBULANCE, LLC
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Notes to Consolidated Financial Statements
December 31, 2021 and 2020

(e) Collective Bargaining Agreement

Approximately 8% of the Company's employees were covered by a collective bargaining agreement as of December 31, 2021 and 2020. The collective bargaining agreement expires in December 2023.

(12) Operating Leases

The Company has various real estate and equipment lease agreements that generally require fixed rental payments and may also include escalation and renewal options. In most cases, the Company expects that, in the normal course of business, leases that expire will be renewed or replaced by other leases. Future minimum payments under the noncancelable leases in effect at December 31, 2021 are as follows:

Year:	
2022	$ 5,024,081
2023	4,708,111
2024	4,277,504
2025	3,572,835
2026	2,305,259
Thereafter	1,479,421
Total	$ 21,367,211

Rent expense for the years ended December 31, 2021 and 2020 was $6,298,861 and $5,044,783, respectively. There was no material contingent rentals or sublease income for the years ended December 31, 2021 and 2020. Rent expense is included in vehicle, equipment and station expense in the accompanying consolidated statements of operations.

(13) Related Party Transactions

The Company rents real estate and obtains software and consulting services with related parties who are Holders or own the noncontrolling interests. During the year ended December 31, 2021, the Company incurred $2,272,170 of expenses with related parties of which $123,577 was payable as of December 31, 2021. During the year ended December 31, 2020, the Company incurred $489,245 of expenses with related parties of which $0 was payable as of December 31, 2020.

(14) Income Taxes

The Company has five (5) tax paying subsidiaries for federal income tax purposes and the others are pass-through entities. However, some states impose entity-level taxes on pass-through entities, and those state tax liabilities are included in the Company's income tax provision.

The tax effects of temporary differences that give rise to significant portions of deferred tax assets and liabilities are as follows:

PRIORITY AMBULANCE, LLC
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Notes to Consolidated Financial Statements
December 31, 2021 and 2020

	December 31, 2021	December 31, 2020
Deferred tax assets:		
Allowance for uncompensated care	$ 178,668	$ 118,644
Accrued expenses	179,524	133,573
Other	410,543	37,602
Total	768,735	289,819
Deferred tax liabilities:		
Intangible assets	2,656,086	2,727,071
Equipment and leasehold improvements	1,349,068	1,122,890
Other	207,168	271,174
Total	4,212,322	4,121,135
Net deferred tax liabilities	$ 3,443,587	$ 3,831,316

The provision for income taxes charged to operations in the accompanying consolidated statements of operations are as follows:

	Year ended December 31, 2021	Year ended December 31, 2020
Current tax expense	$ 1,897,622	$ 508,781
Deferred tax expense	(194,734)	88,057
Total	$ 1,702,888	$ 596,838

The effective tax rate for the years ended December 31, 2021 and 2020 related to the C-corporations was 26% and 21%, respectively. The effective tax rate for the year ended December 31, 2021, is higher than the statutory rate of 21% primarily due to state taxes.

During 2021 and 2020, the Company believes that its tax positions meet the more-likely than-not standard required under the recognition phase of the authoritative guidance; therefore, the Company did not record any liabilities associated with uncertain tax positions.

(Continued)

The Company files income tax returns in the United States, Alabama, Arizona, Georgia, Indiana, Mississippi, New York, South Carolina, Tennessee and Virginia. The statute of limitations for a tax year for examination by the Internal Revenue Service is generally three (3) years subsequent to the filing of the associated tax return. The statute of limitations is generally three (3) years to four (4) years for many of the states the Company operates in. The Company is not under examination for income tax purposes in any jurisdiction.

(15) Subsequent Events

The Company has evaluated new information and events through August 26, 2022, which is the date these consolidated financial statements were issued, to determine the need to either update these consolidated financial statements or to provide additional disclosures about those events.

(a) New borrowings

In January 2022, the Company borrowed $2,800,000 on its Revolving Loan.

In March 2022, the Company entered into a $2,000,000 subordinated promissory note.

In June 2022, the Company entered into a $3,200,000 subordinated promissory note.

(b) Security Purchase Agreement ("SPA")

In March 2022, the Company's parent, Priority Ambulance Holdings, LLC, entered into a SPA, which closed on July 15, 2022, to sell all of the rights, title and equity in Priority OnDemand, LLC's membership interests for approximately $255,000,000, subject to certain adjustments. The SPA also includes contingent consideration in the form of earnouts based on the performance of the Company after the close of the transaction. The Company is planning to apply push down accounting with respect to the acquiring entity's new basis.

Contemporaneously with the close of the sale transaction, all of the Company's existing indebtedness at the close of the transaction was extinguished using the proceeds from the transaction, including the $8,000,000 of additional indebtedness borrowed during 2022. The acquiring entity funded the transaction through a combination of equity and debt financing. The debt financing was in the form of a new credit facility consisting of a $140,000,000 term loan and a $25,000,000 revolving commitment. The Company is the guarantor of these debt obligations, and all assets are pledged as collateral under the new credit facility (see note 9 for further details). Accounting for the transaction is not complete as of the date these consolidated financial statements were issued and Management is currently evaluating the transaction costs and acquisition-date fair values of the consideration transferred (including the fair value and classification of the contingent consideration), assets acquired, and liabilities assumed.

priority OnDemand

BOARD OF DIRECTORS

SAMARTH CHANDRA
Board Chairman and Partner
Enhanced Healthcare Partners

BRYAN GIBSON
President and CEO
Priority Ambulance

JOHN JULIAN
President and CEO
NextCare Urgent Care

MALCOLM KOSTUCHENKO
Co-Founder and Managing Partner
Enhanced Healthcare Partners

ANDREW PAUL
Co-Founder and Managing Partner
Enhanced Healthcare Partners

Left to right, Andrew Paul, Malcom Kostuchenko, Bryan Gibson, John Julian, Samarth Chandra.

priority OnDemand

A&E EMS · AMBUCARE · BAPTIST · CENTRAL · FIRST CALL
FRONTIER AMBULANCE · GUARDIAN AMBULANCE · KUNKEL AMBULANCE · LIFECARE MEDICAL TRANSPORTS · MARICOPA AMBULANCE
MEDSHORE AMBULANCE · NATIONAL EMS · OnDemand visit · PRIORITY AMBULANCE · Puckett EMS
RANDSECO · SEALS AMBULANCE · SHOALS AMBULANCE · StatCall · TRANS AM AMBULANCE

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EXHIBIT 4 – Performance Surety Fund and Performance Bond Obligations

PERFORMANCE SURETY FUND

Creation of a Performance Surety Fund and the process by which the City may withdraw funds from the Performance Surety Fund.

A. Contractor shall submit to City a check in the amount of Fifty Thousand Dollars ($50,000). The City shall deposit the check into a dedicated account (the "Performance Surety Fund") which may only be used for City of Glendale Fire Department EMS programs, including training or equipment for both Fire Department and ambulance personnel. At least quarterly, City shall provide to Contractor a statement or other documentation showing the fund's current balance. For accounting purposes, the funds shall be considered funds of Contractor held in escrow account or some similar designation that describes the City's right to draw down these funds for only the purposes designated herein.
B. The City shall not use or distribute funds from the Performance Surety Fund except in accordance with the process set forth in the Agreement.
C. City shall provide Contractor with a notice documenting the date and amoutn of any withdrawal from the Performance Surety Fund.

Maricopa Ambuance agrees to submit a check to the City of Glendale in the amount of $50,000 to fund a dedicated Performance Surety Fund to be used for the purposes described above.

PERFORMANCE BOND

Contractor will be required to provide the City a performance bond in the amount of 10% of the entire contract term in form and substance acceptable to the City. The Contractor will be required to maintain the Performance Bond throughout the term(s) of the Contract and for a reasonable time thereafter.

Because the Contract contains no provision for a subsidy, Maricopa Ambulance is unclear regarding the definition of 10% of the entire contract term in form and substance acceptable to the City, as set forth in the Agreement. However, Maricopa Ambulance agrees to provide a performance bond in an amount that is commercially reasonable, consistent with past practice, and acceptable to the Arizona Department of Health Services. Maricopa Ambulance will maintain the Performance Bond throughout the term(s) ofo the Contract and for a reasonable time thereafter.

We are uncertain if our proposal with regard to Exhibit 4 – Performance Bond – constitutes an Alternative Offer. Mariciopa Ambulance obtained a performance bond in accordance with the current contract in the amount of $1 million that remains in effect today.

EXHIBIT 5 – Ambulance Equipment List

PRIORITY AMBULANCE

Glendale RFP as of 04/14/23

Item	Par Level	Order History	On Hand Inventory	Price
AIR - Airway				
Nebulizer, Kit, (1) Adaptor, (1) Neb w/ Piece, (1) Elbow Adaptor, 7ft Tubing, Coupa 620500812 - 812-BVMNEBKIT 2021 List/MSRP Price **8.29** • 2022 List/MSRP Price **0.01** • Ops Requested **Maricopa**	0.0	-----(avg 0)		**3.04** USD / EA
Airway, Endotrachael, AirflowMonitor, Beck, B.A.A.M., Coupa 620500045 - 021410 2021 List/MSRP Price **8.49** • Ops Requested **Coupa Set-up**	0.0	(avg 2)		**5.68** USD / EA
Airway, Nasopharyngeal, Kit, 12Fr, 14Fr, 16Fr, 18 Fr, Coupa 620500059 - 76-1233 2021 List/MSRP Price **44.79** • Ops Requested **Coupa Set-up**	0.0	-----(avg 0)		**9.51** USD / BG
Airway, Oral, Guedel, Size 10, 100 mm, Red, Coupa 620500075 - 2010-35100 2021 List/MSRP Price **0.69** • Ops Requested **Coupa Set-up**	0.0	-----(avg 0)		**0.21** USD / EA
Airway, Oral, Guedel, Size 11, 110 mm, Light Blue, Coupa 620500076 - 2010-35110 2021 List/MSRP Price **0.69** • Ops Requested **Coupa Set-up**	0.0	-----(avg 0)		**0.21** USD / EA
Airway, Oral, Guedel, Size 4, 40 mm, Pink, Coupa 620500069 - 2010-35040 2021 List/MSRP Price **0.69** • Ops Requested **Coupa Set-up**	0.0	-----(avg 0)		**0.21** USD / EA
Airway, Oral, Guedel, Size 5, 50 mm, Blue, Coupa 620500070 - 2010-35050 2021 List/MSRP Price **0.69** • Ops Requested **Coupa Set-up**	0.0	-----(avg 0)		**0.21** USD / EA
Airway, Oral, Guedel, Size 6, 60 mm, Black, Coupa 620500071 - 2010-35060 2021 List/MSRP Price **0.69** • Ops Requested **Coupa Set-up**	0.0	-----(avg 0)		**0.21** USD / EA
Airway, Oral, Guedel, Size 7, 70 mm, White, Coupa 620500072 - 2010-35070 2021 List/MSRP Price **0.69** • Ops Requested **Coupa Set-up**	0.0	(avg 3)		**0.21** USD / EA
Airway, Oral, Guedel, Size 8, 80 mm, Green, Coupa 620500073 - 2010-35080 2021 List/MSRP Price **0.69** • Ops Requested **Coupa Set-up**	0.0	-----(avg 0)		**0.21** USD / EA
Airway, Oral, Guedel, Size 9, 90 mm, Yellow, Coupa 620500074 - 2010-35090 2021 List/MSRP Price **0.69** • Ops Requested **Coupa Set-up**	0.0	(avg 3)		**0.21** USD / EA
Airway, Supraglottic, I-Gel O2 Resus Pack, w/ Yellow Hook Ring, Lubricant, Support Strap, Size 3, Small Adult 65-130 lbs, 6 Count, Coupa 620500563 - 2114-87301 2021 List/MSRP Price **217.74** • 2022 List/MSRP Price **217.74** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		**135.00** USD / CS
Airway, Supraglottic, I-Gel O2 Resus Pack, w/ Green Hook Ring, Lubricant, Support Strap, Size 4, Medium Adult 100-200lb, 6 Count, Coupa 620500565 - 2114-87302 2021 List/MSRP Price **217.74** • 2022 List/MSRP Price **217.74** • Ops Requested **Coupa Set-up**	0.0	(avg 2)		**135.00** USD / CS
Airway, Supraglottic, I-Gel O2 Resus Pack, w/ Orange Hook Ring, Lubricant, Support Strap, Size 5, Large Adult 200kg plus, 6 Count, Coupa 620500564 - 2114-87303 2021 List/MSRP Price **217.74** • 2022 List/MSRP Price **217.74** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		**135.00** USD / CS
Blade, Laryngoscope, Rusch Polaris FO Blade MAC 1, 10 Count, Coupa 620500009 - 4150110 2021 List/MSRP Price **85.00** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		**41.50** USD / CS
Blade, Laryngoscope, Rusch Polaris FO Blade MAC 2, 10 Count, Coupa 620500010 - 4150120 2021 List/MSRP Price **85.00** • Ops Requested **Coupa Set-up**	0.0	-----(avg 0)		**41.50** USD / CS
Blade, Laryngoscope, Rusch Polaris FO Blade MAC 3, 10 Count, Coupa 620500011 - 4150130 2021 List/MSRP Price **85.00** • Ops Requested **Coupa Set-up**	0.0	-----(avg 0)		**41.50** USD / CS
Blade, Laryngoscope, Rusch Polaris FO Blade MAC 4, 10 Count, Coupa 620500013 - 4150140	0.0	-----(avg 0)		**41.50** USD / CS

Item	Par Level	Order History	On Hand Inventory	Price
2021 List/MSRP Price **85.00** • Ops Requested **Coupa Set-up**				
Blade, Laryngoscope, Rusch Polaris FO Blade Miller 0, 10 Count, Coupa 620500015 - 4150001 2021 List/MSRP Price **85.00** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		41.50 USD / CS
Blade, Laryngoscope, Rusch Polaris FO Blade Miller 1, 10 Count, Coupa 620500017 - 4150010 2021 List/MSRP Price **85.00** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		41.50 USD / CS
Blade, Laryngoscope, Rusch Polaris FO Blade Miller 2, 10 Count, Coupa 620500019 - 4150020 2021 List/MSRP Price **85.00** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		41.50 USD / CS
Blade, Laryngoscope, Rusch Polaris FO Blade Miller 3, 10 Count, Coupa 620500020 - 4150030 2021 List/MSRP Price **85.00** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		41.50 USD / CS
Blade, Laryngoscope, Rusch Polaris FO Blade Miller 4, 10 Count, Coupa 620500021 - 4150040 2021 List/MSRP Price **85.00** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		41.50 USD / CS
BVM, Resuscitator, Cuffed Mask, 470ml Bag, Tubing, Reserve Bag, Child, Coupa 620500566 - 674-01BM3211MOEA 2021 List/MSRP Price **32.29** • 2022 List/MSRP Price **32.29** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		18.68 USD / EA
Cannula, Nasal, Soft Tip, Over-the-Ear, 7ft Tube, Universal Connector, Adult, Coupa 620500156 - 30050 2021 List/MSRP Price **0.52** • 2022 List/MSRP Price **0.52** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		0.23 USD / EA
Cannula, Nasal, Soft Tip, Over-the-Ear, 7ft Tube, Universal Connector, Pediatric, Coupa 620500716 - 30056 2021 List/MSRP Price **0.52** • Ops Requested **Puckett GA**	0.0	(avg 3)		0.24 USD / EA
Endotrachael, Introducer, Bougie, 4mm-6mm, Coude Tip, Pediatric, Coupa 620500286 - 2120-17010 2021 List/MSRP Price **9.49** • Ops Requested **Coupa Set-up**	0.0	(avg 1)		4.21 USD / EA
Endotrachael, Introducer, Bougie-To-Go, Coude Tip, 15Frx60cm, Adult, Coupa 620500285 - 2120-21282 2021 List/MSRP Price **9.49** • Ops Requested **Coupa Set-up**	0.0	(avg 1)		4.21 USD / EA
Kit, Endotracheal, 6mm Tube, 10cc Syringe, Tube Imobilizer, 3gm Surgilube, BAAM Monitor, Coupa 620500624 - 023060S 2021 List/MSRP Price **36.49** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		19.29 USD / EA
Kit, Endotracheal, 7mm Tube, 10cc Syringe, Tube Imobilizer, 3gm Surgilube, BAAM Monitor, Coupa 620500625 - 023070S 2021 List/MSRP Price **36.49** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		19.29 USD / EA
Mask, CPAP, Ports and EZflow MAX Nebulizer, Flow-Safe II EZ, Child, Coupa 620500627 - 7003326 2021 List/MSRP Price **81.01** • 2022 List/MSRP Price **98.99** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		55.60 USD / EA
Mask, Oxygen, Non-Rebreather, 7ft Tube, Pediatric, 50 Count, Coupa 620500408 - HCS4675B 2021 List/MSRP Price **65.87** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		30.50 USD / CS
Nebulizer , w/ Tee & Mouthpiece, 7 ft Tubing, Standard Connector, 50 Count, Coupa 620500395 - HCS4482 2021 List/MSRP Price **67.29** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		27.10 USD / CS
Tube, Endotracheal, Cuff, Stylet, 15mm ISO, 5.5inID, Coupa 620500295 - 13407 2021 List/MSRP Price **2.40** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		1.20 USD / EA
Tube, Endotracheal, Cuff, Stylet, 5mm, Coupa 620500294 - 2113-10250 2021 List/MSRP Price **3.49** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		1.65 USD / EA
Tube, Endotracheal, Cuff, Stylet, 7.5mm, Coupa 620500299 - 2113-10275 2021 List/MSRP Price **3.49** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		1.44 USD / EA
Tube, Endotracheal, Cuff, Stylet, 7mm, Coupa 620500298 - 2113-10270 2021 List/MSRP Price **3.49** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		1.36 USD / EA
Tube, Endotracheal, Cuff, Stylet, 8.5mm, Coupa 620500301 - 2113-10285 2021 List/MSRP Price **3.49** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		1.38 USD / EA
Tube, Endotracheal, Cuff, Stylet, 8mm, Coupa 620500300 - 2113-10280 2021 List/MSRP Price **3.49** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		1.38 USD / EA
Tube, Endotracheal, Cuff, Stylet, 9mm, Coupa 620500302 - 2113-10290	0.0	(avg 0)		1.53 USD / EA

Item	Par Level	Order History	On Hand Inventory	Price
2021 List/MSRP Price **3.49** • Ops Requested **Coupa Set-up**				
Tube, Endotracheal, Cuffed, 6.5mm, 10 Count, Coupa 620500297 - CPEMS23265 2021 List/MSRP Price **24.00** • 2022 List/MSRP Price **24.00** • Ops Requested **Coupa Set-up**	0.0	----- (avg 0)		10.88 USD / BX
Tube, Endotracheal, Cuffed, 6mm, Coupa 620500296 - 2113-10260 2021 List/MSRP Price **2.40** • 2022 List/MSRP Price **3.49** • Ops Requested **Coupa Set-up**	0.0	----- (avg 0)		1.72 USD / EA
Tube, Endotracheal, Holder Only, Thomas, 4.3mm ID to 15.8mm OD, Pediatric, Coupa 620500282 - 4990708 2021 List/MSRP Price **4.36** • 2022 List/MSRP Price **5.01** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		2.81 USD / EA
Tube, Endotracheal, Holder Only, Thomas, 6.5mm ID to 42mm OD, Adult, Coupa 620500284 - 2130-42560 2021 List/MSRP Price **4.95** • Ops Requested **Coupa Set-up**	0.0	(avg 4)		3.27 USD / EA
Tube, Oxygen, 7FT, Clear, Coupa 620500553 - 87-3007EA 2021 List/MSRP Price **0.46** • Ops Requested **Coupa Set-up**	0.0	----- (avg 0)		0.42 USD / EA
Mask, CPAP, Ports and EZflow MAX Nebulizer, Flow-Safe II EZ, Adult, Large, Coupa 620500628 - 7003324 2021 List/MSRP Price **81.01** • 2022 List/MSRP Price **99.89** • Ops Requested **Coupa Set-up**	0.0	----- (avg 0)		55.60 USD / EA
Mask, CPAP, Ports and EZflow MAX Nebulizer, Flow-Safe II EZ, Adult, Small, Coupa 620500629 - 7003325 2021 List/MSRP Price **81.01** • 2022 List/MSRP Price **99.89** • Ops Requested **Coupa Set-up**	0.0	----- (avg 0)		55.60 USD / EA
Airway, Nasopharyngeal, Kit, 20Fr, 22Fr, 24Fr, 26Fr, 28Fr, 30Fr, 32Fr, 34Fr, 36Fr, Coupa 620500058 - 36619 2021 List/MSRP Price **30.79** • Ops Requested **Coupa Set-up**	0.0	----- (avg 0)		15.51 USD / PK
Airway, Oral, Berman, Kit, Size 40mm, 60mm, 80mm, 90mm, 100mm, 110mm, Polybagged, Coupa 620500067 - 130-1495 2021 List/MSRP Price **2.55** • 2022 List/MSRP Price **6.29** • Ops Requested **Coupa Set-up**	0.0	(avg 4)		2.02 USD / EA
Airway, Oral, Guedel, Size 2, 70 mm, Coupa 620500068 - 2010-34070 2021 List/MSRP Price **0.49** • Ops Requested **Coupa Set-up**	0.0	----- (avg 0)		0.15 USD / EA
BVM, Resuscitator SMART Bag® MO with Cuffed Mask, Oxygen Reservoir and Tubing, Adult, Coupa 620500938 - 674-01BM3201MOEA 2021 List/MSRP Price **31.29** • 2022 List/MSRP Price **31.29** • Ops Requested **Maricopa**	0.0	(avg 10)		21.84 USD / EA
Cricothyrotomy, Field Kit, w/Tracheostomy Tube, Cuffed, Coupa 620500989 - 2160-36401 2023 List/MSRP Price **62.99** • Ops Requested **Arizona Required**	0.0	(avg 2)		45.55 USD / EA
Endotracheal, Stylet, Intubating, 14Fr, 3.3mm, 20 Count, Coupa 620500288 - CPEMSETS400 2021 List/MSRP Price **60.60** • Ops Requested **Coupa Set-up**	0.0	----- (avg 0)		33.60 USD / BX
Mask, Oxygen, Total Non-Rebreather, Elongated, 7ft Tube, Reservoir Bag, Adult, Coupa 620500692 - 30052 2021 List/MSRP Price **1.49** • 2023 List/MSRP Price **1.74** • Ops Requested **Maricopa**	0.0	(avg 7)		0.71 USD / EA
Nebulizer, Hand Held, Small Volume, Mask, w/Tee, 13cc Bowl, 7ft Tubing, Adult, Coupa 620500418 - 301-202EA 2021 List/MSRP Price **1.69** • 2023 List/MSRP Price **2.16** • Ops Requested **Coupa Set-up**	0.0	(avg 7)		0.70 USD / EA
Sampling Line, FilterLine™ H Set, 6.5 ft/200 cm Tube, Adult/pediatric, Intubated, Coupa 620500689 - 174620 2021 List/MSRP Price **12.39** • Ops Requested **Priority TN**	0.0	(avg 45)		5.60 USD / EA
Tube, Endotracheal, Uncuffed, Stylet, 2.5mm, Coupa 620500304 - 2113-10325 2021 List/MSRP Price **3.39** • Ops Requested **Coupa Set-up**	0.0	----- (avg 0)		1.24 USD / EA
Tube, Endotracheal, Uncuffed, Stylet, 3.5mm, Coupa 620500306 - 2113-10335 2021 List/MSRP Price **3.39** • Ops Requested **Coupa Set-up**	0.0	----- (avg 0)		1.24 USD / EA
Tube, Endotracheal, Uncuffed, Stylet, 3mm, Coupa 620500305 - 2113-10330 2021 List/MSRP Price **3.39** • Ops Requested **Coupa Set-up**	0.0	----- (avg 0)		1.24 USD / EA
Tube, Endotracheal, Uncuffed, Stylet, 4.5mm, Coupa 620500308 - 2113-10345	0.0	----- (avg 0)		1.24 USD / EA

Item	Par Level	Order History	On Hand Inventory	Price
2021 List/MSRP Price **3.39** • Ops Requested **Coupa Set-up**				
Tube, Endotracheal, Uncuffed, Stylet, 4mm, Coupa 620500307 - 2113-10340 2021 List/MSRP Price **3.39** • Ops Requested **Coupa Set-up**	0.0	----- (avg 0)		1.24 USD / EA
Tube, Endotracheal, Uncuffed, Stylet, 5mm, Coupa 620500309 - 2113-10350 2021 List/MSRP Price **3.39** • Ops Requested **Coupa Set-up**	0.0	----- (avg 0)		1.24 USD / EA
Wrench, Oxygen Cylinder, D-E, Nylon, No Chain, Black, 1/EA, Coupa 620500554 - 11188BK 2021 List/MSRP Price **0.99** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		0.22 USD / EA
Wrench, Oxygen, Metal, Large Cylinders w/ CGS-540 Nut, 1/EA, Coupa 620500555 - 020640 2021 List/MSRP Price **7.99** • Ops Requested **Coupa Set-up**	0.0	----- (avg 0)		3.41 USD / EA
BIO - BioHazard				
Bag, BioHazard, 1.2m, 33GAL, Red, 31inx43in, 250 Count, Coupa 620500095 - 520-F117 2021 List/MSRP Price **94.99** • Ops Requested **Coupa Set-up**	0.0	----- (avg 0)		44.00 USD / CS
Bag, BioHazard, 1.5m, 4GAL, Red, 17inx17in, 500 Count, Coupa 620500093 - NON151717 2021 List/MSRP Price **74.89** • Ops Requested **Coupa Set-up**	0.0	----- (avg 0)		32.00 USD / CS
Bag, BioHazard, 1.2m, 10GAL, Red, 24inx24in, 500 Count, Coupa 620500094 - NON122424 2021 List/MSRP Price **101.13** • Ops Requested **Coupa Set-up**	0.0	----- (avg 0)		50.00 USD / CS
DEV - Device, CapEx				
Stryker, Lucas 3, Base Unit Only, Coupa 187000013 - 99576-00063 2021 List/MSRP Price **16,190.00** • 2022 List/MSRP Price **17,325.00** • Ops Requested **Coupa Set-up**	0.0	----- (avg 0)		13,858.40 USD / EA
DEV - Device, Non-CapEx				
Backboard, Scoop, (3) Straps, HDPE, 63.5- 73.5inx18in, Yellow, 1/EA, Coupa 631500011 - 3245-12419 2021 List/MSRP Price **919.99** • Ops Requested **Coupa Set-up**	0.0	----- (avg 0)		393.60 USD / EA
EZ-IO Power Driver, Coupa 631500001 - 9058 2021 List/MSRP Price **404.00** • 2022 List/MSRP Price **300.00** • Ops Requested **Coupa Set-up**	0.0	----- (avg 0)		75.00 USD / EA
Forceps, Magill, Closed Jaw, Child, Coupa 631500008 - 400007 2021 List/MSRP Price **8.29** • Ops Requested **Coupa Set-up**	0.0	----- (avg 0)		3.36 USD / EA
Forceps, Magill, Intubating, Adult, 10in, Coupa 631500019 - 400008 2021 List/MSRP Price **8.29** • Ops Requested **Coupa Set-up**	0.0	----- (avg 0)		3.54 USD / EA
DOTC - Disposable Over The Counter				
Lubricating Jelly, 2.7g, 144 Count, Coupa 620500390 - MDS032273H 2021 List/MSRP Price **15.96** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		4.63 USD / BX
Pad, Prep, Alcohol, 70%, 2-Ply, Medium, 30mmx30mm, 200 Count, Coupa 620500437 - 5702219 2021 List/MSRP Price **1.67** • 2022 List/MSRP Price **2.99** • Ops Requested **Coupa Set-up**	0.0	(avg 5)		1.24 USD / BX
Ammonia Inhalant, 15-30% Strength, Towelettes, 10 Count, Coupa 620500918 - 1360-62022 2021 List/MSRP Price **3.69** • 2022 List/MSRP Price **5.09** • Ops Requested **Coupa Set-up**	0.0	----- (avg 0)		1.94 USD / BX
GEN - General				
Armboard, IV, Disposable, Corrugated, Fill Foam, 3inx12in, Coupa 620500788 - 14134 2021 List/MSRP Price **1.92** • Ops Requested **Maricopa**	0.0	----- (avg 0)		1.38 USD / EA
Hot Pack, Disposable, 6.69inx7.5in, Coupa 620500343 - 1432-67000 2021 List/MSRP Price **1.69** • Ops Requested **Coupa Set-up**	0.0	(avg 1)		0.37 USD / EA
Kit, Obstetrical, Bagged, Gloves, Underpad, (2)Clamps, Scalpel, Bulb Syringe, OB Pad, (4)Sponges, Sheet, Placenta	0.0	----- (avg 0)		11.15 USD / EA

Item	Par Level	Order History	On Hand Inventory	Price
Bag, Baby Bunting, (2)OB Towelettes, (2) Towels, Apron, Diaper, Coupa 620500376 - 444001 2021 List/MSRP Price **27.99** • Ops Requested **Coupa Set-up**				
Light, Pen, Disposable, 4.5in, 6 Count, Coupa 620500389 - 9004970 2021 List/MSRP Price **5.73** • 2022 List/MSRP Price **11.79** • Ops Requested **Coupa Set-up**	0.0	(avg 1)		4.03 USD / BG
Razor, Prep, Double-Sided, Disposable, 100 Count, Coupa 620500450 - DYND70837 2021 List/MSRP Price **30.76** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		20.79 USD / CS
Scalpel, Disposable, Size 10, Coupa 620500839 - 320110 2021 List/MSRP Price **1.29** • Ops Requested **Maricopa**	0.0	(avg 0)		0.45 USD / EA
Scissors, EMT, Safety Tip, 7.25in, Blue, Coupa 620500495 - 533-MS-SH002BL 2021 List/MSRP Price **2.65** • Ops Requested **Coupa Set-up**	0.0	(avg 10)		0.86 USD / EA
Armboard, IV, Infant, Disposable, 2inx4in, Coupa 620500087 - NON24289H 2021 List/MSRP Price **1.09** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		0.57 USD / EA
Pads, Nail Polish, Remover Wipes, 2-Ply, 1.25inx3in, 100 Count, Coupa 620500438 - MDS090780H 2021 List/MSRP Price **4.11** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		1.40 USD / BX
IV - Intravenous				
Bag, Infuser, Pressure, Thumbwheel Valve, 1000cc, Coupa 620500099 - DYNJAAPI100TH 2021 List/MSRP Price **15.09** • Ops Requested **Coupa Set-up**	0.0	(avg 7)		5.32 USD / EA
Catheter, IV, Insyte Autoguard BC Pro, 22G. X 1.25, 50 Count, 50 Count, Coupa 620500972 - B-D392524Z 2022 List/MSRP Price **176.23** • Ops Requested **Maricopa**	0.0	(avg 0)		135.17 USD / BX
Catheter, IV, Insyte Autoguard Shielded IV Catheter, Blue, 22G. X 1, 50 Count, Coupa 620500971 - B-D392523Z 2022 List/MSRP Price **176.23** • Ops Requested **Maricopa**	0.0	(avg 0)		135.17 USD / PK
Catheter, IV, Insyte Autoguard Shielded IV Catheter, Yellow, 24G. X .75, 50 Count, Coupa 620500970 - B-D392512Z 2022 List/MSRP Price **262.94** • Ops Requested **Maricopa**	0.0	(avg 0)		135.17 USD / BX
Catheter, IV, Insyte Autoguard Shielded, Gray, 16G. X 1.16, 50 Count, Coupa 620500975 - B-D392554Z 2022 List/MSRP Price **176.23** • Ops Requested **Maricopa**	0.0	(avg 0)		135.17 USD / BX
Catheter, IV, Insyte Autoguard Shielded, Green, 18G. X 1.16, 50 Count, Coupa 620500974 - B-D392544Z 2022 List/MSRP Price **176.23** • Ops Requested **Maricopa**	0.0	(avg 0)		135.17 USD / BX
Catheter, IV, Insyte Autoguard Shielded, Non Winged, 300 PSI, 20G. X 1.16, 50 Count, Coupa 620500973 - B-D392534Z 2022 List/MSRP Price **176.23** • Ops Requested **Maricopa**	0.0	(avg 0)		135.17 USD / BX
Catheter, Suction, Whistle Tip, Thumb Control Port, 10Fr, Coupa 620500174 - 36092 2021 List/MSRP Price **0.39** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		0.13 USD / EA
Catheter, Suction, Whistle Tip, Thumb Control Port, 12Fr, Coupa 620500175 - 36093 2021 List/MSRP Price **0.39** • Ops Requested **Coupa Set-up**	0.0	(avg 2)		0.13 USD / EA
Catheter, Suction, Whistle Tip, Thumb Control Port, 14Fr, Coupa 620500176 - 36094 2021 List/MSRP Price **0.39** • Ops Requested **Coupa Set-up**	0.0	(avg 3)		0.13 USD / EA
Catheter, Suction, Whistle Tip, Thumb Control Port, 16Fr, Coupa 620500177 - 36095 2021 List/MSRP Price **0.39** • Ops Requested **Coupa Set-up**	0.0	(avg 3)		0.13 USD / EA
Catheter, Suction, Whistle Tip, Thumb Control Port, 18Fr, Coupa 620500178 - 36096 2021 List/MSRP Price **0.39** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		0.13 USD / EA
Catheter, Suction, Whistle Tip, Thumb Control Port, 6Fr, Coupa 620500172 - 36090 2021 List/MSRP Price **0.39** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		0.13 USD / EA
Catheter, Suction, Whistle Tip, Thumb Control Port, 8Fr, Coupa 620500173 - 36091 2021 List/MSRP Price **0.39** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		0.13 USD / EA
EZ-IO 15MM Needle, 5 Count, Coupa 620500006 - 9018-VC-005 2021 List/MSRP Price **887.00** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		550.00 USD / BX

Item	Par Level	Order History	On Hand Inventory	Price
EZ-IO 25MM Needle, 5 Count, Coupa 620500005 - 9001-VC-005 2021 List/MSRP Price **887.00** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		550.00 USD / BX
EZ-IO 45MM Needle, 5 Count, Coupa 620500029 - 9079-VC-005 2021 List/MSRP Price **887.00** • Ops Requested **Coupa Set-up**	0.0	(avg 1)		550.00 USD / BX
EZ-IO Stabilizer, 5 Count, Coupa 620500558 - 9066-VC-005 2021 List/MSRP Price **125.00** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		50.00 USD / BX
IV, Administration Set, Selec-3 Yinj Ndls SPIN-LOCK Connector, Multidrop, 82 in, Coupa 620500671 - 7001937 2021 List/MSRP Price **9.20** • Ops Requested **Coupa Set-up**	0.0	(avg 47)		5.57 USD / EA
IV, Administration Set, Y-Type Blood Set with Hand Pump, Priming Vol: 57.20 mL, 94in, 170 Micron Filter, Rotating Luer, Coupa 620500622 - 1715-39102 2021 List/MSRP Price **8.39** • 2022 List/MSRP Price **12.23** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		7.20 USD / EA
Kit, ARS Needle Decompression, 14ga x 3.25in Needle/Catheter, Protective Tube, Coupa 620500623 - 4997721 2021 List/MSRP Price **21.89** • 2023 List/MSRP Price **0.01** • Ops Requested **Coupa Set-up**	0.0	(avg 3)		7.98 USD / EA
Kit, IV Start, (1) Performated Vented Bag, (1) SureSite 2.4in x 2.8in Dressing, (2) 2inx2in Gauze, (1) Alcohol Prep, (1) 8in Extension Set, (1) 10ml Sodium Chloride Syringe, Tape, Tourniquet, 100 Count, Coupa 620500924 - DYNDEMS1001 2021 List/MSRP Price **220.00** • Ops Requested **Maricopa**	0.0	(avg 1)		180.00 USD / CS
Needle, Biopsy, Jamshidi Intraosseous, 15g, Adjustable 15/16" to 1-7/8", Disposable, Coupa 620500680 - 621515 2021 List/MSRP Price **23.49** • Ops Requested **Maricopa**	0.0	(avg 0)		22.54 USD / EA
Needle, Hypodermic, Pro Edge, Safety Needle, 23G x1", Blue, 100 Count, Coupa 620500976 - 70-4290BX 2022 List/MSRP Price **31.10** • 2023 List/MSRP Price **36.10** • Ops Requested **Maricopa**	0.0	(avg 0)		19.71 USD / BX
Needle, Safety, Hypodermic, 21ga, 1in, 100 Count, Coupa 620500794, 100 Count, Coupa 620500794 - SSN100215Z 2021 List/MSRP Price **27.64** • Ops Requested **Maricopa**	0.0	(avg 0)		15.00 USD / BX
Sampling Line, O2/eTCO2, 7ft O2 Tube, 6ft ETCO2 Tube, Pediatric, 25 Count, Coupa 620500491 - 1334567 2021 List/MSRP Price **226.74** • Ops Requested **Coupa Set-up**	0.0	(avg 1)		138.57 USD / CA
Sampling Lines, Oral/Nasal, Smart CapnoLine® etCO2, FilterLine Set, 6.5ft, Female Connector, Adult/Intermediate, Coupa 620500681 - 177268 2021 List/MSRP Price **14.49** • 2022 List/MSRP Price **13.49** • Ops Requested **Coupa Set-up**	0.0	(avg 164)		9.00 USD / EA
Syringe, No Needle, 10cc, Luer Lock, 100 Count, Coupa 620500546 - SYR110010Z 2021 List/MSRP Price **17.33** • 2022 List/MSRP Price **17.99** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		8.00 USD / BX
Syringe, No Needle, 20cc, Luer Lock, 40 Count, Coupa 620500547 - SYR120010Z 2021 List/MSRP Price **11.71** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		6.00 USD / BX
Syringe, No Needle, 3cc, Luer Lock, 100 Count, Coupa 620500544 - 9004475 2021 List/MSRP Price **7.87** • 2022 List/MSRP Price **20.24** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		5.92 USD / BX
Syringe, No Needle, 50-60cc, Luer Lock, Coupa 620500549 - SYR160010H 2021 List/MSRP Price **1.49** • Ops Requested **National**	0.0	(avg 0)		0.37 USD / EA
Syringe, No Needle, 5cc, Luer Lock, 100 Count, Coupa 620500545 - 1633-05305 2021 List/MSRP Price **11.55** • 2022 List/MSRP Price **14.99** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		8.00 USD / BX
EZ-IO Power Driver Vascular Access Pack (Carrying Case), Coupa 631500116 - 9065 2021 List/MSRP Price **53.93** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		29.12 USD / EA
Infusion Bag, Pressure, 500ml, Stopcock Valve, 500mm, 12 Count, Coupa 620500348 - DYNJAAPI500S 2021 List/MSRP Price **140.47** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		74.10 USD / CS

Item	Par Level	Order History	On Hand Inventory	Price
Kit, ARS Needle Decompression, 10ga x 3.25in Needle/Catheter, Protective Tube, Coupa 620500864 - 4997722 2021 List/MSRP Price **34.99** • 2023 List/MSRP Price **22.79** • Ops Requested **Frontier**	0.0	(avg 2)		14.27 USD / EA
Kit, IV Start, IV Guard Dressing, Alcohol Prep, 2x2 Sponge, Tape, 8in Extension, 10ml Saline, Coupa 620500374 - 8600-01284 2021 List/MSRP Price **8.09** • 2023 List/MSRP Price **8.99** • Ops Requested **Coupa Set-up**	0.0	(avg 281)		1.98 USD / EA
Needle, Hypodermic, 20G x1.5in, Yellow, 100 Count, Coupa 620500647 - 1127110 2021 List/MSRP Price **1.87** • 2022 List/MSRP Price **1.99** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		1.28 USD / BX
Needle, Hypodermic, 22G x1in, Black, 100 Count, Coupa 620500651 - 620411 2021 List/MSRP Price **10.79** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		4.13 USD / BX
Syringe w/ Needle, 1ml Syringe, 25g x 5/8in Safety Needle, 200 Count, Coupa 620500735 - 1632-55825 2021 List/MSRP Price **261.99** • Ops Requested **Medshore**	0.0	(avg 0)		128.73 USD / BX
Syringe, No Needle, 1mL, Luer Lock, Coupa 620500793 - SYR101010H 2021 List/MSRP Price **0.73** • Ops Requested **Maricopa**	0.0	(avg 0)		0.35 USD / EA
LIN - Linen				
Linen, Blanket, Emergency, 50inx84in, Yellow, 20 Count, Coupa 620500473 - TYL90YEB5084 2021 List/MSRP Price **131.80** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		66.12 USD / CS
MON - Monitor				
Cuff, All Purpose, One Tube, Bayonet Connector, Adult, 5 Count, Coupa 620500226 - MDS9723HPV 2021 List/MSRP Price **24.60** • Ops Requested **Coupa Set-up**	0.0	(avg 7)		10.44 USD / BX
Cuff, BP FlexiPort Disposable, 9to13CM, Infant, Sz 7, 1-Tube, Male Bayonet, 20 Count, Coupa 620500592 - W-ASOFT071HP 2021 List/MSRP Price **139.24** • 2022 List/MSRP Price **0.01** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		68.76 USD / CS
Electrode, ECG, BlueSensor R, Snap, Pediatric/Adult, 10 Count, Coupa 620500597 - 230010 2021 List/MSRP Price **5.29** • Ops Requested **Coupa Set-up**	0.0	(avg 344)		2.81 USD / PK
Electrode, ECG, BlueSensor SP, Snap, Pediatric/Adult, 50 Count, Coupa 620500195 - 230500 2021 List/MSRP Price **17.49** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		10.35 USD / PK
Glucose, Gel, 15g/tube, Strawberry, 3 Count, Coupa 620500329 - 662248 2021 List/MSRP Price **6.29** • 2022 List/MSRP Price **13.79** • 2023 List/MSRP Price **14.23** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		3.99 USD / PK
Glucose, Test Strip, Precision Xtra, 50 Count, Coupa 620500615 - e6251 2021 List/MSRP Price **30.00** • Ops Requested **Coupa Set-up**	0.0	(avg 8)		20.99 USD / BX
Pad, Defibrillator, MultiFunction, Physio Control Equivalent, Pair, 22lbs+ Adult, 10 Count, Coupa 620500422 - MDSPHY100 2021 List/MSRP Price **248.89** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		126.00 USD / CS
Pad, Defibrillator, MultiFunction, Physio Control Equivalent, Pair, < 22lbs Pediatric, Coupa 620500421 - MDSPEDPHYH 2021 List/MSRP Price **26.36** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		18.00 USD / EA
Paper, ECG, Grid Thermal, 108mm Roll, LifePak 11-12-15, Coupa 620500439 - 2745-10108 2021 List/MSRP Price **4.73** • Ops Requested **Coupa Set-up**	0.0	(avg 33)		1.60 USD / RL
Sensor, Pulse Ox, Masimo, M- LNCS, Adhesive, Infant 3kg-20kg, Disposable, 18in, Coupa 620500634 - 2712-25120 2021 List/MSRP Price **25.79** • Ops Requested **Coupa Set-up**	0.0	(avg 9)		16.67 USD / EA
Sensor, Pulse Ox, Masimo, M-LNCS, PDTX-3, Adhesive, Pediatric 10kg-50kg, Disposable, 18in, 20 Count, Coupa 620500635 - 8000-000476 2021 List/MSRP Price **350.20** • 2023 List/MSRP Price **425.00** • Ops Requested **Coupa Set-up**	0.0	(avg 1)		258.40 USD / BX
Sensor, SpO2, Masimo, M-LNCS, Adult, Adhesive, 20 Count, Coupa 620500736 - MMO2508 2021 List/MSRP Price **546.00** • Ops Requested **Maricopa**	0.0	(avg 2)		250.62 USD / BX

Item	Par Level	Order History	On Hand Inventory	Price
Cuff, All Purpose, One Tube, Bayonet Connector, Reusable, Child, Coupa 620500232 - MDS9911HPREH 2021 List/MSRP Price **17.69** • Ops Requested **Coupa Set-up**	0.0	----- (avg 0)		5.40 USD / EA
Monitor, CapEx				
MONITOR ONLY, LifePak 15 V4 Monitor Only , 99577-001957, w/ Trending, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, Bluetooth, Coupa 187000004 - 99577-001957 (Quote 10130689) 2021 List/MSRP Price **36,730.00** • 2022 List/MSRP Price **45,166.00** • Ops Requested **Coupa Set-up**	0.0	----- (avg 0)		27,510.70 USD / EA
Other Medical Equipment, Non-CapEx				
Restraint, Backboard, Total Body, 11 Point, 4 torso/limb straps, Suspender Shoulder Strap, Coupa 631500013 - 14130 2021 List/MSRP Price **13.96** • 2022 List/MSRP Price **15.36** • Ops Requested **Maricopa**	0.0	(avg 8)		9.79 USD / EA
Container, Sharps, 8 Qt, Dome, 10in L x 7in W x 9.5in H, Coupa 620500856 - 605489 2021 List/MSRP Price **8.39** • 2023 List/MSRP Price **8.39** • Ops Requested **National**	0.0	----- (avg 0)		7.86 USD / EA
Container, Sharps, 4.7QT, 2 Handle, Locking Cap, 10.25inx6inx7.75in, Coupa 631500087 - 290184 2021 List/MSRP Price **11.69** • 2022 List/MSRP Price **24.99** • Ops Requested **Coupa Set-up**	0.0	(avg 3)		6.39 USD / EA
Glucose, Meter, Precision Xtra, MG/DL, Coupa 631500108 - 179837 2021 List/MSRP Price **41.30** • 2022 List/MSRP Price **51.99** • Ops Requested **Coupa Set-up**	0.0	----- (avg 0)		0.01 USD / EA
PPE - Personal Protective Equipment				
***CONTACT PURCHASING FOR INVENTORY* Mask, Exam, Earloop, Blue, 300 Count, Coupa 620500402** - NON27378 2021 List/MSRP Price **56.78** • 2022 List/MSRP Price **38.95** • Ops Requested **Coupa Set-up**	0.0	----- (avg 0)		19.44 USD / CS
Antiseptic, Wipe, Individual, BZK, 5inx7in, 100 Count, Coupa 620500251 - MDS094181H 2021 List/MSRP Price **4.60** • Ops Requested **Coupa Set-up**	0.0	----- (avg 0)		1.76 USD / BX
Container, Sharps, Pocket Size, 6.37inx1.22in, Coupa 620500192 - DY4630 2021 List/MSRP Price **2.36** • Ops Requested **Coupa Set-up**	0.0	(avg 183)		1.23 USD / EA
Gloves, Exam, Microflex, Lifestar EC, Latex Free, Extended Cuff, Blue, 100 Count, 2XL, Coupa 620500606 - 1015-10405 2021 List/MSRP Price **31.49** • 2022 List/MSRP Price **30.99** • Ops Requested **Coupa Set-up**	0.0	----- (avg 0)		19.98 USD / BX
Gloves, Exam, Microflex, Lifestar EC, Latex Free, Extended Cuff, Blue, 100 Count, Large, Coupa 620500602 - 1015-10403 2021 List/MSRP Price **31.49** • 2022 List/MSRP Price **30.99** • Ops Requested **Coupa Set-up**	0.0	(avg 35)		19.98 USD / BX
Gloves, Exam, Microflex, Lifestar EC, Latex Free, Extended Cuff, Blue, 100 Count, Medium, Coupa 620500603 - 1015-10402 2021 List/MSRP Price **31.49** • 2022 List/MSRP Price **30.99** • Ops Requested **Coupa Set-up**	0.0	(avg 10)		19.98 USD / BX
Gloves, Exam, Microflex, Lifestar EC, Latex Free, Extended Cuff, Blue, 100 Count, Small, Coupa 620500604 - 1015-10401 2021 List/MSRP Price **31.49** • 2022 List/MSRP Price **30.99** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		19.98 USD / BX
Gloves, Exam, Microflex, Lifestar EC, Latex Free, Extended Cuff, Blue, 100 Count, XL, Coupa 620500605 - 1015-10404 2021 List/MSRP Price **31.49** • 2022 List/MSRP Price **30.99** • Ops Requested **Coupa Set-up**	0.0	(avg 8)		19.98 USD / BX
Mask, Respirator, N95, Moldex, Large, Blue, 20 Count, Coupa 620500630 - MOM1513Z 2021 List/MSRP Price **46.73** • Ops Requested **Coupa Set-up**	0.0	(avg 2)		21.80 USD / BX
PPE, Safety Glasses, Anti-Fog, Clear Lens, Clear Lens, Coupa 620500445 - 1050073 2021 List/MSRP Price **3.57** • 2022 List/MSRP Price **5.80** • Ops Requested **Coupa Set-up**	0.0	----- (avg 0)		1.15 USD / PR

Item	Par Level	Order History	On Hand Inventory	Price
PPE, Sleeve, Elastic, 20in, White, 200 Count, Coupa 620500448 - NON18SLEEVE1 2021 List/MSRP Price **103.71** • Ops Requested **Coupa Set-up**	0.0	----- (avg 0)		64.19 USD / CS
Restraint, Limb, Single Strap, Cloth/Foam, Pair, D-Ring Closure, 55in, 1/EA, Coupa 620500325 - MDT829520 2021 List/MSRP Price **4.64** • Ops Requested **Coupa Set-up**	0.0	(avg 4)		2.07 USD / PR
Mask, Respirator, N95, Moldex, Medium, Blue, 20 Count, Coupa 620500631 - MOM1512Z 2021 List/MSRP Price **46.82** • Ops Requested **Coupa Set-up**	0.0	(avg 3)		21.80 USD / BX
Mask, Respirator, N95, Moldex, Small, Blue, 20 Count, Coupa 620500632 - MOM1511Z 2021 List/MSRP Price **46.44** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		21.80 USD / BX
PPE, Shield, Face, Splash Shield, 7.5IN Long, 11.875" Barrier, Coupa 620500447 - 294505 2021 List/MSRP Price **3.63** • 2022 List/MSRP Price **5.39** • Ops Requested **Coupa Set-up**	0.0	----- (avg 0)		1,267.30 USD / EA
RXX - Prescription				
Pharma - Lactated Ringers, Intravenous, 1000ml/Bag, Coupa 620000075 - 357500 2021 List/MSRP Price **14.29** • 2022 List/MSRP Price **14.89** • 2023 List/MSRP Price **14.89** • Ops Requested **Coupa Set-up**	0.0	(avg 15)		2.98 USD / EA
Pharma - Sodium Chloride, Intravenous, .9mg/100ml (0.9%), 1000ml IV Bag, Coupa 620000129 - 7800-09 2021 List/MSRP Price **11.59** • 2022 List/MSRP Price **13.69** • 2023 List/MSRP Price **11.99** • Ops Requested **Coupa Set-up**	0.0	(avg 62)		2.96 USD / EA
Pharma - Sodium Chloride, Intravenous, .9mg/100ml, 50ml/bag, Coupa 620000140 - 601306 2021 List/MSRP Price **5.69** • 2023 List/MSRP Price **6.19** • Ops Requested **Maricopa**	0.0	----- (avg 0)		2.19 USD / EA
Pharma - Sodium Chloride, Intravenous, 0.9mg/100ml, 100ml/bag, Coupa 620000139 - 358437 2021 List/MSRP Price **5.09** • 2023 List/MSRP Price **5.59** • Ops Requested **Puckett GA**	0.0	----- (avg 0)		1.97 USD / EA
Pharma - Sodium Chloride, Intravenous, 0.9mg/100ml, 250ml/bag, Coupa 620000127 - 358002 2021 List/MSRP Price **10.99** • 2022 List/MSRP Price **7.39** • 2023 List/MSRP Price **12.49** • Ops Requested **Coupa Set-up**	0.0	----- (avg 0)		2.99 USD / EA
Pharma - Sodium Chloride, Irrigation, 0.9mg/100ml, 250ml/Bottle, Coupa 620000132 - 607122 2021 List/MSRP Price **13.93** • 2023 List/MSRP Price **15.90** • Ops Requested **Coupa Set-up**	0.0	(avg 7)		2.66 USD / EA
Pharma - Sodium Chloride,0.9%, Pre-Filled IV Flush, 10ml/ Syringe, Coupa 620000125 - EMZE010001H 2021 List/MSRP Price **2.42** • 2022 List/MSRP Price **2.42** • 2023 List/MSRP Price **2.49** • Ops Requested **Coupa Set-up**	0.0	(avg 130)		0.33 USD / EA
Pharma - Modudose, Sodium Chloride, 0.9%, 3ml Vial, Inhalation, Coupa 620000095 - NS5251 2021 List/MSRP Price **0.60** • 2022 List/MSRP Price **0.60** • 2023 List/MSRP Price **0.59** • Ops Requested **Coupa Set-up**	0.0	----- (avg 0)		0.12 USD / EA
Pharma - Sodium Chloride, 0.9%, Pre-Filled Flush, 5ml/ Syringe, 100 Count, Coupa 620000124 - EMZE010055Z 2021 List/MSRP Price **62.69** • 2022 List/MSRP Price **249.00** • 2023 List/MSRP Price **255.00** • Ops Requested **Coupa Set-up**	0.0	----- (avg 0)		26.80 USD / BX
Stretcher, Stair Chair, CapEx				
Cot, Power Load ProXT, Cot Only,*FOR BUDGET PRICE AND TO ORDER - USE ORDER LIST *COT–POWER PROXT, Coupa 185500002** - 6506000000. 2021 List/MSRP Price **17,250.00** • 2022 List/MSRP Price **18,682.00** • Ops Requested **Coupa Set-up**	0.0	----- (avg 0)		14,291.73 USD / EA
SUC - Suction				
Suction, Canister, Kit, SSCOR, (1) SSCOR Quickdraw Barbed Canister, (1) Suction tubing 6ft, (1) HI-D Big Stick Suction Tip,Coupa 620500928 - 2212-31517 2021 List/MSRP Price **21.49** • Ops Requested **Maricopa**	0.0	----- (avg 0)		17.76 USD / EA
TRA - Trauma				

Item	Par Level	Order History	On Hand Inventory	Price
Bandage, Cohesive Wrap, 2inx5yd, Assorted Colors, BX of 36, Coupa 620500101 - 1099328 2021 List/MSRP Price **1.38** • 2023 List/MSRP Price **1.42** • Ops Requested **Coupa Set-up**	0.0	(avg 56)		17.15 USD / BX
Bandage, Fabric, Adhesive Strip, 100 Count, 1inx3in, Coupa 620500111 - NON25660Z 2021 List/MSRP Price **6.40** • Ops Requested **Coupa Set-up**	0.0	(avg 8)		1.21 USD / BX
Bandage, Triangular, Nonwoven, (2)Safety Pins 39inx39inx55in, 12 Count, Coupa 620500112 - PRMTRI200H 2021 List/MSRP Price **119.91** • 2022 List/MSRP Price **0.01** • Ops Requested **Coupa Set-up**	0.0	(avg 3)		2.45 USD / BG
Cold Pack, Disposable, 7inx7.5in, Coupa 620500185 - 1431-77000 2021 List/MSRP Price **2.04** • Ops Requested **Coupa Set-up**	0.0	(avg 10)		0.30 USD / EA
Collar, Cervical, Stiff Neck, Adjustable, Adult, Coupa 620500187 - L980010 2021 List/MSRP Price **15.00** • 2022 List/MSRP Price **15.49** • Ops Requested **Coupa Set-up**	0.0	(avg 26)		3.75 USD / EA
Collar, Cervical, Stiff Neck, Adjustable, Pediatric, Coupa 620500188 - L980021 2021 List/MSRP Price **15.00** • 2022 List/MSRP Price **15.49** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		3.75 USD / EA
Dressing, ABD Pad, 5inx9in, Sterile, 25 Count, Coupa 620500254 - PRM21450Z 2021 List/MSRP Price **4.02** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		2.04 USD / BX
Dressing, Burn, Gel Soaked, 4inx16in, Coupa 620500255 - 710416 2021 List/MSRP Price **10.43** • 2022 List/MSRP Price **14.89** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		8.27 USD / EA
Dressing, Burn, Gel Soaked, 4inx4in, Coupa 620500256 - 3262802 2021 List/MSRP Price **5.23** • 2022 List/MSRP Price **13.49** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		4.65 USD / EA
Dressing, Chest Seal, HyFin, Secure-Pull Red, Coupa 620500258 - 4997719 2021 List/MSRP Price **13.22** • 2022 List/MSRP Price **23.49** • Ops Requested **Coupa Set-up**	0.0	(avg 4)		9.10 USD / EA
Dressing, Compression, Trauma, H-Bandage, Std fold 3.5inx8.75inx2in, Coupa 620500595 - 1121-484 2021 List/MSRP Price **12.69** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		6.94 USD / EA
Dressing, Gauze Sponge, 4-Ply, 4inx4in, 2 pack, Sterile, 50 Count, Coupa 620500261 - PRM21444H 2021 List/MSRP Price **4.49** • 2023 List/MSRP Price **4.89** • Ops Requested **Coupa Set-up**	0.0	(avg 1)		1.90 USD / BX
Dressing, Gauze Sponge, 8-Ply, 4inx4in, 200 Count, Coupa 620500262 - PRM21408CZ 2021 List/MSRP Price **5.20** • Ops Requested **Coupa Set-up**	0.0	(avg 5)		2.80 USD / BG
Dressing, Hemostatic, QuikClot Combat LE, w/ Kaolin, 3INx4YD Z-Fold, Coupa 620500600 - 7000709 2021 List/MSRP Price **55.24** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		33.42 USD / EA
Dressing, Hemostatic, QuikClot Combat TraumaPad , w/Kaolin, 12INx12IN, Coupa 620500599 **Shelf Life** - 1214-21012 2021 List/MSRP Price **62.99** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		44.04 USD / EA
Dressing, Hemostatic, QuikClot EMS 4x4, 4Ply, Sterile, 10 Count, Coupa 620500596 **Shelf Life** - 1214-63601 2021 List/MSRP Price **134.90** • 2023 List/MSRP Price **207.90** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		93.20 USD / BX
Dressing, Hemostatic,, QuikClot EMS Rolled 3IN x 4FT w/ Kaolin, Coupa 620500601 - 1214-47548 2021 List/MSRP Price **26.29** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		14.53 USD / EA
Dressing, Trauma, 10in x30in, Sterile, 50 Count, Coupa 620500276 - NON21459 2021 List/MSRP Price **57.82** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		28.53 USD / CS
Immobilizer, Head, Sta-Block, Triangular Foam, Head Straps, Adult, Coupa 620500617 - 2037034 2021 List/MSRP Price **5.93** • 2022 List/MSRP Price **6.10** • Ops Requested **Coupa Set-up**	0.0	(avg 15)		3.95 USD / EA

Item	Par Level	Order History	On Hand Inventory	Price
Sheet, Burn, Non-woven, 60inx90in, Sterile, Coupa 620500506 - 30061MS 2021 List/MSRP Price **3.57** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		1.65 USD / EA
Splint, Folding, Cardboard, Full Foam, 12inx9in, Coupa 620500514 - 660001 2021 List/MSRP Price **2.71** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		1.03 USD / EA
Splint, Folding, Cardboard, Full Foam, 18in, Coupa 620500515 - 660002 2021 List/MSRP Price **3.58** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		1.31 USD / EA
Splint, Folding, Cardboard, Full Foam, 24in, Coupa 620500516 - 660003 2021 List/MSRP Price **4.60** • Ops Requested **Coupa Set-up**	0.0	(avg 1)		1.60 USD / EA
Splint, Limb, Roll, Foam Padded, w/ Cohesive Wrap, 4.25inx36in, Red/Gray, Coupa 620500518 - 7001152 2021 List/MSRP Price **6.55** • Ops Requested **Coupa Set-up**	0.0	(avg 9)		4.13 USD / EA
Tape, Cloth, 3inx10yds, White, Coupa 620500502 - NON270103H 2021 List/MSRP Price **4.89** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		2.24 USD / EA
Tape, Cloth-Like, 1inx10yds, White, 12 Count, Coupa 620500042 - PRM260101H 2021 List/MSRP Price **17.13** • Ops Requested **Frontier**	0.0	(avg 0)		5.64 USD / BX
Tape, Plastic Surgical, 1in, 12 Count, Coupa 620500728 - 151527 2021 List/MSRP Price **21.99** • Ops Requested **National**	0.0	(avg 0)		7.59 USD / BX
Tourniquet, Combat, Single Buckle, Red Tip, 2.4inx37.5in, Black, Coupa 620500521 - 4997818 2021 List/MSRP Price **34.07** • Ops Requested **Coupa Set-up**	0.0	(avg 2)		20.61 USD / EA
Dressing, Burn, Gel Soaked, 8inx18in, 20 Count, Coupa 620500257 - 1521-81820 2021 List/MSRP Price **305.49** • 2022 List/MSRP Price **675.80** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		205.00 USD / CA
Bandage, Elastic, 2-Clip Closure, 3inx5yd, Tan, Coupa 620500105 - MDS046003H 2021 List/MSRP Price **1.84** • Ops Requested **Coupa Set-up**	0.0	(avg 0)		0.39 USD / EA
Dressing, Gauze Bandage, Roll, 3-Ply, Sterile, 3inx4.1, Coupa 620500876 - NON27497HH 2021 List/MSRP Price **1.79** • 2023 List/MSRP Price **1.70** • Ops Requested **Priority E TN**	0.0	(avg 0)		0.54 USD / EA
Tape, Cloth-like, Durapore, 2inx10yds, White, 6 Count, Coupa 620500785 - J2622 2021 List/MSRP Price **17.79** • Ops Requested **National**	0.0	(avg 0)		12.23 USD / BX

EXHIBIT 6 – Certificate of Insurance

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 04/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Aon Risk Insurance Services West, Inc. Denver CO Office 1900 16th Street, Suite 1000 Denver CO 80202 USA	PHONE (A/C, No, Ext): (303) 758-7688	FAX (A/C, No.): (303) 758-9458
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Old Republic Insurance Company	24147
INSURER B:	Vantage Risk Specialty Insurance Company	16275
INSURER C:	Bridgeway Insurance Company	12489
INSURER D:	Lloyd's Syndicate No. 2623	AA1128623
INSURER E:		
INSURER F:		

INSURED
Maricopa Ambulance, LLC
8501 E. Princess Drive
Suite 195
Scottsdale AZ 85255 USA

COVERAGES CERTIFICATE NUMBER: 570099031172 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	W2F030220201	06/01/2022	06/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $500,000 $5,000 $1,000,000 $3,000,000 $1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	MWTB 315656-22 SIR applies per policy terms & conditions	06/01/2022	06/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION	Y		P03HC0000019110	06/01/2022	06/01/2023	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) Y/N N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	MWC31359522 SIR applies per policy terms & conditions	06/01/2022	06/01/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	Hospital Professional/Genera Liability			W2F030220201 Claims Made	06/01/2022	06/01/2023	Each Claim Aggregate	$1,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Glendale, and its departments, officers, officials, agents, employees and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Umbrella Liability policies. A Waiver of Subrogation is granted in favor of The City of Glendale, and its departments, officers, officials, agents, employees and volunteers in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies.

Holder Identifier : Maricopa Ambula

Certificate No : 570099031172

CERTIFICATE HOLDER

City of Glendale
6829 N. 58th Drive
Glendale AZ 85301 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: 570000065655
LOC #:

ACORD

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY	NAMED INSURED
Aon Risk Insurance Services West, Inc.	Maricopa Ambulance, LLC
POLICY NUMBER: See Certificate Number: 570099031172	
CARRIER: See Certificate Number: 570099031172 / NAIC CODE:	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	EXCESS LIABILITY							
C		Y		9HA7PX000200400	06/01/2022	06/01/2023	Aggregate	$5,000,000
							Each Occurrence	$5,000,000

ACORD 101 (2008/01)

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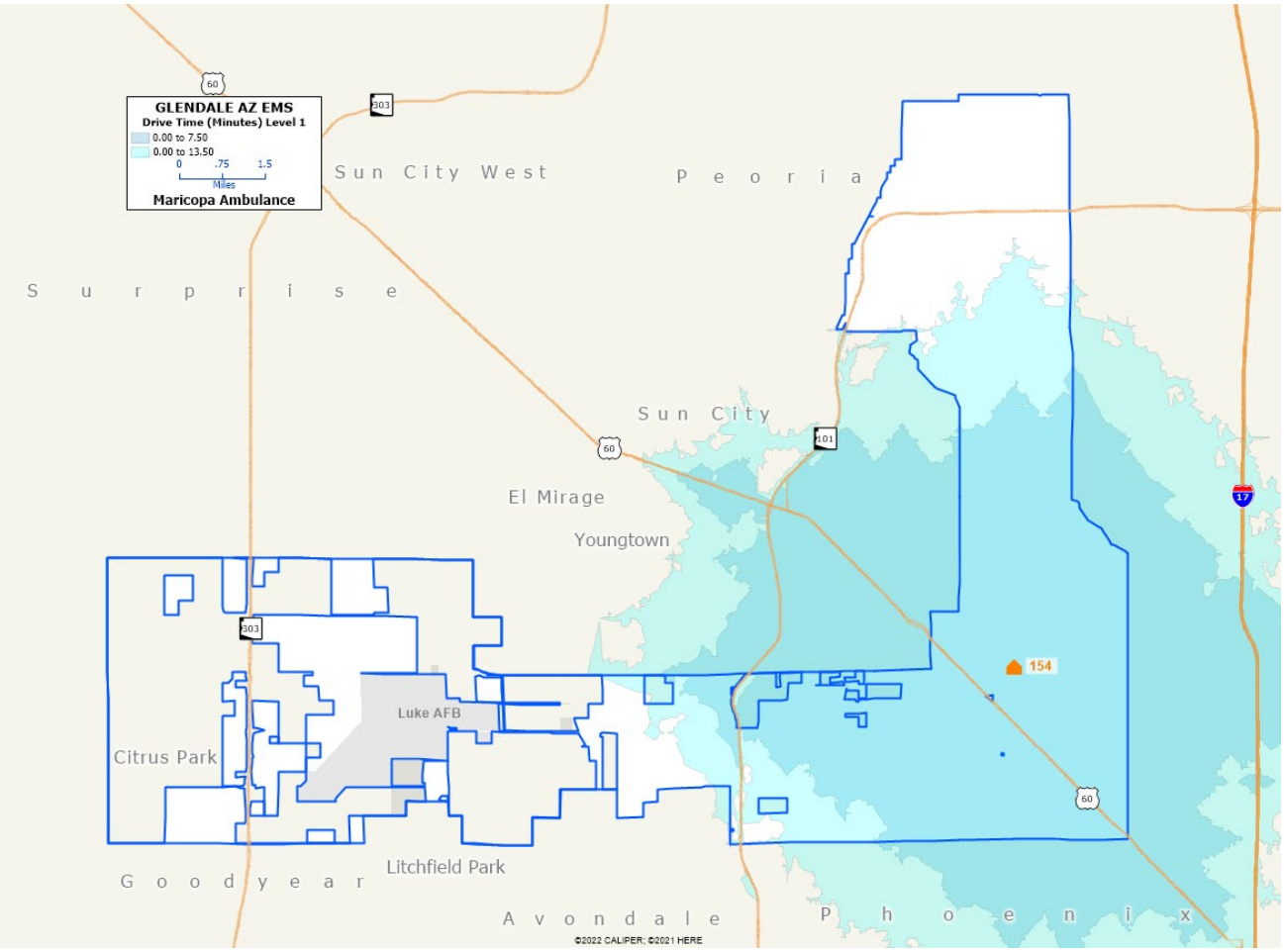
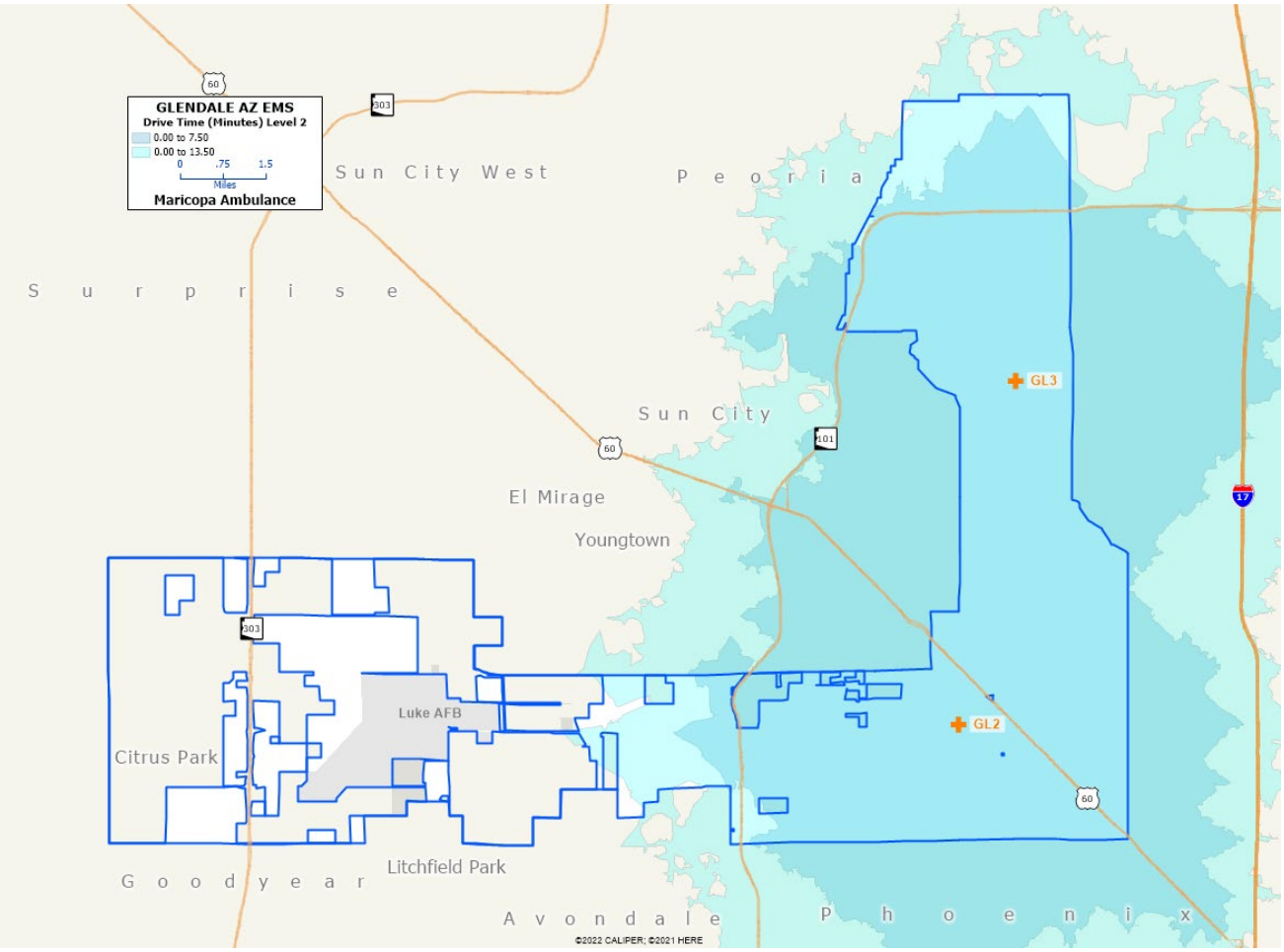
EXHIBIT 7 – Drive-Time Maps

Level 1



Level 2


GLENDALE AZ EMS
Drive Time (Minutes) Level 2
0.00 to 7.50
0.00 to 13.50
0 .75 1.5
Miles
Maricopa Ambulance
Sun City West
Peoria
Surprise
Sun City
El Mirage
Youngtown
Luke AFB
Citrus Park
Litchfield Park
Goodyear
Avondale
Phoenix
GL3
GL2
60
303
101
17
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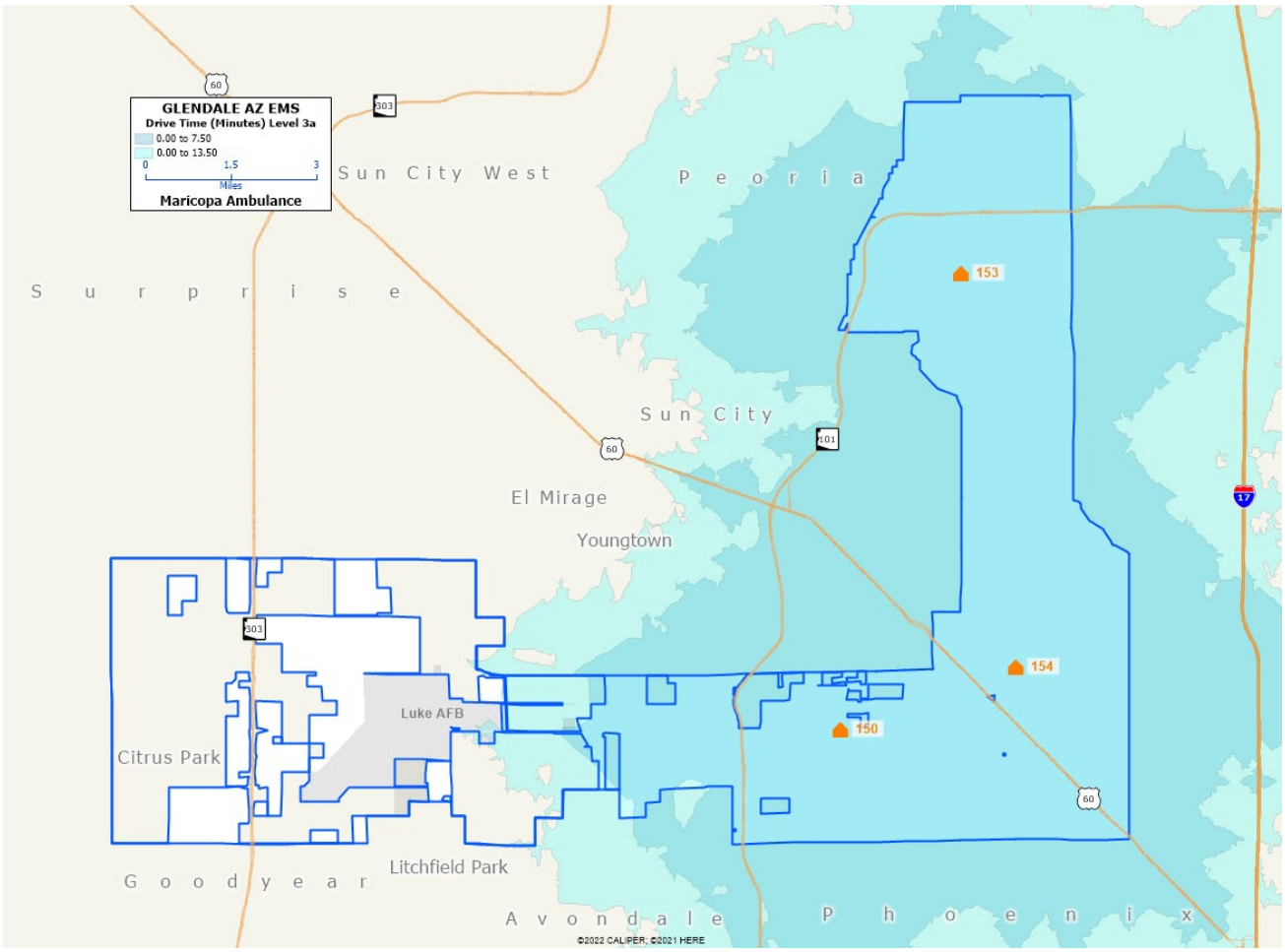
Level 3a


GLENDALE AZ EMS
Drive Time (Minutes) Level 3a
0.00 to 7.50
0.00 to 13.50
0
1.5
3
Miles
Maricopa Ambulance
Sun City West
Peoria
Surprise
Sun City
El Mirage
Youngtown
Luke AFB
Citrus Park
Litchfield Park
Goodyear
Avondale
Phoenix
153
154
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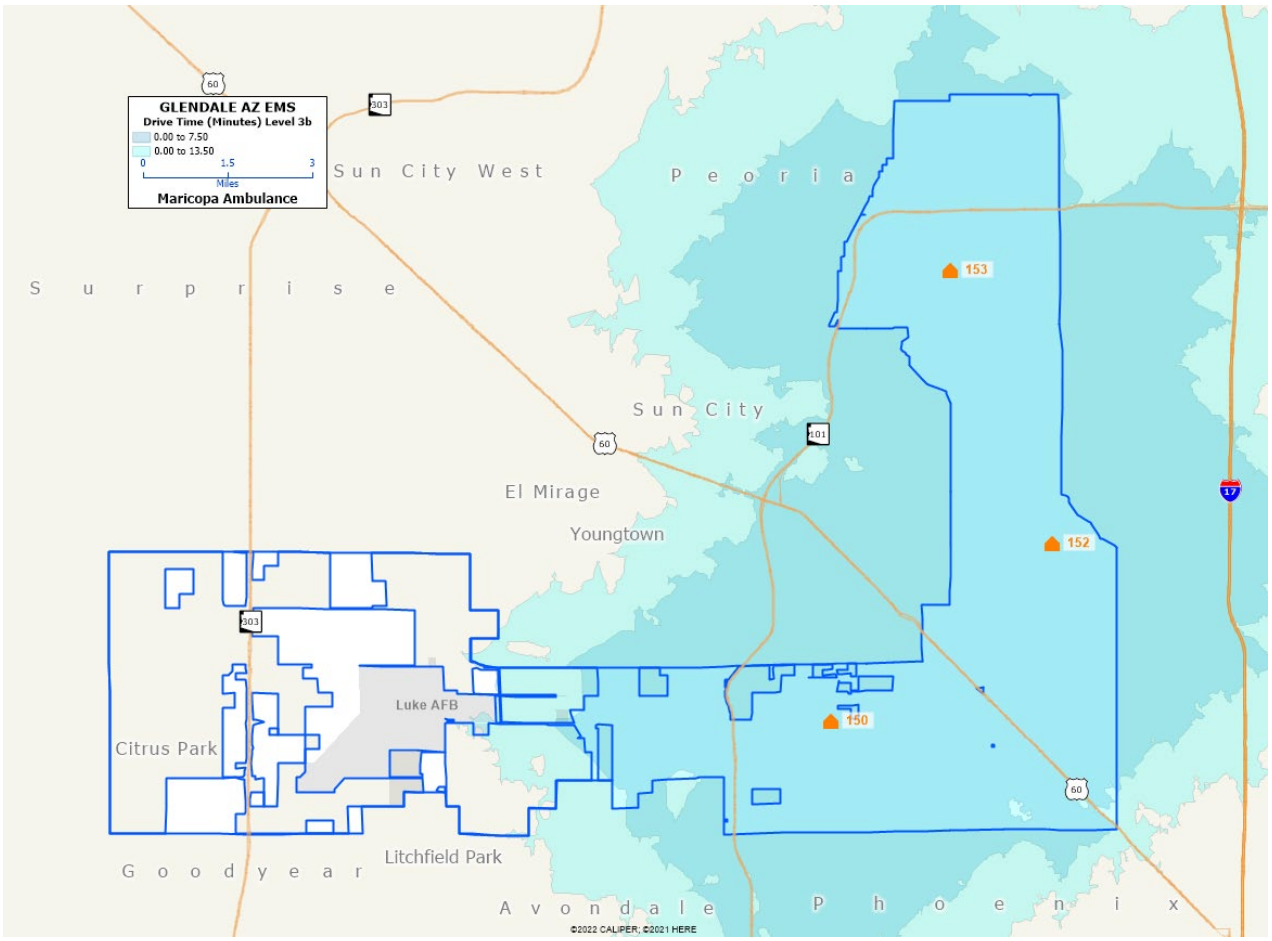
Level 3b


GLENDALE AZ EMS
Drive Time (Minutes) Level 3b
0.00 to 7.50
0.00 to 13.50
0
1.5
3
Miles
Maricopa Ambulance
Sun City West
Peoria
Surprise
Sun City
El Mirage
Youngtown
Luke AFB
Citrus Park
Litchfield Park
Goodyear
Avondale
Phoenix
153
152
150
60
303
101
17
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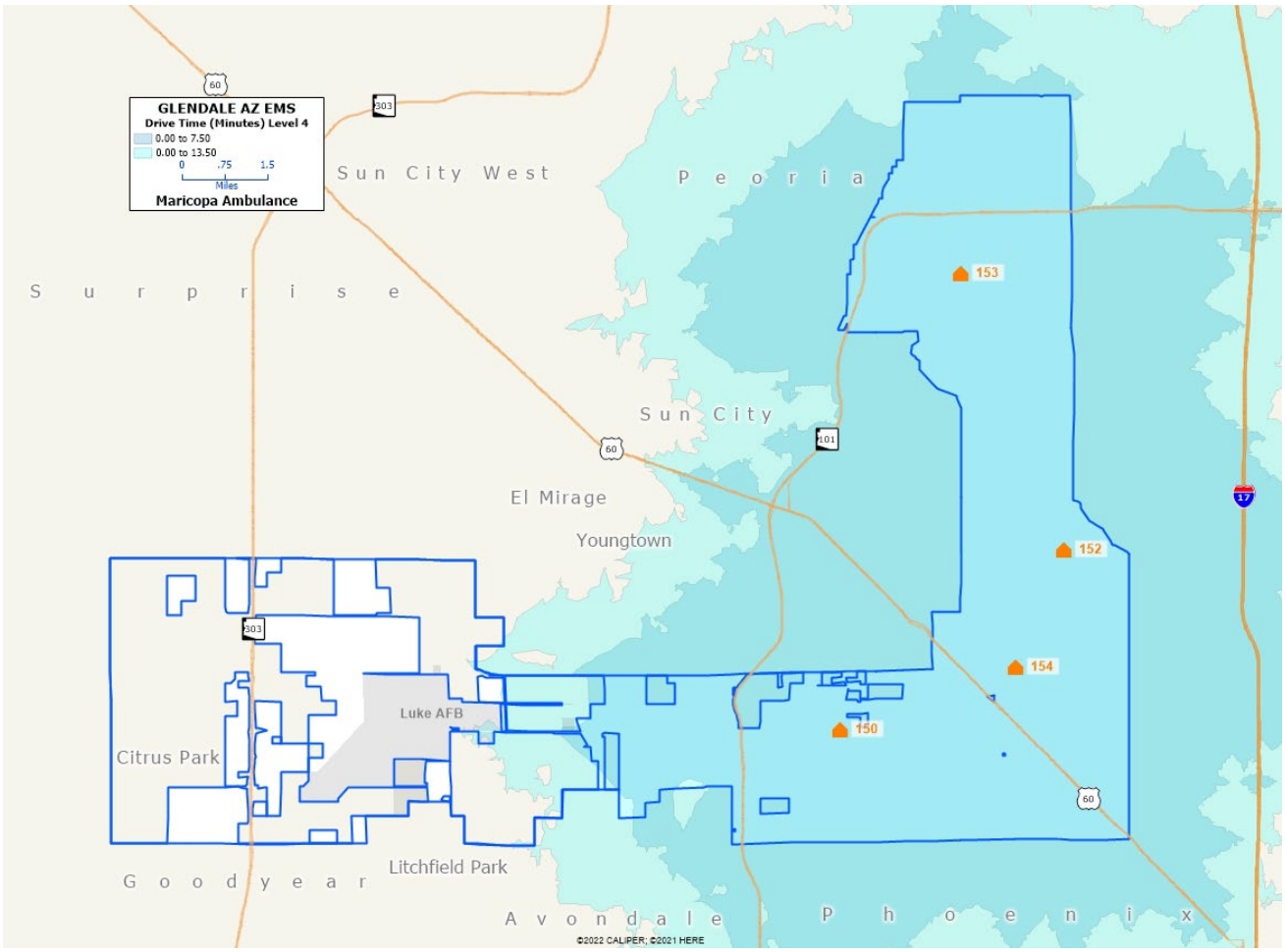
Level 4


GLENDALE AZ EMS
Drive Time (Minutes) Level 4
0.00 to 7.50
0.00 to 13.50
0 .75 1.5
Miles
Maricopa Ambulance
Sun City West
Peoria
Surprise
Sun City
El Mirage
Youngtown
Luke AFB
Citrus Park
Litchfield Park
Goodyear
Avondale
Phoenix
153
152
154
150
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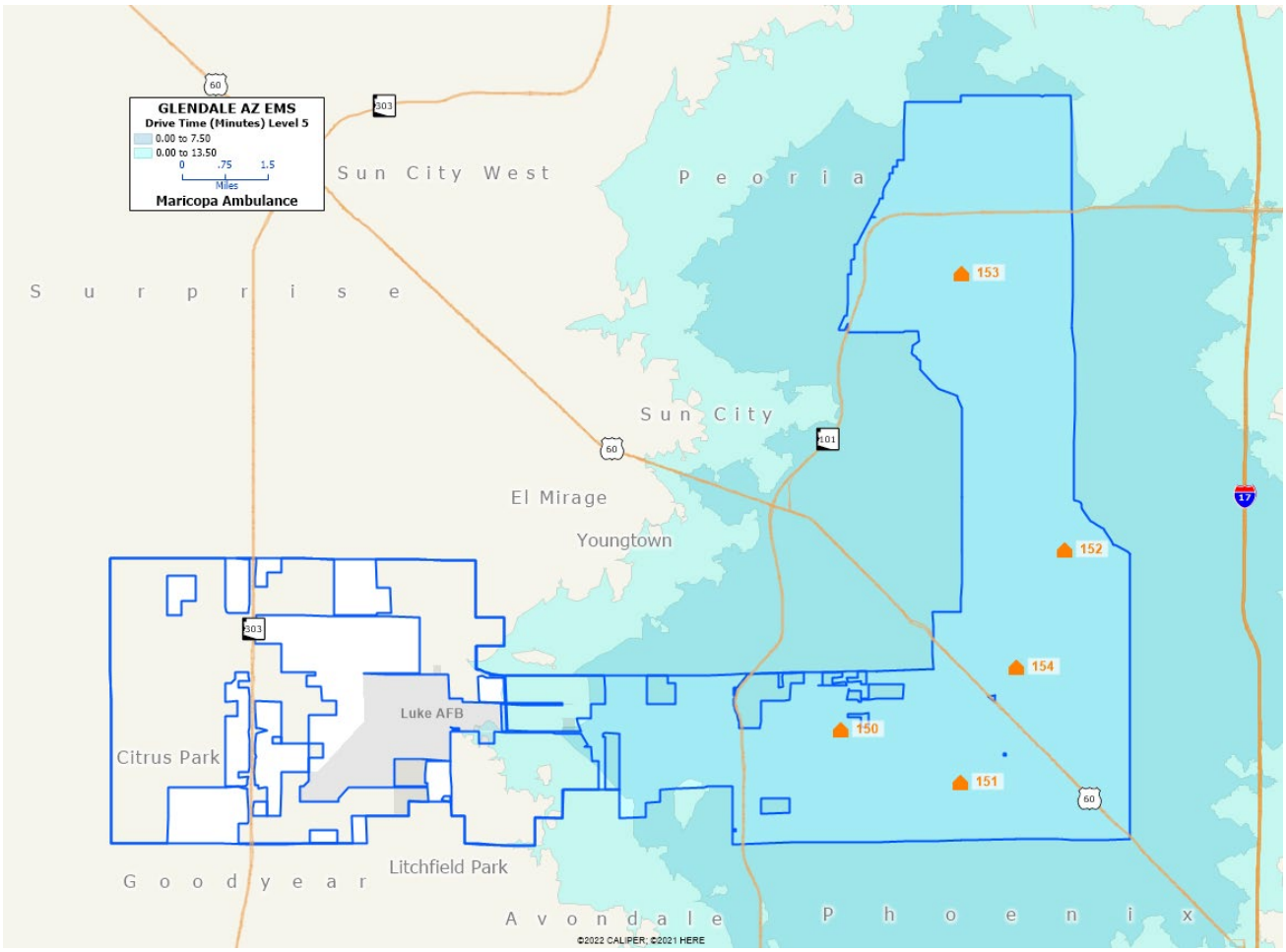
Level 5-9


GLENDALE AZ EMS
Drive Time (Minutes) Level 5
0.00 to 7.50
0.00 to 13.50
0 .75 1.5
Miles
Maricopa Ambulance
Sun City West
Peoria
Surprise
Sun City
El Mirage
Youngtown
Luke AFB
Citrus Park
Litchfield Park
Goodyear
Avondale
Phoenix
153
152
154
150
151
60
303
101
17
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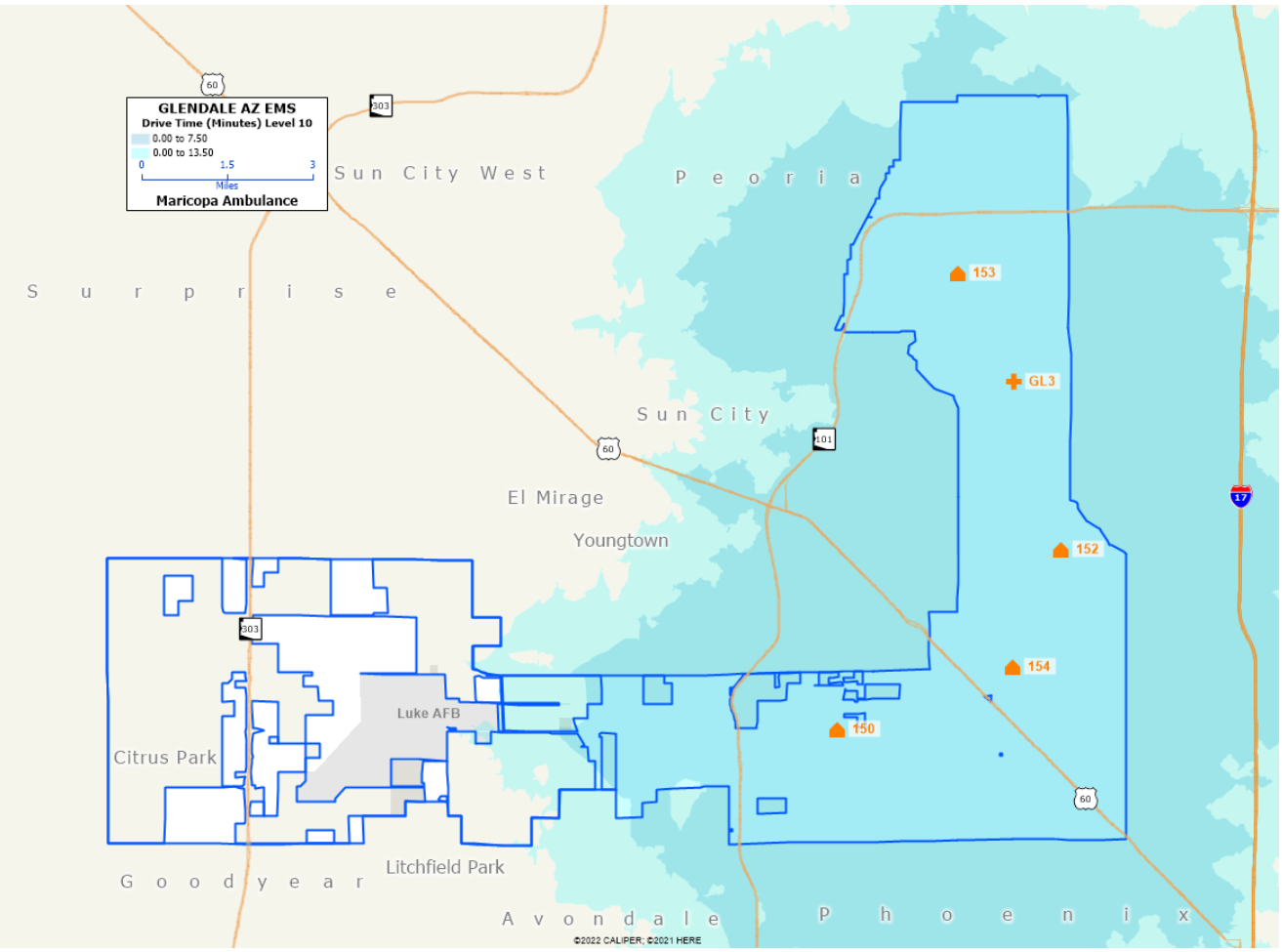
Level 10


GLENDALE AZ EMS
Drive Time (Minutes) Level 10
0.00 to 7.50
0.00 to 13.50
0
1.5
3
Miles
Maricopa Ambulance
Sun City West
Peoria
Surprise
Sun City
El Mirage
Youngtown
Luke AFB
Citrus Park
Litchfield Park
Goodyear
Avondale
Phoenix
153
GL3
152
154
150
60
303
101
17
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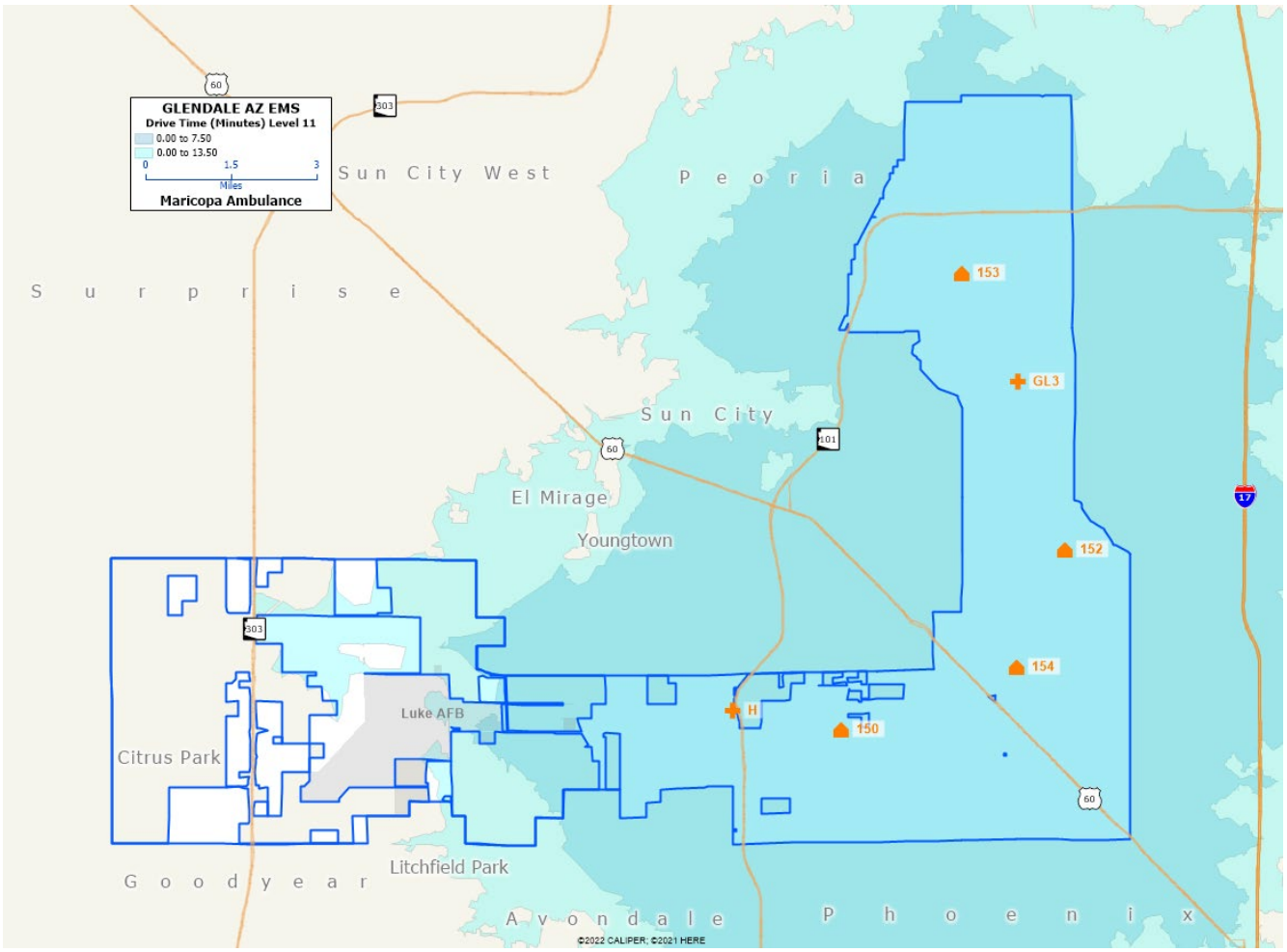
Level 11


GLENDALE AZ EMS
Drive Time (Minutes) Level 11
0.00 to 7.50
0.00 to 13.50
0
1.5
3
Miles
Maricopa Ambulance
Sun City West
Peoria
Surprise
Sun City
El Mirage
Youngtown
Luke AFB
Citrus Park
Litchfield Park
Goodyear
Avondale
Phoenix
153
GL3
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150
303
60
101
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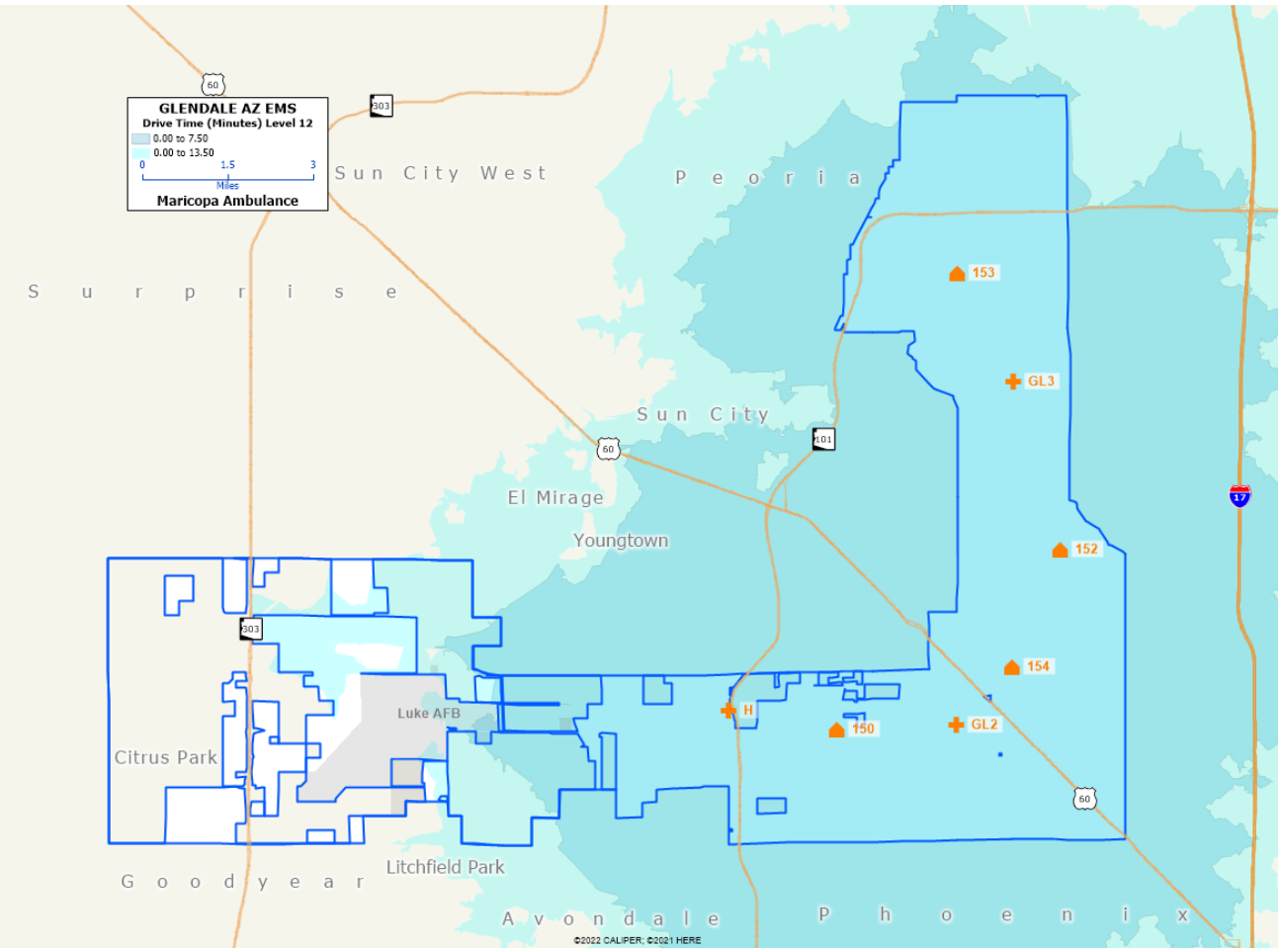
Level 12


GLENDALE AZ EMS
Drive Time (Minutes) Level 12
0.00 to 7.50
0.00 to 13.50
0
1.5
3
Miles
Maricopa Ambulance
Sun City West
Peoria
Surprise
Sun City
El Mirage
Youngtown
Luke AFB
Citrus Park
Litchfield Park
Goodyear
Avondale
Phoenix
153
GL3
152
154
H
150
GL2
60
303
101
17
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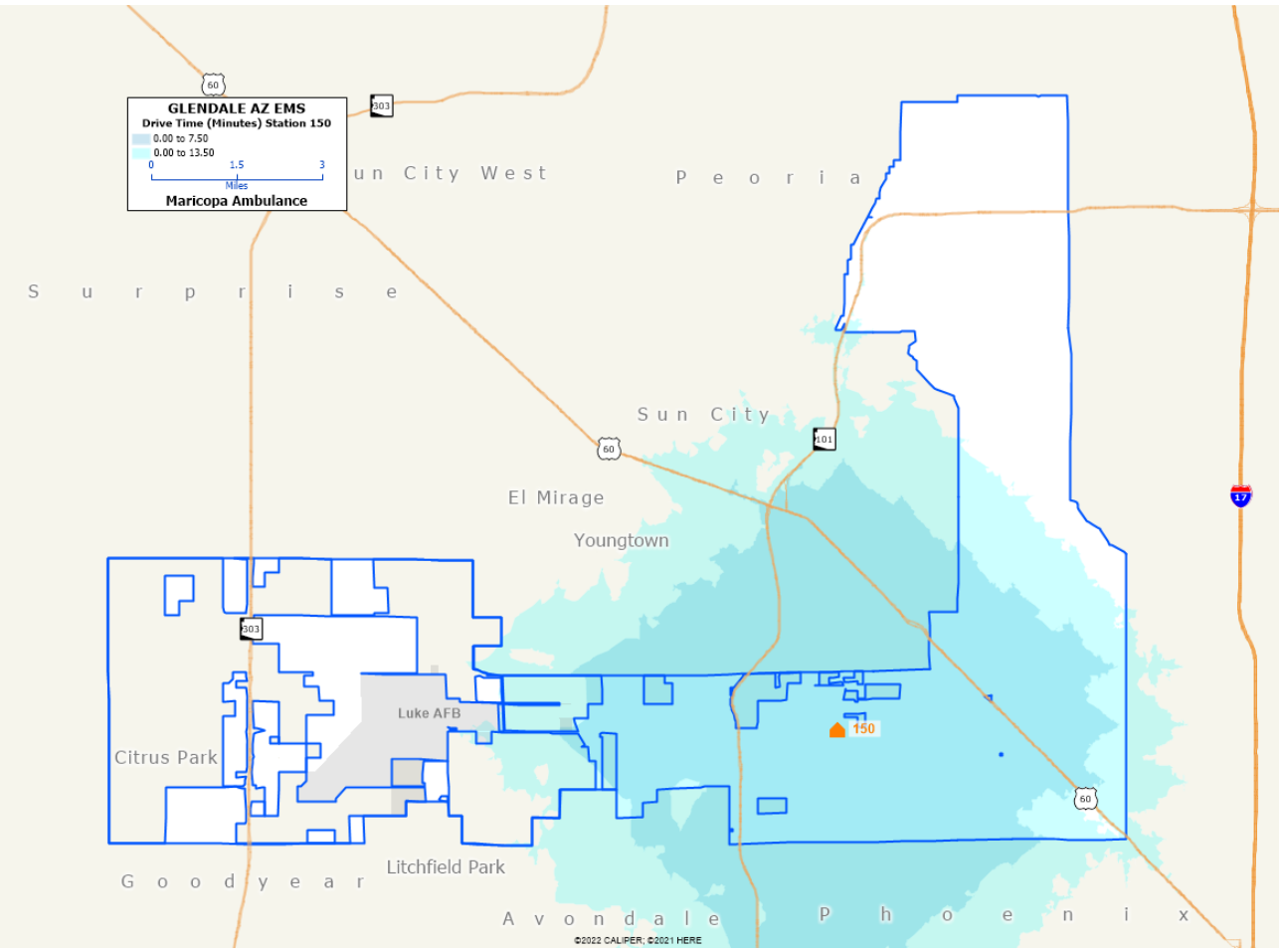
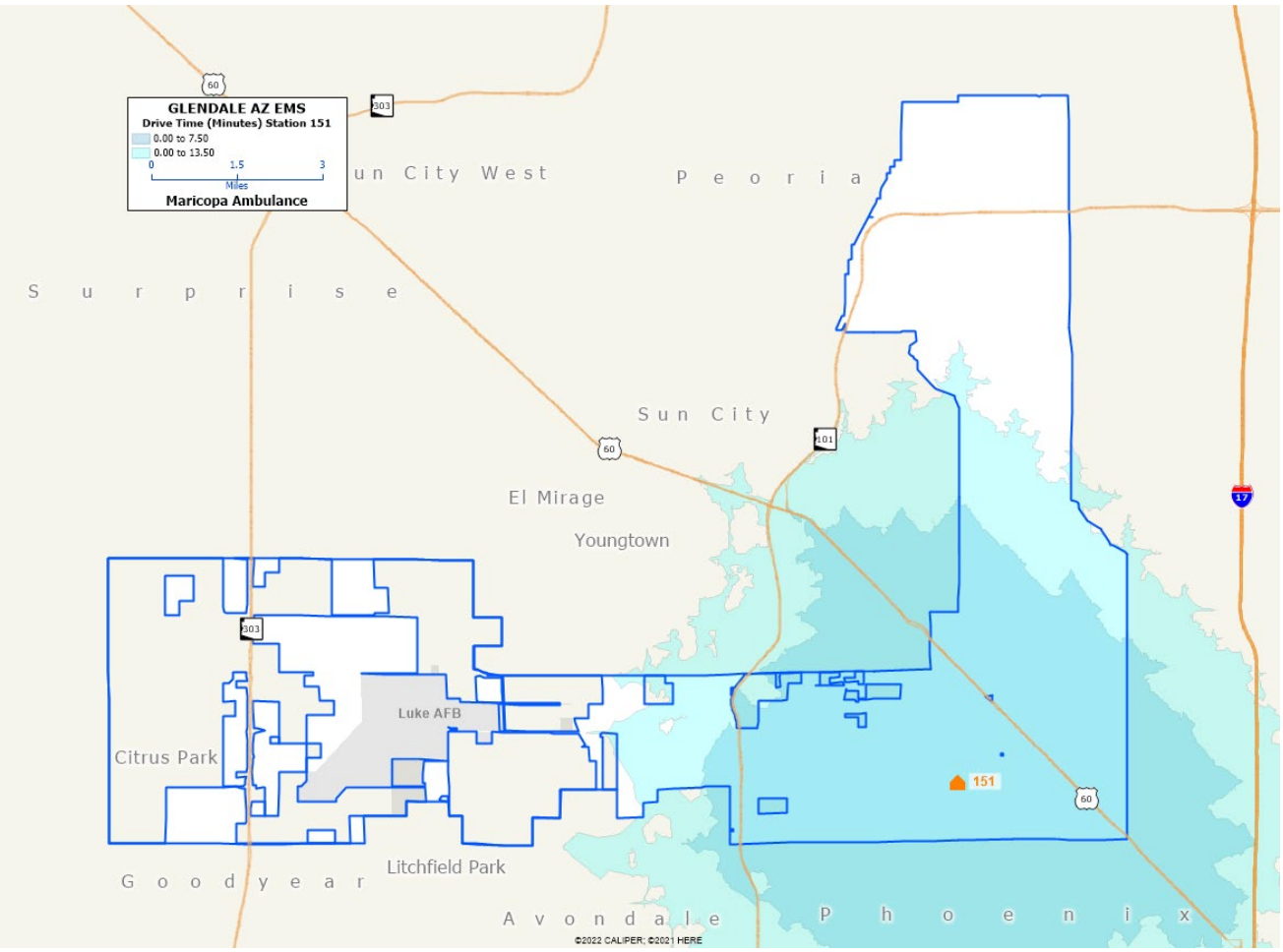
Station 150


GLENDALE AZ EMS
Drive Time (Minutes) Station 150
0.00 to 7.50
0.00 to 13.50
0
1.5
3
Miles
Maricopa Ambulance
Sun City West
Peoria
Surprise
Sun City
El Mirage
Youngtown
Luke AFB
Citrus Park
Litchfield Park
Goodyear
Avondale
Phoenix
150
60
303
101
17
©2022 CALIPER; ©2021 HERE

Station 151


GLENDALE AZ EMS
Drive Time (Minutes) Station 151
0.00 to 7.50
0.00 to 13.50
0
1.5
3
Miles
Maricopa Ambulance
Sun City West
Peoria
Surprise
Sun City
El Mirage
Youngtown
Luke AFB
Citrus Park
Litchfield Park
Goodyear
Avondale
Phoenix
151
60
303
101
17
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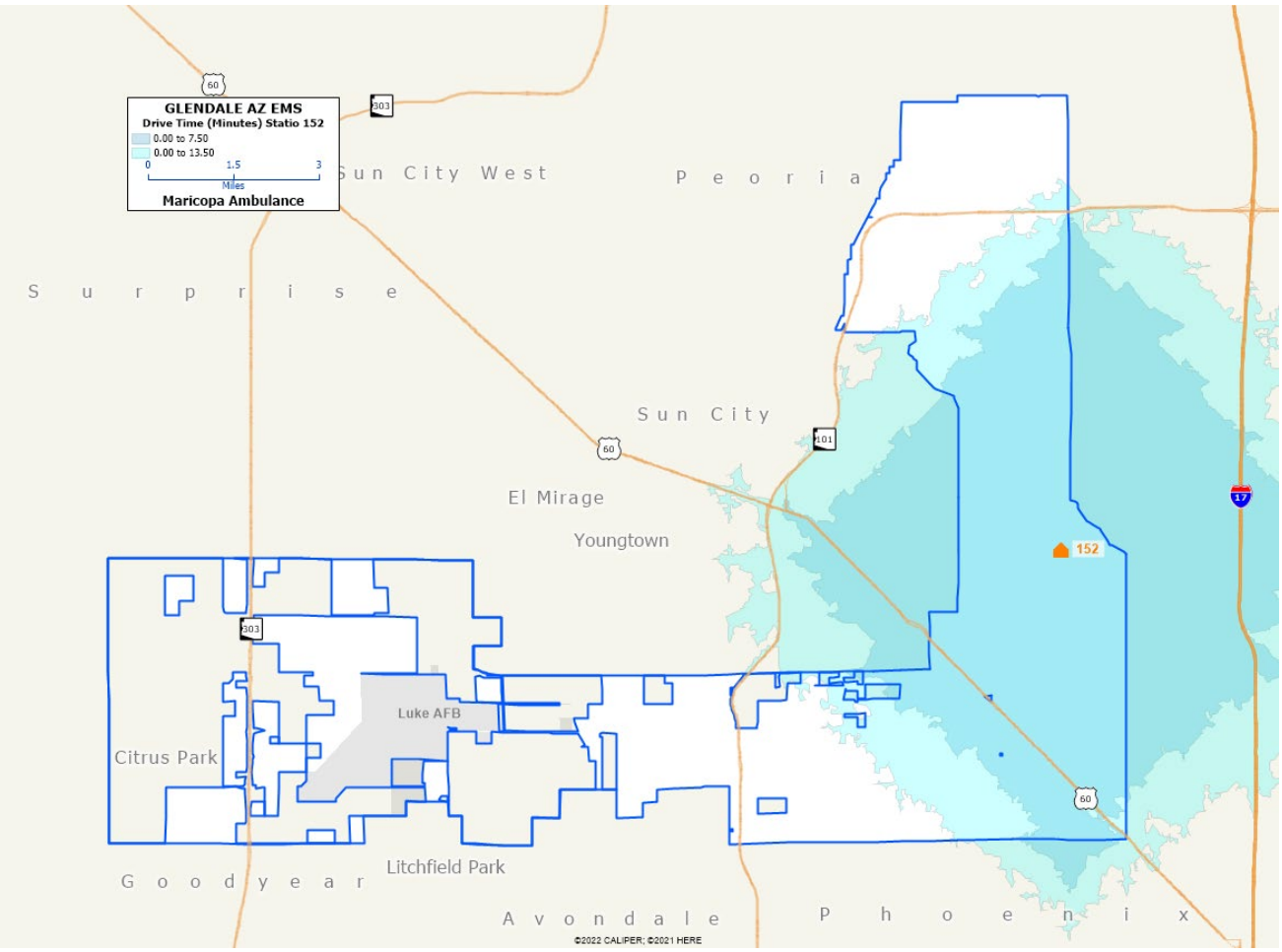
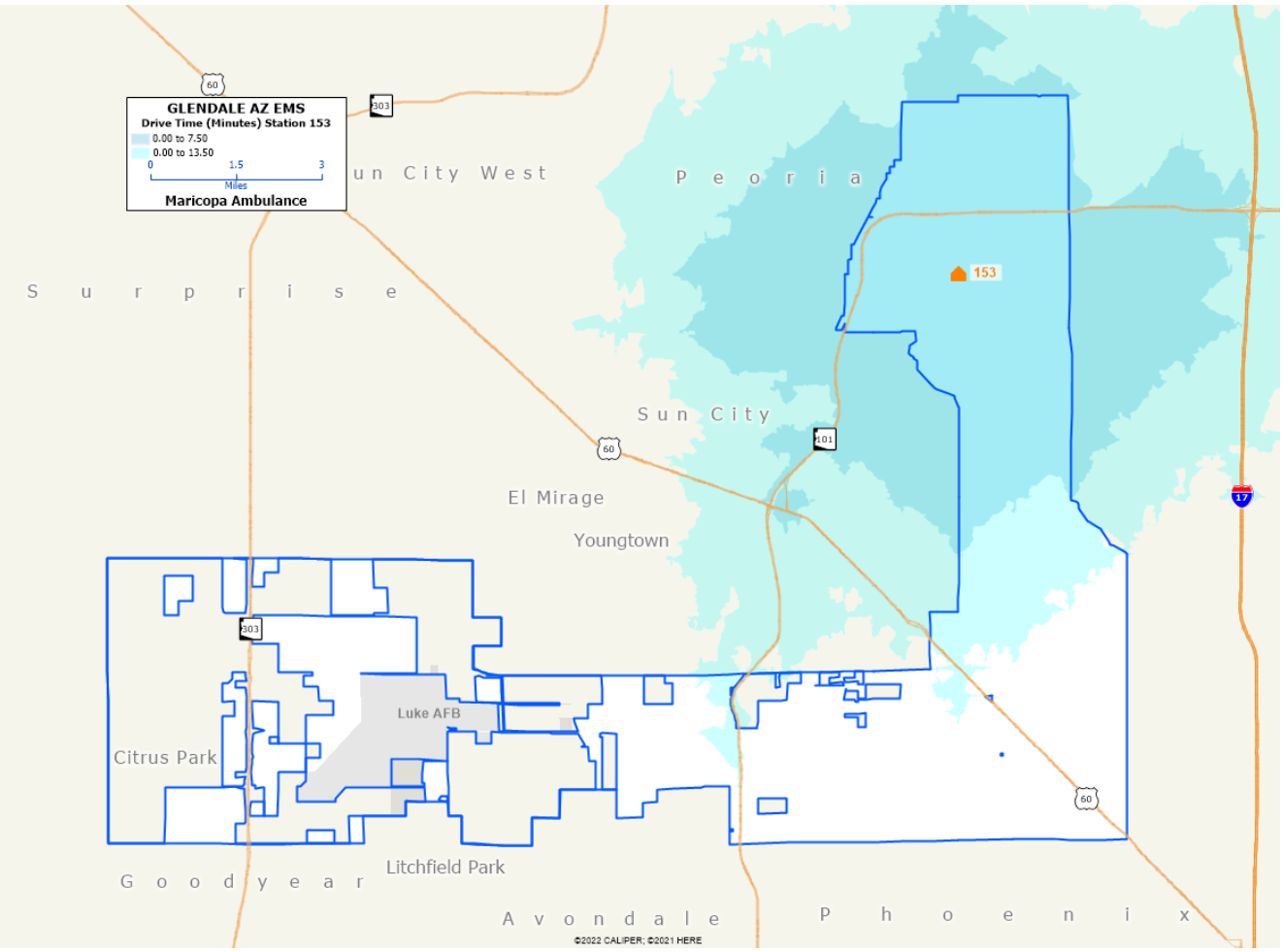
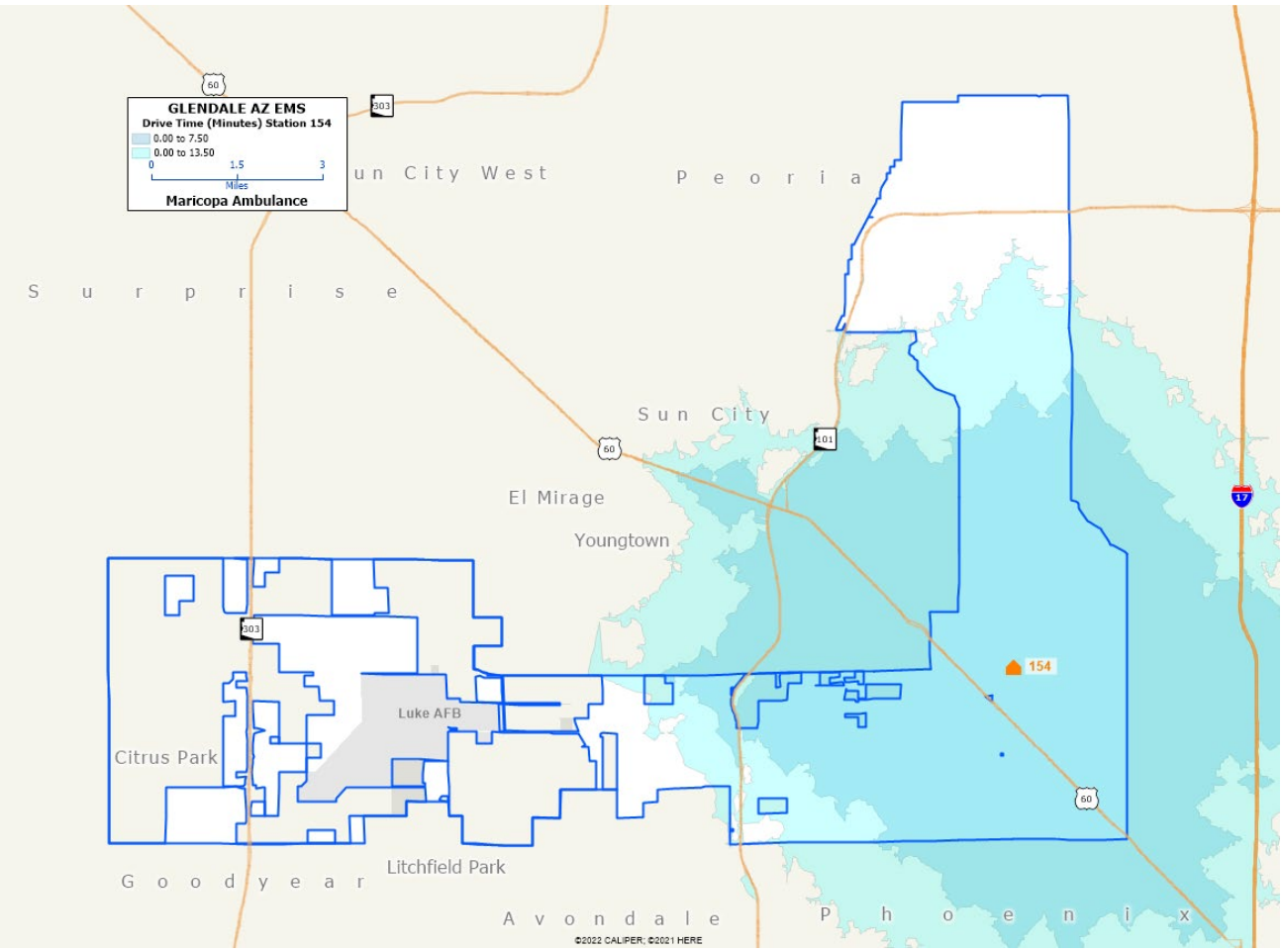
Station 152


GLENDALE AZ EMS
Drive Time (Minutes) Statio 152
0.00 to 7.50
0.00 to 13.50
0
1.5
3
Miles
Maricopa Ambulance
Sun City West
Peoria
Surprise
Sun City
El Mirage
Youngtown
152
Luke AFB
Citrus Park
Litchfield Park
Goodyear
Avondale
Phoenix
60
303
101
17
©2022 CALIPER; ©2021 HERE

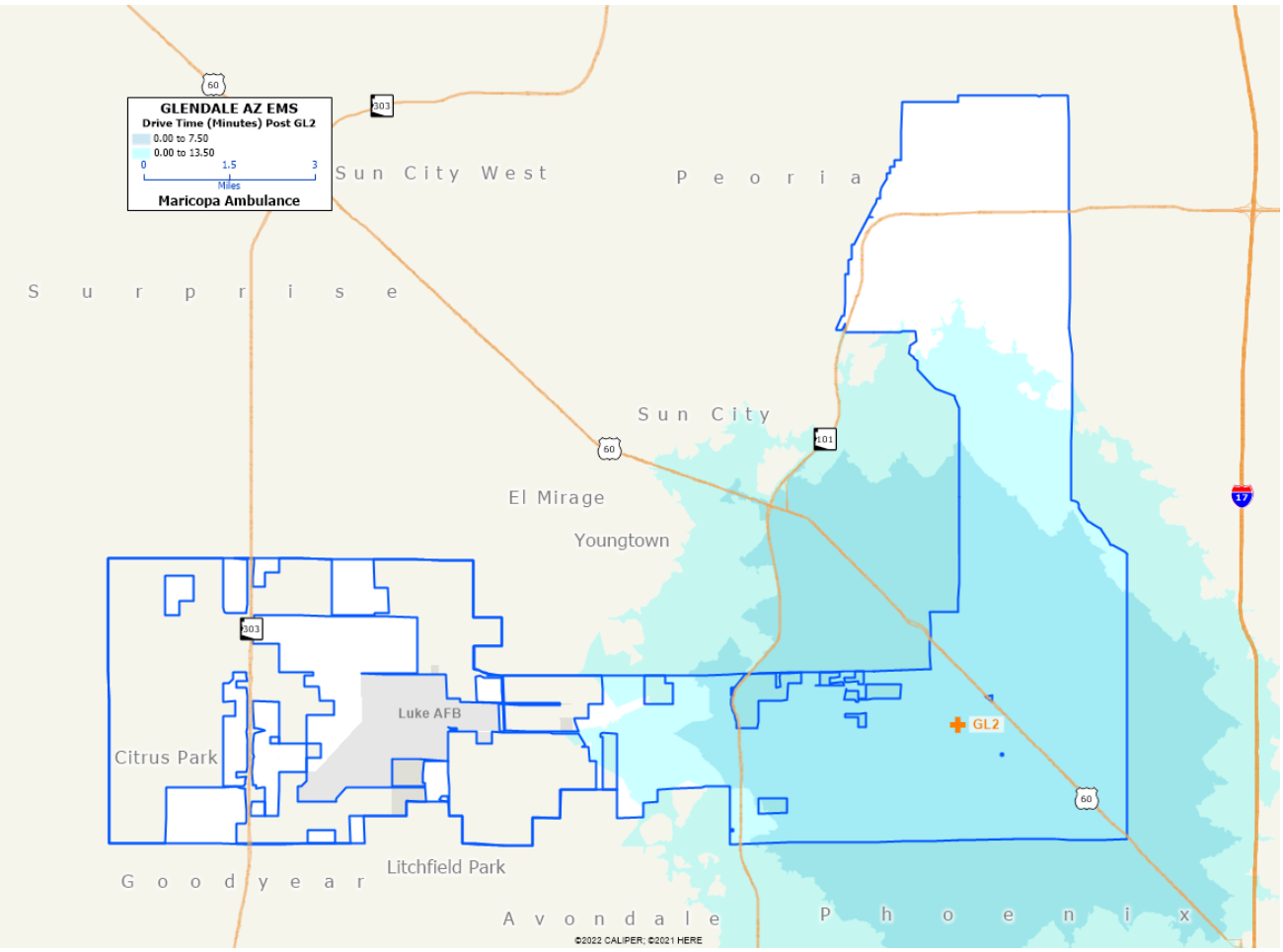
Station 153


GLENDALE AZ EMS
Drive Time (Minutes) Station 153
0.00 to 7.50
0.00 to 13.50
0
1.5
3
Miles
Maricopa Ambulance
60
303
un City West
Peoria
153
Surprise
Sun City
101
60
El Mirage
Youngtown
303
Luke AFB
Citrus Park
60
Litchfield Park
Goodyear
Avondale
Phoenix
©2022 CALIPER; ©2021 HERE

Station 154


GLENDALE AZ EMS
Drive Time (Minutes) Station 154
0.00 to 7.50
0.00 to 13.50
0
1.5
3
Miles
Maricopa Ambulance
Sun City West
Peoria
Surprise
Sun City
El Mirage
Youngtown
Luke AFB
Citrus Park
Litchfield Park
Goodyear
Avondale
Phoenix
154
60
303
101
17
©2022 CALIPER; ©2021 HERE

Post GL2


GLENDALE AZ EMS
Drive Time (Minutes) Post GL2
0.00 to 7.50
0.00 to 13.50
0
1.5
3
Miles
Maricopa Ambulance
Sun City West
Peoria
Surprise
Sun City
El Mirage
Youngtown
Luke AFB
Citrus Park
Litchfield Park
Goodyear
Avondale
Phoenix
GL2
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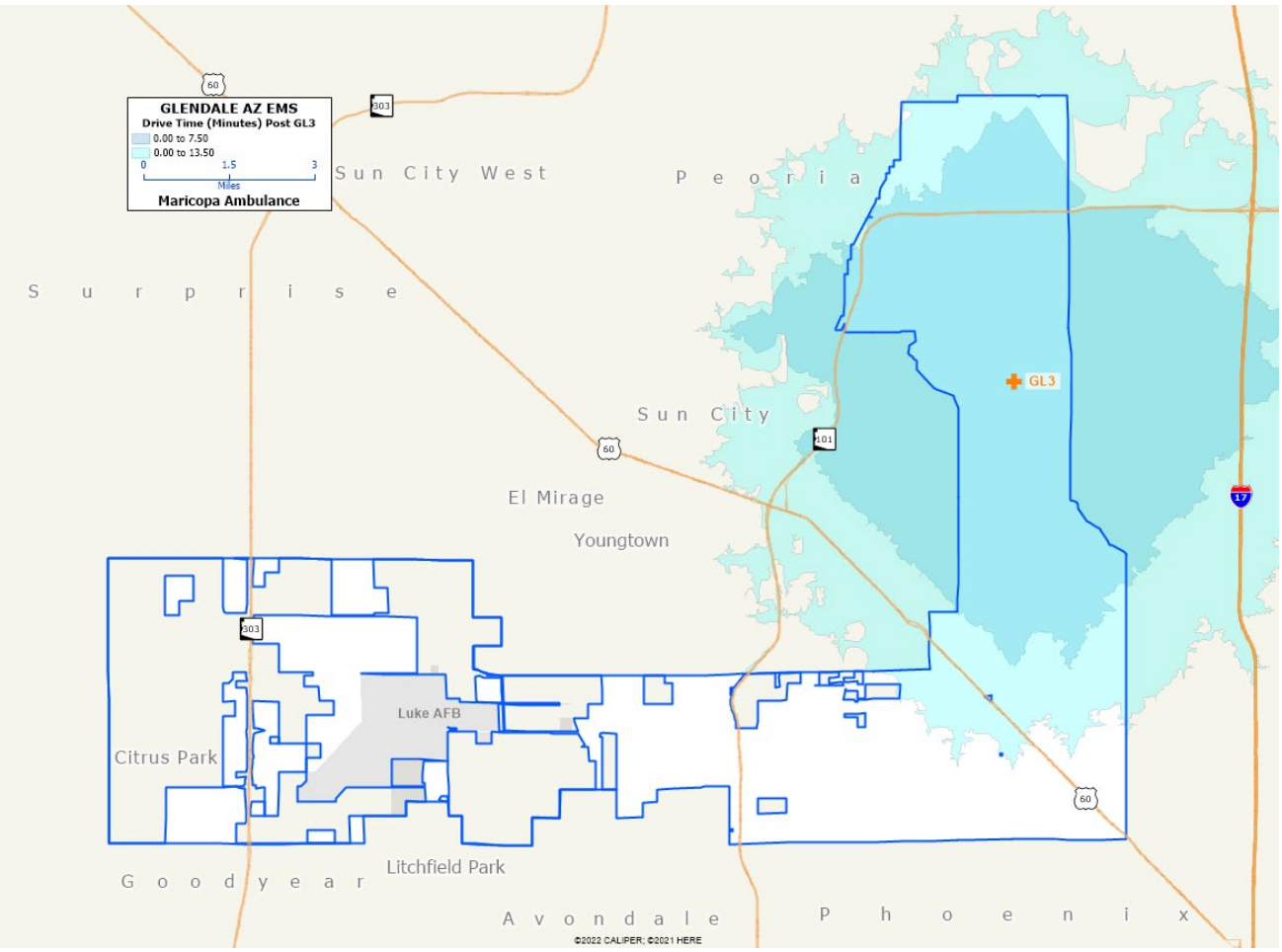
Post GL3


GLENDALE AZ EMS
Drive Time (Minutes) Post GL3
0.00 to 7.50
0.00 to 13.50
0
1.5
3
Miles
Maricopa Ambulance
Sun City West
Peoria
Surprise
Sun City
GL3
El Mirage
Youngtown
Luke AFB
Citrus Park
Litchfield Park
Goodyear
Avondale
Phoenix
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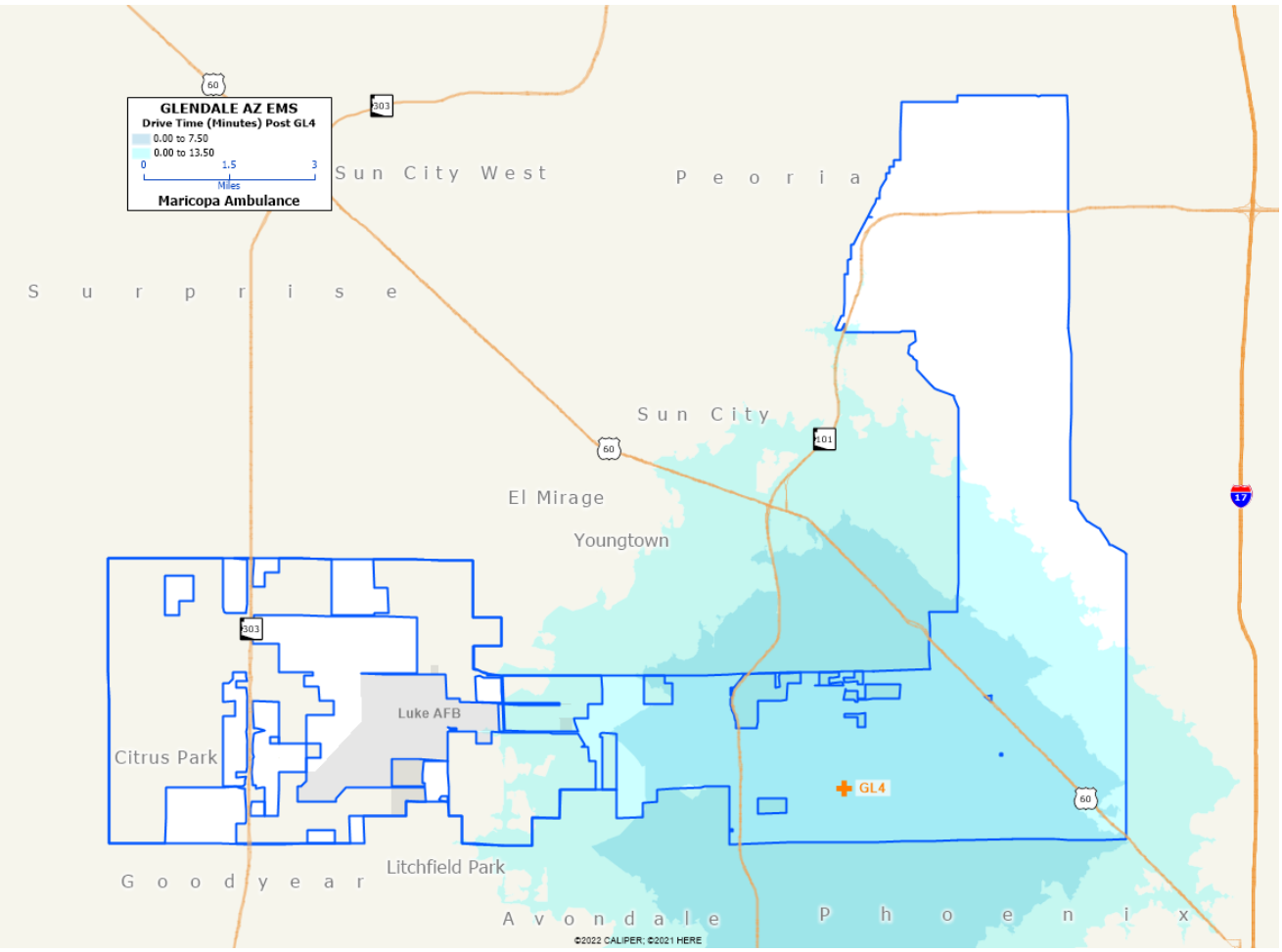
Post GL4


GLENDALE AZ EMS
Drive Time (Minutes) Post GL4
0.00 to 7.50
0.00 to 13.50
0
1.5
3
Miles
Maricopa Ambulance
Sun City West
Peoria
Surprise
Sun City
El Mirage
Youngtown
Luke AFB
Citrus Park
GL4
Litchfield Park
Goodyear
Avondale
Phoenix
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Post H

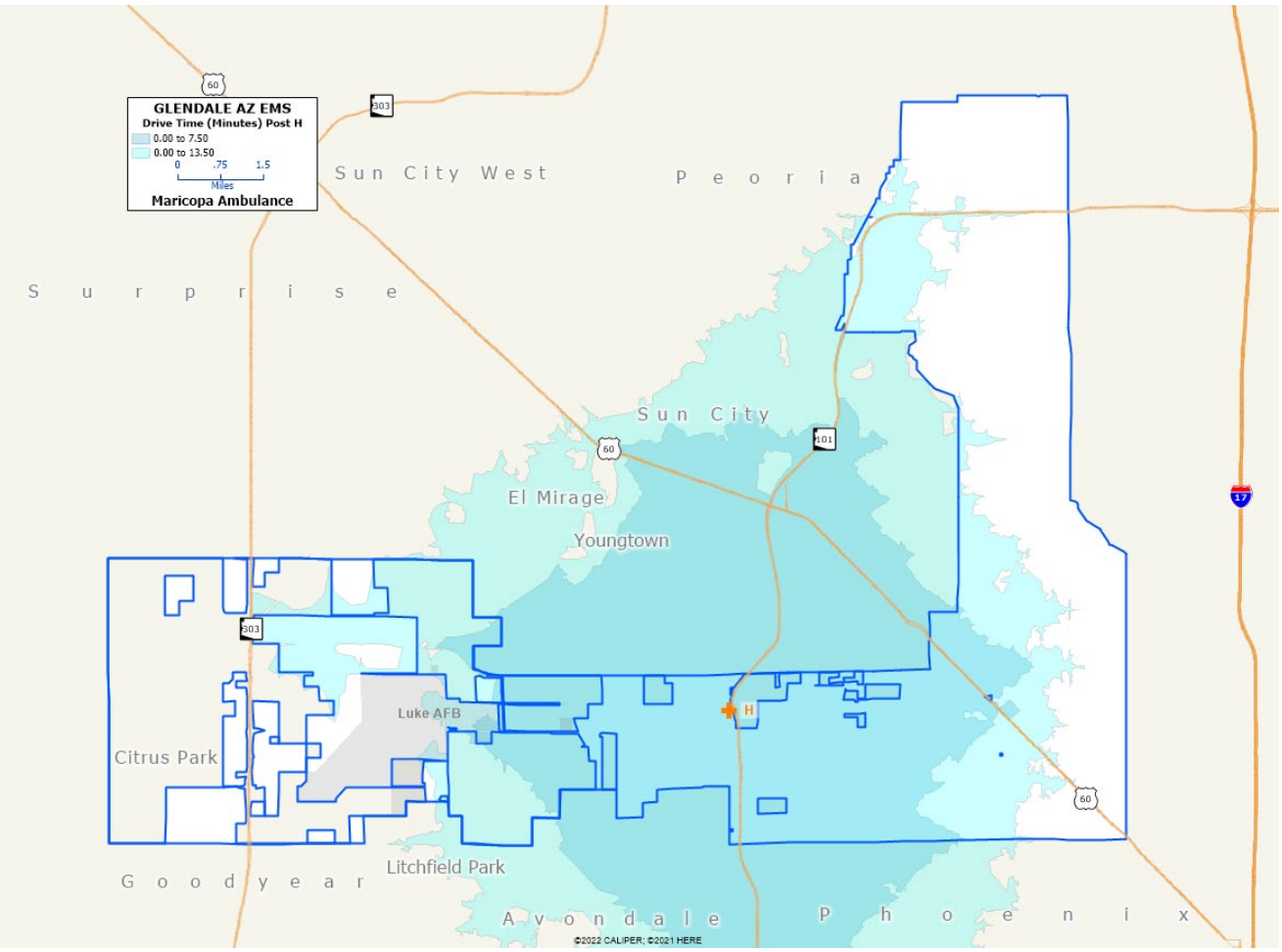
GLENDALE AZ EMS
Drive Time (Minutes) Post H
0.00 to 7.50
0.00 to 13.50
0 .75 1.5
Miles
Maricopa Ambulance
Sun City West
Peoria
Surprise
Sun City
El Mirage
Youngtown
Luke AFB
Citrus Park
Litchfield Park
Goodyear
Avondale
Phoenix
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EXHIBIT 8 - Certificate of Necessity – Maricopa Ambulance

ARIZONA DEPARTMENT OF HEALTH SERVICES

STATE OF ARIZONA
} ss
County of Maricopa

CERTIFICATE NO. - 147 -

DOCKET NO. EMS 00856

THE ARIZONA DEPARTMENT OF HEALTH SERVICES has found, under the authority of A.R.S. § 36-2232 et seq and Pursuant to Department of Health Services rules, that public necessity requires the operation of

MARICOPA AMBULANCE, LLC dba
MARICOPA AMBULANCE

as a ground ALS and BLS ambulance service in the State of Arizona for the transportation of individuals who are sick, injured, wounded or otherwise incapacitated or helpless within the following service area, with the following central operations station and response times:

1. **Service Area:**
   Maricopa County, with the exception of those geographic areas covered by the following Certificates of Necessity: Buckeye Valley Rural Volunteer Fire District (C.O.N. No. 8); North County Fire & Medical District (C.O.N. No. 114); Daisy Mountain Fire District (C.O.N. No. 105); Sun Lakes Fire District (C.O.N. No. 12); Lifeline Ambulance Service Inc. (C.O.N. No. 62); Superstition Fire & Medical District (C.O.N. No. 137)
   The service area does overlap the C.O.N. service area covered by Phoenix Fire Department (C.O.N. No. 76), American Medical Response of Maricopa, LLC (C.O.N. No. 136) and all C.O.N. service areas covered by the Rural/Metro and its subsidiaries: Canyon State Ambulance (C.O.N. No. 58), Southwest Ambulance and Rescue of Arizona (C.O.N. No. 66), Southwest Ambulance-Maricopa (C.O.N. No. 86), Rural Metro Corp-Maricopa (C.O.N. No. 109), Com Trans Ambulance Service, Inc. (C.O.N. No. 46), Professional Medical Transport, Inc. (C.O.N. No. 71) and American Ambulance (C.O.N. No. 75).

2. **Legal Address:** ***23200 N Pima Rd. Suite 210, Scottsdale, AZ 85255***

Now, therefore, by virtue of the authority vested in the Arizona department of Health Services, under the constitution and laws of the State of Arizona, does hereby grant this

RENEWAL
CERTIFICATE OF NECESSITY

authorizing the operation of the aforesaid ambulance service for a period ending September 21, 2023 unless for cause sooner amended, suspended, revoked or terminated subject to the decisions and orders, and rules of the Department.

PROVIDED, that this certificate shall not be assigned nor transferred unless authorized by the Arizona Department of Health Services.

BY THE ORDER OF THE ARIZONA DEPARTMENT OF HEALTH SERVICES, IN WITNESS WHEREOF, I CARA M. CHRIST, MD. the Director of the Arizona Department of Health Services, have hereunto set my hand and caused the official seal of the Arizona Department of Health Services to be affixed at Phoenix, Arizona on August 4, 2020

DIRECTOR'S DESIGNEE

ARIZONA DEPARTMENT OF HEALTH SERVICES

STATE OF ARIZONA } ss
County of Maricopa

CERTIFICATE NO. - 147 -

DOCKET NO. EMS 00856

3. Response Times:

1. *The Cities and Towns in the certificated service area in which CON 147 is the primary provider of 911 ambulance service.*
    a. *Ten (10) minutes on eighty (80) percent of all ambulance calls.*
    b. *Fifteen (15) minutes on ninety (90) percent of all ambulance calls.*
    c. *Twenty (20) minutes on ninety-seven (97) percent of all ambulance calls.*
2. *Otherwise:*
    a. *Ten (10) minutes on fifty (50) percent of all emergency ambulance calls.*
    b. *Fifteen (15) minutes on seventy-five (75) percent of all emergency ambulance calls.*
    c. *Twenty (20) minutes on ninety (90) percent of all emergency ambulance calls.*
    d. *Thirty (30) minutes on ninety-seven (97) percent of all emergency ambulance calls.*

Interfacility Arrival Times:

1. *Arrive at the facility within sixty minutes, zero seconds (60:00) of the requested arrival time on 90% of all non-urgent transfers from an Arizona Department of Health Services licensed Hospital, Long-Term Care Facility, Behavioral Health In-Patient facility or Freestanding Urgent Care Center as defined on A.R.S. §36-401(19).*
2. *Arrive at the facility within thirty minutes, zero seconds (30:00) of the requested arrival time on 90% of all urgent transfers from an Arizona Department of Health Services licensed Hospital, Long-Term Care Facility, Behavioral Health In-Patient facility or Freestanding Urgent Care Center as defined on A.R.S. §36-401(19).*

Special Provisions:

1. *Non-urgent transfer – is scheduled at least one (1) hour in advance and shall mean a stable patient that has a low risk or medium risk of his or her condition deteriorating as determined by the patient's transferring clinician. Examples of patients requiring a Non-Urgent Transfer include patients in a stable condition: with established IV or vascular access; IV medications not requiring constant hemodynamic monitoring including pain medications; with pulse oximetry; increased need for ALS assessment and interpretation skills; 3 or 12 lead EKG monitoring; basic cardiac medications, e.g., heparin or nitroglycerin; or the need for continued ALS assessment and interpretation skills.*
2. *Urgent transfers – is immediate and shall mean a patient that has a high risk of his or her condition deteriorating as determined by the patient's transferring clinician. Examples of patients requiring an Urgent Transfer include patients in a stable condition: requiring advanced airway support but secured, intubated, on ventilator; patients on multiple vasoactive medication drips; patients whose condition has been initially stabilized, but has likelihood of deterioration based on assessment or knowledge of the provider regarding specific illness/injury. A patient is not stable if he or she is clinically deteriorating and is in need of a time-sensitive intervention not available at the transferring facility. Examples of patients that are not stable include patients: who require invasive monitoring; are post resuscitation; have sustained significant multi-system trauma, acute STEMI, or acute stroke; or are hemodynamically unstable.*

CERTIFICATE OF NECESSITY

(CONTINUATION PAGE ONE **)**

EXPIRES September 21, 2023

ARIZONA DEPARTMENT OF HEALTH SERVICES

STATE OF ARIZONA
} ss
County of Maricopa

CERTIFICATE NO. - 147 -

DOCKET NO. EMS 00856

4. Type of Service: *Immediate Response Transports, Interfacility Transports, and Convalescent Transports.*

5. Hours of Operation: *24 hours per day – 7 days per week*

CERTIFICATE OF NECESSITY

(CONTINUATION PAGE TWO)

EXPIRES September 21, 2023