

January 6, 2022

Taylor Pike
CON and Ambulance Rates Manager
Arizona Department of Health Services
Bureau of Emergency Medical Services and Trauma System
150 N. 18<sup>th</sup> Avenue, Suite 540
Phoenix, AZ 85007

Re: Notice of Substantive Review - Control No. 01243

Dear Ms. Pike

Please accept this letter and attached documents as our response to the above referenced Notice of Substantive Review. The notice requests information regarding 23 items in the application. Our response to those items is as follows:

1. Please submit a signed cover letter for the ARCR.

#### Signed revised document is attached.

- 2. ARCR (Proforma) Page I, Lines 1 through 5, All Columns: Regarding the recorded quantities for ALS transports, BLS transports, billable miles, waiting hours/minutes, and cancelled transports:
- a. Please elaborate on the method and data used to project each of the five measurable categories.

Estimations are primarily based on CON 58 and CON 120 ARCRs and an average of 4.6 average transports per day along with the ALS transports vs BLS transports and Billable Miles. Waiting Hours/Minutes were not estimated.

- 3. ARCR (Proforma) Page 2 Lines 2, 3, 4 and 11: Please elaborate on the data and method(s) used to project the settlement amounts and bad debt:
- a. AHCCCS
- b. Medicare
- c. Contractual discounts
- d. Bad Debt

The estimates for Settlement and Bad Debt are primarily based on CON 58 and CON 120 ARCRs.

4. ARCR (Proforma) Page 3 Lines I, 2 & 3: Run volume and mileage appear to be provided with decimals. Please round to the nearest whole number or correct the calculation.

### Adjusted

5. ARCR (Proforma) Page 3 Line 4: Pursuant with R9-25-1107(E), "the Depa1tment shall determine the standby waiting rate by dividing the BLS rate by 4." This rate would currently calculate to \$422.26 with the applied for BLS Base Rate of \$1,689.05. and not the \$80.87 listed on this line, unless the BLS Base Rate is modified. Please confirm if a standby waiting rate is being applied for and if so, what the rate is.

The waiting charge is being applied for at the Bureau's corrected rate of \$422.26.

- 6. ARCR (Proforma) Page 4 Lines 1 through 4: Regarding the absence of Officers/Owners.
- a. Explain the absence of Officers/Owners wages.

The amount is provided for as a part of "Allocated Shared Support Services" Line 21 of "Page 5 attachment".

7. The ARCR appears to lack correct page numbering. There are two different pages submitted for both "page 5" and "page 6". These have been submitted each with different numbers. If these were meant to be used as the attached schedules, please re-submit the documents labeled as such or explain how these pages should be interpreted.

Page numbering is corrected, pages are now numbered: Page 5 attachment and, Page 6 attachment.

- 8. ARCR (Proforma) Page 5 Line 3: Regarding the absence of Accounting and Auditing expenses:
- a. Explain how Applicant will receive these services.
- b. If these services are recorded elsewhere, identify the page, line, and quantify the amount allocated for these expenses.
- c. If these services are provided by a related party transaction, please provide sufficient detail to in order for it to be considered in the rate analysis.

Accounting and auditing costs are included in "Allocated Shared Support Services" on Line 21 of the Page 5 attachment.

- 9. ARCR (Proforma) Page 5 Line 8: Transportation Other Company Vehicles:
- a. Explain the absence of expenses for Other Company vehicles (non-ambulances).
- b. Quantify the expenses for these vehicles separately (maintenance, major repairs, fuel, insurance, etc).

Other vehicles are not expected to be used at this time.

- 10. ARCR (Proforma) Page 6 Line 8: Regarding the absence of Property Insurance expenses:
- a. If this expense is recorded elsewhere, state the page and line within the ARCR and the amount allocated.
- b. If this expense item is not recorded elsewhere, clarify how Applicant receives this coverage.

The estimated cost of Property Insurance is included in the estimate for General Liability Insurance on Page 5 Line 6.

11. ARCR (Proforma) Page 6 Line 12: Clarify the rate and quantity for each license and registration.

Corrected the proforma to recognize \$1,000.00 = 4 Vehicles X \$250.00.

12. ARCR (Proforma) Page 6 Line 13: Elaborate the data and method and data used to calculate \$39,821 for fuel; for 55,434 billable miles.

As indicated above the amount is based on costs included in CON 85 and CON 58.

13. ARCR (Proforma) Page 6 Line 16: Quantify how much of this entry is related to ambulance vehicle coverage and how much is related to other vehicles.

As in the response for question 9, "Other vehicles are not expected to be used at this time."

- 14. ARCR (Proforma) Page 10 All Lines: Regarding the absence of responses to Schedule I:
  - a. Do you propose to have Officers/Owners? If so,
  - b. Record Applicant's Officers/Owners.
  - c. Record the applicable compensation, dividends paid, disbursements, etc. paid to these Officers/Owners under the appropriate heading.

See response to Question 6.

- 15. ARCR (Proforma) Pages 12 and 13 All Lines All Columns: Provide a corrected Schedule III that is itemized with specific responses (resubmitting the entire ARCR is not necessary):
- a. Column A
  - i. Provide Year, Make and Model for each Ambulance.
  - ii. Provide Year, Make, and Model for each vehicle which is not an ambulance.
  - iii. Provide the Make, Model, and quantity of all Equipment, furniture, fixtures, hardware, etc.
- b. Columns C through J Provide each for all itemized items that are recorded.
- c. Column K
  - 1. Itemize the annual lease expenses for the proposed leased location(s) and a copy of the lease agreement(s) if any (including terms for Applicant's leasehold improvements and build-outs).
- d. State if replacement or reserve ambulance(s) will be purchased within the next year.

Year and model are provided on the initial application page 2 of 4. There are three LifePaks under Equipment Ambulance. Item three is an estimate of the cost associated with Equipment, furniture, hardware, at this time there is not sufficient information as to the specifics of what will be purchased. The proposed lease locations are only "proposed" there would not be any information as to the specifics until a CON is issued and negotiations can begin for properties. There are three primary ambulance units and the fourth is a reserve.

16. ARCR (Proforma) Page 15 Line 14, 15, 21 & 22: If debt and associated interest expense will not be utilized to provide assets to the business, how will assets be paid for?

The parent company has sufficient cash on hand to finance working capital.

17. Pursuant to A.A.C. R9-25-l 10 l (A)(5), a list of all the purchase agreements or lease agreements for real estate, ground ambulance vehicles, and equipment exceeding \$5,000 used in connection with the ground ambulance service, that includes the monetary amount and duration of each agreement.

There are no current agreements or lease agreements until a CON is issued and they can be negotiated.

18. Pursuant to A.A.C. R9-25-1101(A)(6), the identification of each of the applicant's affiliations, such as parent company or subsidiary owned or operated by the Applicant.

As identified by the Decision and Order Signed on October 17<sup>th,</sup> ,2018 Case number 2019-EMS-T0004-DHS Goble Medical Response, Inc is the holder of "Southwest Ambulance of Tucson".

- 19. Please provide a summary on each of the following that explains:
- a. The rationale and public need for the application
- b. How the requested response times were developed
- c. The ambulance deployment plan being proposed with this application
- d. The analysis process used to determine the number of anticipated requests (transports) for each type and level of ground ambulance service in the proposed area
- e. The potential impact to surrounding CON holders if the requested CON were granted
  - The application was prompted by the closure of Arrowhead Mobile Healthcare dba Show Low EMS which closed unexpectedly and shares owners with Healthcare Innovations.
  - b. The Code 3 response times mirror the Code 3 response times of the current provider as they have years of experience in the area and are therefore, more informed about the ability to meet response times in the area.
  - c. The deployment plan for the application places ambulances in the three population centers included in the proposed service area.
  - d. As indicated in the response in Question 2, the estimates are based on operations in CON 58 and CON 120 with average transports per day of 4.6 along with ALS transports 958 vs BLS transports 722 and Billable Miles 55,434. Waiting Hours/Minutes were not estimated.
  - e. We do not have current data to determine the impact on the current CON holder for the area as the last ARCR posted on the Department's web site for Healthcare Innovations is for the 2018 calendar year.
- 20. Pursuant to A.A.C. R9-25-903 (8)(3) & (4), please provide information regarding the need for additional convalescent and interfacility transports and whether a ce1tificate holder for the service area has demonstrated substandard performance.

The service is proposed to provide additional service to the area.

- 21. Pursuant to A.A.C. R9-25-909(A) (1) (b), please provide a current/renewed proof of continuous insurance coverage or a statement of continuing self-insurance, specifically for:
- a. A minimum single occurrence automobile liability insurance coverage of \$\$500,000 for ground ambulance vehicles; and
- b. A minimum single occurrence malpractice or professional liability insurance

coverage of \$500,000; or be self-insured for the amounts in subsection (A)(1).

#### Attached is current insurance coverage under Southwest Ambulance of Tucson, Inc.

22. It appears that the service area description provided is intended to match that of Healthcare Innovations CON 103. We've noticed some typographical errors that do not mirror CON 103 service area description. Please correct these errors OR confirm that it is not your intent to mirror CON 103 service area.

#### Attached is a corrected service area Description.

23. Pursuant to A.A.C. R9-25-902(B)(I), Please provide a current written contract for ALS Medical Direction for the proposed CON. The contract provided in the application is for operations in Prescott, AZ with Life Line Ambulance and dates back to 2015.

See attached Medical Direction agreement.

If I can be of any additional assistance with this matter, please do not hesitate to contact me at (602) 696-4489 or James.Roeder@gmr.net.

Sincerely

Jim Roeder

Regulatory Manager

## 12 MONTH PROFORMA

## AMBULANCE REVENUE and COST REPORT

#### **GENERAL INFORMATION and CERTIFICATION**

Legal Name of Company:	Southwest Ambulane of Tucson, Inc.			CON No.	
D.B.A. (Doing Business As):		Business Phone:	480-257-1351	_	
Financial Records Address:	6363 S Fiddler's Green Circle, 14th Floor	City:	Greenwood Village	Zip Code:	80111
Mailing Address (If Different):		City:		Zip Code:	
Owner / Manager:	President - Glenn Kasprzyk				
Report Contact Person:	President - Glenn Kasprzyk	Business Phone:	480-257-1351	Ext.	
Report for Period From:	From: Projected First Year	То:		_	
Method of Valuing Inventory:	LIFO: FIFO:(x) Other (Explain):			_	
	liated organizations (parents/subsidiaries) that exhibit at lea Inc., Envision Healthcare Holdings, Inc.	nst 5% ownership/v	resting.		
I hereby verify that I have directed	d the preparation of the enclosed annual report in accordance with the	reporting requiremen	nts of the State of Arizona	ð.	
I have read this report and hereby	y verify that the information provided is true and correct to the best of	my knowledge.			
This report has been prepared us	sing the accrual basis of accounting.				
Authorized Signature:	Howard Gordon			-	
Title:	Vice President, Finance	Date:	January 3, 2022	-	
Mail to:	Department of Health Services Bureau of Emergency Medical Services				

Certificate of Necessity and Rates Section 150 North 18th Avenue, Suite 540 Phoenix, AZ 85007-3248

Telephone: (602) 364-3150 (602) 364-3567 Fax:

06/22/2004 Formula's Excluded

٩M	BULANCE SERVICE ENTITY:	Southwest Ambulane of			
OR	THE PERIOD	Projected First Year	TO:		
STA	TISTICAL SUPPORT DATA				
		(1) SUBSCRIPTION SERVICE	(2)** TRANSPORTS UNDER	(3) TRANSPORTS NOT UNDER	(4)
Line		TRANSPORTS	CONTRACT	CONTRACT	TOTALS
<u>No.</u>	DESCRIPTION				
1	Number of ALS Billable Transports:			958	958
2	Number of BLS Billable Transports:			722	722
3	Number of Loaded Billable Miles:			55,434	55,434
4	Waiting Time (Hr. & Min.):				
5	Canceled (Non-Billable) Runs:				302
					Number
	Malanda and Caralia (ORTIONAL)				Donated
	Volunteer Services: (OPTIONAL)				Hours
6	Paramedic and IEMT				
7	Emergency Medical Technician - B				
8	Other Ambulance Attendants				
9	Total Volunteer Hours				

<sup>\*\*</sup> This column reports only those runs where a contracted discount rate was applied. See Page 7 to provide additional information regarding discounted contract runs.

#### AMBULANCE REVENUE AND COST REPORT

AMBU	LANCE SERVICE ENTITY:	Southwest Ambulane of Tucson, Inc.					
OR TH	IE PERIOD	Projected First Year	то:				
STATIS	TICAL SUPPORT DATA						
		(1)	(2)	(3)			
Line		SUBSIDIZED	NON- SUBSIDIZED				
<u>No.</u>	Type of Service	<u>PATIENTS</u>	<u>PATIENTS</u>	TOTALS			
1	Number of ALS Billable Transports:		958	958			
2	Number of BLS Billable Transports:		722	722			
3	Number of Loaded Billable Miles:		55,434	55,434			
4	Waiting Time (Hr. & Min.):		<u> </u>				
5	Canceled (Non-Billable) Runs:		302	302			
				Number			
	Volunteer Services: (OPTIONAL	-)		Donated Hours			
6	Paramedic and IEMT						
7	Emergency Medical Technician - B						
8	Other Ambulance Attendants						
9	Total Volunteer Hours						

Page 1.1

Note: This page and page 3.1, Routine Operating Revenue, are only for those governmental agencies that apply subsidy to patient billings.

1100	LANCE SERVICE ENTITY:		Southwest Ambula	ine of Tucson, Inc.			
R TH	E PERIOD	FROM:	Projected First Yea	<u>r</u> TO:			
ATEN	MENT OF INCOME						
Line							
No.	DESCRIPTION		FROM				
	Operating Revenues:						
1	Ambulance Service Routine Operating Re	venue	Page 3, Line 10 & Pag	ge 3.1, Line 10		\$	3,899,846
	Less:						
2	AHCCCS Settlement		Page 3.1, Line 11		473,889		
3	Medicare Settlement		Page 3.1, Line 12				
4	Contractual Discounts		Page 7, Line 32				
5	Subscription Service Settlement		Page 8, Line 4				
6 7	Other (Attach Schedule) Total		Page 3.1, Line 13	Sum of Lines 2 through 6	<del>-</del>		2,160,249
8	Net Revenue from Ambulance Runs			Line 1, minus Line 7			1,739,597
9	Sales of Subscription Service Contracts		Page 8, Line 8				-
10	Total Operating Revenue			Line 8, plus Line 9		\$	1,739,597
	Ambulance Operating Expenses:						
11	Bad Debt (Includes Subscription Services Bad						
12	Wages, Payroll Taxes, and Employee Benefits				820,461		
13	General and Administrative Expenses				85,517		
14	Cost of Goods Sold				39,893		
15	Other Operating Expense				336,484_		
16 17	Interest Expense (Attach Schedule IV) Subscription Service Direct Selling				<u>-</u>		
18	Total Operating Expense			Sum of Lines 11 through 17			1,414,593
19	Ambulance Service Income (Loss)			Line 10, minus Line 18			325,005
	Other Revenue / Expenses:						
20	Other Operating Revenue and Expense		Page 9, Line 17		<u>-</u>		
21	Non-Operating Revenue and Expense						
22	Non-Deductible Expenses (Attach Schedule)				-		
23	Total Other Revenues / Expenses			Sum of Lines 20 & 21			-
24	Ambulance Service Income (Loss) - Before	e Income Tax	es	Sum of Line 19, plus Line 23			325,005
	Provision for Income Taxes:						
25	Federal Income Tax				71,501		
26	State Income Tax				34,126		
27	Total Income Tax			Lines 25, plus Line 26		_	105,627

MBU	LANCE SERVICE ENT	IIY:	Southwe	est Ambulane of Tu	icson, Inc.					
OR TH	IE PERIOD		FROM:	Projected First Ye	ar	TO:				
OUTIN	NE OPERATING REVENU	<u>E</u>								
Line <u>No.</u>	DESCRIPTION									
	Ambulance Service Rou	ıtine Operat	ing Rever	nue:						
1	ALS Base Rate Amount	Rate Rate	\$	1,689.05	x No. of Runs x No. of Runs		958	=	\$ <u> </u>	1,618,110
2	BLS Base Rate Amount	Rate Rate		1,689.05	x No. of Runs x No. of Runs		722	=	=	1,219,494
3	Mileage Rate Amount	Rate Rate			x No. of Billable x No. of Billable			= =	=	1,031,072
4	Waiting Charge Amount	Rate Rate		422.26	x No. of Hours x No. of Hours		<u>-</u>	= =	=	0
5	Medical Supplies (Gross Cha	irges to patients	s)						_	31,170
6	Nurses Charges								_	0
7	Total								_	3,899,846
8	Standby Revenue (Attach So	chedule)								0
9	Other Ambulance Service Rev	venue (Attach	Schedule)							-
10	Total Ambulance Service Ro	outine Operatir	ıg Revenue	(To Page 2, Line 1)	1				\$ _	3,899,846
	Cost of Goods Sold: (I									
11 12 13 14	Inventory at Beginning of Year Plus Purchases Plus Other Costs Less Inventory at End of Year						43,882 - 3,989			
15	Cost of Goods Sold (To Pa						0,009		\$	39,893

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## AMBULANCE REVENUE AND COST REPORT

AMBU	MBULANCE SERVICE ENTITY:		Southwest Ambulane of Tucson, Inc.					
FOR TH	IE PERIOD	From :	Projected First Year	-	TO:			
ROUTII	NE OPERATING REVENUE	Identified by subsidiz	zed and non-subsidized pati	ents				
			(1)		(2)		(3)	
Line <u>No.</u>	<u>DESCRIPTION</u>		SUBSIDIZED <u>PATIENTS</u>		NON- SUBSIDIZED <u>PATIENTS</u>		<u>TOTALS</u>	
	AMBULANCE SERVICE OPERATING	REVENUE						
1	ALS Base Rate		\$	\$	1,618,110	\$	1,618,110	
2	BLS Base Rate			. <u> </u>	1,219,494		1,219,494	
3	Mileage Charge			. <u> </u>	1,031,072		1,031,072	
4	Waiting Charge							
5	Medical Supplies	(Gross Charges)			31,170.00		31,170.00	
6	Nurses' Charges				0		0	
7	Total		\$	. \$	3,899,846	\$	3,899,846	
8	Plus: Standby Revenue	(Attach Schedule)					0	
9	Other Ambulance Service Reven	ue (Attach Schedule)					<u>-</u>	
10	Total Ambulance Service Routine	e Operating Revenue	(Post to Pg 2, Line 1)	)		\$	3,899,846	
	Less:							
11	AHCCCS Settlement	(Post total to Pg 2, Line 2)	\$	\$	473,889	\$	473,889	
12	Medicare Settlement	(Post total to Pg 2, Line 3)			1,522,860		1,522,860	
13	Subsidy	(Post total to Pg 2, Line 6)		. <u>—</u>	-		<u>-</u> _	
14	Other	(Attach Schedule)		. <u> </u>	201,688		201,688	
15	Total Settlements	(Post to Pg 2, Line 7)	\$	\$	2,198,437	\$	2,198,437	

Note: This page and page 1.1, are only for those governmental agencies that apply subsidy to patient billings.

	Projected First Year	то:			
AGES, PAYROLL TAXES, and EMP	LOYEE BENEFITS				
ne o. <u>DESCRIPTION</u>				<u>No. of</u> *F.T.E.	<u>AMOUNT</u>
OFFICERS / OWNERS  Gross Wages Payroll Taxes Employee Fringe Benefits Total					- <u> </u>
MANAGEMENT  Gross Wages Payroll Taxes Employee Fringe Benefits Total	(Attach Schedule II, Wage Deta			0.5	93,533 8,418 9,651 111,602
AMBULANCE PERSONNEL Gross Wages Paramedics and IEMT Emergency Medical Technician (EMT) Nurses Payroll Taxes Employee Fringe Benefits Total	(Attach Schedule II, Wage Deta	Labor \$ \$	341,626 252,462	5.0 5.0 -	341,626 252,462 - 47,527 67,244 708,859
OTHER PERSONNEL	(Attach Schedule II, Wage Deta	ail; Pg 11)		<u>-</u>	<u>-</u>

#### AMBULANCE REVENUE AND COST REPORT

Southwest Ambulane of Tucson, Inc.

FOR T	HE PERIOD FROM:	Projected First Year	то: _			
ALLO	CATION OF WAGES, PAYROLI	L TAXES, and EMPLOYEE BENEFITS				
Line <u>No.</u>	DESCRIPTION		(1) No. of <u>*F.T.E.</u>	(2) Total <u>Expenditure</u>	(3) Allocation <u>Percentage</u>	(4) Ambulance <u>Amount</u>
	MANAGEMENT					
1	Gross Wages	(Attach Schedule II)	0.5	93,533	100%	93,533
2	Payroll Taxes			8,418	100%	8,418
3	Employee Fringe Benefits		_	9,651	100%	9,651
4	Total		0.5	111,602		111,602
	AMBULANCE PERSONNEL	** Contractual Wages	3			
	Gross Wages	(Attach Schedule I Labor				
5	Paramedics and IEMT	\$	5.0	341,626	100%	341,626
6	Emergency Medical Technician	n (EMT)	5.0	252,462	100%	252,462
7	Nurses		0.0		100%	
8	Drivers		0.0	<u> </u>	100%	
9	Payroll Taxes		_	47,527	100%	47,527
10	Employee Fringe Benefits		_	67,244	100%	67,244
11	Total		10.0	708,859		708,859
	OTHER PERSONNEL					
	Gross Wages	(Attach Schedule II)				
12	Dispatch		0.0	-	100%	
13	Mechanics		0.0	<u>-</u>	100%	
14	Office and Clerical		0.0	-	100%	
15	Other		0.0	-	100%	
16	Payroll Taxes		_	-	100%	
17	Employee Fringe Benefits		_		100%	
18	Total			<del>-</del>		
19	TOTAL F.T.E., WAGES, PAY	,	10.5	820,461	\$	820,461

AMBULANCE SERVICE ENTITY:

Full-time equivalents (F.T.E.) is the sum of all hours for which employee wages were paid during the year divided by 2,080.

<sup>\*</sup> The sum of Casual Labor (wages paid on a per run basis) plus Wages paid is entered in Column 2 by line item. However, when calculating F.T.E's, do not include casual labor hours worked or expenses incurred.

### AMBULANCE REVENUE AND COST REPORT

AMBU	LANCE SERVICE ENTITY:	Southwest A	mbulane of Tucson, Inc.	
OR TH	IE PERIOD	FROM: _	Projected First Year	TO:
BASIS	OF ALLOCATIONS OF WAGES, PAYRO	OLL et al.		
Line <u>No.</u>	DESCRIPTION		<u>Bas</u>	is of Allocations
1	Gross Wages - MANAGEMENT	_	All personnel are 100	0% dedicated to ambulance services.
2	Payroll Taxes	_	100%	ambulance services
3	Employee Fringe Benefits	<u> </u>	100%	ambulance services
4	Total	_	100%	ambulance services
			Contractual	Wages
	Gross Wages - AMBULANCE PERSONNEL			
5	Paramedics and IEMT			100% ambulance services
6	Emergency Medical Technician (EMT)	_		100% ambulance services
7	Nurses			100% ambulance services
8	Drivers	_		100% ambulance services
9	Payroll Taxes	_		100% ambulance services
10	Employee Fringe Benefits			100% ambulance services
11	Total	_		100% ambulance services
	Gross Wages - OTHER PERSONNEL			
12	Dispatch		100%	ambulance services
13	Mechanics	_	100%	ambulance services
14	Office and Clerical	_	100%	ambulance services
15	Other		100%	ambulance services
16	Payroll Taxes		100%	ambulance services
17	Employee Fringe Benefits		100%	ambulance services
18	Total			ambulance services

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	AMBU	LANCE	REVENUE AND CO	ST REPORT		(revised J	anuary 03, 2022
<b>AM</b> BI	ULANCE SERVICE ENTITY:	Southw	est Ambulane of Tucson, Inc.				
OR T	HE PERIOD	FROM:	Projected First Year	то:			
SENE	RAL and ADMINISTRATIVE EXPENSES						
Line	DESCRIPTION						
	Professional Service:						
1	Legal Fees			\$			
2 3	Collection Fees Accounting and Auditing				7,747		
4	Data Processing Fees						
5	Other (Attach Schedule)				12,000		
6	Total					\$	19,747
	Travel and Entertainment:						
7	Meals and Entertainment				1,205		
8	Transportation - Other Company Vehicles						
9	Travel				1,645		
10	Other (Attach Schedule)			·	<u> </u>		
11	Total						2,851
	Other General and Administrative:						
12	Office Supplies				914		
13	Postage				95		
14	Telephone						
15	Advertising				52		
16	General Liability Insurance				7,124		
17	Workers Comp				20,052		
18	Other (Attach Schedule)				34,683		
19	Total						62,920
20	Total General and Administrative Expenses		(Post to Page 2, Line 13)			\$	85,517

	AMBUL	ANCE REVENUE AND COST REPORT	(revised January 03, 2022
AMB	ULANCE SERVICE ENTITY:	Southwest Ambulane of Tucson, Inc.	
FOR T	THE PERIOD	FROM: Projected First Year TO:	
GENE	RAL and ADMINISTRATIVE EXPENSES		
Line <u>No.</u>	DESCRIPTION		
	Professional Service:		
1	Consulting	\$	<u>-</u>
2	Medical Director	12	,000_
3	Temp Staffing		<u>-</u>
4	Other Professional Fees		
5			-
6	Total (Post to Page 5, Line 5)		\$12,000_
	Travel and Entertainment:		
7			
			<u>-</u>
8 9			<u>-</u>
10			<u>-</u>
11	Total		<u>-</u>
	Other General and Administrative:		
	Other General and Administrative.		
12	Employee Relations & Training		885_
13	Lobbying & Political	<u> </u>	<u>-</u>
14	Printing		44
15	Software Licenses & Maintenance		<u>-</u>
16	Recruiting		<u>-</u>
17	Sales & Use Tax		<u>-</u>
18	Fines and Penalties		<u>-</u>
19	Misc. G&A	10	,234_
20	Dues & Subscriptions		<u>-</u>
21	Allocated Shared Support Services	23	,520_
22	Total (Post to Page 5, Line 18)		34,683

ME	BULANCE SERVICE ENTITY:	Southw	est Ambulane of Tucson, Ir	c.			-
OR	THE PERIOD	FROM:	Projected First Year	TO:			
LLC	OCATION of GENERAL and ADMINIS	STRATIVE	E EXPENSES				
ine No.	DESCRIPTION				(1) Total <u>Expenditure</u>	(2) Allocation <u>Percentage</u>	(3) Ambulance <u>Amount</u>
	Professional Service:						
1	Legal Fees			\$	-	100%_ \$	
2	Collection Fees				7,747	100%	7,747
3	Accounting and Auditing				-	100%_	
4	Data Processing Fees					100%	
5	Other (Attach Schedule)				12,000	100%	12,000
6	Total				19,747		19,747
	Travel and Entertainment:						
7	Meals and Entertainment				1,205	100%	1,205
8	Transportation - Other Company Vehicles					100%	
9	Travel				1,645	100%	1,645
10	Other (Attach Schedule)				-	100%	
11	Total				2,851		2,851
	Other General and Administrative:						
12	Office Supplies				914	100%	914
13	Postage				95	100%	95
4	Telephone					100%	
15	Advertising				52	100%	52
6	Professional Liability Insurance				7,124	100%	7,124
17	Dues and Subscriptions				20,052	100%	20,052
18	Other (Attach Schedule)				34,683	100%	34,683
19	Total				62,920		62,920
20	Total General and Administrative Exp		(Post to Page 2, Line 13)		85,517		85,517

MB	ULANCE SERVICE ENTITY: _	Southwest Ambulane of Tucson, Inc.
OR 1	THE PERIOD FI	ROM: Projected First Year TO:
ASIS	of ALLOCATION OF GENERAL ar	nd ADMINISTRATIVE EXPENSES
₋ine No.	DESCRIPTION	Basis of Allocation
<u>10.</u>	Professional Service:	<u>Busis of Allocation</u>
1	Legal Fees	100% Ambulance Services
2	Collection Fees	100% Ambulance Services
3	Accounting and Auditing	100% Ambulance Services
4	Data Processing Fees	100% Ambulance Services
5	Other (Attach Schedule)	100% Ambulance Services
6	Total	
	Travel and Entertainment:	
7	Meals and Entertainment	100% Ambulance Services
8	Transportation - Other Company Vehicles	100% Ambulance Services
9	Travel	100% Ambulance Services
0	Other (Attach Schedule)	100% Ambulance Services
1	Total	100% Ambulance Services
	Other General and Administrative	<b>э</b> :
12	Office Supplies	100% Ambulance Services
3	Postage	100% Ambulance Services
4	Telephone	100% Ambulance Services
5	Advertising	100% Ambulance Services
6	Professional Liability Insurance	100% Ambulance Services
7	Dues and Subscriptions	100% Ambulance Services
8	Other (Attach Schedule)	100% Ambulance Services

Page 5.1.a

OR THE PERIOD	FROM: Projected First Year	TO:	
THER OPERATING EXPENSES			
ne lo. <u>DESCRIPTION</u>			
Depreciation and Amortization:			
1 Depreciation (Attach Schedule III) 2 Amortization	(From Pg 13, Line 20, Col I)	\$	
3 Total			\$127,078
4 Rent / Lease (Attach Schedule III)	(From Pg 13, Line 20, Col K)		36,000
Building / Station Expense:			
<ul> <li>Building and Cleaning Supplies</li> <li>Utilities</li> <li>Property Taxes</li> <li>Property Insurance</li> </ul>		3,675 17,632 5,175	
9 Repairs and Maintenance 0 Other (Attach Schedule)		8,550	
1 Total			35,033
Vehicle Expense - Ambulance Units	s:		
2 License / Registration 3 Fuel			
<ul> <li>General Vehicle &amp; Equip Service and Maint</li> <li>Major Repairs</li> <li>Insurance - Service Vehicles</li> </ul>		3,117 4,853 22,760	
7 Other (Attach Schedule)		3,517	
8 Total			75,068
Other Expenses:			
9 Dispatch 0 Education / Training 1 Uniforms and Uniform Cleaning 2 Meals and Travel for Ambulance personnel 3 Maintenance Contracts 4 Minor Equipment - Not Capitalized 5 Ambulance Supplies - Nonchargeable 6 Other (Attach Schedule)		56,917 5,625 763	
7 Total			63,305

AWID	JLANCE REVENUE AND C	OST REPORT	
BULANCE SERVICE ENTITY:	Southwest Ambulane of Tucson, I	nc.	
THE PERIOD	FROM: Projected First Year	то:	_
ER OPERATING EXPENSES			
DESCRIPTION			
Building / Station Expense Other:			
Other building/station expenses			
		<del></del>	
Total			
Total			<del></del>
Vehicle Expense - Ambulance Uni	ts Other:		
Tires		-	
Total			<del>-</del>
Other Expenses:			
Other Operating Expense		763	
Other Operating Expense			
		-	
		-	
Total (Post to Page 6 Line 26)			763
	Building / Station Expense Other: Other building/station expenses  Total Vehicle Expense - Ambulance Unit Tires	THE PERIOD  FROM: Projected First Year  FROM: Projected Fi	THE PERIOD FROM: Projected First Year TO:  ER OPERATING EXPENSES  Building / Station Expense Other:  Other building/station expenses  Total  Vehicle Expense - Ambulance Units Other:  Tires  Total  Other Expenses:  Other Operating Expense  Total  Other Operating Expense  Total  Other Operating Expense  Total  Total  Other Operating Expense  Total  Total  Total  Other Operating Expense  Total  Total  Total  Other Operating Expense  Total  Total  Total  Total  Total  Other Operating Expense  Total  Total

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	BULANCE SERVICE ENTITY:	Southwes					
FOR	THE PERIOD	FROM:	Projected First Year	то:			
ALL	OCATION of OTHER OPERATING E	XPENSES					
Line No.	DESCRIPTION				(1) Total Expenditure	(2) Allocation Percentage	(3) Ambulance Amount
<u></u>	Depreciation and Amortization:				<u> </u>	<u> </u>	<u></u>
1	Depreciation (Attach Schedule III)	(	From Pg 13, Line 20, Col I)	\$	127,078		127,078
2	Amortization				0	100%	0
3	Total				127,078	_	127,078
4	Rent / Lease (Attach Schedule III)	(	From Pg 13, Line 20, Col K)		36,000	100%	36,000
	Building / Station Expense:						
5	Building and Cleaning Supplies				3,675	100%	3,675
6	Utilities				17,632	100%	17,632
7	Property Taxes				5,175	100%	5,175
8	Property Insurance				0	100%	0
9	Repairs and Maintenance				8,550	100%	8,550
10	Other (Attach Schedule)				0	100%	0
11	Total				35,033	-	35,033
	Vehicle Expense - Ambulance Unit	is:					
12	License / Registration				1,000	100%	1,000
13	Fuel				39,821	100%	39,821
14	General Vehicle Service and Maintenance				3,117	100%	3,117
15	Major Repairs				4,853	100%	4,853
16	Insurance - Service Vehicles				22,760	100%	22,760
17	Other (Attach Schedule)				3,517	100%	3,517
18	Total				75,068	-	75,068
	Other Expenses:						
19	Dispatch				56,917	100%	56,917
20	Education / Training				0	100%	0
21	Uniforms and Uniform Cleaning				5,625	100%	5,625
22	Meals and Travel - Ambulance Personnel				0	100%	0
23	Maintenance Contracts				0	100%	0
24	Minor Equipment - Not Capitalized				0	100%	0
25	Ambulance Supplies - Nonchargeable				0	100%	0
26	Other (Attach Schedule)				763	100%_	763
27	Total				63,305	-	63,305
28	Total Other Operating Expenses	,	Post to Page 2, Line 15)	\$	336,484	¢	336,484

AMB	ULANCE SERVICE ENTITY:	Southwe	est Ambulane of Tucson, Inc	<b>.</b>	
FOR 1	THE PERIOD	FROM:	Projected First Year	то:	
BASIS	of ALLOCATION OF OTHER EXPE	<u>INSES</u>			
Line <u>No.</u>	DESCRIPTION			Basis of Allocation	
	Depreciation and Amortization:				
1	Depreciation			100% Ambulance Services	
2	Amortization			100% Ambulance Services	
3	Total			100% Ambulance Services	
4	Rent / Lease			100% Ambulance Services	
	Building / Station Expense:				
5	Building and Cleaning Supplies			100% Ambulance Services	
6	Utilities			100% Ambulance Services	
7	Property Taxes			100% Ambulance Services	
8	Property Insurance			100% Ambulance Services	
9	Repairs and Maintenance			100% Ambulance Services	
10	Other			100% Ambulance Services	
11	Total			100% Ambulance Services	
	Vehicle Expense - Ambulance Uni	ts:			
12	License / Registration			100% Ambulance Services	
13	Fuel			100% Ambulance Services	
14	General Vehicle Service and Maintenance			100% Ambulance Services	
15	Major Repairs			100% Ambulance Services	
16	Insurance - Service Vehicles			100% Ambulance Services	
17	Other			100% Ambulance Services	
18	Total			100% Ambulance Services	
	Other Expenses:				
19	Dispatch			100% Ambulance Services	
20	Education / Training			100% Ambulance Services	
21	Uniforms and Uniform Cleaning			100% Ambulance Services	
22	Meals and Travel for Ambulance personne			100% Ambulance Services	
23	Maintenance Contracts			100% Ambulance Services	
24	Minor Equipment - Not Capitalized			100% Ambulance Services	
25	Ambulance Supplies - Nonchargeable			100% Ambulance Services	
26	Other (Attach Schedule)			100% Ambulance Services	
27	Total			100% Ambulance Services	

## AMBULANCE REVENUE AND COST REPORT

AMBULANCE SERVICE ENTITY:	Southwest Ambulane of Tucson, Inc.
FOR THE PERIOD	FROM: Projected First Year TO:

## DETAIL OF CONTRACTUAL ALLOWANCES

Line <u>No.</u>	Name of Contracting Entity	Total Billable <u>Runs</u>	Gross <u>Billing</u>	Percent <u>Discount</u>	<u>Allowance</u>
1	BCBS of AZ	55	\$ 165,000	10%	\$ 16,500
2	Aetna	25_	\$ 75,000	25%	\$ 18,750
3	UHC Community Plan	25_	\$ 75,000	30%	\$ 22,500
4	United Healthcare	20	\$ 60,000	25%	\$ 15,000
5	Healthnet Tricare West	55_	\$ 165,000	55%	\$ 90,750
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20		<u> </u>			
21					
22					
23					
24					
25					
26					
27		<del></del>			
28					
29					
30					
31					
32	(Post Total to Page 2, Line 4)	180	\$ 540,000		\$ 163,500

## AMBULANCE REVENUE AND COST REPORT

MB	ULANCE SERVICE ENTITY:	Southw	est Ambulane of Tucsor	n,	Inc.			
OR T	THE PERIOD	FROM:	Projected First Year		то:			
	CRIPTION SERVICE REVENUE AND CT SELLING EXPENSES							
Line <u>No.</u>	<u>Description</u>							
1	Billings at Fully Established Rate						\$	
	Less:							
2	AHCCCS Settlement				\$	_		
3	Medicare Settlement					_		
4	Subscription Service Settlement		. (Post to Pg 2, Line 5)			-		
5	Subscription Service Bad Debt					_		
6	Total							
	Plus:							
7	Net Revenue from Subscription Service Runs							
8	Sales of Subscription Service		. (Post to Pg 2, Line 9)					
9	Other Revenue		. (attach schedule)					
10	Total Subscription Service Revenue		(total of Lines 7, 8 and 9)	)				
	Direct Expenses Incurred Selling Subscription Conf	tracts						
11	Salaries / Wages							
12	Payroll Taxes							
13	Employee Fringe Benefits							
14	Professional Services							
15	Contract Labor							
16	Travel							
17	Other General & Administrative Expenses							
18	Depreciation / Amortization							
19	Rent / Lease							
20	Building / Station Expense				-			
21	Transportation / Vehicles							
22	Other:	_ (attach so	medule)					
23	Total Subscription Service Expenses		. (Post to Pg 2, Line 17)				\$	
							-	

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	ULANCE SERVICE ENTITY:	E SERVICE ENTITY: Southwest Ambulane of Tucson, Inc.					
OR 1	HE PERIOD		FROM:	Projected First Year	то:		
THE	R OPERATING REVENUES & EXP	<u>ENSES</u>					
Line <u>No.</u>	<u>Description</u>						
	Other Operating Revenue	s:					
1	Supportive Funding - Local	(attach schedule)		\$			
2	Grant Funds - State						
3	Grant Funds - Federal						
4	Grant Funds - Other	(attach schedule)					
5	Patient Finance Charges						
6				<u> </u>			
7	Interest Earned - Related Person / Organiz	ation					
8							
9	Gain on Sale of Operating Property						
10	Other:			<u> </u>			
11	Other:						
12	Total Other Operating Revenues				\$		
	Other Operating Expenses:						
13	Loss on Sale of Operating Property						
14	Other: Interest Expense						
15	Other:			·			
16	Total Other Operating Expenses						

#### AMBULANCE REVENUE AND COST REPORT

AMBU	LANCE SERVICE ENT	ITY: so	outhwest Ambulane of Tuc	son, Inc.			_							
FOR TH	IE PERIOD	FROM:_	Projected First Year	_ то:_										
DETA	Schedule I AIL OF SALARIES / WAGE <u>Officers / Owners</u>	s												
Line <u>No.</u>	<u>Name</u>		<u>Title</u>	% of <u>Ownership</u>	<u>Management</u>	<u>*FTE</u>	CEP IEMT <u>EMT</u>	<u>*FTE</u>	OFFICE	<u>*FTE</u>	<u>OTHER</u>	<u>*FTE</u>	WAGES PAID TO OWNERS	*FTE
1				\$			S		\$		\$		\$	
2								-						
3 —														
4 — 5								-						
6														
7	TOTAL			\$ <sub></sub>			S		\$		\$		\$	
* F:	ull-time equivalents (F.T.E.) is the	e sum of all ho	ours for which employee wages	s were paid during th	e year divided by 2080								Post Total to Pg 4, Column 2,	Post Total to Pg 4, Column 1

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R THE PERIOD	FROM:	Projected First Year	то:		
DETAIL <u>Management, Amb</u>	Schedule II of SALARIES / WA ulance Personnel,				
ne <u>Detail of Salaries /</u>	Wages - Other Th	an Officers / Owners			
1 MANAGEMENT:					
Certification and / or Title	(	Scheduled Shifts no. of hours worked each week)	Hourly Wage	Annual Salary	\$ Per Run or Shift
Operational Ma		20+ week		Varies	
AMBULANCE PERSO	NNEL:				
CEP/EMT Fu	II time	56 hrs/week	Varies		
Field Superv EMT Full t		56 hrs/week 56 hrs/week	Varies Varies		
OTHER PERSONNEL:	<u> </u>				

#### AMBULANCE REVENUE AND COST REPORT

	ULANCE SERVICE ENTITY:		Southwest Ambulane of	f Tucson, Inc.			_					
FOR THE PERIOD		FROM: Projected First Year			то:							
	Schedule II  DEPRECIATION and/or RENT  AMBULANCE VEHICLES & ACCESSO	Γ/ LEASE EX	-									
Line <u>No.</u>	<b>A</b> Description of Property		<b>B</b> Date Placed in Service	C Cost or Other Basis	<b>D</b> Business Use Percent	<b>E</b> Basis for Depreciation	F Method "straight line" Depreciation	G Recovery Period (in years)	<b>H</b> Depreciation Prior Years	l Current Year Depreciation	<b>J</b> Remaining Basis	<b>K</b> Rent / Lease Amounts *
1	Vehicle - Ambulance		Various	472,000	100%	472,000	SL	Various	_	67,429	404,571	
2				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	-	-						
3	Equipment - Ambulance		Various	258,246	100%	258,246	SL	Various	-	51,649	206,597	
4												
5	Equipment Rental											-
6												
7												
8												
9												
10						<u> </u>						
11				<del></del>								
12						<u> </u>						
13		<del></del>										
14		<del></del>				<del></del>		+				
15	-	<del></del>		+		<del>                                     </del>		+	+			
16	-	<del></del>		+		<del></del>		+	-			
47 !								+				
17 18				1								

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AMBU	JLANCE SERVICE ENTITY:	Southwest Ambulane of	Tucson, Inc.			_					
FOR T	HE PERIOD	FROM: Projected First Year	то: _								
DEPRE	Schedule III ECIATION and/or RENT / LEASE EXP ALL OTHER ITEMS	ENSE									
Line <u>No.</u>	<b>A</b> Description of Property	<b>B</b> Date Placed in Service	C Cost or Other Basis	<b>D</b> Business Use Percent	E Basis for Depreciation	F Method "straight line" Depreciation	G Recovery Period (in years)	<b>H</b> Depreciation Prior Years	l Current Year Depreciation	<b>J</b> Remaining Basis	K Rent / Lease Amounts *
1	Land	Various	-	100%	-	SL	Various	-	-	-	
2	Buildings	Various	-	100%	-	SL	Various			-	
3	LHI	Various	-	100%	-	SL	Various		-	-	
4	Vehicle - Other	Various	-	100%		SL	Various				
5	Equipment - Computer	Various	18,000	100%	18,000	SL	Various		6,000	12,000	
6	Computer Software	Various	-	100%	_	SL	Various				
7	Office Furn/Equip	Various	10,000	100%	10,000	SL	Various		2,000	8,000	
8	Equipment - Fleet Maint	Various	-	100%	-	SL	Various				
9	Rented Real Estate										36,000
10			1.1								
11											
12			1.1								
13											
14										ļ	
15											
16		<del></del>			-						
17										<u> </u>	
18	SUBTOTAL above	<del></del>	28,000		28,000				8,000	20,000	36,000.00
19	SUBTOTAL above		730,246		730,246				119,078	611,168	30,000.00
10 [	. I SOBTOTAL HORIT Age 12, LINE 20		7 00,240		730,240				Post from Pg 12, Line 20 Column I	011,100	Post from Pg 12, Line 20 Column K
20	SUM of Line 18 & 19		758,246		758,246				127,078	631,168	36,000.00 Post to Pg 6, Line 4

			AMBULA	ANCE RE	VENUE AN	D COST	REPORT	•	(revised January 0
ΑM	BULANCE SERV	/ICE ENTITY:		Southwest	Ambulane of Tu	ıcson, Inc.			
FOF	R THE PERIOD	FROM:	Projected First Year		TO:				
	Schedule DETAIL OF IN			(1)	(2)		(3)	(4)	(5)
					Pri	ncipal Bal	ance	Interest	Expense
_ine				Interest	Beginning of	noipai bai	End of	Related Persons or	
No.	<u>Descri</u>	<u>ption</u>		Rate	<u>Period</u>		Period	<u>Organizations</u>	<u>Other</u>
	Service Vehicles & Acc Name of Payee:	essorial Equipment:							
1			_	% \$				\$	. \$
2									
3						-		<u> </u>	
5 6 7	Communication Equipm Name of Payee:			<u></u>					
8									
9 10			_					<del></del>	· ———
11 12	Working Capital Name of Payee:								·
13			<b>-</b> .			<u> </u>		<u> </u>	<u> </u>
14	Other Name of Payee:		_	%					
15	TOTAL			\$		\$		\$ Post totals of Colum	\$

AMBULANCE SERVICE ENTITY: Southwest Ambulane of Tucson, Inc.  FOR THE PERIOD FROM: Projected First Year TO:  SALANCE SHEET  ASSETS  CURRENT ASSETS  1 Cash \$		AM	BULANCE REVENUE A	AND COST REPO	RT	(revised January 03, 2022
ASSETS	A R/	IRIII ANCE SEDVICE ENTITY:	Southwest Ambulane of Tueson	Ino		
ASSETS  CURRENT ASSETS  1 Cash	-VIV	IBULANCE SERVICE ENTITY.	Southwest Ambulane of Tucson	, inc.		
### ASSETS  CURRENT ASSETS  1	OI	R THE PERIOD FROM:	Projected First Year	то:		
CURRENT ASSETS	BA	LANCE SHEET				
Cash		ASSETS				
9 PROPERTY & EQUIPMENT	2 3 4 5 6	Cash Accounts Receivable Less: Allowance for Doubtful Accounts Inventory Prepaid Expenses Other Current Assets		\$	(270,031) 3,989 -	
12 TOTAL ASSETS   \$ 852,607	9	PROPERTY & EQUIPMENT				758,246
LIABILITIES & EQUITY  CURRENT LIABILITIES  13	11	OTHER NON CURRENT ASSETS				
CURRENT LIABILITIES  13	12	TOTAL ASSETS				\$852,607
3	ı	LIABILITIES & EQUITY				
14   Current Portion of Notes Payable		CURRENT LIABILITIES				
\$ 57,587  20 TOTAL CURRENT LIABILITIES \$ 57,587  21 NOTES PAYABLE	14 15 16 17	Current Portion of Notes Payable Current Portion of Long-Term Debt Deferred Subscription Income		\$	-	
21 NOTES PAYABLE 22 LONG-TERM DEBT OTHER 23 TOTAL LONG-TERM DEBT  EQUITY & OTHER CREDITS Paid-In Capital: 24 Common Stock 25 Paid-In Capital in Excess of Par Value 26 Contributed Capital 27 Retained Earnings 28 Intercompany Payable to Parent 29 Total Balance 31 TOTAL EQUITY  Total	19	TOTAL CURRENT LIABILITIES		·		\$ 57,587
Paid-In Capital:         24       Common Stock         25       Paid-In Capital in Excess of Par Value         26       Contributed Capital         27       Retained Earnings         28       Intercompany Payable to Parent         29       575,642         29         30       Fund Balance         31       TOTAL EQUITY	21 22	NOTES PAYABLE LONG-TERM DEBT OTHER			<u>-</u>	
26       Contributed Capital         27       Retained Earnings       219,378         28       Intercompany Payable to Parent       575,642         29       570         30       Fund Balance       795,020	24	Paid-In Capital:				
29	25 26	Contributed Capital			219,378	
30 Fund Balance		Intercompany Payable to Parent			575,642	
		Fund Balance		······		
32 TOTAL LIABILITIES & EQUITY \$ 852,607	31	TOTAL EQUITY			<del></del>	795,020
	32	TOTAL LIABILITIES & EQUITY				\$852,607

	HE PERIOD	FROM:	Projected First Year	·o:		
TATE	MENT OF CASH FLOWS					
OF	PERATING ACTIVITIES:					
1	Net (loss) Income			\$	219,378	
	Adjustments to Reconcile Net Inco					
	Provided by Operating Activities:		Note: a increase in these accounts improves cash fl	ow		
2	Depreciation & Amortization E				127,078	
3	Deferred Income Tax				<u> </u>	
	Loss (gain) on Disposal of Pro	pperty & Eq	uipment		-	
	(Increase) Decrease in:		Note: a decrease in these accounts improves cash f	low		
5	Accounts Receivable				(217,450)	
i	Inventories				(3,989)	
	Prepaid Expenses				-	
	Ingrange (Degrape) in:		Note: a increase in these accounts improves each fl			
	Increase (Decrease) in:		Note: a increase in these accounts improves cash fl	ow	57.507	
	Accounts Payable				57,587	
	Accrued Expenses				<u> </u>	
)	Deferred Subscription Income				<u> </u>	
	NET CASH PROVIDED (Used) BY	Y OPERAT	ING ACTIVITIES			\$182,604
	VESTING ACTIVITIES:					
2	Purchases of Property & Equipme				(758,246)	
3	Proceeds from Disposal of Proper	ty & Equipn				
1	Purchases of Investments					
5	Proceeds from Disposal of Investn	nents				
3	Loans Made					
7	Collections on Loans	=				
3	Net Working capital payments from	n/(to) Parer	nt		575,642	
9	NET CASH PROVIDED (Used) BY	Y INVESTIN	NG ACTIVITIES			(182,604)
FII	NANCING ACTIVITIES:					
	New Borrowings:					
)	Long-Term					
1	Short-Term					
	Debt Reduction:					
2	Long-Term					
3	Short-Term					
•	Short-Term					
1	Capital Contributions					
	Dividends Paid			\$		
	NET CACH PROVIDED (II. IV PV	/ EIN   AN   OIN	IO ACTIVITIES			
5	NET INCREASE (Decrease) IN Co					
5	NET INCREASE (Decrease) IN CA	4011				
; ;	CACH AT DECININING OF VEAD					
5 7 8	CASH AT BEGINNING OF YEAR CASH AT END OF YEAR					-
5 7 3	CASH AT END OF YEAR	e.				
5 7 3			<u>ns:</u>			
5 7 3 9 <b>SL</b>	CASH AT END OF YEAR  PPLEMENTAL DISCLOSURE		<u>ns:</u>			
5 6 7 8 9 9 <b>SL</b> 30	CASH AT END OF YEAR  PPLEMENTAL DISCLOSURE					
5 6 7 8 9	CASH AT END OF YEAR  PPLEMENTAL DISCLOSURE	Transactio				



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 05/26/2021

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 Services Central, Inc. Philadelphia PA Office	PHONE (A/C. No. Ext):	(866) 283-7122	FAX (A/C. No.): (800) 363-01	05
One Liberty Place 1650 Market Street	E-MAIL ADDRESS:			
Suite 1000 Philadelphia PA 19103 USA		INSURER(S) AFFORDING COV	/ERAGE	NAIC #
INSURED	INSURER A:	ACE American Insurance	Company	22667
American Medical Response, Inc. 6363 S. Fiddlers Green Circle	INSURER B:	Indemnity Insurance Co	of North America	43575
14th Floor	INSURER C:	ACE Fire Underwriters	Insurance Co.	20702
Greenwood Village CO 80111 USA	INSURER D:	Lloyd's Syndicate No.	2623	AA1128623
	INSURER E:	Great American Securit	y Ins Co	31135
	INSURER F:			

COVERAGES CERTIFICATE NUMBER: 570087437779 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, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR							Elillito oli	own are as requested
-IK	TYPE OF INSURANCE	ADDL INSD	SUBR WVD		(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	3
Α	X COMMERCIAL GENERAL LIABILITY			XSLG7248194A	03/31/2021	, ,	EACH OCCURRENCE	\$2,750,000
Į	CLAIMS-MADE X OCCUR			SIR applies per policy ter	ns & condit	tions	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	\$2,750,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$5,000,000
	X POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$2,750,000
	OTHER:						SIR/Deductible	\$250,000
A	AUTOMOBILE LIABILITY			ISAH25545138	03/31/2021	03/31/2022	COMBINED SINGLE LIMIT (Ea accident)	\$10,000,000
F	X ANYAUTO						BODILY INJURY ( Per person)	
-	OWNED SCHEDULED						BODILY INJURY (Per accident)	
	AUTOS ONLY HIRED AUTOS ONLY ONLY AUTOS NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
E	UMBRELLA LIAB X OCCUR			EXC3415145	03/31/2021	03/31/2022	EACH OCCURRENCE	\$10,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$10,000,000
ľ	DED RETENTION							
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLRC67819299	03/31/2021	03/31/2022	X PER STATUTE OTH-	
A	ANY PROPRIETOR / PARTNER / EXECUTIVE	N/A		AOS WLRC67819251	03/31/2021	03/31/2022	E.L. EACH ACCIDENT	\$1,000,000
`	(Mandatory in NH)	N/A		CA, MA	03/ 31/ 2021	03, 31, 2022	E.L. DISEASE-EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-POLICY LIMIT	\$1,000,000
D	E&O-PL-XS				03/31/2021	03/31/2022		\$10,000,000 \$3,000,000
				Professional Liability SIR applies per policy term	ns & condit	tions	SIR	\$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached it more space is required)

CONTRACT NUMBERS: ADHS17-151123 RURAL METRO CORP, ADHS16-125127 SOUTHWEST AMBULANCE, ADHS17-151110 PMT AMBULANCE GROUND, AND CTR049640 AMERICAN MEDICAL RESPONSE OF MARICOPA. EVIDENCE OF INSURANCE FOR THE FOLLOWING ADDITIONAL NAMED INSUREDS: RIVER MEDICAL, INC. DBA LIFE LINE AMBULANCE 415 EL CAMINO WAY LAKE HAVASU CITY, AZ 85403 (CON 94) RURAL/METRO CORPORATION (PIMA) 37 N. COMMERCE DR. TUCSON, AZ 85705 (CON 55) RURAL/METRO CORPORATION (PINAL) DBA TRI-CITY MED DBA LIFE LINE AMBULANCE 3759 N. COMMERCE DR. TUCSON, AZ 85705 (CON 87) RURAL/METRO CORPORATION (YUMA) DBA RURAL/METRO AMBULANCE SERVICE 2029 S ARIZONA AVE, YUMA AZ 85364 (CON 65) SOUTHWEST AMBULANCE OF SOUTHEASTERN ARIZONA, INC. DBA SOUTHWEST AMBULANCE OF SAFFORD DBA LIFE LINE AMBULANCE 3759 N. COMMERCE DR. TUCSON, AZ 85705 (CON 63). ABC AMBULANCE LLC 3118 E. MCDOWell Rd. Phoenix, AZ 85008 (CON 139)

CERTIFICATE HOLDER	CANCELLATION

Arizona Department of Health Services BUREAU OF EMERGENCY MEDICAL SERVICES & TRAUMA SYSTEM 150 N 18th Ave, Suite 540 PHOENIX AZ 85007 USA

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 Services Central, Inc.

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LOC #:



# **ADDITIONAL REMARKS SCHEDULE**

Page \_ of \_

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED American Medical Response, Inc.
POLICY NUMBER See Certificate Number: 570087437779		
CARRIER	NAIC CODE	
See Certificate Number: 570087437779		EFFECTIVE DATE:

#### ADDITIONAL REMARKS

THIS ADDITIONAL	. REMARKS F	ORM IS A SCHE	EDULE TO ACORD FORM,
FORM NUMBER:	ACORD 25	FORM TITLE:	Certificate of Liability Insurance

	INSURER(S) AFFORDING COVERAGE	NAIC #
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	
	WORKERS COMPENSATION							
С		N/A		SCFC67819330 WI Paid Loss Retro	03/31/2021	03/31/2022		
Α		N/A		WCUC67819378 OH-SIR SIR applies per policy te		03/31/2022 ons		

ACORD 101 (2008/01)

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AGENCY CUSTOMER ID: 570000073826

LOC #:



# **ADDITIONAL REMARKS SCHEDULE**

Page \_ of \_

AGENCY		NAMED INSURED
Aon Risk Services Central, Inc.		American Medical Response, Inc.
POLICY NUMBER		
See Certificate Number: 570087437779		
CARRIER	NAIC CODE	
See Certificate Number: 570087437779		EFFECTIVE DATE:
ADDITIONAL DEMARKS		

See Certificate Number: 570087437779 EFFECTIVE DATE:						
ADDITIONAL REMARKS						
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,						
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance						
Additional Description of Operations / Locations / Vehicles:						
American Medical Response of Cochise County LLC 4266 Industry Drive, Ste 3, Sierra Vista, AZ 85635 (CON 120)						

AGENCY CUSTOMER ID: 570000073826

LOC #:



## ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

AGENCY		NAMED INSURED
Aon Risk Services Central, Inc.		American Medical Response, Inc.
POLICYNUMBER See Certificate Number: 570087437779		
CARRIER	NAIC CODE	
See Certificate Number: 570087437779		EFFECTIVE DATE:

#### **ADDITIONAL REMARKS**

THIS ADDITIONAL	REMARKS FO	ORM IS A SCHEDULE TO ACORD FORM,	
FORM NUMBER:	ACORD 25	FORM TITLE: Certificate of Liability Insurance	

Addendum

Professional Medical Transport, Inc. dba Life Line Ambulance dba PMT Ambulance dba ComTrans Ambulance Inc. dba ComTrans Ambulance Service dba Promed Transport dba American ComTrans dba American Medical Response dba AMR 8465 N. Pima Rd. Scottsdale, AZ 85258 (CON 71) American Medical Response of Maricopa, LLC dba American Medical Response dba AMR dba SW General, Inc. dba Southwest Ambulance dba Southwest Ambulance of Casa Grande, Inc. dba Southwest Ambulance and Rescue of Arizona 617 E Main Street Mesa, AZ 85201 (CON 136) Rural/Metro Corporation (Maricopa) dba Rural/Metro Ambulance Service dba Arizona Medical Transport dba AMT 8465 N. Pima Rd. Scottsdale, AZ 85258 (CON 109) Southwest Ambulance of Tucson, Inc. dba Kord's Southwest dba American Medical Response, dba AMR 3759 N. Commerce Dr. Tucson, AZ 85705 (CON 54) Life Line Ambulance, Inc. 1099 W Iron Springs Road Prescott, AZ 85258 (CON 62) R/M Arizona Holdings, Inc. dba Canyon State Ambulance dba Payson Medical Transport dba LifeStar EMS dba Life Line Ambulance 8465 N. Pima Road Scottsdale, AZ 85258 (CON 58) Southwest Ambulance of Casa Grande, Inc. dba Southwest Ambulance of Casa Grande, dba American Medical Response dba AMR 3759 N. Commerce Dr. Tucson, AZ 85705 (CON 85).

#### Service Area Description:

Beginning at northwest corner of T12S R19E, then following a straight line due east to the intersection of Greenlee county, Cochise county and the border of Arizona, then due south following the border line of Arizona to the southern boundary of section 35, T16S R32E, then due west approximately 42 miles more or less to the southeast corner of Section 35, T16S R25E, then northwest to southwest corner of section 18, T15S R25E, then west to the southeast corner of Section 17, T15S R24E, then southwest to the southeast corner of Section 10, T16S R23E, then east to the northeast corner of Section 18, T16S R24E, then south to the southeast corner of Section 30, T16S R24E, then west to the southeast corner of Section 25, T16S R23E, then south to the southeast corner of Section 36, T17S R23E, then southeast to the southwest corner of Section 33, T18S R24E, then due east to the northeast corner of Section 2, T19S R24E, then south to the southeast corner of Section 24, T21S R24E, then due west approximately 17.3 miles more or less to the San Pedro River, then follow the river north and west until it intersects with the southern boundary line of T19S R21E, then west to the southwest corner of Section 31, T19S R19E, then north to the point of beginning. From the starting point of the northeast Pima county line seven miles west, then south crossing 110 at the Marsh Station Rd exit, MP 291 down to the northern boundary of the Sonoita-Elgin C.O.N. No. 132 line, then east to the Cochise County line, then north to the beginning point.

#### BASE HOSPITAL SERVICE AGREEMENT

This Base Hospital Service Agreement, ("Agreement"), made and entered into by and between Northwest Hospital, LLC, d/b/a Northwest Medical Center ("Hospital") and Southwest Ambulance of Tucson, Inc.d/b/a Kord's Southwest d/b/a American Medical Response d/b/a AMR, Rural/Metro Corporation (Pima), Rural/Metro Corporation d/b/a Tri-City Med d/b/a Life Line Ambulance ("Provider") is executed as of the dates below the parties' respective signatures but is effective as of August 1, 2016 (the "Effective Date").

#### WITNESSETH

**WHEREAS**, the Hospital desires to function as an advanced life support (ALS) base hospital in accordance with the terms and provision of Arizona Revised Statutes (A.R.S.) Section 36-2201, *et. seq.*, and the Provider desires to operate a Rescue Unit/Ambulance and utilize State Certified Emergency Medical Care Technicians ("EMCTs")<sup>1</sup> in accordance with the terms and provisions of Arizona Administrative Code (A.A.C.) Section R-9-25-201, *et seq*.

**NOW THEREFORE,** in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

#### Section I – Duties of Hospital

- 1) Hospital shall contract with and identify a physician ("Base Hospital Medical Director") who will be responsible for Administrative Medical Direction for EMCTs employed by the Provider pursuant to A.A.C. R9-25-201. The Base Hospital Medical Director will meet the requirements outlined in A.A.C. R9-25-201.
- 2) Hospital shall assist Provider in ensuring that protocols and procedures required by A.A.C. R9-205-201(E)(2) and (3) are established, documented and implemented. Said protocols and procedures shall be reviewed and updated annually by the Base Hospital Medical Director as necessary.
- 3) The Base Hospital Medical Director will also be responsible for providing On-Line Medical Direction<sup>2</sup> pursuant to A.A.C. R9-25-202. Hospital shall ensure that Provider has 24/7 access to a physician qualified to give medical direction under A.A.C. R9-25-202(A)(1).
- 4) Hospital shall meet the requirements as specified in Arizona Revised Statutes and obtain and maintain certification as an ALS Base Hospital. A.A.C. R9-25-201, *et seq*.

#### Section II - Duties of Provider

1) Provider agrees to report to the Hospital all known or alleged instances of incompetence or unprofessional conduct of EMCTs that are assigned to Hospital. Hospital reserves the right to withdraw On-Line or Administrative Medical Direction from any EMCT assigned to the Hospital following consultation with management personnel for the Provider.

<sup>&</sup>lt;sup>1</sup> "Emergency Medical Care Technician" means an individual who has been certified by the department of health services as an emergency medical technician, an advanced emergency medical technician, an emergency medical technician I-99 or a paramedic. See A.R.S. 36-2201(15)

<sup>&</sup>lt;sup>2</sup> "On-Line medical direction" means emergency medical services guidance or information provided to an EMCT by a physician through two-way voice communication. See A.A.C. R9-25-101(35).

- 2) Provider agrees to provide written notice to the Hospital within thirty (30) days of a termination or transfer of an EMCT. Notification shall include the name of the EMCT, the date of employment, certification expiration date, and transfer or termination date.
- 3) Provider shall require that, when skills have been instituted, said Provider's personnel shall remain with the patient until transfer of care to the staff of an emergency receiving facility, emergency center or another comparably staffed and equipped emergency vehicle unit.
- 4) All ALS patient care (including non-transports) will be carried out under on-line medical direction and/or written standing/administrative orders.
- 5) Provider's ALS personnel will meet all requirements of the State as specified in Arizona Revised Statutes, 36-2201, *et. seq.*, and A.A.C. R9-25-401 *et seq.*,to maintain their authorization as a provider of ALS.
- 6) Provider shall follow all applicable policies and protocols approved by Hospital.
- 7) Provider shall only utilize EMCTs with valid certification by the ADHS Bureau of Emergency Medical Services as prescribed A.A.C. R9-25-401, et.seq.
- 8) Provider shall verify that only EMCTs with valid certifications or licenses are assigned to the Hospital.
  - a) Provider shall provide Hospital with an accurate list of the names of each EMCT currently assigned to the Hospital.
  - b) Provider shall provide Hospital with a copy of all applicable certifications for each assigned EMCT.
  - c) Said personnel assigned to the Hospital may not be assigned concurrently to another facility for administrative medical direction.
- 9) Provider shall require its EMCTs to meet continuing education requirements for recertification established by the Arizona Department of Health Services.
- 10) Provider shall ensure that protocols and procedures required by A.A.C. R9-205-201(E)(2) and (3) are established, documented and implemented.

#### Section III - Compensation

1) Provider shall compensate Hospital for the provision of the Base Hospital Services to Provider as follows:

As it relates to expired medications that are exchanged at Provider's request, Provider shall pay Hospital the amounts set forth on the fee schedule attached hereto as Exhibit A.

For Base Hospital Services that are provided by the EMS Coordinator for the Hospital, Provider shall pay Hospital forty dollars (\$40.00) per hour.

For Base Hospital Medical Directorship Services provided by the Base Hospital Medical Director, Provider shall pay Hospital one-hundred and twenty-five dollars (\$125.00) per hour.

For the Base Hospital Services and Base Hospital Medical Directorship Services, Hospital will invoice Provider for its proportionate share of said Services. As it relates to the Base Hospital Services and Base Hospital Medical Directorship Services, Hospital shall invoice the Provider *monthly* the amounts due and owing. Provider shall pay each invoice for Base Hospital and Base Hospital Medical Directorship Services within thirty (30) days after receiving it.

As it relates to the expired medications that are exchanged at Provider's request, Hospital shall submit *quarterly* invoices indicating the amounts due and owing related to those medications. Provider shall pay each invoice for replacement medications within thirty (30) days after receiving it.

#### Section IV - Term of the Agreement

- 1) The Term of this Agreement is one (1) year. The Agreement shall begin on the Effective Date and shall continue until the end of the Term, and thereafter shall be automatically renewed for successive one (1) year periods under identical terms, unless otherwise terminated as provided herein (such initial term and any such renewal terms being herein called the "Term").
- 2) **Termination without Cause**. Notwithstanding anything contained herein to the contrary, either party may terminate this Agreement without cause upon thirty (30) days prior written notice to the other party, such notice stating the intended date of termination.
- 3) **Termination for Cause**. Subject to the requirements of this Section, either party may terminate this Agreement at any time in the event the other party engages in an act or omission constituting a material breach of any term or condition of the Agreement. The party electing to terminate the Agreement for material breach shall provide the breaching party seven (7) days written notice specifying the nature of the material breach. The breaching party shall have seven (7) days from the date of the notice in which to remedy the breach and conform its conduct to the Agreement. If such breach is not cured within the time specified, the Agreement shall terminate at the end of the notice period without further notice or demand.
- 4) **Immediate Termination**. Notwithstanding anything contained herein to the contrary, Hospital may terminate the Agreement immediately upon any of the following events:
  - a) Upon Provider's loss of certification as a Medicare or Medicaid provider; suspension or exclusion from any federal healthcare program; suspension, exclusion, or debarment by any federal agency; or conviction of any crime relating to health care, or any felony;
  - b) Upon the sale of all or materially all of Hospital's assets, the sale of Hospital, or the closure of Hospital;
  - c) Upon Provider's general assignment for the benefit of creditors, Provider's petition for relief in bankruptcy, or under similar laws for the protection of debtors, or upon the initiation of such proceedings against Provider; or

<sup>&</sup>lt;sup>3</sup> Depending on the situation it may be appropriate for costs to be shared between the Hospital and Provider. Furthermore, in certain situations may it be appropriate for the costs to be shared between the Provider and other EMS providers that have a Base Hospital Service Agreement with the Hospital. Lastly, a situation may arise wherein it is appropriate for the costs to be shared between the Hospital, Provider and other EMS providers that have a Base Hospital Service Agreement with the Hospital.

- d) As specified elsewhere in this Agreement.
- 5) **Termination or Amendment for Law Changes.** Hospital shall have the right to terminate or unilaterally amend this Agreement, without liability, to comply with any legal order issued, or proposed to be issued, by any federal or state agency, or to comply with any provision of law or requirement of accreditation, participation, or licensure which: (1) invalidates or is inconsistent with the provisions of this Agreement; or (ii) in the opinion of Hospital's legal counsel would cause a party hereto to be in violation of the law. Hospital shall provide immediate written notice of any circumstance which will likely require Hospital to terminate or amend this Agreement.

#### Section V - Insurance and Indemnification

- 1) Both parties to the Agreement shall maintain professional and general liability insurance to cover personal injury and property damage cause by the act or omission of their respective personnel in an amount not less than \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate with separate limits each for general liability and professional liability.
- 2) It is understood and agreed by the parties that:
  - A) Personnel employed by the Provider are not, and shall not be considered to be, employees or agents of Hospital. The Hospital will not provide accident or Workers' Compensation coverage for the Provider's personnel and assumes no responsibility for injury to Provider's personnel sustained in the normal course of activities while at the Hospital;
  - B) Emergency physicians are independent contractors, and are not, and shall not be considered to be, employees or agents of the Hospital;
  - C) Personnel employed by Hospital are not, and shall not be considered to be, employees or agents of the Provider.
- 3) Provider shall protect, indemnify, and hold harmless Hospital, its officers, directors, employees, affiliates, agents, parent, subsidiaries, management company and affiliates, from and defend against any and all claims, demands, actions, settlements, costs, damages, judgments, liability, and expense of any kind arising out of, based on, or resulting from injuries or damages to persons or property in connection with Provider's performance pursuant to the Agreement or based on Provider's breach of this Agreement (collectively "Damages"), to the extent the damages are caused by the negligence, willful misconduct, or intentional acts of the Provider. The indemnification obligation does not apply to that portion of the claim arising from the negligence, willful misconduct, or intentional acts of the Hospital.
- 4) Hospital shall protect, indemnify, and hold harmless Provider, its officers, directors, employees, affiliates, agents, parent, subsidiaries and affiliates, from and defend against any and all claims, demands, actions, settlements, costs, damages, judgments, liability, and expense of any kind arising out of, based on, or resulting from injuries or damages to persons or property in connection with Hospital's performance pursuant to the Agreement or based on Hospital's breach of this Agreement (collectively "Damages"), to the extent the damages are caused by the negligence, willful misconduct, or intentional acts of the Hospital. The indemnification obligation does not apply to that portion of the claim arising from the negligence, willful misconduct, or intentional acts of the Provider.

#### Section VI – Miscellaneous

- 1) Review Required/Entire Agreement/Counterparts. Neither this Agreement, nor any amendment hereto shall be of force or effect unless having been first electronically reviewed and approved by a Division President of Community Health Systems Professional Services Corporation, Hospital's Management Company, and by Hospital's In-House Legal Counsel. The Agreement, including the Face Sheet attached hereto and incorporated herein by reference, contains the entire agreement of the parties and supersedes any and all prior agreements between the parties, written or oral, relating to the subject matter hereof. This Agreement may not be changed or terminated orally, but may only be changed by an agreement in writing signed by the party or parties against whom enforcement of any waiver, change, modification, extension, discharge, or termination is sought. Any change, amendment, or modification to this Agreement must be both executed by the Chief Executive Officer of Hospital or such officer's designee and be electronically reviewed and approved a Division President of Community Health Systems Professional Services Corporation, Hospital's Management Company, and by Hospital's In-House Legal Counsel for such amendment or modification to be binding on Hospital. The Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 2) This Agreement shall be binding on and inure to the benefit of the parties, and their respective successors and assigns.
- 3) **Assignment.** Provider shall not assign this Agreement or any portion hereof and shall not delegate any duties under this Agreement, without the prior written consent of the Hospital, which consent may be withheld for any reason, or for no reason. Hospital may assign all or any portion of this Agreement to an affiliate of Hospital or other assignee by providing written notice to Provider, which assignment shall forever release Hospital as to any future obligations hereunder.
- 4) Governing Law, Venue, and Waiver of Jury Trial. This Agreement will be governed by, interpreted, and enforced in accordance with the laws of the State of Arizona, without giving effect to the conflict of laws rules that would apply the substantive law of another jurisdiction. Venue for any action concerning this Agreement shall be in the county in which Hospital is located. In the event that such action is brought in or removed to a federal court and no federal court of competent jurisdiction is located within such county, venue for such action shall lie in the nearest county in which a federal court of competent jurisdiction is located. THE PARTIES KNOWINGLY, UNCONDITONALLY, AND ABSOLUTELY WAIVE THE RIGHT TO A JURY TRIAL WITH RESPECT TO ANY CLAIMS ARISING FROM THIS AGREEMENT. This unconditional jury waiver is a material portion of the consideration provided by Provider to Hospital to induce Hospital to enter into this Agreement.
- 5) All notices, demands and other communications hereunder shall be deemed to have been duly given if delivered by hand or mailed, certified or registered mail, with postage prepaid, at the addresses listed below:

TO HOSPITAL:

TO PROVIDER:

American Medical Response Legal Department 6200 S. Syracuse Way, Suite 200 Greenwood Village, CO 80111

- 6) **No Sanction.** Neither Provider, nor any of Provider's owners, partners, members, shareholders, directors, employees, contractors, agents or any of its personnel (i) are currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. § 1320a-7b(f) (the "Federal health care programs"), (ii) have been debarred, suspended, or excluded by any federal agency, (iii) have been convicted of a criminal offense related to the provision of health care items or services; or (iv) are under investigation or otherwise aware of any circumstances which may result in Provider, any such person, or any of its personnel providing being excluded from participation in the Federal health care programs, or debarred, suspended, or excluded by an federal agency. This is an ongoing warranty and representation, and Provider must immediately notify Hospital of change hereto. A breach of this provision shall be a material breach of this Agreement.
- 7) No Referrals Required/Regulatory Compliance. The parties expressly agree that nothing contained in the Agreement shall require Provider to refer or admit any patients to, or order any goods or services from Hospital. Notwithstanding any unanticipated effect of any provision of the Agreement, neither party will knowingly or intentionally conduct itself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 U.S.C. §1320a-7b).
- 8) Confidential and Proprietary Information. As used in this Agreement, (i) the term "Confidential Information" means any and all information (in whatever form, whether written, oral, electronic, or otherwise) of Hospital relating to Hospital or Hospital's medical practice or business including, without limitation, the name and address of any patient of Hospital, patient records, medical records, charts, files, books, records, fee schedules, methods of operation, business plans, strategies, strategic plans, software databases, existing or contemplated managed care or other payor contracts or the terms thereof of other relationships with payors, financial information, trade secrets, or employee matters, and (ii) the term "Proprietary Information" means any and all trademarks, trade names, services marks, and copyrighted or patented materials (including, without limitation, Hospital's names and/or logos associated therewith) acquired by Hospital or used in the medical practice or business of Hospital. Provider agrees: (1) that the Confidential Information and Proprietary Information are vital to the business and financial success of Hospital and that unauthorized disclosure or use of same would seriously and adversely affect the medical practice and business of Hospital; (2) that all Confidential Information and all Proprietary Information are and shall remain the sole property of Hospital and that Provider does not and shall not have any ownership interest therein; (3) that all of the Confidential Information is confidential to. and trade secrets of, Hospital; (4) to maintain the confidentiality of all Confidential Information and not to disclose, divulge, communicate, or otherwise use any Confidential Information or any Proprietary Information except solely as necessary for the performance of Provider's duties under and in accordance with the terms of this Agreement or as otherwise expressly consented to in writing by Hospital; and (5) that if a dispute or controversy arising from or relating to this Agreement is submitted for adjudication to any court or other third party, the preservation of the secrecy of Confidential Information or Proprietary Information may be jeopardized and, accordingly, all pleadings, documents, testimony, and records relating to any such adjudication will be maintained in secrecy and will be available for inspection by Hospital, Provider, and their respective counsel and experts, who will agree, in advance and in writing, to receive and maintain all such information in secrecy, except as may be limited by them in writing.
- 9) **Confidentiality**. All confidential information shall be treated by Parties as strictly confidential and shall not be disclosed voluntarily or involuntarily, or otherwise made available to a non-party without prior express written permission or unless otherwise authorized or required by law.

- 10) **HIPAA Compliance.** Provider agrees not to use or disclose any Protected Health Information or Individually Identifiable Health Information (as defined in 45 CFR Part 160) (collectively, the "Protected Health Information") concerning any patient of Hospital other than as expressly permitted by this Agreement, the HIPPA Privacy Rule (45 CFR Part 160, and subparts A and E of Part 164), and Arizona law. Provider shall comply with all applicable federal and state laws and regulations, including those that relate to the privacy and security of patient information. Provider further agrees to comply with all policies, procedures, and directives of Hospital regarding the use and disclosure of Protected Health Information.
- 11) **Employee information**. Hospital shall not disclose confidential information unless required by law regarding Provider's employees and shall within a reasonable amount of time notify Provider in writing if it receives a request for information, subpoena or other legal request for records or information regarding any Provider employee unless providing said notification is prohibited by law.
- 12) **Binding Effect; No Third Party Rights.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and permitted assigns, and nothing in this Agreement, whether express or implied, is intended to confer any right or remedy on any other person or entity.
- 13) **Waiver**. No waiver of any failure by a party to comply with or perform any provision, covenant, or condition of this Agreement shall be valid unless such waiver is in writing and signed by the other party, nor shall any such waiver be deemed to be a waiver of any preceding of succeeding breach of the same or any other provision, covenant, or condition.
- 14) **Construction.** The headings set forth in this Agreement are for convenience only and shall have no bearing whatsoever on the interpretation of this Agreement.
- 15) **Severability.** In case any one or more of the terms or provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement, and this Agreement shall be construed so as to be enforceable to the maximum extent permissible by law.
- 16) Compliance with Laws. The parties enter into this Agreement with the intent of conducting their relationship in full compliance with all applicable federal, state, and local laws, including, without limitation, the federal Stark Law and regulations, the federal Medicare/Medicare anti-fraud and abuse statutes and regulations, the Health Insurance Portability and Accountability Act of 1996 ('HIPAA"), and the Health Information Technology for Economic and Clinical Health Act ("HITECH"). Notwithstanding any unanticipated effect of any of the provisions of this Agreement, neither party shall intentionally conduct itself under the terms and conditions of this Agreement in a manner that constitutes a violation of any law or regulation or in a manner that would jeopardize either party's participation in any federal or state health care program, including without limitation, Medicare or Medicaid. In the event any state or federal law or regulation, now existing or enacted or promulgated after the Start Date. is interpreted by judicial decision, a regulatory agency, or legal counsel of Hospital, in such a manner as to indicate that the structure of this Agreement is in violation of any such law or regulation Hospital and Provider shall amend this Agreement as necessary to comply with such law or regulation. The parties warrant and represent that the compensation paid to Provider hereunder is consistent with Fair Market Value for the services provided by Provider, and does not take into account the value of referrals or other business generated between
- 17) **Master Contract List.** This contract is identified on a master list of contracts maintained on an electronic database.

18) LEGAL REVIEW / NEGOTIATED INSTRUMENT. PROVIDER EXPRESSLY ACKNOWLEDGES THAT PROVIDER HAS BEEN ADVISED, AND HAS BEEN GIVEN THE OPPORTUNITY, TO REVIEW THIS AGREEMENT WITH PROVIDER'S OWN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT, AND PROVIDER HAS READ, UNDERSTOOD, AND AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT. THIS IS A NEGOTIATED INSTRUMENT AND SHALL NOT BE CONSTRUED AGAINST A PARTY AS A RESULT OF A PARTY HAVING DRAFTED THIS FORM.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the Effective Date.

Printed Name: Glenn Kasprzyk

HOSPITAL:

By:

Hospital CEO

Date: 81 2016

Date: 07/29/2016