

## CITY OF CASA GRANDE

### AMBULANCE TRANSPORTATION AGREEMENT

THIS AGREEMENT is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the CITY OF CASA GRANDE an Arizona municipal corporation (“City”), and SOUTHWEST AMBULANCE OF CASA GRANDE dba SOUTHWEST AMBULANCE, dba American Medical Response and/or AMR, an Arizona corporation (“Contractor” or “AMR”).

#### RECITALS

- A. Whereas, City desires to provide for the health, safety and general welfare of its citizens, residents, and inhabitants with respect to emergency Ambulance and medical transportation services, and;
- B. Whereas, City must often request emergency ambulance transportation for members of the public through the operation of its police and fire departments, and;
- C. Whereas, City desires to have contractor furnish such services and Contractor desires to receive any and all such request for services, and;
- D. Whereas, City and Contractor desire to enter into this Agreement on the terms and conditions hereinafter stated, and;
- E. Whereas, Contractor is the holder of a current Certificate of Necessity (CON) issued by the Arizona Department of Health Services (ADHS), to provide emergency Ambulance service within an approved service area that includes the City, and;
- F. Whereas, Contractor has approved ADHS sub-operation stations within their approved CON service area, including 501, 502, and 503 located in the City of Casa Grande,

#### AGREEMENT

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

- 1. Definitions.
  - a. The term “ALS/BLS Ambulance” as used in this Agreement shall mean an Ambulance that contains advanced life support and/or basic support systems, as those terms are defined by ADHS.
  - b. The term “ADHS” as used in this Agreement shall mean the State of Arizona Department of Health Services.
  - c. The term “EMS Service Area” as used in this Agreement shall mean all areas within the boundaries of the City within Contractor’s CON service area.
  - d. The term “Ambulance” as used in this Agreement shall mean vehicles used in the transport of those receiving Emergency Medical Service (EMS) meeting the requirements of Arizona law and ADHS regulations.

2. Condition to Effectiveness. This Agreement shall not be effective until all three of the following conditions are satisfied:
  - a. Final approval of this Agreement by the City and execution hereof by the City's authorized agent.
  - b. Final approval of this Agreement by the Contractor and execution hereof by the Contractor's authorized agent.
  - c. Final approval by ADHS.
3. Term. The agreement terms shall be effective retroactive to February 10, 2020 and ending February 10, 2022. The term may be automatically extended for up to TWELVE (12) additional months by written request of the City.
4. Cancellation. Either party, by giving 180 days of notice may terminate this Agreement. City and Contractor may mutually agree upon a cancellation period of less than 180 days.
5. Ambulance Service Requests. City shall dispatch to Contractor through City's designated Dispatch Center all requests for Ambulance service in the EMS Service area. Contractor shall be responsible for providing Ambulance transportation for all calls within the EMS Service Area when requested by the City. In the event Contractor advises City's designated dispatch agency that it is unable to respond to a request for service within the terms of this Agreement, City reserves the right in its sole discretion to dispatch requests to other EMS service providers.
6. Response Time. Contractor shall respond to all requests for Ambulance services dispatched by City for incidents arising within the EMS Service Area in accordance with the Contractor's response time requirements that conform to those approved by the Arizona Department of Health Services and set forth in Contractor's CON. "Code 3 Call" shall mean a call in which the use of red lights and sirens are requested by the City's 9-1-1 Emergency Dispatch Center at the time of initial request and are used up and until arrival on scene of an incident. Code 3 Calls must be responded to within 10 minutes and 59 seconds or less 90% of the time. "Code 2 Call" shall mean a call in which the use of red lights and sirens are not requested by the City's 9-1-1 Emergency Dispatch Center. Code 2 Calls must be responded to within 20 minutes 59 seconds or less 90% of the time.
  - a. A call in which the initial request by the City's 9-1-1 Emergency Dispatch Center was for a code 3 call, but was downgraded by the City's personnel to a code 2 call prior to arrival on the scene must be responded to within 20 minutes 59 seconds.
  - b. A call in which the initial request by the City's 9-1-1 Emergency Dispatch Center was for a Code 2 call but was upgraded by the City's personnel to a Code 3 Call must be responded to within 10 minutes and 59 seconds.
  - c. Notice of Extended Response Time. Contractor shall notify the City's Public Safety 9-1-1 Emergency Dispatch Center at time of dispatch or at the earliest indication, the possibility of an extended Code 3 (with lights and sirens) response time greater than 11 minutes 59 seconds.
  - d. Notice of Prolonged Response Time. Contractor shall notify the City's Public Safety 9-1-1 Emergency Dispatch Center, at time of dispatch or at the earliest indication, the possibility of a prolonged Code 2 (without lights and siren) response time greater than 21 minutes 59 seconds.
  - e. Multiple Ambulances. When the City's 9-1-1 Emergency Dispatch Center requests Contractor to respond with multiple ambulances on a single incident, the Contractor will be responsible for meeting the identified response time requirements for the first arriving Ambulance.

- f. The Contractor agrees to notify the 9-1-1 Emergency Dispatch Center of a late response time as soon as the Contractor is made aware of the delay.
  - g. The Contractor may occasionally staff one Ambulance at a BLS Service Level. The Contractor will notify the City Fire Department's On-Duty Chief of the change in status. In the case of an MCI all available ALS and BLS units will be used.
7. Locations. At all times Contractor shall comply with sub-operation station requirements pursuant to the rules and regulations set by ADHS
8. Emergency Standby. Contractor agrees to provide an Ambulance for emergency scene standby, at no charge to City, when a fire or police incident commander has reason to believe a life-threatening emergency situation warrants an Ambulance standby.
9. Transfer Policy. The City shall advise Contractor of the status of any injured person at an emergency incident. To provide for the transfer of responsibility for the care of such person or persons. City and Contractor hereby establish and agree upon the Patient Transfer Procedures attached hereto and incorporated herein as Exhibit A, specifically detailing such procedures. Transfer procedures may from time to time be amended by mutual written agreement of City and Contractor. In situations that require Fire Department personnel to accompany a patient in Contractor's vehicle, Contractor agrees to return those personnel to their respective fire stations or units upon the transfer of patient care subject to emergency system demands. If the Contractor is returning the City's Paramedic back to their station or in the City, the ambulance will remain available and in-service to respond to the next call if requested.
10. Equipment and Supplies. Contractor shall be solely responsible for providing all of the emergency medical equipment and supplies necessary for Contractor to perform under this Agreement. The equipment and supplies shall be current in nature and maintained in accordance with standard medical practices, the laws of the State of Arizona, and regulations of ADHS.
11. Disposable Medical Supplies. Contractor shall provide appropriate disposable medical supplies on each Assigned Unit. For calls that result in patient transports on Contractor's ambulances, Department's disposable supplies shall be replaced by Contractor at fair market value at a flat rate per call that is calculated at the end of each month. Commencing on the Date of the Agreement becomes effective and continuing for the six (6) month period immediately thereafter, Department shall exchange data with the Contractor regarding their cost of disposable medical supplies. Within such six (6) month period. Department and Contractor shall negotiate in good faith to determine and agree upon the fair market value for Contractor's replacement of disposable medical supplies used during transports at the agreed upon fair market value for the term of this Agreement on a monthly basis.
12. Management and Supervisors. Contractor shall hire and maintain properly educated, trained and experienced personnel to serve in Contractor's managerial and supervisory positions.
13. Attendants. Contractor shall hire, train, and supervise all medical attendants in accordance with laws of the State of Arizona and regulations of ADHS. Attendants shall be properly certified Emergency Medical Care Technicians (EMCT) for BLS Ambulances or (EMCT-P) Paramedic for ALS Ambulances.
14. Drivers. Contractor shall hire, train, and supervise all driver attendants of Ambulances in accordance with the laws of the State of Arizona and regulation of ADHS. Drivers shall be properly

certified at the level of Emergency Medical Technician (EMT) or higher and have completed an emergency driver-training program and possess and appropriate driver's license.

15. Solicitation of Information. Contractor shall have the right to solicit information about a patient's accident and/or hospitalization insurance. No attempt shall be made to collect any service or equipment fee from the patient, patient's relatives, or any responsible party until the patient has been accepted at the receiving hospital. However, this shall not prohibit Contractor from soliciting authorization for transport from a prepaid medical plan such as AHCCCS, etc., as long as the solicitation of such authorization does not compromise or detrimentally affect patient care.
16. Cost of Service. AMR is required by the Arizona Department of Health Services to charge only the rates approved for the level of service provided at the time of transport. These rates change from time to time and the approved rates schedule reflects those rates and charges in force on the effective date of this agreement. City is not responsible for non-payment of bills by individuals or other responsible parties for whom patient care and transportation services have been rendered by the Contractor. The current General Public Rates and Charges approved by the Arizona Department of Health Services can be accessed on the internet at:  
<https://www.azdhs.gov/documents/preparedness/emergency-medical-services-trauma-system/ambulance/ground/rates/2021/ground-ambulance-rates-jan-2021.pdf>
17. ALS Service Compensation. For each instance where Contractor provides transportation of a patient to whom the City's Paramedics render ALS Services during transportation in an ALS unit, Contractor agrees to pay the City SEVENTY (\$70) dollars for such ALS services. For each instance where Contractor provides a BLS transportation unit for a patient to whom requires the City's Paramedics to render ALS Services during transportation, Contractor agrees to pay the City 100% of the difference between the BLS base billing rate and ALS base billing rate regardless of call type.
  - a. Payment to City. Contractor shall provide payment to City within 45 days of receipt of City's invoice. Upon termination or expiration of the Agreement, Contractor shall not be liable for an ALS charges by City for services performed after the termination or expiration date of the Agreement. Contractor's liability for ALS services performed prior to the termination or expiration date shall not be affected by such termination or expiration and Contractor shall pay for all such services within 45 days of receipt of City's invoice. The parties expressly intend that payments shall be due and payable for all services provided by City during the Term of this Agreement, regardless of the date the Agreement becomes effective. This provision shall survive the expiration or termination of the Agreement.
  - b. Qualification of Paramedics employed by or contracted for by City: The firefighter paramedics employed by or contracted for by City described herein shall at all times be properly certified in accordance with the laws of the State of Arizona and the Rules and Regulations of ADHS. No personnel employed by or contracted for by City providing ALS service as described herein shall be considered an employee of Contractor. City or its contracted fire protection provider shall have the total responsibility for all salaries, wages, bonuses, retirements, withholdings, worker's compensation and occupational diseases compensation insurance, unemployment compensation, other benefits and all taxes and premiums appurtenant thereto and all other appropriate insurance concerning the personnel employed by or contracted for by City who provide ALS services as described herein.
  - c. In those instances where Contractor provides transportation of a patient to whom City's Paramedics render ALS Services during transportation, Contractor shall bill the patient for the ALS Services provided to the patient by City's Paramedics. The billing shall be equal

to the ALS base rate and other rates, fares and charges permitted and authorized by law and/or the Arizona Department of Health Services. City's Paramedic personnel in accordance with standards established by Contractor and require by third party payers, including Medicare, must appropriately document ALS services.

- d. City's Paramedics shall at all times be properly certified in accordance with the laws of the State of Arizona and the Rules and Regulations of the Arizona Department of Health Services. At Contractor's request, the City shall supply Contractor with a list and certification its personnel that provide services. If at any time it is found that the City's Paramedics are to be out of compliance with their State requirements as a Certified Paramedic, the City must contact the Contractor as soon as possible.
- e. The City's ALS paramedics are at all times required to maintain ALL certifications as required by ADHS at the Paramedic level. If at any time it is found that a City's ALS Paramedic's not certified or loses his/her certification, AMR will be notified as soon as possible. Any damages or reimbursements to any patients, commercial, State and Federal payors that are incurred as a sole result of a City ALS paramedic providing services without proper certification will be the sole responsibility of the City.
- f. The City, on a monthly basis, will provide a listing of all transports where ALS Services by the City's Paramedics were required for effective patient care and City Paramedic accompanied the patient to the health care facility. This list shall include the date of service, address of pick-up location, call number, and if it's ALS. Contractor and City shall review the completeness of required documentation and final determination shall be agreed upon by both Contractor and City as to the appropriateness of an ALS Service classification.

#### 18. Insurance.

- a. Contractor shall carry all insurance with respect to the Ambulances and personnel engaged in the performance of Contractor's duties under this Agreement as required by ADHS and all federal and state statutes and rules.
- b. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the term of the Contract is satisfactorily completed and formally accepted. Failure to do so may constitute a material breach of this Contract, at the sole discretion of City. Contractor shall maintain in full force and effect, at no cost and expense to the City, during the term of this Agreement, commercial general liability insurance in the amount of one million (\$1,000,000) dollars combine single limit for bodily injury and property damage and two million (\$2,000,000) dollars aggregate. The City shall be designated as an additional insured. Such insurance will not be cancelable except upon thirty days prior written notice to the City. Contractor shall provide annually a certificate of insurance showing evidence of the coverage required by this Section. Contractor may self-insure the above-described policy coverages if Agreement or its parent is of sufficient financial standing to provide such insurance.

#### 19. Indemnification.

- a. Contractor hereby agrees, at its sole expense, to fully indemnify, defend, and hold harmless City, for, from, and against any and all claims, suits, actions, liability and judgements for damages for actual or alleged injury to persons or property including loss of property due to an occurrence, whether or not such property is physically damaged or destroyed, wherein it is alleged that such injury or loss arises in whole or in part through

the acts or omissions of Contractor or City, of their officers, agents, employees or contractors in providing emergency ambulance and medical transportation services, or arises out of or is alleged to arise out of Contractor's failure to comply with the provisions of any statute, regulation or chapter of the Federal, State or local government applicable to Contractor and its business.

- b. This indemnification does not extend to claims, suits, actions, liability and judgments for damages for actual or alleged injury to persons or property wherein such injury arises in whole or in part through the acts or omissions of police officers or fire protection service providers employed by or contracted for by City while responding to an emergency scene to which Contractor has responded.
- c. Nothing herein shall be deemed to prevent City from participating in the defense of any litigation by its own counsel at Contractor's sole expense. Such participation shall not under any circumstances relieve Contractor from its duty of defense against liability or of pay any judgment entered against City.

20. Drug Free Workplace Program. Contractor shall maintain a drug free workplace in compliance with federal law.

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

22. Organizational Status. This Agreement is not intended to and shall not constitute, create, give rise to, or otherwise recognize a joint venture, partnership agreement or relationship, or any other formal business organization or association of any kind between the parties, and the rights and obligations of the parties shall be only those expressly stated in this Agreement. The parties hereby agree that no person supplied by Contractor in the performance of this Agreement shall be employee of City and further agree that no right of City's or its contracted fire protection service provider's civil service, retirement, or personnel rules shall accrue to such persons. Contractor shall have the total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation insurance, unemployment compensation, other benefits and all taxes and premiums appurtenant thereto concerning any persons supplied by Contractor in the performance of this Agreement.

23. Patient Information. Contractor hereby agrees to abide by all policies, standards, and security procedures established by ADHS or any other state or federal law relating to the release of information concerning the injured party to the extent such policies are not inconsistent with other legal requirements imposed on Contractor.

24. Resolution of Disputes. In the event that there is a dispute hereunder, the parties agree that there shall be a 45-business day moratorium on litigation during which time the parties agree to attempt to settle the dispute by nonbinding mediation before commencement of litigation. The mediation shall be held under the commercial mediation before commencement of litigation. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The

matter in dispute shall be submitted to a mediator mutually selected by Contractor and City. In the event that the parties cannot agree upon the selection of mediator within seven days, then within three days thereafter, the Contractor and City shall request the presiding judge of the Superior Court in and for the County of Maricopa, State of Arizona, to appoint an independent mediator. The mediator selected shall have at least five years of experience in mediating or arbitrating contract disputes. The cost of any such mediation shall be divided equally between Contractor and City. The results of the mediation shall be nonbinding on the parties, and any party shall be free to initiate litigation subsequent to the 45-business day moratorium.

25. Continuation During Disputes. Contractor hereby agrees that, notwithstanding the existence of any dispute between the parties or any other provisions of the Agreement, it shall continue to perform the obligations imposed on it under this Agreement during the continuation of any such dispute unless enjoined or prohibited by any court of jurisdiction or by order or decision issued by the Director of ADHS.
26. Boundary of City. Any references in the Agreement to geographical boundaries of City, and use of the phrase “within City” or similar terms shall in all respects be deemed to refer to the geographical area lying within the corporate boundaries of City as such boundaries may change from time to time during the term of this Agreement.
27. Attorney’s Fees. In the event of any litigation or other proceeding concerning Agreement, the prevailing party shall be entitled to recover their reasonable costs and attorney’s fees.
28. Controlling Law. This Agreement shall be construed in accordance with and shall be controlled by the laws of the State of Arizona.
29. Force Majeure. Neither party shall be liable for losses, defaults, or damages under this Agreement which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this Agreement, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.
30. Severability. If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a Federal, State, or local government having jurisdiction over this Agreement, such part, term, or provision thereof shall be severed from this Agreement and all other provisions shall remain in full force and effect.
31. Compliance with A.R.S. 35-393.01. Contractor acknowledges and agrees that it is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel and, furthermore, Contractor acknowledges that it has signed a written certification, which is attached hereto as Exhibit B and incorporated herein, to that effect.
32. Conflicts of Interest. This Agreement is subject to termination pursuant to the Arizona Revised Statutes 538-511 pertaining to the conflicts of interest.

IN WITNESS WHEREOF the parties hereto have placed signatures on the day and year first above written.

**CITY OF CASA GRANDE**

By: Larry D. Rains

Titled: City Manager

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**SOUTHWEST AMBULANCE OF CASA GRANDE, dba SOUTHWEST  
AMBULANCE, dba AMERICAN MEDICAL RESPONSE**

By: Edward B. Van Horne

Titled: President & CEO

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Attested:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

## **Exhibit A**

### **Patient Transfer Procedures**

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

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

Upon Ambulance arrival at the scene of a medical emergency where patient care is being provided by Fire Department personnel, the Ambulance crew shall report to the Command Officer of the scene for possible assignments to assist in any additional care. These subsequent arriving personnel must avoid duplicating any patient assessment or treatment already completed and shall work under the direction of the Officer in Command of the incident.

Fire department paramedic personnel shall remain in charge of patient care until it is specifically relinquished to ambulance personnel.

The patient's condition will determine the need for the Fire Department paramedic to accompany the patient in the ambulance and to the hospital. Contractor's and the Casa Grande Fire Department's physician medical director shall establish a policy on paramedic assist to guide this determination. Contractor shall be responsible to assure patient care during transport. The base station hospital will maintain control of the patient and will be the final authority regarding patient care once contact with the base station physician has been made.

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

- patient chief complaint
- all pertinent negative/positive physician findings and patient's current condition
- all patient treatment done up to the time of transfer,
- name and location of base station physician consulted and orders received (if applicable), and;
- patient destination

Fire Department shall provide a completed Fire Department EMS incident report signed by the Fire Department Paramedic.

All loading of patients into the Ambulance will be the responsibility of ambulance company personnel.

When requested by the Contractor, the fire department will provide additional personnel to assist during transport.

When the Ambulance has arrived on the scene of an EMS incident, prior to the arrival of a fire department unit, the officer in charge of the subsequently arriving fire department unit will seek out the Ambulance attendant in charge for a report on patient care that has already been provided. Following this report, the fire department officer may assume Command of the incident/patient.

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

Any modification to this Attachment must be reviewed and approved by DHS prior to implementation.

## PARAMEDIC RIDE-IN GUIDELINES

### PURPOSE:

The purpose of this document is to provide guidance in recognizing patient care situations that may require follow-up with a patient by an ALS Provider.

### GUIDELINE:

This document was developed after careful consideration of the following:

1. The patient's chief complaint and condition
2. Patient situations that may require the present of two ALS personnel during transport to a receiving facility
3. Location of receiving facilities
4. Ambulance staffing requirements

Consideration as to whether there is a need for the firefighter paramedic to accompany the patient during transport should be based on:

- Patient's condition and/or presentation
- Patient's medical history
- Mechanism of Injury
- Safety concerns

Recognizing that it is impossible to produce a comprehensive list of all possible patient situations, the following are provided as examples of situations that may require more than one ALS provider:

- Acute Stroke
- Altered Mental Status (altered for the patient)
- Cardiac Arrest requiring transport
- Respiratory Arrest
- Continuous IV infusion of a medication
- Electrical therapy used (e.g. synchronized cardioversion, defibrillation, or transcutaneous pacing)
- Eclampsia / pre-eclampsia
- Imminent childbirth
- Vaginal bleeding in pregnant patient with fetus of 24 weeks, or greater, gestation
- Medications administered without improvement or relief of symptoms
- Request of the ambulance paramedic
- Seizures
  - Adult – active seizure or status epilepticus
  - Pediatric – first time seizure, active seizure, unstable febrile seizure, or status epilepticus
- STEMI
- Trauma – all immediate transport (by injury) patients

Approved by Casa Grande Fire Dept.'s  
Medical Director

Approved by AMR's  
Medical Director

Signed \_\_\_\_\_

Signed \_\_\_\_\_

Printed Name: \_\_\_\_\_  
Medical Director

Printed Name: Daniel Stites, MD  
Medical Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "B" – A.R.S §35-393 and 35-393.01 CERTIFICATION**

Definitions contained in A.R.S. 35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
  - (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
  - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
  - (a) together with other investors that are not subject to this section.
  - (b) that are held in an index fund.
5. "Public entity" means this State, a political subdivision of this STATE or an agency, board, commission or department of this state or a political subdivision of this state.
6. "Public fund" means the state treasurer or a retirement system.
7. "Restricted companies" means companies that boycott Israel.
8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

**All offerors must select one of the following:**

\_\_\_\_\_ My company **does not** participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01.

\_\_\_\_\_ My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01.

By submitting this response, Contractor agrees to indemnify and hold the City, its agents and employees, harmless from any claims or causes of action relating to the City's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the City in defending such an action.

American Medical Response  
Company Name

8465 N. Pima Rd.  
Company Street Address

Scottsdale, Arizona 85258  
City, State, Zip

\_\_\_\_\_  
Signature of Person Authorized to Sign

Edward B. Van Horne  
Printed Name of Signatory

President & CEO  
Title of Signatory