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EMERGENCY BASE STATION AGREEMENT
(Banner Health Agreement Number 5322 02 40279)

THIS EMERGENCY BASE STATION AGREEMENT (the "Agreement") is entered into between **Banner Health, an Arizona nonprofit corporation d/b/a Banner Thunderbird Medical Center** ("MEDICAL CENTER") and **City of Glendale Fire Department** ("EMS AGENCY").

RECITALS:

A. The MEDICAL CENTER is a full service medical and surgical facility licensed by the State of Arizona and is desirous of improving its level of patient care by serving as an advanced life support ("ALS") base medical facility for the EMS AGENCY.

B. EMS AGENCY desires to utilize the MEDICAL CENTER as a base hospital medical facility and to receive MEDICAL CENTER administrative medical control and on-line supervision of EMS AGENCY's Pre-Hospital Providers rendering emergency care to persons.

THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties covenant and agree as follows:

1. MEDICAL CENTER Responsibilities.

1.1 MEDICAL CENTER shall identify an emergency physician (the "Emergency Physician") as the Medical Director who shall be responsible for administrative medical direction of all emergency medical technicians and individuals licensed or certified to render on-scene emergency medical care ("EMTs", "Paramedics", "Registered Nurses" hereinafter referred to as the "Pre-Hospital Providers" assigned to the MEDICAL CENTER.

1.2 MEDICAL CENTER shall provide at least one (1) Emergency Physician who shall function as the medical control authority and shall be physically present twenty-four (24) hours a day in the MEDICAL CENTER's Emergency Department. Such physician shall be knowledgeable of the capabilities and limitations of ALS personnel as well as established standing orders and treatment, triage and communication protocols. The Emergency Physician shall have either advanced emergency cardiac life support, advanced trauma life support, pediatric emergency care or American Board of Emergency Medicine ("ABEM") certification, Arizona Board of Osteopathic Examiners in Medicine or Surgery or have completed an emergency medicine residency. The Emergency Physician may designate a nurse who may function as intermediary for on-line medical supervision of Pre-Hospital Providers under the direction of the Emergency Physician (the "Nurse Intermediary").

1.3 MEDICAL CENTER shall appoint a qualified individual to oversee and monitor Pre-Hospital Providers in the performance of the shared responsibilities between EMS AGENCY and MEDICAL CENTER related to defined pre-hospital care activities, (e.g. review of certifications, training, education, and skill levels) (the "Pre-Hospital Manager"). The Pre-Hospital Manager shall be either an Emergency Physician or Emergency Department registered nurse who shall be available to address all pre-hospital issues during reasonable business hours.

1.4 MEDICAL CENTER shall provide administrative medical direction, on-line medical direction, and on-line medical supervision to EMS AGENCY's Pre-Hospital Providers who are assigned to the MEDICAL CENTER.

1.5 MEDICAL CENTER, shall appoint a Continuous Quality Improvement Committee which shall:

1.5.1 Meet at least semi-annually, keep regular meeting minutes, evaluate complaints, develop continuing education courses and work collaboratively on quality management issues, and provide updates on pre-hospital issues which affect the MEDICAL CENTER or EMS AGENCY.

1.5.2 Develop a conflict resolution procedure that:

1.5.2.1 Investigates and resolves patient, physician, Pre-Hospital Manager and Nurse Intermediary complaints about the EMS AGENCY, its procedures, and EMS AGENCY's Pre-Hospital Providers; and

1.5.2.2 Investigates and resolves EMS AGENCY complaints about the MEDICAL CENTER, its procedures, the Medical Director, Emergency Physicians, Nurse Intermediary, Pre-Hospital Manager or other MEDICAL CENTER personnel.

1.5.3 Develop written policies and procedures for the following in compliance with ADHS:

1.5.3.1 Withdrawal or suspension of medical direction.

1.5.3.2 Notifying the EMS AGENCY and the Pre-Hospital Providers of any withdrawal or suspension of medical direction.

1.5.4 Establish and enforce written medical direction requirements for the Pre-Hospital Providers.

1.5.5 Develop a procedure to propose a corrective action plan when review of cases indicates a lapse in following protocols or procedures.

1.6 MEDICAL CENTER shall establish a procedure for replenishing pharmaceutical supplies expended during the treatment of any patients transported to the MEDICAL CENTER.

1.6.1 Items in the drug box are restricted to those identified in Arizona Administrative Code R9-25-503, Table 1, or under an emergency rule by the Arizona Department of Health Services ("ADHS") Bureau of Emergency Medical Services. Exceptions can be made by the Medical Director for pilot studies, expanded scope of practice, such as; HazMat paramedics, Tactical Operating Unit paramedics, Wilderness paramedics, Wildland paramedics, or EMTs of all levels in a disaster situation.

1.6.2 MEDICAL CENTER and EMS AGENCY shall adhere to the drug box implementation procedures contained in R9 25 503 of the ADHS regulations.

1.6.3 MEDICAL CENTER shall establish and implement a procedure which meets applicable federal and state requirements to assure the appropriate disposal of contaminated waste expended during the treatment of any patients transported to any other medical facility. EMS AGENCY may dispose of such waste at the MEDICAL CENTER.

1.7 MEDICAL CENTER may provide supervised clinical training to ALS personnel as agreed upon by the Medical Director and the EMS AGENCY.

1.8 MEDICAL CENTER may provide continuing education as deemed necessary by the Medical Director, Pre-Hospital Manager or the EMS AGENCY.

1.9 MEDICAL CENTER shall have operational radio and biotelemetry equipment (if applicable) and tape recording devices compatible with the EMS AGENCY. Such equipment shall be located in the Emergency Department and will assist in providing direct communication with Pre-Hospital Providers.

1.10 MEDICAL CENTER shall have a dedicated telephone line for Pre-Hospital Providers to contact the Emergency Department.

1.11 MEDICAL CENTER shall utilize and adhere to medical control plans adopted by the local Arizona Emergency Medical Services ("AEMS") coordinating system.

1.12 MEDICAL CENTER agrees to participate in the EMS AGENCY's quality management program by providing review, consultation and/or medical direction when deemed necessary by MEDICAL CENTER or as requested by the EMS AGENCY and approved by the Medical Director.

2. EMS AGENCY Responsibilities.

2.1 EMS AGENCY shall only utilize Pre-Hospital Providers with valid certification by the ADHS Bureau of Emergency Medical Services as prescribed in Arizona Administrative Code, Title 9, Chapter 25, or licensed by the Arizona Board of Nursing.

2.2 EMS AGENCY shall verify that only Pre-Hospital Providers with valid certifications or licenses are assigned to the MEDICAL CENTER.

2.2.1 EMS AGENCY shall provide MEDICAL CENTER with an accurate written list of the names of each Pre-Hospital Provider currently assigned to the MEDICAL CENTER.

2.2.2 EMS AGENCY shall notify MEDICAL CENTER in writing within thirty (30) days of any termination, transfer or addition of any Pre-Hospital Providers. Notification shall include the names, certification expiration date, and the effective dates of employment, transfer or termination. EMS AGENCY shall provide MEDICAL CENTER with a copy of all applicable certifications for each assigned Pre-Hospital Provider.

2.2.3 EMS AGENCY shall provide communication equipment in good working order that allows MEDICAL CENTER to communicate with Pre-Hospital Providers in the field.

2.3 EMS AGENCY shall require its Pre-Hospital Providers to meet ADHS continuing education requirements for re-certification.

2.4 EMS AGENCY shall be responsible for the procedures used in responding to and giving assistance at the scene of an emergency, unless adherence to these policies would conflict with applicable MEDICAL CENTER procedures. MEDICAL CENTER medical control authorities shall assist EMS AGENCY's personnel by radio or phone communication when requested.

2.5 EMS AGENCY shall initiate a patient care report for each patient contact. When transported to a receiving facility, the patient(s), the record(s), and the care of the patient(s) shall immediately be transferred to that facility and become the responsibility of the receiving facility. EMS AGENCY shall provide the MEDICAL CENTER with copies of the patient care record in a timely manner.

2.6 EMS AGENCY shall allow ride-along privilege to MEDICAL CENTER medical control authorities and intermediaries for experience and observations.

2.7 The EMS AGENCY agrees to provide representation and participation in the base Hospital Continuous Quality Improvement Committee.

3. Term. **The term of this Agreement shall be effective as of December 01, 2013 and continue through November 30, 2018** unless otherwise terminated as provided for herein. This Agreement may be terminated at any time with or without cause by either party providing thirty (30) days written notice to the other party. Either party may terminate this Agreement immediately in the event of material breach of the terms of this Agreement by providing written notice to the party in breach.

4. Additional Requirements.

4.1 Independent Contractor Status. EMS AGENCY shall at all times be deemed to be an independent contractor. Its employees shall not be regarded as employees or agents of MEDICAL CENTER for the payment of any employer taxes such as FICA, unemployment, and worker's compensation; MEDICAL CENTER shall not be responsible for those taxes or any fringe benefits for the EMS AGENCY's employees. Further, the employees of EMS AGENCY shall not be regarded as employees of MEDICAL CENTER with respect to any intentional or negligent activity in which they may be involved or for any other purpose.

4.2 Mutual Indemnification. Each party shall indemnify and save harmless the other for, from and against all actions, liabilities, losses, damages, claims and demands whatsoever, including costs, expenses and attorney's fees resulting from or claimed to have resulted from any intentional or negligent acts or omissions of the other party or its employees or agents engaged in the work under this Agreement at the time of the event or occurrence upon which such actions, claims or demands are based. Where both MEDICAL CENTER and EMS AGENCY, including their respective employees or agents, participated in the liability causing event, each party shall contribute to the common liability a pro rata share based upon its relative degree of fault.

4.3 Insurance. Both parties agree to secure and maintain in force during the term of this Agreement comprehensive general liability, including blanket contractual liability and automobile insurance coverage's, in addition to professional liability insurance with minimum limits of one million dollars ($1,000,000.00) per occurrence and three million dollars ($3,000,000.00) in the aggregate. Both parties shall maintain in place worker's compensation insurance coverage as required by federal and state law. Upon request, each party agrees to provide certificates of insurance which state that the above coverage's are in force and will continue in force throughout the term of this Agreement except that a thirty (30) day prior written notice of expiration, cancellation or substantial change shall be given to the other party. For purposes of this section, Medical Center acknowledges that EMS AGENCY is self-insured up to the amount of One Million Dollars ($1,000,000.00) for these types of claims and expressly agrees that EMS AGENCY is not required to obtain insurance policy(ies) for these coverages.

4.4 Compliance with Employment Laws. EMS AGENCY agrees to comply with all federal, state, and local laws, regulations, ordinances, and orders governing immigration, equal employment opportunity, and affirmative action that are applicable to EMS AGENCY, including 42 U.S.C. Sec. 2000(e) et seq., the Civil Rights Act of 1964, the Civil Rights Act of 1991, Sections 503 and 504 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, the Immigration Reform Act of 1986, the Americans with Disabilities Act, Executive Order 11246 of September 24, 1965, Executive Order 13496 of January 30, 2009, and all amendments and applicable regulations pertaining to any of them, including 41 C.F.R. §§ 60.1.4(a)(7), 60-250.5, 60-300.5 and 60-741.5 (imposing anti-discrimination and affirmative action requirements) and 29 C.F.R. Part 471, appendix A to subpart A.

4.5 Modification Based Upon Change in Law or Interpretation Thereof. If there is a change in any federal or state law, regulation or rule which affects the Agreement or the activities of either party under this Agreement, or any change in the judicial or administrative interpretation of any such law, regulation, or rule and either party reasonably believes in good faith that the change will have a substantial adverse affect on that party's business operations or its rights or obligations under this Agreement, then the party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Agreement. If the parties are unable to reach an agreement concerning the modification of this Agreement within the earlier of forty five (45) days after the date of the notice seeking renegotiation or the effective date of the change, or if the change is effective immediately, then either party may immediately terminate this Agreement by written notice to the other party.

4.6 Regulatory Termination. If, prior to the expiration of the term of this Agreement, any federal, state or local regulatory body, including but not limited to The Centers for Medicare and Medicaid Services (CMS), Department of Health and Human Services (HHS) or the Internal Revenue Service (IRS) determines that this Agreement is illegal or jeopardizes MEDICAL CENTER's tax exempt status or otherwise materially affects either party's business, then the affected party shall give the other party such notice as is reasonable in the circumstances and shall make available a reasonable period within which to cure. If no cure is implemented by the parties, then MEDICAL CENTER, in its discretion may terminate this Agreement with such notice as is reasonable under the circumstances.

4.7 Notice. Any notice required to be given under this Agreement shall be in writing, and shall be deemed delivered when personally delivered or three (3) days after the same is sent by certified mail, postage prepaid, as follows:

If to EMS AGENCY:	EMS Deputy Chief City of Glendale 5800 West Glenn Drive Suite 300 Glendale AZ 85301
Copy to:	Glendale City Attorney 5850 West Glendale Avenue Glendale AZ 85301
If to MEDICAL CENTER:	Chief Executive Officer Banner Thunderbird Medical Center 5555 West Thunderbird Road Glendale AZ 85306
Copy to:	Senior Vice President/General Counsel Banner Health 1441 North 12th Street Phoenix AZ 85006 2837

4.8 Compliance with HIPAA. MEDICAL CENTER is required to comply with the Standards for Privacy of Individually Identifiable Information under the Health Insurance Portability and Accountability Act of 1996 contained in 45 CFR Parts 160 and 164 (the "HIPAA Privacy Standards"), as of the effective date of the HIPAA Privacy Standards on April 14, 2003 or as later determined. If this Agreement must be amended to secure such compliance, the parties will meet in good faith to agree upon such amendments. If the parties cannot agree upon such amendments, then any party may terminate the Agreement upon thirty days written notice to the other party.

4.9 Confidentiality. EMS AGENCY, its employees and agents shall keep confidential all knowledge, information and documents entrusted to its care by MEDICAL CENTER. Neither EMS AGENCY, its employees nor agents shall disclose any knowledge, information or documents entrusted to it by MEDICAL CENTER to any person, firm or corporation other than the person, firm or corporation designated by MEDICAL CENTER. Knowledge, information and documents entrusted by MEDICAL CENTER to EMS AGENCY may include, but are not limited to, the names of vendors and the terms and conditions (including financial information) with vendors, the names of patients and the terms and conditions (including financial information) of agreements with or for the benefit of patients and all medical records and information.

4.10 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party. If consent to an assignment is obtained, this Agreement is binding on the successors and assigns of the parties to this Agreement. Notwithstanding any provision of this Agreement to the contrary, MEDICAL CENTER shall have the right to assign or otherwise

transfer its interest under this Agreement to any "related entity." For the purposes of this section, a related entity shall be deemed to include a parent, subsidiary, any entity that acquires all or substantially all of MEDICAL CENTER'S assets or operations relating to this Agreement, and the surviving entity of any merger or consolidation involving MEDICAL CENTER. Any assignment to a related entity shall not require the consent or approval of EMS AGENCY in order to be effective. EMS AGENCY may elect to sever this Agreement without notice if any assignment of this Agreement is deemed by the EMS AGENCY, in its reasonable discretion, to not be in the best interest of the EMS AGENCY.

4.11 Integration. This Agreement contains the entire agreement between the parties. All prior negotiations between the parties are merged in this and there are no understandings or agreements other than those incorporated herein. This Agreement may not be modified except by written instrument signed by both parties.

4.12 Force Majeure. In case performance of any terms or provisions hereof (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state or federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workers, fires, floods, acts of God, or any other reason which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues, and extend the term of this Agreement for the period of such suspension of performance of duties hereunder.

4.13 Severability. If any provision of this Agreement, or any application thereof to any person, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application thereof to other persons or circumstances, shall not be impaired, and shall be enforced to the fullest extent permitted by law.

4.14 Supersede and Replace. This Agreement is intended to supersede and replace any existing agreements between the parties with regard to the subject matter contained herein.

4.15 Transactional Conflicts of Interest. The parties hereto both acknowledge that this Agreement is subject to cancellation by EMS AGENCY pursuant to provisions of Section 38-511, Arizona Revised Statutes.

4.16 Definitions. Unless otherwise specified herein, the terms used in this Agreement shall have the same meanings as those defined in Arizona Administrative Code § R9-25-101.

4.17 Health Requirements for EMS AGENCY Personnel Receiving Additional Training at the Request of MEDICAL CENTER. For all EMS Agency personnel receiving additional training at the request of MEDICAL CENTER, EMS AGENCY shall at MEDICAL CENTER's request either provide proof of the following immunizations or require the personnel receiving the training to wear a mask (provided by MEDICAL CENTER) whenever in patient care areas at MEDICAL CENTER:

a) *Measles, Mumps, Rubella.* Titers for Measles, Mumps, and Rubella will be performed at the time of hire for all employees who do not have proof of prior immunization or disease (physician record of prior immunization or prior positive titer). Those born after January 01, 1942 and before January 1, 1957 are considered to be immunized if they received one (1) dose of live vaccine. Those born after January 01, 1957 are considered to be immune if they received two (2) doses of live vaccine after January 01, 1968 and after their first birthday. Before administering titer, assure that women of childbearing age are not pregnant. Schedule for immunization with MMR: initial injection with second injection one (1) month later.

b) *Varicella.* Titer performed at the time of hire for those without proof of immunity (either prior documented disease or prior documented immunization). For those without immunity, active immunization administered with initial dose, followed by second dose with four to eight (4-8) weeks of the first dose.

c) *TB screening test.* EMS AGENCY Personnel shall have either an annual TB skin test which shows a negative result or, if EMS AGENCY Personnel tests positive for TB, or has previously tested positive for TB, then EMS AGENCY shall for that Personnel submit proof of a chest x-ray performed since the first positive result, showing the lungs to be free from evidence of pulmonary tuberculosis or contagium, and an annual TB screening questionnaire completed and signed by the Personnel who tested positive. The TB screening questionnaire must either verify that the Personnel is asymptomatic for TB, or if it does not, then that Personnel must be examined by a physician and submit to MEDICAL CENTER a signed physician's declaration, dated later than the date on the annual TB screening questionnaire, stating that the Personnel is free from pulmonary tuberculosis or contagium.

d) *Annual Flu Immunization.* Immunization to influenza on or after September 01 and before December 01 of the calendar year during which the training occurs.

4.18 Conflict of Interest Disclosure. EMS AGENCY represents and warrants that neither EMS AGENCY nor any affiliate of EMS AGENCY nor any officers, directors, employees, partners, members, owners or shareholders of EMS AGENCY or any affiliate of EMS AGENCY is related to, affiliated in any way with, or employs (or otherwise has a compensation interest with) any officer, director or employee of MEDICAL CENTER.

4.19 No Federal Exclusion. EMS AGENCY hereby represents and warrants that EMS AGENCY and all personnel providing services under this Agreement are not and at no time have been excluded from participation in any federally funded health care program, including Medicare and Medicaid. EMS AGENCY hereby agrees to immediately notify MEDICAL CENTER of any threatened, proposed, or actual sanction or exclusion from any federally funded health care program, including Medicare and Medicaid. Such notice shall contain reasonably sufficient information to allow MEDICAL CENTER to determine the nature of any sanction. In the event that EMS AGENCY or any of EMS AGENCY'S other equity owners, members or employees is excluded from participation in any federally funded health care program during the term of this Agreement, or if, at any time after the Effective Date, it is determined that EMS AGENCY is in breach of this Section 4.19, MEDICAL CENTER shall terminate this Agreement, which termination shall be effective immediately upon notice to EMS AGENCY of such termination.

4.20 Regulatory Termination. If, prior to the expiration of the term of this Agreement, any federal, state or local regulatory body, including but not limited to The Centers for Medicare and Medicaid Services (CMS), Department of Health and Human Services (HHS) or the Internal Revenue Service (IRS) determines that this Agreement is illegal or jeopardizes MEDICAL CENTER's tax exempt status or otherwise materially affects either party's business, then the affected party shall give the other party such notice as is reasonable in the circumstances and shall make available a reasonable period within which to cure. If the parties implement no cure, then MEDICAL CENTER, in its discretion may terminate this Agreement with such notice as is reasonable under the circumstances.

4.21 Non-Exclusive Agreement. This Agreement is not exclusive. Accordingly, MEDICAL CENTER shall have the right to enter into one or more agreements relating to the same or similar matters as are covered by this Agreement and execution by MEDICAL CENTER of such Agreements shall not constitute a breach of this Agreement.

4.22 Access to Records for Government Inspection. EMS AGENCY agrees until the expiration of four (4) years after the furnishing of services to be provided under this Agreement, to make available

upon written request, to the Secretary of Health and Human Services or upon request, to the Comptroller General of the United States of America or any of their duly authorized representatives, the contracts, books, documents and records that are necessary to certify the nature and extent of reimbursable costs under the Medicare laws. If EMS AGENCY carries out any of the agreements under this contract through a subcontract with a value or cost of ten thousand dollars ($10,000.00) or more over a twelve (12) month period with a related organization, such subcontract shall contain a requirement identical to that set forth in the preceding paragraph.

4.23 Governing Law. This Agreement shall be governed by the internal substantive laws of the State of Arizona, without regard for conflicts of laws.

4.25 No Physician Ownership. The EMS AGENCY hereby expressly represents to MEDICAL CENTER that no physician or any member of a physician's immediate family owns or holds an ownership or financial interest in EMS AGENCY that is not the subject of an exception or "safe harbor" from applicable law, such as the exception for publicly-traded securities under 42 CFR 411.356(a).

4.26 Compliance. EMS AGENCY acknowledges that if EMS AGENCY (a) provides direct patient care items or services for which MEDICAL CENTER bills, or (b) performs billing or coding functions for MEDICAL CENTER, EMS AGENCY'S applicable employees and agents shall complete MEDICAL CENTER'S mandatory employee compliance lessons (initially and annually thereafter). Upon execution of this Agreement, EMS AGENCY shall provide MEDICAL CENTER with the e-mail address and phone number of a representative of EMS AGENCY so as to assist MEDICAL CENTER'S Ethics and Compliance Department in ensuring that such required training occurs.

4.27 Retention and Inspection of Records. All records shall be kept on file by EMS AGENCY for a period of four (4) years from the date the record is made. EMS AGENCY shall, upon reasonable notice, give MEDICAL CENTER or its authorized representative the privilege at a reasonable time of inspecting, examining, and auditing, during normal business hours, such of EMS AGENCY'S business records which are directly relevant to the financial arrangements. The cost of such inspection, examination, and audit will be at the sole expense of MEDICAL CENTER and such inspection, examination, and audit shall be conducted where said records are normally maintained.

4.28 Corporate Authority. The individual(s) executing this Agreement on behalf of, or as a representative for a corporation or other person, firm, partnership or entity, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the corporation, person, firm, partnership or other entity and that this Agreement is binding upon the entity in accordance with its terms.

4.29 Waivers and Amendments. No waiver of the enforcement or breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of the enforcement of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts. This Agreement may only be amended by a written document signed by all parties hereto.

4.30 Counterparts. This Agreement may be executed in one (1) or more copies or counterparts, each of which when signed shall be an original, but all of which together shall constitute one instrument.

4.31 Compliance with Regulations and Policies. EMS AGENCY shall comply with all standards applicable to the services described in this Agreement, including but not limited to the standards of (a) The Joint Commission, (b) federal, state and local government laws, rules and regulations,

and (c) third party payors. Whenever providing services or goods pursuant to this Agreement on MEDICAL CENTER premises, EMS AGENCY, its employees and agents shall comply with and observe all MEDICAL CENTER rules and regulations concerning conduct on MEDICAL CENTER premises. If any of the services or goods provided under this Agreement are services or goods for which MEDICAL CENTER may, directly or indirectly, obtain compensation or reimbursement from any governmental health program (e.g., Medicare, Medicaid, AHCCCS, TRICARE, or any successor entity), EMS AGENCY will comply with all government reimbursement requirements as specified by MEDICAL CENTER and shall assist MEDICAL CENTER in completing necessary documents and records for reimbursement.

4.32 Foreign Prohibitions. Each party respectively certifies to the best of its knowledge under A.R.S. §§ 35-391 et seq., and 35-393 et seq. that the party does not have, and during the term of this Agreement shall not have, "scrutinized" business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.

4.33 Notwithstanding the foregoing the parties acknowledge that subject this Agreement is subject to A.R.S. 41-4401 and hereby incorporates into this Agreement the statutorily-required provisions.

BANNER HEALTH,
an Arizona nonprofit corporation
d/b/a Banner Thunderbird Medical Center

By: Thomas C Dickson

Name: Thomas C. Dickson

Its: Chief Executive Officer

Signature Date: 12/5/13

CITY OF GLENDALE,
an Arizona municipal corporation

By: B Fischer

Name: Brenda Fischer

Its: City Manager

Signature Date: 12/18/13

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

City Attorney