

**PROFESSIONAL SERVICES AND TRAINING AGREEMENT**  
(0485-02-110735)

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 24 hours per day, 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 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 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 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 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 pre-hospital and hospital drills;
- n. Providing administrative medical direction for the Department's EMS activities, including ambulance operations, the community paramedicine/mobile integrated healthcare program, 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. Providing oversight as the medical director of the CHEMPACK program maintained by the City;
  - w. Assisting the Department or the assigned program manager with research, development, and continuous quality improvement for all respective programs and/or pilot projects;
  - x. Providing input in the administrative processes affecting local, regional, and state pre-hospital and healthcare systems;
  - y. Serving as the medical director for the Department's cardiopulmonary resuscitation ("CPR") training program, which provides CPR training to City personnel and the public;
  - z. Serving as the medical director for the City's public access automatic defibrillator program;
  - aa. Representing the Department at local, regional, and state meetings as assigned;
  - bb. 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
  - cc. 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 B—UMCT, 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 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 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 \$47,500 per year, which sum will be payable in equal monthly installments of \$3,958.33 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 sum of \$2,500 per year, which sum will be payable in arrears on each anniversary of the Effective Date.

- 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 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 30 days after receipt of each such annual invoice. The University's payments should be made to the attention of the Assistant Dean, Financial Affairs, for the College of Medicine-Tucson, P.O. Box 245017, Building: Arizona Health Sciences Center (#201), Room # 2224, Tucson, AZ 85724.

- 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 Effective Date and will continue for a period of five years thereafter, 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 90 days' written notice to the other parties.

- 6.2 Termination for Cause. Any party may terminate this Agreement for cause if one 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 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 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 Indemnification.
- 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. 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, upon request, 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 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 in the form attached hereto as Exhibit B.

- 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 parties agree 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 parties agree to maintain such records, documents and other information relating to this Agreement for a minimum of 10 years from the last date of service or such longer period as required by law. The parties acknowledge that any governmental entity with authority over programs in which the parties 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 parties agree to cooperate with any audit and investigation and make their respective facilities, personnel, books, records, documents, computers and other electronic systems, and those of any downstream subcontractor, available for audit, inspection, and copy 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. Each party will, upon reasonable notice, give the other parties, or their authorized representatives, the privilege, at a reasonable time during normal business hours, of inspecting, examining and auditing such of the pertinent party'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 the requesting party 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.
- 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 business day after the same is sent by overnight delivery service, or (c) three 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:           The University of Arizona Health Sciences  
Research Administration  
1670 E. Drachman Street  
Tucson, AZ 85721  
Attn: Assistant Vice President, Research Administration
- 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, 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 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 or more copies or counterparts, each of which when signed will be an original, but all of which together will constitute one 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.

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: \_\_\_\_\_  
Chad T. Whelan, M.D.  
Chief Executive Officer

By: \_\_\_\_\_  
Jeff Tyne  
City Manager

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

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

ATTEST:

\_\_\_\_\_  
Rhonda Geriminsky, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Vanessa Hickman, City Attorney

THE UNIVERSITY:

The Arizona Board of Regents on behalf of  
The University of Arizona

By: \_\_\_\_\_  
Lauren Zajac  
Assistant Vice President  
Research Administration

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

**Approval of Government Attorneys**

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.

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Art Lee  
Deputy General Counsel, University of Arizona

Date

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Vanessa Hickman  
Peoria City Attorney

Date

EXHIBIT A

APPROVED EMERGENCY MEDICINE PHYSICIANS

Gail Bradley, M.D.  
Joshua B. Gaither, M.D.  
Amber D. Rice, M.D.

## EXHIBIT B

### Business Associate Addendum

This Business Associate Addendum (this “Addendum”) is entered into as of the signature dates set forth below, to be effective on a date even with the effective date of the Professional Services and Training Agreement (the “Agreement”), by and among The City of Peoria, an Arizona municipal corporation (“City”), The Arizona Board of Regents, for and on behalf of the University of Arizona (“University”) and Banner—University Medical Group, an Arizona nonprofit corporation (“B—UMG”). This Addendum sets forth the terms and conditions pursuant to which any protected health information (“PHI”) will be handled by University, B—UMG and permitted third parties during the term of the Agreement and after its termination.

1. Scope. Under the Agreement, B—UMG and University may have access to and use PHI of City. B—UMG and University’s Disclosure and Use of, and security obligations relating to, the PHI are governed by and subject to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and applicable regulations issued thereunder, the Health Information Technology for Economic and Clinical Health (“HITECH”) Act of 2009, including the Privacy, Security, and Breach Notification Rules (45 CFR Parts 160 – 164), in effect and as may be amended (HIPAA, HITECH, and 45 CFR Parts 160 – 164 are hereinafter sometimes referred to collectively as the “HIPAA Rules”). To the extent B—UMG or University acts as a business associate as defined under the HIPAA Rules in the course of providing City with services under the Agreement, B—UMG and University will comply with this Addendum. Terms used in this Addendum and not otherwise defined will have the meanings given to such terms in the HIPAA Rules.
2. Compliance. B—UMG and University may Use and Disclose PHI received from City to provide the services contemplated by the Agreement. Except as expressly provided below, this Addendum does not authorize B—UMG or University to make any Use or Disclosure of PHI that City would not be permitted to make.
3. Obligations. B—UMG and University will perform the following specific duties in accordance with the HIPAA Rules:
  - 3.1 Use. B—UMG and University will not Use or further Disclose PHI except as permitted by the Agreement, or as required by law.
  - 3.2 Safeguards. B—UMG and University will develop, implement, maintain and use appropriate administrative, technical and physical safeguards to reasonably protect the privacy of City’s PHI from any intentional or unintentional Use or Disclosure in violation of the Privacy Rule, and comply, where applicable, with the Security Rule with respect to electronic PHI, to prevent Use or Disclosure of electronic PHI other than as provided for in this Addendum.
  - 3.3 Notification. B—UMG and/or University will notify City within five business days of the discovery of any Use or Disclosure of PHI not permitted under this Addendum of which B—UMG and/or University becomes aware, including Breaches of Unsecured PHI, and any Security Incident involving PHI. B—UMG and/or University will promptly investigate any suspected Breach.
  - 3.4 Subcontractors. B—UMG and University will ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of B—UMG or University agree to no less than the same restrictions, conditions, and requirements that apply to B—UMG or University with respect to such information.
  - 3.5 Access by Individuals to PHI. To satisfy City’s obligation with respect to an individual’s requests for copies of his/her PHI, B—UMG or University will make City’s PHI about the individual available to City in a Designated Record Set within five business days following City’s request.



- 3.6 Amendment. To satisfy City’s obligation with respect to an individual’s request to amend PHI or a record about the individual in a Designated Record Set, B—UMG or University will, upon receipt of written notice from City, promptly amend, or permit City access to amend, any portion of City’s PHI.
- 3.7 Accountings. B—UMG and University will make available the information required to provide an accounting of Disclosures within 30 days following City’s request for such Disclosure information to comply with an individual’s request for Disclosure accounting.
- 3.8 Privacy Rule. B—UMG and University will comply with the requirements of the Privacy Rule that apply to City in the performance of such obligations.
- 3.9 Internal Records. B—UMG and University will make available their respective internal practices, books and records relating to the Use and Disclosure of PHI received from, or created or received by B—UMG and University on behalf of, the City to the Secretary of HHS for purposes of determining City’s compliance with the Privacy Rule.
- 3.10 Return of Data. Upon termination of the Agreement, B—UMG and University will, and will require any Subcontractors to which PHI has been disclosed, return or destroy, as promptly as possible, but not later than 30 days following the effective date of termination of the Agreement, that PHI that B—UMG, University or Subcontractor still maintains in any form and retain no copies. If return or destruction is not feasible, B—UMG and University will, and will require any Subcontractor to, if applicable, extend the protections of this Addendum to that information and limit further Use and Disclosure to those purposes that make the return or destruction of the information infeasible. If return or destruction is feasible, and if requested by City, B—UMG and University will certify that all such information has been returned or destroyed.
4. Other. B—UMG and University may use PHI for the management and administration of such party and to carry out such party’s own legal responsibilities, and each party may disclose the information for those purposes if such party is required to do so by law, or if such party obtains reasonable assurance from the recipient of the information: (a) that it will be held confidentiality, and Used or further Disclosed only as required by law or for the purpose for which it was disclosed to the recipient, and (b) that the recipient will notify B—UMG or University of any instances of which the recipient is aware in which the confidentiality of the information is breached.
5. Indemnification. Upon the occurrence of a Security Incident involving PHI in the possession, custody, or control of B—UMG or University, or for which B—UMG or University is otherwise responsible, B—UMG and/or University will reimburse City on demand for all reasonable notification related costs incurred by City arising out of, or in connection with, any such Security Incident.
6. Notice. Any notice required to be given under this Addendum will be in writing, and will be deemed delivered to the party to whom the notice is sent (a) when personally delivered, (b) one business day after the same is sent by overnight delivery service, or (c) three 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 intended to City: City of Peoria Fire-Medical Department  
8401 W. Monroe Street  
Peoria, AZ 85345  
Attn: Fire Chief

If intended to B-UMG: Banner Health  
2901 North Central Avenue, Suite 160  
Phoenix, AZ 85012  
Attn: HIPAA Privacy Office

602.747.4000 (phone)

With a copy to: Banner Health  
2901 N. Central Avenue, Suite 160  
Phoenix, AZ 85012  
Attn: General Counsel

If intended to University: The University of Arizona Health Sciences  
Research Administration  
1670 E. Drachman Street  
Tucson, AZ 85721

With a copy to: The University of Arizona  
Office of the General Counsel  
P.O. Box 210066  
Tucson, AZ 85721-0066

- 7. Termination. If City determines that B—UMG or University has violated a material term of this Addendum, and if such breaching party fails to reasonably cure such violation within 30 days of delivery of written notice thereof, City may immediately terminate the Agreement. B—UMG's and University's obligations to protect the privacy and safeguard the security of City's PHI will continue and survive termination, assignment of, or other conclusion of the Agreement.
- 8. Amendment. The parties will amend this Addendum from time to time as necessary to comply with changes to the HIPAA Rules. Any notices required hereunder will be provided pursuant to the notice provision in the Agreement. The terms and conditions of this Addendum will override and control any conflicting term or condition of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Business Associate Addendum on the date written below to be effective as of the Effective Date of the Agreement.

CITY:	B—UMG:
City of Peoria	Banner—University Medical Group
By: _____	By: _____
Name: <u>Jeff Tyne</u>	Name: <u>Chad T. Whelan, M.D.</u>
Title: <u>City Manager</u>	Title: <u>Chief Executive Officer</u>
Date: _____	Date: _____

Attest

By: \_\_\_\_\_  
Rhonda Geriminsky, City Clerk

Approved as to Form

By: \_\_\_\_\_  
Vanessa Hickman, City Attorney

UNIVERSITY:

The Arizona Board of Regents, for and on behalf of the University of Arizona

By: \_\_\_\_\_

Name: Lauren Zajac \_\_\_\_\_

Title: Assistant Vice President, Research Administration

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