

PROFESSIONAL SERVICES AND TRAINING AGREEMENT
(0485-02-243265)

This Professional Services and Training Agreement (this “Agreement”) is entered into effective as of the latest of the signature dates set forth below (the “Effective Date”), by and among the Arizona Board of Regents, a body corporate under the laws of the State of Arizona, for and on behalf of The University of Arizona (the “University”), Banner—University Medical Group, an Arizona nonprofit corporation (“B—UMG”), and The City of Peoria, an Arizona municipal corporation (the “City”).

RECITALS:

- A. The City provides basic life support (“BLS”) services, advanced life support (“ALS”) services, and ambulance transportation services twenty-four (24) hours per day, three hundred sixty-five (365) days per year.
- B. B—UMG employs and retains physicians who are licensed to practice medicine in the State of Arizona, trained in emergency medicine, and qualified to provide administrative medical direction to emergency medical care technicians, paramedics, and registered nurses.
- C. The City desires to obtain from B—UMG administrative medical direction of the City’s emergency medical care technicians, as defined in A.R.S. § 36-2201 (each, an “EMCT”, and, collectively, the “EMCTs”), who are rendering emergency care to persons in the City of Peoria, including associated automatic aid jurisdictions as defined by the Phoenix Regional Automatic Aid Consortium, and in other areas to which the EMCTs may be deployed, such as wildland fires, deployments under the Federal Emergency Management Agency, and mass casualty responses within the State of Arizona’s response system.
- D. The University provides educational and other administrative services in support of B—UMG physicians who provide such administrative medical direction.
- E. The City also desires to have the option to obtain such educational services from the University.
- F. This Agreement is, in part, an intergovernmental agreement between the University and the City pursuant to A.R.S. §§ 11-951 *et. seq.*

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

AGREEMENT:

- 1. B—UMG’s Responsibilities.
 - 1.1 B—UMG will identify one (1) or more emergency medicine physicians who are employed or retained by B—UMG (each, an “Emergency Medicine Physician”, and collectively, the “Emergency Medicine Physicians”) to serve as the Administrative Medical Director for the City (the “AMD”). The AMD will be responsible for the administrative medical direction of the EMCTs and the City’s registered nurses (“RNs”) assigned to B—UMG (the “Administrative Medical Director Services”). B—UMG will fulfill its obligation to provide the Administrative Medical Director Services under this Agreement solely through those Emergency Medicine Physicians who meet all of the qualifications set forth in Section 1.2 below, and who have been approved by the City in

advance to serve as the AMD and to provide the Administrative Medical Director Services pursuant to this Agreement. The City hereby grants initial approval of the Emergency Medicine Physicians listed on Exhibit A, which is attached hereto and incorporated herein by this reference.

- 1.2 B—UMG represents and warrants to the City that, at all times during the term of this Agreement, each Emergency Medicine Physician who is approved to serve as the AMD will:
 - a. Remain board eligible or board certified in the specialty of emergency medicine, having successfully completed a residency in emergency medicine in a program approved by the Accreditation Council for Graduate Medical Education (“ACGME”);
 - b. Remain board eligible or board certified in the subspecialty of emergency medical services (“EMS”) and/or have a minimum of ten (10) years of experience in the State of Arizona as an administrative EMS medical director of multiple fire/EMS agencies;
 - c. Possess and maintain an active faculty appointment at the University of Arizona College of Medicine-Tucson; and
 - d. Actively participate in the training and evaluation of future EMS medical directors through participation in an ACGME-approved EMS fellowship program.

- 1.3 The AMD may identify and appoint associate and/or assistant administrative medical directors as needed to carry out the full scope of the Administrative Medical Director Services for the City if approved by Peoria Fire-Medical Department (the “Department”). The AMD also will ensure that physicians will be available for consultation in the following subspecialty areas:
 - A physician from an advanced pediatric-prepared emergency center; and
 - A physician with a minimum of eight (8) years of experience and success conducting research in the prehospital setting with published EMS research in peer-reviewed scientific journals.

- 1.4 B—UMG will provide the Administrative Medical Director Services to the EMCTs who are assigned to B—UMG, as follows:
 - a. B—UMG will require the AMD to be knowledgeable regarding the capabilities and limitations of BLS and ALS personnel, established standing orders, and applicable treatment, triage, and communication protocols and guidelines.
 - b. B—UMG will provide a mechanism through which to provide on-scene medical oversight for a subset of patients when requested by the City.

- 1.5 The duties of the AMD will include, without limitation, the following:
 - a. Coordinating the provision of administrative medical direction to EMCTs;

- b. Ensuring that EMCTs receive administrative medical direction as required by A.R.S. Title 36, Chapter 21.1 and 9 A.A.C.25;
- c. Approving, ensuring implementation of, and annually reviewing treatment protocols, triage protocols, and communication protocols governing EMCT practices that are consistent with A.R.S. Title 36, Chapter 21.1, 9 A.A.C. 25, and each EMCT's scope of practice, as identified under Article 8 of 9 A.A.C. 25;
- d. Approving and annually reviewing policies and procedures governing medical record keeping, medical reporting, and completion and processing of prehospital incident history reports that are consistent with A.R.S. Title 36, Chapter 21.1, 9 A.A.C. 25, and each EMCT's scope of practice, as identified under Article 8 of A.A.C. Title 9, Chapter 25;
- e. Approving, ensuring implementation of, and annually reviewing policies and procedures governing the administrative medical direction of EMCTs, including all prehospital policies, procedures, and protocols;
- f. Reviewing A.R.S. Title 36, Chapter 21.1 and 9 A.A.C. 25 on an annual basis;
- g. Providing consultation for advanced training or special training required ("STR") skills for new EMCTs;
- h. Participating in ongoing EMS quality assurance/system improvement meetings with the City;
- i. Providing consultation on drug box discrepancies for the City;
- j. Providing input on instituting Arizona Department of Health Services ("ADHS"), regional or Department specific protocol changes;
- k. Ensuring prehospital protocols, policies, and procedures are up-to-date;
- l. Participating in continuous quality assurance/quality improvement programs for EMCTs;
- m. Being familiar with the protocol for emergency disasters for prehospital and hospital drills;
- n. Providing administrative medical direction for the Department's EMS activities, including ambulance operations, the treat and refer program and the emergency triage, treat, and transport ("ET3") program;
- o. Providing administrative medical direction for the Department's paramedic continuing education program;
- p. Serving as a consultant to the Department for ongoing evaluation of the Department's EMS programs;
- q. Providing input into the development and utilization of the City's immunization paramedic program;

- r. Providing medical direction for immunization clinics, exercises, and public health emergency immunizations, including for City employees;
 - s. Providing medical direction for the City's pandemic influenza response, including prescribing and distribution oversight for the City's pharmaceutical cache, not to include direct patient contact;
 - t. Serving as the medical director for the City's paramedic toxicology paramedic program;
 - u. Serving as the medical director for the City's special weapons and tactics paramedic program;
 - v. Assisting the Department or the assigned program manager with research, development, and continuous quality improvement for all respective programs and/or pilot projects;
 - w. Providing input in the administrative processes affecting local, regional, and state pre-hospital and healthcare systems;
 - x. Serving as the medical director for the Department's cardiopulmonary resuscitation ("CPR") training program, which provides CPR training to City personnel and the public;
 - y. Serving as the medical director for the City's public access automatic defibrillator program;
 - z. Representing the Department at local, regional, and state meetings as assigned;
 - aa. Provide necessary medical oversight for all medical personnel who may be involved in Department's EMS or community paramedicine/mobile integrated healthcare programs, such as nurse practitioners, physician assistants, social workers and other providers; and
 - bb. Working with the City's Deputy Chief of Medical Services to build on existing strengths and lead change in identified areas for progress and innovation.
- 1.6 B-UMG will provide dedicated, operational, and accessible communication equipment to the AMD and the Emergency Department Physicians that will allow on-line medical direction to be given to an EMCT. All telephone and radio communication between B-UMG or Banner–University Medical Center Tucson, on one hand, and the EMCTs, on the other hand, for the purpose of medical direction will be recorded.
- 1.7 B-UMG will participate in the City's quality management program by providing review, consultation, and/or medical direction when deemed necessary by B—UMG or as requested by the City and approved by the AMD.
- 1.8 B—UMG will assign at least one (1) AMD to ensure that educational content complies with state and national requirements for continued certification of the EMCTs and the RNs. The initial AMD assigned to ensure such compliance is Gail Bradley, M.D.

- 1.9 B—UMG may provide continuing education as deemed necessary by the City.
2. The University's Responsibilities.
 - 2.1 The University will provide administrative services to assist the AMD with the provision of the Administrative Medical Director Services.
 - 2.2 The University will provide EMS-subspecialty-advising services as needed. The City will communicate any needed services to the AMD who, in turn, will identify the appropriate services and facilitate the needed exchange of information among the parties.
3. The City's Responsibilities.
 - 3.1 The City will only utilize EMCTs with valid certification by ADHS's Bureau of Emergency Medical Services, as prescribed in Arizona Administrative Code, Title 9, Chapter 25, Article 4, or as licensed by the Arizona Board of Nursing, and will ensure that individual EMCTs are current with State of Arizona certifications and have appropriate qualifications necessary for recertification.
 - 3.2 The City will verify that only EMCTs with valid certifications or licenses are assigned to B—UMG, and will provide the following information to B—UMG:
 - a. The City will provide B—UMG with an accurate written list of the names of each EMCT currently assigned to B—UMG.
 - b. The City will notify B—UMG in writing: (i) annually of all EMCTs employed by the City; and (ii) within thirty (30) days of the termination, transfer, or addition of any EMCT. Notification will include the name(s), certification expiration date(s), and the effective date(s) of employment, transfer, or termination. Upon request, the City will provide B—UMG with a copy of all applicable certifications for each assigned EMCT.
 - 3.3 The City will provide communication equipment in good working order that allows B—UMG to communicate with EMCTs in the field.
 - 3.4 The City will be responsible for the procedures used in responding to and giving assistance at the scene of an emergency, unless adherence to such policies would conflict with B—UMG's procedures. B—UMG's medical direction authorities will assist the City's personnel by radio or phone communication when requested.
 - 3.5 The City will initiate a patient care report for each patient contact. When transported to a receiving facility, the patient(s), the patient care report(s) and the care of the patient(s) will immediately be transferred to the facility and become the responsibility of the receiving facility. The City will provide the AMD with access to the City's electronic health record system so records can be retrieved as needed for review.
 - 3.6 The City will allow ride-along privileges to B—UMG's medical direction authorities and intermediaries for experience and observation.

- 3.7 The City will establish and implement a procedure that 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.
- 3.8 The City will annually review, approve (jointly with the AMD), and implement policies and procedures governing the administrative medical direction of EMCTs, including all prehospital policies, procedures, and protocols.
- 3.9 The City will be responsible for the purchase, maintenance, and any other expenses related to the procurement of medications.
- 3.10 The City will provide space at its facilities where the training will occur and will maintain the equipment necessary for live and virtual training.
- 3.11 The City will coordinate scheduling of the educational sessions.
- 3.12 The City will identify a coordinator who will be responsible for managing and overseeing the training program, in conjunction with the University.
- 3.13 The City will be responsible for ensuring that its providers complete all required continuing education.
- 3.14 The City will be responsible for tracking the continuing education credit distribution of its providers.
- 3.15 Throughout the term of this Agreement, the City will maintain in active status its certification as an EMS Training Center.
- 3.16 The City will administer the skills and competency testing required or requested by the AMD.
- 3.17 As requested by B—UMG, the City will provide evidence that the participants have completed all skills testing and competency evaluations.
- 3.18 The City will ensure that the materials developed by the University are used for training under City's program only and are not duplicated or distributed for use by other agencies.
- 3.19 Compliance with Standards, Laws and Regulations. The City will 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) third party payors; and (c) federal, state, and local government laws, rules, and regulations, including, but not limited to, the Drug Supply Chain Security Act 21, C.F.R. § 10.115(g)(2), and any requirements promulgated by the Arizona Medical Direction Commission organized pursuant to A.R.S. § 36-2203.01, or its successor entity.

4 Financial Arrangement.

- 4.1 Compensation. As compensation for the Administrative Medical Director Services provided by B—UMG pursuant to this Agreement, the City will pay to B—UMG the sum of \$57,000 per year, which sum will be payable in equal monthly installments of \$4,750 each. The parties acknowledge that the AMD and the Emergency Medicine

Physicians will not personally receive any additional compensation for any services provided pursuant to this Agreement as the compensation for such services already is included in their respective base salaries.

As compensation for the administrative services provided by the University pursuant to this Agreement, the City will pay the University the annual sum of \$3,000 per year, which sum will be payable upon January 1st of each calendar year.

- 4.2 Invoices and Payment. As a condition of receiving the compensation set forth herein, B—UMG will submit to the City, on a monthly basis, an invoice for the services provided during the preceding calendar month. The City will pay B—UMG within thirty (30) days after receipt of each such monthly invoice.

As a condition of receiving the compensation set forth herein, the University will submit to the City, on an annual basis, an invoice for the services provided during the preceding year. The City will pay the University within thirty (30) days after receipt of each such annual invoice. The University's payments should be made to the following address: UArizona-Sponsored Projects Services, PO Box 41867, Tucson, AZ 85717.

- 4.3 IRS Reporting. The City will provide to B—UMG and the University and will file with the United States Internal Revenue Service (the "IRS") an IRS Form 1099 evidencing the payments to B—UMG and the University hereunder.

5. Term. The term of this Agreement will begin on the date on which that certain Professional Services and Training Agreement dated effective as of March 10, 2021, entered into by the parties expires and will continue for a period of two (2) years thereafter with three (3) one (1)-year options to renew by amendment in accordance with Section 13.2, unless otherwise terminated as provided for herein.

6. Termination.

- 6.1 Termination without Cause. This Agreement may be terminated at any time, with or without cause, by any party providing ninety (90) days' written notice to the other parties.

- 6.2 Termination for Cause. Any party may terminate this Agreement for cause if one (1) of the other parties engages in an act or omission constituting a material breach of any term or condition of this Agreement. The non-breaching party or parties will provide the breaching party with at least thirty (30) days prior written notice of its intent to terminate this Agreement for cause, which written notice will include a description of the nature of the breach. The breaching party will then have thirty (30) days from the date of the written notice within which to cure the breach and conform its conduct to the terms of this Agreement. If such corrective action is not taken within the time specified, this Agreement will terminate at the end of the 30-day period without further notice or demand.

- 6.3 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"), the Department of Health and Human Services ("HHS"), or the IRS determines that this Agreement is illegal or jeopardizes B—UMG's tax exempt status or otherwise materially affects any party's business, then the affected party will give the other parties such notice as is reasonable in the

circumstances and will make available a reasonable period within which to cure. If no cure is implemented by the parties, then any party, in its discretion, may terminate this Agreement with such notice to the other parties as is reasonable under the circumstances.

- 6.4 Performance of Obligations Prior to Termination. In the event of any termination hereunder, during the period from notice of termination by any party to the other parties until the effective date of termination, B—UMG and the University will continue to perform their respective obligations hereunder, unless otherwise agreed to by the parties, and the City will continue to compensate B—UMG and the University for all services provided prior to such termination.
7. Independent Contractor Status. Each party is an independent contractor to the other parties. Nothing in this Agreement creates an employer-employee relationship, partnership, franchise, joint venture, or agency relationship between the parties and no party will represent to any third party that any such relationship exists. Each party will be solely responsible for the payment of all social security, self-employment, federal, state, and local income taxes, disability insurance, workers' compensation insurance, fees, licenses, and any other statutory benefits provided to their respective employees.
8. Insurance and Liability.
- 8.1 Insurance. All parties agree to secure and maintain in force during the term of this Agreement comprehensive general liability insurance, including blanket contractual liability and automobile insurance coverages, in addition to professional liability insurance with minimum limits of \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate. All parties will maintain in place workers' compensation insurance coverage as required by federal and state law. All the insurance required by this Agreement may be satisfied by a program of self-insurance, commercial insurance, or a combination thereof. Upon request, each party agrees to provide certificates of insurance that state that the above coverages are in force and will continue in force throughout the term of this Agreement. The parties will provide a 30-day prior written notice of expiration, cancellation or substantial change will be given to the other parties. Proof of self-insurance will be adequate proof of coverage pursuant to this Section 8.1.
- 8.2 Mutual Indemnification. Each party will indemnify and save harmless the other parties for, from, and against all actions, liabilities, losses, damages, claims, and demands whatsoever, including costs, expenses, and attorney's fees resulting, or claimed to have resulted, solely from the intentional or negligent acts or omissions of the indemnifying party or its employees, subcontractors, or agents engaged in the work under this Agreement at the time of the events or occurrences upon which such actions, claims, or demands are based, to the extent permitted by law.
9. Confidentiality. The parties, their employees, and agents will keep confidential all knowledge, information, and documents entrusted to their care by each other. Neither the parties nor their employees or agents will disclose any knowledge, information, or documents entrusted to it by each other to any person, firm, or corporation other than the person, firm, or corporation designated by the party holding the confidentiality pursuant to this Section 9. Knowledge, information, and documents entrusted by each respective party to each other 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.

10. Use of Name and/or Logo. No party may use the name and/or logo of the other parties in any marketing, promotional or advertising materials, client lists, press releases, or websites without the prior written consent of the other parties.

11. Compliance.

11.1 Ethics & Compliance Requirements. The parties have each implemented corporate compliance programs to ensure compliance with federal, state, and local laws and regulations. Upon request, the City will provide an attestation stating that the City's employees and agents involved in this Agreement have received the City's compliance training on applicable federal health care program requirements, including the requirements of the Anti-Kickback statute and the Stark law, on an annual basis. B—UMG also will make available, on an annual basis, information about Banner Health's compliance program, applicable policies and procedures, and Banner Health's Corporate Integrity Agreement, through the material provided by Banner Health for such purpose (located at <https://www.bannerhealth.com/about/vendors>).

11.2 No Federal Exclusion or Preclusion. The City represents and warrants that neither it nor any of its employees, directors, officers, equity owners, subcontractors, or agents under this Agreement (each, a "City Representative") are excluded or precluded from participation, or are otherwise ineligible to participate, in a "federal health care program" (as defined in 42 USC §1320a-7b(f)) or in any other government payment program, and that no such action is pending. The City will assess the status of the City Representatives prior to hire or contracting and on a monthly basis thereafter as required by HHS or CMS. The City will notify B—UMG and the University in writing within three (3) days of either of the following: (a) the discovery of any debarment, exclusion, preclusion, suspension, or other event that makes the City or any City Representative ineligible to participate in a federal health care program or any other government payment program; or (b) any conviction of the City or any of the City Representatives of a criminal offense that falls within the scope of 42 USC §1320a-7(a), even if they have not yet been excluded, precluded, debarred, suspended, or otherwise declared ineligible. Such notice will contain reasonably sufficient information to allow B—UMG and the University to determine the nature of any sanction. If the City is in breach of this Section 11.2 or upon the occurrence of such exclusion, preclusion, debarment, suspension, or conviction of the City or any City Representative, whether or not notice is given, B—UMG or the University may immediately terminate this Agreement.

11.3 No Physician Ownership. The City hereby expressly represents to B—UMG that no physician nor any member of a physician's immediate family owns or holds an ownership or financial interest in the City 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).

11.4 HIPAA. The parties are required to comply with the standards for privacy of individually identifiable health information and the security standards for the protection of electronic protected health information under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, together with its implementing regulations promulgated under HIPAA and the Health Information Technology for Economic and

Clinical Health Act by HHS. If B—UMG or the University creates, receives, maintains, or transmits protected health information for or on behalf of the City, B—UMG and/or the University will execute a Business Associate Agreement or Data Use Agreement, as applicable.

11.5 Compliance with Employment Laws. Each party agrees to comply with all federal, state, and local laws, regulations, ordinances, and orders regarding employment, employment practices, terms and conditions of employment, worker classification, prohibited discrimination, equal employment, fair employment practices, meal and rest periods, immigration, employee safety and health, wages, compensation, affirmative action where applicable, and hours of work. B—UMG is a federal contractor obligated to comply with federal, state, and local requirements governing immigration, equal employment, and affirmative action, including, but not limited to, 42 USC §§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, 38 USC §4212, as amended, 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 CFR §§60.1.4(a)(7), 60-250.5, 60-300.5 and 60-741.5 (imposing anti-discrimination and affirmative action requirements).

12. Recordkeeping Requirements.

12.1 Governmental Review and Inspection. The City agrees to maintain medical, financial, and administrative records related to the Administrative Medical Director Services rendered as required by applicable law. Such records must be maintained in an accurate and timely manner in accordance with general standards applicable to such records. The City agrees to maintain such records, documents, and other information relating to this Agreement for a minimum of ten (10) years from the last date of service or such longer period as required by law. The City acknowledges that any governmental entity with authority over programs in which the City may participate through this Agreement may, in accordance with applicable laws, regulations, and sub-regulatory guidance, evaluate the quality, appropriateness, and timeliness of services rendered. The City agrees to cooperate with any audit and investigation and make its facilities, personnel, books, records, documents, computers and other electronic systems, and those of any downstream subcontractor, available for audit, inspection, and copyright by any governmental entity including, but not limited to, the State of Arizona, the Secretary of HHS, the Comptroller General, or CMS, and any of their duly authorized representatives.

12.2 Inspection of Records. The City will, upon reasonable notice, give B—UMG, or its authorized representative, and the University, or its authorized representative, the privilege, at a reasonable time during normal business hours, of inspecting, examining and auditing such of the City’s business records which are directly relevant to this Agreement. The cost of such inspection, examination, and audit will be at the sole expense of B—UMG or the University, as may be applicable, and such inspection, examination and audit will be conducted where said records are normally maintained.

13. Miscellaneous.

13.1 Governing Law. This Agreement will be governed by the internal substantive law of the State of Arizona, without regard for the conflict of law principles thereof.

- 13.2 Integration and Amendment. This Agreement and any exhibits contains the entire agreement among the parties with respect to the subject matter hereof. All prior negotiations among the parties are merged in this Agreement, and there are no understandings or agreements other than those incorporated herein. This Agreement may not be modified except by a written instrument signed by all parties to this Agreement.
- 13.3 Assignment. This Agreement may not be assigned by any party without the prior written consent of the other parties. If consent to an assignment is obtained, this Agreement is binding on the assigns of the parties to this Agreement. Notwithstanding anything to the contrary in this Agreement, B—UMG may assign or otherwise transfer its interest under this Agreement to any “related entity” without the consent of the other parties. For the purposes of this Section 13.3, a related entity will be deemed to include a parent, a subsidiary, any entity that acquires all or substantially all of B—UMG’s assets or operations relating to this Agreement, and the surviving entity of any merger or consolidation involving B—UMG.
- 13.4 Notice. Any notice required to be given under this Agreement will be in writing, and will be deemed delivered to the party to whom the notice is sent: (a) when personally delivered; (b) one (1) business day after the same is sent by overnight delivery service; or (c) three (3) days after the same is sent by certified mail, postage prepaid, addressed to such party at the address that follows or to such other address as such party may hereinafter designate in writing:

If to the City: City of Peoria Fire-Medical Department
8401 W. Monroe Street
Peoria, AZ 85345
Attn: Fire Chief

If to B—UMG: Banner—University Medical Group
1625 N. Campbell Avenue, Room 2445
Tucson, AZ 85719
Attn: Chief Executive Officer

Copy to: Banner Health
2901 N. Central Avenue, Suite 160
Phoenix, AZ 85012-2700
Attn: General Counsel

If to the University: UAHS Contracts
The University of Arizona
Research Administration
1670 E. Drachman Street, 9th Floor
PO Box 210216
Tucson, AZ 85721-0216

Copy to: The University of Arizona
Office of the General Counsel
P.O. Box 210066
Tucson, AZ 85721

- 13.5 Survival. Any covenant or provision herein that requires or might require performance after the termination or expiration of this Agreement, including, but not limited to, indemnities, confidentiality, settlement of accounts, records retention and access, and insurance requirements, will survive any termination or expiration of this Agreement.
- 13.6 Waiver and Breach. No waiver of the enforcement or breach of any agreement or provision herein will be deemed a waiver of any preceding or succeeding breach thereof or of the enforcement of any other agreement or provision herein. No extension of time for performing any obligation or act will be deemed an extension of time for performing any other obligation or act. All rights and remedies provided herein are cumulative and not exclusive of any rights or remedies otherwise provided by law.
- 13.7 Force Majeure. In case performance of any terms or provisions hereof (other than the payment of monies) is 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, epidemics, pandemics, or any other reason that 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.
- 13.8 Further Assurances. Upon request, each of the parties will execute and deliver all documents and do or cause to be done all such acts and things, necessary to effectuate the purpose and intent of this Agreement.
- 13.9 Cost of Litigation. If any party takes legal action to enforce this Agreement, the prevailing party or parties will be entitled to recovery of its reasonable attorneys' fees and costs incurred in connection with such action.
- 13.10 Non-Exclusive Agreement. This Agreement with the City is not exclusive. Accordingly, B—UMG and the University will have the right to enter into one (1) or more agreements relating to the same or similar matters as are covered by this Agreement, and execution by B—UMG or the University of such agreements will not constitute a breach of this Agreement.
- 13.11 Transactional Conflicts of Interest. The parties hereto each acknowledge that this Agreement is subject to cancellation by the City or the University pursuant to provisions of A.R.S. § 38-511.
- 13.12 Definitions. Unless otherwise specified herein, the terms used in this Agreement will have the same meanings as those defined in Arizona Administrative Code § R9-25-101.
- 13.13 No Israel Boycott. None of the parties are involved in a boycott of Israel.
- 13.14 Corporate Authority. Each party represents and warrants that the individual executing this Agreement on behalf of such party is duly authorized to execute and deliver this Agreement on behalf of such corporation, person, firm, partnership, or other entity and that this Agreement is binding upon such entity in accordance with its terms.

- 13.15 Counterparts. This Agreement may be executed in one (1) or more copies or counterparts, each of which when signed will be an original, but all of which together will constitute one (1) instrument. Signatures submitted via telecopy or electronic signature will have the same force and effect as original signatures and, as such, will be valid and binding upon the parties hereto.
- 13.16 Arbitration. The parties agree to arbitrate disputes filed in Arizona Superior Court that are subject to mandatory arbitration pursuant to A.R.S. § 12-133. A.R.S. § 12-1518 requires this provision in all University contracts.
- 13.17 Cancellation for Non-Appropriation. The parties recognize that the performance by one (1) or more of the parties may be dependent upon the appropriation of public funds. Each party may reduce the scope of their involvement in this Agreement, if appropriate, or cancel this Agreement without further duty or obligation by delivering written notice to the other parties as soon as reasonably possible after the unavailability of such funds comes to their attention.
- 13.18 Non-Discrimination. The parties will comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Nondiscrimination, and Immigration.
- 13.19 Supersedes. This Agreement, upon its execution, will supersede the previous agreement between the Parties effective March 10, 2021.

[Signatures to follow on next page]

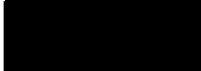
IN WITNESS WHEREOF, the parties have executed this Agreement, individually or by signature of their duly authorized representative, as of the signature dates set forth below, to be effective as of the Effective Date.

B—UMG:

THE CITY:

Banner—University Medical Group

The City of Peoria

By: 
Benjamin Schwartz, M.D.
Interim Chief Executive Officer

By: _____
Henry Darwin
City Manager

Date: February 2, 2026 | 10:51 AM MST

Date: _____

ATTEST:

Agnes Goodwine, City Clerk

APPROVED AS TO FORM:

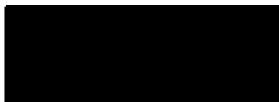
Emily Jurmu, City Attorney

UNIVERSITY:

Arizona Board of Regents on behalf of
The University of Arizona

By: 

Date: _____



Approval of City Attorney

I hereby state that I have reviewed the proposed Intergovernmental Agreement and declare the Agreement to be in proper form and within the powers and authority granted to the parties by their respective governing bodies under the laws of the State of Arizona.

Emily Jurmu
Peoria City Attorney

Date

EXHIBIT A

APPROVED EMERGENCY MEDICINE PHYSICIANS

Gail Bradley, MD