

## BASE HOSPITAL MEDICAL DIRECTION AGREEMENT

This Agreement is made this March 18, 2025, (“Effective Date”), between **RCHP-Sierra Vista, Inc. d/b/a Canyon Vista Medical Center** (the “Hospital” or “Base Hospital”), and **the City of Bisbee by and through the City Fire Department** (the “Agency”).

### BACKGROUND:

**Whereas**, the Hospital operates an acute care hospital located in the State of Arizona (the “State”). The Agency operates a fire department located in the State;

**Whereas**, the State requires Emergency Medical Technicians (“EMTs”) and Paramedics to have Medical Direction in order to perform advanced procedures;

**Whereas**, early performance of advanced procedures in the field greatly benefit patient health and survivability, and improve the quality and cost-effectiveness of care for patients;

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants herein set forth, the parties agree as follows:

### ARTICLE I - BACKGROUND

**1.1 Authorization and Incorporation.** The following state laws are applicable and incorporated by this reference:

- (a) Arizona Revised Statutes, Title 36, Chapter 21.1;
- (b) Arizona Administrative Code, Title 9 Chapter 25, Article 2.
- (c) Any perceived conflict with the above-referenced statutes shall be resolved in favor of an interpretation that allows this Agreement to comply with the regulations.

**1.2 Definitions.**

(a) Administrative Medical Direction means the development of EMS policies, procedures, and programs related to education and evaluation of pre-hospital Emergency Medical Services (“EMS”) personnel. The Base Hospital Medical Director (the “Director”) is to be responsible for Administrative Medical Direction of pre-hospital personnel assigned to the Base Hospital.

(b) Medical Direction Authority means an emergency physician or nurse intermediary who is designated to render on-line medical supervision of EMS personnel. On-line supervision will be direct (conveyed between physician and EMS personnel via person-to-person, two way radio, or telephone conversation) or indirect (conveyed by an intermediary). On-line medical direction by the Base Hospital will be exercised according to the attached Medical Direction Plan (Attachment A).

**1.3 Scope of Services.** In implementing this Agreement, the Agency and the Hospital agree to comply fully with the requirements of the Arizona EMS Statutes and Regulations. The Agency agrees to maintain certified EMS personnel and appropriately equipped vehicles in accordance with EMS Statutes and Regulations. During the term of this Agreement, the Hospital agrees to maintain Base Hospital certification in accordance with EMS statutes and regulations. The Hospital agrees to provide medical direction to the certified EMS personnel assigned by this Agreement to the Hospital. That supervision and direction shall conform to the requirements of the EMS Statutes and Regulations.

**1.4 Indemnification.** To the extent permitted by Arizona law, the Agency agrees to indemnify and hold harmless the Hospital, including Hospital employees and agents, from all losses, claims, suits, demands, expenses, subrogation, attorneys' fees, court costs, or actions of any kind and nature resulting from injury to any person (including bodily injury and death) or damages to any property, arising or alleged to have arisen out of either: 1) the Agency's negligent performance of the terms of this Agreement or, 2) any of the Agency's acts or omissions in providing emergency medical services when done without or in contradiction to the Hospital's on-line medical supervision and/or Administrative Medical Direction to the Agency's certified emergency personnel assigned to the Hospital by this Agreement. Under this Agreement, the Agency's personnel remain Agency employees, and personnel of the Hospital remain Hospital employees or independent contractors for workmen's compensation and all insurance purposes, including tort liability.

**1.5 Reporting.** The Agency agrees to report to the Hospital all known instances of incompetence or unprofessional conduct of EMS personnel administratively assigned to the Hospital and the EMT's supervisor. The Hospital reserves the right to withdraw on-line or Administrative Medical Direction from any individual assigned to the Base Hospital by the Agency following consultation with the involved Agency person and supervisors.

**1.6 Insurance.** The Agency shall furnish the Hospital with certification of comprehensive general liability insurance coverage, automobile (including but not limited to any emergency services vehicles such as ambulances, fire trucks, tankers, pumpers, brush trucks, chase vehicles, police cruisers, etc., and any auxiliary vehicles ) liability insurance coverage and professional liability (medical malpractice) insurance coverage naming the Base Hospital as an additional insured by the same and single insurer on a first dollar basis for no less than one million dollars (\$1,000,000) coverage. The Agency will notify the Hospital at least thirty (30) days prior to any discontinuance of said insurance coverage during the term of this Agreement, or any renewal thereof.

**1.7 No Monetary Consideration.** This Agreement is cooperative and an accommodation to both parties and shall be free of monetary considerations.

**1.8 Nondiscrimination in Employment.** The parties hereto agree to comply with the Executive Order Number 75-5. Issued by the Governor of the State of Arizona.

## ARTICLE II - MEDICAL DIRECTION PLAN

**2.1 General Conditions.** The Base Hospital will comply with all aspects of Title 9, Chapter 25, Article 2 of the Arizona Administrative Code.

**2.2 Qualifications of Director.** Director shall be a physician and shall meet at least one of the following;

(a) Hold emergency medicine certification from a specialty board recognized by the Arizona Medical Board or the Arizona Board of Osteopathic Examiners in Medicine and Surgery;

(b) Completed an emergency medicine residency training program accredited by the Accreditation Council for Graduate Medical Education or approved by the American Osteopathic Association; or

(c) Be engaged in the practice of emergency medicine and have:

(1) Proficiency in advanced emergency cardiac life support,

(2) Proficiency in advanced trauma life support, and

(3) Proficiency in pediatric emergency care.

**2.3 Personnel.** The Agency will comply with the personnel assignment requirements as detailed in Article 2. The Agency's personnel assigned to the Base Hospital will be designated as follows: Certified EMS personnel as specified on current Basic Life Support ("BLS")/Advanced Life Support("ALS") Duty Rosters provided by the Agency. Additional EMS personnel may be assigned to the Base Hospital, as specified on Duty Rosters. This does not include first responders. This contract does not provide medical oversight for personnel certified or otherwise trained below the level of EMT.

(a) The Agency will not concurrently assign personnel to any other Base Hospital for the purpose of receiving administrative medical direction, as specified in Article 2 of the Arizona Administrative Code. All personnel assigned for duty will have current state certification, Cardiopulmonary Resuscitation ("CPR"), Advanced Cardiac Life Support ("ACLS" or equivalent), and Pediatric Advanced Life Support ("PALS" or equivalent) as required. The Agency will provide a current list of assigned personnel to the base hospital every three months. Information on the roster will include expiration dates for certification, CPR, ACLS, and PALS as required. Personnel shall be immediately withdrawn from duty by the Agency should any state-required certifications lapse and the Base Hospital will be notified immediately.

(b) The Agency shall notify the Base Hospital within thirty (30) days of any personnel who are being reassigned to another facility or deleted from duty rosters. The Agency shall notify the Base Hospital prior to the start of any personnel newly assigned to the Base Hospital for administrative medical direction.

(c) The Agency will comply with the working communication equipment as detailed in this Agreement. The Agency will provide field units with equipment that will allow Base Hospital medical direction direct communication with EMTs.

**2.4 State Guidelines for Medical Direction Plans.** Arizona State Administrative Rules, Regional Protocols, the Medical Direction Plan, and Base Hospital Policies shall guide the activities of the Agency and Base Hospital Medical Direction authorities, both on line and administratively. In accordance with R9-25-206, regional protocols shall include treatment, triage, assessment, and communications protocols.

**2.5 Regional Authority and Medical Direction Protocols.** The Southeastern Arizona EMS Council ("SAEMS") Protocols and this Medical Direction Plan are intended to serve as guidelines for both the directing physician and the responding EMS personnel at an emergency scene, until transfer of the patient to a receiving facility or another Medical Direction authority occurs. These protocols can be found in the Regional Protocol Book.

**2.6 Specific Regional Triage, Communication & Treatment Protocols.** Regional triage and communication protocols indicate that medical direction contact is expected to be established with the closest appropriate Base Hospital or their administrative Base Hospital as soon as possible after patient contact.

**2.7 Local EMS Coordination.** The local EMS coordinating council shall decide type of facility for any given emergency by means of written protocols. Circumstances and patient conditions, which require on-line medical supervision, are addressed in the Criteria for Base Hospital Contact Protocol. In the event of a communications failure, where pre-hospital personnel are unable to contact the closest appropriate Base Hospital and/or their administrative Base Hospital, personnel will contact the next closest appropriate Base Hospital for triage, treatment and/or transport decisions.

(a) The emergency physician who is giving medical direction will use the following

criteria to determine the appropriate receiving facility:

- (1) informed, competent patient's choice;
  - (2) nature and severity of illness/injury;
  - (3) expected transport time; and
  - (4) availability of special treatment facilities.
- (b) The selection of a receiving facility to which emergency patients are transported is the responsibility of:
- (1) medical direction from the hospital of patient's choice, if the hospital is a Base Hospital;
  - (2) Medical direction from the closest Base Hospital; and
  - (3) Medical direction from EMS unit's administrative Base Hospital when there is a question as to appropriate receiving facility.

**2.8 Triage Communication Protocols.** Current Triage and Communication Protocols shall guide on-line Medical Direction for specific patient conditions, to include: trauma, hazardous materials scenes, critical pediatric patients, multi-casualty burn and pediatric burn patients.

**2.9 Communication with Administrative Medical Direction.** Personnel will patch to their Administrative Base Hospital when they are in specific situations. These situations are outlined specifically in Base Hospital policy and may include:

- (a) transport to non-certified receiving facilities;
- (b) patient refusals;
- (c) DOA/DNR confirmation;
- (d) On-scene control conflicts; multi-casualty incidents;
- (e) Physician on-scene; or
- (f) Requests to function beyond protocol.

**2.10 Transfer of On-Line Medical Direction.** Transfer of On-Line Medical Direction should be guided by R9-25-206. When a patient is to be transferred from one facility to another; personnel should immediately communicate all pertinent patient management information to the responsible receiving physician or nurse. If the receiving facility is also a certified Base Hospital, care of the patient and direct communication with ALS personnel rendering care may be transferred to the receiving Medical Direction authority at the discretion of the sending Medical Direction authority. If the receiving facility is not a Base Hospital, Medical Direction will remain with the sending Medical Direction authority.

**2.11 Treatment Protocols.** Treatment Protocols approved by SAEMS are intended to serve as guidelines for both the directing physician and the EMS personnel at the scene. At no time is it anticipated that care given to a patient in the field will exceed the treatment possibilities listed without direct medical control. It will be the prerogative of the supervising Base Hospital physician to determine the extent to

which the EMS personnel will carry out treatment protocols. A specific set of pre-hospital standing orders has been approved by SAEMS for use in the region. These standing orders provide the EMS provider with the ability to identify and treat without making Base Hospital contact. Providers are expected to be familiar with the available standing orders.

**2.12 Drug Control.** The current Arizona Department of Health Services Revised Drug Lists and Drug Box Implementation Procedures are to be considered binding on the Agency and the Base Hospital. The Drug List(s) and Drug Box Implementation Procedures may be modified without amendment to this Agreement, so long as the modifications are in writing and in accordance with Arizona Department of Health Services (“ADHS”) and Regional EMS policy. Drug box contents shall, at all times, be considered property of the Base Hospital and subject to the re-supply and restocking policies of the hospital. Security of the drug box is the sole responsibility of the Agency and their policies must adhere to ADHS and Regional policies. The drug box shall be considered property of the Agency and therefore if damage to the box occurs, repair and/or replacement of the box shall be the Agency’s responsibility .

**2.13 Restocking of Drugs.** The Base Hospital agrees to restock drugs when expended in the delivery of patient care. The Agency requesting restocking must submit directly to the Pharmacy Department of Hospital a copy of the run report detailing the drugs expended together with the Patient Information Sheet (“PIS”). The Pharmacy Department will then restock only those medications listed on the Run Report. Billing will be carried out by the party restocking the box .

**2.14 Security of Drugs.** The Agency agrees that their drug box security policies shall adhere to those of the Base Hospital and ADHS. The Agency agrees that the drug box will be secured in a locked cabinet on the vehicle, or will be secured in a locked box at the station, as appropriate. The agency agrees that a shift change transfer log will be completed with each change of personnel responsible for drug accountability. The shift change transfer log will include verification that the drug box is fully stocked, as well as signature of on-coming and off-going EMS personnel. The drugs and Advanced Life Support (“ALS”) supplies shall be administered only by state-certified ALS personnel, only within the conduct and scope of their training and only as part of providing emergency treatment to their patients.

**2.15 Transfer of patients.** The Agency agrees that upon arrival at the Base Hospital, EMS personnel shall remain with the patient until patient care has been assumed by nursing personnel at the receiving facility and a verbal report of patient condition has been given. A complete, signed first care form will be left for the patient’s medical record. An itemized list of all drugs, drug wastage, and procedures used in the treatment of the patient will be documented on the form. In addition, a signature from an authorized staff Registered Nurse (“RN”) or physician, indicating a transfer of care, will be obtained. Agency agrees to dispose of the unused portions of any drugs in accordance with applicable state and federal guidelines.

**2.16 First Care Form Review.** A copy of the first care form for each and every EMS patient encounter by personnel assigned to the Base Hospital under this agreement and the monthly drug box transfer log will be submitted to the Pre-hospital Coordinator monthly for administrative review as indicated by the Pre-hospital Quality Assurance and Continuous Quality Improvement (“QA/CQI”) Review process of the Base Hospital.

**2.17 Education and Quality Review.**

(a) The Agency will assist the Base Hospital with information collection and analysis for Quality Assurance Review of Medical Direction concerns. Each Agency shall designate one representative of each level of EMS provider employed with said Agency to assist with the Quality Improvement Process.

(b) While safeguarding the provisions of Hospital, Agency and patient privacy and budgetary constraints, the Base Hospital will assist in providing patient outcome data when requested by the Agency, in conjunction with its Medical Director, for study and evaluation of pre-hospital EMS safety and efficacy.

(c) The Agency and Base Hospital will comply with pre-hospital training experience requirements as outlined in R9-25-206, R9-25-510, 511, R9-25-610, R9-25-611 and Base Hospital policies.

(d) The Base Hospital shall provide for at least the minimum annual field experience or case review equivalency for all individuals, where applicable under EMS statutes and regulations, who function as the Base Hospital's Medical Direction authorities or intermediaries. The Agency shall provide the pre-hospital experience requirements for Base Hospital Emergency Department personnel.

(e) The Base Hospital shall conduct at least the minimum formal pre-hospital care review and pre-hospital care continuing education for pre-hospital EMS personnel administratively assigned to the Base Hospital by the Agency, as outlined by EMS statutes and regulations. This shall include training for any new ADHS approved required treatment, protocol, or drug within ninety (90) days or receiving notification from the department that the training has been adopted. The Base Hospital program shall provide for supervised clinical training to be used for continuing education required for ADHS recertification. A schedule of such meetings shall be provided to the Agency regularly. Assigned EMS personnel should attend a minimum of four (4) of the required twelve (12) case reviews/Base Hospital lectures at their assigned Base Hospital during each recertification period.

(f) The Base Hospital and Agency shall participate in the Pre-hospital Care/CQI Committees of the local EMS council and the Base Hospital. This Committee shall, in addition to duties required by EMS Regulations, assure appropriate case reviews of EMS encounters and on-line medical direction.

(g) The Agency shall notify the Base Hospital, in writing, ten (10) days prior to sponsoring Advanced Training/Permissive Skills courses. Included in the notification will be a prospective course roster, dates, location and course objectives/outline per current certified state curriculum. The Agency will also inform EMS personnel of the Base Hospital's policy regarding use of the particular Advanced Skill. Final course roster, program dates, location, and course objectives/outline will be submitted to the Base Hospital as proof of successful course completion.

## **2.18 Other Supporting Services.**

(a) Policy For Direct Exchange Items Used In Patient Care: Items that will be directly exchanged with the Agency's EMS personnel will include:

(1) Specifically negotiated items that are accompanied by appropriate documentation, such as Intravenous ("IV") equipment, blood draw sets, connector T with leir slip adaptors and valve check Gemini IV tubing only, will be replaced. Items restocked by the Base Hospital may be billed exclusively by the Base Hospital and will not be billed to the patient by the Agency.

(2) Linen will be directly exchanged with EMS personnel in equivalent quality and number.

**2.19 Communicable Disease Notification Policy: The Base Hospital and the Agency agree to adhere to the sub-regional Infectious Disease Notification protocol.** Upon gaining confirmation that EMS personnel were exposed to a potentially infectious disease or biohazard waste, the hospital's infection control department will notify the Agency's designated infection control officer as soon as possible.

Documentation and follow-ups of biohazard exposures shall be in accordance with regional, state and federal regulations. The Pre-hospital Coordinator will act as liaison if necessary. Agency agrees to adhere to Hospital direction and policies regarding quarantine/isolation, notification, sterilization/decontamination, of all communicable diseases.

**2.20 Biohazardous Waste Management.** Appropriate handling and disposal of biohazard waste will be expected of all personnel. The Agency, pursuant to the Infection Control Manual, has authority to package contaminated waste generated during patient care and dispose of in appropriate receptacles at the Base Hospital. The Base Hospital will dispose of the waste per their waste management protocols.

**2.21 Soiled Retrievable Items.** Retrievable items belonging to the Agency, such as Military Anti-Shock Trousers ("MAST") suits, traction splints, Kendrick Extrication Device ("KED") & spine boards, that are soiled and/or must remain with the patient, shall be accounted for, cleaned of gross contaminants and stored by Hospital staff once removed from the patient. Agency EMS personnel will appropriately log in the items per Base Hospital policy, arrange to pick up items as quickly as possible, and notify the Base Hospital of problems in locating logged items.

**2.22 Problem-Solving and Grievance Procedure.** The Agency and Base Hospital agree to jointly address problems which may arise concerning the performance, competence, or medical inter-relationships of EMS personnel and Emergency Department personnel. This shall also include a procedure for suspension/withdrawal of medical direction. Problem-solving and grievance procedures are outlined in Base Hospital policy. All agencies and EMS personnel agree to the conditions outlined therein.

### **ARTICLE III - INDEPENDENT CONTRACTOR**

Parties shall act at all times under this Agreement as an independent contractors. Hospital shall not have and shall not exercise any control or direction over the manner or method by which Agency provides the Services, except as required by law. However, Agency shall perform at all times in accordance with currently approved methods and standards of practice for EMS in the medical community.

### **ARTICLE IV - TERM**

The term of this Agreement ("Term") shall commence on the Effective Date and shall remain in effect for one (1) year, unless sooner terminated in accordance with the terms hereof. Upon expiration of the Term, this agreement shall automatically renew for successive one (1) year periods unless terminated as provided herein.

### **ARTICLE V - TERMINATION**

**5.1 Termination With or Without Cause.** Either party may, in its sole discretion, terminate this Agreement with or without cause by giving the other party at least 30 days' prior written notice of such termination.

**5.2 Termination for Breach.** Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, *provided* such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the other party describing the breach claimed.

**5.3 Immediate Termination by Hospital.** Hospital may terminate this Agreement immediately by written notice to Agency upon the occurrence of any of the following:

- (a) the failure of any representation and warranty set forth herein to be true and correct;

- (b) the death, incapacitation, or other impairment of Director;
- (c) conduct by Agency which, in the sole discretion of Hospital, could affect the quality of professional care provided to Hospital patients or the performance of duties required hereunder, or be prejudicial or adverse to the best interest and welfare of Hospital or its patients;
- (d) breach by Agency of any of the confidentiality provisions hereof;
- (e) failure by Agency to maintain the insurance required under this Agreement;
- (f) closure of Hospital, cessation of the patient care operations or sale of Hospital or of all, or substantially all, of Hospital's assets;
- (g) occurrence of an event that substantially interrupts all of a part of Director's or Agency's professional practice or that materially adversely affects Director's or Agency's obligations hereunder; or
- (h) any change in state or federal laws or regulations, or any change in reimbursement regulations, or interpretation thereof, that adversely changes the duties or responsibilities of either party, or the method or amount of reimbursement or payment for services under this Agreement, unless the parties agree on a mutually acceptable amendment to this Agreement.

**5.4 Effect of Termination.** As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except: (a) as otherwise provided herein; (b) for rights and obligations accruing prior to such effective date of termination; or (c) arising as a result of any breach of this Agreement. Upon any termination or expiration of this Agreement, Director shall immediately return to Hospital all of Hospital's property, including Hospital's equipment, supplies, furniture, furnishings and patient records, which is in Director's possession or under Director's control.

## **ARTICLE VI - CONFIDENTIALITY**

**6.1 Patient Information.** Agency shall not disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Hospital in writing, any patient or medical record information regarding Hospital patients, and Agency shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Hospital and its Medical Staff, regarding the confidentiality of such information. Agency acknowledges that in receiving or otherwise dealing with any records or information from Hospital about Hospital's patients receiving treatment for alcohol or drug abuse, Agency is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records (42 C.F.R. Part 2, as amended from time to time).

**6.2 HIPAA Compliance.** To the extent applicable to this Agreement, Agency shall comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and any current and future regulations promulgated there under including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 164 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements." Agency shall enter into any further agreements as necessary to facilitate compliance with HIPAA.

**6.3 Disclosure of Terms of Agreement.** The Parties understand that the Agency is an Arizona municipal corporation, subject to the public records and open meeting laws of the State of Arizona. This Agreement will need to be approved by the City Council for the City of Bisbee at a properly noticed public

meeting, with a complete copy of the Agreement being attached to the agenda of such meeting. With this understanding, neither Party shall refer to the existence of this Agreement or disclose its terms to any third-party in any advertising, marketing, publicity or other materials, without the prior written consent of the other Party. Neither Party shall use the name, trade name, trademarks, service marks or logos of the other Party or any of its affiliates in any press release, advertising, marketing, publicity or other materials, without the prior written consent of the other Party. Neither Party shall represent, directly or indirectly, that any product or service of the other Party has been approved or endorsed by the receiving Party or any of its affiliates, without the prior written consent of the other Party. Notwithstanding the prohibitions in this Section, either Party may disclose the existence or terms of this Agreement to a third-party where required by law, including but not limited to open records laws and regulations, or in response to a validly issued subpoena.

**6.4 Survival.** The provisions of this Section 6 shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

#### **ARTICLE VII - REQUIRED DISCLOSURES**

Agency shall notify Hospital in writing as soon as possible (but in any event within three business days) after any of the following events occur:

**7.1** Agency's licenses in the State or any other jurisdiction lapses or is denied, suspended, revoked, terminated, relinquished or made subject to terms of probation or other restriction;

**7.2** Agency's Drug Enforcement Agency registration is revoked, suspended, terminated, relinquished, placed on terms of probation, or restricted in any way;

**7.3** Agency or any EMT becomes debarred, excluded, or suspended, or if any other event occurs that makes Agency or any EMT an Ineligible Person;

**7.4** Agency or any EMT becomes the subject of a disciplinary or other proceeding or action before any governmental, professional, medical staff or peer review body;

**7.5** Agency or any EMT is required to pay damages in any malpractice action by way of judgment or settlement.

#### **ARTICLE VIII - ARBITRATION**

Any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or the breach of this Agreement shall be determined and settled by arbitration in the city in which Hospital is located in accordance with the rules of the American Arbitration Association and applying the laws of the State. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereof may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both parties. During the pendency of any such arbitration and until final judgment thereon has been entered, this Agreement shall remain in full force and effect unless otherwise terminated as provided hereunder. The provisions of this Section shall survive expiration or termination of this Agreement regardless of the cause of such termination. TO THE EXTENT PERMITTED BY LAW, AGENCY HEREBY WAIVES ANY CLAIM TO SOVEREIGN IMMUNITY WITH RESPECT TO HOSPITAL FOR ANY MATTER ARISING OUT OF THIS AGREEMENT.

#### **ARTICLE IX - ENTIRE AGREEMENT: MODIFICATION**

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the

parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. Any reference to this Agreement shall include each and every exhibit, each of which is fully incorporated into this Agreement where referenced.

**ARTICLE X - GOVERNING LAW**

This Agreement shall be construed in accordance with the laws of the State of Arizona.

**ARTICLE XI - COUNTERPARTS**

This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

**ARTICLE XII - NOTICES**

Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given if given in writing (i) on the date tendered by personal delivery, (ii) on the date received by facsimile, (iii) on the date tendered for delivery by nationally recognized overnight courier, or (iv) on the date tendered for delivery by United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, in any event addressed as follows:

If to Hospital: Lifepoint Health, Inc.  
d/b/a Canyon Vista Medical Center  
5700 East Highway 90  
Sierra Vista, AZ 85635  
Attention: Chief Executive Officer

Copy to: RegionalCare Hospital Partners, Inc.  
103 Continental Place, Suite 200  
Brentwood, Tennessee 37027  
Attention: Legal Department

If to Agency: \_\_\_\_\_  
\_\_\_\_\_  
Attention: Fire Chief

or to such other persons or places as either party may from time to time designate by written notice to the other.

**ARTICLE XIII - WAIVER**

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

**ARTICLE XIV - CAPTIONS**

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

## **ARTICLE XV - ASSIGNMENT; BINDING EFFECT**

Agency shall not assign or transfer this Agreement in whole or in part, or assign or delegate any of Agency's rights, duties or obligations under this Agreement, in each case without the prior written consent of Hospital, and any assignment, transfer or delegation by Agency without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns. This Agreement is assignable by Hospital without consent.

## **ARTICLE XVI - REFERRALS**

The parties acknowledge that none of the benefits granted Agency is conditioned on any requirement that Agency make referrals to, be in a position to make or influence referrals to, or otherwise generate business for Hospital. The parties further acknowledge that Agency is not restricted from bringing patients to other hospitals and that all decisions regarding referrals shall be made based on the patient's best medical interest.

## **ARTICLE XVII - REGULATORY REQUIREMENTS**

Notwithstanding the unanticipated effect of any of the provisions herein, the parties intend to comply with 42 U.S.C. § 1320a-7b(b) (commonly known as the Anti-Kickback Statute), 42 U.S.C. § 1395nn (commonly known as the Stark law), and any other federal or state law provision governing fraud and abuse or self-referrals under the Medicare or Medicaid programs, as such provisions may be amended from time to time. The parties further intend that this Agreement comply with: (i) as many as reasonably practicable of the conditions for meeting the personal services and management contract safe harbor to the Anti-Kickback Statute which is set forth in 42 C.F.R. § 1001.952(d); and (ii) all of the requirements for meeting the personal services arrangement exception to the Stark law, 42 U.S.C. § 1395nn(e)(3) as interpreted in 42 C.F.R. § 411.357(d), as such regulations may be amended. This Agreement shall be construed in a manner consistent with compliance with such statutes and regulations, and the parties hereto shall take such actions necessary to construe and administer this Agreement therewith. The parties solely intend the fees paid to Agency or to Hospital, if any, to compensate Agency or Hospital for the provision of Services, and not influence Agency with regard to any referrals of patients to Hospital or any affiliate of Hospital. As such, the parties acknowledge that the compensation paid to Agency or Hospital hereunder would be the same whether or not any such referrals are made. The parties further intend all compensation paid hereunder to be fair market value for the services rendered based on arm's length bargaining and the value of similar services in the community. In the event any court or administrative agency of competent jurisdiction determines this Agreement violates any of such statutes or that the compensation hereunder exceeds reasonable compensation, then the parties hereto shall take such actions as necessary to amend this Agreement to comply with the applicable statutes or regulations, as provided herein.

## **ARTICLE XVIII - COMPLIANCE PLAN**

Agency acknowledges that Hospital has adopted and implemented a code of conduct, compliance program, compliance hotline and related policies (the "Corporate Compliance Program"). Agency acknowledges that he or she has received information about the Corporate Compliance Program, some of which is available at Regional Care Hospital Partner's website under compliance, and that he or she will abide by the Corporate Compliance Program policies and procedures to the extent they are relevant and applicable to the services performed under this Agreement. Agency further agrees that he or she shall promptly notify the appropriate individuals set forth in the Corporate Compliance Program of any violations of the code of conduct and corporate compliance policies of which he or she becomes aware and attend Corporate Compliance Program meetings as reasonably requested by the Hospital.

## **Article XIX – COMPLIANCE WITH IMMIGRATION LAWS – CONFLICT OF INTEREST**

*Compliance with Immigration Laws:* As mandated by Arizona Revised Statutes [“A.R.S.”] § 41-4401, the Agency is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with A.R.S. § 23-214(A). The Agency must also ensure that every contractor and subcontractor comply with federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). Therefore, in signing or performing any contract (including this Agreement) for the Agency, Hospital fully understands that:

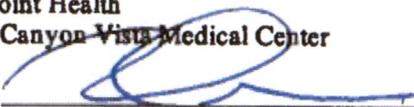
1. It warrants that both it and any subcontractors it may use comply with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A);
2. A breach of the warranty described in subsection A, shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement; and
3. The Agency or its designee retains the legal right to inspect the papers of any Hospital or subcontractor employee who works on the Agreement to ensure that Hospital or subcontractor is complying with the warranty under Subsection 1.

*Cancellation for Conflicts of Interest:* The Agency may cancel this Agreement for conflicts of interest pursuant to A.R.S. § 38-511.

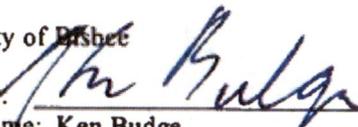
**[Signatures On Following Page.]**

**IN WITNESS WHEREOF**, Hospital and Agency have executed this Agreement on and as of the date first set forth above.

**Hospital:** Lifepoint Health  
d/b/a Canyon Vista Medical Center

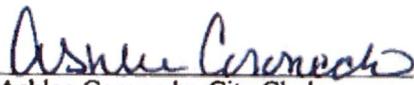
By:   
Name: \_\_\_\_\_  
Title: Chief Executive Officer

**Agency:** City of Dishon

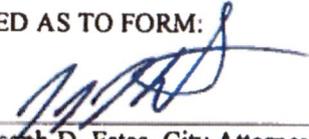
By:   
Name: Ken Budge  
Title: Mayor

Accepted:  
By:   
Name: Jim Richardson  
Title: Fire Chief

**ATTEST:**

  
Ashlee Coronado, City Clerk

**APPROVED AS TO FORM:**

  
Joseph D. Estes, City Attorney  
Pierce Coleman, PLLC