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IN THE COURT OF APPEALS

STATE OF ARIZONA

DIVISION TWO

BANNER UNIVERSITY MEDICAL CENTER TUCSON CAMPUS, LLC, an Arizona Corporation dba BANNER UNIVERSITY MEDICAL CENTER TUCSON; GEETHA GOPALAKRISHNAN, MD; MARIE L. OLSON, MD; EMILY NICOLE LAWSON, DO; DEMITRIO J. CAMARENA, MD; PRAKASH JOEL MATHEW, MD; JASON THOMAS	No. 2CA-SA 2019-0051 Pima County Superior Court No. C20174589 **APPENDIX TO RESPONSE AND CROSS PETITION FOR SPECIAL ACTION**

ANDERSON, MD; SARAH MOHAMED DESOKY, MD; BANNER HEALTH; BANNER UNIVERSITY MEDICAL GROUP,

Defendants/Petitioners

v.

RICHARD E. GORDON, JUDGE OF THE SUPERIOR COURT OF ARIZONA, PIMA COUNTY,

Respondent Judge,

v.

JEREMY AND KIMBERLY HARRIS,

Plaintiffs/Real Parties in Interest.

JEREMY AND KIMBERLY HARRIS,

Plaintiffs/Cross Petitioners

v.

RICHARD E. GORDON, JUDGE OF THE SUPERIOR COURT OF ARIZONA, PIMA COUNTY,

Respondent Judge,

v.

BANNER UNIVERSITY MEDICAL CENTER TUCSON CAMPUS, LLC, an Arizona Corporation dba BANNER UNIVERSITY MEDICAL CENTER TUCSON; GEETHA GOPALAKRISHNAN, MD; MARIE L. OLSON, MD; EMILY NICOLE LAWSON, DO; DEMITRIO J. CAMARENA, MD; PRAKASH JOEL MATHEW, MD; JASON THOMAS ANDERSON, MD; SARAH MOHAMED DESOKY, MD; BANNER HEALTH;

BANNER UNIVERSITY MEDICAL GROUP,

Defendants/Petitioners

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3 Harris's Response to Banner's Motion to Dismiss/Motion for Summary Judgment, filed January 22, 2018. (APPV1 – 193)

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9 Harrises's Brief on the Survival of Vicarious Liability, filed July 15, 2019. (APPV1 – 1002)

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11 BUMG Responses to Harris's Requests for Admissions served January 4, 2019. (APPV1 – 1017)

RESPECTFULLY SUBMITTED this 25th day of October, 2019.

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By: /s/ JoJene Mills

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CERTIFICATE OF SERVICE

JoJene Mills, being first duly sworn, upon oath states that on the 25th day of October, 2019, she caused the original of the foregoing Appendix to Cross Petition for Special Action to be electronically filed with the Arizona Court of Appeals Division Two website and sent mailing, via First Class Mail to:

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Judge of the Superior Court Pima
County Superior Court
110 W. Congress Street
Tucson, AZ 85701
mdimond@sc.pima.gov
Respondent Judge

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COPY
SEP 2 1 2017
TONI L. HELLON
CLERK, SUPERIOR COURT

IN THE SUPERIOR COURT FOR THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF PIMA

JEREMY AND KIMBERLY HARRIS Plaintiffs, vs. BANNER UNIVERSITY MEDICAL CENTER TUCSON CAMPUS, LLC, an Arizona Corporation dba BANNER UNIVERSITY MEDICAL CENTER TUCSON; GEETHA GOPALAKRISHNAN, M.D.; MARIE L. OLSON, M.D.; EMILY NICOLE LAWSON, D.O.; PARVANA AMELIA HARTENSTEIN, M.D.; MARCOS ANDRES TERAN, M.D.; JEFF C. HOEHNER, M.D.; DEMITRIO J. CAMARENA, M.D.; PRAKASH JOEL MATHEW, M.D.; JASON THOMAS ANDERSON, M.D.; SARAH MOHAMED DESOKY, M.D.; ARIZONA PEDIATRIC SURGERY AND UROLOGY, LTD; BANNER HEALTH; BANNER UNIVERSITY MEDICAL GROUP, ; JOHN AND JANE DOES 1 THROUGH 50; ABC PARTNERSHIPS 1-5; AND XYZ CORPORATIONS 1-5, Defendants	NO. C 20174589 **COMPLAINT** **ASSIGNED TO:** LESLIE B. MILLER

I. Jurisdiction and Venue

1. JEREMY AND KIMBERLY HARRIS, the plaintiffs, are and at all times relevant to this litigation were residents of Graham County, Arizona and are the natural parents of CONNOR HARRIS, (hereafter CONNOR) a minor, who is the decedent in this wrongful death action.
2. All relevant negligent acts, omissions and events complained of in this litigation occurred in Tucson, Pima County, Arizona.
3. This complaint is filed within two years of the accrual of the medical malpractice action.
4. All named defendants and DOE defendants are subject to jurisdiction in Pima County, Arizona, where the negligent acts or omissions which caused CONNOR HARRIS' death occurred, and where the defendants were licensed to do business.
5. By information and belief, none of the named defendants or DOE defendants were government entities or employees during their rendition of medical care to CONNOR HARRIS.

II. Inapplicability of Government Claims Requirements as to any named or Doe Defendant

6. BANNER UNIVERSITY MEDICAL CENTER TUCSON, BANNER UNIVERSITY MEDICAL GROUP, BANNER HEALTH, and ARIZONA PEDIATRIC SURGERY AND UROLOGY LTD, named defendants, and their successors are private, non-governmental corporations organized under the laws of the State of Arizona, and were licensed to do business and were doing business at all times relevant to this action in the County of Pima.

7. All actions by the nursing staff, employed physicians, employed fellows and residents, employed radiology department personnel, employed Emergency Room Personnel and other employees and agents which are the subject of this litigation were performed while these personnel were agents, servants, and/or employees of BANNER UNIVERSITY MEDICAL CENTER TUCSON, BANNER HEALTH, BANNER UNIVERSITY MEDICAL GROUP and/or of the other BANNER HEALTH entities named or which will be named as DOE defendants, and/or of ARIZONA PEDIATRIC SURGERY AND UROLOGY LTD, and each of them, as they rendered medical treatment to CONNOR during the forty-eight hours preceding CONNOR's death.

8. The conduct complained of in this litigation relates solely and exclusively to the medical, radiological, emergency, ancillary or surgical care rendered by defendants to CONNOR, and not to teaching or research done, if any such occurred, by the defendants and each of them during the forty-eight hours at issue in this litigation. No teaching or research activities, if any occurred during the time period at issue were relevant to or part of the care rendered to CONNOR resulting in CONNOR's death.

9. Defendant BANNER-UNIVERSITY MEDICAL CENTER TUCSON CAMPUS, LLC dba BANNER UNIVERSITY MEDICAL CENTER TUCSON, is a private, non-governmental corporate entity, owned, operated and responsible for doing business as BANNER UNIVERSITY MEDICAL CENTER TUCSON. ARIZONA PEDIATRIC SURGERY AND UROLOGY LTD is and was also a private, non-governmental entity, which employed individual defendants caring for CONNOR HARRIS as CONNOR HARRIS was permitted to die at BANNER UNIVERSITY MEDICAL

CENTER, TUCSON, without timely or appropriate treatment of his remediable bowel blockage. At all times material to this lawsuit, the Defendants and their employees and agents were acting within the scope of their employment and/or agency, providing medical care and health care provider personnel, employees and servants, and setting rules of practice the violation of which could cause termination of these employees and agents, and these Defendants specifically provided health care personnel, including but not limited to physicians, nurses and radiology technicians whose performance of their duty in a timely fashion was critical to the survival of CONNOR HARRIS, the decedent in this action, from emergency admission to BANNER UNIVERSITY MEDICAL CENTER TUCSON at about 8 AM on October 23, 2015 through the time of CONNOR HARRIS' death from necrosis of his entire small bowel on the evening of October 24, 2015.

10. BANNER UNIVERSITY MEDICAL CENTER TUCSON has its principle place of business at 1501 N. CAMPBELL AVENUE, TUCSON, ARIZONA 85724.

11. Defendant BANNER UNIVERSITY MEDICAL CENTER TUCSON is owned, operated and controlled by a privately held non-governmental corporation, defendant BANNER UNIVERSITY MEDICAL CENTER TUCSON CAMPUS LLC, itself one integral part of a private, nongovernmental conglomerate of corporations, whose parent private corporation is BANNER HEALTH, which latter also owns and runs these and other non-governmental corporations, including Defendant BANNER UNIVERSITY MEDICAL GROUP, BANNER ALZHEIMER'S FOUNDATION, BANNER ANESTHESIOLOGISTS WEST LLC, BANNER CHILDREN'S BANNER HEALTH

CLINIC, LLC, BANNER CANCER CENTER SPECIALISTS, LLC, BANNER BOSWELL MEDICAL CENTER, BANNER BEHAVIORAL HEALTH CENTER, BANNER BAYWOOD MEDICAL CENTER, BANNER DESERT MEDICAL CENTER, BANNER EYE PHYSICIANS, PLLC, BANNER EYE SPECIALISTS, PLLC, BANNER GOOD SAMARITAN MEDICAL CENTER, BANNER HEALTH AND AETNA HEALTH INSURANCE COMPANY, BANNER HEALTH AND AETNA HEALTH PLAN, INC., BANNER HEALTH FOUNDATION, BANNER HEALTH NETWORK, BANNER HEALTH PHYSICIANS WEST, LLC, BANNER HOSPITAL-BASED PHYSICIANS-ARIZONA, LLC, BANNER IMAGING ASSOCIATES, PLC, BANNER MEDICAL GROUP, BANNER MEDICAL GROUP DENTAL SERVICES, LLC, BANNER OCCUPATIONAL HEALTH-ARIZONA, LLC, BANNER OCCUPATIONAL HEALTH ONSITE, LLC, BANNER PHYSICIAN SPECIALISTS-ARIZONA LLC, BANNER PHYSICIAN SUPER-SPECIALISTS, LLC, BANNER SURGERY CENTERS, LLC, BANNER UNIVERSITY MEDICAL GROUP, BANNER UNIVERSITY MEDICAL CENTER SOUTH CAMPUS, LLC, BANNER UNIVERSITY HOSPITAL-BASED PHYSICIANS, LLC, and BANNER UNION HILLS SURGERY CENTER, LLC, among others, all of which are listed by the Arizona Corporations Commission as *private* corporations and/or *private* LLCs (See Exhibit 1, Arizona Corporations Commission listing of private Arizona Corporations listed under the BANNER name) and of which BANNER HEALTH, BANNER UNIVERSITY MEDICAL GROUP, and BANNER UNIVERSITY MEDICAL CENTER-TUCSON are listed herein

nonexclusively as defendants, subject to potential later DOE designation of other entities.

12. BANNER HEALTH, the parent corporation, styles itself in its own publications and is styled in research tabulations as the "largest private employer in the State of Arizona." (See Exhibit 2, *Arizona Republic's* listing of the 25 largest employers in Arizona, 2015-2016, emphasis added).

13. By information, belief and research, no BANNER entity is listed as a governmental entity in any Arizona State, County or local listing or publication of such entities. Nor does any BANNER entity claim to be a governmental entity, or that its employees or agents are government employees while performing the patient care for which BANNER pays them, which BANNER bills patients and insurers for, or for complying with the day to day and step- by-step regulations of how medical care may be rendered, which regulations BANNER imposes on their employees on penalty of potential job termination.

14. BANNER HEALTH and BANNER UNIVERSITY MEDICAL GROUP have their principle place of business at 2901 NORTH CENTRAL AVENUE, SUITE 160, PHOENIX, ARIZONA 85012. The agent for service for these and for virtually every BANNER corporation and sub-corporation listed by the Arizona Corporations Commission is the same: David M. Bixby.

15. By information and belief, plaintiffs assert that as of late February or early March 2015, BANNER HEALTH had completed a transaction in which it acquired, absorbed, and assumed all financial obligations, operating decisions, protocols for medical and

surgical and radiological practice, and hiring and firing decisions regarding the rendition of patient care related to the entirety of the UNIVERSITY OF ARIZONA HEALTH NETWORK (hereafter UAHN), including THE ARIZONA UNIVERSITY MEDICAL SCHOOL TUCSON's assets, obligations, employees and agents operating out of what was formerly styled UNIVERSITY MEDICAL CENTER, TUCSON, which, as a consequence of acquisition by BANNER HEALTH, was renamed BANNER UNIVERSITY MEDICAL CENTER, TUCSON.

16. Based on information and belief, plaintiffs assert that even prior to the absorption of all of UAHN by BANNER, a valid contract provided for displacement of potential liability for physician malpractice during the provision of patient care away from the governmental entity, UNIVERSITY OF ARIZONA MEDICAL SCHOOL, TUCSON, (hereafter UAMST) as part of UAHN, onto a non-governmental entity, UNIVERSITY PHYSICIANS, INC., (the central provision of which contract is set out below as part of the Court Ruling cited below in Exhibit 3), and that this contractual displacement of potential liability for negligence during the course of rendering patient care has been continued through the process by which BANNER HEALTH acquired the UNIVERSITY OF ARIZONA HEALTH NETWORK in its entirety.

17. By information and belief, even prior to the BANNER acquisition and absorption of UAHN, any physician given faculty appointment by the UNIVERSITY OF ARIZONA MEDICAL SCHOOL was required to join and be bound by the policies and procedures of a non-governmental corporation, UNIVERSITY PHYSICIANS, INC. The relationship of THE UNIVERSITY OF ARIZONA MEDICAL SCHOOL and the

BOARD OF REGENTS OF ARIZONA on the one hand to UNIVERSITY PHYSICIANS, INC. on the other, included mandatory joining of UNIVERSITY PHYSICIANS, INC, by any physician given a faculty position at the Medical School and, most telling, the provision that any physician who, with or without that faculty appointment, worked at UNIVERSITY MEDICAL CENTER, TUCSON, accepted an explicit, written agreement precluding government-entity liability for malpractice committed by faculty members "in the course of rendering patient care." Only as to discrete teaching duties, as distinguished from "rendition of patient care," were faculty members, including attending physicians, residents and fellows considered "government employees."

18. Potential liability for malpractice committed in the course of rendering patient care at the government-run UNIVERSITY HOSPITAL, and later at the UNIVERSITY MEDICAL CENTER TUCSON, was thus at that time, prior to the acquisition, contractually displaced onto the nongovernmental entity, UNIVERSITY PHYSICIANS, INC. The terms of the contractual agreement between the UNIVERSITY OF ARIZONA MEDICAL SCHOOL and UNIVERSITY PHYSICIANS, INC., an agreement recognized and considered dispositive by civil courts in Arizona, resulting in denial of summary judgment in liability cases where the defendant physician's defense against an accusation of malpractice during rendition of medical care was that no government claim had been timely filed and processed had three relevant agreed-upon determinations. First: that a physician on the faculty of the UNIVERSITY OF ARIZONA MEDICAL SCHOOL, TUCSON had dual employment:

to the UNIVERSITY *and* to the private incorporated association of physicians, UNIVERSITY PHYSICIANS, INC. Second, to the extent his or her activity was purely research or teaching, that employee was considered a government employee, with the protections of government claims requirements. Third, to the extent, however, that his or her activity was the rendering of patient care, that employee was considered a non-governmental employee, an employee of UNIVERSITY PHYSICIANS, INC, without the protections of government claims requirements.

19. Specifically, the controlling letter agreement of July 21, 2003, regarding the obligations of any physician faculty employee, stated the following (See Exhibit 3, the Court holding in *Alsobrooks v Anton,* which cited this provision):

> "If you are providing clinical care to patients, you will also have concurrent employment with UPI, [UNIVERSITY PHYSICIANS, INC.] our clinical practice organization. You will be an employee of the Arizona Board of Regents, in your teaching, service and research capacities, and an employee of UPI for the delivery of health Care."

20. This determination of whom a faculty member was employed by as a function of the specific activity engaged in at the time of asserted tortious conduct has been held, even *before* the acquisition of the entire University of Arizona Health System by a private company, BANNER, to be sufficient to deny summary judgment to a defendant doctor claimed on the grounds of failure to submit a timely government claim, even in cases in which a faculty physician defendant rendered medical care in the presence of or alongside a resident (See Ex. 3). The physician in that case was held to be a government employee when he was teaching, but a private non-governmental entity making decisions about and rendering patient care.

21. By information and belief, one aspect of the acquisition of the entirety of the UNIVERSITY OF ARIZONA HEALTH NETWORK, including UNIVERSITY MEDICAL CENTER, TUCSON was that the structure and function of that prior physicians' corporation, UNIVERSITY PHYSICIANS, INC was replaced by BANNER UNIVERSITY MEDICAL GROUP or another functionally equivalent BANNER corporate entity whose identity will be revealed by discovery and which will be added to this litigation by DOE amendment. The specifics of that acquisition agreement will be verified during discovery in this action.

22. In sum, by information and belief, plaintiffs assert that the contractual agreement between the UNIVERSITY OF ARIZONA MEDICAL SCHOOL TUCSON and the UAHN, along with the ARIZONA BOARD OF REGENTS on the one hand, and UNIVERSITY PHYSICIANS, INC, on the other, even prior to the acquisition by BANNER explicitly established that working University of Arizona Medical School Tucson faculty members were employees of the University, i.e. government employees *only when engaged in teaching or research,* but as being nongovernmental employees, employed by UNIVERSITY PHYSICIANS, INC when actually rendering patient care; and that this distinction between conduct by these physicians as government agents and conduct that was not considered government employment continued after the acquisition of the UNIVERSITY OF ARIZONA HEALTH PROGRAM by BANNER HEALTH in early 2015, with the government-entity-liability-limiting function of that prior agreement with UNIVERSITY PHYSICIANS being carried forward through the new BANNER entity, even as what had previously been governmental entities, like

UAHN and previous non-governmental entities, like UNIVERSITY PHYSICIANS, INC. ceased to exist. All of the assets and administrative activities of these prior entities became those of a private corporation, leaving all personnel actually caring for patients, rather than doing teaching and research, including all named physician and corporate defendants in this action, without the protection against liability of government claims requirements.

23. Plaintiffs assert that if the distinction between government and non-government employment and conduct by individual physicians was legally sound when the Hospital, UNIVERSITY OF ARIZONA MEDICAL CENTER, TUCSON and the supervising entity, owner UAHN, were governmental entities or controlled by government entities, and the "independent group" –UNIVERSITY PHYSICIANS, INC.-was a NON-governmental corporate construct originating at the insistence of the UNIVERSITY OF ARIZONA MEDICAL SCHOOL, TUCSON and UAHN because of that institution's desire to avoid liability if a physician faculty member was called a "governmental employee" when litigants sued that faculty member for tortious medical care…then this distinction, i.e. the recognition that all physicians working at BANNER UNIVERSITY MEDICAL CENTER, INC, whether UNIVERSITY faculty members or not, were not and are not employees of the government *when they render medical care*, is prohibitively likely to have been retained after the private takeover of the entire UNIVERSITY OF ARIZONA HEALTH NETWORK.

24. This acquisition resulted in the hospital being renamed BANNER UNIVERSITY MEDICAL CENTER, and in the hospital being staffed and run by BANNER executives

and providers, transferred from other BANNER entities, who receive essential corporate benefits from the BANNER network and are subject to rules of conduct, including rules germane to the rendition of medical care, the violation of which permits BANNER to terminate these physicians. The likely 'independent entity" assuming liability for tortious conduct of these physicians while rendering patient care is no longer UNIVERSITY PHYSICIANS, INC., but BANNER HEALTH or one or more of BANNER HEALTH subsidiaries.

25. BANNER HEALTH explicitly employs not only ancillary staff, like the radiology technicians responsible for timely performance of radiographic procedures ordered on a "STAT" basis, but physicians as well, and has the right to exercise and recently has exercised the right to hire and fire physicians in the interest of BANNER's bottom line (see Ex. 4, recent media description of BANNER layoffs, including layoffs of physicians)

26. Though sometimes styled a "merger," the transaction between the UNIVERSITY OF ARIZONA HEALTH NETWORK by non-governmental BANNER HEALTH was in fact an acquisition and absorption, through which the absorbed entities ceased to exist. The absorption by BANNER HEALTH was described as an "acquisition" in which "BANNER will become the parent corporation" (see University of Arizona Health Plan documents, Ex. 5). The Arizona Daily Star analysis noted, the day the acquisition became final, "While Officials call the transaction a merger, BANNER HEALTH is the surviving entity" (See Ex.6), with the Vice President of Health Sciences at the University of Arizona, Dr. Joe G.H. "Skip" Garcia telling the public "The University

of Arizona Health network does not have the resources to take the lead in any hospital consolidation...that's why the network is expected to become part of the Phoenix-based Banner Health's growing health system, rather than the other way around. (See Ex. 7)."

27. By information, belief and research, plaintiffs assert that BANNER HEALTH paid off massive outstanding debt of the UNIVERSITY OF ARIZONA HEALTH NETWORK, the amount varying in different publications between $130 million and $300 million, and assumed complete managerial and supervisory responsibilities for all the facilities previously owned and managed by the UNIVERSITY OF ARIZONA HEALTH NETWORK. Even prior to the acquisition, BANNER's financial assets were dozens of times that of the UNIVERSITY OF ARIZONA HEALTH NETWORK. Former employees of the UNIVERSITY OF ARIZONA HEALTH NETWORK became BANNER employees, without significant job guarantees, subject to BANNER hiring and firing standards. Both Tucson.com's financial reviewers and those at BIZ TUCSON reported that "Banner executives would only say that current UAHN employees are guaranteed their jobs and benefits for six months after the closing planned for January 1, 2015 and would not speculate about any changes in total number of jobs, pay, or benefits" (See Ex.8). By information and belief, later commentaries on the final terms of acquisition cited provisions holding that for the first two years after the acquisition, employees, including physicians, could be fired only for cause; but thereafter were "employees at will" of BANNER.

28. With the acquisition, new executives at the highest managerial positions - CEOs, CNOs, and CHIEF MEDICAL OFFICERS- were appointed at UNIVERSITY

MEDICAL CENTER TUCSON AND SOUTH CAMPUSES; DESERT MEDICAL CENTER; THUNDERBIRD MEDICAL CENTER; AND ESTRELLA MEDICAL CENTER, among others. All of these were renamed as BANNER facilities, and all of the new CEOS, CNOs and CHIEF MEDICAL OFFICERS were prior BANNER executives. (See Ex. 9).

29. By information and belief and based on current published UNIVERSITY OF ARIZONA OFFICE OF GRADUATE MEDICAL EDUCATION, TUCSON information, it is not only *attending* physicians at BANNER clinics and HOSPITALS that are subject to BANNER's policies and procedures, whether or not they are on the faculty at the University of Arizona. *Even residents and fellows,* doctors fully licensed but seeking further credentialing as specialists as they care for patients, who are automatically given a faculty position at the University of Arizona at the inception of their residency or fellowship, receive a RESIDENTS/FELLOWS HANDBOOK upon commencing employment, more than a quarter of which is taken up with the Policies and Procedures of BANNER UNIVERSITY HEALTH GROUP, which they are required to follow (See Exhibit 10: BANNER portion of this Handbook). This BANNER section of the RESIDENTS/FELLOWS HANDBOOK includes requirements that minutely regulate the work activities of residents and fellows, all UAMS faculty members, in a manner so detailed and demanding as to be consistent only with employment, rather than independent contractor status. BANNER sets out the methods to be used in rendering patient care and to secure patient safety which these physicians must adopt and carry out; gives detailed requirements about the manner and

timing of all hospital documentation, including Emergency Room visits, Histories and Physical examinations, consultation reports, operative reports, special procedure reports, discharge summary reports, progress notes, death summaries and transfer summaries, with weekly review by the BANNER Health Information Management Services about compliance with BANNER policy, and with "automatic" suspension from the residency or fellowship program in case of delinquency.

30. BANNER'S section of the Handbook describes the BANNER-provided physician's disability coverage for Residents and Fellows; coverage for counseling for these physicians and their families; sets out BANNER anti-harassment policy, telling the residents and fellows that the described harassment "is unacceptable and will not be tolerated from **employees**" (emphasis added); sets out the BANNER-provided health insurance benefits for residents, fellows and their families; sets out BANNER's policy of continuing to pay salary to residents and fellows through periods of Jury Duty; asserts that the residents and fellows must subject themselves to Occupational Health Services "routine testing" and immunization, compliance with which "is a condition of continued employment;" requires residents and fellows to follow BANNER"s Infection and Reporting policies; sets out the BANNER 401K plan, in which BANNER matches resident and fellow contributions dollar-for-dollar up to 4% of total salary, with immediate vesting in the plan; and requires the resident or fellow to accept the determination of a BANNER HEALTH OCCUPATIONAL HEALTH SERVICES evaluation, with mandatory testing for potential drug abuse, among other personal but obligatory conditions of employment..

31. This full bore control by BANNER over the manner in which the residents and fellows provide medical care and conduct themselves, with BANNER jurisdiction over production of policies and procedures and enforcement of those policies the violation of which result in termination of employment are precisely the indices of employment that supported civil courts' refusal to declare other faculty members who were sued for tortious conduct in the course of rendering medical care to have the protection of government claims requirements, even before the acquisition.

32. Further, as noted, by information and belief the terms of the annexation agreement permit prior employees of the UNIVERSITY OF ARIZONA HEALTH SYSTEM to have the right to be fired by BANNER HEALTH only "for cause" for just two years. After that, they are at will employees of BANNER, and may be terminated for violation of any of BANNER's prescriptions of work habits, or for no stated reason at all.

33. Further, since that acquisition, "Conditions of Admission" documents at BANNER UNIVERSITY MEDICAL CENTER, TUCSON, to which conditions incoming patients are required to consent in writing, and which plaintiffs in this lawsuit signed on admission of their son CONNOR HARRIS, are printed on documents headed only "BANNER HEALTH" without mention of the University of Arizona Medical School or the University of Arizona at all. (See Exhibit 11.)

34. At no point after the acquisition by BANNER HEALTH were patients being admitted to BANNER UNIVERSITY MEDICAL CENTER TUCSON, including but not limited to the plaintiffs on admission of CONNOR HARRIS, informed that their legal rights to bring an action for medical negligence would be truncated by government claims

requirements and restrictions. To the contrary, there had been extensive coverage in the media of the conversion of the supervision and regulation of care from UNIVERSITY OF ARIZONA MEDICAL SCHOOL TUCSON MEDICAL CENTER to BANNER UNIVERSITY MEDICAL CENTER, with repeated reporting that all formerly University of Arizona Health Care system coverage had become private BANNER coverage.

35. Employees and agents and health care providers caring for patients after this acquisition were presented to patients admitted to BANNER UNIVERSITY MEDICAL CENTER, TUCSON, including the plaintiffs on admission of CONNOR HARRIS, as being agents, employees, or servants of BANNER HEALTH.

36. Further, according to the "Conditions of Admission" which plaintiffs were required to sign on admission of CONNOR HARRIS to BANNER UNIVERSITY MEDICAL CENTER, TUCSON, all physicians treating CONNOR HARRIS were denominated *"independent contractors"* who "may bill separately" for services, and were not presented as being agents, employees or servants of any governmental entity. No distinction between attending physicians and residents or fellows was made in this document. An 'employee' for purposes of the notice of claim statutes "includes an officer, director, employee or servant, whether or not compensated or part time, who is authorized to perform any act or service, ***except that employee does not include an independent contractor." A.R.S. § 12-820***(1). (emphasis added)

37. In light of the lists of facts set forth in the preceding paragraphs, there appears to be no legally plausible argument that the named physician defendants, including attendings,

residents and fellows, were government employees when they rendered medical care and treatment to CONNOR HARRIS, or that they were thereby entitled to the protection of government claims requirements.

By information, belief and research, these facts include the following: that not only were attending physicians required to belong to, abide by the practice protocols of, and accept the benefits and services from BANNER entities, all of a type normally rendered or required only by an employer; that residents and fellows were subject to detailed and substantial regulation of their conduct in caring for patients at BANNER UNIVERSITY MEDICAL CENTER, TUCSON on penalty of termination of employment; that billing for physician services, eventually resulting in payment of physician salaries and specific compensation for specific work was done by and through BANNER; that compliance with exacting BANNER standards of conduct and care was required of all physicians working at BUMCT, whether they were faculty members at University of Arizona Medical School, Tucson or not; that the entire University of Arizona Health Network, including physicians and other workers, had ceased to exist through absorption by BANNER, a private corporation; that BANNER paid of all of the outstanding $130 million to $300 million debt of UAHN; and that a billion dollar investment commitment by BANNER for medical care infrastructure of the acquired structures and recruitment of appropriate physicians was implemented; that BANNER had the right to hire and fire physicians and subject them to BANNER policies and procedures as "conditions of continued employment;" that the prior determination that there would be no government claims protection for dual employment when the

employment at issue was "rendition of patient care" rather than "teaching and research" was continued through the acquisition; and that the overall power given to BANNER by the acquisition agreement to supervise, regulate, hire and fire throughout took no prior University of Arizona regulations into account.

38. Plaintiffs allege that the transaction between BANNER and UAHN and its University affiliates was a complete absorption, pure and simple. The transaction is a "merger" rather than an "acquisition and absorption by BANNER HEALTH" about as much as a peanut "merges" with an elephant during morning feeding. The mere presence in the room while medical care is being rendered of physicians who are increasing their degree of training was not accepted by prior Arizona courts as making the physicians rendering medical care "government employees." Neither the purpose nor the case law on interpretation of government claims requirement statutes support the view that Residents and Fellows were ever intended to become "human shields against liability on the basis of the government claims requirements" for the non-government employees rendering that care. Further, this absorption by BANNER was not just of a hospital, but of the entire University of Arizona Health Network, including the medical and surgical practices of its physician base.

39. Further, specific named attending physician defendants potential claim of government-claim-related immunity from prosecution has independent diminished validity, by virtue of evidence that their private practice was only minimally and incidentally at BANNER UNIVERSITY MEDICAL CENTER, and that, as shown above, faculty

appointments, if present, did not automatically make them government employees during the course of their care of patients.

40. By information and belief and current listing of UNIVERSITY OF ARIZONA MEDICAL SCHOOL faculty, Surgeon Defendant JEFFREY HOEHNER, M.D. was not a member of the UNIVERSITY OF ARIZONA MEDICAL SCHOOL TUCSON faculty when he cared for CONNOR HARRIS. Rather he was a physician whose availability was put on the internet for marketing purposes on the BANNER HEALTH site, and was a Director and Officer, employee, agent and servant of ARIZONA PEDIATRIC AND UROLOGY, LTD, a non-governmental corporation. He carried on a substantial portion of his practice outside of BANNER UNIVERSITY MEDICAL CENTER TUCSON, including facilities like TUCSON MEDICAL CENTER, which facilities, like BANNER UNIVERSITY MEDICAL CENTER itself, were indisputably nongovernmental and unrelated to the University of Arizona. His status is proof that faculty membership was not required to render medical care at BANNER UNIVERSITY MEDICAL CENTER, TUCSON, and that therefore simply rendering medical care there in the presence of residents or fellows did not make him, or others, government employees during that rendering of care.

41. Other attending physicians named as defendants, though on the University faculty, included MARIE OLSON, M.D., who cared for CONNOR HARRIS at BANNER UNIVERSITY MEDICAL CENTER TUCSON, and who, like Defendant HOEHNER, carried out significant portions of their medical practices and marketed their medical practices outside of BANNER UNIVERSITY MEDICAL CENTER

TUCSON, in Defendant OLSON's case at TUCSON MEDICAL CENTER and on the internet, where she marketed herself as a physician available for Pediatric Emergency coverage anywhere. She, too, did not present herself to the community or to the plaintiffs as being a sole agent, or an agent to any degree of any governmental entity.

42. Defendant ARIZONA PEDIATRIC AND UROLOGY, LTD, likewise organized under the laws of the State of Arizona, was not a governmental entity, and was licensed to do business and was doing business at all times relevant to this action in the County of Pima, during which time it employed, and accepted as a Director and Officer and agent of the corporation Defendant JEFFREY HOEHNER, M.D., who was acting during all times relevant to this action within the scope of employment and agency of this corporation, and was not and is not a member of the faculty of the University of Arizona Medical School.

43. Neither BANNER UNIVERSITY MEDICAL CENTER TUCSON, nor BANNER HEALTH, nor BANNER UNIVERSITY MEDICAL GROUP nor ARIZONA PEDIATRIC SURGERY AND UROLOGY, nor any DOE corporation to be named are or were government-entities within the meaning of A.R.S. section 12-821 or 12-821.01, and are not listed as such in any government publication, designation, or site, and their employees, agents, and servants, when acting within the scope of employment of these corporations, as occurred in this case, are not and were not public or government-controlled employees at any level of government.

44. By information and belief, all decisions about medical care made for CONNOR HARRIS during the admission culminating in his death were made by attendings,

residents, or fellows at BUMCT, all of whom, while rendering medical care, were not government employees. No decisions were made solely by medical students at the University of Arizona Medical School.

III. Assertions of negligence, causation and harm

45. At all times relevant to this lawsuit, defendants GEETHA GOPALAKRISHNAN, M.D., MARIE L. OLSON, M.D., JEFF C. HOEHNER, M.D., SARAH MOHAMED DESOKY, M.D., EMILY NICOLE LAWSON, D.O., MARCOS ANDRES TERAN, M.D., DEMITRIO J. CAMARENA, M.D., PRAKASH JOEL MATHEW, M.D., JASON THOMAS ANDERSON, M.D., AND DOES 1 through 50, inclusive, were and now are physicians and surgeons, holding themselves out as duly licensed to practice their professions under and by the laws of the State of Arizona, and were engaged in the practice of their professions in the State of Arizona. During the course of CONNOR HARRIS' stay at BANNER UNIVERSITY MEDICAL CENTER TUCSON, where CONNOR died, CONNOR HARRIS had a physician-patient relationship with each named Defendant. By information and belief, plaintiff asserts that these physicians were members of, and/or bound by the policies and procedures of, and/or were paid and insured by BANNER UNIVERSITY MEDICAL GROUP or a BANNER Doe corporation to be named, at the time they rendered medical care to CONNOR HARRIS.

46. Defendants BANNER UNIVERSITY MEDICAL CENTER TUCSON, LLC, dba BANNER UNIVERSITY MEDICAL CENTER TUCSON, BANNER HEALTH, BANNER UNIVERSITY MEDICAL GROUP, AND ARIZONA PEDIATRIC SURGERY AND UROLOGY, LLC, defendant corporations, hospitals and the

remaining defendants, and each of them owned, named specifically or to be named as DOES, operated, managed and controlled both BANNER UNIVERSITY MEDICAL CENTER TUCSON, and other offices and clinics located elsewhere within the County of Pima, State of Arizona, and held themselves and their facilities out to the public at large and to KIMBERLY AND JEREMY HARRIS, the plaintiffs and parents of decedent CONNOR HARRIS, as being properly trained, equipped, fully accredited, competently staffed by qualified and prudent personnel, and as operating in compliance with the standard of due care maintained in other properly equipped, efficiently operated and administered accredited hospitals in their community, and as entities which credentialed and supervised its agents in accordance with the duty of care due to their community. CONNOR HARRIS was a patient of these entities, and by virtue of this health-care provider/patient relationship was owed a duty of care to meet the standards of care of such entities in their community.

47. Each Defendant, corporate or individual, named or to be named as DOES, ratified and affirmed the conduct of each other defendant. Each of the defendants was the agent, servant and/or employee of the other Defendants and acted within the course of said employment at all times relevant to this lawsuit.

48. Each and every named defendant at all times relevant to this lawsuit had a duty of care running to CONNOR HARRIS, a minor, to exercise that degree of care, skill and learning expected of a reasonable, prudent healthcare provider, as an individual provider or as a medical center, in the profession or class within the State acting in the same or similar circumstances.

49. Each and every named defendant breached that duty of care by acting negligently in its care and treatment of CONNNOR HARRIS. These breaches and this negligent care were legal and proximate causes of the avoidable and needless death of CONNOR HARRIS, causing thereby great harm to KIMBERLY AND JEREMY HARRIS for the loss of their first-born child.

IV. Doe Defendants.

50. All individual, partnership or Corporate DOES named as defendants in this action include, but are not limited to doctors, nurses, medical and/or radiology technicians, or corporations whose employees or agents assisted in providing medical care to CONNOR HARRIS, but whose names cannot be ascertained by the medical records.

51. All actions by these DOES which are the subject of this litigation were performed while these defendants were agents, servants, employees, assistants or consultants with one or more of the named defendants, were acting within the scope, course and authority of these relationships.

52. These DOE defendants, as well as all named defendants, had a duty of care running to CONNOR HARRIS, a minor, and therefrom to his parents, KIMBERLY AND JEREMY HARRIS.

53. Each and every named defendant, DOES or named, breached that duty of care by acting negligently in his, her, or its care and treatment of CONNNOR HARRIS.

54. These breaches and this negligent care were legal and proximate causes of the avoidable and needless death of CONNOR HARRIS, breaching the duty of care running to CONNOR HARRIS, a minor, and therefrom to his parents, KIMBERLY AND

JEREMY HARRIS, causing thereby great harm to KIMBERLY AND JEREMY HARRIS for the loss of their first-born child.

55. These DOE defendants are designated by fictitious names pursuant to rule **10(f)** of the Arizona Rules of Civil Procedure, in that their names are unknown to plaintiffs, by designating them under fictitious names, Plaintiffs preserve their right to assert a cause of action for medical negligence against them.

V. Direct and/or vicarious liability

56. The defendants, and each of them breached their duty of care to CONNOR HARRIS, and therefrom to KIMBERLY AND JEREMY HARRIS through a series of negligent acts and omissions, as the result of which a remediable condition, volvulus/malrotation of the small bowel in a 14 month old child, which is treatable with complete cure if diagnosed before large portions of bowel have died, and which had been recognized as an emergency surgical condition by the Emergency Room physician who arranged for middle-of-the-night helicopter airlift of CONNOR HARRIS to BANNER UNIVERSITY MEDICAL CENTER, TUCSON, Dr. DAVID BRYCE. The purpose of this transfer was specifically and explicitly to implement immediate diagnosis and surgical intervention through transfer to a facility where pediatric surgery specialists were available. Instead, the remediable condition went undiagnosed for more than 23 hours and untreated for 26 hours. During that lengthy period without diagnosis and treatment, CONNOR HARRIS' small bowel, the volvulus/malrotation of which was clear to CT examination when CT was finally done and finally interpreted by an attending radiologist, and which obstructed bowel could have been restored to normal

anatomy with surgery with complete recovery of the child had timely surgery been performed, was permitted to die, leaving CONNOR HARRIS with the entire extent of his small bowel dead, a condition incompatible with life.

57. Defendants may be liable directly for their negligent actions or failure to act, through respondeat superior, or through ostensible or implied agency.

VI. Facts of the Case

58. In the 14 months prior to October 23, 2015, CONNOR HARRIS, the first-born child of KIMBERLY AND JEREMY HARRIS, was born, grew, developed normally, reached all of the expected developmental milestones on time, and was a joy to and the light of the life of his parents.

59. In the early morning hours of October 23, 2015, Jeremy and Kimberly Harris brought their 14 month old son CONNOR to Mt. Graham Regional Center Emergency Room (hereafter MT. GRAHAM because CONNOR, since the prior evening, had exhibited intermittent screaming spells indicating severe pain, accompanied by drawing up of his legs, and vomiting of bilious material, with temporary relief of the pain and screaming with vomiting.

60. CONNOR was examined at MT. GRAHAM by Dr. David Bryce, a board certified, experienced Emergency Room Physician. The drawing up of the baby's legs, a classic sign of an abdominal source of pain in an infant; the vomiting with the relief of symptoms by vomiting, were classical signs of bowel obstruction. The reported bilious content of the vomitus suggested both the nature of the abdominal problem,

obstruction, and the likely location of the blockage: just beyond the second portion of the duodenum.

61. By 7 AM, on October 23, 2015, Dr. Bryce completed his examination of CONNOR, noting that an Abdominal Ultrasound performed at MT. GRAHAM was nondiagnotic, but a plain abdominal film of CONNOR showed a portion of the abdomen to be devoid of bowel, and the presence of a gas pattern and air fluid levels that made this x-ray most consistent with early bowel obstruction, findings that supported his clinical diagnosis of obstruction.

62. He determined therefore that CONNOR had an acute abdominal emergency requiring immediate CT scanning and evaluation by a Pediatric Surgeon. Dr. Bryce suspected volvulus as one common cause of obstruction in children Connor's age, but any of multiple causes of obstruction, because it had already been present overnight and showed no signs of remitting on its own, required dispositive diagnosis and surgical intervention on an urgent basis.

63. Dr. Bryce considered getting a CT scan, the dispositive test CONNOR needed, at MT. GRAHAM, but since there was no Pediatric Surgeon available at this small hospital, and since CONNOR's condition required immediate surgical evaluation and treatment, he elected to air-evacuate CONNOR to the nearest hospital which had a Pediatric Surgeon available for a stat evaluation – BANNER UNIVERSITY MEDICAL CENTER TUCSON- rather than to keep CONNOR in Mt. Graham for the needed CT or upper GI series when urgent surgery, of a type he could not provide locally, was likely needed. After speaking with the receiving physician at BUMCT, and after being

given assurances that the CT or UGI series would be done "stat" (meaning immediately, as a matter of extreme urgency) at BANNER UNIVERSITY MEDICAL CENTER as part of a similarly immediate evaluation by a pediatric surgeon, he ordered the helicopter transfer of CONNOR, along with all CONNOR's medical records prepared at MT. GRAHAM.

64. Bilious vomiting in a young child is universally accepted as being a sign of obstruction of the small bowel at a point beyond the second portion of the duodenum, the site at which bile enters the bowel.

65. According to the medical literature, including that written in part/contributed to by Defendant HOEHNER, bilious vomiting must be considered "an obstruction of the bowel until proven otherwise." (emphasis added.)

66. Prior to the helicopter transfer of CONNOR HARRIS from Mt. Graham Regional Center to Banner University Hospital Medical Center Tucson, (hereafter BANNER) at 7:10 AM, Dr. Bryce spoke directly with Defendant GEETHA GOPALAKRISHNAN, the physician at BANNER who agreed to accept CONNOR as a direct admission.

67. Defendant GOPALAKRISHNAN identified herself as a board-certified Pediatric Hospitalist. Dr. Bryce clearly and explicitly told Defendant GOPALAKRISHNAN that CONNOR was being transferred prior to getting a CT scan at MT. GRAHAM *specifically* because immediate surgery would very likely be needed once the CT diagnosis of persistent obstruction was confirmed, and that the purpose of the helicopter transfer was two-fold: to get an immediate CT scan of CONNOR's abdomen, or other

dispositive radiographic diagnosis, and to have a "stat" evaluation of CONNOR by a Pediatric Surgeon, with emergency surgery a strong likelihood.

68. Defendant. GOPALAKRISHNAN assured Dr. Bryce that the CT and the Pediatric Surgery consultation would be carried out "stat" through orders given immediately upon CONNOR's arrival at BUMCT.

69. .The transfer documentation sent by Dr. Bryce with CONNOR from Mt. Graham to BANNER during the transfer, which took place between 7:15 and 8:05 AM, included the reports of the abdominal film and Ultrasound already performed and interpreted at MT. GRAHAM, and Dr. Bryce's evaluation, explicitly documenting the presence of "bilious vomiting;" the relief of pain with emesis; the drawing up of the child's legs during spasms of pain, and Dr. Bryce's suspicion of "volvulus" or other acute abdominal surgical emergency, that diagnosis being based on both clinical and radiographic grounds.

70. On arrival at BANNER at approximately 8:10 AM: Defendant GOPALAKRISHNAN either chose not to order the promised CT, or an upper gi series that would have diagnosed the small bowel obstruction present in CONNOR, and not to order the promised stat consultation with the Pediatric Surgery service-or any Surgery service, or she went off duty without conveying to her successor the need for, and promise to carry out these orders. Instead, CONNOR was admitted to a General Pediatric Service, without orders by Defendant GOPALAKRISHNAN for a CT, an upper GI series, or a surgical consultation of any kind, much less "stat."

71. BANNER has apparently redacted any chart entry created by Defendant GOPALAKRISHNAN. Though she accepted the helicopter transfer of CONNOR to BANNER and spoke with Dr. Bryce, note documenting this conversation, or any participation of Defendant GOLPALAKRISHNAN in CONNOR's care is present in the records sent upon request of JEREMY AND KIMBERLY HARRIS.

72.. There is no evidence that Dr. GOPALAKRISHNAN was engaged in anything other than pure patient care, rather than teaching or research, during her care and treatment of CONNOR.

73. Though an Abdominal Ultrasound had already been performed and interpreted at Mt. Graham as being non-diagnostic, meaning that stat CT or upper gi series was required for diagnosis, and though stat Surgical consultation was required for specialty .evaluation and treatment, and though the admitting Hospitalist at BUMCT, Defendant GOPALAKRISHNAN had agreed to order these tests and consultations"stat," CONNOR was admitted to a General Pediatrics service rather than to the Surgical service, and instead of that CT and Surgical consultation, Defendant MARIE L. OLSON, who was the admitting attending Pediatric Hospitalist, ordered only a repeat abdominal Ultrasound.

74. Defendant MARIE L. OLSON, the admitting Pediatric Hospitalist for CONNOR, rendered and directed all care of CONNOR over the next 8-12 hours. At all times relevant to this lawsuit, Defendant OLSON was engaged in the rendition of patient care when making all medical decisions for CONNOR. She personally dictated many or most of the notes concerning CONNOR, and in the rare instance in which a chart entry

was prepared by a resident or fellow, she "attested to" the content of those notes, i.e. explicitly endorsed and adopted the findings, conclusions and plans in those notes, without which those plans would not have been carried out, and without which billing for surgical services by Banner would have been problematic. Any teaching involved in her care of CONNOR was incidental to her concrete responsibility to care for and preserve the life of an acutely ill child, possessed of life-threatening intestinal obstruction.

75. While in the Emergency Room at BANNER, CONNOR continued to vomit, which as noted in the transfer record, had been reported by the parents as being green (bilious). Defendant OLSON failed to order a CT, upper GI series or Surgical consultation until many hours after CONNOR's admission: 6 hours for the surgical consultation, 11 hours for the CT scan, and never for the upper GI series, during which time the surgical intervention which would have saved CONNOR's life was deferred until CONNOR's entire small bowel had died.

76. Pursuant to the applicable standards of care and the assurances given to Dr. Bryce as conditions of transfer, the radiographic studies and the stat surgical consultation which would have diagnosed and treated CONNOR's obstruction, respectively, should have been immediately ordered and carried out"stat" on CONNOR's admission. Instead, Defendant OLSON ordered a repeat Ultrasound, though one had been done and had been nondiagnostic shortly before transfer, then failed to follow up on this "STAT ultrasound" order to make sure that it was completed within approximately an hour, as required by the applicable standard of care, leading to a delay of 4-5 hours in its

performance, and more than six hours for its interpretation, while CONNOR's condition, undiagnosed, worsened.

77. At 8:13 AM: Defendant MARIE L. OLSON produced a History and Physical Exam for CONNOR's admission to the general pediatric service, in which her primary diagnoses were "fussiness in a 1 year old," tachycardia and tachypnea. The chief complaint, designed to be a compact description of the most important reasons for admission was, to Defendant OLSON: "crying spells for 2 days."

78. Defendant OLSON, in her admission note and in the tardiness of follow up she ordered and permitted, failed to appreciate the full significance of the presence of bilious vomiting; the diagnosis of possible obstruction on the prior abdominal film; the conclusion of a Board Certified Emergency Room physician, Dr. Bryce, that CONNOR likely had a surgical abdomen; or the relief of CONNOR's pain with bilious vomiting, the latter a cardinal sign of proximal bowel obstruction. Her orders failed to seek any surgical consultation. Her note culminated in an order for a repeat abdominal ultrasound, "stat" - but no order for CT scan, upper GI series or surgical consultation.

79. The "differential diagnosis" list OLSON set out in her admission History and Physical Exam included "intussusception, UTI/Pyelo [Urinary Tract Infection/Pyelonephritis], appendicitis, volvulus, meningitis, septic joint, osteomyelitis, viral syndrome, trauma, constipation, and bacteremia." However, she wrote or dictated no orders designed to rule in or rule out volvulus, meningitis, septic joint, osteomyelitis, viral syndrome, trauma or bacteremia. In sum, Defendant OLSON first set out possible causes of CONNOR HARRIS' presenting symptoms, which she considered probable enough to

require "ruling out"....then did nothing and wrote no orders that would in fact rule in or rule out these possible diagnoses. Had she ordered testing to "rule out" volvulus, to a reasonable medical certainty, these tests would have confirmed the malrotation of the small bowel that CONNOR had, and CONNOR would have been operated on early, before he sustained massive death of his small bowel, and would have survived with no or minimal residua.

80. Though Defendant OLSON dictated at the conclusion of that initial admission note **"there is concern for intra-abdominal pathology based on his legs being curled up and the history of vomiting,"** and **"Ruling out a surgical abdomen is a priority at this time"....**she ordered nothing except a repeat of an already performed and non-diagnostic Ultrasound to rule out a surgical abdomen, then or for another five and a half hours. In light of the recognition that ruling out a surgical abdomen was a priority, the applicable standard of care required the ordering of a stat CT or upper gi series on a Stat basis. The standard of care in this situation is to perform and interpret such stat testing within less than one hour of the stat request. A diagnosis in CONNOR of malrotation of the bowel, which was present to be diagnosed on CT scan on transfer to BUMCTshould have been made, pursuant to the standard of care, by 9:10 AM or thereabouts, with surgical intervention following on an expedited basis, when CONNOR's bowel was still alive.

81. Defendant OLSON's apparent conclusion was that the main reason for CONNOR's admission was <u>not</u> for the surgical emergency for which the helicopter transfer was in

fact ordered, but as she stated, that CONNOR was "admitted to Diamond Children's for further management and treatment of fussiness of unknown source."

82. Between 8:13 AM and 1:38 PM (5 hours 25 minutes): the "stat"-ordered repeat Ultrasound was not performed. No effort was made by Defendant OLSON or any other physicians to follow up on the "STAT" ordered ultrasound in a patient in whom "Ruling out a surgical abdomen was a priority" to see the cause of or to remedy this delay; nor was a surgical consultation requested during those 5 ½ hours. The Ultrasound was done at 1:38 PM but no interpretation was made available to the clinicians for another hour.

83. Between 1:38 PM and 2:37 PM: no interpretation of the "stat" ultrasound, ordered more than 5 ½ hours earlier, was given. Then, Defendant SARAH MOHAMED DESOKY interpreted this Ultrasound as showing "free fluid throughout the abdomen" and with the finding of "a hyperechoic focus... likely representing an appendicolith," and her conclusion was "findings in keeping with appendicitis, with probable perforation due to distribution of free fluid in the abdomen and pelvis." At all times relevant to this lawsuit, Defendant DESOKY was engaged in the rendition of medical care.

84. This ultrasound interpretation, which was already delayed to more than 6 hours after emergency admission, was entirely erroneous and misleading, with lethal ultimate consequences: consonant with the fact that appendicitis in children this young, 14 months, was prohibitively rare, expert review of this same ultrasound reveals that contrary to Defendant DESOKY's interpretation, there is no appendix visible on this ultrasound; there is no appendicolith visible on this study; Defendant DESOKY had mistaken other, normal abdominal structures for the appendix; and the fluid and gas

pattern was inconsistent with DESOKY's presumptive diagnosis of appendicitis, but rather, as Dr. Bryce had insisted almost seven hours earlier, most consistent with an acute abdominal process that had produced abnormal intra-abdominal fluid and areas of dilated or fluid-filled bowel throughout the abdomen, likely caused by an obstruction, for which immediate further radiographic evaluation through CT or upper GI series and surgical evaluation and treatment was necessary to preserve CONNOR's life.

85. At 2:37-3:13 PM, despite a reported radiographic diagnosis of perforated appendix with free fluid in the abdomen in CONNOR by Defendant DESOKY, Defendant OLSON ordered no "stat" surgical consult.

86. At 3:13 PM, now 7 hours after emergency admission: A routine surgical consultation was requested by Defendant OLSON. The chart entry indicated the opposite of urgency, evidencing the casualness of this consultation, in stating "Surgery was called and will be by." Antibiotic treatment was begun.

87. Between 2:37 PM and 5:46 PM, up to 9 ½ hours after emergency admission: no further evaluation for acute surgical abdomen was documented by Defendant OLSON or any other physician and no surgical consultation was performed. The delay in surgical consultation from the time of admission, when stat consultation had been strongly advised by the referring ER physician, Dr. Bryce, was ultimately approximately 9 1/2 hours.

88. At 5:46 PM: a note attested to by attending pediatric surgeon Defendant JEFFREY HOEHNER, MD documents the non-stat, routine surgical consultation done on

CONNOR HARRIS. Defendant HOEHNER's note stated that his abdominal evaluation of CONNOR was "difficult to appreciate because of treatment for pain and with antibiotics." Defendant HOEHNER relied on the absence of fever and elevated white blood counts to first seek "further radiographic imaging" before taking action on a patient who at that point had gotten clinically worse in the setting of a presumed perforated appendix and early peritonitis. The white blood count he relied on had been performed 9-10 hours earlier, on admission, hence was of marginal value at 5:46 PM, the time of Defendant HOEHNER's evaluation note, especially in a clinically deteriorating patient.

89. Further, perforated appendix without fever or elevated white blood count is virtually unheard of, particularly a number of hours after the perforation.

90. Defendant HOEHNER took no notice of the meaning of documented bilious vomiting, or the relief of pain with vomiting, each of which are cardinal signs of small bowel obstruction and which are usually not seen in appendicitis. The surgical consultation note is substantially a "cut and paste" of prior notes, rather than a contemporaneous independent surgical evaluation of CONNOR.

91. Defendant HOEHNER himself had contributed to a section of a published SURGICAL BOARD REVIEW, which put forth the advice that "bilious vomiting in a small infant is intestinal obstruction until proven otherwise."

92. The absence of fever or elevated white blood count at 5:46 PM, along with CONNOR's clinical presentation at that time is strong evidence that the malrotation of CONNOR's small bowel had not yet progressed to widespread death of the bowel, and that surgery

to correct the malrotation that was present would have, if performed timely, resulted in CONNOR's complete recovery.

93. Between 5:46 PM and 10:26 PM, now 14 hours after emergency transfer: the chart documents confusion in the Radiology, Surgery and Pediatrics services about what further radiographic studies were to be done on CONNOR to diagnose the cause of what had been confirmed clinically and through prior Ultrasound and abdominal films to be abdominal pathology with possible perforated bowel. Initial orders and consents, at about 7 PM, called for an MRI, which the Radiology Department never performed.

94. The consequence of the failure of Pediatrics, Surgery or Radiology to carry out the ordered CT or MRI was an additional delay in the performance of what should have revealed the diagnosis of the cause of CONNOR's surgical emergency, malrotation of the small bowel, for yet another 4 ½ hours.

95. CONNOR HARRIS' clinical condition deteriorated during the 4-5 hours that the CT or MRI ordered at 5:46 was delayed, with no explanation in the medical record for *why* the urgently needed CT or MRI, on a child with a surgical abdomen, was not done for so long a period of time.

96. The Pediatric Hospitalist attending, caring for CONNOR overnight, DR. ALICE PALMER, documented in a later chart entry the frustration of the Pediatrics service with this delay in performance of a critical CT, and that CONNOR got worse during this 4-5 hour delay. She dictated the following: "After surgery evaluated the patient early this evening [5:46 PM], they recommended further imaging by CT or MRI. We attempted to order stat MRI, appendicitis protocol early in the night, however, this kept

getting delayed. Over the course of the evening, CONNOR's abdominal examination worsened, with increased distension."

97. At 10:26 PM, 14 hours after emergency admission, the CT scan was completed was reviewed by Surgery and Radiology residents or fellows. Defendant DESOKY, the radiology attending and supervising radiologist, did not that night interpret that CT or review the interpretation given by an unsupervised resident or fellow, DOE #1.

98. By information and belief Defendant DESOKY was not called about coming into the hospital to interpret this critically important CT and was not given an opportunity to review the CT scan remotely, though remote review of and interpretation of critical films was generally available at competently staffed and equipped hospitals of BUMCT's size.

99. The failure of competent and timely review of this CT scan, which required either immediate review by an attending physician as a matter of departmental policy, or the recognition by the resident or fellow who initially reviewed this CT scan that CONNOR's worsening condition required that a more experienced Radiologist make the final determination, each violated the applicable standards of care as to BUMCT, as to the BUMCT Radiology Department, as to the resident or fellow who decided to interpret this study without calling attending DESOKY for assistance, and this particular delay was a legal and proximate cause of CONNOR's death, since the acute surgical emergency, malrotation of the small bowel, with beginning though not yet extensive ischemia (lack of oxygen) was clearly visible on that CT, to be interpreted and acted upon by competent surgeons, if a competent interpretation had been rendered.

100. The Radiology resident or fellow, interpreting the CT on his or her own, noted many distended loops of small bowel suggestive of obstruction, with NO appendix or appendicolith noted. These radiographic and clinical findings at 10:26 PM were inconsistent with appendicitis and were consistent only with an acute surgical abdomen caused by worsening obstruction of the small bowel, specifically malrotation of the small bowel, requiring immediate surgery to save CONNOR's life.

101. The Radiology resident's report of that 10:26 PM CT to the Pediatric and Surgical Service has been redacted by BANNER UNIVERSITY MEDICAL CENTER or by BANNER HEALTH from the copies of CONNOR's Medical Records made available to JEREMY and KIMBERLY HARRIS, so the name of the resident or fellow who failed to recognize malrotation of the small bowel on this CT scan and chose not to consult the attending Radiologist on duty, is not yet known to us, but will be added as DOE #1 when that information is obtained through discovery. The actual written or dictated "wet reading" of that CT, on which the Surgical service relied, has also been redacted. The radiology resident or fellow's reading is available only indirectly, through review of the notes of the Surgery and Pediatrics Service in which that interpretation is referenced.

102. By information and belief, plaintiffs assert that negligent understaffing and under-supervision of the technicians in the Radiology Department, led to both delays in radiographic diagnosis of CONNOR-the six hour delay in obtaining a "Stat" Ultrasound interpretation and the four and a half hour delay in obtaining an urgent CT interpretation, and this negligence was a function of substandard performance by

BANNER UNIVERSITY MEDICAL CENTER, TUCSON and attending physician DESOKY; that they violated the applicable standard of care with these delays and misinterpretations of studies performed; and that these delays resulted ultimately in the failure of interpretation of that CT by the on-duty attending physician, DESOKY, instead permitting a Radiology resident or fellow to interpret this CT on his own, during which he failed to identify a life threatening CT finding, malrotation of the small bowel. That misinterpretation in turn was a significant contributing factor in the deferring of surgery until the next morning, when at 7:30 AM DESOKY herself came in for morning rounds, immediately discerned the malrotation as she viewed the previous night's CT, and called Surgery with the information that a surgical emergency had existed...undetected by the Radiology, Surgery, or Pediatrics service... since 10 hours earlier.

103. Not only radiographic, but strong clinical evidence of the need for immediate surgery at or about 10:26 PM was ignored by Defendant HOEHNER. At or about 10:26 PM, the Surgery service, which had not followed or re-examined CONNOR in the interim since its examination at 5:46 PM, was called by Pediatrics for a re-evaluation of CONNOR, because of the Pediatrician's concern that CONNOR had developed a fever of 38 degrees (over 100 degrees Fahrenheit), a heart rate in the 200s (normal no more than 100), a fast respiratory rate (more than 20/minute), blood pressures dropping at times to 40 systolic (normal 100 or greater), lethargy, abdominal distension, abdominal guarding and absence of bowel sounds.

104. The standard of care in surgery required early recognition that bilious vomiting in an infant required dispositive testing ruling out intestinal obstruction; prompt ordering of CT or UGI to rule in or rule out obstruction; and, given the clinical deterioration of Connor Harris by 10:26 PM on the night of admission, the performance of emergency abdominal surgery, which to a reasonable medical certainty would still have saved Connor Harris' life.

105. After that Surgical re-evaluation at or about 10:26 PM., after discussions with the residents and fellows, examination of the deteriorating child, and review of the CT scan which had finally been performed but had been interpreted, at that late hour, only by a Radiology resident or fellow, Defendant HOEHNER's decision, rather than taking CONNOR immediately to surgery, was to "give antibiotics" (which had already been given for almost eight hours, without prevention of CONNOR's clinical deterioration); to "give fluids" (three boluses of which had already been given, without raising CONNOR's blood pressure); to insert an NG tube; and to defer surgery; and to "re-evaluate the patient in the morning." By the time that re-evaluation was done, after another 12 hours of "observation of a deteriorating child," CONNOR's small bowel, salvageable in toto at 10:46 PM...was dead.

106. Between 10:46 PM, the time of Defendant HOEHNER's decision that "observation with an NG tube" with fluids and antibiotics, rather than exploratory surgery and reduction and repair of a bowel obstruction, was all that CONNOR required and 7:30 AM the following morning, no one on the Surgery service examined CONNOR, or

called in to check his status, and no one on the Pediatric Service asked Defendant HOEHNER to reconsider his decision.

107. This decision by Defendant HOEHNER to give orders to perform no new treatment other than inserting an NG tube overnight to a child who had been transferred on an emergency basis by helicoptor 17 hours earlier because of a presumed surgical abdomen; who had had a presumptive appendiceal perforation diagnosed 8 hours earlier; who had responded neither to antibiotics nor to fluid; and who had, over the prior 5 hours become hypotensive despite fluid infusions, showed increasing signs of peritonitis, had become lethargic, with a distended and silent abdomen, and had raised his heart and respiratory rate to clinically alarming levels, was a gross violation of the standard of care in Pediatric Surgery, which violation was a proximate and legal cause of CONNOR's death, independent of any misreading or delays in performance of radiographic studies.

108. At 10:46 PM, Defendant HOEHNER was obliged by the applicable standard of care to perform abdominal surgery on CONNOR both because CONNOR's acute abdomen and general clinical condition, after a presumptive diagnosis of perforated appendix, had clearly deteriorated over 5 hours despite fluid and antibiotics, and because, the CT interpretation, even by the resident or fellow at 10:46 PM was not consistent with acute appendicitis, so surgery was required for acute worsening of a surgical abdomen of unknown cause.

109. The findings present on CT scan and the clinical presentation of CONNOR at or about 10:46 PM were, pursuant to the applicable standard of care, independent findings

requiring emergency abdominal surgery on CONNOR, which surgery, to a reasonable medical certainty, would have saved CONNOR's life, permitting him to recover fully.

110. At 11:09 PM: a single x-ray view of the abdomen was taken by Radiology. Like the earlier CT, it was interpreted only be a resident or fellow, and the appropriate diagnosis was missed. The plain film also was NOT interpreted as being consistent with malrotation, though in fact, upon expert review and review by an attending the next morning, the findings were highly suggestive of high grade small bowel obstruction, of which malrotation was one plausible cause.

111. Between 10:26 PM on October 23, 2015 and 7:30 AM on October 24, 2015 (an additional 9 hours), the Pediatric service "observed" CONNOR, receiving, as ordered by Defendant HOEHNER, the fluids, antibiotics and NG suction ordered overnight in place of emergency surgery, as they brought about no improvement in CONNOR's condition.

112. At 1:49 AM on October 24, Dr. ALICIA PALMER, then the Pediatric Hospitalist responsible for CONNOR's care, wrote a chart note describing CONNOR's condition and the efforts of the Pediatrics Service to obtain surgical treatment for CONNOR earlier, at 10:46 PM, as the degree of deterioration and the deep concern the Pediatrics service over CONNOR's deterioration and need for surgery had not been reflected in the earlier chart entry to which Defendant HOEHNER attested.

113. Despite the concern for CONNOR's deterioration set out in ALICIA PALMER's note at 1:49 AM the force of Defendant HOEHNER's decision at 10:46 PM assured

that neither the attending Pediatrician nor anyone else caring for CONNOR sought further surgical consultation through that night..

114. At or about 6-7:30 AM, on October 24, 2015 now 23 hours after CONNOR's emergency admission, Defendant DESOKY, the Radiology Attending, came in for her usual morning rounds, and reviewed the CT scan that had been interpreted 9-10 hours earlier by DOE #1 Radiology resident or fellow. Defendant DESOKY immediately recognized a malrotation of the small bowel, with early signs of bowel damage from ischemia; understood that this finding constituted evidence of a critical surgical emergency; and contacted Defendant HOEHNER and his service with that information. Her interpretation of the CT scan which had been done nine hours earlier was: "findings of malrotation with midgut volvulus and diffuse small bowel ischemia."

115. On the morning of October 24, Radiologist MICHAEL KAPP re-interpreted the prior night's single abdominal film, which had been taken at 11:09 PM on October 23, as "left upper gas pattern consistent with CT findings of malrotation." Both interpretations of the prior night's films by attending Radiologists that morning, October 24, that of the earlier CT and that of the earlier flat plate of the abdomen contradicted the inaccurate interpretations by DOE #1 Radiology resident or fellow the previous night.

116. At 8:30 AM, on October 24, The Pediatrics service documented "Called by Dr. Desoky, Peds Radiology. *CT scan re-read concerning for malrotation and volvulus.* Peds Surgery contacted. *Discussed case with Dr. Hoehner. Plan to take Patient to OR emergently.*" (emphasis added)

117. At surgery, begun in mid-morning of October 24, approximately 26 hours after emergency admission, the operative note being dictated at 1:22 PM on October 24, the findings were **"the entirety of the small bowel from the duodenum to the cecum was ischemic and necrotic...and not salvageable."** CONNOR's entire small bowel, from beginning to end, had been permitted to die as the result of the circulatory compromise issuing from bowel obstruction untreated after admission to BUMCT for more than 24 hours. CONNOR could not be saved. He died later that day.

118. Later notes in CONNOR's medical record indicate: "the CT of 10/23 was misread" and once CONNOR was in the Pediatric ICU, for the first time more than 28 hours after emergency admission, after JEREMY and KIMBERLY HARRIS were told that there was no possibility that CONNOR could survive the loss of his entire small bowel, the attending physician wrote "I also disclosed and explained that the radiology resident read of the CT scan was different from the morning read by the attending and did not describe the bowel injury or the other critical findings. I explained this could have led to a delay in surgery."

119. However, no responsibility for CONNOR's death was taken by any physician, at BANNER UNIVERSITY MEDICAL CENTER or later, either for negligence, or for the results of that negligence, as this attending physician then dictated "I am still unsure if this [earlier surgery] would have led to a different outcome, because Connor's presentation has been very atypical from the beginning;" and though it was then clear that the earlier CT interpretation, On October 23, was not merely "different from" the

later reading on October 24, , but that it was completely in error, having missed the radiographically clear signs of a surgical emergency.

120. Further, contrary to this self-serving note of October 24, just prior to CONNOR's deah, CONNOR's clinical presentation was not atypical in the least, but was classically that of a child with an acute surgical abdomen from a proximal small bowel obstruction, recognized immediately for what it was in the Mt. Graham Regional Emergency Room by Dr. David Bryce.

121. In addition, the CT findings, when that study was finally done 14 hours after admission, were likewise classic...not atypical... for malrotation of the small bowel and the need for emergency surgery, as shown by Defendant DESOKY's interpretation the next morning, and later confirmed by the surgical findings later that day.

122. In addition, the clinical deterioration of CONNOR the night before his death was classic for a child needing emergency surgery for an abdominal emergency, regardless of radiographic findings.

123. Contrary to the representation made in the PICU when CONNOR had died, CONNOR'S clinical presentation on admission to BUMCT; his CT findings; and the progression of his clinical symptoms were each classic for acute abdominal pathology requiring rapid diagnosis and urgent or emergency abdominal surgery. Had the CT scan or upper GI series for which CONNOR HARRIS was explicitly transferred to BANNER UNIVERSITY MEDICAL CENTER TUCSON been performed as promised, early on the day of admission, to a reasonable medical probability the

diagnosis of malrotation would have been made, and curative life-saving surgery would have been performed early on October 23rd.

124. The expressed "uncertainty about whether better care would have led to a different outcome" was self-serving and designed to mislead JEREMY AND KIMBERLY HARRIS into not considering litigation, and was successful in that regard for a year.

125. CONNOR HARRIS was pronounced dead after JEREMY and KIMBERLY HARRIS, on advice of PICU physicians, permitted the cessation of life support.

VIII. Specific causation and harm

126. Bilious vomiting in a young infant means intestinal obstruction until proven otherwise.

127. Malrotation of the bowel, if diagnosed and treated prior to the massive death of bowel, is virtually always a fully remediable surgical condition.

128. Neglect of this condition permits decreased blood flow to the bowel and prolonged obstruction. Prolonged obstruction, from an undiagnosed volvulus, or twisting of the bowel, as was present in CONNOR, results in prolonged reduction of blood flow to the bowel, starving the bowel of vital oxygen and nutrients. This in turn leads to tissue death of the bowel. In addition, prolonged untreated obstruction causes accumulation of material in the wall of the bowel and increased pressure in the wall of the bowel, with eventual swelling of the bowel, then harmful further increase in pressure in the bowel wall first to greater than venous then to greater than arterial pressure, followed by the cutting off of circulation to the bowel, perforation of the bowel, peritonitis and bowel death from lack of oxygen.

129. In addition, the malrotation itself, the cause of the obstruction, may twist the arterial supply to the bowel causing circulatory compromise, which adds to the harmful effects of obstruction.

130. Immediate diagnosis of malrotation when symptoms of obstruction, including bilious vomiting, occur in a young child, and immediate surgical correction of the malrotation are required by the standard of care. When performed before the wholesale death of bowel that occurred in CONNOR during 24 hours of neglect, the outcome is usually complete recovery of the child.

131. The named and DOE defendants, and each of them, directly or vicariously, failed to comply with the applicable standards of care in multiple ways, including but not limited to the following:

1) failing to obtain a stat initial surgery consultation as promised as a condition of transfer;
2) failing to obtain a stat or immediate CT scan as promised as a condition of transfer; and failure to obtain a stat upper gi series when the stat CT scan was not performed;
3) failing to appreciate the meaning of repeated bilious vomiting;
4) failing to appreciate the meaning of prompt relief of abdominal pain with emesis;
5) failing to make sure that the initially ordered "stat" ultrasound was performed and interpreted on a "stat" basis, resulting in a delay in all diagnostic and therapeutic decisions of more than six hours;

6) failing competently to interpret the initially obtained ultrasound examination as showing evidence of obstruction rather than appendicitis, evidence of which latter diagnosis, appendicitis, was not present;

7) failing to obtain a "stat" surgical consultation not only on admission, but after the ultrasound interpretation of perforated appendix six hours later, resulting in a further delay in all diagnostic and therapeutic decisions of three more hours;

8) failure of the surgical service promptly to respond to a request for consultation contributing to that further delay of three hours; the total delay between admission for surgical consultation and the performance of that consultation being just shy of ten hours;

9) failure to obtain a "stat" CT scan immediately after surgical consultation, resulting in a delay in diagnostic and therapeutic decision of another four and a half hours;

10) failure to competently interpret the CT scan done on October 23;

11) failure to have the attending physician, DESOKY either come in to interpret this critical CT scan or review it remotely, resulting in another delay in diagnosis and therapy of 8-9 hours, until the morning of October 24; and

12) failure to proceed immediately to surgery at 10:49 PM on October 23, *regardless of radiographic studies*, when CONNOR had become febrile, with a distended abdomen, abdominal guarding, absence of bowel sounds,

heart rate above 200, blood pressure in the 40s, with new lethargy, all despite prior and ongoing antibiotic and fluid replacement.

132. These deviations from the standard of care were the proximate and legal causes of the avoidable and needless death of CONNOR HARRIS from an eminently treatable surgical condition. Defendants and each of them breached their duty of care to CONNOR HARRIS, JEREMY HARRIS and KIMBERLY HARRIS, and this breach caused the death of CONNOR HARRIS, causing great harm to JEREMY and KIMBERLY HARRIS.

133. These defendants, and each of them wantonly, recklessly and unreasonably showed disregard for the health and safety of CONNOR HARRIS, and acted in a manner so as to unreasonably expose decedent CONNOR HARRIS to probable serious harm and death, which risk was realized when CONNOR HARRIS died on October 24, 2015 from an illness which with appropriate medical care would have permitted his complete recovery

134. As a direct, legal and proximate result of Defendants' negligence, JEREMY AND KIMBERLY HARRIS have lost the love, comfort, support, care, and affection that would have been provided by their deceased, first-born infant son.

WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

1. For special damages, including medical bills, to be proven at trial;
2. For wrongful death damages of the survivors of CONNOR HARRIS, alleged under A.R.S. section 12-613;
3. For costs incurred; and

4. For such other and further relief as this Court deems just and proper under the circumstances

DATED this 21st day of September 2017

LAW OFFICE OF JOJENE MILLS, P.C.

By_____
JoJene Mills

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ARIZONA CORPORATE COMMISSION LISTINGS FOR "BANNER" CORPORATIONS

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Name Type	TRADE NAME
File Number	L07424640
Company	BANNER SURGERY CENTERS, LLC (/Details/Corp?corpId=L07424640)
Name Type	L.L.C.

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Entity Type

All

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File Number	L15926315
Company	BANNER TACTICAL ENTERPRISES, L.L.C. (/Details/Corp?corpId=L15926315)
Name Type	L.L.C.
File Number	L15701891
Company	BANNER TACTICAL, L.L.C. (/Details/Corp?corpId=L15701891)
Name Type	L.L.C.

APPV1 -69

File Number	285702
Company	BANNER THUNDERBIRD MEDICAL CENTER (/Details/SOS?fileNumber=285702)
Name Type	TRADE NAME
File Number	3006512
Company	BANNER THUNDERBIRD SURGICENTER, L.P. (/Details/SOS?fileNumber=3006512)
Name Type	FOREIGN LIMITED PARTNERSHIP
File Number	628259
Company	BANNER TOOL SERVICE (/Details/SOS?fileNumber=628259)
Name Type	TRADE NAME
File Number	L12130193
Company	BANNER TRANSPORTATION SERVICE, LLC (/Details/Corp?corpId=L12130193)
Name Type	L.L.C.
File Number	L21833252
Company	BANNER UNION HILLS SURGERY CENTER, LLC (/Details/Corp?corpId=L21833252)
Name Type	L.L.C.
File Number	L20371843
Company	BANNER--UNIVERSITY DENTAL SERVICES, LLC (/Details/Corp?corpId=L20371843)
Name Type	L.L.C.
File Number	L20371865
Company	BANNER--UNIVERSITY HOSPITAL BASED PHYSICIANS, LLC (/Details/Corp?corpId=L20371865)
Name Type	L.L.C.

File Number	L19652120
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Name Type	L.L.C.
File Number	L19652110
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Name Type	L.L.C.
File Number	05101800
Company	BANNER-UNIVERSITY MEDICAL GROUP (/Details/Corp?corpId= 05101800)
Name Type	CORPORATION
File Number	L20344975
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Name Type	L.L.C.
File Number	L20371832
Company	BANNER-UNIVERSITY PHYSICIAN SPECIALISTS, LLC (/Details/Corp?corpId=L20371832)
Name Type	L.L.C.
File Number	L20371901
Company	BANNER--UNIVERSITY PRIMARY CARE PHYSICIANS, LLC (/Details/Corp?corpId=L20371901)
Name Type	L.L.C.
File Number	L20371898
Company	BANNER--UNIVERSITY SUPER SPECIALISTS, LLC (/Details/Corp?corpId=L20371898)
Name Type	L.L.C.

APPV1 -7.1

File Number	L18176415
Company	BANNER UNLIMITED SOLUTIONS LLC (/Details/Corp?corpId=L18176415)
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File Number	L16832090
Company	BANNER URGENT CARE--ARIZONA, LLC (/Details/Corp?corpId=L16832090)
Name Type	L.L.C.
File Number	L21052986
Company	BANNER URGENT CARE SERVICES, LLC (/Details/Corp?corpId=L21052986)
Name Type	L.L.C.
File Number	L20893430
Company	BANNER WATER TECHNOLOGIES, LLC (/Details/Corp?corpId=L20893430)
Name Type	L.L.C.

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EXHIBIT #2:

ARIZONA REPUBLIC: 25 LARGEST EMPLOYERS IN ARIZONA, 2015-2016

Arizona Republic 100: State's largest employers in 2016

Russ Wiles, The Republic | azcentral.com Published 1:07 p.m. MT April 22, 2016 | Updated 5:00 p.m. MT May 9, 2017

(Photo: Nick Oza/The Republic)

With little fanfare, Arizona in recent months finally closed the books on the recession, with statewide employment now higher than it was prior to the downturn.

Arizona's largest non-government employers are doing their part, gradually boosting their job totals. These diverse corporations and non-profits – retailers, resorts, semiconductor manufacturers, hospitals, restaurant chains, power utilities and others – cumulatively account for nearly 520,000 jobs, or nearly one in four private-sector positions.

But as the nation and state move closer to full employment, more big enterprises are having trouble filling positions. Meanwhile, the recent push for minimum wages of $15 an hour could pressure the finances of these enterprises, and the demands of Millennials for flexibility and greater work/life balance portend fundamental changes in the employment environment.

Our annual Republic 100 report (/story/money/business/jobs/2016/04/22/arizonas-100-top-employers-grow-slowly-change-times/81456990/) on the state's largest non-government employers assesses these and other trends, such as the emergence of casinos and the muscle exerted by nonprofits in health care, while highlighting the key entities on which so many Arizonans depend for a living.

Republic 100 ()

Rank	Company	2016 employees	2015 employees
1	Banner Health	39,858	38,527
2	Walmart Stores Inc.	34,856	32,000
3	Kroger Co.	16,856	16,856
4	McDonald's Corp.	15,781	13,853
5	Wells Fargo & Co.	15,071	14,613
6	Albertsons Companies	14,490	14,490
7	Intel Corp.	11,300	11,000
8	HonorHealth	10,600	10,500
9	American Airlines Group	10,000	10,100
9	The Home Depot Inc.	10,000	9,785
9	Honeywell International Inc.	10,000	9,500
12	Bank of America Corp.	9,800	10,000
13	Raytheon Co.	9,600	9,600
14	JP Morgan Chase & Co.	9,500	10,000
15	Bashas' Supermarkets	8,525	8,511
16	Target Corp.	8,241	8,285
17	Freeport-McMoran Inc.	8,030	8,451
18	Dignity Health	8,000	8,724
19	CVS Health	7,200	5,800
20	American Express Co.	7,079	6,899
21	Circle K	6,800	10,436
22	UnitedHealthcare	6,762	5,600
23	Pinnacle West Capital Corp.	6,407	6,166
24	Mayo Foundation	6,274	5,727
25	Amazon.com Inc.	6,000	3,501

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RANK	COMPANY
1	Banner Health (http://www.azcentral.com/story/money/business/jobs/2016/04/22/republic-100-report-highlights-arizonas-top-employers-workplace-trends/ appSession=30537391918023353416521672644105931552448187407982498570247430586404864512997856058680101686426532870182476946
2	Walmart Stores Inc. (http://www.azcentral.com/story/money/business/jobs/2016/04/22/republic-100-report-highlights-arizonas-top-employers-workplace-tr appSession=30537391918023353416521672644105931552448187407982498570247430586404864512997856058680101686426532870182476946
3	Kroger Co. (http://www.azcentral.com/story/money/business/jobs/2016/04/22/republic-100-report-highlights-arizonas-top-employers-workplace-trends/833 appSession=30537391918023353416521672644105931552448187407982498570247430586404864512997856058680101686426532870182476946
4	McDonald's Corp. (http://www.azcentral.com/story/money/business/jobs/2016/04/22/republic-100-report-highlights-arizonas-top-employers-workplace-trer appSession=30537391918023353416521672644105931552448187407982498570247430586404864512997856058680101686426532870182476946
5	Wells Fargo & Co. (http://www.azcentral.com/story/money/business/jobs/2016/04/22/republic-100-report-highlights-arizonas-top-employers-workplace-trei appSession=30537391918023353416521672644105931552448187407982498570247430586404864512997856058680101686426532870182476946
6	Albertsons Companies (http://www.azcentral.com/story/money/business/jobs/2016/04/22/republic-100-report-highlights-arizonas-top-employers-workplace appSession=30537391918023353416521672644105931552448187407982498570247430586404864512997856058680101686426532870182476946
7	Intel Corp. (http://www.azcentral.com/story/money/business/jobs/2016/04/22/republic-100-report-highlights-arizonas-top-employers-workplace-trends/833 appSession=30537391918023353416521672644105931552448187407982498570247430586404864512997856058680101686426532870182476946
8	HonorHealth (http://www.azcentral.com/story/money/business/jobs/2016/04/22/republic-100-report-highlights-arizonas-top-employers-workplace-trends/8 appSession=30537391918023353416521672644105931552448187407982498570247430586404864512997856058680101686426532870182476946
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9	The Home Depot Inc. (http://www.azcentral.com/story/money/business/jobs/2016/04/22/republic-100-report-highlights-arizonas-top-employers-workplace- appSession=30537391918023353416521672644105931552448187407982498570247430586404864512997856058680101686426532870182476946
9	Honeywell International Inc. (http://www.azcentral.com/story/money/business/jobs/2016/04/22/republic-100-report-highlights-arizonas-top-employers-work appSession=30537391918023353416521672644105931552448187407982498570247430586404864512997856058680101686426532870182476946
12	Bank of America Corp. (http://www.azcentral.com/story/money/business/jobs/2016/04/22/republic-100-report-highlights-arizonas-top-employers-workplace appSession=30537391918023353416521672644105931552448187407982498570247430586404864512997856058680101686426532870182476946
13	Raytheon Co. (http://www.azcentral.com/story/money/business/jobs/2016/04/22/republic-100-report-highlights-arizonas-top-employers-workplace-trends/8 appSession=30537391918023353416521672644105931552448187407982498570247430586404864512997856058680101686426532870182476946
14	JP Morgan Chase & Co. (http://www.azcentral.com/story/money/business/jobs/2016/04/22/republic-100-report-highlights-arizonas-top-employers-workpla appSession=30537391918023353416521672644105931552448187407982498570247430586404864512997856058680101686426532870182476946
15	Bashas' Supermarkets (http://www.azcentral.com/story/money/business/jobs/2016/04/22/republic-100-report-highlights-arizonas-top-employers-workplace appSession=30537391918023353416521672644105931552448187407982498570247430586404864512997856058680101686426532870182476946
16	Target Corp. (http://www.azcentral.com/story/money/business/jobs/2016/04/22/republic-100-report-highlights-arizonas-top-employers-workplace-trends/8 appSession=30537391918023353416521672644105931552448187407982498570247430586404864512997856058680101686426532870182476946
17	Freeport-McMoran Inc. (http://www.azcentral.com/story/money/business/jobs/2016/04/22/republic-100-report-highlights-arizonas-top-employers-workplace appSession=30537391918023353416521672644105931552448187407982498570247430586404864512997856058680101686426532870182476946
18	Dignity Health (http://www.azcentral.com/story/money/business/jobs/2016/04/22/republic-100-report-highlights-arizonas-top-employers-workplace-trends/ appSession=30537391918023353416521672644105931552448187407982498570247430586404864512997856058680101686426532870182476946
19	CVS Health (http://www.azcentral.com/story/money/business/jobs/2016/04/22/republic-100-report-highlights-arizonas-top-employers-workplace-trends/83 appSession=30537391918023353416521672644105931552448187407982498570247430586404864512997856058680101686426532870182476946
20	American Express Co. (http://www.azcentral.com/story/money/business/jobs/2016/04/22/republic-100-report-highlights-arizonas-top-employers-workplace appSession=30537391918023353416521672644105931552448187407982498570247430586404864512997856058680101686426532870182476946
21	Circle K (http://www.azcentral.com/story/money/business/jobs/2016/04/22/republic-100-report-highlights-arizonas-top-employers-workplace-trends/83313 appSession=30537391918023353416521672644105931552448187407982498570247430586404864512997856058680101686426532870182476946
22	UnitedHealthcare (http://www.azcentral.com/story/money/business/jobs/2016/04/22/republic-100-report-highlights-arizonas-top-employers-workplace-tren appSession=30537391918023353416521672644105931552448187407982498570247430586404864512997856058680101686426532870182476946

23 Pinnacle West Capital Corp. (http://www.azcentral.com/story/money/business/jobs/2016/04/22/republic-100-report-highlights-arizonas-top-employers-worl appSession=30537391918023353416521672644105931552448187407982498570247430586404864512997856058680101686426532870182476946 54

24 Mayo Foundation (http://www.azcentral.com/story/money/business/jobs/2016/04/22/republic-100-report-highlights-arizonas-top-employers-workplace-tren appSession=30537391918023353416521672644105931552448187407982498570247430586404864512997856058680101686426532870182476946 54

25 Amazon.com Inc. (http://www.azcentral.com/story/money/business/jobs/2016/04/22/republic-100-report-highlights-arizonas-top-employers-workplace-tren appSession=30537391918023353416521672644105931552448187407982498570247430586404864512997856058680101686426532870182476946 54

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*Public, but has announced sale

**Estimated

***Merger

Source: *Arizona Republic research*

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EXHIBIT #3:

COURT HOLDING IN *ALSOBROOKS V. ANTON, DENYING SUMMARY JUDGMENT MOTION AGAINST DOCTOR CLAIMING GOVERNMENT CLAIMS PROTECTION WHILE RENDERING PRIMARY MEDICAL CARE, AND SETTING OUT THE CONTRACTUAL AGREEMENT BETWEEN UAHM AND UNIVERSITY PHYSICIANS,INC.*

4

FILED
PATRICIA A. NOLAND
CLERK, SUPERIOR COURT

09 FEB 11 AM 9:06

ARIZONA SUPERIOR COURT, PIMA COUNTY

JUDGE: HON. CARMINE CORNELIO BY: ST. GERMAINE, DEPUTY CASE NO. C-20074557

COURT REPORTER: NONE DATE: February 05, 2009

BARBARA ALSOBROOKS
CHARLES ALSOBROOKS
Plaintiff

vs.

REIN ANTON, M.D., et al.,
Defendant

RULING

IN CHAMBERS: UNDER ADVISEMENT: DEFENDANT'S MOTION FOR SUMMARY JUDGMENT BASED ON NOTICE OF CLAIM; PLAINTIFFS' RESPONSE; DEFENDANT'S REPLY:

The Court has reviewed the pleadings, Statement of Facts and Supplemental Statement of Facts submitted by the parties, attachments thereto, memorandum, and argument of counsel. The Court also notes that Plaintiff filed a Supplemental Response. The Arizona Rules of Civil Procedure do not authorize this pleading. Nor did this Court grant Plaintiff leave to file a "Supplemental Response."

Accordingly, *sua sponte,* **IT IS ORDERED** Plaintiff's Supplemental Response is **STRIKEN.**

Defendant moves for Summary Judgment arguing that, as a matter of law, he was a State Employee acting within the course and scope of his employment during the time and for the medical care alleged in Plaintiff's Complaint. It is uncontested that Plaintiff's failed to comply with A.R.S. §12-821.01. Accordingly, if Defendant is correct, Defendant is entitled to summary judgment.

Defendant supports his motion with 15 separate statements of fact and one separate Supplemental Statement of Fact. Attached in support of these is Defendant's affidavit and deposition. Controverting Defendant's Statement of Facts, Plaintiffs submit a variety of written documents. Chief among these, are Dr. Anton's employment agreement and medical service plan entered into between the State and University Physicians, Inc, now University Physicians Healthcare ("UPH").

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F. Sterling Struckmeyer
Judicial Law Clerk

2-3-09

Defendant did not file any pleading controverting Plaintiff's Separate Statement of Facts, however, he did submit a Supplemental Statement of Fact, which Plaintiffs' dispute.

Defendant's Statement of Facts

Defendant's Statement of Facts, paragraph 10, sets out the legal conclusion on the issue before this Court. The conclusion is not fact, and is contested. The uncontested facts state that Defendant is a faculty member with the University Medical Center ("UMC") and, as such, is required to be a member/employee of UPH. His name tag, business cards, et cetera, identify him as an employee of UMC. He is paid jointly by UMC and UPH in a check issued by UMC and is part of the Arizona Employee State Retirement plan. Defendant's salary is set under the direction and subject to review by UMC.

Plaintiffs' Statement of Facts

Plaintiffs' facts also contain legal conclusions which are not facts and/or are contested. The uncontested facts are that Defendant's billings belong to UPH and can't be commingled with UMC funds. UPH billed and received payment for the services involved. Defendant's salary is also based, in part, on patient income.

Letter Agreement dated July 21, 2003

In this letter, Defendant is offered, and accepts, an appointment as Assistant Professor of Clinical Surgery. His appointment was subject to approval of the University President and UPH. The letter states:

> "If you are providing clinical care to patients, you also will have concurrent membership and employment with UPI, our clinical practice organization. You will be an employee of the Arizona Board of Regents in your teaching, service, and research capacities, and an employee of UPI for the delivery of health care." (Emphasis added).

The agreement states that UPH will provide malpractice insurance coverage, and requires continued membership and employment in good standing with UPH (if engaged in clinical care patients). This agreement also

states that UPH is a nonprofit corporation made up of University of Arizona College of Medicine clinical faculty and that if Defendant is providing clinical care he must become a member and employee of UPH. It further provides that all billings and collection for patient care activities are through UPH.

The agreement between UMC and UPH provides, in paragraph six, that clinical services are essential to the curriculum of the College of Medicine and to ensure clinical staffing by physicians who are both employees of the Board in their teaching and research capacities and employees of UPH, in their delivery of health care and the latter activity they're employees of the Board only in their teaching and research capacities.

Legal Analysis

Arizona's case law clearly establishes that the issue of a party's status as an employee, and whether an employee is acting within the course and scope of employment are fact intensive inquiries. In order to grant the Defendant's motion, there must be no material questions of fact.

Here, there is no doubt that Defendant is, generally, an employee of both UMC and UPH.

Defendant argues that he is always an employee of UMC whether teaching or providing clinical care. Citing *Dube v. Desai,* 218 Ariz. 362, 186 P.3d 587 (App. 2008), Defendant argues that an employee acts within the course and scope anytime their actions serve at least in part, the purpose of the employer. Following this law, Defendant's position requires this Court to, as a matter of law, find that his clinical care is related to, or at least incidental to, and serves in part his employment as a teaching faculty member.

Dube is distinguishable from this case because of the contracts between the Defendant, UMC and UPH. These contracts provide some support for the Plaintiff's position that Defendant is an employee of UPH and not UMC when providing clinical care.

For the same reason, the case law from other jurisdictions can be distinguished. Although there appears to be similar facts in these cases and the facts undisputed here, the written agreement between the two "co-employers" and as well as the employee are not discussed. These cases also provide and discuss, in much

F. Sterling Struckmeyer
Judicial Law Clerk

2-3-09

greater detail than the facts before this Court, the facts supporting those rulings.

Here, the written documents make it (in this Court's view), possible for a jury to reasonably conclude that Defendant, while providing Plaintiff with clinical care, was not a state employee acting within the course and scope of his state employment or incidental to his employment. Again, the employment letter with the University expressly states: "You will be an employee of Arizona in your teaching, service, and research capacities, and an employee of UP[H] for the delivery of health care."

Defendant's Statement of Facts does not demonstrate that Defendant was "teaching" or "researching" while treating the Plaintiff. While the supplemental fact attempt to cast Defendant's efforts in the "teaching" role, i.e., Plaintiff was seen by Defendant and a resident, this fact was disputed with enough sufficiency to create a question of fact.

Accordingly, **IT IS ORDERED** the Defendant's Motion for Summary Judgment is **DENIED**. A jury question exists as to the interrelationship of Defendant's employment status with UMC and UPH and when or whether Defendant was an employee acting within the course and scope of UPH and not UMC.

cc: Hon. Carmine Cornelio
Clerk of Court - Under Advisement Clerk
James Penny, Esq./Lloyd Rabb, Esq. - RABB PENNY LAW FIRM
Peter Akmajian, Esq. - UDALL LAW FIRM

F. Sterling Struckmeyer
Judicial Law Clerk

2-3-09

EXHIBIT #4:

REPORT OF BANNER LAYOFFS, INCLUDING LAYOFFS OF PHYSICIANS

http://www.beckershospitalreview.com/hospital-management-administration/banner-physicians-affected-in-latest-round-of-system-layoffs.html

Banner lays of physicians.....2017

Banner physicians affected in latest round of system layoffs

Written by Ayla Ellison (Twitter | Google+) | March 14, 2017 | Print | Email
28
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Banner Health is laying off some physicians as the Phoenix-based system restructures operations, according to the *Phoenix Business Journal*. The physician layoffs come after Banner eliminated several leadership positions across its network.

Banner first announced its restructuring efforts in February. The system said it wants to become more consumer-focused through the restructuring process, which involves changes to its leadership structure. In February, Banner eliminated some leadership positions. Last week, Banner issued a second round of layoffs, which included the system's vice president of public relations Bill Byron.

Now, "a small number" of physicians have been told their positions are being eliminated, Jennifer Ruble, senior director of public relations at Banner, told the *Phoenix Business Journal*. Some of the physician layoffs are due to the closure of Banner's obstetrics clinic in Casa Grande, Ariz. The system closed that clinic due to low patient volume.

Banner is also eliminating the cardiology clinics in its health centers in Sun City and Peoria, Ariz., which will lead to physician layoffs. Although Banner will no longer employ some of the cardiologists from those clinics after they close, Ms. Ruble told the *Phoenix Business Journal* that a group of the physicians plan to continue to work with Banner from private practice.

Because some of the physicians affected by the layoffs may fill other positions within the system, it isn't possible to know the exact number of physicians impacted by the job cuts, Ms. Ruble told the *Phoenix Business Journal*.

EXHIBIT #5:

UNIVERSITY OF ARIZONA HEALTH PLANS RELEASE GIVING NOTICE OF INTENT OF "THE UAHN AND ALL OF ITS AFFILIATED COMPANIES TO BE **ACQUIRED** BY BANNER HEALTH", WITH BANNER BECOMING THE PARENT COMPANY

THE UNIVERSITY OF ARIZONA
HEALTH PLANS
University Family Care

2701 E. Elvira Road · Tucson, Arizona 85756
(520) 874-5290 · (800) 582-8686 · Fax (520) 874-5555
www.ufcaz.com

July 1, 2014

Tom Betlach
Director, Arizona Health Care Cost Containment System
801 E. Jefferson St.
MD 4100
Phoenix, AZ. 85034

Delivered via email: Thomas.Betlach@azahcccs.gov

Dear Director Betlach,

In accordance with contract YH14-0001-02 between AHCCCS and The University of Arizona Health Plans – University Family Care, Inc. (UFC), Section D, Paragraph 52 (Merger, Reorganization and Change of Ownership), as well as AHCCCS Contractor Operations Manual, Policy 317 (Merger, Acquisition, Reorganization, Joint Venture and Change of Ownership Requests), please accept this letter as official 180-day notification of the intent of The University of Arizona Health Network (UAHN) and all of its affiliated companies, including UFC, to be acquired by Banner Health (Banner), a not-for-profit Arizona based entity, effective January 1, 2015.

The primary purpose for the change in ownership is to leverage Banner's significant capabilities in the area of improved health outcomes to continue to advance UAHN and the academic teaching programs through innovation, while also aligning the teaching programs in Phoenix and Tucson with a single clinical enterprise. In addition, alignment between Banner and UFC will allow UFC to remain competitive from a technological standpoint, enhancing opportunities for innovation in clinical programs focused on vulnerable populations and payment reform models intended to improve the quality of care to the AHCCCS population while driving down cost, which is a key strategic priority for AHCCCS.

Banner, UAHN and UFC share AHCCCS' commitment to the Medicaid program. While more specific detail will be provided in the transition plan, I want to share some high level points that address AHCCCS' obligation to:

- Ensure uninterrupted services and ongoing adequate access to care and choice for members;
- Ensure the new entity's ability to maintain and support the contract requirements including the commitments in the proposal submitted to AHCCCS during the procurement process;
- Ensure major functions of the Contractor's organization, as well as AHCCCS programs, are not adversely affected; and
- Ensure the integrity of a fair, competitive AHCCCS procurement process for managed care contracts, which is one of the founding principles of the AHCCCS program.

THE UNIVERSITY OF ARIZONA
HEALTH PLANS
University Family Care

2701 E. Elvira Road · Tucson, Arizona 85756
(520) 874-5290 · (800) 582-8686 · Fax (520) 874-5555
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General Structure

Banner recognizes that UFC is a successful, well-regarded health plan that is providing value to AHCCCS members in ten counties across Arizona, spanning both urban and rural areas of the state. Banner acknowledges that UFC has key strategic partnerships with other entities (Maricopa Integrated Health System and Cenpatico of Arizona). It is not the intent of Banner to disrupt these partnerships in any manner. Furthermore, Banner is supportive of the strategic alliances that UFC has built for the purpose of improving health services to vulnerable populations. Banner understands that UFC has a subcontract to manage Maricopa Health Plan (MHP) for Maricopa Integrated Health System (MIHS) and that the MIHS Board of Directors and MIHS leadership govern the direction of MHP. Banner also recognizes the importance of integrated physical and behavioral health for those with either a serious mental illness (SMI) or a behavioral health condition. Banner understands that UFC has partnered with Cenpatico to respond to the upcoming RFP to deliver an integrated care model to members in greater Arizona. While Banner is not participating in the development of the proposal, Banner will fully support the partnership if the contract is awarded to UFC/Cenpatico, and will leverage Banner's experience and knowledge to assist the UAHN delivery system in Southern Arizona in the implementation of an integrated delivery model.

Banner also recognizes that the health plan's operational needs are different than that of a delivery system and that the health plan's independence is critical to ensure its continued success. Therefore, in order to ensure continued success, underscored by uninterrupted services and enduring key partnerships, Banner is committed to maintaining the health plan independence, infrastructure, including plan functions and leadership as they currently operate. In those areas where UFC can leverage the strength of Banner's capabilities in technology and innovation to improve health outcomes and reduce the overall healthcare cost trend for AHCCCS members, UFC and Banner will work together to further collaborate to enhance the capabilities of the health plan.

Ultimately, the UAHN acquisition by Banner will facilitate a member substitution in which Banner will become the parent corporation, but the health plan independence and operations will remain consistent with the current model.

Ensure uninterrupted services and ongoing adequate access to care and choice for members

UFC and Banner fully understand the need to mitigate the interruption of services to members over the course of this transition. Given that the transaction will be a member substitution and the health plan will continue to administer all functions which they currently manage, there will be no disruption to the health plan or interruption of services for UFC's membership.

UFC and Banner also recognize the importance of providing access to care and choice for members. UFC will continue to fully administer the network and clinical functions of the health plan, placing a priority on the evaluation of network needs and ensuring that members have access to and choice of providers. No changes will be made to the internal operational model established to evaluate network adequacy and execute appropriate contractual agreements with providers as a result of the change in ownership.

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Ensure the new entity's ability to maintain and support the contract requirements including the commitments in the proposal submitted to AHCCCS during the procurement process

As stated above, the change in ownership will result in a member substitution to the parent corporation and will not affect the operations of the health plan. UFC's existing Executive Team, management and support staff will continue to administer the health plan, ensuring that all AHCCCS contract requirements are met. Correspondingly, the team of individuals who prepared and submitted the bid for the current Acute Care contract will remain with the health plan and will continue to oversee the successful execution of all commitments advanced in the proposal for the Acute Care contract, beginning in contract year ending 2014.

Ensure major functions of the Contractor's organization, as well as AHCCCS programs, are not adversely affected

This change and member substitution will not result in any changes to the current functions of the health plan. For this reason, no adverse impact, either to the health plan or to the AHCCCS program, is anticipated.

Ensure the integrity of a fair, competitive AHCCCS procurement process for managed care contracts, which is one of the core founding principles of the AHCCCS program

Banner and UFC recognize the importance of the AHCCCS procurement process and the need to maintain its integrity. To this point, Banner is committed to preserving the philosophy, leadership and structure of the organization that was awarded the Acute Care contract, while also working with the health plan to maximize UFC's potential so that the plan may provide even greater value to AHCCCS members as well as the AHCCCS administration.

Banner recognizes that it was one-half of a joint venture that submitted a proposal for Maricopa County in response to solicitation number YH14-0001 and that the joint venture was not awarded a contract. There are a number of key factors that distinguish the entity to be formed under the Banner acquisition from the entity that submitted the proposal. They include:

- The parent organization in this arrangement is a different entity than the entity that submitted the proposal. The proposal was a joint venture with Blue Cross Blue Shield of Arizona (BCBS). Under this arrangement, Banner will serve exclusively as the parent corporation.
- In the proposal, BCBS would have been the plan manager of the contract. With this change in ownership, UFC will continue to manage the health plan as it currently is and there will be no involvement by BCBS. This will ensure that the commitments made in the UFC proposal, as well as the philosophy of the health plan, will remain consistent with the award and that, ultimately, those commitments will be honored.

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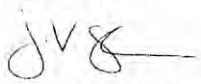
- The proposal submitted by the Banner/BCBS joint venture was for Maricopa County only. UFC does not hold an AHCCCS contract in Maricopa County. Therefore there is no overlap between the unsuccessful proposal submitted by Banner/BCBS in Maricopa County and the successful proposal submitted by UFC for Yuma, La Paz, Yavapai, Gila, Pinal, Pima, Santa Cruz, Cochise, Graham and Greenlee Counties, nor did Banner/BCBS compete directly with UFC or any other contractor in these Counties for an AHCCCS contract during the Acute Care contract solicitation.

As previously shared, the purpose of this arrangement is to continue to build and strengthen the academic clinical enterprise of UAHN and ensure that medical education, research and patient care are at the leading edge both within Arizona and nationally, which will serve to facilitate continued improvement in the healthcare system for Arizona. The UAHN acquisition by Banner, founded on a commitment to fully maintaining the health plan's current operations, serves only to bolster the clinical and operational acumen offered by UFC as it opens up the opportunity to selectively leverage the strength of a larger corporation's innovation and resources.

I look forward to working with you during this exciting and truly evolutionary change. If you have any questions, please do not hesitate to contact me at either James.Stover@uhealth.com or 520.343.8004.

Sincerely,



James V. Stover
Chief Executive Officer

cc: Beth Lazare, Deputy Director, AHCCCS
Kari Price, Assistant Director, AHCCCS

6

EXHIBIT #6:

ARIZONA DAILY STAR FINANCIAL ANALYSIS OF ACQUISITION: "WHILE OFFICIALS CALL THE TRANSACTION A MERGER, BANNER HEATLH IS THE SURVIVING ENTITY."

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http://tucson.com/lifestyles/health-med-fit/banner-ua-health-merger-how-it-affects-tucson/article_7185e948-1ca9-5e3c-9730-13d3e9351d35.html

Banner-UAhealthmer ger:How itaffects Tucson

By Stephanie Innes Arizona Daily Star Mar 1, 2015

Rod Ward, front, and Jeff Bane with SmithCraft Custom Signs and Graphics hang a temporary banner for Banner-University Medical Center Tucson, 1501 N. Campbell Ave., on Saturday, Feb. 28, 2015, in Tucson, Ar The name change replaces University of Arizona Medical Center. Photo by Mike Christy / Arizona Daily Star

APPV1 -93

Mike Christy / Arizona Daily Sta

At midnight Friday, a merger between the Tucson-based University of Arizona Health Network and Phoenix-based Banner Health took effect.

While officials call the transaction a merger, Banner Health is the surviving entity.

Here are five key facts to know about the Banner deal and how it affects Tucson residents:

1TWO LOCALH OSPITALS ARE GETTINGNEWNAM ES.

There's a generation of Tucsonans that might always refer to the hospitals as UMC and Kino, but both have new names:

- The UA Medical Center-University Campus (formerly known as University Medical Center or UMC) at 1501 N. Campbell Ave. is now called Banner-University Medical Center Tucson.
- The UA Medical Center-South Campus (formerly known as Kino Hospital) at 2800 E. Ajo Way, is now called Banner-University Medical Center South.

2B ANNER-UNIVERSITYMEDICALCENT ERTUCSONISGETTIN G REBUILT.

Banner officials expect to upgrade and expand the hospital at 1501 N. Campbell Ave, just south of East Elm Street. The original building went up in 1971.

EXHIBIT #7:

ARIZONA WILDCAT EDU COMMENT BY UNIVERSITY OF ARIZONA VICE PRESIDENT OF HEALTH SCIENCES DR. JOE G.H. "SKIP" GARCIA:

"THAT'S WHY THE NETWORK IS EXPECTED TO BECOME PART OF PHOENIX-BASED BANNER HEALTH'S GROWING HEALTH SYSTEM, RATHER THAN THE OTHER WAY AROUND."

[redacted]

[redacted]

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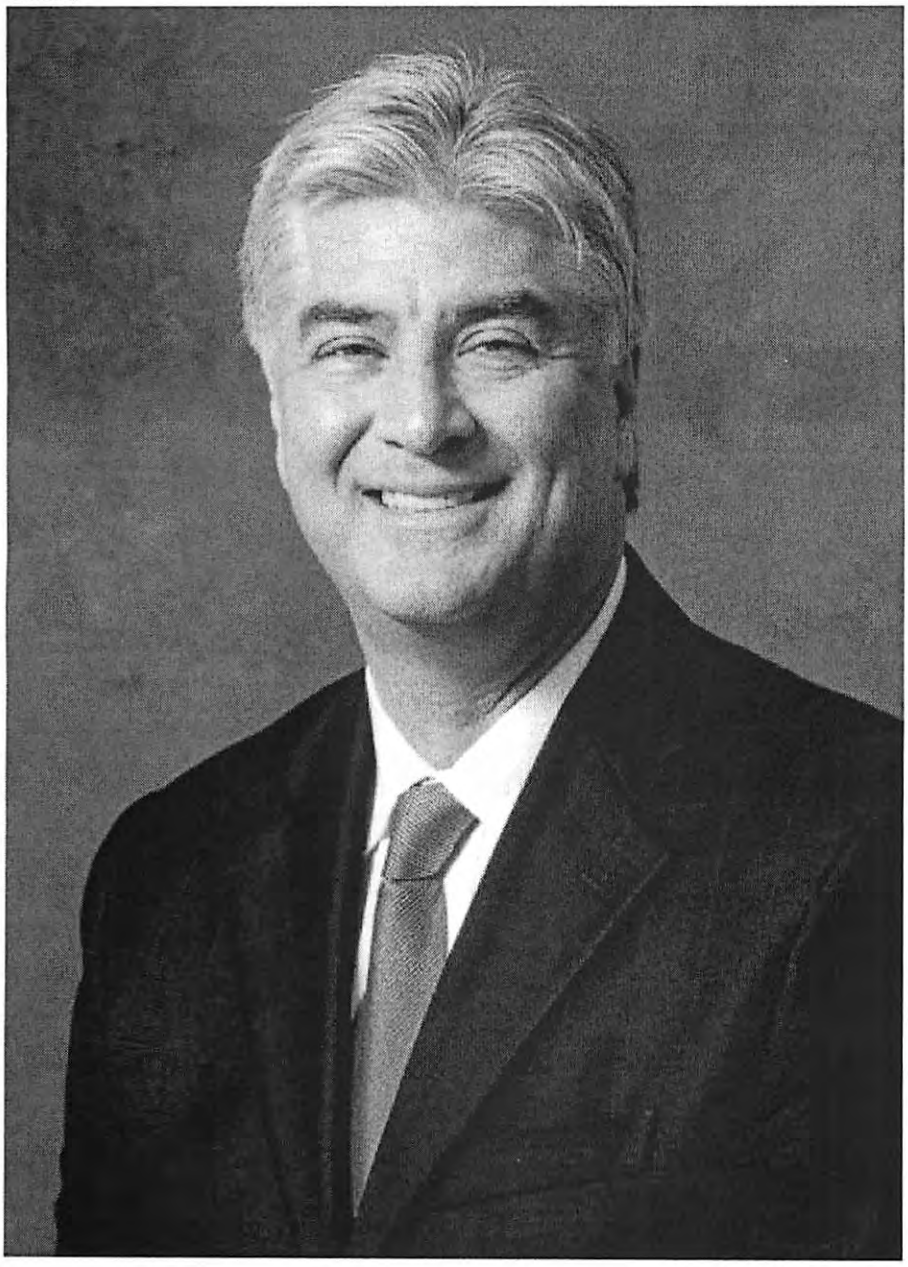

Dr. Joe G.N. Garcia

- Submitted Photo

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Storm coverage will increase into the upcoming week.

web only

UA Health Network answers questions about Banner deal

- By Stephanie Innes Arizona Daily Star

  Stephanie Innes

Save

The University of Arizona Health Network does not have the resources to take the lead in any hospital consolidation, a top network official says.

That's why the network is expected to become part of Phoenix-based Banner Health's growing health system, rather than the other way around, said **Dr. Joe G.N. "Skip" Garcia**, vice president of health sciences at the University of Arizona.

Other medical centers around the country, like the University of Pittsburgh, have acted like Banner and created their own system.

"We are not in the Pittsburgh mode. We don't have the resources. A big result of the affiliation with Banner is in fact significant capital coming in to Tucson, into the facilities here," Garcia said. "I think that has been a really desperate need of the (UA) Health Network."

The governing board of the state's public universities and the UA Health Network board gave unanimous support in June to a Phoenix-based Banner Health partnership with the UA College of Medicine, as well as a Banner merger with the private, independent UA Health Network.

The UA Health Network includes two teaching hospitals, the UA Medical Center-University campus at 1501 N. Campbell Ave., and the UA Medical Center-South at 2800 E. Ajo Way. The network also includes clinics, a physician practice plan that staffs the teaching hospitals with doctors from the UA, as well as its health insurance plans.

The Arizona Daily Star sat down with Garcia, who is also a member of the UA Health Network Board of Directors and interim dean of the UA College of Medicine, to get some answers about the Banner deal.

Q: Do you think that any of the programs offered by specialized doctors at the UA Medical Center will be moved up to Phoenix?

A: I think that all needs to be worked out, honestly. I am sure that the Phoenix folks are all worried about business moving to Tucson and the Tucson people are worried about business moving to Phoenix.

I think we need to be efficient but we are also mindful that we have an academic mission here, and we've got to do what's best for the people who live in Tucson and what's best for people who live in Phoenix and the rest of the state. And that should be the driver on how we kind of apportion resources.

EXHIBIT #8:

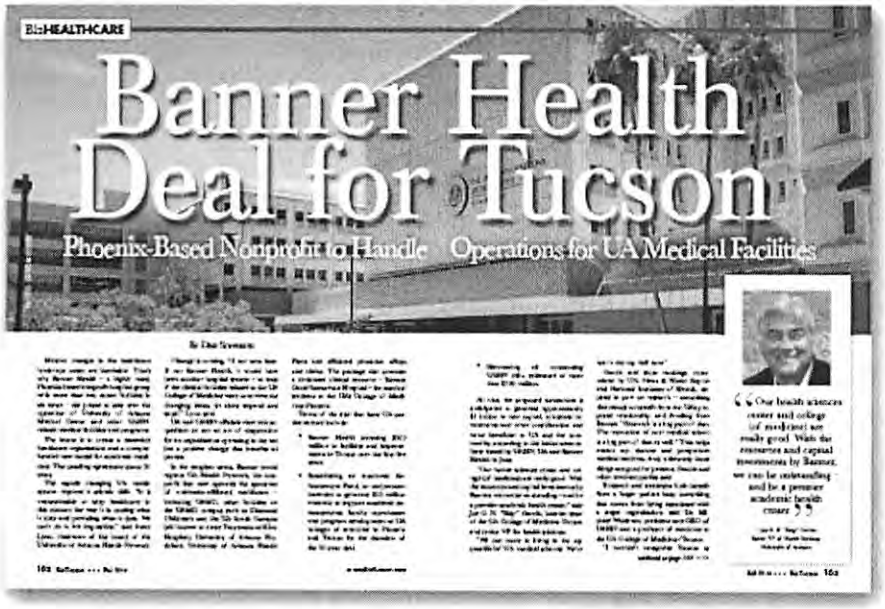
BIZ TUCSON'S QUOTE OF BANNER EXECUTIVE, GUARANTEEING FORMER UAHM EMPLOYEES CONTINUED WORK AND BENEFITS FOR ONLY SIX MONTHS AFTER THE ACQUISITION

BizTucson
THE REGION'S BUSINESS MAGAZINE

FEATURES

Banner Health Deal for Tucson – Phoenix-Based Nonprofit to Handle Operations for UA Medical Facilities

26 Sep 2014 by BizDESIGN in FALL 2014, FEATURES


BizHEALTHCARE

Banner Health Deal for Tucson

Phoenix-Based Nonprofit to Handle Operations for UA Medical Facilities

By Dan Sorenson –

Massive changes in the healthcare landscape today are inevitable. That's why Banner Health – a highly rated, Phoenix-based nonprofit hospital group with more than two dozen facilities in six states – sits poised to take over the operation of University of Arizona Medical Center and other UAHN-related medical facilities and programs.

The intent is to create a statewide healthcare organization and a comprehensive new model for academic medicine. The pending agreement spans 30 years.

The rapidly changing U.S. health system requires a seismic shift. "It is unsustainable to keep healthcare in this country the way it is, costing what it does and providing what it does. We can't do it. It's impossible," said Steve Lynn, chairman of the board of the University of Arizona Health Network.

Change is coming "if not now, later. If not Banner Health, it would have been another hospital system – at least if the clinical facilities related to the UA College of Medicine were to survive the changing times, let alone expand and excel," Lynn said.

UA and UAHN officials view this acquisition as not an act of desperation for an organization operating in the red but a positive change that benefits all parties.

In the simplest terms, Banner would replace UA Health Network, the nonprofit that now operates the spectrum of university-affiliated healthcare – including UAMC, other facilities on the UAMC campus such as Diamond Children's and the UA South Campus (still known to some Tucsonans as Kino Hospital), University of Arizona Physicians, University of Arizona Health Plans and affiliated physician offices and clinics. The package also provides a dedicated clinical resource – Banner Good Samaritan

Hospital – for medical students at the UA's College of Medicine-Phoenix.
Terms of the deal that have UAparties excited include:
• Banner Health investing $500 million in facilities and improvements in Tucson over the first five years.
• Establishing an Academic EnhancementFund, an endowment intended to generate $20 million annually to support academic enhancements, faculty recruitment and program development at UA colleges of medicine in Phoenix and Tucson for the duration of the 30-year deal.
• Eliminating all outstanding UAHN debt, estimated at more than $300 million.
All told, the proposed transaction is anticipated to generate approximately $1 billion in new capital, academic investments and other consideration and value beneficial to UA and the community, according to the initial news release issued by UAHN, UA and Banner Health in June.
"Our health sciences center and college (of medicine) are really good. With the resources and capital investments by Banner, we can be outstanding – and be a premier academic health center," said Joe G. N. "Skip" Garcia, interim dean of the UA College of Medicine-Tucson and senior VP for health sciences.
"We can move to being in the top quartile (of U.S. medical schools). We're not in the top half now."
Garcia said those rankings, determined by U.S. News & World Report and National Institutes of Health, depend in part on research – something that stands to benefit from the UA's proposed relationship and funding from Banner. "Research is a big part of that. The reputation of your medical school is a big part of that as well." This helps attract top doctors and prospective medical students. And, ultimately, those things are good for patients, Garcia and other involved parties said.
Research and treatment both benefit from a larger patient base, something that comes from being associated with a larger organization, said Dr. Michael Waldrum, president and CEO of UAHN and a professor of medicine at the UA College of Medicine/Tucson.
"I wouldn't categorize Tucson as small," Waldrum said. "But really, to be able to do healthcare in the future requires large groups of people, big data. You have to have access to critical amounts of populations, of people to manage. With the new payment methods, having large populations becomes important.
"The traditional way that academic medical centers have run is they just concentrated on the sickest patients and very specialized services like transplants, those kinds of things. For instance, we are the only Level One (trauma center) in Southern Arizona.
"But in the future it will be hard to be successful financially if you're just doing that – because you have to have large populations to feed those high-end services. And so scale and population becomes important. And scale and having information available to do research helps."
The numbers are impressive for Banner, too. With the absorption of UAHN's 6,300 Tucson-area employees, Banner Health will become the state's largest employer, with roughly 37,000 employees.
Banner already operates 16 healthcare facilities in Arizona and has 12 more in six other states, according to its corporate website. And with that size, come economies of scale, said Banner President and CEO Peter S. Fine. "We will be looking for opportunities to take advantage of our supply chain expertise to reduce costs."
While there is little detail about the organization that will emerge when the deal is done, Lynn said there's no denying that spending a half billion dollars in Tucson over five years will have an economic impact.
"The thing that strikes me is the business implication for Tucson – beyond the increase in overall quality of medical care," Lynn said. "There's going to be an exceptional health impact. There's going to be an unbelievable research impact. There's going to be a very, very good academic preparation education impact on the college of medicine.
"But what is the business implication for Tucson beyond the increase in the overall quality of medical care? One of those things is that within five years there will either be built, or committed to be built, a half billion dollars in new facilities in Tucson – which will create jobs and which will increase the quality of medical care by virtue of the facilities that it produces. And that's just one part of the deal.
"We haven't spoken with one business person who hasn't listened to the deal and said, 'That's a no brainer. Why wouldn't you do that?' They get it. Business people get this deal because it is an exceptional business deal on the one end. And it is an exceptional healthcare deal for the community and the state. It is literally a win-win. There is no loser here."
Questions raised at the press conference announcing the deal and in newspaper letters to the editor reflect concern that this pending acquisition by Phoenix-based Banner Health might threaten the primacy of Tucson.
Indeed, the proposal includes Banner providing clinical facilities for students at the University of Arizona College of Medicine-Phoenix, which while a part of the UA, has its own dean, administration and faculty.

Yet Lynn said the effort to provide clinical opportunities for physicians in training at the UA College of Medicine-Phoenix was actually the seed for the larger deal that now is toinclude UA's Tucson operations. He said that deal was in the works when it occurred to UA and UAHN officials that a larger vision might be the better answer. They asked Banner to consider a larger strategy.

When asked about the effects of privatizing staff at UAMC, Lynn said workers haven't been state employees since the 1980s, when the regents leased the hospital to University Medical Center Corporation, which evolved into part of UAHN. Lynn said that's when the first deal was made between UA and an outside group to run what was then known as UMC. University Physicians that later became University of Arizona Health Network.

Banner executives would only say thatcurrent UAHN employees are guaranteed their jobs and benefits for six months after the closing planned forJan. 1, 2015, and would not speculate about any changes in total number ofjobs, pay or benefits.

Fine said that though this is Banner's first takeover of an academic-based medical institution, it is not completely new ground. "The acquisition of Sun Health by Banner (in 2008) was similar in that it invdved two hospitals, a research facility and more than 4,000 employees. However, this is the first time Banner has been involved in an agreement that involves a long-term commitment to an academic institution."

Lynn said that although the Principles of Agreement document signed by Banner and the Arizona Board of Regents is the result of only a few months of negotiations, a UA deal with Banner has been in the windfor a few years. He said it is common knowledge that Banner executives had also talked with Tucson Medical Center and Carondelet Health Network (which operates St. Mary's and St. Joseph's hospitals) officials in recent years about collaboration, but nothing came of it.

Lynn said scale has an impact on institutions' capabilities, which is particularly true of academic medical institutions. He said metropolitan areas of fewer than 5 million residents rarely are home to major medical coleges because the patient pools are typically too small, particularly to support certain kinds of medical research, programs – including transplants – and specialized training.

The Banner connection with UA College of Medicine-Phoenix, which has not had a primary hospital and clinics for training its students – plus its much larger potential patient base – could benefit the Tucson campus as well, Lynn said.

"There are those who fear any sort of change and therefore change is the enemy," Lynn said. "And in healthcare if you feel that way, it's going to be a really bumpy ride because there isn't anything that's staying the same. Change iseverywhere and change will be constant over a long period of time.

"The question is how do you react to that? Do you follow it – or do you try to lead it? Do you accept it or reject it? Do you try to imagine where you should be and get there? Or do you wait until it hits you in the face and try to react to it?

"Those are all questions healthcare entities have to grapple with, and I think UAHN took the path that we weren't as much interested in having it done to us as we were interested in figuring what to do and doing it for ourselves."

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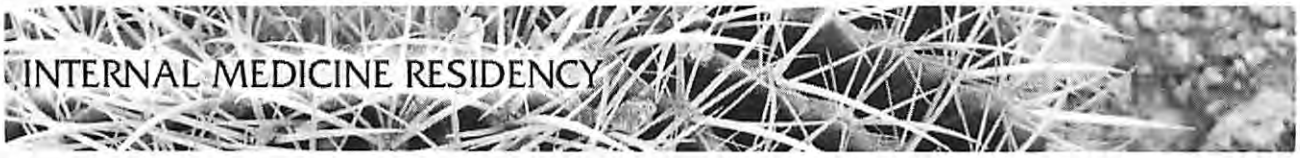
EXHIBIT #9:

ARIZONA HEALTH SCIENCES CENTER/UNIVERSITY OF ARIZONA REPORT OF CHANGES IN ADMINISTRATIVE, MEDICAL AND NURSING ADMINISTRATION AT BANNER-ACQUIRED FACILITIES: ALL ARE BANNER EXECUTIVES



New Banner division drives new names and leadership appointments

With an approval by the Arizona Board of Regents (ABOR) on the merger agreement to bring the University of Arizona Health Network into Banner Health, and closure of the agreement on Feb. 27, an academic-focused division will be created at Banner that will result in new facility names and leadership appointments within the division. The ABOR vote is expected to occur during the week of Jan. 26.

If ABOR approves, the closure of the agreement on Feb. 27 will launch the Banner – University Medicine Division. It will include three academic medical centers, a physician group serving as faculty in the academic medical centers and at the University of Arizona Colleges of Medicine in Tucson and Phoenix, and other services.

New Names

The name changes for the academic medical centers and physician group after Feb. 27:

- University of Arizona Medical Center – University Campus, to become
  - **Banner – University Medical Center Tucson**
- University of Arizona Medical Center – South Campus, to become
  - **Banner – University Medical Center South**
- Banner Good Samaritan Medical Center, to become
  - **Banner – University Medical Center Phoenix**
- University of Arizona Physicians, to become
  - **Banner – University Medical Group**

"We recognize that Banner Good Samaritan employees and physicians will refer to the hospital as 'Good Sam,'" said Banner Health President and CEO Peter S. Fine. "But, going forward, the future of this institution is clearly defined and identified in its new name as the designated academic medical center for the University of Arizona College of Medicine – Phoenix."

This new division will include more than 1,400 licensed hospital beds, more than 10,000 employees, and more than 800 faculty physicians in Phoenix and Tucson. Other divisions within Banner include Arizona West with four hospitals, Arizona East with eight hospitals and the Western Division with 14 hospitals. Thirteen of the Western Division hospitals are in six states outside of Arizona. All of these divisions also include many other Banner Health services.

Leadership Appointments - Tucson

- The merger closure will bring **Kathy Bollinger** into the position of President of the Banner – University Medicine Division. Bollinger is moving into this new post after six years as President of Banner's Arizona West Division.
- **Michael Waldrum, MD**, current President and CEO of University of Arizona Health Network, whose role will dissolve with the merger, has chosen not to pursue an executive leadership position within Banner and will leave his post with the closure of the merger.

"While we are excited by the strengths Kathy Bollinger will bring to her role leading a large, complex and new division, we are also grateful for the inspired, dedicated and courageous leadership Michael Waldrum displayed in helping to negotiate the agreement and transition UAHN into Banner," said Banner President and CEO Peter S. Fine. "We know Dr. Waldrum will be sought after for his skills and we look forward to his continued success as a health care leader."

"It's been my privilege and pleasure to serve as CEO of the UA Health Network these past two years and to see this complex merger come to fruition," Dr. Waldrum said. "I am proud to have played a part in it and am certain it will benefit Tucson, the University of Arizona, and especially our patients. I'm leaving Tucson knowing that Kathy Bollinger and other leaders of the Banner – University Medicine Division are well poised to take academic medicine to new heights in this state."

Other executives of the new Banner – University Medicine Division include:

- **Tom Dickson** will join the Banner – University Medicine Division executive team as Chief Executive Officer at the Banner – University Medical Center Tucson and South campuses (479 and 245 licensed beds, respectively). Dickson is moving into this role from his post as CEO of Banner Thunderbird Medical Center, a 561-bed (licensed) hospital in Glendale, Arizona. He will replace current CEO **Karen Mlawsky** who is moving into another senior executive role within Banner (see Phoenix area section of the release).
- **Steve Narang, MD** will continue in his role as Chief Executive Officer at Banner – University Medical Center Phoenix (until close on February 27, Banner Good Samaritan Medical Center Banner Good Samaritan Medical Center). Narang was named CEO at Banner Good Samaritan in 2013 and prior to that he served as Chief Medical Officer (CMO) of Cardon Children's Medical Center in Mesa.
- **Jeff Buehrle**, Banner's Chief Financial Officer (CFO) for the Arizona East Division, will become the CFO for the Banner – University Medicine Division.
- **Cathy Townsend** RN, Chief Nursing Officer (CNO) at Banner Boswell Medical Center, a 501-bed hospital in Sun City, Arizona, will move to Tucson as the CNO for Banner – University Medical Center Tucson and South campuses.
- Another new division appointment is **Jason Krupp, MD,** who will become Chief Executive Officer of Banner – University Medical Group. Dr. Krupp comes from Banner Good Samaritan Medical Center in Phoenix, where he served as Chief Medical Officer (CMO). Prior to this position, Dr. Krupp was CMO at Banner Boswell Medical Center for two years. He is also well-known in Tucson medical circles from previous positions as CMO at Tucson Medical Center and Clinical Services Chief of General Medicine at the University of Arizona.
- **Robert Groves, MD**, will become Chief Medical Officer for the Banner – University Medicine Division. Dr. Groves will serve in this new role while continuing his Banner system responsibilities as Vice President of Health Management, in which he provides physician leadership for population health management, medical informatics, telemedicine strategies and reliable design of clinical care delivery.
- **Beth Stiner** will serve as Vice President of Human Resources for the Banner – University Medicine Division. She has served as Chief Human Resources Officer for Banner Good Samaritan Medical Center and as Chief Human Resources Officer for the UAHN integration activities.

Leadership Appointments – Phoenix Area

- **Rob Gould**, currently the CEO of Banner Desert Medical Center, a 639-bed (licensed) hospital, will become the new President of Banner's Arizona West Division. Gould also served as CEO of Banner Estrella and held other leadership roles at Fairbanks Memorial Hospital in Alaska, which is operated by Banner Health.
- Current CEO of University of Arizona Medical Center – University and South Campuses, **Karen Mlawsky** will become the CEO of Banner Desert Medical Center.
- **Deb Krmpotic,** CEO of Banner Estrella Medical Center, a 301-bed (licensed) hospital in west Phoenix, will move to the Banner Thunderbird CEO post in Glendale.
- **Courtney Ophaug,** currently an associate administrator at Banner Boswell, will become the new CEO at Banner Estrella.

Other appointments into vacated positions will be announced as these positions are filled.

List of new leadership appointments:

- Kathy Bollinger, President, Banner – University Medicine Division
- Tom Dickson, CEO, Banner – University Medical Center Tucson and South campuses
- Jeff Buehrle, CFO, Banner – University Medicine Division
- Beth Stiner, Vice President, Human Resources, Banner – University Medicine Division
- Robert Groves, MD, Chief Medical Officer, Banner – University Medicine Division
- Cathy Townsend, RN, CNO, Banner – University Medical Center Tucson and South campuses
- Jason Krupp, MD, CEO, Banner – University Medical Group
- Rob Gould, President, Arizona West Division
- Karen Mlawsky, CEO, Banner Desert Medical Center
- Deb Krmpotic, CEO, Banner Thunderbird Medical Center
- Courtney Ophaug, CEO, Banner Estrella Medical Center

* Division executive appointments will take effect with the closure of the merger. Between now and the closure, newly identified leaders will be introducing themselves to their new colleagues through the division as well as community leaders. However, these newly identified leaders will not become involved in operational decision-making until the merger closure.

About Banner Health

Headquartered in Phoenix, Banner Health is one of the largest, nonprofit health care systems in the country. The system manages 25 acute-care hospitals, the Banner Health Network and Banner Medical Group, long-term care centers, outpatient surgery centers and an array of other services including family clinics, home care and hospice services, and a nursing registry. Banner Health is in seven states: Alaska, Arizona, California, Colorado, Nebraska, Nevada and Wyoming. For more information, visit www.BannerHealth.com.

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EXHIBIT #10:

RESIDENT/FELLOW MANUAL 2016-2017 ACADEMIC YEAR: THIRD SECTION CONTAINS THE BANNER UNIVERSITY MEDICAL GROUP POLICIES

GRADUATE MEDICAL EDUCATION

RESIDENT/FELLOW MANUAL 2016-2017 ACADEMIC YEAR

Office of Graduate Medical Education
University of Arizona College of Medicine
At South Campus
2800 E. Ajo Way, Office 3018
Tucson, AZ 85713
520-874-2995

To Our Residents/Fellows:

Welcome to Banner – University Medical Center South (BUMCS), your primary teaching institution. This year marks a hallmark year in which Banner University Medical Center (BUMC) and The University of Arizona College of Medicine (UACOM) formalize their educational missions. We are pleased that you have chosen our institution to complete your residency training. As you embark on this new phase of your selected career, be assured that our GME leadership, faculty and hospital staff are committed to ensuring the excellence of your experience. You are a very important part of everything we do and we greatly value and appreciate your contribution to patient care and the educational opportunities and experiences we will share.

The GME Office at The University of Arizona College of Medicine at South Campus (UACOMSC), in conjunction with BUMCS has established this House Staff Manual for our residents and fellows. The manual sets forth your duties, responsibilities, rights and privileges. Please read through it carefully.
Your program also has a variety of people who can advise you on the program specific policies and procedures as well as those applicable to the other institutions through which you will be rotating. In addition to your Program Director, Program Coordinator, faculty and chiefs, there are elected resident representatives who are members of the Graduate Medical Education Committee (GMEC) and have a working knowledge of the policies and procedures in Medical Education. As policies and procedures are revised throughout the year, you will be notified by your Program Director.

This Manual is divided into three sections: the first has policies that are unique to residents and fellows; the second section is the Due Process Guidelines & Policies; and the third section has Banner University Medical Group (BUMG) policies.

All of us at UACOMSC and Banner University Medical Center South are excited to have you join us and look forward to sharing a productive and educationally worthwhile 2016-2017 academic year. Please feel free to stop by our office if you have questions or just to introduce yourself. We look forward to an exciting year together.

Sincerely,

Victoria E. Murrain

Victoria E. Murrain, D.O.Assistant Dean for Graduate Medical Education
Designated Institutional Official (DIO)

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SECTION I

RESIDENT/FELLOW POLICIES

BASIC DUTIES AND RESPONSIBILITIES

Residents and Fellows are expected to:

1. Develop a personal program of self-study and professional growth with guidance from the teaching staff.
2. Participate in supervised patient care as described by your program which is effective, safe, compassionate and commensurate with your level of training.
3. Take call as set forth by your program.
4. Participate fully in the educational activities of your program and, as required, assume responsibility for teaching and supervising other residents and students.
5. Participate in the programs and activities involving the medical staff and adhere to the established practices, procedures and policies at a Banner – University Medical Center facility and at any other institution through which you may rotate as an approved part of your program.
6. Participate in committees as requested at Banner University Medical Center facility and at any other institution through which you may rotate as an approved part of your program, especially those that relate to patient care review activities.
7. Apply cost containment measures in the provision of patient care.
8. Communicate immediately with your Program Director, Chief Resident or appropriate faculty member, if for any reason, you are sick or will be unable to fulfill your responsibilities. Remember that you will be asked to fill in for your colleagues when they are sick and as much advanced notice of absences as possible is greatly appreciated.

CERTIFICATION OF RESIDENCY OR FELLOWSHIP TRAINING

1. All residents satisfactorily completing their first year's training will receive a certificate of satisfactory completion of such training, if requested by the Program.
2. All residents/fellows will receive a certificate upon leaving The University of Arizona College of Medicine's graduate medical education training that will detail the time they were a resident/fellow in a sponsored residency or fellowship.
3. Receipt of a certificate of satisfactory completion of the above times is contingent upon the recommendation of the Program Director.
4. Receipt of a certificate is also contingent upon completion of the Separation Information Survey through New Innovations upon completion of all responsibilities including:
    a. completion of all medical records at each institution integrated and/or affiliated with the residency;
    b. return of all borrowed material to each of the medical libraries;
    c. return of keys and other assigned material and items to appropriate training program office;
    d. return of the pager, borrowed scrubs, identification badge and meal card to the training program office;
    e. completion of all program evaluations; and
    f. completion of residency/fellowship graduation information on the Separation Form.
5. The Resident/Fellow is responsible for completing the Separation Information Survey in New Innovations from Office of Graduate Medical Education (GME Office), obtaining the necessary clearance signatures, and submitting the form to their respective training program office.
6. Residents/Fellows will receive their certificate by mail at an address provided to the GME Office only after:
    a. the presence of a Final Summative Evaluation signed by the Program Director; and

b. a signed, satisfactory Separation Form. In certain circumstances the Program Director may apply for a waiver of these requirements, which may or may not be granted, to allow for receipt of certificates at the graduation ceremony.
c. The Program Director will assume the responsibility of assuring that all of the above responsibilities will be fulfilled. Any breach of this responsibility would result in subsequent denial of the waiver.

7. The residency or fellowship program office will respond to queries to verify completion of training for hospital appointments, state licensure, and board certification.

CLOSURE/REDUCTION OF TRAINING PROGRAM

1. In the event of closure of University of Arizona College of Medicine or one of its major affiliates, a residency/fellowship program, or a reduction in the size of a training program sponsored by UACOM, the transition/progression of trainees into other programs will be facilitated by UACOM. UACOM will inform the GMEC, DIO and trainees of a decision to close or reduce the size of a program as soon as possible.
2. Regardless of the reason for closure or reduction, the Graduate Medical Education Committee will have oversight of the process and the following procedures will apply:
   a. The DIO and/or Program Director will inform the affected trainees as soon as possible.
   b. The DIO will notify the ACGME in writing of any decision on the part of the sponsoring institution to close or reduce the size of a program.
   c. Whenever possible, the trainees in the program will be allowed to continue through their program with phased closure of the program or until the end of the academic year.
   d. There will be no further recruitment into the program.
   e. If necessary, the Program Director and DIO will work with the trainees and the ACGME to find positions in other accredited programs.
   f. Reasonable effort will be made to insure that trainees will not lose income through the course of the transfer to another program.
   g. If necessary, coordination with other programs/departments will be arranged to facilitate scheduling adjustments.
   h. Neither UACOM nor its programs may require residents to sign a non-competition guarantee.

DISASTER AND EXTREME EMERGENT SITUATIONS POLICY

1. A disaster is an event or series of events that cause significant alteration to the residency/fellowship experience of one or more programs. The ACGME Chief Executive Office, with consultation of the ACGME Executive Committee and the Chair of the ACGME Institutional Committee, will make a declaration of a disaster.
2. In the event of a devastating disaster, UACOM GME has developed a partnership with the University of New Mexico to provide information, support and communications in case such resources become unavailable due to the disaster.

a. In the case of a disaster requiring evacuation of the UA, but in which services and communication are intact, we will communicate with residents through the GME website with up-to-date postings of information and resources, as well as responses to specific questions via our email network.
b. In case of loss of communication systems and evacuation, we will partner with the University of New Mexico (UNM), 505-272-6225 to post information on their GME website and UACOM residents/fellows will temporarily be accommodated in Albuquerque. A connected administrative structure will be set up in Albuquerque at the UNM. Similarly, we would provide similar accommodations to the UNM should a disaster requiring evacuation befall them.

3. Declaration of an extreme emergent situation may be initiated by a Program Director or by the DIO. Declaration of a qualifying local disaster is made by the DIO in collaboration with the affected hospital's CEO or designee, affected Program Directors, and Department Chairs.
4. After declaration of an extreme emergent situation:
    a. The Program Director of each affected residency or fellowship program shall meet with the DIO and other university/hospital officials, as appropriate, to determine clinical duties, schedules, and alternate coverage arrangement for each program sponsored by the Institution. ACGME's guidelines for development of these plans should include:
        i. Residents and fellows must be expected to perform according to the professional expectations of them as physicians, taking into account their degree of competence, level of training and context of specific situation.
    b. Program Directors will remain in contact with the DIO regarding implementation of action plans and additional resources, if needed.
    c. The DIO will notify the ACGME Institutional Review Committee Executive Director if the extreme emergent situation causes serious, extended disruption that may affect the Institution's or Program(s)'s ability to remain in substantial compliance with ACGME requirements.
    d. The DIO and the GMEC will meet with affected Program Directors to establish monitoring to ensure the continued safety of residents, fellows and patient through the duration of the situation; to determine that the situation has been resolved; and to assess additional actions needed, if necessary, to restore full compliance with each affected residents' or fellows' completion of their educational program requirements.

DUTY WORK HOURS

All residency and fellowship programs sponsored by University of Arizona College of Medicine Phoenix and Tucson shall be in compliance with the Resident Duty Hour requirements established by the Accreditation Council for Graduate Medical Education (ACGME).

Duty Hours

1. Duty hours are defined as all clinical and academic activities related to the training program: patient care (inpatient and outpatient), administrative duties related to patient care, the

provision for transfer of patient care, time spent in-house during call activities, and scheduled academic activities such as conferences. Duty hours DO NOT include reading and preparation time spent away from the duty site.

2. Duty hours must be limited to 80 hours per week when averaged over a four-week period, inclusive of in-house call activities AND ALL MOONLIGHTING (PGY 1 residents are not permitted to moonlight.)
3. Residents and fellows must be provided with 1 unscheduled day in 7 free from all educational and clinical responsibility, averaged over a 4-week period, inclusive of call. One day is defined as on continuous 24-hour period free from all clinical, educational and administrative activities. Home call cannot be assigned on free days.
4. Duty periods for PGY-1 residents must not exceed 16 hours. Duty periods for PGY-2 residents and above may be scheduled to a maximum of 24 hours of continuous duty in the hospital. After 24 hours of continuous duty, residents and fellows are limited to up to four additional hours during which his/her activities are limited to participation in didactic activities, transfer of patients care and maintaining continuity of medical and surgical care. Strategic napping, especially after 16 hours of continuous duty and between the hours of 10:00 p.m. and 8:00 a.m., is strongly suggested.
5. In some circumstances, residents or fellows may remain beyond their scheduled period of duty to continue to provide care to a single patient. Justifications for such extensions of duty are limited to reasons of required continuity for a severely ill or unstable patient, academic importance of the events transpiring, or humanistic attention to the needs of a patient or family. Under these circumstances, the resident or fellow must:
    a. Appropriately hand over the care of all other patients to the team responsible for their continuing care; and,
    b. Document the reasons for remaining to care for the patient in questions and submit that documentation in every circumstance to the Program Director.
    c. The Program Director must review each submission of additional service and track both individual trainee and program-wide episodes of additional duty.
6. PGY-1 residents should have 10 hours, and must have eight hours, free of duty between scheduled duty periods. Intermediate-level residents (as defined by the Review Committee) should have 10 hours free of duty, and must have eight hours between scheduled duty periods. They must have at least 14 hours free of duty after 24 hours of in-house duty.

On-call Activities

1. The objective of on-call activities is to provide residents with continuity of patient care experiences throughout a 24-hour period. In-house call is defined as those duty hours beyond the normal work day, when residents are required to be immediately available in the assigned institution.
    a. PGY-1 residents do not take home call.
    b. PGY-2 residents and above must be scheduled no more frequently than every third night, for in-house call, average over a 4-week period.
        i. At-home call must not be so frequent or taxing as to preclude rest or reasonable personal time for each resident or fellow.

ii. When residents or fellows are called into the hospital from home, the hours spent in-house are counted toward the 80-hour limit but do not initiate a new "off-duty period."
iii. The Program Director and the faculty must monitor the demands of at-home call in their programs and make scheduling adjustments as necessary to mitigate excessive service demands and/or fatigue.

2. Any resident or fellow who feels he/she is unsafe to drive himself/herself home after work may arrange for alternate transportation and, if applicable, request reimbursement from the program.
3. The GME Office will request action plans from individual programs that are felt to be not in compliance. The GME Office encourages programs to involve residents and/or fellows in the preparation of these plans. The GME Office will request monthly progress reports at the GMEC concerning program's efforts at compliance.

EDUCATION ON STRESS, SLEEP DEPRIVATION, FATIGUE AND SUBSTANCE ABUSE

The UACOM as the sponsoring institution ensures that each program provides effective educational experiences for residents and fellows that lead to measureable achievement of educational outcomes in the specific sub-specialties and in the ACGME competencies with regard to personal health.

Each program must ensure that residents and fellows are educated on a yearly basis in stress, sleep deprivation, fatigue and substance abuse.

ELIGIBILITY AND SELECTION OF RESIDENTS

All ACGME accredited programs in the COM are required to participate and attempt to fill all entry-level positions through the NRMP Match or another national matching program. This policy applies to all programs for which matching services are available.

The selection of U.S. allopathic senior students is ONLY available through the NMRP Match or other national matching programs. When programs select residents from outside the national match, residents will be deemed eligible by the GME Office following eligibility standards as established by the ACGME.

1. Applicants are considered eligible if they meet one of the following:
    a. Graduates of medical schools in the U.S. and Canada accredited by the Liaison Committee on Medical Education (LCME).
    b. Graduates of colleges of osteopathic medicine in the U.S. accredited by the American Osteopathic Association (AOA).
    c. Graduates of medical schools outside the U.S. and Canada who meet one of the following qualifications:
        i. Have received a currently valid certificate from the Educational Commission for Foreign Medical Graduates (ECFMG) **PRIOR** to appointment, or

ii. Have a full and unrestricted license to practice medicine in a U.S. licensing jurisdiction in which they are training.

d. Graduate of medical schools outside the U.S. who have completed a Fifth Pathway program provided by an LCME-accredited medical school.

e. Fellows entering an ACGME accredited fellowship program must be a graduate of an ACGME accredited or ACGME-I accredited residency.

2. Visas
   a. UACOM programs will accept applicants with a J-1 Visa status.
   b. Requests for other visas will be reviewed on a case by case basis.

3. Resident Selection
   a. All residents and fellows should be appointed only when their documented prior experience and attitudes demonstrate the presence of the abilities necessary to master successfully the clinical knowledge and skills required of all program graduates.
   b. All residents and fellows must have demonstrated understanding and facility in using the English language.
   c. UACOM will ensure that its ACGME-accredited programs select from among eligible applicants on the basis of residency program related criteria such as their preparedness, ability, aptitude, academic credentials, communication skills, and personal qualities such as motivation and integrity. UACOM programs will not discriminate with regard to sex, race, age, religion, color, national origin, disability, or any other applicable legally protected status.
   d. If a selected resident or fellow cannot satisfy all eligibility requirements as of the start date of the program, employment will not commence or will be suspended immediately pending proof of eligibility with NO RIGHT TO REVIEW.

EVALUATIONS OF RESIDENTS AND FELLOWS

All residency and fellowship programs must demonstrate that they have an effective plan for assessing resident and fellow performance throughout the program and for utilizing the results to improve resident/fellow performance.

This plan should include:

1. The use of methods that produce an accurate assessment of the trainee's competence in patient care, medical knowledge, practice-based learning and improvement, interpersonal and communication skills, professionalism, and systems-based practice.
   a. Mechanisms for providing regular and timely performance feedback to residents and fellows that includes, at a minimum:
      i. Faculty evaluations of resident/fellow's performance during each rotation or similar educational assignment, and document this evaluation at completion of the assignment.

ii. Use of multiple evaluators. Appropriate sources of evaluation include faculty, patients, peers, self and other professional staff.
iii. Written semi-annual evaluation this is communicated to each resident/fellow in a timely manner.
iv. The maintenance of a record of evaluation for each resident/fellow that is accessible to the trainee.

2. The Program Director must provide a final evaluation for each resident/fellow who completes the program. The evaluation must include a review of the trainee's performance during the final period of education and should verify that the individual has demonstrated sufficient competence to enter practice without direct supervision. The final evaluation must be part of the trainee permanent record maintained by the Institution.

FAMILY MEDICAL LEAVE (FMLA)

1. Any resident or fellow is eligible to request a Family Medical Leave if he/she has been a Banner Health employee for at least one year and has worked at least 1250 hours in the 12-month period previous to the FMLA leave request. If eligible, the resident or fellow is entitled to take up to 12 weeks of unpaid leave during any 12-month period for one or more of the following reasons:
   a. The birth of a child,
   b. The adoption of a child or the placement of a foster child,
   c. To care for a seriously ill spouse, child or parent, or
   d. A health condition making it impossible for the resident/fellow to perform his/her job.

2. When a resident or fellow applies for a disability benefit, it will be considered that the resident/fellow also applied for a Family/Medical Leave. The time period for which the resident/fellow is receiving a disability benefit will be counted toward the 12 weeks for which he/she may be eligible under the Family/Medical Leave.

FINGERPRINT CLEARANCE CARDS

1. All residents and fellows must obtain a valid fingerprint clearance card, in accordance with A.R.S. §15-1881 and provide a copy of such card to the GME Office prior to the start of their training program.
2. Any resident or fellow who is unable to obtain a fingerprint clearance card will be ineligible for participation in the training program.
3. Individuals apply for fingerprint clearance cards through the Department of Public Safety (applications available in the GME Office).
4. The UACOM does not reimburse for the expenses related to applying for or maintaining fingerprint clearance cards.

HOUSESTAFF COUNSELOR

1. Access to confidential counseling and psychological support services are offered to all residents/fellows and their families.
   a. The Housestaff Counselor is available through flexible office hours and pager service. Contact receptionist at (520) 325-9176, please identify yourself as a resident or fellow.

INTERNATIONAL MEDICAL GRADUATES

1. An international medical graduate (IMG) is defined as any physician who received his/her medical degree from a medical school located outside the U.S. or Canada. The location of the medical school, not the citizenship of the physician, determines whether the graduate is an IMG.
2. Certification by the ECFMG is required for all IMGs to participate in any UACOM residency or fellowship program. A copy of the resident's or fellow's valid ECFMG certificate must be provided PRIOR to starting a training program.
3. Any resident or fellow who is not a U.S. citizen is responsible for supplying documentation demonstrating their ability to work legally in the U.S. Employment will not commence or will cease immediately with NO RIGHT TO REVIEW should the individual's visa expire or should he/she be unable to document his/her ability to work legally in the United States

LEAVES OF ABSENCE

Leave of Absence

1. Leaves of absence must be approved by the Program Director and will be granted in accordance with Banner Health policy. Because of each specialty board's requirements, sick time, vacation time and combined leave should not exceed the cumulative time allowed by the specific specialty. Should the allowed cumulative leave time be exceeded, the resident or fellow will be required to extend the length of his/her training program.
2. The Program Director shall specify the make-up period, the educational goals and the requirements of the relevant Board. The curriculum agreed upon by the Program Director and resident or fellow will be documented in the trainee's file.
3. During any extension period, the resident/fellow shall receive appropriate salary and benefits for the level of training.
4. A compelling personal issue may prompt the resident or fellow to request an extended Personal Leave of Absence, which the Program Director may approve. Sixty days is the maximum time a Program Director may approve for this type of leave. Medical, dental and life insurance may continue if the resident/fellow pays the full cost.
5. A resident or fellow may qualify for leave under the Family Medical Leave Act (FMLA) to address their own medical issue or the medical issue of an immediate family member. The resident or fellow should discuss eligibility for this type of leave with the GME Office.

MALPRACTICE (PROFESSIONAL LIABILITY COVERAGE)

1. Banner Health provides professional liability coverage for residents/fellows. Such coverage extends to professional acts occurring in the course of resident/fellow's responsibilities under participation in the Training Program. This insurance provides coverage on an "occurrence" basis, or if claims made it will include unlimited extended claims reporting coverage (tail).

This insurance does not cover resident/fellow for any activities performed outside the scope of the training program responsibilities. (e.g. "Moonlighting"). Any resident/fellow exceptions must have prior approval from Banner Health's Risk Management.

2. The resident/fellow must contact Banner Health's Risk Management department as well as their Program Director whenever they become aware of an event that may lead to a claim or if they receive a subpoena or claim. Risk Management is available 24 hours a day at 602-747-4799.
3. If a resident or fellow receives a subpoena, contact Jorge Erives Grijalva at (602) 747-4507. He will direct the follow-up.

MEAL POLICY

1. Per ACGME requirements, all Banner – University Medical Center (BUMC) facilities offer residents and fellows access to food 24 hours a day while on call.
2. Residents and fellows will be given meal cards with a preset amount. The dollar amount is determined by the individual Program according to their call schedule. There is a $10 fee if a meal card is lost or destroyed. The meal cards are renewed at the beginning of each academic year.
3. The amount programmed for each resident or fellow is provided to cover those meals while on required call. It is not intended to provide meals or snacks for other workers or family members nor is it intended to provide for meals for those days when the resident/fellow is not on call.

MOONLIGHTING

1. Any resident/fellow who wishes to engage in professional activities outside the educational program for remuneration ("Moonlighting") must obtain prior written approval from the Program Director of his/her training program and the Institutional DIO, if applicable. This statement of permission will be included in the resident/fellow's file. Residents and fellows will not be required to engage in Moonlighting.
    a. Moonlighting must not interfere with the ability of the resident/fellow to achieve the goals and objectives of the educational program.
    b. Time spent in Internal and External Moonlighting must be counted towards the 80-hour Maximum Weekly Hour Limit.
    c. PGY-1 residents are not permitted to moonlight.
2. The Program Director will:
    a. Require a prospective, written request to moonlight.
    b. Monitor the resident/fellow's performance to assure that the duty hour limits are not violated. Program Directors are also responsible for making sure that resident/fellow fatigue is not contributing to diminished learning, or performance, or interfering with patient safety. If duty hours are exceeded, or resident/fellow's performance is noted to be suboptimal, the Program Director has the authority to revoke the resident/fellow's Moonlighting privileges.
    c. The resident/fellow will acknowledge by signature that, if required, he/she:
        i. Has an independent medical license to participate in such activity

ii. Has the necessary DEA number (independent of the hospital's DEA number) to prescribe controlled substances, if applicable
iii. Has the necessary professional liability coverage separate and apart from the training program coverage, and
iv. Will not depend upon hospital personnel, supplies, equipment, e.g., hospital operators, secretaries, etc for providing assistance in fulfilling the duties and responsibilities of such activities.

3. Professional activities for which resident/fellow receives remuneration over and above his/her usual stipend may be considered part of the residency curriculum, thereby qualifying the resident and supervisors for Banner professional liability coverage, as long as:
   a. There is qualified supervision
   b. The experience provided would be difficult to obtain otherwise
   c. The experience is preapproved for curricular credit on an individual basis by the Program Director and DIO, if applicable.
   d. An evaluation is completed by the supervising physician(s) based upon the objectives of the experience

4. **Each residency or fellowship program may add to the requirements or restrict moonlighting as it sees fit so long as the above basic elements are met.**

ON-CALL AND HOLIDAYS

Holidays are treated as weekend days. Resident/fellow can be expected to be on call for some and off for others as determined by their program. Some holidays at the VA are not considered holidays at Banner Health.

ON-CALL FOR RESIDENTS ROTATING BETWEEN DEPARTMENTS

In order to ensure that residents do not have back-to-back call nights when rotating from one department to the next, the involved programs will coordinate the call schedules.

ON-CALL ROOMS

Residents, fellows, and medical students will have access to on-call rooms. Each training program has specified sleep rooms. Please respect their assignments

PAGERS

1. Resident/fellow will be issued a pager. Pagers are one of the major means by which people in the Medical Center communicate with each other. Resident/fellow is expected to keep the pager functional and turned on during work and on-call hours (including electives).
2. Resident/fellow is expected to respond to a pager call in an appropriate time frame.
3. Should a pager not work due to normal wear and tear it will be replaced at no charge by the resident/fellow's program. If the pager is stolen, lost or damaged, the resident/fellow will be

charged a $25 replacement fee. The resident/fellow will be provided a new pager once the fee is received.

PARKING

Resident/fellow will be issued a name badge that will provide access to a designated parking area.

PATIENT RELATIONSHIPS

1. Resident/fellow should introduce themselves by name and ensure that the patient and family knows them by name. This is one of the more common errors of omission that occurs.
2. Resident/fellow should explain their role in the care of each patient they attend.
3. It is appropriate to address patients by their surname preceded by Mr., Ms., Dr., etc. Resident/fellow is encouraged to ask patients how they wish to be addressed.
4. It is essential to take time to explain to patients what is happening to them, what is recommended for them, and what the benefits and risks of your recommendations are.

PAYCHECKS

1. The first paycheck for residents and fellows will be issued on the first payday following start date. Paychecks will be distributed every two weeks thereafter.
2. Direct or automatic deposit of your paycheck is available through Banner Health. After signing up for the program, it takes one to two pay periods for the direct deposit to begin. Resident/fellow can receive a receipt of deposit to verify that the money was transferred to their account through the Banner Health MyHR/EMSS. Resident/fellow should contact their program coordinator for more information.

PROMOTION AND GRADUATION

1. Resident/fellow should be advanced to positions of higher responsibility only on the basis of evidence of their satisfactory progressive scholarship and professional growth.
2. Program Directors must provide annual letters of promotion and Summative Letters to the GME Office.
3. Each Program Director must prepare a summative evaluation for reach resident/fellow upon completion of his/her training program. This evaluation must document the trainee's performance during the final period of education, become part of the trainee's permanent record and, must be accessible for review by the resident/fellow.
4. The summative evaluation must assess to what extent the resident/fellow has mastered each component of clinical competence, including:
    a. Patient care
    b. Medical knowledge
    c. Practice-based learning and improvement
    d. Interpersonal and communication skills
    e. Professionalism; and
    f. Systems-based practice

5. In addition, the summative evaluation should verify that the resident has demonstrated sufficient competence to enter practice without direct supervision.

SCRUBS

1. All residents and fellows will have access to ScrubEx vending machines in the hospital facility.
2. A preset number of scrubs will be available as determined by the individual programs. Once that preset number has been dispensed, scrubs will need to be returned before another set is available. Should you encounter any problems please contact your Program Coordinator.
3. Scrubs at BUMCS will be stocked by the various call rooms.

SECURITY ID BADGES

1. Residents and fellows must wear their issued Banner Health ID badge while on duty in a visible, conspicuous place with name and picture unobstructed.
2. If the hospital is on lock-down, access to the facility will require an ID Badge.

SUBPOENAS

1. The resident/fellow must contact Banner Health's Risk Management department as well as their Program Director whenever they become aware of an event that may lead to a claim or if they receive a subpoena or claim. Risk Management is available 24 hours a day at 602-747-4799.
2. If a resident or fellow receives a subpoena, contact Jorge Erives Grijalva at (602) 747-4507. He will direct the follow-up.

SUPERVISION

1. The Faculty have an ethical and legal responsibility for the overall care of their patients and for the supervision of students, residents and fellows involved in the care of their patients. A chain of command that allows for graduated authority and increasing responsibility as clinical experience is gained is essential for trainees. Judgements regarding this delegation of responsibility must be made by the faculty member based upon their direct observation and knowledge of each trainee's skill and ability according to the requirements of the program's Residency Review Committee.
2. All residents and fellows should be appropriately supervised, consistent with proper patient care, the educational needs of the trainees, and the applicable RRC requirements.
3. The amount of supervision required for each resident/fellow shall vary according to the critical nature of each patient and be commensurate with the level of training, education and experience of the resident/fellow that is involved with the patient's care.
4. Each Program Director shall establish detailed, written policies for supervision in his/her respective program. Program supervision policies must include any and all ACGME specialty-specific program requirements related to resident/fellow supervision.
5. Programs are responsible to provide up-to-date supervision policies to the GME Office.

TRANSITION OF CARE

1. Each program will create its own method to accomplish transition of care that is based upon the needs of the patient, resident or fellow, and faculty that is safe, effective/efficient and protective of the patient's privacy.
2. Programs must design clinical assignments to minimize the number of transitions in patient care.
3. Programs must ensure that residents/fellows are competent in communicating with team members in the hand-over process.
4. There must be the availability of schedules that inform all members of the health care team of attending physicians and residents/fellows currently responsible for each patient's care.

VACATION LEAVE

1. A resident or fellow may use personal leave for any purpose at the discretion of the trainee with the Program Director's approval and subject to the staffing needs of the program.
2. Residents and fellows are provided four one-week periods of personal leave each academic year, to be used upon a mutually agreed upon time by the resident or fellow and Program Director.
3. Vacation leave cannot be carried over from one academic year to the next.
4. Residents and fellows do not participate in Banner Health's Paid Time Off (PTO) plan.

VISITING RESIDENTS/FELLOWS

1. All visiting residents/fellows interested in participating in elective rotations at the UACOM must complete the Visiting Resident Application (available at http://medicine.arizona.edu/education/graduate/graduate-medical-education/university/applicants/visiting).
2. Participation in any elective rotation will be allowed on a space-available basis. Selection dates must have final approval from host Program Director.
3. The UACOM requires a completed Program Letter of Agreement (PLA) with the Home Institution prior to participation in UACOM program.
4. All visiting residents/fellows will check in with the GME Office at the start of their rotation.

SECTION II

DUE PROCESS GUIDELINES and POLICIES

DUE PROCESS FOR RESIDENTS and FELLOWS

I. Purpose/Expected Outcome:

A. The procedures described below govern the nondisciplinary and disciplinary actions that can be taken against residents and fellows (collectively referred to herein as "residents"). Residents are physicians under contract in an accredited/nonaccredited graduate medical education program who have privileges to practice medicine under specified conditions for a designated, limited period of time. While performing their duties as a resident during the time specified in the contract, they are afforded procedural rights as described below. Residents are not entitled to procedural rights afforded under the Banner University Medical Staff Bylaws, the Human Resources policies of Banner University Medical Center or of Banner University Medical Group, nor the Human Resources policies of the University of Arizona.

B. Disciplinary action is any action imposed on a resident because he or she fails to meet established standards. It is categorized into three major areas: Below Standard Performance, Professional Misconduct, and Impairment.

1. Below Standard Performance is when a resident does not demonstrate the requisite breadth or depth of skills, attendant knowledge, or judgment needed to address clinical matters expected for a resident at that level of education in that specialty.
2. Physician Misconduct is when a resident fails to fulfill the ethical, moral, and/or legal requirements that are set forth by appropriate professional organizations and legal jurisdictions as well as Banner, Banner University Medical Group and/or University of Arizona policies. Specific mention of physician misconduct is also found under the sections on Guidelines for relating with Other Hospital Staff, Discrimination/Harassment policy and Sexual Harassment. Residents should be familiar with, and abide by, the codes, rules and regulations of the American Medical Association, American Osteopathic Association, applicable specialty boards, Arizona Medical Board (AMB), the Osteopathic Board of Examiners (OBEX) and other licensing agencies, including those pertaining to professional conduct.
3. Impairment is when a resident has a physical or mental illness, including substance abuse, which may affect the resident's performance.

C. Incident reports, regular evaluations, and other routine information gathered in the course of the evaluation of a resident do not constitute a request for non-disciplinary or disciplinary action, but these findings may result in the initiation of investigations.

D. This policy does not deal with delinquent medical records, which is covered under a separate policy. However, disciplinary action may be taken if records are repeatedly delinquent.

E. Notice of any action or decision under these due process procedures shall be made in writing and delivered to the affected resident via his or her employee email address or the resident's designated preferred email. All deadlines will be calculated beginning the calendar day after the date of the email.

The University of Arizona College of Medicine Phoenix and College of Medicine Tucson, as the sponsoring institutions, will make the final determination with regard to a resident's participation or advancement in a residency program.

II. Non-disciplinary Action

A. Whenever the performance or conduct of a resident suggests the need for intervention or improvement short of disciplinary action, the residency Program Director or designated faculty member (referred to herein as "Program Director") shall investigate the matter, discuss it with the involved resident and determine the next steps.

B. If, in the judgment of the Program Director, the matter warrants non-disciplinary action, he/she will take such action and subsequently advise the program's Clinical Competency Committee (CCC).
C. The Program Director may take any non-disciplinary action deemed appropriate, including placing the resident on leave or on Emergency Suspension pending an investigation into allegations of Below Standard Performance, Physician Misconduct, or Impairment.
D. Non-disciplinary actions are not considered a formal disciplinary action. The resident has no right of appeal of a non-disciplinary action. However, if the resident believes the action was not warranted, he/she may submit documentation of such belief to the CCC. The CCC may, in its sole discretion, review the submission and decide whether to take action.
E. The Program Director may take any non-disciplinary action deemed appropriate, including but not limited to:
   1. Issue a letter of concern;
   2. Allow a leave of absence for personal reasons;
   3. Require that a resident obtain an assessment to determine possible substance impairment;
   4. Refer the resident to Occupational Health where impairment relates to job performance;
   5. Require the resident to repeat one or more rotations if such rotation(s) do not extend the program;
   6. Require the resident to complete training in the Banner Simulation Center;
   7. Require the resident to submit a formal action plan, which may include a variety of actions such as required readings and tests;
   8. Require the resident to establish mentor relationships with identified members of the faculty or senior residents;
   9. Require the resident to meet on a scheduled basis with identified members of the faculty or senior residents;
F. **The Program Director may begin Disciplinary Action (below) without having first utilized a Non-Disciplinary Action.**

III. Disciplinary Action

A. Whenever the performance or conduct of a resident suggests the need for disciplinary action, the residency Program Director shall immediately consult with the Graduate Medical Education (GME) Office. The Program Director will then investigate the matter, discuss it with the involved resident, and determine the next steps in conjunction with the GME Office.
B. If, in the judgment of the Program Director, the matter warrants disciplinary action, he/she will bring the issue, along with recommendations, before the program's Clinical Competency Committee (CCC) for deliberation and recommendation.
C. The CCC may recommend any actions deemed appropriate to address the matter, including, but not limited to, one or more of the following actions:
   1. Require that the resident successfully complete additional training as specified by the CCC;
   2. Place the affected resident on probation, specifying the behaviors/performance issues that must be remedied;
   3. Recommend that the disciplinary action be mentioned on the resident's summative letter;
   4. Recommend that the resident be suspended for a specified period of time;
   5. Recommend that the resident's contract not be renewed for the subsequent year;

6. Do not recommend that the resident be allowed to sit for the designated board examination in his/her specialty;
7. Recommend that a certificate of satisfactory completion not be awarded the resident;
8. Recommend that the resident be dismissed from the residency program.

D. The Program Director will make a recommendation for disciplinary action, which recommendation may be made before or after consulting with the CCC. The Program Director will promptly notify the resident of that recommendation in writing to the resident's employee email address or designated preferred email address and, whenever practicable, meet with the resident to discuss the decision.

E. The resident shall have seven calendars days to submit a written request for consideration/reconsideration to the Program Director.

F. If consideration/reconsideration is requested timely, the resident (and a non-speaking advisor if requested) shall have the right to appear before the CCC and present evidence and arguments on his or her behalf. The right to appear does not include the right to be represented at the appearance by counsel, or to call witnesses.

G. The CCC will consider the evidence and arguments presented by the resident and will provide the resident with written notice of its decision on the recommended disciplinary action(s) within seven calendar days of the resident's appearance before the CCC. The CCC may uphold, modify, or reject the Program Director's decision.

H. Failure to timely request reconsideration constitutes a waiver of the right to request reconsideration by the CCC and the right to appeal to the Graduate Medical Education Committee (GMEC). The Program Director's decision will then become final, immediately, with no further review available.

I. In the event the CCC upholds the Program Director's decision to impose discipline, the recommendation may be immediately implemented, pending appeal to, the GMEC. If the Program Director decides to dismiss the resident from the Program, the resident will be assigned to non-clinical duties and will continue to receive pay while the matter is resolved on appeal, if requested.

J. In the event the CCC upholds or modifies the Program Director's imposed disciplinary action(s), the affected resident shall have the right to appeal to the GMEC.
   1. The resident shall have seven calendar days after receiving the CCC's decision on the imposed disciplinary action to deliver a written request for appeal to the Designated Intuitional Official (DIO). The DIO will inform the Chair of the GMEC of the request for an appeal.

K. Failure to request an appeal in the time and manner specified shall constitute a waiver of the right to appeal, and the Program Director's recommended disciplinary action shall become final, immediately, with no further review process available.

L. If the affected resident requests an appeal to the GMEC, he/she shall be given due process rights. The appeal will be reviewed on the following terms:
   1. The resident and Program Director will receive 14 calendar days advance notice of the date, time and location of the appeal, unless the resident and Program Director agree to a shorter notice period. This notice will also include the names of the GMEC members who have been appointed to hear the appeal.
      a. Appeals will be heard by a Review Panel of no less than five members of the GMEC, selected by the GMEC Chair, one of which must be a resident or fellow. The GMEC Chair will name a Review Panel Chair. The Review Panel members must be impartial and have no involvement with any underlying investigation or the decision to impose disciplinary action.
      b. In the event five GMEC members are unavailable, the GMEC Chair may select a Review Panel member from the faculty.

c. The DIO may appoint an attorney to advise the Hearing Panel.

2. The resident and the Program Director have the right to appear before the selected GMEC Review Panel, to bring witnesses to speak on their behalf, and to question any witness.
    a. At least seven calendar days prior to the review, the resident and the Program Director shall notify the Review Panel Chair of the name of each witness he/she intends to bring to the hearing.
    b. The Review Panel Chair may exclude any witness deemed immaterial to the recommended disciplinary action or whose statements will be redundant to other witnesses.
3. The resident and the Program Director may submit documents for the Review Panel to consider. The resident's documents may include a written statement in support.
    a. All documents must be submitted to the Review Panel Chair at least seven calendar days prior to the review.
    b. The Review Panel Chair will distribute the documents to the Review Panel members, the Program Director and the affected resident at least 5 calendar days prior to the review.
4. The resident may be accompanied by an advisor, who may or may not be an attorney. While the advisor may consult with and advise the resident during the review, the advisor shall not participate in any way in the proceedings.
    a. If the resident chooses to be accompanied by an advisor who is an attorney, the resident must notify the DIO and the GMEC Chair within seven calendar days of the request for an appeal.
5. An attorney may be appointed to consult and advise the Program Director during the review.
6. Legal fees and other costs, if any, shall be borne by each side on its own behalf.
7. The Review Panel may directly question the affected resident, the Program Director, and any witness at any time during the review.
8. The proceeding will be recorded only if a request for recording is submitted to the Review Panel Chair by the resident or the Program Director at least five calendar days prior to the review. The method of recording may be an audio recording or any other method selected by the Review Panel Chair.

M. The burden of persuasion is upon the affected resident to demonstrate that the recommendation of the Program Director was not justified based on the evidence.

N. The Review Panel shall conduct its deliberations privately. The Program Director will not participate in deliberations. The Review Panel shall make its decision within 14 calendar days following the review and shall prepare a written statement setting forth its determination and the reasons therefor. The determination of the Review Panel shall be final and binding and no further review or appeal is available.
    1. The determination of the Review Panel will be sent to the DIO, who will distribute the decision to the resident, the Program Director, the GMEC Chair, the Dean of the College of Medicine, and the GME Office.
    2. In the event the resident is placed on probation or dismissed, the GME Office will notify the AMB, the OBEX, and/or the ACGME as required.

O. The record of the appeal is confidential except (a) to the extent authorized in writing by the affected resident and agreed to by the DIO or (b) as may otherwise be appropriate in response to a governmental or legal process. The action of the Review Panel shall be disclosed in the same manner as all other recommendations and actions of the CCC and GMEC.

IV. Resident Impairment

A. Whenever a resident suspects that he, she, or another resident may be impaired, the resident should contact his or her Program Director and provide the details of the behavior or information leading to this concern. Whenever information suggests that a resident may be impaired, the Program Director will conduct an investigation and interview the resident to determine whether credible evidence of impairment exists. If, in the judgment of the Program Director, no such evidence exists, the matter is dropped.

B. If, in the judgment of the Program Director, credible evidence exists to suggest impairment, the Program Director will institute the drug testing policy & protocol (below) and one or several of the following:
   1. Testing of bodily fluids for misuse of chemical substances according to the section on Drug Testing described below;
   2. Referral to an appropriate heath professional including a psychiatrist or other mental health professional;
   3. Periodic sessions with the resident's faculty advisor, Program Director or both; and/or
   4. Disciplinary action in accordance with the section on Procedure for Disciplinary Action previously described.

V. Drug Testing Policy

A. Because chemical substance (including alcohol, illicit and licit drugs) abuse may impair a physician's performance, tests for alcohol and chemical substances will be required at the time of the initial employment physical or whenever evidence suggests that a resident may be impaired ("for cause testing"). Residents who are on stipulation with AMB/OBEX or have signed a reentry agreement will also be subject to random testing.

B. The Program Director or designee may require a resident to undergo for cause testing for drugs and/or alcohol. Cause for such testing shall include without limitation:
   1. Evidence of misuse of prescribed or non-prescribed drugs
   2. Evidence of use of alcohol or drugs while on duty
   3. Evidence of impairment while on duty
   4. Failure to meet duties and responsibilities that other residents regularly fulfill
   5. Repeated absences which are inadequately explained
   6. Repeated tardiness for scheduled responsibilities
   7. Bizarre or disruptive behavior
   8. Any performance which is overtly negligent
   9. Physical or verbal abuse toward any colleague, hospital staff member, office staff member or patient
   10. Any other circumstance which provides possible cause to believe that chemical substance abuse is present

C. All cases in which drug testing is required will be reviewed by the appropriate CCC.

D. Any resident found to have tested positive will be summarily suspended with pay and reported to AMB/OBEX. The resident will not be permitted to return to work until cleared by Occupational Health and authorized by the Program Director and the DIO. Prior to such authorization, the resident must agree to comply with the conditions imposed by Occupational Health and the Program Director, including entering into and complying with the terms of the Banner Health Reentry Agreement, and conditions imposed by AMB and/or OBEX.

E. Continuation in the residency program after a positive test is conditional upon compliance with the terms of reinstatement and at the discretion of the Program Director and the CCC.

F. Any resident who subsequently has a positive test for the misuse of drugs may be immediately terminated from the residency program without appeal rights.

G. Any resident who refused to take a urine test will be summarily suspended. The disciplinary process for emergency suspension will be followed. All reports mandated by law will be made.
H. Performance and/or conduct issues suggesting evidence of impairment will be investigated and disciplinary action may be initiated as set forth above.

VI. Emergency Suspension Procedure

A. The DIO and the Program Director or their designee shall have the authority to place a resident on emergency suspension from his/her program or summarily impose limitations whenever such action must be taken in the best interest of patient care, in response to a positive drug screen, or to investigate a disciplinary matter. Such suspension shall be reported to the Program Director and the DIO and shall become effective immediately upon notification to the affected resident. A resident who is on emergency suspension shall be promptly informed of the parameters of the suspension in writing by the Program Director. The emergency suspension will remain in effect pending the Disciplinary Action procedures, unless lifted by the DIO at his discretion. Banner may suspend a resident when such action must be taken in the best interest of patient care.

VII. Automatic Suspension

A. Action by ABM/OBEX revoking a resident's training permit to practice medicine will automatically terminate the resident's contract. Residents subject to automatic revocation will not be entitled to any of the procedural or appeal rights set forth in this manual. Action by AMB/OBEX suspending a resident's training permit to practice medicine will automatically result in suspension of the resident without pay. The suspension will remain in effect for no more than one year. If the AMB/OBEX suspension remains in effect after one year, the contract will automatically terminate and the resident shall not be entitled to any of the procedural or appeal rights set forth in this manual. If within one year the resident's suspension is lifted and his/her training permit is reinstated, the affected resident has the right to appear before the CCC and request reinstatement into the residency program and to appeal an adverse decision as set forth in the Procedure for Disciplinary Action.

SECTION III

BANNER UNIVERSITY MEDICAL GROUP (BUMG) POLICIES

COMPLIANCE EDUCATION AND TRAINING PROGRAM

The purpose of the Compliance Education and Training Program is to facilitate the acquisition of these skills and knowledge to all Banner Health employees, medical staff members, directors and officers, and individuals not employed by Banner who, either directly or indirectly perform billing or coding functions for Banner Health or who provide direct patient care items or services on behalf of Banner (excluding vendors or suppliers whose sole relationship with Banner is the sale or lease of medical supplies and equipment to Banner Health).

In accordance with the Banner Health policy - "Compliance Program Obligations", all Banner Health employees ("Covered Persons") are required to complete assigned compliance training by the due date assigned. New "Covered Persons" will be assigned compliance orientation training with a due date that is 30 days from the start of employment date. All "Covered Persons" will be assigned compliance training annually which must be completed before the "Covered Persons" annual evaluation or anniversary date with Banner Health.

These modules must be completed within the first 30 days of employment. Residents and fellows will have access to these modules as of the first day of orientation. An overview of how to access the mandatory compliance modules will be given during orientation.

Annual Mandatory Education for ALL Clinical - Patient Contact Employees: *(These modules are subject to change periodically)*

1. Compliance Code of Conduct
2. Early Heart Attack Care
3. Employee Handbook Acknowledgment
4. GHS Awareness – OSHA
5. HIPAA The Power of Privacy
6. Infection Control: Bloodborne Pathogen and TB Training
7. Patient Rights
8. Policy and Procedures End User Guide
9. Raising Compliance Issues
10. Safety – Employee Safety
11. Security and Workplace Violence
12. Stroke Alert

DELINQUENT RECORDS POLICY

Residents and fellows are responsible for ensuring that all applicable patient charts are completed, i.e. documented and authenticated, within their specified time period.

1. Residents/fellows are advised of incomplete documentation via their electronic physician inbox. A medical record is considered delinquent based on the time frames below.

Documentation Requirement	Timeframe	Exclusions
Emergency Room Report	Documented within 24 hours of discharge/disposition from the ED	
Admitting Progress Note	Documented within 24 hours of admission	
History & Physical	Documented within 24 hours of admission and before invasive procedure	
Consultation Reports	Documented within 24 hours of consultation	
Post op Progress Note	Documented immediately post-op when there is a delay in the availability of the full report	
Provider Coding Clarification	Completed within 7 days of notice.	
Operative Report	Documented immediately post-op and no later than 24 hours after the procedure.	
Special Procedures Report	Documented within 24 hours of notice.	
Discharge Summary Report	Documented at the time of discharge but no later than 24 hours after discharge.	Not required on all admissions less than 48hrs, or for normal vaginal deliveries and normal newborns
Discharge Progress Note	Documented at the time of discharge but no later than 24 hours after discharge for all admissions less than 48hrs or for normal vaginal deliveries and normal newborns.	
Death Summary Death Pronouncement Note	Documented at the time of death/disposition or within 24 hours of death. Completed at the time the patient is pronounced or within 24 hours of death.	
Transfer Summary	Documented at the time of transfer no later than 24 hours.	

Signatures	Authentication of transcribed or scanned reports and progress notes, within 7 days from the date of notice.	
Verbal Orders	Dated, time and authenticated within the timeframe specified by state regulation Alaska = 72 hours Arizona = 72 hours California = 48 hours Colorado = 48 hours Nebraska = 48 hours Nevada = 48 hours Wyoming = 24 hours	
Psychiatric Evaluation	Documented within 24 hours of admission	

2. The Health Information Management Services (HIMS) Department will send a weekly notice, via email, to the applicable residents/fellows regarding their incomplete documentation; the Program Director and/or designee will also be copied in this communication.

3. The Program Director or designee in each residency/fellowship program will also receive a weekly delinquency/professionalism update from the HIMS Manager or designee. The Program Director or designee will be responsible to contact the resident/fellow to remind them of their delinquent records.

4. Any resident/fellow who has delinquent documentation can be automatically suspended from regular residency/fellowship responsibilities and/or required to use vacation days to complete all of their incomplete records based on the guidelines set forth by their residency/fellowship program and director.

DISABILITY BENEFITS

Short Term and Long Term Disability (STD/LTD)

STD – provides benefits at the time disability or illness is incurred for lost work time for up to 26 weeks in a calendar year. Benefits begin immediately for non-occupational illness or injury. The Short Term Disability Plan protects your income if you cannot work due to an illness or injury. You are automatically enrolled. Residents/fellows will receive 100% of their pay while on STD.

LTD - If you remain disabled beyond the 26 week period for STD, you may be covered by a LTD policy which provides a monthly benefit of $2000 for as long as you are disabled or to age 65, whichever occurs first. Upon completion of your training, the insurance company guarantees that you will be able to continue the long-term disability policy if you pay the premiums. Enrollment is required.

DOCUMENTATION FOR EMPLOYMENT

All residents and fellows are responsible for supplying documentation demonstrating they are able to work legally in the United States. Employment will not commence or will cease immediately with NO RIGHT TO REVIEW should their visas expire or should they otherwise be unable to document their ability to work legally.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

Through CIGNA, Banner Health provides a valuable benefit to you and your family members by making available independent counseling assistance and referral for marital, family, emotional and chemical-dependency problems. CIGNA staff is dedicated to maintaining confidentiality. CIGNA is required in some cases to report to licensing authorities, or report when a violation of law or regulations can potentially affect patient care. - You can contact CIGNA by phone at 1-800-633-5954 or visit their website at www.Cignabehavioral.com , Employer ID: bannerhealth.

HARASSMENT POLICY

Banner Health is committed to providing a professional work environment that maintains employee equality, dignity, and respect. In keeping with this commitment, Banner Health strictly prohibits unlawful discriminatory practices, including, but not limited to, Harassment, Sexual Harassment and Retaliation. Harassment, Sexual Harassment and Retaliation, whether verbal, physical or environmental, are unacceptable and will not be tolerated.

Sexual harassment in the workplace is unacceptable and will not be tolerated from employees, patients, **visitors**, physicians, volunteers, or any others doing business with Banner Health. To ensure that Banner Health provides an atmosphere free of any behavior or conduct that could be interpreted by any reasonable person as sexual harassment, there is strict adherence to the system's Sexual Harassment Policy.

We are all responsible for helping to enforce this policy against harassment. If you have been the victim of prohibited harassment, have witnessed such harassment, or been the victim of sexual harassment, you must immediately notify your Program Director, DIO or the Banner Health's Affirmative Action office so the situation can be promptly investigated and remedied. Banner Health takes all complaints of discrimination or harassment seriously. It is our policy to investigate all harassment complaints thoroughly and promptly. We will maintain the confidentiality of those involved to the fullest extent possible.

HEALTH INSURANCE BENEFITS FOR RESIDENTS/FELLOWS, FAMILIES & MORE

I. Health Insurance Benefits – your benefits begin as of the effective date of your contract which is usually the first day of orientation. You must enroll by your enrollment deadline (31 days from your date of hire) or you will have to wait to enroll during the annual enrollment period and will be without coverage during that interim period. Additional information regarding plan details and co-pays, refer to enrollment guide at www.bannerbenefits.com.

   a. Banner Health Benefits is a way to provide health benefits to you that allow you to design the benefits to more specifically meet the needs of you and your family.
   b. Available health benefits options:
      i. Medical Plan Choices
      ii. Dental Plan Choices
      iii. Vision Plan
   c. Other Benefits options:
      i. Legal Plan
      ii. Flexible Spending Accounts/ Health Savings Account
      iii. Basic or Optional Life Insurance Plan Choices
      iv. Accidental Death and Dismemberment Insurance Choices
      v. Home/Auto Insurance Choices
      vi. Employees Choosing Health Options (ECHO)
      vii. Credit Union
      viii. Community Discount Programs

JURY DUTY

It is Banner Health's belief that you should be afforded the opportunity to serve as a juror, if called, without losing pay for the hours you are scheduled to work. Notify your supervisor immediately if you are called for jury duty so arrangements can be made for necessary work to be performed. You are responsible for coordinating your work time with your supervisor, if not on jury duty for a full shift.

OCCUPATIONAL HEALTH SERVICES POLICY AND PROCEDURE

The Occupational Health Services Department, or the designated area in those facilities without this service, is responsible for approving your return to work following an absence for an injury or illness for a duration of three (3) or more calendar days or following a Leave of Absence. You may be asked to present a physician's consent for return to work for any illness.

The Occupational Health Service may conduct routine tests on employees and other special tests as may be required from time to time. It is a condition for continued employment that you comply with the mandatory tests/immunizations as required by Occupational Health. Fitness for work examinations may be requested by management in consultation with Human Resources when there is a concern about your ability to continue to function in the role for which you are being paid.

PATIENT PHOTOGRAPHY, VIDEOTAPING, AND OTHER VISUAL IMAGING IN THE CLINICAL SETTING FOR TREATMENT OR TRAINING POLICY

I. **Purpose/Expected Outcome:**

a. To protect the privacy of patients and provide guidance to staff when obtaining a patient photograph for treatment or training.

b. To provide photo documentation, when appropriate, of a patient's care during initial assessment and at scheduled intervals to monitor progress in response to treatment.

II. **Definitions:**

a. **Medical Record:** Documentation maintained by Banner, which may be electronic or paper, of the health-related services provided to an individual in any aspect of healthcare delivery or healthcare status of such individual. (See Policy #6203), Content of the Official Patient Medical Record)

b. **Patient Photograph:** A patient picture or image recorded through a variety of visual means including still photography, videotaping, digital imaging, scans of photographs, etc.

c. **Training:** Those training programs conducted by Banner in which students, trainers, or practitioners in areas of health care/education under supervision to practice or improve their skills as health care providers, or training of non-health care professionals.

d. **Workforce:** Workforce means employees, volunteers, trainees, students, physicians, contracted staff or other persons who perform work for Banner Health.

III. **Policy:**

a. Original Patient Photographs taken for diagnostic monitoring and/or treatment purposes are considered part of the patient's Medical Record and are considered Protected Health Information (PHI). Banner equipment will be used when photographing patients for diagnostic monitoring and/or treatment.

b. When a Banner Health Workforce member requires a picture to be taken for Training purposes, personal equipment may be used but the Workforce member will be responsible for de-identifying the image/picture.

c. Photographs taken using a personal cell phone cannot be sent. The image must be downloaded at the facility and then promptly erased from the cell phone.

d. Practitioners will determine whether patients are permitted to take pictures or videos during treatment.

e. If the photograph is not stored with the Medical Record, a reference to its storage location will be noted in the Medical Record.

f. Banner Health's Medical Treatment Agreement (Conditions of Admission) documents the patient's consent to take and use photographs or videotaping of diagnostic and surgical procedures for treatment and Training purposes.

g. When parts of the body require photography, drapes and other material may be used to limit photography to the specific area of the body.

h. Patient Photographs, videotapes and other images taken for diagnostic monitoring and/or treatment purposes should be clearly identified with the patient's name, medical record number (MRN), location of body part photographed, date and time and the name and title of the requestor and picture taking person. Patient Photographs, videotapes and other images used for Training should not include patient's name or medical record number.

i. Photographs used to document patient care must be maintained according to the Records Retention and Destruction Policy, #5767.

REPORTING AND PREVENTION OF INFECTIONS IN HEALTH CARE WORKERS

Section A:

1. When a health care worker has an exposure to bloodborne pathogens, that worker should immediately contact the Post Exposure Prophylaxis hotline [(602) 747-8364] and his or her supervisor.
    a. The exposed health care worker or that health care worker's supervisor will initiate source testing using the procedure identified in the facility in which the exposure occurred.
2. The health care worker or that worker's supervisor will report all occupational exposures to Occupational Health on the Employee Industrial Incident Report

Arizona Revised Statue (A.R.S. 36-663)

HIV Pre-Test Counseling to include:

- Testing purpose, meaning of results and benefits of early diagnosis and treatment
- Nature of acquired immune deficiency syndrome and HIV-related illness, including information about behaviors posing a risk for transmitting the human immunodeficiency virus.
- Confidentiality protections for HIV related information
- HIV testing being voluntary and testing can be performed anonymously at a public health agency
- Law requires that positive test results are reported to public health agency
- Consent for testing may be withdrawn, in writing, at any time before blood is drawn.

Source Patient Testing

Counselor's Responsibilities

- Must be a licensed physician, RN, LPN, PA, Social Worker, counselor or therapist (A.R.S. Title 32).
- Perform counseling with patient/parent or legal representative
- Obtain consent for HIV testing
- HIV testing can be refused
- Obtain consent for release of HIV test results to exposed employee

Source Patient Lab and Consent Forms

- Sonora Quest Lab Form is "Source Patient Testing Requisition"
- Must use – Account # 60151 & Requisition #720529
- This assures that source patient is not billed for test

Two (2) Forms need to be Signed by the Source Patient:

- HIV Consent Form
- Communicable Disease Release of Information to Affected Health Care Worker

Both forms are to be faxed to the Medical Surveillance Coordinator @ (480)412-6449 – all results comes to Occupational Health and <u>no results</u> go in the patient's hospital medical record. All records are kept in Occupational Health.

Original Consents need to be mailed to:

- Patricia Nunez – Medical Surveillance Coordinator
- 2225 W. Southern Ave
- Banner Desert Medical Center
- Mesa, AZ 85002

Documentation in Progress notes the following:

- Counseling was performed
- Consent was obtained
- Test was performed as a result of employee exposure
- All questions answered

If consent for HIV testing is refused:

- Document this in progress notes
- Notify Occupational Health of refusal
- Inform Supervisor/designee of refusal
- HBsAG and HCV may be completed if physician order was obtained

If the patient/source patient is not competent to make a decision; the person(s) responsible for their care / power of attorney or responsible family member may make that decision form them.

RETIREMENT 401(k) PLAN

Banner Health's principal source for retirement income is the Banner Health system 401(k) Plan, matching savings plan where Banner Health contributes one dollar for each dollar that you contribute up to your first 4% of pay. You may enroll at any time after date of hire. Vesting begins immediately and company matching contributions begin after one year of service.

SUBSTANCE ABUSE STIPULATED RE-ENTRY POLICY

A stipulated re-entry agreement between Banner Health (Banner) and an employee may occur:

1. After the employee self-discloses a substance abuse problem and has completed a chemical abuse rehabilitation program.
2. When the employee returns from Disability related to a substance abuse problem.
3. When a new hire discloses that his/her license has been stipulated due to a substance abuse problem, or
4. When management becomes aware that an employee's license has stipulations or the employee is otherwise required to submit to monitoring for a substance abuse problem.

Prior to returning to work the employee will receive a medical evaluation by Banner Health Occupational Health Services (BOHS) or the facility Employee Health Office to determine the conditions of re-entry. A baseline forensic urine drug test collection will be done at the time of the medical evaluation. BOHS will provide counsel to Human Resources as to the conditions for the re-entry agreement. The medical evaluation will happen before the re-entry conference. BOHS/Employee Health will disclose only that information that is relevant to the re-entry process.

Human Resources will determine the conditions for re-entry and prepare a Stipulated Conditions of Employment Agreement. A re-entry conference will be held to review with the employee the conditions of the Agreement and obtain written agreement from the employee. The conference attendees will include the employee, his/her supervisor, Human Resources representative, and when possible BOHS/Employee Health provider who did the medical evaluation.

Terms of the agreement require that the employee remain in the program for a minimum of one year and during this time will be randomly urine and breath tested at least once a month. The employee will authorize Banner Health to contact his/her healthcare provider and/or counselor to determine if the employee is in compliance with the terms of the Agreement. The signed agreement will be placed in the employee's BOHS/Employee Health medical file and no other copies will be filed in Human Resources or the supervisor's file. The employee will be given a copy of the signed agreement.

Notification of random drug and breath testing will be administered through BOHS/Employee Health. BOHS/Employee Health will notify the employee's supervisor that the employee needs to be sent to BOHS for testing. The supervisor will determine what the best time is to send the employee to BOHS/Employee Health. Once the employee is notified by the supervisor he/she has one hour to report to BOHS/Employee Health. The supervisor will call the facility BOHS/Employee Health and advise them that the employee has been notified and should report within the hour. If the employee arrives after the one-hour time limit BOHS/Employee Health will still collect the specimen but will notify Human Resources of the last arrival of the employee. The employee is to be given a maximum of three hours to produce a urine sample. If a sample cannot be obtained within the timeframe the employee will be sent back to his/her department, and Human Resources and the supervisor will be notified. Human Resources and the department manager will make a decision as to what action is to be taken with the employee. If the employee remains employed and is called again within the month and does not give a specimen he/she will be terminated for non-compliance of the terms of the Agreement.

If the employee's drug/breath test is deemed positive by the Medical Review Officer, Human Resources will be notified. Human Resources will work with the supervisor in terminating the employee. Exceptions to this must have approval of the facility CEO and the Senior Vice-President – Human Resources.

TB SKIN TEST (mantoux 5TU)

Indication: Required annually for all employees of healthcare facilities unless previous documented positive response.

a) The Mantoux test should not be administered to anyone with a history of positive reaction
b) If MMR is also needed, give Tb test before MMR, simultaneously with it or 6 weeks after the MMR
c) Tb skin test can be given to pregnant women unless they have written request to hold it from their physician

Common side effects: None

(10)

EXHIBIT #11:

CONDITIONS OF ADMISSION DOCUMENT REQUIRED OF ADMITTED PATIENTS AS OF OCTOBER, 3015: BANNER FORM, WITHOUT NOTICE OF LIMITED RIGHTS BECAUSE OF "GOVERNMENT ENTITY" CARE

Banner Health

MRN: 30075550
ADM DT: 10/23/2015
HAR 502700050
CSN: 114492912
PATCOM: None

Harris,Connor
DOB:8/22/2014 (14 mos) SEX: M
Richard F Keris, MD

CONDITION OF ADMISSION AND TREATMENT

1. **CONSENT FOR HEALTH CARE SERVICES:** I give my consent to all health care services including routine hospital services, procedures, medications, laboratory procedures and tests, injections and other services or procedures given as ordered by my physician/physician extender or as required by hospital procedure. This consent is effective for this inpatient/outpatient visit and for recurring outpatient services of the same type for a period of one year following its execution. This Condition of Admission and Treatment Agreement covers telemedicine services, including but not limited to e-ICU and consultative services. For obstetrical patients, the consent applies to both the obstetrical patient and the newborn(s). I further understand that a physician is not in the hospital 24 hours/day in the following Banner hospitals: Community Hospital-Torrington, East Morgan County Hospital, Platte County Memorial Hospital, Ogallala Community Hospital, Banner Heart Hospital, Banner Behavioral Health Hospital, and Page Hospital.
2. **LEGAL RELATIONSHIP BETWEEN HOSPITAL AND HEALTH CARE PROVIDERS:** The patient will be treated by his/her attending physician, including physician extenders and covering physicians, and be under his/her care and supervision. Physicians and other health care providers furnishing services to the patient, including but not limited to the emergency room physician, hospitalist, radiologist, pathologist and anesthesiologist, are generally not employees or agents of the hospital, and the hospital is not liable for their actions or omissions. These providers may bill separately for their services. Questions about whether a healthcare provider is an agent or employee of the hospital should be directed to Administration during normal business hours, and the Administrator On Call or the Chief Nursing Officer/ Designee after hours, weekends and holidays.
3. **MONEY AND VALUABLES:** Valuables and money should not be brought to the hospital and should be given to family members for safekeeping. The hospital has a safe in which to keep money or valuables. The hospital will not be responsible for loss of or damage to items not deposited in the safe (such as glasses, dentures, hearing aids, contact lens, jewelry or money).
4. **CONSENT TO RECORD:** Photographs or videotapes may be made of diagnostic and surgical procedures for treatment and/or training purposes or to improve quality of care.
5. **TEACHING PROGRAM:** The hospital participates in training programs for physicians and health care personnel. Some patient services may be provided by persons in training under the supervision and instruction of physicians or hospital employees. These persons in training may also observe care given to the patient by physicians and hospital employees.
6. **RELEASE OF INFORMATION:** The patient acknowledges and understands that the hospital utilizes an electronic record, and that treatment from Banner facilities is integrated into one record. The patient agrees that medical and/or financial records (including information regarding alcohol or drug abuse, HIV related or other communicable disease related information) may be released without consent to the following:
   A. Health care providers who are providing or have provided health care to the patient, any individual or entity responsible for payment of hospital's or other provider's charges; to health care providers or organizations accrediting the facility or conducting utilization review, quality assurance, or peer review; and to the hospital's and provider's legal representatives and professional liability carriers.
   B. Individuals and organizations engaged in medical education and research, provided that information may only be released for use in medical studies and research without patient identifying information.
   C. Patient records provided at any contracted Banner facility may be provided to the Consumer Product Safety Commission for the purpose of investigating product related injuries and developing safer products.
   D. Individuals and entities as specified by federal and state law and /or in the hospital's Notice of Privacy Practices.

   The Release shall continue for so long as the medical and /or financial records are needed for any of the above-stated purposes.
7. **CONTRABAND:** Drugs, alcohol, weapons and other articles specified as contraband by the hospital may not be brought onto the hospital premises. Any illegal substance will be confiscated and turned over to law enforcement authorities. If the presence of contraband is suspected, the patient's room and belongings may be searched, and visitors may be searched before visitation.

ACKNOWLEDGMENTS

I acknowledge receipt of or I have previously received and decline another copy of the:

X Initial [KB] Notice of Privacy Practices for Banner Health / Patient Rights & Responsibilities / Smoking Cessation

X Initial [KH] If applicable in the state where I am receiving care, I acknowledge receipt, and have read and understood the information regarding the State/Regional Health Information Exchange or I previously received this information and decline another copy.

AGREEMENT

I have read and understand this Medical Treatment Agreement. I am the patient, the parent of a minor child, or the legal representative of the patient and am authorized to act on the patient's behalf to sign this agreement.

Patient/Authorized Representative: [signature]

Relationship: Mom

Witness ID Number: 192130

Date/Time: 10-23-15 0847

2nd Witness Signature (if needed): [signature]

12

FILED
TONI L. HELLON
CLERK, SUPERIOR COURT
12/13/2017 12:44:39 PM
BY: ALAN WALKER
DEPUTY

GinaMarie Slattery (#012867)
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Attorney for Defendants Banner-University Medical Center Tucson Campus, LLC, Banner Health, Banner University Medical Group, Geetha Gopalakrishnan, M.D., Marie Olson, M.D., Emily Lawson, D.O., Parvana Hartenstein, M.D., Marcos Teran, M.D., Jason Anderson, M.D., and Sarah Desoky, M.D.

IN THE SUPERIOR COURT FOR THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF PIMA

JEREMY AND KIMBERLY HARRIS, Plaintiffs, vs. BANNER UNIVERSITY MEDICAL CENTER TUCSON CAMPUS, LLC, an Arizona corporation dba BANNER UNIVERSITY MEDICAL CENTER TUCSON; GEETHA GOPALAKRISHNAN, M.D.; MARIE L. OLSON, M.D.; EMILY NICOLE LAWSON, D.O.; PARVANA AMELIA HARTENSTEIN, M.D.; MARCOS ANDRES TERAN, M.D.; JEFF C. HOEHNER, M.D.; DEMETRIO J. CAMARENA, M.D.; PRAKASH JOEL MATHEW, M.D.; JASON THOMAS ANDERSON, M.D., SARAH MOHAMED DESOKY, M.D.; ARIZONA PEDIATRIC SURGERY AND UROLOGY, LTD.; BANNER HEALTH; BANNER UNIVERSITY MEDICAL GROUP; JOHN AND JANE DOES 1 – 50; ABC PARTNERSHIPS 1-5; AND XYZ CORPORATIONS 1-5, Defendants.	No. C20174589 **MOTION TO DISMISS ON BEHALF OF DEFENDANTS BANNER-UNIVERSITY MEDICAL CENTER TUCSON CAMPUS, LLC, ET AL., OR ALTERNATIVELY, MOTION FOR SUMMARY JUDGMENT** (Assigned to Hon. Richard E. Gordon)

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Defendants Banner – University Medical Center Tucson Campus, LLC, Banner Health, Banner – University Medical Group (collectively "Banner") Geetha Gopalakrishnan, M.D., Marie Olson, M.D., Emily Lawson, D.O., Parvana Hartenstein, M.D., Marcos Teran, M.D., Demetrio J. Camarena, M.D., Parkash Joel Mathew, M.D., Jason Anderson, M.D., and Sarah Desoky, M.D. submit this Motion to Dismiss pursuant to Rule 12(b)(6), Ariz. R. Civ. P., or alternatively, seek summary judgment under Rule 56, Ariz. R. Civ. P., for Plaintiffs' failure to comply with A.R.S. §§ 12-821 and 12-821.01. It is abundantly clear from Plaintiffs' Complaint that they are well aware that their claims are barred, because they failed to comply with the notice of claim statute, A.R.S. § 12-821.01, and failed to timely file this lawsuit pursuant to A.R.S. § 12-821. Plaintiffs spend approximately 20 pages of their Complaint on the defensive, arguing why the government claims requirements should not apply. Plaintiffs' "factual allegations" are not facts at all, but rather are legal argument. Such allegations do nothing to cure the deficiency at issue: Plaintiffs failed to serve a notice of claim on any defendant and failed to timely file their lawsuit. As such, Plaintiffs are statutorily barred from bringing this lawsuit.

I. Factual and Procedural Background.

Plaintiffs filed this wrongful death and medical malpractice action against multiple defendants arising out of the care and treatment of Connor Harris at Banner – University Medical Center Tucson ("BUMCT") in October 2015. *See* Complaint (incorporated by reference). Plaintiffs alleged that the defendants negligently managed the care and treatment of Connor Harris, which led to a delay in surgery, and ultimately caused his death. *Id*., at ¶¶ 131, 132. Plaintiffs filed their Complaint on September 21, 2017. *Id*. Plaintiffs did not serve a notice of claim as to any defendant, hence, Plaintiffs set forth "allegations" in their Complaint that they were not required to comply with the government claims requirements. *Id*., at ¶¶ 6-44.

BUMCT, formerly University Medical Center, is an academic teaching hospital affiliated with the University of Arizona College of Medicine, which is a public entity and a division of the State of Arizona. A.R.S. § 15-1601(A) and (B). The University of

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Arizona appoints faculty to provide graduate medical education to residents and fellows who are selected by the University of Arizona College of Medicine. *See* Notices of Appointment (**Exhibit A**) and Resident Agreements (**Exhibit B**); *see also* A.R.S. § 15-626(A) (conferring power on the Arizona Board of Regents to "appoint and employ vice-presidents, deans, professors, instructors, lecturers, fellows and such other officers and employees" or delegate such authority to university presidents or their designees). Consistent with the statutes, the University of Arizona College of Medicine appoints faculty to serve as professors. The professors serve as attending physicians and provide instruction to residents and fellows in a clinical setting at the hospital (BUMCT). *See* Notices of Appointment (**Exhibit A**) and Resident Agreements (**Exhibit B**).

Sarah Desoky, M.D., Marie Olson, M.D., and Geetha Gopalakrishnan, M.D., were attending physicians ("the Attending Physicians") at BUMCT by virtue of their appointments as professors with the University of Arizona. *See* Notices of Appointment (**Exhibit A**). The Notices of Appointment set forth that the Attending Physicians were employees of the University during the relevant time period (October 2015), held the title of Assistant Professor, and received an annual salary from the University. *Id.* The Attending Physicians' Appointment was subject to the provisions of the Arizona Board of Regents ("ABOR") policy manual and the University Handbook for Appointed Personnel ("UHAP"). *Id.* By accepting the Appointment with the University, the Attending Physicians agreed that they were subject to ABOR Conditions of Service and the corresponding provisions of the UHAP. *Id.* The Attending Physicians also agreed to comply with the rules, regulations, and policies of the University and ABOR. *Id.*

Emily Lawson, M.D., Parvana Hartenstein, M.D., Marcos Teran, M.D., Jason Anderson, M.D., Demitrio Camarena, M.D., and Prakash Mathew, M.D. were resident physicians ("the Residents") at BUMCT at the time of the care at issue. *See* Resident Agreements (**Exhibit B**). As set forth in the Resident Agreements, the Residents were employees of the ABOR as part of the University of Arizona College of Medicine's Graduate Medical Education ("GME") Program. *Id.* The purpose of the GME Program is

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to provide training opportunities to the residents in their respective disciplines of medicine. *Id*. The GME Program, as its name suggests, is an extension of the Residents' educational requirements and completing residency training is a pre-requisite to licensure.

Pursuant to the Resident Agreements, the responsibilities of the Residents were, at all relevant times: to fulfill the educational requirements of the training program; to provide patient care under faculty and teaching staff supervision; and to develop a personal program of learning to foster professional growth and life-long learning skills, with guidance and supervision from faculty and teaching staff. *Id*., at ¶ 3. The Residents were required to abide by the policies and procedures of the University, ABOR, and GME Committee. *Id*. In turn, the University agreed to provide a GME Program that meets the standards established by the Accreditation Council for Graduate Medical Education ("ACGME") and its Resident Review Committees. *Id*., at ¶ 4.

II. Standard of Review.

Rule 12(d), Ariz. R. Civ. P., states that if, on a motion to dismiss for failure to state a claim under Rule 12(b), matters outside the pleading are presented to, and not excluded by the court, the motion must be treated as one for summary judgment under Rule 56, and all parties shall be given a reasonable opportunity to present all material that is pertinent to the motion. However, there are multiple exceptions to the conversion rule.

"A Rule 12(b)(6) motion that refers to a contract or other document attached to the complaint does not trigger Rule 56 treatment…." *Strategic Dev. & Constr., Inc. v. 7th & Roosevelt Partners, LLC*, 224 Ariz. 60, 63, 226 P.3d 1046, 1049 (App. 2010), citing Rule 10(c), Ariz. R. Civ. P. (copy of a written instrument which is an exhibit to a pleading is a part thereof for all purposes"). "[A]nother exception to the conversion rule that applies to matters that, although not appended to the complaint, are central to the complaint." Id., 224 Ariz. at 64, 226 P.3d at 1050, citing *Alternative Energy, Inc. v. St. Paul Fire and Marine Ins. Co.*, 267 F.3d 30, 33 (1st Cir. 2001) (citation omitted) (a narrow exception to the conversion rule encompasses documents central to plaintiffs' claim).

Plaintiffs attached multiple exhibits to their Complaint. The documents include

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numerous newspaper clippings and a list of Banner entities found on the Arizona Corporation Commission website. These documents are wholly irrelevant to the issue of whether Plaintiffs were required to comply with the notice of claim requirements. The documents provide general information regarding Banner, but say nothing about whether the named defendants in this particular case were public employees or non-public employees. None of these documents need to be considered by the Court in determining whether Plaintiffs were required to comply with the notice of claim requirements. Regardless, these documents are part of the Complaint pursuant to Rule 10(c), Ariz. R. Civ. P., and do not trigger Rule 56 treatment of this Motion to Dismiss.

Unlike the documents that Plaintiffs attached to the Complaint, the exhibits attached to this Motion—the employment agreements of the Residents and the Attending Physicians—are dispositive of the issue regarding whether Plaintiffs were required to comply with the notice of claim requirements. That issue is central to Plaintiffs' claims against Banner and the individually named defendants, as their lawsuit cannot proceed if they did not comply with the notice of claim requirements. Indeed, Plaintiffs asserted numerous allegations regarding the employment status of the individually named defendants as non-public employees. *See* Complaint, at ¶¶ 6-44. It is apparent from the Complaint that the employment relationship of the individually named defendants is central to Plaintiffs' cause of action. As such, the exhibits attached to this Motion do not trigger Rule 56 treatment.

As will be explained below, the individually named defendants are public employees and Plaintiffs' claims against them are legally barred. The exhibits attached to this Motion directly respond to the allegations in the Complaint that the individually named defendants are not public employees, and considering these documents does not convert the Motion to Dismiss to one for summary judgment. If, however, the Court determines that the exhibits attached to this Motion do not fall within any of the exceptions to the conversion rule, then the Motion may be treated as one for summary judgment.

III. Legal Argument.

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Plaintiffs failed to comply with A.R.S. §§ 12-821 and 12-821.01, and as a result, their claims against the individually named defendants are barred. A.R.S. § 12-821.01 provides, in relevant part, as follows:

> Persons who have claims against a public entity, public school or a public employee shall file claims with the person or persons authorized to accept service for the public entity, public school or public employee as set forth in the Arizona rules of civil procedure within one hundred eighty days after the cause of action accrues. … Any claim that is not filed within one hundred eighty days after the cause of action accrues is barred and no action may be maintained thereon.

The Arizona Supreme Court has held that, before filing a complaint against a public employee, a plaintiff must first serve the notice of claim required by A.R.S. § 12-821.01(A) on the defendant. *See Pritchard*, 163 Ariz. 427, 788 P.2d 1178 (1990); *Falcon ex rel. Sandoval v. Maricopa County*, 213 Ariz. 525, 526, 144 P.3d 1254, 1255 (2006). "The notice of claim requirements of A.R.S. § 12-821.01 serve to allow the public entity to investigate and assess liability, to permit the possibility of settlement prior to litigation, and to assist the public entity in financial planning and budgeting." *Falcon*, 213 Ariz. at 527, 144 P.3d at 1256. To fulfill the purposes of the statute, "[t]he requirement of filing a claim with the state is mandatory and an essential requisite to plaintiff's cause of action." *Pritchard*, 163 Ariz. at 432, 788 P.2d at 1183. "Claims that do not comply with A.R.S. § 12-821.01(A) are statutorily barred." *Deer Valley Unified School Dist. No. 97 v. Houser*, 214 Ariz. 293, 295, 152 P.3d 490, 492 (2007).

Further, A.R.S. § 12-821 provides: "All actions against any public entity or public employee shall be brought within one year after the cause of action accrues and not afterward." The filing of a claim within the time allowed by A.R.S. § 12-821 "is a requirement more analogous to a statute of limitation" and claims against a public entity or public employee not filed within the one-year time limit are barred. *Pritchard*, 163 Ariz. at 430, 788 P.2d at 1181. "Statutes of limitations generally create affirmative defenses. The proper method for raising a defense of limitation is a motion to dismiss under Rule 12(b)(6), for failure to state a claim." *Pritchard v. Maricopa County*, 163 Ariz. 427, 432, 788 P.2d 1178, 1183 (1990).

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A. It is Undisputed That the Cause of Action Accrued on October 24, 2015.

It is undisputed that Plaintiffs' cause of action against all defendants accrued on October 24, 2015, the date Connor Harris passed away. Otherwise, Plaintiffs would not have spent 20 pages of their Complaint presenting an argument as to why the government claims requirements do not apply. To the extent Plaintiffs attempt to argue that their cause of action did not accrue until sometime later, such an argument would fail, as the statute explicitly provides, "a cause of action accrues when the damaged party realizes he or she has been damaged and know or reasonably should know the cause, source, act, event, instrumentality or condition that caused or contributed to the damage." A.R.S. § 12-821.01(B).

Arizona courts have held that accrual is construed in accordance with the common law discovery rule, which "provides that a cause of action accrues when a plaintiff discovers or reasonably should have discovered the injury was caused by the defendant's negligent conduct." *Stulce v. Salt River Project Agric. Improvement & Power Dist.*, 197 Ariz. 87, P 10, 3 P.3d 1007, 1010 (App. 1999). The issue is when did the plaintiff's "'knowledge, understanding, and acceptance in the aggregate provide[] sufficient facts to constitute a cause of action.'" *Walk v. Ring*, 202 Ariz. 310, 316, 44 P.3d 990, 996 (2002), quoting *Doe v. Roe*, 191 Ariz. 313, 324, 955 P.2d 951, 962 (1998). "A plaintiff need not know all the facts underlying a cause of action to trigger accrual" but "must at least possess a minimum requisite of knowledge sufficient to identify that a wrong occurred and caused injury." *Doe*, 191 Ariz. at 323, 955 P.2d at 961. The inquiry as to when a cause of action accrues "does not provide or suggest that a plaintiff first must receive an expert medical opinion stating that malpractice has occurred." *Little v. State*, 225 Ariz. 466, 470, 240 P.3d 861, 865 (App. 2010).

Plaintiffs allege that they were told on October 24, 2015 that the radiology resident's read of the CT scan was different from the read by the attending, and did not describe the bowel injury or other critical findings, which could have led to a delay in surgery. *See* Complaint, at ¶ 118. It is apparent from the allegations of the Complaint that

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Plaintiffs had a minimum requisite knowledge sufficient to identify that a wrong may have occurred and potentially caused injury on or about October 24, 2015. Plaintiffs' cause of action accrued at that time, and they were required to serve a notice of claim within 180 days thereafter, and file suit within one year. Plaintiffs did not serve a notice of claim and did not file suit until nearly two years later.

B. The Individually Named Defendants Were Public Employees and Plaintiffs' Claims Against Them Are Statutorily Barred.

An 'employee' for purposes of the notice of claim statutes "includes an officer, director, employee or servant, whether or not compensated or part time, who is authorized to perform any act or service, except that employee does not include an independent contractor." A.R.S. § 12-820(1). A 'public employee' means an employee of a public entity, and a 'public entity' "includes this state and any political subdivision of this state." A.R.S. § 12-820(6) and (7). Finally, 'state' for the purposes of the notice of claim statutes "means this state and any state agency, board, commission or department." A.R.S. § 12-820(8).

It is undisputed that the University of Arizona is a public entity, and in this case, the individually named defendants were public employees of the University when they provided care to Connor Harris in October 2015. The Residents entered into agreements with the ABOR to provide services on behalf of the University in the residency program. *See* Resident Agreements (**Exhibit B**). The Residents were paid an annual salary by the University for their services, were provided benefits through the University, and were bound to follow ABOR and University policies. *Id*.

Similarly, the Attending Physicians were appointed by the University to serve as assistant professors. *See* Notices of Appointment (**Exhibit A**). The Notices specifically provided that the Attending Physicians' "employment [was] with the University of Arizona." *Id*. The University appointed the Attending Physicians pursuant to the statutes governing the ABOR. A.R.S. § 15-1601, *et seq*. The Attending Physicians were bound to follow the policies of the University and ABOR. *See* **Exhibit A**.

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Plaintiffs will make much of the fact that the Attending Physicians and the Residents were providing clinical care to patients at BUMCT, a non-public entity. Banner does not dispute that BUMCT, Banner Health, and Banner University Medical Group ("BUMG") are non-public entities. However, the Attending Physicians and the Residents are not employees of Banner Health, BUMCT, or BUMG. *See* **Exhibits A and B**. Rather, they are employees of the University of Arizona, a public entity. *Id*. There is nothing in the Notices of Appointment or in the Resident Agreements that states or even suggests that the Attending Physicians and the Residents are employees of Banner Health, BUMCT, or BUMG. In fact, a search of the Attending Physicians on the Arizona Medical Board website demonstrates that they are not affiliated with Banner Health, BUMCT, or BUMG in any way. *See* AMB MD Profile Page for Drs. Desoky, Olson, and Gopalakrishnan (**Exhibit C**).

Plaintiffs attach an unpublished minute entry order from a 2009 case (Alsobrooks v. Anton) in support of their supposed factual allegations that they are not required to comply with the government claims requirements. *See* Pltfs. Ex. 3. Aside from the fact that the Alsobrooks minute entry order is not binding law, the facts in that case are drastically different from the facts presented here. It appears from the minute entry order that the parties in Alsobrooks submitted the employment agreement of the physician, which stated that he was both an employee of the University (a public entity) and the physician practice group (a non-public entity). The employment agreement in that case specifically stated that, if the physician was providing clinical care, he was operating as an employee of the physician practice group, not the University. That is not the case here.

Unlike the defendant in Alsobrooks, there is no dual employment relationship for the Residents or the Attending Physicians in this case. There is no delineation between clinical responsibilities and teaching or research responsibilities in the Resident Agreements or the Notices of Appointment. *See* **Exhibits A and B**. The Residents were providing clinical care as part of the University of Arizona College of Medicine GME program and were being supervised by the Attending Physicians while providing that care.

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Id. The clinical care was part of the academic training provided to the Residents as part of the University's GME program. *Id*. There is no dispute that the care provided by the Residents and the Attending Physicians occurred exclusively in the context of an academic setting through the GME training program operated by the University, not Banner.

The Residents are solely employed by the University, as are the Attending Physicians. The Residents and the Attending Physicians were providing clinical care pursuant to their appointments by the University. The fact that the Residents and the Attending Physicians provided care to patients in a hospital owned by Banner Health, a non-public entity, does not alter their employment status with the University. They were at all relevant times employees of the University, a public entity, and therefore, Plaintiffs were required to file a notice of claim pursuant to A.R.S. § 12-821.01 and file suit within one year pursuant to A.R.S. § 12-821. Plaintiffs' failure to do so bars their claims against the individually named defendants.

C. Because the Residents and the Attending Physicians Are Public Employees, Plaintiffs Have No Viable Cause of Action Against Banner.

All of the allegedly negligent conduct asserted in the Complaint arises out of the care and treatment provided by the Residents and the Attending Physicians.[1] The allegations include failing to obtain a stat initial surgery consultation; failing to obtain a stat or immediate CT scan; failing to obtain a stat upper GI series; failing to appreciate the meaning of repeated bilious vomiting; failing to appreciate the meaning of prompt relief of abdominal pain with emesis; failing to make sure that the initially ordered stat ultrasound was performed and interpreted on a stat basis; failing to competently interpret the ultrasound examination; failing to obtain a stat surgical consultation based on the ultrasound interpretation; failing to competently interpret the CT scan; and failing to have the attending physician, Dr. Desoky, come in to interpret the CT scan or review it remotely. Complaint at ¶ 131. Plaintiffs' claims are based on the alleged negligence of the

[1] The Complaint also asserts separate claims of negligence against the surgeon, Jeff C. Hoehner, M.D., and Arizona Pediatric Surgery and Urology, Ltd.

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Residents and the Attending Physicians, who are responsible for the management and oversight of the individual departments within BUMCT, including the staffing of the departments with residents and the supervision of residents. There are no claims asserted against Banner, or any Banner employees for which Banner would be liable.

IV. Conclusion.

The Residents and the Attending Physicians are public employees. Plaintiffs were required to timely file a notice of claim and a lawsuit against them pursuant to A.R.S. §§ 12-821 and 821.01. Plaintiffs failed to do so, and as a result, their claims against the Residents and the Attending Physicians are legally barred. Plaintiffs have no claims against Banner or against any individual for whom Banner would be liable. Therefore, Defendants Banner – University Medical Center Tucson Campus, LLC, Banner Health, Banner – University Medical Group, Geetha Gopalakrishnan, M.D., Marie Olson, M.D., Emily Lawson, D.O., Parvana Hartenstein, M.D., Marcos Teran, M.D., Demetrio J. Camarena, M.D., Parkash Joel Mathew, M.D., Jason Anderson, M.D., and Sarah Desoky, M.D., respectfully request that the Court grant the Motion to Dismiss.

DATED this 13th day of December, 2017.

SLATTERY PETERSEN PLLC

By *<u>/s/ GinaMarie Slattery</u>*

GinaMarie Slattery
5981 E. Grant Road, Suite 101
Tucson, AZ 85712
Attorney for Banner-University Medical Center Tucson Campus, LLC, Banner Health, Banner University Medical Group, Geetha Gopalakrishnan, M.D., Marie Olson, M.D., Emily Lawson, D.O., Parvana Hartenstein, M.D., Marcos Teran, M.D., Jason Anderson, M.D., and Sarah Desoky, M.D.

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5981 E. Grant Road, Suite 101
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Telephone: 520-326-1786

ORIGINAL of the foregoing e-filed via AzTurbo Court this 13th day of December, 2017, and e-served on the following:

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/s/ Kim Wright

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Exhibit A

THE UNIVERSITY OF ARIZONA

Executive Office of the President

NOTICE OF REAPPOINTMENT

July 15, 2015

Sarah M Desoky
[redacted]

Department: Medical Imaging 0711
EmplID: 22053791
Current Status: Active

The following appointment(s) with the University of Arizona has/have been approved. This Notice of Reappointment incorporates any authorized agreements or letters of offer you have signed with either your department or college that contain specific conditions related to your employment with the University of Arizona.

> Assistant Professor, Medical Imaging - (Clinical Scholar Track) (Non-Tenure Eligible) in Medical Imaging, effective from July 01, 2015 through June 30, 2016 at 1.000 FTE, with an annualized fiscal base salary of [redacted] This appointment is subject to and incorporates the provisions of *Arizona Board of Regents* (ABOR) *Policy Manual*, Policy 6-201, Conditions of Faculty Service, and Chapter 3 of the *University Handbook for Appointed Personnel* (UHAP).

Your appointment also includes the following titles:

> Assistant Professor, Pediatrics - (Clinical Scholar Track) (Non-Tenure Eligible). This appointment is subject to and incorporates the provisions of *Arizona Board of Regents* (ABOR) *Policy Manual*, Policy 6-201, Conditions of Faculty Service, and Chapter 3 of the *University Handbook for Appointed Personnel* (UHAP).

Salaries at the University may be funded from a variety of sources, including state appropriations, and other non-state appropriated sources, such as retained tuition dollars, grants, contracts, clinical revenue, or other funds earned by the institution. Your salary is funded by non-state appropriated sources. In the event these non-state appropriated funds are no longer available, your FTE and/or salary could be reduced, or your appointment could be terminated if you are not in a tenured or continuing status appointment.

If your appointment(s) is not intended to extend beyond six months or you have an adjunct faculty appointment(s), you will not be entitled to a notice of non-renewal or review with respect to the short-term or adjunct appointment(s) listed on this document.

In the past, the University has implemented a furlough plan as a cost-saving measure, as directed by ABOR. Should additional furloughs be approved, you will be notified in accordance with duly adopted furlough plan guidelines, and will be required to comply with any such measures during the course of your employment. If furloughs are implemented, applicable information will be made available by the Division of Human Resources.

Sincerely yours,

Ann Weaver Hart, President

****

By accepting this appointment under the conditions stated above, I agree that I am subject to ABOR Conditions of Service

and corresponding provisions of the UHAP, as referenced above.

I understand that employment status changes such as leaves of absence and FTE modifications that occur during the Fiscal Year will be reflected on a Personnel Action Form (PAF), and will be available through my department's business office and UAccess.

I agree to comply with the rules, regulations, and policies of the University of Arizona and the Arizona Board of Regents related to my appointment, including, but not limited to, the intellectual property policies as from time to time amended and the standards of professional conduct referenced in policies of the University.

I hereby assign to the Arizona Board of Regents all my right, title and interest to intellectual property created or invented by me in which the Arizona Board of Regents claims an ownership interest under its Intellectual Property Policy (the "ABOR IP Policy"). I agree to promptly disclose such intellectual property as required by the ABOR IP Policy, and to sign all documents and do all things necessary and proper to effect this assignment of rights. I have not agreed (and will not agree) in consulting or other agreements to grant intellectual property rights to any other person or entity that would conflict with this assignment or with the Arizona Board of Regents' ownership interests under the ABOR IP Policy.

Signed Sarah M Desoky Dated this 30 day of July, 2015.

Please accept this appointment within 14 days (for fiscal appointees) or 30 days (for academic appointees).

THE UNIVERSITY OF ARIZONA

Executive Office of the President

NOTICE OF APPOINTMENT

July 15, 2015

Geetha Gopalakrishnan
[redacted]

Department: Pediatrics 0709
EmplID: 22066705
Current Status: Active

The following appointment(s) with the University of Arizona has/have been approved. This Notice of Appointment incorporates any authorized agreements or letters of offer you have signed with either your department or college that contain specific conditions related to your employment with the University of Arizona.

> Assistant Professor, Pediatrics - (Clinical Scholar Track) (Non-Tenure Eligible) in Pediatrics, effective from July 01, 2015 through December 31, 2015 at 1.000 FTE, with an annualized fiscal base salary of [redacted]. This appointment is subject to and incorporates the provisions of *Arizona Board of Regents* (ABOR) *Policy Manual*, Policy 6-201, Conditions of Faculty Service, and Chapter 3 of the *University Handbook for Appointed Personnel* (UHAP).

Salaries at the University may be funded from a variety of sources, including state appropriations, and other non-state appropriated sources, such as retained tuition dollars, grants, contracts, clinical revenue, or other funds earned by the institution. Your salary is funded by non-state appropriated sources. In the event these non-state appropriated funds are no longer available, your FTE and/or salary could be reduced, or your appointment could be terminated if you are not in a tenured or continuing status appointment.

If your appointment(s) is not intended to extend beyond six months or you have an adjunct faculty appointment(s), you will not be entitled to a notice of non-renewal or review with respect to the short-term or adjunct appointment(s) listed on this document.

In the past, the University has implemented a furlough plan as a cost-saving measure, as directed by ABOR. Should additional furloughs be approved, you will be notified in accordance with duly adopted furlough plan guidelines, and will be required to comply with any such measures during the course of your employment. If furloughs are implemented, applicable information will be made available by the Division of Human Resources.

Sincerely yours,

Ann Weaver Hart, President

****

By accepting this appointment under the conditions stated above, I agree that I am subject to ABOR Conditions of Service and corresponding provisions of the UHAP, as referenced above.

I understand that employment status changes such as leaves of absence and FTE modifications that occur during the Fiscal Year will be reflected on a Personnel Action Form (PAF), and will be available through my department's business office and UAccess.

I agree to comply with the rules, regulations, and policies of the University of Arizona and the Arizona Board of Regents related to my appointment, including, but not limited to, the intellectual property policies as from time to time amended and the standards of professional conduct referenced in policies of the University.

I hereby assign to the Arizona Board of Regents all my right, title and interest to intellectual property created or invented by me in which the Arizona Board of Regents claims an ownership interest under its Intellectual Property Policy (the "ABOR IP Policy"). I agree to promptly disclose such intellectual property as required by the ABOR IP Policy, and to sign all documents and do all things necessary and proper to effect this assignment of rights. I have not agreed (and will not agree) in consulting or other agreements to grant intellectual property rights to any other person or entity that would conflict with this assignment or with the Arizona Board of Regents' ownership interests under the ABOR IP Policy.

Signed Geetha Gopalakrishnan Dated this 20 day of July, 2015.

Please accept this appointment within 14 days (for fiscal appointees) or 30 days (for academic appointees).

THE UNIVERSITY OF ARIZONA

Executive Office of the President

NOTICE OF APPOINTMENT

July 15, 2015

Marie L Olson
[redacted]

Department: Pediatrics 0709
EmplID: 22051388
Current Status: Active

The following appointment(s) with the University of Arizona has/have been approved. This Notice of Appointment incorporates any authorized agreements or letters of offer you have signed with either your department or college that contain specific conditions related to your employment with the University of Arizona.

> Assistant Professor, Pediatrics - (Clinical Scholar Track) (Non-Tenure Eligible) in Pediatrics, effective from July 01, 2015 through December 31, 2015 at 1.000 FTE, with an annualized fiscal base salary of $[redacted] This appointment is subject to and incorporates the provisions of *Arizona Board of Regents* (ABOR) *Policy Manual*, Policy 6-201, Conditions of Faculty Service, and Chapter 3 of the *University Handbook for Appointed Personnel* (UHAP).

Salaries at the University may be funded from a variety of sources, including state appropriations, and other non-state appropriated sources, such as retained tuition dollars, grants, contracts, clinical revenue, or other funds earned by the institution. Your salary is funded by state appropriations/non-state appropriated sources. In the event these non-state appropriated funds are no longer available, your FTE and/or salary could be reduced, or your appointment could be terminated if you are not in a tenured or continuing status appointment.

If your appointment(s) is not intended to extend beyond six months or you have an adjunct faculty appointment(s), you will not be entitled to a notice of non-renewal or review with respect to the short-term or adjunct appointment(s) listed on this document.

In the past, the University has implemented a furlough plan as a cost-saving measure, as directed by ABOR. Should additional furloughs be approved, you will be notified in accordance with duly adopted furlough plan guidelines, and will be required to comply with any such measures during the course of your employment. If furloughs are implemented, applicable information will be made available by the Division of Human Resources.

Sincerely yours,

Ann Weaver Hart, President

****

By accepting this appointment under the conditions stated above, I agree that I am subject to ABOR Conditions of Service and corresponding provisions of the UHAP, as referenced above.

I understand that employment status changes such as leaves of absence and FTE modifications that occur during the Fiscal Year will be reflected on a Personnel Action Form (PAF), and will be available through my department's business office and UAccess.

I agree to comply with the rules, regulations, and policies of the University of Arizona and the Arizona Board of Regents related to my appointment, including, but not limited to, the intellectual property policies as from time to time amended and the standards of professional conduct referenced in policies of the University.

I hereby assign to the Arizona Board of Regents all my right, title and interest to intellectual property created or invented by me in which the Arizona Board of Regents claims an ownership interest under its Intellectual Property Policy (the "ABOR IP Policy"). I agree to promptly disclose such intellectual property as required by the ABOR IP Policy, and to sign all documents and do all things necessary and proper to effect this assignment of rights. I have not agreed (and will not agree) in consulting or other agreements to grant intellectual property rights to any other person or entity that would conflict with this assignment or with the Arizona Board of Regents' ownership interests under the ABOR IP Policy.

Signed Marie L Olson Dated this 29 day of July, 2015.

Please accept this appointment within 14 days (for fiscal appointees) or 30 days (for academic appointees).

Exhibit B

THE UNIVERSITY OF ARIZONA
College of Medicine

Graduate Medical Education
Arizona Health Sciences Center

1501 N. Campbell Avenue
P.O. Box 245085
Tucson, AZ 85724-5085
Tel: (520) 626-7878
Tel: (520) 626-6691
Fax: (520) 626-0090
www.gme.medicine.arizona.edu

RESIDENT AGREEMENT

The Arizona Board of Regents (also referred to in this Agreement as either ABOR, the University, The University of Arizona or the University of Arizona College of Medicine), through the Associate Dean for Graduate Medical Education or his or her designee, for the **Radiology-Diagnostic** Residency Program, and **Jason Anderson**, hereafter referred to as "Resident," enter into this Agreement for the purpose of defining the formal relationship between the University and Resident during Resident's participation in the University's Graduate Medical Education (GME) Program. This Agreement supplements Resident's Notice of Appointment or Notice of Reappointment, and supersedes any prior agreements of a similar nature for the same purpose and covering the same period of time. All Graduate Medical Education Committee (GMEC)-promulgated policies and procedures governing the GME programs at the University are incorporated as part of this Agreement, and supersede any University or ABOR policies covering the same subject matter that may differ. As an employee of ABOR, Resident also must comply with ABOR policy 6-301, *et seq.*, and Chapter 4 of the *University Handbook for Appointed Personnel*, the provisions of which are incorporated into this Agreement by reference, ***except as specifically limited by this Agreement***.

THEREFORE, in consideration of the training opportunity Resident will receive, the Associate Dean for Graduate Medical Education, on behalf of the University of Arizona and its College of Medicine, and Resident, mutually agree as follows:

1. Term of Appointment. 07/01/2015 to 06/30/2016. Resident accepts his or her appointment as a Clinical Assistant **PGY2** in the **Radiology-Diagnostic** Program, with an annual salary of $[redacted]. It is understood that this appointment is a year-to-year appointment, and may be renewed subject to completion of program requirements.

2. Benefits.

a. Vacation. The University provides an annual paid allowance of 22 working days per year to full-time eligible employees. Although the University permits appointed personnel to carry forward earned but unused vacation up to a maximum number of hours, because of the nature of residency training and the scheduling required to ensure patient coverage, Resident may not carry forward any accrued but unused vacation, even if Resident's appointment is renewed. Therefore, Resident must use any accrued vacation time during Resident's twelve-month appointment period.

b. Holidays. The University observes ten (10) paid holidays per year. Six are specifically designated: Independence Day, Labor Day, Thanksgiving, Christmas Day, New Year's Day, and Memorial Day; and four (4) floating holidays. Residents who cannot be excused from their duties on a designated holiday will be granted another day off at a time mutually agreed upon by Resident and his or her Program Director.

c. Leaves. Residents may request leaves in accordance with University policy and prescribed procedures within their residency training programs, as more specifically described below and in the program policy manuals within each residency program. All leaves must be approved in advance by Resident's Program Director, except as otherwise stated in University policy. **Resident acknowledges that any periods of extended leave may affect time toward program completion and/or board eligibility.** Specific policies on the effects of leave of absence on satisfying criteria for program completion can be found in the institutional policy on Leaves of Absence as well as the policy of each program.

1. Sick Leave. Resident may accrue paid sick leave at the rate of one day for each month of service. Resident is not entitled to compensation for any unused sick leave, but may carry forward sick leave accruals for use during years in which Resident's appointment is renewed.

2. Family and Medical Leave. In accordance with the Family and Medical Leave Act (FMLA) of 1993, as amended, eligible employees may take family and medical leave (FML) as provided in University policy.

3. Other Leaves of Absence. Residents also may apply for a leave of absence in accordance with University policies.

d. Malpractice Insurance. Resident is covered for negligent acts or omissions occurring within the course and scope of employment in accordance with Arizona law. This includes liability coverage for claims filed after completion of the training program. Specific details are available at http://risk.arizona.edu/insurance/descriptionofcoverage.shtml.

e. Living Quarters Are Not Provided.

f. Meals. Some hospitals provide meals for residents for periods of time they are required to be on the premises of a clinical site after 5:00 p.m. weekdays, or anytime on weekends.

g. Uniforms Are Provided. Laundry Services or Reimbursement for Laundry Services Are Not.

h. Qualified Tuition Reduction. Residents and Fellows, as well as their spouses and eligible dependents, currently are eligible for reduced tuition rates in undergraduate and graduate courses of study at the University in accordance with Arizona Board of Regents Policy 6-902.

i. Counseling Services. The University provides all Residents and their families' access to confidential counseling and psychological support services. The University also provides its employees counseling resources through Life & Work Connections (http://lifework.arizona.edu/).

j. Health and Disability Insurance. Residents have an opportunity to select health, dental and vision insurance plans at a minimal cost. A $15,000 term life insurance policy is provided and supplemental amounts are available at a small cost. Long-term disability insurance is provided with an option to purchase short-term disability insurance.

3. Resident Responsibilities. Resident agrees to:

a. abide by the terms of this and any other Resident Agreements into which he or she enters with the program;

b. fulfill the educational requirements of the training program;

c. use his or her best efforts to provide safe, effective and compassionate patient care under faculty and teaching staff supervision;

d. with guidance and supervision from faculty and teaching staff, develop a personal program of learning to foster professional growth and life-long learning skills; and

e. abide by all University and ABOR policies and procedures, GMEC-approved policies and procedures, program policies and procedures to the extent they do not conflict with official GMEC policies and procedures, and policies, rules and regulations of any affiliated institution to which Resident may be assigned.

4. University Responsibilities. The University agrees to:

a. provide, in association and cooperation with its affiliated institutions, a GME program that meets the standards established by the ACGME and its Residency Review Committees;

b. provide, at its discretion, specialized advanced training in programs for which ACGME does not provide accreditation standards and requirements;

c. provide GMEC-approved due process policies and procedures related to disciplinary actions, which will be the exclusive policies and procedures by which disciplinary action is imposed;

d. provide policies on professional conduct, alcohol and substance abuse;

e. enforce its policies, including the Non-discrimination and Anti-harassment Policy, which includes prohibitions on sexual harassment;

f. implement the ACGME common duty hour standards and any duty hour standards specifically applicable to programs by their RRCs. The University will monitor the common duty hour standards in order to meet the goals of promoting patient safety, resident education and well-being; and

g. avoid situations in which residents experience undue stress or fatigue and ensure that duty hours are not excessive. Specific policies on the limitations and monitoring of duty hours can be found in the Institutional Duty Hours Policy as well as in the Duty Hours Policies of each program.

5. Promotion or Disciplinary Action. Upon satisfactory completion of each year of training, it is anticipated that Resident will be promoted to the next level of training and will receive a new Resident Agreement and Notice of Reappointment. However, the University guarantees neither promotion nor renewal of Resident's appointment. If Resident fails to perform satisfactorily or to progress during his or her training program, he or she may be subject to disciplinary action, including probation, suspension for a period of time, nonrenewal, retention at the current level of training, or dismissal. Before a program may impose disciplinary action, the Program Director will comply with the *Due Process Guidelines for Residents and Fellows* or other procedures adopted by the GMEC for addressing disciplinary issues, **which will be the exclusive procedures governing Resident discipline**. Resident agrees that any GMEC-approved policies governing disciplinary action will supersede any other due process procedures promulgated by the University, ABOR, or the program in which Resident is participating.

6. Practice Privileges and Other Activities Performed Outside the Educational Program. Residents must obtain approval from their Program Director for any outside activities involving clinical practice. Resident should review the Institutional Moonlighting Policy as well as the moonlighting policies of Resident's program. If Resident's Program Director approves moonlighting activities, Resident must obtain both a license to practice medicine and his or her own malpractice insurance to engage in such activities if the entity for which Resident provides such services does not cover him or her for malpractice. All moonlighting activities are counted toward the 80-hour weekly maximum.

7. Other Activities Performed Within the Educational Program (Clinical Assistant Exception Pay) (CAEP). Residents appointed as Clinical Assistants II-VII, who are in good standing in their departments, may participate in training activities outside their normally scheduled training schedule, but within the course and scope of Resident's work as a trainee. These additional duties may include, but are not limited to, working additional on-call shifts or covering responsibilities that are not part of Resident's scheduled rotation but that provide additional learning experiences for Resident and that benefit the University. Accepting additional duties is voluntary, subject to approval by the Resident's Program Director. All outside activities are counted toward the 80-hour weekly maximum. Residents who accept these additional duties may be eligible to receive additional compensation, as set by the home department. CAEP is based on Resident's base salary rate, and may be applied on an hourly basis or on a flat rate basis determined on a segment of hours, depending on the needs of the department and as determined by Resident's Program Director.

8. Release of Information to Certification Boards and ACGME. ABOR Policy 6-912 prohibits disclosure of evaluative information to third parties without the express permission of its employees. Certification boards require program directors to evaluate residents annually as part of the certification process, and Residents must receive a satisfactory evaluation for each year of training in order to be admitted to certifying examinations. In addition, the Program is required to provide Milestone achievements of residents twice annually. In order to certify residents for board eligibility and to comply with ACGME requirements to report progress in training, Resident agrees that his or her Program Director may provide these evaluations to the certification boards and ACGME directly, without first obtaining a written release or other permission. Resident expressly grants permission to his or her Program Director to submit such evaluative information on an annual basis, assuming Resident's appointment is renewed, to the appropriate certification board for certification purposes and to the ACGME. Information on board eligibility can be accessed on The American Board of Medical Specialties' website at www.abms.org.

9. Background Checks, Drug Testing and other Pre-employment Screening by Affiliates. In addition to the pre-employment screening the University conducts under its and ABOR Policies, Resident agrees that, if an institution with which the University affiliates to provide some or all of Resident's training requires a background check, drug test, or other pre-employment screening as a condition of placement, Resident agrees to submit to such background check, drug test, or pre-employment screening in accordance with the requirements/procedures of such affiliate entity. Resident agrees that the University will have no liability or responsibility for a training site's decision that Resident is not suitable for training at that site based upon the results of a criminal background check, drug test, or other pre-employment screening, nor will Resident have a right to appeal that decision, except to the extent permitted by policies of the affiliate. Resident further understands and agrees that, should the results of such

background check, drug test, or pre-employment screening disqualify Resident from participating in affiliate's program, Resident may be unable to complete his or her training at the University of Arizona and may be subject to dismissal.

10. Fingerprint clearance cards. Resident understands that Arizona law requires Resident to obtain a valid fingerprint clearance card in order to participate in a Residency Program. Resident understands and agrees that performance of this Agreement is contingent upon Resident's presentation of a valid fingerprint clearance card to the GME Office. Resident understands and agrees that failure to provide such card to the GME office by that date will result in a rescission of any prior letter of offer or Notice of Appointment or Reappointment, and will nullify any obligations set forth in this Agreement by the University of Arizona.

11. Funding. While the University expects to receive the full funds necessary to support its budget, it reserves the right to institute budget reduction actions in accordance with state law, University and ABOR Policy. In the event of a reduction or closure of a Residency training program, the University will make every effort to allow Resident to complete his or her training; if Resident is displaced, however, the University will make every effort to assist him or her in identifying a program in which he or she can continue training.

12. Non-competition Agreements. Resident is not required to sign a non-competition agreement.

THE UNIVERSITY OF ARIZONA℞

RESIDENT

Signature: Date 6/26/15

Conrad J. Clemens, MD, MPH
ACGME Designated Institutional Official (DIO)
Associate Dean for Graduate Medical Education
on behalf of the Radiology-Diagnostic Residency Training Program

THE UNIVERSITY OF ARIZONA.
College of Medicine

Graduate Medical Education
Arizona Health Sciences Center

1501 N. Campbell Avenue
P.O. Box 245085
Tucson, AZ 85724-5085
Tel: (520) 626-7878
Tel: (520) 626-6691
Fax: (520) 626-0090
www.gme.medicine.arizona.edu

RESIDENT AGREEMENT (Preliminary Position)

The Arizona Board of Regents (also referred to herein as the University or The University of Arizona), through the Associate Dean for Graduate Medical Education or his or her designee, for the **Surgery Residency Program**, and **Demitrio Camarena**, hereafter referred to as hereafter referred to as "Resident," enter into this Agreement for the purpose of defining the formal relationship between the University and Resident during Resident's participation in the University's Graduate Medical Education (GME) Program. This Agreement supplements Resident's Notice of Appointment, and supersedes any prior agreements of a similar nature for the same purpose and covering the same period of time. All GMEC-promulgated policies and procedures governing the GME programs at the University are incorporated as part of this Agreement, and supersede any University or ABOR policies covering the same subject matter. As an employee of ABOR, Resident also must comply with ABOR policy 6-301, et seq., and Chapter 4 of the *University Handbook for Appointed Personnel*, the provisions of which are incorporated herein by reference, ***except as specifically limited herein***.

THEREFORE, in consideration of the training opportunity Resident will receive, the Associate Dean for Graduate Medical Education, on behalf of the University of Arizona and its College of Medicine, and Resident, mutually agree as follows:

1. **Term of Appointment.** **07/01/2015 to 06/30/2016**.
   Resident accepts his or her appointment as a Clinical Assistant 1 in the Surgery Program, with an annual salary of [redacted]. This appointment is for a **preliminary position** in the training program and acceptance of this appointment constitutes notice that this appointment will not be renewed at the end of its term.

2. **Benefits.**
   a. **Vacation.** The University provides an annual paid allowance of 22 working days per year to full-time eligible employees. Because of the nature of residency training and the scheduling required to ensure patient coverage, Resident may not carry forward any accrued but unused vacation, even if Resident's appointment is renewed. Therefore, any accrued vacation time must be used during Resident's twelve-month appointment period.
   b. **Holidays.** The University observes ten (10) paid holidays per year. Six are specifically designated: Independence Day, Labor Day, Thanksgiving, Christmas Day, New Year's Day, and Memorial Day; and four (4) floating holidays. Residents who cannot be excused from their duties on a designated holiday will be granted another day off at a time mutually agreed upon by Resident and the Program Director.
   c. **Leaves.** Residents may request leaves in accordance with University policy and prescribed procedures within their residency training programs, as more specifically described below and in the program policy manuals within each residency program. All leaves must be approved in advance by Resident's Program Director, except as otherwise stated in University policy. **Resident acknowledges that any periods of extended leave may affect time toward program completion and/or board eligibility**. Specific policies on the effects of leave of absence on satisfying criteria for program completion can be found in the institutional policy on Leaves of Absence as well as the policy of each program.
      1. Sick Leave. Resident may accrue paid sick leave at the rate of one day for each month of service. Resident is not entitled to compensation for any unused sick leave, but may carry forward sick leave accruals for use during years in which Resident's appointment is renewed.

APPV1-173

2. Family and Medical Leave. In accordance with the Family and Medical Leave Act (FMLA) of 1993, as amended, eligible employees may take family and medical leave (FML) as provided in University policy.
3. Other Leaves of Absence. Residents also may apply for a leave of absence in accordance with University policy.

d. **Malpractice Insurance.** Resident is covered for negligent acts or omissions occurring within the course and scope of employment in accordance with Arizona law. This includes liability coverage for claims filed after completion of the training program. Specific details are available at http://risk.arizona.edu/insurance/descriptionofcoverage.shtml.

e. **Living Quarters Are Not Provided.**

f. **Meals.** Some hospitals provide meals for residents for periods of time they are required to be on the premises of a clinical site after 5:00 p.m. weekdays, or anytime on weekends.

g. **Uniforms Are Provided. Laundry Services or Reimbursement for Laundry Services Are Not.**

h. **Qualified Tuition Reduction.** Residents and fellows, as well as their spouses and eligible dependents, currently are eligible for reduced tuition rates in undergraduate and graduate courses of study at the University in accordance with Arizona Board of Regents Policy 6-902.

i. **Counseling Services.** The University provides all Residents and their families access to confidential counseling and psychological support services. The University also provides its employees counseling resources through Life & Work Connections (http://lifework.arizona.edu).

j. **Health and Disability Insurance.** Residents have an opportunity to select health, dental and vision insurance plans at a minimal cost. A $15,000 term life insurance policy is provided and supplemental amounts are available at a small cost. Long-term disability insurance is provided with an option to purchase short-term disability insurance.

3. **Resident Responsibilities.** Resident agrees to:
   a. abide by the terms of this Resident Agreement;
   b. fulfill the educational requirements of the training program;
   c. use his or her best efforts to provide safe, effective and compassionate patient care under faculty and teaching staff supervision;
   d. with guidance and supervision from faculty and teaching staff, develop a personal program of learning to foster professional growth and life-long learning skills; and
   e. abide by all University and ABOR policies and procedures, GMEC-approved policies and procedures, program policies and procedures to the extent they do not conflict with official GMEC policies and procedures, and policies, rules and regulations of any affiliated institution to which Resident may be assigned.

4. **University Responsibilities.** The University agrees to:
   a. provide, in association and cooperation with its affiliated institutions, a GME program that meets the standards established by the ACGME and its Residency Review Committees;
   b. provide, at its discretion, specialized advanced training in programs for which ACGME does not provide accreditation standards and requirements;
   c. provide GMEC-approved due process policies and procedures related to disciplinary action, which will be the exclusive policies and procedures by which disciplinary action is imposed;
   d. provide policies on professional conduct, alcohol and substance abuse;
   e. enforce its policies, including the Non-discrimination and Anti-harassment Policy, which includes prohibitions on sexual harassment;
   f. implement the ACGME common duty hour standards and any duty hour standards specifically applicable to programs by their RRCs;
   g. monitor the common duty hour standards in order to meet the goals of promoting patient safety, resident education and well-being;

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h. avoid situations in which residents experience undue stress or fatigue and ensure that duty hours are not excessive.[1]

5. **Promotion or Disciplinary Action.** Because of the preliminary nature of this appointment, Resident has no expectation of being continued in the program or promoted to the next level of training at the end of this appointment. However, if Resident fails to perform satisfactorily or to progress during his or her appointment period, he or she may be placed on probation, suspended for a period of time or dismissed. Before a program may impose disciplinary action, the Program Director will comply with the *Due Process Guidelines for Residents and Fellows* or other procedures adopted by the GMEC for addressing resident discipline, **which shall be the exclusive procedures governing Resident discipline**. Resident agrees that any GMEC-approved policies governing disciplinary action will supersede any other due process procedures promulgated by the University, ABOR or the program in which Resident is participating.

6. **Practice Privileges and Other Activities Performed Outside the Educational Program.** Residents must obtain approval from the Program Director for any outside activities involving clinical practice. Resident should review the Institutional Moonlighting Policy as well as the moonlighting policies of Resident's program. If Resident's Program Director approves moonlighting activities, Resident must obtain both a license to practice medicine and his or her own malpractice insurance to engage in such activities if the entity for which Resident provides such services does not cover him or her for malpractice. All moonlighting activities are counted toward the 80-hour weekly maximum.

7. **Release of Information to Certification Boards and ACGME**. ABOR Policy 6-912 prohibits disclosure of evaluative information to third parties without the express permission of its employees. Certification boards require program directors to evaluate residents annually as part of the certification process, and Residents must receive a satisfactory evaluation for each year of training in order to be admitted to certifying examinations. In addition, the Program is required to provide Milestone achievements of residents twice annually. In order to certify residents for board eligibility and to comply with ACGME requirements to report progress in training, Resident agrees that his or her Program Director may provide these evaluations to the certification boards and the ACGME directly, without first obtaining a written release or other permission. Resident expressly grants permission to his or her Program Director to submit such evaluative information to the appropriate certification board for certification purposes and to the ACGME. Information on board eligibility can be accessed on The American Board of Medical Specialties website at www.abms.org.

8. **Background Checks, Drug Testing and other Pre-employment Screening by Affiliates.** In addition to the pre-employment screening the University conducts, Resident agrees that, if an institution with which the University affiliates to provide some or all of Resident's training requires a background check, drug test or other pre-employment screening as a condition of placement, Resident agrees to submit to such background check, drug test or pre-employment screening in accordance with the requirements/procedures of such affiliate entity. Resident agrees that the University shall have no liability or responsibility for a training site's decision that Resident is not suitable for training at that site based upon the results of such criminal background check, drug test or other pre-employment screening, nor will Resident have a right to appeal that decision, except to the extent permitted by policies of affiliate. Resident further understands and agrees that, should the results of such background check/drug test/pre-employment screening disqualify Resident from participating in affiliate's program, Resident may be unable to complete his or her training at the University of Arizona and may be subject to dismissal.

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[1] Specific policies on the limitations and monitoring of duty hours can be found in the Institutional Duty Hours Policy as well as in the Duty Hours Policies of each program.

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9. **Fingerprint clearance cards.** Resident understands that Arizona law requires Resident to obtain a valid fingerprint clearance card in order to participate in a Residency Program. Resident understands and agrees that performance of this Agreement is contingent upon Resident's presentation of a valid fingerprint clearance card to the GME Office. Resident understands and agrees that failure to provide such card to the GME office by that date will result in a rescission of any prior letter of offer or Notice of Appointment, and will nullify any obligations set forth herein by the University of Arizona.

10. **Funding.** While the University expects to receive the full funds necessary to support its budget, it reserves the right to institute budget reduction actions in accordance with state law, University and ABOR Policy. In the event of a reduction or closure of a Residency training program, the University will make every effort to allow Resident to complete his or her training; if Resident is displaced, however, the University will make every effort to assist him or her in identifying a program in which he or she can continue training.

11. **Non-competition Agreements.** Resident is not required to sign a non-competition agreement.

THE UNIVERSITY OF ARIZONA℞

Conrad J. Clemens, MD, MPH
ACGME Designated Institutional Official (DIO)
Associate Dean for Graduate Medical Education
on behalf of the Surgery Residency
Training Program

RESIDENT

Signature

06/23/2015
Date

THE UNIVERSITY OF ARIZONA

Graduate Medical Education
Arizona Health Sciences Center

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RESIDENT AGREEMENT

The Arizona Board of Regents (also referred to in this Agreement as either ABOR, the University, The University of Arizona or the University of Arizona College of Medicine), through the Associate Dean for Graduate Medical Education or his or her designee, for the **Pediatrics** Residency Program, and **Parvana Hartenstein**, hereafter referred to as "Resident," enter into this Agreement for the purpose of defining the formal relationship between the University and Resident during Resident's participation in the University's Graduate Medical Education (GME) Program. This Agreement supplements Resident's Notice of Appointment or Notice of Reappointment, and supersedes any prior agreements of a similar nature for the same purpose and covering the same period of time. All Graduate Medical Education Committee (GMEC)-promulgated policies and procedures governing the GME programs at the University are incorporated as part of this Agreement, and supersede any University or ABOR policies covering the same subject matter that may differ. As an employee of ABOR, Resident also must comply with ABOR policy 6-301, *et seq.*, and Chapter 4 of the *University Handbook for Appointed Personnel*, the provisions of which are incorporated into this Agreement by reference, ***except as specifically limited by this Agreement.***

THEREFORE, in consideration of the training opportunity Resident will receive, the Associate Dean for Graduate Medical Education, on behalf of the University of Arizona and its College of Medicine, and Resident, mutually agree as follows:

- **1. Term of Appointment. 07/01/2015 to 06/30/2016.** Resident accepts his or her appointment as a Clinical Assistant **PGY2** in the **Pediatrics** Program, with an annual salary of $[redacted]. It is understood that this appointment is a year-to-year appointment, and may be renewed subject to completion of program requirements.

2. Benefits.

a. Vacation. The University provides an annual paid allowance of 22 working days per year to full-time eligible employees. Although the University permits appointed personnel to carry forward earned but unused vacation up to a maximum number of hours, because of the nature of residency training and the scheduling required to ensure patient coverage, Resident may not carry forward any accrued but unused vacation, even if Resident's appointment is renewed. Therefore, Resident must use any accrued vacation time during Resident's twelve-month appointment period.

b. Holidays. The University observes ten (10) paid holidays per year. Six are specifically designated: Independence Day, Labor Day, Thanksgiving, Christmas Day, New Year's Day, and Memorial Day; and four (4) floating holidays. Residents who cannot be excused from their duties on a designated holiday will be granted another day off at a time mutually agreed upon by Resident and his or her Program Director.

c. Leaves. Residents may request leaves in accordance with University policy and prescribed procedures within their residency training programs, as more specifically described below and in the program policy manuals within each residency program. All leaves must be approved in advance by Resident's Program Director, except as otherwise stated in University policy. **Resident acknowledges that any periods of extended leave may affect time toward program completion and/or board eligibility.** Specific policies on the effects of leave of absence on satisfying criteria for program completion can be found in the institutional policy on Leaves of Absence as well as the policy of each program.

1. Sick Leave. Resident may accrue paid sick leave at the rate of one day for each month of service. Resident is not entitled to compensation for any unused sick leave, but may carry forward sick leave accruals for use during years in which Resident's appointment is renewed.

PH.

2. Family and Medical Leave. In accordance with the Family and Medical Leave Act (FMLA) of 1993, as amended, eligible employees may take family and medical leave (FML) as provided in University policy.

3. Other Leaves of Absence. Residents also may apply for a leave of absence in accordance with University policies.

d. Malpractice Insurance. Resident is covered for negligent acts or omissions occurring within the course and scope of employment in accordance with Arizona law. This includes liability coverage for claims filed after completion of the training program. Specific details are available at http://risk.arizona.edu/insurance/docs/malpractice-coverage.html.

e. Living Quarters Are Not Provided.

f. Meals. Some hospitals provide meals for residents for periods of time they are required to be on the premises of a clinical site after 5:00 p.m. weekdays, or anytime on weekends.

g. Uniforms Are Provided. Laundry Services or Reimbursement for Laundry Services Are Not.

h. Qualified Tuition Reduction. Residents and Fellows, as well as their spouses and eligible dependents, currently are eligible for reduced tuition rates in undergraduate and graduate courses of study at the University in accordance with Arizona Board of Regents Policy 6-902.

i. Counseling Services. The University provides all Residents and their families' access to confidential counseling and psychological support services. The University also provides its employees counseling resources through Life & Work Connections (http://lifework.arizona.edu/).

j. Health and Disability Insurance. Residents have an opportunity to select health, dental and vision insurance plans at a minimal cost. A $15,000 term life insurance policy is provided and supplemental amounts are available at a small cost. Long-term disability insurance is provided with an option to purchase short-term disability insurance.

3. Resident Responsibilities. Resident agrees to:

a. abide by the terms of this and any other Resident Agreements into which he or she enters with the program;

b. fulfill the educational requirements of the training program;

c. use his or her best efforts to provide safe, effective and compassionate patient care under faculty and teaching staff supervision;

d. with guidance and supervision from faculty and teaching staff, develop a personal program of learning to foster professional growth and life-long learning skills; and

e. abide by all University and ABOR policies and procedures, GMEC-approved policies and procedures, program policies and procedures to the extent they do not conflict with official GMEC policies and procedures, and policies, rules and regulations of any affiliated institution to which Resident may be assigned.

4. University Responsibilities. The University agrees to:

a. provide, in association and cooperation with its affiliated institutions, a GME program that meets the standards established by the ACGME and its Residency Review Committees;

b. provide, at its discretion, specialized advanced training in programs for which ACGME does not provide accreditation standards and requirements;

c. provide GMEC-approved due process policies and procedures related to disciplinary actions, which will be the exclusive policies and procedures by which disciplinary action is imposed;

d. provide policies on professional conduct, alcohol and substance abuse;

e. enforce its policies, including the Non-discrimination and Anti-harassment Policy, which includes prohibitions on sexual harassment;

f. implement the ACGME common duty hour standards and any duty hour standards specifically applicable to programs by their RRCs. The University will monitor the common duty hour standards in order to meet the goals of promoting patient safety, resident education and well-being; and

g. avoid situations in which residents experience undue stress or fatigue and ensure that duty hours are not excessive. Specific policies on the limitations and monitoring of duty hours can be found in the Institutional Duty Hours Policy as well as in the Duty Hours Policies of each program.

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5. Promotion or Disciplinary Action. Upon satisfactory completion of each year of training, it is anticipated that Resident will be promoted to the next level of training and will receive a new Resident Agreement and Notice of Reappointment. However, the University guarantees neither promotion nor renewal of Resident's appointment. If Resident fails to perform satisfactorily or to progress during his or her training program, he or she may be subject to disciplinary action, including probation, suspension for a period of time, nonrenewal, retention at the current level of training, or dismissal. Before a program may impose disciplinary action, the Program Director will comply with the *Due Process Guidelines for Residents and Fellows* or other procedures adopted by the GMEC for addressing disciplinary issues, **which will be the exclusive procedures governing Resident discipline**. Resident agrees that any GMEC-approved policies governing disciplinary action will supersede any other due process procedures promulgated by the University, ABOR, or the program in which Resident is participating.

6. Practice Privileges and Other Activities Performed Outside the Educational Program. Residents must obtain approval from their Program Director for any outside activities involving clinical practice. Resident should review the Institutional Moonlighting Policy as well as the moonlighting policies of Resident's program. If Resident's Program Director approves moonlighting activities, Resident must obtain both a license to practice medicine and his or her own malpractice insurance to engage in such activities if the entity for which Resident provides such services does not cover him or her for malpractice. All moonlighting activities are counted toward the 80-hour weekly maximum.

7. Other Activities Performed Within the Educational Program (Clinical Assistant Exception Pay) (CAEP). Residents appointed as Clinical Assistants II-VII, who are in good standing in their departments, may participate in training activities outside their normally scheduled training schedule, but within the course and scope of Resident's work as a trainee. These additional duties may include, but are not limited to, working additional on-call shifts or covering responsibilities that are not part of Resident's scheduled rotation but that provide additional learning experiences for Resident and that benefit the University. Accepting additional duties is voluntary, subject to approval by the Resident's Program Director. All outside activities are counted toward the 80-hour weekly maximum. Residents who accept these additional duties may be eligible to receive additional compensation, as set by the home department. CAEP is based on Resident's base salary rate, and may be applied on an hourly basis or on a flat rate basis determined on a segment of hours, depending on the needs of the department and as determined by Resident's Program Director.

8. Release of Information to Certification Boards and ACGME. ABOR Policy 6-912 prohibits disclosure of evaluative information to third parties without the express permission of its employees. Certification boards require program directors to evaluate residents annually as part of the certification process, and Residents must receive a satisfactory evaluation for each year of training in order to be admitted to certifying examinations. In addition, the Program is required to provide Milestone achievements of residents twice annually. In order to certify residents for board eligibility and to comply with ACGME requirements to report progress in training, Resident agrees that his or her Program Director may provide these evaluations to the certification boards and ACGME directly, without first obtaining a written release or other permission. Resident expressly grants permission to his or her Program Director to submit such evaluative information on an annual basis, assuming Resident's appointment is renewed, to the appropriate certification board for certification purposes and to the ACGME. Information on board eligibility can be accessed on The American Board of Medical Specialties' website at www.abms.org.

9. Background Checks, Drug Testing and other Pre-employment Screening by Affiliates. In addition to the pre-employment screening the University conducts under its and ABOR Policies, Resident agrees that, if an institution with which the University affiliates to provide some or all of Resident's training requires a background check, drug test, or other pre-employment screening as a condition of placement, Resident agrees to submit to such background check, drug test, or pre-employment screening in accordance with the requirements/procedures of such affiliate entity. Resident agrees that the University will have no liability or responsibility for a training site's decision that Resident is not suitable for training at that site based upon the results of a criminal background check, drug test, or other pre-employment screening, nor will Resident have a right to appeal that decision, except to the extent permitted by policies of the affiliate. Resident further understands and agrees that, should the results of such

background check, drug test, or pre-employment screening disqualify Resident from participating in affiliate's program, Resident may be unable to complete his or her training at the University of Arizona and may be subject to dismissal.

10. Fingerprint clearance cards. Resident understands that Arizona law requires Resident to obtain a valid fingerprint clearance card in order to participate in a Residency Program. Resident understands and agrees that performance of this Agreement is contingent upon Resident's presentation of a valid fingerprint clearance card to the GME Office. Resident understands and agrees that failure to provide such card to the GME office by that date will result in a rescission of any prior letter of offer or Notice of Appointment or Reappointment, and will nullify any obligations set forth in this Agreement by the University of Arizona.

11. Funding. While the University expects to receive the full funds necessary to support its budget, it reserves the right to institute budget reduction actions in accordance with state law, University and ABOR Policy. In the event of a reduction or closure of a Residency training program, the University will make every effort to allow Resident to complete his or her training; if Resident is displaced, however, the University will make every effort to assist him or her in identifying a program in which he or she can continue training.

12. Non-competition Agreements. Resident is not required to sign a non-competition agreement.

THE UNIVERSITY OF ARIZONA

Conrad J. Clemens, MD, MPH
ACGME Designated Institutional Official (DIO)
Associate Dean for Graduate Medical Education
on behalf of the Pediatrics Residency Training Program

RESIDENT

Signature: _____ Date 9/4/15

THE UNIVERSITY OF ARIZONA
College of Medicine

Graduate Medical Education
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RESIDENT AGREEMENT

The Arizona Board of Regents (also referred to in this Agreement as either ABOR, the University, The University of Arizona or the University of Arizona College of Medicine), through the Associate Dean for Graduate Medical Education or his or her designee, for the Pediatrics Residency Program, and **Emily Lawson,** hereafter referred to as "Resident," enter into this Agreement for the purpose of defining the formal relationship between the University and Resident during Resident's participation in the University's Graduate Medical Education (GME) Program. This Agreement supplements Resident's Notice of Appointment or Notice of Reappointment, and supersedes any prior agreements of a similar nature for the same purpose and covering the same period of time. All Graduate Medical Education Committee (GMEC)-promulgated policies and procedures governing the GME programs at the University are incorporated as part of this Agreement, and supersede any University or ABOR policies covering the same subject matter that may differ. As an employee of ABOR, Resident also must comply with ABOR policy 6-301, *et seq.*, and Chapter 4 of the *University Handbook for Appointed Personnel*, the provisions of which are incorporated into this Agreement by reference, ***except as specifically limited by this Agreement***.

THEREFORE, in consideration of the training opportunity Resident will receive, the Associate Dean for Graduate Medical Education, on behalf of the University of Arizona and its College of Medicine, and Resident, mutually agree as follows:

- **1. Term of Appointment. 07/01/2015 to 06/30/2016.** Resident accepts his or her appointment as a Clinical Assistant **PGY2** in the **Pediatrics** Program, with an annual salary of [redacted] It is understood that this appointment is a year-to-year appointment, and may be renewed subject to completion of program requirements.

2. Benefits.

a. Vacation. The University provides an annual paid allowance of 22 working days per year to full-time eligible employees. Although the University permits appointed personnel to carry forward earned but unused vacation up to a maximum number of hours, because of the nature of residency training and the scheduling required to ensure patient coverage, Resident may not carry forward any accrued but unused vacation, even if Resident's appointment is renewed. Therefore, Resident must use any accrued vacation time during Resident's twelve-month appointment period.

b. Holidays. The University observes ten (10) paid holidays per year. Six are specifically designated: Independence Day, Labor Day, Thanksgiving, Christmas Day, New Year's Day, and Memorial Day; and four (4) floating holidays. Residents who cannot be excused from their duties on a designated holiday will be granted another day off at a time mutually agreed upon by Resident and his or her Program Director.

c. Leaves. Residents may request leaves in accordance with University policy and prescribed procedures within their residency training programs, as more specifically described below and in the program policy manuals within each residency program. All leaves must be approved in advance by Resident's Program Director, except as otherwise stated in University policy. **Resident acknowledges that any periods of extended leave may affect time toward program completion and/or board eligibility.** Specific policies on the effects of leave of absence on satisfying criteria for program completion can be found in the institutional policy on Leaves of Absence as well as the policy of each program.

1. Sick Leave. Resident may accrue paid sick leave at the rate of one day for each month of service. Resident is not entitled to compensation for any unused sick leave, but may carry forward sick leave accruals for use during years in which Resident's appointment is renewed.

2. Family and Medical Leave. In accordance with the Family and Medical Leave Act (FMLA) of 1993, as amended, eligible employees may take family and medical leave (FML) as provided in University policy.

3. Other Leaves of Absence. Residents also may apply for a leave of absence in accordance with University policies.

d. Malpractice Insurance. Resident is covered for negligent acts or omissions occurring within the course and scope of employment in accordance with Arizona law. This includes liability coverage for claims filed after completion of the training program. Specific details are available at http://risk.arizona.edu/insurance/descriptions/liability.html.

e. Living Quarters Are Not Provided.

f. Meals. Some hospitals provide meals for residents for periods of time they are required to be on the premises of a clinical site after 5:00 p.m. weekdays, or anytime on weekends.

g. Uniforms Are Provided. Laundry Services or Reimbursement for Laundry Services Are Not.

h. Qualified Tuition Reduction. Residents and Fellows, as well as their spouses and eligible dependents, currently are eligible for reduced tuition rates in undergraduate and graduate courses of study at the University in accordance with Arizona Board of Regents Policy 6-902.

i. Counseling Services. The University provides all Residents and their families' access to confidential counseling and psychological support services. The University also provides its employees counseling resources through Life & Work Connections (http://lifework.arizona.edu).

j. Health and Disability Insurance. Residents have an opportunity to select health, dental and vision insurance plans at a minimal cost. A $15,000 term life insurance policy is provided and supplemental amounts are available at a small cost. Long-term disability insurance is provided with an option to purchase short-term disability insurance.

3. Resident Responsibilities. Resident agrees to:

a. abide by the terms of this and any other Resident Agreements into which he or she enters with the program;

b. fulfill the educational requirements of the training program;

c. use his or her best efforts to provide safe, effective and compassionate patient care under faculty and teaching staff supervision;

d. with guidance and supervision from faculty and teaching staff, develop a personal program of learning to foster professional growth and life-long learning skills; and

e. abide by all University and ABOR policies and procedures, GMEC-approved policies and procedures, program policies and procedures to the extent they do not conflict with official GMEC policies and procedures, and policies, rules and regulations of any affiliated institution to which Resident may be assigned.

4. University Responsibilities. The University agrees to:

a. provide, in association and cooperation with its affiliated institutions, a GME program that meets the standards established by the ACGME and its Residency Review Committees;

b. provide, at its discretion, specialized advanced training in programs for which ACGME does not provide accreditation standards and requirements;

c. provide GMEC-approved due process policies and procedures related to disciplinary actions, which will be the exclusive policies and procedures by which disciplinary action is imposed;

d. provide policies on professional conduct, alcohol and substance abuse;

e. enforce its policies, including the Non-discrimination and Anti-harassment Policy, which includes prohibitions on sexual harassment;

f. implement the ACGME common duty hour standards and any duty hour standards specifically applicable to programs by their RRCs. The University will monitor the common duty hour standards in order to meet the goals of promoting patient safety, resident education and well-being, and

g. avoid situations in which residents experience undue stress or fatigue and ensure that duty hours are not excessive. Specific policies on the limitations and monitoring of duty hours can be found in the Institutional Duty Hours Policy as well as in the Duty Hours Policies of each program.

5. Promotion or Disciplinary Action. Upon satisfactory completion of each year of training, it is anticipated that Resident will be promoted to the next level of training and will receive a new Resident Agreement and Notice of Reappointment. However, the University guarantees neither promotion nor renewal of Resident's appointment. If Resident fails to perform satisfactorily or to progress during his or her training program, he or she may be subject to disciplinary action, including probation, suspension for a period of time, nonrenewal, retention at the current level of training, or dismissal. Before a program may impose disciplinary action, the Program Director will comply with the *Due Process Guidelines for Residents and Fellows* or other procedures adopted by the GMEC for addressing disciplinary issues, **which will be the exclusive procedures governing Resident discipline**. Resident agrees that any GMEC-approved policies governing disciplinary action will supersede any other due process procedures promulgated by the University, ABOR, or the program in which Resident is participating.

6. Practice Privileges and Other Activities Performed Outside the Educational Program. Residents must obtain approval from their Program Director for any outside activities involving clinical practice. Resident should review the Institutional Moonlighting Policy as well as the moonlighting policies of Resident's program. If Resident's Program Director approves moonlighting activities, Resident must obtain both a license to practice medicine and his or her own malpractice insurance to engage in such activities if the entity for which Resident provides such services does not cover him or her for malpractice. All moonlighting activities are counted toward the 80-hour weekly maximum.

7. Other Activities Performed Within the Educational Program (Clinical Assistant Exception Pay) (CAEP). Residents appointed as Clinical Assistants II-VII, who are in good standing in their departments, may participate in training activities outside their normally scheduled training schedule, but within the course and scope of Resident's work as a trainee. These additional duties may include, but are not limited to, working additional on-call shifts or covering responsibilities that are not part of Resident's scheduled rotation but that provide additional learning experiences for Resident and that benefit the University. Accepting additional duties is voluntary, subject to approval by the Resident's Program Director. All outside activities are counted toward the 80-hour weekly maximum. Residents who accept these additional duties may be eligible to receive additional compensation, as set by the home department. CAEP is based on Resident's base salary rate, and may be applied on an hourly basis or on a flat rate basis determined on a segment of hours, depending on the needs of the department and as determined by Resident's Program Director.

8. Release of Information to Certification Boards and ACGME. ABOR Policy 6-912 prohibits disclosure of evaluative information to third parties without the express permission of its employees. Certification boards require program directors to evaluate residents annually as part of the certification process, and Residents must receive a satisfactory evaluation for each year of training in order to be admitted to certifying examinations. In addition, the Program is required to provide Milestone achievements of residents twice annually. In order to certify residents for board eligibility and to comply with ACGME requirements to report progress in training, Resident agrees that his or her Program Director may provide these evaluations to the certification boards and ACGME directly, without first obtaining a written release or other permission. Resident expressly grants permission to his or her Program Director to submit such evaluative information on an annual basis, assuming Resident's appointment is renewed, to the appropriate certification board for certification purposes and to the ACGME. Information on board eligibility can be accessed on The American Board of Medical Specialties' website at www.abms.org.

9. Background Checks, Drug Testing and other Pre-employment Screening by Affiliates. In addition to the pre-employment screening the University conducts under its and ABOR Policies, Resident agrees that, if an institution with which the University affiliates to provide some or all of Resident's training requires a background check, drug test, or other pre-employment screening as a condition of placement. Resident agrees to submit to such background check, drug test, or pre-employment screening in accordance with the requirements/procedures of such affiliate entity. Resident agrees that the University will have no liability or responsibility for a training site's decision that Resident is not suitable for training at that site based upon the results of a criminal background check, drug test, or other pre-employment screening, nor will Resident have a right to appeal that decision, except to the extent permitted by policies of the affiliate. Resident further understands and agrees that, should the results of such

background check, drug test, or pre-employment screening disqualify Resident from participating in affiliate's program, Resident may be unable to complete his or her training at the University of Arizona and may be subject to dismissal.

10. Fingerprint clearance cards. Resident understands that Arizona law requires Resident to obtain a valid fingerprint clearance card in order to participate in a Residency Program. Resident understands and agrees that performance of this Agreement is contingent upon Resident's presentation of a valid fingerprint clearance card to the GME Office. Resident understands and agrees that failure to provide such card to the GME office by that date will result in a rescission of any prior letter of offer or Notice of Appointment or Reappointment, and will nullify any obligations set forth in this Agreement by the University of Arizona.

11. Funding. While the University expects to receive the full funds necessary to support its budget, it reserves the right to institute budget reduction actions in accordance with state law, University and ABOR Policy. In the event of a reduction or closure of a Residency training program, the University will make every effort to allow Resident to complete his or her training; if Resident is displaced, however, the University will make every effort to assist him or her in identifying a program in which he or she can continue training.

12. Non-competition Agreements. Resident is not required to sign a non-competition agreement.

THE UNIVERSITY OF ARIZONA®

RESIDENT

Signature: 7/30/15
Date

Conrad J. Clemens, MD, MPH
ACGME Designated Institutional Official (DIO)
Associate Dean for Graduate Medical Education
on behalf of the «Program» Residency Training Program

THE UNIVERSITY OF ARIZONA
College of Medicine

Graduate Medical Education
Arizona Health Sciences Center

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RESIDENT AGREEMENT

The Arizona Board of Regents (also referred to in this Agreement as either ABOR, the University, The University of Arizona or the University of Arizona College of Medicine), through the Associate Dean for Graduate Medical Education or his or her designee, for the **Surgery** Residency Program, and **Prakash Mathew**, hereafter referred to as "Resident," enter into this Agreement for the purpose of defining the formal relationship between the University and Resident during Resident's participation in the University's Graduate Medical Education (GME) Program. This Agreement supplements Resident's Notice of Appointment or Notice of Reappointment, and supersedes any prior agreements of a similar nature for the same purpose and covering the same period of time. All Graduate Medical Education Committee (GMEC)-promulgated policies and procedures governing the GME programs at the University are incorporated as part of this Agreement, and supersede any University or ABOR policies covering the same subject matter that may differ. As an employee of ABOR, Resident also must comply with ABOR policy 6-301, *et seq.*, and Chapter 4 of the *University Handbook for Appointed Personnel*, the provisions of which are incorporated into this Agreement by reference, ***except as specifically limited by this Agreement***.

THEREFORE, in consideration of the training opportunity Resident will receive, the Associate Dean for Graduate Medical Education, on behalf of the University of Arizona and its College of Medicine, and Resident, mutually agree as follows:

- **1. Term of Appointment. 07/01/2015 to 06/30/2016.** Resident accepts his or her appointment as a Clinical Assistant **PGY3** in the **Surgery** Program, with an annual salary of $[redacted]. It is understood that this appointment is a year-to-year appointment, and may be renewed subject to completion of program requirements.

2. Benefits.

a. Vacation. The University provides an annual paid allowance of 22 working days per year to full-time eligible employees. Although the University permits appointed personnel to carry forward earned but unused vacation up to a maximum number of hours, because of the nature of residency training and the scheduling required to ensure patient coverage, Resident may not carry forward any accrued but unused vacation, even if Resident's appointment is renewed. Therefore, Resident must use any accrued vacation time during Resident's twelve-month appointment period.

b. Holidays. The University observes ten (10) paid holidays per year. Six are specifically designated: Independence Day, Labor Day, Thanksgiving, Christmas Day, New Year's Day, and Memorial Day; and four (4) floating holidays. Residents who cannot be excused from their duties on a designated holiday will be granted another day off at a time mutually agreed upon by Resident and his or her Program Director.

c. Leaves. Residents may request leaves in accordance with University policy and prescribed procedures within their residency training programs, as more specifically described below and in the program policy manuals within each residency program. All leaves must be approved in advance by Resident's Program Director, except as otherwise stated in University policy. **Resident acknowledges that any periods of extended leave may affect time toward program completion and/or board eligibility.** Specific policies on the effects of leave of absence on satisfying criteria for program completion can be found in the institutional policy on Leaves of Absence as well as the policy of each program.

1. Sick Leave. Resident may accrue paid sick leave at the rate of one day for each month of service. Resident is not entitled to compensation for any unused sick leave, but may carry forward sick leave accruals for use during years in which Resident's appointment is renewed.

2. Family and Medical Leave. In accordance with the Family and Medical Leave Act (FMLA) of 1993, as amended, eligible employees may take family and medical leave (FML) as provided in University policy.

3. Other Leaves of Absence. Residents also may apply for a leave of absence in accordance with University policies.

d. Malpractice Insurance. Resident is covered for negligent acts or omissions occurring within the course and scope of employment in accordance with Arizona law. This includes liability coverage for claims filed after completion of the training program. Specific details are available at http://risk.arizona.edu/insurance/descriptionofcoverage.shtml.

e. Living Quarters Are Not Provided.

f. Meals. Some hospitals provide meals for residents for periods of time they are required to be on the premises of a clinical site after 5:00 p.m. weekdays, or anytime on weekends.

g. Uniforms Are Provided. Laundry Services or Reimbursement for Laundry Services Are Not.

h. Qualified Tuition Reduction. Residents and Fellows, as well as their spouses and eligible dependents, currently are eligible for reduced tuition rates in undergraduate and graduate courses of study at the University in accordance with Arizona Board of Regents Policy 6-902.

i. Counseling Services. The University provides all Residents and their families' access to confidential counseling and psychological support services. The University also provides its employees counseling resources through Life & Work Connections (http://lifework.arizona.edu/).

j. Health and Disability Insurance. Residents have an opportunity to select health, dental and vision insurance plans at a minimal cost. A $15,000 term life insurance policy is provided and supplemental amounts are available at a small cost. Long-term disability insurance is provided with an option to purchase short-term disability insurance.

3. Resident Responsibilities. Resident agrees to:

a. abide by the terms of this and any other Resident Agreements into which he or she enters with the program;

b. fulfill the educational requirements of the training program;

c. use his or her best efforts to provide safe, effective and compassionate patient care under faculty and teaching staff supervision;

d. with guidance and supervision from faculty and teaching staff, develop a personal program of learning to foster professional growth and life-long learning skills; and

e. abide by all University and ABOR policies and procedures, GMEC-approved policies and procedures, program policies and procedures to the extent they do not conflict with official GMEC policies and procedures, and policies, rules and regulations of any affiliated institution to which Resident may be assigned.

4. University Responsibilities. The University agrees to:

a. provide, in association and cooperation with its affiliated institutions, a GME program that meets the standards established by the ACGME and its Residency Review Committees;

b. provide, at its discretion, specialized advanced training in programs for which ACGME does not provide accreditation standards and requirements;

c. provide GMEC-approved due process policies and procedures related to disciplinary actions, which will be the exclusive policies and procedures by which disciplinary action is imposed;

d. provide policies on professional conduct, alcohol and substance abuse;

e. enforce its policies, including the Non-discrimination and Anti-harassment Policy, which includes prohibitions on sexual harassment;

f. implement the ACGME common duty hour standards and any duty hour standards specifically applicable to programs by their RRCs. The University will monitor the common duty hour standards in order to meet the goals of promoting patient safety, resident education and well-being; and

g. avoid situations in which residents experience undue stress or fatigue and ensure that duty hours are not excessive. Specific policies on the limitations and monitoring of duty hours can be found in the Institutional Duty Hours Policy as well as in the Duty Hours Policies of each program.

5. Promotion or Disciplinary Action. Upon satisfactory completion of each year of training, it is anticipated that Resident will be promoted to the next level of training and will receive a new Resident Agreement and Notice of Reappointment. However, the University guarantees neither promotion nor renewal of Resident's appointment. If Resident fails to perform satisfactorily or to progress during his or her training program, he or she may be subject to disciplinary action, including probation, suspension for a period of time, nonrenewal, retention at the current level of training, or dismissal. Before a program may impose disciplinary action, the Program Director will comply with the *Due Process Guidelines for Residents and Fellows* or other procedures adopted by the GMEC for addressing disciplinary issues, **which will be the exclusive procedures governing Resident discipline**. Resident agrees that any GMEC-approved policies governing disciplinary action will supersede any other due process procedures promulgated by the University, ABOR, or the program in which Resident is participating.

6. Practice Privileges and Other Activities Performed Outside the Educational Program. Residents must obtain approval from their Program Director for any outside activities involving clinical practice. Resident should review the Institutional Moonlighting Policy as well as the moonlighting policies of Resident's program. If Resident's Program Director approves moonlighting activities, Resident must obtain both a license to practice medicine and his or her own malpractice insurance to engage in such activities if the entity for which Resident provides such services does not cover him or her for malpractice. All moonlighting activities are counted toward the 80-hour weekly maximum.

7. Other Activities Performed Within the Educational Program (Clinical Assistant Exception Pay) (CAEP). Residents appointed as Clinical Assistants II-VII, who are in good standing in their departments, may participate in training activities outside their normally scheduled training schedule, but within the course and scope of Resident's work as a trainee. These additional duties may include, but are not limited to, working additional on-call shifts or covering responsibilities that are not part of Resident's scheduled rotation but that provide additional learning experiences for Resident and that benefit the University. Accepting additional duties is voluntary, subject to approval by the Resident's Program Director. All outside activities are counted toward the 80-hour weekly maximum. Residents who accept these additional duties may be eligible to receive additional compensation, as set by the home department. CAEP is based on Resident's base salary rate, and may be applied on an hourly basis or on a flat rate basis determined on a segment of hours, depending on the needs of the department and as determined by Resident's Program Director.

8. Release of Information to Certification Boards and ACGME. ABOR Policy 6-912 prohibits disclosure of evaluative information to third parties without the express permission of its employees. Certification boards require program directors to evaluate residents annually as part of the certification process, and Residents must receive a satisfactory evaluation for each year of training in order to be admitted to certifying examinations. In addition, the Program is required to provide Milestone achievements of residents twice annually. In order to certify residents for board eligibility and to comply with ACGME requirements to report progress in training, Resident agrees that his or her Program Director may provide these evaluations to the certification boards and ACGME directly, without first obtaining a written release or other permission. Resident expressly grants permission to his or her Program Director to submit such evaluative information on an annual basis, assuming Resident's appointment is renewed, to the appropriate certification board for certification purposes and to the ACGME. Information on board eligibility can be accessed on The American Board of Medical Specialties' website at www.abms.org.

9. Background Checks, Drug Testing and other Pre-employment Screening by Affiliates. In addition to the pre-employment screening the University conducts under its and ABOR Policies, Resident agrees that, if an institution with which the University affiliates to provide some or all of Resident's training requires a background check, drug test, or other pre-employment screening as a condition of placement, Resident agrees to submit to such background check, drug test, or pre-employment screening in accordance with the requirements/procedures of such affiliate entity. Resident agrees that the University will have no liability or responsibility for a training site's decision that Resident is not suitable for training at that site based upon the results of a criminal background check, drug test, or other pre-employment screening, nor will Resident have a right to appeal that decision, except to the extent permitted by policies of the affiliate. Resident further understands and agrees that, should the results of such

background check, drug test, or pre-employment screening disqualify Resident from participating in affiliate's program, Resident may be unable to complete his or her training at the University of Arizona and may be subject to dismissal.

10. Fingerprint clearance cards. Resident understands that Arizona law requires Resident to obtain a valid fingerprint clearance card in order to participate in a Residency Program. Resident understands and agrees that performance of this Agreement is contingent upon Resident's presentation of a valid fingerprint clearance card to the GME Office. Resident understands and agrees that failure to provide such card to the GME office by that date will result in a rescission of any prior letter of offer or Notice of Appointment or Reappointment, and will nullify any obligations set forth in this Agreement by the University of Arizona.

11. Funding. While the University expects to receive the full funds necessary to support its budget, it reserves the right to institute budget reduction actions in accordance with state law, University and ABOR Policy. In the event of a reduction or closure of a Residency training program, the University will make every effort to allow Resident to complete his or her training; if Resident is displaced, however, the University will make every effort to assist him or her in identifying a program in which he or she can continue training.

12. Non-competition Agreements. Resident is not required to sign a non-competition agreement.

THE UNIVERSITY OF ARIZONA℞

RESIDENT

Signature: 6/23/2015 Date

Conrad J. Clemens, MD, MPH
ACGME Designated Institutional Official (DIO)
Associate Dean for Graduate Medical Education
on behalf of the Surgery Residency Training Program

THE UNIVERSITY OF ARIZONA.
College of Medicine

Graduate Medical Education
Arizona Health Sciences Center

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RESIDENT AGREEMENT (Preliminary Position)

The Arizona Board of Regents (also referred to herein as the University or The University of Arizona), through the Associate Dean for Graduate Medical Education or his or her designee, for the **Surgery Residency Program**, and **Demitrio Camarena**, hereafter referred to as hereafter referred to as "Resident," enter into this Agreement for the purpose of defining the formal relationship between the University and Resident during Resident's participation in the University's Graduate Medical Education (GME) Program. This Agreement supplements Resident's Notice of Appointment, and supersedes any prior agreements of a similar nature for the same purpose and covering the same period of time. All GMEC-promulgated policies and procedures governing the GME programs at the University are incorporated as part of this Agreement, and supersede any University or ABOR policies covering the same subject matter. As an employee of ABOR, Resident also must comply with ABOR policy 6-301, et seq., and Chapter 4 of the *University Handbook for Appointed Personnel*, the provisions of which are incorporated herein by reference, ***except as specifically limited herein***.

THEREFORE, in consideration of the training opportunity Resident will receive, the Associate Dean for Graduate Medical Education, on behalf of the University of Arizona and its College of Medicine, and Resident, mutually agree as follows:

1. **Term of Appointment.** **07/01/2015 to 06/30/2016**.
   Resident accepts his or her appointment as a Clinical Assistant 1 in the Surgery Program, with an annual salary of $[redacted] This appointment is for a **preliminary position** in the training program and acceptance of this appointment constitutes notice that this appointment will not be renewed at the end of its term.

2. **Benefits.**
   a. **Vacation.** The University provides an annual paid allowance of 22 working days per year to full-time eligible employees. Because of the nature of residency training and the scheduling required to ensure patient coverage, Resident may not carry forward any accrued but unused vacation, even if Resident's appointment is renewed. Therefore, any accrued vacation time must be used during Resident's twelve-month appointment period.
   b. **Holidays.** The University observes ten (10) paid holidays per year. Six are specifically designated: Independence Day, Labor Day, Thanksgiving, Christmas Day, New Year's Day, and Memorial Day; and four (4) floating holidays. Residents who cannot be excused from their duties on a designated holiday will be granted another day off at a time mutually agreed upon by Resident and the Program Director.
   c. **Leaves.** Residents may request leaves in accordance with University policy and prescribed procedures within their residency training programs, as more specifically described below and in the program policy manuals within each residency program. All leaves must be approved in advance by Resident's Program Director, except as otherwise stated in University policy. **Resident acknowledges that any periods of extended leave may affect time toward program completion and/or board eligibility**. Specific policies on the effects of leave of absence on satisfying criteria for program completion can be found in the institutional policy on Leaves of Absence as well as the policy of each program.
      1. Sick Leave. Resident may accrue paid sick leave at the rate of one day for each month of service. Resident is not entitled to compensation for any unused sick leave, but may carry forward sick leave accruals for use during years in which Resident's appointment is renewed.

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2. Family and Medical Leave. In accordance with the Family and Medical Leave Act (FMLA) of 1993, as amended, eligible employees may take family and medical leave (FML) as provided in University policy.
3. Other Leaves of Absence. Residents also may apply for a leave of absence in accordance with University policy.

d. **Malpractice Insurance.** Resident is covered for negligent acts or omissions occurring within the course and scope of employment in accordance with Arizona law. This includes liability coverage for claims filed after completion of the training program. Specific details are available at http://risk.arizona.edu/insurance/descriptionofcoverage.shtml.

e. **Living Quarters Are Not Provided.**

f. **Meals.** Some hospitals provide meals for residents for periods of time they are required to be on the premises of a clinical site after 5:00 p.m. weekdays, or anytime on weekends.

g. **Uniforms Are Provided. Laundry Services or Reimbursement for Laundry Services Are Not.**

h. **Qualified Tuition Reduction.** Residents and fellows, as well as their spouses and eligible dependents, currently are eligible for reduced tuition rates in undergraduate and graduate courses of study at the University in accordance with Arizona Board of Regents Policy 6-902.

i. **Counseling Services.** The University provides all Residents and their families access to confidential counseling and psychological support services. The University also provides its employees counseling resources through Life & Work Connections (http://lifework.arizona.edu).

j. **Health and Disability Insurance.** Residents have an opportunity to select health, dental and vision insurance plans at a minimal cost. A $15,000 term life insurance policy is provided and supplemental amounts are available at a small cost. Long-term disability insurance is provided with an option to purchase short-term disability insurance.

3. **Resident Responsibilities.** Resident agrees to:
   a. abide by the terms of this Resident Agreement;
   b. fulfill the educational requirements of the training program;
   c. use his or her best efforts to provide safe, effective and compassionate patient care under faculty and teaching staff supervision;
   d. with guidance and supervision from faculty and teaching staff, develop a personal program of learning to foster professional growth and life-long learning skills; and
   e. abide by all University and ABOR policies and procedures, GMEC-approved policies and procedures, program policies and procedures to the extent they do not conflict with official GMEC policies and procedures, and policies, rules and regulations of any affiliated institution to which Resident may be assigned.

4. **University Responsibilities.** The University agrees to:
   a. provide, in association and cooperation with its affiliated institutions, a GME program that meets the standards established by the ACGME and its Residency Review Committees;
   b. provide, at its discretion, specialized advanced training in programs for which ACGME does not provide accreditation standards and requirements;
   c. provide GMEC-approved due process policies and procedures related to disciplinary action, which will be the exclusive policies and procedures by which disciplinary action is imposed;
   d. provide policies on professional conduct, alcohol and substance abuse;
   e. enforce its policies, including the Non-discrimination and Anti-harassment Policy, which includes prohibitions on sexual harassment;
   f. implement the ACGME common duty hour standards and any duty hour standards specifically applicable to programs by their RRCs;
   g. monitor the common duty hour standards in order to meet the goals of promoting patient safety, resident education and well-being;

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h. avoid situations in which residents experience undue stress or fatigue and ensure that duty hours are not excessive.[1]

5. **Promotion or Disciplinary Action.** Because of the preliminary nature of this appointment, Resident has no expectation of being continued in the program or promoted to the next level of training at the end of this appointment. However, if Resident fails to perform satisfactorily or to progress during his or her appointment period, he or she may be placed on probation, suspended for a period of time or dismissed. Before a program may impose disciplinary action, the Program Director will comply with the *Due Process Guidelines for Residents and Fellows* or other procedures adopted by the GMEC for addressing resident discipline, **which shall be the exclusive procedures governing Resident discipline**. Resident agrees that any GMEC-approved policies governing disciplinary action will supersede any other due process procedures promulgated by the University, ABOR or the program in which Resident is participating.

6. **Practice Privileges and Other Activities Performed Outside the Educational Program.** Residents must obtain approval from the Program Director for any outside activities involving clinical practice. Resident should review the Institutional Moonlighting Policy as well as the moonlighting policies of Resident's program. If Resident's Program Director approves moonlighting activities, Resident must obtain both a license to practice medicine and his or her own malpractice insurance to engage in such activities if the entity for which Resident provides such services does not cover him or her for malpractice. All moonlighting activities are counted toward the 80-hour weekly maximum.

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[1] Specific policies on the limitations and monitoring of duty hours can be found in the Institutional Duty Hours Policy as well as in the Duty Hours Policies of each program.

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9. **Fingerprint clearance cards.** Resident understands that Arizona law requires Resident to obtain a valid fingerprint clearance card in order to participate in a Residency Program. Resident understands and agrees that performance of this Agreement is contingent upon Resident's presentation of a valid fingerprint clearance card to the GME Office. Resident understands and agrees that failure to provide such card to the GME office by that date will result in a rescission of any prior letter of offer or Notice of Appointment, and will nullify any obligations set forth herein by the University of Arizona.

10. **Funding.** While the University expects to receive the full funds necessary to support its budget, it reserves the right to institute budget reduction actions in accordance with state law, University and ABOR Policy. In the event of a reduction or closure of a Residency training program, the University will make every effort to allow Resident to complete his or her training; if Resident is displaced, however, the University will make every effort to assist him or her in identifying a program in which he or she can continue training.

11. **Non-competition Agreements.** Resident is not required to sign a non-competition agreement.

THE UNIVERSITY OF ARIZONA℞

Conrad J. Clemens, MD, MPH
ACGME Designated Institutional Official (DIO)
Associate Dean for Graduate Medical Education
on behalf of the Surgery Residency
Training Program

RESIDENT

Signature

06/23/2015
Date

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IN THE SUPERIOR COURT FOR THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF PIMA

JEREMY AND KIMBERLY HARRIS Plaintiffs, vs. BANNER UNIVERSITY MEDICAL CENTER TUCSON CAMPUS, LLC, an Arizona Corporation dba BANNER UNIVERSITY MEDICAL CENTER TUCSON; GEETHA GOPALAKRISHNAN, M.D.; MARIE L. OLSON, M.D.; EMILY NICOLE LAWSON, D.O.; PARVANA AMELIA	NO. C20174589 **PLAINTIFFS' RESPONSE TO DEFENDANTS' MOTION TO DISMISS/MOTION FOR SUMMARY JUDGMENT** **ASSIGNED TO: HON. RICHARD E. GORDON**

HARTENSTEIN, M.D.; MARCOS ANDRES TERAN, M.D.; JEFF C. HOEHNER, M.D.; DEMITRIO J. CAMARENA, M.D.; PRAKASH JOEL MATHEW, M.D.; JASON THOMAS ANDERSON, M.D.; SARAH MOHAMED DESOKY, M.D.; ARIZONA PEDIATRIC SURGERY AND UROLOGY, LTD; BANNER HEALTH; BANNER UNIVERSITY MEDICAL GROUP, ; JOHN AND JANE DOES 1 THROUGH 50; ABC PARTNERSHIPS 1-5; AND XYZ CORPORATIONS 1-5,

Defendants

On December 13, 2018, certain of the defendants filed a "Motion to Dismiss Or Alternatively Motion for Summary Judgment." Defendants argue that certain of them are state employees, that plaintiffs served no notice of claim under A.R.S. §12-821.01, filed no lawsuit within one year and therefore all the moving defendants must be dismissed. Plaintiffs' respond as follows:

1. This is not a proper motion under Ariz. R. Civ. Proc. 12(b)(6). Defendant clearly admits that plaintiffs' complaint alleges that these defendants are not state employees. Defendant relies upon documents outside the pleadings. The 12(b)(6) motion should be denied.

2. As to the physician defendants, defendants rely upon documents that were not attached to plaintiffs' complaint. Defendants ask for summary judgment if the court relies on these documents. Defendants ignored the requirement of Ariz. R. Civ. Proc. 56(c)(3) for a separate statement of facts. Whether Banner, one of the state's largest private

corporations, may take advantage of the Notice of Claim statute to dismiss cases, after Banner purchased University Physicians, is a question of first impression that has state-wide importance. Out of necessity, plaintiffs file a separate statement of facts that complies with Rule 56(c)(3) and also object to defendants' factual statements in the motion. However, because of the importance of the factual questions presented, this Court should deny the motion simply because of defendants' blatant disregard for the process required by Rule 56.

3. The motion admits that the hospital defendant, Defendant BANNER UNIVERSITY MEDICAL CENTER TUCSON CAMPUS, LLC, an Arizona Corporation dba BANNER UNIVERSITY MEDICAL CENTER TUCSON ("Defendant Banner UMC") is not a state entity. The motion should be denied as to this defendant for this reason.

4. On the substance of defendants' motion, defendants' "evidence," presented with no foundation whatsoever, fails to show that the physician defendants are state employees. In fact, plaintiffs' present evidence showing that once Banner purchased University Physicians Healthcare, Inc., the physicians' clinical practices were exclusively controlled by a private entity, Banner University Medical Group ("BUMG"). For this reason, the motion should be denied.

5. In the alternative, the Court should grant relief under Ariz. R. Civ. Proc. 56(d) so that plaintiffs may conduct the necessary discovery to provide the Court with the full facts regarding agency and who controls the conduct of the moving defendants. Plaintiffs today separately file a Request For Rule 56(d) Relief And For Expedited Hearing as required by Rule 56(d).

Plaintiffs' Response is supported by the Memorandum of Points and Authorities attached, by Plaintiffs' Request For Rule 56(d) Relief And For Expedited Hearing, filed today, by Plaintiffs' Separate Statement of Facts, filed today, by Plaintiffs' Complaint and by such oral argument as this Court allows.

RESPECTFULLY SUBMITTED this 22nd day of January, 2018.

LAW OFFICE OF ARLAN A. COHEN

By: JMS for
Arlan A. Cohen

RUDD MEDIATION

By: JMS for
Lawrence Rudd

LAW OFFICE OF JOJENE MILLS, P.C.

By: JMills
JoJene Mills

Attorneys for Plaintiffs

MEMORANDUM OF POINTS AND AUTHORITIES

This is a wrongful death medical malpractice action, brought by Jeremy and Kimberly Harris, the parents of a 14-month old child, Connor Harris. Connor was emergently transferred from Mt. Graham Medical Center, a hospital in Safford, by an emergency physician there who strongly suspected Connor needed emergency surgery. Connor died because of the failure of multiple defendants to diagnose and treat a remediable bowel obstruction during Connor Harris' emergency hospitalization at Banner

University Medical Hospital-Tucson, on October 23 and 24, 2015. (Plaintiffs' Separate Statement of Facts ("Pf SOF") ¶1)

I. DEFENDANTS' MOTION FOR RELIEF UNDER ARIZ. R. CIV. PROC. 12(b)(6) SHOULD BE DENIED.

The moving defendants claim they are state employees and are therefore entitled to the benefits of the one-year statute of limitations under A.R.S. §12-821 and the requirement for a Notice of Claim under A.R.S. §12-821.01. Since defendants seek the benefits of these statutes, the burden is on the defendants to show the statutes apply. *Harvest v. Craig*, 195 Ariz. 521, 524, ¶ 15, 990 P.2d 1080, 1083 (App. 1999). They have failed to do so.

A motion under Rule 12(b)(6) is disfavored. *Gatecliff v. Great Republic Life Ins. Co.*, 154 Ariz. 502, 508, 744 P.2d 29, 35 (App. 1987). Therefore,

> When a complaint is the target of a rule 12(b)(6) motion, the court must assume the truth of all of the complaint's material allegations, accord the plaintiffs the benefit of all inferences which the complaint can reasonably support, and deny the motion unless certain that plaintiffs can prove no set of facts which will entitle them to relief upon their stated claims.

Id. Plaintiffs alleged in their complaint that defendants were not state employees. Complaint, filed 9/21/17, ¶¶6-24.

To contradict these allegations, defendants offer Exhibits A and B, documents that purport to be faculty appointments of Defendants Desosky, Olson and Gopalakrishnan and Resident Agreements of Defendants Lawson, Hartenstein, Teran, Anderson, Camarena and Mathew. (Exhibit C is said to be documents printed off the Arizona Medical Board website. There is no Exhibit C attached to defendants' motion.) First, because defendants have failed to provide any foundation for these documents, they are hearsay and lack any other necessary foundation to be properly considered record evidence.

In addition, defendants provide no evidence by any person with knowledge about what defendants' duties were for these *academic* appointments. The documents do not state what duties are required by the appointments. In other words, these documents do not in any way eliminate the allegations of plaintiffs' complaint that *at the time they were negligent*, the defendants were not employed by the state, but were employed by the Banner entities, which are private corporations. *See, e.g., Gatecliff, id.*, in which documents presented by the defendant were theoretically compatible with the allegations of the complaint.

However, more fundamentally, Exhibits A and B to defendants' motions are documents outside the pleadings, eliminating the application of Rule 12(b)(6). Defendants misuse the holding in *Strategic Dev. & Const., Inc. v. 7th & Roosevelt Partners, LLC*, 224 Ariz. 60, 63, ¶ 10, 226 P.3d 1046, 1049 (App. 2010), which concerns, "A Rule 12(b)(6) motion that refers to a contract or other document *attached to the complaint....*" *Id.* (Emphasis added.) These documents were not attached to plaintiffs' complaint.

Rule 12 requires that if

> matters outside the pleading are presented to and not excluded by the court, the motion shall be treated as one for summary judgment and disposed of as provided in Rule 56, and all parties shall be given reasonable opportunity to present all material made pertinent to such a motion by Rule 56.

"Arizona courts have consistently acknowledged and enforced these requirements." *Gatecliff, id.* citing *Allison v. State*, 101 Ariz. 418, 420 P.2d 289 (1966) and *Chandler v. Coughlin*, 763 F.2d 110 (2d Cir.1985).

Because defendants' exhibits are not matters that can be considered properly in a Rule 12(b)(6) context, this Court should deny defendants' motion to dismiss.

II. DEFENDANTS' MOTION FOR SUMMARY JUDGMENT SHOULD BE DENIED FOR FAILURE TO COMPLY WITH ARIZ. R. CIV. PROC. 56(c)(3)(A).

Rule 12(b)(6) acknowledges "The opposing party's right under Rule 12(b)(6) to 'reasonable opportunity to present all material made pertinent to such a motion by Rule 56....'" *Gatecliff, id.* This is undoubtedly a nod to the very careful procedural requirements of Rule 56(c) that create the case's record evidence, including the requirement for a separate statement of facts, in concise, numbered paragraphs, with citation to "the specific part of the record where support for each fact may be found." Perhaps, as the state's largest corporate employer, Banner arrogantly assumes that such procedural rules do not apply to it. Instead, it makes many factual statements in its motion that misstate its documents or are conclusory statements that are not supported by the meager "evidence" it relies upon to escape responsibility for the death of plaintiffs' child. In other words, Banner seeks to deny the Harris family's rights under Rule 56.

Because defendants' motion can only be seen as a motion under Rule 56 and because defendants have failed to meet the requirements of Ariz. R. Civ. Proc. 56(c)(3)(A), this Court should deny the motion without further consideration.

III. DEFENDANTS' MOTION FOR SUMMARY JUDGMENT AS TO DEFENDANT BANNER UNIVERSITY MEDICAL CENTER TUCSON CAMPUS, LLC, AN ARIZONA CORPORATION DBA BANNER UNIVERSITY MEDICAL CENTER TUCSON ("DEFENDANT BANNER UMC") SHOULD BE DENIED.

Defendants admit that Banner UMC is a private corporation. Motion, p. 9, line 3, yet defendants seek dismissal of Banner UMC. Plaintiffs' complaint alleges direct negligence by Banner UMC, through its employees, not limited to the physicians. Complaint, ¶56-57. Specific facts are alleged that show negligent hospital procedures,

staffing and/ or supervision. See, e.g., ¶¶93-94, 98-99, 102, 110, 131. Defendants provide no factual or legal argument why Banner UMC, an admittedly private corporation, should be dismissed for lack of compliance with A.R.S. §12-821 or 821.01.

In addition, plaintiffs have alleged that the physicians at BUMCT were ostensible agents of the hospital. Complaint, ¶57, 63. The elements of apparent agency in Arizona were set forth in *Reed v. Gershweir*, 160 Ariz. 203, 772 P.2d 26 (App.1989). The court considered whether a substitute obstetrician was an ostensible agent for the patient's regular doctor. The court explained,

> An apparent or ostensible agent is one where the principal has intentionally or inadvertently induced third persons to believe that such a person was his agent although no actual or express authority was conferred on him as agent.

160 Ariz. at 28, 772 P.2d at 28, citing *Gulf Insurance Company v. Grisham*, 126 Ariz. 123, 613 P.2d 283 (1980). There is a genuine issue of fact over whether the private hospital, BUMCT, held out the defendant physicians as ostensible agents, so as to bring patients to the hospital. Defendants utterly fail to address this claim.

For these reasons, the motion should be denied with regard to Defendant Banner University Medical Center Tucson Campus, LLC, An Arizona Corporation Dba Banner University Medical Center Tucson

IV. DEFENDANTS' MOTION FOR SUMMARY JUDGMENT AS TO THE PHYSICIAN DEFENDANTS SHOULD BE DENIED.

Defendants admit that Banner University Medical Group ("BUMG") is a private corporation. (Motion, p. 9, l. 3) Plaintiffs' Statement of Facts show that after Banner acquired UAHN, no matter how the parties labeled the relationships, BUMG retained all control over the clinical practice of medicine and the University had no control over the

clinical practice. (Pf SOF ¶5) Since the moving defendant physicians were acting as employees of a non-state entity when the malpracticed, A.R.S. §§12-821 and 12-821.01 do not apply.

Generally, whether agency exists is a question of fact. It is only when the material facts are not in dispute, the existence of such a relationship is a question of law for the court to decide. *Ruesga v. Kindred Nursing Ctrs., L.L.C.,* 215 Ariz. 589, ¶ 21, 161 P.3d 1253, 1260 (App.2007); *Goodman v. Physical Res. Eng'g, Inc.*, 229 Ariz. 25, 29, 270 P.3d 852, 856 (Ct. App. 2011).

Even if the documents defendants attach to their motion were allowable as evidence, these documents tell us nothing about what entity really controlled the clinical activities of the physicians at the private hospital, BUMCT. The faculty appointment says absolutely nothing about the physician's duties. This appointment really only has to do with the individual's academic pursuits—teaching, researching and publishing. (See, e.g. Pf SOF Ex. 2, ¶5, "The terms and conditions associated with your academic (teaching and research) activities will continue to be governed by your prior University offer letter....") As for every aspect of providing clinical care, this was governed by BUMG. While there may have been some financial, tax or pension benefit to calling the physicians employees of the University in name only, this document makes it crystal clear that Banner was controlling the practice of medicine.

Agency arises when "one person (a 'principal') manifests assent to another person (an 'agent') that the agent shall act on the principal's behalf and subject to the principal's control, and the agent manifests assent or otherwise consents so to act." *Ruesga v. Kindred*

Nursing Centers, L.L.C., 215 Ariz. 589, 597, ¶28, 161 P.3d 1253,1261 (App.2007)(citing Restatement (Third) of Agency§ 1.01 (2006)). An express agency is created when the principal delegates authority to the agent by oral or written words that authorize the agent to do a certain act or series of acts. *Canyon State Canners v. Hooks*, 74 Ariz. 70, 72, 243 P.2d 1023, 1024 (1952). Alternatively, an agency relationship may be implied when the parties' words and conduct, and the circumstances of the particular case, indicate at least an implied intent to create an agency. *Canyon State Canners*, 74 Ariz. at 73, 243 P.2d at 1024.

Whatever form of staffing arrangement it may have, a corporation acts through and is responsible for the conduct of its agents, including physicians, acting on its behalf. *Beeck v. Tucson General Hospital*, 18 Ariz. App. 165, 169, 500 P.2d 1153,1157 (1972). Cases finding that physicians were actual employees of hospitals are right on point in determining that the moving defendant physicians were NOT agents of the University when providing clinical care, but were agents of the non-state BUMG.

In *Beeck*, the hospital was held liable as a matter of law for the negligence of a radiologist selected for the plaintiff patient by the hospital. Plaintiff was injured during a flouroscopic examination by Dr. Rente at Tucson General Hospital. Dr. Rente and his partner contracted to provide radiology services to the hospital and were paid a percentage of radiology revenues. They were the only radiologists authorized to perform x-ray work for the department. The hospital had "placed the 'hospital radiologists' in the position of exclusive radiologists for the hospital." *Beeck*, 18 Ariz. App. at 170, 500 P.2d at 1158. The hospital owned the equipment, bought the supplies and provided the technicians who

assisted the radiologists. As the court noted, "Any choice by Mrs. Beeck was eliminated. The hospital had chosen for her." *Id.* The court further noted:

> The radiology services were obviously furnished under the auspices of Tucson General. Clearly the hospital could regulate operation of its x-ray department to the extent of requiring that the descent-arresting stop be in place before undertaking the type of procedure in question here. Checklists are commonly used in operating complicated equipment. Furthermore, it is well known that hospitals undertake control of the highly technical service with which they deal through overseeing boards and supervisors and peer group mechanisms of various types.

Id., *citing Purcell v. Zimbelman*, 18 Ariz. App. 75, 500 P.2d 335 (1972); A.R.S. ¶ 36-445 (requiring hospitals to establish committees of staff physicians to undertake peer review to reduce morbidity and mortality and improve patient care in the hospital).

The *Beeck* court held Tucson General liable for the conduct of its staff radiologist, finding that he was a hospital employee (notwithstanding a contract relationship) as a matter of law:

> Mrs. Beeck was given no choice respecting the radiologist who would perform the x-rays, the choice was completely the hospital's. Further, the hospital had the right to control the standards of performance of this chosen radiologist. The radiologist was employed by the hospital for an extended period of time (five years) to perform a service which was an inherent function of the hospital, a function without which the hospital could not properly achieve its purpose. All facilities and instrumentalities were provided by the hospital together with all administrative services for the radiology department.

Beeck, 18 Ariz. App. at 170, 500 P.2d at 1158.

In *Gregg v. National Medical Health Care Services, Inc.,* the court reversed summary judgment in favor of the defendant hospital, ruling that there was a jury question about whether the hospital's management company could be liable for the negligence of a cardiologist with staff privileges at the hospital. 145 Ariz. 51, 699 P.2d 925 (App. 1985).

In *Gregg*, the decedent went to Gila General Hospital's emergency room complaining of chest pain, nausea and vomiting. The ER doctor diagnosed a possible heart attack and admitted the patient to intensive care. The patient's family practitioner (who had staff privileges) asked a cardiologist from Tucson (who also had staff privileges) to consult on the case. Over the next few days, the cardiologist examined the patient and read and interpreted his EKGs, concluding that it was unlikely that the patient had had a heart attack. The patient was discharged home and, a few days later, died of a massive heart attack. The surviving plaintiff alleged that the hospital was vicariously liable for the negligence of the cardiologist.

Normally, a doctor selected and called for a consult *by the patient's physician* is *not* an agent of the hospital. However, because the hospital had contracted with the cardiologist to provide consulting services and he had been providing consulting services to the hospital once a week for several years, the court concluded that, "This cardiac consultant service was furnished by the hospital through Dr. Forte." 145 Ariz. at 55, 699 P.2d at 929. Accordingly, the trial court improperly granted summary judgment for the hospital, since the cardiologist might be a part-time employee and actual agent of the hospital. *Id.*

Under these authorities, it is clear that a private entity, BUMG, not the State of Arizona, controlled every aspect of the clinical services provided by the physicians (residents and attendings) caring for Connor Harris. Defendants have not only failed to show that there is no genuine issue of fact concerning this relationship, the reality is that later, after all the facts are known, this Court will likely find as a matter of law that the

negligent physicians were agents of BUMG and/or BUMCT. For now, defendants' motion for summary judgment should be denied.

V. PLAINTIFFS' REQUEST FOR RULE 56(d) RELIEF SHOULD BE GRANTED.

As we have stated, the question before this Court in this case, of the application of the special favors granted to the State of Arizona in §§12-821 and 12-821.01 to Banner physicians is a question of first impression that is of state-wide concern. This is a question that should only be decided after full discovery of all the relevant facts that Arizona law considers. If the Court is not inclined to deny defendants' motion, then this Court should grant the relief that plaintiffs seek in a separate motion under Ariz. R. Civ. Proc. 56(d).

RESPECTFULLY SUBMITTED this 22nd day of January, 2018.

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RUDD MEDIATION

By: _____
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Original electronically filed on
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ARIZONA SUPERIOR COURT, PIMA COUNTY

HON. RICHARD E GORDON

CASE NO. C20174589

DATE: March 13, 2018

JEREMY HARRIS, et al.,
Plaintiffs

VS.

BANNER UNIVERSITY MEDICAL CENTER
TUCSON CAMPUS LLC, et al.,
Defendants

R U L I N G

IN CHAMBERS UNDER ADVISEMENT RULING

Pending before the Court is Defendants' December 13, 2017, Motion to Dismiss on Behalf of Banner-University Medical Center Tucson Campus, LLC, et al., or alternatively, Motion for Summary Judgment, and Plaintiffs' January 22, 2018, Request for Rule 56(d) Relief. The Court held a hearing on March 12, 2018, and took the matter under advisement. For the following reasons, the Court will deny the Motion to Dismiss/Motion for Summary Judgment without prejudice and grant the Request for Rule 56(a) Relief.

A. Background

Plaintiffs have sued the moving Defendants/medical providers who treated their 14-month-old son (who died allegedly because of their care) at Banner University Medical Center ("Banner") in October 2015. The lawsuit was filed on September 21, 2017, and no discovery has yet taken place. Defendants seek summary dismissal of the claims made against them based on Plaintiffs' uncontested failure to comply with A.R.S. § 12-821.01.

B. Analysis

Under Arizona law, before a lawsuit can proceed against a public employee, the plaintiff must file and serve a "claim" within defined periods of time:

Mary Dimond
Judicial Administrative Assistant

> Persons who have claims against a public entity, public school or a public employee shall file claims with the person or persons authorized to accept service for the public entity, public school or public employee as set forth in the Arizona rules of civil procedure within one hundred eighty days after the cause of action accrues. The claim shall contain facts sufficient to permit the public entity, public school or public employee to understand the basis on which liability is claimed. The claim shall also contain a specific amount for which the claim can be settled and the facts supporting that amount. Any claim that is not filed within one hundred eighty days after the cause of action accrues is barred and no action may be maintained thereon.

A.R.S. § 12-821.01(A). Failure to comply with this statute bars a lawsuit against the public employee. *Falcon ex rel. Sandoval v. Maricopa County*, 213 Ariz. 525, 527, ¶ 10, 144 P.3d 1254, 1256 (2006).

Defendants argue that they were public employees at the time of the care at issue and have attached their employment contracts with the University of Arizona College of Medicine which show this. Thus, according to Defendants, a claim pursuant to A.R.S. § 12-821.01 should have been served on them and, because it is uncontested that this was never done, dismissal or summary judgment is required.

Plaintiffs argue that these Defendants were not public employees – or more precisely – they were not acting in such a capacity when the care at issue was rendered. *See Villasenor v. Evans*, 241 Ariz. 300, 303, ¶ 15, 386 P.3d 1273, 1276 (App. 2016) ("§ 12–821.01 applies only to claims against public employees that arise from conduct within the scope of their public employment"). Plaintiffs contend that other contracts or evidence might legitimately undermine Defendants' argument that they were working as public employees, and Plaintiffs have produced unrelated contracts showing that different types of employment relationships exist at Banner connected to the University of Arizona College of Medicine providers. Thus, according to Plaintiffs, summary judgment should be denied or at least postponed.

Although overlap appears inevitable, it is difficult to conceive that of any of the alleged (mis)treatment could fall wholly outside the scope of Defendants' public employment at the University of Arizona College of Medicine. Course and scope case law, however, is intensively factual. *See Higginbotham v. AN Motors of Scottsdale*, 228 Ariz. 550, 552, ¶ 5, 269 P.3d 726, 728 (App. 2012). Because Plaintiffs have had no opportunity

to explore the contours of Defendants' employment relationship with Banner and the University of Arizona College of Medicine, and given the complexity of the subject matter, additional time to do so is appropriate. *See Simon v. Safeway, Inc.*, 217 Ariz. 330, 333, ¶ 6, 173 P.3d 1031, 1034 (App. 2007) (Rule 56([d]) is designed to allow "a diligent party [to be] given a reasonable opportunity to prepare his case"). The Court thus will deny Defendants' Motion to Dismiss/Motion for Summary Judgment without prejudice, and grant Plaintiffs' Request for Rule 56(d) relief and allow counsel to conduct discovery on the applicability of A.R.S. § 12-821.01 as to the moving Defendants.

C. Conclusion

Accordingly,

IT IS ORDERED DENYING without prejudice Defendants' December 13, 2017, Motion to Dismiss on Behalf of Banner-University Medical Center Tucson Campus, LLC et al., or alternatively, Motion for Summary Judgment; Defendants may refile the Motion following discovery on the issue.

IT IS FURTHER ORDERED GRANTING Plaintiffs' January 22, 2018, Request for Rule 56(d) Relief to allow Plaintiffs to conduct discovery on the applicability of A.R.S. § 12-821.01 as to the moving Defendants.

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Kathleen M. Rogers, Esq.
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Clerk of Court - Under Advisement Clerk

Mary Dimond
Judicial Administrative Assistant

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IN THE SUPERIOR COURT FOR THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF PIMA

JEREMY AND KIMBERLY HARRIS Plaintiffs, vs. BANNER UNIVERSITY MEDICAL CENTER TUCSON CAMPUS, LLC, an Arizona Corporation dba BANNER UNIVERSITY MEDICAL CENTER TUCSON; GEETHA GOPALAKRISHNAN, M.D.; MARIE L. OLSON, M.D.; EMILY NICOLE LAWSON, D.O.; PARVANA AMELIA	)	NO. C20174589 **PLAINTIFFS' MOTION FOR PARTIAL SUMMARY JUDGMENT REGARDING THE INAPPLICABILITY OF THE NOTICE OF CLAIMS REQUIREMENT, A.R.S. §12-821.01 AND ONE-YEAR STATUTE OF LIMITATIONS, A.R.S. §§12-821** **ORAL ARGUMENT REQUESTED**

HARTENSTEIN, M.D.; MARCOS ANDRES TERAN, M.D.; JEFF C. HOEHNER, M.D.; DEMITRIO J. CAMARENA, M.D.; PRAKASH JOEL MATHEW, M.D.; JASON THOMAS ANDERSON, M.D.; SARAH MOHAMED DESOKY, M.D.; ARIZONA PEDIATRIC SURGERY AND UROLOGY, LTD; BANNER HEALTH; BANNER UNIVERSITY MEDICAL GROUP, ; JOHN AND JANE DOES 1 THROUGH 50; ABC PARTNERSHIPS 1-5; AND XYZ CORPORATIONS 1-5, Defendants	)	**ASSIGNED TO: Hon. Richard E. Gordon**

Plaintiffs request that the Court enter an order under Ariz. R. Civ. Proc. 56(d) holding that A.R.S.§§12-821 and 12-821.01 are inapplicable to any defendant in this lawsuit. Defendants have the burden of proving that the Notice of Claim and government statute of limitations apply to the physicians in this case. However, discovery has revealed the opposite: that as a matter of law, there is no legal basis to apply these statutes in this case.

Uncontroverted, admissible evidence establishes the following:

1) Three months prior to the malpractice at issue, on July 1, 2015, Banner Health and its subsidiaries, all non-governmental entities, assumed <u>all</u> liability for medical malpractice claims issuing out of clinical care rendered at Banner University Medical Center Tucson (B-UMCT), including that of the named faculty defendants. In other words, on the date of this malpractice, no government entity had any risk, in any form, for medical malpractice by any physician, resident or attending, at B-UMCT.

2) According to Kathy Bollinger, President of Medical Operations for Banner, the plan for the acquisition was that the attending physicians and residents would *temporarily* be University employees *in name only*, solely for pension and tenure issues, then would shortly be recast formally as Banner employees.

3) Regardless of this temporary employment designation, at the time of Banner's takeover of UMC, UPH, UAHN, etc., in February 2015, the State of Arizona relinquished to Banner Health absolute control over <u>all</u> aspects of clinical care rendered by all faculty members and residents while practicing at B-UMCT. This, along with Banner's provision of all of the physical and ancillary equipment and personnel needed for clinical performance, made these defendants' clinical care solely within the scope of employment with Banner under Arizona law, when they rendered the clinical care that permitted Connor Harris, plaintiffs' decedent, to die. Employees of non-governmental entities, acting within the scope that employment, are not entitled to the benefits of A.R.S. §§12-821 or 12-821.01.

With these facts revealed, we see that the effort of this large, private corporation to evade civil responsibility for its employees' negligence by trying to claim they were government employees while rendering clinical care at B-UMCT is an egregious overreach.

For these reasons and based upon the Memorandum of Points and Authorities attached, the Statement of Facts filed today, the existing court record and such oral

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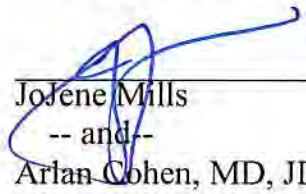
argument as this Court may hear, this Court should order that neither A.R.S. §§12-821 nor 12-821.01 apply to any defendant in this case.

DATED this 31st day of October, 2018.

LAW OFFICE OF JOJENE MILLS, P.C.



JoJene Mills
-- and--
Arlan Cohen, MD, JD
Law Office of Arlan A. Cohen
Lawrence Rudd, MD, JD
Rudd Mediation
Attorney for Plaintiffs

MEMORANDUM OF POINTS AND AUTHORITIES

I. FACTS

Discovery has revealed two sets of facts, each of which make the statutes of limitation set out in A.R.S . §§12-821 and12-821.01 inapplicable to this case.

1. As of July 1, 2015, the terms of the Banner takeover eliminated any exposure of any governmental entity to liability for malpractice committed by faculty during the rendition of patient care at Banner University Medical Center, including the lethal care they rendered to plaintiff's decedent.

Unqualified assumption by Banner of all legal responsibility for medical malpractice liability, arising out of any clinical care at B-UMCT after July 1, 2015, is documented by the defendants' responses to Requests for Admissions ##1-4 (Pf SOF ¶5); the appended declaration of Michele Tomas, Senior Claims Adjuster in the risk management division of the Arizona Department of Administration (Pf SOF ¶ 12); the deposition testimony of the Chief Risk Manager for the University of Arizona, Steven C. Holland (Pf SOF ¶¶13-16);

the explicit assumption of all malpractice liability by Banner set forth in two affiliation agreements with ABOR (Pf SOF ¶7-10); the permanent ending of a decades-long arrangement by which the University of Arizona assumed a share of the costs/risks of malpractice claims filed against faculty members (Pf SOF ¶11); the withdrawal of ABOR from previously joint committees dealing with such claims (Pf SOF ¶15); letters from the University of Arizona to its faculty, informing them of Banner's assumption of all legal liability for claims related to *clinical care at B-UMCT* (Pf SOF ¶18) ; the assertion of Banner's responsibility for malpractice coverage in new offers of employment by the University (Pf SOF ¶17); the assertion in applications for renewal of privileges of full and sole insurance coverage by Banner (Pf SOF ¶19); and the assertion by the Chief Risk Manager for UA that since July 1, 2015, no State entity has paid or budgeted any money for malpractice claims related to clinical care provided at B-UMCT after 7/1/15 .(Pf SOF ¶16).

2. With the 2/28/15 takeover, Banner Health assumed ownership of all medical practices formerly part of University of Arizona Health Network (UAHN), and through its Affiliation Agreements gained control over *every aspect* of residents and faculty rendering patient care at B-UMCT. This plenary control of clinical care meets every statutory and case law standard of actual employment or agency.

Discovery has shown that Banner's acquisition of UMC, UPH and related entities accomplished a purpose that is consistent with Banner's assumption of all liability for medical malpractice at B-UMCT: Banner assumed complete control of the delivery of patient care at B-UMCT, through B-UMG, by agreeing to provide all clinical care. (Pf SOF ¶¶ 20-22, 29) Banner provided this clinical care either with B-UMG-employed physicians or University-employed physicians who were obliged to work for B-UMG and

for whose services, Banner paid the University. (Pf SOF ¶¶23-24) The acquisition plan contemplated that physicians would *temporarily* be employees of the University, but only because of pension, tenure and titles. This temporary designation had nothing to do with clinical care. (Pf SOF ¶23)

As of February 2015 (before Connor Harris' care), under the takeover's Agreements, Banner Health, itself or through B-UMG's CEO or B-UMCT, controlled every aspect of the physician's delivery of clinical care. Kathy Bollinger, the President of the Banner Medical Division in 2015, testified that with regard to "virtually everything that—every aspect of medical care, both the rendering of it, the regulation of it, the disciplining of it through Banner and its entities was exactly the same whether a physician was called a university employee or was called a Banner University Medical Group employee, people were treated exactly the same...as it relate[d] to clinical practice." (Pf SOF ¶30) University-employed physicians were explicitly required to "engage in the provision of Clinical Effort in a manner that (a) meets the clinical and performance standards established by B-UMG and (b) conforms with B-UMG's bylaws, policies, procedures, rules and regulations...with respect to the delivery of such clinical services and conduct at BH facilities." (Pf SOF ¶27)

In addition to controlling the physicians' practice with rules, regulations, policies and procedures (Pf SOF ¶30, 37), Banner could alone and <u>without recourse</u> by the University, determine which physicians may see patients at B-UMCT and which may not; which patients the designated physicians may care for; what the work schedule (number of hours and timing of shifts) of those "permitted" physicians will be; what the salary of these

physicians will be; what productivity requirements these physicians must meet, on penalty of removal from clinical activities; precisely how specific hospital notes must be written; what record-keeping rules must be followed; how quickly notes must be prepared; how the physicians must conduct themselves personally with patients and colleagues; whether or not a physician must enter a rehab program or a "corrections of practice" program based solely on B-UMG assessment of whether they are rendering substandard care, and when he is "fit to return to patient care;" require compliance not only with all rules and regulations, policies and procedures of B-UMCT, but also those of the private Banner Physician organization, B-UMG (Pf SOF ¶¶32-46); and as of 2020, Banner may abolish the residency program altogether (Pf SOF ¶40,).

Although the UA participates in an Academic Management Counsel, the AMC is structured to prevent the University from having any power to modify decisions made by the CEO of B-UMG. For all matters set forth above, the CEO may make decisions subject only to overruling by the AMC, which is impossible unless the Banner members of AMC themselves vote to overrule the Banner CEO (Pf SOF ¶¶48-50.

The classical indices of agency/employment by Banner for faculty rendering clinical care at B-UMCT are all present. Banner provides all of the physical facilities when physicians work at B-UMCT; all equipment used for patient care; all ancillary personnel (nurses, operating room personnel, technicians); all ancillary services (radiology, lab, social services, operating room); and the provision of malpractice, worker's comp and general liability insurance, still related *only* to *clinical care* at B-UMCT (Pf SOF¶¶58-60).

Banner pays the University for these clinical services, and the University then issues the ultimate paychecks. However, as set out in advisory fashion in the Worker's Compensation statute, A.R.S.§23-902, in this situation, these hired physicians are Banner employees while rendering clinical care at B-UMCT. The bottom line is this: if the CEO of B-UMG decides that a faculty physician will not work at B-UMCT, that physician does not work or get paid. (Pf SOF¶35).

Banner implemented its global professional and personal control as follows:

-Regarding malpractice insurance(Pf SOF ¶¶8-10):

-Banner decided what malpractice company would cover faculty members caring for patients at B-UMCT

-Banner decided how much malpractice insurance would be bought;

-Banner paid for the insurance entirely on its own; and

-Banner assumed full responsibility for any excess verdicts through a further 'hold harmless' agreement. (Pf SOF ¶¶8);

-Banner had the right to demote faculty clinicians (Pf SOF ¶32);

-Banner did all the billing for any faculty physician's work at B-UMCT, in its own name and using its own billing number, not the physician's (Pf SOF ¶52);

-Banner *collected* all billings for physicians' work at B-UMCT; (Pf SOF ¶53);

-Banner *owned* all monies collected for the physician's work (Pf SOF ¶54);

-Banner directly contracted with patients for services at B-UMCT, the "customers" (patients) having *no* independent contract with a physician or UA (Pf SOF ¶55);

-Banner's CEO determined what any faculty member's work *schedule* would be and which patients any faculty member could or could not treat; (Pf SOF ¶¶33,);

-Banner's CEO could diminish or extinguish any faculty members *work hours* at B-UMCT, even to zero (Pf SOF ¶35);

- The CEO of B-UMG and BH had the power to set the payment schedule for the work done for clinical services. (Pf SOF ¶35);

-Banner's CEO had the right to require a faculty member to enter a rehab or "corrective action" program (Pf SOF ¶38); the right then to determine when and if the faculty member was "fit to return to patient care at B-UMCT"; (Pf SOF¶39);

-Banner's CEO could impose mandatory productivity standards (Pf SOF ¶36);

-Banner required, on penalty of dismissal, compliance with its specific instructions on <u>how</u> to practice medicine: how all medical records had to be produced, for admissions, progress notes, discharges notes, among others (Pf SOF ¶41);

-Banner imposed specific CEO-defined standards of *personal conduct* in the physicians for their work at B-UMCT (Pf SOF ¶42);

-Banner required physicians' attendance at Banner-selected courses and required what immunizations the physicians would have; (Pf SOF ¶44);

-Banner used the practices of all physicians formerly in UAHN working at B-UMCT ***<u>as collateral for Banner bond issues,</u>*** asserting in the prospectus that Banner had "acquired" these practices, using them as "property" to secure loans. (Pf SOF ¶ 57);

-Banner CEO was the "final arbiter" of all faculty disputes at B-UMCT (Pf SOF ¶56)

-Membership in B-UMG and compliance with its rules and regulations was a requirement of faculty membership at UA (Pf SOF ¶¶28-29)

As Kathy Bollinger testified, Banner "took substantial control" over how faculty physicians practiced Medicine at B-UMCT (Pf SOF ¶43). This degree of control made the faculty defendants employees of Banner while giving clinical care at B-UMCT, as argued below.

II. ARGUMENT

A. **The Defendants Carry The Burden Of Proof On The Application Of These Statutes**.

A personal injury claim against a private person or entity is governed by the two-year statute of limitations. A.R.S.§12–542. However, a one-year limitations period applies to claims against public entities and public employees. A.R.S. §12–821. Application of the statute of limitations is an affirmative defense and therefore, the defendants here have the burden of showing that §12-821 applies to these claims. *Dube v. Desai*, 218 Ariz. 362, 366, ¶ 12, 186 P.3d 587, 591 (App. 2008). As for the special government provisions of the Notice of Claim Statute, A.R.S. §12-821.01, since the defendants claim the benefit of this statute, the defendants again carry the burden of proving that the statute applies to them. *See e.g.*, *Aranda v. Cardenas*, 215 Ariz. 210, 216, ¶20, 1509 P.2d 76, 82 (App. 2007), *Harvest v. Craig*, 195 Ariz. 521, 524, ¶15, 990 P.2d 1080, 1083 (App. 1999).

Generally, whether agency exists is a question of fact. However, when the material facts are not in dispute, the existence of such a relationship is a question of law the court

may properly choose to decide. *Ruesga v. Kindred Nursing Ctrs., L.L.C.,* 215 Ariz. 589, ¶ 21, 161 P.3d 1253, 1260 (App.2007); *Goodman v. Physical Res. Eng'g, Inc.*, 229 Ariz. 25, 29, 270 P.3d 852, 856 (Ct. App. 2011).

B. <u>The Total Absence Of Financial Risk For Negligent Medical Care Rendered At B-UMCT For Any State Entity Or Its Employees, Effectuated Through Banner's Assumption Of All Such Potential Liability, Makes A.R.S. 12-821 And 12.821.01 Inapplicable To This Case</u>

1. Legislative Intent Must Control How a Statute is Construed and Applied.

The primary and cardinal rules of statutory interpretation are to discern and apply the legislative purpose of the statute in question. This Court must apply statutes in a manner that furthers this legislative intent. *Baker v. Univ. Physicians Healthcare*, 231 Ariz. 379, 383, ¶ 8, 296 P.3d 42, 46 (2013).

> In determining the Legislature's intent in enacting a statute, this Court will look to the policy behind the statute and the evil which it was designed to remedy. *Cohen v. State,* 121 Ariz. 6, 9 588 P.2d 299, 302 (1978), *City of Mesa v. Salt River Project Agr. Imp. & Power District,* 92 Ariz.91, 105, 373 P2d. 722, 732 (1962). Additionally, we will look to the words, contexts, subject matter and effects and consequences of the statute. *State ex re. Flournoy v. Mangum,* 113 Ariz. 151, 152, 548 P.2d 1148,1149 (1976)

Calvert v. Farmers Insurance Company of Arizona, 144 Ariz. 291, 294, 697 P.2d 684, 687(1985). *See also, Martin v. Martin,* 156 Ariz. 452, 457, 752 P.2d 1038,1043 (1988).

2. The Legislative Intent behind A.R.S. §§12-821 and 12-921.01 is clear, and is restricted to financial protection of government entities.

Arizona case law unambiguously shows that the legislative intent of A.R.S. §§12-821 and 821.01is to permit government entities to investigate the claim against it, assess its potential liability, reach an early settlement if appropriate, and budget and plan for potential future liability. There is no paucity of Arizona case law setting out the *reasons*

for A.R.S. §§12-821 and 12-821.01; its "spirit;" the "evils it was intended to prevent;" its exclusive application to *government* entities or employees acting within the scope of *government* employment; and the implied "absurd conclusions" that would result from applying these statutes to shield non-governmental entities or its agents/employees from the same potential liability for tortious harm to which ordinary citizens and corporations are normally exposed. The case law sets out not only the purposes of the law, but the intended limits of its application.

At the Supreme Court level:

*Backus v. State of Arizona,*220 Ariz.101, 104, 203 P.3d 499 (2009):

> These statutory requirements serve several important functions: 'They allow the *public entity* to investigate and assess liability...permit the possibility of settlement prior to litigation and...assist the *public entity* in financial planning and budgeting' (*Deer Valley Unified Sch. Dist No. 97 v. Houser,* 214 Ariz. 293, 295-6,152 P.3d 490, 493 (2007). Our interpretation of the statute at issue, then, must be consistent with both the general intent of the claims statutes and the intent of the specific statute involved. (Emphasis added.)

Falcon v. Maricopa County, 213 Ariz. 525, 527 ¶9, 144 P3d 1254, 1256 (2006):

> The notice of claim requirements in A.R.S. 12-821.01 serve 'to allow the *public entity* to investigate and assess liability, to permit the possibility of settlement prior to litigation, and to assist the *public entity* in financial planning and budgeting. *Martineua v. Maricopa County,* 207 Ariz.332, 335-6, 86 P.3d 912, 915-916 (App.2004). (Emphasis added.)

At the appellate level, space limitations prevent full recitation of identical holdings regarding the purposes of these statutes and the view that the application of these statutes should be limited to effectuating these purposes. The undisputed policy statement asserted in appellate cases, mirroring that of the Arizona Supreme Court, is as follows:

> The purpose of the statute is to provide **the governmental entity** with an opportunity to investigate the claim, assess **its** potential liability, reach a

settlement prior to litigation, budget and plan." (Emphasis added) *Havasupai Tribe of the Havasupai Reservation v. Arizona Board of Regents,* 220 Ariz. 214, 223, 204 ¶28 P.3d 1063,1072 (App.2009).

Virtually identical holdings are set forth in *Pivotal Colorado II, L.L.C. v. Arizona Public Safety Retirement System,* 234 Ariz. 369, 370, ¶5, 322 P.3d 186,187 (App.2014); *Drew v. Prescott Unified School Dist.,* 233 Ariz.522, 524 ¶9, 314 P.3d 1277, 1279 (App.2013); *Vasquez v. State* 220 Ariz. 304, 308, ¶9, 206 P.3d 753,757 (App.2008); *Yollin v. City of Glendale* 219 Ariz. 24, 27-28,¶7 191 P.3d 1040, 1043-44 (App.2008), *Lee v. State,* 215 Ariz. 540, 543, ¶9, 161 P.3d 583, 586 (App. 2007); *Harris v. Cochise Health Systems,* 215 Ariz. 344, 351, ¶25,160 P3d 223, 230 (App. 2007); *Barth v. Cochise County, Arizona,* 213 Ariz. 59, 62 ¶9, 138 P.3d 1186, 1189 (App.2006); *City of Tucson v. Fleischman,* 152 Ariz. 269, 272, 731 P.2d 634, 637 (App. 1986); *Mammo v. State* 138 Ariz. 528, 531, ¶5, 675 P2d 1347, 1350 (App. 1984); and *State v. Brooks,* 23 Ariz. App. 463, 466, 534 P.2d 271, 274 (App.1975)(the last noting that the statute existed "to establish an orderly procedure by which the legislature would be advised of claims in instances where no provision had been made for payment.")

3. **Since this lawsuit created no governmental exposure to financial liability, analysis of legislative intent requires the Court to recognize that A.R.S. §§12-821 and 12-821.01 do not apply.**

As of July 1, 2015, three months before Connor Harris' death, as the declarations and the affiliation agreements in the Statement of Facts set out, and as the testimony of the Chief Risk Manager of the University of Arizona, Steven Holland shows, the exposure of the University of Arizona, the Arizona Board of Regents (ABOR), or any other governmental entity to malpractice liability issuing out of clinical care rendered by faculty

members at B-UMCT was, and remains: zero (Pf SOF ¶16. Mr. Holland knew of no payment by any State entity for claims related to clinical care rendered at B-UMCT after July 1, 2015, or any reason for the State to set aside any funds in prospect of liability; nor did any governmental entity maintain any "self-insured" retention funds for prospective liability. (Pf SOF ¶16.) As of July 1, 2015, all prior "cost or risk" allocation agreements between ABOR and the outside nongovernmental entities, like UPI/UPH or Banner, that had existed since 1996, ended, *with no replacement.* (Pf SOF ¶512-13). University or ABOR committee activity, regarding the analysis or defense of claims against government entities or their employees for clinical work at B-UMCT, ceased (Pf SOF ¶15). All faculty members were informed that their malpractice coverage "for clinical care rendered" would be provided by and only by Banner. (Pf SOF ¶¶18-19)

Finally, and dispositively, B-UMG admitted Requests for Admissions stating 1) that no Arizona governmental entity has any financial exposure to liability in this lawsuit; 2) that all malpractice insurance cited in defendant's disclosure statements was paid for in full by Banner with no allocation agreement to divide responsibility for liability covered by this policy with any State entity (Pf SOF¶6); and 3) this malpractice coverage by Banner was the same whether the defendant was classified as a Banner employee or University Employee. (Pf SOF ¶5). These admissions confirm the clear language of Affiliation Agreement and "Academic And Clinical Services Agreement By And Between The Arizona Board Of Regents On Behalf Of The University Of Arizona And Banner-University Medical Group." Regardless of the determination of employment/agency status of the defendant physicians, they all rendered clinical care to plaintiff's decedent with zero

risk of liability to any government entity because the Affiliation Agreement, §1.19, holds the University harmless for malpractice relating even to negligent supervision of medical trainees and in §§5.1. 1.19,11.21 and 1.2.1, for malpractice committed by these trainees (Pf SOF ¶8). Compare this with the evidence that the City of Flagstaff paid for the defendant's defense in *Villasenor v. Evans*, 241 Ariz. 300, 302, ¶ 6, 386 P.3d 1273, 1275 (App. 2016).

Given the absence of any actual or even potential liability assessable against any government entity for the negligent clinical care rendered to Connor Harris, application of A.R. S 12-821 and 12-821.01 to bar any portion of this lawsuit would not only apply these statutes in the absence of their intended purpose but would apply the statutes to bring about protections against liability that no legislature ever intended a private non-governmental entity to have. Plaintiffs respectfully assert that applying statutes designed to give governmental entities or their employees protections from liability when no such potential liability exists would be precisely the type of "absurd result" that application of the accepted principles of statutory interpretation are meant to prevent.

C. During The Rendering Of Clinical Care At B-UMCT, The Named Faculty And Resident Physician Defendants Were Solely Employees Of Banner, Acting Within the Scope of Banner Employment. These Same Physicians Were Also Employees Of The University Of Arizona, But Only and Exclusively To Protect Their University Benefits. Providing Clinical Care was OUTSIDE The Scope of University Employment. A.R.S. §§12-821 And 12-821.01 Do Not Apply To Employees Of A Non-Public Entity.

1. The question for the court is not "who was the Employer;" a worker may have dual or multiple employers. The dispositive question is, "Within which employer's 'Scope of Employment' were the defendants engaged in when the asserted tortious acts occurred?"

In determining whether A.R.S. §§12-821 and 12-821.01 apply to plaintiffs' claims against the defendants in this case, this Court must find that defendants have carried their burden of proof to show that when the physician defendants were caring for Connor Harris, they were acting as public employees, within the scope of their employment with the State of Arizona. "In *McCloud v. State*, 217 Ariz. 82, ¶ 25, 170 P.3d 691, 699 (App.2007), we noted that §12–821.01 has consistently been applied only to claims arising out of acts by public employees in the scope of their employment." *Dube v. Desai*, 218 Ariz. 362, 365, ¶ 11-12, 186 P.3d 587, 590 (App. 2008). This Court must apply statutes in a manner that furthers this legislative intent. *Baker v. Univ. Physicians Healthcare*, 231 Ariz. 379, 383, ¶ 8, 296 P.3d 42, 46 (2013). Interpreting §§12-821 and 12-821.01 "to apply to claims against a public employee who was not acting in the scope of his or her employment at the time of the actionable event would be contrary to the legislature's intent and inconsistent with the interpretation of related statutes." *McCloud v. State, Ariz. Dept. of Pub. Safety*, 217 Ariz. 82, 90, ¶ 22, 170 P.3d 691, 699 (App. 2007)

In their Motion to Dismiss, Defendants argued nothing more than that at the time of the malpractice, the defendant physicians were employees of the State, through the University. This argument is meaningful, however, <u>only</u> if the defendants were acting within the scope of that University employment when they committed the asserted torts. It is precisely the question: "within the ambit of <u>whose</u> employment were the defendants acting when they rendered clinical that permitted Connor Harris to die from a surgically remediable condition?" that is at issue. There has been no evidence produced in this lawsuit that the University had any control over the scope of physicians' provision of clinical care;

in fact the evidence is that through the acquisition, the University intentionally relinquished all such control to B-UMG.

Mere employment by the State does not confer the shielding of §¶12-821 and 12-821.01; employment does so only if the conduct at issue came within the scope of that employment. In *McCloud*, the court found that the trial court incorrectly dismissed the case under §12-821, based on the inconclusive fact that DPS Officer Kimbro was employed by the State. "That Kimbro was on his lunch break does not resolve the question whether he was acting in the scope of his employment." *McCloud*, 217 Ariz. at 91, ¶ 30, 170 P.3d at 700. Clearly, DPS Officer Kimbro could have committed any number of acts while off-duty, even when he was an employee of the State. However, these would not have been in the scope of his employment with the State.

Defendants impliedly assert a novel new legal theory of dual employment: that if a defendant is accompanied by a resident when he commits a tortious act, then even if the asserted negligent act or omission came about solely during rendition of clinical care to plaintiff's decedent, which care fell within the <u>exclusive</u> scope of their Banner employment, then even torts occurring purely within that scope of <u>Banner</u> employment fall within the ambit of A.R.S. §§12-821 and 12-821.01 (Pf SOF ¶2,4). This "protection from liability by having the right companion" theory is not, to our view, an established principle of statutory or general tort analysis.

This more narrow question of "scope of employment" arises because A.R.S. § 12–820(1) defines an employee, for purposes of the Notice of Claim statute, § 12–821.01 (as well as §12-821), as "an officer, director, employee or servant, whether or not compensated

or part time, *who is authorized to perform any act or service*." (Emphasis added.) *Dube v. Desai*, 218 Ariz. 362, 365, ¶ 11, 186 P.3d 587, 590 (App. 2008).

The "scope of employment" question is consistent with Worker's Compensation law. A.R.S. §23-613.01 (A) more generally defines "employee" as follows:

> **"Employee"** means any individual who performs services for an employing unit and who is subject to the direction, rule, or control of the employing unit as to both the method of performing or executing the services and the result to be effected or accomplished. Indications of control by the employing unit include controlling the individual's work hours, location of work, right to perform services for others, tools, equipment, materials, expenses and use of other workers.

The issue is, at root, therefore, straight forward: whether the tortious acts were committed as part of conduct under the control and authority of Banner, or whether the acts were conduct under the control and authority of the University. *This lawsuit does not assert malpractice in the course of teaching or research*, the sole areas over which the University had control sufficient to support the assertion of employment. This lawsuit asserts malpractice in the area of endeavor over which Banner has absolute and plenary control: the rendition of clinical care at B-UMCT. If all postulated elements of teaching were eliminated from our fact pattern, leaving behind only the issue of clinical care, the malpractice, harm and this lawsuit would remain unchanged. But if the clinical care were eliminated, leaving behind only the teaching of residents, there would be no lawsuit.

On February 28, 2015, the University of Arizona transferred responsibility for every aspect of the provision of clinical care at B-UMCT to Banner. As discovery has shown, the University had *no authority with regard to any aspect of clinical care at the hospital by any physician*. The University relinquished all such authority to Banner. Physicians caring for Connor Harris could only have been acting within the scope of their agency with Banner, not the University

2. **The defendant physicians had dual employment, with the University and Banner, but were Banner employees acting within the scope of Banner Employment when they acted negligently.**

Dual employment, with separate legal status for the two employers, even as applied to a single act, is explicitly acknowledged in the Restatement of Agency 3rd, §§3.14-3.16. The University itself for decades has not only acknowledged dual employment of its faculty, including, by contract, employment for clinical care by nongovernmental agencies, it has used this dual employment as a strategy to displace liability, so that when faced with potential liability for faculty medical malpractice, it classified its faculty as being "non-governmental (UPI) employees" when caring for patients but "University employees" for teaching and research, even when the two were embodied in the same single act. Though most such contracts are closely held, one case revealed them: Alsobrooks v. Anton, Pima County Superior Court Case # C-20074557. Dr. Anton sought summary judgment on the basis of §12-821, regarding a claim arising out of his performance of clinical care, for which he was insured by UPI, the non-governmental entity of which he was a member, that claim based on the presence of a resident during that care. Judge Carmine Cornelio denied the motion after the production of Dr. Anton's employment contract with the University, which held:

> If you are providing clinical care to patients, you also will have concurrent membership and employment with UPI [later "UPH"], our clinical practice organization. You will be an employee of the Arizona Board of Regents in your teaching, service and research capacities and an employee of UPI for the delivery of health care. (Emphasis added.) (PfSOF¶19-20).[1]

[1] Plaintiffs do not assert the Alsobrooks order for its legal precedent but for the factual admissions made by the defendants.

This "one worker may perform one act for the benefit of and as an employee of two employers, doing teaching for one, clinical care for the other," was used as a partial shield from liability for the University itself as it separated out clinical care as an aspect of the tortious act for which the University could claim not to be the employer (Pf SOF ¶61).

This dual employment continued through Banner's purchase of all of the clinics and practices of the University of Arizona Health Network, when UPI/UPH, UAHN all ceased to exist, "becoming B-UMG" i.e. Banner University Medical Group (Pf SOF ¶22). In this case, discovery has shown that the letters sent out by the University to faculty members of UPH prior to the Banner takeover, continue that clear demarcation of control (Pf SOF ¶18). While teaching and research were controlled by the University, Banner would cover malpractice coverage and liability, do all billing for the doctors' work at B-UMCT, all collections for that work, own all those collections for the doctors' work; would require absolute compliance with all rules, regulations, policies and procedures of Banner University Medical Group, Banner Health (BH) and B-UMCT, with continued membership in B-UMG being *required* for physicians to work at B-UMCT and even to remain on the University faculty. Banner, not University executives, were the final arbiters of departmental disputes. (Pf SOF ¶¶27-57). This separation of function and legal authority to control, conveying potential legal shielding for the University from liability for defective clinical care, and only clinical care, remained continuously in force.

The Banner acquisition plan included temporarily continuing residents and attending physicians as University employees, until all residents and attendings were transitioned to Banner employment (Pf SOF ¶23). From Kathy Bollinger, President of the

Banner University Medicine Division as of 2015, we know that the attendings were allowed to temporarily maintain their employment with the University for reasons unrelated to actual agency or employment. (Pf SOF ¶23) We know that today, all the physician defendants, both residents and attendings, are Banner employees except Dr. Olsen, whose current status has not been revealed.

In sum, according to prior University policy and all Affiliation Agreements in effect now and in October, 2015, a physician caring for a patient in the presence of a trainee is both 1) an employee of the University for teaching and research activities, and 2) an employee of Banner Health and Banner University Medical Group for the rendition of clinical care, including the supervision of residents providing clinical care. Banner coverage for malpractice and worker's comp apply only to clinical care by contrast, for teaching and research activities, all insurance is the University's contractual responsibility. A.R.S. §§ 12-821 and 12-821.01 do not apply to activities of employees of the nongovernmental entity, Banner, acting within the scope of that employment.[2]

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[2] Banner's purchase and control of University-employed physicians is akin to the "lent employee" doctrine in Worker's Compensation law. When a labor contractor supplies or 'lends' its employee to another employer, the result will be an arrangement in which that employee is also an employee of the second employer. *Lee v. M & H Enterprises, Inc.*, 237 Ariz. 172, 180, ¶ 31, 347 P.3d 1153, 1161 (App. 2015). Three elements must be proven to establish that a "lent employee" has become the employee of the "special employer": (a) the employee has made a contract of hire, express or implied, with the special employer; (b) the work being done is essentially that of the special employer; and (c) the special employer has the right to control the details of the work. *Word v. Motorola*, Inc., 135 Ariz. 517, 520, 662 P.2d 1024, 1027 (1983). Banner's purchase and employment of temporarily-designated University-employed physicians meets all these elements.

When denying the defendants' motion to dismiss, this Court Stated, "Although overlap appears inevitable, it is difficult to conceive that of any of the alleged (mis)treatment could fall wholly outside the scope of Defendants' public employment at the University of Arizona College of Medicine." (Ruling 3/13/18) Discovery has shown that, since the acquisition if not before, teaching residents other than supervision of clinical care at B-UMCT is a separate, altogether different scope of employment than caring for patients. So, the issue before the Court is simply: how is employment/agency determined when there are multiple employers, each of whom control a different part of an employees work?

3. At the time of Connor Harris' treatment, clinical practice was controlled in every respect by Banner. Legally, Banner was the defendant physicians' employer when they were caring for patients at B-UMCT.

The relevant argument may be concisely summed up: when a corporate entity provides a worker the facility, the equipment, the ancillary personnel and ancillary services and departments needed to do the work; determines the nature of the work; dictates the number of hours and the time schedule of that work; determines salary, hires and fires; pays for long term rather than piece work; insures for liability and worker's comp; is the sole contractor with the receiver of services and compels compliance with its rules about how the work must be done, under Arizona law that entity is the employer and the worker is the employee. Neither statutory nor case law support governmental employment for Banner hirees when they are performing clinical care so clearly controlled by Banner.

Under well-settled principles of agency and scope of employment, we respectfully assert that reasonable minds cannot differ over Banner's absolute control over the

attendings and residents that cared for Connor Harris. Significantly, what the parties say about their relationship will have "no effect" in the face of facts that show agency. *Beeck v. Tucson Gen. Hosp.*, 18 Ariz. App. 165, 171, 500 P.2d 1153, 1159 (1972), citing Annot. 6 A.L.R.3d 704 (1966), as supplemented (1971). The "belief of the parties" is discussed by the Supreme Court primarily to show its minimal role in the ultimate determination of employment. "As the *Restatement* explains: It is not determinative that the parties believe or disbelieve that the relation of master and servant exists, except insofar as such belief indicates an assumption of control by one and submission of control by another. " *Santiago v. Phoenix Newspapers, Inc.,* 164 Ariz. 505, 508-513, 794 P.2d 138, 141-146(1990).

Agency arises when "one person (a 'principal') manifests assent to another person (an 'agent') that the agent shall act on the principal's behalf and subject to the principal's control, and the agent manifests assent or otherwise consents so to act." *Ruesga v. Kindred Nursing Centers, L.L.C.*, 215 Ariz. 589, 597, ¶28, 161 P.3d 1253,1261 (App.2007)(citing Restatement (Third) of Agency§ 1.01 (2006)). An express agency is created when the principal delegates authority to the agent by oral or written words that authorize the agent to do a certain act or series of acts. *Canyon State Canners v. Hooks*, 74 Ariz. 70, 72, 243 P.2d 1023, 1024 (1952). Alternatively, an agency relationship may be implied when the parties' words and conduct, and the circumstances of the particular case, indicate at least an implied intent to create an agency. *Canyon State Canners*, 74 Ariz. at 73, 243 P.2d at 1024.

Higgenbotham v. AN Motors of Scottsdale, 228 Ariz. 550, cited by this Court (Ruling 3/13/18), supports plaintiff's argument that defendant physicians were Banner employees when rendering clinical care at B-UMCT:

> Several factors are relevant to the determination of whether an employee's conduct falls within the course and scope of employment: (1) whether the conduct is the kind the employee is employed to perform or that the employer had the right to control at the time of the employee's conduct; (2) whether the conduct occurs within the authorized time and space limits; and (3) whether the conduct furthers the employer's business.... (Id at ¶5).

The *Villasenor* case, also cited by the Court, did not involve clear, contractual dual employment with control explicitly contractually demarcated between employers, and with plenary non-governmental control of the tortiouios act at issue. The *Villasenor* court would likely have reached a different holding on our facts than it did on its own.

In the seminal case, *Santiago v. Phoenix Newspapers, Inc. Santiago v. Phoenix Newspapers, Inc.,* 164 Ariz. 505, 508-513, 794 P.2d 138, 141-146(1990), the Arizona Supreme Court set out eight factors that were relevant to determination of the existence of an employer-employee relationship, as follows:

> "In determining whether an employer-employee relationship exists, the fact finder must evaluate a number of criteria. They include:
>
> 1. The extent of control exercised by the master over details of the work and the degree of supervision;
> 2. The distinct nature of the worker's business;
> 3. Specialization or skilled occupation;
> 4. Materials and place of work;
> 5. Duration of employment;
> 6. Method of payment;
> 7. Relationship of work done to the regular business of the employer
> 8. Belief of the parties.

In its continuing analysis of how these factors are to be applied, the Supreme Court in *Santiago* held "a worker who must comply with another's instructions about when, where, and how to work is an employee." *(Id.* at 509). Also, the right "to control the details" of how the work was carried out was central: "Where this right of control exists, the inference of the employer-employee relationship is strengthened" (*Id.* at 509.), Further, "A strong indication of control is an employer's power to give specific instructions with the expectation that they will be followed" (*Id.* at 509-510, Citing four Supreme Court cases from other States.) "In deciding whether a worker is an employee, we look to the totality of the circumstances and the indicia of control" (*Id.* at 510, citing *Central Management v. Industrial Comm.,* 162 Ariz. 187, 190, 781 P2d 1374, 1377 (App. 1989).

Further, "an agreement that work cannot be delegated indicates a master-servant relationship, *Restatement §220 comment j."(Id. At 510).* Further, " *4. Materials and Place of Work:* If an employer supplies tools and employment is over a specific area or over a fixed route, a master-servant relationship is indicated. *Restatement §220, comment h" (Id at 511.)* Further "Whether the employer seeks a worker's services as a one-time, discrete job or as part of a continuous working relationship may indicate that the employer-employee relationship exists." (Id at 511). Further, "A court is more likely to find a worker an employee if the work is part of the *employer's* regular business. *Restatement §220 comment h." (*citing *Anton v. Industrial Commission,* 141 Ariz. 566 (App. 1984), where a primary company, Southwest, contracted with Perkins to have wood harvested, cut and delivered to Southwest, and Perkins made payments to the wood cutters. The Court found

that Perkins' woodcutters were legally employees of Southwest because the methods used by the cutters were those specifically prescribed in detail by Southwest.)

The statement in the acquisition transition letters that "you will now be University employees until you "transition" to Banner,'" (Pf SOF Ex. 14) is non-dispositive under Arizona law, contradicted by the plenary control of all aspects of physician work and conduct ceded to Banner by the affiliation agreements. As shown above, Plaintiffs have presented the Court with airtight facts showing that it was the intention of both the University and Banner that *Banner and Banner alone* would have absolute control of physicians when they provided clinical care at UMC and to Connor Harris. The documents and testimony leave no doubt about this. Defendants will present no evidence that the University had any authority over the physicians when they were providing care at the hospital, other than advice given through the AMC, which advice Banner had no obligation to take. It is inconceivable that Banner and its private insurers would ever accept complete financial risk for the provision of clinical care that was in any aspect controlled by anyone other than the named insured, Banner. (Pf SOF ¶11)

III. CONCLUSION

There are two compelling reasons why this Court should rule that A.R.S. §§12-821.01 and 12-821 do not apply to any claim made in this case. The first is that no government entity has any exposure, financial or otherwise, for plaintiffs' claims. No legislative intent is served by applying the statutes under these circumstances, which would allow a private corporation and its insurers to avoid responsibility using statutes meant to protect the government. The second is that the University of Arizona made a deal with

Banner that was clearly intended to (and did) relieve the University from all responsibility for clinical care at the hospital by attendings and residents. It was their intention that Banner alone control every aspect of the scope of employment when the defendant physicians were providing care to Connor Harris. The defendants were not acting in the scope of employment with a government entity. For all these reasons, this Court should grant plaintiffs' motion.

RESPECTFULLY SUBMITTED this 31st day of October, 2018.

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Original electronically e-filed on
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IN THE SUPERIOR COURT FOR THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF PIMA

JEREMY AND KIMBERLY HARRIS Plaintiffs, vs. BANNER UNIVERSITY MEDICAL CENTER TUCSON CAMPUS, LLC, an Arizona Corporation dba BANNER UNIVERSITY MEDICAL CENTER TUCSON; GEETHA GOPALAKRISHNAN, M.D.; MARIE L. OLSON, M.D.; EMILY NICOLE LAWSON, D.O.; PARVANA AMELIA HARTENSTEIN, M.D.; MARCOS ANDRES TERAN, M.D.; JEFF C. HOEHNER, M.D.; DEMITRIO J. CAMARENA, M.D.; PRAKASH JOEL	NO. C20174589 **PLAINTIFFS' STATEMENT OF FACTS REGARDING INAPPLICABILITY OF A.R.S. §§12-821 AND 12-821.01 IN THIS CASE** **ASSIGNED TO: Hon. Richard E. Gordon**

MATHEW, M.D.; JASON THOMAS ANDERSON, M.D.; SARAH MOHAMED DESOKY, M.D.; ARIZONA PEDIATRIC SURGERY AND UROLOGY, LTD; BANNER HEALTH; BANNER UNIVERSITY MEDICAL GROUP, ; JOHN AND JANE DOES 1 THROUGH 50; ABC PARTNERSHIPS 1-5; AND XYZ CORPORATIONS 1-5,

Defendants

Pursuant to Ariz. R. Civ. Proc. 56 (c)(2), plaintiffs allege that the following facts show that there is no genuine issue of fact regarding the inapplicability of the State Notice of Claim and statutes of limitation set forth in A.R.S. §§12-821 and 12-821.01 to the physician defendants in this case. This is because of the absence of any actual or potential financial liability for any governmental entity for the medical malpractice asserted and because at the time of the acts or omissions at issue, the defendant physicians were acting solely within the scope of their employment/agency relationship with a non-governmental entity, Banner Health, and not as government employees.

I. FACTS REGARDING ASSERTION BY DEFENDANTS OF GOVERNMENTAL IMMUNITY PURSUANT TO A.R.S. §§12-821 AND 12-821.01

1. Plaintiffs in this wrongful death lawsuit asserted that their son, Connor Harris, Plaintiffs' decedent, died at Banner University Medical Center Tucson (B-UMCT) on October 24, 2015 as the result of negligent failure to diagnose and treat malrotation and volvulus of his small bowel. (Ex.1: Plaintiff's 4th Supplemental Disclosure Statement, pp.

1-12, and attached declarations of experts Drs. Charles Cox, Jay Tureen and John MacKenzie.)

2. Plaintiffs asserted negligent care causing Connor's death on the part of a number of defendants who were resident or attending physicians. (Ex. 1, Plaintiff's 4th Supplemental Disclosure Statement, p. 11) Defendant Banner asserted that these physicians were members of the faculty at the University of Arizona College of Medicine and that they were entitled to dismissal based on the immunizing protections of A.R.S §§12-821 and 12-821.01.; (Ex. 2, Defendant's Motion to Dismiss or in the Alternatively Motion for Grant Summary Judgment, pp. 1-4).

3. This lawsuit was filed September 21, 2017, less than two years after Connor Harris' death. No earlier government claim was filed. (Ex. 3, Title page of conformed complaint.)

4. On March 13, 2018 defendants' motion was denied without prejudice, permitting discovery to go forward. (Ex. 4, Court Order denying defendants' motion.)

II. DISCOVERY HAS SHOWN THAT NO GOVERNMENTAL ENTITY HAS ANY FINANCIAL EXPOSURE FOR THE CLAIMS MADE IN THIS CASE.

A. Defendants Have Conceded Absence Of Any Governmental Exposure In Their Discovery Responses.

5. The defendants who asserted the benefits of A.R.S. ¶¶12-821.01 and 12-821 admitted, through responses to Requests for Admissions, that "Neither the State of Arizona nor any State Government entity has any financial exposure to liability in this lawsuit." (Ex. 5, responses of Defendants to RFA ##1-4).

B. Prior To Connor's Care, Banner Health, A Private Corporation, Assumed All Liability For Negligence Of The Defendant Physicians, Through The Provisions Of Its Affiliation Agreements And The Insurance Purchased

6. Banner Health (BH), Banner University Medical Group (B-UMG) and Banner University Medical Center Tucson (B-UMCT) are all non-governmental entities (Ex. 6, Arizona Corporation Commission non-governmental corporate listings for "Banner" including BH, B-UMG and B-UMCT).

7. In February 2015, Banner Health and subsidiaries acquired University Medical Center Tucson, University Physicians Healthcare and other entities. Two documents reflect the arrangements between the University and Banner for Banner's provision of clinical care after the acquisition: The "Academic Affiliation Agreement," Exhibit 7 and the "Academic And Clinical Services Agreement By And Between The Arizona Board Of Regents On Behalf Of The University Of Arizona And Banner-University Medical Group," Exhibit 8.

8. As of July 1, 2015, through the two Agreements that Banner signed with University, Banner assumed all actual and potential liability for and expenses related to medical malpractice claims arising out of clinical care rendered by any physician:

-- Exhibit 7, Affiliation Agreement, pp. 9-10, §1.19:

> BH shall indemnify, defend and hold the University harmless from all claims, liabilities and losses arising from the acts or omissions of B-UMG or B–UMG Clinicians in connection with the operations and activities of Banner Academics, including without limitation clinical practice, clinical research, medical malpractice, clinic operations, supervision of residents, fellows and medical students at the Medical Center –Tucson Campus....

--Exhibit 7, Affiliation Agreement, p. 4, §1.2.1 defining "Banner Clinicians" to include all physicians performing "the clinical, clinical research and teaching

operations of practicing physicians, residents, fellows and mid-level practitioners employed by or practicing through B–UMG…."

--Ex. 8, Academic and Clinical Services Agreement, p. 8, §§5.1, imposing Banner's responsibility for medical malpractice insurance for "Physicians, residents and fellows providing services in the Tucson Arizona area" ("physicians" defined in the agreement as both University and B-UMG-employed physicians in ¶1.1.3, p. 2).

9. Banner's assumption of liability for physician activity at B-UMCT included in its ambit coverage for negligent supervision by attending physicians of interns, residents and fellows on the UA faculty, so that even negligent conduct resulting from inadequate oversight of medical trainees created no exposure for UA or ABOR. (Ex. 7, Affiliation Agreement, pp. 9-10, §1.19)

10. The blanket malpractice insurance policy covering faculty members for clinical care rendered at B-UMCT had Banner Health as the first named insured and was obtained through a Banner captive Health insurer (Ex. 10, Face Page of Blanket Malpractice Policy, and Ex. 8, p. 8, §5.1 citing "self insurance" as the method of covering clinical care at B-UMCT.)

11. As of July 1, 2015, all prior agreements by the University to contribute to the costs of analysis, defense and payment of settlements or awards for malpractice claims related to clinical care rendered by faculty at B-UMCT expired. (Ex. 9, "Medical Malpractice Risk Allocation Agreements" between ABOR and UPI and later Banner, the last one expiring on June 30, 2015; Ex. 11, ¶3, confirming affidavit by Michele Tomas of Arizona Department of Administration, and Ex. 12, deposition of Steven Holland, Chief

Risk Manager for the University of Arizona, p. 9, l. 22 – p. 10, l. 3, confirming Tomas affidavit).

C. The University Of Arizona And ABOR Have Verified The Absence Of Governmental Exposure In This Case Through Affidavit Or Testimony Of Its Senior And Chief Risk Managers; And Through Its Communications With Faculty

12. The Senior Claims Adjuster in the Property and Liability Section, Risk Management Division of the Arizona Department of Administration, Michele Tomas, submitted an affidavit stating that prior Risk Allocation Agreements were never renewed after July 1, 2015, because Banner assumed all responsibility for medical malpractice claims arising from clinical practice at the B-UMCT campus. (Ex. 11, Declaration of Michele Tomas.)

13. The Chief Risk Officer of the University of Arizona, Steven Holland, agreed: As of July 1, 2015, the University ceased "self-insured reserve" or "self-insured retention" funding for potential medical malpractice claims because Banner had assumed all potential liability for such claims (Ex.12, Deposition Testimony of Steven Holland, Chief Risk Officer for the University of Arizona, p. 9, l. 22-p. 11, l. 11).

14. Steven Holland further testified that as of July 1, 2015, liability for all clinical work done at B-UMCT was covered exclusively by Banner at Banner's cost (Ex. 12, Deposition of Steven Holland, p. 26, ll. 10-25.)

15. As of July 1, 2015, the University ceased participating in committees whose job was to choose defense lawyers and direct defense of medical malpractice claims (Ex. 12, Deposition of Steven Holland, p. 25, ll. 5-12.)

16. Further, Mr. Holland, testified that as of July 1, 2015, the exposure of any governmental entity to liability for medical malpractice issuing out of care given by physicians at B-UMCT was "zero" and that to his knowledge no money has been paid out by the University for claims originating since that date (Ex. 12, Deposition of Steven Holland, p. 31, l. 11-p 33, l. 6.)

17. Offers of faculty appointment by the University after February 28, 2015 carried the requirement that the prospective University employee become a member of B-UMG and would be insured for malpractice claims through Banner Health, though only for clinical care rendered at B-UMCT (Ex.13, Offer of appointment to Dr. Alicia Palmer, 4/30/15)

18. Pre-merger communications from the UA to its faculty members informed them that Banner would be covering their malpractice insurance, though only for clinical care rendered at B-UMCT, and that Banner would control all billing, collections, ownership of collections, and would be the final decision-maker about disputes (Ex. 14, #951, letter sent to Defendant Dr. Sarah Desoky on 2/5/15).

19. Applications for renewal of privileges at B-UMCT contained the assertion that malpractice coverage was required to come entirely through Banner (Ex. 15, application for renewal of privileges by Dr. Desoky.) Further, all faculty physicians including residents, were on a mandatory transition schedule for formal Banner employment. As of July 1, 2016, all residents became Banner employees. (Ex.16, Deposition of Kathy Bollinger, p. 201 ll. 11-23).

* * *

III. DISCOVERY HAS SHOWN THAT A.R.S. §§12-821 AND 12-821.01 ARE INAPPLICABLE BECAUSE IN THE COURSE OF CARING FOR CONNOR HARRIS, DEFENDANTS WERE ACTING SOLELY WITHIN THE SCOPE OF THEIR EMPLOYMENT/AGENCY WITH BANNER, RATHER THAN WITH THE UNIVERSITY OR AS INDEPENDENT CONTRACTORS

A. Banner Accepted Full Responsibility to Provide All Clinical Care After the Acquisition.

20. In the Affiliation Agreement, Banner and the University specifically stated their intention to have Banner control the delivery of patient care:

> The Parties hereby agree that the Parties' Objectives are best achieved through the adoption and implementation of a consistent provider employment model for Banner Academics and single, comprehensive staffing model for the Medical Center – Tucson Campus, the Medical Center – South Campus, and BGSMC, as described in this Article 4.

(Ex. 7, p. 25, ¶4.1)

21. Thus, in Article I of the Affiliation Agreement, Banner is required to provide the physician services for B-UMCT. Ex. 7, p. 5, ¶1.7.1

22. As a result, the parties further agreed, in Article 4, "Physician Staffing Model and Transition:"

> 4.1 Physician Employment. B–UMG shall serve as the exclusive faculty practice plan for both Medical Schools. Specifically, the Parties shall cause all faculty physicians *employed by BH or an Affiliate of BH or by the University to provide their clinical services exclusively through B–UMG*, except as otherwise provided herein. (Emphasis added.)

(Ex. 7, p. 25, ¶4.1)

B. Banner Provided Clinical Care Services at B-UMCT Through Both B-UMG-Employed Physicians and By Purchasing University-Employed Physician Services.

23. At the time of the acquisition, all physicians became temporary employees of the University. Kathy Bollinger, the President of the Banner Medical Division in 2015,

explained that the temporary distinction between faculty called "Banner employees" and faculty called "University employees" was done only to ensure prior pension rights, permit continued tenure at the University, and to comply with prior contracts regarding "titles of personnel." Within a few months or a couple of years, all physicians would transition to B-UMG employees. These reasons for designating the physicians temporarily as University employees "had nothing to do with their clinical responsibilities." (Ex.16, Deposition of Kathy Bollinger, p. 92, l. 14 – p. 98 l. 16)

24. If a physician was terminated from B-UMG, they could continue in employment with the University, "non-clinically," according to Bollinger. (Ex. 16, p. 94, ll. 4-12)

25. In order that Banner could fulfill its requirements to provide clinical care, under the Academic and Clinical Services Agreement, Ex. 8, p. 5, ¶3.1, the University agreed:

> 3.1 Clinical Effort of University Physicians. The University, through University Physicians, shall provide certain clinical patient care services to B—UMG for the benefit of the patients of B—-UMG and other BH facilities.

26. The acquisition plan required that Banner would pay the University for clinical services provided by University-employed physicians. Ex. 7, Affiliation Agreement, p. 5, ¶1.7.1; Ex. 8, Academic and Clinical Services Agreement, p. 5, ¶3.1 ("In consideration for such Clinical Effort, B-UMG shall make payments to the University....") Banner would also purchase and pay the University for clinical services of fellows and residents. (Ex. 8, p. 6, ¶3.4)

C. Banner Had And Exercised The Total Right To Minutely Regulate And Control Medical Practice At B-UMCT Without Recourse for the University of Arizona

27. As stated in ¶22 above, all clinical services were provided "exclusively through B-UMG." Ex. 7, p. 25, ¶4.1 The acquisition documents make clear that Banner will have

complete control of everything regarding how physicians provided those clinical services. For example, the University was contractually obligated to ensure that any University-employed physicians engaged in the provision of Clinical Effort act "in a manner that (a) meets the clinical and performance standards established by B-UMG and (b) conforms with B-UMG's bylaws, policies, procedures, rules and regulations...with respect to the delivery of such clinical services and conduct at BH facilities." (Ex. 8, p. 5, ¶3.1.1) Exhibit A to the contract (Ex. 8) repeatedly shows that all physicians, including University-employed physicians, were governed by Banner rules, regulations and standards.

28. Faculty agreements after the acquisition specifically stated, "As of February 28, 2015, all of the College of Medicine's faculty physicians became employed exclusively by the University; however, their clinical practice activities are carried on exclusively through B-UMG pursuant to a contractual arrangement between the University and B-UMG." (Ex. 13, p. 2)

29. Letters to physicians explaining the acquisition scheme, told the physicians, "Under this arrangement, all of your professional services will be provided in B-UMG's name.... You will adhere to B-UMG's bylaws, policies, performance standards, and procedures that are pertinent to your professional activities." (Ex. 14, p. 1, Item 951)

30. With regard to "virtually everything that—every aspect of medical care, both the rendering of it, the regulation of it, the disciplining of it through Banner and its entities was exactly the same whether a physician was called a university employee or was called a Banner University Medical Group employee, people were treated exactly the same...as it relate[d] to clinical practice." (Ex. 16, Bollinger deposition, p. 23, l. 19 – p. 24, l. 8)

31. As of the acquisition, "physicians who are faculty members but have not yet transitioned to become B-UMG physicians, nonetheless, may be B-UMG clinicians so long as they have subjected themselves to the rules and regulations, policy and procedures of Banner University Medical Group...." (Ex. 16 Bollinger deposition, p. 23, ll. 6-13)

32. The CEO of Banner University Medical Group (B-UMG) had the power to decide which physicians would be paid or allowed to practice on the ward clinically. (Ex.16, Bollinger deposition, p. 71, l. 18 – p. 72, l. 3) The CEO could prohibit a physician from practicing clinically and/or could reduce the compensation for the physician to zero. (Ex.16, Bollinger deposition, p. 151, l. 4 – p. 152, l. 17.)

33. The CEO of Banner University Medical Group (B-UMG), and Banner Health (BH) and its subsidiaries had the power to set the number of hours that an individual physician could work at B-UMCT and the work *schedule* of any individual physician working at B-UMCT. (Ex. 7, p. 23, ¶3.6.2(a, c)) (The Court is reminded that all of the Banner CEO powers in Ex. 7, ¶3.6 over "B-UMG Clinicians" include University-employed physicians, as defined in Ex. 7, p. 4, ¶1.2.1)

34. The CEO of B-UMG had the power to enforce how much time physicians spent clinically versus academically. (Ex.16, Bollinger deposition, p. 70, l. 11 – p. 71, l. 7; Ex. 7 Affiliation Agreement, p. 23, ¶3.6.2(a))

35. The CEO of B-UMG and BH had the power to set the payment schedule for the work done for clinical services. (Ex.16, Bollinger, p. 71, l. 22 – p. 72, l. 3) As for the actual pay of physicians that Banner did not directly employ, the CEO could get rid of that

physician by "adjust[ing] downward their compensation and has the right to adjust it to zero...." (Ex.16, Bollinger, p. 151, l. 19 – p. 152, l. 2)

36. The CEO of B-UMG and BH had the power to set productivity requirements for all physicians including faculty. (Ex.16, Bollinger, p. 126 ll.10-14)

37. Compliance with B-UMG policies, procedures, rules and regulations was a condition for any physician working at B-UMCT after the acquisition. (Ex.16 Bollinger, p. 32 ll. 18-23) Plaintiffs inquired about specific Banner rules, regulations, policies, procedures. Banner produced its 2016-2017 Graduate Medical Education Resident/Fellow Handbook. (Ex. 17) Kathy Bollinger reviewed the document and agreed that although the written document was not put into place until the 2016-2017 academic year (July 2016), "everything here that I'm looking [at] would be a responsibility of every member of the medical staff" from the time Banner took over. (Ex. 16 Bollinger deposition, p. 15, ll. 4-12; p. 144, l. 13 – p. 149, l. 21) All cited sections/rules/restrictions of the "resident-fellow handbook," Ex. 17, B-UMG Policies, were enforced by BANNER as to all physicians working at B-UMCT, except for the health and disability insurance provisions and pension benefits. (Ex.16, Bollinger, p. 156 l. 17 – p.157, l. 8)

38. The CEO of B-UMG and BH had the power to determine when a physician had to enter a "corrective action plan" because of the CEO's belief that the physician was producing substandard care, or to enter a "rehab/substance abuse Program" instead of continuing to practice at B-UMCT (Ex.16, Bollinger, p. 30, l. 18 – p. 31, l. 6; Ex. 7, p. 23, §3.6.3; Ex. 17, B-UMG Policy Handbook, p. 34)

39. The CEO of B-UMG and BH then had the power to determine if and when a physician who had gone through a "corrective action" or "rehab" plan was "fit to return to work" at B-UMCT (Ex. 17, B-UMG policies, p. 24)

40. The CEO of B-UMG and BH had the power, as of 2020, to alter or even eliminate the residency program (Ex.16, Bollinger, p. 134 l. 20 – p. 135, l. 11.)

41. The CEO of B-UMG and BH had the power to regulate precisely when every specific type of chart entry required by clinical practice was produced, on penalty of suspension from practice (Ex. 17, B-UMG Policies, pp. 28-29)

42. The CEO of B-UMG and BH had the power to set specific standards of personal conduct of individual physicians regarding contact with patients and colleagues (Ex. 7, p. 24, §3.63(a.)

43. Banner controlled how medical care was given, discipline of physicians at B-UMCT regardless of stated employment status (Banner or University), and had "substantial control" over how physicians at B-UMCT practiced Medicine (Ex.16, Bollinger, p. 17, l. 13 – p. 18, l. 8; p. 22, l. 6 – p. 24, l. 8; p. 125, l. 17- p. 126, l. 8) Defendant Dr. Desoky, agreed that she was required to follow all of B-UMCT's rules and regulations policies and procedures. (Ex. 22, Deposition of Dr. Desoky, p. 95, ll. 7-11)

44. The CEO of B-UMG and BH had the power to require the worker to carry out specific tasks, such as attendance at specific courses, and to have specific immunizations, as a condition of working at (Ex. 17, handbook, p. 31; Ex.16, Bollinger, p. 150, l. 21 – p. 151, l. 3; Ex. 23 Deposition of Dr. Merlin Lowe, p. 73, l. 16 – p. 74, l. 7; Ex. 24 Deposition of Dr. Jason Anderson, p. 23, ll. 2-21)

45. The CEO of B-UMG and BH had the power to require testing for HIV, with or without consent of the physician as a requirement of employment (Ex. 17, Handbook p. 33-34;)

46. The CEO of B-UMG and BH had the power to impose B-UMGs own "substance abuse" policies, the compliance with which was a condition of working at B-UMCT. (Ex. 17, handbook, pp.34-35)

47. Decisions made by the CEO of B-UMG in regard to regulation of physician conduct, assessment of competence of care delivered, salary, and even employment at B-UMCT could be overruled only by a majority bloc vote of the AMC, the Academic Management Council. (Ex. 7, p. 22, § 3.6.1)

48. The Academic Management Council was composed of six voting individuals, three from Banner and three from UA. (Ex. 7, p. 20, §3.2)

49. Any AMC action required that a majority of both blocks, UA and Banner, be present and concur. Overruling the CEO of B-UMG regarding any decision about physician regulation and control therefore required both that the Banner block on AMC attend the meeting and that the Banner block agree to overrule Banner's CEO (Ex. 7, Attachment Exhibit C (Bates 3001) ¶¶8-9: Rules and Regulations of the AMC, quorum and action sections.)

50. Any action taken by the AMC regarding approval and managing of capital budgets, strategic and business plans; general and individual physician compensation plans, and all B-UMG policies and procedures required BH approval and consistency with BH policy to be enacted (Ex. 7, pp. 20-21, §3.4.1; 3.4.2, 3.4.3, 3.4.4, 3.4.5)

51. Banner had plenary power to "operate and conduct the business of the Medical Center Tucson as BH sees fit in its sole discretion" (Ex. 7, p. 14 §1.20.5(b))

52. Banner did all billing for any clinical work done at B-UMCT, in its own name, using its own billing codes, rather than using the name or codes of any physician (Ex. 7 p. 6, §1.8; Ex.14, #951 letter to faculty)

53. Banner did all the collections for clinical work done at B-UMCT by physicians, in its own name. (Ex. 14, #951, letter to faculty)

54. Banner owned all the collections for the clinical work done by physicians at B-UMCT (Ex. 14, # 951 letter to faculty;)

55. Banner had the only direct contractual relationship with admitted patients regarding billing, conditions of admission, and financial agreement. (Ex. 25, Conditions of Admission and Financial Agreement signed by plaintiffs)

56. All departmental disputes relating to clinical care rendered at B-UMCT were dispositively determined by the CEO of B-UMG, not by University executives (Ex.14, #951, letter to faculty, Ex.16, Bollinger, p. 45, l. 23 – p. 46, l. 19;) Ms. Bollinger clarified her answer after her deposition to state, "The B-UMG CEO has authority at the individual provider level with regard to his/her clinical practice and clinical compensation. (Ex. 16, Bollinger Correction Sheet at end of transcript).

57. Banner claimed <u>ownership</u> of all the medical practices and medical facilities at issue in this case, using this "acquisition" as collateral for a $94,000,000 bond issue. (Ex. 26, Prospectus, Page 1 of Official Statement section)

D. <u>Banner Provided The Facility, The Equipment used, The Ancillary Personnel And the Ancillary Services Needed For Clinical Care,</u>

58. Kathy Bollinger, the President of the Banner University Medicine Division as of 2015, testified, consistent with the terms of the Affiliation Agreements, that Banner Health owned and provided the physical facility at which patient care was rendered to Connor Harris, in other words, the hospital, B-UMCT. (Ex.16, Bollinger, p. 119, l. 19 – p. 120, l. 3; Ex. 17 Affiliation Agreement with BH (AABH), Recital 3D; §1.3) A defendant physician in this case, Dr. Desoky, agreed. (Ex. 22, Deposition of Desoky, p. 92, ll. 11-14)

59. Banner provided the equipment (e.g. surgical equipment, radiology equipment, laboratory equipment, clinical instruments on the ward) used to render medical care to Connor Harris (Ex.16, Bollinger, p. 120, l. 9; Ex. 7, p. 4 §1.3)

60. Banner provided the ancillary personnel (e.g. nurses, OR techs, lab techs, sonographers) needed to care for Connor Harris (Ex. 18, Deposition of Nurse Anna Mack, p. 9, l. 19- p. 10, l. 2; Ex.,19, Deposition of Nurse Carrie Carpenter, p. 8, l. 7 – p. 9, l. 3; Ex. 20, Deposition of Sonographer Dinorah Morales, p. 15, l. 25 – p. 16, l. 9; Ex. 21, Deposition of Dr. Bobby Kalb, p. 52, l. 14 – p. 53, l. 14; Ex. 22, Deposition of Dr. Sara DeSoky, p. 25, ll. 13-18; Ex. 7 §§ p. 6, 1.7.2, 1.7.3;).

E. <u>The University Itself Has Asserted For Decades That Its Faculty Were Employees Of Nongovernmental Entities When Performing Clinical Care At UMC Or B-UMCT, But Remained Employees Of The University For Teaching And Research</u>

61. The pre-takeover contracts between the University and faculty members, who were required to join UPI, a nongovernmental physicians group, provided that faculty members were employees of UPI when performing clinical care in hospital or clinic, but

were University employees when engaged in teaching and research (Ex. 27, Holding in Alsobrooks v. Anton, citing University contract with faculty members of UPI)

62. The pre-takeover letters from the University to its faculty members confirmed that *up to the time of that letter*, the University had considered its faculty members employees of UPI for clinical care purposes and University employees for teaching and research; and that this distinction would continue once "transition" to Banner employment occurred, during which transition, the University's jurisdiction would still be restricted to teaching and research (Ex.14, letter to faculty)

63. In regard to medical malpractice insurance or worker's comp coverage, the Affiliation agreements made Banner responsible as regards coverage for clinical care at B-UMCT, but the University responsible for teaching and research activities. (Ex. 8 , §5.1 ff.)

Respectfully submitted, this 31st day of October, 2018.

LAW OFFICE OF ARLAN A. COHEN

By:_____
Arlan A. Cohen

RUDD MEDIATION

By:_____
Lawrence Rudd

LAW OFFICE OF JOJENE MILLS, P.C.

By:_____
JoJene Mills
Attorney for Plaintiffs

Original electronically filed on
This 31 day of Oct. 2018 to:

Pima County Superior Court
Hon. Richard E. Gordon

Copies of the foregoing e-served
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By Selina DuFarquez

Exhibit 1

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JEREMY AND KIMBERLY HARRIS Plaintiffs, vs. BANNER UNIVERSITY MEDICAL CENTER TUCSON CAMPUS, LLC, an Arizona Corporation dba BANNER UNIVERSITY MEDICAL CENTER TUCSON; GEETHA GOPALAKRISHNAN, M.D.; MARIE L. OLSON, M.D.; EMILY NICOLE LAWSON, D.O.; PARVANA AMELIA HARTENSTEIN, M.D.; MARCOS	NO. C20174589 **PLAINTIFF'S FOURTH SUPPLEMENTAL DISCLOSURE STATEMENT** **(Additions in Bold)** **ASSIGNED TO: Hon. Richard E. Gordon**

ANDRES TERAN, M.D.; JEFF C. HOEHNER, M.D.; DEMITRIO J. CAMARENA, M.D.; PRAKASH JOEL MATHEW, M.D.; JASON THOMAS ANDERSON, M.D.; SARAH MOHAMED DESOKY, M.D.; ARIZONA PEDIATRIC SURGERY AND UROLOGY, LTD; BANNER HEALTH; BANNER UNIVERSITY MEDICAL GROUP, ; JOHN AND JANE DOES 1 THROUGH 50; ABC PARTNERSHIPS 1-5; AND XYZ CORPORATIONS 1-5,

Defendants

Pursuant to Rule 26.1 of the Arizona Rules of Civil Procedure, Plaintiff discloses the following information:

I. FACTUAL BASIS OF THE CLAIM

A. General Facts on which Plaintiffs' claims are based

Plaintiffs assert that their first-born child, Connor Harris (hereafter "Connor"), died because of negligent care by the physicians, nurses, and hospital personnel at Banner University Medical Center Tucson Campus (hereinafter BUMCT) rendered on October 23-24, 2015, **and by the implementation of Hospital policies, the existence of which were knowingly and intentionally withheld from the plaintiffs at the time of their son's admission to BUMCT, which permitted x-ray studies critical to competent care of their son and to saving his life to be delayed in their interpretation and/or to be interpreted at night solely by persons-in-training, who lacked the knowledge or experience to competently interpret these studies, without the "instruction and**

supervision" promised to the plaintiffs as part of the Conditions of Admission, rather than having these studies interpreted timely by Attending physicians. BUMCT medical records revealed negligence in the following areas of patient care: initial analysis of the reason for emergency transfer from Mt. Graham Regional Medical Center to BUMCT, which was the need for emergency consultation with a pediatric surgeon; failure to read, understand and take into account the findings and radiographic studies contained in transfer papers and films from Mt. Graham Regional Medical Center, which pinpointed the likely diagnosis of midgut volvulus related to malrotation of the bowel, a surgically correctible condition, that diagnosis made likely by the documented history and observation of bilious vomiting in Connor Harris, as reported by his parents and as observed by the Emergency Room nurse; failure of any treating physician at BUMCT to take a competent history from the plaintiffs, which would have elicited the history of bilious vomiting in their child and a description of the contour of the child's colicky abdominal symptoms; failure to order and to secure performance of appropriate and timely performed, interpreted and reported radiographic studies interpreted by fully qualified pediatric radiologists, and surgical consultation performed by a fully qualified pediatric surgeon, the implementation of which performances and interpretations were conditions of transfer to BUMCT and promised as part of the admission contract to the family in the Conditions of Admission; failure specifically of the BUMCT radiology department to timely perform urgent studies which the department knew or should have known required "stat" performance, and which were ordered by the treating physicians as "stat" procedures,

with no documented backlog of cases to account for a five and a half hour delay in reporting out a study that by the standard of care should have been reported out within 90 minutes of the STAT order; repeated misinterpretation of radiologic studies done on Connor both by residents and by an attending physician; failure of BUMCT and its Department of Radiology to enforce its obligation to ensure patient safety when critical CT scans were reviewed after normal hours by radiology residents without pediatric radiology credentials, and without immediate review by a qualified pediatric radiologist, despite the availability of tele-radiology capabilities permitting facile review by an Attending, **instead implementing a sub rosa policy of systematically permitting radiographic interpretations of studies performed on inpatients between 5 PM and about 7 PM to be done by persons-in-training without obligation of supervision and instruction by the Radiology Attending until the next morning, unless the person-in-training recognized his or her own limitations. The implementation of this program without the safeguards recommended by the ACGME, including selection of residents with the expertise to competently determine when they needed help, judging the course of action by the complexity of the study at issue and by the consequences to the patient if a misdiagnosis were made by an inexperienced resident, all without any guidelines to the residents about when to call the attending went against the basic guidelines of the profession.**

Banner Health and BUMCT entered into a contract with Jeremey and Kimberly Harris, through the signing of ~~a~~ "Conditions of Admission" and "Financial Agreement" documents through which they promised that Connor would receive health care from

Attendings or "persons in training **under the condition that they would be** supervised and instructed" by Attending **physicians**, in return for which the plaintiffs agreed to pay for all such care, abide by hospital rules and regulations and permit their child to be admitted and treated. These defendants breached this contract, and this breach resulted in substandard care for Connor Harris ~~and the death of Jeremy~~ and the **consequent** death of Jeremy and Kimberly Harris' child.

At the time of admission of plaintiffs' decedent, as set forth in the Conditions of Admission the plaintiffs were required to sign, the parents were explicitly assured that the level of care rendered to their son would be that of an Attending physician, even when a "person in training" examined their son, and that contacts between persons in training and their child would be carried out only under the "instruction and supervision" of or by the Attending. Intentionally and knowingly omitted from these Conditions of Admission was the fact that the Hospital's policy was known by Banner Health, BUMCT, and all members of the BUMCT Radiology department, among others not including the plaintiffs, to be that between the hours of 5 PM and approximately 7 PM, so long as a Radiology resident with at least one year and one day of Radiology training was the "on-call resident" for the night, all x-ray procedures were interpreted only by the resident himself, without confirmation of the resident's interpretation by an Attending Radiologist, unless the resident, in his sole and complete discretion, decided that the Attending Radiologist would review those x-ray interpretations after transmission of the study's digital image to the available Attending.

This left the interpretation of potentially critical radiographic studies, on which the proper diagnosis, treatment and survival of plaintiff's decedent depended, in the hands of residents whose fragmentary experience in interpreting pediatric radiology films was measured in months, rather than in the multiple years of experience and full credentialing of the Radiology Attending on call. As a matter of Hospital policy, there was no supervision or instruction of the inexperienced and uncredentialled radiology resident on call...unless that resident decided that he needed help. In this case, a resident who had completed less than 60% of his training in General Radiology, and whose experience in pediatric radiology during his training, as of October 23, 2015, was less than five months, and who had never, in training sessions or in clinical practice, even <u>seen</u> malrotation and volvulus on CT in a toddler Connor Harris' age, hence had no experience at all in diagnosing Connor Harris' condition, decided on his own, in compliance with that Hospital policy, that no Attending Radiologist needed to or would review the diagnostic CT until the following morning. The Attending, at 9:30 PM that night, when the CT scan was completed was ready, willing and able to review the CT through digital transmission of the images to her home computer, but did not do so because she was never made aware of the study by the Resident that night. By the time that Attending Radiologist reviewed the CT the following morning, Connor Harris' malrotation and volvulus had progressed over the intervening 10-12 hours, to where his entire small bowel had died and Connor's life could not be saved.

The completely conditional nature of instruction and supervision of Radiology residents as well as the "permissible supervision in absentia" of surgical residents as matters of hospital policy were knowingly omitted from the Conditions of Admission, and were withheld from the plaintiffs with the intent of inducing reasonable reliance on the safety of admitting their child to BUMCT. The parents reasonably relied on the Conditions of Admission, not knowing that at night the care of their child could be restricted only to persons-in-training, with no personal contact of an Attending with their child or with their child's critical radiology studies, and at times with no knowledge at all on the Attending's part that a critical study had been done. The foreseeable and actual consequence of this reasonable reliance on the false representations, including material omissions, made to them by BUMCT and Banner Health was the misinterpretation of Connor Harris' CT scan by a resident unqualified to diagnose malrotation and volvulus in a toddler on CT scan, preventing diagnosis and emergency surgical treatment of Connor Harris' malrotation and volvulus, and, on the surgical side, the failure of the consulted Attending Surgeon, given only fragmentary, incomplete, inaccurate and at times misleading information from residents or interns inexperienced in pediatric surgery, to personally examine and competently diagnose Connor's surgical emergency at a time when Connor Harris could be saved.

On multiple occasions, both nurses and physicians failed to insist on the personal presence before and personal specialty-level evaluation of Connor Harris by the consulted Pediatric Surgeon, Dr. Hoehner, and there were no enforced Hospital

Rules or Regulations requiring that a patient on whom an emergency Surgical consultation was needed actually be seen and evaluated by a fully trained Surgeon.

Further, the nurses responsible for the care of Connor Harris failed to remain informed about material changes in his vital signs and continuing emesis of bilious material, hence failed to apprise the treating physicians of these material developments.

Further, the radiologists failed to review diagnostic outside films, and they and the department of radiology permitted massive delays in stat studies, such that an ultrasound that should have been performed and reported out within 90 minutes of the STAT order was not reported out for five and a half hours, a delay which had rippling delaying effects on who later cared for Connor Harris and interpreted his films.

The result of these cumulative errors, negligent acts and omissions, breach of contract, and intentional misrepresentation was that a child transferred on an emergency basis by helicopter in the predawn hours of October 23, 2015, at a time when Connor Harris' physical condition was close to normal, making him a minimal operative risk, the referral having the explicit purpose of getting that child into the hands of a Pediatric Surgeon so that surgery could be performed, was not even seen by a Pediatric Surgeon until the next day, by which time Connor Harris' entire small bowel had died, followed shortly thereafter in death by Connor Harris.

The diagnostic findings of Connor's condition - obstruction from mal-rotation of the small bowel **and volvulus of the midgut**- were clear and unambiguous on CT scan,

the performance of which was negligently delayed more than 13 hours after emergency admission, and the competent interpretation of which was delayed another 9-10 hours overnight permitting delay in diagnosis of Connor's condition for close to 24 hours. During these 24 hours of non-diagnosis and non-treatment of the obstruction, the complications ~~of~~ **consequent to** mal-rotation with obstruction foreseeably first appeared at BUMCT and then worsened, resulting in the death of Connor Harris' entire small bowel. The delay in **accurate** interpretation of Connor's diagnostic CT scan resulted from its interpretation at the time of CT performance only by a doctor in training with the attending radiologist being left out of the loop. **The misinterpretation of the critical CT scan, the correct and timely interpretation of which would have been life-saving, but which was falsely interpreted by a partially trained resident who was unaware of his own limitations was the result of a combination of Hospital system failures, permitting such foreseeably substandard Radiology interpretation; the intentional omission of this possibility in contacts with the parents at the time of Connor Harris' admission; the breach of the contract between the parents and the Hospital; the failure of other physicians to insist on an interpretation by the Attending Radiologist, and the substandard interpretation performed by a Radiology resident marginally trained in Pediatric Radiology.**

In addition, complaints by the family of bilious emesis, sufficient to require a change in sheets, were reported to nursing and other health care providers on the medical floor, **just as they had been reported to Nurse Hawkins at Mt. Graham,** but these complaints were never relayed to the treating physicians **or even placed in Connor Harris' medical**

record, resulting in delay in diagnosis of the child's condition until he was not savable. Further, no nurses ~~went~~ **called for a Rapid Response team, or in the alternative went** up the chain of command to secure the safety of Connor Harris **by insisting that the consulted Pediatric Surgeon actually come in to evaluate his patient,** when it was clear that he, **Connor Harris,** required emergency surgery to save his life, and surgeons were planning to "observe" Connor Harris **through the night, rather than treat him** appropriately. Had the physician defendants been informed of the occurrence of bilious emesis at Banner University Medical Center, appropriate testing and curative surgery would more likely than not have followed within hours on October 23, 2015, saving the life and the bowel of Connor Harris. **The same is true had the nurses called the rapid response team or gone up the nursing chain of command to require the Surgeon's first-hand evaluation of his patient.**

The need for emergency abdominal surgery was clinically evident on each of two surgical evaluations, and upon notification of bilious material after insertion of a Naso-Gastric tube **as well,** emergency surgery being required on the basis of the child's clinical deterioration and appearance of early signs of peritonitis and sepsis, independent of any radiologic findings and independent of any misinterpretation of the early **Ultrasound** studies and failure of an ~~attending~~ **Attending** timely to review the later films. Otherwise put, even setting aside any radiographic findings, Connor Harris' clinical picture alone required emergency surgery on October 23, which surgery would have been life-saving.

These cumulative failures to act in accordance with the applicable standards of care permitted an indisputably surgically remediable condition, mal-rotation of the small bowel,

in a child who on admission had an essentially normal physical examination with no signs of peritonitis or sepsis, to progress, without life-preserving surgery, until Connor's entire small bowel had died, making it impossible for Connor to survive.

At the time of his admission to BUMCT, and for many hours thereafter, Connor Harris' clinical condition made it clear that had surgery to correct the malrotation and volvulus been done prior to the death of his entire small bowel, this surgery to a reasonable medical and surgical certainty would have saved Connor's life and much or all of his small bowel.

Further, as to the defense that the named defendants were government employees, as faculty members of the University of Arizona Medical Program, (UAHN or UPS, as well as members of the University of Arizona Medical faculty) on the basis of which the defendants assert that the failure to file government claims is dispositive evidence for running of the applicable statute of limitations, plaintiffs assert that the named defendants, though all physicians but one may have been faculty members, ~~each~~ were nonetheless agents/employees of Banner Health and its subsidiaries (Banner University Medical Group (BUMG) and Banner University Medical Center-Tucson (BUMCT)) specifically while rendering medical care at BUMCT, including the care they rendered to Connor.

Documentary evidence and review of Arizona case law shows almost three dozen ways in which Banner Health and its subsidiaries exercised control over the medical, radiologic or surgical practices of all named defendants, which facts of control determine agency and employment, regardless of the explicit statements of the relevant parties. Further, at least eight requirements of ostensible agency were met, on the facts of this case.

Further, communications between University of Arizona and the defendant physician Attendings state that as of the time of Merger of UAHN with Banner Health, Banner was paying for all malpractice insurance, on a claims-made basis, erasing all potential exposure of any State entity to medical malpractice claims based on clinical work of physicians working at BUMCT, thence making the Government claims act inapplicable, as there was no further call for ABOR or UAHN or the University of Arizona Medical School Tucson to have to budget coverage for clinical care rendered at BUMCT by Faculty Attendings. At the time of filing of this lawsuit, as well as at the time of Connor Harris' death, all defendants except for surgeon Hoehner and his group were covered by "claims made" malpractice insurance policies, selected and paid for exclusively by Banner Health, also making the government claims act inapplicable.

Finally, plaintiffs assert that the care required to deal competently with Connor Harris' surgical abdomen, which required pre-dawn helicopter transfer from Mt. Graham Medical Center specifically and explicitly for emergency CT scan and emergency Surgery Consultation, was "emergency care," the negligent performance of which constituted a breach of BUMCT's non-delegable duties towards Connor Harris.

B. Specific Facts on which plaintiffs' claims are based

i. Relevant Facts regarding Connor Harris' care and treatment at Mt. Graham Regional Medical Center, ending in his air transfer to BUMCT

At about 7 AM on October 23, 2015, Connor Harris was placed on a helicopter at an outlying hospital, Mt. Graham Regional Medical Center (hereafter "Mt. Graham") to be

DECLARATION OF CHARLES S. COX, JR., M.D.

Pursuant to A.R.C.P. 80(I), I declare under penalty of perjury that the following is true to the best of my understanding and knowledge.

1. Qualifications as an Expert

My qualifications are set out in detail in my attached Curriculum Vitae. I am actively practicing medicine in the speciality of Pediatric Surgery. I am board-certified by the American Board of Surgery in both Pediatric Surgery and Surgical Critical Care. I am an attending Pediatric Surgeon at Children's Memorial Hermann Hospital, LBJ/Ben Taub General Hospitals, M.D. Anderson Cancer Center, Texas Children's Hospital. I am also the Director of the Pediatric Trauma Program at the University of Texas / Children's Memorial Hermann Hospital - Texas Medical Center. As part of my job duties, I often work with and oversee resident doctors and other doctors from other specialities that are involved with the care and treatment of pediatric patients, such that I am familiar with the standard of care applicable to physicians providing care to said patients. My nearly thirty years of experience includes the evaluation of pediatric patients for conditions not limited to, but including, malrotation of the bowel, bowel obstruction, and volvulus. My nearly thirty years of experience also includes the evaluation of patients with diagnosed or suspected malrotation of the bowel or volvulus for surgical intervention, including the indications for surgery and the outcomes of early and delayed intervention.

I am familiar with the standard of care applicable to health care providers in Arizona, as it applies to an infant with a history of bilious vomiting who was emergently transferred for evaluation of malrotation of the bowel, bowel obstruction or volvulus, including the evaluation process, the consultation process, and the indications for surgical intervention. The standard of care in Arizona requires a health care provider and/or a health care facility to act as a reasonably prudent health care provider and/or health care facility providing care would act under the same or similar circumstances.

2. **The Factual Basis for the Claim against a Health Care Provider and/or Health Care Facility** is contained in the medical records and imaging studies of Connor Harris from Banner University Medical Center Tucson (BUMCT).

3. **The Health Care Professional's Act, Errors, or Omissions that Constitute a Violation of the Applicable Standard of Care Resulting in Liability.**

Connor Harris was transferred to BUMCT in the morning of October 23, 2015, from Mt. Graham Regional Medical Center for evaluation of possible intussusception and urgent need for evaluation by a pediatric surgeon, according to the emergency room physician. At BUMCT the patient was first evaluated by Emily Nicole Lawson, DO, a resident, with the note attested to by attending physician Marie Olson, M.D., a pediatric hospitalist. Dr. Lawson and Dr. Olson noted sporadic crying for two days, tachycardia, tachypnea, and that the child was transferred for concern of intussusception. There was no mention of the patients history of vomiting, no mention of abdominal pain as the cause of screaming fits, and no mention of the ultrasound from Mt. Graham showing absence of air on the right side of the abdomen. Dr. Lawson and Dr. Olson's assessment

was possible intussusception, appendicitis, volvulus, among other conditions, and the child was admitted for further management and to rule out a surgical abdomen with a stat ultrasound. The ultrasound was ordered at 9:18 AM, but was not performed until 1:38 PM. According to Dr. Olson, the ultrasound revealed perforated appendicitis.

Seven hours later, the patient was evaluated by Parvan Amelia Hartenstein, MD, a resident, with Dr. Marie Olson the attending physician once again. Dr. Hartenstein noted that the patient was found with a ruptured appendix per a verbal read on the ultrasound, and that the child had been started on antibiotics, with surgery called.

Two hours later, now nine hours after admission, the patient was first evaluated by a surgeon, specifically by resident Demitrio J. Camarena, MD, and attending pediatric surgeon Jeff C. Hoehner. However, the records reflect that the order for a pediatric surgery consultation was not placed until approximately 2:40 PM, more than six hours after the patient was admitted. Dr. Camarena's and Dr. Hoehner's note is merely a copy and paste job from earlier notes. Dr. Camarena and Dr. Hoehner failed to review the ultrasound, but instead noted that the patient may benefit from further imaging studies to rule out appendicitis, but inexplicably failed to make any additional orders.

Five hours later at 10:26 PM, more than 14 hours after admission, the patient was evaluated by another resident, Joel Mathew Prakash, MD, who was monitored by attending pediatric surgeon Jeff Hoehner, MD. Dr. Prakash and Dr. Hoehner noted they were called to re-evaluate the child's mental status as it was declining. The patient was noted to be hypotensive, tachycardic and febrile. A stat CT scan was ordered, which according to the read by the resident radiologist, revealed many distended loops of small bowel suggestive of obstruction, but no free air, with the appendix not visualized. Dr. Prakash noted that on exam the patient was lethargic, with a distended abdomen, with some voluntary guarding. An NG tube was ordered to improve the distention. During the late evening hours of October 23, 2015, and into the early morning hours of October 24, 2015, the patient's condition and vital signs continued to deteriorate with no intervention by any physicians or staff at BUMCT.

The following day on October 24, 2015, at or about 6:00 AM, the attending radiologist Dr. Desoki read the CT scan that was interpreted by the resident the night before. Dr. Desoki reported to Merlin C. Lowe, MD, Dr. Hoehner and Dr. Camarena that the CT scan had been incorrectly interpreted by the resident, and that it showed concern for obstruction, volvulus, or malrotation of the bowel, with decreased perfusion to the small bowel. Emergent surgery was scheduled that morning. During surgery, the patient was found to have malrotation with volvulus and a necrotic small bowel.

Connor Harris died at BUMCT on October 24, 2015, with the death certificate noting the cause of death included total small bowel ischemia and necrosis.

In my opinion, based upon my education, training, experience, review of the records relevant to Connor Harris from BUMCT, and my familiarity with the standard of care applicable to physicians caring for and evaluating a patient with sign, symptoms, complaints, and conditions such as Connor Harris, numerous physicians violated the applicable standard of care in their care and treatment of Connor Harris.

First, it is my opinion that Emily Nicole Lawson, DO, Marie Olson, MD., and Parvan Amelia Hartenstein, MD, violated the standard of care by failing to consider or order any tests to rule out the presence of a malrotation of the bowel, despite that diagnosis being in their differential. Here, the child was transferred to BUMCT to rule out a bowel obstruction or volvulus and to be evaluated by

a pediatric surgeon. Dr. Lawson, Dr. Olson, and Dr. Hartenstein, not only failed to order any studies to rule out a bowel obstruction, they failed to note the child had bilious vomit which is an indication of bowel obstruction and the need for emergent surgical consultation. Further, mislead by an incorrectly read ultrasound, Dr. Lawson, Dr. Olson and Dr. Hartenstein failed to order a stat pediatric surgical consultation. The foregoing was a breach of the standard of care.

Second, it is my opinion that Demitrio Camarena, MD, Jeff Hoehner, MD, and Joel Prakash, MD, violated the standard of care in their consultation, evaluation, and recommendations for treatment of the child. Here, resident physician Dr. Camarena, monitored by attending pediatric surgeon Dr. Hoehner, first evaluated the patient nine hours after he was admitted. Their consultation notes are merely copied and pasted from earlier notes, evidencing a failure to complete their own history and physical, which is a violation of the standard of care. Additionally, each physician violated the standard of care by failing to review the ultrasound performed earlier in the day, which did not support a diagnosis of appendicitis, which would have been extremely unusual in a 14 month old. Further, each physician failed to properly consider further testing, especially in light of the child's continued deterioration and signs, symptoms and vital signs as documented in the medical records during the later afternoon and evening hours of October 23, 2015. Finally, each physician violated the standard of care by failing to review the CT scan ordered during the evening on October 23, 2015, which was highly suspicious for an ischemic bowel, but instead relied on a wet read of the study performed by a resident.

To a reasonable degree of medical probability, had Dr. Lawson, Dr. Olson, Dr. Hartenstein, Dr. Camarena, Dr. Hoehner and Dr. Prakash complied with the standard of care, Connor Harris would not have died from an ischemic bowel as there was adequate time to surgically intervene and reverse the malrotation.

4. The Manner in Which the Health Care Professionals' and/or Health Care Facility Acts, Error or Omissions Caused or Contributed to the Damages or other Relief Sought by the Claimants.

It is my professional opinion that Defendants BUMCT, Dr. Lawson, Dr. Olson, Dr. Hartenstein, Dr. Camarena, Dr. Hoehner and Dr. Prakash fell below the applicable standard of care in their inadequate evaluation and treatment of Connor Harris, which resulted in the delay in treatment of a volvulus causing Connor Harris to develop an ischemic bowel, resulting in his death.

Charles S. Cox, Jr., M.D.

DECLARATION OF JAY H. TUREEN, M.D.

Pursuant to A.R.C.P. 80(I), I declare under penalty of perjury that the following is true to the best of my understanding and knowledge.

1. Qualifications as an Expert

My qualifications are set out in detail in my attached Curriculum Vitae. I am actively practicing medicine in the speciality of Pediatrics as a Pediatric Hospitalist. I am board-certified by the American Board of Pediatrics, and I have sub-speciality certification in Pediatric Infectious Diseases. I am an attending Pediatric Hospitalist at the University of California, San Francisco, Medical Center in San Francisco, California. As part of my job duties, I work with and oversee resident doctors along with other physicians from other specialities that are involved with the care and treatment of pediatric patients. Since 1982, I have been a faculty member and Attending Physician in the Department of Pediatrics at the University of California San Francisco, beginning as an Assistant Professor with promotion to Professor in 1996. As an Attending Physician on the Inpatient Pediatric Service at UCSF, I supervise and teach Pediatric residents, interns, and medical students. Additionally, I supervise Infectious Disease fellows and residents in the Infectious Disease Service at UCSF. I also teach multiple courses at the UCSF School of Medicine. My nearly forty years of experience includes the evaluation of pediatric patients for conditions such as appendicitis, bowel obstruction, malrotation of the bowel and volvulus, including the indications for further testing, work-up, consultation and the outcomes of early and delayed intervention.

I am familiar with the standard of care applicable to health care providers in Arizona, as it applies to an infant with a history of bilious and non-bilious vomiting who was emergently transferred for to a facility with a higher level of care and access to a pediatric surgeon. The standard of care in Arizona requires a health care provider and/or a health care facility to act as a reasonably prudent health care provider and/or health care facility providing care would act under the same or similar circumstances.

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abdominal pain as the cause of screaming fits, and no mention of the ultrasound from Mt. Graham showing absence of air on the right side of the abdomen. Dr. Lawson and Dr. Olson's assessment was possible intussusception, appendicitis, volvulus, among other conditions, and the child was admitted for further management and to rule out a surgical abdomen with a stat ultrasound. The ultrasound was ordered at 9:18 AM, but was not performed until 1:38 PM. According to Dr. Olson, the ultrasound revealed perforated appendicitis.

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of perforated appendix, per a verbal read on the ultrasound, and that the child had been started on antibiotics, with surgery called.

Two hours later, now nine hours after admission, the patient was first evaluated by a surgeon, specifically by resident Demitrio J. Camarena, MD, and attending pediatric surgeon Jeff C. Hoehner. However, the records reflect that the order for a pediatric surgery consultation was not placed until approximately 2:40 PM, more than six hours after the patient was admitted. Dr. Camarena's and Dr. Hoehner's note is merely a copy and paste job from earlier notes. Dr. Camarena and Dr. Hoehner failed to review the ultrasound, but instead noted that the patient may benefit from further imaging studies to rule out appendicitis, but inexplicably failed to make any additional orders.

Five hours later at 10:26 PM, more than 14 hours after admission, the patient was evaluated by another resident, Joel Mathew Prakash, MD, who was monitored by attending pediatric surgeon Jeff Hoehner, MD. Dr. Prakash and Dr. Hoehner noted they were called to re-evaluate the child's mental status as it was declining. The patient was noted to be hypotensive, tachycardic and febrile. A stat CT scan was ordered, which according to the read by the resident radiologist, revealed many distended loops of small bowel suggestive of obstruction, but no free air, with the appendix not visualized. Dr. Prakash noted that on exam the patient was lethargic, with a distended abdomen, with some voluntary guarding. An NG tube was ordered to improve the distention. During the late evening hours of October 23, 2015, and into the early morning hours of October 24, 2015, the patient's condition and vital signs continued to deteriorate with no intervention by any physicians or staff at BUMCT.

The following day on October 24, 2015, at or about 6:00 AM, the attending radiologist Dr. Desoki read the CT scan that was interpreted by the resident the night before. Dr. Desoki reported to Merlin C. Lowe, MD, Dr. Hoehner and Dr. Camarena that the CT scan had been incorrectly interpreted by the resident, and that it showed concern for obstruction, volvulus, or malrotation of the bowel, with decreased perfusion to the small bowel. Emergent surgery was scheduled that morning. During surgery, the patient was found to have malrotation with volvulus and a necrotic small bowel.

Connor Harris died at BUMCT on October 24, 2015, with the death certificate noting the cause of death included total small bowel ischemia and necrosis.

In my opinion, based upon my education, training, experience review of the records relevant to Connor Harris from BUMCT, and my familiarity with the standard of care applicable to physicians caring for and evaluating a patient with signs, symptoms, complaints and conditions such as Connor Harris, numerous physicians violated the applicable standard of care in their care and treatment of Connor Harris, and, to a reasonable degree of medical probability, caused or contributed to his death.

It is my opinion that Emily Nicole Lawson, DO, Marie Olson, MD., and Parvan Amelia Hartenstein, MD, violated the standard of care by failing to order any tests to rule out other causes of intra-abdominal disease. Here, after a history and physical exam and review of ER records, Dr. Lawson, a resident, who was monitored by Dr. Olson, ordered an ultrasound to evaluate the child's abdomen. Dr. Lawson and Dr. Olson, based apparently on the report of the ultrasound, diagnosed the child with appendicitis. However, there was no indication in their physical exams or other records that the child had peritoneal signs. The absence of peritoneal signs would be inconsistent with the diagnosis of perforated appendicitis. Later in the day, Dr. Hartenstein, a resident who was supervised by Dr. Olson, evaluated the patient and continued the working diagnosis of appendicitis. Once again, there was no notation of positive peritoneal signs. Given the absence of that objective finding, the standard of care required that Dr. Lawson, Dr. Hartenstein and Dr. Olson consider the possibility of another intra-abdominal form of disease such as bowel obstruction or malrotation and order a CT scan. Had each physician complied with the standard of care, they would have identified the malrotation prior to the time that the child became critically ill, such that he would have been taken to surgery the previous day and would be alive today.

To a reasonable degree of medical probability, had Dr. Lawson, Dr. Olson, and Dr. Hartenstein, complied with the standard of care, Connor Harris would not have died from an ischemic bowel as there was adequate time to surgically intervene and reverse the malrotation.

4. **The Manner in Which the Health Care Professionals' and/or Health Care Facility Acts, Error or Omissions Caused or Contributed to the Damages or other Relief Sought by the Claimants.**

It is my professional opinion that Defendants BUMCT, Dr. Lawson, Dr. Olson, and Dr. Hartenstein fell below the applicable standard of care in their inadequate evaluation and treatment of Connor Harris, which resulted in the delay in treatment of a volvulus causing Connor Harris to develop an ischemic bowel, resulting in his death.

Jay Tureen, M.D.

DECLARATION OF JOHN D. MACKENZIE, M.D.

Pursuant to A.R.C.P. 80(I), I declare under penalty of perjury that the following is true to the best of my understanding and knowledge.

1. Qualifications as an Expert

My qualifications are set out in detail in my attached Curriculum Vitae. I am actively practicing medicine in the specialty of Pediatric Radiology. I am board-certified by the American Board of Radiology, and I have sub-specialty certification in Pediatric Imaging. I am an attending Pediatric Radiologist at the University of California, San Francisco, Medical Center in San Francisco, California. As part of my job duties, I often teach, work with, and oversee resident physicians along with fellows focusing on Pediatric Radiology. Since 2010 I have been affiliated with UCSF School of Medicine as an assistant and associate professor of radiology. Prior to my tenure at UCSF I was affiliated with Stanford University School of Medicine. Currently, at UCSF, I am the Chief of Pediatric Radiology at UCSF Children's Hospital and the Chief of Radiology at Mission Bay Medical Center. My nearly twenty years of experience includes the evaluation of pediatric imaging studies, including, but not limited to ultrasounds, MRIs and CT scans, for conditions such as malrotation of the bowel, bowel obstruction, volvulus, and ischemia, among many other conditions.

I am familiar with the standard of care applicable to health care providers in Arizona, as it applies to an infant with a history of bilious and non-bilious vomiting who was emergently transferred for evaluation of malrotation of the bowel, bowel obstruction or volvulus, including the evaluation of ultrasounds, CT scans, MRIs, among other studies, and the proper interpretation and recommendations that must be made based upon the imaging study. The standard of care in Arizona requires a health care provider and/or a health care facility to act as a reasonably prudent health care provider and/or health care facility providing care would act under the same or similar circumstances.

2. **The Factual Basis for the Claim against a Health Care Provider and/or Health Care Facility** is contained in the medical records and imaging studies of Connor Harris from Banner University Medical Center Tucson (BUMCT).

3. The Health Care Professional's Act, Errors, or Omissions that Constitute a Violation of the Applicable Standard of Care Resulting in Liability.

Connor Harris was transferred to BUMCT in the morning of October 23, 2015, from Mt. Graham Regional Medical Center for evaluation of possible intussusception and urgent need for evaluation by a pediatric surgeon, according to the emergency room physician. At BUMCT the patient was first evaluated by Emily Nicole Lawson, DO, a resident, with the note attested to by attending physician Marie Olson, M.D., a pediatric hospitalist. Dr. Lawson and Dr. Olson noted sporadic crying for two days, tachycardia, tachypnea, and that the child was transferred for concern of intussusception. Dr. Lawson and Dr. Olson's assessment was possible intussusception, appendicitis, volvulus, among other conditions, and the child was admitted for further management and to rule out a surgical abdomen with a stat ultrasound. The ultrasound was ordered at 9:18 AM, but was not performed until 1:38 PM. According to Dr. Olson, the ultrasound revealed perforated appendicitis.

Seven hours later, the patient was evaluated by Parvan Amelia Hartenstein, MD, a resident, with Dr. Marie Olson the attending physician once again. Dr. Hartenstein noted that the patient was found with a ruptured appendix per a verbal read on the ultrasound, and that the child had been started on antibiotics, with surgery called.

Two hours later, now nine hours after admission, the patient was first evaluated by a surgeon, specifically by resident Demitrio J. Camarena, MD, and attending pediatric surgeon Jeff C. Hoehner. However, the records reflect that the order for a pediatric surgery consultation was not placed until approximately 2:40 PM, more than six hours after the patient was admitted.

Five hours later at 10:26 PM, more than 14 hours after admission, the patient was evaluated by another resident, Prakash Mathew, MD, who was monitored by attending pediatric surgeon Jeff Hoehner, MD. Dr. Mathew and Dr. Hoehner noted they were called to re-evaluate the child's condition as his mental status was declining. The patient was noted to be hypotensive, tachycardic and febrile. A stat CT scan was ordered, which according to the read by the resident radiologist, revealed many distended loops of small bowel suggestive of obstruction, but no free air, with the appendix not visualized. Dr. Mathew noted that on exam the patient was lethargic, with a distended abdomen, with some voluntary guarding. An NG tube was ordered to improve the distention. During the late evening hours of October 23, 2015, and into the early morning hours of October 24, 2015, the patient's condition and vital signs continued to deteriorate.

The following day on October 24, 2015, at or about 6:00 AM, the attending radiologist Dr. Desoki read the CT scan that was interpreted by the resident the night before. Dr. Desoki reported to Merlin C. Lowe, MD, Dr. Hoehner and Dr. Camarena that the CT scan had been incorrectly interpreted by the resident, and that it showed concern for obstruction, volvulus, or malrotation of the bowel, with decreased perfusion to the small bowel. Emergent surgery was scheduled that morning. During surgery, the patient was found to have malrotation with volvulus and a necrotic small bowel.

Connor Harris died at BUMCT on October 24, 2015, with the death certificate noting the cause of death included total small bowel ischemia and necrosis, secondary to volvulus.

In my opinion, based upon my education, training, experience, review of the records and imaging studies relevant to Connor Harris from BUMCT, and my familiarity with the standard of care applicable to radiologist evaluating imaging studies for a patient with signs, symptoms, complaints and conditions such as Connor Harris, numerous physicians violated the applicable standard of care in their care and treatment of Connor Harris, and, to a reasonable degree of medical probability, caused or contributed to his death.

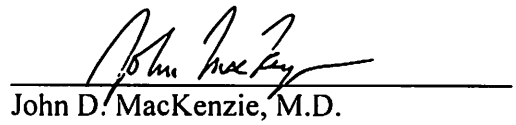
First, it is my opinion that Dr. Jason Thomas Anderson and Dr. Sarah Mohamed Desoky breached the standard of care by misinterpreting the initial ultrasound from October 23, 2015. According to the report signed by Dr. Anderson, a resident, and Dr. Desoky, the attending radiologist, both physicians diagnosed appendicitis and a possible perforation due to the distribution of free fluid in the abdomen. Based upon my review of the ultrasound the rectum and the sigmoid colon are clearly demonstrated on the ultrasound, but were misinterpreted as an inflamed appendix. Additionally, it is my opinion the appendix is not visualized on the study, which would preclude a diagnosis of appendicitis. Instead, the standard of care required each physician to look further for a cause of the surgical abdomen since the findings on the ultrasound of free fluid and dilated loops of bowel do not give a diagnosis. The child needed additional imaging such as a stat upper GI study or CT to exclude the life-threatening surgical condition of

volvulus. Additionally, at the time of transfer to BUMCT each physician was required to recommend an upper GI study, which, in my opinion would have revealed a proximal bowel obstruction and made a diagnosis of volvulus, which would have resulted in immediate surgery. Based upon the foregoing breach of the standard of care, the misread led to a multi-hour delay in diagnosis of the child's condition.

To a reasonable degree of medical probability, had Dr. Anderson and Dr. Desoky, complied with the standard of care in their review of the ultrasound, Connor Harris's condition would have been timely identified and he would have been taken to surgery shortly after the ultrasound, which would have prevented his bowel becoming ischemic and necrotic, leading to his death.

4. The Manner in Which the Health Care Professionals' and/or Health Care Facility Acts, Error or Omissions Caused or Contributed to the Damages or other Relief Sought by the Claimants.

It is my professional opinion that Defendants BUMCT, Dr. Anderson, and Dr. Desoky fell below the applicable standard of care in their inaccurate review of the ultrasound performed on October 23, 2015, which resulted in the delay in treatment of a volvulus causing Connor Harris to develop an ischemic bowel, resulting in his death.



John D. MacKenzie, M.D.

Exhibit 2

FILED
TONI L. HELLON
CLERK, SUPERIOR COURT
12/13/2017 12:44:39 PM
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DEPUTY

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IN THE SUPERIOR COURT FOR THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF PIMA

JEREMY AND KIMBERLY HARRIS, Plaintiffs, vs. BANNER UNIVERSITY MEDICAL CENTER TUCSON CAMPUS, LLC, an Arizona corporation dba BANNER UNIVERSITY MEDICAL CENTER TUCSON; GEETHA GOPALAKRISHNAN, M.D.; MARIE L. OLSON, M.D.; EMILY NICOLE LAWSON, D.O.; PARVANA AMELIA HARTENSTEIN, M.D.; MARCOS ANDRES TERAN, M.D.; JEFF C. HOEHNER, M.D.; DEMETRIO J. CAMARENA, M.D.; PRAKASH JOEL MATHEW, M.D.; JASON THOMAS ANDERSON, M.D., SARAH MOHAMED DESOKY, M.D.; ARIZONA PEDIATRIC SURGERY AND UROLOGY, LTD.; BANNER HEALTH; BANNER UNIVERSITY MEDICAL GROUP; JOHN AND JANE DOES 1 – 50; ABC PARTNERSHIPS 1-5; AND XYZ CORPORATIONS 1-5, Defendants.	No. C20174589 **MOTION TO DISMISS ON BEHALF OF DEFENDANTS BANNER-UNIVERSITY MEDICAL CENTER TUCSON CAMPUS, LLC, ET AL., OR ALTERNATIVELY, MOTION FOR SUMMARY JUDGMENT** (Assigned to Hon. Richard E. Gordon)

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Defendants Banner – University Medical Center Tucson Campus, LLC, Banner Health, Banner – University Medical Group (collectively "Banner") Geetha Gopalakrishnan, M.D., Marie Olson, M.D., Emily Lawson, D.O., Parvana Hartenstein, M.D., Marcos Teran, M.D., Demetrio J. Camarena, M.D., Parkash Joel Mathew, M.D., Jason Anderson, M.D., and Sarah Desoky, M.D. submit this Motion to Dismiss pursuant to Rule 12(b)(6), Ariz. R. Civ. P., or alternatively, seek summary judgment under Rule 56, Ariz. R. Civ. P., for Plaintiffs' failure to comply with A.R.S. §§ 12-821 and 12-821.01. It is abundantly clear from Plaintiffs' Complaint that they are well aware that their claims are barred, because they failed to comply with the notice of claim statute, A.R.S. § 12-821.01, and failed to timely file this lawsuit pursuant to A.R.S. § 12-821. Plaintiffs spend approximately 20 pages of their Complaint on the defensive, arguing why the government claims requirements should not apply. Plaintiffs' "factual allegations" are not facts at all, but rather are legal argument. Such allegations do nothing to cure the deficiency at issue: Plaintiffs failed to serve a notice of claim on any defendant and failed to timely file their lawsuit. As such, Plaintiffs are statutorily barred from bringing this lawsuit.

I. Factual and Procedural Background.

Plaintiffs filed this wrongful death and medical malpractice action against multiple defendants arising out of the care and treatment of Connor Harris at Banner – University Medical Center Tucson ("BUMCT") in October 2015. *See* Complaint (incorporated by reference). Plaintiffs alleged that the defendants negligently managed the care and treatment of Connor Harris, which led to a delay in surgery, and ultimately caused his death. *Id.*, at ¶¶ 131, 132. Plaintiffs filed their Complaint on September 21, 2017. *Id.* Plaintiffs did not serve a notice of claim as to any defendant, hence, Plaintiffs set forth "allegations" in their Complaint that they were not required to comply with the government claims requirements. *Id.*, at ¶¶ 6-44.

BUMCT, formerly University Medical Center, is an academic teaching hospital affiliated with the University of Arizona College of Medicine, which is a public entity and a division of the State of Arizona. A.R.S. § 15-1601(A) and (B). The University of

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Arizona appoints faculty to provide graduate medical education to residents and fellows who are selected by the University of Arizona College of Medicine. *See* Notices of Appointment (**Exhibit A**) and Resident Agreements (**Exhibit B**); *see also* A.R.S. § 15-626(A) (conferring power on the Arizona Board of Regents to "appoint and employ vice-presidents, deans, professors, instructors, lecturers, fellows and such other officers and employees" or delegate such authority to university presidents or their designees). Consistent with the statutes, the University of Arizona College of Medicine appoints faculty to serve as professors. The professors serve as attending physicians and provide instruction to residents and fellows in a clinical setting at the hospital (BUMCT). *See* Notices of Appointment (**Exhibit A**) and Resident Agreements (**Exhibit B**).

Sarah Desoky, M.D., Marie Olson, M.D., and Geetha Gopalakrishnan, M.D., were attending physicians ("the Attending Physicians") at BUMCT by virtue of their appointments as professors with the University of Arizona. *See* Notices of Appointment (**Exhibit A**). The Notices of Appointment set forth that the Attending Physicians were employees of the University during the relevant time period (October 2015), held the title of Assistant Professor, and received an annual salary from the University. *Id.* The Attending Physicians' Appointment was subject to the provisions of the Arizona Board of Regents ("ABOR") policy manual and the University Handbook for Appointed Personnel ("UHAP"). *Id.* By accepting the Appointment with the University, the Attending Physicians agreed that they were subject to ABOR Conditions of Service and the corresponding provisions of the UHAP. *Id.* The Attending Physicians also agreed to comply with the rules, regulations, and policies of the University and ABOR. *Id.*

Emily Lawson, M.D., Parvana Hartenstein, M.D., Marcos Teran, M.D., Jason Anderson, M.D., Demitrio Camarena, M.D., and Prakash Mathew, M.D. were resident physicians ("the Residents") at BUMCT at the time of the care at issue. *See* Resident Agreements (**Exhibit B**). As set forth in the Resident Agreements, the Residents were employees of the ABOR as part of the University of Arizona College of Medicine's Graduate Medical Education ("GME") Program. *Id.* The purpose of the GME Program is

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to provide training opportunities to the residents in their respective disciplines of medicine. *Id.* The GME Program, as its name suggests, is an extension of the Residents' educational requirements and completing residency training is a pre-requisite to licensure.

Pursuant to the Resident Agreements, the responsibilities of the Residents were, at all relevant times: to fulfill the educational requirements of the training program; to provide patient care under faculty and teaching staff supervision; and to develop a personal program of learning to foster professional growth and life-long learning skills, with guidance and supervision from faculty and teaching staff. *Id.*, at ¶ 3. The Residents were required to abide by the policies and procedures of the University, ABOR, and GME Committee. *Id.* In turn, the University agreed to provide a GME Program that meets the standards established by the Accreditation Council for Graduate Medical Education ("ACGME") and its Resident Review Committees. *Id.*, at ¶ 4.

II. Standard of Review.

Rule 12(d), Ariz. R. Civ. P., states that if, on a motion to dismiss for failure to state a claim under Rule 12(b), matters outside the pleading are presented to, and not excluded by the court, the motion must be treated as one for summary judgment under Rule 56, and all parties shall be given a reasonable opportunity to present all material that is pertinent to the motion. However, there are multiple exceptions to the conversion rule.

"A Rule 12(b)(6) motion that refers to a contract or other document attached to the complaint does not trigger Rule 56 treatment…." *Strategic Dev. & Constr., Inc. v. 7th & Roosevelt Partners, LLC*, 224 Ariz. 60, 63, 226 P.3d 1046, 1049 (App. 2010), citing Rule 10(c), Ariz. R. Civ. P. (copy of a written instrument which is an exhibit to a pleading is a part thereof for all purposes"). "[A]nother exception to the conversion rule that applies to matters that, although not appended to the complaint, are central to the complaint." Id., 224 Ariz. at 64, 226 P.3d at 1050, citing *Alternative Energy, Inc. v. St. Paul Fire and Marine Ins. Co.*, 267 F.3d 30, 33 (1st Cir. 2001) (citation omitted) (a narrow exception to the conversion rule encompasses documents central to plaintiffs' claim).

Plaintiffs attached multiple exhibits to their Complaint. The documents include

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Exhibit 3

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JoJene E. Mills (State Bar No. 010372; PC No. 64891)
Attorney for Plaintiffs

COPY
SEP 21 2017
TONI L. HELLON
CLERK, SUPERIOR COURT

IN THE SUPERIOR COURT FOR THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF PIMA

JEREMY AND KIMBERLY HARRIS Plaintiffs, vs. BANNER UNIVERSITY MEDICAL CENTER TUCSON CAMPUS, LLC, an Arizona Corporation dba BANNER UNIVERSITY MEDICAL CENTER TUCSON; GEETHA GOPALAKRISHNAN, M.D.; MARIE L. OLSON, M.D.; EMILY NICOLE LAWSON, D.O.; PARVANA AMELIA HARTENSTEIN, M.D.; MARCOS ANDRES TERAN, M.D.; JEFF C. HOEHNER, M.D.; DEMITRIO J. CAMARENA, M.D.; PRAKASH JOEL MATHEW, M.D.; JASON THOMAS ANDERSON, M.D.; SARAH MOHAMED DESOKY, M.D.; ARIZONA PEDIATRIC SURGERY AND UROLOGY, LTD; BANNER HEALTH; BANNER UNIVERSITY MEDICAL GROUP, ; JOHN AND JANE DOES 1 THROUGH 50; ABC PARTNERSHIPS 1-5; AND XYZ CORPORATIONS 1-5, Defendants	NO. C 20174589 **COMPLAINT** **ASSIGNED TO:** LESLIE B. MILLER

I. Jurisdiction and Venue

1. JEREMY AND KIMBERLY HARRIS, the plaintiffs, are and at all times relevant to this litigation were residents of Graham County, Arizona and are the natural parents of CONNOR HARRIS, (hereafter CONNOR) a minor, who is the decedent in this wrongful death action.
2. All relevant negligent acts, omissions and events complained of in this litigation occurred in Tucson, Pima County, Arizona.
3. This complaint is filed within two years of the accrual of the medical malpractice action.
4. All named defendants and DOE defendants are subject to jurisdiction in Pima County, Arizona, where the negligent acts or omissions which caused CONNOR HARRIS' death occurred, and where the defendants were licensed to do business.
5. By information and belief, none of the named defendants or DOE defendants were government entities or employees during their rendition of medical care to CONNOR HARRIS.

II. Inapplicability of Government Claims Requirements as to any named or Doe Defendant

6. BANNER UNIVERSITY MEDICAL CENTER TUCSON, BANNER UNIVERSITY MEDICAL GROUP, BANNER HEALTH, and ARIZONA PEDIATRIC SURGERY AND UROLOGY LTD, named defendants, and their successors are private, non-governmental corporations organized under the laws of the State of Arizona, and were licensed to do business and were doing business at all times relevant to this action in the County of Pima.

Exhibit 4

FILED
TONI HELLON
CLERK, SUPERIOR COURT
3/13/2018 3:27:31 PM

ARIZONA SUPERIOR COURT, PIMA COUNTY

HON. RICHARD E GORDON

CASE NO. C20174589

DATE: March 13, 2018

JEREMY HARRIS, et al.,
Plaintiffs

VS.

BANNER UNIVERSITY MEDICAL CENTER
TUCSON CAMPUS LLC, et al.,
Defendants

RULING

IN CHAMBERS UNDER ADVISEMENT RULING

Pending before the Court is Defendants' December 13, 2017, Motion to Dismiss on Behalf of Banner-University Medical Center Tucson Campus, LLC, et al., or alternatively, Motion for Summary Judgment, and Plaintiffs' January 22, 2018, Request for Rule 56(d) Relief. The Court held a hearing on March 12, 2018, and took the matter under advisement. For the following reasons, the Court will deny the Motion to Dismiss/Motion for Summary Judgment without prejudice and grant the Request for Rule 56(a) Relief.

A. Background

Plaintiffs have sued the moving Defendants/medical providers who treated their 14-month-old son (who died allegedly because of their care) at Banner University Medical Center ("Banner") in October 2015. The lawsuit was filed on September 21, 2017, and no discovery has yet taken place. Defendants seek summary dismissal of the claims made against them based on Plaintiffs' uncontested failure to comply with A.R.S. § 12-821.01.

B. Analysis

Under Arizona law, before a lawsuit can proceed against a public employee, the plaintiff must file and serve a "claim" within defined periods of time:

Mary Dimond
Judicial Administrative Assistant

> Persons who have claims against a public entity, public school or a public employee shall file claims with the person or persons authorized to accept service for the public entity, public school or public employee as set forth in the Arizona rules of civil procedure within one hundred eighty days after the cause of action accrues. The claim shall contain facts sufficient to permit the public entity, public school or public employee to understand the basis on which liability is claimed. The claim shall also contain a specific amount for which the claim can be settled and the facts supporting that amount. Any claim that is not filed within one hundred eighty days after the cause of action accrues is barred and no action may be maintained thereon.

A.R.S. § 12-821.01(A). Failure to comply with this statute bars a lawsuit against the public employee. *Falcon ex rel. Sandoval v. Maricopa County*, 213 Ariz. 525, 527, ¶ 10, 144 P.3d 1254, 1256 (2006).

Defendants argue that they were public employees at the time of the care at issue and have attached their employment contracts with the University of Arizona College of Medicine which show this. Thus, according to Defendants, a claim pursuant to A.R.S. § 12-821.01 should have been served on them and, because it is uncontested that this was never done, dismissal or summary judgment is required.

Plaintiffs argue that these Defendants were not public employees – or more precisely – they were not acting in such a capacity when the care at issue was rendered. *See Villasenor v. Evans*, 241 Ariz. 300, 303, ¶ 15, 386 P.3d 1273, 1276 (App. 2016) ("§ 12–821.01 applies only to claims against public employees that arise from conduct within the scope of their public employment"). Plaintiffs contend that other contracts or evidence might legitimately undermine Defendants' argument that they were working as public employees, and Plaintiffs have produced unrelated contracts showing that different types of employment relationships exist at Banner connected to the University of Arizona College of Medicine providers. Thus, according to Plaintiffs, summary judgment should be denied or at least postponed.

Although overlap appears inevitable, it is difficult to conceive that of any of the alleged (mis)treatment could fall wholly outside the scope of Defendants' public employment at the University of Arizona College of Medicine. Course and scope case law, however, is intensively factual. *See Higginbotham v. AN Motors of Scottsdale*, 228 Ariz. 550, 552, ¶ 5, 269 P.3d 726, 728 (App. 2012). Because Plaintiffs have had no opportunity

to explore the contours of Defendants' employment relationship with Banner and the University of Arizona College of Medicine, and given the complexity of the subject matter, additional time to do so is appropriate. *See Simon v. Safeway, Inc.*, 217 Ariz. 330, 333, ¶ 6, 173 P.3d 1031, 1034 (App. 2007) (Rule 56([d]) is designed to allow "a diligent party [to be] given a reasonable opportunity to prepare his case"). The Court thus will deny Defendants' Motion to Dismiss/Motion for Summary Judgment without prejudice, and grant Plaintiffs' Request for Rule 56(d) relief and allow counsel to conduct discovery on the applicability of A.R.S. § 12-821.01 as to the moving Defendants.

C. Conclusion

Accordingly,

IT IS ORDERED DENYING without prejudice Defendants' December 13, 2017, Motion to Dismiss on Behalf of Banner-University Medical Center Tucson Campus, LLC et al., or alternatively, Motion for Summary Judgment; Defendants may refile the Motion following discovery on the issue.

IT IS FURTHER ORDERED GRANTING Plaintiffs' January 22, 2018, Request for Rule 56(d) Relief to allow Plaintiffs to conduct discovery on the applicability of A.R.S. § 12-821.01 as to the moving Defendants.

cc: Arlan A. Cohen, Esq.
Ginamarie Slattery, Esq.
Jojene E. Mills, Esq.
Kathleen M. Rogers, Esq.
Lawrence J. Rudd, Esq.
Clerk of Court - Under Advisement Clerk

Mary Dimond
Judicial Administrative Assistant

Exhibit 5

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IN THE SUPERIOR COURT FOR THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF PIMA

JEREMY AND KIMBERLY HARRIS, Plaintiffs, vs. BANNER UNIVERSITY MEDICAL CENTER TUCSON CAMPUS, LLC, an Arizona corporation dba BANNER UNIVERSITY MEDICAL CENTER TUCSON; GEETHA GOPALAKRISHNAN, M.D.; MARIE L. OLSON, M.D.; EMILY NICOLE LAWSON, D.O.; PARVANA AMELIA HARTENSTEIN, M.D.; MARCOS ANDRES TERAN, M.D.; JEFF C. HOEHNER, M.D.; DEMETRIO J. CAMARENA, M.D.; PRAKASH JOEL MATHEW, M.D.; JASON THOMAS ANDERSON, M.D., SARAH MOHAMED DESOKY, M.D.; ARIZONA PEDIATRIC SURGERY AND UROLOGY, LTD.; BANNER HEALTH; BANNER UNIVERSITY MEDICAL GROUP; JOHN AND JANE DOES 1 – 50; ABC PARTNERSHIPS 1-5; AND XYZ CORPORATIONS 1-5, Defendants.	No. C20174589 **DEFENDANT BANNER UNIVERSITY MEDICAL GROUP'S RESPONSE TO PLAINTIFFS' REQUEST FOR ADMISSION NO. 1-4 AND NON-UNIFORM INTERROGATORIES NO. 1-4** (Assigned to Hon. Richard E. Gordon)

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Defendant Banner – University Medical Center Tucson Campus, LLC, by and through counsel undersigned, submits the following response to Plaintiffs' Request for Admission No. 1-4 and Non-Uniform Interrogatories No. 1-4.

REQUEST FOR ADMISSION NO. 1

Admit that neither the State of Arizona nor any State government entity has any financial exposure to liability in this lawsuit.

Response:

Admit.

NON-UNIFORM INTERROGATORY NO. 1

If your response to Request for Admission No. 1 was anything but an unequivocal admission:

A. Provide the basis for your response.

B. List all witnesses you will use to support your response.

C. List all exhibits you will use to support your response.

REQUEST FOR ADMISSION NO. 2

Admit that the malpractice coverage cited in the disclosure statements of defendants was paid for in full, with no allocation agreement to divide responsibility for liability covered by this policy, by Banner or Banner entities and not by the State of Arizona or any of its entities.

Response:

Admit.

NON-UNIFORM INTERROGATORY NO. 2

If your response to Request for Admission No. 1 was anything but an unequivocal admission:

A. Provide the basis for your response.

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B. List all witnesses you will use to support your response.

C. List all exhibits you will use to support your response.

REQUEST FOR ADMISSION NO. 3

Admit that as of 7/1/15, all Clinicians with Faculty positions at U of A were covered by workers compensation policies for injury that might occur during clinical work at BUMCT by Banner Health or its entities which policies were paid for by Banner Health or its entities and not by the State of Arizona or any of its entities.

Response:

Admit.

NON-UNIFORM INTERROGATORY NO. 3

If your response to Request for Admission No. 1 was anything but an unequivocal admission:

A. Provide the basis for your response.

B. List all witnesses you will use to support your response.

C. List all exhibits you will use to support your response.

REQUEST FOR ADMISSION NO. 4

Admit that whether or not the defendants in this lawsuit were called University employees' or 'Banner Health' employees or BUMCT employees, their malpractice coverage at the time of Connor Harris' death and at the time of filing of his lawsuit was paid for in full by BH and/or its entities, and not by the State of Arizona or its entities.

Response:

Admit.

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NON-UNIFORM INTERROGATORY NO. 4

If your response to Request for Admission No. 1 was anything but an unequivocal admission:

A. Provide the basis for your response.

B. List all witnesses you will use to support your response.

C. List all exhibits you will use to support your response.

DATED this 7th day of September, 2018.

SLATTERY PETERSEN PLLC

By _____

GinaMarie Slattery
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ORIGINALS of the foregoing sent via U.S. Mail this 7th day of September, 2018, to the following:

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Exhibit 6

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Entity

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Entity Type

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Name Type	CORPORATION

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Name Type	CORPORATION

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Name Type	L.L.C.

Exhibit 7

ACADEMIC AFFILIATION AGREEMENT

BETWEEN

BANNER HEALTH

AND

THE ARIZONA BOARD OF REGENTS

ON BEHALF OF

THE UNIVERSITY OF ARIZONA

FEBRUARY 28, 2015

LIST OF SCHEDULES AND EXHIBITS

SCHEDULE	DESCRIPTION
1.1.1	Grandfathered Affiliations
1.15	Geographic Area for Provision of Oncology Services
1.17	Capital Expenditure Projects
1.22	Continuation of Services and Programs
1.25	Other University Agreements
3.4.1	B–UMG 2015 Fiscal Year Capital and Operating Budgets
3.8	Academic Department Chairs as of Effective Date
4.1.2(c)	Existing Faculty to be Employed by University
4.1.4(d)	COM-P Faculty Physicians with Independent Practice Activities
4.1.5(c)	ERE Rates
4.1.6(b)(v)	BH- or BMG-Employed Physicians Practicing at BGSMC
5.1.2	UAHN/University Letter Agreement
6.7.1	University Research Policies and Procedures
9.1.4	BH Legal Proceedings
9.1.5(b)	BH Permits
9.2.5	University Legal Proceedings
9.2.6(b)	University Permits
9.4(a)	University's Knowledge
9.4(b)	BH's Knowledge

EXHIBIT	DESCRIPTION
A	Healthcare System Tucson Service Area
B	UFC Transition Plan
C	Rules and Regulations of the AMC
D	Template Employment Agreement for B–UMG Clinicians Employed by B–UMG)
E	B–UMG's Corrective Action Policy
F	Entities and Facilities Included in the Healthcare System Tucson Service Area

ACADEMIC AFFILIATION AGREEMENT

THIS ACADEMIC AFFILIATION AGREEMENT (this "**Agreement**") is made and entered into as of February 28, 2015 (the "**Effective Date**") between **BANNER HEALTH**, an Arizona nonprofit corporation ("**BH**"), and **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**"). BH and the University may be referred to herein individually as a "**Party**" and, collectively, as the "**Parties**." Capitalized terms not otherwise defined herein shall have the meanings set forth in Article 11.

RECITALS

A. BH is a nonprofit health care system, which operates health care facilities in Alaska, Arizona, California, Colorado, Nebraska, Nevada, and Wyoming, including Banner Good Samaritan Medical Center ("**BGSMC**") and other facilities in the Phoenix metropolitan area, and, following the transactions referenced in Recital D herein, the Tucson metropolitan area.

B. The University owns and operates The University of Arizona College of Medicine in Phoenix ("**COM-P**") and The University of Arizona College of Medicine in Tucson ("**COM-T**"), accredited allopathic medical schools located in Phoenix, Arizona and Tucson, Arizona, respectively (each, a "**Medical School**" and, collectively, the "**Medical Schools**").

C. Immediately prior to the date of this Agreement, The University of Arizona Health Network, Inc. ("**UAHN**") was the sole corporate member of: (i) University Medical Center Corporation ("**UMCC**"), which owned and operated the main campus of The University of Arizona Medical Center located at 1501 N. Campbell Ave., Tucson, Arizona that was operated under the name "The University of Arizona Medical Center – University Campus" and is operated under the name "Banner–University Medical Center Tucson Campus" as of the date hereof (the "**Medical Center – Tucson Campus**"), which serves as the principal teaching hospital for COM-T and other University health sciences colleges; and (ii) University Physicians Healthcare, an Arizona non-profit corporation ("**UPH**"), which (x) serves as the faculty clinical practice organization for COM-T, and (y) operated the south campus of The University of Arizona Medical Center located at 2800 E. Ajo Way, Tucson, Arizona that was operated under the name "The University of Arizona Medical Center – South Campus" and is operated under the name "Banner–University Medical Center South Campus" as of the date hereof (the "**Medical Center – South Campus**").

D. Pursuant to the terms of that certain Agreement among BH, the University, and UAHN, dated January 30, 2015 (the "**Definitive Agreement**"): (i) UPH transferred all of its assets associated with the operation of the Medical Center – South Campus, including its provider-based clinics, to Banner–University Medical Center South Campus, LLC ("**B–UMCS LLC**"), a sole member Arizona limited liability company formed by UAHN prior to the date hereof, and assigned the Pima County Lease (as defined in Section 1.4 below) to B–UMCS LLC; and, (ii) UMCC merged with and into a newly-formed Arizona limited liability company having BH as its sole member, Banner–University Medical Center Tucson Campus, LLC ("**B–UMCT LLC**"); and (iii) UAHN merged with and into BH, as a result of which BH acquired equity or

membership interests in UPH, B–UMCS LLC, and other direct or indirect subsidiaries of UAHN, and is therefore the direct or indirect owner of the facilities and entities comprising the Healthcare System.

E. Pursuant to the terms of that certain Ground Lease and Purchase Option Agreement between the Arizona Board of Regents ("**ABOR**") and BH of even date herewith (the "**Ground Lease**"), BH leases from ABOR (i) the real property previously leased by ABOR to UMCC for the operation of the Medical Center - Tucson Campus (the "**Medical Center Real Property**"), and (ii) certain other real property owned by ABOR that will be used by BH or its Healthcare System Affiliates for additional improvements to be constructed (the "**University Real Property**"), which real property has been subleased by BH to B–UMCT LLC.

F. As contemplated by, and as a condition of the closing of the transaction contemplated by, the Definitive Agreement, BH and the University desire to enter into an academic affiliation (the "**Affiliation**") to facilitate continued and expanded clinical educational opportunities for undergraduate medical students, residents, and fellows at the Medical Center - Tucson Campus, the Medical Center - South Campus, and BGSMC and to strive for the following shared economic and business objectives of the Parties: (i) a national and international reputation for academic excellence, scientific research, effective population health management, integrated delivery of clinical services, and innovation; (ii) first-tier research and training destinations with world-class physicians; (iii) a financially strong statewide healthcare delivery system, anchored by two flagship academic medical centers in Tucson and Phoenix, that reliably and compassionately provides high quality, evidence-based, patient-centered care throughout all of its providers and facilities on behalf of all of the State's citizens; (iv) clinical breadth and depth to support academic excellence and scientific achievement and innovation; and (v) effective clinical and business operations to provide resources dedicated to supporting transformative and balanced growth academically, scientifically and clinically (collectively, the "**Parties' Objectives**").

G. As contemplated by, and as a condition of the closing of the transaction contemplated by, the Definitive Agreement, the Parties wish to set forth the full and complete terms of their agreement with respect to the Affiliation.

NOW, THEREFORE, for and in consideration of the premises, and the agreements, covenants, representations and warranties hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are forever acknowledged and confessed, the Parties agree as follows:

ARTICLE 1
BH RESPONSIBILITIES

1.1 **Commitments Regarding Exclusivity**.

1.1.1 Exclusive Healthcare Academic Partner. Subject to the terms of this Agreement, BH and its Affiliates shall be the exclusive Healthcare Academic Partner of the University's Arizona Health Sciences Center, including the Medical Schools but not the other University health sciences colleges. BH acknowledges certain existing hospital affiliations

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between the Medical Schools and other academic partners as set forth on Schedule 1.1.1 (the "**Grandfathered Affiliations**") and further acknowledges and agrees that: (i) the Grandfathered Affiliations shall be honored by BH; (ii) BH shall take no action to terminate, and shall not expect or require the University to terminate, any Grandfathered Affiliation prior to February 28, 2019; and (iii) BH shall take no action to terminate, and shall not expect or require the University to terminate, the University's relationship with Dignity Health pursuant to that certain Cancer Program Affiliation Agreement between Dignity Health and the University dated January 22, 2013 regarding academic and clinical activities undertaken at the cancer center in central Phoenix (the "**Dignity Agreement**").

1.1.2 Academic Medical Partner.

(a) BH covenants and agrees that, without the prior consent of the University, the University shall be the exclusive Academic Medical Partner of BH and its Affiliates in the State of Arizona with the exception of: (i) BH's arrangement with MD Anderson Cancer Center pursuant to that certain Oncology Services Agreement dated April 1, 2009 between BH and M.D. Anderson Physicians Network (the "**MD Anderson Agreement**"); (ii) any future hospital acquisitions by BH or any Affiliate of BH in which the acquired hospital has residency or fellowship program(s), provided that, in such event, BH shall make reasonable and good faith efforts to combine such program(s) in the State of Arizona into Banner Academics as soon as reasonably possible after the consummation of such acquisition; (iii) BH or any Affiliate of BH serving simply as a rotation site for medical students from other sponsoring institutions; (iv) subject to approval of the AMC, BH or any Affiliate of BH serving simply as a rotation site for residents or fellows from other sponsoring institutions; and (v) joint research collaborations by BH or any Affiliate of BH that do not involve medical education with Arizona State University or any other academic institutions in the State of Arizona.

(b) Unless otherwise agreed by the AMC, BH shall cause any physicians employed by BH and its Affiliates for the purpose, in whole or in part, of providing clinical physician services in the geographic area set forth on Exhibit A (the "**Healthcare System Tucson Service Area**") to be employed in compliance with the terms of this Agreement, including without limitation Article 4 below.

(c) BH shall consult with the AMC on an on-going basis with respect to planning for quaternary and tertiary services in the Phoenix metropolitan area and shall consider the implications for any new quaternary or tertiary services upon the Phoenix academic enterprise in connection with such planning.

(d) In the event that the provisions contained in this Section 1.1.2 are ever deemed to exceed the time or geographic limits or any other limitations permitted by applicable Law, then such provisions shall be deemed reformed to the maximum extent permitted by applicable Law.

1.2 **Banner Academics**. As soon as practicable after the Effective Date, BH, as the sole corporate member of UPH, shall cause the corporate name of UPH to be changed to "Banner–University Medical Group" through the filing of appropriate amended articles of incorporation and tradename registration, as appropriate, with the Arizona Corporation

Commission (accordingly, UPH also shall be referred to herein as "**B–UMG**"). As of the Effective Date, BH shall create "**Banner Academics,**" which shall be a division of BH that includes:

1.2.1 The clinical, clinical research and teaching operations of practicing physicians, residents, fellows and mid-level practitioners employed by or practicing through B–UMG ("**B–UMG Clinicians**"); any personnel other than B–UMG Clinicians, including without limitation other clinical, administrative, and support personnel, shall not be considered part of Banner Academics;

1.2.2 The operations of the B–UMG Clinics;

1.2.3 The residency and fellowship programs at the Medical Center - Tucson Campus, the Medical Center - South Campus and BGSMC;

1.2.4 Medical student rotations from the Medical Schools;

1.2.5 The oversight of the teaching activities of the non-B–UMG-employed physicians (including but not limited to BMG-employed physicians as well as independent physicians with a faculty title) participating in the Teaching Programs at the Medical Center - Tucson Campus, the Medical Center - South Campus and BGSMC; and

1.2.6 Clinical affiliations of the Medical Schools with parties other than BH or any Affiliate of BH.

The AMC shall oversee the operations and activities of Banner Academics in accordance with Article 3.

1.3 **Facilities and Clinical Capabilities**. Throughout the Term, BH and its Healthcare System Affiliates shall provide Banner Academics and the University with access to an acute care hospital facility in each of the Tucson and Phoenix metropolitan areas that has adequate facilities, technological resources, and clinical capabilities to provide substantially the same level of capacity and services as provided by the Medical Center – Tucson Campus and BGSMC, respectively, that is, as academic medical centers capable of effectively serving the evolving academic and research needs of the University and otherwise meeting the clinical health care needs of the geographic areas served by such facilities. Such facilities and clinical capabilities include, without limitation, the Teaching Programs provided at the Medical Center - Tucson Campus and BGSMC as of the Effective Date, or equivalent programs that would otherwise constitute reasonable substitutes for those programs at the Medical Center - Tucson Campus and BGSMC, respectively. BH (as applicable) and its applicable Healthcare System Affiliates shall maintain all Licenses and Permits that are necessary to operate the Medical Center – Tucson Campus, Medical Center – South Campus, BGSMC, and B–UMG in material compliance with applicable Law.

1.4 **Teaching Programs**. BH and its applicable Healthcare System Affiliates shall not take any action to reduce, materially modify, or terminate any Teaching Program at (i) the Medical Center – Tucson Campus, (ii) the Medical Center – South Campus so long as that certain Amended and Restated Lease Agreement dated June 21, 2011 between Pima County,

Arizona and B–UMG (or its successor) for the Medical Center – South Campus (the "**Pima County Lease**") remains in effect or the Medical Center – South Campus otherwise continues to be operated by BH or its applicable Healthcare System Affiliates, or (iii) BGSMC, unless, in each case, such reduction, material modification, or termination is approved by the AMC. In the event that the Pima County Lease terminates or is not renewed, BH shall take commercially reasonable efforts to relocate the Teaching Programs conducted at Medical Center – South Campus (and the attendant funding) to Medical Center – Tucson Campus or another suitable location in the Healthcare System Tucson Service Area.

1.5 **Graduate Medical Education ("GME") Programs**. BGSMC shall reasonably and in good faith work to convey its role as an Accreditation Council for Graduate Medical Education ("**ACGME**")-designated Sponsoring Institution of BH GME programs at BGSMC to COM-P, provided that the University has obtained ACGME accreditation for the COM-P residency program (separate from the existing ACGME accreditation applicable to the GME activities undertaken through COM-T).

1.6 **Residents and Fellows**. As of the Effective Date and continuing through the end of the then-current academic year, BH shall maintain the number and allocation of residents and fellows in ACGME-accredited programs at BGSMC and COM-P in effect as of the Effective Date, with the exception of transfers in and out of such programs for the remainder of the then-current academic year in the ordinary course. Thereafter, the AMC shall determine the number and allocation of residents and fellows in ACGME-accredited programs at BGSMC and COM-P in accordance with Article 3.

1.7 **Service Agreements**.

1.7.1 Physician Services of B–UMG. If and as approved by the AMC and consistent with Article 5 of this Agreement, B–UMG shall provide the Medical Center - Tucson Campus, the Medical Center - South Campus, and BGSMC with the following: (i) hospital-based physician services, except with respect to hospital-based physician services arrangements for ED and anesthesia services at BGSMC existing as of the Effective Date, which arrangements may be renewed or renegotiated by BH in its sole discretion, and with a successor group practice or group practices so long as a majority of the physicians providing services on behalf of the successor group practice were also physicians providing services on behalf of the predecessor group practice(s); (ii) medical director services, except with respect to hospital-based ED and anesthesia services at BGSMC; (iii) coordination of physician recruitment; (iv) call and inpatient coverage; (v) hospitalist services; and (vi) other purchased health care services. The terms of any and all such arrangements shall be subject to approval of the AMC. Such terms shall be set forth in a written agreement that is commercially reasonable, contains provisions specifying the required service levels and requirements, for a term of one-year (unless otherwise approved by the AMC) and compensation for such physician services and other purchased health care services shall be on a direct cost basis plus a profit margin of three percent (3%). If B–UMG declines or is unable to provide such physician services and other purchased health care services, then BH shall be entitled to obtain such physician services or other purchased health care services, as applicable, from sources other than B–UMG.

1.7.2 Pathology Services Covering Multiple BH Hospitals. Notwithstanding the provisions of Section 1.7.1, AMC approval shall not be required with respect to the hospital-based pathology services arrangement and related medical direction arrangements covering multiple BH hospitals between BH and Pathology Specialists of Arizona, providing the same pricing with respect to all participating BH hospitals, which arrangements may be renewed or renegotiated by BH in its sole discretion, and with a successor group practice or group practices so long as a majority of the physicians providing services on behalf of the successor group practice(s) were also physicians providing services on behalf of the predecessor group practice

1.7.3 Support Services for B–UMG. All administrative and support services for B–UMG shall be provided by BH or its Affiliates to B–UMG, unless otherwise approved by the AMC. The terms of such arrangements shall be set forth in a written agreement that is commercially reasonable, contains provisions specifying the required service levels and requirements, for a term of one-year (unless otherwise approved by the AMC) and compensation for such administrative and support services shall be on a direct cost basis plus a profit margin of three percent (3%) or in accordance with the allocation methodology described in Section 3.5.1 or Section 7.7.3. If BH or its Affiliates decline or are unable to provide such administrative and support services, then B–UMG shall be entitled to obtain such administrative and support care services, as applicable, from sources other than BH or its Affiliates.

1.8 **Third-Party Payor and Network Participation Agreements**. BH shall have sole and exclusive authority to enter into, on behalf of B–UMG, all third-party payor agreements, including without limitation all of the following: (i) managed care agreements; (ii) network participation agreements, including all preferred provider organization and accountable care organization agreements; and (iii) network provider agreements, including shared risk, shared savings and similar agreements, including without limitation agreements with Banner Health Network. BH shall cause B–UMG to participate in all payor and provider agreements negotiated and executed by BH that include B–UMG.

1.9 **BH Leadership Personnel**. BH shall consult with the University prior to BH's appointment of (i) the President of Banner Academics, who shall also serve as the B–UMG CEO, and (ii) the Banner Division President with responsibility for the Healthcare Primary Service Area. The President of Banner Academics shall be employed by BH and shall report to the AMC and the President of the Banner–University Medicine Division. The President of Banner Academics must be a physician, must be eligible for appointment to the faculty of COM-T or COM-P, and shall receive such an appointment when initially employed as the President of Banner Academics, but maintenance of such appointment shall not be a requirement for continued employment by BH as the President of Banner Academics. The AMC shall have approval rights over the compensation of the President of Banner Academics. The compensation package shall include the opportunity for incentive compensation with respect to B–UMG performance relative to the budget. The AMC shall review the President's performance annually. Notwithstanding the foregoing, any termination of the President of Banner Academics, whether as a result of termination with or without cause, shall be determined at any time exclusively by the President of BH.

1.10 **Financial Reports**. BH shall provide to the University periodic financial reports (no less frequently than once every six (6) months) concerning Banner Academics;

provided, however, BH shall not be required to include proprietary confidential information in any such reports if such information would be subject to release by the University as public records pursuant to Arizona law.

1.11 **Marketing Activities**. BH and its Healthcare System Affiliates, as applicable, shall use the name, brand, and logo of the University on a co-branded basis with BH's name, brand and logo in connection with all of the operations and activities of Banner Academics, the Medical Center - Tucson Campus, the Medical Center - South Campus, BGSMC, the Health Plans, B–UMG and the B–UMG Clinics in accordance with the terms of the Trademark License Agreement.

1.12 **Indigent Care Policy**. BH shall cause the Business to implement, and to be subject to, the same financial assistance policies for the treatment of indigent patients as are in effect for BH and BMG generally.

1.13 **Fundraising and Philanthropy**.

1.13.1 BH shall honor all donations and gifts made to the Southern Arizona Business prior to the Effective Date.

1.13.2 BH shall adhere, and shall cause its Healthcare System Affiliates and affiliated foundations (including without limitation the Banner Foundation and the Banner Alzheimer's Foundation) to adhere, to the following principles in connection with their respective fundraising activities relating to Banner Academics:

(a) Donor intent shall serve as the basis of any discussion around philanthropy;

(b) BH and its Healthcare System Affiliates and affiliated foundations shall be forthright with prospective donors about the organizations' independent development efforts;

(c) A donor's desire, as expressed to the fundraising representatives or other personnel or agents of BH or its Healthcare System Affiliates or affiliated foundations, shall be respected;

(d) The fundraising representatives or other personnel or agents of BH or its Healthcare System Affiliates or affiliated foundations shall stress that donations need not be mutually exclusive;

(e) The fundraising representatives or other personnel or agents of BH or its Healthcare System Affiliates or affiliated foundations shall be well versed in, and willing to converse positively about, the other Party's program and its goals for Banner Academics and the University of Arizona Health Sciences; and

(f) If the issue arises, donors shall be encouraged to consider supporting the University's programs if they so desire.

1.13.3 BH and its Healthcare System Affiliates and affiliated foundations shall consult and cooperate with the University President, or his or her designee, prior to initiating any major fundraising campaigns or any solicitation of Major Gifts that, in either case, relate to activities of Banner Academics. For these purposes, "Major Gifts" shall mean actual or prospective contributions by a single donor (individual, family or other Person) of cash or other property having a Fair Market Value of Five Hundred Thousand Dollars ($500,000) or more.

1.14 **Quality Standards**. BH and its applicable Healthcare System Affiliates shall cause the Medical Center – Tucson Campus, Medical Center – South Campus, BGSMC, and B–UMG Clinics to be accredited (as applicable) and operated consistent with the quality and patient safety standards provided at other hospitals and facilities within the Banner Health system.

1.15 **Cancer Services**. The Parties shall consult and reasonably cooperate with each other regarding the provision of cancer services that are provided by the Parties as of the Effective Date, all in a manner consistent with applicable Law and the terms of any contractual commitments to which any Party may be subject. In connection therewith, it is acknowledged and agreed that: (i) so long as provided by the MD Anderson Agreement, physicians employed by B–UMG shall be permitted to provide clinical or clinical research oncology services only within the area described in Schedule 1.15 but may provide teaching services on the University's Phoenix Biosciences Campus; and (ii) physicians working in downtown Phoenix pursuant to the Dignity Agreement shall not be employed by B–UMG but may be employed by Dignity or the University. In addition, if and as reasonably requested by the University, Banner shall assist and cooperate with the University in maintaining the National Cancer Institute designation of The University of Arizona Cancer Center, including without limitation through the execution and performance of such provider agreement(s) as may be required to maintain such designation, subject to the service area limitations imposed by the MD Anderson Agreement.

1.16 **Operation of UFC**. For so long as BH owns and operates UFC, BH shall cause UFC to be operated and managed in accordance with a transition plan submitted by BH to AHCCCS prior to the Effective Date, in substantially the form attached hereto as Exhibit B, subject to approval by AHCCCS, except as such transition plan may be modified after the Effective Date as approved by AHCCCS.

1.17 **Capital Expenditures**. BH and its Healthcare System Affiliates shall expend or commit to expend, during the five (5) year period commencing on the earlier to occur of (i) the date the zoning process described in the Zoning Agreement is resolved in a manner that is reasonably acceptable to BH, or (ii) the date that is two (2) years following the Effective Date (the "**Capital Expenditure Period**"), an aggregate amount of at least Five Hundred Million Dollars ($500,000,000) (the "**Capital Expenditure Amount**") on capital expenditure projects in Tucson, Arizona to support the clinical enterprise of the Healthcare System, as such businesses and enterprise may expand in the future. Such capital expenditure projects shall include (a) the construction of new general acute care hospital facilities that will replace a substantial portion of the Medical Center - Tucson Campus, (b) a new multi-specialty outpatient clinic and ambulatory surgery center, and (c) construction and renovations associated with new programs. Schedule 1.17 attached hereto sets forth a preliminary schedule for such capital expenditure projects, including the approximate dates for such commitments and expenditures within the Capital Expenditure Period; provided, however, in no event shall BH be in breach of this Agreement for

the failure to comply with the terms of Schedule 1.17. All such capital expenditure projects during the Capital Expenditure Period shall be approved in accordance with BH's capital process used at comparable BH facilities. In connection with the construction of new general acute care hospital facilities that will replace a substantial portion of the Medical Center - Tucson Campus, a new multi-specialty outpatient clinic and ambulatory surgery center, other new construction, or renovations associated with new programs, BH shall be entitled to apply against the Capital Expenditure Amount expenditures for infrastructure costs and other similar costs that are required in order for the newly constructed or renovated space to be operational for its intended purposes. For purposes of this Section 1.17, costs incurred by BH or its Healthcare System Affiliates for any of the following shall not be considered a capital expenditure for purposes of the Capital Expenditure Amount: (i) routine capital expenditures, and (ii) replacements of existing information technology equipment or existing systems that are not otherwise contemplated by the immediately preceding sentence. For purposes of this Section 1.17, the term "commit to expend" shall include, without limitation, expenditure commitments which BH or its Healthcare System Affiliates evidence in a writing with a third party, which writing specifies with reasonable detail the nature and amount of the expenditure committed to be made by BH or its Healthcare System Affiliates. If an event substantially disrupts the ability of BH or its Healthcare System Affiliates to expend or commit to expend funds for any capital expenditure, such as delays due to fires, floods, storms, freezes or other acts of nature, acts of terrorism, unavoidable casualty, or other similar events that would make an expenditure or commitment thereto in any capital expenditure on the original time schedule impracticable, or acts or restrictions of any Governmental Entity, including a delay in the receipt of any necessary Approvals, then the Capital Expenditure Period shall be extended by the number of days the capital expenditure projects are delayed as a result of the event, provided that BH and its Healthcare System Affiliates make all commercially reasonable efforts to expend (or commit thereto) the capital expenditures in a timely manner. This Section 1.17 shall survive the termination of this Agreement if (A) this Agreement is terminated by the University as a result of a Material Breach Event involving BH, and (B) the University does not exercise its option to acquire the Southern Arizona Business from BH and its applicable Healthcare System Affiliates in accordance with the terms of this Agreement.

1.18 **Participation in Government Programs**. Throughout the Term of this Agreement, BH shall cause the Medical Center – Tucson Campus, Medical Center – South Campus, BGSMC, and all providers within Banner Academics to participate in the Government Programs in which such providers participate as of the Effective Date, and shall comply in all material respects with the conditions of participation or other applicable requirements and standards associated with such Government Programs. BH shall maintain in place a program to determine whether any of its employees, agents or independent contractors (or those of any of its Affiliates) has been: (a) excluded from participating in any Government Program; (b) subject to sanction or been indicted or convicted of a crime, or pled *nolo contendere* or to sufficient facts, in connection with any allegation of violation of any Government Program requirement or applicable Law; or (c) designated a Specially Designated National or Blocked Person by the Office of Foreign Asset Control of the U.S. Department of Treasury.

1.19 **Liability and Indemnification**. Except as otherwise expressly provided below, commencing as of the Effective Date, BH shall indemnify, defend and hold the University harmless from all claims, liabilities and losses arising from the acts or omissions of B–UMG or

B–UMG Clinicians in connection with the operations and activities of Banner Academics, including without limitation clinical practice, clinical research, medical malpractice, clinic operations, supervision of residents, fellows and medical students at the Medical Center – Tucson Campus, the Medical Center – South Campus, BGSMC, and the B–UMG Clinics, clinical billing issues, and employment practices within B–UMG (the foregoing list of specified activities collectively referred to herein as the "**B–UMG Clinical Personnel Activities**"), except that such duty to indemnify, defend, and hold harmless shall not apply to the extent caused by: (i) the University's own bad faith, willful misconduct, or negligence (and, for purposes of the foregoing, the conduct of B–UMG Clinicians when engaged in B–UMG Clinical Personnel Activities shall not be attributed to the University), or (ii) actions by B–UMG Clinicians that relate solely to their respective University responsibilities and not to B–UMG Clinical Personnel Activities. Notwithstanding the foregoing, the obligations of BH in this Section 1.19 with respect to professional liability claims pertaining to B–UMG Clinical Personnel Activities in the Healthcare System Tucson Service Area shall become effective as of July 1, 2015.

1.20 **Sale or Closure of Medical Center – Tucson Campus**.

1.20.1 No Sale or Closure During First 10 Years. During the ten (10) year period following the Effective Date, without the prior written consent of the University, BH and its applicable Healthcare System Affiliates shall not, directly or indirectly: (i) sell the Medical Center – Tucson Campus (whether in the form of the sale or transfer or substitution of a membership or other equity ownership interest or the sale or transfer of all or substantially all of the assets constituting the Medical Center – Tucson Campus, with either or both of the foregoing encompassed in the phrase "sell or transfer" for purposes of this Section 1.20) to any Person, other than in connection with a sale or transfer to a Permitted Transferee; (ii) close the operations of the Medical Center – Tucson Campus; or (iii) convert the Medical Center - Tucson Campus to for-profit status, other than in connection with BH as a whole converting to for-profit status.

1.20.2 Sale After 10 Years. Subsequent to the tenth (10th) anniversary of the Effective Date, BH and its applicable Healthcare System Affiliates may sell or transfer the Medical Center – Tucson Campus (including its interest in the real property upon which the Medical Center – Tucson Campus is located) or the entire Southern Arizona Business to a Person that is not an Affiliate of BH pursuant to a Bona Fide Offer so long as such sale or transfer is in compliance with this Section 1.20.2.

(a) In the event that BH determines to sell or transfer the Medical Center – Tucson Campus (including its interest in the real property upon which the Medical Center – Tucson Campus is located) or the entire Southern Arizona Business (as applicable, the "**RoFR Subject Business**") to a Person that is not an Affiliate of BH pursuant to a Bona Fide Offer that BH intends to accept, BH shall provide the University with prompt written notice (the "**Sale Notice**") of such proposed sale or transfer (referred to herein as the "**Sale Transaction**") to such Person (the "**Proposed Transferee**"). The Sale Notice shall set forth all of the material terms and conditions of the Sale Transaction (including without limitation the proposed purchase price for the RoFR Subject Business) and shall include a copy of any draft of a definitive agreement, letter of intent, term sheet or other document setting forth the proposed terms of the Sale Transaction. Within thirty (30) days after the receipt by the University of the Sale Notice (the "**RoFR Exercise Period**"), the University may (but shall not be obligated to) elect to deliver

a written notice (the "**RoFR Notice**") to BH exercising the University's right ("**University RoFR**") to purchase from BH the RoFR Subject Business at the same consideration (or substantially equivalent consideration, in the event the consideration offered by the Proposed Transferee is in a form other than cash) and otherwise on the same (or substantially equivalent) terms and conditions as set forth in the Sale Notice.

(b) In the event the University exercises its University RoFR with respect to the Sale Transaction by delivering the RoFR Notice during the RoFR Exercise Period, BH and the University shall consummate the purchase by the University from BH of the RoFR Subject Business at the same consideration (or substantially equivalent consideration, in the event the consideration offered by the Proposed Transferee is in a form other than cash) and otherwise on the same (or substantially equivalent) terms and conditions as set forth in the Sale Notice, within one hundred fifty (150) days of delivery by the University to BH of the RoFR Notice (the "**RoFR Acquisition Period**").

(c) If the University does not exercise the University RoFR during the RoFR Exercise Period, or if the University indicates in writing that it will not exercise the University RoFR during the RoFR Exercise Period, or if the University exercises the University RoFR but fails to effect the purchase within the RoFR Acquisition Period, BH may sell or transfer the ROFR Subject Business to the Proposed Transferee on the terms set forth in the Sale Notice. If terms and conditions more favorable to the Proposed Transferee than, or in any material manner different from, those offered to the University in the Sale Notice should be agreed to by BH, the University shall again have the right to purchase the RoFR Subject Business in accordance with the terms of this Section 1.20.2.

(d) Notwithstanding any other provision of this Agreement, in no event shall the Medical Center - Tucson Campus or the operations of B–UMG (or its successor-in-interest) in the Healthcare System Tucson Service Area be sold, conveyed or transferred under any circumstances by BH or any Affiliate of BH to any Person that is not an Affiliate of BH unless: (i) the transferee's acquisition of the Medical Center - Tucson Campus also includes the acquisition of the operations of B–UMG (or its successor-in-interest) in the Healthcare System Tucson Service Area; (ii) the transferee's acquisition of the operations of B–UMG (or its successor-in-interest) in the Healthcare System Tucson Service Area also includes the acquisition of the Medical Center - Tucson Campus; and (iii) the acquisition of the Medical Center - Tucson Campus and the operations of B–UMG (or its successor-in-interest) in the Healthcare System Tucson Service Area also includes BH's assignment, and the transferee's assumption from BH, of this Agreement and the Ground Lease if it remains in effect on the date of such acquisition.

1.20.3 Closure or Conversion After 10 Years. Subsequent to the tenth (10th) anniversary of the Effective Date, BH shall provide prompt written notice to the University upon the occurrence of any one or more of the following (an "**Option Notice**"): (i) BH and its applicable Healthcare System Affiliates desire to close the operations of the Medical Center – Tucson Campus (a "**Closure Event**"); or (ii) BH and its applicable Healthcare System Affiliates desire to convert either the Medical Center – Tucson Campus or the Medical Center – South Campus from being owned and/or operated by BH or an Affiliate of BH that is a non-profit corporation (or that is disregarded and treated as a division of a non-profit corporation for federal

income tax purposes) to a Person (other than an Affiliate of BH) that is a for-profit corporation or other legal entity that does not have non-profit status, in any event other than as part of a transaction in which the Banner Health system as a whole converts to for-profit status (a "**Conversion Event**"). Any termination or notice of non-renewal by BH or its applicable Healthcare System Affiliates of the Medical Center – South Campus Lease shall not constitute a Conversion Event. BH shall not undertake a Closure Event or a Conversion Event unless and until it has fully complied with all of the terms of this Section 1.20.3.

(a) The University shall have sixty (60) days after receipt of an Option Notice concerning a Closure Event in which to give notice to BH of the University's election to purchase or acquire, whether in the form of the purchase or acquisition or substitution of applicable membership or other equity ownership interests or the purchase or acquisition of all or substantially all of the assets and the assumption of all of the liabilities of, (i) the Medical Center – Tucson Campus, or (ii) the Southern Arizona Business (the "**Closure Exercise Notice**"). The business that is the subject of the Closure Exercise Notice is referred to herein as the "**Closure Acquired Business**."

(b) The University shall have sixty (60) days after receipt of an Option Notice concerning a Conversion Event in which to give notice to BH of the University's election to purchase or acquire, whether in the form of the purchase or acquisition or substitution of applicable membership or other equity ownership interests or the purchase or acquisition of all or substantially all of the assets and the assumption of all of the liabilities of, (i) the Medical Center – Tucson Campus, and (ii) all of BH's or its applicable Healthcare System Affiliate's interest in the Medical Center – South Campus (the "**Conversion Exercise Notice**"). The business that is the subject of the Conversion Exercise Notice is referred to herein as the "**Conversion Acquired Business**".

(c) In no event shall the University have any obligation to provide a Closure Exercise Notice or a Conversion Exercise Notice. In the event the University timely provides a Closure Exercise Notice or a Conversion Exercise Notice, the University and BH shall take all actions reasonably necessary to cause the consummation of the acquisition of the Closure Acquired Business or the Conversion Acquired Business, as the case may be, within one hundred eighty (180) days following receipt by BH of the Closure Exercise Notice or the Conversion Exercise Notice, as the case may be. The terms of such acquisition shall be substantially similar to the terms of the Definitive Agreement (but taking into account the structure of the transaction as the acquisition of assets or membership or other equity ownership and further taking into consideration the fact that this Agreement shall terminate effective as of the closing of such transaction), with the purchase price being the Fair Market Value of the Closure Acquired Business or the Conversion Acquired Business, as the case may be (the "**Appraised Business**"), which purchase price shall be paid in cash at the closing of such transaction.

(d) An Independent Appraiser, as mutually agreed by the University and BH, shall determine the Fair Market Value of the Appraised Business within thirty (30) days after being selected. The Parties acknowledge and agree that any appraisal of the Appraised Business pursuant to this Section 1.20.3 shall (i) assume a post-closing funds flow burden that is equal to the Fixed Funding and Purchased Services Funding payments allocable to the Southern

Arizona Business that would be required to be made by BH pursuant to this Agreement following the consummation of such sale of the Appraised Business to the University as though this Agreement were to remain in effect following the consummation of such sale of business to the University, and (ii) take into account any leasehold interest of BH pursuant to the Ground Lease (such leasehold interest to be treated for valuation purposes as if BH holds a fee interest rather than a leasehold interest in the Medical Center Real Property and University Real Property that is the subject of the Ground Lease) if the Ground Lease remains in effect on the date of the Closure Exercise Notice or Conversion Exercise Notice, as applicable. For purposes of the preceding sentence, payments allocated to the Southern Arizona Business shall include (x) the actual amount of Core Services Funding allocated to the Southern Arizona Business for the then immediately preceding calendar year, (y) fifty percent (50%) of the Incremental Funding (i.e., Ten Million Dollars ($10,000,000)), and (z) the annual average of Purchased Services Funding payments for the Southern Arizona Business for the immediately preceding three (3) calendar year period. If the University and BH do not agree on such Independent Appraiser within thirty (30) days of receipt by BH of the Closure Exercise Notice or the Conversion Exercise Notice, then the Fair Market Value of the Appraised Business shall be determined according to the following process:

(i) Each of the University and BH shall select one (1) Independent Appraiser to determine the Fair Market Value of the Appraised Business and shall send written notice of the identity of its selected Independent Appraiser to the other Party within sixty (60) days after BH's receipt of the Closure Exercise Notice or the Conversion Exercise Notice. Each Independent Appraiser shall prepare a written appraisal (each, an "**Initial Appraisal**") of the Fair Market Value of the Appraised Business within thirty (30) days after its selection.

(ii) If the Fair Market Value of the Appraised Business set forth in each of the Initial Appraisals is within ten percent (10%) of one another (as measured against the higher of the two numbers), then the Fair Market Value of the Appraised Business shall equal the average of the values set forth in the Initial Appraisals. If the Fair Market Value of the Appraised Business set forth in each of the Initial Appraisals is not within ten percent (10%) of one another, then the Independent Appraisers shall appoint a third Independent Appraiser. The third Independent Appraiser shall prepare a written appraisal (the "**Third Appraisal**") to determine the Fair Market Value of the Appraised Business within thirty (30) days after its appointment as the third Independent Appraiser. Of the Initial Appraisals and the Third Appraisal, the final Fair Market Value of the Appraised Business shall equal the average of the values set forth in the two appraisals that are nearest in amount with regard to the Fair Market Value of the Appraised Business; provided, however, if the Fair Market Value in the Third Appraisal is within five percent (5%) of the average of the Initial Appraisals, the Third Appraisal shall be the Fair Market Value of the Appraised Business.

(iii) The final Fair Market Value of the Appraised Business determined pursuant to the foregoing shall be final and binding on the Parties.

(e) At any time prior to or during the foregoing appraisal process, and before final determination of the Fair Market Value of the Appraised Business, the University and BH may negotiate a mutually agreeable Fair Market Value of the Appraised Business,

whereupon the appraisal process shall terminate. Each of the University and BH shall pay the fees of its own Independent Appraiser. The fees of any third Independent Appraiser or any mutually agreed single Independent Appraiser shall be shared equally between the University and BH. BH shall provide each Independent Appraiser with reasonable access during normal business hours to such Persons, books and records and other information of BH as the Independent Appraisers may reasonably request with respect to the Appraised Business.

(f) Notwithstanding the foregoing, no later than thirty (30) days after the Fair Market Value of the Appraised Business is established pursuant to the foregoing appraisal process (other than by mutual agreement of the University and BH), and in any event prior to the closing of the sale of the Appraised Business to the University pursuant to this Section 1.20.3, the University may give notice to BH of the University's election to rescind the Conversion Exercise Notice or the Closure Exercise Notice, as the case may be (the "**Rescission Notice**"), and pay BH's expenses incurred pursuant to this Section 1.20.3, including reasonable attorneys' fees, in which event the University shall have no further rights pursuant to this Section 1.20.3, notwithstanding the occurrence of a Conversion Event or Closure Event following the date of the Rescission Notice.

1.20.4 Timing, Payment and Approvals. The closing of any acquisition by the University described in Section 1.20.2 or Section 1.20.3 shall be consummated within the time periods specified in such Sections unless, in each case, such acquisition is delayed in order to obtain necessary Approvals, in which case such time period shall be automatically extended by ninety (90) days. The purchase price shall be payable by the University at the applicable closing in cash or immediately available funds unless otherwise specified above in Section 1.20.2 or Section 1.20.3, as applicable. Each Party shall use its reasonable efforts to obtain all governmental and third party consents necessary for the consummation of any of the transactions contemplated by Section 1.20.2 or Section 1.20.3.

1.20.5 Exceptions. Notwithstanding the foregoing terms of this Section 1.20:

(a) The closure of services and programs shall not constitute a Closure Event;

(b) Nothing in this Section shall limit or impair the ability of BH and its Healthcare System Affiliates to (A) operate and conduct the business of the Medical Center – Tucson Campus or Medical Center – South Campus as BH and its applicable Healthcare System Affiliates see fit in their sole discretion, subject to BH's obligations in this Agreement, and (B) sell any assets or property comprising a part of the Medical Center – Tucson Campus so long as BH and its applicable Healthcare System Affiliates continue to maintain the Medical Center – Tucson Campus as a general acute care hospital, subject to BH's obligations in this Agreement;

(c) Notwithstanding any other provisions of this Section 1.20, the terms of Section 1.20.1, Section 1.20.2, or Section 1.20.3, shall not be triggered in the event (A) BH acquires another nonprofit or for-profit organization, (B) substantially all of BH's Arizona assets and operations are acquired by another nonprofit or for-profit organization (whether in the form of the sale or transfer or substitution of membership or other equity interests or the sale or transfer of all or substantially all of the Arizona assets and operations), or (C) BH enters a

Business Combination Transaction or other transaction with another nonprofit or for-profit organization, so long as, in any of the foregoing instances, the acquiring or surviving organization assumes this Agreement from BH, either expressly or by operation of Law; and

(d) Any acquisition by the University that is consummated pursuant to Section 1.20.2 or Section 1.20.3 shall not include (i) any physicians practicing within BMG, including BMG physicians practicing within the Healthcare System Tucson Service Area or (ii) any B–UMG physicians practicing outside the Healthcare System Tucson Service Area, and the Appraised Business shall expressly exclude any rights or obligations with respect to such physicians following the closing of the acquisition of the Appraised Business by the University.

1.20.6 Survival. If (i) this Agreement is terminated by the University as a result of a Material Breach Event involving BH prior to the end of the initial Term of this Agreement, and (ii) the University does not exercise its option to acquire the Southern Arizona Business from BH and its applicable Healthcare System Affiliates in accordance with the terms of this Agreement, this Section 1.20 shall survive the termination of this Agreement for the balance of the initial Term of this Agreement following the date of termination of this Agreement as a result of such Material Breach Event involving BH.

1.21 **Sale or Closure of BGSMC**.

1.21.1 No Sale or Closure During First 10 Years. During the ten (10) year period following the Effective Date, without the prior written consent of the University, BH shall not, directly or indirectly: (i) sell BGSMC or otherwise transfer all or substantially all of the assets constituting BGSMC to any Person, other than in connection with a sale or transfer to a Permitted Transferee; (ii) close the operations of BGSMC; or (iii) convert BGSMC to for-profit status, other than in connection with BH as a whole converting to for-profit status.

1.21.2 Sale or Closure After 10 Years. Subsequent to the tenth (10th) anniversary of the Effective Date, BH shall have no restrictions upon undertaking, whether directly or indirectly: (i) the sale of BGSMC to any Person or other transfer of all or substantially all of the assets constituting BGSMC to any Person; or (ii) the closure of the operations of BGSMC; so long as, in either case, BH provides another acute care hospital facility within the Phoenix metropolitan area with adequate facilities and clinical capabilities to provide substantially the same level of capacity and services as BGSMC for Banner Academics and the Teaching Programs provided at BGSMC immediately prior to such sale or closure, and which can otherwise constitute a reasonable substitute for BGSMC.

1.21.3 Exceptions. The foregoing terms of this Section 1.21 shall not be applicable in the event that (i) substantially all of BH's Arizona assets and operations are acquired by another nonprofit or for-profit organization (whether in the form of the sale or transfer or substitution of membership or other equity interests or the sale or transfer of all or substantially all of the Arizona assets and operations), or (ii) BH enters into a Business Combination Transaction or other transaction with another nonprofit or for-profit organization, so long as in any of the foregoing instances, the acquiring or surviving organization assumes this Agreement from BH, either expressly or by operation of Law.

1.22 **Continuation of Services and Programs**. For the five (5) year period following the Effective Date, BH and its applicable Healthcare System Affiliates shall offer within the Southern Arizona Business the services and programs set forth on Schedule 1.22 attached hereto, unless otherwise agreed by the AMC. Notwithstanding the foregoing provisions of this Section 1.22, failure of BH and its applicable Healthcare System Affiliates to provide any such services and programs at the Medical Center – South Campus as a result of any termination by BH or its applicable Healthcare System Affiliates or expiration without renewal of the Medical Center – South Campus Lease in accordance with the terms of such Medical Center – South Campus Lease shall not constitute a breach of this Section 1.22. If (i) this Agreement is terminated by the University within the five (5) year period following the Effective Date as a result of a Material Breach Event involving BH, and (ii) the University does not exercise its option to acquire the Southern Arizona Business from BH and its applicable Healthcare System Affiliates in accordance with the terms of this Agreement, this Section 1.22 shall survive the termination of this Agreement for the balance of the five (5) year period specified in this Section 1.22 following the date of termination of this Agreement .

1.23 **Notice of Certain Matters**. BH shall give written notice to the University within five (5) business days immediately following the occurrence of either of the following:

1.23.1 BH is named as a defendant in, or to BH's Knowledge is threatened with, any action, suit, proceeding, complaint, charge, hearing or arbitration that could reasonably be expected to materially and adversely affect the ability of BH to perform its obligations under this Agreement; or

1.23.2 BH is not in compliance with any Permits, or any Permit is not current and valid, and such non-compliance or invalidity could reasonably be expected to materially and adversely affect the ability of BH to perform its obligations under this Agreement.

1.24 **Statutory Compliance**. For the Performance Period (as defined below), BH shall ensure that no abortion is performed at the Medical Center – Tucson Campus (or any replacement facility thereto) or the Medical Center – South Campus unless such abortion is necessary to save the life of the woman having the abortion; provided, however, this provision shall be of no further force and effect with respect to the Medical Center – South Campus in the event of the termination or expiration without renewal of the Medical Center - South Campus Lease. For purposes of this Agreement, the "Performance Period" shall mean the period during which both (a) Arizona Revised Statutes section 15-1630 remains in effect and (b) (i) this Agreement is in effect or (ii) in the event that this Agreement is terminated by the University as a result of a Material Breach Event involving BH and the University does not exercise its option to acquire the Southern Arizona Business from BH in accordance with the terms of this Agreement, the period that is thirty (30) years following the Effective Date.

1.25 **Other University Colleges**. Unless otherwise mutually agreed by the University, BH shall maintain in full force and effect, per their respective existing terms and conditions, those agreements in effect as of the Effective Date between the Southern Arizona Business and other University colleges, including without limitation the College of Pharmacy, College of Nursing and College of Public Health, which agreements are described in Schedule 1.25.

1.26 **Low Income Individuals**. During the Term, for any period that Medical Center – Tucson Campus participates in the 340B Drug Pricing Program, BH agrees, for itself and on behalf of B–UMCT LLC, that Medical Center–Tucson Campus shall provide healthcare services to low income individuals who are not entitled to benefits under Medicare or Medicaid. The terms of the immediately preceding sentence shall be of no further force or effect at such time that BH delivers to the University a copy of an executed agreement between BH or B–UMCT LLC, on the one hand, and AHCCCS, on the other hand, the scope of which includes the obligation of Medical Center–Tucson Campus to provide healthcare services to low income individuals who are not entitled to benefits under Medicare or Medicaid.

ARTICLE 2
UNIVERSITY RESPONSIBILITIES

2.1 **Healthcare Academic Partner**.

2.1.1 Subject to the terms of this Agreement, the University does hereby designate BH and its Affiliates as the exclusive Healthcare Academic Partner of the University's Arizona Health Sciences Center, including the Medical Schools but not the other University health sciences colleges. The University acknowledges and agrees that, with the exception of the University's relationship with Dignity Health pursuant to the Dignity Agreement, both the extension or renewal of any Grandfathered Affiliation beyond February 28, 2019, and the entry by the University's Arizona Health Sciences Center, including the Medical Schools but not the other health sciences colleges into any new clinical or academic affiliation with a hospital or other healthcare provider, are subject to approval by the AMC. The Medical Schools shall not sponsor any additional clinical or academic programs other than the Grandfathered Affiliations at other clinical facilities that are not owned by BH or an Affiliate of BH without the approval of the AMC. The University shall further disclose to and discuss with BH any potential affiliation between any of the University's other health sciences colleges (including without limitation the College of Pharmacy, College of Nursing, and College of Public Health) and any other hospital or healthcare practice site.

2.1.2 The University shall not, directly or indirectly, invest in, own, manage, operate, join, control or participate in the ownership, management, operation or control of, or serve as a lender to, any hospital or any other health care provider facility or health care provider business in the State of Arizona, except for (i) the Grandfathered Affiliations, (ii) new clinical or academic affiliations undertaken by either or both of the Medical Schools and approved by the AMC, (iii) affiliations undertaken by the University's other health sciences colleges as described in Section 2.1.1 above, and (iv) arrangements approved in writing by BH.

2.1.3 In the event that the provisions contained in this Section 2.1 are ever deemed to exceed the time or geographic limits or any other limitations permitted by applicable Law, then such provisions shall be deemed reformed to the maximum extent permitted by applicable Law.

2.2 **Teaching Programs**. The University shall continue all Teaching Programs provided at the Medical Center – Tucson Campus and Medical Center – South Campus in materially the same manner as such Teaching Programs are operated as of the Effective Date.

Upon COM-P becoming the Sponsoring Institution for Teaching Programs at BGSMC, the University likewise shall continue all such Teaching Programs in materially the same manner as such Teaching Programs are then operated. The University must obtain the approval of the AMC prior to implementing any addition, reduction, modification or termination of any Teaching Program at the Medical Center – Tucson Campus, Medical Center – South Campus, or BGSMC.

2.3 **GME Programs**. The University shall be the ACGME-designated Sponsoring Institution of all GME programs conducted at Healthcare System facilities located in Tucson, Arizona. The University shall appoint a Designated Institutional Official for COM-P (who shall report to the Dean of COM-P) and shall further appoint, in consultation with BH, an ACGME-mandated Program Director for each individual residency program for which COM-P is the Sponsoring Institution. The University shall also appoint a separate Designated Institutional Official for COM-T (who shall report to the Dean of COM-T) and shall further appoint a Program Director for each individual residency program for which COM-T is, or becomes following the Effective Date, the Sponsoring Institution. As used herein, the terms "Sponsoring Institution," "Program Director," and "Designated Institutional Official" shall be as defined by ACGME; however, if not specifically defined otherwise by ACGME, the term "**Sponsoring Institution**" refers to the institution or entity with ultimate responsibility for an ACGME-accredited residency program, as defined by ACGME; "**Program Director**" refers to the individual with authority and accountability for the operation of a given ACGME-accredited residency program; and "**Designated Institutional Official**" refers to the individual in a Sponsoring Institution who has the authority and responsibility for oversight of all of the ACGME-accredited residency programs.

2.4 **Other University Colleges**. Unless otherwise mutually agreed by BH, the University shall maintain in full force and effect, per their respective existing terms and conditions, those agreements in effect as of the Effective Date between the Business and other University colleges, including without limitation the College of Pharmacy, College of Nursing and College of Public Health, which agreements are described in Schedule 1.25. In addition, the University shall use good faith and best efforts to expand the scope of such agreements to encompass BGSMC.

2.5 **Space and Assistance**. The University shall provide to BH reasonable services and space necessary for the operation of the Business in accordance with the terms of the Banner/University Transition Services Agreement and such other leases or agreements as may be mutually agreed upon by the Parties. BH shall provide to the University reasonable services and space necessary for the operation of the University's academic programs pursuant to such leases or agreements as may be mutually agreed upon by the Parties.

2.6 **Proceeds from Ground Lease**. The University shall use the consideration that it receives from BH pursuant to the Ground Lease as a result of the lease of the Medical Center Real Property to BH solely (i) to fund any contributions made by the University to the Academic Enhancement Fund as provided in Section 5.4.4, or (ii) for purposes of capital expenditures and operating expenses associated with COM-T, with such consideration to be expended or committed to be expended by the University within a reasonable period after the Effective Date, and in no event later than five (5) years after the Effective Date.

2.7 **Licenses and Permits**. The University shall maintain all Licenses and Permits required by applicable Law in order for the University to perform its obligations pursuant to this Agreement.

2.8 **Accreditation for COM-P and COM-T**. The University shall maintain separate accreditation from the Liaison Committee for Medical Education, or any successor entity, for each of COM-P and COM-T.

2.9 **Fundraising and Philanthropy**.

2.9.1 The University shall adhere, and shall use its best efforts to cause its affiliated foundations to adhere, to the following principles in connection with their respective fundraising activities relating to Banner Academics:

(a) Donor intent shall serve as the basis of any discussion around philanthropy;

(b) The University and its affiliated foundations shall be forthright with prospective donors about the organizations' independent development efforts;

(c) A donor's desire, as expressed to the fundraising representatives or other personnel or agents of the University or its affiliated foundations, shall be respected;

(d) The fundraising representatives or other personnel or agents of the University or its affiliated foundations shall stress that donations need not be mutually exclusive;

(e) The fundraising representatives or other personnel or agents of the University or its affiliated foundations shall be well versed in, and willing to converse positively about, the other Party's program and its goals for Banner Academics and the University of Arizona Health Sciences; and

(f) If the issue arises, donors shall be encouraged to consider supporting BH's and its Affiliates' programs if they so desire.

2.9.2 The University shall cause the University President or his or her designee, and shall use its best efforts to cause its affiliated foundations, to consult and cooperate with the Banner Foundation and the Banner Alzheimer's Foundation prior to initiating any major fundraising campaigns or any solicitation of Major Gifts that, in either case, relate to activities of Banner Academics.

2.10 **Notice of Certain Matters**. The University shall give written notice to BH within five (5) business days immediately following the occurrence of either of the following:

2.10.1 The University is named as a defendant in, or to the University's Knowledge is threatened with, any action, suit, proceeding, complaint, charge, hearing or arbitration that could reasonably be expected to materially and adversely affect the ability of the University to perform its obligations under this Agreement; or

2.10.2 The University is not in compliance, or receives notice asserting that it may not be in compliance, with accreditation requirements of ACGME (including without limitation any Residency Review Committee thereof), the Liaison Committee on Medical Education, or the North Central Association of Colleges and Schools.

ARTICLE 3
ACADEMIC MANAGEMENT COUNCIL OVERSIGHT

3.1 **General**. BH shall create a management council (an "**Academic Management Council**" or "**AMC**") that shall oversee the operations and activities of Banner Academics in accordance with the terms of this Article. The AMC shall also serve as the board of directors of B–UMG.

3.2 **Organization of the AMC**. Except upon occurrence of the circumstances described in Section 7.7, the AMC shall be composed of six (6) voting individuals, three (3) of whom shall be appointed by BH and three (3) of whom shall be appointed by the University. The President of the University shall designate one (1) of the three (3) University appointees as a Co-Chairman of the AMC. The President of BH shall designate one (1) of the three (3) BH appointees as the other Co-Chairman of the AMC. The President of Banner Academics (*i.e.*, the B–UMG CEO) shall be an *ex officio*, non-voting member of the AMC.

3.3 **Governance of the AMC**. The AMC shall be governed by the Rules and Regulations of the AMC attached hereto as Exhibit C, as such Rules and Regulations may be amended from time to time in accordance with the terms thereof.

3.4 **Authority of the AMC**. Consistent with the Rules and Regulations of the AMC, the AMC shall have the power and authority to approve the following matters with respect to Banner Academics:

3.4.1 Development, initial approval and management of the operating and capital budgets for Banner Academics (including without limitation B–UMG), subject to (i) consistency with BH's operating and capital budgets, and (ii) final BH approval, subject to Section 3.5 below (the approved capital and operating budgets for B–UMG's fiscal year ending December 31, 2015 shall also be set forth on Schedule 3.4.1-1 and Schedule 3.4.1-2, respectively);

3.4.2 Strategic and business plans of Banner Academics (including without limitation B–UMG), subject to consistency with BH's strategic and business plans and final BH approval;

3.4.3 Approval of the hiring, engagement, renewal and termination of all B–UMG Clinicians (whether by employment or by an independent contractor agreement), except for those B–UMG Clinicians with direct reporting responsibility to the B–UMG CEO as provided by Section 3.6.2(d); provided, however, that the University shall retain exclusive power to grant and terminate all faculty appointments and titles (that is, non-clinical, academic positions), and the termination of employment or contract by B–UMG shall not necessarily require the termination by the University of University employment or faculty appointment or title, as applicable (for non-clinical, academic positions);

3.4.4 Approval of the initial template employment agreement to be used for B–UMG Clinicians employed by B–UMG, which shall be in substantially the form set forth as Exhibit D hereto, and any amendments or variations to such template agreement;

3.4.5 Approval of the B–UMG compensation plan, generally, and all individual compensation arrangements (in each case subject to final BH approval) for B–UMG Clinicians;

3.4.6 Approval of all B–UMG policies, rules and regulations (subject to consistency with BH general policies, rules and regulations, and final BH approval);

3.4.7 Approval of transition plans for the Medical Staff at BGSMC, Medical Center - Tucson Campus and Medical Center - South Campus, as further described in Section 4.2.2(a), contingent, with respect to the BGSMC Medical Staff Bylaws, upon approval of requisite amendments to the BGSMC Medical Staff Bylaws by the BGSMC Medical Staff and the BH Board of Directors;

3.4.8 Approval of all Teaching Programs at BGSMC, the Medical Center - Tucson Campus and the Medical Center - South Campus;

3.4.9 Approval of all B–UMG practice sites;

3.4.10 Allocation of clinical time for B–UMG-employed physicians (provided, however, that all B–UMG-employed physicians shall have some allocation of time for teaching, research, or both, with certain limited exceptions subject to the approval of the AMC) and for University-employed physicians practicing through B–UMG;

3.4.11 Approval of a physician recruitment strategy developed by the President of Banner Academics in collaboration with the University Senior Vice President for Health Sciences and BH Arizona South Region President and BH Arizona West Region President;

3.4.12 Strategic coordination of the residency and fellowship programs at BGSMC, the Medical Center - Tucson Campus and the Medical Center - South Campus, the medical student rotations from the Medical Schools, and the non-B–UMG physicians participating in the Teaching Programs at BGSMC, the Medical Center - Tucson Campus and the Medical Center - South Campus (including but not limited to BMG-employed physicians as well as independent physicians with a faculty title, as provided in Article 4 below);

3.4.13 Approval of all clinical affiliations that support Banner Academics, including all residency, fellowship and medical student rotation sites; and

3.4.14 Monitoring clinical quality and compliance with BH standards of care, clinical effectiveness and quality oversight.

3.5 **Management and Budget of B–UMG**. With respect to B–UMG's management and budget:

3.5.1 B–UMG shall be operated and managed in a manner consistent with other BH Affiliates, except to the extent inconsistent with the teaching, education and research

responsibilities of B–UMG physicians. B–UMG shall be subject to allocations of the costs of BH's corporate and regional shared services that are allocated by BH as Operating Expenses in a manner consistent with the percentage allocated to BMG and other similar BH operating entities of comparable size, as provided in Section 7.7.3. In no event shall BH cause or permit costs to be allocated to B–UMG in a manner that unreasonably or disproportionately burdens B–UMG relative to other BH Affiliates.

3.5.2 The AMC shall be required to adopt an annual operating budget for B–UMG that provides for a break-even operating performance (*i.e.*, B–UMG Net Operating Revenue is at least equal to B–UMG Operating Expenses after payment of the Fixed Funding and Purchased Services Funding pursuant to Article 5 below).

3.5.3 BH shall be financially responsible for B–UMG and Banner Academics. BH (and the BH-appointed members of the AMC) shall not withhold approval of any operating budget of B–UMG and Banner Academics that (i) based on industry and past experience, is reasonably achievable, (ii) satisfies the criteria in Section 3.5.2, and (iii) does not increase the annual budgeted loss per B–UMG physician, calculated before the Fixed Funding and Purchased Services Funding described in Article 5 below, by more than five percent (5%) from the budgeted per-physician loss for the then-current year (also calculated before the Fixed Funding and Purchased Services Funding described in Article 5 below).

3.5.4 Unless otherwise agreed to by the AMC, all B–UMG Clinicians shall comply with all applicable BH care management policies and protocols, particularly related to the establishment of consistent clinical practice standards, to the same extent as BMG and physicians practicing within BMG. BH shall cause B–UMG physicians to be invited, encouraged and given incentives to participate actively in BH care management activities, including clinical consensus groups and discipline teams.

3.6 **Authority of the B–UMG CEO**.

3.6.1 From the Effective Date until February 28, 2017, the CEO of B–UMG (the "**B–UMG CEO**") shall have responsibility and authority for the activities of B–UMG as set forth below, subject to override by vote of the AMC. If, for the fiscal year ended December 31, 2016, B–UMG's operations result in a B–UMG Operating Loss exceeding Seventeen Million Dollars ($17,000,000), then the B–UMG CEO shall continue to hold the responsibility and authority set forth below until February 28, 2018 (still subject to override by vote of the AMC).

(a) Oversight, supervision and management of the day-to-day business operations of B–UMG;

(b) Review, monitoring, recommendation and implementation of management improvements or changes in the following areas of B–UMG's operations: administration, labor management, regulatory compliance, or state survey preparedness, financial operations, revenue cycle management (including without limitation billing and collections), business office, provider credentialing and materials management and purchasing;

(c) Recruitment, hiring, disciplining and firing of employees (other than physician employees);

(d) Oversight of accounting procedures and controls;

(e) Oversight of (i) the issuance of bills for services and materials furnished to third party payors (including governmental payors), (ii) the collection of accounts receivable, and (iii) the payment of payroll, amounts due on short-term and long-term indebtedness and all other obligations of B–UMG occurring in the ordinary course;

(f) Oversight and implementation of cost-saving measures with respect to supply chain and purchased services;

(g) Approval of contract terms for those B–UMG Clinicians approved by the AMC pursuant to Section 3.4.3 above; and

(h) Authority to approve prospectively the transfer or assignment of personnel by the University or any third-party into employment with B–UMG.

3.6.2 For the Term of this Agreement, the B–UMG CEO shall have the responsibility and authority for the following actions, subject to override by vote of the AMC:

(a) Enforcement of the allocation of clinical time for B–UMG Clinicians, but in a manner consistent with the applicable academic schedule and academic activities;

(b) Adjustment of B–UMG physician compensation if the amount of time that is actually devoted to clinical time is not in accordance with the intended/documented allocation of clinical time (provided that the B–UMG CEO shall first consult with the AMC and the applicable department chair prior to effectuating any such adjustments);

(c) Authority (i) to schedule physician clinic work blocks in a manner consistent with BH physician scheduling practices and the applicable academic schedule and academic activities, and (ii) to enforce, on behalf of B–UMG, the B–UMG physicians' compliance with staffing such clinic work blocks in accordance with the designated schedule; and

(d) Authority to terminate, or authorize the termination of, any individual with direct reporting responsibility to the B–UMG CEO, including non-University-employed B–UMG Clinicians in clinical leadership positions. For avoidance of doubt, the B–UMG CEO shall have no authority to terminate any University employee in any of the following positions: deans or associate deans, academic department chairs or vice-chairs, or division directors/section chiefs.

3.6.3 For the Term of this Agreement, the B–UMG CEO shall have the additional authority to require any B–UMG Clinician to follow a corrective action plan, developed and implemented in accord with B–UMG's Corrective Action Policy (attached as Exhibit E) as the same may be modified from time to time by the AMC, and to reduce or terminate the B–UMG Clinician's clinical employment for failure to meet the terms of the corrective action plan. Any action by the B–UMG CEO to reduce or terminate a B–UMG Clinician's clinical employment for the B–UMG Clinician's failure to meet the terms of a

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corrective action plan shall first be presented to the AMC but may only be overturned by vote of the AMC. The B–UMG CEO shall be authorized to initiate a corrective action plan with respect to a B–UMG Clinician for the following reasons:

(a) Failure of the B–UMG Clinician to treat patients, clinical staff, and others with compassion, dignity, and respect, including, without limitation, disrespectful behavior; failure to respond to patient needs; failure to communicate effectively or collaborate with clinical staff and administration; or poor patient satisfaction scores;

(b) Failure of the B–UMG Clinician to act with integrity or to deliver quality care and service, including, without limitation, failure to complete accurate and appropriate billing and coding for clinical services; failure to comply with all applicable compliance and other regulatory requirements; poor documentation of services; delinquent completion of medical records; failure to participate in peer review, morbidity and mortality conferences, utilization management, or appropriate hospital committees; failure to use the electronic medical record effectively or to submit appropriate orders; failure to follow applicable clinical policies; failure to participate in required department meetings; failure to fulfill supervisory obligations satisfactorily; or failure to maintain required specialty Board certification or licensure or to meet continuing medical education requirements; or

(c) Failure of the B–UMG clinician to achieve reasonably expected clinical outcomes or to take appropriate steps to address such failures, including, without limitation, failure to respond to performance improvement plans, quality improvement initiatives, or utilization management initiatives; or failure to consistently work with the clinical care team when there are serious service gaps.

3.7 **Standards for Faculty Appointments and Titles**. The University shall retain at all times the absolute discretion to prescribe the qualifications, criteria, expectations and requirements associated with faculty appointments and titles, and to grant and/or terminate any and all such faculty appointments and titles. Consistent with this discretion and with all Laws, rules, and policies governing the University, the University shall use commercially reasonable efforts to process, consider and act upon all applications for faculty appointments and titles filed by or on behalf of physicians within Banner Academics in good faith and in due course consistent with the University's standard practices and procedures for all other departments.

3.8 **Academic Department Chairs**. As of the Effective Date, the applicable academic department chairs of the Medical Schools shall be as set forth on Schedule 3.8. Both the AMC and BH shall be consulted by and provide input to the Deans of the Medical Schools regarding the selection and appointment of the academic department chairs at each respective campus; however, the selection and appointment of academic department chairs shall at all times be within the exclusive discretion of the applicable Medical School Deans.

3.9 **Personnel Matters**. The University shall cooperate and consult with BH and its Healthcare System Affiliates, and BH and its Healthcare System Affiliates shall cooperate and consult with the University, regarding any personnel matters that arise with respect to B–UMG Clinicians or otherwise with respect to the operations and activities of Banner Academics. In

furtherance of the foregoing, each Party shall share pertinent information with the other Party to the extent permitted by applicable law, regulation and/or policy.

ARTICLE 4
PHYSICIAN STAFFING MODEL AND TRANSITION

The Parties hereby agree that the Parties' Objectives are best achieved through the adoption and implementation of a consistent provider employment model for Banner Academics and single, comprehensive staffing model for the Medical Center – Tucson Campus, the Medical Center – South Campus, and BGSMC, as described in this Article 4.

4.1 **Physician Employment**. B–UMG shall serve as the exclusive faculty practice plan for both Medical Schools. Specifically, the Parties shall cause all faculty physicians employed by BH or an Affiliate of BH or by the University to provide their clinical services exclusively through B–UMG, except as otherwise provided herein. Unless and until otherwise mutually agreed in writing by the Parties, and subject to the transition provisions of Section 4.1.3 and Section 4.1.4 below:

4.1.1 B–UMG-Employed Physicians. B–UMG shall employ all faculty physicians providing clinical services through B–UMG, except for University-employed physicians described in Section 4.1.2 below. All physician employees of B–UMG shall hold a University faculty title commensurate with their experience and role, per the University's Guidelines for Promotion and Tenure and appointed at the discretion of the President of the University. All physician employees of B–UMG shall dedicate their full time and effort to clinical activities, except to the extent that their time is purchased by the University for academic purposes (research, education or leadership) or by one or more other entities for administrative or clinical purposes, as approved by the AMC. Those B–UMG employed physicians, their respective spouses, and their respective dependent children who, immediately prior to the Effective Date, were eligible for Qualified Tuition Reduction benefits under University Policy Number 6-902 shall continue to be so eligible under University Policy Number 6-902 or any successor policy from time to time; provided that any modifications or amendments to University Policy Number 6-902 or any successor policy after the Effective Date shall apply to such B–UMG employed physicians, their respective spouses, and their respective dependent children solely to the extent that such modifications or amendments apply equally and to the same extent to B–UMG Clinicians who are University employees. B–UMG shall be deemed an affiliated unit of the University for purposes of such policy. Any financial liability for such Qualified Tuition Reduction benefits shall be borne exclusively by the University. In addition, all physician employees of B–UMG that hold a faculty title shall be entitled to have access to and use of the University gym, faculty club and library.

4.1.2 University-Employed Physicians. The University shall employ:

(a) All faculty physicians who are tenured or, subject to the AMC's authority under Section 3.4.3 to approve clinical allocation arrangements, tenure-eligible, per the University's Guidelines for Promotion and Tenure and appointed at the discretion of the President of the University;

(b) All deans and associate deans, academic department chairs and vice-chairs, and division directors/section chiefs; provided, however, that the University shall consult with BH prior to the hiring or appointment of any such individuals;

(c) All faculty physicians listed on Schedule 4.1.2(c) (which includes those physicians described in Sections 4.1.2(a) and (b) above as of the Effective Date); and

(d) All other faculty physicians who have been determined by the AMC, in its discretion and on a case-by-case basis, to be appropriate for employment by the University and, in each such case, for whom an appropriate and adequate funding source has been identified.

(e) All faculty physicians working in downtown Phoenix pursuant to the Dignity Agreement consistent with Section 1.15 above.

All faculty physician employees of the University described in subsections (a) through (d) above shall dedicate their full time and effort to academic activities, except to the extent that their time is purchased by B–UMG for clinical activities or by one or more other entities for administrative or clinical purposes, as approved by the AMC.

4.1.3 Employment Transition Process for Existing COM-T Faculty. All COM-T faculty physicians dually employed by the University and UPH immediately prior to the Effective Date shall become employed solely by the University, and thus shall cease to be employed by UPH, as of the Effective Date. Such faculty physicians shall continue to be employed by the University unless and until transitioned to B–UMG employment (as contemplated by Section 4.1.1 above), as follows:

(a) Those COM-T faculty physicians, who are identified on Schedule 4.1.2(c) hereto, shall remain employed by the University pursuant to Section 4.1.2 above.

(b) All other COM-T faculty physicians shall move to B–UMG employment pursuant to Section 4.1.1 above, and thus shall cease to be employed by the University, based on a timeframe intended to accommodate the vesting of employer contributions previously made by the University to the Arizona State Retirement System ("**ASRS**") defined benefit plan or the University Optional Retirement Plan, a defined contribution plan, on their behalf, as follows:

(i) Faculty physicians who participate in the ASRS defined benefit plan and were hired prior to July 1, 2011 shall continue to be employed by the University through the first January 1st following the date on which they have accumulated ten (10) years of ASRS participation;

(ii) Faculty physicians who participate in the ASRS defined benefit plan and were hired on or after July 1, 2011 shall continue to be employed by the University through January 1, 2016; and

(iii) Faculty physicians who participate in the University Optional Retirement Plan shall continue to be employed by the University through the first

January 1st following the date on which they have accumulated five (5) years of University Optional Retirement Plan participation.

Notwithstanding the foregoing, any physician described in Section 4.1.3(b)(i) or Section 4.1.3(b)(iii) above may choose to accelerate his or her employment transition date and move to B–UMG employment as described in Section 4.1.1 above effective as of January 1st of any year that is prior to such physician's applicable transition date set forth in (i) or (iii) above.

(c) Commencing as of the Effective Date and continuing as to each COM-T faculty physician for so long as he or she remains employed by the University (thus until such physician's transition date pursuant to Section 4.1.3(b) above, or indefinitely in the case of physicians described in Section 4.1.3(a)), B–UMG shall contract with the University for that portion of the physician's overall time and efforts dedicated to clinical activities and, in consideration thereof, shall compensate the University for an appropriate share of such physician's overall salary and benefits based on his or her allocated clinical time, as approved by the AMC from time to time.

4.1.4 Employment Transition Process for Existing COM-P Faculty. All COM-P faculty physicians employed by the University immediately prior to the Effective Date shall continue their University employment following the Effective Date, unless and until transitioned to B–UMG employment (as contemplated by Section 4.1.1 above), or excused from such transition as follows:

(a) Those COM-P faculty physicians, who are identified as such on Schedule 4.1.2(c) hereto, shall remain employed by the University pursuant to Section 4.1.2 above.

(b) Except for those physicians described in Section 4.1.4(a) above, all COM-P faculty physicians engaged in clinical practice activities through BMG or any BH Affiliate shall move to B–UMG employment pursuant to Section 4.1.1 above, and thus shall cease to be employed by the University and by BMG or another BH Affiliate (as applicable), based on a timeframe intended to accommodate the vesting of employer contributions previously made by the University to the ASRS defined benefit plan or the University Optional Retirement Plan, a defined contribution plan, on their behalf, as follows:

(i) Faculty physicians who participate in the ASRS defined benefit plan and were hired prior to July 1, 2011 shall continue to be employed by the University through the first January 1st following the date on which they have accumulated ten (10) years of ASRS participation; and

(ii) Faculty physicians who participate in the ASRS defined benefit plan and were hired on or after July 1, 2011 shall continue to be employed by the University through January 1, 2016.

(iii) Faculty physicians who participate in the University Optional Retirement Plan shall continue to be employed by the University through the first January 1st following the date on which they have accumulated five (5) years of University Optional Retirement Plan participation.

Notwithstanding the foregoing, any physician described in Section 4.1.4(b)(i) or Section 4.1.4(b)(iii) may choose to accelerate his or her employment transition date and move to B–UMG employment described in Section 4.1.1 above effective as of any January 1st date that is prior to such physician's applicable transition date set forth in (i) or (iii) above.

(c) Commencing as of the Effective Date and continuing as to each COM-P faculty physician for so long as he or she remains employed by the University (thus until such physician's transition date pursuant to Section 4.1.4(b) above, or indefinitely in the case of physicians described in Section 4.1.4(a)), B–UMG shall contract with the University (or BMG or another BH Affiliate through which such physician carries on his or her clinical practice activities, as applicable) for that portion of the physician's overall time and efforts dedicated to clinical activities and, in consideration thereof, shall compensate the University (or BMG or another BH Affiliate, as applicable) for a proportionate share of such physician's overall salary and benefits based on his or her allocated clinical time, as approved by the AMC from time to time.

(d) All COM-P faculty physicians employed by the University and engaged in clinical practice activities on an independent basis (other than through BMG or any BH Affiliate) immediately prior to the Effective Date and listed on Schedule 4.1.4(d) attached hereto may continue their independent practice activities unless and until otherwise determined by the Dean of COM-P in his or her discretion, consistent with the University's Guidelines for Promotion and Tenure, or until otherwise determined by the AMC.

4.1.5 Employee Benefits.

(a) The University shall carry over, and give credit for, the Accrued PTO recorded by UPH immediately prior to the Effective Date for the COM-T faculty physicians dually employed by the University and UPH on the day prior to the Effective Date (the "UPH/University Physician Employees") that waive their right to payment of Accrued PTO upon termination of employment by UPH and who become employed solely by the University pursuant to Section 4.1.3 as of the Effective Date (the "UPH Accrued PTO Amount"), and such amounts shall not be subject to reduction, offset or any limitation under the University's paid time off, sick, vacation or holiday pay policies or procedures. UPH paid the University an amount equal to Seven Million Seven Hundred Thousand Dollars ($7,700,000) (the "Estimated UPH Accrued PTO Amount") on the day prior to the Effective Date, which is Parties' estimate of the UPH Accrued PTO Amount that has been carried over by the University as provided above. During the sixty (60) day period following the Effective Date, the Parties shall use their good faith efforts to determine the actual UPH Accrued PTO Amount that is carried over by the University as provided above. B–UMG shall make an additional payment in cash to the University no later than ten (10) days following the Parties' determination of the UPH Accrued PTO Amount to the extent that the UPH Accrued PTO Amount exceeds the Estimated UPH Accrued PTO Amount. The University shall reimburse B–UMG in cash no later than ten (10) days following the Parties' determination of the UPH Accrued PTO Amount to the extent that the UPH Accrued PTO Amount is less than the Estimated UPH Accrued PTO Amount.

(b) Upon transition of (i) the COM-T faculty physicians to B–UMG employment pursuant to Section 4.1.3, and (ii) the COM-P faculty physicians to B–UMG

employment pursuant to Section 4.1.4, B–UMG shall carry over, and give credit for, the Accrued PTO recorded by the University with respect to such COM-T and COM-P faculty physicians that waive their right to payment of Accrued PTO upon termination of employment by the University (the "University Accrued PTO Amount"), and such amounts shall not be subject to reduction, offset or any limitation under B–UMG's paid time off, sick, vacation or holiday pay policies or procedures. The University shall pay B–UMG an amount equal to the University Accrued PTO Amount, which the Parties shall reasonably estimate as of date of termination of employment by the University (the "Estimated University Accrued PTO Amount"). The Estimated University Accrued PTO Amount shall be paid by the University to B–UMG in cash on the date of termination of employment by the University. During the sixty (60) day period following the applicable date of termination of employment by the University, the Parties shall use their good faith efforts to determine the actual University Accrued PTO Amount that is carried over by B–UMG as provided above. The University shall make an additional payment to B–UMG in cash no later than ten (10) days following the Parties' determination of the University Accrued PTO Amount to the extent that the University Accrued PTO Amount exceeds the Estimated University Accrued PTO Amount. The University shall reimburse B–UMG in cash no later than ten (10) days following the Parties' determination of the University Accrued PTO Amount to the extent that the University Accrued PTO Amount is less than the Estimated University Accrued PTO Amount.

(c) From the Effective Date of the Agreement, in connection with the purchase of clinical time of University employed physicians, B–UMG shall pay the University an allocable portion of other employee related expenses for such physicians, in accordance with the terms of the Academic and Clinical Services Agreement, by applying the University's annual "Employee Related Expense (ERE) Rates" that have been approved by the U.S. Department of Health and Human Services ("HHS") and are set forth in the applicable ERE Rate Agreement between the University and HHS (the "ERE Rates") (such as, for purposes of example, the ERE Rates reflected in the expense chart attached as Schedule 4.1.5(c) (the "2014-2015 ERE Rate Chart"), as follows:

(i) from the Effective Date through June 30, 2015, the Parties shall utilize the ERE Rates (for Appointed & Faculty/Regular) as adjusted to reflect accrued surpluses and deficits from prior time periods (the "Adjusted Rates") (i.e., the rate reflected in the "ERE Rate (Rounded)" line of the 2014-2015 ERE Rate Chart);

(ii) from July 1, 2015 through June 30, 2018, the Parties shall determine the amount of such employee related expenses by applying the ERE Rates (for Appointed & Faculty/Regular) unadjusted (i.e., not adjusted to reflect accrued surpluses and deficits from prior time periods (the "Unadjusted Rate") (i.e., the rate reflected in the "Subtotal" line of the 2014-2015 ERE Rate Chart); and

(iii) from July 1, 2018 until the expiration or termination of this Agreement, the Parties shall determine the amount of such employee related expenses by applying the Adjusted Rates (for Appointed & Faculty/Regular) (i.e., the rate reflected in the "ERE Rate (Rounded)" line of the 2014-2015 ERE Rate Chart).

(d) From the Effective Date of the Agreement, in connection with the purchase of academic time of B–UMG -employed physicians, the University shall pay B–UMG an allocable portion of other employee related expenses for such physicians, in accordance with the terms of the Academic and Clinical Services Agreement, by applying B–UMG 's budgeted factor, consistently applied, for such employee related expenses.

(e) UPH paid the University an amount equal to Four Million Seven Hundred Seventy-Two Thousand Two Hundred Forty-Six Dollars ($4,772,246) in cash for other accrued employee related expenses with respect to the UPH/University Physician Employees (the "Estimated ERE Expenses"), which is the Parties' estimate of the other accrued employee related expenses with respect to the UPH/University Physician Employees as of the day prior to the Effective Date. During the one hundred eighty (180) day period following the Effective Date, the Parties shall use their good faith efforts to determine the actual ERE Expenses (the "Actual ERE Expenses"). B–UMG shall make an additional payment in cash to the University no later than ten (10) days following the Parties' determination of the Actual ERE Expenses to the extent that the Actual ERE Expenses exceed the Estimated ERE Expenses. The University shall reimburse B–UMG in cash no later than ten (10) days following the Parties' determination of the Actual ERE Expenses to the extent that the Actual ERE Expenses are less than the Estimated ERE Expenses.

4.1.6 BMG-Employed Physicians.

(a) Neither BMG nor any BH Affiliate other than B–UMG shall employ any physician for the purpose, in whole or in part, of providing clinical physician services in the Healthcare System Tucson Service Area, except for: (i) circumstances in which a clinical need exists for a particular physician specialty but no corresponding academic need exists at the pertinent Medical School and, accordingly, the AMC has authorized BH or B–UMG to contract with BMG to fill that clinical need at either the Medical Center – Tucson Campus or the Medical Center – South Campus on a contract basis; and (ii) circumstances in which primary care physicians who see patients exclusively in ambulatory settings are presented to the AMC but the AMC declines to cause B–UMG to employ such physicians based on economic or other considerations and, accordingly, such physicians become employed by BMG.

(b) Except during the transition period described in Section 4.1.4 above, neither BMG nor any BH Affiliate other than B–UMG shall employ any physician who practices at BGSMC or any other location affiliated with BGSMC, except for:

(i) Pediatricians and pediatric specialists employed by BMG, who shall not be transferred to B–UMG but may participate in teaching as a member of the teaching faculty if they hold COM-P faculty titles;

(ii) Physicians employed by BMG as part of the Banner MD Anderson Cancer Center or successor facility (the "**BMDACC**") program (including satellite locations of the program, which may include BGSMC), who shall not be transferred to B–UMG but may participate in teaching as a member of the teaching faculty if they hold COM-P faculty titles;

(iii) Certain primary care physicians (not associated with BGSMC Family Medicine, Internal Medicine, or OB GYN GME programs/clinics) who practice primarily in an ambulatory setting and who obtain a faculty title;

(iv) Physicians providing professional services in situations where a clinical need exists and the AMC has authorized BH or B–UMG to contract with BMG to fill the need; and

(v) Physicians who do not practice primarily at BGSMC, but whose services are necessary to fill coverage or other service gaps or otherwise meet an administrative or clinical need, in each case as determined by the AMC; such physicians shall include, as of the Effective Date, those physicians set forth on Schedule 4.1.6(b)(v).

4.2 **Medical Staffs of Medical Center – Tucson Campus, Medical Center – South Campus, and BGSMC.**

4.2.1 Faculty Appointment or Title. Subject to the transition provisions of Section 4.2.2 below, all physicians who practice at the Medical Center - Tucson Campus, Medical Center - South Campus, or BGSMC must be eligible for and receive a faculty appointment or title through the President of the University, except for:

(a) BMG-employed physicians described in Section 4.1.6(a) or Section 4.1.6(b)(ii), (iv) or (v) above;

(b) Non-B–UMG physicians who are subject to grandfathering as of the Effective Date pursuant to Section 4.2.2(a) below; and

(c) Certain independent (not employed by B–UMG, BMG, or any other BH Affiliate) physicians who are subject to a future contractual arrangement for physician services as approved by the AMC, where the AMC has expressly determined to waive the requirement for such physicians to obtain a faculty title;

(the foregoing standard and exceptions comprehensively referred to herein as the "**Faculty Title Requirement**").

4.2.2 Medical Staff Transition Process.

(a) Over the initial twelve (12) months following the Effective Date, BH shall develop a transition plan for the Medical Center – Tucson Campus and the Medical Center – South Campus, and a transition plan for BGSMC, each of which shall be subject to approval by the AMC. The transition plans may indefinitely "grandfather" certain non-B–UMG physicians on the medical staffs of such hospitals as of the Effective Date from the Faculty Title Requirement if such physicians are determined (on a case-by-case basis) to be unable to obtain a faculty title by February 28, 2019. Any and all such grandfathered physicians shall be specifically named on a schedule to the transition plan, which shall be subject to AMC approval.

(b) Physicians first joining any of the three medical staffs at the Medical Center – Tucson Campus, Medical Center – South Campus, or BGSMC after the

Effective Date but on or before February 28, 2016, shall become subject to the Faculty Title Requirement as of February 28, 2019.

(c) Physicians applying for new or renewed medical staff privileges at the Medical Center – Tucson Campus, Medical Center – South Campus, or BGSMC after February 28, 2016, shall be subject to the Faculty Title Requirement at such time, meaning that such physicians shall be required to have a faculty title in order to be granted the requested medical staff privileges.

4.2.3 Clinical Leaders at Medical Center – Tucson Campus, Medical Center – South Campus, and BGSMC. Commencing as of February 28, 2016, all physicians holding clinical leadership roles at the Medical Center - Tucson Campus, Medical Center - South Campus, or BGSMC shall be employed by B–UMG or the University, unless otherwise approved by the AMC. Clinical institute leaders at BGSMC shall be approved by the AMC; provided, however, that leaders of the clinical institutes established at BGSMC from and after January 1, 2014, may be independent physicians but shall be subject to approval by the AMC.

4.2.4 Medical Staff Bylaws. The respective Medical Staff Bylaws of each hospital shall be amended if and as necessary to reflect the foregoing provisions, including without limitation the Faculty Title Requirement and the foregoing provisions regarding appointment and qualification of clinical leaders. In the case of the Medical Center – Tucson Campus and Medical Center – South Campus, BH shall cause such amendments to be reflected in new Medical Staff Bylaws effective as of the Effective Date. In the case of BGSMC, such amendments shall be subject to the approval of the BGSMC Medical Staff and the BH Board of Directors (as the governing board for such hospital); BH shall cause its executive and employed physician leaders to act cooperatively and in good faith to promote the adoption of such amendments to the BGSMC Medical Staff Bylaws during the twelve (12) month period immediately following the Effective Date.

4.2.5 Medical Staff Application and Reappointments. Pending approval of the applicable transition plan pursuant to Section 4.2.2(a) above, the Medical Center – Tucson Campus and Medical Center – South Campus shall process medical staff applications and reappointments as set forth in the amended Medical Staff Bylaws to be implemented by BH as of the Effective Date pursuant to Section 4.2.4 above. Pending approval of the applicable transition plan pursuant to Section 4.2.2(a) above and contingent upon changes to the BGSMC Medical Staff Bylaws pursuant to Section 4.2.4 above being approved by the BGSMC Medical Staff and the BH Board of Directors, BGSMC shall continue to process medical staff applications and reappointments as immediately prior to the Effective Date.

4.3 **Employment of Mid-Level Practitioners.** Commencing as of July 1, 2015 (or the end of the University pay period encompassing such date), all mid-level practitioners who support faculty physicians practicing through B–UMG (without regard to whether such faculty physicians are employed by B–UMG or the University) shall be employed solely by B–UMG.

4.4 **Employment of Residents and Fellows**.

4.4.1 The University shall cause all residents and fellows employed by the University as part of the University's accredited GME program as of the Effective Date to transition their employment to B–UMG effective as of July 1, 2016. Residents and fellows commencing their GME activities through COM-T's ACGME-accredited program or the Medical Center – South Campus consortium program on or after July 1, 2016 shall be employees of B–UMG, rather than the University.

4.4.2 BH shall cause all residents and fellows employed by BGSMC as part of BGSMC's accredited GME program as of the Effective Date (sponsorship of which shall be transferred to COM-P as of the Effective Date, or as soon thereafter as is reasonably practicable, pursuant to Section 1.5 above) to become employees of B–UMG as of August 2, 2015; BH shall be responsible for obtaining any and all ACGME-required approvals associated with the assignment of such contracts from BGSMC to B–UMG. Thereafter, residents and fellows commencing their GME activities through COM-P's ACGME-accredited program shall be employed by B–UMG, rather than BGSMC, BH or any other Affiliate thereof.

4.4.3 Residents and fellows employed by the University or B–UMG and their respective spouses, and their respective dependent children shall be eligible for Qualified Tuition Reduction benefits under University Policy Number 6-902 or any successor policy from time to time ("QTR Benefits") as follows:

(a) COM-T residents and fellows who commenced their residency or fellowship prior to July 1, 2015 and are utilizing QTR Benefits as of Closing shall continue to be eligible for such benefits until termination of such physician's residency or fellowship;

(b) COM-T residents and fellows who commenced their residency or fellowship prior to July 1, 2015 and are not utilizing QTR Benefits as of Closing shall be eligible for QTR Benefits until June 30, 2016;

(c) COM-T residents and fellows who commence their residency or fellowship on July 1, 2015 shall be eligible for QTR Benefits until June 30, 2016;

(d) COM-T residents and fellows who commence their residency or fellowship on or after July 1, 2016 shall not be eligible for QTR Benefits; and

(e) COM-P residents and fellows shall not be eligible for QTR Benefits.

4.5 **Teaching Activities of Non-B–UMG Physicians**. In the event that the University grants a faculty title to a BMG-employed physician or independent physician not practicing at the Medical Center – Tucson Campus, Medical Center – South Campus, or BGSMC but rather who practices exclusively in ambulatory clinical settings located in one of the hospitals' respective service areas, such physician may participate in the Teaching Programs, if and as approved by the AMC.

ARTICLE 5
FINANCIAL MATTERS

5.1 **Basic Academic Support Payments**.

5.1.1 Fixed Funding. For the first fifteen (15) years of the Term, subject to Section 5.1.4 below, BH shall budget and fund an annual academic support payment in an amount equal to (a) One Hundred Thirty-One Million Three Hundred Thousand Dollars ($131,300,000) (the "**Core Services Funding**"), plus (b) Twenty Million Dollars ($20,000,000) (the "**Incremental Funding**" and, together with the **Core Services Funding**, the "**Fixed Funding**"). The Core Services Funding shall be used, together with other funds available to B–UMG, the AMC or the University, to support the following categories of expenses in connection with the Teaching Programs and related clinical practices at the Medical Center – Tucson Campus, Medical Center – South Campus, BGSMC, and B–UMG:

(a) Salaries, wages, benefits and other personnel expenses of B–UMG Clinicians;

(b) Corporate allocations made to B–UMG in accordance with Section 3.5.1 above;

(c) Support of Departmental Chairs and Vice-Chairs;

(d) Funding for Residency Program Directors and other expenses of the residency and fellowship programs, including the expense of residency supervision by non-B–UMG clinicians (including at off-site practice locations), administrative support, travel and seminars, and research;

(e) New clinical start-up funds and continuation of same;

(f) Departmental Chair and Center Director packages;

(g) Clinic losses (*i.e.*, the amount by which the Operating Expenses incurred by B–UMG, BH or BMG in the operation of clinics staffed by B–UMG Clinicians exceed the Net Operating Revenue of such clinics, excluding the expense of salaries, wages, benefits and other personnel expenses of B–UMG Clinicians);

(h) University faculty academic, research and other protected non-clinical time;

(i) University staff time;

(j) Academic mission support;

(k) Salaries and benefits of the President of Banner Academics/B–UMG CEO; and

(l) Program development and faculty recruitment.

Of the $131.3 million in Core Services Funding, not less than $16.5 million shall be earmarked by BH to fund, directly to the University (if the University is directly liable for such expenses) or

on behalf of the University (if the University is not directly liable for such expenses), items (c), (f) and (h) above. The Incremental Funding shall be used for the same purposes enumerated in items (a)-(l) above, in support of the clinical enterprise of the Business, B–UMG and BGSMC, including for those programs and services provided by the University or the Medical Schools that support and are accretive to the clinical enterprise of the Business, B–UMG and BGSMC, as proposed to and approved by the AMC. BH acknowledges that (i) B–UMG and UAHN (prior to the date hereof) have previously purchased, and BH may continue to purchase, non-healthcare-related goods and services from the University, (ii) any such purchases are not included in the Fixed Funding, and (iii) redirection of these purchases to BH, or to a third-party vendor other than the University, shall not result in reduction of the Fixed Funding. For avoidance of doubt, until July 1, 2016, benefits and other employee-related expenses of resident and fellows will be determined by utilizing Adjusted ERE Rates for Faculty/Ancillary.

5.1.2 Purchased Services Funding. BH also shall budget and fund an amount (the "**Purchased Services Funding**") for the purchase of specific services from B–UMG or the University, including without limitation:

(a) Hospitalist and intensivist services;

(b) Medical directorships;

(c) Physicist services;

(d) Other contracted services;

(e) Inpatient and ED on-call coverage services provided by B–UMG employees, to the extent such employees receive additional incremental compensation for such services in excess of base salary and any incentive compensation;

(f) CRNA services; and

(g) Additional University services requested and approved by the AMC;

(collectively, "**Purchased Services**"). B–UMG shall have the first right to provide the Purchased Services, and if B–UMG declines or is unable to provide the Purchased Services, then the University shall have the second right to provide the Purchased Services, as and to the extent such Purchased Services are needed by BH, in BH's reasonable judgment, for the proper operation of the Medical Center - Tucson Campus, and the Medical Center - South Campus. Subject to Section 1.7, B–UMG shall also provide the Purchased Services at BGSMC as agreed by the AMC, acting on behalf of B–UMG, and BH. All arrangements for Purchased Services provided by B–UMG or the University to BH shall be set forth in a written agreement that is commercially reasonable, contains provisions specifying the required service levels and requirements, and for a term of one-year unless otherwise approved by the AMC. To the extent consistent with Fair Market Value, compensation for such Purchased Services shall be on a direct cost basis plus a profit margin of three percent (3%). If B–UMG and the University decline or are unable to provide the Purchased Services, then BH shall be entitled to obtain the Purchased Services from sources other than B–UMG. In addition to Purchased Services under

this Section, BH shall honor its obligations to the University pursuant to that certain letter agreement described on Schedule 5.1.2.

5.1.3 Dean's Tax Alternative. As of the Effective Date, the Dean's Tax assessed against UPH (n/k/a B–UMG) prior to the Effective Date shall cease to apply. In lieu thereof, BH shall annually pay to the University, to support the academic enhancement of the Medical Schools, an amount equal to four-tenths of one percent (0.4%) of the Net Operating Revenue of the Business for each calendar year, but in no event less than Six Million Dollars ($6,000,000) for each calendar year (the "**Dean's Tax Alternative**"). The Dean's Tax Alternative shall be paid by BH on a quarterly basis, including year-to-date adjustments, not later than thirty (30) days following the end of each calendar quarter. Such payments shall be subject to final reconciliation based on annual audited financial statements, with any final adjustments remitted not later than thirty (30) days following the approval by the BH Board of Directors of the audited financial statements for the calendar year.

5.1.4 Adjustment. For the first fifteen (15) years of the Term, the Fixed Funding shall be subject to adjustment as follows:

(a) The amount shall be increased or decreased by one hundred percent (100%) of any increase or decrease in the amount of direct and indirect GME Medicare funding that was received by BGSMC, the Medical Center - Tucson Campus or the Medical Center - South Campus, in any given federal fiscal year, relative to the amount received by such hospitals for the federal fiscal year ending September 30, 2014. The initial adjustment, if any, hereunder shall be based on the as-filed Medicare cost reports for BGSMC, the Medical Center - Tucson Campus, and the Medical Center - South Campus and shall be subject to final adjustment following receipt of the respective Medicare final notices of program reimbursement for a given federal fiscal year reflecting final adjustments to such costs at each facility.

(b) The amount shall be increased by one hundred percent (100%) of the amount of any increase in the amount of GME Medicaid funding that was received by BGSMC, the Medical Center - Tucson Campus or the Medical Center - South Campus, net of the amount of any state matching funding provided by the State of Arizona or any subdivision or instrumentality thereof (including without limitation Pima County), relative to the amount received by such hospitals for the federal fiscal year ending September 30, 2014, also determined net of the amount of any state matching funding provided by the State of Arizona or any subdivision or instrumentality thereof (including without limitation Pima County).

(c) The amount shall be decreased by one hundred percent (100%) of an amount equal to (i) one hundred percent (100%) of any decrease in the amount of GME Medicaid funding that was received by BGSMC, the Medical Center - Tucson Campus or the Medical Center - South Campus, net of the amount of any state matching funding provided by the State of Arizona or any subdivision or instrumentality thereof (including without limitation Pima County), relative to the amount received by such hospitals for the federal fiscal year ending September 30, 2014, also determined net of the amount of any state matching funding provided by the State of Arizona or any subdivision or instrumentality thereof (including without limitation Pima County), minus (ii) Six Million Dollars ($6,000,000).

(d) The amount shall be increased or decreased by one hundred percent (100%) of any increase or decrease in the amount of reimbursement paid by the University to UMCC in the fiscal year ended June 30, 2013 for expenses and additional costs incurred by UMCC in fulfilling its role as the primary teaching hospital for COM-T and which was funded from an annual appropriation by the Arizona State Legislature to the University for clinical teaching support funds at COM-T.

The reductions (or increases) in the operation of Banner Academics, including without limitation B–UMG, necessary as the result of any reduction (or increase) in the Fixed Funding shall be determined by the AMC.

5.2 **Supplemental Academic Support Payments**. For the first fifteen (15) years of the Term, BH shall budget and fund an annual supplemental academic support payment (the "**Supplemental Academic Support Payment**") for Banner Academics that shall be equal to one-half (1/2) of the Combined Operating Margin to the extent that such Combined Operating Margin exceeds five percent (5%). The Supplemental Academic Support Payment may be used for any purpose approved by the AMC and reasonably related to furtherance of Banner Academics, provided, however, that no physician is paid compensation by any Party that varies with or otherwise takes into account the volume or value of referrals or other business generated by that physician for the Business. The Supplemental Academic Support Payment with respect to each calendar year shall be paid in a single lump-sum amount not later than thirty (30) days following the approval by the BH Board of Directors of the audited financial statements for such calendar year.

5.3 **Renegotiation of Support Payments**. BH and the University shall renegotiate the amount of the Fixed Funding and Supplemental Academic Support Payments to be applicable during the last fifteen (15) years of the Term.

5.3.1 Fixed Funding.

(a) At least one (1) year before the end of the first fifteen (15) years of the Term, BH and the University shall begin the process to renegotiate the amount of the Fixed Funding that shall be applicable during the last fifteen (15) years of the Term and shall conclude this renegotiation process on or before the date of the fifteenth (15th) annual anniversary of the Effective Date. During this one (1)-year renegotiation period, the Parties shall use good faith efforts to reach an agreement as to the amount of the Fixed Funding for the last fifteen (15) years of the Term, provided, however, that such amount shall not be increased or decreased by more than fifteen percent (15%) as a result of such renegotiations. In the event that BH and the University are not able to agree to an amount for the Fixed Funding for the last fifteen (15) years of the Term, such amount shall be reduced by fifteen percent (15%), and there shall be a corresponding reduction, on a pro-rata basis, of the amounts paid by BH to the University pursuant to Section 5.1.1 that are earmarked to fund the items in Section 5.1.1 (c), (f) and (h).

(b) The amount of the Fixed Funding shall be subject to reduction, prior to the end of the first fifteen (15) years of the Term, in the event of either: (i) a fifteen percent (15%) or greater reduction in medical student enrollment at either of the Medical Schools over any consecutive two (2)- to five (5)-year period; or (ii) a fifteen percent (15%) or greater

reduction in residents in programs for which the University is the ACGME-accredited institutional sponsor, over any consecutive two (2)- to five (5)-year period (each a "**Reduction Event**"). Upon any Reduction Event, the amount of the Fixed Funding shall be automatically reduced by a percentage equal to the percentage reduction of the Reduction Event, or such other amount as mutually agreed between the Parties. Notwithstanding the foregoing, the amount of the Fixed Funding shall not be reduced as a result of any election by BH to terminate the lease for the Medical Center - South Campus except to the extent that the termination of such lease results directly in a reduction of the excess of expense over revenue of Banner Academics.

5.3.2 Supplemental Academic Support Payments. At least one (1) year before the end of the first fifteen (15) years of the Term, BH and the University shall begin the process to renegotiate the amount of the Supplemental Academic Support Payments that shall be applicable during the last fifteen (15) years of the Term and shall conclude this renegotiation process on or before the date of the fifteenth (15th) annual anniversary of the Effective Date. During this one (1)-year renegotiation period, the Parties shall use good faith efforts to reach an agreement as to the threshold Combined Operating Margin and applicable percentage share of Combined Net Operating Income of the Business for the last fifteen (15) years of the Term, provided, however, that the threshold Combined Operating Margin shall not be increased or decreased by more than one percent (1%) and the applicable percentages of the operating income of the Business shall not be increased or decreased by more than five percent (5%) as a result of such renegotiation. In the event that BH and the University are not able to agree to a new threshold Combined Operating Margin and applicable percentages, then the threshold Combined Operating Margin and applicable percentages shall remain unchanged for the last fifteen (15) years of the Term.

5.4 **Academic Enhancement Fund**. As of the Effective Date, the University shall establish a foundation, trust or other restricted fund (the "**Academic Enhancement Fund**"), which shall be funded and operated in accordance with the following:

5.4.1 Purpose. The Academic Enhancement Fund shall have as its sole and exclusive purpose the annual payment of Twenty Million Dollars ($20,000,000) to the University to be used to provide ongoing funding for academic enhancements, faculty recruitment, and program development at the Medical Schools. BH shall have no role whatsoever in directing how the Academic Enhancement Fund is to be used.

5.4.2 Structure. The Academic Enhancement Fund shall be structured in such a manner that provides assurance that the Academic Enhancement Fund and all earnings thereof can and will be used solely and exclusively for its specified purposes and will not be subject to federal or state income tax, and may not be diverted or otherwise appropriated for any other purpose whatsoever.

5.4.3 Investment. Pursuant to the Institutional Investment Agreement between BH and the University attached to the Definitive Agreement as Exhibit 3.2(i) (the "**Institutional Investment Agreement**"), the Academic Enhancement Fund shall be invested in accordance with the same investment guidelines as are applicable to the assets of the Banner Foundation.

5.4.4 Contributions. Upon the closing of the transaction contemplated by the Definitive Agreement, UAHN (or its designee) contributed Two Hundred Sixty-one Million Dollars ($261,000,000) in cash, a portion of which was funded with cash received from BH in accordance with the Definitive Agreement, to the University. Immediately thereafter, the University contributed such amount and an additional Thirty-nine Million Dollars ($39,000,000) in cash to the Academic Enhancement Fund in accordance with the Definitive Agreement. Pursuant to the Institutional Investment Agreement, BH shall ensure the availability of sufficient amounts in the Academic Enhancement Fund or through supplemental contributions directly to the University to permit the timely payment of annual disbursements required pursuant to Section 5.4.5 below. BH shall guarantee the timely payment in full of all disbursements required pursuant to Section 5.4.5; if and to the extent that the assets in the Academic Enhancement Fund are inadequate to permit such disbursements in full, BH shall make additional contributions directly to the University as are necessary for compliance with Section 5.4.5.

5.4.5 Disbursements. Subject to Section 5.4.4, the annual amount disbursed from the Academic Enhancement Fund shall be Twenty Million Dollars ($20,000,000), with the disbursement for the initial year to be made within fifteen (15) days immediately following the closing of the transaction pursuant to the Definitive Agreement and payments for each year thereafter to be made no later than January 15th of such year. Any amount remaining in the Academic Enhancement Fund at the end of the Term, whether due to the expiration or earlier termination of this Agreement, may be disbursed in the full discretion of the University without limitation as to amount. The Academic Enhancement Fund shall not engage in any fundraising or other activities other than the disbursement of the annual Twenty Million Dollars ($20,000,000) academic mission support payment to the University.

ARTICLE 6
RESEARCH AND INTELLECTUAL PROPERTY

6.1 Definitions. For the purpose of this Article 6, the following terms have the meanings set forth below. Capitalized terms not set forth in this Section 6.1, are defined within Article 6 or within the Agreement:

6.1.1 "**Associational Interest**" means a non-financial interest held by a Research Study Team member or that individual's immediate family.

6.1.2 "**Background IP**" means any and all Intellectual Property and Intellectual Property Rights owned or controlled by a Party that is reasonably necessary in the performance of a Covered Study.

6.1.3 "**Biological Material**" means any and all tangible matter derived from a plant or animal including tissues, cells, cell lines, cellular extracts, fluids, proteins, and genetic materials of plants or animals including humans, and any derivative, part, progeny, and modification thereof and thereto, including synthetic nucleic acids, recombinant nucleic acids, recombinant cells, and transgenic or cloned animals.

6.1.4 "**Banner Biological Material**" means Biological Material obtained: (i) from a Human Subject enrolled in a Research study at a Select Site or other BH-facility; (ii) from a patient seen at a BH-facility; or (iii) by BH directly from an Affiliate of BH.

6.1.5 "**Covered Study**" means, subject to the exclusions in Section 6.13, all Research conducted at a Select Site on which a University Faculty Physician serves as the Principal Investigator.

6.1.6 "**Covered Study IP**" means, subject to the exclusions and conditions in Section 6.14, any IP that is not Background IP and that is authored, invented, discovered, conceived, or developed (as determined according to U.S. IP law including copyright, trade secret and patent law, as applicable) by one or more persons in the performance of a Covered Study who are University Faculty Physicians or who are under an obligation to assign IP rights to either BH or the University, such as one or more members of the Research Study Team.

6.1.7 "**Financial Interest**" means a financial interest held by a Research Study Team member or that individual's immediate family, or as otherwise defined in applicable law.

6.1.8 "**Funder**" means a third party, other than a Sponsor, that provides financial or in-kind support for a Covered Study.

6.1.9 "**Human Subject"** shall have the meaning set forth in applicable law (including, but not necessarily limited to, 45 C.F.R §46.102(f) and 21 C.F.R § 50.3(g)), and in the absence of an applicable legal definition, means a living individual about whom an Investigator obtains identifiable Clinical Data or with whom an Investigator interacts or intervenes in connection with Research.

6.1.10 "**Imputed Conflict of Interest**" means an Associational or Financial Interest held by an individual that is imputed to a Party by virtue of that individual's authority and decision-making capacity within the Party and that has the potential to compromise or bias the professional judgment or objectivity of a Party, or has the appearance of having the potential to compromise or bias the professional judgment or the objectivity of a Party.

6.1.11 "**Individual Conflict of Interest**" means an Associational or Financial Interest held by a Research Study Team member that has the potential to compromise or bias the professional judgment or objectivity of the member, or has the appearance of having the potential to compromise or bias the professional judgment or the objectivity of the member.

6.1.12 "**Institutional Conflict of Interest**" means an Associational or Financial Interest held by a Party that has the potential to compromise or bias the professional judgment or objectivity of a Party, or has the appearance of having the potential to compromise or bias the professional judgment or the objectivity of a Party.

6.1.13 "**Intellectual Property**" and "**IP**" mean all tangible and intangible conceptions, ideas, innovations, discoveries, inventions, processes, machines, formulae, formulations, compounds, compositions, equipment, improvements, enhancements, modifications, technological developments, know-how, show-how, methods, techniques, systems, designs, schematics, production systems and plans, software, documentation, data,

programs and information, and works of authorship, whether or not patentable, copyrightable, or susceptible to any other form of legal protection.

6.1.14 "**Intellectual Property Rights**" and "**IPR**" mean any and all forms of intangible property rights in any jurisdiction throughout the world, including without limitation all rights to: (a) all patents, trade secrets, trademarks, trade names, copyrights, moral rights, rights of publicity, mask work rights, and all other industrial or intangible property rights throughout the world, including without limitation rights in inventions, technologies, designs, and utility models; (b) all grants and registrations worldwide in connection with any of the foregoing, and all rights with respect thereto; (c) all applications for any such grant or registration; (d) all rights of priority under international conventions to make such applications and the right to control their prosecution, and all amendments, continuations, divisions and continuations-in-part of such applications; and (e) all corrections, reissues, patents of addition, extensions, and renewals of any such grant, registration, or right.

6.1.15 "**Investigator**" has its customary meaning, and includes a principal investigator, co-investigator, sub-investigator, researcher or an individual who is responsible for the design, conduct, reporting results, or oversight of the Research.

6.1.16 "**Principal Investigator**" means the lead and/or primary Investigator conducting Research.

6.1.17 "**Research**" means a clinical trial, a clinical study, a clinical investigation, any research otherwise involving Human Subjects (regardless of whether such research is Phase I, II, III or IV, or whether it is conducted pre-market or post-market), evaluative research, epidemiological studies, outcomes and comparative research, or any other systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge. For the avoidance of doubt, activities included within the definition of Research shall include designing the Research, conducting the Research, developing and drafting a Research protocol, directing Research or serving as the Investigator, making decisions relating to an individual's eligibility to participate in Research as a Human Subject, enrolling Human Subjects (including, but not limited to, obtaining their Informed Consent (as such term is defined in applicable law) and HIPAA Research Authorization), serving as a statistician on a Research study, and any other activity that would constitute "engagement" in Research under applicable law.

6.1.18 "**Research Study Team**" means the Investigators, clinical research coordinators, biostatisticians, and other individuals who directly engage in the conduct of a Covered Study.

6.1.19 "**Select Site**" means Banner Good Samaritan Medical Center, Main Campus Medical Center, Medical Center South Campus, or any BH-owned or controlled non-hospital patient care facility in Phoenix, Arizona or the Healthcare System Tucson Service Area staffed by BUMG Clinicians.

6.1.20 "**Sponsor**" has the meaning set forth in the FDA Regulations with respect to FDA regulated Covered Studies and, for all other Covered Studies, shall mean the party (including the person) who designs the Covered Study and at whose behest it is conducted.

6.1.21 "**University Faculty Physician**" means each BUMG Clinician and each other physician or other clinician who holds a COM-T or COM-P faculty title or appointment.

6.2 Intent of the Parties. The Parties wish to collaborate with respect to the facilitation and oversight of Covered Studies in order to grow Research programs, facilitate the design and conduct of Research, and accelerate the delivery of innovative diagnostics and therapeutics critical to patients. In this regard, the Parties are committed to working together, in good faith, to establish and maintain a robust and compliant Research environment that supports the development and conduct of Covered Studies; attracts and retains outstanding Researchers and other Research professionals; and maximizes access to external Research funding.

6.3 Governance. To assist with the implementation of this Article 6, the Parties shall establish a Research Steering Committee. Notwithstanding the foregoing, each Party shall retain all rights, powers and discretion granted to the Party under this Agreement and, under no circumstances will the Research Steering Committee have any power to amend, modify or waive compliance with this Agreement. The Research Steering Committee shall have the following responsibilities:

6.3.1 Serve as a forum for the Parties to discuss goals and strategy for the development and conduct of Covered Studies, and to monitor the progress with respect to same;

6.3.2 As described in Section 6.7 below, cooperate on a review of the Parties' respective policies and procedures applicable to the conduct of Covered Studies and identify any policies and procedures that can be reconciled or harmonized, if appropriate and acceptable to both Parties;

6.3.3 Periodically review the conduct of the Covered Studies;

6.3.4 Assist with coordination of the Parties' activities and schedules under this Article 6, including, as needed, the identification, formation and decommission of subcommittees to work on particular objectives;

6.3.5 Develop strategies, plans and approaches for resource assessments, as described in Section 6.8.1, and for staff optimization;

6.3.6 Assist in the Parties' development or consideration of potential proposals and strategies for Clinical Data sharing for Research purposes and for the acquisition, storage, and dissemination of Biological Materials for Research purposes;

6.3.7 Consult on the development of template Research Agreement provisions for use in negotiating and contracting with Funders and third party Sponsors;

6.3.8 Evaluate whether some or all Research underway at any of the Select Sites as of the Effective Date should be classified as a Covered Study for the purpose of subjecting such Research to this Article 6, and the timing of any status-change of such studies;

6.3.9 Assist in the development of publication and presentation principles for Covered Studies, including a process for developing a plan to disseminate the results of Covered Studies, and authorship and attribution; and

6.3.10 Perform such other responsibilities as may be mutually agreed to by the Parties from time to time.

6.4 Research Steering Committee Composition. The Research Steering Committee shall be comprised of two (2) voting representatives appointed by the University and two (2) voting representatives appointed by BH. Each Party has sole discretion in appointing its representatives. As appropriate, each of the Parties may also invite other individuals to attend meetings of the Research Steering Committee as non-voting advisors, provided that such invitees are subject to the confidentiality obligations of this Agreement or sign a confidentiality acknowledgement prior to attending.

6.5 Research Steering Committee Meetings. Unless otherwise determined by the Research Steering Committee, the Research Steering Committee shall meet no less frequently than once per calendar quarter.

6.6 Research Steering Committee Action. In many instances, the Research Steering Committee shall function as a forum for discussion. In those instances, however, where the Research Steering Committee is asked by the Parties to make a formal decision or recommendation, the action of the Research Steering Committee shall require the consent of all voting representatives. In the event that an issue comes before the Research Steering Committee that it concludes, after good faith discussion and deliberation, is not amenable to resolution by the Research Steering Committee, either Party may escalate the issue to the AMC by submitting to the AMC Chair a written description of the matter, including issues that need to be resolved and the required timeframe for resolution.

6.7 Compliance.

6.7.1 Subject to Sections 6.7.1(a)-(d), the Covered Studies shall be governed by University policies and procedures on (a) IRB oversight and human subject protection; (b) Individual Conflicts of Interest; (c) research misconduct, as defined in Section 6.8.9(a); and (d) Payor Coverage Analysis with respect to Covered Studies for which University performs the PCA pursuant to the terms of Section 6.8.2. A list of the governing University policies and procedures is attached hereto as Schedule 6.7.1, and will be updated by University as needed, and subject to BH's agreement prior to such additional policies and procedures controlling activities undertaken at BH. Except for those policies listed in Schedule 6.7.1, or as otherwise agreed by the Parties, the Research activities of the Parties shall be governed by their respective policies and procedures, and each proposed Covered Study must be approved by each Party in accordance with their respective policies and procedures.

(a) The Parties recognize that certain revisions will be necessary to the University's policies and procedures on IRB oversight and human subject protections in order to be consistent with this Article 6, to reflect the collaborative intentions of the Parties with respect to Covered Studies, and to ensure that Banner has the necessary information to perform its on-going operational and compliance responsibilities. Accordingly, the BH IRB shall have oversight over, and BH's policies and procedures for IRB oversight and human subject protections shall apply to, Covered Studies conducted at Banner Good Samaritan Medical Center until the Parties have reviewed the University's policies and procedures together and identified the necessary revisions. The Parties intend for this review to be completed no later than sixty (60) days following the Effective Date. The University will then work in good faith to ratify such revisions in accordance with its standard process for policy and procedure amendments within ninety (90) days of the Effective Date.

(i) Any Covered Study to be presented for IRB approval that will be conducted at Banner Good Samaritan Medical Center following the University's ratification of the changes to its policies and procedures governing IRB oversight and human subject protections but earlier than ninety (90) days following the Effective Date shall be submitted to the BH IRB.

(ii) In the event that the University has not ratified changes to its policies and procedures for IRB oversight and human subject protections within ninety (90) days of the Effective Date, Covered Studies to be conducted at Banner Good Samaritan Medical Center will be submitted to the University IRB and the University IRB will act in accordance with the proposed revisions or clarifications whenever appropriate.

(iii) Upon such ratification by the University and upon request by the University, BH will work expeditiously to transfer oversight of Covered Studies that were approved by the BH IRB between the Effective Date and the amendment ratification effective date to the University IRB, with such transfer occurring within forty-five (45) days after the ratification effective date.

(iv) In the event that the Parties wish to conduct a Covered Study, during the pre-amendment ratification period, that will occur both at Select Sites in Phoenix and at Select Sites in the Healthcare System Tucson Service Area, the Covered Study will be under the supervision of both the University IRB and the BH IRB, per the division of oversight responsibility set forth in this Section 6.7.1(a).

(v) For the avoidance of doubt, any Covered Study to be presented for IRB approval that will be conducted at a Select Site within the Healthcare System Tucson Service Area will be submitted to the University IRB as of the Effective Date.

(b) The Parties recognize that certain revisions will be necessary to the University's policies and procedures for Individual Conflicts of Interest in order to ensure that all individuals that are currently evaluated for Individual Conflicts of Interest by BH are evaluated under the University's applicable Individual Conflict of Interest policies and procedures and in order to ensure that the policies and procedures permit the disclosure of information by the University to Banner as described in Section 6.8.7. Accordingly, BH's policies and procedures

for Individual Conflicts of Interest shall apply to Covered Studies conducted at Banner Good Samaritan Medical Center until the Parties have reviewed such policies and procedures together and identified any necessary revisions and the University has ratified such revisions in accordance with its standard process for policy and procedure amendments. The Parties intend for this review to be completed no later than sixty (60) days following the Effective Date. The University will then work in good faith to ratify such revisions in accordance with its standard process for policy and procedure amendments within ninety (90) days of the Effective Date. Upon such ratification by the University and upon request by the University, BH will work expeditiously to transfer oversight of any Individual Conflict of Interest management plans that were implemented by BH between the Effective Date and the amendment ratification effective date to the University, with such transfer occurring no later than thirty (30) days after the ratification effective date. In the event that the Parties wish to conduct a Covered Study, during the pre-amendment ratification period, that will occur at Banner Good Samaritan Medical Center and at Select Sites in the Healthcare System Tucson Service Area, the Covered Study will be governed by the Individual Conflict of Interest policies and procedures of both the University and of BH, per the division of oversight responsibility set forth in this Section 6.7.1(b).

(c) The Parties recognize that certain revisions will be necessary to the University's policies and procedures on research misconduct (as defined in Section 6.8.9(a)) in order to be consistent with this Article 6, to reflect the collaborative intentions of the Parties with respect to Covered Studies, and to ensure that Banner has the necessary information to perform its on-going operational and compliance responsibilities. Accordingly, the University's policies and procedures relating to research misconduct set forth in Schedule 6.7.1 shall not govern Covered Studies until the Parties have reviewed such policies and procedures together and identified the necessary revisions and the University has ratified such revisions in accordance with its standard process for policy and procedure amendments. The Parties intend for this review to be completed no later than one hundred-twenty (120) days following the Effective Date. The University will then work in good faith to ratify such revisions in accordance with its standard process for policy and procedure amendments within one hundred and eight (180) days of the Effective Date. In the unlikely event that an allegation of research misconduct in connection with a Covered Study is made to BH prior to the ratification of policy and procedure changes described in this subsection, BH and the University agree to work together collaboratively and productively to conduct the research misconduct process jointly with the University's applicable policies and procedures serving as the primary controlling authority, to the extent consistent with this Article 6.

(d) During the one (1) year period following the Effective Date in which the University is responsible for performing the PCA with respect to Covered Studies conducted at Select Sites located in the Healthcare System Tucson Service Area, the University shall perform the PCA for such Covered Studies using the University PCA policy set forth on Schedule 6.7.1, provided, however that BH may, upon three (3) months' notice, require that (i) the University personnel performing the PCA use a BH-provided PCA policy for the remainder of the one (1) year period; or (ii) BH workforce members assume responsibility for performing the PCAs for Covered Studies conducted at Select Sites located in the Healthcare System Tucson Service Area pursuant to BH's applicable policies and procedures, notwithstanding the one (1) year period set forth in Section 6.8.2(a). In the event that BH directs the University to use the BH-provided PCA policy, BH shall provide training to the personnel employed or engaged by

the University who will be conducting the PCA. BH may, in its sole discretion, elect to review and modify a PCA generated for a Covered Study in the Healthcare System Tucson Service Area, regardless of the policy relied-upon, during this one (1) year period before it can be used by the Parties in developing a Budget.

6.7.2 Each Party shall, at all times, be responsible for enforcing the obligations of its respective policies and procedures with respect to individuals, whether or not employed by the Party, subject to such policies and procedures, and for complying with applicable law.

6.7.3 The Parties recognize that in certain instances the Parties may be able to achieve certain operational efficiencies, without compromising their compliance obligations, by (i) identifying additional Research compliance areas where the applicable policies and procedures of one Party can be adopted by the other Party to govern Covered Studies; and/or (ii) modifying their respective Research policies and procedures, with respect to Covered Studies, such that the Covered Study is, in effect, regulated by a single compliance standard for that particular Research compliance area. Accordingly, the Parties will collaborate on a review of their respective Research policies and procedures and identify, no later than September 1, 2015, a list of (a) any additional Research policy and procedure areas where the policy of the University or BH can control; and (b) any Research policy and procedure areas where the Parties have determined they can create a common compliance standard by each conforming their own policies, and the date by which such conforming changes can be implemented. If, as of September 1, 2015, the Parties have not identified a list of additional Research policy and procedure areas where the policy and procedures of one Party will govern Covered Studies or the Parties' policies may be conformed to create a common compliance standard, and either Party believes, in good faith, that such failure has a material adverse effect on the efficiency, effectiveness or compliance of the Research programs of the Parties, either Party may escalate the issue to the AMC by submitting to the AMC Chair and AMC Vice Chair a written description of the matter. The AMC shall consider all reasonable approaches for resolving the issue, including but not limited to mutual engagement by the Parties of an outside expert to review and make recommendations regarding policy synergy and improvement.

6.7.4 Without limiting the foregoing, all University Faculty Physicians who wish to serve as an Investigator for a Covered Study must: (i) notify the University of Arizona Office for Research & Discovery, and (ii) submit required documentation in accordance with applicable University policies. Further, the Parties agree to secure IP rights from such University Faculty Physicians and from individuals who are under an obligation to assign IP rights to either BH or the University and who wish to be Research Study Team members for a Covered Study.

6.8 Collaboration; Generally. The following general principles shall apply to Covered Studies:

6.8.1 *Resource Assessment*. The Parties understand and agree that an effective resource assessment is essential to the efficient and successful start-up and conduct of a Covered Study. Accordingly, the Parties shall jointly conduct a resource assessment in a timely manner to confirm that the Parties have the necessary resources to support their obligations with respect to the proposed Covered Study. The Parties shall plan and strategize resource assessments based on the following principles:

(a) confirmation of adequate human, financial, in-kind, and other resources to conduct the Covered Study;

(b) likelihood that accrual targets are feasible and that post-accrual performance targets can be achieved;

(c) the resource assessments must be true, accurate and reliable;

(d) resource assessments should involve professionals at the Parties who can contribute material information to the assessment; and

(e) Investigators should be involved in resource assessments, but cannot be the sole participants in resource assessments.

6.8.2 *Payor Coverage Analysis.*

(a) With respect to Covered Studies conducted at BGSMC or other Select Sites located in Phoenix, from and after the Effective Date, BH shall perform the Payor Coverage Analysis ("**PCA**") for each Covered Study. With respect to Covered Studies conducted at Select Sites located in the Healthcare System Tucson Service Area, as of the Effective Date and continuing for a period of one (1) year thereafter, the University shall perform the PCA for such Covered Studies; effective from and after the first anniversary of the Effective Date, BH shall perform the PCA for such Covered Studies. In the event that the Parties wish to conduct a Covered Study, during the first year after the Effective Date, that will occur at Select Sites in Phoenix and at Select Sites in the Healthcare System Tucson Service Area, each Party will conduct the PCA for the Select Sites for which they are responsible for performing the PCA, as set forth in this Section 6.8.2(a).

(b) The Parties shall use the PCA for all appropriate purposes including, but not limited to, payor billing and coding, development and negotiation of Budgets, and identification of any relevant information to be included in the Informed Consent form to inform the Human Subjects about costs/expenses for which they or their insurer may be responsible.

(c) The Party performing the PCA, as determined by Section 6.8.2(a), shall provide the results of the PCA to the other Party within five business (5) days of completing the PCA. The PCA shall be used to develop the Budget (as defined in Section 6.8.3). In the case of a Covered Study involving a medical device, BH shall submit applicable information to the appropriate Medicare administrative contractor and/or the FDA to obtain an approval/clearance letter for the device and the University shall, at BH's request, provide reasonable assistance with regard to such submission, approval and clearance.

6.8.3 *Budgeting*.

(a) BH and the University shall collaboratively develop the budget to be affixed to each Grant Application, Research Agreement or Internal Research Agreement, as applicable (the "**Budget**"), using the results of the PCA, if applicable.

(b) Unless otherwise agreed to by BH, with respect to BH, each Budget developed for a Grant Application or for a Research Agreement for which a federal government agency is the Funder or third-party Sponsor shall:

(i) include BH's allowable costs for BH-employed or contracted Research Study Team Member time and effort and other reasonable and necessary direct costs, as determined in accordance with applicable cost principles and other requirements and polices;

(ii) include BH's Facilities and Administration ("**F&A**") costs at a rate consistent with BH's negotiated DHHS indirect cost rate, which, as of the Effective Date, is forty-seven percent (47%) of direct costs, but is subject to change upon written notice, by BH to the University and BH's provision of the formal DHHS rate agreement indicating the change;

(c) Unless otherwise agreed to by BH, with respect to BH, each Budget developed for a Research Agreement or Internal Research Agreement, as applicable, for which the Funder or Sponsor is not a federal government agency shall:

(i) include costs for Covered Study-protocol required items and services that will be paid for by the Funder or Sponsor, and not by the Human Subject's health insurance, at Medicare reimbursement rates;

(ii) include costs for Covered Study-protocol required time and effort of non-Investigator Research Study Team members at a rate of the lower of two hundred percent (200%) of actual direct costs or fair market value; and

(iii) include BH's indirect costs at a rate of the lower of forty percent (40%) of the direct costs specified in subsections (i)-(ii) above or fair market value.

(d) Unless otherwise agreed to by the Parties, the Budget shall designate the University for remittance of costs of Investigator time and effort for BUMG Clinicians and other Investigators for which the University has the obligation to compensate such Investigator for his/her time an effort, and shall include applicable University indirect or Facilities and Administration costs, and

(e) Each Budget shall designate the appropriate Party with respect to reimbursement of costs borne by that Party in connection with the Covered Study.

6.8.4 *Financial Administration*.

(a) Funds owed to the University and BH by a third-party Funder or Sponsor pursuant to a Budget shall be remitted directly to the University, unless otherwise agreed by the Parties, or unless as provided in Section 6.8.6 below. Within thirty (30) days of the University's receipt of funds from a Funder or third-party Sponsor that are owed to BH, the University shall remit such funds to BH. Prior to the termination or expiration of a Research Agreement or Internal Research Agreement, the Parties shall work together to conduct a

financial reconciliation to confirm that all amounts owed have been received by the University and that the University has remitted all amounts owed to BH to BH.

(b) In the event of a Covered Study for which the University is the Sponsor and for which there is no Funder, BH shall invoice the University for such costs that have been set forth in the Budget, which can include indirect costs. Such specified costs and expenses of BH shall be paid by the University within thirty (30) days of the University's receipt of an invoice from Banner.

(c) In the event of a Covered Study for which BH is the Sponsor and for which there is no Funder, the University shall invoice BH for such costs and expenses that have been set forth in the Budget (including but not limited to indirect costs and the standard fee that the University charges non-profits, charitable organizations and hospitals for use of the University IRB). Such specified costs and expenses of the University shall be paid by BH within thirty (30) days of BH's receipt of an invoice from University.

(d) Notwithstanding the foregoing or any other provision of this Article 6, the Parties acknowledge that payments for the services of participating BUMG Clinicians shall be made between the Parties pursuant to Article 4 above (in particular, pursuant to Sections 4.1.1 and 4.1.2, as applicable) and, accordingly, shall not be subject to separate or additional reimbursement from one Party to the other pursuant to this Article 6.

6.8.5 *Contracting*.

(a) Unless otherwise agreed to by the Parties and subject to Section 6.8.6, each agreement with a Funder or a third-party Sponsor for the conduct of a Covered Study shall be a three-party agreement between the University, BH and the Funder or Sponsor (each a "**Research Agreement**"). As between BH and the University, the University shall be primarily responsible for drafting and coordinating the negotiations of the Research Agreement, provided however, that: (a) the University shall have no authority to sign for or otherwise bind BH to a Research Agreement; and (b) as between BH and the University, BH has sole authority to negotiate for, sign for and otherwise bind UPH to any Research Agreement. As soon as possible, and generally no later than within five (5) business days of receiving a proposed Research Agreement from a Funder or Sponsor, the University shall provide that proposed Research Agreement to BH in order to enable BH to review it concurrently with the University. BH shall use commercially reasonable efforts to provide, to the University, as soon as practicable any comments, text, terms and/or conditions which BH will require to be included in the Research Agreement as a condition of BH's signature. On a case-by-case basis the Parties may mutually agree to co-negotiate some or all of the Research Agreement, where the Parties believe such an approach is strategic and effective. The University's Office for Research & Discovery and BH's Office of General Counsel will, in good faith, collaborate to co-develop template research agreement provisions for use in negotiating and contracting Research Agreements, for consideration with the Research Steering Committee.

(b) In the event that the Covered Study does not have either a Funder or a third-party Sponsor, the Parties shall enter into an agreement of understanding to establish important terms for such Covered Study ("**Internal Research Agreement**"). Each Internal

Research Agreement shall include, but not necessarily be limited to (i) incorporation of the Covered Study protocol as an exhibit or by reference; (ii) the payment terms set forth in Section 6.8.4(b)-(c); and (iii) the plan of the Parties with respect to the dissemination of Covered Study results and findings, including necessary protections to safeguard individual privacy and well-being. The Parties will work diligently and in good faith to develop a template Internal Research Agreement.

6.8.6 *PHS Grants*. In cases where a federal government agency would be the Funder and/or third-party Sponsor, the Parties agree and acknowledge that the University will, in most cases, submit the application to the federal agency for funding (the "**Grant Application**"). Notwithstanding the foregoing, the Parties shall confer on whether the University or BH shall have a greater likelihood of successfully competing in response to the request for a Grant Application ("**RFA**") for a Covered Study (for example, based on whether the RFA requires that the applicant organization be a hospital versus a university) and, if the Parties mutually agree, BH shall be the applicant organization on the Grant Application and, in the event of a grant award, the primary grantee. The parties to the grant contract/agreement, referred to herein for ease of reference as a Research Agreement, for a Covered Study, shall be the Party that submitted the Grant Application (as the grantee) and the federal agency Funder and/or third-party Sponsor (as grantor), and the Parties shall enter into a sub-award agreement ("**Sub-Award Agreement**") to govern the non-grantee Party's participation in such Covered Study. In addition, the Parties shall collaborate on joint or coordinated Grant Applications when they mutually determine that such collaboration would be beneficial.

6.8.7 *Conflict of Interest in Research*.

(a) The Parties shall comply with the University's Research policies pertaining to Individual Conflicts of Interest in connection with Covered Studies. After evaluating any Financial and Associational Interests held by the Research Study Team members for each Covered Study, the University shall determine whether any resulting Individual Conflicts of Interest are manageable (and if so, set forth the management steps in a conflict management plan) or whether the Covered Study cannot proceed unless one or more significant Financial or Associational Interests are divested and/or discontinued, as applicable. In each instance in which the University determines that an Individual Conflict of Interest exists in connection with a Covered Study, the University shall provide a copy of the applicable Individual Conflict of Interest management plan and of the form submitted by the applicable Research Study Team member disclosing the Interest that gave rise to the Conflict of Interest.

(b) With respect to BH Institutional and Imputed Conflicts of Interest, the University shall provide information relating to Financial and Associational Interests held by the Research Study Team for each applicable Covered Study to BH. Each Party shall be responsible for identifying and evaluating its own Imputed and Institutional Conflicts, and if applicable, developing conflict management plans, as outlined in its applicable policies and procedures. BH shall promptly provide any management steps it deems necessary to sufficiently manage an Imputed or Institutional Conflict of Interest involving BH related to a Covered Study to the University, and the University shall incorporate such BH-mandated steps into its development of an integrated and comprehensive management plan. In the event that the Parties determine that different management steps are necessary to manage any Imputed or Institutional

Conflicts of Interest, the resulting management plan shall contain the steps mandated by each Party. For the avoidance of doubt, both Parties must conclude that the Imputed or Institutional Conflicts can be adequately managed for the Covered Study to proceed.

(c) Notwithstanding the foregoing, BH may independently evaluate conflict of interest issues that pertain to clinical care at BH-owned or operated facilities, and, as appropriate, shall communicate with the University about such conflict of interest issues that impact or may impact Covered Studies.

6.8.8 *Institutional Review Board (“**IRB**”).* Subject to Section 6.7.1(a), the University IRB (or its designee, in accordance with the University’s IRB agreements and with the approval of BH, which approval will not be unreasonably withheld), shall serve as the designated IRB of record for each Covered Study that involves the participation of Human Subjects, unless the Parties’ mutually agree otherwise. BH shall abide by all University IRB (or any designated IRB, consistent with this Section 6.8.8) determinations and directives with respect to Covered Studies. With respect to Covered Studies, the University shall provide to Banner a copy of (i) all formal IRB determinations; and (ii) any other documentation or correspondence typically provided by a supervising IRB to a Research site. Furthermore, within one year of the Effective Date, the RSC shall create a strategy for shared IRB database access for the purpose of allowing BH’s appropriate personnel to have access to basic University IRB information of Covered Studies for the purpose of supporting Covered Studies.

(a) The University shall assure that any IRB overseeing Covered Studies is compliant with applicable law and regulation, including but not limited to 21 C.F.R § 56, 45 C.F.R § 56, and Article 3 of FDA GCP E6 guidance. BH shall take all necessary steps to record the designation of the University IRB as the IRB of record for Covered Studies, consistent with applicable law.

(b) The Parties agree that prompt, efficient and effective IRB review is essential to the goals of this Article 6. Accordingly, the Parties shall periodically, and no less frequently than each calendar quarter, assess the operation of the IRB, including the timeliness of review and approval/disapproval. In the event that the Parties mutually determine that IRB review is not adequately meeting the goals outlined in this Article 6, the Parties shall discuss approaches for adequately addressing the situation, including, but not limited to, the establishment of an additional panel of the University IRB.

(c) Unless and until the Parties mutually agree to establish a separate Privacy Board (as defined by HIPAA (45 C.F.R 164.512(i)(1)(i)(B)) compliant with 45 C.F.R § 164.512(i) (the “**Privacy Board**”) the IRB supervising Covered Studies shall also be responsible for reviewing and approving (i) Authorizations, (as defined by HIPAA (45 C.F.R § 164.508)) and (ii) requests for waivers or alterations of Authorizations, which approvals shall incorporate any additional protections, provisions or terms required by BH and provided by BH to the Privacy Board or IRB.

(d) Notwithstanding anything to the contrary in subsection (c), requests for (i) use and/or disclosure of PHI in the form of a Limited Data Set pursuant to a Data Use Agreement (as such terms are defined by HIPAA (45 C.F.R § 164.514(e)); (ii) access to PHI

for reviews preparatory to Research purposes (as described by HIPAA (45 C.F.R § 164.512(i)(1)(ii))); (iii) requests to create data sets that have been de-identified in accordance with HIPAA (45 C.F.R § 164.514 (a)-(b)), and (iv) requests for access to Decedent Information (as defined within HIPAA (45 C.F.R § 164.512(i)(1)(iii)), shall be reviewed and approved by BH, in its sole discretion (*i.e.*, by the individuals and/or committees established by BH for this purpose).

(e) The Parties acknowledge and agree that BH is a "covered entity" as such term is defined by HIPAA, and nothing in the foregoing shall be construed as interfering or overriding BH's right to take any such steps as BH determines are necessary for BH to comply with HIPAA.

(f) The University shall provide to BH copies of accreditation reports and survey findings relating to the University IRB from the Association for the Accreditation of Human Research Participant Protection Programs ("**AAHRPP**") and/or other applicable Human Subject protection program accrediting organizations, and shall permit BH the opportunity to have a representative present at exit interviews in connection with accreditation surveys. In the event that the University IRB ceases to maintain AAHRPP or other external accreditation, BH shall have the right to engage in other reasonable monitoring of the University IRB with regard to compliance with this Section 6.8.8. Furthermore, each Party shall notify the other immediately if it receives a notice of inquiry or audit or a notice of sanction (for example, an FDA 483 Warning Letter or an OHRP Determination Letter) from a state or federal oversight agency in connection with or with implications for the Covered Studies, provided that such notification is not prohibited by applicable law.

6.8.9 *Research Misconduct Reviews.*

(a) Unless otherwise agreed to by the Parties, the University shall be responsible for conducting research misconduct proceedings, with "research misconduct" having the meaning set forth in 42 C.F.R Part 93, in connection with Covered Studies, regardless of whether the alleged research misconduct involves a Sponsor or Funder who is a federal agency or department that is part of the Public Health Service. In the event that an allegation of "research misconduct" is lodged with BH, BH shall promptly refer the matter to UA.

(b) BH shall have at least one (1) BH-appointed representative on any inquiry or investigation committee convened by the University in connection with a Covered Study and shall assist with the coordination of, and shall be present for, any interviews by the University of BH employees, officers, other workforce members or patients. In the event that the University needs to review original source material maintained at BH in connection with a Covered Study, the University and BH will work together to coordinate the University's review of such materials. The University shall carbon copy BH on all correspondence with the Office of Research Integrity in connection with a Covered Study and shall promptly provide a copy of any such correspondence from the Office of Research Integrity in the event that the agency does not copy BH.

(c) The Parties shall execute a joint defense agreement for each research misconduct process initiated in connection with a Covered Study.

(d) The foregoing shall not prevent either Party from independently undertaking other misconduct and compliance reviews that fall outside the scope of subsection (a) above; the Parties will share the results and findings of such reviews as appropriate. In the event that an allegation of research misconduct is reported to the University and the University determines that the alleged conduct does not meet the definition of research misconduct, but may otherwise be misconduct in connection with a Covered Study, the University shall inform BH so that BH can determine whether a compliance review by BH is appropriate.

6.8.10 *Other Operational Assistance*. Unless otherwise agreed to by the Parties, all other management and operational activities shall be undertaken in accordance with each Party's respective standard operating procedures.

6.9 Audits.

6.9.1 Each Party shall promptly provide advance written notice to the other in the event that the notifying Party is the subject of an audit, review, inspection or investigation by a regulatory authority or governmental agency in connection with Covered Studies, unless prohibited by applicable law. In the event of an audit, review, inspection or investigation, each Party shall make appropriate documents available to the other Party upon request and in a timely manner. The Parties shall share the results of the findings as appropriate.

6.9.2 Where a Covered Study requires monitoring under applicable law, regulation or governmental guidance, including but not limited to 21 C.F.R § 312, 21 C.F.R § 812, and FDA GCP E6, the Parties shall comply with monitoring by the Sponsor. In the event that a Party is a Sponsor, such Party recognizes its obligations to perform this monitoring (or arrange for monitoring by a qualified designee) and to maintain records consistent with applicable law.

6.10 Research Compliance Training. In addition to any existing Research training obligations set forth in their respective policies and procedures, the Parties shall work together to develop any supplemental training necessary to assist Investigators and other Research Study Team members to comply with this Article 6. In addition, the Parties shall make their respective training materials and training records generated pursuant to this Section 6.10 available to one another, where possible.

6.11 Prompt Reporting of Study Findings. The Parties shall require that a Sponsor, including a Party acting as the Sponsor, promptly report to the Principal Investigator and the supervising IRB any findings obtained from on-site monitoring activities or from Covered Study results or any other Research that (i) could affect the safety or medical care of a Human Subject in a Covered Study; (ii) could affect a Covered Study Human Subject's willingness to continue participation in the Covered Study, or (iii) is otherwise material to the IRB's initial and/or continuing review of the Covered Study. The IRB shall determine whether and how Human Subjects enrolled in a Covered Study should be notified and shall coordinate with BH and the University on such notice.

6.12 Exceptions.

6.12.1 In the event that a Party has executed an agreement with a Funder or third-party Sponsor but the Research is not yet underway, the Research will be a Covered Study and therefore will be subject to the requirements of this Article 6, provided however that (i) the Party that has executed the agreement with the Funder or third-party Sponsor shall not be required to withdraw or terminate such agreement and enter into a Research Agreement meeting the requirements of this Article 6; (ii) the Party that has executed the agreement with the Funder or third-party Sponsor shall notify the Funder and/or third-party Sponsor of the involvement of the other Party and obtain such third-party's approval of such involvement; (iii) with respect to Research underway at a Select Site within the Healthcare System Tucson Service Area, BH shall be entitled to the portion of the funding provided by the Funder or third-party Sponsor to be remitted to UAHN if such funding apportionment was set forth in budgeting documentation by the University and the Select Site in connection with developing the budget affixed to the agreement with the Funder or third-party Sponsor, or, if no such budget documentation was developed and maintained, the Parties will work together in good faith to determine a fair and equitable portion of the funding provided by the Funder or third-party Sponsor to be remitted to BH to reflect BH's participation in the Covered Study; and (iv) with respect to Research underway at BGSMC, the Parties will work in good faith to determine a fair and equitable portion of the funding provided by the Funder or third-party Sponsor to be remitted to the University to reflect the University's participation in the Covered Study; and (v) the Parties shall document as may be necessary the non-party Party's participation in the Covered Study and the funds remitted to such Party. Each Party recognizes that the amount that each Party will receive from a Funder or third-party Sponsor under this Section 6.13.1(a) may be less than the standard direct and indirect costs for which the Parties would typically negotiate in connection with a Research Agreement.

6.12.2 In the event that a Party has submitted a Grant Application, but the Research described in such Grant Application is not yet underway, the Party will not be required to withdraw or amend such Grant Application and resubmit it to reflect the participation of the Party; provided, however, that in the event that the Grant Application is awarded, the Research will be a Covered Study and the applicant Party will (i) take such steps as many be necessary to submit documentation to the federal agency serving as the Funder and/or third-party Sponsor to disclose the involvement of the other Party; and (ii) with respect to a Grant Application submitted by the University for Research to be conducted at a Select Site within the Healthcare System Tucson Service Area, BH shall be entitled to the portion of the grant funding provided by the federal agency to be remitted to UAHN if such funding apportionment was set forth in budgeting documentation by the University and the Select Site in connection with developing the budget affixed to Grant Application, or, if no such budget documentation was developed and maintained, the Parties will work together in good faith to determine a fair and equitable portion of the grant funding provided by the federal agency to be remitted to BH to reflect BH's participation in the Covered Study; (iii) with respect to a Grant Application submitted by BH, the Parties will work in good faith to determine a fair and equitable portion of the grant funding to be remitted to the University to reflect the University's participation in the Covered Study. Each Party recognizes that the amount that each Party will receive from a federal grant under this Section 6.13.1(b) under a Sub Award Agreement may be less than the standard direct and indirect costs for which the Parties would typically negotiate in connection with a federal grant because the total grant amount reflects the amount requested as party of the Grant Application, which did not reflect the participation of both Parties. Therefore, the Parties will, in good faith,

explore options to address the issue, including without limitation, restructuring or reducing the work to be performed under the Sub Award Agreement to address compensation issues.

6.12.3 With respect to Covered Studies that are conducted at a Select Site, but also have a non-Covered Study component being conducted at a BH-owned, -affiliated, -leased, or –otherwise controlled facility (each, a "**BH-facility**") that is not a Select Site and is not a site described in Section 6.13.2(b) - (c) ("**Multi-Site Study**"), the Select Sites shall be subject to the research administration structure of this Article 6, provided, however, that:

6.12.4 BH-facilities that are not Select Sites but are participating on Multi-Site Studies shall not be subject to this Article 6 and shall remain under the sole management of BH; and

6.12.5 in such cases where seventy-five percent (75%) or more of the Human Subjects projected by BH to be enrolled in the Multi-Site Study will be enrolled at BH facilities which are not Select Sites, the Multi-Site Study shall remain under the sole management and compliance oversight (including IRB and Privacy Board) of BH, and BH and the University will enter into an agreement or an agreement of understanding which shall include any applicable and specified costs and expenses of University which shall be paid by BH, which can include indirect costs.

6.12.6 For the avoidance of doubt, the Parties affirm that Excluded BH Research Activities (as defined in Section 6.13.2) do not include Multi-Site Studies.

6.13 Excluded Research Activities.

6.13.1 Subject to Section 6.3.8, any Research underway as of the Effective Date shall not be a Covered Study. For the purposes of Section 6.12 and this Section 6.13.1 and 6.3.8, Research is underway if IRB approval has already been obtained and one (1) or more Human Subjects have been enrolled as of the Effective Date.

(a) With respect to Research that is underway by the University and had been conducted at or with the assistance of a Select Site in the Healthcare System Tucson Service Area but for which (i) no on-going intervention with, interaction with, or long-term follow-up of a Human Subject is still on-going and (ii) no additional Clinical Data or Biological Materials need to be provided by the Select Site in connection with the Research, the Parties agree and acknowledge that each Party shall have no obligations with respect to the other Party in connection with such Research study .

(b) With respect to Research that is underway by the University and is being conducted at a Select Site in the Healthcare System Tucson Service Area and in connection with which (i) Investigators are still intervening or interacting with Human Subjects; or (ii) Investigators are still obtaining identifiable Clinical Data or Biological Materials and where the supervising IRB had not granted a waiver of Informed Consent and Authorization, the University agrees and acknowledges that before the Research may continue at the Select Sites:

(i) the University must notify the University IRB (or its designee) that the Select Sites have been acquired by a different covered entity and must take all

steps determined to be necessary by the supervising IRB to notify participating Human Subjects and to confirm their on-going permission to participate in the Research;

(ii) BH shall be entitled to the portion of the funding provided by the Funder or third-party Sponsor to be remitted to UAHN if such funding apportionment was set forth in budgeting documentation by the University and the Select Site in connection with developing the budget affixed to the agreement with the Funder or third-party Sponsor, or, if no such budget documentation was developed and maintained, the Parties will together to determine a fair and equitable portion of any compensation or financial support from a Funder or third-party Sponsor that should be remitted to BH to reflect BH's contribution to this Research and document the same;

(iii) the University will provide notice to any Funder or third-party Sponsor of BH's acquisition of the Select Sites in the Healthcare System Tucson Service Area and obtain any required approvals;

(iv) for any Research described in this Section 6.13.1(b) that involves claims submitted to a Human Subject's private or government insurance, the Parties agree that BH will be entitled to review the governing PCA and to require any changes be made that BH deems are necessary to comply with applicable law.

(c) Within thirty (30) days of the Effective Date, the University must provide BH with a comprehensive inventory of Research studies that are underway by the University and that involve the participation of a Select Site in the Healthcare System Tucson Service Area and in connection with which Investigators are still obtaining Clinical Data or Biological Materials and where (i) the supervising IRB had granted a waiver of Informed Consent and Authorization; or (ii) the supervising IRB had determined that the Research did not involve Human Subjects because the Clinical Data and/or Biological Materials provided do not include PHI. Such inventory must include: (i) name of the Research study; (ii) name of any Funder or third-party Sponsor and the role of such third-party; (iii) the amount of any compensation remitted by the Funder or third-party Sponsor and the services to which this compensation corresponds; (iv) the IRB's waiver of Informed Consent and Authorization, if applicable, and rationale for such waiver; (v) the IRB's not-Human Subject Research determination, if applicable, and the basis for this determination; (vi) the methodology for de-identifying in accordance with HIPAA Clinical Data, if applicable; (vii) the date that the Research commenced and its target completion date; (viii) a description of Biological Materials, including approximate amounts provided to date and the methodology for determining compliance with the University pathology policy for specimen retention; and (ix) whether the Research would utilize Biological Materials collected for or in connection with, and Clinical Data generated, from a Research study covered by this subsection (c), to build or populate a registry, biobank, databank, repository or similar aggregating activity for future use. BH and University will cooperate promptly and in good faith to discuss such Research, and BH reserves the right to terminate University's access to Banner Biological Materials or Banner Clinical Data (as defined in Section 6.14.4) for such Research. With respect to the remaining Research studies set forth in the inventory, in the event that BH determines that there is a compliance concern with a Research study, BH and University will cooperate promptly and in good faith to implement any necessary steps to address the concern, including suspension of the Research, if necessary.

6.13.2 The Parties agree that the following Research is not subject to this Agreement, (each, an "**Excluded BH Research Activities**"):

(a) Research at a Select Site for which the Principal Investigator does not hold a COM-T or COM-P faculty title or appointment;

(b) Research (i) that is aging-related and concerns neurodegenerative disorders, cognitive changes or impairments, and mental health outcomes conducted at the BH Alzheimer's Institute ("**BAI**"), even if such Research is also conducted at a Select Site by a University Faculty Physician; and (ii) involving the use of PET, MRI or other advanced imaging performed by BAI as a subcontractor for Research that does not have a University Faculty Physician as an Investigator;

(c) Research conducted at the Banner Sun Health Research Institute ("**BSHRI**") even if such Research is also conducted at a Select Site by a University Faculty Physician Investigator; or

(d) Research conducted at the Banner MD Anderson Cancer Center ("**BMDACC**"), even if such Research is also conducted by a University Faculty Physician Investigator at a Select Site in the greater metropolitan Phoenix area, provided that the Principal Investigator is not a BUMG Clinician.

6.13.3 BH shall retain its historical authority and operational and financial arrangements specific to Excluded BH Research Activities. In the event that BUMG Clinicians wish to serve as Investigators on Excluded BH Research Activities, and BH wishes for such BUMG Clinicians to serve as Investigators, the Parties may enter into a separate agreement or understanding regarding oversight and/or internal cost transfers with respect to the BUMG Clinicians' involvement.

6.13.4 BH shall permit BUMG Clinicians to engage in Research activities pursuant to the terms of the Dignity Agreement, and any such Research activities shall be conducted through the University and not through the management structure set forth in this Article 6. Such Research activity shall not occur at any BH-facility outside of the Healthcare System Tucson Service Area.

6.14 Intellectual Property Ownership and Rights and Obligations; Generally.

6.14.1 Each Party acknowledges and agrees that each Party will retain ownership and control of all of its Background IP. Each Party acknowledges that it acquires no rights under this Agreement to the other Party's Background IP other than the limited license to practice Background IP in the performance of a Covered Study.

6.14.2 Subject to any agreement with a third party and subject to the exclusions and conditions in this Section 6.14, the University shall own all Covered Study IP, and BH hereby assigns Covered Study IP to University. The University shall identify and track, for its records and for any record provided to another party, any IP that is Covered Study IP and any IPRs thereof.

6.14.3 Covered Study IP does not include Biological Material. Subject to applicable law or regulation in the ownership and control of Biological Material, BH shall have exclusive ownership and control of all Banner Biological Material obtained or generated in the performance of a Covered Study.

6.14.4 Covered Study IP does not include information that is generated, collected, referenced or acquired about an individual patient or an individual Human Subject, including, without limitation, demographic, medical, clinical, genetic, or survey information, regardless of whether such individual patient or Human Subject information is individually identifiable ("**Clinical Data**"). Subject to applicable law or regulation in the ownership and control of Protected Health Information, as defined in HIPAA, BH shall have exclusive ownership and control of Clinical Data obtained or generated in the performance of a Covered Study that: (i) pertains to Human Subjects enrolled at a Select Site or other BH-facility; (ii) pertains to a patient seen at a BH-facility; or (iii) BH obtained directly from an Affiliate of BH (with (i) through (iii) above referred to collectively as "**Banner Clinical Data**"). For the avoidance of doubt, Clinical Data does not include the aggregated results or findings of a Covered Study.

6.14.5 Further, the Parties shall secure IP rights from University Faculty Physicians who wish to serve as an Investigator for a Covered Study and from individuals who are under an obligation to assign IP rights to either BH or the University and who are expected to be Research Study Team members on a Covered Study.

6.14.6 Any IP and IPR thereto generated from a Multi-Site Study shall not be Covered Study IP in circumstances in which (i) the Principal Investigator is a University Faculty Physician but not a BUMG Clinician and (ii) seventy-five percent (75%) or more of the Human Subjects projected by BH to be enrolled in the Multi-Site Study will be enrolled at BH hospitals and facilities which are not Select Sites. For the avoidance of doubt, neither Party is required to obtain an assignment of IP rights from such a Principal Investigator under this Section 6.14.6. Further and for the avoidance of doubt, as between BH and the University, BH shall have exclusive ownership and control over any Banner Biological Material or Banner Clinical Data from such a Multi-Site Study.

6.14.7 The Parties agree that the involvement and contributions of both Parties should be recognized in any publication of Covered Study results or any public presentation of Covered Study results in a healthcare, medical or other scientific forum, consistent with standard principles for attribution.

6.15 Covered Study IP; License. BH shall be permitted to use Covered Study IP for its own non-commercial Research and educational purposes and the University hereby grants to BH a fully paid up, non-exclusive, worldwide, irrevocable, perpetual, limited license to any Intellectual Property Right to any Covered Study IP for BH's own non-commercial research and educational purposes. Subject to any Research Agreement or Internal Research Agreement, applicable law or regulation, and consent by the University, which may only be withheld as University reasonably determines is necessary to comply with such Research Agreement or Internal Research Agreement, applicable law or regulation, or to protect the ability to patent

Covered Study IP, BH shall also have the right to publish or otherwise make public any information included or derivable from Covered Study IP.

6.16 Biological Material and Clinical Data; License.

6.16.1 Subject to applicable law or regulation BH hereby grants the University a fully paid up, non-exclusive, worldwide, irrevocable, perpetual limited license to Banner Biological Materials collected for or in connection with, and Banner Clinical Data generated from a Covered Study:

(a) for use in connection with conducting such Covered Study, including but not limited to for preparing publications or public presentations of such Covered Study results, provided however, that with respect to publications and public presentations, the University shall not include any information that might directly or indirectly identify an individual patient or Human Subject and such publication or presentation is consistent with applicable legal and ethical principles with respect to patient and Human Subject privacy and respect;

(b) for perfecting IPR in connection with such Covered Study; and

(c) for use in an additional Covered Study, subject to a mutual agreement between BH and the University on the management and costs associated with the use of or access to such Banner Biological Material and Banner Clinical Data to be set forth in the additional Covered Study-protocol and corresponding Budget affixed to a new or existing Internal Research Agreement or Research Agreement, as applicable.

6.16.2 For the avoidance of doubt, the University may not use Banner Biological Materials collected for or in connection with, and Banner Clinical Data generated from, a Covered Study for any purpose not set forth in Sections 6.16.1(a) through 6.16.1(c), unless permission is granted by BH consistent and in accordance with this Article 6. Further, the University will return to BH or destroy, at the election of BH, any Banner Biological Materials collected for or in connection with a Covered Study that are in the possession of the University and that are no longer needed for the activities set forth in Section 6.16.1(a) through 6.16.1(c) following the end of any retention period set forth in a Covered Study protocol, Research Agreement, or Internal Research Agreement. For the avoidance of doubt, the University will be solely responsible for complying with disposition instructions for other Biological Materials.

6.17 Biological Materials and Clinical Data; Future Use.

6.17.1 The Parties recognize the value of Biological Materials and Clinical Data for Research. Accordingly, within six (6) months of the Effective Date, the Parties will begin an exploratory process to consider the development of a collaborative biobank for to-be-determined Biological Materials, which may include, at a minimum, Banner Biological Materials collected for or in connection with Covered Studies. If the results of such exploratory process are that a biobank would be of mutual interest and benefit to the Parties, the Parties will negotiate in good faith an agreement on the infrastructure, management and costs of such a biobank.

6.17.2 BH will consider in good faith a request by the University for Banner Biological Materials collected for or in connection with a Covered Study and/or Banner Clinical Data generated from, a Covered Study to be used by the University in connection with non-Covered Study Research (other than Research which would constitute the building or population of a registry, biobank, databank, repository or similar aggregating activity for future use), subject to applicable law, BH's standard operating procedures as many be in effect from time to time, and the Parties entering into an agreement, which may be a master agreement for all or some categories of Biological Materials and/or Clinical Data, with respect to the publication, presentation, management and costs of such use of and/or access to such Biological Materials and/or Clinical Data.

6.17.3 The Parties will work together to explore template language for consideration by the supervising IRB for inclusion in the Informed Consent-Authorization Forms to be used in Covered Studies to provide for the University's (i) retention and future use of a copy of Clinical Data generated from such Covered Studies; (ii) future use of Biological Materials collected for or in connection with such Covered Studies.

6.17.4 BH will consider in its ordinary course, and in compliance with its standard operating procedures as may be in effect from time to time, a request from the University for Banner Biological Materials collected for or in connection with, and Banner Clinical Data generated from, a Covered Study.

6.17.5 For the avoidance of doubt, BH shall have exclusive ownership of any Banner Biological Materials and/or Banner Clinical Data that it provides to the University in any Covered Study or non-Covered Study Research by the University, unless otherwise mutually agreed to by the Parties in writing.

6.18 Intellectual Property Management.

6.18.1 University Office of Technology Transfer (University Technology Transfer Arizona) ("**UTTA"**) shall determine: (i) whether and where to seek Intellectual Property Rights for any Covered Study IP, (ii) the process of obtaining, managing and maintaining any IPR for any Covered Study IP, (iii) whether and how to commercialize any Covered Study IP including negotiating any license or disposition of any Covered Study IP; and (iv) selecting outside counsel, if needed (collectively "**IP Management**"). UTTA shall provide BH with a schedule no less than once per year of Covered Study IP including the identity of such IP whether any rights have been sought or lost and the status thereof, and shall, upon reasonable request of BH, promptly provide such information with respect to any specific item of Covered Study IP.

6.18.2 With respect to filing, prosecution, and maintenance of each patent right for Covered Study IP, the Parties hereby acknowledge and agree to cooperate and take all reasonable actions necessary to invoke 35 U.S.C. § 103(c) as amended by the CREATE Act as necessary, including without limitation, to execute all papers and to perform such other acts as may be reasonably required to give effect to the protections of the Create Act, as amended, which require at least that: (i) the claimed invention was made by or on behalf of parties to a joint Research agreement that was in effect on or before the date the claimed

invention was made; (ii) the claimed invention was made as a result of activities undertaken within the scope of the joint Research agreement; and (iii) the application for patent for the claimed invention discloses or is amended to disclose the names of the parties to the joint Research agreement.

6.19 Intellectual Property Expenses and Revenue.

6.19.1 UTTA shall be responsible for its own expenses in IP Management.

6.19.2 UTTA and BH shall each be responsible for one-half (1/2) of all fees associated with seeking or maintaining IPR of any Covered Study IP, such as fees charged by patent counsel and application fees, provided, however, UTTA obtains approval from BH prior to incurring any such fee for BH.

6.19.3 If a Party elects not to share the fees associated with seeking or maintaining a particular IPR in a particular jurisdiction for a particular Covered Study IP or elects to discontinue sharing the fees associated with seeking or maintaining a particular IPR in a particular jurisdiction for a particular Covered Study IP ("**Option IPR**"), such Party will notify the other Party in writing of such election. If the other Party, by written notice, agrees to assume, at its sole expense, the Option IPR, the one Party will transfer all of its rights and interests in the Option IPR to the other Party and will reasonably assist the other Party in perfecting its rights in the Option IPR. In transferring all of its rights and interests, the one Party will either (i) assign all of its rights and interests in the Option IPR to the other Party including all rights to sue with respect to past, present and future infringement, or (ii) license all of its rights and interests in the Option IPR to the other Party, including all rights to sue with respect to past, present and future infringement, in the event the one Party is unable to assign its interest in the Option IPR pursuant to the Bayh-Dole Act under 35 U.S.C. §§ 200-204 or other applicable law. The Option IPR thereafter will no longer be subject to the terms of this Agreement. For the avoidance of doubt, the transfer of one Option IPR, such as a patent in one jurisdiction, from the one Party to the Other Party, does not operate to transfer a related IPR in any Covered Study IP, such a corresponding patent in another jurisdiction, unless the one Party elects not to share fees or elects to discontinue sharing fees for the related IPR as well.

6.19.4 Revenue. Any revenue received from the exploitation, either by sale, license, or otherwise, of any Covered Study IP or IPR thereto ("**Revenue Agreement**") shall be allocated in the following order until exhausted: *first*, to UTTA for reimbursement of its expenses incurred in connection with IP Management, which the Parties agree will be set at rate of fifteen percent (15%) of the gross revenue generated from each Revenue Agreement and which will be capped at an amount not exceed fifty thousand dollars ($50,000) for each Revenue Agreement; *second*, to cover the Parties' unreimbursed fees associated with seeking or maintaining the IPR for any Covered Study IP to the Revenue Agreement; *third*, to the inventor(s) of the IPR for any Covered Study IP to the Revenue Agreement in accordance with University policy; and *finally*, the balance of any remaining revenue shall be shared equally by BH and the University. Both Parties agree that any revenue they receive from the exploitation of any Covered Study IP shall be used in accordance with any law governing the use of such revenue, if applicable, such as the Bayh-Dole Act under 35 U.S.C. §§ 200-204, if applicable,

which governs inventions that arise from federally supported research and requires the balance of royalties or income from such inventions be utilized to support scientific research, or education.

6.19.5 Survival of Revenue. The respective rights of BH and the University to revenue from the exploitation of any Covered Study IP or IPR thereto shall survive termination of this Agreement and repurchase by the University of the Southern Arizona Business from BH.

6.19.6 Audits. Each Party shall have the right, at its own expense and no more than once per year, to audit the other Party's records relating to Covered Study IP including IP Management records, Revenue Agreement and records relating to expenses, fees and revenue from the exploitation of any Covered Study IP or IPR thereto.

ARTICLE 7
DISPUTE RESOLUTION; REMEDIES

7.1 **General**. Subject to the provisions of Section 8.3, the provisions of this Article 7 shall control the resolution of any and all Disputes between the Parties that arise regarding one or more provisions of this Agreement.

7.2 **Dispute Resolution**. Any and all Disputes between the Parties shall be subject to the following dispute resolution procedure:

7.2.1 Either Party may provide the other Party with a written request for informal Dispute resolution. Within thirty (30) days following the date of such request, the University Senior Vice President for Health Sciences and the President of the Banner–University Medicine Division shall meet to discuss and attempt to resolve the Dispute (the "**First Executive Meeting**").

7.2.2 In the event the Dispute remains unresolved following the First Executive Meeting, then, within thirty (30) days following such First Executive Meeting, the University President and BH President shall meet to discuss and attempt to resolve the Dispute (the "**Second Executive Meeting**").

7.2.3 In the event the Dispute remains unresolved following the Second Executive Meeting, then the Parties may undertake one or more of the following measures (without any requirement as to order or priority, except as expressly indicated) or may determine to accept no resolution, in which case the status quo shall continue:

(a) If mutually agreed by the Parties, the Parties may participate in voluntary third-party mediation in accordance with Section 7.3;

(b) If mutually agreed by the Parties, the Parties may participate in voluntary binding arbitration in accordance with Section 7.4;

(c) If the Dispute involves a purported Material Breach Event (as defined in Section 7.5) and, based thereon, either Party seeks to terminate this Agreement pursuant to Section 8.2.3 and Section 8.3, the Parties shall undertake the process set forth in Section 7.5;

(d) If the Dispute involves a purported breach or violation of this Agreement (including without limitation a purported Material Breach Event where neither Party seeks to terminate this Agreement pursuant to Section 8.3), either Party may exercise or seek any appropriate legal or judicial remedy permitted by Law, including equitable remedies in accordance with Section 7.6;

(e) If the Dispute involves the budget for B–UMG or Banner Academics, and the matter is not resolved by voluntary mediation or arbitration (including because the Parties have not mutually agreed to pursue either mediation or arbitration), the Parties shall adhere to the provisions of Section 7.7; or

(f) If the Dispute involves the inability of the Parties to mutually agree upon a new arrangement through good faith negotiations following a Change in Law (as defined in Section 10.14), the Parties shall undertake the process set forth in Section 10.14.

7.3 **Mediation**. If the Parties mutually agree in writing to participate in voluntary third-party mediation, the Parties shall agree on a mediator. If the Parties are unable to agree on a mediator within ten (10) business days, the mediator shall be selected in accordance with the alternative dispute resolution process established by the American Health Lawyers Association. The mediator shall have no authority to impose a resolution but shall work with the Parties to reach a mutually acceptable solution. The Parties shall give the mediator their full cooperation and shall participate in all sessions convened by the mediator. The cost of mediation shall be borne equally by the Parties.

7.4 **Voluntary Binding Arbitration**. If the Parties mutually agree in writing to participate in voluntary binding arbitration, the arbitration shall be conducted in accordance with the following provisions:

7.4.1 In conducting the arbitration, the arbitrator shall be bound to adhere to the Laws of the State of Arizona, as well as the precedents established by decisions of the state courts of Arizona.

7.4.2 The Parties shall agree on a single arbitrator. In the absence of such agreement within ten (10) business days after the initiation of an arbitration proceeding, an arbitrator shall be appointed by the commercial panel of the American Arbitration Association.

7.4.3 The arbitration shall be administered by the American Arbitration Association.

7.4.4 The rules of arbitration shall be the Commercial Arbitration Rules of the American Arbitration Association, as modified by any other instructions that the Parties may agree upon at the time, except that each Party shall have the right to conduct discovery in any manner and to the extent authorized by the Federal Rules of Civil Procedure as interpreted by the United States District Court for the District of Arizona. The arbitrators shall not modify the terms of this Agreement.

7.4.5 The award rendered by the arbitrator shall be final and binding upon the parties hereto, and judgment upon the award may be entered in any court of competent jurisdiction in the United States.

7.5 **Disputes Regarding Material Breaches and Intent to Invoke Termination Rights**. In the event of any Dispute between the University and BH with respect to an alleged material breach that constitutes any of the following:

7.5.1 A violation of any of the restrictive covenants included in Section 1.1 and Section 2.1 of this Agreement;

7.5.2 Failure of the University to use the proceeds from the Ground Lease for the purposes set forth in Section 2.6;

7.5.3 Failure of BH to fund the Fixed Funding or Dean's Tax Alternative payments as provided in Article 5;

7.5.4 Failure of the University to use the Fixed Funding solely for the purposes set forth in Section 5.1.1;

7.5.5 Failure of the University to use principal or income from the Academic Enhancement Fund solely for the purposes set forth in Section 5.4.1;

7.5.6 Loss by the breaching Party of material licensure, certification, accreditation or other authorization that is necessary for the breaching Party to perform this Agreement in a substantially complete and lawful manner; or

7.5.7 Any other material breach by the breaching Party of any provision hereof;

(any of the above, a "**Material Breach Event**"); then, in any such case, the non-breaching party shall provide written notice to the breaching party stating the specific nature of the material breach and, at the non-breaching party's option, stating what the non-breaching party proposes to be an effective cure or cures in connection therewith (which proposed cure or cures would not be binding upon the breaching party, any arbitration panel in the event of voluntary arbitration pursuant to Section 7.4, or any court of competent jurisdiction) (the "**Material Breach Notice**"). If the Parties have not already undertaken the informal dispute resolution process set forth in Section 7.2.1 and Section 7.2.2, the Parties shall attempt to resolve the matters set forth in the Material Breach Notice (the "**Material Breach Matters**") during the sixty (60) day period immediately following the breaching party's receipt of the Material Breach Notice (the "**Material Breach Meet and Confer Period**") through the First Executive Meeting and, if necessary, the Second Executive Meeting. Throughout such process, the breaching party shall use its good faith efforts to cure the Material Breach Matters (it being understood that no such efforts shall be required in the event the breaching party believes that no material breach has occurred; and it being understood further that the breaching party undertaking any such efforts to cure shall not constitute an admission by the breaching party that a material breach has occurred). In the event the Parties are unable to resolve the Dispute during the Material Breach Meet and Confer Period, the Parties may then pursue other measures set forth in Section 7.2.3

above. Alternatively, either Party may declare its intent to invoke its termination rights pursuant to Section 8.2.3 and initiate the process set forth in Section 8.3 of this Agreement.

7.6 **Equitable Remedies**. Each Party acknowledges and agrees that irreparable injury to the other Party may occur in the event that any provision of this Agreement is not performed by the Party in accordance with its specific terms or is otherwise breached by the Party and that such injury would not be adequately compensable in recovery of Losses because of the difficulty of ascertaining the amount of Losses that will be suffered by the other Party in the event that this Agreement is breached by the Party. It is accordingly agreed that, subject to the provisions of Section 7.2, Section 8.3, and Section 8.4, the other Party shall be entitled, in addition to any other remedy to which it is entitled at law or in equity, to specific enforcement of, and injunctive relief, without proof of actual Losses, to prevent any violation of the terms hereof by the Party, and the Party will not take action directly or indirectly, in opposition to the other Party seeking such relief on the grounds that any other remedy or relief is available at law or in equity. Any requirements for the securing or posting of any bond with respect to such remedy are hereby waived. Notwithstanding the second sentence of this Section 7.6 or any other provision included in this Agreement to the contrary, the Parties shall be entitled to immediately seek injunctive relief, specific performance or other equitable relief if (i) the facts or circumstances would permit a Party to seek equitable relief in a court of competent jurisdiction, or (ii) due to exigent circumstances, such relief is necessary to preserve the status quo.

7.7 **Budget Matters**.

7.7.1 If (i) the AMC members are unable to agree (meaning that they cannot achieve the necessary affirmative votes for approval, pursuant to Exhibit C hereto) on a budget for B–UMG or Banner Academics that is not subject to mandatory approval in accordance with the criteria set forth in Section 3.5.3 of this Agreement, and (ii) such deadlock is not resolved in accordance with Section 7.2, 7.3 or 7.4, then the prior year's budget shall roll over for the succeeding year. After two (2) successive years of deadlock with regard to the budget for B–UMG or Banner Academics, BH shall have the right to appoint an additional seventh (7th) member to the AMC, and thereafter the AMC shall make all decisions by simple majority vote until there has been one (1) complete calendar year during which B–UMG has operated at break even or better (*i.e.*, B–UMG Net Operating Revenue is at least equal to the B–UMG Operating Expenses for the relevant period). Upon confirmation of such operating results, which shall occur not more than one hundred twenty (120) days following the end of the applicable calendar year, the additional member of the AMC shall be removed, and the AMC shall resume its governance of B–UMG and Banner Academics as otherwise provided in this Agreement.

7.7.2 If, for any full year after the second anniversary of the Effective Date, (i) B–UMG's operations have resulted in a B–UMG Operating Loss, and (ii) BGSMC, the Medical Center - Tucson Campus and the Medical Center - South Campus (if still leased to BH or its Affiliates) have a Combined Operating Loss and a Combined Operating Margin that is two (2) percentage points less than the average Operating Margin of BH's other hospitals in Arizona (excluding Page Hospital), with both (i) and (ii) above based on BH's audited consolidated financial statements, then BH shall have the right to appoint an additional seventh (7th) member to the AMC, and thereafter the AMC shall make all decisions by simple majority vote until there has been one (1) complete calendar year during which (x) B–UMG has operated without a B–

UMG Operating Loss, and (y) BGSMC, the Medical Center - Tucson Campus and the Medical Center - South Campus (if still leased to BH or its Affiliates) have a Combined Operating Margin that is equal to or higher than the average Operating Margin of BH's other hospitals in Arizona (excluding Page Hospital). Upon confirmation of such operating performance, which shall occur within fourteen (14) days after approval of the BH audited consolidated financial statements by the BH board of directors, but in no event later than one hundred twenty (120) days following the end of the applicable calendar year, the additional member of the AMC shall be removed, and the AMC shall resume its governance of B–UMG and Banner Academics as otherwise provided in this Agreement.

7.7.3 BH shall provide the University with the calculations used to determine how corporate and regional shared services are allocated as Operating Expenses to BGSMC, Medical Center – Tucson Campus, Medical Center - South Campus and B–UMG. Such allocation shall be consistent with the percentage allocated to other BH operating entities of comparable size and function. Any expenses accrued on the BGSMC, Medical Center – Tucson Campus, Medical Center - South Campus and B–UMG financial statements shall be consistent with GAAP.

ARTICLE 8
TERM AND TERMINATION; UNWINDING

8.1 **Term**. The initial term of this Agreement shall commence on the Effective Date and continue for a period of thirty (30) years (the "**Term**"). No later than three (3) years prior to the expiration of the Term, the University and BH shall initiate negotiations with respect to a successor agreement. Such negotiations shall be completed no later than one (1) year prior to the expiration of the Term and, if no successor agreement or extension has been executed by such date, then this Agreement shall expire upon the end of the Term, with a one-year transitional period going into effect during the last year prior to the expiration of the original Term.

8.2 **Termination**.

8.2.1 Mutual Agreement. This Agreement may be terminated by mutual written agreement of the Parties.

8.2.2 Without Cause. Neither Party may terminate this Agreement without cause.

8.2.3 For Cause. This Agreement may be terminated for cause by a Party. Such termination for cause may only occur as a result of:

(a) The occurrence of a Material Breach Event, following proper notice, an opportunity to cure, the informal dispute resolution process set forth in Section 7.2.1 and Section 7.2.2, and judicial review as described in Section 8.3;

(b) The University consummating the closing of any right of first refusal or option to acquire the Medical Center – Tucson Campus or the Southern Arizona Business, as applicable pursuant to Section 1.20.2, Section 1.20.3, Section 8.4.1 or Section 8.4.2; or

(c) A Change in Law in accordance with Section 10.14 of this Agreement, following the process set forth in that Section and the receipt of a Judicial Finding as described therein.

8.2.4 Termination of the Ground Lease. This Agreement shall terminate in the event of termination of the Ground Lease for any reason other than BH's acquisition of a fee interest in the real property that is the subject of the Ground Lease. For avoidance of doubt, a transfer of BH's interest in the Ground Lease pursuant to Section 8.2.2 of the Ground Lease shall not be considered a termination of the Ground Lease for purposes of this Agreement.

8.2.5 Effective Date of Termination.

(a) Material Breach. The effective date of termination of this Agreement pursuant to Section 8.2.3(a) shall be the earlier to occur of (i) the July 1st that is first occurring after the occurrence of the University Material Breach Purchase Event or the BH Material Breach Sale Event, as applicable, or (ii) such date as may be determined by the Parties in writing. Notwithstanding the foregoing, if the court of competent jurisdiction determines a termination date pursuant to the judicial proceeding described in Section 8.3.1 or Section 8.3.2, as applicable, the date of termination of this Agreement shall be such date.

(b) Acquisition of Southern Arizona Business. The effective date of termination of this Agreement pursuant to Section 8.2.3(b) shall be closing date of the University's purchase of the Southern Arizona Business following any Party's exercise of the put or call option pursuant to and in accordance with Section 8.4.1 or Section 8.4.2, as applicable.

(c) Change in Law. The effective date of termination of this Agreement pursuant to Section 8.2.3(c) shall be the earlier to occur of (i) the date of termination set forth by a court of competent jurisdiction in the Judicial Finding, or (ii) such date as may be determined by the Parties in writing.

(d) Termination of the Ground Lease. The effective date of termination of this Agreement pursuant to Section 8.2.4 shall be the earlier to occur of (i) the July 1st that is first occurring after the occurrence of the date of termination of the Ground Lease, or (ii) such date as may be determined by the Parties in writing. Notwithstanding the foregoing, if the court of competent jurisdiction determines a termination date for the Ground Lease pursuant to the judicial proceeding described in Section 9.7 of the Ground Lease, the date of termination of this Agreement shall be such date.

8.2.6 Effect of Termination or Expiration. Upon termination or expiration of this Agreement for any reason, the Parties shall cooperate to achieve the following:

(a) Transfer of (i) all B–UMG-employed physicians who were employed by BMG and assigned to Samaritan Academic Faculty Association, a division of BMG, immediately prior to the Effective Date to BMG or such other BH Affiliate as identified by BH, in its sole discretion, and (ii) all B–UMG-employed physicians practicing in Phoenix to BMG or such other BH Affiliate as identified by BH, in its sole discretion; and

(b) COM-P shall reasonably and in good faith work to convey its role as the ACGME-designated Sponsoring Institution of the GME programs at BGSMC to BGSMC, provided that BGSMC again obtains ACGME accreditation for the COM-P residency program.

8.3 **Termination for Material Breach**. In the event of any Dispute between the University and BH with respect to a Material Breach Event that has not been resolved pursuant to Article 7 of this Agreement and the non-breaching Party intends to terminate this Agreement pursuant to Section 8.2.3(a) or to terminate this Agreement pursuant to Section 8.2.3(b) and exercise its rights under Section 8.4.1 or Section 8.4.2 following termination of this Agreement, as applicable, the non-breaching Party shall not take any action in respect of terminating this Agreement or exercising its rights under Section 8.4.1 or Section 8.4.2 below, as applicable, without first complying with the procedures set forth in Section 8.3.1 or Section 8.3.2, as applicable.

8.3.1 University Material Breach Purchase Event. In no event shall the terms of Section 7.5 result in the University having the right to terminate this Agreement pursuant to Section 8.2.3(a) or to purchase the Southern Arizona Business pursuant to Section 8.4.1 below unless and until (x) the Parties have mutually agreed in writing that a Material Breach Event involving BH has occurred that has not been cured to the University's reasonable satisfaction during the Material Breach Meet and Confer Period, and therefore this Agreement should be terminated, or (y) the University receives from a court of competent jurisdiction a final and non-appealable judgment or order that makes all of the following determinations: (1) a Material Breach Event involving BH has occurred, (2) the Material Breach Event was not cured to the University's reasonable satisfaction during the Material Breach Meet and Confer Period, and (3) the Material Breach Event is not subject to a cure or other remedy determined by a court of competent jurisdiction and, as a result (i) the Parties' Objectives are likely to be substantially and materially frustrated; and (ii) the failure to cure the Material Breach Event makes it not reasonably practicable to carry on the Parties' business relationship pursuant to this Agreement (a "**University Material Breach Purchase Event**"). In the event that (i) the Parties do not mutually agree in writing that a Material Breach Event involving BH has occurred that has not been cured to the University's reasonable satisfaction during the Material Breach Meet and Confer Period, and therefore that this Agreement should be terminated, or (ii) the University does not receive from a court of competent jurisdiction a final and non-appealable judgment or order that makes all of the determinations as described above, the University may exercise or seek any appropriate legal or judicial remedy permitted by Law, including equitable remedies in accordance with Section 7.6 in connection with such Material Breach Event.

8.3.2 BH Material Breach Sale Event. In no event shall the terms of Section 7.5 result in BH having the right to terminate this Agreement pursuant to Section 8.2.3(a) or to compel the University to purchase the Southern Arizona Business pursuant to Section 8.4.2 below unless and until (x) the Parties have mutually agreed in writing that a Material Breach Event involving the University has occurred that has not been cured to BH's reasonable satisfaction during the Material Breach Meet and Confer Period, and therefore this Agreement should be terminated, or (y) BH receives from a court of competent jurisdiction a final and non-appealable judgment or order that makes all of the following determinations: (1) a Material Breach Event involving the University has occurred, (2) the Material Breach Event was not cured to BH's reasonable satisfaction during the Material Breach Meet and Confer Period, and

(3) the Material Breach Event is not subject to a cure or other remedy determined by the a court of competent jurisdiction and, as a result (i) the Parties' Objectives are likely to be substantially and materially frustrated; and (ii) the failure to cure the Material Breach Event makes it not reasonably practicable to carry on the Parties' business relationship pursuant to this Agreement (a "**BH Material Breach Sale Event**"). In the event that (i) the Parties do not mutually agree in writing that a Material Breach Event involving the University has occurred that has not been cured to BH's reasonable satisfaction during the Material Breach Meet and Confer Period, and therefore that this Agreement should be terminated, or (ii) BH does not receive from a court of competent jurisdiction a final and non-appealable judgment or order that makes all of the determinations as described above, BH may exercise or seek any appropriate legal or judicial remedy permitted by Law, including equitable remedies in accordance with Section 7.6 in connection with such Material Breach Event.

8.4 **Repurchase/Unwinding**.

8.4.1 Call Option. In the event (i) a University Material Breach Purchase Event occurs, (ii) a "Material Breach Event" pursuant to Section 9.5 of the Ground Lease occurs and, as a result, the University has the right to terminate the Ground Lease and has provided notice to BH of its intent to terminate the Ground Lease pursuant Section 9.7 thereof (a "**University Termination of Ground Lease Event**"), or (iii) this Agreement expires in accordance with its terms without renewal by the Parties as of the date of expiration of this Agreement, the University shall have the option to acquire the Southern Arizona Business (whether structured as the purchase or acquisition or substitution of a membership or other equity ownership interest, the purchase or acquisition of all or substantially all of the assets comprising the Southern Arizona Business (including all of the liabilities associated therewith), or some combination of the above (so long as the entire Southern Arizona Business (including its assets and liabilities) are so acquired), with any or all of the foregoing encompassed in the phrase "acquire" for purposes of this Section 8.4.1). The University shall have ninety (90) days after the occurrence of (i) the University Material Breach Purchase Event, (ii) the University Termination of Ground Lease Event, or (iii) the expiration of this Agreement without renewal by the Parties as of the date of expiration of this Agreement, as applicable, during which to give notice to BH if the University elects to acquire the Southern Arizona Business as described in the immediately preceding sentence (the "**Call Exercise Notice**"). In no event shall the University have any obligation to provide a Call Exercise Notice. The business that is the subject of the Call Exercise Notice is referred to herein as the "**Call Acquired Business**." In the event the University timely provides a Call Exercise Notice, the University and BH shall take all actions reasonably necessary to cause the consummation of the acquisition of the Call Acquired Business within one hundred eighty (180) days following receipt by BH of the Call Exercise Notice, unless such acquisition is delayed in order to obtain necessary Approvals, in which case such time period shall be automatically extended by ninety (90) days. The terms of such acquisition shall be substantially similar to the terms of the Definitive Agreement (but taking into account the structure of the transaction as the acquisition of assets or equity ownership and further taking into consideration the fact that this Agreement would terminate effective as of the closing of such transaction), with the purchase price being the Fair Market Value of the Call Acquired Business, which purchase price shall be determined in accordance with Section 8.4.3 below and paid in cash at the closing of such transaction. Notwithstanding the foregoing, no later than thirty (30) days after the Fair Market Value of the Call Acquired Business is established pursuant

to the appraisal process set forth in Section 8.4.3 (other than by mutual agreement of the University and BH), and in any event prior to the closing of the sale of the Call Acquired Business to the University pursuant to this Section, University may give notice to BH of University's election to rescind the Call Exercise Notice (the "**Call Rescission Notice**") and pay BH's expenses incurred pursuant to this Section, including reasonable attorneys' fees, in which event the University may exercise or seek any appropriate legal or judicial remedy permitted by Law, including equitable remedies in accordance with Section 7.6. In addition, (i) any acquisition by the University that is consummated pursuant to this Section shall not include (a) any physicians practicing within BMG, including BMG physicians practicing within the Healthcare System Tucson Service Area, or (b) any B–UMG physicians practicing outside the Healthcare System Tucson Service Area, and the Call Acquired Business shall expressly exclude any rights or obligations with respect to such physicians following the closing of the acquisition of the Call Acquired Business by the University, and (ii) any appraisal of the Call Acquired Business shall (x) assume a post-closing funds flow burden that is equal to the Fixed Funding and Purchased Services Funding payments allocable to the Southern Arizona Business that would be required to be made by BH pursuant to this Agreement following the consummation of such sale of the Call Acquired Business to the University as though this Agreement were to remain in effect following the consummation of such sale of the Call Acquired Business to the University, and (y) take into account any leasehold interest of BH pursuant to the Ground Lease (such leasehold interest to be treated for valuation purposes as if BH holds a fee interest rather than a leasehold interest in the Medical Center Real Property and University Real Property that is the subject of the Ground Lease) if the Ground Lease remains in effect on the date of the Call Exercise Notice. For purposes of the preceding sentence, payments allocated to the Southern Arizona Business shall include (x) the actual amount of Core Services Funding allocated to the Southern Arizona Business for the then immediately preceding calendar year, (y) fifty percent (50%) of the Incremental Funding (i.e., Ten Million Dollars ($10,000,000)), and (z) the annual average of Purchased Services Funding payments for the Southern Arizona Business for the immediately preceding three (3) calendar year period.

8.4.2 Put Option. In the event (i) a BH Material Breach Sale Event occurs, (ii) a "Material Breach Event" pursuant to Section 9.5 of the Ground Lease occurs and, as a result, BH has the right to terminate the Ground Lease and has provided notice to the University of its intent to terminate the Ground Lease pursuant Section 9.7 thereof, or (iii) (a) this Agreement is terminated in accordance with its terms or expires in accordance with its terms without renewal by the Parties, (b) the Ground Lease remains in effect as of the date of termination or expiration of this Agreement, and (c) a court of competent jurisdiction (1) issues a judgment following termination or expiration of this Agreement that (A) the Ground Lease is invalid due to the lack of authority of ABOR under Arizona Revised Statutes to enter into or continue the Ground Lease or (B) the real property that is the subject of the Ground Lease is not exempt from, but is subject to, the zoning and land use ordinances of the City of Tucson, and, in each case, (x) such judgment is final and non-appealable or (y) enforcement of such judgment is immediately stayed pending appeal, or (2) issues a temporary restraining order or preliminary injunction that prevents BH (or its "Master Subtenant" (as defined in the Ground Lease)) from operating in accordance with the "Permitted Use" (as defined in the Ground Lease) and the temporary restraining order or preliminary injunction is not stayed immediately pending an appeal thereof (any of Section 8.4.2(ii) or Section 8.4.2 (iii) shall be a "**BH Termination of Ground Lease Event**"), BH shall have the option to compel the University to acquire the Southern Arizona

Business (whether structured as the purchase or acquisition or substitution of a membership or other equity ownership interest, the purchase or acquisition of all or substantially all of the assets comprising the Southern Arizona Business (including all of the liabilities associated therewith), or some combination of the above (so long as the entire Southern Arizona Business (including its assets and liabilities) are so acquired), with any or all of the foregoing encompassed in the phrase "acquire" for purposes of this Section 8.4.2). BH shall have ninety (90) days after the occurrence of the BH Material Breach Sale Event or the BH Termination of Ground Lease Event, as applicable, during which to give notice to the University of BH's election to compel University to acquire the Southern Arizona Business as described in the immediately preceding sentence (the "**Put Exercise Notice**"). In no event shall BH have any obligation to provide a Put Exercise Notice. The business that is the subject of the Put Exercise Notice is referred to herein as the "**Put Acquired Business**." In the event BH timely provides a Put Exercise Notice, the University and BH shall take all actions reasonably necessary to cause the consummation of the acquisition of the Put Acquired Business within one hundred eighty (180) days following receipt by the University of the Put Exercise Notice, unless such acquisition is delayed in order to obtain necessary Approvals, in which case such time period shall be automatically extended by ninety (90) days. The terms of such acquisition shall be substantially similar to the terms of the Definitive Agreement (but taking into account the structure of the transaction as the acquisition of assets or equity ownership and further taking into consideration the fact that this Agreement would terminate effective as of the closing of such transaction), with the purchase price being the Fair Market Value of the Put Acquired Business, which purchase price shall be determined in accordance with Section 8.4.3 below and paid in cash at the closing of such transaction. Notwithstanding the foregoing, no later than thirty (30) days after the Fair Market Value of the Put Acquired Business is established pursuant to the appraisal process set forth in Section 8.4.3 (other than by mutual agreement of the University and BH), and in any event prior to the closing of the sale of the Put Acquired Business to the University pursuant to this Section, BH may give notice to the University of BH's election to rescind the Put Exercise Notice (the "**Put Rescission Notice**") and pay the University's expenses incurred pursuant to this Section, including reasonable attorneys' fees, in which event BH may exercise or seek any appropriate legal or judicial remedy permitted by Law, including equitable remedies in accordance with Section 7.6. In addition, (i) any acquisition by the University that is consummated pursuant to this Section shall not include (a) any physicians practicing within BMG, including BMG physicians practicing within the Healthcare System Tucson Service Area, or (b) any B–UMG physicians practicing outside the Healthcare System Tucson Service Area, and the Put Acquired Business shall expressly exclude any rights or obligations with respect to such physicians following the closing of the acquisition of the Put Acquired Business by the University, and (ii) any appraisal of the Put Acquired Business shall (x) assume a post-closing funds flow burden that is equal to the Fixed Funding and Purchased Services Funding payments that would be required to be made by BH pursuant to this Agreement following the consummation of such sale to the University as though this Agreement were to remain in effect following the consummation of such sale of the Put Acquired Business to the University, and (y) take into account any leasehold interest of BH pursuant to the Ground Lease (such leasehold interest to be treated for valuation purposes as if BH holds a fee interest rather than a leasehold interest in the Medical Center Real Property and University Real Property that is the subject of the Ground Lease) if the Ground Lease remains in effect on the date of the Put Exercise Notice. For purposes of the preceding sentence, payments allocated to the Southern Arizona Business shall include (x) the actual amount of Core Services

Funding allocated to the Southern Arizona Business for the then immediately preceding calendar year, (y) fifty percent (50%) of the Incremental Funding (i.e., Ten Million Dollars ($10,000,000)), and (z) the annual average of Purchased Services Funding payments for the Southern Arizona Business for the immediately preceding three (3) calendar year period. Notwithstanding the foregoing provisions of this Section 8.4.2, BH's rights pursuant to Section 8.4.2(iii) above may be tolled for up to eighteen (18) months following the date of a final and non-appealable judgment or order from a court of competent jurisdiction that is not stayed as described in Section 8.4.2(iii)(c) above so long as the Parties enter into an interim arrangement in accordance with Section 8.2.2 of Ground Lease, subject to Section 8.2.7 thereof.

8.4.3 Appraisal. For the purposes of this Agreement, "**Fair Market Value**" of the Call Acquired Business or the Put Acquired Business (the "**Appraised Business**") shall be determined in accordance the following:

(a) An Independent Appraiser, as mutually agreed by the University and BH, shall determine the Fair Market Value of the Appraised Business within thirty (30) days after being selected. The Parties acknowledge and agree that any appraisal of the Appraised Business shall (i) assume a post-closing funds flow burden that is equal to the Fixed Funding and Purchased Services Funding payments that would be required to be made by BH pursuant to this Agreement following the consummation of such sale to the University as though this Agreement were to remain in effect following the consummation of such sale of the Appraised Business to the University as though this Agreement were to remain in effect following the consummation of such sale of the Appraised Business pursuant to this Section 8.4, and (ii) take into account any leasehold interest of BH pursuant to the Ground Lease (such leasehold interest to be treated for valuation purposes as if BH holds a fee interest rather than a leasehold interest in the Medical Center Real Property and University Real Property that is the subject of the Ground Lease) if the Ground Lease remains in effect on the date of the Call Exercise Notice or Put Exercise Notice, as applicable. If the University and BH do not agree on such Independent Appraiser within thirty (30) days of receipt by BH of the Call Exercise Notice or receipt by the University of the Put Exercise Notice, as the case may be (the "**Receipt Date**"), then the Fair Market Value of the Appraised Business shall be determined according to the following process:

(i) Each of the University and BH shall select one (1) Independent Appraiser to determine the Fair Market Value of the Appraised Business and shall send written notice of the identity of its selected Independent Appraiser to the other Party within sixty (60) days after the Receipt Date. Each Independent Appraiser shall prepare a written appraisal (each, an "**Initial Appraisal**") of the Fair Market Value of the Appraised Business within thirty (30) days after its selection.

(ii) If the Fair Market Value of the Appraised Business set forth in each of the Initial Appraisals is within ten percent (10%) of one another (as measured against the higher of the two numbers), then the Fair Market Value of the Appraised Business shall equal the average of the values set forth in the Initial Appraisals. If the Fair Market Value of the Appraised Business set forth in each of the Initial Appraisals is not within ten percent (10%) of one another, then the Independent Appraisers shall appoint a third Independent Appraiser. The third Independent Appraiser shall prepare a written appraisal (the "**Third Appraisal**") to determine the Fair Market Value of the Appraised Business within thirty (30)

days after its appointment as the third Independent Appraiser. Of the Initial Appraisals and the Third Appraisal, the final Fair Market Value of the Appraised Business shall equal the average of the values set forth in the two appraisals that are nearest in amount with regard to the Fair Market Value of the Appraised Business; provided, however, if the Fair Market Value in the Third Appraisal is within five percent (5%) of the average of the Initial Appraisals, the Third Appraisal shall be the Fair Market Value of the Appraised Business. The final Fair Market Value of the Appraised Business determined pursuant to the foregoing shall be final and binding on the Parties. At any time prior to or during the foregoing appraisal process, and before final determination of the Fair Market Value of the Appraised Business, the University and BH may negotiate a mutually agreeable Fair Market Value of the Appraised Business, whereupon the appraisal process shall terminate. Each of the University and BH shall pay the fees of its own Independent Appraiser. The fees of any third Independent Appraiser or any mutually agreed single Independent Appraiser shall be shared equally between the University and BH. BH shall provide each Independent Appraiser with reasonable access during normal business hours to such Persons, books and records and other information of BH as the Independent Appraisers may reasonably request with respect to the Appraised Business.

ARTICLE 9
REPRESENTATIONS AND WARRANTIES

9.1 **Representations of BH**. As of the Effective Date, BH hereby represents and warrants to the University as follows:

9.1.1 M.D. Anderson Agreement. This Agreement does not conflict in any material respect with, nor will result in any material breach or contravention of, the MD Anderson Agreement, as amended from time to time, which is the only agreement to which BH and its Affiliates are a party with M.D. Anderson Physicians Network or any Affiliate of BMDACC.

9.1.2 Corporate Authorization.

(a) BH has the full corporate power and authority to enter into and to perform its obligations under this Agreement.

(b) The execution, delivery and performance of this Agreement by BH have been duly and properly authorized by all necessary corporate action in accordance with its governing documents.

(c) This Agreement constitutes the valid and legally binding obligation of BH, enforceable against it in accordance with its terms, except as enforceability may be limited by: (i) general principles of equity, regardless of whether enforcement is sought in a proceeding in equity or at law; and (ii) bankruptcy, insolvency, reorganization, moratorium or other similar laws of general application now or hereafter in effect relating to or affecting the enforcement of creditors' rights generally.

9.1.3 No Violation; Approvals.

(a) The execution, delivery and performance of this Agreement by BH will not result in the creation of any lien, charge, or encumbrance of any kind or the termination or acceleration of any indebtedness or other obligation of BH, and are not prohibited by, do not violate or conflict with any provision of, and do not constitute a default under or breach of any material contract, indenture, mortgage, material Permit, approval or other commitment to which BH, B–UMCT LLC or Banner Foundation, respectively, is a party or is subject or by which it is bound, or any applicable Law, in each case that could result in a BH Material Adverse Effect.

(b) No approval, authorization, registration, consent, order, filing or other action that has not occurred or been obtained with or from any Person, including any court or Governmental Entity, is required for the execution and delivery by BH of this Agreement, the failure of which could result in a BH Material Adverse Effect.

9.1.4 Legal Proceedings. Except as disclosed on Schedule 9.1.4, neither BH, BH, B–UMCT LLC nor Banner Foundation is a defendant in, or to BH's Knowledge threatened with, any action, suit, proceeding, complaint, charge, hearing or arbitration that could reasonably be expected to materially and adversely affect its businesses or financial condition or the ability of BH to perform its obligations under this Agreement. Except as disclosed on Schedule 9.1.4, neither BH, B–UMCT LLC nor Banner Foundation has received notice of any investigation or threatened investigation by any Governmental Entity, including those involving its business practices and policies, that could result in a BH Material Adverse Effect.

9.1.5 Permits.

(a) Each of BH, B–UMCT LLC and Banner Foundation (as applicable) holds and is in compliance with all Permits, and all such Permits are current and valid, except to the extent that any non-compliance or invalidity would reasonably be expected not to result in a BH Material Adverse Effect.

(b) Except as set forth on Schedule 9.1.5(b), no statement of deficiencies, survey report, inspection report, notice of audit, audit results, complaint or other notice of noncompliance with the requirements, standards or other conditions or any revocation, termination, suspension or limitation of any of the Permits has been received, or to BH's Knowledge issued, proposed or threatened, for which any actual or potential payment or other obligation exists on the part of BH, B–UMCT LLC or Banner Foundation nor does BH have any Knowledge of any basis for any such action, to the extent that such circumstances could result in a BH Material Adverse Effect.

9.1.6 No Material Omissions. The representations and warranties of BH contained in this Agreement and each Exhibit, Schedule, certificate, or other document delivered by BH pursuant to this Agreement are accurate, correct and complete in all material respects.

9.1.7 Compliance with Law. BH is in compliance in all material respects with all applicable Laws including without limitation, to the extent applicable, (i) the Fraud and Abuse Laws, (ii) the ACA, (iii) HIPAA, including the electronic data interchange regulations, the health care security regulations, the health care privacy regulations and the breach

notification regulations, as of the applicable effective dates for such requirements, (iv) Laws related to billing or claims for reimbursement submitted to any Government Program, and (v) Laws related to fraudulent, abusive or unlawful practices connected in any way with the provision of health care items or services, or the billing for or claims for reimbursement for such items or services provided to a beneficiary of any Government Program or any private payor, in each case, if and to the extent that such noncompliance could reasonably be expected to have a BH Material Adverse Effect. Except for routine matters, BH has not received any written notice, citation, suspension, revocation, limitation, warning and/or request for repayment or refund issued by a Governmental Entity that requires, seeks or calls attention to the potential necessity of any adjustment, modification or alteration of any of BH's operations, activities, services and/or financial condition that (i) has not been fully and finally resolved to such Governmental Entity's satisfaction without further liability to BH, and (ii) could reasonably be expected to have a BH Material Adverse Effect on BH's operations as currently conducted.

9.2 **Representations of the University**. As of the Effective Date, the University hereby represents and warrants to BH as follows:

9.2.1 Dignity Agreement. The Dignity Agreement does not preclude the research and education activities contemplated under this Agreement.

9.2.2 Good Standing; Power. ABOR is a body corporate under the laws of the State of Arizona. The University has the requisite power and authority to enter into this Agreement, to perform its obligations hereunder, and to conduct its business as now being conducted.

9.2.3 Authorization.

(a) The University has the full power and authority to enter into and to perform its obligations under this Agreement.

(b) The execution, delivery and performance of this Agreement by the University have been duly and properly authorized by all necessary action in accordance with all applicable governing documents.

(c) This Agreement constitutes the valid and legally binding obligation of the University, enforceable against it in accordance with its terms, except as enforceability may be limited by: (i) general principles of equity, regardless of whether enforcement is sought in a proceeding in equity or at law; and (ii) bankruptcy, insolvency, reorganization, moratorium or other similar laws of general application now or hereafter in effect relating to or affecting the enforcement of creditors' rights generally.

9.2.4 No Violation; Approvals.

(a) The execution, delivery and performance of this Agreement by the University will not result in the creation of any lien, charge, or encumbrance of any kind or the termination or acceleration of any indebtedness or other obligation of the University, and are not prohibited by, do not violate or conflict with any provision of, and do not constitute a default under or breach of any material contract, indenture, mortgage, material Permit, approval or other

commitment to which the University is a party or is subject or by which it is bound, or any applicable Law, in each case that could result in a University Material Adverse Effect.

(b) No approval, authorization, registration, consent, order, filing or other action that has not occurred or been obtained with or from any Person, including any court or Governmental Entity, is required for the execution and delivery by the University of this Agreement, the failure of which could result in a University Material Adverse Effect.

9.2.5 Legal Proceedings. Except as disclosed on Schedule 9.2.5, the University is not a defendant in, or to or the University's Knowledge threatened with, any action, suit, proceeding, complaint, charge, hearing or arbitration that could reasonably be expected to materially and adversely affect its businesses or financial condition or the ability of the University to perform its obligations under this Agreement. Except as disclosed on Schedule 9.2.5, the University has not received notice of any investigation or threatened investigation by any Governmental Entity, including those involving its business practices and policies, that could result in a University Material Adverse Effect.

9.2.6 Permits.

(a) The University holds and is in compliance with all requirements for accreditation from ACGME (including without limitation any Residency Review Committee thereof), the Liaison Committee on Medical Education, and any regional educational accreditation organization with jurisdiction over the University.

(b) Except as set forth on Schedule 9.2.6(b), no statement of deficiencies, survey report, inspection report, notice of audit, audit results, complaint or other notice of noncompliance with the requirements, standards or other conditions or any revocation, termination, suspension or limitation of any of the Permits has been received, or to the University's Knowledge issued, proposed or threatened, for which any actual or potential payment or other obligation exists, nor does the University have any Knowledge of any basis for any such action, to the extent that such circumstances could result in a University Material Adverse Effect.

9.2.7 No Material Omissions. The representations and warranties of the University contained in this Agreement and each Exhibit, Schedule, certificate, or other document delivered by the University pursuant to this Agreement are accurate, correct and complete in all material respects.

9.2.8 Compliance with Law. The University is in compliance in all material respects with all applicable Laws, including without limitation, to the extent applicable, (i) the Fraud and Abuse Laws, (ii) the ACA, (iii) HIPAA, including the electronic data interchange regulations, the health care security regulations, the health care privacy regulations and the breach notification regulations, as of the applicable effective dates for such requirements, (iv) Laws related to billing or claims for reimbursement submitted to any Government Program, and (v) Laws related to fraudulent, abusive or unlawful practices connected in any way with the provision of health care items or services, or the billing for or claims for reimbursement for such items or services provided to a beneficiary of any Government Program or any private payor, in

each case, the noncompliance with which could reasonably be expected to have a University Material Adverse Effect. Except for routine matters, the University has not received any written notice, citation, suspension, revocation, limitation, warning and/or request for repayment or refund issued by a Governmental Entity that requires, seeks or calls attention to the potential necessity of any adjustment, modification or alteration of any of the University's operations, activities, services and/or financial condition that (i) has not been fully and finally resolved to such Governmental Entity's satisfaction without further liability to the University, as applicable, and (ii) could reasonably be expected to have a University Material Adverse Effect on the University's operations as currently conducted.

9.3 **No Continuing Obligation.** For the avoidance of doubt, the Parties agree and acknowledge that the representations and warranties contained in this Article 9 are true and correct as of the Effective Date only and do not constitute a continuing obligation.

9.4 **The University's Knowledge; BH's Knowledge**.

(a) When used herein, the phrases to "the **University's Knowledge**," and "known" and similar references to the University's Knowledge shall mean and refer to (a) the knowledge of those individuals set forth in Schedule 9.4(a) after due and reasonable inquiry, and such individuals shall be responsible for all facts which such individuals should have known as a result of such due and reasonable inquiry, (b) information in such individuals' files and in all written or electronic communications to or from them, and (c) information in the minutes of the board of directors and any standing committees thereof of the University.

(b) When used herein, the phrases to "**BH's Knowledge**," and "known" and similar references to BH's Knowledge shall mean and refer to (a) the knowledge of those individuals set forth in Schedule 9.4(b) after due and reasonable inquiry, and such individuals shall be responsible for all facts which such individuals should have known as a result of such due and reasonable inquiry, (b) information in such individuals' files and in all written or electronic communications to or from them, and (c) information in the minutes of the board of directors and any standing committees thereof of BH.

ARTICLE 10
MISCELLANEOUS

10.1 **Publicity**. Except as expressly permitted by the Trademark License Agreement, each Party agrees not to make, and agrees to ensure that its respective representatives do not make, any announcements concerning the matters set forth in this Agreement without the prior written consent of the other Party, or make any reference to the other Party in any advertising or promotional material, or in any other manner, including without limitation press releases, advertising, client lists or any other form of publicity, without the prior written consent of the other Party; provided, however, that internal reports shall not be considered advertising or promotional material for purposes of this Section 10.1.

10.2 **Performance of Undertakings**. The Parties agree that the standard that shall apply to the Parties' performance of all covenants and undertakings contained in this Agreement

and in any and every document executed and delivered hereunder is a commercial reasonableness standard.

10.3 **Notices**. Any notice, demand or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered, when received by facsimile transmission or overnight delivery service, or five (5) days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, addressed as follows, or addressed :

BH:	Banner Health 1441 N. 12th Street Phoenix, AZ 85006 Attention: Ron Bunnell Facsimile: (602) 747-4829
With a simultaneous copy to:	Banner Health 1441 N. 12th Street Phoenix, AZ 85006 Attention: David Bixby, General Counsel Facsimile: (602) 747-4528
University:	Arizona Board of Regents 2020 N. Central Avenue, Suite 230 Phoenix, AZ 85004-4593 Attention: President Facsimile: (602) 229-2555
With simultaneous copies to:	The University of Arizona Old Main, Room 200 1200 East University Boulevard P.O. Box 210021 Tucson, Arizona 85721-0066 Attention: President Facsimile: (520) 621-9323 The University of Arizona Administration Building, Room 103 1401 E. University Boulevard P.O. Box 210066 Attention: General Counsel Facsimile: (520) 621-9001

or to such other address, and to the attention of such other Person or officer as any Party may designate in writing to the other Party.

10.4 **Legal Fees and Cost of Transaction**. Except as otherwise set forth in this Agreement, the Parties shall bear their own respective portions of the fees, expenses and

disbursements necessary to enter into this Agreement and the Affiliation contemplated hereunder. In the event any Party elects to incur legal expenses or costs to enforce or interpret any provision of this Agreement by judicial or other means, the prevailing Party shall be entitled to recover its Losses, in addition to any other relief to which such Party shall be entitled, except to the extent provided herein to the contrary.

10.5 **Entire Agreement; Amendment**. The recitals set forth at the start of this Agreement are hereby incorporated by reference and shall constitute a part hereof as though set forth in the body of this Agreement. This Agreement, including all Schedules and Exhibits required hereunder, together with the Definitive Agreement, Trademark License Agreement, Institutional Investment Agreement, and the Banner Transition Services Agreement, supersede all previous or contemporaneous agreements, whether oral or written, and constitute the entire agreement among the Parties respecting the subject matter of this Agreement. Neither Party shall be entitled to benefits other than those specified. Each Exhibit and Schedule referenced in this Agreement shall be considered a part hereof as if set forth herein in full. As between the Parties, oral statements or prior or contemporaneous written materials which are not specifically incorporated herein shall not be of any force and effect. The Parties specifically acknowledge that in entering into and executing this Agreement, the Parties rely solely upon the representations and agreements contained in this Agreement and no others. This Agreement may be amended or modified only by an agreement in writing signed by all the Parties.

10.6 **Assignment**. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns and legal representatives. No Party may assign its rights in this Agreement or delegate its duties under this Agreement to a third party by any means without first obtaining the prior written consent of the other Party.

10.7 **No Third-Party Beneficiaries**. The terms and provisions of this Agreement are intended solely for the benefit of BH and the University and their respective permitted successors or assigns, and it is not the intention of the Parties to confer, and this Agreement shall not confer, third-party beneficiary rights upon any other Person.

10.8 **Third-Party Authorizations**. Each Party shall use its reasonable best efforts to obtain expeditiously all consents, authorizations and other approvals of third parties necessary for the valid execution, delivery and performance of this Agreement by the Party.

10.9 **Consents, Approvals and Discretion**. Except as herein expressly provided to the contrary, whenever this Agreement requires any consent or approval to be given by a Party or a Party must or may exercise discretion, the Parties agree that such consent or approval shall not be unreasonably withheld, conditioned or delayed and such discretion shall be reasonably exercised.

10.10 **Additional Assurances**. The provisions of this Agreement shall be self-operative and shall not require further agreement by the Parties except as may be herein specifically provided to the contrary; provided, however, at the request of a Party, the other Party shall execute such additional instruments and take such additional actions as the requesting Party may reasonably deem necessary to effectuate this Agreement. Additionally, each Party shall cooperate and use its best efforts to have its present directors, officers and employees cooperate

with the other Party in furnishing information, evidence, testimony and other assistance in connection with any action, proceeding, arrangement or dispute of any nature with respect to the matters set forth in this Agreement. Each Party shall pay the reasonable out-of-pocket costs incurred by its own respective directors, officers and employees under this Section.

10.11 **Interpretation**. In this Agreement, unless the context otherwise requires:

10.11.1 References to this Agreement are references to this Agreement and to the Exhibits and Schedules;

10.11.2 References to Articles and Sections are references to articles and sections of this Agreement;

10.11.3 References to any Party to this Agreement shall include references to its respective successors and permitted assigns;

10.11.4 References to a judgment shall include references to any order, writ, injunction, decree, determination or award of any court or tribunal or arbitrator in a binding arbitration;

10.11.5 The terms "hereof," "herein," "hereby," and derivative or similar words shall refer to this entire Agreement;

10.11.6 References to any document (including this Agreement) are references to that document as amended, consolidated, supplemented, novated or replaced by the Parties from time to time in accordance with the terms thereof;

10.11.7 References to any Law shall also refer to all rules and regulations promulgated thereunder;

10.11.8 The word "including" (and all derivations thereof) shall mean including without limitation;

10.11.9 References to time are references to Mountain Standard time (as in effect on the applicable day) unless otherwise specified herein;

10.11.10 The gender of all words herein include the masculine, feminine and neuter, and the number of all words herein include the singular and plural; and

10.11.11 The terms "date hereof," "date of this Agreement" and similar terms shall mean the Effective Date set forth in the opening paragraph of this Agreement.

10.12 **Severability**. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason and in any respect, and if the rights of BH and the University under this Agreement will not be materially or adversely affected thereby, (a) such provision shall be fully severable; (b) this Agreement shall be construed and enforced as if the illegal, invalid or unenforceable provision had never comprised a part hereof; (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the

illegal, invalid or unenforceable provision or by its severance here from; and (d) in lieu of the illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to the illegal, invalid or unenforceable provision as may be possible.

10.13 **Choice of Law; Venue; Waiver of Jury Trial**.

10.13.1 The Parties agree that this Agreement shall be governed by and construed in accordance with the Laws of the State of Arizona without giving effect to any choice or conflict of law provision or rule thereof. The Parties hereby waive their right to assert in any proceeding involving this Agreement that the law of any jurisdiction other than the State of Arizona and the federal laws of the United States shall apply to such Dispute; and the Parties hereby covenant that they shall assert no such claim in any Dispute arising under this Agreement. Any proceeding pursuant to this Agreement shall be brought solely in the Superior Court of the State of Arizona, and each Party consents to the jurisdiction and venue of each such court. The Parties hereby waive their right to challenge any proceeding involving or relating to this Agreement on the basis of lack of jurisdiction over the Person.

10.13.2 EACH PARTY HERETO HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY CONCERNED WITH THIS AGREEMENT OR ANY OF THE AGREEMENTS, INSTRUMENTS OR DOCUMENTS CONTEMPLATED HEREBY. NO PARTY HERETO, NOR ANY ASSIGNEE OR SUCCESSOR OF A PARTY HERETO SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEDURE BASED UPON, OR ARISING OUT OF, THIS AGREEMENT OR ANY OF THE AGREEMENTS, INSTRUMENTS OR DOCUMENTS CONTEMPLATED HEREBY. NO PARTY SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION 10.13.2 HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO, AND THE PROVISIONS OF THIS SECTION 10.13.2 SHALL BE SUBJECT TO NO EXCEPTIONS.

10.14 **Change in Law.** In the event there is a change, after the Effective Date, in existing federal or state statutes, case law, regulations or sub-regulatory guidance, a change in official interpretation of any of the foregoing, the adoption of new federal or state legislation, issuance of new case law, or promulgation of new state or federal regulations or sub-regulatory guidance ("**Change in Law**"), any of which are reasonably likely to make this Agreement unlawful, as determined by an opinion or reasoned analysis of counsel to either Party, the Parties shall immediately enter into good faith negotiations regarding a new arrangement that complies with the subject legislation, case law, regulation, or sub-regulatory guidance and that approximates as closely as possible the economic position of the Parties prior to the change. If good faith negotiations cannot resolve the matter within sixty (60) days, the matter shall be subject to the dispute resolution procedures for a Dispute as set forth in Article 7. If there is no resolution following exhaustion of the procedures set forth therein, then: (A) the Parties may accept no resolution, in which case the status quo continues; or (B) either Party may terminate this Agreement pursuant to Section 8.2.3(c); provided that such Party receives from a court of

competent jurisdiction a final and non-appealable judgment or order that makes all of the following determinations: (i) there has been a Change in Law that is reasonably likely to make this Agreement unlawful, and (ii) any changes that would be required to be made to this Agreement in order to make this Agreement compliant with the subject legislation, case law, regulation, or sub-regulatory guidance that has changed, after the Effective Date, are likely to substantially and materially frustrate the Parties' Objectives (the "**Judicial Finding**"). The Judicial Finding shall further include a date of termination for the Agreement, taking into consideration, without limitation, any potential impact on quality of care, continuity of services, the patient population served, accreditation of the Medical Schools and their respective residency programs, and licensure and participating provider status of the affected hospital facilities.

10.15 **Headings; Cross References**. Headings of Articles and Sections in this Agreement and the table of contents hereof are solely for convenience or reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof. Unless indicated otherwise, references in this Agreement to Articles, Sections, Schedules and Exhibits are to articles, sections, schedules and exhibits of this Agreement.

10.16 **No Inferences**. Inasmuch as this Agreement is the result of negotiations between sophisticated parties of equal bargaining power represented by counsel, no inference in favor of, or against, any Party shall be drawn from the fact that any portion of this Agreement has been drafted by or on behalf of such Party.

10.17 **Waiver of Terms**. The failure of any Party to insist, in any one or more instances, on performance of any of the terms, covenants and conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or thereunder or of the future performance of any such term, covenant or condition, but the obligations of the Parties with respect thereto shall continue in full force and effect. A waiver by one Party of the performance of any covenant, condition, representation or warranty of the other Party shall not invalidate this Agreement, nor shall such waiver be construed as a waiver of any other covenant, condition, representation or warranty. A waiver by either Party of the time for performing any act shall not constitute a waiver of the time for performing any other act or the time for performing an identical act required to be performed at a later time.

10.18 **Multiple Counterparts**. This Agreement may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument. The facsimile signature of any Party to this Agreement or any document delivered in connection with this Agreement or a PDF copy of the signature of any Party to this Agreement or any document delivered in connection with this Agreement delivered by electronic mail for purposes of execution or otherwise, is to be considered to have the same binding effect as the delivery of an original signature on an original document.

10.19 **Time is of the Essence**. Time is hereby expressly made of the essence with respect to each and every term and provision of this Agreement and any other agreements determined by the Parties to be necessary or appropriate to be entered into in connection with the transactions contemplated by this Agreement.

10.20 **Access to Records and Information**. If and to the extent applicable to this Agreement and to any agreement contemplated hereunder or entered into pursuant hereto between or among the Parties, the Parties agree to comply with the requirements of Public Law 96-499, Section 952 (Section 1861(v)(1)(I) of the Social Security Act) and regulations promulgated thereunder.

10.21 **Compliance with Law**. The Parties shall comply in all material respects with all applicable Laws including without limitation, to the extent applicable, (i) the Fraud and Abuse Laws, (ii) the ACA, (iii) HIPAA, including the electronic data interchange regulations, the health care security regulations, the health care privacy regulations and the breach notification regulations, as of the applicable effective dates for such requirements, (iv) Laws related to billing or claims for reimbursement submitted to any Government Program, and (v) Laws related to fraudulent, abusive or unlawful practices connected in any way with the provision of health care items or services, or the billing for or claims for reimbursement for such items or services provided to a beneficiary of any Government Program or any private payor, in each case, the noncompliance with which could reasonably be expected to (a) have a material adverse effect on the ability of the applicable Party to perform its obligations pursuant to this Agreement, or (b) result in a BH Material Adverse Effect or a University Material Adverse Effect.

10.22 **Schedules**. Schedules 4.1.2(c)(a), 4.1.4(d) and 5.1.2 may contain sensitive and proprietary information provided by one or more nongovernmental sources, the disclosure of which may cause demonstrable and material harm, may place the disclosing party or parties at a competitive disadvantage, and/or may violate an exception, privilege or confidentiality granted or imposed by statute or common law. Accordingly, the Parties hereby acknowledge and agree that, if this Agreement is subject to any request for public disclosure pursuant to Arizona Law, the foregoing Schedules shall be redacted accordingly.

ARTICLE 11
DEFINITIONS

In addition to the words and terms defined elsewhere in this Agreement, the following words and terms as used in this Agreement shall have the following meanings, unless the context or use indicates another or different meaning or intent:

11.1 "**ABOR**" shall have the meaning set forth in Recital E.

11.2 "**ACA**" shall mean the Patient Protection and Affordable Care Act, 42 U.S.C. Sections 18001 et seq. (2010).

11.3 "**Academic Enhancement Fund**" shall have the meaning set forth in Section 5.4.

11.4 "**Academic Management Council**" shall have the meaning set forth in Section 3.1.

11.5 "**Academic Medical Partner**" shall mean the medical school or schools in the State of Arizona (i) that are the source of undergraduate medical students, residents, and fellows

who receive their clinical educational and training at BH's hospitals and other affiliated practice sites in the State of Arizona and (ii) at which physicians employed by BH or any Affiliate of BH hold faculty appointments or titles, with the exception of (A) BH employees who hold staff privileges at the Banner MD Anderson Cancer Center in Gilbert, Arizona, and (B) physicians who are affiliated with BAI or BSHRI.

11.6 "**ACGME**" shall have the meaning set forth in Section 1.5.

11.7 **"Accrued PTO"** means obligations and liabilities with respect to accrued but unused paid time off, including any sick, vacation and holiday pay hours (including employer FICA and any other estimated employer taxes thereon).

11.8 "**Affiliate**" shall mean with respect to any Person, any other Person directly or indirectly controlling or controlled by, or under direct or indirect common control with, such specified Person. For the purposes of this definition, "control," when used with respect to any specified Person, means the power to direct the management and policies of such Person directly or indirectly, whether though ownership of voting securities, by membership, by contract or otherwise; and the terms "controlling" and "controlled" shall have meanings correlative to the foregoing.

11.9 "**Affiliation**" shall have the meaning set forth in Recital F.

11.10 "**Agreement**" shall have the meaning set forth in the introductory paragraph.

11.11 "**AHCCCS**" shall mean the Arizona Health Care Cost Containment System, the Arizona Governmental Entity responsible for administration of the Arizona Medicaid program

11.12 "**AMC**" shall have the meaning set forth in Section 3.1.

11.13 "**Appraised Business**" shall have the meaning set forth in Section 1.20.3(c) or Section 8.4.3, as applicable.

11.14 "**Approvals**" shall mean any approval, authorization, consent, notice, qualification or registration, or any extension, modification, amendment or waiver of any of the foregoing, of or from, or any notice, statement, filing or other communication to be filed with or delivered to, any Governmental Entity.

11.15 "**ASRS**" shall mean the Arizona State Retirement System.

11.16 "**B–UMCT LLC**" shall have the meaning set forth in Recital D.

11.17 "**B–UMCS LLC**" shall have the meaning set forth in Recital D.

11.18 "**B–UMG**" shall mean Banner–University Medical Group f/k/a University Physicians Healthcare, Inc.

11.19 "**B–UMG CEO**" shall have the meaning set forth in Section 3.6.1.

11.20 "**B–UMG Clinical Personnel Activities**" shall have the meaning set forth in Section 1.19.

11.21 "**B–UMG Clinicians**" shall have the meaning set forth in Section 1.2.1.

11.22 "**B–UMG Clinics**" shall mean any BH-owned or controlled non-hospital patient care facility in Phoenix, Arizona or the Healthcare System Tucson Service Area staffed primarily by B–UMG Clinicians.

11.23 "**B–UMG Operating Expenses**" shall mean the Operating Expenses of B–UMG plus B–UMG's allocated share of the Dean's Tax Alternative under Section 5.1.3 and all amounts paid by B–UMG to the University pursuant to Section 5.1 or otherwise.

11.24 "**B–UMG Operating Loss**" shall mean, for the relevant period, B–UMG Operating Expenses that are in excess of B–UMG Net Operating Revenue.

11.25 "**B–UMG Net Operating Revenue**" shall mean, without duplication, gross healthcare revenue accrued by B–UMG derived from its operations, minus contractual and regulatory allowances and deductions (including Medicaid, Medicare and charity care deductions), plus other operating revenue, as determined in accordance with GAAP, plus all amounts paid by BH to B–UMG in connection with the Fixed Funding or Purchased Services Funding.

11.26 "**BAI**" shall have the meaning set forth in Section 6.3.

11.27 "**Banner Academics**" shall have the meaning set forth in Section 1.2.

11.28 **"Banner Foundation"** shall mean Banner Health Foundation, an Arizona nonprofit corporation, successor by merger to University Medical Center Foundation, an Arizona nonprofit corporation.

11.29 "**Banner/University Transition Services Agreement**" shall mean that certain Transition Services Agreement between the University and BH dated as of the date hereof in substantially the form attached to the Definitive Agreement as Exhibit 12.8(a).

11.30 "**BGSMC**" shall have the meaning set forth in Recital A.

11.31 "**BH**" shall have the meaning set forth in the introductory paragraph.

11.32 "**BH Material Adverse Effect**" shall mean any fact, circumstance, event, change, effect, condition or occurrence that, individually or in the aggregate, has had or is reasonably likely to have a material adverse effect on the business, operations, property, financial condition or results of operations of the Southern Arizona Business, taken as a whole, subsequent to the Effective Date; provided, however, that any adverse effect arising out of, resulting from or attributable to any of the following shall not constitute or be deemed to contribute to a BH Material Adverse Effect, and otherwise shall not be taken into account in determining whether a BH Material Adverse Effect has occurred: (a) a fact, circumstance, event, change, effect, condition or occurrence, or series of such items, to the extent affecting (i) global, national or

regional economic, business, regulatory, market or political conditions or national or global financial markets, including changes in interest or exchange rates or (ii) the healthcare industry or academic healthcare institutions, generally, (b) any changes or any proposed changes in Law after the Effective Date that are not directed at the University, BH or hospitals operated by not-for-profit entities, in each instance to the exclusion of others, (c) the implementation of the ACA, or (d) any changes or any proposed changes in GAAP after the Effective Date.

11.33 "**BH Material Breach Sale Event**" shall have the meaning set forth in Section 8.3.2.

11.34 "**BH Termination of Ground Lease Event**" shall have the meaning set forth in Section 8.4.2.

11.35 "**BMDACC**" shall have the meaning set forth in Section 4.1.6(b)(ii).

11.36 "**BMG**" shall mean Banner Medical Group, an Arizona nonprofit corporation ("**BMG**").

11.37 "**Bona Fide Offer**" shall mean a bona fide proposal, offer, agreement, letter of intent, term sheet or similar understanding in writing, signed by a Person who is capable of carrying out the terms set forth therein.

11.38 "**BSHRI**" shall have the meaning set forth in Section 6.3.

11.39 "**Business**" shall mean the operations and activities of the Healthcare System (excluding UM Leasing, LLC).

11.40 "**Business Combination Transaction**" shall mean a merger, consolidation, share exchange, tender offer, business combination, reorganization, recapitalization, financing transaction, liquidation, dissolution, joint venture, sale of substantially all assets, or other similar transaction.

11.41 "**Call Acquired Business**" shall have the meaning set forth in Section 8.4.1.

11.42 "**Call Exercise Notice**" shall have the meaning set forth in Section 8.4.1.

11.43 "**Call Rescission Notice**" shall have the meaning set forth in Section 8.4.1.

11.44 "**Capital Expenditure Amount**" shall have the meaning set forth in Section 1.17.

11.45 "**Capital Expenditure Period**" shall have the meaning set forth in Section 1.17.

11.46 "**Change in Law**" shall have the meaning set forth in Section 10.14.

11.47 "**Closure Acquired Business**" shall have the meaning set forth in Section 1.20.3(a).

11.48 "**Closure Event**" shall have the meaning set forth in Section 1.20.3.

11.49 "**Closure Exercise Notice**" shall have the meaning set forth in Section 1.20.3(a).

11.50 "**COM-P**" shall have the meaning set forth in Recital B.

11.51 "**COM-T**" shall have the meaning set forth in Recital B.

11.52 "**Combined Net Operating Income**" shall mean, for the relevant period, Combined Net Operating Revenue less Combined Operating Expenses. Non-operating revenues and expenses are not included in Combined Net Operating Income.

11.53 "**Combined Net Operating Revenue**" shall mean gross healthcare revenue accrued by BH derived from the operation of BGSMC, Medical Center – Tucson Campus, Medical Center - South Campus and B–UMG, minus contractual and regulatory allowances and deductions (including Medicaid, Medicare and charity care deductions), plus other operating revenue.

11.54 "**Combined Operating Expenses**" shall mean all direct expenses incurred by BH and B–UMG in the operation and management of BGSMC, Medical Center – Tucson Campus, Medical Center - South Campus and B–UMG, without duplication and determined on a combined basis after eliminations, including: all salaries, wages and benefits of personnel employed in BGSMC, Medical Center – Tucson Campus, Medical Center - South Campus and B–UMG, contract labor, supplies, professional fees, depreciation on equipment and other property owned by BH or B–UMG and used directly in the operation of BGSMC, Medical Center – Tucson Campus, Medical Center - South Campus and B–UMG, utilities, service contracts, routine repairs and maintenance, bad debt, adjustments and write-offs, general and professional liability insurance programs, property and casualty insurance programs, education, training and travel of the staff of BGSMC, Medical Center – Tucson Campus, Medical Center - South Campus and B–UMG, license and accreditation fees, penalties and fines, all corporate and regional shared services allocations, the Dean's Tax Alternative payments described in Section 5.1.3, and all amounts paid by BH or B–UMG to the University pursuant to Section 5.1 or otherwise.

11.55 "**Combined Operating Loss**" shall mean, for the relevant period, Combined Operating Expenses that are in excess of Combined Net Operating Revenue.

11.56 "**Combined Operating Margin**" shall mean Combined Net Operating Income divided by Combined Net Operating Revenue.

11.57 "**Confidential Sponsor Information**" shall have the meaning set forth in Section 6.8.1.

11.58 "**Conversion Acquired Business**" shall have the meaning set forth in Section 1.20.3(b).

11.59 "**Conversion Event**" shall have the meaning set forth in Section 1.20.3.

11.60 "**Conversion Exercise Notice**" shall have the meaning set forth in Section 1.20.3(b).

11.61 "**Core Services Funding**" shall have the meaning set forth in Section 5.1.1.

11.62 "**Dean's Tax Alternative**" shall have the meaning set forth in Section 5.1.3.

11.63 "**Definitive Agreement**" shall have the meaning set forth in Recital D.

11.64 "**Designated Institutional Official**" shall have the meaning set forth in Section 2.3.

11.65 "**Dignity Agreement**" shall have the meaning set forth in Section 1.1.1.

11.66 "**Dispute**" shall mean any and all questions, claims, controversies, or disputes arising out of or relating to this Agreement, including without limitation, the validity, construction, meaning, performance, effect, or breach of this Agreement, unless specifically excluded by the terms of this Agreement.

11.67 **"ED"** shall mean the emergency department of a hospital facility.

11.68 "**Effective Date**" shall have the meaning set forth in the introductory paragraph.

11.69 "**Eligible Researcher(s)**" shall have the meaning set forth in Section 6.2.

11.70 "**Excluded BH Research Activities**" shall have the meaning set forth in Section 6.3.

11.71 "**Fair Market Value**" shall mean the cash price at which a willing and able seller would sell, and a willing and able buyer would buy, such property (i) in an arm's-length transaction, (ii) assuming that such property was being sold free of Liens and in a manner reasonably designed to solicit all possible buyers, and (iii) assuming that both the buyer and selling party have reasonable knowledge of relevant facts.

11.72 "**First Executive Meeting**" shall have the meaning set forth in Section 7.2.1.

11.73 "**Fixed Funding**" shall have the meaning set forth in Section 5.1.1.

11.74 "**Fraud and Abuse Laws**" shall mean all applicable Laws relating to health care fraud and abuse including but not limited to those Laws relating to Medicare and Medicaid reimbursement and to the payment or receipt of illegal remuneration, including 42 U.S.C. §1320a-7b(b) (the Medicare/Medicaid anti-kickback statute), 42 U.S.C. 1395nn (the Stark Statute), 42 U.S.C. §1320a-7a, 42 U.S.C. §1320a-7b(a), 42 U.S.C. §1320a-7b(c) and any analogous state laws.

11.75 "**GAAP**" shall mean United States generally accepted accounting principles and practices as in effect from time to time and applied consistently throughout the periods involved and in accordance with the applicable Person's prior practices and policies.

11.76 "**GME**" shall have the meaning set forth in Section 1.5.

11.77 **"Government Programs"** shall mean any Federal Government Program (as defined in 42, U.S.C. §1320a-7b(f)), including but not limited to the Medicare program, State Government Program (as defined in 42 U.S.C. §1320a-7(h)), and the TRICARE program, and all applicable successor programs.

11.78 "**Governmental Entity**" shall mean any government or any agency, bureau, board, directorate, commission, court, department, official, political subdivision, tribunal or other instrumentality of any government, whether federal, state or local, domestic or foreign.

11.79 "**Grandfathered Affiliations**" shall have the meaning set forth in Section 1.1.1.

11.80 "**Ground Lease**" shall have the meaning set forth in Recital E.

11.81 "**Health Plan**" or "**Health Plans**" shall mean UHC, UFC and UCA.

11.82 "**Healthcare Academic Partner**" shall mean a hospital or other healthcare practice site (i) that is an ACGME-accredited Sponsoring Institution, a participating site, or an organizational component of either, and (ii) where university undergraduate medical students, residents, or fellows receive their clinical education and training.

11.83 "**Healthcare System**" shall mean the Medical Center - Tucson Campus, the Medical Center - South Campus, BGSMC, B–UMCT LLC, B–UMCS LLC, B–UMG, UM Leasing, LLC, an Arizona limited liability company and such other entities (and the facilities owned and operated by such entities) that are direct or indirect subsidiaries of BH that are wholly-owned (either through equity or membership interests) by BH and/or its direct or indirect subsidiaries and that have operations in Tucson, Arizona, including the entities and facilities set forth on Exhibit F attached hereto and excluding the Health Plans, Banner Foundation, Caduceus Indemnity Insurance Corporation, Ltd., a non-profit membership corporation formed under the laws of Hawaii and Academic Insurance Funding Limited, a company limited by shares formed under the laws of the Cayman Islands.

11.84 "**Healthcare System Affiliates**" shall mean the direct and indirect subsidiaries of BH that are included in the Healthcare System and are wholly owned (either through equity or membership interests) by BH and/or its direct or indirect subsidiaries.

11.85 "**Healthcare System Tucson Service Area**" shall have the meaning set forth in Section 1.1.2(b).

11.86 "**HIPAA**" shall mean the Health Insurance Portability and Accountability Act of 1996, as amended by the HITECH Act .

11.87 "**Incremental Funding**" shall have the meaning set forth in Section 5.1.1.

11.88 "**Independent Appraiser**" shall mean a Person (i) that is a member of a recognized professional organization for appraisers having at least five (5) years' experience in appraising or valuing assets similar to those that are among the Appraised Business; and (ii) that

performed a majority of its assignments during the immediately preceding three (3) year period for Persons other than the University, BH, or any of their respective Affiliates.

11.89 "**Initial Appraisal**" shall have the meaning set forth in Section 1.20.3(d)(i) or Section 8.4.3(a)(i) as applicable.

11.90 "**Institutional Investment Agreement**" shall have the meaning set forth in Section 5.4.3.

11.91 "**Intellectual Property**" or "**IP**" shall mean all intellectual property and proprietary rights, including all U.S. and foreign (i) patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, divisionals, extensions, and reexaminations thereof, (ii) inventions and discoveries (whether or not patentable and whether or not reduced to practice), (iii) trademarks, service marks, trade names, service names, brand names, company names, trade dress rights, and logos (in each case regardless whether registered) and all goodwill associated with any of the foregoing, (iv) copyrights (regardless whether registered), (v) all trade secrets and confidential business information (including without limitation ideas, concepts, formulae, know-how, research and development information, drawings, specifications, designs, plans, proposals, technical data, financial, business and marketing plans, and customer and supplier lists and related information), (vi) proprietary computer software (including without limitation Internet and mobile software applications) and computerized databases, in both source code and object code forms, and (vii) registrations and applications for registration for any of the foregoing items described in (i) through (vi) above.

11.92 "**IRB**" shall have the meaning set forth in Section 6.4.3.

11.93 "**Joint Research Activities**" shall have the meaning set forth in Section 6.2.

11.94 "**Judicial Finding**" shall have the meaning set forth in Section 10.14.

11.95 "**Law**" shall mean any constitutional provision, statute, ordinance or other law, rule, regulation, opinion, regulatory or subregulatory guidance (including without limitation manuals, memoranda, statements, instructions, and FAQs), consent agreements or order of any Governmental Entity.

11.96 "**Lien**" or "**Liens**" shall mean: (i) any mortgage, pledge, security interest, lien, claim, charge, restriction, reservation, indentures, title retention agreement, prior assignments, hypothecation, preemptive right, condition, easement, right of first refusal, option, covenant, lease, encumbrance, encroachment, title defect, imposition, inchoate lien, or other encumbrance of any kind, whether imposed by applicable Law, by contract or otherwise, and (ii) the interest of a vendor or lessor under any conditional sale agreement, financing lease or other title retention agreement relating to such asset.

11.97 "**Losses**" shall mean any and all obligations, judgments, liabilities, penalties, violations, fees, fines, claims, losses, demands, damages, liens, encumbrances, costs (including without limitation court costs and costs of appeal) and expenses (including without limitation reasonable attorneys' fees and fees of expert consultants and witnesses).

11.98 "**Major Gift**" shall have the meaning set forth in Section 1.13.3.

11.99 "**Material Breach Event**" shall have the meaning set forth in Section 7.5.

11.100 "**Material Breach Matters**" shall have the meaning set forth in Section 7.5.

11.101 "**Material Breach Meet and Confer Period**" shall have the meaning set forth in Section 7.5.

11.102 "**Material Breach Notice**" shall have the meaning set forth in Section 7.5.

11.103 "**MD Anderson Agreement**" shall have the meaning set forth in Section 1.1.2(a).

11.104 "**Medical Center Real Property**" shall have the meaning set forth in Recital E.

11.105 "**Medical Center – Tucson Campus**" shall have the meaning set forth in Recital C.

11.106 "**Medical Center - South Campus**" shall have the meaning set forth in Recital C.

11.107 "**Medical Schools**" shall have the meaning set forth in Recital B.

11.108 "**Net Operating Income**" shall mean for the relevant period, Net Operating Revenue less Operating Expenses. Non-operating revenues and expenses are not included in Net Operating Income.

11.109 "**Net Operating Revenue**" shall mean gross healthcare revenue accrued by an entity derived from its operations, minus contractual and regulatory allowances and deductions (including Medicaid, Medicare and charity care deductions), plus other operating revenue, as determined in accordance with GAAP.

11.110 "**Operating Expenses**" shall mean all direct expenses incurred in the operation and management of an entity, including: all salaries, wages and benefits of personnel employed by such entity, contract labor, supplies, professional fees, depreciation on equipment and other property owned by such entity and used directly in the operation of such entity, utilities, service contracts, routine repairs and maintenance, bad debt, adjustments and write-offs, general and professional liability insurance programs, property and casualty insurance programs, education, training and travel of the staff of such entity, license and accreditation fees, penalties and fines, and all corporate and regional shared services allocations allocated to such entity.

11.111 "**Operating Loss**" shall mean for the relevant period, Operating Expenses that are in excess of Net Operating Revenue.

11.112 "**Operating Margin**" shall mean Net Operating Income divided by Net Operating Revenue.

11.113 "**Option Notice**" shall have the meaning set forth in Section 1.20.3.

11.114 "**Parties**" shall have the meaning set forth in the introductory paragraph.

11.115 "**Parties' Objectives**" shall have the meaning set forth in Recital F.

11.116 "**Party**" shall have the meaning set forth in the introductory paragraph.

11.117 "**PCA**" shall have the meaning set forth in Section 6.5.1.

11.118 "**Permit**" shall mean any license, permit, registration, certification or accreditation issued by any Governmental Entity or private accreditation organization.

11.119 "**Permitted Transferee**" shall mean any one or more of (i) any wholly-owned or controlled subsidiary of BH, (ii) any Person that becomes a substitute member of BH or that acquires all or substantially all of the membership interest of BH, (iii) any Person participating with BH in a Business Combination Transaction pursuant to which such Person is combined into BH or BH is combined into such Person or such Person otherwise becomes the successor in interest to BH, and (iv) any Person that acquires all or substantially all of the assets and properties of BH, so long as in any of the foregoing instances, the acquiring or surviving organization assumes, either expressly or by operation of Law, this Agreement and the Definitive Agreement from BH.

11.120 "**Person**" shall mean an association, a corporation, a limited liability company, an individual, a partnership, a limited liability partnership, a trust or any other entity or organization, including a Governmental Entity.

11.121 "**PHS**" shall have the meaning set forth in Section 6.4.2.

11.122 "**PI**" shall have the meaning set forth in Section 6.4.5.

11.123 "**Pima County Lease**" shall have the meaning set forth in Section 1.4.

11.124 "**Program Director**" shall have the meaning set forth in Section 2.3.

11.125 "**Proposed Transferee**" shall have the meaning set forth in Section 1.20.2(a).

11.126 "**Protected Health Information**" shall have the meaning set forth in HIPAA.

11.127 "**Purchased Services**" shall have the meaning set forth in Section 5.1.2.

11.128 "**Purchased Services Funding**" shall have the meaning set forth in Section 5.1.2.

11.129 "**Put Acquired Business**" shall have the meaning set forth in Section 8.4.2.

11.130 "**Put Exercise Notice**" shall have the meaning set forth in Section 8.4.2.

11.131 "**Put Rescission Notice**" shall have the meaning set forth in Section 8.4.2.

11.132 "**Receipt Date**" shall have the meaning set forth in Section 8.4.3(a).

11.133 "**Reduction Event**" shall have the meaning set forth in Section 5.3.1(b).

11.134 "**Rescission Notice**" shall have the meaning set forth in Section 1.20.3(f).

11.135 "**RoFR Acquisition Period**" shall have the meaning set forth in Section 1.20.2(b).

11.136 "**RoFR Exercise Period**" shall have the meaning set forth in Section 1.20.2(a).

11.137 "**RoFR Notice**" shall have the meaning set forth in Section 1.20.2(a).

11.138 "**RoFR Subject Business**" shall have the meaning set forth in Section 1.20.2(a).

11.139 "**Sale Notice**" shall have the meaning set forth in Section 1.20.2(a).

11.140 "**Sale Transaction**" shall have the meaning set forth in Section 1.20.2(a).

11.141 "**Second Executive Meeting**" shall have the meaning set forth in Section 7.2.2.

11.142 "**Southern Arizona Business**" shall mean the operations and activities of the Healthcare System located in the Healthcare System Tucson Service Area.

11.143 "**Sponsoring Institution**" shall have the meaning set forth in Section 2.3.

11.144 "**Supplemental Academic Support Payment**" shall have the meaning set forth in Section 5.2.

11.145 "**Teaching Program**" shall mean any academic program of the University offered through COM-T or COM-P for medical students, residents or fellows.

11.146 "**Term**" shall have the meaning set forth in Section 8.1.

11.147 "**Third Appraisal**" shall have the meaning set forth in Section 1.20.3(d)(ii) or Section 8.4.3(a)(ii), as applicable.

11.148 "**Trademark License Agreement**" shall mean that certain Trademark License Agreement between the University and BH dated as of the date hereof in substantially the form attached to the Definitive Agreement as Exhibit 12.3.

11.149 "**UA**" means The University of Arizona.

11.150 "**UAHN**" shall have the meaning set forth in Recital C.

11.151 "**UCA**" shall mean The University of Arizona Health Plans – University Care Advantage, Inc.

11.152 "**UFC**" shall mean The University of Arizona Health Plans – University Family Care, Inc.

11.153 "**UHC**" shall mean The University of Arizona Health Plans – University Healthcare, Inc.

11.154 "**UMCC**" shall have the meaning set forth in Recital C.

11.155 "**University**" shall have the meaning set forth in the introductory paragraph.

11.156 "**University Material Adverse Effect**" shall mean any fact, circumstance, event, change, effect, condition or occurrence that, individually or in the aggregate, has had or is reasonably likely to have a material adverse effect on the business, operations, property, financial condition or results of operations of the University, taken as a whole, subsequent to the Effective Date; provided, however, that any adverse effect arising out of, resulting from or attributable to any of the following shall not constitute or be deemed to contribute to a University Material Adverse Effect, and otherwise shall not be taken into account in determining whether a University Material Adverse Effect has occurred: (a) a fact, circumstance, event, change, effect, condition or occurrence, or series of such items, to the extent affecting (i) global, national or regional economic, business, regulatory, market or political conditions or national or global financial markets, including changes in interest or exchange rates or (ii) the healthcare industry or academic healthcare institutions, generally, (b) any changes or any proposed changes in Law after the Effective Date that are not directed at the University, BH or hospitals operated by not-for-profit entities, in each instance to the exclusion of others, (c) the implementation of the ACA, or (d) any changes or any proposed changes in GAAP after the Effective Date.

11.157 "**University Material Breach Purchase Event**" shall have the meaning set forth in Section 8.3.1.

11.158 "**University Termination of Ground Lease Event**" shall have the meaning set forth in Section 8.4.1.

11.159 "**University Real Property**" shall have the meaning set forth in Recital E.

11.160 "**University RoFR**" shall have the meaning set forth in Section 1.20.2(a).

11.161 "**UPH**" shall have the meaning set forth in Recital C.

11.162 "**UPH/University Physician Employees"** shall have the meaning set forth in Section 4.1.5(a).

11.163 "**UTTA**" shall have the meaning set forth in Section 6.12.

11.164 **"Zoning Agreement"** shall mean that certain Zoning Authorization Agreement between BH and the University dated February 28, 2015 with respect to matters pertaining to the zoning of the University Real Property.

IN WITNESS WHEREOF, the Parties, acting through their duly authorized representatives, have executed this Academic Affiliation Agreement as of the Effective Date.

BANNER HEALTH

By: _____
Name: PETER S. FUNG
Title: Pres. + CEO

THE ARIZONA BOARD OF REGENTS for and on behalf of THE UNIVERSITY OF ARIZONA

By: _____
Name: _____
Title: _____

[Signature Page—Academic Affiliation Agreement]

IN WITNESS WHEREOF, the Parties, acting through their duly authorized representatives, have executed this Academic Affiliation Agreement as of the Effective Date.

BANNER HEALTH

By: _____
Name: _____
Title: _____

THE ARIZONA BOARD OF REGENTS for and on behalf of THE UNIVERSITY OF ARIZONA

By: _____
Name: Ann Weaver Hart
Title: President

[Signature Page—Academic Affiliation Agreement]

Schedule 1.1.1

Grandfathered Affiliations

See attached.

Schedule 1.1.1
Grandfathered Affiliations - Academic Affiliation Agreement
College of Medicine Clinical Placement

SITE	City	State	Country	Effective_Date	College
A.T. STILL UNIV DBA KIRKSVILLE COLL OF OTSEO MED	MESA	ARIZONA	USA	9/1/2012	MEDICINE
ABBOTT, JOHN T., M.D.	TUCSON	Arizona		1/15/2002	MEDICINE
ABDELATIF, OSAMA, MD	TUCSON	ARIZONA	USA	4/1/2013	MEDICINE
ABRAMS, THOMAS L, M.D.	TUCSON	ARIZONA	USA	6/1/2002	MEDICINE
ACUPUNCTURE EDUCATION INTERNATIONAL, INC.	YARDLEY	PENNSYLVANIA	USA	3/28/2011	MEDICINE
ADELANTE HEALTHCARE, INC.	SURPRISE	AZ	USA	12/1/2011	MEDICINE
ADHS (ARIZONA DEPARTMENT OF HEALTH SERVICES)	PHOENIX	Arizona	USA	2/29/2012	AHSC
ADOBE OB/GYN ASSOCIATES	TUCSON	ARIZONA	USA	9/16/2002	MEDICINE
ADULT & PEDIATRIC ALLERGY ASSOCIATES, PC	PHOENIX	ARIZONA	USA	11/1/2011	MEDICINE
ADVANCED REHABCARE AND SPORTS MEDICINE CENTRE	GORORDO AVENUE	CEBU CITY	PHILLIPPINES	3/1/2014	MEDICINE
ADVOCATE CHRIST FAMLY PRACTICE CENTER	HOMETOWN	ILLINOIS	USA	8/19/2002	MEDICINE
ADVOCATE CHRIST MEDICAL CENTER	OAK LAWN	IL	USA	8/15/2011	MEDICINE
AFEK, PAUL - NORTHWEST ALLIED PHYSICIANS-SUNNYVALE	TUCSON	ARIZONA	USA	11/1/2011	MEDICINE
AFTAHI, SHAHAB, MD (ESTRELLA GASTROENTEROLOGY)	GOODYEAR	ARIZONA	USA	9/1/2012	MEDICINE
AGGARWAL, MRIDULA, MD	TUCSON	ARIZONA	USA	2/21/2005	MEDICINE
AGILITY ORTHOPEDICS	COTTONWOOD	ARIZONA	USA	11/1/2008	MEDICINE
AGUILAR, E. LUIS	TUCSON	Arizona	USA	11/1/2011	MEDICINE
AHL, NORMAN C., MD	TUCSON	ARIZONA	USA	4/14/2008	MEDICINE
AIDS PROJECT ARIZONA	PHOENIX	Arizona	USA	1/24/2000	MEDICINE
AIR METHODS CORPORATION	ENGLEWOOD	COLORADO	USA	4/1/2014	MEDICINE
AJO AMBULANCE, INC - PARAMEDIC	AJO	ARIZONA	USA	10/1/2003	MEDICINE
AKRON GENERAL MEDICAL CENTER	AKRON	OHIO	USA	7/1/2011	MEDICINE
AL SHAAFI MEDICAL dba THE CHILDREN'S MEDICAL CTR	TUCSON	ARIZONA	USA	8/1/2014	AHSC
ALBANY MEDICAL COLLEGE	ALBANY	NEW YORK	USA	9/1/2012	MEDICINE
ALBERT EINSTEIN COM OF YESHIVA UNIVER-JACK&PEARL R	BRONX	NEW YORK	USA	10/1/2011	MEDICINE
ALBERT SCHWEITZER HOSPITAL	PORT-AU-PRINCE		HAITI	4/3/2001	MEDICINE
ALBERT SCHWEITZER HOSPITAL	SARASOTA	FLORIDA	USA	7/1/2005	MEDICINE
ALFARO, ARMANDO J., MD	TUCSON	ARIZONA	USA	4/1/2013	MEDICINE
ALL SAINTS HEALTHCARE SYSTEM	RACINE	WISCONSIN	USA	5/1/2004	MEDICINE
ALLERGY ASSOCIATES AND LAB, LTD.	TEMPE	ARIZONA	USA	10/10/2008	MEDICINE
ALLERGY ASTHMA ASSOCIATES, PC	TUCSON	ARIZONA	USA	11/23/2009	MEDICINE
ALLERGY ASTHMA CLINIC, LTD.	PHOENIX	Arizona	USA	10/10/2008	MEDICINE
ALLERGY, ASTHMA AND IMMUNOLOGY ASSOCIATES, LTD.	SCOTTSDALE	ARIZONA	USA	10/10/2008	MEDICINE
ALLINA HEALTH, DBA UNITED FAMILY MEDICINE	ST. PAUL	MINNESOTA	USA	1/1/2015	MEDICINE
AMERICAN RED CROSS, SO. AZ CHAPTER	TUCSON	ARIZONA	USA	1/1/2012	AHSC

Schedule 1.1.1
Grandfathered Affiliations - Academic Affiliation Agreement
College of Medicine Clinical Placement

SITE	City	State	Country	Effective_Date	College
AMERISPAN STUDY ABROAD	PHILADELPHIA	PENNSYLVANIA	USA	11/1/2011	MEDICINE
AMISTAD Y SALUD	TUCSON	ARIZONA	USA	3/3/2009	MEDICINE
AMON, JEAN M.D., REGIONAL CENTER FOR BORDER	SAN LUIS	ARIZONA	USA	11/21/2005	MEDICINE
AMPHITHEATER UNIFIED PUBLIC SCHOOLS DISTRICT NO.10	TUCSON	ARIZONA	USA	10/1/2011	AHSC
APACHE JUNCTION HOSP DBA AZ REGIONAL MEDICAL CNTR	MESA	ARIZONA	USA	9/22/2009	AHSC
ARC SANTA CATALINA DBA LA ROSA HEALTH CARE CENTER	TUCSON	ARIZONA	USA	4/1/2010	AHSC
ARIZONA AIR NATIONAL GUARD	TUCSON	ARIZONA	USA	2/1/2003	MEDICINE
ARIZONA ALLERGY AND ASTHMA SPECIALISTS	PHOENIX	ARIZONA	USA	7/1/2010	MEDICINE
ARIZONA ALLERGY ASSOCIATES	PHOENIX	Arizona	USA	10/10/2008	MEDICINE
ARIZONA AMBULANCE TRANSPORT	TUCSON	Arizona	USA	3/1/2006	MEDICINE
ARIZONA ARTHRITIS AND RHEUMATOLOGY ASSOCIATES, PC	PARADISE VALLEY	ARIZONA	USA	8/1/2012	MEDICINE
ARIZONA ASSOCIATION OF COMMUNITY HEALTH CENTERS	PHOENIX	ARIZONA	USA	5/1/2008	MEDICINE
ARIZONA ASTHMA ALLERGY INSTITUTE	GLENDALE	ARIZONA	USA	7/1/2010	MEDICINE
ARIZONA CHILDREN'S ASSOCIATION	TUCSON	ARIZONA	USA	11/1/2013	AHSC
ARIZONA COMMUNITY SURGEONS, P.C.	TUCSON	ARIZONA	USA	1/3/2011	MEDICINE
ARIZONA CONSORTIUM FOR MEDICINE, SOCIETY & VALUES		ARIZONA	USA	9/1/2004	MEDICINE
ARIZONA DEPARTMENT OF CORRECTIONS	PHOENIX	Arizona	USA	5/1/2012	MEDICINE
ARIZONA DEPARTMENT OF HEALTH SERVICES	PHOENIX	ARIZONA	USA	1/1/2002	MEDICINE
ARIZONA DEPT OF ECONOMIC SECURITY- DIV OF AGING	PHOENIX	ARIZONA	USA	3/18/2013	AHSC
ARIZONA DERMATOPATHOLOGY	SCOTTSDALE	ARIZONA	USA	2/1/2012	MEDICINE
ARIZONA DIGESTIVE HEALTH, PC	PHOENIX	ARIZONA	USA	8/1/2013	AHSC
ARIZONA FAMILY MEDICINE & SPORTS MEDICINE GROUP	MESA	ARIZONA	USA	5/1/2015	AHSC
ARIZONA FOUNDATION FOR THE EYE	PHOENIX	ARIZONA	USA	8/1/2004	MEDICINE
ARIZONA GASTROENTEROLOGY, LTD.	TUCSON	Arizona	USA	4/14/2008	AHSC
ARIZONA HEART HOSPITAL	PHOENIX	Arizona	USA	10/1/2006	MEDICINE
ARIZONA HEART INSTITUTE (ASSIGNED TO PHX BAPTIST)	PHOENIX	Arizona	USA	3/1/2006	MEDICINE
ARIZONA KIDNEY DISEASE & HYPERTENSION CEN (ADKHC)	PHOENIX	ARIZONA		4/28/2008	MEDICINE
ARIZONA MATERNITY AND WOMEN'S CLINIC	SURPRISE	ARIZONA	USA	3/1/2015	AHSC
ARIZONA MEDICAL INSTITUTE	GOODYEAR	ARIZONA	USA	1/1/2012	AHSC
ARIZONA OB/GYN AFFILIATES, P.C.	PHOENIX	ARIZONA	USA	3/21/2011	MEDICINE

Schedule 1.1.1
Grandfathered Affiliations - Academic Affiliation Agreement
College of Medicine Clinical Placement

SITE	City	State	Country	Effective_Date	College
ARIZONA OTOLARYNGOLOGY CONSULTANTS, PC	PHOENIX	ARIZONA	USA	4/1/2012	MEDICINE
ARIZONA PAIN SPECIALISTS, PLLC	SCOTTSDALE	ARIZONA	USA	5/1/2012	AHSC
ARIZONA PEDIATRIC EYE SPECIALISTS, PLC	MESA	ARIZONA	USA	8/1/2012	MEDICINE
ARIZONA SIMULATION TECHNOLOGY & EDUC CTR (ASTEC)	TUCSON	ARIZONA	USA	6/1/2006	MEDICINE
ARIZONA SPECIALTY EYE CARE	TUCSON	ARIZONA	USA	8/1/2000	MEDICINE
ARIZONA SPORTS MEDICINE CENTER	SCOTTSDALE	ARIZONA	USA	10/1/2013	MEDICINE
ARIZONA STATE UNIVERSITY (STUDENTS ONLY)	TEMPE	ARIZONA	USA	6/1/2008	MEDICINE
ARIZONA WOMEN'S IMAGING	TUCSON	ARIZONA	USA	7/1/2007	MEDICINE
ARMADILLO PEDIATRICS	PHOENIX	ARIZONA	USA	6/1/2014	AHSC
ARRIAGA, YULL M.D.	DOUGLAS	ARIZONA	USA	2/14/2001	MEDICINE
ARROWHEAD REGIONAL MEDICAL CENTER	COLTON	CALIFORNIA	US	2/27/2007	MEDICINE
ARTHRITIS ASSOCIATES (SHANNON HOWE, MD)	TUCSON	Arizona	USA	4/16/2000	MEDICINE
ARTZ, KATIE S., M.D. (AZ COMMUNITY PHYSICIANS)	TUCSON	ARIZONA	USA	10/18/2010	MEDICINE
ARZOUMAN, DAVID, M.D., F.A.C.S.	TUCSON	ARIZONA	USA	2/1/2013	MEDICINE
ASPEN SURGICAL, INC.	FLAGSTAFF	ARIZONA	USA	4/1/2010	MEDICINE
ASSOCIATED RETINA CONSULTANTS	PHOENIX	Arizona	USA	8/1/2007	MEDICINE
ASU COLLEGE OF NURSING	TEMPE	ARIZONA	USA	2/1/2002	MEDICINE
ASU SCHOOL OF SOCIAL WORK	TUCSON	ARIZONA	USA	8/27/2000	MEDICINE
ATKINSON, CHARLES, MD	TUCSON	ARIZONA	USA	4/1/2013	MEDICINE
AVINA, PEGGY, M.D.	ELFRIDA	ARIZONA	USA	3/1/2004	MEDICINE
AZ CANCER SPEC., PLC DBA ARZ BREAST CANCER SPEC.	SCOTTSDALE	ARIZONA	USA	4/1/2010	MEDICINE
AZ CENTER FOR ADVANCED MEDICINE & CLINCAL RESEARCH	SCOTTSDALE	ARIZONA	USA	10/14/2008	MEDICINE
BABYAR, ROB M.D.	CASA GRANDE	ARIZONA	USA	4/1/2003	MEDICINE
BACON, ARTHUR MD	TUCSON	Arizona	USA	7/1/2006	MEDICINE
BAEZ, LE ROI ARTURO, MD	TUCSON	Arizona	USA	7/1/2006	MEDICINE
BAILEY, EDITH MD (WHITE MOUNTAIN PEDIATRICS)	PINETOP	ARIZONA	US	5/30/2007	MEDICINE
BALDWIN, HILLEL Z. -- MD	TUCSON	Arizona	USA	1/1/2006	MEDICINE
BALLESTEROS, JULIAN MD	TUCSON	Arizona	USA	1/1/2012	MEDICINE
BANNER HEALTH	PHOENIX	ARIZONA	USA	6/1/2009	MEDICINE
BANNER HEALTH dba BANNER GOOD SAMARITAN MED CEN	PHOENIX	ARIZONA	USA	6/30/2007	MEDICINE
BARBARA HEARTLEY	BENSON	ARIZONA	USA	6/1/2011	MEDICINE
BARNET, RONALD W, MD	PHOENIX	ARIZONA	USA	5/1/2008	MEDICINE
BARTOLETTI FAMILY DENTISTRY	ANACONDA	MONTANA	USA	8/1/2005	MEDICINE
BASER-DECKER, TRACY M.,MD(ORANGE GROVE PEDIATRICS)	TUCSON	ARIZONA	USA	8/1/2014	AHSC
BASTYR CENTER FOR NATURAL HEALTH	SEATTLE	WASHINGTON	USA	7/1/2004	MEDICINE
BAYLOR COLLEGE OF MEDICINE	HOUSTON	TEXAS	USA	4/1/2013	MEDICINE
BAYSTATE MEDICAL CENTER	SPRINGFIELD	MASSACHUSETTS	USA	9/1/2014	MEDICINE
BEAN, JOHN, M.D.	TUCSON	Arizona	USA	7/1/2006	MEDICINE

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BEAVER STREET FAMILY PRACTICE	FLAGSTAFF	ARIZONA	USA	5/1/2011	MEDICINE
BEER, TIMOTHY, MD	TUCSON	ARIZONA	USA	4/14/2008	MEDICINE
BEJARANO, PAUL, MD	TUCSON	ARIZONA	USA	1/1/2012	MEDICINE
BELIN, MICHAEL	TUCSON	ARIZONA	USA	8/1/2011	MEDICINE
BELKOFF, KENNETH, DO	TUCSON	ARIZONA	USA	1/1/2011	MEDICINE
BELLOWS, JUDITH MD	TUCSON	Arizona	USA	2/17/2005	MEDICINE
BENNETT, RANDALL L., M.D.	TUCSON	ARIZONA	USA	2/17/2005	MEDICINE
BENSON HOSPITAL	BENSON	ARIZONA	USA	1/1/2012	MEDICINE
BENTLEY, II BURTON MD	TUCSON	Arizona	USA	1/15/2002	MEDICINE
BERNSTEIN, SCOTT, M.D.	SCOTTSDALE	ARIZONA	USA	8/1/2013	MEDICINE
BERRIGAN, JR, THOMAS J. MD	HILTON HEAD ISLAND	SOUTH CAROLINA	USA	9/4/2000	MEDICINE
BETH ISRAEL DEACONESS MEDICAL CENTER	BOSTON	MASSACHUSETTS	USA	8/1/2011	MEDICINE
BETHESDA CLINIC	ST. PAUL	MINNESTOA	USA	10/3/2000	MEDICINE
BEVERLY HILLS RADIATION ONCOLOGY	BEVERLY HILLS	CALIFORNIA	USA	3/1/2005	MEDICINE
BIANCHI, HENRY E. MD, FAAP	TUCSON	Arizona	USA	2/17/2005	MEDICINE
BILLINGS AREA INDIAN HEALTH SERVICE	BILLINGS	MONTANA	USA	9/1/2004	AHSC
BIO-MEDICAL APPLICATIONS OF ARIZONA, LLC	TEMPE	ARIZONA	USA	4/13/2009	MEDICINE
BIRKHOLZ, KARLA, M.D.	GLENDALE	ARIZONA	USA	5/1/2013	MEDICINE
BIRNBAUM, BERNARD, M.D.	CHIJLE	ARIZONA	USA	3/1/2004	MEDICINE
BIXENMAN, WAYNE W., MD- EL DORADO EYE ASSOCIATES	TUCSON	ARIZONA	USA	11/1/2011	MEDICINE
BLACK CANYON COMMUNITY HEALTH CENTER	BLACK CANYON CITY	ARIZONA	USA	8/1/2014	AHSC
BLACK HILLS OB/GYN	RAPID CITY	SOUTH DAKOTA	USA	2/1/2011	MEDICINE
BLACK, DAVID J. MD	GAINESVILLE	FL	USA	2/1/2012	MEDICINE
BLITT, CASEY D., M.D.	TUCSON	ARIZONA	USA	8/1/2002	MEDICINE
BLOCK ISLAND MEDICAL CENTER	BLOCK ISLAND	RHODE ISLAND	USA	6/1/2007	MEDICINE
BORDEN, SANDERSON, DUBOIS PHYSICAL THERAPY	TUCSON	Arizona	USA	5/1/2002	MEDICINE
BOSTON UNIVERSITY	BOSTON	MASSACHUSETTS	USA	12/1/2011	MEDICINE
BOSTON UNIVERSITY SCHOOL OF MEDICINE	BOSTON	MASSACHUSETTS	USA	12/1/2011	MEDICINE
BOSTON UNIVERSITY SCHOOL OF MEDICINE	BOSTON	MA	USA	12/1/2011	MEDICINE
BOSWELL, DAVID MD	TUCSON	Arizona	USA	6/21/2005	MEDICINE
BOURS, PETER W.A., M.D.	FOREST G ROVE	OREGON	USA	10/1/2005	MEDICINE
BOWEY, CLAIRE, M.D.	PHOENIX	ARIZONA	USA	9/1/2008	MEDICINE
BRAY-MORRIS, JOHN MD	GANADO	ARIZONA	USA	6/1/2002	MEDICINE
BRIAN HESS, M.D.	TAOS	NEW MEXICO	USA	9/22/2004	MEDICINE
BRICK, DEAN C., M.D.	TUCSON	Arizona	USA	5/15/2008	MEDICINE
BRIGHAM AND WOMEN'S HOSPITAL, INC.	BOSTON	MASSACHUSETTS	USA	10/1/2009	MEDICINE
BRITISH COLUMBIA CHILDREN'S HOSPITAL	VANCOUVER	BRITISH COLUMBIA	CANADA	5/1/2015	MEDICINE
BRODY SCHOOL OF MEDICINE	GREENVILLE	NORTH CAROLINA	USA	8/1/2010	MEDICINE
BROOKE ARMY MEDICAL CENTER (MEDICAL STUDENT ONLY)	FORT SAM HOUSTON	TEXAS	USA	3/27/2014	MEDICINE
BROWN MEDICAL SCHOOL	PROVIDENCE	RHODE ISLAND	USA	10/4/2004	MEDICINE

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BROWN UNIVERSITY SCHOOL OF MEDICINE	PROVIDENCE	RI	USA	11/11/2001	MEDICINE
BROWN, HOWARD M., MD	TUCSON	Arizona	USA	7/1/2006	MEDICINE
BRYD, ABRAHAM III MD	TUCSON	Arizona	USA	3/2/2005	MEDICINE
BRYSACZ, THOMAS L., M.D.	TUCSON	ARIZONA	USA	8/1/2002	MEDICINE
BUNCH, DARRELL, D.O.	PAGE	ARIZONA	USA	3/1/2004	MEDICINE
BURROWS, PETER J., M.D.	TUCSON	ARIZONA	USA	4/1/2013	MEDICINE
CABIANCA, LEN, PHD (FRED G. ACOSTA JOB CORPS)	TUCSON	ARIZONA	USA	7/1/2014	AHSC
CABIN, BRIAN MD	TUCSON	Arizona	USA	6/1/2002	MEDICINE
CACHAMSI	WEIMAR	TEXAS	USA	1/30/2012	MEDICINE
CAI, WEN, MD (CENTER FOR ADVANCED IMPROVEMENT)	TUCSON	ARIZONA	USA	11/1/2014	AHSC
CALIFORNIA PACIFIC MEDICAL CENTER	SAN FRANCISCO	CA	USA	10/1/2011	MEDICINE
CAMELBACK ANETHESIA CONSULTANTS, PLLC	TEMPE	ARIZONA	USA	12/1/2011	MEDICINE
CAMELBACK FAMILY PLANNING	PHOENIX	ARIZONA	USA	10/1/2011	MEDICINE
CAMP LOWELL SURGERY CENTER	TUCSON	ARIZONA	USA	12/1/2013	MEDICINE
CAMPBELL, PETER M.D.	PHOENIX	ARIZONA	USA	2/1/2003	MEDICINE
CANTERBURY DISTRICT HEALTH BOARD CHRISTCHURCH HOSP	CHRISTCHURCH		NEW ZEALAND	2/1/2006	MEDICINE
CANYON RANCH HEALTH & FITNESS RESORT	TUCSON	Arizona	USA	9/1/2011	MEDICINE
CANYON RANCH, INC.	TUCSON	ARIZONA	USA	9/1/2011	MEDICINE
CANYONLANDS COMMUNITY HEALTH CARE	PAGE	ARIZONA	USA	3/1/2013	MEDICINE
CARDIOVASCULAR CONSULTANTS, LTD.	PHOENIX	ARIZONA	USA	12/1/2012	AHSC
CAREMORE HEALTH PLAN OF ARIZONA, INC.	TUCSON	ARIZONA	USA	2/1/2013	AHSC
CARING FOR FAMILIES, P.C.	PHOENIX	ARIZONA	USA	8/30/2010	MEDICINE
CARL T. HAYDEN PHOENIX VA MEDICAL CENTER	PHOENIX	ARIZONA	USA	8/3/2011	MEDICINE
CAROL COX, M.D.	TUCSON	ARIZONA	USA	10/12/2004	MEDICINE
CAROLINAS MEDICAL CENTER	CHARLOTTE	NORTH CAROLINA	U.S.	1/1/2007	MEDICINE
CARONDELET FOOTHILLS SURGERY CENTER	TUCSON	ARIZONA	USA	1/1/2012	AHSC
CARONDELET HEALTH NETWORK	TUCSON	ARIZONA	USA	9/1/2010	AHSC
CARONDELET HEART & VASCULAR INSTITUTE (CARONDE HN)	TUCSON	ARIZONA	USA	9/1/2010	AHSC
CARONDELET HOLY CROSS HOSPITAL	NOGALES	ARIZONA	USA	9/1/2010	AHSC
CARONDELET MEDICAL GROUP & CAROND SPECIALIST GROUP	TUCSON	ARIZONA	USA	11/1/2014	AHSC
CARROLL, ANDREW MD, FAAFP	CHANDLER	ARIZONA	USA	7/1/2007	MEDICINE
CARTER, BART J., MD	SAFFORD	ARIZONA	USA	5/1/2012	MEDICINE
CARY J. STEGMAN, M.D.	SCOTTSDALE	AZ	USA	1/1/2002	MEDICINE
CASA DE LA LUZ HOSPICE	TUCSON	ARIZONA	USA	2/1/2012	AHSC
CASA DE LOS NINOS	TUCSON	ARIZONA	USA	5/1/2012	AHSC
CASA GRANDE FIRE DEPARTMENT	CASA GRANDE	ARIZONA	USA	11/1/2002	MEDICINE
CASA GRANDE REGIONAL MEDICAL CENTER	CASA GRANDE	ARIZONA	USA	2/1/2005	MEDICINE

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CASAS ADOBES PEDIATRICS	TUCSON	ARIZONA	USA	1/1/2013	MEDICINE
CASE WESTERN RESERVE UNIVERSITY	CLEVELAND	OHIO	USA	8/1/2010	MEDICINE
CATALANO, PETER R. DO	TUCSON	Arizona	USA	2/21/2005	MEDICINE
CATHOLIC HEALTHCARE WEST DBA ST. JOE'S & BNI	PHOENIX	ARIZONA	USA	1/1/2013	MEDICINE
CEDARS-SINAI MEDICAL CENTER	LOS ANGELES	CALIFORNIA	USA	3/1/2006	MEDICINE
CENTER FOR DERMATOLOGY	WEST ORANGE	NEW JERSEY	USA	5/1/2001	MEDICINE
CENTER FOR NEUROSCIENCES	TUCSON	ARIZONA	USA	8/1/2011	MEDICINE
CENTRAL PHOENIX OB-GYN, PLLC	PHOENIX	ARIZONA	USA	11/1/2014	AHSC
CENTRO PANAMERICANO DE IDIOMAS (CPI)	SAN JOAQUIN DE FLORES	COSTA RICA	COSTA RICA	12/1/2009	MEDICINE
CHABRA, YOGIN, MD	CHANDLER	ARIZONA	USA	9/1/2008	MEDICINE
CHALOM, ELIZABETH, M.D.	LIVINGSTON	NEW JERSEY	USA	5/21/2001	MEDICINE
CHAN, PAUL MD	CHINLE	ARIZONA	USA	6/1/2003	MEDICINE
CHARLTON, JOHN KIPP, MD	PHOENIX	Arizona	USA	5/1/2013	AHSC
CHILD & FAMILY RESOURCES, INC.	TUCSON	ARIZONA	USA	11/1/2011	AHSC
CHILD FAMILY HEALTH INTERNATIONAL	SAN FRANCISCO	CALIFORNIA	USA	1/1/2015	MEDICINE
CHILD-PARENT CENTERS, INC.	TUCSON	ARIZONA	USA	2/1/2011	AHSC
CHILDREN'S CLINICS FOR REHABILITATIVE SERVICES	TUCSON	Arizona	USA	8/1/2010	AHSC
CHILDREN'S HOSPITAL	DENVER	COLORADO	USA	7/1/2005	MEDICINE
CHILDREN'S HOSPITAL AND HEALTH CENTER	SAN DIEGO	CALIFORNIA	USA	8/3/2004	MEDICINE
CHILDREN'S HOSPITAL AND RESEARCH CENTER AT OAKLAND	OAKLAND	CALIFORNIA	USA	8/1/2013	AHSC
CHILDREN'S HOSPITAL COLORADO	AURORA	COLORADO	USA	5/1/2013	MEDICINE
CHILDREN'S HOSPITAL COLORADO (RESIDENT ONLY)	AURORA	COLORADO	USA	5/1/2013	MEDICINE
CHILDREN'S HOSPITAL DENVER	DENVER	COLORADO	USA	8/1/2003	MEDICINE
CHILDREN'S HOSPITAL DENVER - SPEC PROV	DENVER	COLORADO	USA	7/30/2007	MEDICINE
CHILDREN'S HOSPITAL OAKLAND	OAKLAND	CALIFORNIA	USA	6/26/2003	MEDICINE
CHILDREN'S HOSPITAL OF MICHIGAN	DETROIT	MICHIGAN	USA	7/1/2001	MEDICINE
CHILDREN'S MEMORIAL HOSPITAL	CHICAGO	ILLINOIS	USA	11/3/2004	MEDICINE
CHILDREN'S ORTHOPEDIC SPECIALISTS, PC	TUCSON	ARIZONA	USA	7/1/2010	AHSC
CHIRICAHUA COMMUNITY HEALTH CENTERS, INC.	DOUGLAS	ARIZONA	USA	6/1/2012	AHSC
CHRIST-ANN MAGLOIRE, M.D.	MIAMI	FLORIDA	USA	6/1/2010	MEDICINE
CHRISTCHURCH HOSPITAL	CHRISTCHURCH		NEW ZEALAND	1/1/2005	MEDICINE
CHRISTUS SANTA ROSA FAMILY MED. RESIDENCY PROGRAM	SAN ANTONIO	TEXAS	USA	11/1/2010	MEDICINE
CHRISTUS ST. JOSEPH'S HOSPITAL	HOUSTON	TEXAS	USA	12/1/2002	MEDICINE
CIGNA HEALTHCARE OF AZ D/B/A CIGNA MEDICAL GROUP	PHOENIX	ARIZONA	USA	8/1/2008	MEDICINE
CIGNA HEALTHCARE OF AZ D/B/A CIGNA PHARMACY SVCS	PHOENIX	ARIZONA	USA	5/1/2010	AHSC

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CINCINNATI CHILDREN'S HOSPITAL MED. CTR.	CINCINNATI	OHIO	USA	1/17/2005	MEDICINE
CISLER, THERESA, D.O.	TUCSON	ARIZONA	USA	2/16/2009	MEDICINE
CITY OF FLORENCE FIRE DEPARTMENT	FLORENCE	ARIZONA	USA	11/1/2002	MEDICINE
CITY OF HOPE NATIONAL MEDICAL CENTER	DUARTE	CALIFORNIA	USA	5/24/2004	MEDICINE
CITY OF NOGALES FIRE DEPARTMENT	NOGALES	ARIZONA	USA	10/1/2002	MEDICINE
CITY OF PHOENIX (PARKS AND RECREATION DEPARTMENT)	PHOENIX	ARIZONA	USA	8/1/2014	MEDICINE
CITY OF PHOENIX (PHOENIX FIRE DEPARTMENT)	PHOENIX	ARIZONA	USA	11/1/2013	MEDICINE
CITY OF TUCSON	TUCSON	Arizona	USA	2/1/2002	MEDICINE
CLARA VISTA PEDIATRICS	TUCSON	ARIZONA	USA	3/1/2014	MEDICINE
CLARISA I. SMITH, MD, PLLC DBA YAVAPAI PEDIATRICS	PRESCOTT VALLEY	ARIZONA	USA	3/1/2014	AHSC
CLEVELAND CLINIC FLORIDA	WESTON	FLORIDA	USA	2/1/2011	MEDICINE
CLINICA ADELANTE, INC.	SURPRISE	ARIZONA	USA	11/15/2006	AHSC
CLINICA FAMILIAR MEXICANA	PHOENIX	ARIZONA	USA	6/1/2012	AHSC
CLUFF, DAVID, DO	PAYSON	ARIZONA	USA	3/4/2004	MEDICINE
COBRE VALLEY REGIONAL MEDICAL CENTER	GLOBE	ARIZONA	USA	3/1/2014	AHSC
COCHISE CARDIOVASCULAR CARE	SIERRA VISTA	ARIZONA	USA	1/1/2007	MEDICINE
COCHISE COUNTY HEALTH DEPT.	BISBEE	ARIZONA	USA	8/1/2005	MEDICINE
COCKERELL DERMATOPATHOLOGY	DALLAS	TEXAS	USA	10/1/2014	MEDICINE
CODAC BEHAVIORAL HEALTH SERVICES	TUCSON	AZ	USA	8/1/2011	AHSC
COHEN, CRAIG, M.D.	PHOENIX	Arizona	USA	4/7/2008	MEDICINE
COHEN, DAN MD	TUCSON	Arizona	USA	7/1/2000	MEDICINE
COHEN, JILL, M.D., P.C.	TUCSON	Arizona	USA	7/1/2006	MEDICINE
COHEN, RANDALL S. M.D	TUCSON	ARIZONA	USA	10/24/2000	MEDICINE
COLUMBIA ST. MARY'S INC.	MILWAUKEE	WISCONSIN	USA	10/28/2011	MEDICINE
COLUMBIA UNIV COLLEGE OF PHYSICIANS & SURGEONS	NEW YORK	NEW YORK	USA	7/1/2010	MEDICINE
COLUMBIA UNIV MAILMAN SCHOOL OF PUBLIC HEALTH	NEW YORK	NEW YORK	USA	1/1/2011	MEDICINE
COLUMBUS CHILDREN'S HOSPITAL	COLUMBUS	OHIO	USA	3/1/2005	MEDICINE
COMMONWEALTH HEALTH CENTER	SAIPAN	MP	NORTHERN MARIANA ISLANDS	7/1/2006	MEDICINE
COMMUNITY HOSPITAL ASSOC DBA COMMUNITY HOSP CLINIC	WICKENBURG	ARIZONA	USA	7/1/2011	MEDICINE
COMMUNITY MEDICAL CENTER	MISSOULA	MONTANA	USA	8/1/2004	MEDICINE
COMSTOCK, FRANK	TUCSON	ARIZONA	USA	8/1/2002	MEDICINE
CONCENTRA HEALTH SERVICES d/b/a CONCENTRA MED CEN	PHOENIX	ARIZONA	USA	4/1/2007	MEDICINE
CONTRA COSTA REGIONAL MEDICAL CENTER	MARTINEZ	CALIFORNIA	USA	9/5/2011	MEDICINE
CONWAY, MANDI D., MD (ARIZONA RETINAL SPECIALISTS)	SUN CITY WEST	ARIZONA	USA	7/1/2012	MEDICINE
CONWAY, MICHAEL J., MD, PC	PHOENIX	ARIZONA	USA	4/1/2013	AHSC
COOLEY, REX JR DO	TUCSON	Arizona	USA	7/1/2005	MEDICINE

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COOPER, LOREN, M.D.	CENTRALIA	WASHINGTON	USA	1/1/2011	MEDICINE
COPE COMMUNITY SERVICES	TUCSON	ARIZONA	USA	5/1/2014	AHSC
COPPER QUEEN COMMUNITY HOSPITAL	BISBEE	ARIZONA	USA	12/1/2005	MEDICINE
COPPERSTATE OB/GYN ASSOCIATES, LTD.	TUCSON	ARIZONA	USA	3/1/2010	AHSC
COREY, JOHN, M.D.	SCOTTSDALE	ARIZONA	USA	5/1/2013	AHSC
CORNELL UNIVERSITY MEDICAL COLLEGE	NEW YORK	NEW YORK	USA	7/3/2000	MEDICINE
COTTONWOOD CNTRS INC DBA COTTONWOOD DE TUCSON	TUCSON	ARIZONA	USA	10/1/2013	AHSC
COVEY, RICHARD, MD	PRESCOTT	ARIZONA	USA	3/1/2014	AHSC
CREIGHTON UNIVERSITY-SCHOOL OF MEDICINE	OMAHA	NEBRASKA	USA	9/1/2012	MEDICINE
CRISIS RESPONSE NETWORK OF SOUTHERN ARIZONA, INC.	TUCSON	ARIZONA	USA	7/1/2013	MEDICINE
CROSSROADS OB/GYN	TUCSON	ARIZONA	USA	4/1/2010	AHSC
CUNNINGHAM, KAYE A., M.D.	FT. MOJAVE	ARIZONA	USA	6/1/2002	MEDICINE
DALKIN, BRUCE L., M.D.	TUCSON	Arizona	USA	7/1/2006	MEDICINE
DAMRON, CLINTON, D.O.	SAFFORD	ARIZONA	USA	1/1/2011	MEDICINE
DANIEL NEEL, M.D.	LAKESIDE	ARIZONA	U.S.	5/30/2007	MEDICINE
DANIEL W CRAWFORD, M.D.	YUMA	ARIZONA	USA	4/18/2001	MEDICINE
DANIEL WILLIAMS, D.O.	TUCSON	ARIZONA	USA	2/16/2009	MEDICINE
DARNALL ARMY HOSPITAL	FORT HOOD	TEXAS	USA	12/21/2004	MEDICINE
DARTMOUTH-HITCHCOCK MEDICAL CENTER	LEBANON	NEW HAMSHIRE	USA	5/3/2004	MEDICINE
DAVID GEFFEN SCHOOL OF MEDICINE AT UCLA	LOS ANGELES	CA	USA	10/1/2009	MEDICINE
DAVID LANE, M.D.	TUCSON	ARIZONA	USA	10/12/2004	MEDICINE
DAVID TOVEY, M.D.	TUCSON	ARIZONA	USA	10/12/2004	MEDICINE
DAVIS MONTHAN AIR FORCE BASE	DAVIS-MONTHAN (TUCSON)	ARIZONA	USA	1/15/2002	AHSC
DEACONESS MEDICAL CENTER	SPOKANE	WASHINGTON	USA	2/5/2001	MEDICINE
DEAN, GEORGE, M.D.	TUCSON	Arizona	USA	6/1/2002	MEDICINE
DEBRA WALTER, M.D.	TUCSON	ARIZONA	USA	7/1/2011	MEDICINE
DELPHI VENTURES	MENLO PARK	CALIFORNIA	USA	8/21/2000	MEDICINE
DEMAS, CHRISTOPHER P. MD	TUCSON	Arizona	USA	5/1/2000	MEDICINE
DENALI EDUCATION CENTER	DENALI PARK	ALASKA	USA	6/1/2008	MEDICINE
DENVER HEALTH AND HOSPITAL AUTORITY	DENVER	COLORADO	USA	7/1/2008	MEDICINE
DEPARTMENT OF NAVY-NAVY MEDICAL CENTER	SAN DIEGO	CALIFORNIA	USA	2/1/2004	MEDICINE
DEPT OF PUB HLTH GUAM NORTHN. REG. COMM. HLTH. CNT	DEDEDO	GUAM	GUAM	5/1/2009	MEDICINE
DERMPATH DIAGNOSTICS, ACKERMAN ACADEMY OF DERMTOP	NEW YORK	NEW YORK	USA	10/1/2014	MEDICINE
DERRIK WOODBURY, M.D.	TUCSON	ARIZONA	USA	3/4/2005	MEDICINE
DES MOINES UNIVERSITY	DES MOINES	IOWA	USA	10/1/2012	MEDICINE
DESAI, HEETEN, MD, PC	TUCSON	Arizona	USA	7/1/2007	MEDICINE
DESERT BLOOM OBSTETRICS & GYNECOLOGY, PC	TUCSON	ARIZONA	USA	6/1/2012	AHSC
DESERT CANYON PEDIATRICS, PC	PHOENIX	ARIZONA	USA	9/1/2008	MEDICINE
DESERT GROVE FAMILY MEDICINE	GILBERT	ARIZONA	USA	9/1/2008	MEDICINE
DESERT OASIS MEDICAL CENTER	BULLHEAD CITY	ARIZONA	USA	11/1/2014	AHSC

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DESERT PEDIATRICS	TUCSON	Arizona	USA	3/1/2006	MEDICINE
DESERT RIDGE FAMILY PHYSICIANS	PHOENIX	ARIZONA	USA	9/1/2008	MEDICINE
DESERT SKY SPINE AND SPORTS MEDICINE	TUCSON	ARIZONA	USA	1/1/2013	AHSC
DESERT STAR FAMILY HEALTH	TUCSON	ARIZONA	USA	2/1/2003	MEDICINE
DESERT STAR FAMILY PLANNING, LLC	PHOENIX	ARIZONA	USA	12/1/2014	AHSC
DESERT VALLEY PEDIATRICS	PHOENIX	ARIZONA	USA	12/31/2011	AHSC
DIANNA MAHONEY, CIBECUE HEALTH CARE	CIBECUE	ARIZONA	USA	3/1/2004	MEDICINE
DIGESTIVE HEALTH CENTER OF ARIZONA, P.C.	PHOENIX	ARIZONA	USA	7/11/2011	MEDICINE
DIGNITY HEALTH D/B/A ST. MARY'S MEDICAL CENTER	SAN FRANCISCO	CALIFORNIA	USA	7/1/2014	MEDICINE
DIGNITY HEALTH dbe ST. Joseph's and BNI	PHOENIX	ARIZONA	USA	1/1/2013	AHSC
DISTRICT MEDICAL GROUP, INC.	PHOENIX	ARIZONA	USA	6/1/2014	AHSC
DOBKIN, MARVIN, D.P.M.	TUCSON	ARIZONA	USA	3/1/2012	MEDICINE
DOCTORS HOSPITAL/OHIO HEALTH	COLUMBUS	OHIO	USA	1/1/2009	MEDICINE
DOMINIC, ANTONTHY, SR., DO	APACHE JUNCTION	ARIZONA	USA	3/1/2014	AHSC
DONALD COUNTS, M.D.	AUSTIN	TEXAS	USA	3/2/2004	MEDICINE
DOWLING, VERONICA K, MD (WHITE MOUNTAIN SURG SCVS)	SHOW LOW	ARIZONA	USA	7/1/2014	MEDICINE
DOXEY, BRAD, MD VALLEY SURGICAL CLINICS	PHOENIX	Arizona	USA	9/1/2007	MEDICINE
DR. FE DEL MUNDO MEDICAL CENTER	QUEZON CITY		PHILLIPINES	1/1/2010	MEDICINE
DRYDEN, ROBERT M., M.D.	TUCSON	ARIZONA	USA	5/1/2013	MEDICINE
D'SOUZA, NETLEY J., MD	TUCSON	ARIZONA	USA	6/1/2012	MEDICINE
DUBRULE, NADINE B. MD	TUCSON	Arizona	USA	5/1/2000	MEDICINE
DUERKSEN, KATHLEEN, M.D., FACS	TUCSON	ARIZONA	USA	5/26/2009	MEDICINE
DUKE UNIVERSITY HEALTH SYSTEM	DURHAM	NORTH CAROLINA	USA	8/5/2002	MEDICINE
DUKE UNIVERSITY SCHOOL OF MEDICINE	DURHAM	NC	USA	9/26/2006	MEDICINE
DURNING, JONATHAN M.D.	SALEM	OREGON	USA	2/1/2003	MEDICINE
E. LUIS AGUILAR, M.D.	TUCSON	ARIZONA	USA	2/17/2005	MEDICINE
EARL, DANIEL, D.O.	CHINO VALLEY	ARIZONA	USA	7/1/2006	MEDICINE
EAST TENNESSEE STATE UNIVERSITY, JAMES H. QUILLEN	JOHNSON CITY	TENNESSEE	USA	7/1/2013	MEDICINE
EAST VALLEY DERMATOLOGY CENTER, PC	CHANDLER	ARIZONA	USA	7/11/2011	MEDICINE
EASTER SEALS BLAKE FOUNDATION	TUCSON	ARIZONA	USA	11/1/2014	AHSC
EASTERN VIRGINIA MEDICAL SCHOOL	NORFOLK	VIRGINIA	USA	11/1/2012	MEDICINE
ECKHARDT, KARL M.D.	WALLA WALLA	WASHINGTON	USA	4/2/2001	MEDICINE
EDELMAN, JEFFREY, PMHNP JEWISH FAMILY & CHILD SVCS	GLENDALE	ARIZONA	USA	1/1/2015	AHSC
EDMUND PRIMARY CARE	MESA	ARIZONA	USA	10/1/2014	AHSC
EDWARD BERGHAUSEN, M.D.	TUCSON	ARIZONA	USA	2/17/2005	MEDICINE
EDWARD D. BEGGY, M.D.	TUCSON	ARIZONA	USA	2/21/2005	MEDICINE
EDWARD LANE, M.D.	TUCSON	ARIZONA	USA	10/12/2004	MEDICINE

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EDWARD VIA VIRGINIA COLLEGE OF OSTEO MEDICINE	BLACKSBURG	VIRGINIA	USA	10/1/2009	MEDICINE
EINSTEIN MEDICAL CENTER PHILADELPHIA	PHILADELPHIA	PA	USA	5/1/2014	MEDICINE
EISENBERG MD, HOWARD	TUCSON	Arizona	USA	10/1/2003	MEDICINE
EL DORADO HOSPITAL	TUCSON	Arizona	USA	9/1/2003	AHSC
EL DORADO MEDICAL ASSOCIATES	TUCSON	Arizona	USA	7/25/2002	MEDICINE
EL DORADO SURG. CNTR., LP dba TUCSON SURGERY CNTR.	TUCSON	ARIZONA	USA	1/1/2014	MEDICINE
EL RIO COMMUNITY HEALTH CENTER, INC.	TUCSON	ARIZONA	USA	3/1/2006	MEDICINE
EL RIO HEALTH CENTER, INC.	TUCSON	Arizona	USA	7/1/2012	AHSC
EL RIO SANTA CRUZ NEIGHBORHOOD HEALTH-VPN	TUCSON	Arizona	USA	7/16/2007	MEDICINE
EL RIO SANTA CRUZ NHC, INC.	TUCSON	Arizona	USA	3/17/2010	MEDICINE
ELLSWORTH, JESSICA, M.D.	SCOTTSDALE	ARIZONA	USA	8/1/2013	AHSC
EMORY UNIVERSITY SCHOOLOF MEDICINE	ATLANTA	GEORGIA	USA	7/1/2013	MEDICINE
ENABLE MEDICAL CARE, LLC	CHANDLER	ARIZONA	USA	9/1/2008	MEDICINE
ENGLISH DERMATOLOGY, P.C.	PHOENIX	ARIZONA	USA	7/1/2014	AHSC
ERICKSON, CURTIS A. MD (TUCSON SURGICAL SPECIALIST	TUCSON	Arizona	USA	1/1/2002	MEDICINE
ESPERANCA INC	PHOENIX	Arizona	USA	1/12/2000	MEDICINE
ETTINGER, DEAN D, MD	SIERRA VISTA	ARIZONA	USA	6/1/2013	AHSC
EVAN KLIGMAN, M.D.	TUCSON	ARIZONA	USA	11/1/2012	MEDICINE
EVE C. SHAPIRO, MD (ORANGE GROVE PEDIATRICS)	TUCSON	ARIZONA	USA	8/1/2014	AHSC
EVERCARE, INC. A SUBSIDIARY OF UNITED HEALTHCARE	PHOENIX	ARIZONA	USA	7/1/2008	MEDICINE
FAITH HOPE AND LOVE CANCER CENTER	LAFAYETTE	INDIANA	USA	1/31/2008	MEDICINE
FAMILY COUNSELING AGENCY	TUCSON	ARIZONA	USA	11/1/2002	AHSC
FAMILY HEALTH CARE CLINIC	PRESCOTT VALLEY	ARIZONA	USA	2/1/2015	AHSC
FAMILY HEALTHCARE OF SIOUXLAND	SIOUX CITY	IOWA	USA	2/27/2012	MEDICINE
FAMILY MED. SPOKANE, INLAND EMPIRE HOSP SVCS ASSOC	SPOKANE	WASHINGTON	USA	3/1/2010	MEDICINE
FAMILY MEDICAL GROUP OF SILVERTON	SILVERTON	OREGON	USA	1/1/2011	MEDICINE
FAMILY MEDICINE RESIDENCY OF IDAHO, BOISE	BOISE	ID	USA	8/1/2011	MEDICINE
FEINGOLD, ADAM, M.D.	PRESCOTT	ARIZONA	USA	3/1/2004	MEDICINE
FIGGE, GARY R. MD	TUCSON	Arizona	USA	5/1/2000	MEDICINE
FISHKIND, BAKEWELL & MALTZMAN EYE CARE & SURG CNTR	TUCSON	ARIZONA	USA	7/1/2013	AHSC
FIVE BRANCHES UNIVERSITY, GRAD SCHL OF TRAD MED	SAN JOSE	CALIFORNIA	USA	11/1/2011	MEDICINE
FLAGSTAFF FAMILY CLINIC	FLAGSTAFF	ARIZONA	USA	5/1/2012	MEDICINE
FLAGSTAFF SURGICAL ASSOCIATES	FLAGSTAFF	ARIZONA	USA	6/1/2010	MEDICINE
FLEISCHAKER, DONNI, M.D.	PHOENIX	ARIZONA	USA	8/30/2010	MEDICINE
FLINDERS MEDICAL CENTRE	SOUTH AUSTRALIA		AUSTRALIA	5/1/2010	MEDICINE
FLORIDA ATLANTIC UNIVERSITY	BOCA RATON	FLORIDA	USA	1/1/2014	MEDICINE
FLOWING WELLS FAMILY HEALTH CENTER	TUCSON	ARIZONA	USA	5/1/2007	MEDICINE

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FLOWING WELLS UNIFIED SCHOOL DISTRICT	TUCSON	ARIZONA	USA	5/1/2009	MEDICINE
FOREST COUNTRY ANESTHESIA	FLAGSTAFF	ARIZONA	USA	4/1/2008	MEDICINE
FORT COLLINS FAMILY MEDICINE RESIDENCY	FORT COLLINS	COLORADO	USA	12/15/2008	MEDICINE
FORT MCDOWELL YAVAPAI NATION	FOUNTAIN HILLS	ARIZONA	USA	10/7/2004	MEDICINE
FOSSIL CREEK FAMILY PRACTICE (BANNER HEALTH)	FORT COLLINS	CO	USA	11/22/2011	MEDICINE
FRANCISCO R. VALDIVIA, M.D.	TUCSON	AZ	USA	4/1/2008	MEDICINE
FRANK LAUDONIO, JR., M.D.	TUCSON	ARIZONA	USA	4/15/2011	MEDICINE
FRANK RUIZ, M.D.	TUCSON	ARIZONA	USA	2/18/2005	MEDICINE
FRED G. ACOSTA JOB CORPS	TUCSON	ARIZONA	USA	7/1/2014	AHSC
FRED MENNICK, M.D.	TUCSON	ARIZONA	USA	10/19/2004	MEDICINE
FREEBOURN, TOBIAS, MD	TUCSON	Arizona	USA	7/1/2006	MEDICINE
FRIEDRICH SCHILLER UNIVERITAET JENA	07740	JENA	GERMANY	2/12/2001	MEDICINE
FRONTIER SCHOOL OF MIDWIFERY AND FAMILY NURSING	HYDEN	KENTUCKY	USA	11/1/2010	MEDICINE
FUNCTIONAL & NUTRITIONAL MEDICINE, PC	TUCSON	ARIZONA	USA	11/1/2011	MEDICINE
GALLO, RENEE, M.D.	TUCSON	ARIZONA	USA	7/1/2014	AHSC
GARCIA, BARBARA, MD	PHOENIX	ARIZONA	USA	8/1/2013	MEDICINE
GARCIA, ROBERTO, M.D.	YUMA	ARIZONA	USA	6/1/2011	MEDICINE
GARDEN GROVE WOMEN'S HEALTH SPECIALISTS	GARDEN GROVE	CALIFORNIA	USA	5/1/2003	MEDICINE
GARRETT, ROBERT W, MD	TUCSON	ARIZONA	USA	7/1/2000	MEDICINE
GEE, PAUL M.D.	TUCSON	ARIZONA	USA	3/3/2005	MEDICINE
GEISEL SCHOOL OF MEDICINE AT DARTMOUTH	HANOVER	NEW HAMPSHIRE	USA	7/1/2014	MEDICINE
GELETY, TIMOTHY, M.D.	TUCSON	ARIZONA	USA	3/1/2014	AHSC
GENERATIONS HEALTHCARE FOR WOMEN	TUCSON	ARIZONA	USA	10/1/2003	MEDICINE
GENESIS OB/GYN	TUCSON	ARIZONA	USA	2/1/2013	AHSC
GENESYS REGIONAL MEDICAL CENTER	GRAND BLANC	MICHIGAN	USA	3/1/2014	MEDICINE
GEORGE HOBEICH, M.D.	TUCSON	ARIZONA	USA	5/1/2014	AHSC
GEORGE TOWN HOSPITAL-CAYMAN ISLANDS		GRAND CAYMAN	BRITISH WEST INDIES	1/1/2003	MEDICINE
GEORGE WASHINGTON UNIV SCH OF MED & HLTH SCIENCES	WASHINGTON	DC	USA	7/1/2011	MEDICINE
GEORGETOWN UNIVERSITY SCHOOL OF MEDICINE	WASHINGTON	D.C.	USA	7/1/2011	MEDICINE
GETACHEW TESFAYE, FITIH, M.D.		HARAR	ETHIOPIA	1/1/2011	MEDICINE
GHORY, MARY JO MD	TUCSON	Arizona	USA	5/1/2000	MEDICINE
GIFFIN, CHARLES B. MD	TUCSON	Arizona	USA	5/1/2000	MEDICINE
GILA REGIONAL MEDICAL CENTER	SILVER CITY	NEW MEXICO	USA	7/1/2014	MEDICINE
GILA RIVER HEALTH CARE CORPORATION	SACATON	ARIZONA	USA	2/1/2009	AHSC
GILA VALLEY CLINIC, P.C.	SAFFORD	ARIZONA	USA	11/1/2010	AHSC
GILBERT HOSPITAL	GILBERT	ARIZONA	USA	10/19/2009	MEDICINE
GILBERT OFFICE OF MESA FAMILY PHYSICIANS	GILBERT	ARIZONA	USA	9/1/2008	MEDICINE
GLOBAL EMERGENCY CARE COLLABORATIVE	BOISE	IDAHO	USA/UGANDA	12/19/2009	MEDICINE

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GOETA-KREISLER, KEVIN M.D.	TUCSON	ARIZONA	USA	2/19/2003	MEDICINE
GOLDER RANCH FIRE DISTRICT	TUCSON	Arizona	USA	3/1/2006	MEDICINE
GOOD SAMARITAN REGIONAL MEDICAL CENTER DBA BANNER	PHOENIX	ARIZONA	USA	7/1/2009	AHSC
GOODALL, SCOTT T. MD	TUCSON	Arizona	USA	5/1/2000	MEDICINE
GOODSELL, BLAIR, D.O. (ARIZONA FAMILY CARE ASSOC.)	SIERRA VISTA	ARIZONA	USA	7/19/2010	MEDICINE
GORDON, ROY M.D. UNIVERSITY OF SAN FRANCISCO	SAN FRANCISCO	CA	USA	11/6/2000	MEDICINE
GOVERNMENT MEDICAL COLLEGE, THIRUVANANTHAPURAM	THIRUVANANTHAPURAM, KERALA	INDIA	695011	1/1/2015	MEDICINE
GRACE MATERNITY	TUCSON	ARIZONA	USA	10/1/2003	MEDICINE
GRAHAM COUNTY HEALTH DEPT	SAFFORD	AZ	USA	7/4/2006	MEDICINE
GRAND CANYON UNIVERSITY	PHOENIX	ARIZONA	USA	12/1/2010	MEDICINE
GRAY, JOHN C. MD CENTER FOR NEUROSCIENCES	TUCSON	Arizona	USA	7/1/2006	MEDICINE
GRAYBILL, DANIEL A. MD	TUCSON	Arizona	USA	5/1/2000	MEDICINE
GREATER LAWRENCE FAMILY HEALTH CENTER, INC.	LAWRENCE	MASSACHUSETTS	USA	11/1/2010	MEDICINE
GRECO, ANTHONY, D, MD	SHOW LOW	ARIZONA	USA	6/1/2012	MEDICINE
GREENLEE COUNTY HEALTH DEPT FOR GILA HLTH RESOURES	MORENCI	AZ	USA	9/1/2005	MEDICINE
GREGORY, PAULN F. MD	TUCSON	Arizona	USA	5/1/2000	MEDICINE
GREIFF, VICKI L., M.D.	GREEN VALLEY	ARIZONA	USA	9/6/2010	MEDICINE
GUERRA, ROBERT J MD PRESIDIO SURGICAL GROUP	TUCSON	Arizona	USA	1/1/2002	MEDICINE
H. LEE MOFFITT CANCER CENTER	TAMPA	FLORIDA	USA	1/1/2015	MEDICINE
HACIENDA HEALTHCARE	PHOENIX	ARIZONA	USA	1/24/2011	AHSC
HACKETT HEMWALL FOUNDATION	MADISON	WISCONSIN	USA	3/5/2010	MEDICINE
HALLUM, ALTON V. III MD	TUCSON	Arizona	USA	7/1/2001	MEDICINE
HALPE, DUDLEY C.E., M.D.	PHOENIX	ARIZONA	USA	7/1/2002	MEDICINE
HAMBLIN, SCOTT, M.D.	EAGAR	ARIZONA	USA	6/1/2011	MEDICINE
HAN UNIVERSITY OF TRADITIONAL MEDICINE	TUCSON	ARIZONA	USA	11/1/2014	AHSC
HANA COMMUNITY HEALTH CENTER	HANA	HAWAII	USA	4/1/2004	MEDICINE
HANDMAKER JEWISH SERVICES FOR THE AGING	TUCSON	ARIZONA	USA	11/1/2011	AHSC
HARBORVIEW MEDICAL CENTER	SEATTLE	WASHINGTON	USA	1/1/2012	MEDICINE
HARDING, RICHARD J., MD	PHOENIX	ARIZONA	USA	9/1/2014	MEDICINE
HARRINGTON, TIMOTHY	PHOENIX	ARIZONA	USA	2/1/2003	MEDICINE
HARTLEY, BARBARA, M.D.	BENSON	ARIZONA	USA	6/1/2011	MEDICINE
HARVARD MEDICAL SCHOOL	BOSTON	MASSACHUSETTS	USA	9/24/2007	MEDICINE
HAUN, JOHN, M.D.	ELFRIDA	ARIZONA	USA	7/1/2006	MEDICINE
HAWAII PACIFIC HEALTH	HONOLULU	HAWAII	USA	12/1/2014	AHSC
HEALTH CARE INNOVATIONS, INC (AKA BENSON AMBULANCE	BENSON	ARIZONA	USA	1/1/2006	MEDICINE
HEALTH FRONTIERS	KENYON	MINNESOTA	USA	3/3/2006	MEDICINE
HEALTH SERVICES ADVISORY GROUP, INC.	PHOENIX	Arizona	USA	3/1/2014	MEDICINE
HEALTHSOUTH CORPORATION	BIRMINGHAM	ALABAMA	USA	7/1/2009	AHSC

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HEALTHSOUTH REHABILITATION INSTITUTE OF TUCSON	TUCSON	ARIZONA	USA	7/1/2000	AHSC
HEALTHSOUTH SURGERY CENTER	TUCSON	ARIZONA	USA	8/1/2003	MEDICINE
HEALTHWEST PARTNERS, INC. dba SOUTHWEST PET INSTIT	TUCSON	ARIZONA	USA	7/1/2007	MEDICINE
HEATON, JANE, M.D.	TUCSON	ARIZONA	USA	11/1/2002	MEDICINE
HECTOR, MELVIN G. MD	TUCSON	Arizona	USA	5/1/2000	MEDICINE
HELENA PEDIATRIC CLINIC, PC	HELENA	MONTANA	USA	11/1/2010	MEDICINE
HELIOS INTEGRATED MEDICINE	BOULDER	COLORADO	USA	4/1/2009	MEDICINE
HENNEPIN COUNTY MEDICAL CENTER	MINNEAPOLIS	MINNESOTA	USA	9/20/2009	MEDICINE
HENRICKS, CAROL L. MD	TUCSON	Arizona	USA	5/1/2000	MEDICINE
HENRY E. BIANCHI, M.D., FAAP	TUCSON	ARIZONA	USA	2/17/2005	MEDICINE
HENRY FORD HOSPITAL AND MEDICAL CENTER	DETROIT	MICHIGAN	USA	9/25/2000	MEDICINE
HILLSIDE HEALTHCARE CENTER	TOLEDO DISTRICT	BELIZE	CENTRAL AMERICA	10/1/2006	MEDICINE
HIMALAYAN HEALTH EXCHANGE	DECATUR	GEORGIA	USA	8/1/2012	MEDICINE
HODGES EYE CARE AND SURGICAL CENTER	TUCSON	ARIZONA	USA	7/1/2011	MEDICINE
HOLY CROSS HOSPITAL (CARONDELET HEALTH NETWORK)	NOGALES	ARIZONA	USA	9/1/2010	MEDICINE
HOPI HEALTH CARE CENTER	POLACCA	ARIZONA	USA	2/1/2006	AHSC
HOPI TRIBE WOMEN'S HEALTH	KYKOTSMOVI	ARIZONA	USA	9/1/2006	AHSC
HOPSITALITO ATITLAN	SANTIAGO ATITLAN	GUATEMALA	CENTRAL AMERICA	2/13/2006	MEDICINE
HORN, MICHAEL, D.O.	SAN FRANCISCO	CALIFORNIA	USA	11/1/2011	MEDICINE
HOSPICE OF THE VALLEY	PHOENIX	ARIZONA	USA	1/1/2012	AHSC
HOSPITAL FOR SICK CHILDREN	TORONTO	ONTARIO	CANADA	4/1/2015	MEDICINE
HOSPITAL GENERAL DE ENSENADA	ENTRE CALLES PADILLA Y GRANADA		MEXICO	2/1/2011	MEDICINE
HOSPITAL GENERAL DR. AURELIO VALDVIESO	COLONIA REFORMA	OAXACA	OAXACA	5/8/2003	MEDICINE
HOSPITAL ITALIANO	BUENOS AIRES		ARGENTINA	11/1/2003	MEDICINE
HOSPITAL NACIONAL SUR ESTE DE ES SALUD	CUSCO	PERU	PERU	1/1/2006	MEDICINE
HOSPITALISTS OF ARIZONA, INC.	NORTH HOLLYWOOD	CALIFORNIA	USA	3/1/2010	AHSC
HOWARD UNIVERSITY COLLEGE OF MEDICINE	WASHINGTON	DC	USA	9/1/2008	MEDICINE
HUD JOSEPH, M.D.	TUCSON	Arizona		7/1/2006	MEDICINE
HUMANITY FOR CHILDREN (US SPONSOR)	SEATTLE	WASHINGTON	RWANDA	10/18/2010	MEDICINE
ST. ELIZABETH MEDICAL CENTER	UTICA	NEW YORK	USA	5/3/2004	MEDICINE
TRIPLER MEDICAL CENTER	TRPLER AMC	HAWAII	USA	8/1/2003	MEDICINE
IASIS HEALTHCARE HOLDINGS, INC.	PHOENIX	ARIZONA	USA	1/1/2011	AHSC
IGANGA HOSPITAL	IGANGA		UGANDA	4/1/2011	MEDICINE
IGANGA MUNICIPAL HEALTH CENTER	IGANGA		UGANDA	4/1/2011	MEDICINE
INDIAN HEALTH SERVICES AT SELLS - UPHHK	SELLS	ARIZONA	USA	7/1/2006	MEDICINE
INDIANA UNIV SCHOOL OF MEDICINE	INDIANAPOLIS	INDIANA	USA	6/1/2011	MEDICINE

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INDIANA UNIVERSITY HEALTH BALL MEMORIAL HEALTH HOS	MUNCIE	INDIANA	USA	9/22/2014	MEDICINE
INDIANA UNIVERSITY SCHOOL OF MEDICINE	INDIANAPOLIS	INDIANA	USA	6/1/2011	MEDICINE
INDIVIDUAL ACHIEVEMENTS ASSOCIATION dbaGAITWAY FND	TUCSON	ARIZONA	USA	9/1/2014	AHSC
INNOVATIVE PRIMARY CARE, LLC	GILBERT	ARIZONA	USA	10/1/2014	AHSC
INSTITUTE FOR BONE & JOINT DISORDERS	PHOENIX	Arizona	USA	3/1/2006	MEDICINE
INSTITUTO CULTURAL OAXACA	OAXACA DE JUAREZ	OAXACA	MEXICO	7/26/2010	MEDICINE
INSTITUTO NACIONAL ENFERMEDADES	SUROQUILLO	LIMA	PERU	12/1/2003	MEDICINE
INTEGRATED MEDICAL SERVICES, INC.	PHOENIX	ARIZONA	USA	6/1/2014	AHSC
INTERMOUNTAIN CENTERS FOR HUMAN DEVELOPMENT	TUCSON	ARIZONA	USA	6/1/2003	MEDICINE
INTERNAL MEDICINE ASSOCIATES	SHOW LOW	ARIZONA	USA	5/15/2008	MEDICINE
INTERNATIONAL RESCUE COMMITTEE	TUCSON	ARIZONA	USA	2/1/2014	AHSC
ISAIAS DE GUZMAN PAJA, JR., MD, INC.	LOS ANGELES	CALIFORNIA	USA	8/1/2014	AHSC
J. MICHAEL HOLDER, D.O., LTD.	PHOENIX	ARIZONA	USA	1/1/2015	AHSC
JABCZENSKI, FELIX JR MD	TUCSON	Arizona	USA	7/1/2005	MEDICINE
JACKSON PEDIATRICS, P.C.	JACKSON	WYOMING	USA	8/2/2003	MEDICINE
JACKSON, KENNETH, M.D.	KINGMAN	ARIZONA	USA	6/1/2011	MEDICINE
JALOWSKY, HERBERT, M.D.	TUCSON	ARIZONA	USA	11/29/2010	MEDICINE
JAMES LEVI, M.D.	TUCSON	ARIZONA	USA	10/12/2004	MEDICINE
JAMES R. BOYED, M.D.	TUCSON	ARIZONA	USA	4/1/2013	MEDICINE
JEAN PAUL H. BIERNY, M.D.	TUCSON	AZ	USA	1/1/2002	MEDICINE
JEFFERSON MEDICAL COLLEGE	PHILADELPHIA	PENNSYLVANIA	USA	7/1/2011	MEDICINE
JENKINS, JODY, M.D.	SIERRA VISTA	ARIZONA	USA	6/1/2011	MEDICINE
JENNIFER SLOCUM WAARA, M.D.	PRESCOTT	ARIZONA	USA	9/1/2014	AHSC
JESSOP, DARREL, MD	MARANA	ARIZONA	USA	5/1/2000	MEDICINE
JILL A. COHEN, M.D., INC.	TUCSON	ARIZONA	USA	1/31/2010	MEDICINE
JOAN & SANFORD I. WEILL MEDICAL COLLEGE (CORNELL)	NEW YORK	NEW YORK	USA	8/1/2010	MEDICINE
JOHN BOULET, JR., M.D.	TUCSON	ARIZONA	USA	2/21/2005	MEDICINE
JOHN C. LINCOLN HEALTH NETWORK	PHOENIX	ARIZONA	USA	5/1/2012	AHSC
JOHN CARTER, M.D.	TUCSON	ARIZONA	USA	10/12/2004	MEDICINE
JOHN H. STROGER JR. OF COOK COUNTY	CHICAGO	ILLINOIS	USA	9/1/2014	MEDICINE
JOHNSON, KENNETH R MD, PALO VERDE SURGICAL ASSO	TUCSON	Arizona	USA	1/1/2002	MEDICINE
JOHNSTON, CANDACE, MD, PC	SCOTTSDALE	ARIZONA	USA	9/1/2008	MEDICINE
JONATHAN GREENFELD, M.D.	TUCSON	ARIZONA	USA	2/17/2005	MEDICINE
JONATHAN M. LEVY, M.D.	SCOTTSDALE	AZ	USA	1/1/2002	MEDICINE
JONES, SUSAN, M.D.	SAFFORD	ARIZONA	USA	3/1/2004	MEDICINE
JUDITH BELLOWS, M.D.	TUCSON	ARIZONA	USA	2/17/2005	MEDICINE
JULIAN BALLESTEROS, M.D.	TUCSON	ARIZONA	USA	1/1/2012	MEDICINE
KACHINA FAMILY PRACTICE	PHOENIX	ARIZONA	USA	8/9/2010	MEDICINE
KAISER FOUNDATION HOSP-PERMANENTE SOUTHERN CA	PASADENA	CALIFORNIA	USA	3/1/2012	MEDICINE

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KAISER FOUNDATION HOSPITALS/PERMANENTE MED GROUP				7/19/2010	MEDICINE
KALAMAZOO CENTER FOR MEDICAL STUDIES-KCMS	KALAMAZOO	MICHIGAN	USA	1/25/2008	MEDICINE
KAPLAN FAMILY CARE CENTER	SIERRA VISTA	ARIZONA	USA	10/1/2014	AHSC
KARRA, RAMESH, M.D.	TUCSON	Arizona	USA	12/1/2005	MEDICINE
KARRA, RAMESH, MD-PRECEP	ELFRIDA	ARIZONA	USA	6/1/2007	MEDICINE
KARTCHNER, GLEN R. MD	TUCSON	Arizona	USA	5/1/2000	MEDICINE
KATHY SMITH, M.D., PLLC	TUCSON	ARIZONA	USA	11/1/2010	MEDICINE
KATZENSTEIN, WENDY M.D.	COTTONWOOD	ARIZONA	USA	3/1/2004	MEDICINE
KEATING, KRISTY, NP	TUCSON	ARIZONA	USA	6/1/2014	AHSC
KEITH R. KABACK, M.D.	TUCSON	ARIZONA	USA	10/12/2004	MEDICINE
KENNETH JACKSON, M.D.	KINGMAN	ARIZONA	USA	6/1/2011	MEDICINE
KEVIN BAN, MD (INTERNATIONAL PRECEPTOR)	FLORENCE		ITALY	5/1/2008	MEDICINE
KEVIN POUNDS, M.D.	TUCSON	ARIZONA	USA	2/18/2005	MEDICINE
KHALED HADELI, MD - TUCSON PULMONOLOGY, PC	TUCSON	ARIZONA	USA	7/1/2006	MEDICINE
KIEFER, GARY, M.D.	SCOTTSDALE	ARIZONA	USA	12/13/2010	MEDICINE
KIEU, CHAN MD (AAP CHAPTER 4)	GARDEN GROVE	CALIFORNIA	US	3/1/2007	MEDICINE
KINDRED HOSPITAL	TUCSON	ARIZONA	USA	10/15/2003	AHSC
KINGMAN HOSPITAL, INC DBA KINGMAN REGIONAL MED CTR	KINGMAN	ARIZONA	USA	1/1/2005	AHSC
KINGMAN REGIONAL MEDICAL CENTER	KINGMAN	ARIZONA	USA	3/20/2009	MEDICINE
KIRKPATRICK, DOUG MD	TUCSON	Arizona	USA	5/1/2000	MEDICINE
KLEMMEDSON, DANIEL J. M.D.	TUCSON	Arizona	USA	4/1/2000	MEDICINE
KLIGMAN, EVAN M.D.	TUCSON	ARIZONA	USA	1/1/2012	MEDICINE
KOSS, PAUL G., MD	TUCSON	Arizona	USA	5/1/2000	MEDICINE
KRAMER, THERESA R. M.D.	TUCSON	ARIZONA	USA	9/1/2011	MEDICINE
LA CLINICA CARMEN	OAXACA DE JUAREZ	OAXACA	MEXICO	11/1/2003	MEDICINE
LA FRONTERA CENTER, INC.	TUCSON	ARIZONA	USA	11/1/2011	AHSC
LA MAESTRA FAMILY CLINIC, DBA LA MAESTRA COMMUNITY	SAN DIEGO	CALIFORNIA	USA	4/1/2012	AHSC
LACY, MARK M.D.	FLAGSTAFF	ARIZONA	USA	2/13/2006	MEDICINE
LAMM. DON, MD, BCG ONCOLOGY, PC	PHOENIX	ARIZONA	USA	5/10/2010	MEDICINE
LANCASTER GENERAL HOSPITAL	LANCASTER	PA	USA	8/1/2011	MEDICINE
LANCIERS, SOPHIE, M.D.	TUCSON	ARIZONA	USA	7/1/2006	MEDICINE
LANDSTUH REGIONAL MEDICAL CENTER	CMR 402	APO AE	GERMANY	3/15/2001	AHSC
LAUDONIO, FRANK, JR., M.D.	TUCSON	ARIZONA	USA	4/15/2011	MEDICINE
LAURIE THOMAS, M.D.	TUCSON	ARIZONA	USA	10/12/2004	MEDICINE
LAVOR, MICHAEL A. MD	TUCSON	Arizona	USA	5/1/2000	MEDICINE
LAWALL, JOHN S. MD	TUCSON	Arizona	USA	5/1/2000	MEDICINE
LEDESMA, JAIME, MD	TUCSON	ARIZONA	USA	1/1/2014	MEDICINE
LEE, EUN MIN, MD	TUCSON	ARIZONA	USA	7/1/2013	AHSC
LEE, MARC, M.D.	PHOENIX	ARIZONA	USA	8/9/2010	MEDICINE
LEE, MELISSA, MD-PRECEP	CHINLE	ARIZONA	USA	6/1/2007	MEDICINE
LELAND STANFORD JUNIOR UNIVERSITY	STANFORD	CALIFORNIA	USA	8/1/2005	MEDICINE
LEVINE, JASON, MD	TUCSON	ARIZONA	USA	1/4/2010	MEDICINE
LEWANDROWSKI, KAI-UWE M.D. (ADVND SPINAL SURGERY)	TUCSON	ARIZONA	USA	6/12/2007	MEDICINE

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LIAONING UNIVERSITY OF TRADITIONAL CHINESE MED.	SHENYANG	LIAONING	CHINA	7/1/2009	MEDICINE
LIFE CARE CENTERS OF AMERICA	TUCSON	ARIZONA	USA	6/1/2011	AHSC
LIFESCAPE MEDICAL ASSOCIATES, P.C.	SCOTTSDALE	ARIZONA	USA	8/30/2010	MEDICINE
LINDA L. RIORDAN, MD	TUCSON	ARIZONA	USA	8/1/2001	MEDICINE
LIVI, JORDI SPARTACO, M.D.	SCOTTSDALE	ARIZONA	USA	8/29/2010	MEDICINE
LOEWENSTEIN, ROY, M.D.	TUCSON	ARIZONA	USA	1/1/2014	AHSC
LOMA LINDA UNIVERSITY SCHOOL OF MEDICINE	LOMA LINDA	CALIFORNIA	USA	5/1/2013	MEDICINE
LONG BEACH MEMORIAL MEDICAL CENTER	LONG BEACH	CALIFORNIA	USA	4/1/2006	MEDICINE
LOUISIANA STATE UNIV HSC AT SHREVEPORT	SHREVEPORT	LOUISIANA	USA	3/1/2014	MEDICINE
LOUISIANA STATE UNIVERSITY HEALTH SCIENCES CENTER	New Orleans	LOUISIANA	USA	10/1/2011	MEDICINE
LOUISIANA STATE UNIVERSITY SCHOOL OF MEDICINE SHRE	SHREVEPORT	LOUISIANA	USA	11/20/2006	MEDICINE
LOWER LIGHTS CHRISTIAN HEALTH CENTER	COLUMBUS	OHIO	USA	8/23/2010	MEDICINE
LOYOLA UNIVERSITY CHICAGO STRITCH SOM	MAYWOOD	ILLINOIS	USA	8/1/2014	MEDICINE
LUCAS, KIM, M.D. - INTEGRATED ASSOCIATES IN MEDICI	TEMPE	ARIZONA	USA	8/1/2011	MEDICINE
LYNCHBURG GENERAL HOSPITAL	LYNCHBURG	VA	USA	9/1/2002	MEDICINE
MAGELLAN HEALTH SERVICES OF ARIZONA, INC	PHOENIX	ARIZONA	USA	7/15/2008	AHSC
MAIN STREET FAMILY PRACTICE	FLORENCE	AZ	USA	7/1/2011	MEDICINE
MAINE MEDICAL CENTER	PORTLAND	MAINE	USA	10/25/2004	MEDICINE
MALLIN, BRUCE A. , INSTITUTE FOR BONE AND JOINT DI	PHOENIX	ARIZONA	USA	7/12/2002	MEDICINE
MALONE, JAMES M, MD	SCOTTSDALE	ARIZONA.	USA	7/1/2002	MEDICINE
MAMMOTH HOSPITAL	MAMMOTH LAKES	CALIFORNIA	USA	10/1/2011	AHSC
MANORCARE HEALTH SERVICES	TUCSON	ARIZONA	USA	11/1/2009	MEDICINE
MARANA UNIFIED SCHOOL DISTRICT	MARANA	ARIZONA	USA	5/1/2009	MEDICINE
MARIAS, COLEEN, M.D.	TUCSON	ARIZONA	USA	1/15/2002	MEDICINE
MARICOPA COUNTY (PUBLIC, ENVIRON & CORRECTIONAL)	PHOENIX	ARIZONA	USA	7/1/2005	AHSC
MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT	TEMPE	ARIZONA	USA	10/20/2014	MEDICINE
MARICOPA INTEGRATED HEALTH SYSTEM	PHOENIX	ARIZONA	USA	3/1/2011	MEDICINE
MARICOPA INTERGRATED HEALTH SYSTEM	PHOENIX	ARIZONA	USA	7/1/2012	AHSC
MARIPOSA COMMUNITY HEALTH CENTER	TUCSON	Arizona	USA	8/1/2011	MEDICINE
MARKS, SHELDON H.F., M.D.	TUCSON	ARIZONA	USA	9/1/2002	MEDICINE
MARSHALL UNIVERSITY MEDICAL CENTER	HUNTINGTON	WEST VIRGINIA	USA	8/25/2008	MEDICINE
MARTIN, JOHN, M.D.	PHOENIX	Arizona	USA	1/15/2002	MEDICINE
MARTINEZ, ERICK R. MD	YUMA	Arizona	USA	11/20/2000	MEDICINE
MARTINEZ, JIM P MD	TUCSON	Arizona	USA	5/1/2000	MEDICINE

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MARYVALE PEDIATRIC SPECIALISTS, LLC	PHOENIX	ARIZONA	USA	8/29/2011	MEDICINE
MARYVALE SPECIALTY FAMILY MEDICINE	PHOENIX	ARIZONA	USA	9/1/2008	MEDICINE
MASSEY, BRANDON Z., M.D.	TUCSON	ARIZONA	USA	1/4/2010	MEDICINE
MATIN, VAFA, DO, AOBFP (CARE MD)	SCOTTSDALE	ARIZONA	USA	6/1/2014	AHSC
MATTHEW HINTON, M.D.	PRESCOTT	ARIZONA	USA	6/1/2011	MEDICINE
MAY, JACQUELINE, MD -PRECEP	CASA GRANDE	ARIZONA	USA	6/1/2007	MEDICINE
MAYBERRY, RALPH M.D.	SIERRA VISTA	ARIZONA	USA	6/1/2012	MEDICINE
MAYO CLINIC ARIZONA	SCOTTSDALE	ARIZONA	USA	10/1/2012	AHSC
MAYO CLINIC ARIZONA - Perfusionst Sciences Graduate	ROCHESTER	MINNESOTA	USA	1/1/2015	MEDICINE
MAYO CLINIC JACKSONVILLE	JACKSONVILLE	FLORIDA	USA	8/30/2010	MEDICINE
MAYO CLINIC THROUGH ITS MAYO MEDICAL SCHOOL	ROCHESTER	MINNESOTA	USA	9/1/2014	MEDICINE
MAYO CLINICS-MEDICAL STUDENTS	ROCHESTER	MINNESOTA	USA	10/1/2012	MEDICINE
MAYO FOUNDATION D/B/A MAYO MEDICAL SCHOOL	ROCHESTER	MINNESOTA	USA	4/4/2005	MEDICINE
MBNGO BAPTIST HOSPITAL	NORTH WEST REGION	CAMEROON	WEST AFRICA	4/1/2015	MEDICINE
MCCOLGIN, ANN, M.D., CORNEA ASSOCIATES, PLLC	TUCSON	ARIZONA	USA	4/1/2014	MEDICINE
MCGARVEY, SCOTT, MD-PRECEP	CHINLE	ARIZONA	USA	6/1/2007	MEDICINE
MCKERMAN, PAUL D., M.D.	GLENDALE	ARIZONA	USA	11/1/2002	MEDICINE
MCMORRAN, ELIZABETH A.,NP,LLC (AZ CHILDREN ASSOC)	GILBERT	ARIZONA	USA	1/1/2015	AHSC
MCNAMARA, CYNTHIA MD	CHINLE	ARIZONA	USA	6/26/2000	MEDICINE
MCNEIL, KATHRYN, MSN, PMHNP, FNP (ZONA INTEGRATED)	TUCSON	ARIZONA	USA	8/1/2014	AHSC
MEANEY, JOHN MD	TUCSON	Arizona	USA	6/1/2002	MEDICINE
MED COL OF VIRGINIA, COMMONWEALTH UNIVERSITY	RICHMOND	VIRGINIA	USA	9/25/2006	MEDICINE
MEDICAL CLINIC OF BIG SKY MONTANA	BIG SKY	MONTANA	USA	6/1/2012	MEDICINE
MEDICAL COLLEGE OF GEORGIA	AUGUSTA	GEORGIA	USA	9/1/2013	MEDICINE
MEDICAL COLLEGE OF OHIO	TOLEDO	OHIO	USA	7/1/2005	MEDICINE
MEDICAL COLLEGE OF WISCONSIN	MILWAUKEE	WISCONSIN	USA	8/1/2007	MEDICINE
MEDICAL COLLEGE OF WISCONSIN AFFILIATIED HOSPITALS	MILWAUKEE	WISCONSIN	USA	1/1/2011	MEDICINE
MEDICAL SERVICES OF PRESCOTT	PRESCOTT	ARIZONA	USA	9/1/2009	MEDICINE
MEDICAL UNIVERSITY OF SOUTH CAROLINA	CHARLESTON	SOUTH CAROLINA	USA	8/1/2013	MEDICINE
MELMED, RAUN MD	SCOTTSDALE	ARIZONA	USA	6/1/2002	MEDICINE
MEMORIAL MEDICAL CENTER	JOHNSTOWN	PENNSYLVANIA	USA	2/1/2008	MEDICINE
MEMORIAL SLOAN KETTERING CANCER CENTER	NEW YORK	NEW YORK	USA	7/1/2000	MEDICINE
MENICK, FREDERICK J. MD	Tucson	Arizona	USA	8/1/2011	MEDICINE
MERCY HEALTH SYSTEM	JANESVILLE	WISCONSIN	USA	10/1/2011	MEDICINE
MERCY HOSPITAL AND MEDICAL CENTER	CHICAGO	ILLINOIS	USA	5/1/2011	MEDICINE
MERIDIAN FAMILY CARE, LLD	TUALATIN	OREGON	USA	12/1/2011	MEDICINE

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MERRELL, WILLIAM, E., M.D.	PRESCOTT	ARIZONA	USA	3/11/2008	MEDICINE
MEYER, WILLIAM MD	TUCSON	Arizona	USA	1/15/2002	MEDICINE
MICHAEL DUPERRET, M.D.	TUCSON	ARIZONA	USA	10/12/2004	MEDICINE
MICHAEL JEAN, M.D.	TUCSON	ARIZONA	USA	2/18/2005	MEDICINE
MICHAEL MARICIC, M.D.	TUCSON	ARIZONA	USA	8/1/2012	MEDICINE
MICHAEL MILLER, M.D.	TUCSON	ARIZONA	USA	2/18/2005	MEDICINE
MICHIGAN STATE UNIVERSITY COLLEGE OF HUMAN MED.	EAST LANSING	MICHIGAN	USA	7/1/2010	MEDICINE
MICHIGAN STATE UNIVERSITY COLLEGE OF OSTEOPATHIC	EAST LANSING	MICHIGIAN	USA	9/1/2013	MEDICINE
MIDDLEMORE HOSPITAL	OTAHUHU	AUCKLAND	NEW ZEALAND	1/12/2011	MEDICINE
MIDDLESEX HOSPITAL	MIDDLETOWN	CONNECTICUT	USA	1/28/2008	MEDICINE
MIDWESTERN UNIVERSITY COLLEGE OF OSTEOPATHIC MED	GLENDALE	ARIZONA	USA	4/1/2014	MEDICINE
MIGUEL ANGEL ASTURIAS SPANISH SCHOOL	PORTLAND	OREGON	USA	3/1/2015	MEDICINE
MIKLES, DEVIN, M.D.	SEDONA	ARIZONA	USA	6/1/2011	MEDICINE
MILLER, DAPHNE, MD	SAN FRANCISCO	CALIFORNIA	USA	4/1/2008	MEDICINE
MILLER, EDWARD J. D.O.	TUCSON	Arizona	USA	1/1/2000	MEDICINE
MILLER, MARTHA MD	TUCSON	Arizona	USA	6/1/2002	MEDICINE
MIMBRES MEMORIAL HOSPITAL	DEMING	NEW MEXICO	USA	5/19/2014	MEDICINE
MINERVA SPANISH SCHOOL AND CULTURAL CENTER	QUETZALTENANGO		GUATEMALA	10/1/2011	MEDICINE
MIRACLE SQUARE INDEP LIVING & CORONADO HOTEL APTS	TUCSON	ARIZONA	USA	1/22/2007	MEDICINE
MIRASOL EATING DISORDER RECOVERY CENTERS	TUCSON	ARIZONA	USA	7/1/2011	MEDICINE
MIREBALAIS UNIVERSITY HOSPITAL/PARTNERS IN HEALTH	BOSTON	MASSACHUSETTS	USA	12/1/2014	MEDICINE
MISSION OF MERCY	PHOENIX	ARIZONA	USA	5/1/2006	MEDICINE
MODESTA-KEYHANI, AMANDA, MD	PHOENIX	ARIZONA	USA	9/1/2008	MEDICINE
MOHAMMED SIKDER, M.D.	TUCSON	ARIZONA	USA	2/18/2005	MEDICINE
MOHR, JERRY, M.D., ASPEN SURGICAL , INC.	FLAGSTAFF	ARIZONA	USA	5/15/2008	MEDICINE
MOLOKAI GENERAL HOSPITAL	KAUNAKAI	HAWAII	USA	1/1/2009	MEDICINE
MONICA VALDEZ-DE LA CRUZ, MD	TUCSON	Arizona	USA	7/1/2006	MEDICINE
MONROE, JOHN, M.D., HEALTHY LIFE FAMILY MEDICINE	GOODYEAR	ARIZONA	USA	8/9/2010	MEDICINE
MONTEFIORE MEDICAL CENTER	BRONX	NEW YORK	USA	12/1/2008	AHSC
MORISHITA, MEGUMI MARGARET M.D.	EUGENE	OREGON	USA	2/17/2006	MEDICINE
MOSS ACUPUNCTURE	SAN FRANCISCO	CALIFORNIA	USA	7/16/2006	MEDICINE
MOUNT CLEMENS REGIONAL MEDICAL CENTER	MOUNT CLEMENS	MICHIGAN	USA	9/1/2009	MEDICINE
MOUNT SINAI HOSPITAL	CHICAGO	ILLINOIS	USA	10/25/2008	MEDICINE
MOUNT SINAI MEDICAL CENTER	MIAMI BEACH	FLORIDA	USA	6/1/2014	MEDICINE
MOUNTAIN AREA HEALTH EDUCATION CENTER	ASHEVILLE	NC	USA	2/19/2001	MEDICINE
MOUNTAIN PARK HEALTH CENTER	PHOENIX	ARIZONA	USA	8/29/2011	AHSC
MOUNTAIN VIEW FAMILY PHYSICIANS, PLLC	PHOENIX	ARIZONA	USA	8/9/2010	MEDICINE

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MOUNTAIN VISTA MEDICAL CENTER (IASIS)	MESA	ARIZONA	USA	1/1/2011	AHSC
MOYER, MARY, M.D.	PRESCOTT VALLEY	ARIZONA	USA	8/1/2010	MEDICINE
MRIDULA AGGARWAL, M.D.	TUCSON	ARIZONA	USA	2/21/2005	MEDICINE
MSU-MARQUETTE UPPER PENNINSULA HEC	MARQUETTE	MICHIGAN		10/23/2006	MEDICINE
MT. GRAHAM FAMILY PRACTICE	TUCSON	ARIZONA	USA	6/1/2011	MEDICINE
MT. GRAHAM REGIONAL MEDICAL CENTER	SAFFORD	ARIZONA	USA	1/1/2009	AHSC
MT. MERU REGIONAL HOSPITAL	ARUSHA	TANZANIA	AFRICA	1/1/2015	MEDICINE
MT.LEMMON FIRE DISTRICT	MT. LEMMON	ARIZONA	USA	1/12/2004	MEDICINE
MULTICARE HEALTH SYSTEM, A NONPROFIT WASHINGTON	GIG HARBOR	WASHINGTON	USA	8/1/2011	AHSC
MULTI-SPECIALTY PHYSICIANS	SURPRISE	ARIZONA	USA	9/2/2008	MEDICINE
MUNCY, GARY MD	SAFFORD	ARIZONA	USA	6/1/2002	MEDICINE
MUNDO SPANISH SCHOOL	ANTIGUA	GUATEMALA	CENTRAL AMERICA	2/1/2011	MEDICINE
MUSTY, TIM	TUCSON	ARIZONA	USA	9/1/2003	MEDICINE
N AZ HLTHCARE SOLUTIONS, PC dba FAMILY MED WALK-IN	CHINO VALLEY	ARIZONA	USA	11/1/2014	AHSC
NACA FAMILY HEALTH CENTER	FLAGSTAFF	ARIZONA	USA	12/1/2005	MEDICINE
NATIONAL INSTITUTES OF HEALTH MED STUDENTS ONLY	BETHESDA	MARYLAND	USA	3/24/2008	MEDICINE
NATIONAL OUTDOOR LEADERSHIP SCHOOL (NON-CLINICAL)	LANDER	WYOMING	USA	4/1/2015	MEDICINE
NATIONWIDE CHILDREN'S HOSP FKA THE CHILDREN'S HOSP	COLUMBUS	OHIO	USA	3/1/2005	MEDICINE
NATIVE AMERICAN COMMUNITY HEALTH CENTER, INC.	PHOENIX	ARIZONA	USA	6/1/2012	MEDICINE
NATIVE AMERICANS FOR COMM. ACTION FMLY HEALTH CNTR	FLAGSTAFF	ARIZONA	USA	12/1/2005	MEDICINE
NAUMANN, RAYMOND MD	TUCSON	Arizona	USA	6/1/2002	MEDICINE
NAVA, ANDREW, MD	PHOENIX	ARIZONA	USA	9/1/2008	MEDICINE
NAVAJO AREA INDIAN HEALTH SERVICE	WINDOW ROCK	ARIZONA	USA	4/18/2014	AHSC
NAVAL MEDICAL CENTER	SAN DIEGO	CA	USA	1/1/2011	MEDICINE
NAVAL MEDICAL CENTER PORTSMOUTH VIRGINIA	PORTSMOUTH	VIGINIA	USA	7/1/2014	MEDICINE
NEAL, DAVID D MD, PALO VERDE SURGICAL ASSOCIATES	TUCSON	Arizona	USA	1/1/2002	MEDICINE
NEIIGHBORHOOD HEALTH SERVICES CORPORATION	PLAINFIELD	NEW JERSEY	USA	12/21/2011	AHSC
NEONATOLOGY ASSOCIATES, LTD.	PHOENIX	ARIZONA	USA	6/1/2008	AHSC
NETLEY D'SOUZA, M.D.	TUCSON	ARIZONA	USA	6/1/2012	MEDICINE
NETWORK OF AIDS RESEARCHERS IN E & S AFRICA	NAIROBI	KENYA	AFRICA	5/21/2001	MEDICINE
NEUROPSYCHOLOGY, LTD.	TUCSON	ARIZONA	USA	7/1/2008	MEDICINE
NEW HOPE BEHAVIORAL HEALTH CENTER, INC.	MESA	ARIZONA	USA	8/1/2014	AHSC
NEW MEXICO SURGICAL ASSOCIATES	ALBUQUERQUE	NEW MEXICO	USA	9/1/2004	MEDICINE
NEW YORK MEDICAL COLLEGE	NEW YORK	NEW YORK	USA	1/1/2015	MEDICINE
NEW YORK MEDICAL COLLEGE	VALHALLA	NEW YORK	USA	9/1/2014	MEDICINE

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NEWARK BETH ISRAEL MEDICAL CENTER	NEWARK	NEW JERSEY	USA	9/1/2011	MEDICINE
NIA FOUNDATION - JOY CENTER	ADDIS ABABA		ETHIOPIA	3/1/2010	MEDICINE
NORTH COLORADO MEDICAL CENTER (BANNER HEALTH)	GREELEY	COLORADO	USA	9/22/2011	MEDICINE
NORTH COUNTRY HEALTHCARE	FLAGSTAFF	ARIZONA	USA	5/1/2009	AHSC
NORTH SCOTTSDALE PEDIATRIC ASSOCIATES, PC	SCOTTSDALE	ARIZONA	USA	4/1/2015	AHSC
NORTHEASTERN OHIO UNIVERSITIES COLLEGE OF MEDICINE	ROOTSTOWN	OHIO	USA	10/23/2012	MEDICINE
NORTHERN ARIZONA HEALTHCARE	FLAGSTAFF	ARIZONA	USA	4/1/2013	AHSC
NORTHERN ARIZONA MEDICAL GROUP, PLLC	KINGMAN	ARIZONA	USA	4/1/2014	AHSC
NORTHERN ARIZONA UNIV (PEDS PULMONARY GRANT TRNG)	FLAGSTAFF	ARIZONA	USA	7/1/2010	MEDICINE
NORTHERN COCHISE COMMUNITY HOSPITAL	WILLCOX	ARIZONA	USA	8/1/2012	AHSC
NORTHWEST CENTER FOR GERIATRIC MEDICINE, PC	TUCSON	ARIZONA	USA	12/15/2009	MEDICINE
NORTHWEST FIRE DISTRICT	TUCSON	Arizona	USA	12/1/2013	MEDICINE
NORTHWEST GYNECOLOGIC ONCOLOGY	EUGENE	OREGON	USA	5/1/2006	MEDICINE
NORTHWEST HOSPITAL d/b/a NORTHWEST MEDICAL CENTER	TUCSON	ARIZONA	USA	6/1/2013	MEDICINE
NORTHWEST TUCSONSURGERY CENTER	TUCSON	ARIZONA	USA	8/1/2011	MEDICINE
NORTHWEST WOMEN'S SPECIALISTS	TUCSON	Arizona	USA	1/1/2002	MEDICINE
NORTHWESTERN UNIVERSITY, FEINBERG SCHOOL OF MEDI	CHICAGO	ILLINOIS	USA	8/1/2014	MEDICINE
NORTON, THOMAS MD	TUCSON	ARIZONA	USA	7/1/2000	MEDICINE
NOTTMEIER, ERIC MD	PHOENIX	Arizona	USA	6/1/2002	MEDICINE
NOURI, SOHEILA, M.D., IPC	TUCSON	Arizona	USA	7/1/2006	MEDICINE
OAKLAND CHILDREN'S HOSPITAL	OAKLAND	CALIFORNIA	USA	7/1/2002	MEDICINE
OAKWOOD HOSPITAL & MEDICAL CENTER	DEARBORNE	MI	USA	12/1/2011	AHSC
OBSTETRIX MEDICAL GROUP OF ARIZONA	PHOENIX	Arizona	USA	3/1/2006	AHSC
OBSTETRIX MEDICAL GROUP OF ARIZONA, PC	TUCSON	Arizona	USA	4/1/2012	AHSC
OCEAN SPRINGS HOSPITAL	OCEAN SPRINGS	MISSISSIPPI	USA	8/1/2003	MEDICINE
OCHOA, GABRIELLE, M.D.	TUCSON	ARIZONA	USA	4/1/2003	MEDICINE
OCHOA, RICKY, M.D., YUMA VALLEY FAMILY MEDICINE	YUMA	ARIZONA	USA	3/1/2014	AHSC
OCOTILLO FAMILY MEDICINE, PLLC	CHANDLER	ARIZONA	USA	8/1/2012	MEDICINE
ODETTE, WILLIAM M.D.	TUCSON	ARIZONA	USA	6/1/2002	MEDICINE
OGG, BRUCE MD	TUCSON	Arizona	USA	7/1/2006	MEDICINE
OHIO UNIVERSITY COLLEGE OF OSTEOPATHIC MEDICINE	ATHENS	OHIO	USA	11/1/2010	MEDICINE
OKLAHOMA STATE UNIV., COLLEGE OF OSTEOPATHIC MED	TULSA	OKLAHOMA	USA	1/1/2011	MEDICINE
OLD PUEBLO ANESTHESIA	TUCSON	ARIZONA	USA	3/1/2006	MEDICINE
OLD PUEBLO UROLOGY	TUCSON	Arizona	USA	4/1/2004	MEDICINE

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OREGON HEALTH & SCIENCES UNIVERSITY	PORTLAND	OREGON	USA	9/27/2011	MEDICINE
OREGON MEDICAL GROUP	SPRINGFIELD	OREGON	USA	5/1/2006	MEDICINE
OREGON UROLOGY INSTITUTE	SPRINGFIELD	OREGON	USA	8/15/2006	MEDICINE
ORO VALLEY HOSPITAL (NORTHWEST MED CTR)	ORO VALLEY	ARIZONA	USA	3/14/2005	AHSC
ORO VALLEY PEDIATRICS, PC	ORO VALLEY	ARIZONA	USA	5/1/2014	AHSC
O'ROURKE, TAYLOR, MD	SPRINGERVILLE	ARIZONA	USA	6/1/2007	MEDICINE
ORTHO SURG ONC OF AZ (fka ORTHO ONC, PLLC)	PHOENIX	ARIZONA	USA	9/1/2012	MEDICINE
ORTHOPAEDIC ONCOLOGY, PLLC	PHOENIX	ARIZONA		9/25/2006	MEDICINE
ORTHOPAEDIC SURCIAL ONLCOLOGY OF ARIZONA	PHOENIX	ARIZONA	USA	9/1/2012	MEDICINE
ORTHOPEDIC CLINIC ASSOCIATION	PHOENIX	ARIZONA	USA	3/1/2009	MEDICINE
OSBURN, JEFFREY MD (PRESCOTT WOMEN'S CLINIC)	PRESCOTT	ARIZONA	US	5/30/2007	MEDICINE
OUR FAMILY	TUCSOSN	ARIZONA	USA	11/1/2011	MEDICINE
OUR TOWN FAMILY CENTERS	TUCSON	ARIZONA	USA	10/1/2002	MEDICINE
PAAR, GYPSY, M.D.	GILBERT	ARIZONA	USA	8/9/2010	MEDICINE
PACHOLKA, ROGER. M.D. FACEP	XENIA	OHIO	USA	1/30/2012	MEDICINE
PADILLA, RITO SALVADOR M.D.	TRUJILLO, COLON	HONDURAS	HONDURAS	3/4/2000	MEDICINE
PAGE HOSPITAL (BANNER)	PAGE	ARIZONA	US	7/1/2009	AHSC
PAIN INSTITUTE OF SOUTHERN ARIZONA	TUCSON	ARIZONA	USA	6/1/2012	AHSC
PANTANO BEHAVIORAL HEALTH SERVICES	TUCSON	ARIZONA	USA	9/20/2010	MEDICINE
PARADISE VALLEY ALLERGY ASSOCIATES	SCOTTSDALE	ARIZONA	USA	10/10/2008	MEDICINE
PARK, SUZI CHI	TUCSON	Arizona	USA	1/15/2002	MEDICINE
PARTNERS IN MEDICINE, PC	PHOENIX	ARIZONA	USA	7/1/2007	MEDICINE
PASADERA BEHAVIORAL HEALTH NETWORK	TUCSON	ARIZONA	USA	5/1/2014	AHSC
PASEO FAMILY PHYSICIANS, LTD.	GLENDALE	ARIZONA	USA	8/9/2010	MEDICINE
PATEL, SANTSRAN C., MD -PATEL MEDICAL CLINIC, PLLC	SIERRA VISTA	ARIZONA	USA	1/1/2015	AHSC
PATEL, SHAMIL, MD	GLENDALE	ARIZONA	USA	9/1/2014	MEDICINE
PATRICIA R. REIFF, MD, PC	PHOENIX	ARIZONA	USA	7/1/2014	AHSC
PAUL, SIMON, MD	TUCSON	Arizona	USA	7/1/2006	MEDICINE
PAXTON, DONALD, MD	PHOENIX	Arizona	USA	8/1/2013	AHSC
PAYSON REGINAL MEDICAL CENTER	PAYSON	ARIZONA	USA	8/1/2012	MEDICINE
PEACEWORK MEDICAL PROJECTS	PHOENIX	ARIZONA	USA	1/14/2012	MEDICINE
PEDIATRIC UROLOGY ASSOCIATES	PHOENIX	ARIZONA	USA	7/1/2009	MEDICINE
PEDIATRIX OBSTETRIX MEDICAL GROUP	PHOENIX	ARIZONA	USA	12/1/2004	AHSC
PEDRO R. RODRIQUZ-GUGGIARI, MD	SUN CITY	ARIZONA	USA	8/1/2014	MEDICINE
PENN STATE UNIVERSITY COLLEGE OF MEDICINE	HERSHEY	PENNSYLVANIA	USA	9/1/2009	MEDICINE
PENSE, STANLEY M.D.	YUMA	ARIZONA	USA	2/14/2001	MEDICINE
PERRIAN, ALEX M., MD (NEW PUEBLO MEDICINE)	TUCSON	ARIZONA	USA	7/1/2014	AHSC
PETERSON, STEPHEN, M.D.	CHICO	CALIFORNIA	USA	6/28/2010	MEDICINE

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PHC-LAKE HAVASU, INC. D/B/A HAVASU REGIONAL MED CR	LAKE HAVASU CITY	ARIZONA	USA	4/1/2005	MEDICINE
PHILADELPHIA HEALTH AND EDUC CORP- DREXEL UNIV	PHILADELPHIA	PENNSYLVANIA	USA	8/1/2012	MEDICINE
PHOENIX AREA INDIAN HEALTH SERVICE	PHOENIX	ARIZONA	USA	4/1/2015	MEDICINE
PHOENIX AREA INDIAN HEALTH SERVICE, HOPI HEALTHCAR	PHOENIX	ARIZONA	USA	7/1/2001	MEDICINE
PHOENIX BAPTIST HOSPITAL	PHOENIX	Arizona	USA	5/1/2008	MEDICINE
PHOENIX BAPTIST HOSPTIAL (VHS of PHOENIX, INC.)	PHOENIX	ARIZONA	USA	7/1/2008	AHSC
PHOENIX BODY POSITIVE, INC.	PHOENIX	Arizona	USA	1/24/2000	MEDICINE
PHOENIX CHILDREN'S HOSPITAL	PHOENIX	Arizona	USA	7/1/2012	AHSC
PHOENIX ELEMENTARY SCHOOL DISTRICT No. 1	PHOENIX	Arizona	USA	2/1/2005	MEDICINE
PHOENIX INTERFAITH COUNSELING	PHOENIX	ARIZONA	USA	4/1/2014	AHSC
PHOENIX NEUROLOGICAL ASSOCIATES	PHOENIX	ARIZONA	USA	7/1/2009	MEDICINE
PHYSICIAN GROUP OF ARIZONA, INC. (IASIS)	PHOENIX	ARIZONA	USA	1/1/2011	AHSC
PIFER, JOHN M. MD	TUCSON	Arizona	USA	3/1/2006	MEDICINE
PIMA CO MEDICAL EXAMINER DEPARTMENT, FORENSIC SCI	TUCSON	Arizona	USA	2/1/2015	AHSC
PIMA COUNTY DEPTARTMENT OF ENVIRONMENTAL QUALITY	TUCSON	ARIZONA	USA	1/1/2015	AHSC
PIMA COUNTY HEALTH DEPARTMENT	TUCSON	ARIZONA	USA	7/1/2011	AHSC
PIMA COUNTY JUVENILE COURT CENTER	TUCSON	ARIZONA	USA	6/5/2012	AHSC
PIMA COUNTY MEDICAL EXAMINER	TUCSON	ARIZONA	USA	2/1/2015	AHSC
PIMA COUNTY OF BEHALF OF PIMA HEALTH SYSTEM	TUCSON	ARIZONA	USA	1/1/2010	AHSC
PIMA DERMATOLOGY, P.C.	TUCSON	ARIZONA	USA	4/1/2013	AHSC
PIMA HEART PHYSICIANS, P.C.	TUCSON	ARIZONA	USA	6/1/2014	AHSC
PINERES, AMALIA, MD	PAYSON	ARIZONA	USA	5/1/2012	MEDICINE
PINETOP MEDICAL ASSOCIATES, LTD.	PINETOP	ARIZONA	USA	5/1/2014	AHSC
PIONEER CARDIOVASCULAR CONSULTANTS, P.C.	TEMPE	ARIZONA	USA	8/1/2014	AHSC
PITT COUNTY MEMORIAL HOSPITAL	GREENVILLE	NORTH CAROLINA	USA	1/4/2010	MEDICINE
PLANNED PARENTHOOD OF ARIZONA, INC.	TUCSON	ARIZONA	USA	2/15/2010	AHSC
PLANNED PARENTHOOD OF INDIANA, INC.	INDIANAPOLIS	INDIANA	USA	6/1/2010	MEDICINE
PLANNED PARENTHOOD OF SOUTHERN ARIZONA	TUCSON	ARIZONA	USA	4/10/2003	AHSC
PLASTIC SURGICAL SPECIALISTS	TUCSON	ARIZONA	USA	2/1/2005	AHSC
PLEASANT PEDIATRICS	PEORIA	ARIZONA	USA	1/1/2012	AHSC
PONCE SCHOOL OF MEDICINE	PONCE	PUERTO RICO	USA	9/1/2013	MEDICINE
POPESKI, RICHARD S., M.D., P.C.	TUCSON	ARIZONA	USA	7/1/2000	MEDICINE
POSADA DEL SOL	TUCSON	ARIZONA	USA	6/30/2008	AHSC
POUNDS, KEVIN, M.D.	TUCSON	ARIZONA	USA	4/1/2003	MEDICINE
PREMIERE ONCOLOGY OF ARIZONA	SCOTTSDALE	ARIZONA	USA	7/1/2009	MEDICINE

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PRESBYTERIAN HEALTHCARE SERVICES (RESIDENTS ONLY)	ALBUQUERQUE	NEW MEXICO	USA	4/1/2009	MEDICINE
PRESCOTT FAMILY PRACTICE, LLC	PRESCOTT	ARIZONA	USA	1/1/2014	AHSC
PRESIDIO HEALTHCARE ASSOCIATES DBA CATALINA POST	TUCSON	ARIZON	USA	7/1/2014	AHSC
PRESIDIO SURGICAL GROUP, PC	TUCSON	ARIZONA	USA	1/1/2012	MEDICINE
PREVENTION INTERNATIONAL: NO CERVICAL CANCER-PINCC	OAKLAND	CALIFORNIA	USA	9/1/2007	MEDICINE
PRICE, PATRICK M.D.	TUCSON	AZ	USA	12/1/2001	MEDICINE
PROBSTFELD, MICHALE R., M.D.	TUCSON	ARIZONA	USA	2/26/2003	MEDICINE
PROJECT MEDISHARE FOR HAITI	MIAMI	FLORIDA	USA	12/1/2014	MEDICINE
PROVID. HLTH & SVCS-WSGHTON DBA ALASKA FAM MED RES	ANCHORAGE	ALASKA	USA	3/1/2009	MEDICINE
PROVIDENCE ALASKA MEDICAL CENTER	ANCHORAGE	ALASKA	USA	6/1/2014	AHSC
PROVIDENCE HEALTH & SERVICES-OREGON	PORTLAND	OREGON	USA	2/1/2014	MEDICINE
PROVIDENCE HEALTH SYSTEM dba ST. PETER HOSPITAL	OLYMPIA	WASHINGTON	USA	9/1/2008	MEDICINE
PROVIDENCE HLTH & SRVCS-OR DBA PROVID ST. VINCENT	PORTLAND	OREGON	USA	11/1/2011	MEDICINE
PROVIDENCE HLTH SYS DBA PROVIDENCE ALASKA MED CTR	ANCHORAGE	ALASKA	USA	2/2/2007	AHSC
PROVIDENCE MEMORIAL HOPSITAL-WOUND INSTITUTE	EL PASO	TEXAS	USA	7/1/2006	MEDICINE
PROVIDENCE OF ARIZONA, INC.	TUCSON	ARIZONA	USA	7/1/2009	MEDICINE
PROVIDENCE SACRED HEART MEDICAL CENTER	SPOKANE	WASHINGTON	USA	10/1/2011	MEDICINE
PROVIDENCE ST. JOSEPH MEDICAL CENTER (Res Only)	BURBANK	CALIFORNIA	USA	1/3/2005	MEDICINE
PULMONARY ASSOCIATES, P.A.	PHOENIX	ARIZONA	USA	8/29/2011	MEDICINE
PUREWAL, JATINDER S., MD	GLENDALE	ARIZONA	USA	1/1/2011	MEDICINE
PURI, SARAH	TUCSON	ARIZONA	USA	4/1/2003	MEDICINE
PUTTY, TIMOTHY, K. MD	TUCSON	Arizona	USA	11/1/2014	AHSC
QUIGLEY, GERALD, FNP	APACHE JUNCTION	ARIZONA	USA	1/1/2015	AHSC
RACZKOWSKI, ALLEN R., MD	MESA	ARIZONA	USA	4/1/2008	MEDICINE
RADY CHILDREN'S HOSPITAL SAN DIEGO (Resident)	SAN DIEGO	CALIFORNIA	USA	5/19/2014	MEDICINE
RAMIREZ, ALFREDO MD	TUCSON	Arizona	USA	7/1/2006	MEDICINE
RANDALL L. BENNETT, M.D.	TUCSON	ARIZONA	USA	2/17/2005	MEDICINE
RANDOLPH SCOTT, D.O.	TUCSON	ARIZONA	USA	2/18/2005	MEDICINE
RAPID CITY REGIONAL HOSPITAL	RAPID CITY	SOUTH DAKOTA	USA	11/1/2011	MEDICINE
RAQUEL GIBLEY, M.D.	TUCSON	ARIZONA	USA	2/17/2005	MEDICINE
RAROTONGA HOSPITAL (DR. ROBERT WOONTON)	RAROTONGA	COOK ISLANDS	COOK ISLANDS	4/1/2000	MEDICINE
REACHOUT WOMEN'S CENTER	TUCSON	ARIZONA	USA	8/1/2014	AHSC
RED ROCK PEDIATRICS	COTTONWOOD	ARIZONA	USA	4/1/2013	AHSC
REGIONAL CENTER FOR BORDER HEALTH, INC.	SOMERTON	ARIZONA	USA	3/1/2010	AHSC
REINHART, JENNIFER L., M.D.	TUCSON	Arizona	USA	1/15/2002	MEDICINE
REISS, GEORGE, R., M.D.	GLENDALE	ARIZONA	USA	9/1/2014	MEDICINE
RENAL CARE GROUP OF ARIZONA, LLC	TEMPE	ARIZONA	USA	4/13/2009	MEDICINE
RENAL DIMENSIONS, LLC	TEMPE	ARIZONA	USA	4/13/2009	MEDICINE

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RENAL DIMENSIONS, LLC (Student Only)	TEMPE	ARIZONA	USA	4/13/2009	MEDICINE
REPRODUCTIVE HEALTH CENTER	TUCSON	ARIZONA	USA	2/22/2010	MEDICINE
RESEARCH MEDICAL CENTER	KANSAS CITY	MISSOURI	USA	6/1/2004	MEDICINE
RETINA ASSOCIATES SOUTHWEST, P.C.	TUCSON	ARIZONA	USA	7/1/2013	AHSC
REYNOLDS, LOUISE, MD	VIENNA	VIRGINIA	USA	10/1/2000	MEDICINE
REYNOLDS, SUE A. MD	TUCSON	Arizona	USA	5/1/2000	MEDICINE
RHEINFELDER, SHIRLEY, M.D.	PRESCOTT VALLEY	ARIZONA	USA	8/1/2013	AHSC
RICH PARIS, MD (PRECEPTOR)	HAILEY	OHIO	USA	7/1/2008	MEDICINE
RICHARD DEXTER, D.O.	TUCSON	ARIZONA	USA	2/25/2005	MEDICINE
RICHARD GERHAUSER, M.D.	TUCSON	ARIZONA	USA	11/4/2004	MEDICINE
RICHARDSON, CHARLES ALAN, M.D., PALO VERDE CLINIC	CHANDLER	ARIZONA	USA	8/1/2012	MEDICINE
RICHARDSON, WILLIAM H., MD	TUCSON	ARIZONA	USA	7/1/2005	MEDICINE
RICKEY WILLIAMS, M.D.	TUCSON	ARIZONA	USA	3/3/2005	MEDICINE
RIO RICO FIRE DISTRICT	RIO RICO	ARIZONA	USA	12/1/2013	MEDICINE
RIVEROS, MACARIO MD	TUCSON	Arizona	USA	1/1/2002	MEDICINE
ROBERT A. FOOTE, M.D.	TUCSON	ARIZONA	USA	2/25/2005	MEDICINE
ROBERT BROOKS, M.D.	TUCSON	ARIZONA	USA	10/12/2004	MEDICINE
ROBERT GRAHAM CENTER	WASHINGTON	DC	USA	2/1/2006	MEDICINE
ROBERT PATTON, M.D.	TUCSON	ARIZONA	USA	3/9/2005	MEDICINE
ROBERT W HELLMERS	PHOENIX	Arizona	USA	4/19/2001	MEDICINE
ROBERT WOODS MEDICAL SCHOOL (SEE UMDNJ AGREEMENT)	PISCATAWAY	NEW JERSEY	USA	6/30/2008	MEDICINE
ROBERTO, ROLANDO F. M.D.	TUCSON	Arizona	USA	5/1/2000	MEDICINE
ROBERTS, BRUCE A., M.D.	TUCSON	ARIZONA	USA	7/1/2008	MEDICINE
ROBERTSON, GREGORY A., M.D.	TUCSON	Arizona	USA	10/20/2010	MEDICINE
RODRIGUEZ-GUGGIARI, PEDRO R.	SUN CITY	ARIZONA	USA	8/1/2014	MEDICINE
ROGER WILLIAMS HOSPITAL	PROVIDENCE	RHODE ISLAND	USA	10/1/2009	MEDICINE
ROGERS, ALAN K., M.D.	TUCSON	ARIZONA	USA	5/9/2011	MEDICINE
ROLAND K. SANCHEZ, MD	BELEN	NEW MEXICO	USA	12/31/2011	AHSC
ROSALIND FRANKLIN UNIV OF MED & SCIENCE	NORTH CHICAGO	ILLINOIS	USA	8/1/2014	MEDICINE
ROTKIS, THOMAS C. MD, PHD	TUCSON	Arizona	USA	5/1/2000	MEDICINE
ROYAL HOBART HOSPITAL		TASMANIA	AUSTRALIA	1/1/2003	MEDICINE
RUIZ, ROBERTO, MD, PC (SOUTHWEST INTERNAL MED GRP)	PHOENIX	ARIZONA	USA	8/30/2010	MEDICINE
RUSH MEDICALCOLLEGE	CHICAGO	ILLINOIS	USA	7/1/2011	MEDICINE
RYAN, PATRICIA ANN, M.D.	TUCSON	ARIZONA	USA	1/15/2002	AHSC
SABOWITZ, BRIAN, M.D.- LAKEVIEW FAMILY HEALTH CARE	LAKE HAVASU CITY	ARIZONA	USA	3/1/2004	MEDICINE
SACHRISON, BETH T MD	TUCSON	Arizona	USA	7/1/2006	MEDICINE
SAFDAR, RIZWAN, M.D.	MARANA	ARIZONA	USA	1/15/2002	MEDICINE
SAGE MEMORIAL HOSPITAL	GANADO	ARIZONA	USA	7/1/2001	MEDICINE
SAGERMAN, PAUL, M.D.	TUCSON	Arizona		7/1/2006	MEDICINE
SAGUARO ORTHOPEDIC ASSOCIATES, PLLC	TUCSON	ARIZONA	USA	11/1/2006	MEDICINE
SAGUARO SURGICAL, P.C.	TUCSON	ARIZONA	USA	11/1/2010	MEDICINE
SAHUARITA UNIFIED SCHOOL DISTRICT	SAHUARITA	ARIZONA	USA	9/1/2014	AHSC
SAINT FRANCIS HOSPITAL	TULSA	OKLAHOMA	USA	5/1/2009	MEDICINE
SAINT LOUIS UNIVERSITY, SCHOOL OF MEDICINE	ST. LOUIS	MISSOURI	USA	1/1/2011	MEDICINE

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SALEM CLINIC, P.C.	SALEM	OREGON	USA	2/1/2003	MEDICINE
SAN PEDRO FAMILY CARE	BENSON	ARIZONA	USA	2/1/2012	aAH
SAN VITO HOSPITAL-COSTA RICA	PUNTARENAS		COSTA RICA	8/17/2003	MEDICINE
SANDERS, VANCE J. MD	TUCSON	Arizona	USA	5/1/2000	MEDICINE
SANOFI-SYNTHELABO, INC.	NEW YORK	NEW YORK	USA	8/14/2004	MEDICINE
SANTOS, ALFRED M.D.	SIERRA VISTA	ARIZONA	USA	4/1/2003	MEDICINE
SAO RAFAEL, MONTE TABOR HOSPITAL	SALVADOR	BAHIA	BRAZIL	2/17/2003	MEDICINE
SAVOIA, STEVEN, M.D.-CIBECUE HEALTH CENTER	CIBECUE	ARIZONA	USA	3/1/2004	MEDICINE
SCHERER, DARRIN, DO	GOODYEAR	ARIZONA	USA	9/1/2008	MEDICINE
SCHILLING, JOLYON D., M.D.	TUCSON	ARIZONA	USA	2/1/2008	MEDICINE
SCHOOLING, MICHAEL, M.D.	CHICO	CALIFORNIA	USA	8/1/2010	MEDICINE
SCHOUTEN, JAMES, M.D.	PAYSON	ARIZONA	USA	4/1/2003	MEDICINE
SCHULICH SCHOOL OF MEDICINE & DENTISTRY	LONDON	CANADA	USA	9/27/2011	MEDICINE
SCHWAB REHABILITATION HOSPITAL	CHICAGO	ILLINOIS	USA	8/1/2012	MEDICINE
SCHWEDA, DENISE, MD	SCOTTSDALE	ARIZONA	USA	9/1/2008	MEDICINE
SCHWIMMER, MICHAEL, M.D.	MESA	ARIZONA	USA	10/18/2010	MEDICINE
SCOTTSDALE BARIATRIC CENTER	SCOTTSDALE	ARIZONA	USA	3/13/2006	MEDICINE
SCOTTSDALE CHILDREN'S GROUP, PLLC	SCOTTSDALE	AZ	USA	7/1/2011	AHSC
SCOTTSDALE FAMILY HEALTH	SCOTTSDALE	ARIZONA	USA	9/1/2008	MEDICINE
SCOTTSDALE HEALTH CARE	TUCSON	Arizona	USA	11/1/2003	MEDICINE
SCOTTSDALE HEALTHCARE CORP (MANOS QUE AYUNDAN)	SCOTTSDALE	ARIZONA	USA	5/15/2006	AHSC
SCOTTSDALE HEALTHCARE HOSPITALS, INC.	SCOTTSDALE	ARIZONA	USA	1/1/2002	MEDICINE
SCOTTSDALE MEDICAL IMAGINING, LTD	SCOTTSDALE	ARIZONA	USA	11/28/2011	MEDICINE
SCOTTSDALE PEDIATRIC CENTER, PC	SCOTTSDALE	ARIZONA	USA	8/30/2010	MEDICINE
SCOTTSDALE TREATMENT, INC	SCOTTSDALE	ARIZONA	ARIZONA	12/1/2014	AHSC
SCRIPPS CLINIC	LA JOLLA	CALIFORNIA	USA	5/1/2006	MEDICINE
SEATTLE HEALING ARTS	SEATTLE	WASHINGTON	USA	7/4/2011	MEDICINE
SEATTLE PROSTATE INST. AT SWEDISH MED CNTR	SEATTLE	WASHINGTON	USA	12/1/2011	MEDICINE
SEDONA URGENT CARE	SEDONA	ARIZONA	USA	11/1/2008	MEDICINE
SELLERS, JOEL, DO, PLLC	PHOENIX	Arizona	USA	2/6/2006	MEDICINE
SERVICIOS MEDICOS DE SONORA	AGUA PRIETA	SONORA	MEXICO	8/1/2000	MEDICINE
SHAFFER, LINDA G., M.D.	AUSTIN	TEXAS	USA	4/1/2010	MEDICINE
SHAIKH, ATHAR MD	TUCSON	Arizona	USA	6/21/2005	MEDICINE
SHAPIRO, STEVE A. MD	TUCSON	Arizona	USA	5/1/2000	MEDICINE
SHARMA, SANJEEV K MD	TUCSON	Arizona	USA	3/11/2002	MEDICINE
SHEIKH KHALIFA MEDICAL CITY	AHU DHABI,		UNITED ARAB EMIRATES	2/1/2014	MEDICINE
SHENANDOAH VALLEY FAMILY PRACTICE	FRONT ROYAL	VIRGINIA	USA	11/1/2003	MEDICINE
SHENNIB, HANI, MD (VASCULAR HEART & LUNG ASSOC PC)	GILBERT	ARIZONA	USA	1/1/2012	MEDICINE
SHIN KONG WU HO-SO MEMORIAL HOSPITAL	SHIH LIN DISTRICT	TAIPEI CITY	TAIWAN	5/30/2011	MEDICINE
SHOLARS, HENNIE, D.O.	SAN FRANCISCO	CALIFORNIA	USA	4/4/2011	MEDICINE

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SHRINERS HOSPITAL FOR CHILDREN	SALT LAKE CITY	UTAH	USA	1/1/2003	MEDICINE
SHRINERS HOSPITALS FOR CHILDREN	TAMPA	FLORIDA	USA	1/1/2005	AHSC
SHRINERS HOSPITALS FOR CHILDREN RESIDENT ONLY	PHILADELPHIA	PENNSYLVANIA	USA		MEDICINE
SIERRA TUCSON, L.L.C.	TUCSON	ARIZONA	USA	3/1/2006	MEDICINE
SIERRA VISTA REGIONAL HEALTH CENTER, INC.	SIERRA VISTA	ARIZONA	USA	2/1/2012	MEDICINE
SILICON VALLEY SPINE INSTITUTE	CAMPBELL	CALIFORNIA	USA	7/1/2009	MEDICINE
SINFONIA HEALTHCARE CORPORATION	TUCSON	ARIZONA	USA	5/1/2014	AHSC
SISTEK, MARCIA, M.D.	SCOTTSDALE	ARIZONA	USA	8/30/2010	MEDICINE
SISTER FREDA'S MEDICAL CENTRE	KITALE	KENYA	EAST AFRICA	7/11/2011	MEDICINE
SLOOP, RICHARD, M.D.	YAKIMA	WASHINGTON	USA	5/1/2009	MEDICINE
SMITH, LYNN, M.D.-MOUNT GRAHAM FAMILY PRACTICE	SAFFORD	ARIZONA	USA	3/1/2004	MEDICINE
SMMHC, INC.DBA MOUNTAIN HEALTH AND WELLNESS	APACHE JUNCTION	ARIZONA	USA	2/1/2014	AHSC
SNOWFLAKE MEDICAL CENTER	SNOWFLAKE	ARIZONA	USA	7/18/2003	MEDICINE
SOBEL, LARRY MD, MPH	PHOENIX	ARIZONA	USA	7/1/2007	MEDICINE
SONG, AIMEE, M.D., OBGYN SPECIALISTS, PA	EDINA	MINNESOTA	USA	7/3/2008	MEDICINE
SONI, RAJESH, M.D.	SCOTTSDALE	ARIZONA	USA	8/9/2010	MEDICINE
SONORA BEHAVIORAL HEALTH HOSPITAL	TUCSON	ARIZONA	USA	7/1/2011	MEDICINE
SONORA FAMILY PRACTICE	TUCSON	ARIZONA	USA	10/1/2014	AHSC
SONORAN ORTHOPAEDIC TRAUMA SURGEONS, PLLC	SCOTTSDALE	ARIZONA	USA	5/1/2014	AHSC
SOUTH SHORE FAMILY PRACTICE	MASSAPEQUA PARK	NEW YORK	USA	3/1/2010	MEDICINE
SOUTHEAST ARIZONA MEDICAL CENTER	DOUGLAS	ARIZONA	USA	7/1/2002	MEDICINE
SOUTHERN ARIZONA DENTAL MEDICAL EDUCATION CONCEPTS	TUCSON	ARIZONA	USA	7/1/2003	MEDICINE
SOUTHERN ARIZONA ENT	TUCSON	Arizona	USA	7/1/2008	MEDICINE
SOUTHERN ARIZONA INFECTIOUS DISEASES SPECIALISTS	TUCSON	AZ	USA	1/1/2011	MEDICINE
SOUTHERN ARIZONA NEUROPSYCHOLOGY ASSOCIATES	TUCSON	ARIZONA	USA	7/1/2008	MEDICINE
SOUTHERN ARIZONA VASCULAR INSTITUTE	TUCSON	ARIZONA	USA	2/1/2008	MEDICINE
SOUTHERN ILLINOIS UNIVERSITY SCHOOL OF MEDICINE	SPRINGFIELD	ILLINOIS	USA	9/1/2014	MEDICINE
SOUTHWEST GYNECOLOGIC ONCOLOGY	ALBUQUERQUE	NEW MEXICO	USA	4/1/2009	MEDICINE
SOUTHWEST HEART & LUNG, P.C.	PHOENIX	ARIZONA	USA	9/5/2011	MEDICINE
SOUTHWEST KIDNEY INSTITUTE	PHOENIX	ARIZONA	USA	7/20/2009	MEDICINE
SOUTHWEST NETWORK, INC.	PHOENIX	ARIZONA	USA	5/1/2014	AHSC

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SOUTHWEST NEUROPSYCHOLOGY ASSOCIATES	TUCSON	ARIZONA	USA	7/1/2007	MEDICINE
SOUTHWEST ONCOLOGY CENTERS	SCOTTSDALE	ARIZONA	USA	2/9/2010	MEDICINE
SOUTHWEST ORTHOPAEDIC SURGERY SPECIALISTS, PLC	TUCSON	ARIZONA	USA	9/25/2009	MEDICINE
SOUTHWEST PEDIATRIC ENDOCRINOLOGY, PLC	SCOTTSDALE	ARIZONA	USA	10/10/2008	MEDICINE
SOUTHWEST SHOULDER, ELBOW AND HAND CENTER	TUCSON	ARIZONA	USA	4/15/2009	MEDICINE
SOUTHERN ARIZONA VETERANS AFFAIRS HEALTH CARE SYS	TUCSON	ARIZONA	USA	9/29/2010	MEDICINE
SPANISH ABROAD, INC.	PHOENIX	ARIZONA	USA	10/1/2011	MEDICINE
SPARROW HOSPITAL	LANSING	MICHIGAN	USA	9/30/2005	MEDICINE
SPECIALISTS IN DERMATOLOGY PLLC	TUCSON	Arizona	USA	7/1/2006	MEDICINE
SPECTRA EYE INSTITUTE, LLC.	SUN CITY	ARIZONA	USA	9/1/2014	MEDICINE
SPEGMAN, DOUGLAS J. MD	TUCSON	Arizona	USA	5/1/2005	MEDICINE
SPINE INSTITUTE OF ARIZONA, P.C.	SCOTTSDALE	ARIZONA	USA	3/26/2009	MEDICINE
SPOONER PHYSICAL THERAPY	SCOTTSDALE	ARIZONA	USA	5/1/2009	MEDICINE
ST. CHARLES HEALTH SYSTEM, INC RESIDENT ONLY	BEND	OREGON	USA	7/1/2014	MEDICINE
ST. ELIZABETH OF HUNGARY CLINIC	TUCSON	ARIZONA	USA	2/22/2010	AHSC
ST. ELIZABETH'S HEALTH CENTER	TUCSON	ARIZONA	USA	2/22/2010	AHSC
ST. JOHN THE EVANGELIST CATHOLIC SCHOOL	TUCSON	ARIZONA	USA	1/1/2015	AHSC
ST. JOHN'S MEDICAL CENTER	JACKSON	WYOMING	USA	3/1/2004	MEDICINE
ST. JOSEPH'S HOSPITAL AND MEDICAL CENTER (DIGNITY HEALTH)	PHOENIX	ARIZONA	USA	1/1/2013	MEDICINE
ST. JUDE CHILDREN'S RESEARCH HOSPITAL	MEMPHIS	TENNESSEE	USA	10/1/2012	MEDICINE
ST. LUKE'S BEHAVIORAL HOSPITAL (IASIS)	PHOENIX	ARIZONA	USA	1/1/2011	AHSC
ST. LUKE'S MEDICAL CENTER	MILWAUKEE	WISCONSIN	USA	10/1/2003	MEDICINE
ST. LUKE'S MEDICAL CENTER (IASIS)	PHOENIX	ARIZONA	USA	1/1/2011	AHSC
ST. LUKE'S REGIONAL MEDICAL CENTER, LTD.	BOISE	IDAHO	USA	7/1/2007	MEDICINE
ST. MARY'S HOSPITAL (CARONDELET HEALTH NETWORK)	TUCSON	ARIZONA	USA	9/1/2010	MEDICINE
ST.JOSEPH'S HOSPITAL (CARONDELET HEALTH NETWORK)	TUCSON	ARIZONA	USA	9/1/2010	MEDICINE
STANFORD HOSPITAL & CLINICS	STANFORD	CALIFORNIA	USA	11/14/2005	MEDICINE
STARSHIP CHILDREN'S HOSPITAL	AUCKLAND 1		NEW ZEALAND	1/29/2001	MEDICINE
STATE OF ARIZONA DEPARTMENT OF CORRECTIONS	PHOENIX	ARIZONA	USA	5/1/2007	MEDICINE
STATE UNIVERSITY OF NEW YORK, STONY BROOK	STONY BROOK	NEW YORK	USA	7/20/2004	MEDICINE
STD PREVENTION & CONTROL, SAN FRAN DEPT OF PUB HLT	SAN FRANCISCO	CALIFORNIA	USA	4/4/2011	MEDICINE

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STETLER, TARYN, M.D. (INTERNATIONAL PRECEP)	CHARLESTON	SOUTH CAROLINA	WORLDWIDE	5/14/2011	MEDICINE
STEVEN SHAPIRO, M.D.	TUCSON	ARIZONA	USA	3/3/2005	MEDICINE
STEWART,JIM, M.D - -RADIOLOGY UNLIMITED	TUCSON	Arizona	USA	4/1/2004	MEDICINE
STONECREEK MEDICAL ASSOCIATES	PHOENIX	ARIZONA	USA	9/1/2008	MEDICINE
STRATEGIC MENTAL HEALTH, LLC	SCOTTSDALE	ARIZONA	USA	1/15/2015	AHSC
STREITFELD, STEPHAN MD	TUCSON	Arizona	USA	7/1/2013	MEDICINE
STUART, JEFFREY, M.D.	TUCSON	ARIZONA	USA	1/4/2010	MEDICINE
STUART, LAUREN, MD	FLAGSTAFF	ARIZONA	USA	5/30/2007	MEDICINE
SUDARAM MEDICAL FOUND., DR. RANGARAJAN MEM. HOSP.	TAMILNADU	INDIA	INDIA	6/1/2009	MEDICINE
SUN HEALTH CORPORATION	SUN CITY	ARIZONA	USA	11/1/2006	MEDICINE
SUNDARAM MED. FOUND., DR. RANGARAJAN MEM. HOSP.	TAMILNADU	INDIA	INDIA	6/1/2009	MEDICINE
SUNNYSIDE UNIFIED SCHOOL DISTRICT NO. 12	TUCSON	ARIZONA	USA	5/1/2009	AHSC
SUNY - UPSTATE MEDICAL UNIVERSITY	SYRACUSE	NEW YORK	USA	6/21/2010	MEDICINE
SUNY - UPSTATE MEDICAL UNIVERSITY RESIDENT ONLY	SYRACUSE	NEW YORK	USA	12/1/2013	MEDICINE
SURGICAL SPECIALTY HOSPITAL OF ARIZONA, LLC	PHOENIX	ARIZONA	USA	9/1/2009	MEDICINE
SUTTER MEDICAL GROUP & SUTTER MEDICAL FOUNDATION	SACRAMENTO	CA	USA	1/1/2012	AHSC
SWEDISH MEDICAL CENTER	SEATTLE	WASHINGTON	USA	7/31/2006	MEDICINE
T. BRYSON STRUSE, III, D.O.	TUCSON	ARIZONA	USA	12/1/2001	MEDICINE
TACOMA FAMILY MEDICINE	TACOMA	WASHINGTON		10/23/2006	MEDICINE
TAHOE ORTHOPEDICS AND SPORTS MEDICINE	SOUTH LAKE TAHOE	CALIFORNIA	USA	7/1/2011	MEDICINE
TALWAR, DINESH, M.D.-PEDIATRIC NEUROLOGY ASSOCIATE	TUCSON	Arizona	USA	11/1/2003	MEDICINE
TANDBERG	RESTON	VIRGINIA	USA	3/5/2010	MEDICINE
TANQUE VERDE PEDIATRICS, PC	TUCSON	Arizona	USA	3/1/2006	MEDICINE
TASSONE, SHAWN A.	TUCSON	Arizona	USA	7/1/2006	MEDICINE
TAYLOR, HORTENSIA M., M.D.	TUCSON	Arizona	USA	7/1/2014	AHSC
TE HAUORA O TE HIKU O TE IKA	KAITAIA	NEW ZEALAND	NEW ZEALAND	12/1/2005	MEDICINE
TEMPE ST.LUKE'S HOSPITAL (IASIS)	TEMPE	ARIZONA	USA	1/1/2011	AHSC
TEMPLE UNIVERSITY SCHOOL OF MEDICINE	PHILADELPHIA	PENNSYLVANIA	USA	9/1/2009	MEDICINE
TETON VALLEY HOSPITAL	DRIGGS	IDAHO	USA	9/1/2008	MEDICINE
TEXAS A&M UNIVERSITY SYSTEM HSC	COLLEGE STATION	TEXAS	USA	9/1/2007	MEDICINE
TEXAS HEART INSTITUTE	HOUSTON	TEXAS	USA	3/22/2004	MEDICINE
TEXAS TECH UNIV HEALTH SCIENCES CENTER (ODESSA)	ODESSA	TEXAS	USA	9/1/2010	MEDICINE
TEXAS TECH UNIVERSITY HEALTH SCIENCE CTR -Amarillo	AMARILLO	TEXAS	USA	6/1/2014	MEDICINE
TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER	EL PASO	TEXAS	USA	7/1/2005	MEDICINE
THAI, HOANG, M.D.	TUCSON	ARIZONA	USA	3/1/2003	MEDICINE
THE ALBUQUERQUE AREA INDIAN HEALTH SERVICE	ALBUQUERQUE	NEW MEXICO	USA	8/1/2007	AHSC

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THE BRODY SCHOOL OF MEDICINE AT EAST CAROLINA UNV.	GREENVILLE	NORTH CAROLINA	USA	9/1/2014	MEDICINE
THE CHILDREN'S HOSP OF PHILADELPHIA RESIDENT ONLY	PHILADELPHIA	PENNSYLVANIA	USA	7/1/2014	MEDICINE
THE CLEVELAND CLINIC FOUNDATION	CLEVELAND	OHIO	USA	4/1/2010	MEDICINE
THE COMMONWEALTH MEDICAL COLLEGE	SCRANTON	PENNSYLVANIA	USA	9/1/2014	MEDICINE
THE GEORGE WASHINGTON UNIV, SOM & HEALTH SCIENCES	WASHINGTON	DC	USA	7/1/2011	MEDICINE
THE HEALING PATH EAST WING	SHREWSBURY	MASSACHUSETTS	USA	1/1/2014	MEDICINE
THE MEADOWS OF WICKENBURG, INC.	WICKENBURG	ARIZONA	USA	5/24/2014	MEDICINE
THE MEDICAL COLLEGE OF WISCONSIN AFFILIATED HOSP.	MILWAUKEE	WISCONSIN	USA	5/1/2008	MEDICINE
THE OHIO STATE UNIVERSITY COLLEGE OF MED & PH	COLUMBUS	OHIO	USA	7/1/2012	MEDICINE
THE ORTHOPEDIC CLINIC ASSOCIATION (TOCA)	PHOENIX	ARIZONA	USA	3/18/2009	MEDICINE
THE PEDIATRIC ASSOCIATES	MONTROSE	COLORADO	USA	4/1/2000	MEDICINE
THE PENNSYLVANIA STATE UNIVERSITY COLLEGE OF MED	HERSHEY	PENNSYLVANIA	USA	9/1/2013	MEDICINE
THE STATE UNIVERSITY OF NEW YORK (UNIV. @ BUFFALO)	BUFFALO	NEW YORK	USA	8/1/2008	MEDICINE
THE UNIVERSIDAD DE CIENCIAS MEDICAS	CENTRE COLON	SAN JOSE	COSTA RICA	2/1/2014	AHSC
THEIN, AMY, FNP	PRESCOTT VALLEY	ARIZONA	USA	8/1/2014	AHSC
THMEP-TUCSON HOSPITALS MEDICAL EDUCATION PROGRAM	TUCSON	Arizona	USA	7/1/2010	MEDICINE
THOMAS JEFFERSON UNIVERSITY, JEFFERSON MEDICAL COL	PHILADELPHIA	PENNSYLVANIA	USA	1/1/2012	MEDICINE
THOMAS PETTINGER, DO	BENSON	ARIZONA	USA	8/1/2012	MEDICINE
THOMAS R. WOLF, M.D.	TUCSON	AZ	USA	3/1/2000	MEDICINE
THOMPSON MEDICAL GROUP, INC.	PEORIA	AZ	USA	9/1/2014	AHSC
THOMPSON, BECKY MD (YOUR FAMILY PRACTICE)	SHOW LOW	ARIZONA	US	11/1/2013	MEDICINE
THOMPSON, JOEL MD	TUCSON	ARIZONA	USA	6/1/2003	MEDICINE
THRIFT, WILLIAM, M.D.	PRESCOTT	ARIZONA	USA	6/1/2011	MEDICINE
TIMOTHY HODGES, M.D.	TUCSON	ARIZONA	USA	10/12/2004	MEDICINE
TUCSON MEDICAL CENTER (ALLIED HEALTH)	TUCSON	Arizona	USA	3/1/2001	AHSC
TOURO UNIVERSITY COLLEGE OF OSTEOPATHIC MEDICINE	VALLEJO	CALIFORNIA	USA	10/1/2013	MEDICINE
TOURO UNIVERSITY NEVADA (OSTEOPATHIC)	HENDERSON	NEVADA	USA	10/1/2012	MEDICINE
TOWNE CENTER MEDICAL GROUP, PC	SCOTTSDALE	ARIZONA	USA	2/21/2011	AHSC
TRANSLATIONAL GENOMICS RESEARCH INSTITUTE	PHOENIX	ARIZONA	USA	1/1/2005	MEDICINE
TRIPLETT, STEPHENS R., DO	GLOBE	ARIZONA	USA	1/1/2014	AHSC
TRIVEDI, AMITA D., MD	TUCSON	Arizona	USA	7/1/2006	MEDICINE
TRUESDALE, ROBERT, M.D., QUEEN CREEK PRIMARY CARE	QUEEN CREEK	ARIZONA	USA	6/1/2012	MEDICINE

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TUBA CITY REGIONAL HEALTH CARE CORP	TUBA CITY	ARIZONA	USA	6/1/2012	AHSC
TUCSON AREA INDIAN HEALTH SERVICE	TUCSON	ARIZONA	USA	10/7/2010	AHSC
TUCSON CENTERS FOR WOMEN AND CHILDREN, INC.	TUCSON	ARIZONA	USA	7/1/2006	MEDICINE
TUCSON CENTRAL PEDIATRICS	TUCSON	ARIZONA	USA	3/1/2004	MEDICINE
TUCSON E.N.T. ASSOCIATES, PC	TUCSON	ARIZONA	USA	11/9/2009	MEDICINE
TUCSON FAMILY HEALTH CARE	TUCSON	ARIZONA	USA	2/1/2003	MEDICINE
TUCSON FIRE DEPARTMENT	TUCSON	ARIZONA	USA	9/1/2014	MEDICINE
TUCSON GYNECOLOGY	TUCSON	ARIZONA	USA	10/15/2010	MEDICINE
TUCSON HEART HOSPITAL	TUCSON	ARIZONA	USA	9/1/2002	MEDICINE
TUCSON HOSPITALS MEDICAL EDUCATION PROGRAM, INC.	TUCSON	ARIZONA	USA	7/1/2010	MEDICINE
TUCSON ORTHOPAEDIC INSTITUTE,P.C.	TUCSON	ARIZONA	USA	2/1/2014	AHSC
TUCSON WOMEN'S CENTER	TUCSON	ARIZONA	USA	3/7/2011	MEDICINE
TUFTS UNIVERSITY SCHOOL OF MEDICINE	BOSTON	MASSACHUSETTS	USA	8/1/2006	MEDICINE
TULANE UNIVERSITY SCHOOL OF MEDICINE	NEW ORLEANS	LOUISIANA	USA	7/1/2005	MEDICINE
UCLA, DAVID GEFFEN SCHOOL OF MEDICINE	LOS ANGELES	CALIFORNIA	USA	10/1/2009	MEDICINE
UNIVERSITY MEDICAL CENTER CORPORATION - Non CLINICAL	TUCSON	ARIZONA	USA	7/1/2014	CAMPUS WIDE
UNIVERSITY MEDICAL CENTER CORPORATION - Non Medical	TUCSON	Arizona	USA	1/1/2006	AHSC
UNIVERISTY MEDICIAL CENTER CORPORATION	TUCSON	Arizona	USA	7/1/2010	MEDICINE
UMDNJ ROBERT WOOD JOHNSON MED SCHOOL AT PISCATAWAY	CAMDEN	ARIZONA	USA	9/1/2007	MEDICINE
UNITED COMMUNITY HEALTH CENTER, INC.	GREEN VALLEY	ARIZONA	USA	7/1/2008	AHSC
UNITED HEALTHCARE SERVICES, INC. DBA EVERCARE	PHOENIX	ARIZONA	USA	11/1/2011	AHSC
UNIV OF ALABAMA BIRMINGHAM, CNTR FOR INFCT DISEASE	LUSAKA		ZAMBIA	9/1/2010	MEDICINE
UNIV OF CALIFORNIA-LA SCHOOL OF MEDICINE	LOS ANGELES	CA	USA	12/4/2000	MEDICINE
UNIV OF MASSACHUSETTS MEDICAL SCHOOL	WORCESTER	MASSACHUSETTS	USA	9/1/2010	MEDICINE
UNIV OF MISSOURI, KANSAS CITY SOM	KANSAS CITY	MISSOURI	USA	4/1/2014	MEDICINE
UNIV OF PAPUA NEW GUINEA, FACULTY OF MEDICINE	BOROKO	PAPUA NEW GUINEA	PAPUA NEW GUINEA	2/1/2000	MEDICINE
UNIV OF TEXAS SOUTHWESTERN MEDICAL SCHOOL	DALLAS	TEXAS		8/28/2006	MEDICINE
UNIVERISTY OF ROCHESTER	ROCHESTER	NEW YORK	USA	4/30/2001	MEDICINE
UNIVERSITé DE MONTREAL, FACULTé DE MEDECINE	CENTREVILLE MONTREAL	QUEBEC	CANADA	8/6/2001	MEDICINE
UNIVERSITY HOSPITALS OF CLEVELAND	CLEVELAND	OHIO	USA	10/1/2003	MEDICINE
UNIVERSITY HOSPITALS REGIONAL HOSP-RICHMOND CAMPUS	RICHMOND HEIGHTS	OHIO	USA	1/1/2012	MEDICINE

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UNIVERSITY OF ALABAMA SCHOOL OF MEDICINE	BIRMINGHAM	ALABAMA	USA	11/26/2001	MEDICINE
UNIVERSITY OF ARKANSAS FOR MEDICAL SCIENCES	LITTLE ROCK	ARKANSAS	USA	1/1/2002	MEDICINE
UNIVERSITY OF CALIFORNIA SAN DIEGO SOM	LA JOLLA	CALIFORNIA	USA	2/1/2014	MEDICINE
UNIVERSITY OF CALIFORNIA, LOS ANGELES	LOS ANGELES	CALIFORNIA	USA	10/11/2004	MEDICINE
UNIVERSITY OF CALIFORNIA--IRVINE	IRVINE	CALIFORNIA	USA	1/1/2012	MEDICINE
UNIVERSITY OF CHICAGO SCHOOL OF MEDICINE	CHICAGO	ILLINOIS	USA	4/1/2007	MEDICINE
UNIVERSITY OF CHILE, FACULTY OF MEDICINE		SANTIAGO	CHILE	5/6/2002	MEDICINE
UNIVERSITY OF CINCINNATI	CINCINNATI	OH	USA	11/1/2011	MEDICINE
UNIVERSITY OF COLORADO DENVER, SCHOOL OF MEDICINE	AURORA	COLORADO	USA	10/1/2014	MEDICINE
UNIVERSITY OF COLORADO HEALTH SCIENCES CENTER	DENVER	COLORADO	USA	1/7/2002	MEDICINE
UNIVERSITY OF CONNECTICUT	FARMINGTON	CT	USA	10/2/2006	MEDICINE
UNIVERSITY OF FLORIDA, COLLEGE OF MEDICINE	GAINESVILLE	FLORIDA	USA	10/1/2008	MEDICINE
UNIVERSITY OF ILLINOIS AT CHICAGO AND ITS COM	CHICAGO	ILLINOIS	USA	9/1/2013	MEDICINE
UNIVERSITY OF IOWA HOSPITLAS AND CLINICS	IOWA CITY	IOWA	USA	12/1/2005	MEDICINE
UNIVERSITY OF IOWA, CARVER COLLEGE OF MEDICINE	IOWA CITY	IOWA	USA	1/1/2011	MEDICINE
UNIVERSITY OF KANSAS HOSPITAL AUTHORITY	KANSAS CITY	KANSAS	USA	1/1/2012	AHSC
UNIVERSITY OF KANSAS SOM WICHITA	WICHITA	KANSAS	USA	10/1/2012	MEDICINE
UNIVERSITY OF KENTUCKY COLLEGE OF MEDICINE	LEXINGTON	KENTUCKY	USA	4/3/2002	MEDICINE
UNIVERSITY OF LOUISVILLE	LOUISVILLE	KENTUCKY	USA	9/1/2014	MEDICINE
UNIVERSITY OF MARYLAND, SCHOOL OF MEDICINE	BALTIMORE	MARYLAND	USA	7/1/2005	MEDICINE
UNIVERSITY OF MEDICAL AND DENTAL -NEW JERSEY	PISCATAWAY	NEW JERSEY	USA	10/13/2005	MEDICINE
UNIVERSITY OF MIAMI SCHOOL OF MEDICINE	MIAMI	FLORIDA	USA	1/7/2002	MEDICINE
UNIVERSITY OF MICHIGAN HEALTH SYSTEM	ANN ARBOR	MICHIGAN	USA	1/7/2009	MEDICINE
UNIVERSITY OF MINNESOTA MEDICAL SCHOOL	MINNEAPOLIS	MINNESOTA	USA	10/20/2014	MEDICINE
UNIVERSITY OF MISSISSIPPI MEDICAL SCHOOL	JACKSON	MISSISSIPPI	USA	10/1/2009	MEDICINE
UNIVERSITY OF MISSOURI-COLUMBIA	COLUMBIA	MISSOURI	USA	8/1/2005	MEDICINE
UNIVERSITY OF NEBRASKA MEDICAL CENTER	OMAHA	NEBRASKA	USA	6/5/2006	MEDICINE
UNIVERSITY OF NEVADA, SCHOOL OF MEDICINE	RENO	NEVADA	USA	3/1/2011	MEDICINE
UNIVERSITY OF NEW MEXICO SCHOOL OF MEDICINE	ALBUQUERQUE	NEW MEXICO		9/25/2006	MEDICINE
UNIVERSITY OF NORTH CAROLINA	CHAPEL HILL	NORTH CAROLINA	USA	10/25/2004	MEDICINE

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UNIVERSITY OF NORTH DAKOTA SCHOOL OF MEDICINE	GRAND FORKS	NORTH DAKOTA	USA	9/1/2009	MEDICINE
UNIVERSITY OF OKLAHOMA COLLEGE OF MEDICINE	OKLAHOMA CITY	OKLAHOMA	USA	8/1/2009	MEDICINE
UNIVERSITY OF OKLAHOMA COLLEGE OF MEDICINE - TULSA	TULSA	OKLAHOMA	USA	7/1/2004	MEDICINE
UNIVERSITY OF PENNSYLVANIA HEALTH SYSTEM	PHILADELPHIA	PENNSYLVANIA	USA	9/1/2014	MEDICINE
UNIVERSITY OF PUERTO RICO	SAN JUAN		PUERTO RICO	11/1/2014	MEDICINE
UNIVERSITY OF ROCHESTER SCHOOL OF MED & DENTISTRY	ROCHESTER	NEW YORK	USA	9/1/2014	MEDICINE
UNIVERSITY OF SAN DIEGO, COM	LA JOLLA	CALIFORNIA	USA		MEDICINE
UNIVERSITY OF SOUTH DAKOTA, SANFORD SCHOOL OF MED	VERMILLION	SOUTH DAKOTA	USA	8/15/2009	MEDICINE
UNIVERSITY OF SOUTH FLORIDA	TAMPA	FLORIDA	USA	4/2/2006	MEDICINE
UNIVERSITY OF SOUTHERN CALIFORNIA-KECK SOM	LOS ANGELES	CALIFORNIA	USA	8/1/2011	MEDICINE
UNIVERSITY OF SYDNEY	NSW 2006		AUSTRALIA	4/15/2001	MEDICINE
UNIVERSITY OF TENNESSEE MEMPHIS HLTH SCIENCES CTR	MEMPHIS	TENNESSEE	USA	7/31/2000	MEDICINE
UNIVERSITY OF TEXAS HEALTH SCIENCES CENTER @ SA	SAN ANTONIO	TEXAS	USA	9/1/2014	MEDICINE
UNIVERSITY OF TEXAS HSC AT HOUSTON	HOUSTON	TEXAS	USA	7/1/2007	MEDICINE
UNIVERSITY OF TEXAS HSC HOUSTON (RESIDENT ONLY)	HOUSTON	TEXAS	USA	1/1/2014	MEDICINE
UNIVERSITY OF TEXAS MD ANDERSON CANCER CENTER	HOUSTON	TEXAS	USA	3/3/2003	AHSC
UNIVERSITY OF TEXAS MEDICAL BRANCH	GALVESTON	TEXAS	USA	10/15/2001	MEDICINE
UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER	DALLAS	TEXAS	USA	7/1/2007	AHSC
UNIVERSITY OF TEXAS, SAN ANTONIO	SAN ANTONIO	TEXAS	USA	9/27/2004	MEDICINE
UNIVERSITY OF TOLEDO	TOLEDO	OHIO		10/22/2007	MEDICINE
UNIVERSITY OF TORONTO	TORONTO	ONTARIO	CANADA	9/1/2014	MEDICINE
UNIVERSITY OF UTAH	Salt Lake City	UT	USA	4/1/2011	MEDICINE
UNIVERSITY OF UTAH SCHOOL OF MEDICINE	SALT LAKE CITY	UTAH	USA	5/1/2005	MEDICINE
UNIVERSITY OF VERMONT	BURLINGTON	VERMONT	USA	7/1/2005	MEDICINE
UNIVERSITY OF VIRGINIA SCHOOL OF MEDICINE	CHARLOTTESVILLE	VIRGINIA	USA	3/2/2010	MEDICINE
UNIVERSITY OF WASHINGTON SCHOOL OF MEDICINE	SEATTLE	WASHINGTON	USA	4/2/2007	MEDICINE
UNIVERSITY OF WISCONSIN--MADISON	MADISON	WISCONSIN	USA	4/2/2006	MEDICINE
UNIVERSITY OF WUERZBURG	97080 WUERZBURG		GERMANY	6/18/2001	MEDICINE
UNIVERSITY ORTHOPEDIC SPECIALISTS, PLLC	TUCSON	ARIZONA	USA	3/15/2010	MEDICINE
UNIVERSITY PHYSICIANS HEALTHCARE HOSPITAL AT KINO	TUCSON	ARIZONA	USA	10/31/2006	AHSC
UNIVERSITY PHYSICIANS HEALTHCARE HOSPITAL	TUCSON	Arizona	USA	7/1/2010	MEDICINE

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UNIVERSITY OF CALIFORNIA, LOS ANGELES	LOS ANGELES	CALIFORNIA	USA	1/1/2012	MEDICINE
UNIVERSTIY OF CHICAGO COLL OF MED	CHICAGO	ILLINOIS	USA	9/21/2012	MEDICINE
UNVERSITY PHYISICIANS HEALTHCARE HOSPITAL NON-MED	TUCSON	ARIZONA	USA	10/31/2006	AHSC
UPSTATE MEDICAL UNIVERSITY	SYRACUSE	NEW YORK	USA	10/23/2000	MEDICINE
URIBE, CONSTANCE, M.D.	YUMA	ARIZONA	USA	6/1/2011	MEDICINE
UROLOGICAL ASSOCIATES OF SOUTHERN AZ, P.C.	TUCSON	ARIZONA	USA	4/1/2005	MEDICINE
US AIR FORCE INSTITUTE OF TECHNOLOGY	WRIGHT-PATTERSON AFB	OH	USA	7/1/2001	MEDICINE
US ARMY INSTITUTE OF SURGICAL RESEARCH	FORT SAM HOUSTON	TEXAS	USA	2/1/2001	MEDICINE
UTAH COUNTY SURGICAL ASSOCIATES, P.C.	PROVO	UTAH		5/1/2001	MEDICINE
UTAH VALLEY PEDIATRICS	PROVO	UTAH	USA	6/3/2003	MEDICINE
VAIL SCHOOL DISTRICT	VAIL	ARIZONA	USA	5/1/2009	MEDICINE
VALDIVIA, FRANCISCO R., M.D.	TUCSON	Arizona	USA	4/1/2008	MEDICINE
VALENCIA, FRANCISCO	TUCSON	Arizona	USA	7/1/2005	MEDICINE
VALLEY ANESTHESIOLOGY CONSULTANTS	PHOENIX	ARIZONA		12/1/2012	MEDICINE
VALLEY EAR, NOSE AND THROAT, PC	TUCSON	ARIZONA	USA	1/1/2008	MEDICINE
VANCE J. SANDERS, M.D.	TUCSON	ARIZONA	USA	4/1/2013	MEDICINE
VANCOUVER CLNIC	VANCOUVER	WASHINGTON	USA	7/1/2007	MEDICINE
VANDERBILT UNIVERSITY	NASHVILLE	TN	USA	5/16/2011	MEDICINE
VENTURA COUNTY MEDICAL CENTER	VENTURA	CALIFORNIA	USA	10/1/2011	MEDICINE
VENTURA PAIN ASSOCIATES	NEWBURY PARK	CALIFORNIA	USA	6/1/2005	MEDICINE
VERDE VALLEY ENT	COTTONWOOD	ARIZONA	USA	3/15/2010	MEDICINE
VERDE VALLEY MEDICAL CENTER (NORTHERN ARIZONA HEALTHCARE)	COTTONWOOD	ARIZONA	USA	4/1/2013	MEDICINE
VICKI R. DAWSON, MSW, CISW	TUCSON	ARIZONA	USA	8/2/2004	MEDICINE
VIDANT MEDICAL CENTER	GREENVILLE	NORTH CAROLINA	USA	6/1/2014	MEDICINE
VILLA CAMPANA HEALTH CENTER	TUCSON	Arizona	USA	5/1/2012	AHSC
VILLA MARIA CARE CENTER, LLC.	TUCSON	Arizona	USA	2/15/2006	AHSC
VILLAR, PAMELA, M.D.	TUCSON	Arizona	USA	7/1/2006	MEDICINE
VIRGINIA COMMONWEALTH UNIVERSITY HEALTH SYSTEM	RICHMOND	VIRGINIA	USA	3/1/2014	MEDICINE
VIRGINIA MASON MEDICAL CENTER	SEATTLE	WASHINGTON	USA	5/23/2005	MEDICINE
VIRTUAL COLONOSCPY TEACHING CENTRE -VCTC (BELGUIM)	BELGUIM			9/1/2007	MEDICINE
VISIONGATE, INC.	PHOENIX	ARIZONA	USA	4/29/2013	MEDICINE
VISTA PEDIATRICS	SIERRA VISTA	ARIZONA	USA	12/31/2011	AHSC
W. KATRINA WADOWSKI, BELL WELL MEDICAL	PHOENIX	AZ	USA	11/1/2013	MEDICINE
WAARA, JENNIFER, M.D.	PRESCOTT VALLEY	ARIZONA	USA	11/1/2014	AHSC
WACHTER, ALLAN, M.D.	PHOENIX	ARIZONA	USA	4/1/2014	AHSC
WAKE FOREST SCHOOL OF MEDICINE	WINSTON-SALEM	NC	USA	11/1/2012	MEDICINE
WALDO, WILLIAM, M.D.	SHOW LOW	ARIZONA	USA	6/1/2011	MEDICINE

Schedule 1.1.1
Grandfathered Affiliations - Academic Affiliation Agreement
College of Medicine Clinical Placement

SITE	City	State	Country	Effective_Date	College
WALSH, BRIDGET, DO	TUCSON	Arizona	USA	7/1/2006	MEDICINE
WALTER REED NATI'L MILITARY MED CNTR STUDENT ONLY	BETHESDA	MARYLAND	USA	7/16/2014	MEDICINE
WALTER, DEBORAH, MD	TUCSON	ARIZONA	USA	7/1/2011	MEDICINE
WARNER, JANET M.D.	TUCSON	ARIZONA	USA	4/1/2008	MEDICINE
WAYNE STATE UNIVERSITY SCHOOL OF MEDICINE	DETROIT	MICHIGAN	USA	1/28/2008	MEDICINE
WAYNE W. BIXENMAN, M.D.	TUCSON	Arizona	USA	11/1/2011	MEDICINE
WEIMER, DENNIS, M.D.	TUCSON	ARIZONA	USA	7/1/2010	MEDICINE
WEINBERG, MELVYN, M.D.	TUCSON	Arizona	USA	6/1/2002	MEDICINE
WEINTRAUB, PAUL, M.D.	TUCSON	ARIZONA	USA	8/1/2002	MEDICINE
WEISSAUER CONDON, CHRISTINA, MD-PRECEP	MARANA	ARIZONA	USA	6/1/2007	MEDICINE
WEST VALLEY WOMEN'S CARE, LTD.	PHOENIX	ARIZONA	USA	1/24/2011	MEDICINE
WEST VIRGINIA SCHOOL OF OSTEOPATHIC MEDICINE	LEWISBURG	WEST VIRGINIA	USA	1/1/2012	MEDICINE
WEST VIRGINIA UNIVERSITY SCHOOL OF MEDICINE	MORGANTOWN	WEST VIRGINIA		10/1/2013	MEDICINE
WESTERN ARIZONA REGIONAL MEDICAL CENTER	BULLHEAD CITY	ARIZONA	USA	5/1/2012	AHSC
WESTERN CARDIOTHORACIC SURGEONS, PC	MESA	ARIZONA	USA	1/1/2013	AHSC
WESTERN MICHIGAN UNIVERSITY	KALAMAZOO	MI	USA	1/1/2015	MEDICINE
WESTERN UNIVERSITY OF HEALTH SCIENCES	POMONA	CALIFORNIA	USA	7/1/2012	MEDICINE
WHEATLAND MEDICAL CLINIC, PC	WHEATLAND	WYOMING	USA	9/1/2013	AHSC
WHEELER, MARK D. MD	TUCSON	Arizona	USA	5/1/2000	MEDICINE
WHITAKER, DUANE C., MD (DYSON DERMATOLOGY, PLLC)	TUCSON	ARIZONA	USA	11/1/2014	AHSC
WHITE MEMORIAL MEDICAL CENTER	LOS ANGELES	CA	USA	6/1/2014	MEDICINE
WHITE MOUNTAIN PEDIATRICS	PINETOP	ARIZONA	USA	8/3/2002	MEDICINE
WHITE MOUNTAIN PEDIATRICS (EDITH BAILEY, MD)	LAKESIDE	ARIZONA	USA	8/1/2005	MEDICINE
WHITE MOUNTAIN REGIONAL MEDICAL CENTER	SPRINGERVILLE	ARIZONA	USA	1/1/2013	AHSC
WHITERIVER INDIAN HEALTH SERVICES HOSPITAL	WHITERIVER	ARIZONA	USA	7/1/2002	MEDICINE
WICHITA CENTER FOR GME (WCGME- VIA CHRISTI)	WICHITA	KANSAS	USA	3/1/2008	MEDICINE
WICKENBURG COMMUNITY HOSPITAL	WICKENBURG	ARIZONA	USA	1/1/2012	AHSC
WIDMAN, RONALD, M.D.	TUCSON	ARIZONA	USA	8/1/2002	MEDICINE
WILD, JOHN J., M.D.	TUCSON	ARIZONA	USA	8/1/2002	MEDICINE
WILLIAM WALDO, M.D.	SHOW LOW	ARIZONA	USA	6/1/2011	MEDICINE
WILLIAMS HEALTH CARE CENTER (BANNER)	WILLIAMS	ARIZONA		6/1/2009	MEDICINE
WILMOT PRIMARY CARE GROUP, PLLC	TUCSON	ARIZONA	USA	10/1/2014	AHSC
WILSON, ROBERT L, M.D.	PHOENIX	ARIZONA	USA	7/15/2002	MEDICINE
WINSLOW INDIAN HEALTH SERVICE CLINIC	WINSLOW	ARIZONA	USA	7/1/2011	MEDICINE
WINTER, JOHN T., DO	TUCSON	Arizona	USA	5/1/2000	MEDICINE
WINTHROP UNIVERSITY HOSPITAL	MINEOLA	NEW YORK	USA	4/18/2004	MEDICINE

Schedule 1.1.1
Grandfathered Affiliations - Academic Affiliation Agreement
College of Medicine Clinical Placement

SITE	City	State	Country	Effective_Date	College
WISE, ELISE, PMHNP-BC (PHX INTERFAITH COUNSELING)	PHOENIX	ARIZONA	USA	4/1/2014	AHSC
WOLF, THOMAS R., MD	PHOENIX	ARIZONA	USA	1/1/2012	MEDICINE
WOMAN'S CANCER AND SURGICAL CARE	ALBUQUERQUE	NEW MEXICO	USA	8/10/2009	MEDICINE
WOMEN'S CENTER	NOGALES	ARIZONA	USA	4/1/2004	MEDICINE
WOMEN'S HEALTH SPECIALISTS	YUMA	ARIZONA	USA	5/1/2012	AHSC
WOOL, STEVEN, M.D.	TUCSON	Arizona	USA	7/1/2006	MEDICINE
WORLD CLASS IMAGING	YUMA	ARIZONA	USA	5/1/2007	MEDICINE
WRIGHT STATE UNIVERSITY BOONSHOFT SCHOOL OF MED.	DAYTON	OHIO	USA	9/1/2009	MEDICINE
WRIGHT, DEAN, MD; (SAGUARO EASTSIDE MED. GROUP)	TUCSON	Arizona	USA	6/1/2012	MEDICINE
WYOMING MEDICAL CENTER	CASPER	WY	USA	12/1/2011	AHSC
YACHANA FOUNDATION		QUITO	ECUADOR	3/28/2011	MEDICINE
YAKIMA HMA DBA YAKIMA REG. MEDICAL & CARDIAC CNTR	YAKIMA	WASHINGTON	USA	5/1/2009	MEDICINE
YAKIMA NEIGHBROHOOD SERVICES	YAKIMA	WASHINGTON	USA	1/1/2008	MEDICINE
YAKIMA VALLEY MEMORIAL HOSPITAL	YAKIMA	WASHINGTON	USA	9/1/2008	MEDICINE
YALE UNIVERSITY SCHOOL OF MEDICINE	NEW HAVEN	CONNECTICUT	USA	7/1/2012	MEDICINE
YAVAPAI COMMUNITY COLLEGE	PRESCOTT	ARIZONA	USA	3/20/2006	MEDICINE
YAVAPAI COUNTY COMMUNITY HEALTH SERVICES	PRESCOTT	ARIZONA	USA	10/1/2013	MEDICINE
YAVAPAI REGIONAL MEDICAL CENTER	PRESCOTT	ARIZONA	USA	7/1/2013	AHSC
YONAN, ABDULLAH, M.D.	PEORIA	ARIZONA	USA	7/1/2008	MEDICINE
YUKON-KUSKOKWIM HEALTH CORPORATION	BETHEL	ALASKA	USA	7/1/2008	MEDICINE
YUMA COUNTY HEALTH DEPARTMENT	YUMA	ARIZONA	USA	1/1/2011	MEDICINE
YUMA REGIONAL MEDICAL CENTER	YUMA	ARIZONA	USA	6/1/2012	AHSC
ZONIS, JULIO, MD	YUMA	ARIZONA	USA	6/1/2013	MEDICINE

Schedule 1.1.1

Grandfathered Affiliations - Academic Affiliation Agreement

South Campus Clinical Placement

Site	Agreement Type	Date
Academia de Idiomas de La Paz, SC d/b/a Se Habla... La Paz Spanish Language School	Int'l Affiliation (Language Program)	11/1/2014
Aravind Eye Hospital (India)	Int'l Affiliation	10/1/2012
Arizona Community Surgeons	Site Preceptor	11/1/2011
Arizona Poison & Drug Info. Center	PLA	7/1/2013
Aspen Family Medicine	Affiliation	3/1/2013
Brown, Lansing, MD	Preceptor	7/1/2011
Bwindi Community Hospital	Int'l Affiliation	1/1/2015
Cachamsi, Inc.	Int'l Affiliation	3/1/2014
Camp Lowell Medical Specialists	Affiliation	8/1/2014
Camp Lowell Surgery Center	Site Preceptor	12/1/2013
Canyon Ranch, Inc.	Affiliation	4/1/2012
Carondelet Health Network	Affiliation	10/1/2014
Carondelet Holy Cross	Affiliation	7/1/2010
Carondelet Medical Group	Site Preceptor	8/23/2010
Centro de Rehabilitacion Infantil Teleton	Int'l Affiliation	1/1/2015
COMMAND (Bahamas)	Int'l Affiliation	2/1/2015
Conmed, Inc.	Affiliation	7/1/2013
Connections Southern AZ, LLC	Affiliation	10/1/2014
Crisis Response Center	Affiliation	10/1/2011
Duerksen, Kathleen MD FACS (Tucson Surgery Center)	Preceptor	7/1/2010
Firth, William J. MD	Int'l Preceptor	2/1/2013
Fishkind Bakewell & Maltzman	Site Preceptor	4/1/2010
Fort Defiance Indian Hospital Board, Inc.	Affiliation	3/1/2014
Genesis Natural Medicine Center	Affiliation	1/1/2015
Gila Valley Clinic	Affiliation	7/1/2010
Hain, Timothy C., MD (Chicago Dizziness and Hearing)	Preceptor	1/1/2015
Global Emergency Care Collaborative	Int'l Affiliation	6/1/2013
Himalayan Health Exchange	Int'l Affiliation	1/1/2014
IHS - Tucson Area	Affiliation	4/26/2014
Ironwood Dermatology	Affiliation	2/1/2012
Jayakar, Arunima, MD	Preceptor	4/1/2013
Komfo Anokye Teaching Hospital-Ghana	Int'l Affiliation	7/1/2012
Kramer, Theresa, MD	Preceptor	9/1/2011
Levine, Jason, MD	Preceptor	7/1/2010
Levine, Norman MD	Preceptor	2/1/2012
Marana Health Center	Affiliation	2/1/2012
Maricopa Integrated Health System	Affiliation	7/1/2014
Mariposa Community Health Center	Affiliation	7/1/2010
McColgin, Ann MD (Cornea Associates)	Preceptor	7/1/2014
Mehta, Milap, MD (Univ of Chicago)	Preceptor	12/1/2012
Mt. Graham Regional Medical Center	Affiliation	7/1/2010
North Country Health Care	Affiliation	7/1/2010
Oftalmologos Asociados	Intern'l Affiliation	7/1/2009
Pediatrix/Neonatal Specialists, Ltd.	Site Preceptor	1/31/2011
Penn State Hershey, Milton S. Hershey Medical Center	Affiliation	7/1/2014
Phoenix Children's Hospital	Affiliation	7/1/2010
Pima County Health Department	Affiliation	7/1/2011
Radiology, Ltd.	Site Preceptor	5/1/2014
Regional Center for Border Health, Inc.	Affiliation	7/1/2010
Retina Associates	Site Preceptor	7/1/2009
Riddhi Siddhi Hospital	Intern'l Affiliation	12/1/2012
Rockford Health System	Affiliation	9/1/2012
Rojero, Jorge R. MD	Preceptor	4/1/2015
Ruben, Richard, MD	Preceptor	11/1/2014
Rundu State Hospital	Intern'l Affiliation	1/1/2014
Sadeghi, Hooshang, MD	Preceptor	3/1/2012

Schedule 1.1.1

Grandfathered Affiliations - Academic Affiliation Agreement

South Campus Clinical Placement

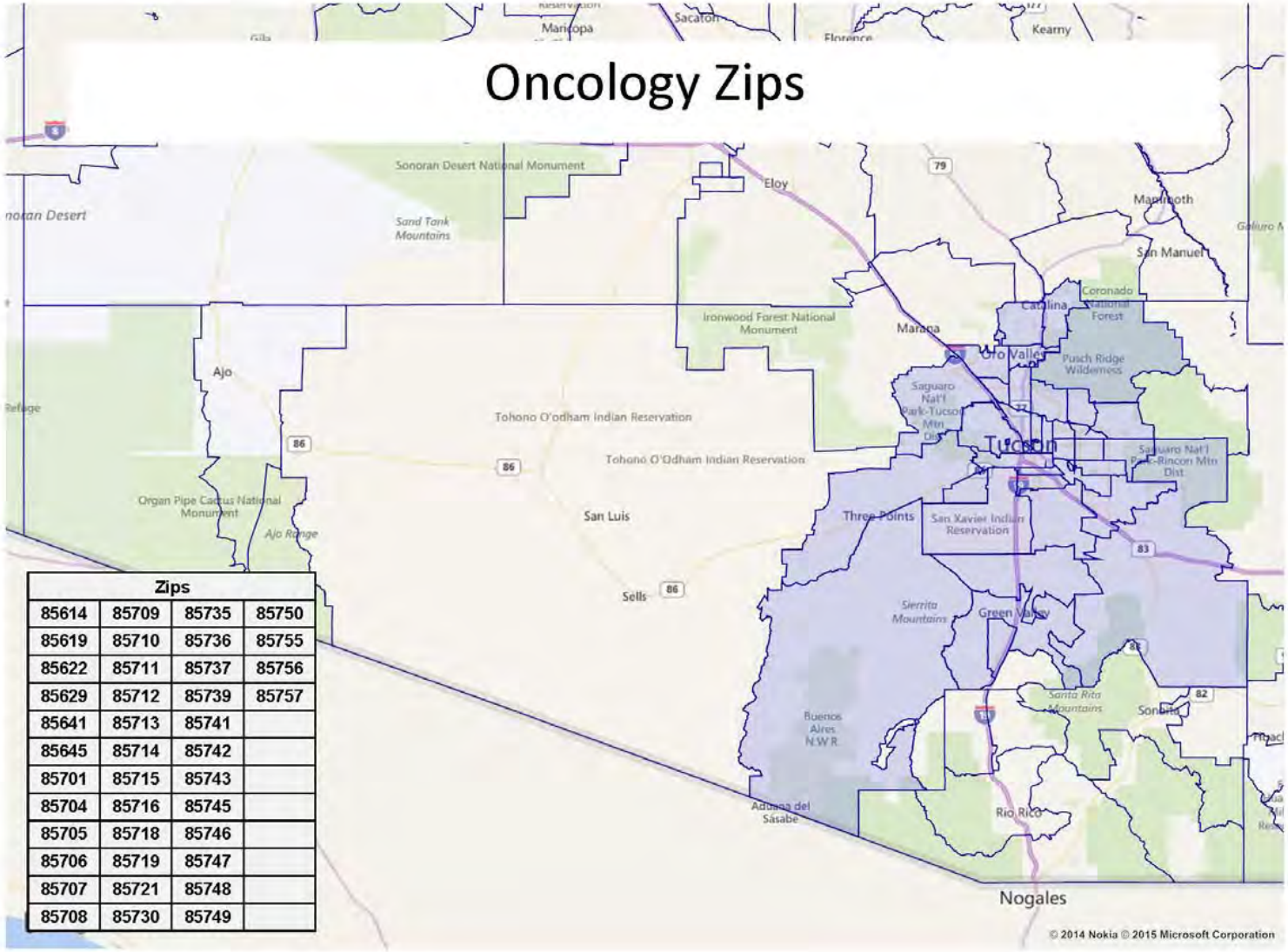
Site	Agreement Type	Date
Sanan, Ajay, MD	Preceptor	7/1/2013
SAVAHCS	Affiliation	10/2/2009
Sierra Tucson, Inc.	Affiliation	3/1/2012
Sierra Vista Regional Health Center	Affiliation	7/1/2012
Sonora Behavioral Health	Affiliation	7/1/2010
Southeast Alaska Regional Health Consortium Ethel Lund	Affiliation	6/1/2013
St. Elizabeth of Hungary Clinic	Affiliation	2/1/2012
Summit Health Care	Affiliation	7/1/2011
THMEP	Affiliation	5/1/2010
Thompson, Becky, MD	Preceptor	7/1/2013
Tuba City Regional Health Care Corp.	Affiliation	7/1/2010
UMC	Affiliation	7/1/2008
United Community Health Center, Inc.	Affiliation	7/1/2009
UPHK	Affiliation	7/1/2008
U.S. Healthworks	Affilation	7/1/2010
Valdez Medical Clinic, LLC	Affiliation	1/1/2015
Valley Ear, Nose and Throat, PC	Affiliation	7/1/2010
Vitaro, Maryann, MD	Int'l Preceptor	7/1/2013
Weiss, Robert, MD (Chicago Eye Instit.)	Preceptor	11/1/2012
Wickenburg Community Hospital	Affiliation	7/1/2011
Woo, Paul, MD	Int'l Preceptor	2/1/2014
Yuma Regional Medical Center	Affiliation	7/1/2010
Zhang, Y. Clare, PhD (Peaceful Spirit Massage & Wellness Center)	Preceptor	1/1/2015

<u>Schedule 1.15</u>

Geographic Area For Provision of Oncology Services

[*Map attached on following page*.]

Oncology Zips



Zips			
85614	85709	85735	85750
85619	85710	85736	85755
85622	85711	85737	85756
85629	85712	85739	85757
85641	85713	85741	
85645	85714	85742	
85701	85715	85743	
85704	85716	85745	
85705	85718	85746	
85706	85719	85747	
85707	85721	85748	
85708	85730	85749	

Schedule 1.17

Capital Expenditure Projects

Based on the preliminary planning work and market analysis completed to date, BH has identified the following priorities for capital investment:

1. **Scope:** Rebuild/renovation of the Medical Center – Tucson Campus to include a new facility, renovation and/or demolition of existing facilities, and reconfiguration of the campus entrance/road network.
   Estimated Cost: $438 million
   Projected Design Start: started
   Projected Construction Completion (all phases): Q4 2020

2. **Scope:** Expansion at the North Campus, 3838 N. Campbell, to relocate selected clinics and Radiation Oncology from the Medical Center – Tucson Campus.
   Estimated Cost: $33 million
   Projected Design Start: Q1 2015
   Projected Construction Completion: Q3 2016

3. **Scope:** New health centers, one in the northwest and one to the south at sites to be acquired. The new health centers will be for growth and expansion of primary care services.
   Estimated Cost: $29 million ($14.5 million each)
   Projected Design Start Date: Q3 2015
   Projected Construction Completion: Q4 2016

Total projected capital investment for the above projects totals $500 million and is based on early, conceptual estimates. BH reserves the right to increase, decrease, and/or alter the scope of the above projects based on more detailed analysis, final costs estimates, market conditions and/or business.

Schedule 1.22

Continuation of Services and Programs

Key Services:

- Cancer programs
- Cardiovascular services
- General Medicine & Surgical (inpatient and outpatient)
- Geriatrics
- Laboratory
- Medical Imaging
- Neurosciences
- Obstetrics/GYN/Women's Services Ophthalmology
- Orthopedics and Muscoskeletal Pediatric services
- Pharmacy
- Primary Care
- Transplant programs
- Behavioral Health services
- Trauma, ED, Perioperative Services
- Critical Care Services including ICU and ECMO (Extra corporeal Membrane Oxygenation)
- Diabetes programs
- UAHN/COM Centers:
    - Sarver Heart Center
    - Stroke Center
    - Chest Pain Center
    - Arizona Center on Aging
    - Arizona Emergency Research Center
    - Arizona Center for Integrative Medicine
    - Arizona Aids Education and Training Center

- Sleep Disorders Center
- Arizona Arthritis Center
- Arizona Hispanic Center of Excellence (University program)*
- Respiratory Sciences Center
- Steele Children's Research Center
- The Ear Institute (University program)*
- Southern Arizona Limb Salvage Alliance
- Sonoran UCEDD (University program)*
- Skin Cancer Institute
- Arizona Telemedicine Program
- Valley Fever Center for Excellence
- The Venom Immunochemistry, Pharmacology and Emergency Response (VIPER) Institute

*With respect to the University programs specifically identified above, BH agrees that it shall not terminate or impair the continuance of such programs but BH shall have no obligation to provide any funding in connection with such University programs pursuant to this Agreement.

Residency and Training programs:

COM – Tucson ACGME-Accredited Residency and Fellowship Training Programs Training Program
Anesthesiology
Anesthesiology – Critical Care Medicine
Anesthesiology – Pain Management
Dermatology
Emergency Medicine
EM/Peds Combined
Family Medicine
FM–Sports Medicine
Internal Medicine
Cardiology
Interventional Cardiology
Endocrinology
Gastroenterology
Geriatrics
Hematology/Oncology
Hospice and Palliative Care
Infectious Diseases
Nephrology
Pulmonary/Critical Care

Rheumatology
Sleep Medicine
Neurosurgery
Neurology
Neurophysiology
Obstetrics and Gynecology
Ophthalmology
Orthopedic Surgery
Otolaryngology
Pathology
Hematopathology
Molecular Genetic Pathology
Pediatrics
Peds Endocrinology
Peds Pulmonary
Psychiatry
Child Psychiatry
Radiology-diagnostic
Abdominal Radiology
Neuroradiology
Nuclear Radiology
Vascular Interventional Radiology
Radiation Oncology
Surgery-general
Surgical Critical Care
Thoracic Surgery
Urology
Vascular Surgery
Vascular Surgery – Integrated

Non-ACGME Accredited Training Programs
Neurology–Epilepsy
Neurology–Headache
Ob/Gyn–Maternal Fetal
Pathology–GI Path
Radiology–Molecular Imaging
Surgery–Minimally Invasive/Laparoscopic
Surgery–Reconstructive & Plastic Surgery
Surgery–Transplant Fellowship
Surgery–Trauma

Non-ACGME Accredited Training Programs
Neurology–Epilepsy
Neurology–Headache

Ob/Gyn–Maternal Fetal
Pathology–GI Path
Radiology–Molecular Imaging
Surgery–Minimally Invasive/Laparoscopic
Surgery–Reconstructive & Plastic Surgery
Surgery–Transplant Fellowship
Surgery–Trauma

UACOM South Campus Programs
Emergency Medicine
Medical Toxicology
Family Medicine
Internal Medicine
Neurology
Ophthalmology
Psychiatry

Schedule 1.25

Other University Agreements
Academic Affiliation Agreement

College of Pharmacy

Ref.No.	File Location	Agreement	Parties	Date
16.	Agreement and 1st – 4th Amendments at Clean 2.9.132.6.5.4; fully executed 4th Amendment at Clean 2.9.132.6.2.5 and Clean 2.9.132.6.5.7 [Various duplicates at Clean 2.9.132.1.4.2, Clean 2.9.132.3.3.2, Clean 2.9.132.6.7.10]	Ancillary Contract #1 • Amendment No. 1 – Dated: Jan. 8, 2014 (rate amendment May 1, 2013) • Amendment No. 2 – Dated: Feb. 7, 2014 (rate amendment for FY 13-14) • Amendment No. 3 – Dated: Apr. 7, 2014 (rate amendment for FY 14-15) • Amendment 4 – Effective: Nov. 26, 2014 (rate amendment for FY 14-15) • [Master Contract dated July 1, 1987 incorporated by reference]	ABOR on behalf of UA COM, CON, and COP UMCC (not signed by UA)	Effective: July 1, 2012 Expires 6/30/15
20.	Agreement and 1st Amendment 1 at Clean 2.9.132.1.4.10; Amendment 2 at Clean 2.9.132.37 [Duplicate at Clean 2.9.132.6.7.7]	Ancillary Contract #26 (specialized clinical pharmacist services) • Amendment 1 – Effective: July 1, 2013 (rates for FY13-14) • Amendment No. 2 – Effective July 1, 2014 (rates for FY 14-15) [Master Contract dated July 1, 1987 incorporated by reference]	ABOR on behalf of UA COP, Department of Pharmacy Practice and Science UMCC	Effective: July 1, 2012 Expires: 6/30/15

Ref.No.	File Location	Agreement	Parties	Date
39-a.	Agreement at Clean Room 2.9.61.3; Amendment 1 at 2.9.61.4; Amendment 2 at 2.9.61.5; Amendment 3 at 2.9.61.6; Amendment 4 at 2.9.61.7; Amendment 5 at 2.9.61.8; Amendment 6 at 2.9.61.1; Amendment 7 at 2.9.61.9; Amendment 8 at 2.9.61.10	Agreement for Professional Services (UA providing pharmaceutical services to UPHK) • Amendment 1 – Effective: Apr. 4, 2008 (extends term through June 30, 2009) (Clean • Amendment 2 – Effective: Oct. 14, 2009 (extends term through June 30, 2010) • Amendment 3 – Effective: Apr. 22, 2010 (extends term through June 30, 2011) • Amendment 4 – Effective: Nov. 2, 2010 (extends term through June 30, 2011) • Amendment 5 – Effective: Feb. 14, 2012 (extends term through June 30, 2012) • Amendment 6 – Effective: Nov. 20, 2012 (extends term through June 30, 2013) • Amendment 7 – Signed: Dec. 17, 2014 (extends term through June 30, 2014) • Amendment 8 – Effective: Dec. 26, 2015 (extends term through June 30, 2015) [UNSIGNED by ABOR]	UPH dba UPH at Kino Campus ABOR on behalf of UA College of Pharmacy	Effective: July 1, 2007
39-c.	Clean 2.9.132.6.10.62 and Clean 2.9.132.40	Agreement for Professional Services (pharmacy practice residency position) • Memorandum of Understanding • Special Provisions – Effective: July 1, 2012 – June 30, 2013 • Amendment 1 – Effective: Jan. 1, 2012 (extends term through June 30, 2014) • Amendment 2 – Effective: Jan. 14, 2015 (extends term through June 30, 2015)	ABOR on behalf of UA, College of Pharmacy, Department of Pharmacy Practice and Science UPH dba University Physicians Healthcare Hospital	Effective: July 1, 2012
52.	Clean 2.9.132.1.5.1.5 and Clean 2.9.132.6.6.18	Program Letter of Agreement	UPH d/b/a UAMC-SC (f/k/a UPHK) for UACOMSC) UA College of Pharmacy Arizona Poison and Drug Information Center (APDIC)	Effective: July 1, 2013-June 30, 2018

Ref.No.	File Location	Agreement	Parties	Date
30.	Agreement at Wildcat 2.9.1 [Duplicates at Wildcat 2.2.k.6, Clean 2.9.132.1.5.5, Clean 2.9.132.6.9.4, and Clean 2.9.132.6.10.37]; Amendment at Clean 2.9.132.1.5.6 [Duplicate at Clean 2.9.132.2.252]	Non-Medical Affiliation Agreement (clinical rotations at UMCC) • Amendment No. 1 – Effective: Feb. 1, 2014 (adds nurse anesthesia fbo CON)	ABOR on behalf of UA-Tucson, COM, COP, CON and COPH UMCC	Effective: Jan.1, 2006 for 1-year term with annual renewals
31.	Agreement and 1st Amendment at Clean 2.9.132.1.5.10; 2nd Amendment at Clean 2.9.132.1.5.9; 3rd Amendment at Clean 2.9.132.1.5.7 [Various duplicates at Wildcat 2.2.k.13, Wildcat 2.2.k.96, Clean 2.9.132.1.5.8, Clean 2.9.132.6.10.25, and Clean 2.9.132.2.315]	Non-Medical Affiliation Agreement (clinical rotations at South Campus) • Amendment No. 1 – Effective: June 1, 2012 (adds clinic sites) • Amendment No. 2 – Effective: Jan. 29, 2013 (speech language internships) • Amendment No. 3 – Effective: Feb. 1, 2014 (adds nurse anesthesia)	ABOR on behalf of UA Health Sciences Center, COM, COP, CON and COPH UPHK	Effective: Oct. 31, 2006 for 1-year term with annual renewals
116.	Clean 2.9.132.3.17.1 [Reference on list of arrangements only – written agreement not provided]	*Pattern of Practice:* VIPER Institute establishment documentation (via ABOR and UA Provost), states that medical toxicology clinical operations will be under the leadership of VIPER's lead clinician	VIPER (UA COM) Poison Center (UA COP) UAHN North	N/A

Ref.No.	File Location	Agreement	Parties	Date
117.	Clean 2.9.132.3.17.1 [Reference on list of arrangements only – written agreement not provided]	*Pattern of Practice:* VIPER has used UAHN-affiliated hospitals and clinics as the primary sites for multicenter clinical trials of antivenoms. This included a 2003 understanding with FDA that UMC served as a "zoo," in order to keep exotic antivenoms. Prior to larger UAHN/Banner discussions, VIPER and Banner Good Samaritan toxicologists were developing a consortium (now on hold) to include Phoenix and Tucson hospitals.	UA COM (VIPER) CaTS Clinic UAHN hospitals, occasionally clinics, many physicians	N/A

College of Nursing

Ref.No.	File Location	Agreement	Parties	Date
16.	Agreement and 1st – 4th Amendments at Clean 2.9.132.6.5.4; fully executed 4th Amendment at Clean 2.9.132.6.2.5 and Clean 2.9.132.6.5.7 [Various duplicates at Clean 2.9.132.1.4.2, Clean 2.9.132.3.3.2, Clean 2.9.132.6.7.10]	Ancillary Contract #1 • Amendment No. 1 – Dated: Jan. 8, 2014 (rate amendment May 1, 2013) • Amendment No. 2 – Dated: Feb. 7, 2014 (rate amendment for FY 13-14) • Amendment No. 3 – Dated: Apr. 7, 2014 (rate amendment for FY 14-15) • Amendment 4 – Effective: Nov. 26, 2014 (rate amendment for FY 14-15) [Master Contract dated July 1, 1987 incorporated by reference]	ABOR on behalf of UA COM, CON, and COP UMCC (not signed by UA)	Effective: July 1, 2012 Expires 6/30/15
30.	Agreement at Wildcat 2.9.1 [Duplicates at Wildcat 2.2.k.6, Clean 2.9.132.1.5.5, Clean 2.9.132.6.9.4, and Clean 2.9.132.6.10.37]; Amendment at Clean 2.9.132.1.5.6 [Duplicate at Clean 2.9.132.2.252]	Non-Medical Affiliation Agreement (clinical rotations at UMCC) • Amendment No. 1 – Effective: Feb. 1, 2014 (adds nurse anesthesia fbo CON)	ABOR on behalf of UA-Tucson, COM, COP, CON and COPH UMCC	Effective: Jan.1, 2006 for 1-year term with annual renewals

Ref.No.	File Location	Agreement	Parties	Date
31.	Agreement and 1st Amendment at Clean 2.9.132.1.5.10; 2nd Amendment at Clean 2.9.132.1.5.9; 3rd Amendment at Clean 2.9.132.1.5.7 [Various duplicates at Wildcat 2.2.k.13, Wildcat 2.2.k.96, Clean 2.9.132.1.5.8, Clean 2.9.132.6.10.25, and Clean 2.9.132.2.315]	Non-Medical Affiliation Agreement (clinical rotations at South Campus) • Amendment No. 1 – Effective: June 1, 2012 (adds clinic sites) • Amendment No. 2 – Effective: Jan. 29, 2013 (speech language internships) • Amendment No. 3 – Effective: Feb. 1, 2014 (adds nurse anesthesia)	ABOR on behalf of UA Health Sciences Center, COM, COP, CON and COPH UPHK	Effective: Oct. 31, 2006 for 1-year term with annual renewals
10.	Clean 2.9.132.7.3 and Clean 2.9.132.17 [Duplicates at Clean 2.9.132.3.2.6 and Clean Room 2.9.132.3.2.5]	UA Facilities Use Agreement (CON Bldg 203; 1305 N. Martin) • Extension of Facilities Use Agreement – Dated: Nov. 8, 2012 - Dec. 31, 2013 • Extension of Facilities Use Agreement – Dated: Dec. 2, 2013 – Aug. 31, 2014 • Amendment to Facilities Use Agreement – Dated: Aug. 19, 2014 – Dec. 31, 2014 • Extension of Facilities Use Agreement – Effective Jan. 1, 2015 – Jan. 31, 2015	ABOR for and on behalf of UA UMCC	Effective: May 1, 2011 – Dec. 31, 2012
65.	Wildcat 2.9.30 Clean 2.9.132.6.10.64, Clean 2.9.132.3.2.3, and Clean 2.9.132.3.6.10	Agreement (assigned UA employees providing education and professional consultation with other health care providers at sites and clinics permitted by UPH).	ABOR on behalf of UA CON UPH	Effective: Aug. 4, 2014-Aug. 3, 2015

Ref.No.	File Location	Agreement	Parties	Date
35.	Clean 2.9.132.6.10.61 [Duplicates at Clean 2.9.132.6.10.60, Clean 2.9.132.3.2.2, Clean Room 2.9.132.3.2.7, Clean Room 2.9.132.3.6.8 – 9, and Clean Room 2.9.132.6.10.50 – 51]	Nursing Professional Services Agreement (UPH allowing NPs employed by UA to deliver healthcare at sites and clinics) • Amendment 1 – Effective: Jan. 2, 2014	ABOR on behalf of UA CON UPH, Department of Family and Community Medicine	Effective: March 1, 2013 (1 year term); auto renews
107.	Clean 2.9.132.8.1 [Reference on list of arrangements only – no written agreement]	*Pattern of Practice*: Professional librarians from the AHSL serve on several UAHN committees including Palliative Care, Nursing Research Committee and Nursing Retention Committee.	UA (AHSL) UAHN	N/A
74.	Clean Room 2.9.132.3.2.8 Clean Room 2.9.132.3.5.6	Agreement (UPH allowing UA employed NP (Patricia Daly) to deliver healthcare at sites and clinics determined by UPH in interest of helping to advance nursing education)	ABOR on behalf of UA College of Nursing UAHN	Effective: Oct. 1, 2014-June 30, 2016

College of Public Health

Ref.No.	File Location	Agreement	Parties	Date
30.	Agreement at Wildcat 2.9.1 [Duplicates at Wildcat 2.2.k.6, Clean 2.9.132.1.5.5, Clean 2.9.132.6.9.4, and Clean 2.9.132.6.10.37]; Amendment at Clean 2.9.132.1.5.6 [Duplicate at Clean 2.9.132.2.252]	Non-Medical Affiliation Agreement (clinical rotations at UMCC) • Amendment No. 1 – Effective: Feb. 1, 2014 (adds nurse anesthesia fbo CON)	ABOR on behalf of UA-Tucson, COM, COP, CON and COPH UMCC	Effective: Jan.1, 2006 for 1-year term with annual renewals
31.	Agreement and 1st Amendment at Clean 2.9.132.1.5.10; 2nd Amendment at Clean 2.9.132.1.5.9; 3rd Amendment at Clean 2.9.132.1.5.7 [Various duplicates at Wildcat 2.2.k.13, Wildcat 2.2.k.96, Clean 2.9.132.1.5.8, Clean 2.9.132.6.10.25, and Clean 2.9.132.2.315]	Non-Medical Affiliation Agreement (clinical rotations at South Campus) • Amendment No. 1 – Effective: June 1, 2012 (adds clinic sites) • Amendment No. 2 – Effective: Jan. 29, 2013 (speech language internships) • Amendment No. 3 – Effective: Feb. 1, 2014 (adds nurse anesthesia)	ABOR on behalf of UA Health Sciences Center, COM, COP, CON and COPH UPHK	Effective: Oct. 31, 2006 for 1-year term with annual renewals
33.	Clean 2.9.132.2.28	Affiliation Agreement	UPH d/b/a University Physicians Health Plans ABOR on behalf of UA Mel & Enid Zuckerman College of Public Health Graduate Program in Public Health	Effective: June 1, 2007 – May 31, 2008 with annual renewals

68.	Clean 2.9.132.6.10.49 and Clean 2.9.132.3.6.1	Agreement (Howard Eng (UA employed) to provide patient education and professional consultation at sites and clinics permitted by UPH)	ABOR on behalf of UA, COPH UPH, division of UAHN	Effective: June 1, 2014-May 31, 2015

Schedule 3.4.1-1

B–UMG 2015 Fiscal Year Capital Budget

Ambulatory / Clinics			
Description	**Campus**	**Prioritized?**	**Budget**
Renovations for 707 Alvernon	Ambulatory	Yes	$1,000,000
Orange Grove - 2nd Vault & LinAcc	Ambulatory	Yes	$3,700,000
Renovate portion for Neuroscience Clinic	Ambulatory	Yes	$2,250,000
1.5T MRI Replacement at UMI	Ambulatory	Yes	$2,000,000
Renovate to maximize clinical space at Pantano	Ambulatory		$500,000
Stryker beds / Medline mattress / Posey	Ambulatory		$500,000
New Space for Peds Specialists in NW	Ambulatory		$500,000
X-Ray Unit (Pantano)	Ambulatory		$315,000
Contact Center Management System	Ambulatory		$250,000
Customer Relationship Management (CRM) System	Ambulatory		$125,000
Miscellaneous Smaller Non-Threshold	Ambulatory		$148,500
TOTAL			**$11,288,500**
	Total Prioritized		$8,950,000
	Total Non-prioritized		$2,338,500
	Total Approved		$

Schedule 3.4.1-2

B–UMG 2015 Fiscal Year Operating Budget

($ in thousands)	ALB Budget
Statement of Operations	**2015**
GROSS HEALTHCARE REVENUE	
Clinic	420,578
TOTAL GROSS HEALTHCARE REVENUE	420,578
REDUCTIONS OF REVENUE	
Contractual and Regulatory	256,433
Patient Bad Debt	27,884
TOTAL REDUCTIONS TO REVENUE	284,317
NET HEALTHCARE REVENUE	136,261
Other Operating Revenue, Net	37,270
TOTAL OPERATING REVENUE	173,531
CONTROLLABLE EXPENSES	
Salaries	128,119
Contract Labor	40
Benefits	26,656
Physician & Professional Fees	1,173
Supplies	1,362
Purchased Services	676
Other Operating Expenses	16,317
TOTAL CONTROLLABLE EXPENSES	174,342
NON-CONTROLLABLE EXPENSES	
Depreciation & Amortization	197
Facility Leases	-
Interest	62
TOTAL NON-CONTROLLABLE EXPENSES	259
TOTAL EXPENSES	174,601
Contribution Margin	**(1,070)**
System Allocations	-

Net Income from Operations	**(1,070)**
Investment Income	-
Other Non-Operating Inc(Exp)	-
NET INCOME	**(1,070)**
Net Income w/o System Allocations	**(1,070)**
Contribution Margin w/o BMG Chargebacks	**(1,070)**
Statistics & Ratios	
Productivity	
Physician FTE	495
Physician Assistant FTE	14
RN FTE (NP)	46
Total Provider FTE	555.3
Total FTE/10,000 wRVUs	5.06
Full Time Equivalents (FTE)	958
Average Hourly Rate	64.34
FTE Conversion Factor	2,080
Per Total Operating Revenue	
SWB	89.2%
Supplies	0.8%
Other Controllable Costs	10.5%
Controllable Costs	100.5%
Non-Controllable Costs	0.1%
Contribution Margin	-0.6%
Salaries (including Contract Labor)	73.9%
Benefits	15.4%
Per Physician FTE	
Gross Charges	850
Total Operating Revenue	351
SWB	313
Supplies	3
Other Controllable Costs	37
Controllable Costs	352
Non-Controllable Costs	1
Contribution Margin	(2)
Salaries (including Contract Labor)	259
Benefits	54
Net Income	(2)

Encounters	-
wRVUs	3,828
Per wRVU	
Gross Charges	222
Total Operating Revenue	92
SWB	82
Supplies	1
Other Controllable Costs	10
Controllable Costs	92
Non-Controllable Costs	0
Contribution Margin	(1)
Salaries (including Contract Labor)	68
Benefits	14
Net Income	(1)
Encounters	-
Other Operating Ratios	
Reductions as a % of Gross Patient Revenue	67.6%
Bad Debt as a % of Net Pat Revenue	17.0%
Charity as a % of Net Pat Revenue	0.0%
Bad Debt & Charity as a % of Net Pat Revenue	17.0%
EBITDA Margin	-0.5%
Operating Margin	-0.6%
Net Income Margin	-0.6%
Outpatient Adjustment Factor	1.00
Calendar Days	365
Statistics	
Visits/Encounters/wRVUs	
wRVUs	1,894,419

Schedule 3.8

Academic Department Chairs as of Effective Date

College of Medicine-Tucson			
Clinical Department Chairs			
Department	Last	First	
Anesthesiology	Jacobsen	Wayne	
Emergency Medicine	Keim	Samuel	
Family & Community Medicine	Muramoto	Myra	
Medical Imaging	Martin	Diego	
Medicine	Kraft	Monica	
Neurology	Labiner	David	
Obstetrics & Gynecology	Reed	Kathryn	
Otolaryngology-Head & Neck Surgery	Chiu	Alex	
Ophthalmology & Vision Science	Miller	Joseph	
Orthopedic Surgery	Ruth	John	
Pathology	Bhattacharyya	Achyut	
Pediatrics	Ghishan	Fayez	
Psychiatry	Thienhaus	Ole	
Radiation Oncology	Stea	Baldassarre	
Surgery	Neumayer	Leigh	
College of Medicine-Tucson			
Basic Science Department Chairs			
Department	Last	First	
Cellular and Molecular Medicine	Gregorio	Carol	
Chemistry and Biochemistry	Miesfeld	Roger	
Immunobiology	Nikolich-Zugich	Janko	
Pharmacology	Vanderah	Todd	
Physiology	Delamere	Nicholas	

College of Medicine-Phoenix			
Department Chairs			
Department	Last	First	Note
Anesthesiology	Maze	Aubrey	Valley Anesthesiology/PCH
Basic Medical Sciences	Boehmer	Paul	COM-P (Basic Science)
Bioethics and Medical Humanism	Beyda	David	PCH
Biomedical Informatics	Silverman	Howard	COM-P
Child Health	Shub	Mitchell	PCH
Emergency Medicine	Katz	Eric	MIHS
Internal Medicine	Wisinger	David	MIHS
Neurology	Shefner	Jeremy	Barrow Neurological Institute
Neuro Surgery	Spetzler	Robert	Barrow Neurological Institute
Obstetrics & Gynecology	Coonrod	Dean	MIHS
Psychiatry	Kline-Olson	Carol	MIHS
Surgery	Caruso	Daniel	MIHS

Schedule 4.1.2(c)

Existing Faculty Physicians to be Employed by the University

See attached.

Job Department Description	Specialty	Employee Class Indicator Description	Last	First	Jobcode Description
Anesthesiology		Clinical Faculty	Arwari	Kelly	Assistant Professor
Anesthesiology			Barker	Steve	Professor
Anesthesiology		Clinical Faculty	Bastron	Robert	Professor
Anesthesiology		Clinical Faculty	Hameroff	Stuart	Professor
Anesthesiology		Clinical Faculty	Ibrahim	Mohab	Assistant Professor
Anesthesiology		Clinical Faculty	Jacobsen	Wayne	Chair
Anesthesiology		Clinical Faculty	Jambrosic	Janelle	Assistant Professor
Anesthesiology		Clinical Faculty	Kreidel	Kerry	Assistant Professor
Anesthesiology		Clinical Faculty	Lichtenthal	Peter	Professor
Anesthesiology		Clinical Faculty	Loeb	Robert	Associate Professor
Anesthesiology		Clinical Faculty	Matika	Ryan	Assistant Professor
Anesthesiology		Clinical Faculty	Nielsen	Vance	Professor
Anesthesiology		Clinical Faculty	Otto	Charles	Professor
Anesthesiology		Clinical Faculty	Palmer	Craig	Professor
Anesthesiology		Clinical Faculty	Patwardhan	Amol	Assistant Professor
Dept of Emergency Medicine		Clinical Faculty	Adhikari	Srikar	Associate Professor
Dept of Emergency Medicine		Clinical Faculty	Amini	Richard	Assistant Professor
Dept of Emergency Medicine		Clinical Faculty	Berkman	Matthew	Clinical Associate Professor
Dept of Emergency Medicine		Clinical Faculty	Beskind	Daniel	Associate Professor
Dept of Emergency Medicine			Bobrow		Professor
Dept of Emergency Medicine		Clinical Faculty	Bradshaw	Hans	Assistant Professor
Dept of Emergency Medicine		Clinical Faculty	Chan	Lisa	Professor
Dept of Emergency Medicine		Clinical Faculty	Deluca Jr	Lawrence	Assistant Professor
Dept of Emergency Medicine		Clinical Faculty	Denninghoff	Kurt	Professor
Dept of Emergency Medicine		Clinical Faculty	Dreifuss	Bradley	Assistant Professor
Dept of Emergency Medicine		Clinical Faculty	Farrell	Isaac	Clinical Assistant Professor
Dept of Emergency Medicine		Clinical Faculty	Fiorello	Albert	Associate Professor
Dept of Emergency Medicine		Clinical Faculty	Gaither	Joshua	Assistant Professor
Dept of Emergency Medicine		Clinical Faculty	Guisto	John	Professor
Dept of Emergency Medicine		Clinical Faculty	Hiller	Katherine	Associate Professor
Dept of Emergency Medicine		Clinical Faculty	Keim	Samuel	Department Head
Dept of Emergency Medicine		Clinical Faculty	Leetch	Aaron	Assistant Professor
Dept of Emergency Medicine		Clinical Faculty	Meislin	Harvey	Professor
Dept of Emergency Medicine		Clinical Faculty	Min	Alice	Assistant Professor
Dept of Emergency Medicine		Clinical Faculty	Mosier	Jarrod	Assistant Professor
Dept of Emergency Medicine		Clinical Faculty	Reilly	Kevin	Associate Professor
Dept of Emergency Medicine		Clinical Faculty	Rhodes	Suzanne	Assistant Professor
Dept of Emergency Medicine			Rosen	Peter	Professor
Dept of Emergency Medicine		Clinical Faculty	Sakles	John	Professor
Dept of Emergency Medicine		Clinical Faculty	Sanders	Arthur	Professor
Dept of Emergency Medicine		Clinical Faculty	Shirazi	Farshad (Mazda)	Associate Professor
Dept of Emergency Medicine		Clinical Faculty	Stoneking	Lisa	Associate Professor
Dept of Emergency Medicine		Clinical Faculty	Valenzuela	Terence	Professor

Dept of Emergency Medicine		Clinical Faculty	Viscusi	Chad	Assistant Professor
Dept of Emergency Medicine		Clinical Faculty	Walter	Frank	Professor
Dept of Emergency Medicine		Clinical Faculty	Waterbrook	Anna	Assistant Professor
Dept of Emergency Medicine		Clinical Faculty	Woolridge	Dale	Professor
Emergency Medicine		Regular App/Fac Fiscal	Cairns	Charles Bennett	Vice Dean
Family and Community Medicine		Clinical Faculty	Bassford	Tamsen	Associate Professor
Family and Community Medicine		Clinical Faculty	Cagno	Colleen	Associate Professor
Family and Community Medicine		Regular App/Fac Fiscal	Gonzales	Carlos	Assistant Dean
Family and Community Medicine		Clinical Faculty	Gordon	Paul	Director
Family and Community Medicine		Regular App/Fac Fiscal	Johnson	Lane	Director
Family and Community Medicine		Clinical Faculty	Jordahl-Iafrato	Melody	Assistant Professor
Family and Community Medicine		Clinical Faculty	Kolman	Karyn	Assistant Professor
Family and Community Medicine		Clinical Faculty	Kutob	Randa	Associate Professor
Family and Community Medicine		Clinical Faculty	Lebensohn	Patricia	Professor
Family and Community Medicine		Clinical Faculty	McClure	Craig	Professor
Family and Community Medicine		Clinical Faculty	McNulty	Holly	Assistant Professor
Family and Community Medicine		Clinical Faculty	Muramoto	Myra	Chair
Family and Community Medicine		Clinical Faculty	Murrain	Victoria	Assistant Dean
Family and Community Medicine		Clinical Faculty	Pettit	Jessie	Assistant Professor
Family and Community Medicine		Clinical Faculty	Ricker	Mari	Associate Professor
Family and Community Medicine		Clinical Faculty	Siwik	Violet	Associate Dean
Family and Community Medicine		Clinical Faculty	Sunderman	Krista	Assistant Professor
Family and Community Medicine		Regular App/Fac Fiscal	Weiss	Barry	Professor
Medical Imaging		Clinical Faculty	Arteaga	Veronica	Assistant Professor
Medical Imaging		Clinical Faculty	Borders	Marisa	Assistant Professor
Medical Imaging		Clinical Faculty	Capp	Michael	Professor Emeritus
Medical Imaging		Clinical Faculty	Carmody	Raymond	Professor
Medical Imaging		Clinical Faculty	Costello	James	Assistant Professor
Medical Imaging		Clinical Faculty	Desoky	Sarah	Assistant Professor
Medical Imaging		Clinical Faculty	Erly	William	Professor
Medical Imaging		Clinical Faculty	Fitzpatrick	Kimberly	Assistant Professor
Medical Imaging		Clinical Faculty	Gilbertson-Dahdal	Dorothy	Associate Professor
Medical Imaging		Clinical Faculty	Hennemeyer	Charles	Assistant Professor
Medical Imaging		Clinical Faculty	Kalb	Bobby	Associate Professor
Medical Imaging		Clinical Faculty	Khan	Rihan	Assistant Professor
Medical Imaging		Clinical Faculty	Kubal	Wayne	Professor
Medical Imaging		Clinical Faculty	Kuo	Phillip	Professor
Medical Imaging		Clinical Faculty	Martin	Diego	Department Chair
Medical Imaging		Clinical Faculty	Oliva	Isabel	Assistant Professor
Medical Imaging		Clinical Faculty	Ovitt	Theron	Professor
Medical Imaging		Clinical Faculty	Taljanovic	Mihra	Professor
Medicine	Cardiology: Noninvasive	Clinical Faculty	Abidov	Aiden	Associate Professor
Medicine	Medical Oncology without Infustion	Clinical Faculty	Ahmann	Frederick	Professor
Medicine	Hospitalists	Clinical Faculty	Ainapurapu	Bujji	Assistant Professor
Medicine	General Internal Medicine	Clinical Faculty	Albuquerque Ferreira	Joao	Assistant Professor

Medicine	Cardiology: Noninvasive	Clinical Faculty	Alpert	Joseph	Professor
Medicine		Clinical Faculty	Azar	Catherine	Associate Professor
Medicine	Gastroenterology	Clinical Faculty	Banerjee	Bhaskar	Professor
Medicine	Pulmonary Disease	Clinical Faculty	Berry	Cristine	Assistant Professor
Medicine	Pulmonary Disease	Clinical Faculty	Bime	Christian	Assistant Professor
Medicine		Clinical Faculty	Bloom	John	Associate Professor
Medicine	Gastroenterology	Clinical Faculty	Boyer	Thomas	Professor
Medicine	Pulmonary Disease	Clinical Faculty	Campion	Janet	Associate Professor
Medicine	Allergy / Immunology	Clinical Faculty	Carr	Tara	Assistant Professor
Medicine	Medical Onoclogy without Infusion	Clinical Faculty	Chalasani	Pavani	Assistant Professor
Medicine	Medical Oncology without Infustion	Clinical Faculty	Cranmer	Lee	Associate Professor
Medicine	Gastroenterology	Clinical Faculty	Cunningham	John	Professor
Medicine	Dermatology	Clinical Faculty	Curiel-Lewandrowski	Clara	Associate Professor
Medicine	Cardiology: Noninvasive	Clinical Faculty	Desai	Ankit	Assistant Professor
Medicine	General Internal Medicine	Clinical Faculty	Desai	Archita	Assistant Professor
Medicine	Medical Onoclogy without Infusion	Clinical Faculty	Elquza	Emad	Assistant Professor
Medicine	Pulmonary Disease	Clinical Faculty	Factor	Phillip	Professor
Medicine	Geriatric Medicine	Clinical Faculty	Fain	Mindy	Professor
Medicine		Clinical Faculty	Fenster	Paul	Associate Professor
Medicine	General Internal Medicine	Clinical Faculty	Ferreira	Joao	Assistant Professor
Medicine	Rheumatology		Gall	Eric	Professor
Medicine	Medical Oncology without Infusion	Clinical Faculty	Garland	Linda	Associate Professor
Medicine	Gastroenterology	Clinical Faculty	Gavini	Hemanth	Assistant Professor
Medicine	Gastroenterology	Clinical Faculty	Goldschmid	Steve	Associate Vice President
Medicine	Rheumatology	Clinical Faculty	Grau	Rafael	Professor
Medicine	Endocrinology / Metabolism	Clinical Faculty	Herbst	Karen	Associate Professor
Medicine			Hersh	Evan	
Medicine		Clinical Faculty	Horwitz	Randy	Medical Director
Medicine	Cardiology: Elctrophysiology	Clinical Faculty	Indik	Julia	Associate Professor
Medicine	Medical Oncology without Infusion	Clinical Faculty	Jeter	Joanne	Associate Professor
Medicine	Endocrinology / Metabolism	Clinical Faculty	Johnson	David	Professor
Medicine	Nephrology	Clinical Faculty	Kadambi	Pradeep	Associate Professor
Medicine	Cardiology: Invasive Interventional	Clinical Faculty	Kern	Karl	Professor
Medicine	Infectious Disease	Clinical Faculty	Klotz	Stephen	Professor
Medicine	Pulmonary Disease	Clinical Faculty	Knepler	James	Associate Professor
Medicine	Pulmonary Disease	Clinical Faculty	Knox	Kenneth	Associate Professor
Medicine	Medical Oncology without Infusion	Clinical Faculty	Kraft	Andrew	Director
Medicine	Pulmonary Disease	Clinical Faculty	Kraft	Monica	Chair
Medicine	Rheumatology	Clinical Faculty	Kwoh	Chian	Professor
Medicine	Cardiology: Invasive Interventional	Clinical Faculty	Lassar	Tom	Professor
Medicine	General Internal Medicine	Clinical Faculty	Laukaitis	Christina	Assistant Professor
Medicine	Rheumatology	Clinical Faculty	Lisse	Jeffrey	Professor
Medicine	Medical Oncology without Infusion	Clinical Faculty	Livingston	Robert	Professor
Medicine		Clinical Faculty	Maizes	Victoria	Executive Director
Medicine	Pulmonary Disease	Clinical Faculty	Malo	Joshua	Assistant Professor

Medicine		Ancillary App/FacTemp Funding	Marcus	Frank	Professor Emeritus
Medicine	Pulmonary Disease	Clinical Faculty	Meinke	Laura	Assistant Professor
Medicine		Clinical Faculty	Moynahan	Kevin	Deputy Dean
Medicine	Sleep Medicine	Clinical Faculty	Parthasarathy	Sairam	Associate Professor
Medicine	Endocrinology / Metabolism	Clinical Faculty	Pendergrass	Merri	Professor
Medicine	Medical Oncology without Infusion	Clinical Faculty	Persky	Daniel	Associate Professor
Medicine	Infectious Disease	Clinical Faculty	Po	John Leander	Clinical Associate Professor
Medicine	Medical Oncology without Infusion	Clinical Faculty	Puvvada	Soham	Assistant Professor
Medicine	Pulmonary Disease	Clinical Faculty	Rischard	Franz	Assistant Professor
Medicine	Cardiology: Noninvasive	Clinical Faculty	Roeske	William	Professor
Medicine	Medical Oncology without Infusion	Clinical Faculty	Schatz	Jonathan	Assistant Professor
Medicine	Cardiology: Invasive Interventional	Clinical Faculty	Slepian	Marvin	Professor
Medicine	Dermatology	Clinical Faculty	Sligh Jr	James	Associate Professor
Medicine	Pulmonary Disease	Clinical Faculty	Snyder	Linda	Professor
Medicine	Endocrinology / Metabolism	Clinical Faculty	Stump	Craig	Associate Professor
Medicine	Nephrology	Clinical Faculty	Sussman	Amy	Assistant Professor
Medicine	Cardiology: Noninvasive	Clinical Faculty	Sweitzer	Nancy	Professor
Medicine	Gastroenterology	Clinical Faculty	Taleban	Sasha	Assistant Professor
Medicine		Clinical Faculty	Tardiff	Jil	Professor
Medicine	Gastroenterology	Clinical Faculty	Trowers	Eugene	Professor
Medicine		Clinical Faculty	Unger	Evan	Co-Leader
Medicine	Hospitalists	Clinical Faculty	Vemulapalli	Tejo	Assistant Professor
Medicine	Rheumatology	Clinical Faculty	Vina	Ernest	Assistant Professor
Medicine	Medical Oncology without Infusion	Clinical Faculty	Yeager	Andrew	Professor
Medicine	Infectious Disease	Clinical Faculty	Zangeneh	Tirdad	Assistant Professor
Medicine	Dermatology	Clinical Faculty	Zeitouni	Nathalie	Professor
Neurology		Clinical Faculty	Ahern	Geoffrey	Professor
Neurology		Clinical Faculty	Bamford	Colin	Associate Professor
Neurology		Clinical Faculty	Coull	Bruce	Deputy Dean
Neurology		Clinical Faculty	Drake	Kendra	Associate Professor
Neurology		Clinical Faculty	Hishaw	Georg	Assistant Professor
Neurology		Clinical Faculty	Horak	Holli	Associate Professor
Neurology		Clinical Faculty	Kidwell	Stella (Chelsea)	Professor
Neurology			Koshi	Anita	
Neurology		Clinical Faculty	Kulin	Wendi	Assistant Professor
Neurology		Clinical Faculty	La Wall	John	Clinical Associate Professor
Neurology		Clinical Faculty	Labiner	David	Department Head
Neurology		Clinical Faculty	Scherer	Katalin	Associate Professor
Neurology		Clinical Faculty	Sherman	Scott	Associate Professor
Obstetrics and Gynecology		Clinical Faculty	Addis	Ilana	Associate Professor
Obstetrics and Gynecology		Clinical Faculty	Chambers	Setsuko	Professor
Obstetrics and Gynecology		Clinical Faculty	Hatch	Kenneth	Professor
Obstetrics and Gynecology		Clinical Faculty	Lesser	Karen	Associate Professor
Obstetrics and Gynecology		Clinical Faculty	Maciulla	James	Assistant Professor
Obstetrics and Gynecology		Clinical Faculty	Meyer Jr.	William	Clinical Associate Professor

Obstetrics and Gynecology		Clinical Faculty	Mitchell	Amy	Assistant Professor
Obstetrics and Gynecology		Clinical Faculty	Reed	Heather	Assistant Professor
Obstetrics and Gynecology		Clinical Faculty	Reed	Kathryn	Department Head
Ophthalmology & Vision Science		Clinical Faculty	Altenbernd	Todd	Assistant Professor
Ophthalmology & Vision Science		Clinical Faculty	Christoforidis	John	Associate Professor
Ophthalmology & Vision Science		Clinical Faculty	Miller	Joseph	Department Head
Ophthalmology & Vision Science		Clinical Faculty	Smith	Jordana	Assistant Professor
Ophthalmology & Vision Science		Clinical Faculty	Tsai	Patrick	Associate Professor
Ophthalmology & Vision Science		Clinical Faculty	Twelker	John	Associate Professor
Ophthalmology & Vision Science		Clinical Faculty	Wang	Mingwu	Associate Professor
Ophthalmology & Vision Science		Clinical Faculty	Yu	Le	Assistant Professor
Orthopedic Surgery		Clinical Faculty	DeSilva	Gregory	Associate Professor
Orthopedic Surgery		Clinical Faculty	Dohm	Michael	Assistant Professor
Orthopedic Surgery		Clinical Faculty	Latt	L. (Daniel)	Assistant Professor
Orthopedic Surgery			Porter	Donald	
Orthopedic Surgery		Clinical Faculty	Ruth	John	Department Head
Orthopedic Surgery		Clinical Faculty	Sheppard	Joseph	Professor
Orthopedic Surgery		Clinical Faculty	Smith	Jordan	Clinical Associate Professor
Orthopedic Surgery		Clinical Faculty	Truchan	Lisa	Assistant Professor
Orthopedic Surgery		Clinical Faculty	Turker	Tolga	Assistant Professor
Orthopedic Surgery		Clinical Faculty	Wild	Jason	Assistant Professor
Otolaryngology		Clinical Faculty	Chang	Eugene	Associate Professor
Otolaryngology		Clinical Faculty	Chiu	Alexander	Chair
Otolaryngology		Clinical Faculty	Erman	Audrey	Assistant Professor
Otolaryngology		Clinical Faculty	Gernon	Thomas	Assistant Professor
Otolaryngology		Clinical Faculty	Jacob	Abraham	Associate Professor
Pathology		Clinical Faculty	Bhattacharyya	Achyut	Department Head
Pathology		Clinical Faculty	Boyer	Leslie	Medical Director
Pathology		Clinical Faculty	Bracamonte	Erika	Associate Professor
Pathology		Regular App/Fac Fiscal	Brothman	Arthur	Professor
Pathology		Regular App/Fac Fiscal	De	Barun	Professor
Pathology		Clinical Faculty	Larsen	Brandon	Assistant Professor
Pathology		Clinical Faculty	Rance	Naomi	Associate Department Head
Pathology		Clinical Faculty	Rimsza	Lisa	Professor
Pathology		Clinical Faculty	Sobonya	Richard	Professor
Pathology		Clinical Faculty	Spier	Catherine	Professor
Pathology		Clinical Faculty	Weinstein	Ronald	Director
Pathology		Clinical Faculty	Zheng	Wenxin	Professor
Pediatrics		Clinical Faculty	Apostol	Emmanuel	Associate Professor
Pediatrics		Clinical Faculty	Barber	Brent	Professor
Pediatrics		Clinical Faculty	Bedrick	Alan	Professor
Pediatrics		Clinical Faculty	Berg	Marc	Professor
Pediatrics		Clinical Faculty	Brown	Mark	Professor
Pediatrics		Clinical Faculty	Chin	Cindy	Assistant Professor
Pediatrics		Clinical Faculty	Clemens	Conrad	Associate Dean

Pediatrics		Clinical Faculty	Daines	Michael	Associate Professor
Pediatrics		Clinical Faculty	Daines	Cori	Associate Professor
Pediatrics		Clinical Faculty	Elliott	Sean	Professor
Pediatrics		Clinical Faculty	Franke	Hillary	Associate Professor
Pediatrics		Clinical Faculty	Gerhart	Kimberly	Assistant Professor
Pediatrics		Clinical Faculty	Ghishan	Fayez	Department Head
Pediatrics		Clinical Faculty	Hassan	Hassan	Professor
Pediatrics		Clinical Faculty	Katsanis	Emmanuel	Professor
Pediatrics		Clinical Faculty	Klewer	Scott	Professor
Pediatrics		Clinical Faculty	Lowe, Jr.	Merlin	Associate Professor
Pediatrics		Clinical Faculty	Marshall, Jr.	William	Professor
Pediatrics		Clinical Faculty	Martinez	Fernando	Director
Pediatrics		Clinical Faculty	Moore	Melissa	Assistant Professor
Pediatrics		Clinical Faculty	Morgan	Wayne	Professor
Pediatrics		Clinical Faculty	Rice	Sydney	Associate Professor
Pediatrics		Clinical Faculty	Samson	Ricardo	Professor
Pediatrics		Clinical Faculty	Shehab	Ziad	Professor
Pediatrics		Clinical Faculty	Shehab	Kareem	Assistant Professor
Pediatrics		Clinical Faculty	Theodorou	Andreas	Professor
Pediatrics		Clinical Faculty	Typpo	Katri	Assistant Professor
Pediatrics		Clinical Faculty	Wahl	Richard	Professor
Pediatrics		Clinical Faculty	Wheeler	Mark	Associate Professor
Pediatrics		Clinical Faculty	Zeng	Yi	Assistant Professor
Psychiatry		Clinical Faculty	Breitborde	Nicholas	Assistant Professor
Psychiatry		Clinical Faculty	Curry	Jason	Clinical Assistant Professor
Psychiatry		Clinical Faculty	Haynes	Patricia	Assistant Professor
Psychiatry		Clinical Faculty	Kaempf	Aimee	Assistant Professor
Psychiatry		Clinical Faculty	Lane	Richard	Professor
Psychiatry		Clinical Faculty	Malone	Matthew	Clinical Associate Professor
Psychiatry		Clinical Faculty	Misiaszek	John	Professor
Psychiatry		Regular App/Fac Fiscal	Moreno	Francisco	Deputy Dean
Psychiatry		Clinical Faculty	Morenz, III	Bernard	Associate Professor
Psychiatry		Clinical Faculty	Racy	John Cecil	Professor
Psychiatry		Clinical Faculty	Raison	Charles	Professor
Psychiatry		Clinical Faculty	Ranjbar	Noshene	Assistant Professor
Psychiatry		Clinical Faculty	Sanderlin	Kathryn	Assistant Professor
Psychiatry		Clinical Faculty	Smith	Kathy	Clinical Associate Professor
Psychiatry		Clinical Faculty	Thienhaus	Ole	Department Head
Psychiatry		Clinical Faculty	Villagomez	Amelia	Assistant Professor
Psychiatry		Clinical Faculty	Weihs	Karen	Professor
Radiation Oncology		Clinical Faculty	Dougherty	Shona	Professor
Radiation Oncology		Clinical Faculty	Stea	Baldassarre	Department Head
Radiation Oncology		Clinical Faculty	Yi	Sun	Assistant Professor
Surgery	Vascular	Clinical Faculty	Armstrong	David	Professor
Surgery	Neuro	Clinical Faculty	Baaj	Ali	Assistant Professor

Surgery	Plastic	Clinical Faculty	Breidenbach, III	Warren	Professor
Surgery	Neuro	Clinical Faculty	Dumont	Travis	Assistant Professor
Surgery	Trauma	Clinical Faculty	Friese	Randall	Professor
Surgery	MIS	Clinical Faculty	Galvani	Carlos	Associate Professor
Surgery	CT	Clinical Faculty	Gharagozloo	Farid	Professor
Surgery	Vascular	Clinical Faculty	Goshima	Kaoru	Associate Professor
Surgery	Trauma	Clinical Faculty	Gries	Lynn	Assistant Professor
Surgery	Surg Onc	Clinical Faculty	Guerrero	Marlon	Assistant Professor
Surgery	Transp		Harland	Robert	Professor
Surgery	Transp	Clinical Faculty	Jie	Tun	Assistant Professor
Surgery	Trauma	Clinical Faculty	Joseph	Bellal	Associate Professor
Surgery	Neuro	Clinical Faculty	Kasoff	Willard	Assistant Professor
Surgery	CT	Clinical Faculty	Khalpey	Zain	Associate Professor
Surgery		Clinical Faculty	Kim	Samuel	Assistant Professor
Surgery		Clinical Faculty	Latifi	Rifat	Professor
Surgery	Neuro	Clinical Faculty	Lemole Jr	G. Michael	Professor
Surgery	CT	Clinical Faculty	Lick	Scott	Professor
Surgery	Vascular	Clinical Faculty	Mills, Sr.	Joseph	Professor
Surgery	Surg Onc	Clinical Faculty	Neumayer	Leigh	Professor
Surgery	Surg Onc	Clinical Faculty	Nfonsam	Valentine	Assistant Professor
Surgery	Trauma	Clinical Faculty	O'Keeffe	Terence	Associate Professor
Surgery	Transp	Clinical Faculty	Porubsky	Marian	Assistant Professor
Surgery	Trauma	Clinical Faculty	Rhee	Peter	Professor
Surgery	Trauma	Clinical Faculty	Tang	Andrew	Assistant Professor
Surgery	CT	Clinical Faculty	Teodori	Michael	Clinical Professor
Surgery	CT	Clinical Faculty	Thompson, III	Jess	Assistant Professor
Surgery	Vascular	Clinical Faculty	Trinidad Hernandez	Magdiel	Assistant Professor
Surgery	Urology	Clinical Faculty	Twiss	Christian	Associate Professor
Surgery	Trauma	Clinical Faculty	Vercruysse	Gary	Associate Professor
Surgery	Surg Onc	Clinical Faculty	Viscusi	Rebecca	Assistant Professor
Surgery	Gen Surg	Clinical Faculty	Waer	Amy	Associate Dean
Surgery	Urology	Clinical Faculty	Walker	Jonathan	Associate Professor
Surgery	Surg Onc	Clinical Faculty	Warneke	James	Associate Professor
Surgery	Neuro	Clinical Faculty	Weinand	Martin	Professor

Schedule 4.1.4(d)

COM-P Faculty Physicians with Independent Practice Activities

See attached.

Schedule 4.1.4(d)

COM-P Faculty Physicians Employed by UA and Engaged in Clinical Practice Activities on an Independent Basis

Academic Affiliation Agreement

Academic Department Name	Employer	Last	First	Faculty Title	Track	Paid Administrative Titles	ABOR Code Description
Medicine Administration; Bioethics and Medical Humanism	University of Arizona	Allie	Jennifer	Assistant Professor	Educator Scholar	Assistant Dean, Faculty Affairs and Development; co-Director Office of Diversity and Inclusion	Academic Professional
Basic Medical Sciences	University of Arizona	Anderson	Trent R	Assistant Professor	Tenure-eligible	N/A	Faculty
Medicine Administration; Internal Medicine	University of Arizona; Private Practice	Bailey	Joan F	Clinical Assistant Professor	Clinical Series	Co-Director, GIMDO; Co-Director, Neuroscience Block	Academic Professional
Family, Community and Preventive Medicine	University of Arizona & Private Practice	Baldemor	Deborah L	Clinical Assistant Professor	Clinical series	Extra Help Faculty	N/A
Child Health	University of Arizona & Phoenix Children's Hospital	Barcelona	Dawn S	Clinical Assistant Professor	Clinical series	Co-Director, REBLS Block	N/A
Emergency Medicine	University of Arizona & Maricopa Integrated Health System	Bayless	Patricia A	Clinical Assistant Professor	Clinical Series	Extra Help Faculty	N/A
Medicine Administration; Child Health; Internal Medicine	University of Arizona; John C. Lincoln	Berkowitz	Jared	Clinical Assistant Professor	Clinical Series	Extra Help Appointed	Academic Professional
AHSL; Biomedical Informatics	University of Arizona	Bickford	David L	Assistant Professor of Practice	Professor of Practice	Director, Phoenix Biomedical Campus Library	Academic Professional
Medicine Administration; Emergency Medicine	University of Arizona; Maricopa Integrated Health System	Bobrow	Bentley J	Professor	Clinical Scholar	EMS/ADHS	Faculty

Schedule 4.1.4(d)

COM-P Faculty Physicians Employed by UA and Engaged in Clinical Practice Activities on an Independent Basis

Academic Affiliation Agreement

Basic Medical Sciences	University of Arizona	Boehmer	Paul E	Professor	Tenured	Chair, Basic Medical Sciences	Administrative
Medicine Administration; Family, Community and Preventive Medicine	University of Arizona & Wesley Community Center	Brite	Kathleen	Clinical Assistant Professor	Clinical Series	Director, Family, Community and Preventive Medicine Clerkship	Academic Professional
Intentionally deleted.							
Neurology	University of Arizona & Private Practice	Campagnalo	Denise	Professor	Clinical Scholar	Co Director, NMS Block	Academic Professional
AHSL; Biomedical Informatics	University of Arizona	Carlson	Kathleen N	Assistant Professor of Practice	Professor of Practice	Associate Librarian	Academic Professional
Medicine Adminsitration; Family, Community and Preventive Medicine	University of Arizona; Maricopa Integrated Health System	Cartsonis	Jonathan	Clinical Assistant Professor	Clinical Series	Director, Rurual Health Program	Academic Professional
Family, Community and Preventive Medicine	University of Arizona	Chadwick	Jacqueline A	Professor	Educator Scholar	Vice Dean, Academic Affairs-Phoenix	Administrative
Medicine Administration	University of Arizona	Cunningham	Tara	Assistant Professor	Educator Scholar	Assistant Dean, Admissions and Recruitment; co-Director Diversity and Inclusion	Academic Professional
Internal Medicine	University of Arizona & Private Practice	El-Ali	Ibrahim M	Clinical Assistant Professor	Clinical Series	Extra Help Faculty, Doctoring	N/A
Family, Community and Preventive Medicine	University of Arizona & Private Practice	Fani Marvasti	Farshad	Clinical Assistant Professor	Clinical Series	Extra Help Faculty	N/A

Schedule 4.1.4(d)

COM-P Faculty Physicians Employed by UA and Engaged in Clinical Practice Activities on an Independent Basis

Academic Affiliation Agreement

Basic Medical Sciences	University of Arizona	Ferguson	Deveroux	Assistant Professor	Tenure-eligible		Faculty
Research Administration; Neurology	University of Arizona	Feuerstein	Burt	Professor	Educator Scholar	Research Specialist	Academic Professional
Medicine Administration; Pathology	University of Arizona; Maricopa County Office of the Medical Examiner	Fischione	Mark A	Associate Professor	Clinical Scholar	Co-Director, Anatomy Block	Academic Professional
Academic Affairs	University of Arizona	Fisher	Rebecca E	Director, Gross Anatomy Laboratory	Appointed Professional	Director, Gross Anatomy Laboratory	Academic Professional
Basic Medical Sciences	University of Arizona	Fisher	Rebecca E	Associate Professor	Tenured		Faculty
Medicine Administration; Pathology; Basic Medical Sciences	University of Arizona	Flynn	Stuart D	Professor	Tenured	Dean, College of Medicine-Phoenix Campus	Administrative
Basic Medical Sciences	University of Arizona	Gallitano-Mendel	Amelia L	Associate Professor	Tenured	n/a	Faculty
Family, Community and Preventive Medicine	University of Arizona & Private Practice	Garcia	Barbara L	Clinical Assistant Professor	Clinical Series	Extra Help Faculty	N/A
Basic Medical Sciences	University of Arizona	Gonzales	Rayna J	Associate Professor	Tenured	n/a	Faculty
Medicine Administration; Biomedical Informatics	University of Arizona	Grossman	Michael	Professor	Educator Scholar	Associate Dean, Graduate Medical Education-Phoenix Programs	Administrative
Basic Medical Sciences	University of Arizona	Gu	Jian	Assistant Professor	Research Scholar	Assistant Professor, Center for Applied NanoBioscience and Medicine	Faculty

Schedule 4.1.4(d)

COM-P Faculty Physicians Employed by UA and Engaged in Clinical Practice Activities on an Independent Basis

Academic Affiliation Agreement

Basic Medical Sciences	University of Arizona	Gustin	Kurt E	Associate Professor	Tenure-eligible	Block Director, MBLD	Faculty
Basic Medical Sciences	University of Arizona	Hale	Taben	Assistant Professor	Tenure-eligible	n/a	Faculty
Medicine Administration; Family, Community and Preventive Medicine	University of Arizona & Private Practice	Hall	Georgia G	Associate Professor	Educator Scholar	Co-Director, RGDLS Block	Faculty
Internal Medicine	University of Arizona & Maricopa Integrated Health System	Hamidi	Syma A	Clinical Assistant Professor	Clinical Series	Extra Help Faculty	N/A
Basic Medical Sciences	University of Arizona	Hammer Jr	Ronald P	Professor	Tenured	n/a	Faculty
Basic Medical Sciences	University of Arizona	Handa	Robert J	Professor	Tenured	n/a	Faculty
Medicine Administration; Family, Community and Preventive Medicine; Bioethics and Medical Humanism	University of Arizona & Scottsdale Healthcare	Hartmark-Hill	Jennifer Rebekah	Assistant Professor	Educator Scholar	Director, Capstones	Academic Professional
Basic Medical Sciences	University of Arizona	Hastings	Karen Taraszka	Associate Professor	Tenured		Faculty
Basic Medical Sciences	University of Arizona	Haussler	Mark R	Professor	Tenured		Faculty
Basic Medical Sciences	University of Arizona	Herbst-Kralovetz	Melissa	Assistant Professor	Tenure-eligible		Faculty

Schedule 4.1.4(d)

COM-P Faculty Physicians Employed by UA and Engaged in Clinical Practice Activities on an Independent Basis

Academic Affiliation Agreement

Basic Medical Sciences	University of Arizona	Hill	Cheryl A	Assistant Professor	Educator Scholar		Faculty
Basic Medical Sciences	University of Arizona	Hsieh	Jui-Cheng	Assistant Professor	Research Scholar		Faculty
Family, Community and Preventive Medicine	University of Arizona & Private Practice	Jose-Miller	Alaina B	Clinical Assistant Professor	Clinical Series	Extra Help Faculty	N/A
Medicine Administration; Neurology	University of Arizona	Kala	Mrinalini	Research Assistant Professor	Clinical Series	Director, Flow Cytometry	Academic Professional
Family/Community and Preventive Medicine	University of Arizona & Private Practice	Kearney	John	Clinical Assistant Professor	Clinical Series	Extra Help Faculty	N/A
Basic Medical Sciences	University of Arizona	Kim	Suwon	Associate Professor	Tenured	n/a	Faculty
Medicine Administration; Bioethics and Medical Humanism	University of Arizona & Private Practice	Kravetz	Robert	Clinical Professor	Clinical Series	Facilitator, Case Based Instruction	Academic Professional
Medicine Administration; Internal Medicine	University of Arizona & Private Practice	Kurland	Adrienne G	Clinical Assistant Professor	Clinical Series	Extra Help Faculty	Academic Professional
Medicine Administration; Family, Community and Preventive Medicine	University of Arizona	Lundy	Michele B	Associate Professor	Educator Scholar	Physician, Doctoring Program	Academic Professional
Medicine Administration; Family, Community and Preventive Medicine	University of Arizona	Lundy	Michele B	Associate Professor	Educator Scholar	Director, Intersessions	Academic Professional
Medicine Adminsitration; Family, Community and Preventive Medicine	University of Arizona & Private Practice	Maddela	J Edward B	Clinical Assistant Professor	Clinical Series	Assistant Director, Doctoring Program	Academic Professional

Schedule 4.1.4(d)

COM-P Faculty Physicians Employed by UA and Engaged in Clinical Practice Activities on an Independent Basis

Academic Affiliation Agreement

Medicine Administration; Family, Community and Preventive Medicine	University of Arizona & Scottsdale Healthcare	Marlow	Robert A	Professor	Clinical Scholar	COM-P AP&T Committee Chair	Academic Professional
Medicine Administration; Internal Medicine	University of Arizona & Private Practice	Maurer	Janet R	Clinical Professor	Clinical Series	Co-Director, PRAB Block	Academic Professional
Medicine Adminsitration; Family, Community and Preventive Medicine	University of Arizona & Private Practice	McCartan	Susan Ann	Assistant Professor	Educator Scholar	Chair, CBI Subcommittee; Assistant Director, Doctoring Program	Academic Professional
Medicine Administration	University of Arizona	McEchron	Matthew	Professor	Educator Scholar	N/A	N/A
Medicine Administration; Child Health	University of Arizona & Private Practice	Miles	Casey L	Clinical Assistant Professor	Clinical Series	Extra Help Faculty, Doctoring	Academic Professional
Internal Medicine	University of Arizona & Phoenix VA Healthcare System	Moffitt	Maricela P	Professor	Educator Scholar	Director, Doctoring Curriculum	Academic Professional
Medicine Administration; Internal Medicine	University of Arizona & Private Practice	Moffitt	Robert A	Clinical Assistant Professor	Clinical Series	Co-Director, CPR Block	Academic Professional
Medicine Administration; Child Health	University of Arizona & Private Practice	Mohty	May	Clinical Assistant Professor	Clinical Series	Extra Help Faculty	Academic Professional
Family, Community and Preventive Medicine	University of Arizona & Maricopa Integrated Health System	Munir	Seema N	Clinical Assistant Professor	Clinical Series	Extra Help Faculty	N/A
Medicine Administration; Psychiatry	University of Arizona & Private Practice	Nelson	Erin M	Assistant Professor	Educator Scholar	Director, Behavioral Science Theme	Academic Professional

Schedule 4.1.4(d)

COM-P Faculty Physicians Employed by UA and Engaged in Clinical Practice Activities on an Independent Basis

Academic Affiliation Agreement

Medicine Administration; Obstetrics and Gynecology	University of Arizona; St. Joseph's Hospital	Nelson	Linda Robin	Professor	Educator Scholar	Director, PreClinical Block-Reproduction Development Growth and Life Span; Director Group on Women in Medicine and Science	Academic Professional
Medicine Administration; Internal Medicine	University of Arizona & Private Practice	Niggemann	Elaine H	Clinical Assistant Professor	Clinical Series	Director, CPR Block	Academic Professional
Basic Medical Sciences	University of Arizona	Nikulina	Ella M	Associate Professor	Research Scholar	n/a	Faculty
Basic Medical Sciences	University of Arizona & Banner Sun Health Research Institute	Oddo	Salvatore	Associate Professor	Tenure-eligible	n/a	Faculty
Family, Community and Preventive Medicine	University of Arizona	Pagel	Cheryl J	Associate Professor	Educator Scholar	Director, Career Advising Careers in Medicine	Academic Professional
Child Health	University of Arizona & Banner Health System	Pearl	Jeffrey M	Clinical Professor	Clinical Series	Extra Help Faculty	N/A
Medicine Administration; Family, Community and Preventive Medicine	University of Arizona & Private Practice	Petitti	Diana B	Clinical Professor	Clinical Series	Extra Help Faculty	Academic Professional
Basic Medical Sciences	University of Arizona	Qiu	Shenfeng	Assistant Professor	Tenure-eligible	n/a	Faculty
Emergency Medicine	University of Arizona	Restifo	Karen M	Associate Professor	Educator Scholar	Associate Dean, Student Affairs/COM-Phoenix Campus	Administrative
Medicine Administration	University of Arizona	Rinehart	James	Assistant Professor of Practice	Professor of Practice	N/A	N/A

Schedule 4.1.4(d)

COM-P Faculty Physicians Employed by UA and Engaged in Clinical Practice Activities on an Independent Basis

Academic Affiliation Agreement

Family, Community and Preventive Medicine	University of Arizona & Mayo Clinic/Scottsdale	Rutkowski	Richard H	Clinical Assistant Professor	Clinical Series	Extra Help Faculty	N/A
Medicine Administration; Family, Community and Preventive Medicine	University of Arizona & Private Practice	Saritian	Shahrzad	Clinical Assistant Professor	Clinical Series	Facilitator, Case Based Instruction	Academic Professional
Bioethics and Medical Humanism	University of Arizona	Savi	Christine	Assistant Professor	Educator Scholar	N/A	N/A
Medicine Administration; Internal Medicine	University of Arizona & Private Practice	Sell	Miriam L	Assistant Professor	Educator Scholar	Director, Longitudinal Clinical Experience	Academic Professional
Basic Medical Sciences	University of Arizona	Sertil	Aparna R	Assistant Professor	Tenure-eligible	n/a	Faculty
Basic Medical Sciences	University of Arizona	Shapiro	Joan Rankin	Professor	Research Scholar	Associate Dean, Research	Administrative
Basic Medical Sciences	University of Arizona	Sharma	Shalini	Assistant Professor	Tenure-eligible	n/a	Faculty
Child Health	University of Arizona & Phoenix Children's Hospital	Shub	Mitchell D	Professor	Clinical Scholar	Chair, Department of Child Health	Administrative
Biomedical Informatics	University of Arizona	Silverman	Howard D	Professor	Educator Scholar	Chair, Department of Biomedical Informatics	Administrative
Emergency Medicine	University of Arizona & Emergency Professional Services	Solem	Casey Ryan	Clinical Assistant Professor	Clinical Series	Extra Help Faculty, Doctoring	N/A
Basic Medical Sciences	University of Arizona	Standley	Paul R	Professor	Appointed Professional	Assistant Dean, Curricular Affairs	Academic Professional

Schedule 4.1.4(d)

COM-P Faculty Physicians Employed by UA and Engaged in Clinical Practice Activities on an Independent Basis

Academic Affiliation Agreement

Basic Medical Sciences	University of Arizona	Standley	Cynthia A	Professor	Educator Scholar	Block, NMS; Chair Curriculum Committee	Faculty
Family/Community and Preventive Medicine	University of Arizona & North Country Health Care	Stone Jr	Frederick	Clinical Associate Professor	Clinical Series	Extra Help Faculty	N/A
Medicine Administration; Internal Medicine	University of Arizona & Private Practice	Thomson	Brendan D	Clinical Assistant Professor	Clinical Series	Facilitator, Case Based Instruction	Academic Professional
Medicine Administration; Radiology	University of Arizona & Private Practice	Vansonnenberg	Eric	Clinical Professor	Clinical Series	Extra Help Appointed	Academic Professional
Basic Medical Sciences	University of Arizona	Whitfield	G Kerr	Assistant Professor	Research Scholar	n/a	Faculty
Medicine Administration; Family, Community and Preventive Medicine	University of Arizona & Private Practice	Williams-Vaughn	Imani N	Clinical Assistant Professor	Clinical Series	Extra Help Faculty	Academic Professional
Medicine Administration; Internal Medicine	University of Arizona & Private Practice	Wilson	Deidre A	Clinical Instructor	Clinical Series	Extra Help Faculty	Academic Professional
Basic Medical Sciences	University of Arizona	Zack	Shawn P	Assistant Professor	Educator Scholar	n/a	Faculty
Family, Community and Preventive Medicine	University of Arizona & Maricopa Integrated Health System	Zaragoza	Emily J	Clinical Assistant Professor	Clinical Series	Extra Help Faculty	N/A
Basic Medical Sciences	University of Arizona	Zenhausern	Frederic	Professor	Tenured	Director, Center for Applied NanoBioscience and Medicine	Academic Professional
Internal Medicine	University of Arizona & Carl T. Hayden VA Medical Center	Zubriski	Mark Alexander	Clinical Assistant Professor	Clinical Series	Extra Help Faculty	N/A

Schedule 4.1.5(c)

Employee Related Expenses

See attached.

University of Arizona
EMPLOYEE RELATED EXPENSES - BY EMPLOYEE CLASS
FISCAL YEAR 2014-2015
FINAL

E.R.E. ELEMENTS	APPOINTED & FACULTY REGULAR	FACULTY CLINICAL	FACULTY ANCILLARY	CLASSIFIED REGULAR	CLASSIFIED TEMPORARY	STUDENT EMPLOYEES	GRADUATE ASSISTANTS	GRADUATE ASSISTANTS TUITION REMISSION	GRADUATE ASSISTANTS COMBINED	FEDERAL EMPLOYEES
F.I.C.A.	6.00%	2.58%	6.91%	7.15%	7.46%	2.51%	0.00%	0.00%	0.00%	5.66%
RETIREMENT	8.28%	8.12%	0.32%	11.41%	3.01%	0.00%	0.00%	0.00%	0.00%	15.71%
HEALTH, DENTAL, LIFE	11.51%	1.88%	13.93%	25.37%	0.00%	0.00%	10.54%	0.00%	10.54%	8.87%
EMPLOYEE TUITION BENEFITS	0.48%	0.00%	0.00%	1.78%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
WORKER'S COMP	0.54%	0.54%	0.54%	0.54%	0.54%	0.54%	0.54%	0.00%	0.54%	0.54%
UNEMPLOYMENT	0.06%	0.06%	0.06%	0.06%	0.00%	0.00%	0.00%	0.00%	0.00%	0.06%
LIABILITY INSURANCE	0.38%	0.38%	0.38%	0.38%	0.38%	0.38%	0.38%	0.00%	0.38%	0.38%
TUITION REMISSION	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	79.11%	79.11%	0.00%
EMPLOYEE WELLNESS	0.12%	0.03%	0.15%	0.10%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
SUBTOTAL	27.37%	13.60%	22.29%	46.81%	11.40%	3.44%	11.47%	79.11%	90.58%	31.23%
CARRY FWD DFCT/(SRPLS)	1.20%	2.54%	5.79%	0.98%	-0.18%	-1.32%	1.82%	-29.12%	-27.29%	-4.03%
Rate (Unrounded)	28.57%	16.14%	28.08%	47.78%	11.22%	2.12%	13.29%	49.99%	63.29%	27.20%
ERE RATE (ROUNDED)	**28.6%**	**16.1%**	**28.1%**	**47.8%**	**11.2%**	**2.1%**	**13.3%**	**50.0%**	**63.3%**	**27.2%**
EMPLOYEE ERE CODE	4	5	7	2	3	1	8	8	8	6
ACCOUNT CONTROL NUMBER	9510	9511	9512	9513	9514	9515	9517	9518	9517-9518	9516

Schedule 4.1.6(b)(v)

BH- or BMG-Employed Physicians Practicing at BGSMC

BMG Physicians Who Do Not Practice Primarily at BGSMC and are Indefinitely Grandfathered to practice at BGSMC as BMG physicians:

Last	First	MI	Deg	Specialty
Hughes	**Jeremy**		**MD**	**Banner imaging Associates; non core at BGSMC**
Murphy	**James**		**MD**	**Banner imaging Associates; non core at BGSMC**
Zell	**Steven**		**MD**	**Banner imaging Associates; non core at BGSMC**
Starling	Mark	R	MD	Cardiology - CMO at Banner Heart
Al-Baghdadi	Mohamad	W	MD	eICU Intensivist
Ali	Suleiman		MD	eICU Intensivist
Alvarado-Valdes	Carlos	A	MD	eICU Intensivist
Anthony	Lina	A	MD	eICU Intensivist
Bayongan	Emmanuel	A	MD	eICU Intensivist
Comp	Robert	A	MD	eICU Intensivist
Fogelfeld	Keren		MD	eICU Intensivist
Fromm	Robert	E	MD	eICU Intensivist
Grill	Jeffrey	Alan	MD	eICU Intensivist
Khurana	Hargobind	S	MD	eICU Intensivist
Maxwell	Donald	Kaoru	DO	eICU Intensivist
McKeever	Rodney	Kevin	MD	eICU Intensivist
Nikhanj	Nidhi	S	MD	eICU Intensivist
Prater	Dean	R	MD	eICU Intensivist
Reddy	Hari	Racherla	MD	eICU Intensivist
Saft	Howard	Lawrence	MD	eICU Intensivist
Sandy	Gisella	L	MD	eICU Intensivist
Seabaugh	Valerie	Ann	MD	eICU Intensivist
Somal	Jasjeet	S	MD	eICU Intensivist
Virk	Zahid	Qayyum	MD	eICU Intensivist
Minior	Devin	N	MD	Emergency Medicine - CMO Casa Grande
Clarke	Ed		MD	Family Medicine - BMG Az East CMO
Holland	William		md	Family Medicine - BMG Informatics Medical Director
Pitea	Teodor		MD	Gastroenterology - Boswell and Webb; occasional coverage at

Last	First	MI	Deg	Specialty
				BGSMC
Gonzalez	Luis		MD	Home Health
Honan	Lorna		MD	Internal Medicine - Occasional coverage
Patel	Kumash	Rajnikant	MD	Trauma Director at BTMC; occasional coverage at BGSMC
Batiste	Corey	Gregory	MD	Ophthalmology - only coverage for BGSMC
Miller	Ryan	Bryce	MD	Peds Orthopedic Surgery
Demas	Larry	Ross	MD	Otolaryngology - provides part time IP coverage
Khurana	Annie	M	MD	Palliative Medicine - primarily at Boswell; occasional coverage
Joseph	Manouchka		MD	Palliative Medicine -occasional coverage
Oppenheim	Steven		MD	Palliative Medicine - occasional coverage
Patel	Chikal		MD	Palliative Medicine - occasional coverage
Alboliras	Ernerio	Timan	MD	Pediatric Cardiology
Li	Xiaxin		MD	Pediatric Hematology/Oncology
Peters	Nicolas	Lee	MD	Pediatric Hematology/Oncology
Smith	Erlyn	Cartojano	MD	Pediatric Hematology/Oncology
Tavares	Trisha	Simone	MD	Pediatric Hematology/Oncology
Nania	Joseph	Jacob	MD	Pediatric Infectious Disease
Rudinsky	Mark	F	MD	Pediatric Infectious Disease
Cook	Jay	D	MD	Pediatric Neurology
Timothy	Jeremy	S	MD	Pediatric Neurology
Yuen	Jennifer	Choy-Yee	DO	Pediatric Neurology
Moss	S	David	MD	Pediatric Neurosurgery
Ruzicka	Petr	O	MD	Pediatric Neurosurgery
Byers	Michelle	Lea	PNP	Pediatric Nurse Practitioner
Reyes	Dennise		PNP	Pediatric Nurse Practitioner
Vegh	Crystal	Marie	PNP	Pediatric Nurse Practitioner
Carter	Edward	Russo	MD	Pediatric Pulmonary Disease
Castro	Walter	Armando	MD	Pediatric Pulmonary Disease
Go	Diana	Chua	MD	Pediatric Pulmonary Disease
Thomas	Leno	M	MD	Pediatric Pulmonary Disease
Acosta	Juan	Manuel	MD	Pediatric Surgery
Cox	Heidi	P	MD	Pediatric Surgery
Greenfeld	Jonathan	I	MD	Pediatric Surgery
Lacey	Stuart	R	MD	Pediatric Surgery
Truong	Wayne		MD	Pediatric Surgery

Last	First	MI	Deg	Specialty
Vegunta	Ravindra	Kumar	MD	Pediatric Surgery
Chang	Barry		MD	Pediatric Urology
Antonescu	Corneliu	Catalin	MD	Pediatrics
Batra	Shelly		DO	Pediatrics
Chanin	Peter	C	MD	Pediatrics
Golab	Casey		MD	Pediatrics
Hansen	Lars	C	MD	Pediatrics
Hayes	Roberto	R	MD	Pediatrics
Yee	Candice	Wai-Chi	MD	Pediatrics
Young	Michael	A	MD	Pediatrics
Smith	Trent	H	MD	Rheumatology (BGSMC only IP coverage)
Carlon	Douglas	John	MD	Vascular Surgery - full time at Webb, occasionally covers BGSMC

Schedule 5.1.2

UAHN/University Letter Agreement

That certain letter agreement among the University of Arizona College of Medicine, UAHN and Diego Martin, MD, PhD dated April 5, 2011

Schedule 6.7.1

University Research Policies and Procedures

Conflict of Interest		
	Policies	
		Individual Conflict of Interest in Research
Misconduct in Research		
	Policies	
	2.13.09	Policy and Procedures for Investigations of Misconduct in Scholarly, Creative, and Research Activities
Human Subjects Protection Program		
	Policies	
	P&P-001	Definitions
	P&P-002	Applicability of Regulations and Laws
	P&P-010	Evaluation of the Human Subjects Protection Program
	P&P-011	Process Improvement of the Human Subjects Improvement Program
	P&P-013	Cognitive Impairment, Legally Authorized Representatives, Children, Guardians for Non-Emergency Research
	P&P-020	Incoming Items Direct5ed to the IRB
	P&P-021	Pre-Review
	P&P-022	Changes Required to Secure Approval of Human Research
	P&P-023	Emergency Use of a Test Article
	P&P-024	Reportable Information Items that are Potentially Problematic
	P&P-025	Investigations
	P&P-026	Suspension or Termination of IRB Approval
	P&P-027	Emergency Use of a Test Article – Post-Review
	P&P-030	Designated Reviewers
	P&P-031	Non-Committee Review Preparation
	P&P-032	Non-Committee Review Conduct
	P&P-040	IRB Meeting Preparation
	P&P-041	Conduct of IRB Meetings
	P&P-042	IRB Meeting Attendance Monitoring
	P&P-043	IRB Meeting Minutes
	P&P-044	Review of Not Otherwise Approval Research
	P&P-045	Deferral of IRB Oversight
	P&P-050	Conflicting Interests of IRB Members
	P&P-051	Consultation to the IRB
	P&P-052	Post-Review
	P&P-055	Financial Conflicts of Interest
	P&P-060	Routine Tasks
	P&P-061	Continuation of Subjects in Expired Research
	P&P-070	IRB Records

	P&P-071	Policy and Process Creation and Update
	P&P-072	IRB Records Retention
	P&P-080	IRB Formation
	P&P-081	IRB Removal
	P&P-082	IRB Membership Addition
	P&P-083	IRB Membership Removal
	P&P-084	IRB Meeting Scheduling and Notification
		Clinical Trial Guidelines (PCA Coverage)
	Operations Manual	
	Investigator Manual	

Schedule 9.1.4

BH Legal Proceedings

None

Schedule 9.1.5(b)

BH Permits

None

Schedule 9.2.5

University Legal Proceedings

None

Schedule 9.2.6(b)

University Permits

None

Schedule 9.4(a)

University's Knowledge

Ann Weaver Hart – University President

Andrew Comrie – University Senior Vice President, Academic Affairs and Provost

Joe G.N. "Skip" Garcia – University Senior Vice President, Health Sciences

Gregg Goldman – University Senior Vice President, Business Affairs and Chief Financial Officer

Schedule 9.4(b)

BH's Knowledge

Peter S. Fine – BH President/Chief Executive Officer

Ron Bunnell – BH Executive Vice President/Chief Administrative Officer

Dennis Dahlen – BH Senior Vice President/Chief Financial Officer

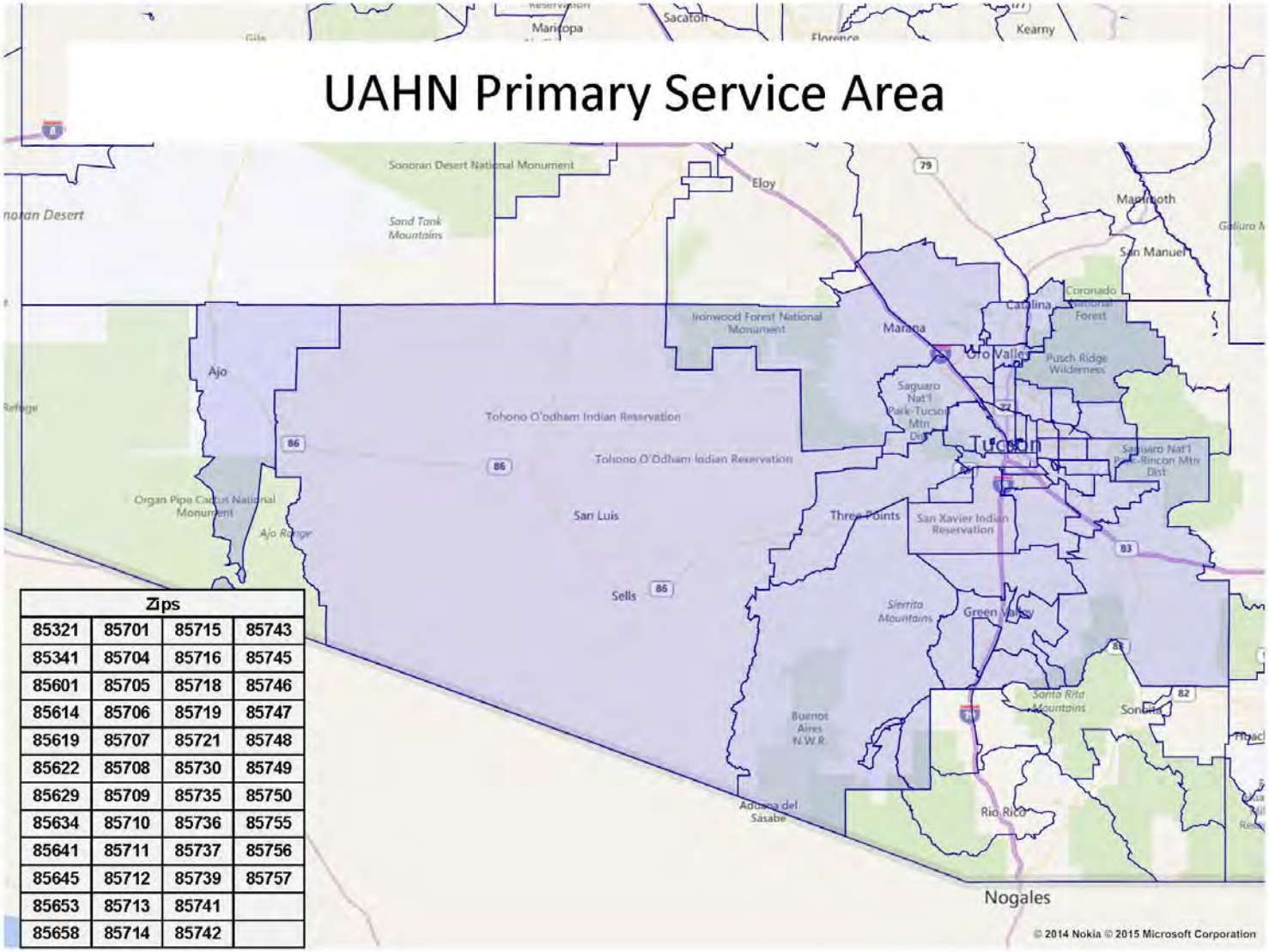
Kathy Bollinger – BH President, Arizona West Region

<u>Exhibit A</u>

Healthcare System Tucson Service Area

[*Map attached on following page*]

UAHN Primary Service Area



Zips			
85321	85701	85715	85743
85341	85704	85716	85745
85601	85705	85718	85746
85614	85706	85719	85747
85619	85707	85721	85748
85622	85708	85730	85749
85629	85709	85735	85750
85634	85710	85736	85755
85641	85711	85737	85756
85645	85712	85739	85757
85653	85713	85741	
85658	85714	85742	

Exhibit B

UFC Transition Plan

See attached.

University of Arizona Health Network, University Family Care Transition Plan
Banner Health Acquisition and Change of Ownership
Effective: January 1, 2015
Submitted: July 1, 2014

Per the AHCCCS Contractor Operations Manual (ACOM), Policy 317 (Merger, Acquisition, Reorganization, Joint Venture and Change of Ownership Requests) and contract YH14-0001-02, Section D, Paragraph 44 (Material Change to Operations), University Family Care (UFC) respectfully submits the following plan, detailing all aspects of the transition that will occur upon Banner Health's (Banner) acquisition of The University of Arizona Health Network (UAHN), including University Family Care (UFC), on January 1, 2015.

UFC is currently contracted with AHCCCS to serve as a managed care organization (MCO) in ten of fifteen Arizona counties, including Yuma, LaPaz, Yavapai, Gila, Pinal, Pima, Santa Cruz, Cochise, Graham and Greenlee counties. As such, UFC serves nearly 126,000 AHCCCS-eligible individuals, spanning both rural and urban areas of the state.

ACOM 317 requires that a transition plan be submitted to AHCCCS 180 days prior to the effective date of any proposed merger, acquisition, reorganization or change of ownership. The transition plan must address a number of elements. The following paragraphs outline the required elements as well as UFC's response to each element:

1) A letter of explanation which includes the following information:
    a. The type of entity if a new entity will be formed (Limited Liability Companies (LLCs) are not acceptable).
        - As stated in the notification letter, Banner Health is an Arizona-based non-profit health system. Thus, UAHN/UFC will retain its non-profit status subsequent to this change. Furthermore, the change of ownership will result in a member substitution in which Banner will become the parent corporation to the health plan, but the health plan will operate in an independent manner, consistent with current operations.
    b. Any material change to operations resulting from the new arrangement as specified in the Acute Care contract, Section D, Paragraph 44 (Material Change to Operations).
        - A material change to operations is defined in the Acute Care contract, Section D, Paragraph 44, as a "change in overall business operations (i.e. policy, process, protocol, such as prior authorization or retrospective review) which affects, or can reasonably be foreseen to affect, the Contractor's ability to meet the performance standards as described in [the] contract. It also includes any change that would impact more than 5% of total membership and/or provider network in a specific GSA." While Banner's acquisition of UAHN will result in a change of ownership, as detailed in the notification letter, all health plan operations, across all product lines (UFC, University Care Advantage, University Healthcare Marketplace), will remain consistent with the current model. Specifically, health plan functions such as quality management, medical management/utilization management (including prior authorization), compliance,

network development, claims payment, grievance and appeals, customer care, finance, case management, information systems and member outreach will be administered as they are currently administered, led by the same leadership team within the health plan. Thus, there will be no impact to UFC's ability to meet the performance standards outlined in the contract or fulfill the commitments outlined in the proposal submitted by the health plan in response to Request for Proposal YH14-0001. Furthermore, there will be no change in the services offered to UFC members, nor will there be any change to the health plan's provider network as a result of the change. The name of the health plan may change, however, and members will be provided with the proper notice (see below).

- As indicated in the notification letter, UFC does not anticipate any changes to existing arrangements with either Maricopa Integrated Health System or Cenpatico Behavioral Health of Arizona.

2) Proof that any performance bond requirements have been met by the new entity, if the original entity is no longer a going-concern. The Performance Bond shall be in a form acceptable to AHCCCS. See ACOM Policy 306. (This may be submitted 90 days prior to the effective date).
   - Proof that the performance bond requirements have been met will be provided no later than 90 days prior to the effective date.
3) Documents including the following:
   a. The formal name and any proposed logo used by the resulting organization.
      - Banner's acquisition of UAHN may result in a change to the health plan name and logo. This change will be determined as a component of the negotiation process, which commenced on June 26, 2014. If a new name and logo are to be used for the health plan, this will be provided to AHCCCS as soon as they are available and no later than 90 days prior to the effective date of the acquisition, as stipulated in ACOM 317.
   b. The organizational chart of the new resulting organization or proposed changes to the existing organizational chart if a new entity is not being formed.
      - The organizational chart for the health plan will remain the same under the new resulting organization. The health plan will maintain compliance with staffing requirements, as outlined in Section D, Paragraph 16 (Staff Requirements and Support Services) of contract YH14-0001-02. Furthermore, Banner will make no changes to the composition of the current staff for the term of the contract, barring occurrences that require personnel action consistent with standard business practice. For reference, the current UFC organizational chart is attached (see Exhibit A).
   c. Current audited financial statements of the current Contractor and merging entity.
      - Current audited financial statements for UFC and Banner Health are attached (see Exhibits B and C).

d. Pro-forma financial statements of the resulting entity post-merger.
   - Pro-forma financial statements for the resulting entity are attached (see Exhibit D).

4) For mergers, acquisitions, reorganizations, joint ventures or changes in ownership of organizations currently providing services to AHCCCS members, a description of the following:
   a. An assessment of any potential interruption of services to members, and steps the Contractor is taking to ensure there are no interruptions.
      - The change of ownership and corresponding member substitution will not result in any interruption of services to members. UFC will notice members of the parent company change and name change forty-five days in advance of the effective date of such change. The notice will identify a dedicated customer service line for questions pertaining to the change of ownership, which will be available to members from November 15, 2014 through January 1, 2015.
   b. Any changes to the management and staffing of the organization currently overseeing services provided under the contract.
      - Barring occurrences that require personnel action, for the term of contract YH14-0001-02, Banner will make no changes to the management and staffing of the health plan in conjunction with this member substitution.
   c. Any changes to existing administrative services subcontracts.
      - UFC currently maintains thirteen administrative services subcontracts. All administrative services subcontracts will remain in place and unchanged under the resulting organization.
   d. Any changes to the administration of critical components of the organizations, including but not limited to information systems, prior authorization, claims processing or grievances.
      - As stated in the response to item 1b, UFC does not anticipate any changes to the administration of critical operational components/functions of the health plan. In regard to information systems specifically, outside of those changes currently underway (e.g. transition to McKesson for provider management, contracting, credentialing), the change in ownership will result in no immediate changes to the systems/applications currently used to carry out various health plan functions, including claims processing, encounter processing, customer service and case management. Going forward, UFC leadership will continue to assess systems opportunities that have the potential to enhance the provision of services offered to members and providers or advance health plan operations. Should opportunities be identified, per Section D, Paragraph 44 (Material Change to Operations) of contract YH14-0001-02, UFC will notify AHCCCS a minimum of 60 days prior to the expected implementation of the change.
   e. The Contractor's plan for communicating the change to members, including a draft notification to be distributed to affected members and providers.

- Upon public announcement of the potential change of ownership, all UFC staff that interface with members, providers and stakeholders (customer care representatives, provider services representatives, case managers, etc.) were trained on a list of key talking points (see Exhibit E) . The talking points were prepared to offer reassurance to members, providers and stakeholders, confirming that there will be no change to services or contractual arrangements and educating all parties on AHCCCS' process for reviewing and approving health plan changes of ownership, including the intent to hold public input forums. Additionally, UFC staff were provided with a mechanism for escalating calls to an identified member of the health plan's executive team in the event that a member, provider or stakeholder expresses that their concerns have not been sufficiently addressed.
- Forty-five days prior to the effective date of the change in ownership, members and providers will receive notice of the acquisition (see Exhibit F). As stated above, the notice will inform members of the change and the corresponding name/logo modification and will provide reassurance that there will be no interruption to services or to the current provider network managed by the health plan. The notice will also identify a dedicated customer service line for questions pertaining to the change, which will be available to members from November 15, 2014 through January 1, 2015.

f. The Contractor's plan for changes to critical member information, including the website, member and provider handbook and member ID card.
   - The health plan website, member and provider handbook and member ID card will be modified to reflect the new name/logo for the health plan, if necessary. All website modifications, changes to the member and provider handbook and member ID card will be submitted to AHCCCS for review no later than 90 days prior to the effective date of the change, as stipulated in ACOM 317.

g. Any anticipated changes to the network.
   - The health plan will maintain compliance with network sufficiency and network management requirements, as outlined in Section D, Paragraphs 27 (Network Development) and 29 (Network Management) of contract YH14-0001-02. Barring circumstances that would merit contract termination or network expansion in order to ensure adherence to established network or quality standards, Banner will make no changes to the health plan's provider network for the term of the contract. The health plan will continue to evaluate health plan network needs and make changes consistent with the current operations, independent of its relationship with its parent company.

UFC understands that the following documents must also be submitted to the appropriate AHCCCS division no later than 45 days prior to the effective date of the change of ownership and commencement of operations:

1) Automatic Clearing House (ACH) Vendor Authorization Form.
2) Information regarding Disclosure of Ownership and Control and Disclosure of Information on Persons Convicted of a Crime in accordance with the 42 C.F.R. 101 through 106, the Contractual Provisions in Section D, Corporate Compliance and ACOM Policy 103.

Additionally, the health plan acknowledges that, upon AHCCCS approval, the following documents must be submitted within 120 days of the completed change of ownership:

1) The articles of incorporation, if applicable.
2) Copies of all affiliation agreements.
3) Any additional information requested by AHCCCS.

While Banner's acquisition of UAHN has the potential to enrich the overall performance of the health plan, the transition of ownership will not, in any way, negatively impact the services provided to members or the support offered to providers within UFC's network, as both Banner and UFC remain fully committed to maintaining the health plan's current operational structure under the new arrangement.

Should you have any questions regarding the information conveyed in the transition plan, do not hesitate to contact me at James.Stover@uahealth.com or 520.343.8004.

Exhibit C

Rules and Regulations of the AMC

1. Vacancies. Vacancies on the AMC due to death, resignation or other cause shall be filled through appointment by either the University or BH (for University-appointed members and BH-appointed members, respectively). Members of the AMC so appointed shall hold office until they are replaced.

2. Resignation. A member of the AMC may resign at any time by giving written notice of such resignation to the AMC Co-Chairmen.

3. Removal. A member of the AMC may be removed at any time, with or without cause, by either the University or BH (for University-appointed members and BH-appointed members, respectively).

4. Annual Meeting. The annual meeting of the AMC shall be held during a month determined by the AMC at the principal office of BH, or at such date, time and place as may be designated by the AMC Co-Chairmen.

5. Regular Meetings. For the initial eighteen (18) months following the Effective Date, regular meetings of the AMC shall be held monthly; thereafter, regular meetings of the AMC shall be held at least quarterly. Regular meetings shall be held at such date, time and place as shall be designated on an annual basis by the AMC Co-Chairmen. Notice of regular meetings may, but need not be, provided.

6. Special Meetings. Special meetings of the AMC may be called by the Co-Chairmen. Notice of special meetings may be delivered to each member of the AMC at any time prior to the date of the meeting. Any meeting notice may, but need not, state generally the nature of the business to be taken up at the meeting.

7. Informal Action by Members. Any action required or permitted to be taken at a meeting of the AMC may be taken without a meeting if written consent, setting forth the action so taken, shall be signed by all of the members of the AMC entitled to vote with respect to the subject matter thereof.

8. Quorum at Meetings. For all meetings of the AMC (other than for action taken by unanimous written consent), a quorum shall be two (2) University-appointed members and two (2) BH-appointed members.

9. Action. The AMC shall act by consensus and block voting. That is, in order for any action requiring formal approval to be taken, at least two (2) University-appointed members and two (2) BH-appointed members must affirmatively agree to the action.

10. Meeting by Conference Telephone. Members of the AMC may attend meetings of the AMC by conference telephone or other communications equipment by which all persons participating in the meeting can communicate with each other.

11. Voting. Subject to the provisions of Section 9, each member of the AMC shall be entitled to cast one (1) vote on all matters presented to the AMC. Voting by proxy shall not be permitted.

12. Access to Information. All AMC members shall have equal access to supporting data and other information pertinent to the fulfillment of their responsibilities; accordingly, all AMC members shall be provided with the same scope and nature of data, on the same timeframe, and shall have equal opportunity to review and present follow-up inquiries accordingly.

13. Applicability. The foregoing Rules and Regulations shall be applicable to the AMC except as otherwise expressly provided in the Academic Affiliation Agreement between Banner Health and the Arizona Board of Regents on behalf of the University of Arizona, dated February 28, 2015.

Exhibit D

Template Employment Agreement for B–UMG Clinicians Employed by B–UMG

See attached.

PHYSICIAN EMPLOYMENT AGREEMENT
( )

THIS PHYSICIAN EMPLOYMENT AGREEMENT (this "Agreement") is effective [, 20] [as of the later of the signature dates set forth below] (the "Effective Date"), by and between BANNER-UNIVERSITY MEDICAL GROUP, an Arizona nonprofit corporation (the "Faculty Practice Plan"), and , (M.D./D.O.), an individual physician ("Physician").

RECITALS:

A. The Faculty Practice Plan (formerly known as "University Physicians Healthcare") is affiliated with Banner Health, an Arizona nonprofit corporation, which owns or leases, and operates the following academic medical centers (each, an "Academic Medical Center," and collectively, the "Academic Medical Centers"): Banner–University Medical Center Phoenix Campus, Banner–University Medical Center Tucson Campus, and Banner–University Medical Center South Campus, each of which provides undergraduate medical education for the students of the University of Arizona College of Medicine–Tucson ("COM-T") and College of Medicine–Phoenix ("COM-P," and collectively with COM-T, the "Medical Schools") and post-graduate medical training programs (each, a "Program") sponsored by COM-T or COM-P and accredited by The Accreditation Council for Graduate Medical Education ("ACGME").

B. Pursuant to an Academic Affiliation Agreement, dated as of February 28, 2015 (as amended from time to time thereafter, the "Academic Affiliation Agreement"), between Banner Health and the Arizona Board of Regents, acting on behalf of the University of Arizona, the Faculty Practice Plan provides clinical and academic services which are essential to the curriculum of the Medical Schools and the medical educational process of the Medical Schools and, in furtherance thereof, provides staffing for the Academic Medical Centers, operates physician clinics, and offers a variety of primary and specialty physician services to patients in the communities served by Banner Health. In addition, as provided in a separate Academic and Clinical Services Agreement, dated as of February 28, 2015 (as amended from time to time thereafter, the "Academic Services Agreement"), between the Arizona Board of Regents, acting for and on behalf of the University of Arizona, and the Faculty Practice Plan, physicians employed by the Faculty Practice Plan provide teaching and supervision to the Medical Schools' students, residents and fellows, engage in clinical research and publication, and provide other leadership and administrative services for the Medical Schools (the "Academic Services").

C. Physician is trained in [FOR A PHYSICIAN WHO IS PROVIDING SERVICES IN A SPECIALTY OTHER THAN THE SPECIALTY IN WHICH HE OR SHE IS BOARD CERTIFIED, INSERT THAT SPECIALTY HERE AND INSERT THE SPECIALTY IN WHICH HE OR SHE IS BOARD CERTIFIED IN SECTION 2.7] [FOR A SUBSPECIALIST, INSERT THE SUB-SPECIALTY HERE (AND CHECK THE APPROPRIATE BOXES ON ADDENDUM 2.7) AND INSERT THE SPECIALTY (OTHER THAN THE SUB-SPECIALTY) IN WHICH HE OR SHE IS BOARD CERTIFIED IN SECTION 2.7] (the "Specialty"), is qualified to provide the clinical services outlined in this Agreement and all or some of the Academic Services, and is (or intends to become) a member of the faculty of [SPECIFY: COM-T or COM-P](the "College of Medicine").

D. The parties desire to enter into this Agreement to establish the terms and conditions of Physician's employment by the Faculty Practice Plan.

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

I. EMPLOYMENT.

1.1 Employment and Term. The Faculty Practice Plan employs Physician, and Physician accepts employment to practice medicine in the Specialty on behalf of the Faculty Practice Plan and to provide some or all of the Academic Services, on an uninterrupted basis subject to the terms and conditions of this Agreement and satisfaction of the conditions in Article VIII. The term of this Agreement (the "Term") begins on the Effective Date and continues until this Agreement is terminated as provided herein. The parties anticipate that the date on which Physician will begin employment (the "Commencement Date") will be on or about [, 20], but in no event later than [, 20] (the "Outside Date").

1.2 Physician's Duties. [USE THIS FOR PRIMARY CARE PHYSICIANS AND SPECIALISTS AND SUB-SPECIALISTS, INCLUDING HOSPITALISTS, INTENSIVISTS, AND OCCUPATIONAL HEALTH PHYSICIANS, WHO ARE NOT PROVIDING HOSPITAL CALL COVERAGE: Physician's principal duties are to provide medical care in the Specialty, to serve as a member of the faculty of the College of Medicine, to provide Academic Services to one or both of the Medical Schools upon request by the Faculty Practice Plan and consistent with the Academic Services Agreement, and to perform the duties as set forth in the applicable Role Summary, as amended from time to time by the Faculty Practice Plan. Physician agrees to establish regular practice hours and to assist in providing call coverage for the Faculty Practice Plan and the relevant Academic Medical Center for weekends, nights and holidays, as reasonably determined by the Faculty Practice Plan *to provide appropriate cross coverage for the Faculty Practice Plan and to ensure appropriate supervision of medical students and residents in accordance with ACGME requirements to maintain accreditation*.]

[USE THIS FOR SPECIALISTS AND SUB-SPECIALISTS, EXCLUDING HOSPITALISTS, INTENSIVISTS, AND OCCUPATIONAL HEALTH PHYSICIANS WHO ARE PROVIDING HOSPITAL CALL COVERAGE: Physician's principal duties are to provide medical care in the Specialty, to serve as a member of the faculty of the College of Medicine, to provide Academic Services to one or both of the Medical Schools upon request by the Faculty Practice Plan and consistent with the Academic Services Agreement, and to perform the duties as set forth in the applicable Role Summary, as amended from time to time by the Faculty Practice Plan. Physician agrees to establish regular practice hours and to assist in providing practice call coverage for weekends, nights and holidays, as reasonably determined by the Faculty Practice Plan *to provide appropriate cross coverage for the Faculty Practice Plan and to ensure appropriate supervision of medical students and residents in accordance with ACGME requirements to maintain accreditation*. In addition to practice call coverage, Physician agrees to provide hospital call coverage for one or more of the Academic Medical Centers as more fully described in Addendum 1.2, as may be amended from time to time.]

[USE IF SPECIFIC ADDITIONAL DUTIES ARE REQUIRED: Physician will also provide the specific services specified in Addendum 1.2, as may be amended from time to time.]

1.3 Best Efforts and Exclusivity. The scope of Physician's employment by the Faculty Practice Plan extends to all activities of Physician related to the practice of medicine and Academic Services (including teaching, consulting, speaking, lecturing, writing, research, expert consultation and witness services, and the development or sale of medical, healthcare-related, nutritional or other products related to the practice of medicine in Physician's Specialty or Physician's status as a physician). All fees, revenues and proceeds derived from such activities (including all Secondary Professional Activities as defined in Section 3.5) are the property of the Faculty Practice Plan, unless an activity is

approved in advance in writing by the Faculty Practice Plan and determined by the Faculty Practice Plan to be outside the scope of Physician's employment pursuant to Section 4.3. Physician will devote Physician's full time and effort to performing the duties set forth in this Agreement, to the exclusion of any other medical practice or academic commitment. The Faculty Practice Plan must give its prior, formal written approval in each instance before Physician engages in any other professional activities whether compensated or uncompensated (including any Secondary Professional Activities, as defined in Section 3.5). Academic Services provided pursuant to Physician's DOE (as defined in Section 1.6) and the Academic Services Agreement will not be considered to be Secondary Professional Activities, but will be subject to approval by the relevant Medical School as provided in the Academic Services Agreement.

1.4 Professional Conduct. Physician will exercise Physician's professional judgment in the provision of patient care services in a manner consistent with sound professional practice and the health care policies and procedures recommended by the Faculty Practice Plan, as they may be reviewed and revised from time to time. Physician will conduct himself/herself in a professional and cooperative manner and will refrain from disruptive conduct.

1.5 Performance Standards. Physician agrees to comply at all times with: (a) the applicable policies, procedures, bylaws, rules and regulations of the Faculty Practice Plan and the Academic Medical Centers and other hospitals at which Physician maintains medical staff membership (including all corporate compliance programs), (b) all applicable accreditation standards, (c) all applicable practice guidelines, practice parameters and protocols adopted by Banner Health or the Faculty Practice Plan, (d) Banner Health's core and leadership behaviors, (e) all laws, rules and regulations applicable to the services provided hereunder, and (f) the American Medical Association's Principles of Medical Ethics. Subject to the foregoing and to the expectations of Section 1.4, Physician will discharge Physician's responsibilities under this Agreement in a manner that supports the mission, vision, values, and business interests of the Faculty Practice Plan, the College of Medicine and Banner Health. In furtherance of, and not in limitation of the foregoing provisions of Sections 1.4 and 1.5, Physician will adhere to the professional conduct and performance standards set forth in Section 5.5(b).

1.6 Distribution of Effort; Academic Services. The individual percentage distribution of a Physician's professional efforts as between clinical services and Academic Services is referred to herein as Physician's distribution of effort ("DOE"). Physician's DOE will be determined on an annual basis, will be subject to approval by the Faculty Practice Plan and the College of Medicine, and will be memorialized in an addendum to the Academic Services Agreement. Physician's Academic Services DOE will be allocated among one or more of the following subcategories: (a) teaching, (b) research, and (a) leadership/administrative. Physician will be assigned an initial DOE on the Effective Date. As a faculty member of the College of Medicine, Physician will be required to have a DOE allocation to Academic Services.

1.7 Reporting and Evaluation. For clinical activities, Physician will report to Section Chief and the Chairman of your Department at the Faculty Practice Plan (the "Department"), and ultimately to the Chief Executive Officer of the Faculty Practice Plan (the "CEO"). For Academic Services provided pursuant to the Academic Services Agreement and in accordance with the DOE, Physician will report to the Section Chief and Chairman of your Department at the College of Medicine.

II. LICENSURE, MEMBERSHIPS AND PRIOR ACTS INSURANCE.

2.1 State Licensure. Physician must at all times be licensed to practice medicine in the state of Arizona (the "State") without any restrictions or limitations that would impair Physician's ability to perform Physician's duties hereunder.

2.2 DEA Registration. Physician must maintain registration with the Drug Enforcement Administration ("DEA") without any restrictions or limitations on Physician's authority to prescribe drugs under such registration.

2.3 Faculty Membership. Physician must obtain, and maintain at all times, an appointment to the faculty of the College of Medicine in the Department and must remain a member in good standing of the faculty of the College of Medicine.

2.4 Medical Staff Membership. Physician must obtain, and thereafter maintain in good standing, membership and clinical privileges on the medical staffs of such of the Academic Medical Centers and other hospitals as may be reasonably requested from time to time by the Faculty Practice Plan. Physician authorizes the Faculty Practice Plan to share information concerning Physician with the medical staffs of the other Academic Medical Centers and other hospitals operated by Banner Health in accordance with Banner Health's policy for the sharing of such information.

2.5 HMO/PPO/IPA Memberships. Physician must apply for and use Physician's best efforts to obtain and maintain membership in the provider panels of such managed care organizations, preferred provider organizations, and individual practice associations as may be reasonably requested from time to time by the Faculty Practice Plan.

2.6 Medicare and Medicaid Certification. At all times, Physician must be a participating provider under the Medicare and AHCCCS programs and such other state Medicaid programs as may be necessary to receive Medicaid reimbursement. Physician will notify the Faculty Practice Plan immediately upon the receipt of any notice involving an initial sanction, proposed sanction, commencement of an investigation, or the filing of charges by any Medicare peer review or quality improvement organization, the Department of Health and Human Services, or any law enforcement agency or health regulatory agency of the United States or the State.

2.7 Board Certification/Eligibility. Unless otherwise agreed by the Academic Management Council of the Faculty Practice Plan (the "AMC"), Physician must obtain board certification in [FOR A PHYSICIAN WHO IS PROVIDING SERVICES IN A SPECIALTY OTHER THAN THE SPECIALTY IN WHICH HE OR SHE IS BOARD CERTIFIED, INSERT THE SPECIALTY IN WHICH HE OR SHE IS BOARD CERTIFIED HERE AND DELETE THE WORD SPECIALTY] [ ] [FOR A SUBSPECIALIST, INSERT THE SPECIALTY (OTHER THAN THE SUBSPECIALTY) IN WHICH HE OR SHE IS BOARD CERTIFIED HERE AND DELETE THE WORD SPECIALTY] [ ] [the Specialty] not later than five years after the completion of Physician's training (or, if such training was completed more than five years prior to the Commencement Date, Physician must be so board certified on the Commencement Date), and must be board eligible or certified in any subspecialty as specified in

Addendum 2.6. Physician must remain board certified in [FOR A PHYSICIAN WHO IS PROVIDING SERVICES IN THE SAME SPECIALTY IN WHICH HE OR SHE IS BOARD CERTIFIED INSERT] [the Specialty and each specified] [FOR A PHYSICIAN WHO IS PROVIDING SERVICES IN A SPECIALTY OTHER THAN THE SPECIALTY IN WHICH HE OR SHE IS BOARD CERTIFIED INSERT] [each specified specialty and] subspecialty at all times after obtaining such board certification.

2.8 [USE ONLY FOR NEW HIRES TO BUMG/UA AFTER 2/28/15; DO NOT USE FOR UPH PHYSICIANS EMPLOYED AS OF 2/28/15][Prior Acts Insurance. If Physician's existing professional liability insurance coverage is other than occurrence-based, Physician must obtain and maintain at the expense of Physician, or Physician's prior practice entity, an extended reporting endorsement that provides coverage to Physician for professional liability errors or omissions arising prior to Physician's employment by the Faculty Practice Plan (*i.e.*, "tail insurance" or other prior acts coverage). Physician must provide to the Faculty Practice Plan a certificate evidencing such coverage not later than 30 days after the Commencement Date. The amounts, terms, and conditions of such coverage must be reasonably satisfactory to the Faculty Practice Plan.]

III. PHYSICIAN TOTAL REWARDS PROGRAM.

3.1 Compensation. [OPTION 1: GROUP PRODUCTIVITY-BASED COMPENSATION PLAN] [For all services rendered by Physician pursuant to this Agreement (other than those Secondary Professional Activities that are determined by the Faculty Practice Plan to generate additional compensation for Physician, and Academic Services, which will be compensated as provided in the Academic Services Agreement), the Faculty Practice Plan will initially pay Physician pursuant to Addendum 3.1 (the "Compensation Plan"). The Faculty Practice Plan may modify the Compensation Plan in its sole discretion from time to time; however, any modification is prospective only, does not affect any compensation earned prior to its effective date and must be communicated to Physician at least 90 days prior to becoming effective. If the modification is effective on any date other than an academic year-end, Physician's performance under the prior compensation plan will be pro-rated to the effective date of the modification. The Compensation Plan may also be modified if Physician is on an approved leave of absence in accordance with Faculty Practice Plan policy or if Physician is on short-term disability or other similar benefit program.]

[OPTION 2: SALARY BASED PLAN] [For all services rendered by Physician pursuant to this Agreement (other than those Secondary Professional Activities that are determined by the Faculty Practice Plan to generate additional compensation for Physician, and Academic Services, which will be compensated as provided in the Academic Services Agreement), the Faculty Practice Plan will pay Physician an initial base salary of $. Physician's base salary will be reviewed and may be adjusted by the Faculty Practice Plan on an annual basis on or about April 1st of each year. In addition to the foregoing, the Faculty Practice Plan in its discretion may implement one or more incentive plans in which Physician may participate if eligible.]

In addition to the foregoing, the Faculty Practice Plan in its discretion may implement one or more incentive plans in which Physician may participate if eligible. Physician's compensation may be reduced, upon approval of the CEO following consultation with the AMC and the Chair of the Department, if the amount of time Physician actually devotes to clinical time is not in accordance with Physician's DOE.

3.2 Benefits. [APPROVED TIME OFF OPTION FOR SALARIED PARTIAL SALARIED OR GUARANTEED PHYSICIANS, BUT SHOULD BE OMITTED FOR PHYSICIANS PAID BY THE

SHIFT AND FOR HOSPITALISTS/INTENSIVISTS: Physician may participate in all employee welfare and benefit programs generally available to physician employees of the Faculty Practice Plan, as modified from time to time, subject to program limits and eligibility requirements as defined in plan documents, policies and practices. Except as otherwise required by law, or as specifically provided in the approved time off plan as in effect from time to time for physician employees of the Faculty Practice Plan: (a) approved time off is not "earned" or "accrued," has no cash value, and may not be carried forward from year to year, and (b) if Physician does not use the maximum number of approved time off days allowed in a calendar year under Faculty Practice Plan policy or practice, upon termination of employment, for any reason, Physician is not entitled to payment for any remaining approved time off days.]

[APPROVED TIME OFF OPTION FOR PRODUCTIVITY BASED PHYSICIANS WITH NO GUARANTEED COMPENSATION, PHYSICIANS PAID BY THE SHIFT AND HOSPITALISTS/INTENSIVISTS: Physician may participate in all employee welfare and benefit programs generally available to physician employees of the Faculty Practice Plan, as modified from time to time, subject to program limits and eligibility requirements as defined in plan documents, policies and practices. Physician will not receive additional compensation for time taken for vacations, holidays, sick leave, continuing education or other reasons. Physician's work time will be scheduled to permit reasonable allowance for such time off; however, the rate of compensation for time worked is calculated to be inclusive of all such allowances.]

3.3 Continuing Medical Education and Reimbursement of Professional Expenses. Physician will obtain credits for continuing medical education ("CME") sufficient to meet all applicable medical staff and board certification requirements. CME scheduling must be coordinated with, and is subject to approval by, the Faculty Practice Plan. The Faculty Practice Plan will reimburse Physician for the cost of Physician's professional licensing fees, DEA certification fees, and hospital medical staff dues (for medical staff memberships required by the Faculty Practice Plan). The Faculty Practice Plan will reimburse Physician for the reasonable fees, tuition, travel and other expenses associated with CME and board certification programs, and fees and dues for medical and specialty society memberships, in accordance with the applicable policies of the Faculty Practice Plan as in effect from time to time.

3.4 Professional Liability Insurance. At no expense to Physician, the Faculty Practice Plan will provide Physician with professional liability insurance for claims arising during the Term that are within the scope of Physician's employment and certain Academic Services, including, without limitation, clinical practice, clinical research, medical malpractice, clinic operations, supervision of residents, fellows and medical students at the Academic Medical Centers and in the Faculty Practice Plan's clinics (collectively, the "Covered Activities"). Such insurance will not cover Physician's professional acts or omissions outside the scope of employment (irrespective of whether such acts or omissions are approved by the Faculty Practice Plan pursuant to Sections 1.3 or 4.3) except for those activities that the Faculty Practice Plan has specifically agreed in writing to be covered by such insurance. Such insurance will also not cover actions by Physician that relate solely to Physician's Academic Services that are not Covered Activities. Coverage limits will be not less than **$1,000,000** per occurrence and **$3,000,000** in the annual aggregate. The Faculty Practice Plan may elect to place such coverage through either Banner Health's self-insurance program or a commercial carrier that maintains not less than an A- rating by A.M. Best. Physician acknowledges that the Banner Health self-insurance program may settle any claim against Physician in the sole judgment of the self-insurance program, after consulting with Physician. If any coverage obtained for Physician by the Faculty Practice Plan is of a "claims-made" type, the Faculty Practice

Plan will obtain extended reporting endorsements upon termination of Physician's employment with the Faculty Practice Plan such that coverage remains in place throughout the applicable period of limitations.

3.5 Secondary Professional Activities. Subject to the approval required under Section 1.3, Physician may be compensated for professional activities beyond the clinical care and the Academic Services provided by Physician to Faculty Practice Plan patients within the scope of Physician's employment ("Secondary Professional Activities") as determined by the Faculty Practice Plan. Examples of Secondary Professional Activities include Physician's services as a medical director, EKG or dexascan panel readings, speaking, consulting, testifying, or serving as a Banner Health peer reviewer to assist medical staffs on which Physician is not a member. Physician will not be eligible for any additional compensation as a result of Physician's participation as an Eligible Professional (as defined in 42 C.F.R. §495.100 or §495.302, as applicable) in the Electronic Health Record Incentive Program created by the American Recovery and Reinvestment Act of 2009 (the "EHR Incentive Program").

[IF SIGN-ON BONUS OR TAIL INSURANCE ALLOWANCE IS NOT INCLUDED IN SECTION 3.6, DELETE LANGUAGE IN THIS SECTION AND MARK RESERVED]

3.6 Sign-on Bonus. The Faculty Practice Plan will pay Physician the sum of [$] as a one-time sign-on bonus (the "Sign-On Bonus"). [ALT 1: One-half of the Sign-On Bonus will be paid upon completion and delivery by Physician to the Faculty Practice Plan of all standard documents required for employment by the Faculty Practice Plan, including all documents required for medical staff and/or payer credentialing, and the balance will be included in Physician's first regular paycheck following the Commencement Date.] [ALT 2: The Sign-On Bonus will be paid upon completion and delivery by Physician to the Faculty Practice Plan of all standard documents required for employment by the Faculty Practice Plan, including all documents required for faculty appointment and medical staff and/or payer credentialing.] If paid, the Sign-On Bonus is repayable either in whole or in part as of the date of termination of Physician's employment (the "Termination Date") if: (a) Physician voluntarily terminates employment within three years after the Commencement Date, (b) Physician's employment is terminated by the Faculty Practice Plan for cause pursuant to Section 5.5 within three years after the Commencement Date, or (c) Physician fails to commence employment by the Outside Date. The amount of the Sign-On Bonus required to be repaid will be reduced by (i) one-third of the original Sign-On Bonus amount for each complete year Physician was employed by the Faculty Practice Plan, and (ii) any amounts that may be recovered by the Faculty Practice Plan from other sources, based upon prior legally-required withholdings made by the Faculty Practice Plan. (For example, if the Termination Date is 15 months after the Commencement Date, Physician must repay two-thirds of the original Sign-On Bonus minus any withholdings required to have been made by the Faculty Practice Plan.) The amount required to be repaid will bear interest from the Termination Date at an annual rate equal to the prime rate published in the "Money Rates" section of the Wall Street Journal on the Termination Date, plus 1%, until paid in full. All payments to Physician pursuant to this Section 3.6 will be reported as income for the calendar year in which they are paid, and will be subject to withholding (including FICA taxes) at the time payments are made.]

[OPTIONAL ALTERNATIVE TO SIGN-ON BONUS: Professional Liability Prior Acts Insurance Allowance. The Faculty Practice Plan will provide Physician with a one-time allowance in the amount of [**$**] (the "Tail Insurance Allowance") for the purpose of subsidizing the costs associated with Physician's purchase of professional liability insurance (*i.e.*, prior acts coverage or "tail insurance") for professional services provided

by Physician prior to Physician's employment. The Tail Insurance Allowance will be reported as income in the calendar year in which it is paid. A portion of the Tail Insurance Allowance may be paid directly to the insurer to purchase such tail insurance on behalf of Physician, in which event the remainder of the Tail Insurance Allowance will be applied to all applicable withholding (including FICA taxes) required with respect to the Tail Insurance Allowance and the balance, if any, will be paid to Physician, or the entire Tail Insurance Allowance may be paid directly to Physician, subject to withholding (including FICA taxes) at the time such payment is made. The Tail Insurance Allowance is repayable either in whole or in part as of the date of termination of Physician's employment (the "Termination Date") if: (a) Physician voluntarily terminates employment within three years after the Commencement Date, (b) Physician's employment is terminated by the Faculty Practice Plan for cause pursuant to Section 5.5 within three years after the Commencement Date, or (c) Physician fails to commence employment by the Outside Date. The amount of the Tail Insurance Allowance required to be repaid will be reduced by (i) one-third of the original Tail Insurance Allowance amount for each complete year Physician was employed by the Faculty Practice Plan, and (ii) any amounts that may be recovered by the Faculty Practice Plan from other sources, based upon prior legally-required withholdings made by the Faculty Practice Plan. (For example, if the Termination Date is 15 months after the Commencement Date, Physician must repay two-thirds of the original Tail Insurance Allowance minus any withholdings required to have been made by the Faculty Practice Plan.) The amount required to be repaid will bear interest from the Termination Date at an annual rate equal to the prime rate published in the "Money Rates" section of the Wall Street Journal on the Termination Date, plus 1%, until paid in full.]

3.7 [IF SIGN-ON BONUS IS INCLUDED IN SECTION 3.6, USE THIS SECTION] [TO BE USED ONLY FOR PHYSICIANS RELOCATING THEIR RESIDENCE TO ACCEPT EMPLOYMENT.] Relocation Expense Payment. In addition to the Sign-On Bonus, the Faculty Practice Plan will pay to Physician the sum of $15,385.00 (the "Relocation Payment") to defray relocation and other transition expenses incurred by Physician incident to Physician's employment by the Faculty Practice Plan. If Physician: (a) voluntarily terminates employment within three years after the Commencement Date, (b) if Physician's employment is terminated by the Faculty Practice Plan for cause pursuant to Section 5.5 within three years after the Commencement Date, or (c) Physician fails to commence employment by the Outside Date, the Relocation Payment is subject to repayment on the same basis as the Sign-On Bonus. All payments to Physician pursuant to this Section 3.7 will be reported as income for the calendar year in which they are paid, and will be subject to withholding (including FICA taxes) at the time payments are made.]

3.6 [IF SIGN-ON BONUS IS NOT INCLUDED IN SECTION 3.6, USE THIS SECTION] [TO BE USED ONLY FOR PHYSICIANS RELOCATING THEIR RESIDENCE TO ACCEPT EMPLOYMENT.] Relocation Expense Payment. The Faculty Practice Plan will pay to Physician the sum of $15,385.00 (the "Relocation Payment") to defray relocation and other transition expenses incurred by Physician incident to Physician's employment by the Faculty Practice Plan. The Relocation Payment is repayable either in whole or in part as of the date of termination of Physician's employment (the "Termination Date") if: (a) Physician voluntarily terminates employment within three years after the Commencement Date, (b) Physician's employment is terminated by the Faculty Practice Plan for cause pursuant to Section 5.5 within three years after the Commencement Date, or (c) Physician fails to commence employment by the Outside Date. The amount of the Relocation Payment required to be repaid will be reduced by (i) one-third of the original Relocation Payment amount for each complete year Physician was employed by the Faculty Practice Plan, and (ii) any amounts that may be recovered by the Faculty Practice

Plan from other sources, based upon prior legally-required withholdings made by the Faculty Practice Plan. (For example, if the Termination Date is 15 months after the Commencement Date, Physician must repay two-thirds of the original Relocation Repayment minus any withholdings required to have been made by the Faculty Practice Plan.) The amount required to be repaid will bear interest from the Termination Date at an annual rate equal to the prime rate published in the "Money Rates" section of the Wall Street Journal on the Termination Date, plus 1%, until paid in full. All payments to Physician pursuant to this Section 3.6 will be reported as income for the calendar year in which they are paid, and will be subject to withholding (including FICA taxes) at the time payments are made.]

3.[8] [TO BE USED ONLY FOR PHYSICIANS RECEIVING IMMIGRATION EXPENSE ASSISTANCE.] [Payment of Certain Immigration Fees and Expenses. The Faculty Practice Plan will pay on behalf of Physician, as applicable, all reasonable attorneys' fees and costs associated with: (a) the basic fee, training scholarship ("petition") fee, anti-fraud fee, and premium processing fee for an H-1B (temporary nonimmigrant visa) process; and (b) a labor certification (PERM) process for permanent residency status. The attorneys' fees may be only for an attorney approved by the Faculty Practice Plan. The Faculty Practice Plan will not pay the fees and expenses associated with obtaining temporary visa status or permanent residency status for family members of Physician.]

IV. OTHER OBLIGATIONS OF PHYSICIAN.

4.1 Confidential Information. During and after the Term, Physician must keep all Confidential Information (as defined below) secret and may not use Confidential Information for any purpose other than Physician's performance as an employee of the Faculty Practice Plan, including performance of assigned Academic Services. Physician must not disclose Confidential Information to anyone outside the Faculty Practice Plan, the University of Arizona or Banner Health except: (a) as required by court order or process after the Faculty Practice Plan has been afforded reasonable opportunity to contest such order or process; (b) to the extent the information already is in the public domain other than through wrongful disclosure by Physician; or (c) upon the express prior written consent of the Faculty Practice Plan. The "Confidential Information" to which this Section 4.1 applies includes, without limitation, all trade secrets, patient lists, pricing policies, operational methods, marketing plans or strategies, product development techniques or plans, business acquisition plans, clinic development plans, marketing plans, new personnel acquisition plans, administrative and clinical policies, procedures, manuals, protocols and reports, and other business intelligence relating to the operations of the Faculty Practice Plan, the University of Arizona or Banner Health.

4.2 Work for Hire. With respect to any ideas, conceptions, inventions, discoveries, processes, methods, designs, techniques, improvements, or other information or documentation developed by Physician, including all intellectual property rights therein including without limitation copyrights, patents, trade secrets, and other legally recognized intellectual property ("Physician Work Product"), Physician acknowledges and agrees that: (a) if and to the extent that Physician Work Product is conceived, developed, or reduced to practice by Physician during the course of performing activities or research for the Arizona Board of Regents, on behalf of the University of Arizona (the "University") pursuant to the Academic and Clinical Services Agreement, then the University's intellectual property policies apply; and (b) if and to the extent that Physician Work Product is conceived, developed, or reduced to practice by Physician outside the scope of what is covered in subsection (a) above, then Banner Health's intellectual property policies apply. In either case, if the applicable intellectual property policies contemplate that Banner Health or the University, as applicable, owns the Physician Work Product,

then Physician hereby assigns all such Physician Work Product to Banner Health or University, as applicable. Physician agrees to assist the Banner Health or the University, as applicable, in every proper way to secure the University's or Banner Health's, as applicable, rights in the in the Physician Work Product.

4.3 Approval of Certain Activities; Limitations on Ownership. The Faculty Practice Plan may approve Physician's performance of activities beyond the scope of employment only when the following criteria are met: (a) the activity does not interfere with Physician's duties under this Agreement (including the Academic Services); (b) the activity is undertaken during Physician's scheduled time off; (c) the activity does not utilize University of Arizona, the Faculty Practice Plan or Banner Health resources; (d) the activity is not inconsistent with any applicable University of Arizona, Faculty Practice Plan or Banner Health policies; and (e) the activity does not create any risk of liability or loss to the University of Arizona, the Faculty Practice Plan or Banner Health, or risk of damage to their respective reputations, images or good standing in the community. No products or non-physician services may be offered or sold by Physician to patients of the Faculty Practice Plan, or to any other person on any premises belonging to Banner Health or the Faculty Practice Plan, other than through the Faculty Practice Plan. Under no circumstances may Physician individually bill or charge any patient or third party payer for the services provided by Physician pursuant to this Agreement. Physician has no right of ownership in any donation, grant, bequest or contribution made to the University of Arizona, Banner Health, the Faculty Practice Plan, or any affiliated entity by any patient, benefactor, organization or other donor. All such donations, grants, bequests or contributions are the exclusive and sole property of Banner Health, the Faculty Practice Plan, the University of Arizona, or the affiliated entity, as applicable. Unless specifically authorized by the Faculty Practice Plan in writing, Physician has no authority to execute or otherwise enter into any agreement on behalf of Banner Health, the Faculty Practice Plan, the University of Arizona, or any affiliated entity.

4.4 Record Keeping, Billing and Assignment. Physician will keep timely, legible, accurate and complete records of all medical services performed or supervised by Physician, in accordance with sound medical practice and all applicable Faculty Practice Plan policies and requirements. Physician will provide the Faculty Practice Plan with adequate and timely information necessary for accurate billing for all services provided by Physician. Without limiting the generality of the foregoing, Physician will maintain all records necessary for the submission of claims by a teaching physician whenever residents or medical students are involved in the care of Physician's patients under all applicable rules and regulations. In the event that Physician is placed on a corrective action plan by the Banner Health Ethics and Compliance Department as a result of Physician's failure to adequately and appropriately document the services provided by Physician and Physician remains on such corrective action plan for more than 90 days worked, the CEO may modify Physician's compensation as the CEO deems appropriate until such time as Physician has satisfied all of the requirements for removal of Physician from such corrective action plan. As an example, the CEO may disallow or reduce the compensation to be paid to Physician based upon the number of work relative value units ("wRVUs") performed by Physician if the Faculty Practice Plan is unable to accurately or timely bill for Physician's professional services associated with such wRVUs.

Physician will sign all forms and provide all substantiation required for submission of bills to third party payers, and will cooperate in all other matters necessary to obtain timely payment. Physician agrees to reassign to the Faculty Practice Plan, as necessary for billing purposes, Physician's rights to payment for Physician's services. Physician hereby authorizes the Faculty Practice Plan to accept, on Physician's behalf, any assignment made by any person who receives treatment from Physician for unpaid charges and to

receive, on behalf of Physician, any payments that may be made pursuant to such assignment.

4.5 Notice of Acts or Omissions; Documentation. Physician will immediately notify the Faculty Practice Plan of any act or omission by Physician, whether alleged or actual, justified or unjustified, that could result in claims of legal liability. Physician will also promptly notify the Faculty Practice Plan of any disciplinary proceedings involving Physician that have been, or may be, recommended, taken or filed by any regulatory body, licensing board or health plan, and of any malpractice actions threatened or filed against Physician, including claims based on alleged acts or omissions by Physician prior to employment by the Faculty Practice Plan, and will provide the Faculty Practice Plan with all correspondence and other documentation related to such disciplinary proceedings and malpractice actions. Physician also will provide the Faculty Practice Plan with all correspondence and other documentation received by Physician in connection with the Medicare Provider Enrollment, Chain, and Ownership System (PECOS).

Physician also will immediately notify the Faculty Practice Plan of the occurrence of any of the events set forth in Sections 5.5(c)(i) through 5.5(c)(x). Physician acknowledges that any notification of events related to any peer review/quality assurance committee of any medical staff on which Physician maintains membership will be shared with the peer review/quality assurance committee of the Faculty Practice Plan (the "Faculty Practice Plan Quality Committee").

Physician will immediately notify the Faculty Practice Plan Quality Committee of any recommendation made, or any action taken by, any peer review/quality assurance committee of any medical staff or health plan on which Physician maintains membership concerning Physician's professional conduct and/or quality of care, including any of the following: (a) any recommendation that Physician be examined or evaluated because of any health concern, including substance abuse, (b) any recommendation that Physician enter into a stipulated agreement regarding Physician's professional conduct or quality of care, (c) any recommendation that Physician's quality of care be subject to focused review or outside evaluation, or (d) any recommendation that Physician's privileges, membership or contract with such health plan be reduced or terminated. Physician will provide the Faculty Practice Plan Quality Committee with all correspondence and other documentation related to any such recommendation or action, including the results of any health evaluation or substance abuse test required by such peer review/quality assurance committee.

4.6 Use of Information Technology. Physician will appropriately utilize electronic medical record systems of the Faculty Practice Plan and Banner Health facilities in order to improve patient safety, support the care and treatment of patients, and assist in enhancing the quality of care delivered to patients. Physician agrees to use Physician's best efforts to meet all applicable targets for utilization of such systems as may be established by the Faculty Practice Plan or the Banner Health Care Management Council.

4.7 Participation in Electronic Health Record Meaningful Use Program. Physician will take such steps as are reasonably requested in order for the Faculty Practice Plan to realize, to the greatest extent possible, the benefits of the electronic health record meaningful use program, created by the American Recovery and Reinvestment Act of 2009 (the "EHR Meaningful Use Program"), including, but not limited to, participating in the EHR Meaningful Use Program as an Eligible Professional (as defined in 42 CFR §495.100 or §495.302, as applicable), using certified electronic health record technology, and providing such truthful attestations of adoption, implementation, upgrading and meaningful use of such technology as requested or required by the Faculty Practice Plan

or any federal or state authority. Physician reassigns to the Faculty Practice Plan the right to receive any payments made in connection with Physician's participation as an Eligible Professional in the EHR Meaningful Use Program. Physician acknowledges that Physician's compensation will not be adjusted in any way on account of the Faculty Practice Plan's receipt of any such payments, except as may be specifically provided in a separate written agreement between the Faculty Practice Plan and Physician or in any Faculty Practice Plan incentive plan.

V. TERMINATION OF EMPLOYMENT.

5.1 Termination without Cause by the Faculty Practice Plan. Physician's employment and this Agreement may be terminated by the AMC, acting on recommendation of the CEO, at any time, without cause, by providing Physician with written notice at least 90 days prior to the effective date of termination. The Faculty Practice Plan may require Physician to provide services, or may direct Physician to not provide services or appear for work, for all or any portion of the period from the date of notice through the effective date of termination; it being understood, however, that Physician's employment continues through the effective date of termination as specified in the notice. Notwithstanding the foregoing, the AMC has the continuing right to exercise the for-cause termination provisions of Section 5.5 during the notice period if it is entitled to do so.

5.2 Termination without Cause by Physician; Required Notice; Liquidated Damages. Physician may terminate Physician's employment, without cause, by providing written notice to the Faculty Practice Plan at least 180 days prior to the last day of the then current academic year (i.e., July 1-June 30), and the termination shall not be effective until the end of the then-current academic year.

5.3 Mutual Termination. Physician's employment with the Faculty Practice Plan, and this Agreement, may be terminated at any time by the mutual agreement of the parties in writing.

5.4 Termination Due to Death. Physician's employment, and this Agreement, will terminate automatically upon the death of Physician.

5.5 Termination for Cause.

(a) Either Physician or the Faculty Practice Plan, upon direction of the CEO, may terminate Physician's employment and this Agreement due to an uncured material breach of this Agreement by the other party. Except as provided in Section 5.5(c), the non-breaching party must first give to the breaching party written notice specifying the nature of the breach, and a period of 30 days within which to cure the breach to the reasonable satisfaction of the non-breaching party.

(b) The Faculty Practice Plan, upon direction of the CEO, may terminate Physician's employment and this Agreement, following a corrective action plan, developed and implemented in accord with the Faculty Practice Plan's Corrective Action Policy, as the same may be modified from time to time, for failure to meet the terms of the corrective action plan. Any action by the CEO to terminate Physician's employment and this Agreement pursuant to this Section 5.5(b) for failure to meet the terms of a corrective action plan shall first be presented to the AMC but may only be overturned by vote of the AMC. The CEO may initiate a corrective action plan with respect to Physician for the following reasons:

Failure of Physician to treat patients, clinical staff, and others with compassion, dignity, and respect, including, without limitation, engaging in disrespectful behavior; failure to respond to patient needs; failure to communicate effectively or collaborate with clinical staff and administration; or failure to receive adequate patient satisfaction scores;

Failure of Physician to act with integrity or to deliver quality care and service, including, without limitation, failure to complete accurate and appropriate billing and coding for clinical services; failure to comply with all applicable compliance and other regulatory requirements; failure to adequately document services; failure to complete medical records in a timely fashion; failure to participate in peer review, morbidity and mortality conferences, utilization management, or appropriate hospital committees; failure to use the electronic medical record effectively or to submit appropriate orders; failure to follow applicable clinical policies; failure to participate in required department meetings; failure to fulfill supervisory obligations satisfactorily; or failure to maintain required specialty Board certification or licensure or to meet continuing medical education requirements; or

Failure of Physician to achieve reasonably expected clinical outcomes or to take appropriate steps to address such failures, including, without limitation, failure to respond to performance improvement plans, quality improvement initiatives, or utilization management initiatives; or failure to consistently work with the clinical care team when there are serious service gaps.

(c) The Faculty Practice Plan, upon direction of the CEO, may terminate Physician's employment and this Agreement immediately without prior notice or opportunity for cure for any of the following reasons:

(i) The loss, revocation, suspension, or other material restriction of Physician's license to practice medicine in the State, or the revocation, suspension or restriction of Physician's DEA registration;

(ii) The loss or revocation of Physician's faculty title with the applicable Medical School;

(iii) The resignation or the involuntary loss or restriction of Physician's medical staff membership and/or clinical privileges at any Academic Medical Center or other health care facility for which such membership and/or clinical privileges are required by the Faculty Practice Plan;

(iv) A recommendation by the Faculty Practice Plan Quality Committee that Physician's employment with the Faculty Practice Plan be terminated;

(v) A request by the Faculty Practice Plan Quality Committee or by any peer review/quality assurance committee of any medical staff on which Physician maintains membership that Physician voluntarily refrain from the performance of one of more procedures or from the exercise of any clinical privileges;

(vi) A recommendation by the Faculty Practice Plan Quality Committee or any peer review/quality assurance committee of any medical staff on which Physician maintains membership that Physician's membership on such medical staff or Physician's ability to practice one or more procedures or

to exercise clinical privileges be denied, restricted, suspended, revoked or otherwise limited;

(vii) A recommendation by any medical staff that Physician's request for appointment or reappointment to such medical staff be denied;

(viii) The conviction of Physician for a crime involving moral turpitude, or the indictment of Physician for a felony or a crime involving the delivery of, or the billing or payment for, health care items or services;

(ix) A finding by a court of competent jurisdiction or licensing board that Physician has committed unethical or unprofessional conduct, or fraud or dishonesty, in the rendering of professional services;

(x) Exclusion of Physician from participation in any federally funded healthcare program, including Medicare and AHCCCS, or if Physician opts out of participation in any such program;

(xi) Any maliciously false, abusive, threatening or unlawful statement made publicly or to unaffiliated health care providers by Physician regarding the University of Arizona, the Faculty Practice Plan or Banner Health or any of their respective officers or leadership; provided, however, that this provision does not apply to statements made in good faith in peer review proceedings or quality assurance activities, to statements concerning alleged improper or illegal activity made to government and other regulatory authorities, or to statements otherwise protected by University of Arizona, Faculty Practice Plan or Banner Health policy;

(xii) Commission by Physician of any acts of material insubordination, dishonesty, fraud, misrepresentation, disruptive behavior, gross misconduct or moral turpitude that materially and adversely impair the effective performance of Physician's duties under this Agreement or jeopardize patient care or safety;

(xiii) Failure by Physician to disclose any of the events, or to provide any of the notices or documentation, required by Section 4.5; or

(xiv) Failure by Physician to satisfy the conditions for active employment contained in Article VIII, or to commence active employment, by the Outside Date.

(d) As an alternative to immediate termination of this Agreement pursuant to Sections 5.5(c), the Faculty Practice Plan, upon direction of the CEO in his/her sole discretion, may elect to place Physician on unpaid administrative leave for a period of time to be determined by the Faculty Practice Plan. Notwithstanding the foregoing, the Faculty Practice Plan has the continuing right to exercise the for-cause termination provisions of Section 5.5(c) at any time during the unpaid administrative leave period if it is entitled to do so.

While Physician is on unpaid administrative leave, Physician will be able to continue participating in applicable employee welfare and benefit programs, but will not be entitled to receive [OPTION 1: GROUP PRODUCTIVITY-BASED COMPENSATION PLAN: any base salary or unearned compensation pursuant to Addendum 3.1.] [OPTION 2: SALARY BASED PLAN: any base salary or other

compensation.] Physician agrees to work cooperatively with the Faculty Practice Plan to assure a smooth transition of care for Physician's patients.

(e) Physician may terminate Physician's employment and this Agreement immediately without prior notice or opportunity for cure if the Faculty Practice Plan or Banner Health or any of their respective officers or leadership make false and derogatory statements, publicly or to unaffiliated health care providers, regarding Physician; provided, however, that this provision does not apply to statements made in good faith in peer review proceedings or quality assurance activities, to statements concerning alleged improper or illegal activity made to government and other regulatory authorities, or to statements otherwise protected by the University of Arizona, the Faculty Practice Plan or Banner Health policy.

5.6 Resignation from Offices and Panels [FOR USE IN HOSPITAL-BASED PHYSICIAN CONTRACTS:; Agreement Not to Exercise Privileges in Hospital-Based Exclusive Arrangements]. Upon termination of Physician's employment for any reason, Physician will resign from all offices, directorships or other positions with the Faculty Practice Plan. Physician also must resign from or surrender Physician's membership on any managed care physician panel or provider network of which Physician had been a member while employed by the Faculty Practice Plan.

[FOR USE IN HOSPITAL-BASED PHYSICIAN CONTRACTS OTHER THAN HOSPITALIST OR INTENSIVIST AGREEMENTS: If Physician is providing services in the Specialty under an exclusive or semi-exclusive arrangement between an Academic Medical Center or other Banner Health hospital and the Faculty Practice Plan, then, upon termination of employment by the Faculty Practice Plan, Physician will cease to utilize such facilities or privileges for the provision of Specialty services. Physician understands and agrees that if Physician attempts to utilize such facilities or privileges to render Specialty services after termination of employment, the hospital may immediately and automatically terminate Physician's medical staff membership and clinical privileges, and Physician will not be entitled to any of the procedural rights for hearing and appellate review that otherwise might be available to Physician, including, without limitation, those provided by the medical staff bylaws or the medical staff corrective action or fair hearing plans. Accordingly, Physician agrees to waive all procedural or due process safeguards provided in the applicable medical staff bylaws, medical staff corrective action or fair hearing plans and any other medical staff documents.]

[FOR USE IN HOSPITALIST AGREEMENTS: In addition, if Physician is providing services as a hospitalist at any Academic Medical Center or other Banner Health hospital pursuant to this Agreement, then, upon termination of employment by the Faculty Practice Plan, Physician will cease to utilize such facilities or privileges for the purpose of providing hospitalist services at such hospital.]

[FOR USE IN INTENSIVIST AGREEMENTS: In addition, if Physician is providing services as an intensivist at any Academic Medical Center or other Banner Health hospital pursuant to this Agreement, then, upon termination of employment by the Faculty Practice Plan, Physician will cease to utilize such facilities or privileges for the purpose of providing intensivist services at such hospital.]

5.7 Access to Medical Records. Physician agrees that, as between Physician and the Faculty Practice Plan, all patient charts, medical records and files are the property of the Faculty Practice Plan and will remain with the Faculty Practice Plan after the termination of

Physician's employment. Physician may have reasonable access to such charts and files only as necessary to defend any professional liability claim or action.

VI. RESTRICTIVE COVENANTS.

6.1 [FOR PRIMARY CARE PHYSICIANS] [Covenant Not To Compete. Physician recognizes that development of Physician's practice as a member of the Faculty Practice Plan has benefitted materially and immeasurably from time, effort and funds devoted by the Faculty Practice Plan to helping Physician develop a medical practice, including the development of skills and expertise, patient goodwill, referral source goodwill, and Confidential Information as defined in Section 4.1. Physician further recognizes that the benefits to the Faculty Practice Plan of its investment in Physician's practice would be lost if Physician were to provide services for a competing health care organization within a short period of time immediately after the end of Physician's employment with the Faculty Practice Plan. [FOR USE WITH EXISTING UPH PHYSICIANS: For and in consideration of the foregoing, and payment in the amount of **$5,000.00**,] Physician therefore agrees that, for a period of one year after the termination of Physician's employment with the Faculty Practice Plan [FOR USE FOR EXISTING UPH PHYSICIANS AND AS APPROVED BY AMC FOR NEW RECRUITS: if (a) such termination occurs after the second anniversary of the Commencement Date and (b) is] for any reason other than (i) termination by the Faculty Practice Plan without cause pursuant to Section 5.1, (ii) termination by mutual agreement pursuant to Section 5.3 or (iii) the Faculty Practice Plan's uncured breach of this Agreement pursuant to Section 5.5(a) or Section 5.5(d), then Physician will not practice medicine in the Specialty within a ten mile radius of any practice site at which Physician generated 25% or more of Physician's patient charges or patient visits/consultations during the 12 months (or such shorter time as Physician may have been employed by the Faculty Practice Plan or the University of Arizona) prior to termination of Physician's employment (such area is referred to as the "Restricted Area") as an employee of (A) a hospital or any affiliate of a hospital, or (B) a practice group, whether single specialty or multi-specialty, having ten or more physicians within the Restricted Area, that is focused on a single service line or medical condition, such as oncology services, pain management services, orthopedics or women's health services. This restriction does not prohibit Physician from seeing patients in the Specialty in a physician-owned private practice having fewer than ten physicians after the conclusion or termination of this Agreement, or otherwise prevent Physician from practicing medicine other than in a manner that competes directly with the unique services offered by the Faculty Practice Plan. Without limiting other possible remedies to the Faculty Practice Plan for the breach of the covenants contained in this Section 6.1, Physician agrees that injunctive or other equitable relief will be available to enforce these covenants, such relief to be without the necessity of posting bond. Physician further agrees that if any restriction contained in this Section 6.1 is held by any court to be unenforceable or unreasonable, the remaining restrictions may be enforced independently of each other.]

[FOR SPECIALIST PHYSICIANS] [Covenant Not To Compete. Physician recognizes that development of Physician's practice as a member of the Faculty Practice Plan has benefitted materially and immeasurably from time, effort and funds devoted by the Faculty Practice Plan to helping Physician develop a medical practice, including the development of skills and expertise, patient goodwill, referral source goodwill, and Confidential Information as defined in Section 4.1. Physician further recognizes that the benefits to the Faculty Practice Plan of its investment in Physician's practice would be lost if Physician were to provide services for a competing health care organization within a short period of time immediately after the end of Physician's employment with the Faculty Practice Plan. [FOR USE WITH EXISTING UPH PHYSICIANS: For and in consideration of the foregoing, and payment in the amount of **$5,000.00**,]Physician

therefore agrees that, for a period of one year after the termination of Physician's employment with the Faculty Practice Plan[FOR USE FOR EXISTING UPH PHYSICIANS AND AS APPROVED BY AMC FOR NEW RECRUITS: if (a) such termination occurs after the second anniversary of the Commencement Date, and (b)] for any reason other than (i) termination by the Faculty Practice Plan without cause pursuant to Section 5.1, (ii) by mutual agreement pursuant to Section 5.3 or (iii) the Faculty Practice Plan's uncured breach of this Agreement pursuant to Section 5.5(a) or Section 5.5(d), then Physician will not practice medicine in the Specialty within a twenty mile radius of any practice site at which Physician generated 25% or more of Physician's patient charges or patient visits/consultations during the 12 months (or such shorter time as Physician may have been employed by the Faculty Practice Plan or the University of Arizona) prior to termination of Physician's employment (such area is referred to as the "Restricted Area") as an employee of (A) a hospital or any affiliate of a hospital, or (B) a practice group, whether single specialty or multi-specialty, having ten or more physicians within the Restricted Area, that is focused on a single service line or medical condition, such as oncology services, pain management services, orthopedics or women's health services. This restriction does not prohibit Physician from seeing patients in the Specialty in a physician-owned private practice having fewer than ten physicians, or otherwise prevent Physician from practicing medicine other than in a manner that competes directly with the unique services offered by the Faculty Practice Plan. Without limiting other possible remedies to the Faculty Practice Plan for the breach of the covenants contained in this Section 6.1, Physician agrees that injunctive or other equitable relief will be available to enforce these covenants, such relief to be without the necessity of posting bond. Physician further agrees that if any restriction contained in this Section 6.1 is held by any court to be unenforceable or unreasonable, the remaining restrictions may be enforced independently of each other.]

[FOR SUB-SPECIALIST PHYSICIANS] [Covenant Not To Compete. Physician recognizes that development of Physician's practice as a member of the Faculty Practice Plan has benefitted materially and immeasurably from time, effort and funds devoted by the Faculty Practice Plan to helping Physician develop a medical practice, including the development of skills and expertise, patient goodwill, referral source goodwill, and Confidential Information as defined in Section 4.1. Physician further recognizes that the benefits to the Faculty Practice Plan of its investment in Physician's practice would be lost if Physician were to provide services for a competing health care organization within a short period of time immediately after the end of Physician's employment with the Faculty Practice Plan. [FOR USE WITH EXISTING UPH PHYSICIANS: For and in consideration of the foregoing, and payment in the amount of **$5,000.00**,]Physician therefore agrees that, for a period of one year after the termination of Physician's employment with the Faculty Practice Plan[FOR USE FOR EXISTING UPH PHYSICIANS AND AS APPROVED BY AMC FOR NEW RECRUITS:, if (a) such termination occurs after the second anniversary of the Commencement Date, and (b)] for any reason other than (i) termination by the Faculty Practice Plan without cause pursuant to Section 5.1, (ii) by mutual agreement pursuant to Section 5.3 or (iii) the Faculty Practice Plan's uncured breach of this Agreement pursuant to Section 5.5(a) or Section 5.5(d), then Physician will not practice medicine in the Specialty within [Maricopa or Pinal][for physicians practicing in Phoenix] [Pima or Pinal][for physicians practicing in Tucson] Counties (the "Restricted Area") as (A) an employee of a hospital or any affiliate of a hospital, or (B) a practice group, whether single specialty or multi-specialty, having ten or more physicians within the Restricted Area, that is focused on a single service line or medical condition, such as oncology services, pain management services, orthopedics or women's health services. This restriction does not prohibit Physician from seeing patients in the Specialty in a physician-owned private practice having fewer than ten physicians after the conclusion or termination of this Agreement, or otherwise prevent Physician from practicing medicine

other than in a manner that competes directly with the unique services offered by the Faculty Practice Plan. Without limiting other possible remedies to the Faculty Practice Plan for the breach of the covenants contained in this Section 6.1, Physician agrees that injunctive or other equitable relief will be available to enforce these covenants, such relief to be without the necessity of posting bond. Physician further agrees that if any restriction contained in this Section 6.1 is held by any court to be unenforceable or unreasonable, the remaining restrictions may be enforced independently of each other.]

6.2 Covenant Not to Solicit Employees. Physician acknowledges the special nature of the relationship that exists or will exist between the Faculty Practice Plan and the personnel it employs or retains, and that recruitment and training of personnel is costly and time consuming to the Faculty Practice Plan and Banner Health. Physician therefore agrees that during Physician's employment and for one year thereafter, Physician will not directly or indirectly impair or initiate any attempt to impair through offers of employment, offers of contracts for services, or any other manner or means, the relationship that exists between the Faculty Practice Plan or Banner Health and any employee of the Faculty Practice Plan or Banner Health who was supervised or had significant work contact with Physician during the 18-month period prior to termination of Physician's employment. All Banner Health entities are third-party beneficiaries of this Section 6.2. Physician further agrees that if any restriction contained in this Section 6.2 is held by any court to be unenforceable or unreasonable, the remaining restrictions contained herein will be enforced independently of each other.

6.3 Covenant Not to Solicit Physicians. In addition to the prohibition on solicitation in Section 6.2, Physician agrees that during Physician's employment and for one year thereafter, Physician will not directly or indirectly impair or initiate any attempt to impair through offers of employment, offers of contracts for services or any other manner or means, the relationship that exists between the Faculty Practice Plan and other physicians employed or contracted by the Faculty Practice Plan, if such physicians, together with Physician constitute at least 25% of the physicians practicing at the Faculty Practice Plan at any practice site at which Physician generated 25% or more of Physician's patient charges or patient visits/consultations during the 12 months (or such shorter time as Physician may have been employed by the University of Arizona or the Faculty Practice Plan) prior to termination of Physician's employment If Physician violations this Section 6.3 and Physician and such physician as may improperly be solicited or induced collectively reconstitute as a medical practice group or individually or collectively join the same existing medical practice group within 12 months of such physician's termination of employment with the Faculty Practice Plan, the immediate monetary damages to the Faculty Practice Plan will be Faculty Practice Plan's estimated replacement cost of **$60,000.00** for each such Faculty Practice Plan physician who, following solicitation by Physician, terminates employment with the Faculty Practice Plan. Physician hereby promises to pay, and the Faculty Practice Plan hereby agrees to accept, as liquidated damages and not as a penalty, the amount of **$60,000.00** for each such terminating Faculty Practice Plan physician. These damages are separate and in addition to any other remedy of the Faculty Practice Plan set forth in this Agreement.

6.4 Covenant Not to Solicit Patients. During Physician's employment or for one year thereafter, Physician will not, without the Faculty Practice Plan's prior written consent, take any action to solicit patients of the Faculty Practice Plan or notify patients of the Faculty Practice Plan of the termination of Physician's employment. If termination is without cause pursuant to Sections 5.1 or 5.2, and if requested by Physician, the Faculty Practice Plan will mail a letter to each patient treated by Physician during the two years preceding the last date of Physician's employment, stating only that Physician is leaving the Faculty Practice Plan and the effective date of Physician's departure from the Faculty

Practice Plan. Such letter will contain no other information regarding the circumstances of Physician's departure unless otherwise agreed by Physician and the Faculty Practice Plan, and will be sent not later than the last date of Physician's employment. Such letter also may inform patients of the availability of other physician options within the Faculty Practice Plan. The foregoing limitations will not apply if Physician terminates employment due to an uncured breach by the Faculty Practice Plan pursuant to Section 5.5(a) or due to breach by the Faculty Practice Plan pursuant to Section 5.5 (e).

6.5 Covenant Not to Compete in Non-Physician Activities. During the period of Physician's employment and for one year thereafter, unless the Faculty Practice Plan gives its prior written consent, Physician will not, own, manage, operate, control, participate in the management or control of, be employed by, or maintain or continue any interest whatsoever, whether direct or indirect, in any enterprise involved in the provision or distribution of any type of non-physician service or product in competition with Banner Health or any Banner Health facility within Maricopa, Pinal, or Pima Counties, Arizona. Nothing in this Section 6.5 prohibits, restricts or limits the ability of Physician to provide professional services, it being the intent of the parties that the provisions of Section 6.1 are the sole provisions respecting Physician's continuing practice of medicine following employment by the Faculty Practice Plan.

6.6 Exception for Emergency and Charity Care. Nothing in this Agreement limits Physician's provision of medical care or services on a charitable, non-billable or other non-income producing basis in which Physician is not paid a salary or other compensation, or in an emergency situation outside the regular course of practice in a hospital emergency room. During the period of Physician's employment with the Faculty Practice Plan, any such charitable, non-billable or non-income producing services (other than unplanned emergency services) are subject to prior approval by the Faculty Practice Plan pursuant to Section 1.3.

6.7 No Adverse Expert Testimony. During the period of Physician's employment with the Faculty Practice Plan, Physician will not, unless authorized by the Banner Health System Vice President of Business Health or the Banner Health General Counsel, act as an expert witness on behalf of any party in any proceeding in which the University of Arizona, the Faculty Practice Plan, Banner Health, University of Arizona Health Network, University Medical Center Corporation, Phoenix Children's Hospital, or any affiliate, employee or agent of any of them, is or may reasonably be expected to be a party. Notwithstanding the foregoing, Physician may testify in any such proceeding if involuntarily compelled to do so, or if Physician has a legal position adverse to such entities. Physician must notify the Faculty Practice Plan immediately upon receipt of any subpoena or order seeking Physician's testimony in any such proceeding.

VII. MISCELLANEOUS.

7.1 Entire Agreement and Amendment. Commencing on the Commencement Date, this Agreement supersedes all prior oral and written communications and agreements between or affecting Physician and Physician's relationship with the Faculty Practice Plan and Banner Health. Anything not set forth herein or specifically referenced herein will have no force or effect. This Agreement may be amended only in a writing signed by both parties.

7.2 Cost of Litigation. If either party takes legal action to enforce this Agreement, the prevailing party will be entitled to recovery of its reasonable attorneys' fees and costs incurred in connection with such action.

7.3 Offset Authorized. Physician expressly authorizes the Faculty Practice Plan to offset any amounts owed to Physician by the Faculty Practice Plan against any amounts owed by Physician to the Faculty Practice Plan, including, without limitation, any amounts owed as liquidated damages [INCLUDE AS APPROPRIATE: or with respect to the Sign-On Bonus, the Tail Insurance Allowance, the Relocation Payment].

7.4 Notices. Any notice required to be given pursuant to this Agreement must be in writing and either delivered personally, sent by express overnight delivery service, or sent by registered or certified U.S. Mail, return receipt requested, postage prepaid, addressed to each party at the following addresses:

To Physician: At the residential address recorded in Banner Health's Personnel System

To the Faculty Practice Plan: Banner University Medical Group
_____
_____
Attn: Chief Executive Officer

With a copy to: Banner Health
1441 N. 12th Street
Phoenix, AZ 85006
Attn: General Counsel

7.5 Assignment. This Agreement is for the personal services of Physician, and may not be assigned or delegated by Physician, in whole or in part, without the written consent of the Faculty Practice Plan. The Faculty Practice Plan has the right to assign or otherwise transfer its interest under this Agreement to any Related Entity. For purposes of this Section 7.5, a "Related Entity" is any entity that is controlled by, controls, or is under common control with the Faculty Practice Plan, and any entity that acquires all or substantially all of the Faculty Practice Plan's or Banner Health's assets or operations relating to this Agreement within the geographic area within which Physician primarily provides professional services hereunder, and the surviving entity of any merger or consolidation involving the Faculty Practice Plan or Banner Health.

7.6 Survival. Any covenant or provision of this Agreement that requires or might require performance after the termination of Physician's employment, including, without limitation, the confidentiality and restrictive covenants, will survive such termination.

7.7 Governing Law and Venue. This Agreement is governed by the internal substantive law of the State without regard to conflicts of law. Any lawsuit or other proceeding to enforce the provisions of this Agreement must be brought exclusively in the [for Phoenix-area physicians: Maricopa][for Tucson-area physicians: Pima] County Superior Court or the United States District Court for the District of Arizona.

VIII. COMMENCEMENT DATE OF EMPLOYMENT. [DRAFTER NOTE: THIS SECTION WILL NOT BE USED FOR PHYSICIANS EMPLOYED IMMEDIATELY PRIOR TO THE TRANSITION TO B--UMG]

Physician's employment will commence on the first day of active employment with the Faculty Practice Plan. Employment will not occur until each of the following conditions has been satisfied: (a) Physician has an unrestricted license to practice medicine in the State; (b) Physician has a current unlimited DEA registration; (c) Physician has all required hospital staff memberships and privileges (which may be granted on a temporary basis) and HMO/PPO/IPA memberships; (d) Physician has been appointed to the faculty of COM-T or COM-P, as applicable; (e) malpractice insurance providing coverage to Physician for the duties of this Agreement is in place; (f) Physician has successfully completed a drug screening test post-offer of employment; (h) Physician has completed a pre-employment physical examination; (i) Physician has satisfied all immigration and other legal requirements permitting Physician to work in the United States; (j) Physician has completed the employment application or other Faculty Practice Plan standard document requirements; (k) Physician has successfully completed a background check in accordance with standard practice of the Faculty Practice Plan and Banner Health.

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.

PHYSICIAN:	**FACULTY PRACTICE PLAN:**
	BANNER--UNIVERSITY MEDICAL GROUP
By: _____	By: _____
[PHYSICIAN'S NAME:]	Jason A. Krupp, M.D. Chief Executive Officer
Date: _____	Date: _____

ADDENDUM 1.2

ADDITIONAL DUTIES

ADDENDUM 2.7

SUB-SPECIALTY BOARD CERTIFICATION/ELIGIBILITY

[IF NO SUB-SPECIALTY, DELETE THE FOLLOWING LANGUAGE AND TYPE None.]

_____ Board Certification. Physician will maintain board certification in the sub-specialty of _____. Upon request, Physician will furnish evidence of current board certification.

_____ Board Eligibility. Physician will maintain board eligibility in the sub-specialty of _____. Upon request, Physician will furnish evidence of current board eligibility.

_____ Board Eligibility. Upon completion of Physician's Residency/Fellowship and prior to the Commencement Date, Physician will become board eligible in the sub-specialty of _____ and, thereafter, at all times will be board eligible or board certified in such sub-specialty.

ADDENDUM 3.1

COMPENSATION PLAN

Exhibit E

B–UMG's Corrective Action Policy

See attached.

Banner Health

POLICY and PROCEDURE

TITLE:			
Number:		Version:	
Type: Administrative		Author:	
Effective Date:	Original Date:	Approval Date:	Deactivation Date:
Facility: Banner–University Medical Group			
Population (Define):			
Replaces:			
Approved by:			

Overview

Purpose

The purpose of this policy is to:

- Establish a Banner–University Medical Group ("B--UMG") management process for communicating performance expectations and ensuring accountability. Employees and B–UMG Physicians are expected to make behavioral choices that support organizational policies and values, including behavioral choices which maximize patient and staff safety and maximize quality of work and outcomes.
- Establish appropriate actions to be taken when expectations are not met.

Definitions

Advanced Practice Professionals/Clinicians ("Advanced Practitioners"): Nurse Practitioners, Physician Assistants, Certified Registered Nurse Anesthetists and Midwives.

B–UMG Physicians: all physicians employed by or practicing through B–UMG.

B–UMG Management ("Management"): an Employee, a B–UMG Physician, or Excepted Employee with responsibilities for supervision of Employees or B–UMG Physicians.

Conditional Period: a New Hire or Rehires in the initial six (6) months of employment with B--UMG.

Corrective Action Process: the three step progressive disciplinary process which may include an Initial Reminder, Advanced Reminder and Final Warning utilized by B–UMG Management to correct or improve Employee or B–UMG Physician performance that does not meet expectations.

Crisis Suspension: suspension of an Employee or a B–UMG Physician, including Excepted Employees, to immediately remove them from the workplace to address safety or security concerns.

Employee Problem Solving Procedure: a formal problem solving procedure to assist

B–UMG Physicians, Employees and Management in resolving disputes from corrective actions or terminations.

Continued on next page

Overview, Continued

Definitions, (continued)

Essential Job Behaviors: the B--UMG core and leader Behaviors.

Excepted Employees: includes (i) Employees subject to the Conditional Period; and (ii) Employees on the status of On-call, Per-Diem/Pool, Registry (Banner Staffing Services) or Temporary. B–UMG Physicians are not Excepted Employees.

Employees: all B--UMG employees, excluding B–UMG Physicians.

Employment Agreement: a formal written agreement, executed by a physician employed directly by B–UMG, and entitled "Physician Employment Agreement" or similar title, providing for the terms and conditions of such physician's direct employment with B–UMG.

Investigatory Leave: a suspension of an Employee, including Excepted Employees, or B–UMG Physician as necessary to preserve the integrity of an investigation of the Employee's or B–UMG's Physician's conduct, with or without pay depending on the outcome of the investigation.

New Hire: an individual, other than a B–UMG Physician, who has never been employed by B–UMG, Banner Health, or any affiliate of Banner Health.

Performance: the way in which an Employee or B–UMG Physician meets expectations. Examples include but are not limited to produced outcomes, core and leader behaviors, and attendance.

Position Description: the written description for each individual job position.

Position Elimination: the complete removal of a job position from a department or facility.

Reduction in Force ("RIF"): an involuntary separation of an Employee or B–UMG Physician from direct or indirect employment with B--UMG due to economic conditions, a shortage of funds, lack of work, organizational or process changes, outsourcing or other reasons of business necessity which require a reduction in staff.

Rehire: an individual, other than a B–UMG Physician, whose employment with B–UMG, Banner Health or any affiliate of Banner Health ended for any reason who has returned to work for B--UMG since the employment termination. For example, an individual who resigned in April and returned to work for B--UMG in May of the same year is a rehire.

Retaliation: any adverse action when it is taken against a person because of the person's report of suspected policy violation or suspected illegal or unethical conduct. Examples of retaliatory action may include but are not limited to:

- Reducing or restricting a person's duties and/or responsibilities;

Continued on next page

Overview, Continued

Definitions, (continued)

- Failing to give a B–UMG Physician or an Employee a raise, bonus or other compensation that the B–UMG Physician or Employee would have otherwise received;
- Excluding a person from meetings or work-related functions that they would otherwise attend or participate in;
- Terminating a B–UMG Physician, an Employee, contractor or agent;
- Taking any action against any person that is intended to "pay back" that person for their report of suspected impropriety (e.g., giving an adverse evaluation or moving someone to a less desirable shift);
- Withholding or delaying treatment or care for a patient; or
- Intimidating, threatening, coercing, discriminating against, or other retaliatory behavior against B–UMG Physicians, Employees, other providers or patients who in good faith and in a reasonable manner exercise rights concerning privacy of health information, or towards any person who files a complaint with the Department of Human Services, or participates in an investigation related to B--UMG's compliance with the HIPAA Privacy Regulations.

Senior Leaders and Providers: includes (i) all B–UMG position titles at or equivalent to the Practice Administrator, Director or Program Director level and higher; (ii) operational/facility positions of department directors, employed medical directors, and higher; (iii) B–UMG Physicians; and (iv) Advanced Practitioners.

Serious Misconduct: Employee or B–UMG Physician conduct that may warrant the initiation of the Corrective Action Process at a higher step, including, but not limited to, immediate termination of employment or authority to practice through B--UMG. Serious Misconduct may also result in bypassing one or more steps in the Corrective Action Process. The level of the Corrective Action Process is determined by B–UMG in its sole discretion. Serious Misconduct may include, but is not limited to, the following:

- Refusal to carry out a reasonable and lawful direct instruction by management, by conduct or otherwise;
- Criminal, civil or unethical acts;
- Behavior detrimental to the welfare, safety, convenience, or comfort of patients, visitors or employees;
- Violence in the workplace, including, but not limited to, verbal or physical altercations or threats;

Continued on next page

Overview, Continued

Definitions, (continued)

- Harassment or sexual harassment, as those terms are defined in Policy 7649;
- Knowing falsification of B--UMG records;
- The suspension or revocation of a required license, registration or certification;
- Retaliation;
- Reckless behaviors which are actions involving a conscious disregard of substantial and unjustifiable risk of harm;
- Placement on the Office of Inspector General's List of Excluded Individuals, which indicates exclusion from participation in Medicare, Medicaid or other federal health care programs;
- In the case of a B–UMG Physician who is directly employed by B--UMG, any conduct or event that would entitle B–UMG to terminate the B–UMG Physician's employment, under the applicable Employment Agreement or otherwise, for cause and without notice or opportunity to cure; or
- In the case of a B–UMG Physician who is directly employed by the University of Arizona, any conduct or event that would entitle B–UMG to terminate the B–UMG's Physician's authorization to practice medicine through B–UMG under the applicable agreement between B–UMG and the University of Arizona or otherwise, for cause and without notice or opportunity to cure.

Policy

General policy statements

1. Management will implement and utilize the Corrective Action Process as identified in this policy.

2. Management is responsible for establishing and communicating performance expectations and gaps to B–UMG Physicians and Employees. Counseling may be used to communicate performance gaps.

3. Counseling is not a step in the Corrective Action Process.

4. Due to the nature of their leadership positions, Senior Leaders and Providers are held to a higher level of accountability for meeting performance expectations and adhering to our core and leader behaviors. Therefore, steps within the corrective action process as outlined in this policy may be eliminated or skipped.

5. This policy and the Corrective Action Process will apply to B–UMG Physicians employed directly with B–UMG to the extent expressly required in their respective Employment Agreements, and to B–UMG Physicians employed directly with the University of Arizona to the extent expressly required in any agreement between B–UMG and the University of Arizona. If there are Performance deficiencies that arise that the Employment Agreement or the relevant agreement between B–UMG and the University of Arizona do not expressly require B–UMG to address through the Corrective Action Process, B–UMG may nevertheless elect, in its discretion, to follow some or all of the steps in the Corrective Action Process, if doing so does not prejudice any of the B–UMG Physician's rights under the Employment Agreement or the University of Arizona's rights under the relevant agreement.

6. Each step taken under the Corrective Action Process must be documented using at least one of the approved templates as outlined in this policy. This documentation must be maintained in the B–UMG Physician or Employee personnel file.

7. Steps in the Corrective Action Process will be active as follows. "Active" means that the B–UMG Physician or Employee will be moved forward in the Corrective Action Process if another Performance deficiency arises

   - The Initial Reminder is active for six (6) months.
   - The Advanced Reminder is active for twelve (12) months.
   - The Final Warning is active for twelve (12) months.

8. Corrective Action is not removed from the personnel file after it is no longer active.

9. The Corrective Action Process does not apply to Excepted Employees. However, Management is expected to manage performance of Excepted Employees.

10. The B–UMG Physician or Employee will move forward in the Corrective Action

Process even if the Performance deficiencies are unrelated. For example:

- An Employee is given Initial Reminder for attendance.
- Three months later the Employee fails to complete an important project on time.

Continued on next page

Policy, Continued

General policy statements, (continued)

- The Employee may be given an Advanced Reminder (or higher, depending on the severity of the non-Performance) even though the Initial Reminder was given for a different reason.

11. Management is expected to contact Human Resources for consultation prior to taking action for Serious Misconduct, skipping steps in the Corrective Action Process or implementing involuntary termination. Management should also consult Risk Management as appropriate.

12. This policy is not intended to create any kind of employment contract with B–UMG. Except to the extent specifically referenced in any Employment Agreement, nothing in this policy is deemed to modify B–UMG's or any B–UMG Physician's respective rights or obligations under any applicable Employment Agreement or agreement between the B–UMG Physician and the University of Arizona.

13. Termination may result when:

    - The Employee does not correct or improve his or her performance;
    - The Employee or B–UMG Physician has engaged in Serious Misconduct; or
    - Termination of a B–UMG Physician is authorized under the applicable Employment Agreement or B–UMG is authorized under the applicable agreement between B–UMG and the University of Arizona to revoke the B–UMG Physician's authorization to practice medicine through B–UMG.

Procedure

Corrective Action process

1. Management will identify that an improvement in a B–UMG Physician's or an Employee's Performance is needed.
   - Management will consider all objective information to identify:
     - Frequency of non-Performance;
     - The severity of the type of non-Performance;
     - Gaps in expected Performance or behavior;
     - If the non-Performance or behavior has been addressed with no change.

Steps in the Corrective Action process

1. Initial Reminder is usually the first step and must be documented using one of the approved versions of the Corrective Action Form.
   - This step is used when Employee or B–UMG Physician has engaged in behavior or has demonstrated a gap in expected Performance that warrants Corrective Action.
2. Advanced Reminder is a more advanced step which may be used when:
   - The Employee or B–UMG Physician did not correct or improve his or her Performance after an Initial Reminder;
   - After receiving an Initial Reminder, the Employee or B–UMG Physician has demonstrated another, separate Performance deficiency that warrants Corrective Action; or
   - The Employee or B–UMG Physician has engaged in conduct that, because of its severity, warrants an Advanced Reminder even though no Initial Reminder has been given.
3. The Final Warning is the last step in the Corrective Action process which may be used when:
   - The Employee or B–UMG Physician did not correct or improve his or her performance after a previous level of Corrective Action;
   - The Employee or B–UMG Physician has demonstrated another, separate Performance deficiency that warrants Corrective Action; or
   - The Employee or B–UMG Physician has engaged in conduct that, because of its severity, warrants a Final Warning even though no Initial Reminder and/or Advanced Reminder have been given.

Continued on next page

Procedure, Continued

Management process steps

1. Management will review Performance and consider all known factors that may have contributed to lower than expected Performance.
   - If needed, Management will conduct an investigation to identify:
     - Objective criteria for Performance improvement; and/or
     - Severity of the Performance infraction ;
2. Management will prepare one of the approved versions of the Corrective Action Form to document the Performance that needs to be improved or corrected.
3. In the case of any B–UMG Physician with respect to whom the Corrective Action Process is initiated, Management will provide written notice regarding initiation of the process to the appropriate faculty affairs officer at The University of Arizona College of Medicine in Tucson or The University of Arizona College of Medicine in Phoenix, as applicable.
4. If skipping steps in the Corrective Action Process, Management will consult with Human Resources. Risk Management will be consulted if appropriate.
5. Management will meet with the Employee or B–UMG Physician to discuss the Performance that needs to be improved or corrected and the requirement of the Employee to create an individual corrective action plan using one of the approved versions of the Corrective Action Form.
6. Management will set a date/time for a follow-up meeting to review, edit and approve the Employee's or B–UMG Physician's corrective action plan.
7. Management will give the Employee or B–UMG Physician a copy of the completed Corrective Action Form and provide the signed document to Human Resources.
8. When an Employee or B–UMG Physician is suspected of Serious Misconduct, Management will contact Human Resources. Risk Management will be consulted if appropriate.
   - Management will take action to ensure the safety of patients, visitors, other B–UMG Physicians and other Employees.

Crisis suspension or investigatory leave

1. A Crisis Suspension or Investigatory Leave may be used to remove the Employee or B–UMG Physician from the workplace.
2. Management and/or Human Resources will conduct an investigation of the Serious Misconduct.

Continued on next page

Procedure, Continued

Crisis suspension or investigatory leave, (continued)

3. Management of Crisis Suspension or Investigatory Leave for B–UMG Physicians will be applied according to the applicable Employment Agreement, including payment for missed work.

4. Non-Exempt Employees:

   - Management, in conjunction with HR, will determine whether an Employee is paid for scheduled hours missed when the Employee has been placed on Crisis Suspension or Investigatory Leave. The determination depends on whether the investigation substantiates the need for termination of the Employee. If not, the Employee will receive full pay for all scheduled hours missed.

5. Exempt Employees:

   - An Exempt Employee (other than a B–UMG Physician) placed on Crisis Suspension or Investigatory Leave will be paid for the time he/she is out unless:
     - The Exempt Employee has been on leave for a full work week (Sunday through Saturday); **and**
     - The investigation substantiates the need for termination of the Employee.
   - If an Exempt Employee is placed on Crisis Suspension or Investigatory Leave for any period that equals less than a full work week, and the investigation substantiates the need for termination of the Employee:
     - The Exempt Employee's PTO will first be applied to cover the times spent on Crisis Suspension or Investigatory Leave.
     - If PTO is exhausted, the Exempt Employee will be paid for the remainder of the days he/she was on Crisis Suspension or Investigatory Leave, using the code "Regular NonWorked".

Other

Procedural documentation	1. Corrective Action Statement and Action Plan: generally used for positions below Director. 2. Corrective Action Statement and Improvement Plan: generally used for positions at Director level and above, Advanced Practitioners, and B–UMG Physicians. 3. Resignation/Discharge Form
Related policies and procedures	Conditional Period Policy (#7335) Equal Employment Opportunity & Affirmative Action Policy (#7330) Reduction in Force ("RIF") & Position Elimination Policy (#7650) Attendance & Work Hours Policy (#7645)
Keywords and / or keyword phrases	Corrective Action Discipline Performance Termination HR Policies Suspension Employment Agreement Academic Affiliation Agreement

Exhibit F

Entities and Facilities Included in the Healthcare System Tucson Service Area

1. Banner–University Medical Center Tucson Campus, LLC, a sole member Arizona limited liability company that operates Banner–University Medical Center Tucson Campus located at 1501 N. Campbell Ave., Tucson, Arizona

2. Banner–University Medical Center South Campus, LLC, a sole member Arizona limited liability company that operates Banner–University Medical Center South Campus located at 2800 E. Ajo Way, Tucson, Arizona

3. Banner–University Medical Group, an Arizona nonprofit corporation f/k/a University Physicians Healthcare, Inc., which operates the following clinics:

Clinic	**Location**
The University of Arizona Medical Center - Arizona Elks Pediatric Clinic	1501 North Campbell Avenue, Room 3401, Tucson, AZ 85724
The University of Arizona Medical Center - Pediatric Multispecialty Center	1501 North Campbell Avenue, Room 3537, Tucson, AZ 85724
The University of Arizona Medical Center - Sierra Vista Clinic	3533 Canyon de Flores, Suite C, Sierra Vista, AZ 85650
The University of Arizona Medical Center - Obstetrics & Gynecology Clinic	1501 North Campbell Avenue, Room 8401, Tucson, AZ 85724
The University of Arizona Medical Center - Children's Multispecialty	535 North Wilmot, Suite 101 Tucson, AZ 85711
The University of Arizona Medical Center - Department of Psychiatry Outpatient Clinic	1501 North Campbell Avenue, Room 7429, Tucson, AZ 85724
The University of Arizona Medical Center – Dermatology	7005 North Oracle Tucson, AZ 85704
The University of Arizona Medical Center - Pediatric Endo Angel Clinic	1501 North Campbell Avenue, Suite 3324, Tucson, AZ 85724

4. UM Leasing, LLC, an Arizona limited liability company

Exhibit 8

ACADEMIC AND CLINICAL SERVICES AGREEMENT
BY AND BETWEEN
THE ARIZONA BOARD OF REGENTS ON BEHALF OF
THE UNIVERSITY OF ARIZONA
AND
BANNER–UNIVERSITY MEDICAL GROUP

This Academic and Clinical Services Agreement is made and entered into effective as of the 28th day of February, 2015 (the "**Effective Date**"), by and between **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**") and **BANNER–UNIVERSITY MEDICAL GROUP** ("**B–UMG**"), an Arizona nonprofit corporation. The University and B–UMG may be referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, The University operates The University of Arizona College of Medicine in Phoenix ("**COM-P**") and The University of Arizona College of Medicine in Tucson ("**COM-T**"), accredited allopathic medical schools located in Phoenix, Arizona and Tucson, Arizona, respectively (each, a "**Medical School**" and, collectively, the "**Medical Schools**");

WHEREAS, B–UMG (formerly known as "University Physicians Healthcare"), a subsidiary of Banner Health, an Arizona nonprofit corporation ("**BH**"), shall provide through its employed physicians, in addition to clinical patient care services, certain academic services – including without limitation teaching, clinical research and academic administrative time – to the University for the benefit of the Medical School's academic mission ("**Academic Effort**");

WHEREAS, immediately prior to the date of this Agreement, The University of Arizona Health Network, Inc. ("**UAHN**") was the sole corporate member of: (i) University Medical Center Corporation ("**UMCC**"), which owned and operated the main campus of The University of Arizona Medical Center located in Tucson, Arizona ("**Medical Center – Tucson Campus**"), which serves as the principal teaching hospital for COM-T and other University health sciences colleges; and (ii) University Physicians Healthcare, an Arizona non-profit corporation ("**UPH**"), which (y) served as the faculty clinical practice organization for COM-T and (z) operated the south campus of The University of Arizona Medical Center located in Tucson, Arizona ("**Medical Center – South Campus**").

WHEREAS, pursuant to the terms of that certain Academic Affiliation Agreement dated as of even date herewith between BH and the University (the "**Academic Affiliation Agreement**"): (i) all COM-T faculty physicians dually employed by the University and UPH immediately prior to the Effective Date will become employed solely by the University, unless and until transitioned to B–UMG employment as contemplated by the Academic Affiliation Agreement and (ii) all COM-P faculty physicians employed by the University immediately prior to the Effective Date shall continue to be employed by the University, unless and until

transitioned to B–UMG employment or excused from transition as contemplated by the Academic Affiliation Agreement;

WHEREAS, certain COM-T faculty physicians and COM-P faculty physicians who are employed by the University as of the Effective Date have been designated to become employees of B–UMG (the "**Transferred University Physicians**") and, on dates set forth in an agreed-upon transition schedule (the "**Transition Schedule**"), will be terminated as employees of the University and will enter into employment agreements with B–UMG;

WHEREAS, the University shall provide through its employed physicians, in addition to academic services, certain clinical patient care services to B–UMG for the benefit of the patients of B–UMG and other BH facilities ("**Clinical Effort**");

WHEREAS, as contemplated by the Academic Affiliation Agreement, B–UMG and the University desire to enter into this Academic and Clinical Services Agreement to ensure that B–UMG and the University are able to meet their respective academic and clinical obligations; and

WHEREAS, capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Academic Affiliation Agreement.

NOW, THEREFORE, for and in consideration of the premises, and the agreements, covenants, representations and warranties hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are forever acknowledged and confessed, the Parties agree as follows:

ARTICLE 1

CATEGORIES OF PHYSICIANS; PHYSICIAN MATTERS

1.1 Categories of Physicians.

1.1.1 BMG-Employed Physicians. As used herein, "**BMG-Employed Physicians**" shall mean physicians employed by Banner Medical Group who will become employees of B–UMG as of August 2, 2015; provided, however, that BMG-Employed Physicians shall be treated as B–UMG-Employed Physicians for purposes of this Agreement from the Effective Date until August 2, 2015.

1.1.2 B–UMG-Employed Physicians. As used herein, "**B–UMG-Employed Physicians**" shall mean physicians employed by B–UMG.

1.1.3 Physicians. As used herein, "**Physicians**" shall mean the University Physicians and the B–UMG-Employed Physicians.

1.1.4 UMCC-Employed Physicians. As used herein, "**UMCC-Employed Physicians**" shall mean the physicians employed by UMCC (and subsequently by BH) prior to transition to B–UMG employment on September 1, 2015; provided, however, that UMCC-Employed Physicians shall be treated as B–UMG-Employed Physicians for purposes of this Agreement from the Effective Date until September 1, 2015.

1.1.5 University-Employed Physicians. As used herein, "**University-Employed Physicians**" shall mean certain physicians employed by the University as described in Section 4.1.2(a)-(d) of the Academic Affiliation Agreement.

1.1.6 University Physicians. As used herein, "**University Physicians**" shall mean (a) University-Employed Physicians and (b) COM-T faculty physicians and COM-P faculty physicians prior to transition to B–UMG employment as described in Section 4.1.3 and Section 4.1.4, respectively of the Academic Affiliation Agreement.

1.2 Qualifications of University Physicians. The University shall cause each University Physician to hold and maintain at all times while providing academic and/or clinical services, all applicable licenses, credentials and hospital privileges necessary to perform such services and the University hereby acknowledges that all University Physicians must hold and maintain all applicable licensures, credentials and hospital privileges as a condition of providing Clinical Effort on behalf of B–UMG, including without limitation (to the extent applicable):

1.2.1 State Licensure. Each University Physician shall at all times be licensed to practice medicine in the state of Arizona (the "**State**") without any restrictions or limitations that would impair University Physician's ability to perform his or her duties hereunder.

1.2.2 DEA Registration. Each University Physician shall maintain registration with the Drug Enforcement Administration ("**DEA**") without any restrictions or limitations on University Physician's authority to prescribe drugs under such registration.

1.2.3 Faculty Membership. Each University Physician shall obtain, and maintain at all times in good-standing, a Medical School faculty appointment or title in the department of his or her specialty.

1.2.4 Medical Staff Membership. Each COM-T faculty physician shall obtain, and thereafter maintain in good-standing, membership and clinical privileges on the medical staff of Medical Center—Tucson Campus and/or the Medical Center—South Campus. Each COM-P faculty physician shall obtain, and thereafter maintain in good-standing, membership and clinical privileges on the medical staff of the Medical Center—Phoenix Campus (formerly known as Banner Good Samaritan Medical Center). Each University Physician shall authorize B–UMG to share information concerning such University Physician with the medical staffs of the other hospitals operated by BH in accordance with BH's policy for the sharing of such information.

1.2.5 HMO/PPO/IPA Memberships. Each University Physician shall apply for and use his or her best efforts to obtain and maintain membership in the provider panels of such managed care organizations, preferred provider organizations, and individual practice associations as may be reasonably requested from time to time by B–UMG.

1.2.6 Medicare and Medicaid Certification. At all times, each University Physician shall be a participating provider under the federal Medicare and Arizona Health Care Cost Containment System ("**AHCCCS**") programs. University Physician shall notify B–UMG immediately upon the receipt of any notice involving an initial sanction, proposed sanction, commencement of an investigation, or the filing of charges by any Medicare peer review or

quality improvement organization, the federal Department of Health and Human Services, or any law enforcement agency or health regulatory agency of the United States or the State.

1.2.7 Board Certification/Eligibility. Except for physicians dually employed by UPH and the University immediately prior to the Effective Date or as otherwise authorized by the Academic Management Council ("**AMC**") established pursuant to Article 3 of the Academic Affiliation Agreement, each University Physician shall obtain board certification in the specialty or subspecialty in which he or she practices not later than five (5) years after the completion of his or her training (or, if such training was completed more than five (5) years prior to the Effective Date, University Physician shall be so board certified on the Effective Date). University Physician shall remain board certified in the specialty and each subspecialty in which he or she is board certified at all times after obtaining such board certification.

1.3 Distribution of Effort. As used in this Section 1.3, University Physicians and B–UMG-Employed Physicians shall be referred to individually as "**Physician**" and collectively as the "**Physicians**." Each Physician's professional efforts shall be allocated on a percentage basis between (a) in the case of a B–UMG-Employed Physician, the performance of clinical services on behalf of B–UMG and the provision of Academic Effort hereunder, and (b) in the case of a University-Employed Physician, the performance of academic services on behalf of the University and the provision of Clinical Effort hereunder. Each Physician's percentage allocation shall be referred to as his or her distribution of effort ("**DOE**"), and shall be determined in accordance with the budget and DOE guidelines established by the AMC (the "**AMC Budget and DOE Guidelines**"). Each Physician's DOE shall be determined on an annual basis and, upon approval of such DOE by the AMC, shall be memorialized in writing by the Parties. As of the Effective Date, each Physician's DOE shall be as in effect immediately prior to the Effective Date, unless and until modified upon the recommendation of the B–UMG Chief Executive Officer and the approval of the AMC in accordance with the AMC Budget and DOE Guidelines. Unless otherwise expressly agreed by the AMC with respect to a particular individual Physician, each Physician's DOE shall be adjusted only at the commencement of each academic fiscal year (*i.e.*, July 1st); all mid-year adjustments shall require AMC approval.

ARTICLE 2

PROVISION OF ACADEMIC EFFORT BY B–UMG

2.1 Academic Effort of B–UMG. B–UMG shall provide the University with the Academic Effort of the B–UMG-Employed Physicians in furtherance of the Medical Schools' academic mission. Each B–UMG-Employed Physician's Academic Effort shall be allocated among (a) teaching, (b) research, and (c) leadership/administrative activities. B–UMG shall direct and cause B–UMG-Employed Physicians to (a) devote their best efforts and apply the requisite expertise and skill in the provision of Academic Effort and (b) provide such Academic Effort in a manner that is consistent with the University's bylaws, policies, rules, and regulations (the "**University Policies and Procedures**"). In consideration for such Academic Effort, the University shall make payments to B–UMG as described in Section 4.1.3 below.

2.2 Faculty Titles. All B–UMG-Employed Physicians who provide Academic Effort shall hold a University faculty title commensurate with their experience and role, per the University's Guidelines for Promotion and Tenure and the College of Medicine's Guidelines for Promotion and Tenure, and appointed by and at the discretion of the President of the University.

2.3 Oversight Responsibility for B–UMG Physicians; Removal of B–UMG Physicians. B–UMG retains responsibility for oversight of the B–UMG-Employed Physicians, including, but not limited to hiring, firing and disciplining such B–UMG-Employed Physicians pursuant to B–UMG's Policies and Procedures (as defined in Section 3.1.1 below). If, however, in the reasonable judgment of the University, any B–UMG-Employed Physician providing Academic Effort cannot or is not performing his or her duties in accordance with the care, skill and diligence customarily demonstrated by competent individuals performing the same or similar services in comparable settings, the University shall be entitled to request that B–UMG remove such person from providing such Academic Effort by providing written notice to B–UMG. As soon as practicable, but in no event later than thirty (30) days after receipt of such notice, B–UMG shall remove such B–UMG-Employed Physician; provided, however, that B–UMG shall immediately remove any B–UMG-Employed Physician, who in the University's sole and good faith determination, engages in conduct that jeopardizes the health, safety or welfare of any student or other personnel of the University or the Medical Schools.

2.4 Records of Academic Effort. B–UMG shall provide written records reasonably requested by, and reasonably satisfactory to, the University, to assist the University in documenting the Academic Effort of B–UMG-Employed Physicians rendered pursuant to this Article 2. Such records may take the form of time or activity logs, minutes of committee meetings, work products, or other forms appropriate to the particular service rendered. In addition, B–UMG shall provide such other records to document the rendering of its employees' services to the University as may be reasonably required from time to time to comply with applicable laws, regulations, and governmental directives.

ARTICLE 3

PROVISION OF CLINICAL EFFORT BY THE UNIVERSITY

3.1 Clinical Effort of University Physicians. The University, through University Physicians, shall provide certain clinical patient care services to B–UMG for the benefit of the patients of B–UMG and other BH facilities. In consideration for such Clinical Effort, B–UMG shall make payments to the University as described in Section 4.1.1 below.

3.1.1 Standards for Delivery of Clinical Effort. The University shall ensure that University Physicians devote their best efforts and apply the requisite expertise and skill in the provision of Clinical Effort. The University shall direct University Physicians engaged in the provision of Clinical Effort in accordance with this Agreement on its behalf to deliver any such Clinical Effort in a manner that (a) meets the clinical and performance standards established by B–UMG and (b) conforms with B–UMG's bylaws, policies, procedures, rules and regulations (the "**B–UMG Policies and Procedures**") with respect to the delivery of such clinical services and conduct at BH facilities. University Physicians providing the Clinical Effort hereunder shall

have access to or copies of all applicable B–UMG Policies and Procedures pertaining to the delivery of clinical services and conduct at BH facilities to the same extent as B–UMG-Employed Physicians.

3.1.2 Additional Clinical Effort Performance Standards. In addition to the Clinical Effort performance standards set forth in Section 3.1, the University shall ensure that, in providing Clinical Effort hereunder, each University Physician is in compliance with the obligations set forth on **Exhibit A** attached hereto and incorporated herein by reference.

3.2 Oversight Responsibility for University Physicians; Removal of University Physicians. The University retains responsibility for oversight of its employees, including, but not limited to hiring, firing and disciplining such employees pursuant to the University's Policies and Procedures, subject to the express authority of the B–UMG Chief Executive Officer and AMC under Section 3.6.2 and Section 3.6.3 of the Academic Affiliation Agreement, as well as compliance with the requirements set forth in **Exhibit A** attached hereto and incorporated herein by reference. If, however, in the reasonable judgment of B–UMG, any University Physician providing clinical services cannot or is not performing his or her duties in accordance with the care, skill and diligence customarily demonstrated by competent individuals performing the same or similar services in comparable settings, B–UMG shall be entitled to request that the University remove such person from providing such clinical services by providing written notice to the University. As soon as practicable, but in no event later than thirty (30) days after receipt of such notice, the University shall remove such University Physician; *provided, however,* that the University shall immediately remove, without any notice to or opportunity to cure, any University Physician who (a) in B–UMG's sole and good faith determination, engages in conduct that jeopardizes the health, safety or welfare of any patient or personnel of B–UMG or any BH Affiliate or (b) is subject to any of the actions described in Paragraph 3 of **Exhibit A** attached hereto and incorporated herein by reference has occurred with respect to such University Physician.

3.3 Records of Clinical Effort. The University shall provide written records reasonably requested by, and reasonably satisfactory to, B–UMG to assist B-UMG in documenting the Clinical Effort of University Physicians rendered pursuant to this Article 3. Such records may take the form of time or activity logs, minutes of committee meetings, work products, or other forms appropriate to the particular service rendered. In addition, the University shall provide such other records to document the rendering employees' of its services to B–UMG as may be reasonably required from time to time to comply with applicable laws, regulations, and governmental directives.

3.4 Clinical Effort of Residents and Fellow. To the extent required and in accordance with such terms agreed to by the Parties, B–UMG may purchase from the University the clinical services of residents and fellows employed by the University until July 1, 2016. Such services shall be paid utilizing the Core Services Funding under Section 5.1.1 of the Academic Affiliation Agreement.

ARTICLE 4

COMPENSATION

4.1 Compensation Methodology for Remainder of University FY15 and for FY16. Except as otherwise provided in Section 4.2 below:

4.1.1 Compensation to University for Clinical Effort of University Physicians. From the Effective Date until June 30, 2016, the compensation to be paid by B–UMG to the University for the Clinical Effort of University Physicians shall be determined in accordance with the methodology in effect as of the Effective Date, meaning that the total compensation and benefit costs (including the ERE Rates as that term is defined in Section 4.1.5(c) of the Academic Affiliation Agreement) associated with University Physicians shall be allocated between B–UMG and the University based on each University Physician's predetermined DOE, subject to certain adjustments for amounts to be paid exclusively by B–UMG or the University, depending on the nature of the payment and consistent with past practice (*e.g.*, clinical incentive compensation, call pay, and medical director stipends). On each bi-weekly payroll date, the University shall provide B–UMG with an invoice stating the amount due from B–UMG with respect to such payroll period. B–UMG shall remit payment to the University for the invoiced amount prior to the next bi-weekly payroll date;

4.1.2 Compensation to B–UMG-Employed Physicians for Clinical Services. Commencing as of January 1, 2016 and continuing through June 30, 2016, the compensation to be paid by B–UMG to B–UMG-Employed Physicians for their clinical services shall be determined in accordance with the methodology used by UPH immediately prior to the Effective Date; and

4.1.3 Compensation to B–UMG for Academic Effort of B–UMG-Employed Physicians. Commencing as of January 1, 2016 and continuing through June 30, 2016, the compensation to be paid by the University to B–UMG for the Academic Effort of B–UMG-Employed Physicians shall be determined in a manner consistent with B–UMG's compensation to the University pursuant to Section 4.1.1 above. Accordingly, the total compensation and benefit costs associated with B–UMG-Employed Physicians shall be allocated between the University and B–UMG based on each B–UMG-Employed Physician's predetermined DOE, subject to agreed-upon adjustments for amounts to be paid exclusively by the University or B–UMG (as described in Section 4.1.1 above). On each bi-weekly payroll date, B–UMG shall provide the University with an invoice stating the amount due from the University with respect to such payroll period. The University shall remit payment to B–UMG for the invoiced amount prior to the next bi-weekly payroll date.

4.2 Adjustment of Compensation Methodology. The AMC shall promptly engage a consultant with expertise in developing methodologies for the purchase of academic time and payment of compensation for clinical services for faculty practice plans. Such consultant shall be engaged to deliver to the AMC a methodology or methodologies for (a) compensation to be paid by B–UMG to the University for Clinical Effort provided by University Physicians and compensation to be paid by the University to B–UMG for Academic Effort provided by B–UMG-Employed Physicians, (b) individual compensation for the individual Clinical Effort of

Physicians whether employed by B–UMG or the University, and (c) individual compensation for the individual Academic Effort of B–UMG-Employed Physicians (collectively, the "**Modified Compensation Methodology**"). The AMC shall review and approve the Modified Compensation Methodology to be effective no earlier than January 1, 2016 but no later than July 1, 2016. Upon approval of the Modified Compensation Methodology by the AMC, the Parties hereby agree to enter into any such amendments to this Agreement as required to replace the methodology set forth in this Article 4 with the Modified Compensation Methodology.

ARTICLE 5

INSURANCE

5.1 Professional Liability, General Liability and Workers' Compensation Insurance to be Maintained by B–UMG. During the term of this Agreement, B–UMG shall obtain and maintain, at its sole cost and expense, (a) (i) effective July 1, 2015 covering B–UMG, the Physicians, residents, and fellows providing services in the Tucson, Arizona area and (ii) effective on the Effective Date covering B–UMG, the Physicians, residents, and fellows providing services in the Phoenix, Arizona area, professional liability insurance (which may be through self-insurance) for the performance of B–UMG Clinical Personnel Activities (as defined in Section 1.19 of the Academic Affiliation Agreement), with coverage limits of not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in the annual aggregate, (b) effective on the Effective Date, general liability insurance (which may be through self-insurance) covering B–UMG, Physicians, residents, and fellows for the performance of services under this Agreement, with coverage limits of not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in the annual aggregate, and (c) effective on the Effective Date, workers' compensation insurance (which may be through self-insurance) covering B–UMG-Employed Physicians, residents, and fellows furnishing services hereunder. If any coverage obtained hereunder is of a "claims-made" type, B–UMG shall obtain extended reporting endorsements upon termination or cessation of a Physician's, resident's, or fellow's B–UMG Clinical Personnel Activities on behalf of B–UMG such that coverage remains in place on such terms as agreed to by the University and B–UMG. B–UMG shall furnish the University with appropriate evidence of the existence of such insurance coverage.

5.2 Indemnification for General Liability and Workers' Compensation Insurance to be Maintained by the University. During the term of this Agreement, the University shall indemnify, defend and hold B–UMG and individual B–UMG-Employed Physicians harmless from all claims, liabilities and losses arising from the acts or omissions of B–UMG-Employed Physicians in connection with the provision of Academic Effort by individual B–UMG-Employed Physicians that does not constitute B–UMG Clinical Personnel Activities performed on behalf of the University. Effective on the Effective Date, the University shall obtain and maintain, at its sole cost and expense, workers' compensation insurance (which may be through self-insurance) covering the University Physicians furnishing the services hereunder.

5.3 **Discontinuance of Insurance**. Each Party shall notify the other Party thirty (30) days prior to any discontinuance of its professional liability, commercial general liability and/or workers' compensation insurance coverage, as applicable.

ARTICLE 6

TERM AND TERMINATION

6.1 **Term.** The term of this Agreement shall be coterminous with the term of the Academic Affiliation Agreement.

6.2 **Termination**.

6.2.1 Mutual Agreement. This Agreement may be terminated by mutual written agreement of the Parties.

6.2.2 No Termination Without Cause. This Agreement may not be terminated without cause.

6.2.3 Termination or Expiration of Academic Affiliation Agreement. This Agreement shall terminate contemporaneously with termination or expiration of the Academic Affiliation Agreement.

6.3 **Effect of Termination or Expiration of the Agreement**. Upon any termination or expiration of this Agreement, each Party shall promptly (but in any event, within **[sixty (60)]** business days of the termination or expiration date) pay the other Party all unpaid compensation and other amounts due and payable for Clinical Effort or Academic Effort provided, as applicable for the period commencing on January 1 of the year in which the termination or expiration occurred through the applicable date of termination or expiration.

ARTICLE 7

STATUS OF THE PARTIES

It is expressly understood and agreed that in the performance of services under this Agreement, each Party and its respective employees shall at all times act as independent contractors with respect to the other Party. Except as otherwise expressly provided in writing, it is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to create a joint venture, partnership, association, or like relationship between the Parties with respect to the services provided hereunder. In no event shall any Party be liable for the debts or obligations of another Party, except as otherwise specifically provided in this Agreement.

ARTICLE 8

MISCELLANEOUS

8.1 Academic Affiliation Agreement Controls; Governance of B–UMG and AMC. This Agreement implements certain provisions of the Academic Affiliation Agreement, and to the extent that any provision of this Agreement conflicts with a provision of the Academic Affiliation Agreement, the Academic Affiliation Agreement shall control. Furthermore, nothing contained in this Agreement is intended to address or modify the governance of B–UMG or the AMC, as set forth in the Academic Affiliation Agreement and B-UMG bylaws.

8.2 Arm's Length Negotiation. The Parties acknowledge and agree that the compensation to be paid under this Agreement will be the product of bona fide arm's length negotiation and represent commercially reasonable and fair market value payments for the Academic Effort and Clinical Effort, respectively, without regard to the volume or value of any patient referrals or any other business generated between the Parties. This Agreement is not intended to induce any Party to refer patients to the other Party or to any third party or to purchase or order items or services from the other Party or to recommend that others purchase or order items or services from the other Party.

8.3 Notification of Certain Other Matters. During the term of this Agreement, each Party shall promptly notify the other Party of:

8.3.1 any actions, suits, claims, investigations, or proceedings commenced, or, to the best of its knowledge, threatened against, relating to or involving or otherwise affecting it that, if adversely determined, would either individually or in the aggregate affect the consummation of the transactions contemplated by this Agreement;

8.3.2 any notice of, or other communication relating to, a material default or an event that, with notice or lapse of time or both, would become a material default, received by it subsequent to the date of this Agreement, under any material agreement to which it is a Party or to which it or any of its properties or assets may be subject or bound if such material default would affect the services to be provided under this Agreement;

8.3.3 any notice or other communication from any third-party alleging that the consent of such third-party is or may be required in connection with the services to be provided under this Agreement;

8.3.4 any notice or other communication from any governmental authority in connection with the services to be provided under this Agreement;

8.3.5 any event or development having a material adverse effect on its financial condition or results of operations, or the occurrence of an event or development that, so far as reasonably can be foreseen at the time of its occurrence, is reasonably likely to result in such a material adverse effect on the ability of the Party to meet its obligations under this Agreement; and

8.3.6 any notice of suspension, termination, exclusion, or debarment by any governmental entity of any individual or entity involved in providing services under this Agreement.

8.4 **Notices**. Any notice, demand or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered, when received by facsimile transmission or overnight delivery service, or five (5) days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, addressed as follows, or addressed:

B–UMG:	Banner–University Medical Group 1441 N. 12th Street Phoenix, AZ 85006 Attention: CEO Facsimile: (602) 747-4528
With a simultaneous copy to:	Banner Health 1441 N. 12th Street Phoenix, AZ 85006 Attention: General Counsel Facsimile: (602) 747-4528
University:	The Arizona Board of Regents 2020 N. Central Avenue, Suite 230 Phoenix, AZ 85004-4593 Attention: President Facsimile: (602) 229-2555
With simultaneous copies to:	The University of Arizona Old Main, Room 200 1200 East University Boulevard P.O. Box 210021 Tucson, Arizona 85721-0066 Attention: President Facsimile: (520) 621-9323
	The University of Arizona Administration Building, Room 103 1401 E. University Boulevard P.O. Box 210066 Attention: General Counsel Facsimile: (520) 621-9001

or to such other address, and to the attention of such other Person or officer as any Party may designate in writing to the other Party.

8.5 **Confidentiality.** No Party hereto shall disclose any privileged or confidential information obtained or learned from any other Party as a result of this Agreement, except as may be required in connection with any audit conducted by a third-party payor or as required by applicable law, regulation, or order of a court with jurisdiction or as set forth below. Without limiting the generality of the foregoing, the Parties agree that they shall maintain the

confidentiality of any medical records, business or financial records, supply and service information, marketing information, personnel information, information contained or encompassed in all computer hardware, algorithms, software and other technology, and/or matters or practices of the other as to other technology, and/or matters or practices of the other to which they shall have access or knowledge pursuant to this Agreement ("**Proprietary Information**") during the term of this Agreement and thereafter, regardless of the reason for the termination of this Agreement. Upon expiration or termination of this Agreement or upon demand, whichever is earlier, each Party shall immediately return any and all Proprietary Information belonging to any other Party.

8.6 **Dispute Resolution**. Any dispute between the Parties arising hereunder shall be subject to dispute resolution provisions set forth in Article 7 of the Academic Affiliation Agreement.

8.7 **Entire Agreement**. The recitals set forth at the start of this Agreement are hereby incorporated by reference and shall constitute a part hereof as though set forth in the body of this Agreement. This Agreement supersedes all previous contracts or contemporaneous agreements, whether oral or written, and constitutes the entire agreement between the Parties respecting the subject matter of this Agreement. Neither Party shall be entitled to benefits other than those specified. Each Exhibit referenced in this Agreement shall be considered a part hereof as if set forth herein in full. As between the Parties, oral statements or prior or contemporaneous written materials which are not specifically incorporated herein shall not be of any force and effect.

8.8 **Amendment**. This Agreement may be amended by mutual consent by an instrument in writing signed by both Parties, effective as of the date stipulated therein.

8.9 **Assignment**. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns and legal representatives. No Party may assign its rights in this Agreement or delegate its duties under this Agreement to a third-party by any means without first obtaining the prior written consent of the other Party.

8.10 **No Third-Party Beneficiaries**. Except as otherwise set forth in this Agreement, the terms and provisions of this Agreement are intended solely for the benefit of B–UMG and the University and their respective permitted successors or assigns, and it is not the intention of the Parties to confer, and this Agreement shall not confer, third-party beneficiary rights upon any other Person.

8.11 **Third-Party Authorizations**. Each Party shall use its reasonable best efforts to obtain expeditiously all consents, authorizations and other approvals of third parties necessary for the valid execution, delivery and performance of this Agreement by the Party.

8.12 **Severability**. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason and in any respect, and if the rights of any Party under this Agreement will not be materially or adversely affected thereby, (a) such provision shall be fully severable; (b) this Agreement shall be construed and enforced as if the illegal, invalid or unenforceable provision had never comprised a part hereof; (c) the remaining provisions of this

Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance here from; and (d) in lieu of the illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to the illegal, invalid or unenforceable provision as may be possible.

8.13 **Headings; Cross References**. Headings of Articles and Sections in this Agreement are solely for convenience or reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof. Unless indicated otherwise, references in this Agreement to Articles, Sections, and Exhibits are to Articles, Sections, and Exhibits of this Agreement.

8.14 **No Inferences**. Inasmuch as this Agreement is the result of negotiations between sophisticated parties of equal bargaining power represented by counsel, no inference in favor of, or against, any Party shall be drawn from the fact that any portion of this Agreement has been drafted by or on behalf of such Party.

8.15 **Waiver of Terms**. The failure of any Party to insist, in any one or more instances, on performance of any of the terms, covenants and conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or thereunder or of the future performance of any such term, covenant or condition, but the obligations of the Parties with respect thereto shall continue in full force and effect. A waiver by one Party of the performance of any covenant, condition, representation or warranty of the other Party shall not invalidate this Agreement, nor shall such waiver be construed as a waiver of any other covenant, condition, representation or warranty. A waiver by either Party of the time for performing any act shall not constitute a waiver of the time for performing any other act or the time for performing an identical act required to be performed at a later time.

8.16 **Multiple Counterparts**. This Agreement may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument. The facsimile signature of any Party to this Agreement or any document delivered in connection with this Agreement, or a PDF copy of the signature of any Party to this Agreement or any document delivered in connection with this Agreement delivered by electronic mail for purposes of execution or otherwise, is to be considered to have the same binding effect as the delivery of an original signature on an original document.

8.17 **Access of Records and Information**. If and to the extent applicable to this Agreement, the Parties agree to comply with the requirements of Public Law 96-499, Section 952 (Section 1861(v)(1)(I) of the Social Security Act) and regulations promulgated thereunder.

8.18 **Compliance with Law**. The Parties shall comply in all material respects with all applicable Laws (as defined in the Academic Affiliation Agreement) including without limitation, to the extent applicable, (a) the Fraud and Abuse Laws, (b) the ACA, (c) HIPAA, including the electronic data interchange regulations, the health care security regulations, the health care privacy regulations and the breach notification regulations, as of the applicable effective dates for such requirements, (d) Laws related to billing or claims for reimbursement

submitted to any Government Program, and (e) Laws related to fraudulent, abusive or unlawful practices connected in any way with the provision of health care items or services, or the billing for or claims for reimbursement for such items or services provided to a beneficiary of any Government Program or any private payor.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized officers as of the day and year first above written.

BANNER–UNIVERSITY MEDICAL GROUP

By: _____
Name: JASON KRUPP
Title: PRESIDENT AND CEO

THE ARIZONA BOARD OF REGENTS, for and on behalf of **THE UNIVERSITY OF ARIZONA**

By: _____
Name: Gregg Goldman
Title: University Senior Vice President, Business Affairs and Chief Financial Officer

[Signature page to Academic and Clinical Services Agreement]

EXHIBIT A

PROVISIONS OF B–UMG EMPLOYMENT AGREEMENT

1. **University Physician's Duties**. Each University Physician shall provide medical care in his or her medical specialty and perform the duties as set forth in the applicable role summary (to be prepared by B–UMG), as amended from time to time by B–UMG. Each University Physician shall establish regular practice hours and assist in the provision of call coverage for B–UMG, Medical Center – Tucson Campus, and Medical Center – South Campus, and other BH facilities, as applicable for weekends, nights and holidays, as reasonably determined by B–UMG to provide appropriate cross coverage for B–UMG and to ensure appropriate supervision of medical students and residents in accordance with ACGME requirements to maintain accreditation.

2. **Professional Conduct**. Each University Physician shall exercise his or her professional judgment in the provision of patient care services in a manner consistent with sound professional practice and the health care policies and procedures recommended by B–UMG, as they may be reviewed and revised from time to time. Each University Physician shall conduct himself/herself in a professional and cooperative manner and shall refrain from disruptive conduct.

3. **Performance Standards**. Each University Physician shall comply at all times with: (a) the applicable B–UMG Policies and Procedures and the applicable policies, procedures, bylaws, rules and regulations of the hospitals at which such University Physician maintains medical staff membership (including all corporate compliance programs), (b) all applicable accreditation standards, (c) all applicable practice guidelines, practice parameters and protocols adopted by BH and B–UMG, (d) BH's core and leadership behaviors, (e) all laws, rules and regulations applicable to the services provided by such University Physician, and (f) the American Medical Association's Principles of Medical Ethics. Subject to the foregoing and to the expectations set forth in Paragraph 2 above, University Physician will discharge his or her responsibilities under this Agreement in a manner that supports the mission, vision, values, and business interests of B–UMG, the Medical Schools and BH. In furtherance of, and not in limitation of the foregoing provisions of Paragraph 2 and this Paragraph 3, each University Physician shall not engage in conduct as described in (a) through (c) below, which conduct could result in the initiation of a corrective action plan pursuant to Section 3.6.3 of the Academic Affiliation Agreement and in the B–UMG Corrective Action Policy, as amended from time to time:

   (a) Failure of the University Physician to treat patients, clinical staff, and others with compassion, dignity, and respect, including, without limitation, engaging in disrespectful behavior; failure to respond to patient needs; failure to communicate effectively or collaborate with clinical staff and administration; or failure to receive adequate patient satisfaction scores;

   (b) Failure of the University Physician to act with integrity or to deliver quality care and service, including, without limitation, failure to complete accurate and

appropriate billing and coding for clinical services; failure to comply with all applicable compliance and other regulatory requirements; failure to adequately document services; failure to complete medical records in a timely fashion; failure to participate in peer review, morbidity and mortality conferences, utilization management, or appropriate hospital committees; failure to use the electronic medical record effectively or to submit appropriate orders; failure to follow applicable clinical policies; failure to participate in required department meetings; failure to fulfill supervisory obligations satisfactorily; or failure to maintain required specialty Board certification or licensure or to meet continuing medical education requirements; and

(c) Failure of the University Physician to achieve reasonably expected clinical outcomes or to take appropriate steps to address such failures, including, without limitation, failure to respond to performance improvement plans, quality improvement initiatives, or utilization management initiatives; or failure to consistently work with the clinical care team when there are serious service gaps.

4. **Immediate Termination of University Physician**. Each University Physician may be terminated by B–UMG, upon the direction of the Chief Executive Officer of B–UMG, from the future provision of Clinical Effort to B–UMG for the benefit of the patients of B–UMG and other BH facilities upon the occurrence of any of the following events:

(a) The loss, revocation, suspension, or other material restriction of University Physician's license to practice medicine in the State, or the revocation, suspension or restriction of University Physician's DEA registration;

(b) The loss or revocation of University Physician's faculty appointment with the COM-P and/or COM-T;

(c) The resignation or the involuntary loss or restriction of University Physician's medical staff membership and/or clinical privileges at any academic medical center or other health care facility for which such membership and/or clinical privileges are required by B–UMG;

(d) A recommendation by B–UMG's Quality Committee (as defined in Paragraph 5 below) that University Physician's right to provide clinical services to patients of B–UMG or any BH facility be terminated;

(e) A request by B–UMG's Quality Committee or by any peer review/quality assurance committee of any medical staff on which University Physician maintains membership that University Physician voluntarily refrain from the performance of one of more procedures or from the exercise of any clinical privileges;

(f) A recommendation by B–UMG's Quality Committee or any peer review/quality assurance committee of any medical staff on which University Physician maintains membership that University Physician's membership on such medical staff or University Physician's ability to practice one or more procedures or to

exercise clinical privileges be denied, restricted, suspended, revoked or otherwise limited;

(g) A recommendation by any medical staff that University Physician's request for appointment or reappointment to such medical staff be denied;

(h) The conviction of University Physician for a crime involving moral turpitude, or the indictment of University Physician for a felony or a crime involving the delivery of, or the billing or payment for, health care items or services;

(i) A finding by a court of competent jurisdiction or licensing board that University Physician has committed unethical or unprofessional conduct, or fraud or dishonesty, in the rendering of professional services;

(j) Exclusion of University Physician from participation in any federally funded healthcare program, including Medicare and AHCCCS, or if University Physician opts out of participation in any such program;

(k) Any maliciously false, abusive, threatening or unlawful statement made publicly or to unaffiliated health care providers by University Physician regarding the University, B–UMG or BH or any of their respective officers or leadership; provided, however, that this provision does not apply to statements made in good faith in peer review proceedings or quality assurance activities, to statements concerning alleged improper or illegal activity made to government and other regulatory authorities, or to statements otherwise protected by the University, B–UMG or BH policy;

(l) Commission by University Physician of any acts of material insubordination, dishonesty, fraud, misrepresentation, disruptive behavior, gross misconduct or moral turpitude that materially and adversely impair the effective performance of the University's or University Physician's duties as required by the Academic Affiliation Agreement or the Academic and Clinical Services Agreement to which this **Exhibit A** is attached, as applicable, or jeopardize patient care or safety; or

(m) Failure by University Physician to disclose any of the events, or to provide any of the notices or documentation required by Paragraph 5 below.

5. **Notice of Acts of Omissions by University Physician**.

(a) Each University Physician shall immediately notify B–UMG of any act or omission by University Physician, whether alleged or actual, justified or unjustified, that could result in claims of legal liability. University Physician shall also promptly notify B–UMG of any disciplinary proceedings involving University Physician that have been, or may be, recommended, taken or filed by any regulatory body, licensing board or health plan, and of any malpractice actions threatened or filed against University Physician, including claims based on alleged acts or omissions by University Physician prior to employment by B–UMG, and shall provide B–UMG with all correspondence and other documentation related to such disciplinary proceedings and malpractice actions.

University Physician shall also provide B–UMG with all correspondence and other documentation received by University Physician in connection with the Medicare Provider Enrollment, Chain, and Ownership System (PECOS).

(b) Each University Physician shall immediately notify B–UMG of the occurrence of any of the events set forth in Paragraph 4(a) through (j) above. Any notification of events related to any peer review/quality assurance committee of any medical staff on which University Physician maintains membership will be shared with the peer review/quality assurance committee of B–UMG (the "**B–UMG Quality Committee**").

(c) Each University Physician shall immediately notify B–UMG Quality Committee of any recommendation made, or any action taken by, any peer review/quality assurance committee of any medical staff or health plan on which University Physician maintains membership concerning University Physician's professional conduct and/or quality of care, including any of the following: (i) any recommendation that University Physician be examined or evaluated because of any health concern, including substance abuse, (ii) any recommendation that University Physician enter into a stipulated agreement regarding University Physician's professional conduct or quality of care, (iii) any recommendation that University Physician's quality of care be subject to focused review or outside evaluation, or (iv) any recommendation that University Physician's privileges, membership or contract with such health plan be reduced or terminated. University Physician will provide B–UMG Quality Committee with all correspondence and other documentation related to any such recommendation or action, including the results of any health evaluation or substance abuse test required by such peer review/quality assurance committee.

6. **Reporting and Evaluation**. For clinical activities, each University Physician will report to his/her Section Chief and/or Department Chairman, as applicable, and ultimately to the B–UMG Chief Executive Officer.

7. **Confidential Information**. During and after the term of the Academic and Clinical Services Agreement to which this **Exhibit A** is attached, each University Physician shall keep all Confidential Information (as defined below) secret and may not use Confidential Information for any purpose other than his or her performance for B–UMG, including performance of assigned Academic Effort. University Physician shall not disclose Confidential Information to anyone outside B–UMG, the University or BH except: (a) as required by court order or process after B–UMG has been afforded reasonable opportunity to contest such order or process; (b) to the extent the information already is in the public domain other than through wrongful disclosure by University Physician; or (c) upon the express prior written consent of B–UMG. The "Confidential Information" to which this Paragraph 7 applies includes, without limitation, all trade secrets, patient lists, pricing policies, operational methods, marketing plans or strategies, product development techniques or plans, business acquisition plans, clinic development plans, marketing plans, new personnel acquisition plans, administrative and clinical policies, procedures, manuals, protocols and reports, and other business intelligence relating to the operations of B–UMG, the University or BH.

8. **Record Keeping, Billing and Assignment**. Each University Physician shall keep timely, legible, accurate and complete records of all medical services performed or supervised by University Physician, in accordance with sound medical practice and all applicable B–UMG policies and requirements. Each University Physician shall provide B–UMG with adequate and timely information necessary for accurate billing for all services provided by University Physician. Without limiting the generality of the foregoing, each University Physician shall maintain all records necessary for the submission of claims by a teaching physician whenever residents or medical students are involved in the care of University Physician's patients under all applicable rules and regulations. Each University Physician shall sign all forms and provide all substantiation required for submission of bills to third-party payors, and will cooperate in all other matters necessary to obtain timely payment. Each University Physician shall reassign to B–UMG, as necessary for billing purposes, University Physician's rights to payment for clinical services. Each Physician shall authorize B–UMG to accept, on University Physician's behalf, any assignment made by any person who receives treatment from University Physician for unpaid charges and to receive, on behalf of University Physician, any payments that may be made pursuant to such assignment.

9. **Use of Information Technology**. Each University Physician shall appropriately utilize electronic medical record systems of B–UMG and BH facilities in order to improve patient safety, support the care and treatment of patients, and assist in enhancing the quality of care delivered to patients. Each University Physician shall use his or her best efforts to meet all applicable targets for utilization of such systems as may be established by B–UMG or the Banner Health Care Management Council.

10. **Participation in Electronic Health Record Meaningful Use Program**. Each University Physician shall take such steps as are reasonably requested in order for B–UMG to realize, to the greatest extent possible, the benefits of the electronic health record meaningful use program, created by the American Recovery and Reinvestment Act of 2009 (the "**EHR Meaningful Use Program**"), including, but not limited to, participating in the EHR Meaningful Use Program as an Eligible Professional (as defined in 42 CFR §495.100 or §495.302, as applicable), using certified electronic health record technology, and providing such truthful attestations of adoption, implementation, upgrading and meaningful use of such technology as requested or required by B–UMG or any federal or state authority. Each University Physician shall reassign to B–UMG the right to receive any payments made in connection with his or her participation as an Eligible Professional in the EHR Meaningful Use Program.

11. **No Adverse Expert Testimony**. Unless authorized by the BH System Vice President of Business Health or the BH General Counsel, each University Physician shall not act as an expert witness on behalf of any party in any proceeding in which the University, B–UMG, BH, University of Arizona Health Network, University Medical Center Corporation, Phoenix Children's Hospital, or any affiliate, employee or agent of any of them, is or may reasonably be expected to be a party. Notwithstanding the foregoing, University Physician may testify in any such proceeding if involuntarily compelled to do so, or if University Physician has a legal position adverse to such entities. Each University Physician shall notify B–UMG immediately upon receipt of any subpoena or order seeking his or her testimony in any such proceeding.

Exhibit 9

MEDICAL MALPRACTICE RISK ALLOCATION AGREEMENT

This Agreement is entered into and shall be effective this 1st day of July, 1996 ("Effective Date"), by and between the State of Arizona Department of Administration Risk Management Section, the Office of Attorney General, State of Arizona, and University Physicians, Inc. (collectively, the "Parties").

RECITALS

1. The University of Arizona ("UA") operates the University of Arizona College of Medicine. The UA is governed by the Arizona Board of Regents ("Board of Regents"). Part of the mission of UA, through the College of Medicine, is to provide and further medical education and training. In furtherance of this mission, the Board of Regents employs physicians as members of the UA faculty. UA also sponsors a residency program and employs resident physicians as part of this program ("UA Residents"). Throughout this Agreement, "UA" shall include the University of Arizona, the University of Arizona College of Medicine and the Board of Regents, and any obligation or consent of one shall be binding upon the others.

2. University Physicians, Inc. ("UPI") is a nonprofit, tax-exempt corporation formed as a faculty practice plan. One of UPI's functions is to support the educational mission of UA. UPI employs physicians who are also employed by UA as faculty members.

3. In furtherance of the respective missions of UA and UPI, physicians employed by both UA and UPI ("Attending Physicians"), as well as UA Residents acting under the supervision of the Attending Physicians, provide health care services to patients. From time to time, this activity gives rise to medical malpractice claims against UA, the State of Arizona, the Board of Regents, UPI, Attending Physicians and UA Residents.

4. Pursuant to A.R.S. § 41-621 *et seq.*, the State of Arizona Department of Administration Risk Management Section ("State Risk Management") is responsible for providing and managing insurance coverage against loss for UA and its employees for medical malpractice claims incurred in the course and scope of employment by UA. The Office of the Attorney General, State of Arizona ("Attorney General") provides legal defense to State of Arizona employees pursuant to the provisions of A.R.S. § 41-621 *et seq.*

5. Since July 1, 1993, UPI has established a program of insurance for the defense of and handling of medical malpractice claims against UPI and its employees.

6. The Parties to this Agreement, UPI, State Risk Management, and the Attorney General, with the consent and approval of UA, wish to provide a mechanism for the coordinated defense and allocation of costs relating to medical malpractice claims and resulting liability arising out of the health care service activities within the scope of employment of Attending Physicians, and medical malpractice claims and resulting liability arising out of the health care service activities within the scope of employment of UA Residents acting under the supervision of Attending Physicians. For the purposes of this Agreement, "scope of employment of Attending Physicians" means activity within the course and scope of the joint employment of Attending Physicians by UPI and UA and "scope of employment of UA Residents" means activities within the course and scope of the employment of UA Residents by UA. The Parties and UA further wish to resolve their long standing disputes regarding the extent to which, if any, State Risk Management or UPI is responsible for the expense or indemnification of such claims or liabilities. Nothing in this Agreement shall be construed as an admission, concession, or consent by UPI, State Risk Management, the Attorney General or UA to any specific determination of legal liability for these claims and liabilities.

THEREFORE, the Parties agree as follows:

1. CLAIMS ALLOCATION PROGRAM.

1.1 Financial Allocation. State Risk Management and UPI shall allocate between themselves the full cost ("Costs") of all medical malpractice claims and resulting liability defined under Section 1.2 below. Costs shall be determined as set forth in Section 2. UPI shall be responsible for payment of 80% of all such Costs ("UPI Allocation") and State Risk Management shall be responsible for 20% of all such Costs ("State Risk Management Allocation").

1.2 Covered Claims. This Agreement shall apply to all medical malpractice claims and resulting liability against UA, the State of Arizona, the Board of Regents, UPI, Attending Physicians or UA Residents arising out of health care services provided within the course and scope of employment of Attending Physicians and all medical malpractice claims and resulting liability against UA, the State of Arizona, the Board of Regents, UPI, Attending Physicians or UA Residents arising out of health care services provided by UA Residents within the course and scope of employment of the UA Resident and under the supervision of these Attending Physicians ("Covered Claims"); provided that such Covered Claims:

(1) arise out of acts or omissions occurring after July 1, 1993 and before the effective date of termination of this Agreement; and

(a) are reported or otherwise known to the parties to this Agreement, but not settled or reduced to judgment as of the Effective Date of this Agreement, and are set forth on Attachment A to this Agreement (subject to such reservations of rights or claims as expressly stated on Attachment A); or

(b) are not reported in writing to the Risk Management Committee as of the effective date of this Agreement, but are reported in writing to the Risk Management

Committee before the effective date of termination of this Agreement.

1.3 Primary Coverage. State Risk Management and UPI shall fund Costs up to one million two hundred and fifty thousand dollars ($1,250,000.00) for any individual Covered Claim as follows, subject to the self-insured aggregate limits set forth in Section 1.5:

(a) *UPI.* UPI shall fund its allocated share of Costs relating to any individual Covered Claim up to a maximum of one million dollars ($1,000,000.00) through Caduceus, UPI's offshore insurance captive organization or similar self funded mechanism.

(b) *State Risk Management.* State Risk Management shall fund its allocated share of Costs relating to any individual Covered Claim up to a maximum of two hundred fifty thousand dollars ($250,000.00) through funds appropriated by the State of Arizona or otherwise available to State Risk Management for such purpose.

(c) *UPI Obligations Relating to Primary Coverage.* For the term of this Agreement, UPI shall:

(i) provide State Risk Management with annual audited financial statements for Caduceus, such statements to be provided on or before October 31 following the end of the UPI fiscal years ending June 30, 1996; June 30, 1997; and June 30, 1998;

(ii) provide State Risk Management with monthly financial statements for Caduceus within thirty (30) days of the end of each month and a quarterly management letter from UPI;

(iii) maintain unencumbered capital of one million dollars ($1,000,000.00) on behalf of Caduceus; and

(iv) record estimated liabilities for Caduceus based upon annual actuarial reports at a 90% confidence level.

1.4 Excess Coverage. UPI and State Risk Management jointly shall secure Excess Coverage for any individual Covered Claim, including Defense Costs, in excess of one million two hundred and fifty thousand dollars ($1,250,000.00), with aggregate limits for Excess Coverage of up to sixty million dollars ($60,000,000.00), as recommended by the Insurance Committee established under Section 1.7; provided, however, that the Excess Coverage arrangement for the parties shall be subject to approval by UPI, such approval not to be unreasonably withheld.

1.5 Self-Insured Aggregate Limit of Liability. The self-insured obligations of UPI and State Risk Management shall be subject to an aggregate limit of liability for all Covered Claims, including Defense Costs, during any single coverage year under this Agreement of seven million five hundred thousand dollars ($7,500,000.00). The Excess Coverage secured under Section 1.4 shall provide coverage for Covered Claims exceeding these limits, subject to the limits on Excess Coverage set forth in Section 1.4.

1.6 Changes in Limits of Liability. After consultation with the Insurance Committee, UPI and State Risk Management may jointly change the limits of liability for coverages set forth in Sections 1.3, 1.4 and 1.5 above; provided, however, that such changes in limits of liability shall be subject to approval by both UPI and State Risk Management, such approval not to be unreasonably withheld. Minimum limits of liability for coverages shall comply with the requirements of the Medical Services Plan of 1985 between UPI and the Board of Regents, or any successor agreement. Such changes may include, but not be limited to, increased limits of liability for Primary Coverage for UPI or State Risk Management. Any such change shall be effective on the first day of any coverage year under this Agreement. The dollar limits set forth in Sections 1.3, 1.4 and 1.5 shall

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automatically be adjusted to reflect the new limits of liability and coverage responsibilities pursuant to State Risk Management Allocation and UPI Allocation.

1.7 Insurance Committee. State Risk Management and UPI shall establish an Insurance Committee to provide a forum for the discussion and consideration of and recommendations regarding the establishment of Primary and Excess Coverage set forth under this Agreement. The Insurance Committee shall be composed of (a) three UPI representatives; (b) two State Risk Management representatives; and (c) two community representatives mutually agreed to by UPI and State Risk Management with expertise in medical malpractice coverage and who are not affiliated by employment or otherwise with the Parties to this Agreement. UPI and State Risk Management shall each be responsible for one-half of the reasonable costs related to the participation of such community representatives on the Insurance Committee.

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2. ASSESSMENT AND REIMBURSEMENT OF COSTS.

2.1 Costs Subject to Allocation. Costs subject to allocation under this Agreement shall include:

2.1.1 Defense Costs. Legal fees and costs incurred by attorneys appointed to provide legal services relating to Covered Claims, the cost of consultants and experts secured for the purposes of assessing and defending Covered Claims, court fees, transcription costs and all other reasonable expenses relating to the assessment and defense of Covered Claims.

2.1.2 Settlements and Judgments. The amount of any and all Settlements and Judgments incurred as a result of Covered Claims, not covered by Excess Coverage under Section 1.4.

2.1.3 Insurance Costs. The cost of any Excess Coverage purchased from third-party carriers pursuant to Section 1.4 for the joint coverage of State Risk Management and UPI.

2.2 Costs Relating to Claims Administration and Risk Management. UPI shall be solely responsible for the costs UPI incurs in operating and managing the Claims Administration and Risk Management program set forth in Section 3. State Risk Management shall be solely responsible for the costs State Risk Management, or any entity represented by State Risk Management, incurs in participating in the Claims Administration and Risk Management program set forth in Section 3.

2.3 Determination and Payment of Costs.

2.3.1 Defense Costs.

(a) *Payment.* Upon receipt of invoices from third parties for Defense Costs, and subject to the audit procedures of Section 2.3.1(b), UPI shall forward to State Risk Management all such invoices and a statement setting forth the State Risk Management Allocation for such Defense Costs. UPI and State Risk Management shall pay third parties directly for their respective Allocations for Defense Costs within thirty (30) days of receipt by State Risk Management of the invoice and statement. UPI and State Risk Management shall provide each other with notice of their payment.

(b) *Audit.* UPI and the Attorney General, in consultation with the Risk Management Committee, shall establish the guidelines for defense counsel and case management pursuant to the provisions of Section 3, including, but not limited to, requirements relating to allowable Defense Costs. UPI shall establish, in consultation with State Risk Management, a procedure for auditing Defense Costs for compliance with these guidelines ("Audit Procedures"). UPI shall audit Defense Costs in accord with the Auditing Procedures before forwarding to State Risk Management invoices from third parties for Defense Costs. State Risk Management may independently audit Defense Costs, but no

such audit by State Risk Management shall relieve State Risk Management or UPI of their obligation to make prompt payment of Defense Costs pursuant to Section 2.3.1, absent their mutual agreement to withhold payment.

2.3.2 Settlement and Judgment Costs.

(a) Subject to the procedures for Settlement under Section 3.5, as applicable, if the State Risk Management Allocation for a Settlement or Judgment does not require approval by the Joint Legislative Budget Committee ("JLBC") pursuant to A.R.S. § 41-621 and related rules, UPI shall make full payment for such Settlement or Judgment to the appropriate party under the terms of the Settlement or Judgment and promptly shall provide State Risk Management with a statement of such Settlement or Judgment setting forth the State Risk Management Allocation for such Settlement or Judgment. State Risk Management shall pay UPI for the State Risk Management Allocation for such Settlement or Judgment within thirty (30) days of receipt of the statement. Payments made after thirty (30) days shall be subject to interest at the rate for interest on judgments against the State provided for in A.R.S. Sec. 41-622 (F).

(b) Subject to the procedures for Settlement under Section 3.5, as applicable, if the State Risk Management Allocation for a Settlement or Judgment requires approval by the JLBC subject to A.R.S. § 41-621(N) and related rules, State Risk Management shall be responsible to directly pay the State Risk Management Allocation to the appropriate party under the terms of the Settlement or Judgment, and UPI shall be responsible to directly pay the UPI Allocation to the appropriate party under the terms of the Settlement or Judgment, promptly upon receipt of JLBC approval of the State Risk Management Allocation for the Settlement or Judgment.

2.3.3 Excess Coverage. UPI shall make payment for Excess Coverage, as required by Excess Coverage carriers, subject to reimbursement by State Risk Management. Upon any payment for Excess Coverage, UPI shall promptly forward to State Risk Management a statement setting forth the State Risk Management Allocation for the

applicable Excess Coverage payment. State Risk Management shall reimburse UPI for the State Risk Management Allocation for such Excess Coverage payment within thirty (30) days of receipt of such statement by State Risk management. Payments to UPI made after thirty (30) days shall be subject to interest at the rate provided for interest on judgments against the State provided in A.R.S. Sec. 41-622 (F).

2.3.4 Separate Liability for Covered Costs; Indemnification Relating to Third Party Claims for Costs. Notwithstanding any provisions in this Agreement for advance payments by UPI of Covered Costs, UPI and State Risk Management shall be solely and separately liable for payment of their respective Allocations for all Covered Costs. UPI shall indemnify and hold harmless State Risk Management, its employees and agents, from any claims, lawsuits, losses, liability costs, and attorneys fees, arising from UPI's failure to timely and fully pay the UPI Allocation of Covered Costs. State Risk Management shall indemnify and hold harmless UPI, its employees and agents, from any claims, lawsuits, losses, liability costs, and attorneys fees, arising from State Risk Management's failure to timely and fully pay the State Risk Management Allocation of Covered Costs.

3. *CLAIMS ADMINISTRATION AND RISK MANAGEMENT PROGRAM.*

In partial consideration of its share of Allocated Costs, UPI shall operate a Claims Administration and Risk Management Program for Covered Claims, shall be responsible for the day-to-day operation of such programs, and shall have representation on applicable committees and authority in Claims Administration and Risk Management activities commensurate with its assumption of the UPI Allocated Costs. State Risk Management, UA and the Attorney General shall participate in these activities as set forth below.

3.1 Risk Management Committee. UPI shall operate a joint Risk Management Committee that shall meet regularly for the purpose of identifying and resolving issues relating to risk management services for UPI and UA activities in the

provision of health care services, the handling and defense of Covered Claims, the appointment of defense counsel as set forth in Section 3.4, the identification and resolution of related issues that may give rise to Covered Claims and loss prevention activities. The Risk Management Committee shall include representatives of UPI, as determined by UPI, and representatives from University Medical Center ("UMC"), as determined by UMC. State Risk Management shall appoint up to two (2) representatives to serve as members of this Risk Management Committee and to regularly participate with the Committee in its activities. In addition, UA shall appoint one (1) representative to participate with the Committee in its activities.

Who is on this Committee

3.2 Joint Claims Committee. UPI shall operate a Joint Claims Committee which shall meet regularly for the purpose of reviewing Covered Claims and determining the appropriate disposition of such Covered Claims, including decisions relating to the defense, settlement and litigation of Covered Claims, subject to the provisions of this Section 3. The Joint Claims Committee shall limit its activities to Covered Claims presenting potential liability exposure in excess of $25,000.00. The Joint Claims Committee shall include up to six (6) UPI representatives and up to six (6) UMC representatives. The Committee shall also include one (1) representative appointed by State Risk Management, one (1) representative appointed by the Attorney General and one (1) representative appointed by UA. Each UPI, UMC and State Risk Management representative shall have a single vote on matters coming before the Committee; all other representatives shall participate in Committee activities without vote.

Who is on this Committee

3.3 Claims Administration and Risk Management Procedures. UPI shall establish procedures, in conjunction with the Risk Management Committee and Joint Claims Committees for the handling of Covered Claims, including, but not limited to, routine risk management activities, loss prevention activities, the review and investigation of Covered Claims, the appointment of defense counsel, the process for securing ongoing reports and assessments from defense counsel, the securing of expert witnesses and consultants and related defense requirements; provided, however, that any such procedures shall be consistent with the provisions of this Agreement.

3.4 Appointment of Counsel. The parties establish the following procedures for the appointment of counsel pursuant to the provisions of A.R.S. § 41-621(M).

3.4.1 Guidelines for Defense Counsel and Case Management. UPI and the Attorney General, in consultation with the Risk Management Committee, shall establish written guidelines for defense counsel and case management. Defense counsel shall be required to comply with these guidelines.

3.4.2 Process for Appointment of Counsel.

(a) On an annual basis, the Attorney General will solicit bids and enter into contracts pursuant to the applicable provisions of the Arizona Procurement Code, A.R.S. § 41-2501 *et seq.*, with defense counsel who will then be eligible to defend medical malpractice cases pursuant to A.R.S. § 41-621(M). Before soliciting such bids, the Attorney General and UPI shall confer regarding the anticipated need for defense counsel for Covered Claims in the next year.

(b) The Risk Management Committee shall review Covered Claims to determine whether the appointment of defense counsel is appropriate and make recommendations for defense counsel. The Risk Management Committee recommendation for counsel for a Covered Claim shall be subject to the following rotation. This rotation shall not apply to Covered Claims subject to Section 3.4.3 except as expressly otherwise provided.

(i) For four consecutive Covered Claims, UPI, upon consideration of the Risk Management Committee's recommendation, shall designate defense counsel; provided, however, that such designation shall be subject to the Attorney General's approval, such approval not to be unreasonably withheld.

(ii) For every fifth Covered Claim, UPI shall advise the Attorney General of the Covered Claim and the Risk Management Committee's recommendation of defense counsel and the Attorney General shall designate defense counsel; provided, however, that such designation shall be subject to UPI approval, such approval not to be unreasonably withheld.

(iii) UPI and the Attorney General shall cooperate to promptly appoint the defense counsel designated pursuant to these provisions.

3.4.3 Conflicts of Interest.

a. The Parties recognize that the purpose of this Agreement is to standardize financial risks of these entities with respect to Covered Claims and that consolidation of defense is in their best interests. For these reasons, the Parties waive any conflict of interest due to the financial allocation of Costs.

b. When a dispositive motion is appropriate to dismiss an individual defendant, the assigned Defense Counsel shall do this at the earliest possible opportunity.

c. The Defense Counsel will determine if his or her representation of any individual defendant would be materially limited by that lawyer's responsibilities to another named defendant or to a third person, or the lawyer's own interests. If Defense Counsel determines that the representation would be materially limited, Defense Counsel will not continue to represent the individual defense unless:

(i) the Defense Counsel reasonably believes the representation will not be adversely affected; and

(ii) the individual defendants consent after consultation. When representation of multiple clients in a single matter is undertaken, the

consultation shall include explanation of the implications of the common representation and the advantages and risks involved.

If the Defense Counsel or an individual defendant does not consent to continued joint representation, separate Defense Counsel shall be appointed pursuant to Section 3.4.2(b) and the additional Defense Costs apportioned in the manner designated by this Agreement.

(d) If either UPI or the Attorney General believes that a conflict of interest exists in representing multiple defendants, but the assigned Defense Counsel and the individual defendants have consented to joint representation, UPI or the Attorney General may assert the conflict of interest, after consultation with the Risk Management Committee, assigned Defense Counsel and the individual defendant involved, but only under the following conditions:

(i) If UPI asserts the conflict on behalf of an Attending Physician, then UPI shall designate separate Defense Counsel for the Attending Physician and the Defense Costs incurred by such Defense Counsel will be paid by UPI, and not pursuant to the Allocation set forth in this Agreement.

(ii) If the Attorney General asserts the conflict on behalf of a Resident, then the Attorney General shall designate separate Defense Counsel for the Resident and the Defense Costs incurred by such Defense Counsel will be paid by the State Risk Management, and not pursuant to the Allocation set forth in this Agreement.

(iii) The indemnification provisions of Section 2.3.4 shall apply to the separate payment of Defense Counsel required by these provisions related to conflict of interest.

e. Should more than one Defense Counsel be assigned to a Covered Claim, all efforts will be made to manage the Covered Claim in such a manner as to minimize the conflict. This could include the sharing of experts if possible, a joint defense agreement between the parties so that appropriate information may be shared, and other appropriate cost saving measures.

f. All provisions of this Agreement will apply to a conflict claim including the financial split, the Risk Management Committee functions, the day-to-day claims management, and the Claims Committee functions, except for the separate payment of Defense Counsel provided for in section 3.4.3(d).

3.5 Settlement of Claims.

3.5.1 Case Summary and Settlement Proposal. The Attorney General and UPI, in conjunction with the Joint Claims Committee, shall determine the format for case summary and Settlement recommendations and the timeframes within which Defense Counsel must submit a case summary and Settlement recommendation to the Joint Claims Committee for consideration.

3.5.2 The Joint Claims Committee shall evaluate each case summary and Settlement recommendation and shall make a recommendation regarding settlement of the entire Covered Claim to UPI, State Risk Management, the Attorney General, and the JLBC, as appropriate and required pursuant to A.R.S. § 41-621(N) and Rule 14, or any successor Rule, as set forth in Attachment B to this Agreement.

(a) UPI, State Risk Management and the Attorney General will make all reasonable efforts to act upon any Joint Claims Committee recommendation and advise UPI of approval or disapproval of the State Risk Management Allocation for the proposed Settlement within fourteen (14) days from the date of receipt of the Joint Claims Committee recommendation.

(b) If UPI, State Risk Management, the Attorney General and JLBC, as applicable, do not approve the Joint Claims Committee recommendation or otherwise do not agree on a Settlement recommendation for a Covered Claim, representatives of the three Parties and JLBC, as appropriate, and Defense Counsel shall promptly confer to discuss the differences in their recommendations. If the dispute regarding the appropriate amount of Settlement authority cannot be resolved, the Joint Claims Committee shall be deemed to have authority, subject to JLBC approval if appropriate, to settle the Covered Claim at the lowest Settlement authority approved by all four entities. If the difference in Settlement authority recommended by the Joint Claims Committee, UPI, State Risk Management, the Attorney General or JLBC varies by more than 25% of the highest Settlement authority approved, the Party approving the highest amount in Settlement authority may irrevocably tender its Allocation under its Settlement recommendation to the other appropriate Party or Parties, and the Party or Parties receiving the tendered Allocation will then be responsible for the full amount of any subsequent Settlement or Judgment not covered by Excess Coverage, without Allocation of Settlement as otherwise provided by this Agreement. This Section 3.5.2(b) shall have no effect on the Allocation of Defense Costs as otherwise provided in this Agreement. All Parties shall continue to cooperate in the defense of the case and with Excess Coverage carriers, if necessary.

(c) If approval by the JLBC is required pursuant to A.R.S. § 41-621(N), the Joint Claims Committee, UPI, State Risk Management, and the Attorney General shall work cooperatively to secure such approval as promptly at possible. If approval by JLBC is required for any Covered Claim, the Joint Claims Committee, subject to the procedures set forth in Section 3.5.2(c), may only settle Covered Claims subject to JLBC approval.

(d) The Joint Claims Committee, UPI, State Risk Management and the Attorney General shall make all reasonable efforts to expedite the process for Covered Case Settlements as may be necessary.

(e) Disputes between the Parties regarding the Settlement of Covered Claims shall be resolved pursuant to this Section 3.5.2 and shall not be subject to the Alternative Dispute Resolution provisions of this Agreement.

3.6 Evaluation of Claims Administration and Risk Management Concerns; Termination. The Parties agree that the handling of the appointment of Defense Counsel, the claims management and Settlement process and the handling of potential conflicts of interest are essential to the successful continuation of this Agreement. Therefore, any Party may request, on or after March 1 of any year under this Agreement, that the Parties meet to discuss any potential concerns or problems with these issues. The Parties will meet in good faith to resolve concerns relating to these issues. Notwithstanding any other provisions of this Agreement regarding term or termination, in the event that any Party believes that the concerns regarding the handling of appointment of Defense Counsel, claims management and Settlement process and the handling of potential conflicts of interest have not been adequately resolved, that Party may terminate this Agreement upon providing written notice to all other Parties on or before May 31 of any year under this Agreement, and the termination will be effective as of 11:59 p.m. June 30 of the year in which notice was given. Upon such termination, UPI and State Risk Management shall be subject to the provisions of Section 6.3 regarding Obligations in the Event of Termination.

4. HEALTH CARE QUALITY IMPROVEMENT ACT/PHYSICIAN DATA BANK REPORTING REQUIREMENTS.

UPI and State Risk Management shall make reports to the National Practitioner Data Bank as required pursuant to 42 U.S.C. § 11101 *et seq.* The Parties to this Agreement recognize that Attending Physicians have certain responsibilities for the supervision and oversight of clinical care provided by Residents and accordingly, to the extent permitted by law, reports to the National Practitioner's Data Bank shall reflect this. In the event that there is any dispute between the Parties to this Agreement or the individual defendants involved in a Covered Claim, as to the appropriate nature of the report to be filed by either UPI or State Risk Management with the National Practitioner

Data Bank, the dispute shall be promptly submitted to physician or expert consultant designated by the Joint Claims Committee for the purpose of recommending the allocation of responsibility to be reflected in the relevant report to the National Practitioner Data Bank. The physician or expert consultant shall not be a UPI employee. Representatives of UPI and State Risk Management will meet to confer regarding the consultant's report and recommendation and their obligations pursuant to 42 U.S.C. § 11101 *et seq.*

5. UPI ADMINISTRATIVE FEE.

As part of the consideration to participate under this Agreement, the annual administrative fee paid by UPI to the University of Arizona on behalf of UA shall be 4.25% of UPI's responsibility for physician payroll for each year during the term of this Agreement.

6. TERM AND TERMINATION.

6.1 Term. This Agreement shall be effective July 1, 1996, and shall be for a term of three (3) years unless otherwise terminated pursuant to this Agreement pursuant to Section 3.6, this Section 6 or Section 9.4. At the end of the initial three (3) year term, this Agreement may be renewed, with the consent of all parties for additional one year terms.

6.2 Termination for Cause. UPI or State Risk Management, on behalf of itself or the Attorney General, may terminate this Agreement upon default by the other Party of the material terms and conditions of this Agreement. UPI or State Risk Management shall provide sixty (60) days advance written notice of its intent to terminate and such notice shall include a summary of the default; the Agreement shall so terminate unless the defaulting Party cures the stated default with thirty (30) days following receipt of the notice.

6.3 Obligations in the Event of Termination.

(a) Reported Covered Claims. If this Agreement terminates, for any reason, including, but not limited to expiration of the term of this Agreement, all Covered Claims reported in writing to the Risk Management Committee as of the effective date of termination of this Agreement shall be handled, and all Costs relating to such Covered Claims shall be allocated, pursuant to the terms and conditions of this Agreement. The Parties to this Agreement shall remain bound by the terms and conditions of this Agreement pending final resolution and payment of all Costs relating to such Covered Claims.

(b) Tail Coverage. If this Agreement terminates for any reason, including, but not limited to the expiration of the term of this Agreement, UPI and State Risk Management will promptly meet to decide whether to secure an extended reporting endorsement or "tail coverage" for the coverage of Covered Claims that arise out of acts or omissions occurring after July 1, 1993, and before the effective date of termination of this Agreement, but are not reported in writing to the Risk Management Committee as of the effective date of termination of the Agreement, and the terms and conditions of such tail coverage.

7. DISPUTE RESOLUTION.

7.1 Alternative Dispute Resolution.

This Alternative Dispute Resolution process set forth in this Section 7 shall apply to any controversy, claim or dispute between the Parties arising out of or relating to this Agreement, except as otherwise expressly provided in this Agreement.

7.1.1 Negotiations. UPI and State Risk Management, as well as the Attorney General, will attempt in good faith to resolve any controversy, claim or dispute arising out of or relating to this Agreement promptly by negotiations between representatives of the Parties. If a controversy, claim or dispute should arise, the Parties' designated representatives will meet at least once and will attempt to resolve the matter.

Any of these designated representatives may request the other affected Parties to meet within fourteen days, at a mutually agreed time and place.

If the matter has not been resolved within thirty days of the meeting of the representatives, the Parties will attempt in good faith to resolve the controversy or claim by mediation in accordance with the Center for Public Resources Model Procedure for Mediation of Business Disputes.

7.1.2 Arbitration Procedures. If the dispute cannot be settled by mediation, the controversy or dispute will be submitted to arbitration in Tucson, Arizona, and for this purpose the Party expressly consents to arbitration in such place. If the Parties cannot mutually agree upon an arbitrator to settle their dispute or controversy, UPI and State Risk Management will select one arbitrator and the two so selected will select a third arbitrator. The decision of the majority of the arbitrators will be binding upon all Parties for all purposes, and judgment to enforce any such binding decision may be entered in Superior Court, Pima County, Arizona. For this purpose each Party expressly and irrevocably consents to the jurisdiction of that court. If either UPI or State Risk Management fails to select an arbitrator within fifteen (15) days after written demand from the other to do so, or if the two arbitrators selected fail to select a third arbitrator within fifteen (15) days after the last of such selected arbitrators is appointed, then the then Presiding Civil Judge of the Pima County Superior Court will select such other arbitrator(s) or at the election of the UPI or State Risk Management, such other arbitrator(s) will be selected pursuant to the then-existing rules and regulations of the American Arbitration Association governing commercial transactions. At the request of either UPI or State Risk Management, arbitration proceedings will be conducted in the utmost secrecy, except to the extent otherwise required by law. In such case, all documents, testimony and records shall be received, heard and maintained by the arbitrator(s) in secrecy, available for inspection only by the Parties and by their attorneys and experts who shall agree, in advance and in writing, to receive all such information in secrecy. In all other respects, the arbitrator(s) will conduct all proceedings pursuant to the Uniform Arbitration Act as adopted in the State of Arizona. The arbitrator(s) will apply Arizona law

and follow the rule of law. The Parties further agree to divide the costs of any such arbitration equally.

7.1.3 Injunctive Relief. Except as otherwise expressly provided in this Agreement, the procedures specified in this Section 7 will be the sole and exclusive procedures for the resolution of disputes between the Parties arising out of or relating to this Agreement; provided, however, that a Party may seek a preliminary injunction or other preliminary judicial relief or interim equitable relief if in its judgment such action is necessary to avoid irreparable damage. Despite such action, the Parties will continue to participate in good faith in the procedures specified in this Section. All applicable statutes of limitation will be tolled for ninety (90) days while the procedures specified in this Section are pending. The Parties will take such action, if any, required to effectuate such tolling.

7.2 Attorney's Fees. Any Party to dispute resolution pursuant to this Section 7 shall be responsible for its own attorneys fees and costs relating to any dispute resolution effort.

8. ACCESS TO RECORDS.

8.1 Claims Administration and Risk Management Records. UPI shall be responsible for maintaining all records and information relating to the Claims Administration and Management Program, set forth under this Agreement ("Claims Information"). UPI shall take all reasonable steps to maintain the confidentiality and privilege applicable to this Claims Information.

8.2 Communication With State Risk Management. UPI and State Risk Management shall establish a method for sharing appropriate Claims Information as needed for the Claims Administration and Risk Management Program activities set forth under Section 3; provided, however, that the sharing of Claims Information shall be subject to the confidentiality and privilege applicable to the Claims Information and all affected participants shall preserve such confidentiality and privilege to the extent allowed by law.

8.3 Business Records. UPI and State Risk Management shall maintain such financial and business records as required to perform their obligations under this Agreement ("Business Records"). Upon reasonable request by UPI or State Risk Management, the requesting Party shall have access to the other Party's Business Records during normal business hours, for the sole purposes of confirming compliance with this Agreement.

9. ADDITIONAL PROVISIONS.

9.1 Nondiscrimination. UPI agrees not to discriminate against any employee or applicant for employment in violation of Federal Executive Order No. 11246, State of Arizona Executive Order No. 75-5, and A.R.S. Section 41-1461 et seq. A copy of State of Arizona Executive Order No. 75-5 is attached hereto as Attachment C and incorporated herein by reference.

9.2 Conflict of Interest. This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511 regarding conflict of interest.

9.3 Governing Law. This Agreement shall be governed by the laws of the State of Arizona and all terms and provisions of this Agreement shall be construed in accordance with the laws of the State of Arizona.

9.4 Assignment. Neither this Agreement, nor any right under it may be assigned, transferred or otherwise conveyed by any Party to this Agreement without the advance written approval of the other Parties to this Agreement. However, if UPI is a party to a merger, acquisition or similar affiliation, UPI may assign its rights and obligations under this Agreement to the surviving or affiliated entity, provided that UPI gives State Risk Management forty-five (45) days advance notice of such action and subject to approval by State Risk Management on behalf of itself, and the Attorney General, such approval not to be unreasonably withheld. In the event that State Risk Management does not approve the assignment of this Agreement, State Risk Management shall provide

written notice to UPI of its disapproval and the reasons thereof. The written notice from State Risk Management to UPI shall serve as notice of termination of the Agreement and this Agreement shall terminate on the effective date of the merger, acquisition, or similar affiliation of UPI. Upon such termination, UPI and State Risk Management shall be subject to the provisions of Section 6.3 regarding Obligations in the Event of Termination.

9.5 Notices. Any and all notices required to be given pursuant to this Agreement shall be given by United States mail, postage prepaid, return receipt requested, to the following addresses:

For UPI:	Norman A. Botsford Chief Executive Officer University Physicians, Inc. 575 East River Road Tucson, Arizona 85704
For State Risk Management:	Lee Baron Arizona State Risk Management 1818 West Adams Phoenix, Arizona 85007
with a copy to	Jacqueline Schneider, Special Counsel to the President, and General Counsel The University of Arizona Administration Building, Room 103 Tucson, Arizona 85721
For the Attorney General:	Grant Woods Attorney General 1275 West Washington Phoenix, Arizona 85007
with a copy to:	Leslie Hall Office of the Attorney General 1275 West Washington Phoenix, Arizona 85007

9.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

9.7 Waiver. Waiver by any Party of defective performance of any provision of this Agreement shall not be construed as a waiver of either the right to performance or the express conditions which have been created in this Agreement.

9.8 Entire Understanding. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter of this Agreement. No change, amendments or alterations shall be effective unless in writing and duly executed by all Parties to this Agreement.

State of Arizona Risk Management Division

By _____
Its Risk Manager
Date July 23, 1996

University Physicians, Inc.

By _____
Its Executive Director
Date 7/24/96

Office of the Attorney General, State of Arizona

By _____
Its Assistant Attorney General
Date 7/22/96

ACC272F1

The Arizona Board of Regents, for and on behalf of the University of Arizona and the University of Arizona College of Medicine, as an entity insured through State Risk Management subject to this Agreement, consents to and agrees to be bound by all terms, conditions and obligations of this Agreement.

Arizona Board of Regents, on behalf of
the University of Arizona, and the
University of Arizona College of Medicine

By Manuel C Tackson
Its President
Date July 29, 1996

ACC272F1

Attachment A

(See following 14 pages)

* Note: With respect to Claim 95/8001315/B, the Parties reserve all rights to submit to Alternative Dispute Resolution under Section 7 a dispute concerning the allocation of defense costs and the Settlement and Judgment Costs pursuant to the terms of a prior agreement between UPI, UMC and State Risk Management regarding this claim and this Agreement.

Attachment B

(See following 3 pages)

JOINT LEGISLATIVE BUDGET COMMITTEE OF ARIZONA

RULES AND REGULATIONS

RULE 13

FISCAL NOTES

1. The President of the Senate and the Speaker of the House of Representatives or their designees may each designate bills that shall have a fiscal note prepared regarding their impact.

2. The JLBC Staff shall prepare the fiscal notes utilizing an impact period of three years. The fiscal notes shall indicate any local fiscal impact, where appropriate.

3. Fiscal notes shall not contain comments or opinions on the merits of the bill.

4. Exceptions to the procedure set forth in this rule shall be permitted with the approval of the Chairman and Vice Chairman of the Committee.

5. The Committee may amend or suspend this rule or any subsection hereof by a majority vote of those present and eligible to vote.

6. Procedures to implement this rule shall be prepared by the Legislative Budget Analyst and approved by the Chairman and Vice Chairman of the Committee.

RULE 14

STATE LIABILITY CLAIMS - PROCEDURE FOR SETTLEMENT WHEN COVERED BY RISK MANAGEMENT SELF-INSURANCE FUND

1. General provisions for presentation of settlement to the Committee:

   A. Settlements of $150,000 or less 250,000 do not require approval of the Committee pursuant to A.R.S. § 41-621(M). All proposed liability settlements must be presented to the Committee in accordance with these provisions and accompanied by a report containing the information specified in Paragraph 3.

   B. The report shall be filed with the Chairman of the Committee five days before the meeting scheduled to consider the settlement proposal.

   C. A limited number of items may be excluded from the written report and presented orally at the Committee meeting, if the Attorney General and Risk Management Division find the exclusion to be absolutely necessary for the protection of the State's case.

   D. All Committee settlement proceedings and material prepared for such proceedings shall be required to be kept confidential.

   E. Any plaintiff's inquiries regarding Committee meeting dates, times and agendas should be directed to the Attorney General's Insurance Defense Section which shall consult with the JLBC Staff Director.

2. At a Committee meeting at which a settlement proposal is considered:

   A. Material shall be presented by the Attorney General or retained defense counsel who had primary responsibility over negotiation of the settlement and/or handling of the case, together with the Manager of the Risk Management Division of the Department of Administration.

JOINT LEGISLATIVE BUDGET COMMITTEE OF ARIZONA

RULES AND REGULATIONS

RULE 14 CONTINUED

STATE LIABILITY CLAIMS (CONT'D)

B. The Committee Chairman or a majority of the Committee, may request other witnesses to attend and testify at any settlement proposal meeting. When requested by a Committee member, the director of an agency named in a lawsuit for which a settlement is proposed shall be requested to appear at the meeting at which the settlement is proposed.

C. The presentation of the settlement proposal at the Committee meeting shall contain, at a minimum, the information required to be submitted pursuant to Paragraph 3.

D. In addition to the report, additional drafts, charts, pictures, documents or other items may be presented to the Committee by the Attorney General or Risk Management Division, if helpful in reviewing the merits of the settlement. Additional items shall be presented when requested by the Committee Chairman, or a majority of the Committee at a prior meeting, or a JLBC subcommittee to which the matter has been referred.

E. Upon a conclusion of the presentation, the Committee may accept the settlement as proposed, reject the settlement as proposed, recommend an alternative settlement with the advice of the Attorney General and Risk Management Division, request additional information, evaluations or appearances of witnesses, or the matter may be referred to a JLBC subcommittee for further study.

3. The written settlement proposal report submitted to the Committee for each settlement offer shall contain the following information:

A. A one to two page executive summary of pertinent information related to the case that, at a minimum, summarizes information contained in items B, D, G, H, I, K, L, N and P below.

B. The names of the plaintiffs or claimants.

C. Whether a lawsuit has been filed, the date on which it was filed and the current status of the lawsuit. If a lawsuit has not been filed, the last date upon which a lawsuit could be filed.

D. The basic facts of the case including, first, the undisputed facts and secondly, those facts in dispute.

E. A summary of the basis or bases of liability claimed by plaintiff or claimant and the State's defenses to such liability, including the key evidence relied upon by each party.

F. The amount originally claimed by the plaintiff or claimant.

G. The identifiable damages and/or costs incurred by plaintiff or claimant to date.

H. Costs incurred by the State in defending the claim or suit to date.

I. Estimated costs to the State of defending the claim or suit through trial.

J. Attorney for plaintiff, Attorney General assigned to the case, retained defense counsel, if any.

K. Estimate of plaintiff or claimant's chances of prevailing in suit against the State.

JOINT LEGISLATIVE BUDGET COMMITTEE OF ARIZONA

RULES AND REGULATIONS

RULE 14 CONTINUED

STATE LIABILITY CLAIMS (CONT'D)

L. Range of recovery likely at trial for plaintiff's claims.

M. Complete terms of settlement including:

1. To whom payment is to be made;

2. The amount of payment;

3. The conditions, if any, attached to the payment; and

4. Deadline for settlement, if any.

N. Settlement recommendations of Attorney General and Risk Management and recommended response to settlement offer.

O. Whether the State has any claim or right of recovery against other parties, e.g., subrogation or indemnification.

P. An agency response that shall contain the following information:

1. Actions taken to eliminate or limit the future risk of liability to the state.

2. Statement as to any disciplinary action(s) taken against any employee(s) that were negligent in carrying out their duties.

4. In conjunction with the settlement procedures prescribed pursuant to this rule, the Risk Management Division shall:

A. Annually report to the Committee on the operations of the Division, the status of pending claims and lawsuits, information on actual judgements and settlements, and projected fund balances.

B. With the assistance of the Attorney General, propose to the Committee any changes in State insurance coverage, State statutes, State liability principles or claims procedures which may help to limit future State liability.

JLBC Staff
9/30/94

Attachment C

(See following 5 pages)

Attachment C

GENERAL PROVISIONS
(Nondiscrimination in Employment)

PART I - Non-discrimination in employment by government contractors and subcontractors.

All government contracting agencies shall include in every government contract hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex or national origin. The contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, age, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will in all solicitations or advertisement for employees placed by or on behalf of the contractor state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex or national origin.

C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this Executive Order and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The contractor will furnish all information and reports required by the contracting agency and will permit access to his books, records and accounts by the contracting agency and the Civil Rights Division for purposes of investigation to ascertain compliance with such rules, regulations and orders.

E. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders of the Arizona Civil Rights Division

said noncompliance will be considered a material breach of the contract and this contract may be cancelled, terminated or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts until said contractor has been found to be in compliance with the provisions of this order and the rules and regulations of the Arizona Civil Rights Division, and such sanctions may be imposed and remedies invoked as provided in Part II of this order and the rules and regulations of the Arizona Civil Rights Division.

F. The contractor will include the provisions of paragraphs A. through E. in every subcontractor purchase order so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to the subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the State of Arizona to enter into such litigation to protect the interests of the State of Arizona.

G. Each contractor having a contract containing the provisions prescribed in this section shall file and shall cause each of his subcontractors to file compliance reports with the contracting agency or the Civil Rights Division, as may be directed. Compliance reports shall be filed within such times and shall contain such information as the practices, policies, programs and employment policies, programs and employment statistics of the contractor and each subcontractor and shall be in such form as the Arizona Civil Rights Division may prescribe.

H. Bidders or prospective contractors or subcontractors shall be required to state whether they have participated in any previous contract subject to the provisions of this order or any preceding similar Executive Order and in the event to submit on behalf of themselves and the proposed subcontractors compliance reports prior to, or as an initial part of negotiation of a contract.

I. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the compliance report shall include such information from such labor unions or agency shall refuse to furnish such information to the contractor, the contractor shall so certify the contracting agency as part of its compliance report and shall set forth what efforts he has made to obtain such information.

J. The contracting agency or the Civil Rights Division shall require that the bidder or prospective contractor or subcontractor

shall submit as part of his compliance report a statement in writing signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training with which the bidder or prospective contractor deals with supporting information to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment employment and the terms and conditions of employment under the proposed contract shall be in accordance with the purpose and provisions of this order. In the event that the union or the agency shall refuse to execute such a statement, the compliance shall so certify and set forth what efforts have been made to secure such a statement and such factual materials as the contracting agency or the Civil Rights Division may require.

PART II - Enforcement

A. Each contracting agency shall be primarily responsible for obtaining compliance with this Executive Order with respect to contracts entered into by such agency or its contractors. All contracting agencies shall comply with the rules of the Civil Rights Division in discharging their primary responsibility for securing compliance with the provisions of contracts and otherwise with the terms of this order and the rules and regulations and orders of the Civil Rights Division issued pursuant to this order. They are directed to cooperate with the Civil Rights Division and to furnish the Division such information and assistance as it may require in the performance of the Division's functions under this order. They are further directed to appoint or designate from among the agency personnel compliance officers. It shall be the duty of such officers to first seek compliance with the objective of this order by conference, conciliation, mediation or persuasion.

B. The Civil Rights Division may investigate the employment practices of any government contractor or subcontractor or initiate such investigation by the appropriate contracting agency or determine whether or not the contractual provisions specified in this order have been violated. Such investigations shall be conducted in accordance with the procedures established by the Civil Rights Division and the investigating agencies shall report to the Civil Rights Division any action taken or recommended. The Civil Rights Division may receive and investigate or cause to be investigated complaints, by employees or prospective employees of a government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Part I of this order. If the investigation is conducted for the Civil Rights Division by a contracting agency, that agency shall report to the Civil Rights Division what action has been taken or is recommended with regard to such complaint.

c. The Civil Rights Division shall use its best efforts directly and through contracting agencies, other interested state and local agencies, contractors and all other available instrumentalities to cause any labor union engaged in work under government contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the course of such work to cooperate in the implementation of the purposes of this order.

D. The Civil Rights Division or any agency, officer or employee in the executive branch of the government designated by rules, regulation or order of the Civil Rights Division may hold such hearings, public or private as the Division may deem advisable for compliance, enforcement or educational purposes. The Civil Rights Division may hold or cause to be held hearings in accordance with rules and regulations issued by the Civil Rights Division prior to imposing, ordering or recommending the imposition of penalties and sanctions under this order.

E. No order for debarment of any contractor from further government contracts under this order shall be made without affording the contractor an opportunity for a hearing.

F. Sanctions and Penalties. In accordance with such rules, regulations or orders as the Civil Rights Division may issue or adopt, the Civil Rights Division or the appropriate contracting agency may publish or cause to be published the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this order and with the rules, regulations and orders of the Civil Rights Division.

(1) Contracts may be cancelled in whole or in part, terminated, or suspended absolutely, or continuation of contracts may be conditioned upon a program for future compliance approved by the contracting agency or the Civil Rights Division; provided that any contracting agency shall refrain from entering into further contracts, extensions or other modifications of existing contracts with any noncomplying contractor until such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this order.

(2) Under rules and regulations prescribed by the Civil Rights Division, each contracting agency shall make reasonable efforts within a reasonable time limitation to secure compliance with the contract provisions of this order by methods of conference, conciliation, mediation and persuasion before proceedings shall be instituted under this order or before a contract shall be cancelled or terminated in whole or in part under this order for failure of a contractor or subcontractor to comply with the contract provisions of this order.

G. This Executive Order shall become effective within sixty (60) days of its issuance.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Arizona.

Done at the Capitol in Phoenix this twenty-eighth day of April in the year of Our Lord, one thousand nine hundred and seventy-five, and of the Independence of the United States the one hundred and ninety ninth.

Attest:

Secretary of State

GOVERNOR

AMENDMENT TO MEDICAL MALPRACTICE RISK ALLOCATION AGREEENT

Effective July 1, 1999, the Medical Malpractice Risk Allocation Agreement dated July 1, 1996 ("Agreement"), between the State of Arizona Department of Risk Management Section ("State Risk Management"), the Office of Attorney General, State of Arizona ("Attorney General") and University Physicians, Inc. ("UPI") (collectively, the "Parties"), is amended as follows:

1. RECITALS, Paragraph 3 and 6 are amended to read:

3. In furtherance of the respective missions of UA and UPI, physicians employed by both UA and UPI, and physicians employed by UPI with a UA faculty appointment (collectively, "Attending Physicians"), as well as UA Residents acting under the supervision of the Attending Physicians, provide health care services to patients. From time to time, this activity gives rise to medical malpractice claims against UA, the State of Arizona, the Board of Regents, UPI, Attending Physicians and UA Residents.

6. The Parties to this Agreement, UPI, State Risk Management, and the Attorney General, wish to provide a mechanism for the coordinated defense and allocation of costs relating to (1) medical malpractice claims and resulting liability arising out of the health care service activities within the scope of the employment of Attending Physicians; (2) medical malpractice claims and resulting liability arising out of the health care service activities within the scope of employment of UA Residents acting under the supervision of Attending Physicians; and (3) medical malpractice claims and resulting liability arising out of the health care service activities within the scope of clinical educational activities of UA medical students ("Medical Students") acting under the supervision of Attending Physicians. For the purposes of this Agreement, "scope of employment of Attending Physicians" means activity within the course and scope of the joint employment of Attending Physicians by UPI and UA or the scope of employment by UPI and UA faculty appointments, as applicable; "scope of employment of UA Residents" means activities within the course and scope of employment of UA Residents by UA; and "scope of clinical educational activities of UA Medical Student" means activities within the course and scope of authorized clinical educational activities of UA Medical Students undertaken under the supervision of Attending Physicians.

2. Section 1.1 is amended to read:

1.1 Financial Allocation. State Risk Management and UPI shall allocate between themselves the full costs ("Costs") of all medical malpractice claims and resulting liability defined under Section 1.2 below. Costs shall be determined as set forth in Section 2.

- From July 1, 1999 to June 30, 2000, UPI shall be responsible for payment of 78% of such Costs("UPI Allocation") and State Risk Management shall be responsible for 22% of all such Costs ("State Risk Management Allocation");

- From July 1, 2000 to June 30, 2001, the UPI Allocation shall be 77% and the State Risk Management Allocation shall be 23%;

- From July 1, 2001 to June 30, 2006, the UPI Allocation shall be 75% and the State Risk Management Allocation shall be 25%.

3. Section 1.2 is amended to read:

1.2 Covered Claims. This Agreement shall apply to: (i) all medical malpractice claims and resulting liability against UA, the State of Arizona, the Board of Regents, UPI, Attending Physicians, UA Residents or UA Medical Students arising out of health care services provided within the course and scope of employment of Attending Physicians; (ii) all medical malpractice claims and resulting liability against UA, the State of Arizona, the Board of Regents, UPI, Attending Physicians, UA Residents or UA Medical Students arising out of health care services provided by UA Residents within the course and scope of employment of the UA Residents and UA Medical Students acting under the supervision of these Attending Physicians; and (iii) all medical malpractice claims and resulting liability against UA, the State of Arizona, the Board of Regents, UPI, Attending Physicians, UA Residents or UA Medical Students arising out of health care services provided by UA Medical Students within the scope of clinical educational activities of UA Medical Students acting under the supervision of Attending Physicians (all such medical malpractice claims and resulting liability to be referred to herein as "Covered Claims"); provided that such Covered Claims: [remainder of this Section to be continued without amendment].

4. The Costs subject to the Second Amendment terms set forth herein shall be determined as follows:

   a. Defense Costs (as defined in Section 2.1.1) for services provided on or after July 1, 2000 that result in Defense Costs:

   b. Settlements and Judgements (as defined in Section 2.1.2) agreed upon or rendered on or after July 1, 2000;

   c. The pro rata portion of Insurance Costs (as defined in Section 2.1.3) applicable for such coverage on or after July 1, 2000.

5. Section 6.1 is amended to extend the term of the Agreement to June 30, 2006, subject to termination as provided in the Agreement.

6. Section 9.5 is amended to substitute the following individuals for the purpose of notice:

For State Risk Management:

Risk Manager
Arizona State Risk Management
1818 West Adams
Phoenix, Arizona 85004

With a copy to:

University of Arizona General Counsel
Administration Building, Room 103
The University of Arizona
Tucson, Arizona 85721

For the Attorney General,
State of Arizona:

Attorney General
Office of the Attorney General
1275 West Washington
Phoenix, Arizona 85007

With a copy to:

Section Chief Liability Management Section
Office of the Attorney General
1275 West Washington
Phoenix, Arizona 85007

All other names and address for notice to other parties shall remain unchanged.

7. All other terms and conditions of the Agreement shall remain unchanged, except that all terms and conditions of the Agreement shall be interpreted consistently with the terms of this Amendment.

8. This Amendment constitutes the entire understanding of the Parties with respect to the subject matter of this Amendment.

State of Arizona Risk Management Division

By _____
Its STATE RISK MANAGER
Date JUNE 12, 2002

Office of the Attorney General,
State of Arizona

By _____
Its Chief Attorney General
Date June 6, 2002

University Physicians, Inc.

By _____
Its Executive Director / CEO
Date May 22, 2002

JANE DEE HULL
GOVERNOR

J. ELLIOTT HIBBS
DIRECTOR

ARIZONA DEPARTMENT OF ADMINISTRATION
RISK MANAGEMENT SECTION
1818 WEST ADAMS
PHOENIX, ARIZONA 85007-2636
FAX 542-1943

June 15, 2000

Norm Botsford
Chief Executive Officer
University Physicians, Inc.
575 East River Road
Tucson, Arizona 85704

Re: Medical Malpractice Risk Allocation Agreement

Dear Norm:

During our recent telephone conversations with regard to the renewal of the current Joint Risk Allocation agreement, it has become apparent that an extension of the agreement will not be in place by July 1, 2000.

It is agreed that the current Risk Allocation agreement due to expire on June 30, 2000, is extended to September 30, 2000 to allow ample time to finalize a new agreement.

Sincerely,

Frank E. Hinds
State Risk Manager

Norman A. Botsford — 6-15-2000 Date
Chief Executive Officer
University Physicians, Inc.

Frank E. Hinds — 6-15-2000 Date
State of Arizona
Risk Manager

AMENDMENT TO MEDICAL MALPRACTICE RISK ALLOCATION AGREEMENT

Effective July 1, 2006, the Medical Malpractice Risk Allocation Agreement dated July 1, 1996 ("Agreement"), between the State of Arizona Department of Risk Management Section ("State. Risk Management"), the Office of Attorney General, State of Arizona ("Attorney General") and University Physicians, Inc. ("UPI") (collectively, the "Parties"), is amended as follows:

1. The name of the party to the Agreement "University Physicians, Inc. (UPI)" is changed to "University Physicians Healthcare (UPH)" throughout the Agreement.

2. Section 1.1 is amended to read in its entirety as follows:

"1.1 Financial Allocation. State Risk Management and UPH shall allocate between themselves the full cost ("Costs") of all medical malpractice claims and resulting liability defined under Section 1.2 below. Costs shall be determined as set forth in Section 2. UPH shall be responsible for payment of 75% of all such Costs (UPH Allocation") and State Risk Management shall be responsible for 25% of all such Costs ("State Risk Management Allocation")."

3. Section 1.3 is amended to read in its entirety as follows:

"1.3 Self-Insured Retention. Annually the parties will agree on the self-insured retention limits for any individual Covered Claim.

(a) *UPH Obligations Relating to funding of its self-insured retention.* For the term of this Agreement, UPH shall:

(i) provide State Risk Management each year with an annual audited financial statement for Caduceus (or similar mechanism), such statements to be provided on or before October 31 following the end of the UPH fiscal year.

(ii) record estimated liabilities for its portion of the self-insured retention based upon annual actuarial reports at a 90% confidence level."

4. Section 1.4 is amended to read in it entirety as follows:

"1.4 Excess Coverage. Annually, UPH and State Risk Management shall jointly agree on the amount of excess insurance to be purchased from insurance carriers for any individual Covered Claim, including Defense Costs."

5. Section 1.5 is amended to read in its entirety as follows:

"1.5 Total Program Limits: Annually, UPH and State Risk Management shall jointly agree on the total program coverage limits."

6. Section 1.6 is amended to read in its entirety as follows:

"1.6 Changes in Limits of Liability: All changes in limits of liability for coverages set forth in Sections 1.3, 1.4 and 1.5 above shall comply with the requirements of the Medical Services Plan of 1985 between UPH and the Board of Regents, or any successor agreement. All such changes shall be effective on the first day of any coverage year under this Agreement. All dollar amounts for coverage shall be adjusted to reflect the agreed upon allocation of 75% UPH and 25% State Risk Management."

7. Section 1.7 Insurance Committee is deleted in its entirety.

8. Section 6.1 is amended to read in its entirety as follows:

"6.1 Term. This Agreement was originally effective July 1, 1996, was Amended in 2002 to have its term extended to June 30, 2006 as amended that year, and is now amended to extend the term to June 30, 2009 as amended herein and subject to termination as provided in the Agreement."

9. Section 3.4.2 (b)(i) and (ii) under Process for Appointment of Counsel is amended to read as follows:

"(i) For three consecutive Covered Claims, UPH, upon consideration of the Risk Management Committee's recommendation, shall designate defense counsel; provided, however, that such designation shall be subject to the Attorney General's approval, such approval not to be unreasonably withheld.

(ii) For every fourth Covered Claim, UPH shall advise the Attorney General of the Covered Claim and the Risk Management Committee's Recommendation of defense counsel and the Attorney General Shall designate defense counsel; provided, however, that such designation shall be subject to UPH approval, such approval not to be unreasonably withheld."

10. All other terms and conditions of the Agreement shall remain unchanged, except that all terms and conditions of the Agreement shall be interpreted consistently with the terms of this Amendment.

11. This Amendment constitutes the entire understanding of the Parties with respect to the subject matter of this Amendment.

State of Arizona Risk Management Division

By Ray Di Ricci

Its Risk Manager

Date 7-21-06

Office of the Attorney General
State of Arizona

By [illegible]

Its GMS Section Chief

Date 8/11/06

University Physicians Healthcare

By Robin Levin

Its General Counsel

Date 7/12/06

TERRY GODDARD
ATTORNEY GENERAL

OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA
LIABILITY MANAGEMENT SECTION

WRITER'S DIRECT LINE:
(602) 542-7680
TERRY.HARRISON@AZAG.GOV

August 14, 2006

Robin Perin, Esq.
General Counsel
University Physicians Healthcare
575 East River Road
Tucson, Arizona 85704

Re: Amendment to Medical Malpractice Risk Allocation Agreement

Dear Robin:

Pursuant to your letter of July 13, 2006, enclosed is one signed original Amendment to the Medical Malpractice Risk Allocation Agreement for your file. By a copy of this letter to Ray DiCiccio I am forwarding one signed original to him for his file. I will retain the remaining original for my file.

Very truly yours,

Terry Harrison
Section Chief
Liability Management Section

TEH:kmc:940884.78

Enclosure

cc: Ray DiCiccio, DOA-RSK (w/attachment)

1275 W. WASHINGTON, PHOENIX, ARIZONA 85007-2926 • PHONE: 602-542-4951 • FAX: 602-542-3393

RECEIVED
RISK MANAGEMENT-CLAIMS

OFFICE OF THE ATTORNEY GENERAL

LIABILITY MANAGEMENT SECTION

MEMORANDUM

TO: FRANK HINDS
RISK MANAGER

FROM: CYNTHIA ODOM

DATE: JUNE 11, 2002

RE: AMENDMENT TO MEDICAL MALPRACTICE RISK ALLOCATION AGREEMENT

Attached are three (3) originals of the Amendment to the Medical Malpractice Risk Allocation Agreement. Should they meet with your approval, please sign all three originals and return two originals to me and retain one original for your file.

CRO:kmc:718018.5

Enclosures

AMENDMENT TO MEDICAL MALPRACTICE RISK ALLOCATION AGREEMENT

Effective July 1, 2009, the Medical Malpractice Risk Allocation Agreement dated July 1, 1996 ("Agreement") between the State of Arizona Department of Administration, Risk Management Division ("State Risk Management"), the Office of Attorney General, State of Arizona ("Attorney General") and University Physicians Healthcare ("UPH") (collectively, the "Parties") is amended as follows:

1. Section 6.1 is amended to read in its entirety as follows:

   "6.1 Term. This Agreement was originally effective July 1, 1996, was amended in 2002 to have its term extended to June 30, 2006 as amended that year, was amended in 2006 to have its term extended to June 30, 2009 as amended that year, and is now amended to extend the term to June 30, 2012 as amended herein and subject to termination as provided in the Agreement."

2. This Amendment constitutes the entire understanding of the Parties with respect to the subject matter of this Amendment.

State of Arizona Risk Management Division

By: Ray N. Lucio

Its: R.M. Manager

Date: 5-14-2009

Office of the Attorney General
State of Arizona

By: Terry Hanni

Its: LMS Chief Counsel

Date: 5-14-09

University Physicians Healthcare

By: J. McCarthy

Its: CFO

Date: 5.12.09

MEDICAL MALPRACTICE RISK ALLOCATION AGREEMENT

This Agreement is entered into and shall be effective July 1, 2012 ("Effective Date"), by and between the State of Arizona through its Attorney General and its Department of Administration Risk Management Section, respectively, and The University of Arizona Health Network, Inc. ("UAHN"), on behalf of University Physicians Healthcare ("UPH") and University Medical Center Corporation ("UMC"), (collectively, the "Parties").

RECITALS

1. The University of Arizona ("UA") operates the University of Arizona College of Medicine-Tucson (as well as a separate College of Medicine campus in Phoenix, which is not part of this Agreement). The UA is governed by the Arizona Board of Regents ("Board of Regents"). Part of the mission of the UA, through the College of Medicine, is to provide and further medical education and training. In furtherance of this mission, the Board of Regents employs physicians as members of the UA faculty at its Tucson campus. UA also sponsors a residency program and employs resident physicians as part of this program ("UA Residents"). Throughout this Agreement, "UA" shall include the University of Arizona, the University of Arizona College of Medicine-Tucson and the Board of Regents, and any obligation or consent of one shall be binding upon the others.

2. UAHN is a nonprofit, tax-exempt corporation that is operated to support the provision and promotion of the delivery of medical and health care services. UPH and UMC are each affiliates of UAHN. UAHN is operated exclusively for the benefit of, to perform the functions of, and to carry out the purposes of UA, UPH and UMC, including the educational mission of UA.

3. UPH is a nonprofit corporation and is the faculty practice plan for UA. UPH employs physicians who are also employed by UA as faculty members with faculty appointments at UA (hereinafter, "Practice Plan Physicians") UPH also employs physicians who are not Practice Plan Physicians, as well as certain UAHN Health Care Providers as defined in Section 6 below.

4. UMC is a nonprofit corporation and operates healthcare facilities in Tucson, including the University of Arizona Medical Center. UMC employs physicians as well as certain UAHN Health Care Providers as defined in Section 6.

5. UPH and UMC also contract, as needed, with community physicians to provide coverage of specific services/departments who may supervise UA Fellows, Residents and Medical Students in the course of providing clinical care pursuant to such contracts (hereinafter "Contract Physicians"). Contract Physicians are responsible for providing their own malpractice coverage and nothing in this Agreement shall be construed to establish a duty as to the Parties, or any of them, to defend or to provide

coverage for Contract Physicians.

6. "Attending Physicians" includes Practice Plan Physicians, as well as UPH-employed or UMC-employed physicians whose activities are covered by Caduceus or UMCC-IFL. "UAHN Health Care Providers" includes individuals other than physicians who are employed by UPH and/or UMC to perform activities in the provision of health care services that are covered by Caduceus or UMCC-IFL.

7. In furtherance of the respective missions of UA and UAHN, Attending Physicians, UAHN Health Care Providers, and UA Fellows, Residents, and Medical Students acting under the supervision of Attending Physicians or Contract Physicians as defined in Section 6 provide health care services to patients. From time to time, this activity gives rise to medical malpractice claims against one or more of the following: UA, the State of Arizona, the Board of Regents, UAHN, UPH, UMC, Attending Physicians, UAHN Health Care Providers, and UA Fellows, Residents, and Medical Students supervised by Attending Physicians and/or Contract Physicians.

8. Pursuant to A.R.S. § 41-621 *et seq.*, the State of Arizona Department of Administration Risk Management Section ("State Risk Management") is responsible for providing and managing insurance coverage against loss for UA and its employees for medical malpractice claims incurred in the course and scope of employment by UA, and for its students in the scope of their educational activities. The Office of the Attorney General, State of Arizona ("Attorney General") provides legal defense to State of Arizona employees and students pursuant to the provisions of A.R.S. § 41-621 *et seq.*

9. The Parties to this Agreement wish to provide a mechanism for the coordinated defense and allocation of costs relating to medical malpractice claims and resulting liability arising out of the health care service activities within the scope of employment and/or educational activities of Attending Physicians, UA Health Care Providers, and UA Fellows, Residents, and Medical Students supervised by Attending Physicians and/or Contracted Physicians.

THEREFORE, the Parties agree as follows:

1. CLAIMS ALLOCATION PROGRAM.

1.1 Financial Allocation. State Risk Management and UAHN shall allocate between themselves the full cost of all medical malpractice claims and resulting liability defined under Section 1.2 below. Costs shall be determined as set forth in Section 2. UAHN shall be responsible for payment of 83% of all such costs ("UAHN Allocation") and State Risk Management shall be responsible for 17% of all such costs ("State Risk Management Allocation").

1.2 Covered Claims. This Agreement shall apply to all medical malpractice claims and resulting liability against UA, the State of Arizona, the Board of

Regents, UAHN, UPH, UMC, Attending Physicians, and UAHN Health Care Providers, as well as UA Fellows, Residents, and Medical Students supervised by Attending Physicians and/or Contract Physicians. All such medical malpractice claims and resulting liability will be referred to herein as "Covered Claims," provided that such Covered Claims shall not include any claims reported or open prior to the Effective Date. Any claims reported and/or open prior to the Effective Date shall be governed by the Risk Allocation Agreement of 1996 and the amendments thereto. This Agreement shall only apply to claims reported in writing to the Risk Management Committee on or after the Effective Date but before the effective date of termination of this Agreement subject to Section 6.3 below.

1.3 Self-Insured Retention. Annually, by June 1, the Parties shall agree on the self-insured retention limits for any individual Covered Claim.

1.3.1 UAHN obligations relating to funding of its self-insured retention. For the term of this Agreement, UAHN shall:

(a) provide State Risk Management each year with an annual audited financial statement for Caduceus and UMCC-IFL (or similar mechanism), such statements to be provided on or before October 31 following the end of the UAHN fiscal year.

(b) record estimated liabilities for its portion of the self-insured retention based upon annual actuarial reports with a confidence level of at least 50%.

1.4 Excess Coverage. Annually, by June 1, UAHN and State Risk Management shall jointly agree on the amount of excess insurance to be purchased from insurance carriers for any individual Covered Claim, including Defense Costs, per Section 2.1.1.

1.5 Total Program Limits: Annually, by June 1, UAHN and State Risk Management shall jointly agree on the total program coverage limits.

1.6 Changes in Limits of Liability: All changes in limits of liability for coverages set forth in Section 1.3, 1.4 and 1.5 above shall comply with the requirements of the Medical Services Plan of 1985 between University Physicians Healthcare and the Board of Regents, or any successor agreement. All such changes shall be effective on the first day of any coverage year under this Agreement. All dollar amounts for coverage shall be adjusted to reflect the agreed upon allocation of 83% UAHN and 17% State Risk Management.

2. ASSESSMENT AND REIMBURSEMENT OF COSTS.

2.1 Costs Subject to Allocation. Costs subject to allocation under this Agreement shall include:

2.1.1 Defense Costs. Legal fees and costs incurred by attorneys appointed to provide legal services relating to Covered Claims, the cost of consultants and experts secured for the purposes of assessing and defending Covered Claims, court fees, transcription costs and all other reasonable expenses relating to the assessment and defense of Covered Claims ("Defense Costs").

2.1.2 Settlements and Judgments. The amount of any and all Settlements and Judgments incurred as a result of Covered Claims, not covered by Excess Coverage under Section 1.4.

2.1.3 Insurance Costs. The cost of any Excess Coverage purchased from third-party carriers pursuant to Section 1.4 for the joint coverage of State Risk Management and UAHN.

2.2 Costs Relating to Claims Administration and Risk Management. UAHN shall be solely responsible for the costs UAHN incurs in operating and managing the Claims Administration and Risk Management program set forth in Section 3. State Risk Management shall be solely responsible for the costs State Risk Management, or any entity represented by State Risk Management, incurs in participating in the Claims Administration and Risk Management program set forth in Section 3.

2.3 Determination and Payment of Costs.

2.3.1 Defense Costs.

(a) *Payment.* Upon receipt of invoices from third parties for Defense Costs, and subject to the audit procedures of Section 2.3.1(b), UAHN shall forward to State Risk Management all such invoices and statements setting forth the State Risk Management Allocation for such Defense Costs. UAHN and State Risk Management shall pay third parties directly for their respective allocations for Defense Costs within thirty (30) days of receipt by State Risk Management of the invoice and statement. UAHN and State Risk Management shall provide each other with notice of their payment.

(b) *Audit.* UAHN and the Attorney General, in consultation with Risk Management Committee, shall establish the guidelines for defense counsel and case management pursuant to the provisions of Section 3, including, but not limited to, requirements relating to allowable Defense Costs. UAHN shall establish, in consultation with State Risk Management, a procedure for auditing Defense Costs for compliance with these guidelines ("Audit Procedures"). UAHN shall audit Defense Costs in accord with the Auditing Procedures before forwarding to State Risk Management invoices from third parties for Defense Costs. State Risk Management may independently

audit Defense Costs, but no such audit by State Risk Management shall relieve State Risk Management or UAHN of their obligation to make prompt payment of Defense Costs pursuant to Section 2.3.1, absent their mutual agreement to withhold payment.

2.3.2 Settlement and Judgment Costs.

(a) Subject to the procedures for Settlement under Section 3.5, as applicable, if the State Risk Management Allocation for a Settlement or Judgment does not require approval by the Joint Legislative Budget Committee ("JLBC") pursuant to A.R.S. § 41-621 and related rules, UAHN shall make full payment for such Settlement or Judgment to the appropriate Party under the terms of the Settlement or Judgment and promptly shall provide State Risk Management with a statement of such Settlement or Judgment setting forth the State Risk Management Allocation for such Settlement or Judgment. State Risk Management shall pay UAHN for the State Risk Management Allocation for such Settlement or Judgment within thirty (30) days of receipt of the statement. Payments made after thirty (30) days shall be subject to interest at the rate for interest on judgments against the State provided for in A.R.S. § 41-622 (F).

(b) Subject to the procedures for Settlement under Section 3.5, as applicable, if the State Risk Management Allocation for a Settlement or Judgment requires approval by the JLBC subject to A.R.S. § 41-621(N) and related rules, State Risk Management shall be responsible to directly pay the State Risk Management Allocation to the appropriate Party under the terms of the Settlement or Judgment, and UAHN shall be responsible to directly pay the UAHN Allocation to the appropriate Party under the terms of the Settlement or Judgment, promptly upon receipt of JLBC approval of the State Risk Management Allocation for the Settlement or Judgment.

2.3.3. Excess Coverage. UAHN shall make payment for Excess Coverage, as required by Excess Coverage carriers, subject to reimbursement by State Risk Management. Upon any payment for Excess Coverage, UAHN shall promptly forward to State Risk Management a statement setting forth the State Risk Management Allocation for the applicable Excess Coverage payment. State Risk Management shall reimburse UAHN for the State Risk Management Allocation for such Excess Coverage payment within thirty (30) days of receipt of such statement by State Risk Management. Payments to UAHN made after thirty (30) days shall be subject to interest at the rate provided for interest on judgments against the State provided in A.R.S. § 41-622(F).

2.3.4. Separate Liability for Covered Costs; Indemnification Relating to Third Party Claims for Costs. Notwithstanding any provisions in this Agreement for advance payments by UAHN of Covered Costs, UAHN and State Risk Management shall be solely and separately liable for payment of their respective allocations for all Covered Costs. UAHN shall indemnify and hold harmless State Risk Management, its employees and agents, from any claims, lawsuits, losses, liability costs, and attorney fees, arising from UAHN's failure to timely and fully pay the UAHN Allocation of Covered Costs. State Risk Management shall indemnify and hold harmless

UAHN, its employees and agents, from any claims, lawsuits, losses, liability costs, and attorney fees, arising from State Risk Management's failure to timely and fully pay the State Risk Management Allocation of Covered Costs.

3. CLAIMS ADMINISTRATION AND RISK MANAGEMENT PROGRAM.

In partial consideration of its share of Allocated Costs, UAHN shall operate a Claims Administration and Risk Management Program for Covered Claims, shall be responsible for the day-to-day operation of such programs, and shall have representation on applicable committees and authority in Claims Administration and Risk Management activities commensurate with its assumption of the UAHN Allocated Costs. State Risk Management, UA and the Attorney General shall participate in these activities as set forth below.

3.1 Joint Risk Management Committee. UAHN shall operate a Joint Risk Management Committee that shall meet regularly for the purpose of identifying and resolving issues relating to risk management services for UAHN and UA activities in the provision of health care services, the handling and defense of Covered Claims, the appointment of defense counsel as set forth in Section 3.4, the identification and resolution of related issues that may give rise to Covered Claims and loss prevention activities. The Joint Risk Management Committee shall include representatives of UPH and UMC, as determined by UAHN. State Risk Management shall appoint up to two (2) representatives to serve as members of this Joint Risk Management Committee and to participate regularly with the Committee in its activities. In addition, UA shall appoint one (1) representative to participate with the Committee in its activities.

3.2 Joint Claims Committee. UAHN shall operate a Joint Claims Committee which shall meet regularly for the purpose of reviewing Covered Claims and determining the appropriate disposition of such Covered Claims, including decisions relating to the defense, settlement and litigation of Covered Claims, subject to the provisions of this Section 3. The Joint Claims Committee shall include up to twelve (12) representatives of UPH, UMC and UAHN, five to be voting members, as determined by UAHN. The Committee shall also include one (1) representative appointed by State Risk Management, one (1) representative appointed by the Attorney General, and one (1) representative appointed by UA. Each voting UPH, UMC and UAHN representative and the State Risk Management representative shall have a single vote on matters coming before the Committee; all other representatives shall participate in Committee activities without vote. Decisions to contribute to the settlement of a Covered Claim may be made without Joint Claims Committee review when the allocated settlement amount is within the independent settlement authority of UPH, UMC, UAHN and/or State Risk Management, as applicable.

3.3 Claims Administration and Risk Management Procedures. UAHN shall establish procedures, in conjunction with the Joint Risk Management Committee

and Joint Claims Committee for the handling of Covered Claims, including, but not limited to, routine risk management activities, loss prevention activities, the review and investigation of Covered Claims, the appointment of defense counsel, the process for securing ongoing reports and assessments from defense counsel, the securing of expert witnesses and consultants and related defense requirements; provided, however, that any such procedures shall be consistent with the provisions of this Agreement.

3.4 Appointment of Counsel. The Parties establish the following procedures for the appointment of counsel pursuant to the provisions of A.R.S. § 41-621(M).

3.4.1 Guidelines for Defense Counsel and Case Management. UAHN and the Attorney General, in consultation with the Risk Management Committee, shall establish written guidelines for defense counsel and case management. Defense counsel shall be required to comply with these guidelines.

3.4.2 Process for Appointment of Counsel.

(a) On an annual basis, the Attorney General shall solicit bids and enter into contracts pursuant to the applicable provisions of the Arizona Procurement Code, A.R.S. § 41-2501 *et seq.*, with defense counsel who will then be eligible to defend medical malpractice cases pursuant to A.R.S. § 41-621(M). Before soliciting such bids, the Attorney General and UAHN shall confer regarding the anticipated need for defense counsel for Covered Claims in the next year.

(b) The Joint Risk Management Committee shall review Covered Claims to determine whether the appointment of defense counsel is appropriate and make recommendations for defense counsel. The Joint Risk Management Committee recommendation for counsel for a Covered Claim shall be subject to the following rotation. This rotation shall not apply to Covered Claims subject to Section 3.4.3 except as expressly otherwise provided.

(i) For four consecutive Covered Claims, UAHN, upon consideration of the Joint Risk Management Committee's recommendation, shall designate defense counsel; provided, however, that such designation shall be subject to the Attorney General's approval, such approval not to be unreasonably withheld.

(ii) For every fifth Covered Claim, UAHN shall advise the Attorney General of the Covered Claim and the Joint Risk Management Committee's recommendation of defense counsel and the Attorney General shall designate defense counsel; provided, however, that such designation shall be subject to UAHN approval, such approval not to be unreasonably withheld.

(iii) UAHN and the Attorney General shall cooperate to appoint the defense counsel designated pursuant to these provisions.

3.4.3 Conflicts of Interest.

(a) The Parties recognize that the purpose of this Agreement is to standardize financial risks of these entities with respect to Covered Claims and that consolidation of defense is in their best interests. For these reasons, the Parties waive any conflict of interest due to the financial allocation of Costs.

(b) When a dispositive motion is appropriate to dismiss an individual defendant, the assigned Defense Counsel shall do this at the earliest possible opportunity.

(c) The Defense Counsel will determine if his or her representation of any individual defendant would be materially limited by that lawyer's responsibilities to another named defendant or to a third person, or the lawyer's own interest. If Defense Counsel determines that the representation would be materially limited, Defense Counsel shall not continue to represent the individual defense unless:

(i) the Defense Counsel reasonably believes the representation will not be adversely affected; and

(ii) the individual defendant's consent after consultation. When representation of multiple clients in a single matter is undertaken, the consultation shall include explanation of the implications of the common representation and the advantages and risks involved.

If the Defense Counsel or an individual defendant does not consent to continued joint representation, separate Defense Counsel shall be appointed pursuant to Section 3.4.2(b) and the additional Defense Costs apportioned in the manner designated by this Agreement.

(d) If either UAHN or the Attorney General believes that a conflict of interest exists in representing multiple defendants, but the assigned Defense Counsel and the individual defendants have consented to joint representation, UAHN or the Attorney General may assert the conflict of interest, after consultation with the Joint Risk Management Committee, assigned Defense Counsel and the individual defendant involved, but only under the following conditions:

(i) If UAHN asserts the conflict on behalf of an Attending Physician or UAHN Health Care Provider, then UAHN shall designate separate Defense Counsel for those individuals and the Defense Costs incurred by such Defense Counsel will be paid by UAHN, and not pursuant to the allocation set forth in this Agreement.

(ii) If the Attorney General asserts the conflict on behalf of a UA Fellow, Resident, or Medical Student, then the Attorney General shall designate separate Defense Counsel for the UA Fellow, Resident, or Medical Student and the Defense Costs incurred by such Defense Counsel will be paid by the State Risk Management, and not pursuant to the allocation set forth in this Agreement.

(iii) The indemnification provisions of Section 2.3.4 shall apply to the separate payment of Defense Counsel required by these provisions related to conflict of interest.

(e) Should more than one Defense Counsel be assigned to a Covered Claim, all efforts will be made to manage the Covered Claim in such a manner as to minimize conflict and expense. This could include the sharing of experts if possible, a joint defense agreement between the Parties so that appropriate information may be shared, and other appropriate cost saving measures.

(f) All provisions of this Agreement apply to a conflict claim including the financial split, the Joint Risk Management Committee functions, the day-to-day claims management, and the Joint Claims Committee function, except for the separate payment of Defense Counsel provided for in section 3.4.3(d).

3.5 Settlement of Claims.

3.5.1 Case Summary and Settlement Proposal. The Attorney General and UAHN, in conjunction with the Joint Claims Committee, shall determine the format for case summary and Settlement recommendations and the timeframes within which Defense Counsel must submit a case summary and Settlement recommendation to the Joint Claims Committee for consideration.

3.5.2 The Joint Claims Committee shall evaluate each case summary and Settlement recommendation and shall make a recommendation regarding settlement of the entire Covered Claim to UAHN, State Risk Management, the Attorney General, and JLBC, as appropriate and required pursuant to A.R.S. § 41-621(N) and JLBC Rule 14, or any successor Rule, as set forth in Attachment B to this Agreement.

(a) UAHN, State Risk Management and the Attorney General agree to make all reasonable efforts to act upon any Joint Claims Committee recommendation and advise UAHN of approval or disapproval of the State Risk Management Allocation for the proposed Settlement within fourteen (14) days from the date of receipt of the Joint Claims Committee recommendation.

(b) If UAHN, State Risk Management, the Attorney General or JLBC, as applicable, do not approve the Joint Claims Committee recommendation or otherwise do not agree on a Settlement recommendation for a Covered Claim, representatives of the three Parties and JLBC, as appropriate, and

Defense Counsel shall promptly confer to discuss the differences in their recommendations. If the dispute regarding the appropriate amount of Settlement authority cannot be resolved, the Joint Claims Committee shall be deemed to have authority, subject to JLBC approval if appropriate, to settle the Covered Claim at the lowest Settlement authority approved by all four entities. If the difference in Settlement authority recommended by the Joint Claims Committee, UAHN, State Risk Management, the Attorney General or JLBC varies by more than 25% of the highest Settlement authority approved, the Party approving the highest amount in Settlement authority may irrevocably tender its Allocation under its Settlement recommendation to the other appropriate Party or Parties, and the Party or Parties receiving the tendered Allocation will then be responsible for the full amount of any subsequent Settlement or Judgment not covered by Excess Coverage, without Allocation of Settlement as otherwise provided by this Agreement. This Section 3.5.2(b) shall have no effect on the Allocation of Defense Costs as otherwise provided in this Agreement. All Parties shall continue to cooperate in the defense of the case and with Excess Coverage carriers, if necessary.

(c) If approval by the JLBC is required pursuant to A.R.S. § 41-621(N), the Joint Claims Committee, UAHN, State Risk Management, and the Attorney General shall work cooperatively to secure such approval as promptly as possible. If approval by JLBC is required for any Covered Claim, the Joint Claims Committee, subject to the procedures set forth in Section 3.5.2(b), may only settle Covered Claims subject to JLBC approval.

(d) The Joint Claims Committee, UAHN, State Risk Management, and the Attorney General shall make all reasonable efforts to expedite the process for Covered Case Settlements as may be necessary.

(e) Disputes between Parties regarding this Settlement of Covered Claims shall be resolved pursuant to this Section 3.5.2 and shall not be subject to the Alternative Dispute Resolution provisions of this Agreement.

3.6 Evaluation of Concerns; Termination. The Parties agree that any issues related to this Agreement, including but not limited to, the handling of the appointment of Defense Counsel; the claims management and Settlement process; allocation of costs; and the handling of potential conflicts of interest are essential to the successful continuation of this Agreement. Therefore, any Party may request, on or after March 1 of any year under this Agreement that the Parties meet to discuss any potential concerns or problems with these issues. The Parties agree to meet in good faith to resolve concerns relating to these issues. Notwithstanding any other provisions of this Agreement regarding term or termination, in the event that any Party believes that the concerns regarding the handling of appointment of Defense Counsel, claims management and Settlement process and the handling of potential conflicts of interest have not been adequately resolved, that Party may terminate this Agreement upon providing written notice to all other Parties on or before May 31 of any year under this Agreement, and the termination will be effective as of 11:59 p.m. June 30 of the year in which notice was

given. Upon such termination, UAHN and State Risk Management shall be subject to the provisions of Section 6.3 regarding Obligations in the Event of Termination.

4. HEALTH CARE QUALITY IMPROVEMENT ACT/PHYSICIAN DATA BANK REPORTING REQUIREMENTS.

UAHN and State Risk Management shall cooperate in the making of reports to the National Practitioner Data Bank ("NPDB") as legally required pursuant to 42 U.S.C. § 11101 *et seq.* The Parties to this Agreement recognize that Attending Physicians have certain responsibilities for the supervision and oversight of clinical care provided by UA Fellows and Residents, and accordingly, to the extent permitted by law, reports to the NPDB shall reflect this. In the event that there is any dispute between the Parties to this Agreement or the individual physician defendants involved in a Covered Claim, as to the appropriate nature of the report to be filed by either UAHN or State Risk Management with the NPDB, the dispute shall be promptly submitted to the physician or expert consultant designated by the Joint Claims Committee for the purpose of recommending the allocation of responsibility to be reflected in the relevant report to the NPDB. The physician or expert consultant shall not be a UAHN, UPH or UMC employee. Representatives of UAHN and State Risk Management shall meet to confer regarding the consultant's report and recommendation and their obligations pursuant to 42 U.S.C. § 11101 *et seq.* Notwithstanding the foregoing, the Parties each retain their respective legal responsibility for the making of any required reports to the NPDB as to financial contribution made on behalf of their respective employees to settle or pay a judgment on a Covered Claim.

5. UAHN ADMINISTRATIVE FEE.

As part of the consideration to participate under this Agreement, the annual administrative fee paid by UAHN through UPH to the University of Arizona on behalf of UA shall be 4.25% of UAHN's responsibility for physician payroll for each year during the term of this Agreement.

6. TERM AND TERMINATION.

6.1 Term. This Agreement is effective July 1, 2012 and will be for a term of three (3) years unless otherwise terminated in accordance with Section 3.6, Section 6 or Section 9.4 of this Agreement. At the end of this three (3) year period, this Agreement may be renewed with the written consent of all Parties for additional three (3) year terms.

6.2 Termination for Cause. UAHN or State Risk Management, on behalf of itself or the Attorney General, may terminate this Agreement upon default by the other Party of the material terms and conditions of this Agreement. UAHN or State Risk Management shall provide sixty (60) days advance written notice of its intent to terminate and such notice shall include a summary of the default; the Agreement shall so

terminate unless the defaulting Party cures the stated default within thirty (30) days following receipt of the notice.

6.3 Obligations in the Event of Termination.

6.3.1 Reported Covered Claims. If this Agreement terminates, for any reason, including, but not limited to expiration of the term of this Agreement, all Covered Claims reported in writing to the Risk Management Committee as of the effective date of termination of this Agreement shall be handled, and all Costs relating to such Covered Claims shall be allocated, pursuant to the terms and conditions of this Agreement. The Parties to this Agreement shall remain bound by the terms and conditions of this Agreement pending final resolution and payment of all Costs relating to such Covered Claims.

6.3.2 Tail Coverage. If this Agreement terminates for any reason, including, but not limited to the expiration of the term of this Agreement, UAHN and State Risk Management agree to meet to decide whether to secure an extended reporting endorsement or "tail coverage" for the coverage of Covered Claims that arise out of acts or omissions after the Effective Date, and before the effective date of termination of this Agreement, but are not reported in writing to the Joint Risk Management Committee as of the effective date of termination of the Agreement, and the terms and conditions of such tail coverage.

7. DISPUTE RESOLUTION.

7.1 Alternative Dispute Resolution.

This Alternative Dispute Resolution process set forth in this Section 7 shall apply to any controversy, claim or dispute between the Parties arising out of or relating to this Agreement, except as otherwise expressly provided in this Agreement.

7.1.1 Negotiations. UAHN and State Risk Management, as well as the Attorney General, agree to attempt in good faith to resolve any controversy, claim or dispute arising out of or relating to this Agreement promptly by negotiations between representatives of the Parties. If a controversy, claim or dispute should arise, the Parties' designated representatives agree to meet at least once and will attempt to resolve the matter. Any of these designated representatives may request the other affected Parties to meet within fourteen days at a mutually agreed time and place.

If the matter has not been resolved within thirty days of the meeting of the representatives, the Parties agree to attempt in good faith to resolve the controversy or claim.

7.1.2 Arbitration Procedures. If the dispute cannot be resolved through informal negotiation, the controversy or dispute shall be submitted to arbitration

in Tucson, Arizona, and for this purpose the Parties expressly consent to arbitration in such place. If the Parties cannot mutually agree upon an arbitrator to settle their dispute or controversy, UAHN and State Risk Management will each select one arbitrator and the two so selected will select a third arbitrator. The decision of the majority of the arbitrators will be binding upon all Parties for all purposes, and judgment to enforce any such binding decision may be entered in Superior Court, Pima County, Arizona. For this purpose each Party expressly and irrevocably consents to the jurisdiction of that court. If either UAHN or State Risk Management fails to select an arbitrator within fifteen (15) days after written demand from the other to do so, or if the two arbitrators selected fail to select a third arbitrator within fifteen (15) days after the last of such selected arbitrators is appointed, then the current Presiding Civil Judge of Pima County Superior Court will select such other arbitrator(s) or at the election of the UAHN or State Risk Management, such other arbitrator(s) will be selected pursuant to the then-existing rules and regulations of the American Arbitration Association governing commercial transactions. The arbitrator(s) shall conduct all proceedings pursuant to the Uniform Arbitration Act as adopted in the State of Arizona. At the request of either UAHN or State Risk Management, arbitration proceedings will be confidential to the extent permitted by law. The arbitrator(s) will apply Arizona law and follow the rule of law. The Parties further agree to divide the costs of any such arbitration equally.

7.1.3 Injunctive Relief. Except as otherwise expressly provided in this Agreement, the procedures specified in this Section 7 will be the sole and exclusive procedures for the resolution of disputes between the Parties arising out of or relating to this Agreement; provided, however, that a Party may seek a preliminary injunction or other preliminary judicial relief or interim equitable relief if in its judgment such action is necessary to avoid irreparable damage. Despite such action, the Parties agree to continue to participate in good faith in the procedures specified in this Section. All applicable statutes of limitation will be tolled for ninety (90) days while the procedures specified in this Section are pending. The Parties agree to take such action, if any, required to effectuate such tolling.

7.2 Attorney's Fees. Any Party to dispute resolution pursuant to this Section 7 shall be responsible for its own attorney's fees and costs relating to any dispute resolution effort.

8. ACCESS TO RECORDS.

8.1 Claims Administration and Risk Management Records. UAHN shall be responsible for maintaining all records and information relating to the Claims Administration and Risk Management Program, set forth under this Agreement and as otherwise required by law ("Claims Information"). UAHN shall take all reasonable steps to maintain the confidentiality and privilege applicable to this Claims Information.

8.2 Communication with State Risk Management. UAHN and State Risk Management shall establish a method for sharing appropriate Claims Information as

needed for the Claims Administration and Risk Management Program activities set forth under Section 3; provided, however, that the sharing of Claims Information shall be subject to the confidentiality and privilege applicable to the Claims Information and all affected participants shall preserve such confidentiality and privilege to the extent allowed by law.

8.3 Business Records. UAHN and State Risk Management shall maintain such financial and business records as required to perform their obligations under this Agreement and as otherwise required by law ("Business Records"). Upon reasonable request by UAHN or State Risk Management, the requesting Party shall have access to the other Party's Business Records during normal business hours, for the sole purposes of confirming compliance with this Agreement.

9. ADDITIONAL PROVISIONS.

9.1 Nondiscrimination. The Parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-discrimination and Immigration.

9.2 Conflict of Interest. This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511 regarding conflict of interest.

9.3 Governing Law. This Agreement shall be governed by the laws of the State of Arizona and all terms and provisions of this Agreement shall be construed in accordance with the laws of the State of Arizona.

9.4 Assignment. Neither this Agreement, nor any right under it may be assigned, transferred or otherwise conveyed by any Party to this Agreement without the advance written approval of the other Parties to this Agreement. However, if UAHN is a party to a merger, acquisition or similar affiliation, UAHN may assign its rights and obligations under this Agreement to the surviving or affiliated entity, provided that UAHN gives State Risk Management forty-five (45) days advance notice of such action and subject to approval by State Risk Management on behalf of itself, and the Attorney General, such approval not to be unreasonably withheld. In the event that State Risk Management does not approve the assignment of this Agreement, State Risk Management shall provide written notice to UAHN of its disapproval and the reasons thereof. The written notice from State Risk Management to UAHN shall serve as notice of termination of the Agreement and this Agreement shall terminate on the effective date of the merger, acquisition, or similar affiliation of UAHN. Upon such termination, UAHN and State Risk Management shall be subject to the provisions of Section 6.3 regarding Obligations in the Event of Termination.

9.5 Notices. Any and all notices required to be given pursuant to this Agreement shall be given by United States mail, postage prepaid, return receipt requested, to the following addresses:

For UAHN:	The University of Arizona Health Network, Inc. Attn: Chief Executive Officer 1501 N. Campbell Avenue Tucson, Arizona 85724
For State Risk Management:	Arizona State Risk Management Attn: Risk Manager 1818 West Adams Phoenix, AZ 85004
with a copy to:	The University of Arizona Attn: General Counsel Administration Building, Room 103 Tucson, AZ 85721
For the Attorney General, State of Arizona:	Office of the Attorney General Attn: Attorney General 1275 West Washington Phoenix, AZ 85007
with a copy to:	Office of the Attorney General Attn: Section Chief Liability Management Section 1275 West Washington Phoenix, AZ 85007

9.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

9.7 Waiver. Waiver by any Party of defective performance of any provision of this Agreement shall not be construed as a waiver of either the right to performance or the express conditions which have been created in this Agreement.

9.8 Entire Understanding. This Agreement supersedes all previous agreements between the Parties with respect to the subject matter hereof, including, without limitation, that certain Risk Allocation Agreement by and between State Risk Management and UPH dated July 1, 1996 and its three subsequent amendments ("Risk Allocation Agreement of 1996"), and constitutes the entire agreement between the Parties with respect to the subject matter hereof, except for any and all claims currently open and/or reported as of the Effective Date of this Agreement. In such event, the Risk Allocation Agreement of 1996 shall apply to each and every one of those claims prior to the Effective Date of this Agreement. No change, amendments or alterations shall be effective unless in writing and duly executed by all Parties to this Agreement.

State of Arizona Risk Management Division

By _____
Its Risk Manager
Date 8/17/12

The University of Arizona Health Network, Inc.
By _____
Its CFO
Date 8/7/12

University Physicians Healthcare
By _____
Its CFO
Date 8/7/12

University Medical Center Corporation
By _____
Its CFO
Date 8/7/12

Office of the Attorney General, State of Arizona
By _____
Its Section Chief Counsel, CMS
Date Aug. 24, 2012

The Arizona Board of Regents, for and on behalf of the University of Arizona and the University of Arizona College of Medicine, as an entity insured through State Risk Management subject to this Agreement, consents to and agrees to be bound by all terms, conditions and obligations of this Agreement.

Arizona Board of Regents, on behalf of the University of Arizona, and the University of Arizona College of Medicine

By _____
Its President
Date 7.16.12

AMENDED AND RESTATED MEDICAL MALPRACTICE RISK ALLOCATION AGREEMENT

This Amended and Restated Medical Malpractice Risk Allocation Agreement (the "Agreement"), is entered into and is effective as of February 28, 2015 (the "Merger Date"), by and between the State of Arizona through its Attorney General and its Department of Administration Risk Management Section, respectively (collectively, the "State"), Banner Health ("Banner"), an Arizona nonprofit corporation and the successor by merger to The University of Arizona Health Network, Inc. ("UAHN"), Banner—University Medical Group ("B—UMG"), an Arizona nonprofit corporation formerly known as "University Physicians Healthcare", Banner—University Medical Center Tucson Campus, LLC ("B—UMCT"), an Arizona limited liability company and the successor by merger to University Medical Center Corporation ("UMC"), and Banner—University Medical Center South Campus, LLC ("B—UMCS"), an Arizona limited liability company and the successor to B—UMG as the lessee of Banner—University Medical Center South Campus (formerly known as "The University of Arizona Medical Center—South Campus") (the State, Banner, B—UMG, B—UMCT, B—UMCS are collectively referred to as the "Parties").

RECITALS

1. The University of Arizona ("UA") operates the University of Arizona College of Medicine-Tucson (as well as a separate College of Medicine campus in Phoenix, which is not part of this Agreement). The UA is governed by the Arizona Board of Regents ("Board of Regents"). Part of the mission of the UA, through the College of Medicine, is to provide and further medical education and training for medical students ("Medical Students"). In furtherance of this mission, the Board of Regents employs physicians as members of the UA faculty at its Tucson campus. UA also sponsors residency and fellowship programs and employs resident physicians ("UA Residents") and fellows ("UA Fellows") as part of these programs. Throughout this Agreement, "UA" shall include the University of Arizona, the University of Arizona College of Medicine-Tucson and the Board of Regents, and any obligation or consent of one shall be binding upon the others.

2. Effective as of July 1, 2012 (the "Original Effective Date"), UAHN, the State, B—UMG (which was then known as University Physicians Healthcare),and UMC entered into a Medical Malpractice Risk Allocation Agreement (the "Original Agreement") in order to provide a mechanism for the coordinated defense and allocation of costs relating to medical malpractice claims and resulting liability arising out of the health care service activities within the scope of employment and/or educational activities of Attending Physicians, UA Health Care Providers, and UA Fellows, Residents, and Medical Students supervised by Attending Physicians and/or Contracted Physicians (as such terms are defined above or below).

3. Effective as of the Merger Date, UAHN merged into Banner, UMC merged into B—UMCT and became a subsidiary of Banner, the name of University

Physicians Healthcare was changed to Banner—University Medical Group and the corporation became a subsidiary of Banner, B—UMCS, also a subsidiary of Banner, assumed the leasehold interest of B—UMG and became the operator of Banner—University Medical Center South Campus, and physicians and other healthcare providers who had been employed by UMC or UAHN became employees of Banner. Simultaneously, Banner and UA entered into a long-term Academic Affiliation Agreement (the "AAA"), dated as of February 28, 2015, pursuant to which, among other things, Banner became the primary academic affiliate of UA and the dual employment of faculty physicians of the University of Arizona College of Medicine—Tucson was terminated and all faculty physicians who were previously dually employed became employees exclusively of UA, and certain faculty physicians who were previously employed exclusively by B—UMG continue to employed exclusively by B--UMG.

4. Pursuant to the AAA, B—UMG continues to be the faculty practice plan for UA. B—UMG and UA each employ physicians who are faculty members with faculty titles or appointments at UA and provide clinical services through B—UMG (hereinafter, "Practice Plan Physicians"). Banner also employs physicians who are not Practice Plan Physicians, as well as certain Banner Health Care Providers as defined in Section 6 below.

5. B—UMG and Banner also contract, as needed, with community physicians (i.e., are not employed by Banner, B—UMG or UA) to provide coverage of specific services/departments who may supervise UA Fellows, Residents and Medical Students in the course of providing clinical care pursuant to such contracts (hereinafter "Contract Physicians"). Contract Physicians are responsible for providing their own malpractice coverage and nothing in this Agreement shall be construed to establish a duty as to the Parties, or any of them, to defend or to provide coverage for Contract Physicians.

6. "Attending Physicians" includes Practice Plan Physicians, as well as B--UMG-employed or Banner-employed physicians whose activities prior to July 1, 2015 are covered by Academic Insurance Funding Ltd. ("AIFL"), a Cayman Islands insurance company and a subsidiary of Banner. "Banner Health Care Providers" includes individuals other than physicians who are employed by Banner, B—UMG, B—UMCT or B--UMCS to perform activities in the provision of health care services that are covered by AIFL.

7. In furtherance of the respective missions of UA and Banner, Attending Physicians, Banner Health Care Providers, and UA Fellows, Residents, and Medical Students acting under the supervision of Attending Physicians or Contract Physicians provide health care services to patients. From time to time, this activity gives rise to medical malpractice claims against one or more of the following: UA, the State of Arizona, the Board of Regents, UAHN, Banner, B—UMG, UMC, B—UMCT, B—UMCS, Attending Physicians, Banner Health Care Providers, and UA Fellows, Residents, and Medical Students supervised by Attending Physicians and/or Contract Physicians.

8. Pursuant to A.R.S. § 41-621 *et seq.*, the State of Arizona Department of Administration Risk Management Section ("State Risk Management") is responsible for providing and managing insurance coverage against loss for UA and its employees for medical malpractice claims incurred in the course and scope of employment by UA, and for its students in the scope of their educational activities. The Office of the Attorney General, State of Arizona ("Attorney General") provides legal defense to State of Arizona employees and students pursuant to the provisions of A.R.S. § 41-621 *et seq.*

9. The Parties to this Agreement wish to amend and restate the Original Agreement in order to continue the mechanism created by the Original Agreement for the coordinated defense and allocation of costs relating to medical malpractice claims and resulting liability arising out of the health care service activities within the scope of employment and/or educational activities of Attending Physicians, Banner Health Care Providers, and UA Fellows, Residents, and Medical Students supervised by Attending Physicians and/or Contracted Physicians for Covered Claims reported before July 1, 2015, and to provide for the coverage of Covered Claims that arise out of acts or omissions that occur after the Original Effective Date and before July 1, 2015, but are not reported in writing to the Joint Risk Management Committee before July 1, 2015.

THEREFORE, the Parties agree as follows:

1. CLAIMS ALLOCATION PROGRAM.

1.1 Financial Allocation. State Risk Management and Banner shall allocate between themselves the full cost of all medical malpractice claims and resulting liability defined under Section 1.2 below. Costs shall be determined as set forth in Section 2. UAHN shall be responsible for payment of 83% of all such costs ("Banner Allocation") and State Risk Management shall be responsible for 17% of all such costs ("State Risk Management Allocation").

1.2 Covered Claims. This Agreement shall apply to all medical malpractice claims and resulting liability against UA, the State of Arizona, the Board of Regents, UAHN, Banner, B—UMG, UMC, B—UMCT, B—UMCS, Attending Physicians, and Banner Health Care Providers, as well as UA Fellows, Residents and Medical Students supervised by Attending Physicians and/or Contract Physicians. All such medical malpractice claims and resulting liability will be referred to herein as "Covered Claims," provided that such Covered Claims shall not include: (a) any claims reported or open prior to the Original Effective Date; or (b) any claims that arise out of acts or omissions before the effective date of termination of this Agreement, but are not reported in writing to the Joint Risk Management Committee as of the effective date of termination of this Agreement, except as otherwise provided in Section 6.3 below. Any claims reported and/or open prior to the Original Effective Date shall be governed by the Risk Allocation Agreement of 1996 and the amendments thereto.

1.3 Self-Insured Retention. Annually, by June 1, the Parties shall agree on the self-insured retention limits for any individual Covered Claim.

1.3.1 Banner obligations relating to funding of its self-insured retention. For the Original Term of this Agreement, Banner shall:

(a) provide State Risk Management each year with an annual audited financial statement for Caduceus and AIFL (or similar mechanism), such statements to be provided on or before October 31 following the end of the UAHN fiscal year.

(b) record estimated liabilities for its portion of the self-insured retention based upon annual actuarial reports with a confidence level of at least 50%.

1.4 Excess Coverage. Annually, by June 1, Banner and State Risk Management shall jointly agree on the amount of excess insurance to be purchased from insurance carriers for any individual Covered Claim, including Defense Costs, per Section 2.1.1.

1.5 Total Program Limits: Annually, by June 1, Banner and State Risk Management shall jointly agree on the total program coverage limits.

1.6 Changes in Limits of Liability: All changes in limits of liability for coverages set forth in Section 1.3, 1.4 and 1.5 above shall comply with the requirements of the Medical Services Plan of 1985 between University Physicians Healthcare and the Board of Regents, or any successor agreement. All such changes shall be effective on the first day of any coverage year under this Agreement. All dollar amounts for coverage shall be adjusted to reflect the agreed upon allocation of 83% Banner and 17% State Risk Management.

2. ASSESSMENT AND REIMBURSEMENT OF COSTS.

2.1 Costs Subject to Allocation. Costs subject to allocation under this Agreement shall include:

2.1.1 Defense Costs. Legal fees and costs incurred by attorneys appointed to provide legal services relating to Covered Claims, the cost of consultants and experts secured for the purposes of assessing and defending Covered Claims, court fees, transcription costs and all other reasonable expenses relating to the assessment and defense of Covered Claims ("Defense Costs").

2.1.2 Settlements and Judgments. The amount of any and all Settlements and Judgments incurred as a result of Covered Claims, not covered by Excess Coverage under Section 1.4.

2.1.3 Insurance Costs. The cost of any Excess Coverage purchased from third-party carriers pursuant to Section 1.4 for the joint coverage of State Risk Management and Banner.

2.2 Costs Relating to Claims Administration and Risk Management. Banner shall be solely responsible for the costs Banner incurs in operating and managing the Claims Administration and Risk Management program set forth in Section 3. State Risk Management shall be solely responsible for the costs State Risk Management, or any entity represented by State Risk Management, incurs in participating in the Claims Administration and Risk Management program set forth in Section 3.

2.3 Determination and Payment of Costs.

2.3.1 Defense Costs.

(a) *Payment.* Upon receipt of invoices from third parties for Defense Costs, and subject to the audit procedures of Section 2.3.1(b), Banner shall forward to State Risk Management all such invoices and statements setting forth the State Risk Management Allocation for such Defense Costs. Banner and State Risk Management shall pay third parties directly for their respective allocations for Defense Costs within thirty (30) days of receipt by State Risk Management of the invoice and statement. Banner and State Risk Management shall provide each other with notice of their payment.

(b) *Audit.* Banner and the Attorney General, in consultation with Risk Management Committee, shall establish the guidelines for defense counsel and case management pursuant to the provisions of Section 3, including, but not limited to, requirements relating to allowable Defense Costs. Banner shall establish, in consultation with State Risk Management, a procedure for auditing Defense Costs for compliance with these guidelines ("Audit Procedures"). Banner shall audit Defense Costs in accord with the Auditing Procedures before forwarding to State Risk Management invoices from third parties for Defense Costs. State Risk Management may independently audit Defense Costs, but no such audit by State Risk Management shall relieve State Risk Management or Banner of their obligation to make prompt payment of Defense Costs pursuant to Section 2.3.1, absent their mutual agreement to withhold payment.

2.3.2 Settlement and Judgment Costs.

(a) Subject to the procedures for Settlement under Section 3.5, as applicable, if the State Risk Management Allocation for a Settlement or Judgment does not require approval by the Joint Legislative Budget Committee ("JLBC") pursuant to A.R.S. § 41-621 and related rules, Banner shall make full payment for such Settlement or Judgment to the appropriate Party under the terms of the Settlement or Judgment and promptly shall provide State Risk Management with a statement of such Settlement or Judgment setting forth the State Risk Management Allocation for such Settlement or Judgment. State Risk Management shall pay Banner for the State Risk

Management Allocation for such Settlement or Judgment within thirty (30) days of receipt of the statement. Payments made after thirty (30) days shall be subject to interest at the rate for interest on judgments against the State provided for in A.R.S. § 41-622 (F).

(b) Subject to the procedures for Settlement under Section 3.5, as applicable, if the State Risk Management Allocation for a Settlement or Judgment requires approval by the JLBC subject to A.R.S. § 41-621(N) and related rules, State Risk Management shall be responsible to directly pay the State Risk Management Allocation to the appropriate Party under the terms of the Settlement or Judgment, and Banner shall be responsible to directly pay the Banner Allocation to the appropriate Party under the terms of the Settlement or Judgment, promptly upon receipt of JLBC approval of the State Risk Management Allocation for the Settlement or Judgment.

2.3.3. Excess Coverage. Banner shall make payment for Excess Coverage, as required by Excess Coverage carriers, subject to reimbursement by State Risk Management. Upon any payment for Excess Coverage, Banner shall promptly forward to State Risk Management a statement setting forth the State Risk Management Allocation for the applicable Excess Coverage payment. State Risk Management shall reimburse Banner for the State Risk Management Allocation for such Excess Coverage payment within thirty (30) days of receipt of such statement by State Risk Management. Payments to Banner made after thirty (30) days shall be subject to interest at the rate provided for interest on judgments against the State provided in A.R.S. § 41-622(F).

2.3.4. Separate Liability for Covered Costs; Indemnification Relating to Third Party Claims for Costs. Notwithstanding any provisions in this Agreement for advance payments by Banner of Covered Costs, Banner and State Risk Management shall be solely and separately liable for payment of their respective allocations for all Covered Costs. Banner shall indemnify and hold harmless State Risk Management, its employees and agents, from any claims, lawsuits, losses, liability costs, and attorney fees, arising from Banner's failure to timely and fully pay the Banner Allocation of Covered Costs. State Risk Management shall indemnify and hold harmless Banner, its employees and agents, from any claims, lawsuits, losses, liability costs, and attorney fees, arising from State Risk Management's failure to timely and fully pay the State Risk Management Allocation of Covered Costs.

3. CLAIMS ADMINISTRATION AND RISK MANAGEMENT PROGRAM.

In partial consideration of its share of Allocated Costs, Banner shall operate a Claims Administration and Risk Management Program for Covered Claims, shall be responsible for the day-to-day operation of such programs, and shall have representation on applicable committees and authority in Claims Administration and Risk Management activities commensurate with its assumption of the Banner Allocated Costs. State Risk Management, UA and the Attorney General shall participate in these activities as set forth below.

3.1 Joint Risk Management Committee. Banner shall operate a Joint Risk Management Committee that shall meet regularly for the purpose of identifying and resolving issues relating to risk management services for Banner and UA activities in the provision of health care services, the handling and defense of Covered Claims, the appointment of defense counsel as set forth in Section 3.4, the identification and resolution of related issues that may give rise to Covered Claims and loss prevention activities. The Joint Risk Management Committee shall include representatives of B—UMG, as determined by Banner. State Risk Management shall appoint up to two (2) representatives to serve as members of this Joint Risk Management Committee and to participate regularly with the Committee in its activities. In addition, UA shall appoint one (1) representative to participate with the Committee in its activities.

3.2 Joint Claims Committee. Banner shall operate a Joint Claims Committee which shall meet regularly for the purpose of reviewing Covered Claims and determining the appropriate disposition of such Covered Claims, including decisions relating to the defense, settlement and litigation of Covered Claims, subject to the provisions of this Section 3. The Joint Claims Committee shall include up to twelve (12) representatives of B--UMG and Banner, five to be voting members, as determined by Banner. The Committee shall also include one (1) representative appointed by State Risk Management, one (1) representative appointed by the Attorney General, and one (1) representative appointed by UA. Each voting B—UMG and Banner representative and the State Risk Management representative shall have a single vote on matters coming before the Committee; all other representatives shall participate in Committee activities without vote. Decisions to contribute to the settlement of a Covered Claim may be made without Joint Claims Committee review when the allocated settlement amount is within the independent settlement authority of B—UMG, Banner and/or State Risk Management, as applicable.

3.3 Claims Administration and Risk Management Procedures. Banner shall establish procedures, in conjunction with the Joint Risk Management Committee and Joint Claims Committee for the handling of Covered Claims, including, but not limited to, routine risk management activities, loss prevention activities, the review and investigation of Covered Claims, the appointment of defense counsel, the process for securing ongoing reports and assessments from defense counsel, the securing of expert witnesses and consultants and related defense requirements; provided, however, that any such procedures shall be consistent with the provisions of this Agreement.

3.4 Appointment of Counsel. The Parties establish the following procedures for the appointment of counsel pursuant to the provisions of A.R.S. § 41-621(M).

3.4.1 Guidelines for Defense Counsel and Case Management. Banner and the Attorney General, in consultation with the Risk Management Committee, shall establish written guidelines for defense counsel and case management. Defense counsel shall be required to comply with these guidelines.

3.4.2 Process for Appointment of Counsel.

(a) On an annual basis, the Attorney General shall solicit bids and enter into contracts pursuant to the applicable provisions of the Arizona Procurement Code, A.R.S. § 41-2501 *et seq.*, with defense counsel who will then be eligible to defend medical malpractice cases pursuant to A.R.S. § 41-621(M). Before soliciting such bids, the Attorney General and Banner shall confer regarding the anticipated need for defense counsel for Covered Claims in the next year.

(b) The Joint Risk Management Committee shall review Covered Claims to determine whether the appointment of defense counsel is appropriate and make recommendations for defense counsel. The Joint Risk Management Committee recommendation for counsel for a Covered Claim shall be subject to the following rotation. This rotation shall not apply to Covered Claims subject to Section 3.4.3 except as expressly otherwise provided.

(i) For four consecutive Covered Claims, Banner, upon consideration of the Joint Risk Management Committee's recommendation, shall designate defense counsel; provided, however, that such designation shall be subject to the Attorney General's approval, such approval not to be unreasonably withheld.

(ii) For every fifth Covered Claim, Banner shall advise the Attorney General of the Covered Claim and the Joint Risk Management Committee's recommendation of defense counsel and the Attorney General shall designate defense counsel; provided, however, that such designation shall be subject to Banner approval, such approval not to be unreasonably withheld.

(iii) Banner and the Attorney General shall cooperate to appoint the defense counsel designated pursuant to these provisions.

3.4.3 Conflicts of Interest.

a. The Parties recognize that the purpose of this Agreement is to standardize financial risks of these entities with respect to Covered Claims and that consolidation of defense is in their best interests. For these reasons, the Parties waive any conflict of interest due to the financial allocation of Costs.

b. When a dispositive motion is appropriate to dismiss an individual defendant, the assigned Defense Counsel shall do this at the earliest possible opportunity.

c. The Defense Counsel will determine if his or her representation of any individual defendant would be materially limited by that lawyer's responsibilities to another named defendant or to a third person, or the lawyer's own interest. If Defense Counsel determines that the representation would be materially limited, Defense Counsel shall not continue to represent the individual defense unless:

(i) the Defense Counsel reasonably believes the representation will not be adversely affected; and

(ii) the individual defendant's consent after consultation. When representation of multiple clients in a single matter is undertaken, the consultation shall include explanation of the implications of the common representation and the advantages and risks involved.

If the Defense Counsel or an individual defendant does not consent to continued joint representation, separate Defense Counsel shall be appointed pursuant to Section 3.4.2(b) and the additional Defense Costs apportioned in the manner designated by this Agreement.

d. If either Banner or the Attorney General believes that a conflict of interest exists in representing multiple defendants, but the assigned Defense Counsel and the individual defendants have consented to joint representation, Banner or the Attorney General may assert the conflict of interest, after consultation with the Joint Risk Management Committee, assigned Defense Counsel and the individual defendant involved, but only under the following conditions:

(i) If Banner asserts the conflict on behalf of an Attending Physician or Banner Health Care Provider, then Banner shall designate separate Defense Counsel for those individuals and the Defense Costs incurred by such Defense Counsel will be paid by Banner, and not pursuant to the allocation set forth in this Agreement.

(ii) If the Attorney General asserts the conflict on behalf of a UA Fellow, Resident, or Medical Student, then the Attorney General shall designate separate Defense Counsel for the UA Fellow, Resident, or Medical Student and the Defense Costs incurred by such Defense Counsel will be paid by the State Risk Management, and not pursuant to the allocation set forth in this Agreement.

(iii) The indemnification provisions of Section 2.3.4 shall apply to the separate payment of Defense Counsel required by these provisions related to conflict of interest.

e. Should more than one Defense Counsel be assigned to a Covered Claim, all efforts will be made to manage the Covered Claim in such a manner as to minimize conflict and expense. This could include the sharing of experts if possible, a joint defense agreement between the Parties so that appropriate information may be shared, and other appropriate cost saving measures.

f. All provisions of this Agreement apply to a conflict claim including the financial split, the Joint Risk Management Committee functions, the

day-to-day claims management, and the Joint Claims Committee function, except for the separate payment of Defense Counsel provided for in section 3.4.3(d).

3.5 Settlement of Claims.

3.5.1 Case Summary and Settlement Proposal. The Attorney General and Banner, in conjunction with the Joint Claims Committee, shall determine the format for case summary and Settlement recommendations and the timeframes within which Defense Counsel must submit a case summary and Settlement recommendation to the Joint Claims Committee for consideration.

3.5.2 The Joint Claims Committee shall evaluate each case summary and Settlement recommendation and shall make a recommendation regarding settlement of the entire Covered Claim to Banner, State Risk Management, the Attorney General, and JLBC, as appropriate and required pursuant to A.R.S. § 41-621(N) and JLBC Rule 14, or any successor Rule, as set forth in Attachment B to this Agreement.

(a) Banner, State Risk Management and the Attorney General agree to make all reasonable efforts to act upon any Joint Claims Committee recommendation and advise Banner of approval or disapproval of the State Risk Management Allocation for the proposed Settlement within fourteen (14) days from the date of receipt of the Joint Claims Committee recommendation.

(b) If Banner, State Risk Management, the Attorney General or JLBC, as applicable, do not approve the Joint Claims Committee recommendation or otherwise do not agree on a Settlement recommendation for a Covered Claim, representatives of the three Parties and JLBC, as appropriate, and Defense Counsel shall promptly confer to discuss the differences in their recommendations. If the dispute regarding the appropriate amount of Settlement authority cannot be resolved, the Joint Claims Committee shall be deemed to have authority, subject to JLBC approval if appropriate, to settle the Covered Claim at the lowest Settlement authority approved by all four entities. If the difference in Settlement authority recommended by the Joint Claims Committee, Banner, State Risk Management, the Attorney General or JLBC varies by more than 25% of the highest Settlement authority approved, the Party approving the highest amount in Settlement authority may irrevocably tender its Allocation under its Settlement recommendation to the other appropriate Party or Parties, and the Party or Parties receiving the tendered Allocation will then be responsible for the full amount of any subsequent Settlement or Judgment not covered by Excess Coverage, without Allocation of Settlement as otherwise provided by this Agreement. This Section 3.5.2(b) shall have no effect on the Allocation of Defense Costs as otherwise provided in this Agreement. All Parties shall continue to cooperate in the defense of the case and with Excess Coverage carriers, if necessary.

(c) If approval by the JLBC is required pursuant to A.R.S. § 41-621(N), the Joint Claims Committee, Banner, State Risk Management, and the Attorney General shall work cooperatively to secure such approval as promptly as

possible. If approval by JLBC is required for any Covered Claim, the Joint Claims Committee, subject to the procedures set forth in Section 3.5.2(b), may only settle Covered Claims subject to JLBC approval.

(d) The Joint Claims Committee, Banner, State Risk Management, and the Attorney General shall make all reasonable efforts to expedite the process for Covered Case Settlements as may be necessary.

(e) Disputes between Parties regarding this Settlement of Covered Claims shall be resolved pursuant to this Section 3.5.2 and shall not be subject to the Alternative Dispute Resolution provisions of this Agreement.

3.6 Evaluation of Concerns; Termination. The Parties agree that any issues related to this Agreement, including but not limited to, the handling of the appointment of Defense Counsel; the claims management and Settlement process; allocation of costs; and the handling of potential conflicts of interest are essential to the successful continuation of this Agreement. Therefore, any Party may request, on or after March 1 of any year under this Agreement that the Parties meet to discuss any potential concerns or problems with these issues. The Parties agree to meet in good faith to resolve concerns relating to these issues. Notwithstanding any other provisions of this Agreement regarding term or termination, in the event that any Party believes that the concerns regarding the handling of appointment of Defense Counsel, claims management and Settlement process and the handling of potential conflicts of interest have not been adequately resolved, that Party may terminate this Agreement upon providing written notice to all other Parties on or before May 31 of any year under this Agreement, and the termination will be effective as of 11:59 p.m. June 30 of the year in which notice was given. Upon such termination, Banner and State Risk Management shall be subject to the provisions of Section 6.3 regarding Obligations in the Event of Termination.

4. HEALTH CARE QUALITY IMPROVEMENT ACT/PHYSICIAN DATA BANK REPORTING REQUIREMENTS.

Banner and State Risk Management shall cooperate in the making of reports to the National Practitioner Data Bank ("NPDB") as legally required pursuant to 42 U.S.C. § 11101 *et seq.* The Parties to this Agreement recognize that Attending Physicians have certain responsibilities for the supervision and oversight of clinical care provided by UA Fellows and Residents, and accordingly, to the extent permitted by law, reports to the NPDB shall reflect this. In the event that there is any dispute between the Parties to this Agreement or the individual physician defendants involved in a Covered Claim, as to the appropriate nature of the report to be filed by either Banner or State Risk Management with the NPDB, the dispute shall be promptly submitted to the physician or expert consultant designated by the Joint Claims Committee for the purpose of recommending the allocation of responsibility to be reflected in the relevant report to the NPDB. The physician or expert consultant shall not be an employee of Banner, B—UMG, or any other Banner affiliate. Representatives of Banner and State Risk Management shall meet to confer regarding the consultant's report and recommendation

and their obligations pursuant to 42 U.S.C. § 11101 *et seq.* Notwithstanding the foregoing, the Parties each retain their respective legal responsibility for the making of any required reports to the NPDB as to financial contribution made on behalf of their respective employees to settle or pay a judgment on a Covered Claim.

5. [INTENTIONALLY DELETED]

6. TERM AND TERMINATION.

6.1 Term. This Agreement is effective July 1, 2012 and will be for a term of three (3) years unless otherwise terminated in accordance with Section 3.6, Section 6 or Section 9.4 of this Agreement (the period from July 1, 2012 until termination is referred to as the "Original Term"). At the end of this three (3) year period, this Agreement may be renewed with the written consent of all Parties for additional three (3) year terms.

6.2 Termination for Cause. Banner or State Risk Management, on behalf of itself or the Attorney General, may terminate this Agreement upon default by the other Party of the material terms and conditions of this Agreement. Banner or State Risk Management shall provide sixty (60) days advance written notice of its intent to terminate and such notice shall include a summary of the default; the Agreement shall so terminate unless the defaulting Party cures the stated default within thirty (30) days following receipt of the notice.

6.3 Obligations in the Event of Termination.

6.3.1 Reported Covered Claims. If this Agreement terminates, for any reason, including, but not limited to expiration of the term of this Agreement, all Covered Claims reported in writing to the Risk Management Committee as of the effective date of termination of this Agreement shall be handled, and all Costs relating to such Covered Claims shall be allocated, pursuant to the terms and conditions of this Agreement. The Parties to this Agreement shall remain bound by the terms and conditions of this Agreement pending final resolution and payment of all Costs relating to such Covered Claims.

6.3.2 Post-Termination Coverage. If this Agreement terminates for any reason, including, but not limited to the expiration of the Original Term of this Agreement, Banner and State Risk Management shall each continue to provide or arrange for coverage of claims that arise out of acts or omissions after the Original Effective Date and before the effective date of termination (the "Claims Termination Date") but are not yet reported in writing to the Joint Risk Management Committee before the Claims Termination Date. Each party may provide such coverage in whatever form it deems appropriate including, without limitation, by means of an extended reporting endorsement or "tail coverage", but such coverage shall provide for the 83% Banner Allocation and 17% State Risk Allocation as set forth in Section 1.1. Unless otherwise agreed in writing by State Risk Management and Banner, such continued coverage shall continue until the

sixth anniversary of the Claims Termination Date, with the coverage limits that were in effect immediately prior to the Claims Termination Date, and claims covered by such continued coverage shall be administered and otherwise managed under this Agreement as Covered Claims. For any claims that arise of out of acts or omissions that occurred after the Original Effective Date and before the Claims Termination Date (and which would have been Covered Claims if reported prior to Claims Termination Date) but are not reported in writing prior to the sixth anniversary of the Claims Termination Date ("Late Claims"), State Risk Management and Banner shall mutually indemnify each other for the cost of such claims and resultant liability so that Banner shall bear 83% of such cost and resultant liability, and State Risk Management shall bear 17% of such cost and resultant liability. Banner and State Risk Management shall work cooperatively in good faith with respect to the selection of defense counsel and management of such Late Claims.

7. DISPUTE RESOLUTION.

7.1 Alternative Dispute Resolution.

This Alternative Dispute Resolution process set forth in this Section 7 shall apply to any controversy, claim or dispute between the Parties arising out of or relating to this Agreement, except as otherwise expressly provided in this Agreement.

7.1.1 Negotiations. Banner and State Risk Management, as well as the Attorney General, agree to attempt in good faith to resolve any controversy, claim or dispute arising out of or relating to this Agreement promptly by negotiations between representatives of the Parties. If a controversy, claim or dispute should arise, the Parties' designated representatives agree to meet at least once and will attempt to resolve the matter. Any of these designated representatives may request the other affected Parties to meet within fourteen days at a mutually agreed time and place.

If the matter has not been resolved within thirty days of the meeting of the representatives, the Parties agree to attempt in good faith to resolve the controversy or claim.

7.1.2 Arbitration Procedures. If the dispute cannot be resolved through informal negotiation, the controversy or dispute shall be submitted to arbitration in Tucson, Arizona, and for this purpose the Parties expressly consent to arbitration in such place. If the Parties cannot mutually agree upon an arbitrator to settle their dispute or controversy, Banner and State Risk Management will each select one arbitrator and the two so selected will select a third arbitrator. The decision of the majority of the arbitrators will be binding upon all Parties for all purposes, and judgment to enforce any such binding decision may be entered in Superior Court, Pima County, Arizona. For this purpose each Party expressly and irrevocably consents to the jurisdiction of that court. If either Banner or State Risk Management fails to select an arbitrator within fifteen (15) days after written demand from the other to do so, or if the two arbitrators selected fail to

select a third arbitrator within fifteen (15) days after the last of such selected arbitrators is appointed, then the current Presiding Civil Judge of Pima County Superior Court will select such other arbitrator(s) or at the election of the Banner or State Risk Management, such other arbitrator(s) will be selected pursuant to the then-existing rules and regulations of the American Arbitration Association governing commercial transactions. The arbitrator(s) shall conduct all proceedings pursuant to the Uniform Arbitration Act as adopted in the State of Arizona. At the request of either Banner or State Risk Management, arbitration proceedings will be confidential to the extent permitted by law. The arbitrator(s) will apply Arizona law and follow the rule of law. The Parties further agree to divide the costs of any such arbitration equally.

7.1.3 Injunctive Relief. Except as otherwise expressly provided in this Agreement, the procedures specified in this Section 7 will be the sole and exclusive procedures for the resolution of disputes between the Parties arising out of or relating to this Agreement; provided, however, that a Party may seek a preliminary injunction or other preliminary judicial relief or interim equitable relief if in its judgment such action is necessary to avoid irreparable damage. Despite such action, the Parties agree to continue to participate in good faith in the procedures specified in this Section. All applicable statutes of limitation will be tolled for ninety (90) days while the procedures specified in this Section are pending. The Parties agree to take such action, if any, required to effectuate such tolling.

7.2 Attorney's Fees. Any Party to dispute resolution pursuant to this Section 7 shall be responsible for its own attorney's fees and costs relating to any dispute resolution effort.

8. ACCESS TO RECORDS.

8.1 Claims Administration and Risk Management Records. Banner shall be responsible for maintaining all records and information relating to the Claims Administration and Risk Management Program, set forth under this Agreement and as otherwise required by law ("Claims Information"). Banner shall take all reasonable steps to maintain the confidentiality and privilege applicable to this Claims Information.

8.2 Communication with State Risk Management. Banner and State Risk Management shall establish a method for sharing appropriate Claims Information as needed for the Claims Administration and Risk Management Program activities set forth under Section 3; provided, however, that the sharing of Claims Information shall be subject to the confidentiality and privilege applicable to the Claims Information and all affected participants shall preserve such confidentiality and privilege to the extent allowed by law.

8.3 Business Records. Banner and State Risk Management shall maintain such financial and business records as required to perform their obligations under this Agreement and as otherwise required by law ("Business Records"). Upon reasonable request by Banner or State Risk Management, the requesting Party shall have

access to the other Party's Business Records during normal business hours, for the sole purposes of confirming compliance with this Agreement.

9. ADDITIONAL PROVISIONS.

9.1 Nondiscrimination. The Parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-discrimination and Immigration.

9.2 Conflict of Interest. This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511 regarding conflict of interest.

9.3 Governing Law. This Agreement shall be governed by the laws of the State of Arizona and all terms and provisions of this Agreement shall be construed in accordance with the laws of the State of Arizona.

9.4 Assignment. Neither this Agreement, nor any right under it may be assigned, transferred or otherwise conveyed by any Party to this Agreement without the advance written approval of the other Parties to this Agreement. However, if Banner is a party to a merger, acquisition or similar affiliation, Banner may assign its rights and obligations under this Agreement to the surviving or affiliated entity, provided that Banner gives State Risk Management forty-five (45) days advance notice of such action and subject to approval by State Risk Management on behalf of itself, and the Attorney General, such approval not to be unreasonably withheld. In the event that State Risk Management does not approve the assignment of this Agreement, State Risk Management shall provide written notice to Banner of its disapproval and the reasons thereof. The written notice from State Risk Management to Banner shall serve as notice of termination of the Agreement and this Agreement shall terminate on the effective date of the merger, acquisition, or similar affiliation of Banner. Upon such termination, Banner and State Risk Management shall be subject to the provisions of Section 6.3 regarding Obligations in the Event of Termination.

9.5 Notices. Any and all notices required to be given pursuant to this Agreement shall be given by United States mail, postage prepaid, return receipt requested, to the following addresses:

For Banner: Banner Health
Attn: Vice President, Business Health
1441 N. 12th Street
Phoenix, Arizona 85006

With a copy to: Banner Health
Attn: Senior Vice President/General Counsel
1441 N. 12th Street
Phoenix, Arizona 85006

For State Risk Management: Arizona State Risk Management
Attn: Risk Manager
1818 West Adams
Phoenix, AZ 85004

with a copy to: The University of Arizona
Attn: General Counsel
Administration Building, Room 103
Tucson, AZ 85721

For the Attorney General,
State of Arizona: Office of the Attorney General
Attn: Attorney General
1275 West Washington
Phoenix, AZ 85007

with a copy to: Office of the Attorney General
Attn: Section Chief Liability Management Section
1275 West Washington
Phoenix, AZ 85007

9.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

9.7 Waiver. Waiver by any Party of defective performance of any provision of this Agreement shall not be construed as a waiver of either the right to performance or the express conditions which have been created in this Agreement.

9.8 Entire Understanding. This Agreement, supersedes all previous agreements between the Parties with respect to the subject matter hereof, including, without limitation, that certain Risk Allocation Agreement by and between State Risk Management and UPH dated July 1, 1996 and its three subsequent amendments ("Risk Allocation Agreement of 1996"), and constitutes the entire agreement between the Parties with respect to the subject matter hereof, except for any and all claims currently open and/or reported as of the Original Effective Date. In such event, the Risk Allocation Agreement of 1996 shall apply to each and every one of those claims prior to the Original Effective Date. All Covered Claims reported on or after the Original Effective Date shall be governed by this Agreement, which amends and restates the Original Agreement in its entirety. No change, amendments or alterations shall be effective unless in writing and duly executed by all Parties to this Agreement.

State of Arizona Risk Management Division

By _____

Its State Risk Manager

Date_____

Banner Health
By _____
Its _____
Date_____

Banner—University Medical Group (fka University Physicians Healthcare)
By _____
Its _____
Date_____

Banner—University Medical Center Tucson Campus, LLC
By _____
Its _____
Date_____

Banner—University Medical Center South Campus, LLC
By _____
Its _____
Date_____

Office of the Attorney General, State of Arizona
By _____
Its Chief Counsel CMS
Date 3-31-2015

The Arizona Board of Regents, for and on behalf of the University of Arizona and the University of Arizona College of Medicine, as an entity insured through State Risk Management subject to this Agreement, consents to and agrees to be bound by all terms, conditions and obligations of this Agreement.

Arizona Board of Regents, on behalf of
The University of Arizona, and the
University of Arizona College of Medicine

By _____
Its PRESIDENT
Date 04.13.2015

Date_____

Banner Health
By _____ David Bixby
Its SVP/General Counsel
Date 4/7/15

Banner—University Medical Group (fka University Physicians Healthcare)
By _____
Its _____
Date_____

Banner—University Medical Center Tucson Campus, LLC
By _____
Its _____
Date_____

Banner—University Medical Center South Campus, LLC
By _____
Its _____
Date_____

Office of the Attorney General, State of Arizona
By _____
Its Chief Counsel CMS
Date 3-31-2015

The Arizona Board of Regents, for and on behalf of the University of Arizona and the University of Arizona College of Medicine, as an entity insured through State Risk Management subject to this Agreement, consents to and agrees to be bound by all terms, conditions and obligations of this Agreement.

Arizona Board of Regents, on behalf of
The University of Arizona, and the
University of Arizona College of Medicine

By _____
Its _____
Date _____

Date_____

Banner Health
By _____
Its _____
Date_____

Banner—University Medical Group (fka University Physicians Healthcare)
By _____ KRUPP
Its _____ CEO
Date 4/10/15

Banner—University Medical Center Tucson Campus, LLC
By _____
Its _____
Date_____

Banner—University Medical Center South Campus, LLC
By _____
Its _____
Date_____

Office of the Attorney General, State of Arizona
By _____
Its Chief Counsel CMS
Date 3-31-2015

The Arizona Board of Regents, for and on behalf of the University of Arizona and the University of Arizona College of Medicine, as an entity insured through State Risk Management subject to this Agreement, consents to and agrees to be bound by all terms, conditions and obligations of this Agreement.

Arizona Board of Regents, on behalf of
The University of Arizona, and the
University of Arizona College of Medicine

By _____
Its _____
Date _____

Date

Banner Health
By
Its
Date

Banner—University Medical Group (fka University Physicians Healthcare)
By
Its
Date

Banner—University Medical Center Tucson Campus, LLC
By Tom Paulson
Its CEO
Date 4-7-15

Banner—University Medical Center South Campus, LLC
By Tom Paulson
Its CEO
Date 4-7-15

Office of the Attorney General, State of Arizona
By
Its Chief Counsel CMS
Date 3-31-2015

The Arizona Board of Regents, for and on behalf of the University of Arizona and the University of Arizona College of Medicine, as an entity insured through State Risk Management subject to this Agreement, consents to and agrees to be bound by all terms, conditions and obligations of this Agreement.

Arizona Board of Regents, on behalf of
The University of Arizona, and the
University of Arizona College of Medicine

By
Its
Date

Exhibit 10

BANNER INDEMNITY, LTD.
(Hereinafter referred to as "Company")

Caribbean Plaza, 2nd Fl., North Bldg.
878 West Bay Road
P.O. Box 1159
Grand Cayman KY1-1102
Cayman Islands

INTEGRATED RISK LIABILITY POLICY

DECLARATIONS

Item I.	First Named Insured and Representative for the Insureds:	Banner Health 2901 N. Central Avenue Phoenix, AZ 85012
Item II.	Named Insureds:	See Schedule of Named Insureds on file with the Company
Item III.	Coverage Period:	July 1, 2015 12:01 AM ("Inception Date") to July 1, 2016 12:01 AM ("Expiration Date") at the address shown above.
Item IV.	Policy Number:	INTEG 2015
Item V.	Limits of Liability:	
Part I.	Health Care Professional Liability and Managed Care Liability	$15,000,000 Each Loss
Part II.	Commercial General Liability	$10,000,000 Each Loss $10,000,000 Annual Aggregate
Item VI.	Retroactive Dates:	As defined in the policy
Item VII.	Premium:	

IN WITNESS WHEREOF, this Policy has been made, entered into and executed by the undersigned in Grand Cayman, Cayman Islands, effective July 1, 2015.

Authorized Representative

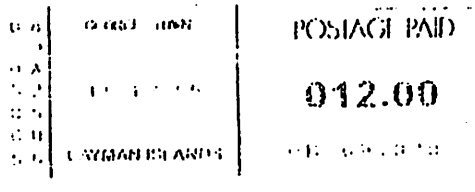

Exhibit 11

STATE OF ARIZONA)
COUNTY OF PIMA) ss. DECLARATION

I, MICHELE TOMÁS, hereby state under penalty of perjury, that the following information is true and correct to the best of my knowledge, information, and belief:

1. I am a Senior Claims Adjuster in the Property and Liability Section, Risk Management Division of the Arizona Department of Administration.

2. One of my job responsibilities on behalf of the State of Arizona has been to act as the adjuster for medical malpractice claims arising from clinical practice at the Banner-University Medical Center Tucson Campus, subject to the Medical Malpractice Risk Allocation Agreement ("MMRAA") between the State and Banner Health.

3. After July 1, 2015, the MMRAA is no longer in effect and Banner has assumed all responsibility for medical malpractice claims arising from clinical practice at the Banner-University Medical Center Tucson Campus, including to indemnify resident and fellow physicians for clinical activities.

4. The State of Arizona does not have a Self-Insured Retention for medical malpractice claims arising from clinical practice at Banner-University Medical Center Tucson Campus.

Executed this 7th day of August, 2018 in Tucson, Arizona.

MICHELE TOMAS

7222129

Exhibit 12

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF PIMA

JEREMY AND KIMBERLY HARRIS,	)	
Plaintiffs,	)	
vs.	)	No. C20174589
BANNER UNIVERSITY MEDICAL CENTER TUCSON CAMPUS, LLC, an Arizona Corporation dba BANNER UNIVERSITY MEDICAL CENTER TUCSON; GEETHA GOPALAKRISHNAN, M.D.; MARIE L. OLSON, M.D.; EMILY NICOLE LAWSON, D.O.; PARVANA AMELIA HARTENSTEIN, M.D.; MARCOS ANDRES TERAN, M.D.; JEFF C. HOEHNER, M.D.; DEMITRIO J. CAMARENA, M.D.; PRAKASH JOEL MATHEW, M.D.; JASON THOMAS ANDERSON, M.D.; SARAH MOHAMED DESOKY, M.D.; ARIZONA PEDIATRIC SURGERY AND UROLOGY, LTD; BANNER HEALTH; BANNER UNIVERSITY MEDICAL GROUP; JOHN AND JANE DOES 1 THROUGH 50; ABC PARTNERSHIPS 1-5; and XYZ CORPORATIONS 1-5,	)	
Defendants.	)	

DEPOSITION OF STEVEN CRAIG HOLLAND

August 27, 2018
Tucson, Arizona
1:56 p.m.

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2
3
4
5
6
7
8 Reported by:
Julianne Roesly, RPR, CR, CSR
9 CR #50302 (AZ), CSR #7756 (CA)
10
---
11 KATHY FINK & ASSOCIATES
2819 East 22nd Street
12 Tucson, Arizona 85713
520.624.8644
13
14
15
16
17
18
19
20
21
22
23
24
25

1 APPEARANCES:

2 FOR THE PLAINTIFFS:

3 LAW OFFICES OF ARLAN A. COHEN
BY: ARLAN A. COHEN, M.D., J.D.
4 1008 South Oakland Avenue
Pasadena, California 91106
5

6 FOR THE DEFENDANTS BANNER-UMC TUCSON CAMPUS, ET AL.:

7 SLATTERY PETERSEN, PLLC
BY: GINA MARIE SLATTERY, ESQ.
8 5981 East Grant Road, Suite 101
Tucson, California 85712
9

10 FOR THE DEFENDANTS JEFF C. HOEHNER, M.D. and ARIZONA
PEDIATRIC SURGERY AND UROLOGY, LTD:
11
SLUTES, SAKRISON & ROGERS, P.C.
12 BY: KATHLEEN M. ROGERS, ESQ.
4801 East Broadway, Suite 301
13 Tucson, Arizona 85711

14
FOR THE DEPONENT:
15
OFFICE OF THE ATTORNEY GENERAL, STATE OF ARIZONA
16 BY: ROBERT R. MCCRIGHT, ESQ.
416 West Congress, 2nd Floor
17 Tucson, Arizona 85701

18
ALSO PRESENT: Jeremy Harris
19 Elizabeth Miller

20

21

22

23

24

25

1 BE IT REMEMBERED that pursuant to notice of
2 taking deposition in the above-styled and numbered
3 cause, the deposition of STEVEN CRAIG HOLLAND, was taken
4 upon oral examination, at the offices of JoJene Mills,
5 1670 East River Road, Suite 270, in the city of Tucson,
6 state of Arizona, before JULIANNE ROESLY, RPR, CR, CSR,
7 a certified court reporter in and for the State of
8 Arizona, on the 27th day of August, 2018, commencing at
9 the hour of 1:56 p.m. in a certain cause now pending
10 before the Superior Court of Pima County, Arizona.
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2 E-mail from Elizabeth W. Miller to Arlan 13
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17 3 Risk Allocation Agreements 20
18 4 Ruling, dated 2-5-09 34
19 5 Letter from Joe G.N. "Skip" Garcia, M.D., Interim Dean, College of 35
20 Medicine, Senior Vice President for Heal Sciences Arizona Health Sciences
21 Center, to Dr. Giles Becker, dated 2-5-15
22
6 Letter from Joe G.N. "Skip" Garcia, 42
23 M.D., Interim Dean, College of Medicine, Senior Vice President for
24 Health Sciences, Arizona Health Sciences Center, to Dr. Sarah Desoky,
25 dated 2-5-15

1 7 Amended and Restated Medical 44
Malpractice Risk Allocation Agreement,
2 dated 2-27-15
3 8 A.R.S. 23-902 entitled, "Employers 48
subject to chapter; exceptions,
4 Effective: July 1, 2015
5 9 Excerpt from Affiliation Agreement 52
6 10 Excerpt from the Academic and Clinical 52
Services Agreement By and Between The
7 Arizona Board of Regents on Behalf of
The University of Arizona and
8 Banner-University Medical Group, dated
2-28-15
9
11 Excerpt from the Academic Affiliation 52
10 Agreement Between Banner Health and
The Arizona Board of Regents on Behalf
11 of The University of Arizona, dated
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13 Group document
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1 STEVEN CRAIG HOLLAND,
2 called as a witness herein, having been first duly
3 sworn, was examined and testified as follows:
4 EXAMINATION
5 BY MR. COHEN:
6 **Q. State and spell your full name for the record,**
7 **sir.**
8 A. Steven Craig Holland, S-t-e-v-e-n C-r-a-i-g
9 H-o-l-l-a-n-d.
10 **Q. Mr. Holland, are you a lawyer?**
11 A. No.
12 **Q. Have you given any depositions in the past?**
13 A. Yes.
14 **Q. Okay. You probably know all this, but let me**
15 **remind you that the oath you just took is the same you**
16 **would take if you were sworn in as a witness at trial,**
17 **so your answers are testimony being given under penalty**
18 **of perjury.**
19 **If you don't hear or understand a question I**
20 **ask, it happens, just let me know. I'll be glad to**
21 **repeat it or clarify it so you have heard and understood**
22 **it. If you don't tell me there's a problem, I'll assume**
23 **you've heard and understood the question and your**
24 **response is, in fact, your response to the question I**
25 **asked.**

1 If you want a break at any time, let me know.
2 You can have it. You don't have to give a reason.
3 When we're done, you'll be able to review this
4 and make any changes you feel are needed to make the
5 transcript accurate, but I or any other attorney can
6 comment on changes, if they're material, and it's
7 possible it could impact your credibility. So it's best
8 that you give your best testimony up front today.
9 It's important we try to speak separately. I
10 have a tendency to jump in with the next question. I
11 apologize in advance, but I'll do my best to avoid it.
12 And in return, please let me finish my full question,
13 even if you are absolutely certain you know where I'm
14 going.
15 Are we okay so far?
16 A. Okay.
17 Q. Okay. What exactly do you do for a living,
18 Mr. Holland?
19 A. I'm the chief risk officer for the University
20 of Arizona.
21 Q. And can you give me some idea what -- what that
22 entails.
23 A. I manage a department that coordinates
24 environmental health and safety functions for the
25 University, as well as insurance coverage through the

1 State of Arizona.
2 Q. And so you're involved in one way or another at
3 watching -- watching over and being knowledgeable about
4 any medical malpractice insurance that the University
5 needs as regards its faculty members rendering of
6 clinical care; true?
7 A. Yes.
8 Q. You're also involved in determining and
9 understanding the amount of self-insured reserve the
10 University may keep; true?
11 A. Yes.
12 (Exhibit 1 marked for identification.)
13 BY MR. COHEN:
14 Q. Okay. All right. Let me show you what will be
15 Exhibit Number 1, which is a Declaration that I was
16 sent. I believe you may have seen it, but if not, here
17 it is.
18 MR. COHEN: Do you guys have this already?
19 MS. ROGERS: Yes.
20 MS. SLATTERY: Yes.
21 BY MR. COHEN:
22 Q. I have before me a Declaration signed by
23 Michele Tomas. Is this the first time you've seen it?
24 A. No.
25 Q. Make sure you take a look at it. I want to

1 know from you as the chief risk officer for the
2 University of Arizona, is everything stated in this
3 Declaration, to your understanding, accurate and true?
4 A. Yes.
5 Q. Okay. What is a self-insured reserve, let me
6 ask, a self-insured retention or self-insured reserve,
7 sometimes abbreviated as SIR?
8 A. Well, you need to clarify which one, reserve or
9 retention.
10 Q. Okay. Well, let me put it a little bit more
11 generally.
12 Are there times when an entity which may be
13 sued and may be liable and have to pay for a particular
14 activity, budgets and sets aside an amount of money in
15 advance for possible liability it may be held
16 accountable for?
17 A. Yes.
18 Q. What do you call that? Which of those two do
19 you call such a set-aside?
20 A. If there are actual dollars set aside, like in
21 a bank account, that's a reserve.
22 Q. Oh, I see.
23 A. If it's an operational decision to absorb
24 losses up to a certain level, that's a retention.
25 Q. Okay. And each of these has meaning and is

1 necessary only if, in fact, there is a possibility that
2 liability for the particular action we're talking about
3 may result in having that entity having to pay out
4 money; true?
5 A. Say that once again.
6 Q. There's no point having a self-insured reserve
7 or self- -- self-insured retention to cover the
8 possibility of having to pay money out if there's -- for
9 an activity in which there is no possibility of having
10 to pay money out; fair?
11 A. Fair.
12 Q. Okay. Okay. Now, I'm going to get a little
13 bit more into Risk Allocation Agreements.
14 How long have you been at your present
15 position, Mr. Holland?
16 A. With my current title or with the U of A?
17 Q. Both.
18 A. I've been with the U of A for 36 years.
19 Q. Okay.
20 A. And I've had my current title since 2017.
21 Q. Okay. And what -- what was your positions,
22 say, at least going back to 2015, maybe even -- well,
23 you know what, let me hear. Give me your -- your -- the
24 story of your success from the beginning with the
25 University of Arizona on, please.

1 A. I started as an industrial hygienist conducting
2 workplace health and safety assessments, and moved into
3 a health safety officer position. I was appointed the
4 acting director of the department in 1987 and became the
5 permanent director of Risk Management and Safety in
6 1988. And then I was promoted to assistant vice
7 president for Risk Management, I don't remember the
8 exact year, but -- and then that was changed to chief
9 risk officer a few years ago.
10 Q. Okay. So you've been an insider in the
11 negotiation of the various agreements between the
12 University of Arizona Medical School, for example, and
13 certain nongovernmental groups that were formed at the
14 behest of the University, like University Physicians
15 Health; true?
16 MR. MCCRIGHT: Object to the form.
17 BY MR. COHEN:
18 Q. Okay.
19 A. Some of them.
20 Q. Okay. And you've been -- have you been -- are
21 you knowledgeable about the nature of the Risk
22 Allocation Agreements or Joint Risk Allocation
23 Agreements that have been in effect over the years going
24 back to the '80s or '90s between --
25 A. Yes.

1 Q. Okay. All right. We're going to get to some
2 specifics, but we'll make Exhibit 2, which I believe,
3 Counsel, you also have, is an E-mail from Ms. Miller.
4 (Exhibit 2 marked for identification.)
5 MR. COHEN: Do you guys have it?
6 MS. ROGERS: Let me see.
7 BY MR. COHEN:
8 Q. Is -- is this -- are the contents of this
9 particular E-mail, also, to your understanding,
10 accurate?
11 MR. MCCRIGHT: I'll object to the foundation of
12 the question.
13 BY MR. COHEN:
14 Q. Well, tell me if there's anything addressed in
15 that particular E-mail that you feel is not something
16 that's within your knowledge, given your position at the
17 University.
18 A. I'm not familiar with the credentialing process
19 used by Banner Healthcare, but the first paragraph is
20 correct.
21 Q. Okay. Fair enough. That will be fine.
22 MR. COHEN: And whenever you're done, Katie,
23 I'd like it back.
24 BY MR. COHEN:
25 Q. Okay. Now, can you tell me what self-insured

1 reserve or residual the University of Arizona kept prior
2 to July 1st, 2015.
3 A. None.
4 Q. None?
5 A. Correct.
6 Q. Now, was this true going back no matter how
7 many years?
8 A. Yes.
9 Q. How did -- there were Cost Allocation
10 Agreements between the University after either
11 University -- UPH or UAHN or similar organizations for
12 the better part of -- of what, three decades, before the
13 July -- July 1st, 2015, date; true?
14 A. The first one was in 1996.
15 Q. Okay. Describe -- I have these, so -- okay.
16 Before we get to that even, you are familiar
17 with the Affiliation Agreements that were signed between
18 Banner and the University of Arizona and the Board of
19 Regents in February of 2015, end of February?
20 A. Not intimately.
21 Q. Okay.
22 A. I've seen the document.
23 Q. Okay. Well, there's actually at least three
24 documents, are there not? There's an Affiliation
25 Agreement between the University and ABOR and

1 Banner Health, another one between those entities and
2 Banner-University Medical Group, and there's a Master
3 Purchase Agreement between those -- among those
4 entities; true? Correct?
5 A. The only one I'm familiar with is the Academic
6 Affiliation Agreement.
7 Q. Okay. But with whom and between whom? Who are
8 the parties to the agreement with which you're familiar?
9 Again, I'm saying this -- I'm not trying to
10 trick you.
11 A. No.
12 Q. I'm just saying that I have in possession,
13 having received from the University, an Affiliation
14 Agreement with Banner Health, a different Affiliation
15 Agreement with different terms from Banner-University
16 Medical Group, and a third agreement called a Master
17 Purchase Agreement.
18 Are you familiar with each of those three
19 documents or not?
20 A. No.
21 Q. No, okay.
22 All right. Now, over the years -- what are the
23 organizations that have over the years, since the '80s,
24 had Cost or Risk Allocation Agreements with the
25 University? At one point it was University Physicians

1 Health, UPH; correct?
2 A. The University was not a party to those
3 agreements.
4 Q. Well, who was a party to them with UPH?
5 A. UPH and -- and the Arizona Department of
6 Administration.
7 Q. Okay. And was the Arizona Department of
8 Administration the vehicle that budgeted for and -- and
9 oversaw protection of the University from malpractice
10 liability?
11 A. Yes.
12 Q. Okay. Okay. So you guys knew who was paying
13 for malpractice insurance for your faculty members; yes?
14 A. Yes.
15 Q. You knew what the deductibles were going to be
16 imposed in these particular insurance policies; yes?
17 A. Yes.
18 Q. You knew which insurers were going to be used
19 to provide that insurance; correct?
20 A. Yes.
21 Q. And the Allocation Agreements, however, am I
22 correct in the saying that the -- that they were
23 entities which were responsible for providing the
24 malpractice insurance for faculty members when they did
25 clinical care, not aca- -- let's backtrack.

1 Can we understand together a conceptual
2 difference between teaching and research which the
3 University and others have defined as academic care,
4 academic employment, and the rendering of clinical care,
5 meaning actually giving medical care to patients? Do
6 you understand that distinction?
7 A. Yes.
8 Q. And medical malpractice insurance that relates
9 to clinical care, is it not a fact that in multiple Cost
10 and Risk Allocation Agreements over the years, the
11 outside entity, for want of a better term, UPH or UAHN
12 or one of the other alphabet organizations, bought the
13 insurance and was responsible for the defense and the
14 payment of awards or settlements, but there was -- the
15 Allocation Agreement said that the University or the
16 Board of Regents, correct me, had to pay a certain
17 percentage of that?
18 A. ADOA paid the percentage.
19 Q. Oh.
20 A. Not the Board of Regents.
21 Q. ADOA, okay.
22 And ADOA stands, again, for what?
23 A. The Arizona Department of Administration.
24 Q. Okay. That's a government entity?
25 A. Yes.

1 Q. UPH or -- it was not a government entity, was
2 it?
3 A. Correct.
4 Q. Banner Health is not a government entity; true?
5 A. Correct.
6 Q. Banner-University Medical Center and
7 Banner-University Medical Group are not government
8 entities; true?
9 A. That's how I understand it, correct.
10 Q. Okay. And over the years before the merger, to
11 describe the relationship in potential liability for
12 malpractice related to clinical care and only clinical
13 care rendered by faculty members at the University, is
14 it not so that the outside nongovernmental entity was
15 responsible for paying for the malpractice insurance and
16 dealing with the claims, but either the University or
17 a -- or the Department of Administration was responsible
18 for paying a certain percentage of those costs, all of
19 this being the central feature of the Risk Allocation
20 Agreements?
21 A. Yes.
22 Q. Okay. And as of February 28th, 2015, the date
23 of the merger with Banner, there was, at that point, if
24 we look five seconds before it was signed and became
25 effective, a Risk Allocation Agreement very much like

1 what had -- at least in form, as to what had been in
2 effect since the 1980s. But something had to change at
3 the time of the merger because one of the contracting
4 entities, UAHN, UPH, whatever, which was becoming
5 Banner-University Medical Group, one of the contracting
6 entities no longer existed, so some new contractual
7 agreement had to be entered into to cover the remainder
8 of the period of that Allocation Agreement between 2012
9 and 2015?
10 MR. MCCRIGHT: Object to form.
11 MS. SLATTERY: Join.
12 BY MR. COHEN:
13 Q. It is crummy form, but if you can answer it, go
14 ahead. I just need the information.
15 A. There was a question in there somewhere; right?
16 Q. Well, there was -- well, it's coming up.
17 Sometimes -- sometimes you have to clear up what's at
18 the top before you get to what's at the bottom. If
19 you're a lawyer, you understand that, or dealing with
20 lawyers as you do.
21 So there was a series of Allocation Agreements
22 which said the outside nongovernmental entity is
23 responsible for malpractice insurance coverage,
24 assessing liability, seeing if it should be settled,
25 settling if it should be, paying the award or

1 settlement, but your department, by agreement, had to
2 pay a percentage, and there were a series of such
3 agreements; true?
4 A. Yes.
5 Q. And the last such agreement before the merger
6 was supposed to have a term of three years ending
7 June 30th of 2015; right?
8 A. I'm not sure which agreement you're referring
9 to.
10 Q. Well, I guess I'm going to go right to -- and
11 it will be a big one, unfortunately, but we'll make
12 Exhibit 2 all the Cost Allocation Agreements that you
13 have been -- that the University has been kind enough to
14 send along.
15 Let me see. Is this the first page? All
16 right. This is Exhibit 2, is it, or Exhibit 3?
17 MS. ROGERS: 3.
18 MR. COHEN: Okay.
19 (Exhibit 3 marked for identification.)
20 BY MR. COHEN:
21 Q. Okay. Now, I didn't expect you to have to go
22 through all of this stuff, nonetheless --
23 MR. COHEN: Mr. McCright, if you want to look
24 at it.
25 / / /

1 BY MR. COHEN:
2 Q. This is, I will represent, it's more than what
3 was sent to me in response to our subpoena, and let's
4 take a minute and go through it to clarify what it's
5 for.
6 The first one goes back to -- the first one I
7 have goes back to 1996 between Arizona -- The State of
8 Arizona, Department of Administration and Risk
9 Management Section and University Physicians. In that
10 one, University Physicians was the outside
11 nongovernmental entity part of this; correct? And the
12 Department of Administration Risk Management was the
13 State part of it; true?
14 A. Yes.
15 Q. And this -- this set out, as we have described,
16 the responsibilities we've already confirmed, that -- in
17 terms of evaluating cases, seeing if they needed to be
18 settled, getting them settled, paying awards or
19 settlements -- I'll get into those, so don't worry about
20 it.
21 A. Okay.
22 Q. What this first agreement said, as we have
23 said, the University or the Department of
24 Administration, the governmental half of this agreement,
25 promised to pay to the nongovernmental half a certain

1 fraction of the costs of dealing with medical -- medical
2 malpractice litigation ranging from evaluation to
3 settlement to awards; true?
4 A. I'm not sure the payments were directly to UPH.
5 I think it was a cost-sharing arrangement.
6 Q. Okay. But in the end, the University or the
7 State understood that it had an obligation to pay to
8 this nongovernmental entity a certain fraction of the
9 costs of med mal defense in litigation; true?
10 A. To pay a portion. Again, I don't know if they
11 were paid directly to or to the service providers, like
12 the defense counsel or -- it could have been either way.
13 Q. Okay. But if there was a pile of money that
14 had to be paid for the defense side to deal with
15 accusations of malpractice against Government employees,
16 faculty members, the -- the review of the cases, the
17 analysis of the cases, the decision whether they should
18 be settled or tried, the trying of them, eventual
19 payment of awards or settlement were made from a package
20 of money of which one -- a negotiated percentage came
21 from a government entity?
22 A. That's correct.
23 Q. Okay. And over the years -- we have the first
24 one dated 1996. I think if you go in about this far,
25 you get --

1 MR. COHEN: It may be just as well, with your
2 permission, to show him, rather than to look through it.
3 MR. MCCRIGHT: That's fine.
4 BY MR. COHEN:
5 Q. Here's the next one that starts in 1999 after
6 the 1996 one has expired. And -- and then, if I may, I
7 think here's the next one that begins. We have some
8 renewals in 2000, and then we have something beginning
9 in 2006, at the top, as you can see --
10 A. Uh-huh.
11 Q. -- all the Risk Allocation Agreements. And
12 here is a copy of the -- first pages of the copy of the
13 one in 2012 with a three-year term ending June 30th,
14 2015.
15 A. Yes.
16 Q. So is this all familiar to you?
17 A. Yes.
18 Q. So right through the -- up to the time of the
19 merger, there had been a series of agreements in which a
20 nongovernmental entity assumed certain basic functions
21 of medical malpractice defense, including -- and, again,
22 forgive me for being redundant -- including analysis of
23 the validity of the case, analysis of whether it should
24 be settled and tried, trying it, and paying awards or
25 settlements. That was in the hands of a nongovernmental

1 **entity and the governmental entity agreed to pay a**
2 **percentage of the money that had to be paid out to**
3 **accomplish that task; fair?**
4 A. I don't think it's completely accurate
5 because --
6 **Q. Okay.**
7 A. -- that suggests that it was not a joint
8 process, that the management of claims was a joint
9 process with the percentages fixed in the agreement.
10 **Q. Okay. And so is it your -- is it your**
11 **testimony that prior to the 20- -- prior to 2015, the**
12 **University actually went to -- went to court with its**
13 **own lawyers rather than have the nongovernmental entity**
14 **hire defense lawyers?**
15 A. No, that's not my statement.
16 **Q. Okay. The University -- is it your -- well,**
17 **let me put it this way: Is it your contention that**
18 **anything other than saying, I'm being sued, take care of**
19 **it, we'll pay our percentage, was done as regards**
20 **medical malpractice lawsuits of faculty members for the**
21 **rendition of clinical care prior to 2015?**
22 MR. MCCRIGHT: Object to form.
23 THE WITNESS: Yes.
24 BY MR. COHEN:
25 **Q. Please explain. What did it do? What part did**

1 **the -- did any government entity have to do with, let's**
2 **say number one, actually defending the case at trial?**
3 A. Well --
4 **Q. Let's take -- let's take it a part at a time.**
5 **What part did any government entity to do --**
6 **have to do with trying the case?**
7 A. They were sometimes involved in selection of
8 counsel. There was a process for allocating the
9 selection of counsel.
10 **Q. Okay. There is no process for selection of**
11 **counsel now. It's all Banner's responsibility; true?**
12 A. Yes.
13 **Q. Okay. What other responsibilities did the**
14 **University have? Let -- let me say -- let me sort of**
15 **structure this in a way that may get us a little bit**
16 **quicker to where we've got to go.**
17 **I'm concerned about when a lawsuit is filed**
18 **against a government -- somebody who is asserted to be a**
19 **government employee performing within the scope of their**
20 **employment.**
21 **Prior to the merger, given the nature of these**
22 **Risk Allocation Agreements, what part prior to the**
23 **merger did the University or the -- your department have**
24 **in deciding whether or not a case should be settled, or**
25 **was that left to attorneys designated for the defense?**

1 A. There is a -- there was, at the time, a Joint
2 Case Evaluation Committee and a Joint Claims Committee
3 that included representation from the nongovernmental
4 entities, as well as the Attorney General's Office and
5 the University of Arizona.
6 **Q. Okay. And that is no longer in operation since**
7 **July 15, 2015, is it sir?**
8 A. I'm not sure. I'm not involved with it, but
9 I'm not sure if they're still in process or not.
10 **Q. Have you read the Affiliation Agreement to show**
11 **exactly what the process is when a claim is made?**
12 A. I have.
13 **Q. Okay. Are you aware that as of not just**
14 **July 1st, but as of February 28th, 2015, all malpractice**
15 **insurance for any faculty member at the University for**
16 **their clinical work at Banner-University Medical Center**
17 **was purchased at the sole expense and cost of Banner**
18 **with no contribution from any State entity?**
19 A. Yes.
20 **Q. Are you aware that the insurer was chosen by**
21 **Banner?**
22 A. Yes.
23 **Q. Are you aware that if there were deductibles,**
24 **the deductibles were chosen by Banner?**
25 A. Yes.

1 **Q. Are you aware that when any work was done at**
2 **Banner-University Medical Center by any faculty member**
3 **of the University, the paperwork that followed that work**
4 **through billing, collections, and ownership of the**
5 **collections didn't even mention the name of the faculty**
6 **member who had done the clinical care? Were you aware**
7 **of that?**
8 MS. SLATTERY: Foundation.
9 MR. MCCRIGHT: Object to form and foundation.
10 BY MR. COHEN:
11 **Q. Let's take it a piece at a time.**
12 **Were you aware that as of the merger, when a**
13 **physician, whether he is denoted a University employee**
14 **by the Affiliation Agreement or denoted -- or not so**
15 **denoted, that work for that -- by that person was billed**
16 **not under his name or her name -- I'll say "his" without**
17 **meaning to be sexist, just so I don't have to keep**
18 **saying "his" or "her" -- was billed under**
19 **Banner-University's name -- Banner-Medical Group's name**
20 **exclusively without even a mention of the doctor? Were**
21 **you aware of that?**
22 MS. SLATTERY: Foundation.
23 MR. MCCRIGHT: Foundation.
24 THE WITNESS: No.
25 / / /

1 BY MR. COHEN:
2 **Q. Were you aware that only Banner's billing**
3 **number was used?**
4 MS. SLATTERY: Foundation.
5 MR. MCCRIGHT: Join.
6 THE WITNESS: No.
7 BY MR. COHEN:
8 **Q. Were you aware that the choice of which health**
9 **insurers would be accepted for the work done by any**
10 **faculty member was entirely Banner's, 100 percent?**
11 MS. SLATTERY: Foundation.
12 THE WITNESS: No.
13 BY MR. COHEN:
14 **Q. Were you aware that any dispute within the**
15 **department, even if it was made within an academic**
16 **department, the final decision of the dispute was made**
17 **by a Banner Uni- -- a Banner executive, not a University**
18 **executive?**
19 MS. SLATTERY: Form and foundation.
20 MR. MCCRIGHT: Form and foundation.
21 THE WITNESS: No.
22 BY MR. COHEN:
23 **Q. Were you aware that the Academic Medical --**
24 **were you aware that there's something called an Academic**
25 **Medical Council that's supposed to be a vehicle for the**

1 **University and Banner to share decision-making**
2 **responsibilities?**
3 A. Yes.
4 **Q. Okay. Were you aware that there are a broad**
5 **range of actions directing personnel hiring/firing**
6 **activity, which may be brought by Banner with no**
7 **recourse by the University --**
8 MS. SLATTERY: Form and foundation.
9 BY MR. COHEN:
10 **Q. -- as a result of the merger and the**
11 **Affiliation Agreement?**
12 MR. MCCRIGHT: Join the objection.
13 BY MR. COHEN:
14 **Q. Okay.**
15 A. I'm not aware of that.
16 **Q. Were you aware that a physician, a faculty**
17 **physician, including one who is said to be a University**
18 **employee, according to the Affiliation Agreement, may**
19 **have the number of hours he can actually see patients**
20 **reduced to zero simply by the decision of the**
21 **Banner-University Medical Group CEO with no recourse by**
22 **the University, as long as the Banner people on the AMC**
23 **supported the Banner-University Medical Group'S CEO?**
24 MS. SLATTERY: Form and foundation.
25 MR. MCCRIGHT: Join.

1 THE WITNESS: I'm not aware of that.
2 BY MR. COHEN:
3 **Q. Okay. Were you aware that the**
4 **Banner-University Medical Group's CEO had the power to**
5 **do many things only subject to override by the council,**
6 **and override required the Banner half to agree to**
7 **overriding the decision?**
8 MS. SLATTERY: Form and foundation.
9 MR. MCCRIGHT: Object to form and foundation.
10 BY MR. COHEN:
11 **Q. Were you aware of that?**
12 A. No.
13 **Q. Okay. Were you aware that the hours and the**
14 **schedules of doctors doing clinical care at**
15 **Banner-University Medical Center since the merger were**
16 **set exclusively and without recourse by the University**
17 **by the CEO of Banner-University Medical Group?**
18 MR. MCCRIGHT: Object to form and foundation.
19 MS. SLATTERY: Join.
20 THE WITNESS: No.
21 BY MR. COHEN:
22 **Q. Were you aware that the residency program was**
23 **guaranteed by Banner for only five years, which will end**
24 **in 2020, and that as of 2020, Banner-University --**
25 **Banner Health, Banner-University Medical Group have the**

1 **right to diminish, change, or extinguish the entire**
2 **educational residency program --**
3 MR. MCCRIGHT: Object to form and foundation.
4 BY MR. COHEN:
5 **Q. -- without any ability of the University to**
6 **override?**
7 MS. SLATTERY: Form.
8 MR. MCCRIGHT: Form and foundation.
9 THE WITNESS: I was not aware.
10 BY MR. COHEN:
11 **Q. Okay. How much money has your department**
12 **actually paid out for defense of medical malpractice**
13 **claims against Arizona University faculty members when**
14 **those claims were made after -- claims were made based**
15 **on clinical activity only and clinical activity which**
16 **occurred after July 1st, 2015?**
17 A. Those payments aren't made by the University,
18 so I don't know that number.
19 **Q. In fact, those payments are zero because the**
20 **Affiliation Agreement not only agrees that Banner will**
21 **buy and pay for all the insurance, not only for Banner**
22 **employees but for University employees, interns,**
23 **residents, and fellows for their clinical work, but it**
24 **has Hold-Harmless and Indemnification Agreements as part**
25 **of that merger, which make it impossible for the**

1 University or the State to have any obligation to pay
2 any assessment related to defense for medical
3 malpractice payments related to clinical care rendered
4 at Banner-University Medical Center.
5 MR. MCCRIGHT: Object to form.
6 MS. SLATTERY: Join.
7 THE WITNESS: I am aware of that with one
8 clarification, that residents are Banner employees.
9 BY MR. COHEN:
10 Q. Okay. Are you aware that there was absolutely
11 no distinction between Banner employees and University
12 employees, as regards the agreement of Banner, a
13 nonpublic entity, and Banner-University Medical Group, a
14 nongovernment, nonpublic entity to assume every penny of
15 liability for analysis, settlement, awards, or conduct a
16 defense?
17 MR. MCCRIGHT: Object to form.
18 BY MR. COHEN:
19 Q. Are you aware that that was assumed by Banner
20 as of July 1st, 2015, just as set out in the
21 Declaration?
22 A. Yes.
23 Q. When a case comes in now and someone says, I
24 want to sue the University for malpractice committed by
25 a faculty member while they're working at Banner

1 University Medical Center, the Affiliation Agreements,
2 both with Banner Health and Banner University Medical
3 Group, provide that there is zero exposure for the
4 University because that exposure has been assumed
5 contractually by Banner; isn't that so, sir?
6 A. That's correct.
7 Q. If I were smart, I'd probably stop, but I'm
8 going to ask you some other stuff. I don't know if you
9 gave me bad looks or if this -- this is how you always
10 are, but he's stern. You have a stern attorney to your
11 right.
12 Now, much has been made or may be made at the
13 fact that the Affiliation Agreements -- and, again, I'm
14 only going to ask you what you know, and what you don't
15 know, you don't know. I understand you're not a
16 universal person understanding everything.
17 There's some distinction made prior to the
18 merger, there were -- there was a case called
19 Alsobrooks. Were you familiar with that case by some
20 chance, or not?
21 A. I don't recall it.
22 Q. Okay. It was a case in which a doctor, who's a
23 faculty member, a member of UPH, was asserted to have
24 committed malpractice somewhere else while a student was
25 present, and he said, Since the student was present, I'm

1 a -- I'm a government employee and A.R.S. 12-801 applies
2 and the statute of limitations bars a lawsuit, and the
3 defense said, Wait a minute, there's an agreement
4 between the University and UPH, government and
5 nongovernment, or maybe it's your department, the
6 nongovernment, I apologize, whatever applies, and -- I
7 don't know what case -- we're up to Number 4? Let me
8 just -- I won't spend a long time on it, but I just want
9 it part of the record.
10 (Exhibit 4 marked for identification.)
11 MR. COHEN: And Counsel, you have this. This
12 is a -- a holding in a -- in that lawsuit. If I ask
13 you -- I'm sure -- Mr. McCright, take your time.
14 BY MR. COHEN:
15 Q. Look at page 2 and look at a Letter Agreement
16 dated 2003 between -- at the time that somebody was
17 being appointed. And I'm going to represent to you that
18 something very much like this was seen in -- well, let's
19 just look at it.
20 Part of the evidence was a letter offering
21 appointment to the University of Arizona to a gentleman,
22 and it said, "If you are providing clinical care to
23 patients, you will also have concurrent membership and
24 employment with UPI, our clinical practice
25 organization."

1 UPI is also a nongovernment entity; right, sir?
2 A. Yeah, yes.
3 Q. "You will be an employee of the Arizona Board
4 of Regents in your teaching, service, and research
5 capacities, and an employee of UPI for the delivery of
6 health care."
7 Now, have you ever seen this particular case
8 or -- or this particular phrase in any Employment
9 Agreements with which you are familiar?
10 MR. MCCRIGHT: Object to form.
11 THE WITNESS: I don't recall I've seen it.
12 BY MR. COHEN:
13 Q. Okay. I want to represent to you that this
14 distinction between who is -- you're being considered an
15 employee of a nongovernment entity and employment as a
16 government person has persisted through every single
17 Allocation of Risk Agreement and through the letters
18 that were sent to all faculty members prior to the
19 merger about how things would be run and -- what shall I
20 ask?
21 Let me move on a little bit, too. It will be
22 Exhibit 5.
23 (Exhibit 5 marked for identification.)
24 BY MR. COHEN:
25 Q. I'm raising here the concept of even the

1 University recognizing that people on their own faculty,
2 when they are rendering clinical care, even if there are
3 students in the same room and learning from them while
4 they're rendering clinical care, that that particular
5 individual doing one act is an employee of two different
6 entities, one government and one nongovernment. The
7 government entity when he's rendering teaching,
8 research, the nongovernment entity when he's performing
9 clinical care, and that the jurisdictions of those two
10 have persisted.
11 And I want to assert, and we'll talk about it
12 with the next exhibit, the fact that the only difference
13 between saying clinical care is nongovernmental
14 employment, whereas teaching and research is
15 governmental employment, is the fact that the State had
16 to pay some portion of the cost of malpractice analysis
17 and defense.
18 So let me ask --
19 MR. MCCRIGHT: Object to the form.
20 MS. SLATTERY: Join.
21 MR. MCCRIGHT: Was there a question there
22 somewhere?
23 MR. COHEN: It's coming. It's background.
24 If that's how I ask questions, oh, well.
25 Life -- life could be harder than having to deal with my

1 long questions, particularly since I made the long trip.
2 BY MR. COHEN:
3 Q. But in any case let me put before you
4 Exhibit -- Exhibit -- I guess this is Exhibit 5, and you
5 can share with -- with Mr. McCright.
6 This is a letter sent by Skip Garcia, at that
7 point the Dean of the College of Medicine --
8 MR. COHEN: You can take them as long as you
9 return them. I thought all of these were things you
10 had.
11 BY MR. COHEN:
12 Q. But in any case, there's a letter we have since
13 found that was sent out to everybody, all faculty
14 members, and, in fact, in a moment, we're going to
15 confirm this by showing you that one of the defendants,
16 Dr. Desoky, got a similar letter.
17 And the first -- the first part I'd like to you
18 focus on for a minute is paragraph 1. And do you see
19 where it says, As of the Effective Date, you will cease
20 to be an employee of UPH.
21 Do you see that?
22 A. I see it.
23 Q. And does this comport with the notion that we
24 saw in the Alsobrooks case that the Allocation
25 Agreements and the agreements between the government and

1 the nongovernmental entity was such that even members of
2 the faculty had been considered employees of UPH, not
3 the State, but the nongovernmental entity, right up
4 until the time of this merger?
5 MR. MCCRIGHT: Object to form.
6 MS. SLATTERY: Join.
7 BY MR. COHEN:
8 Q. Does that affirm the view that doctors
9 rendering clinical care were considered even by the
10 University to be employees of a nongovernmental entity
11 when they rendered clinical care because with this
12 letter, they're saying that employment is stopped? Is
13 that clear from this sentence, sir?
14 A. Could you restate the -- sort of the foundation
15 for the question and the question.
16 Q. Sure.
17 As of the Affiliation Effective Date, you will
18 cease to be an employee of University Physicians Health.
19 Does that imply to you that up until that time
20 this person was an employee of University Physicians
21 Health?
22 A. Yes.
23 Q. And University Physicians Health was a
24 nongovernmental agency; correct?
25 A. Yes.

1 Q. And what we have seen before is that there was
2 at least some contractual offer by the University to
3 faculty members such that when you are giving clinical
4 care, you're an employee of UPH and when you're doing
5 teaching or research, you're an employee of the
6 University.
7 You've seen this; right?
8 A. Yes.
9 Q. And this letter is consistent with the division
10 of responsibility and employment right up to the time of
11 the merger, at least in the premerger letters; fair
12 enough?
13 A. Yes.
14 Q. Now, let's take a little look.
15 Now they're going to say, We're going to call
16 you employees of -- of the University, not the employees
17 of the nongovernmental entity, but all of your
18 professional services will be provided in
19 Banner-University Medical Group's name, pursuant to
20 Banner-University Medical Group's payor agreements, and
21 under Banner-University Medical Group's applicable
22 billing and identification numbers. All billings and
23 collections for your professional services will be in
24 the name of and will belong to Banner-University Medical
25 Group. Banner-University Medical Group will provide

1 malpractice Insurance coverage with respect to your
2 clinical practice activities. Please note, only with
3 respect to the clinical practice activities. You will
4 adhere to Banner-University Medical Group's bylaws,
5 policies, performance standings, and procedures that are
6 pertinent to your professional activities. As in the
7 past, you will report to your Department Chief and/or
8 Section Chief and, with respect to your clinical
9 practice activities, ultimately to the Chief Executive
10 Officer of Banner-University Medical Group.
11 Do you recognize this as a fairly extensive
12 description of the control that Banner-University,
13 rather than the University or any other government
14 entity, will have over each and every one of the aspects
15 of the conduct of medical practice if it's clinical
16 care? Do you recognize that?
17 MR. MCCRIGHT: Object to form.
18 MS. SLATTERY: Join, foundation.
19 THE WITNESS: I wasn't familiar with the
20 thought or intent behind writing these letters, so I'm
21 not sure what was intended.
22 BY MR. COHEN:
23 Q. Okay. But assuming for the moment that these
24 are intended to tell the truth and let the faculty know
25 what they're in for when the merger occurs, what we've

1 just read is a description of the extent of control that
2 Banner, rather than any governmental entity, would have
3 over who would bill for them, how it would be billed,
4 who would own the collections for the work that they
5 did, who will provide malpractice coverage, whose
6 bylaws, policies, performance standards, and procedures
7 had to be required, that Banner would decide any even
8 intradepartmental disputes, all only for clinical care.
9 That's what it says; fair enough?
10 MR. MCCRIGHT: Object to form.
11 MS. SLATTERY: Foundation.
12 THE WITNESS: Fair enough.
13 BY MR. COHEN:
14 Q. By contrast, look at paragraph 5. The terms
15 and conditions associated with your academic and
16 teaching activities will continue to be governed by your
17 prior University offer letter and your most recent
18 Clinical Faculty Notice of Appointment (or renewals
19 thereof during the interim transition period).
20 I keep wanting to call you "doctor" because
21 that's who I usually depose.
22 Are you a doctor, a Ph.D. or something?
23 A. No.
24 Q. Okay. Does the -- does the distinction, simply
25 as a person who is a chief of Risk Management, does this

1 distinction set out a clear difference between the
2 clinical activities of faculty members in terms of the
3 control that Banner exerts, and distinguish it from the
4 teaching and research activities, which the University
5 continues to patrol?
6 MS. SLATTERY: Form and foundation.
7 MR. MCCRIGHT: Join.
8 THE WITNESS: It does appear to make that
9 distinction.
10 BY MR. COHEN:
11 Q. All right. Let me make Exhibit 6 the same
12 letter, but this time it's the one that's sent directly
13 to Dr. Sarah Desoky, along with her Reappointment --
14 well, we'll go to Exhibit 6.
15 (Exhibit 6 marked for identification.)
16 BY MR. COHEN:
17 Q. Let me confirm that, if we go to Exhibit 6.
18 I'll have you take a look at it.
19 MR. COHEN: Mr. McCright, here, here's one for
20 you.
21 BY MR. COHEN:
22 Q. It's the -- it's the same letter but addressed
23 specifically to one of the defendants in this case, and
24 it also includes several pages from her reapplication
25 for privileges at Banner-University Medical Center. And

1 on the last page, it states that her employer is
2 Banner-University Medical Group and that that's who is
3 providing her insurance; true?
4 MS. SLATTERY: Foundation and form.
5 MR. MCCRIGHT: Join.
6 BY MR. COHEN:
7 Q. I'm referring -- I will represent to you that
8 this letter is the same exact letter, to the best of my
9 understanding, but I mention it only because there is a
10 specific defendant to whom it is addressed rather than
11 the more general letter that I believe -- but if not, we
12 can go through it.
13 A. Can you repeat the question?
14 Q. Sure.
15 I want you to look, really, at the
16 Reappointment Application, the last couple of pages and
17 the third page in and who it lists as -- as the
18 defendant is seeking to get privileges, that her
19 employer's name is Banner-University Medical Group,
20 and --
21 Well, I'm sorry. I may not have included the
22 one I wanted, which was that the insurance is
23 Banner-University, but I'll just leave it at that and
24 I'll include that later.
25 You know what, I'm not even going to ask

1 questions. I'm going to make it an exhibit. I don't
2 need to ask you further questions about it.
3 But now I want you to look at Exhibit 7 --
4 well, no. One more. I'm sorry for being awkward
5 because we did look at many of the conditions in the
6 Risk Allocation Agreements.
7 Let me make, though somewhat out of order, as
8 Exhibit 7 a document entitled, Banner Revision, 2-27-15.
9 (Exhibit 7 marked for identification.)
10 BY MR. COHEN:
11 Q. Excuse me, entitled, Amended and Restated
12 Malpractice Risk Allocation Agreement, and I've added as
13 a page up front the Term and Termination.
14 And take a quick look at it, you and
15 Mr. McCright, and simply confirm that when the merger
16 occurred in February, at the end of February of 2015, we
17 had an ongoing Risk Allocation Agreement between your
18 department, or the appropriate State department and the
19 non-State entity, UPH. Since that was disappearing as
20 of February 28, for the Allocation Agreement, which was
21 not due to expire until June 30th of that year, to
22 remain in effect with some percentage of defense costs
23 owed by the State, a separate agreement was entered into
24 between Banner and those same State entities,
25 essentially redoing the initial agreement, which was

1 with UPH, so as to be a virtually identical agreement
2 with Banner through June 30th. And I put the term page
3 up front to make it clear that the continued
4 responsibility of the State to pay some portion, to have
5 some exposure, did continue until June 30th, even though
6 Banner merged with the State group in about February.
7 Can you confirm that that's the term of this
8 revised Banner agreement, Cost Allocation Agreement,
9 June 30th.
10 MR. MCCRIGHT: Form and foundation.
11 THE WITNESS: There's two different agreements
12 here.
13 BY MR. COHEN:
14 Q. No, actually, it's the same agreement. I just
15 took the -- I took the term page out because --
16 A. Oh, I see.
17 Q. -- because that's what I cared about most. I'm
18 not going to have you read through this and confirm that
19 this is, in fact, the Cost Allocation Agreement,
20 virtually identical in form and substance to all those
21 that had preceded it, but I wanted to make it clear that
22 the concept that the State entity owes a contribution, a
23 certain amount of money, to cover the defense of
24 malpractice lawsuits against University people ended on
25 June 30th.

1 Would you confirm that that's the end of the
2 term for this particular agreement.
3 MR. MCCRIGHT: Object to form.
4 THE WITNESS: June 30th of which?
5 BY MR. COHEN:
6 Q. 2015.
7 A. That's correct.
8 Q. Okay. And we can close that exhibit and move
9 on.
10 Now, Doctor, do you do some work with
11 employers' comp, with workers' comp?
12 A. Yes.
13 Q. And you know that workers' comp is a -- I
14 guess -- is that a government -- is workers' comp an
15 urban entity?
16 MR. MCCRIGHT: Object to form and foundation.
17 BY MR. COHEN:
18 Q. Okay. Well, there is a workers' comp statute
19 which sort of defines when you, as an employer, have to
20 pay workers' comp for people working for you; true?
21 A. Yes.
22 Q. Okay. And one of the things that sometimes
23 comes up, I'm sure, confirm for me or refute me, is
24 there are times when people claim that they're not
25 somebody's employee when, in fact, the law says they

1 are.
2 Does that come up from time to time?
3 MS. SLATTERY: Form and foundation.
4 MR. MCCRIGHT: Foundation.
5 BY MR. COHEN:
6 Q. You look like my question isn't clear, so let
7 me clarify it.
8 When an -- when an employer gets somebody to
9 come and work in their place, sometimes the person
10 they're employing is their employee and sometimes the
11 worker they're employing is an independent contractor;
12 right?
13 MS. SLATTERY: Foundation.
14 THE WITNESS: Yes.
15 BY MR. COHEN:
16 Q. And there are some ways you can indicate that
17 you feel that the relationship is that of an independent
18 contractor. Those include, among others things, signing
19 a document saying we intend it to be an employer and an
20 independent contractor relationship. That's one way;
21 true?
22 MR. MCCRIGHT: Form and foundation.
23 THE WITNESS: Yes.
24 BY MR. COHEN:
25 Q. But, of course, that's not the only thing that

1 determines whether that's an employee/employer
2 relationship or an employer/independent contractor
3 relationship. And one of the reasons that -- if there's
4 a conflict it's important is that the State has
5 determined who should pay workers' comp insurance in the
6 this situation. In other words, if a -- if a person
7 whose employment is at issue is an employee, the
8 employer has to pay workers' comp; whereas, if the
9 person at issue is an independent contractor, the
10 employer doesn't have to pay it. True?
11 MS. SLATTERY: Form and foundation.
12 MR. MCCRIGHT: Object to form and foundation.
13 BY MR. COHEN:
14 Q. Is that something you're familiar with?
15 A. Yes.
16 Q. And, in fact, we'll make Exhibit 8
17 A.R.S. 23-902, entitled, "Employer's subject to chapter;
18 exceptions."
19 (Exhibit 8 marked for identification.)
20 BY MR. COHEN:
21 Q. If you feel you're being used slightly as a
22 vehicle, forgive me. That's what lawyers sometimes do.
23 MS. SLATTERY: A.R.- -- what's the statute?
24 MR. COHEN: A.R.S. 23-902.
25 / / /

1 BY MR. COHEN:
2 Q. I bring this up because there is a -- a Master
3 Purchase of Services Agreement in existence between
4 Banner and the University and State which purports to
5 say certain things about who's employed by whom when
6 Banner-University employees go and do research and
7 teaching for the University, and who employees who
8 when -- when University faculty members come and do
9 clinical care at Banner-University Medical Center.
10 And do you see paragraph B stating, "When an
11 employer procures work to be done for the employer by a
12 contractor over whose work the employer retains
13 supervision or control, and the work is a part or
14 process in the trade or business of the employer, then
15 the contractors and the contractor's employees, and any
16 subcontractor and the subcontractor's employees, are,
17 within the meaning of this section, employees of the
18 original employer."
19 Do you see that? You're familiar with this,
20 I'm sure, from your work?
21 A. Yes.
22 Q. Are you aware that at Banner-University Medical
23 Center, when a faculty member comes to work at
24 Banner-University Medical Center, whether they have,
25 quote, transitioned, unquote, and become

1 Banner-University Medical Group employees, according to
2 some papers or not, Banner supplies the facility where
3 they work; Banner supplies the equipment that they use;
4 Banner applies (sic) the personnel who are needed to
5 assist them, ancillary personnel; Banner applies (sic)
6 the ancillary facilities, like laboratory work and
7 emergency room and surgery suites; Banner decides what
8 hours they can work and what shifts they can work;
9 Banner decides which patients they must see, whether
10 they want to or not; Banner can decide that they can't
11 work at all at Banner-University Medical Center or that
12 they can work with diminished or no salary; Banner can
13 decide -- can decide that a person -- doctor's work is
14 not up to snuff and he's going to be taken off the ward
15 unless he goes through some form of rehabilitation
16 program; and Banner will decide when he's fit to return
17 to work at Banner-University Medical Center.
18 Were you aware that each and every one of those
19 elements of control, such as his -- is referenced in
20 this workers' comp statute, in fact, is controlled by
21 Banner by virtue of the Affiliation Agreement?
22 MR. MCCRIGHT: Object to form and foundation.
23 THE WITNESS: No.
24 BY MR. COHEN:
25 Q. Based on your experience as a person in

1 Human Resources, are these not exactly the types of
2 elements of control that are used to determine if a
3 person's an independent contractor or an employee?
4 MR. MCCRIGHT: Object to form.
5 MS. SLATTERY: Join.
6 BY MR. COHEN:
7 Q. If you know. If you don't feel comfortable,
8 whatever.
9 A. They can be.
10 Q. Yes.
11 These are the types of incidents of control
12 used to determine that you're not an independent
13 contractor but are an employee, even if you state on a
14 piece of paper you are or even if you intended it to be
15 that way, that you have seen come up in case after case
16 where you -- where this issue has arisen; fair?
17 MR. MCCRIGHT: Object to form and foundation.
18 MS. SLATTERY: Form and foundation.
19 THE WITNESS: Fair.
20 BY MR. COHEN:
21 Q. By "fair" we mean true, you have seen it come
22 up; right?
23 A. Yes.
24 MR. COHEN: Okay. All right. Give me a couple
25 of minutes.

1 I need a short break, I'm sorry. I've been --
2 can we take five minutes? Would that be all right?
3 MR. MCCRIGHT: Almost done?
4 MR. COHEN: Yes. Let me say I'm going to try
5 for 15 minutes and no more; okay? That's going to be my
6 goal.
7 (A brief recess was taken from 2:51 p.m.
8 until 2:59 p.m.)
9 (Exhibit 9 marked for identification.)
10 (Exhibit 10 marked for identification.)
11 (Exhibit 11 marked for identification.)
12 BY MR. COHEN:
13 Q. All right. I'm going to show you Exhibit 9,
14 which I will represent is -- are pages taken from the
15 Affiliation Agreement with Banner Health and ask you to
16 confirm that Section 1.19 states under the heading of
17 Liability and Indemnification, Except as otherwise
18 expressly provided below, commencing as of the Effective
19 Date, Banner Health shall indemnify, defend and hold the
20 University harmless from all claims, liabilities and
21 losses arising from the acts or omissions of Banner-
22 University Medical Group or Banner-University Medical
23 Group Clinicians in connection with the operations and
24 activities of Banner Academics, including without
25 limitation clinical practice, clinical research, medical

1 malpractice, clinical operations, supervision of
2 residents, fellows and medical students at the Medical
3 Center - Tucson Campus, the Medical Center - South
4 Campus, and B-UMG clinics, clinical billing issues, and
5 employment practices (the foregoing list of specified
6 activities collectively referred to herein as the "B-UMG
7 Clinical Personnel Activities).
8 And it goes on to say that it will not
9 indemnify, defend, or hold harmless these activities to
10 the extent caused by the University's own bad faith,
11 willful misconduct, or negligence, et cetera.
12 Have I accurately stated this portion of the
13 Affiliation Agreement?
14 MR. MCCRIGHT: Object to foundation.
15 MS. SLATTERY: Form.
16 THE WITNESS: Yes.
17 BY MR. COHEN:
18 Q. Okay. Let me give you Exhibit 10, which is a
19 similar -- or a portion from the Affiliation Agreement
20 between the government and Banner-University Medical
21 Group, and it's page 8.
22 I ask you to take a look at it, please, and
23 tell me if I am not accurately reading paragraph 5.1 of
24 that Affiliation Agreement, entitled, Professional
25 Liability, General Liability and Workers' Compensation

1 Insurance to be Maintained by Banner-University Medical
2 Group.
3 During the term of this Agreement,
4 Banner-University Medical Group shall obtain and
5 maintain, at its sole cost and expense, (a)(i) effective
6 July 1st, 2015 covering B-UMG, the Physicians, residents
7 and fellows providing services in the Tucson, Arizona
8 area and (ii) effective on the Effective Date covering
9 B-UMG, the Physicians, residents, and fellows providing
10 services in the Phoenix, Arizona area, professional
11 liability insurance (which may be through
12 self-insurance) for the performance of B-UMG Clinical
13 Personnel Activities (as defined in Section 1.19 of the
14 Academic Affiliation Agreement), which we just read,
15 with coverage limits of not less than One Million
16 Dollars per occurrence and Three Million Dollars in the
17 annual aggregate, (b) effective on the Effective Date
18 general liability insurance (which may be through
19 self-insurance) covering B-UMG, Banner-University
20 Medical group, Physicians -- a separate -- a separate
21 word -- residents, and fellows for the performance of
22 services under this Agreement, with coverage limits of
23 not less than One Million Dollars per occurrence and
24 Three Million Dollars in the annual aggregate, and (c)
25 effective on the Effective Date, workers' compensation

1 insurance (which may be through self-insurance) covering
2 B-UMG Employed Physicians, residents and fellows
3 furnishing services hereunder. If any coverage obtained
4 hereunder is of a "claims-made" type -- well, that
5 extends it to what happens if you leave.
6 Have I accurately read that portion of the
7 Affiliation Agreement between the government entity and
8 B-UMG?
9 MR. MCCRIGHT: Object to form and foundation.
10 MS. SLATTERY: Join.
11 THE WITNESS: Yes.
12 BY MR. COHEN:
13 Q. Okay. Now I'm going to show you Exhibit
14 Number 11, which is a portion, again, of the Affiliation
15 Agreement between Banner Health and Arizona Board of
16 Regents on behalf of the University of Arizona, and I'll
17 be citing partially pages 20 and then Exhibit C.
18 This is entitled, "Article 3," the "Academic
19 Management Council Oversight." Do I have that
20 correctly? Is that the title for Section 3?
21 A. Yes.
22 Q. And under 3.2, the Organization of the AMC.
23 Except upon the occurrence of the circumstances
24 described in Section 7.7, it has to do with budget
25 impasses, the AMC shall be composed of six voting

1 individuals, three of whom shall be appointed by Banner
2 Health and three of whom shall be appointed by the
3 University. The President of the University shall
4 designate one of the three University appointees as --
5 MS. ROGERS: You're reading so fast. It's so
6 rude to the court reporter.
7 MR. COHEN: Oh, I'm sorry. Well, I appreciate
8 your pejorative characterization. I may be doing it
9 fast, but it's not rude. I think that's unwarranted but
10 not atypical coming from the defense.
11 We'll try it again.
12 BY MR. COHEN:
13 Q. Organization of the AMC. Except upon
14 occurrence of the circumstances described in
15 Section 7.7, the AMC shall be composed of six voting
16 individuals, three of whom shall be appointed by Banner
17 Health and three of whom shall be appointed by the
18 University. The President of the University shall
19 designate one of the three University appointees as a
20 Co-Chairman of the AMC. The President of Banner Health
21 shall designate one of the three Banner Health
22 appointees as the other Co-Chairman. The President of
23 Banner Academics (the B-UMG CEO) shall be an ex officio,
24 non-voting member of the AMC.
25 Now, I want to turn for a minute to Regulation

1 C, Exhibit C, which is the fourth page of this exhibit,
2 if I could get you -- entitled, "Rules and Regulations
3 of the AMC," Academic Management Council.
4 Let me direct you directly to Number 8 and 9.
5 Number 8 defines Quorum at Meetings. For all meetings
6 of the AMC (other than for action taken by unanimous
7 written consent), a quorum shall be two
8 University-appointed members and two Banner
9 Health-appointed members.
10 Action. The AMC shall act by consensus and
11 block voting. That is, an order for any action
12 requiring formal approval to be taken, at least two
13 University-appointed members and two Banner
14 Health-appointed members must affirmatively agree to the
15 action.
16 Have I correctly read that?
17 MR. MCCRIGHT: Object to form and foundation.
18 MS. SLATTERY: Form and foundation.
19 THE WITNESS: Yes.
20 BY MR. COHEN:
21 Q. To your understanding, as an experienced
22 administrator, does this mean that either side, the
23 University side or the Banner side, can block any -- can
24 block any action that requires formal approval --
25 MR. MCCRIGHT: Object to form.

1 BY MR. COHEN:
2 Q. -- simply by having two of its members vote
3 against it?
4 MR. COHEN: Form and foundation.
5 MS. SLATTERY: Join.
6 THE WITNESS: Could you repeat the question?
7 BY MR. COHEN:
8 Q. If Banner wanted something not to pass, it
9 could block it simply by having its members on the
10 Commission vote against it; true?
11 MR. MCCRIGHT: Object to form and foundation.
12 BY MR. COHEN:
13 Q. Isn't that what it says, the block itself must
14 approve of any action taken for the action to be
15 approved by the council?
16 MR. MCCRIGHT: Same objection.
17 THE WITNESS: I agree.
18 (Exhibit 12 marked for identification.)
19 BY MR. COHEN:
20 Q. And my last exhibit, hopefully you'll forgive
21 me, is Exhibit 12, entitled -- at page 22, Section 3.6,
22 entitled, Authority of the Banner-University Medical
23 Group Chief Executive Officer.
24 And Section 3.6.1 states, does it not, From the
25 Effective Date until September 28, 2017 (sic), the CEO

1 of B-UMG shall have responsibility and authority for --
2 oh, okay, for the -- okay, I'm sorry.
3 Blah, blah, blah. Easy for me to say. Let me
4 restart.
5 From the effective date, which was February 28,
6 2015, until February 28, 2017, the CEO of
7 Banner-University Medical Group, called B-UMG CEO, shall
8 have responsibility and authority for the activities of
9 Banner-University Medical Group as set forth below,
10 subject to override by vote of the AMC.
11 Sir, based on your knowledge and experience as
12 an administrator, this means that anything that
13 Banner-University Medical Group's CEO chooses to do that
14 is within the purview of this section can't -- has to be
15 overridden for it not to stand. And for anything to be
16 overridden, the Banner segment of the AMC had to agree
17 with overriding it. Isn't that what it says?
18 MR. MCCRIGHT: Object to form and foundation.
19 MS. SLATTERY: Form and foundation.
20 THE WITNESS: I believe it does.
21 BY MR. COHEN:
22 Q. And among the things that the
23 Banner-University -- well, we have gone into this in
24 some degree with Ms. Bollinger.
25 MR. COHEN: Okay. I have nothing further.

1 MS. ROGERS: Gina?
2 MS. SLATTERY: I just have one question.
3 EXAMINATION
4 BY MS. SLATTERY:
5 **Q. In terms of the Academic Affiliation Agreement,**
6 **you mentioned early in the deposition that you at some**
7 **point have read that document; is that right?**
8 A. I have not read the entire document.
9 **Q. So to the extent that there's information**
10 **contained in the document that was not read to you by**
11 **Mr. Cohen today, you may not be familiar with other**
12 **provisions; correct?**
13 A. That's correct.
14 **Q. And based on your relationship with Banner and**
15 **the University of Arizona when they were negotiating**
16 **these contracts, would Kathy Bollinger be in a better**
17 **position than you to discuss the ins and outs of the**
18 **terms of the Academic Affiliation Agreement?**
19 MR. COHEN: Objection; form and foundation.
20 THE WITNESS: Yes.
21 MS. SLATTERY: That's all the questions I have.
22 MS. ROGERS: I have no questions.
23 MR. COHEN: You're done.
24 MR. MCCRIGHT: We'll read and sign.
25 MS. SLATTERY: I'll send it to him.

1 (The deposition concluded at 3:10 p.m.)

2 (Signature of the witness requested.)

3

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STEVEN CRAIG HOLLAND

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1 C E R T I F I C A T E

2 STATE OF ARIZONA)
)
3 COUNTY OF PIMA)

4 BE IT KNOWN that the foregoing deposition was taken
5 before me, JULIANNE ROESLY, RPR, Certified Reporter in
6 the State of Arizona; that STEVEN CRAIG HOLLAND, before
7 testifying was duly sworn by me according to law; that
8 the proceedings were taken down by me and reduced to
9 writing under my direction; that the preparation,
10 production and distribution comply with law and code;
11 that transcript is a full, true and accurate record, all
12 done to the best of my skill and ability.
13 IT IS FURTHER CERTIFIED the ethical obligations set
14 forth in ACJA 7-206 (J)(1)(g)(1) and (2) are in
15 compliance; that I am not a relative or attorney of
16 either party, or otherwise interested in the events of
17 this action.
18 ( ) Deposition review and signature was waived.
19 (X) Pursuant to request, notification was provided
20 that the deposition is available for review and
21 signature.
22 WITNESS my hand this 3rd day of September 2018.
23
24 _____ _____
JULIANNE ROESLY, RPR, CR KATHY FINK & ASSOCIATES
25 #50302 (AZ), CSR #7756(CA) No. #R1003

Exhibit 13

THE UNIVERSITY OF ARIZONA.
College of Medicine

Department of Pediatrics
Office of Department Head
and Center Director

1501 N. Campbell.
P.O. Box 245073
Tucson, AZ 85724-5073
Tel: (520) 626-5170
Fax: (520) 626-7176
www.peds.arizona.edu

April 30, 2015

Alicia Palmer, MD
2233 W Painted Sunset Circle
Tucson, AZ 85745

Dear Dr. Palmer,

We are pleased to offer you an appointment as Assistant Professor on the Clinical Scholar Track in the Department of Pediatrics, under Chapter 3 of *The University Handbook for Appointed Personnel (UHAP)*, Faculty Personnel Policies and Procedures, and Section 6-201 of the *Arizona Board of Regents (ABOR) Policy Manual* (ABOR-PM), Conditions of Faculty Service, the terms of which are incorporated in this letter by reference. Your faculty appointment will be Non-Tenure Eligible and subject to the approval of the President and the College of Medicine's Promotion and Tenure Committee, as applicable.

This letter describes the terms of your faculty appointment, the terms and conditions of your initial employment arrangement through December 31, 2015 with the Arizona Board of Regents (ABOR), and your transition to employment by Banner—University Medical Group (B—UMG) on January 1, 2016. References in this letter to employment by the University of Arizona encompass your employment by ABOR.

Faculty Appointment

You will be a member of the Department of Pediatrics at the University of Arizona College of Medicine—Tucson. This means that your faculty promotion, assignments to faculty duties, space allocations, research direction, other technical support, and faculty secretarial support, are in the domain of the Head of the Department of Pediatrics.

Within the parameters of your assigned faculty responsibilities, you will have the privileges and responsibilities set forth in your Notice of Appointment and any subsequent Notices of Reappointment. Your performance, which will be evaluated at regular intervals, will be considered in decisions relating to compensation for your faculty responsibilities, retention, promotion, suspension, termination, or a decision not to renew your appointment.

You will be expected to participate fully and with distinction in both undergraduate and graduate medical education, and to carry out your share of advising duties and committee assignments. In addition, teaching responsibilities for the Division and for the Department may change over time, and will be assigned by the Head of the Department as the needs of the Department demand.

Your initial appointment is contingent upon the satisfactory outcome of any pre-employment screening or criminal background checks that may be required under University of Arizona and ABOR Policies. A release form to conduct this check will be made available to you after you accept this offer that will include instructions for completion and return of the form.

In addition, your appointment is contingent upon: (1) obtaining and maintaining a license to practice medicine in the State of Arizona if you do not already have an Arizona license; (2) receiving and maintaining medical staff privileges at Banner—University Medical Center Tucson Campus (B—UMCT) and/or Banner—University Medical Center South Campus (B—UMCS), (3) being successfully

credentialed by B--UMG; (4) obtaining malpractice insurance under the arrangement described below; and (5) completing and submitting credentialing forms to all insurance carriers. Further, your appointment is contingent upon and subject to availability of funds; satisfactory performance; continued need for your position; compliance with University, ABOR and B—UMG rules, policies, procedures, and bylaws; and all other contractual obligations, including the Academic Affiliation Agreement between ABOR and Banner Health.

Employment Arrangement and Clinical Practice Activities

As you are aware, the University of Arizona has entered into a long-term affiliation with Banner Health, resulting in Banner and its affiliates becoming the primary clinical partner of the College of Medicine - Tucson. The affiliation has established a modified physician employment arrangement that will be implemented gradually in coming months and years. As of February 28, 2015, all of the College of Medicine's faculty physicians became employed exclusively by the University; however, their clinical practice activities are carried on exclusively through B—UMG pursuant to a contractual arrangement between the University and B—UMG. As of January 1, 2016, physicians will begin to transition to employment directly by B—UMG, with their academic, administrative and research activities provided to the University pursuant to a contractual arrangement between B—UMG and the University. Eventually, the majority of faculty physicians will be employees of B—UMG.

Accordingly, you will be an employee of ABOR through December 31, 2015. Until that date, your Notice of Appointment and any subsequent Notice of Reappointment, combined with the terms of this offer letter, will serve as your official employment contract with the University.

Effective January 1, 2016, your employment will be transitioned to B—UMG. As of that date, you will be expected to enter into a standard B—UMG employment agreement. However, you will maintain your University faculty appointment and certain accompanying University related benefits (e.g., eligibility for qualified tuition reduction, library privileges, etc.).

Commencing with your University employment and continuing after your transition to B—UMG employment, all of your clinical practice activities will be provided in B—UMG's name, pursuant to B—UMG's payor agreements, and under B—UMG's applicable billing and identification numbers. All billings and collections for your professional services will be in the name of and will belong to B—UMG. B—UMG will provide malpractice insurance coverage with respect to your clinical practice activities. You will adhere to B—UMG's bylaws, policies, performance standards, and procedures that are pertinent to your professional activities. With respect to your clinical activities, you will also report directly to the Head of the Department and ultimately up to the Chief Executive Officer of B—UMG. In your role as a healthcare provider, you will be required to deliver excellent, timely clinical care, and to teach students and residents in conjunction with that clinical care. Your performance as a healthcare provider, which will be evaluated at regular intervals, will be considered in decisions relating to compensation for your clinical responsibilities, retention, promotion, suspension, or termination.

Initial Duties

Your duties will begin on August 3, 2015. Your actual date of hire, and the date you can begin to work, is contingent upon the timely completion of all required hiring documents. You will receive an email outlining the steps for completing new hire activities.

Your *initial* duties will consist of:

- Teaching
  Attend morning report when on service and other times when possible
  Attend 70% of Grand rounds and specialty conferences

Provide one Grand Rounds every 2 years
Participate in attending rounds when on service. These are informal patient based discussions done three times weekly.

- Clinical Service
  Conduct family centered rounds
  Complete an appropriately detailed history and physical on every admission
  Complete an interval history and physical exam on all hospitalist patients
  Complete a discharge on all patients and document time spent completing discharge
  Documentation must reflect the services provided and be completed on the date of service
  Timely completion of medical record deficiencies/dictations

  Achieve quality metrics 90% of the time
  - Trauma consults
  - Timely discharge
  - Asthma action plans
  - PCP communication
  - Follow up appointments

- Departmental
  Attend 70% of faculty meetings
  Attend 90% of division meetings

The Dean or Department Head will assign your faculty duties and responsibilities over the course of your employment by ABOR or B—UMG, as applicable, and these duties and responsibilities may change based upon the needs of the Department and College. Your Department Head or the University President will determine your teaching assignments, schedules and other instructional responsibilities. The Chair of your Department or the Chief Executive Officer of B—UMG will assign your clinical duties and responsibilities over the course of your employment, which also may change based on the needs of B—UMG.

Compensation and Resources

Your initial salary will be $136,000 annualized fiscal salary at 1.0 Full Time Equivalency (FTE). In the future, your salary will be determined, as are the salaries for all clinical faculty members, in accordance with B—UMG compensation plans, and determinations made by the University and B-UMG regarding compensation paid to B—UMG for academic services in light of all available funding sources.

Travel, professional fees and operational support, e.g., FTE/staff, office funds, equipment, etc., and office space will be provided in accordance with University or B—UMG policy, as applicable. Either the University or B—UMG, depending upon which entity owns such equipment, will maintain ownership of all equipment you use; however, you will be permitted to use such equipment throughout your faculty appointment.

Benefits

Until December 31, 2015, you will be eligible to participate in University and State-sponsored benefits, which are available to faculty in clinical departments who are employed by the University of Arizona with an FTE of at least .50. Benefits include medical insurance, life insurance, dental insurance, vision insurance, and disability insurance. You will receive a packet describing the benefits programs at the University of Arizona and are encouraged to view the web-based Benefits Orientation available on the Human Resources website at http://www.hr.arizona.edu before you make your benefits elections. In addition, you should attend a New to the "U" orientation program to learn more about the University's

culture, policies and resources. If you have questions related to University of Arizona benefits, please feel free to contact Renee Aragon-Verdugo, AHSC HR Generalist at (520) 626-4650 or aragonr@email.arizona.edu.

State law requires all employees who are employed at least 20 weeks per fiscal year and who are working at least 20 hours per week to enroll in one of the University's approved retirement plans. During the first 30 days of employment, appointed personnel have a one-time opportunity to enroll in either the Arizona State Retirement System (ASRS) or the Optional Retirement Plan (ORP). Employer and employee contributions begin immediately for ORP participants and after
six months for those who elect to participate in the ASRS plan. An election in either plan is irrevocable for the duration of an employee's continuous employment in the Arizona University System. In making your decision, please keep in mind that because your employment will be transitioning to B—UMG on January 1, 2016, your period of participation in either the ASRS plan or the ORP will end on that date, and that while your employee contributions are 100% vested at all times, no employer contributions will be vested prior to your transition to B—UMG employment except in certain situations where prior participation in another employer's retirement plan may be credited towards your vesting schedule. For specific questions, please contact Renee Aragon-Verdugo, AHSC HR Generalist at (520) 626-4650 or aragonr@email.arizona.edu. You must actively complete the enrollment process regardless of which retirement plan you elect. To enroll in your retirement plan and complete the related forms, visit the Human Resources website at http://www.hr.arizona.edu and select the "Benefits" link.

The Immigration Reform and Control Act (IRCA) of 1986 requires that you produce documents that authorize you to work in the United States. The Legal Arizona Worker's Act requires the University to use these documents to check your legal status using E-Verify, the federal on-line verification system. To comply with these requirements, on or before your first day of employment, you must complete Section 1 of the I-9 form and present to your department original documentation to establish (1) true identity and (2) eligibility to be employed in the United States. Please contact Sue Mathews at (520) 626-2182 regarding these procedures.

We are also required to call to your attention the fact that ABOR policy provides that misrepresentation of an individual's qualifications or credentials in securing employment at the University may be grounds for dismissal.

In connection with your transition to B—UMG employment as of January 1, 2016, you will cease to be eligible for University employee benefit plans. However, you will become eligible for the range of employee health, welfare and retirement benefits offered by Banner Health and its affiliates to their employees.

This letter constitutes the full terms of our offer for your faculty appointment and your initial employment by the University. This letter supersedes all other commitments, either written or verbal, that have been made to you.

My colleagues and I are excited at the prospect of you joining the Department and B--UMG. We believe that you are an exceptional academic physician who would bring much to our Department and the practice plan. We, in turn, feel we have a great deal to offer you in terms of collegiality and intellectual community. This offer is valid until May 8, 2015. You may indicate acceptance by signing below and returning a signed copy of this letter to Dr. Fayez K. Ghishan at the above address by the deadline. Please contact Dr. Ghishan at 520-626-5170 or fghishan@peds.arizona.eduif you have any questions about the Department, the University, or the terms of this offer.

We look forward to you joining the Department, the University of Arizona College of Medicine, and Banner—University Medical Group.

Sincerely,

Fayez K. Ghishan, M.D.
Horace W. Steele Endowed Chair in Pediatric Research
Professor and Head, Department of Pediatrics
Physician-in-Chief, Diamond Children's Medical Center
Director, Steele Children's Research Center

Charles B. Cairns, MD
Interim Dean, College of Medicine – Tucson
Assistant Vice President, Clinical Research and Clinical Trials, Health Sciences

Jason A. Brupp, MD
Chief Executive Officer
Banner—University Medical Group

I accept the foregoing offer of employment:

Signature: Alicia Palmer, MD

5/4/15
Date

Exhibit 14

ARIZONA HEALTH SCIENCES CENTER

Office of the
Senior Vice President
for Health Sciences

Phoenix Campus
550 East Van Buren Street
Phoenix, AZ 85004-2230

Tucson Campus
Roy P. Drachman Hall Bldg., B2C
1295 North Martin Avenue
P.O. Box 210202
Tucson, AZ 85721-0202
Tel: (520) 626-1197
Fax: (520) 626-1460

PERSONAL AND CONFIDENTIAL

February 5, 2015

Dr. Sarah Desoky
College of Medicine
Department of Medical Imaging
Tucson, AZ 85721

Re: Terms of Employment as to Clinical Activities

Dear Dr. Desoky:

The purpose of this Letter Agreement is to confirm the terms of your employment for the conduct of clinical practice activities in light of the affiliation transaction to be consummated between The University of Arizona and Banner Health (the "Affiliation"), which is scheduled to occur on or about February 28, 2015 (the "Affiliation Effective Date").

As you know, you currently are employed by both the University and University Physicians Healthcare d/b/a The University of Arizona Physicians ("UPH"). As part of the Affiliation, UPH will become a subsidiary of Banner Health and its name will be changed to Banner – University Medical Group ("B—UMG"). In order to preserve physicians' benefits eligibility and permit various operating and reporting efficiencies, all faculty physicians eventually will need to become employed by either the University or B—UMG (not both). However, during a short transition period after closing of the Affiliation, all faculty physicians will be employed by the University. Commencing as of January 1, 2016 and on subsequent anniversaries of that date, certain physicians will be transitioned to B—UMG employment. Your Department Chair has informed you whether you will eventually transition to B—UMG employment or remain an employee of the University; either way, at a designated future date, you will be presented with a written employment agreement governing the terms of your employment by B—UMG or by the University.

During the interim transition period, the terms and conditions associated with your clinical practice activities will be as follows:

949. As of the Affiliation Effective Date, you will cease to be an employee of UPH. This means that your Member Practice Agreement ("MPA"), as well as any prior Letter of Offer ("LoO") between you and UPH, will terminate and you will no longer be a UPH "member" as of that date. Although your University employment previously was conditioned upon your maintaining membership and employment with UPH, the University will waive that requirement going forward.

950. As of the Affiliation Effective Date, all of the rights and interests held by UPH under your MPA and any LoO will instead be held by the University. The University will be your sole employer as to both your clinical practice and your academic activities. Except as provided in paragraph 3 below, you will be accountable to the University for performing clinical practice activities consistent with the terms set forth in your MPA and any LoO. Your compensation will be as set forth in your MPA and any LoO.

951. You will continue to carry on your clinical practice activities exclusively through UPH (which will then be known as B—UMG), but will do so as an employee of the University pursuant to a written agreement between the University and B—UMG. Under this arrangement, all of your professional services will be provided in B—UMG's name, pursuant to B—UMG's payor agreements, and under B—UMG's applicable billing and identification numbers. All billings and collections for your professional services will be in the name of and will belong to B—UMG. B—UMG will provide malpractice insurance coverage with respect to your clinical practice activities. You will adhere to B—UMG's bylaws, policies,

performance standards, and procedures that are pertinent to your professional activities. As in the past, you will report to your Department Chair and/or Section Chief and, with respect to your clinical practice activities, ultimately up to the Chief Executive Officer of B—UMG. To facilitate this arrangement, the University and B—UMG will continue to share information regarding your employment and professional activities.

952. As of the Affiliation Effective Date, you will no longer be eligible for The University of Arizona Health Network, Inc. ("UAHN") benefits. The University is currently enrolling physicians in medical, dental and vision insurance that will be effective on the Affiliation Effective Date. The University has established an enrollment completion date of February 17, 2015 to ensure that physicians do not experience a lapse in insurance coverage. Those who miss the February 17th enrollment date will have until March 31, 2015 to transition to University benefits, but should expect a lapse in coverage.

953. The terms and conditions associated with your academic (teaching and research) activities will continue to be governed by your prior University offer letter and your most recent Clinical Faculty Notice of Appointment (or renewals thereof during the interim transition period).

954. This Letter Agreement will become effective when the Affiliation is implemented, and will remain in effect until you enter into a successor written employment agreement with either B—UMG or the University governing the terms of your clinical practice activities, or until you are no longer employed by the University.

Please confirm your understanding and agreement with the foregoing terms by signing below and returning a copy to your Department Chair no later than February 10, 2015. If you do not return a signed copy by that date, you will no longer be scheduled for clinical services as of March 1, 2015. Both UPH and the University will rely on your written acknowledgement. Thank you for your timely cooperation throughout this transition process.

Sincerely,

Joe G.N. Garcia MD

Joe G.N. "Skip" Garcia, MD
Interim Dean, College of Medicine
Senior Vice President for Health Sciences
Arizona Health Sciences Center
jggarcia@email.arizona.edu

Accepted and agreed as of this 10 day of February, 2015:

Signature: _____

Printed Name: SARAH DESOKY

Exhibit 15

REAPPOINTMENT APPLICATION

PERSONAL INFORMATION

(Confidential and only used in the event of an emergency)

Name: Desoky (Last) Sarah (First) Mohamed (Middle) MD (Professional Title)

List all other names you have used

Social Security Number: Sex: ☐ Male ☐ Female

Date of Birth: 03/29/1978 (MM/DD/YYYY) Place of Birth: Paterson, NJ Citizenship: USA

Foreign Language(s): Arabic ☐ Speak ☐ Write Spanish ☐ Speak ☐ Write

Residence Address: 6370 N. Valley View Road

City, State, Zip: Tucson, AZ 85718 Country:

Home Phone: 520-333-0616 Cell Phone: 520-333-0616 Pager:

Name of Spouse: El Moselhy (Last) Shady (First) (Middle) (Title)

PRACTICE LOCATION

(List the current location(s) where you will see patients)

Primary Office

Practice Specialty: Radiology-Diagnostic

Practice Name: BUMCT Medical Imaging

Practice Address: PO Box 245067

City, State, Zip: Tucson AZ 85724-5067

Phone: 520-626-6007 Fax: 520-626-2643 Pager

Email Address: NPI Number:

Provider Billing Type Code	Provider Billing Number
NPI	1932341138
TAXID	94-2958258

Other Office Locations

Street Address City State Zip

Street Address City State Zip

LICENSE(S)

List ALL current/prior states or province licenses held within the past two (2) years.
Attach a legible copy of all current licenses.

State:	License #:	Date Issued:	Expiration:
Arizona	45007	7/8/2011	7/29/2018
Pennsylvania	MT189585	7/12/2006	6/30/2011

PRACTICE HISTORY

Have you changed employers or practice in the previous two (2) years? ____Yes* ✓ No

* If "yes", please complete the following:

Please list all practices/employers during the previous 2 years in chronological order, accounting for all time periods. Include private practice (solo, group) employed faculty, any military experience, or any other employment.

Current Practice/Employer Name: _____ Title/Position Held: _____
Name and Title of Contact for Verification: _____
Address: _____
(Street Address) (City) (State) (Zip Code)
Phone #: _____ Fax #: _____ Email: _____

From: _____ To: _____
mm/dd/yyyy

Previous Practice
Employer Name: Arizona Health Sciences Center
Street Address: Attn: Faculty Affairs Coordinator PO Box 245017
City, State, Zip: Tucson, AZ 85724-5017
Contact Name: _____ Contact Phone: 520-621-5970 Contact Fax: 520-626-6604
Contact Email Address: _____ Dates of Employment: From: 11/1/2011 To: _____
Position Held: Assistant Professor Type of Practice: General Pediatrics
Name and Title of person who can verify this information: _____
Reason for leaving: _____

Employer Name: Arizona Health Sciences Center
Street Address: Attn: Faculty Affairs Coordinator PO Box 245017
City, State, Zip: Tucson, AZ 85724-5017
Contact Name: _____ Contact Phone: 520-621-5970 Contact Fax: 520-626-6604
Contact Email Address: _____ Dates of Employment: From: 8/1/2011 To: _____
Position Held: Assistant Professor Type of Practice: Radiology-Diagnostic

Name and Title of person who can verify this information:

Reason for leaving:

Employer Name: Banner UMG (UPH-HR)

Street Address: Human Resources Banner Corporate Office

City, State, Zip: Tucson, AZ 85724

Contact Name: Contact Phone: (520) 874-7207 Contact Fax: 520-874-3425

Contact Email Address: Dates of Employment: From: 8/1/2011 To:

Position Held: Physician Type of Practice: Radiology-Diagnostic

Name and Title of person who can verify this information:

Reason for leaving:

Employer Name: Time Gap

Street Address:

City, State, Zip: ,

Contact Name: Contact Phone: Contact Fax:

Contact Email Address: Dates of Employment: From: 7/1/2011 To: 8/1/2011

Position Held: Type of Practice:

Name and Title of person who can verify this information:

Reason for leaving:

Employer Name:

Street Address:

City, State, Zip: ,

Contact Name: Contact Phone: Contact Fax:

Contact Email Address: Dates of Employment: From: To:

Position Held: Type of Practice:

Name and Title of person who can verify this information:

Reason for leaving:

Employer Name:

Street Address:

City, State, Zip: ,

Contact Name: _____ Contact Phone: _____ Contact Fax: _____

Contact Email Address: _____ Dates of Employment: From: _____ To: _____

Position Held: _____ Type of Practice: _____

Name and Title of person who can verify this information: _____

Reason for leaving: _____

MEDICAL STAFF MEMBERSHIPS

Please list ALL hospital and other facility affiliations including all hospital applications in process, current hospital affiliation(s), previous hospital affiliations and other current facility affiliations (which includes surgery centers and other health care related facilities) for the previous two (2) years. Do not list residencies, internships, fellowships, or employment. A curriculum vitae is not sufficient for a complete answer to these questions.

Primary Healthcare Affiliation: _____

Street Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____ Email Address: _____

Dates of Affiliation: From: _____ To: _____

Healthcare Affiliation: Banner University South Campus

Street Address: 2800 E Ajo Way

City, State, Zip: Tucson, AZ 85713

Phone: (520) 874-7311 Fax: (520) 874-7168 Email Address: _____

Dates of Affiliation: From: 8/25/2011 To: _____ Associate

Healthcare Affiliation: Banner University Tucson Campus

Street Address: 1501 N Campbell Ave

City, State, Zip: Tucson, AZ 85724

Phone: (520) 694-4944 Fax: (520) 694-6130 Email Address: _____

Dates of Affiliation: From: 8/5/2011 To: _____ Active

Healthcare Affiliation: _____

Street Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____ Email Address: _____

PROFESSIONAL LIABILITY INSURANCE

Please attach verification of current professional liability insurance coverage. You must provide information on all professional policies under which you may be covered. List all policies under which you have been insured for the previous two (2) years.

CURRENT INSURANCE CARRIER:

Carrier Name: Banner Health Self Insured (Arizona)

Name of Policy Holder

Street Address: 1441 North 12th Street 2nd Fax: 602-747-4541

City, State, Zip: Phoenix, AZ 85006

Phone: 602-839-2000 Fax: 602-747-4781 Email Address:

Dates of Coverage: From: 7/1/2015 To:

Policy Number Self Insured Limits of Liability 1,000,000 3,000,000

PRIOR CARRIERS

Name of Insurance Carrier (not agent):_____ Policy #: _____

Address:_____
(Street Address) (City) (State) (ZipCode)

Phone #:_____ Fax #:_____ Email:_____

Dates of Coverage: From: _____ To: _____ Retro Date: _____
mm/dd/yyyy mm/dd/yyyy mm/dd/yyyy

Type of Coverage: _____Claims-Made _____ Occurrence

If you have changed your coverage within the last ten years, did you purchase tail and/or nose (prior occurrence/acts) coverage?
(Not applicable for applicants just completing training) _____Yes _____No
If yes, please provide copy of certificate. If no, please explain why not:_____

Name of Insurance Carrier (not agent):_____ Policy #: _____

Address:_____
(Street Address) (City) (State) (ZipCode)

Phone #:_____ Fax #:_____ Email:_____

Dates of Coverage: From: _____ To: _____ Retro Date: _____
mm/dd/yyyy mm/dd/yyyy mm/dd/yyyy

Type of Coverage: _____Claims-Made _____ Occurrence

If you have changed your coverage within the last ten years, did you purchase tail and/or nose (prior occurrence/acts) coverage?
(Not applicable for applicants just completing training) _____Yes _____No
If yes, please provide copy of certificate. If no, please explain why not:_____

Licensure/DEA

1. In the past two (2) years, has any license or registration entitling you to practice your profession in any jurisdiction been censured, investigated, denied, suspended, limited, placed under stipulation or probation, revoked or been voluntarily/involuntarily relinquished or is any current challenge or investigation pending? _____Yes* ✓No
   If yes, explain _____

2. In the past two (2) years, have you received other disciplinary actions, restrictions, reprimands or advisory letters? _____Yes* ✓No
   If yes, explain _____

3. In the past two (2) years, has your narcotics registration been limited, suspended, revoked, or voluntarily / involuntarily relinquished or is it currently being challenged / investigated? _____Yes* ✓No
   If yes, explain _____

4. In the past two (2) years, have you applied for any license(s) that was not granted? _____Yes* ✓No
   If yes, explain _____

Insurance

1. In the past two (2) years, have you been denied liability insurance, in whole or in part, or has your policy been canceled, involuntarily restricted, denied renewal, or rated up because of the nature or volume of claims against you? _____Yes* ✓No
   If yes, explain (provide date, name of company(s), and basis for coverage change) _____

2. Does your malpractice coverage exclude you from providing any specific procedure(s) or practicing portions of your specialty for which you are requesting privileges? _____Yes* ✓No
   If yes, explain (identify procedures and provide details) _____

3. In the past two (2) years, have you practiced medicine without professional liability insurance? _____Yes* ✓No
   If yes, explain _____

4. Are there any malpractice claims or complaints that are currently pending or in the previous two (2) years, have there been any suits, settlements, judgments, arbitration proceedings, or dismissals involving your professional practice? ✓Yes* _____No

   (A separate Confidential Information Report form (next page) must be completed for each claim.)

PROFESSIONAL LIABILITY CLAIMS FORM

Confidential Information Report

☐ **DOES NOT APPLY**

Instructions: For initial applications, this form must be completed if in the previous 10 years, you have been named in currently pending or resolved (settled, dismissed, verdict) malpractice claims, suits, settlements, judgments, arbitration proceedings, or complaints filed involving your professional practice. For reappointments, this form must be completed for all pending complaints/lawsuits and for complaints/lawsuits resolved (settled, dismissed, verdict) during the previous appointment cycle. Please furnish the information below regarding each lawsuit or complaint and attach a copy of the complaint and your response answering the complaint. It is your responsibility to provide external verification with your response, i.e. statement from attorney, court records, etc. Please complete a separate form for each claim/suit you are submitting. Additional information may be required.

Date of Incident: 10/16/2015 Where incident occurred: Banner Univ Med. Center Tucson Date lawsuit was filed: N/A
Patient's Name: Reed, Emerson Names of other Defendants, if any: see attached

Nature of incident (Complaint, allegation):
see attached

Current Status of the Claim: ____Pending ____On Appeal ____Settled
____Dismissed ____Arbitrated ____Verdict ✓ Other: denied
If pending, please specify the amount being sought (if known)?
If settled, date and amount of settlement?
If dismissed, date and whether dismissed with or without prejudice?
If verdict, date of verdict and judgment for: ____Plaintiff ____Defendant
If verdict for Plaintiff, amount attributed to you?

If the claim/suit was dismissed with no payment made, or if a defense verdict was entered, do not complete the remainder of the form.

Name of Attorney:
Insurance Company that provided coverage:

Insurance Questions
- Did you consent to settlement?
- Did your carrier raise your rates based on this case? If so, by how much?
- Did your carrier cancel or non-renew your policy based on this case?

Litigation Questions (Settlements/Trials)
- Did you have an expert who supported your care?
- Did your lawyer get any unfavorable opinions from reviewing experts?

Regulatory/ Medical Staff Questions
- Did your licensing board take any action based upon this case?
- Did any Medical Staff take any action based upon this case?

Self Critical Analysis
- What important lessons did you learn from this case?
- What changes have you made in your practice?
- How can you prevent recurrence of this type of outcome?

Other comments:

Exhibit 16

SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF PIMA

JEREMY AND KIMBERLY HARRIS,

Plaintiffs,

vs. CASE NO. C20174589

BANNER UNIVERSITY MEDICAL CENTER TUCSON CAMPUS, LLC, an Arizona Corporation dba BANNER UNIVERSITY MEDICAL CENTER TUCSON; GEETHA GOPALAKRISHHAN, M.D.; MARIE L. OLSON, M.D., EMILY NICOLE LAWSON, D.O.; PARVANA AMELIA HARTENSTEIN, M.D.; MARCOS ANDRES TERAN, M.D.; JEFF C. HOEHNER, M.D.; DEMITRIO J. CAMARENA, M.D.; PRAKASH JOEL MATTHEW, M.D.; JASON THOMAS ANDERSON, M.D.; SARAH MOHAMED DESOKY, M.D.; ARIZONA PEDIATRIC SURGERY AND UROLOGY, LTD; BANNER HEALTH; BANNER UNIVERSITY MEDICAL GROUP; et al.,

Defendants

VIDEOTAPED DEPOSITION OF KATHY BOLLINGER

August 14, 2018

2:02 p.m. - 5:37 p.m.

Carlsbad, California

Reported By: GIDGETTE NIEVES, CSR No. 10142
WORDS COURT REPORTING SERVICES
(844) 289-WORD(9673)
www.WordsCourtReporting.com

1 SUPERIOR COURT OF THE STATE OF ARIZONA

2 IN AND FOR THE COUNTY OF PIMA

3

4 JEREMY AND KIMBERLY HARRIS,

5 Plaintiffs,

6 vs. CASE NO. C20174589

7 BANNER UNIVERSITY MEDICAL
8 CENTER TUCSON CAMPUS, LLC, an
Arizona Corporation dba
9 BANNER UNIVERSITY MEDICAL
CENTER TUCSON; GEETHA
10 GOPALAKRISHHAN, M.D.; MARIE L.
OLSON, M.D., EMILY NICOLE LAWSON,
11 D.O.; PARVANA AMELIA HARTENSTEIN,
M.D.; MARCOS ANDRES TERAN, M.D.;
12 JEFF C. HOEHNER, M.D.; DEMITRIO
J. CAMARENA, M.D.; PRAKASH JOEL
13 MATTHEW, M.D.; JASON THOMAS
ANDERSON, M.D.; SARAH MOHAMED
14 DESOKY, M.D.; ARIZONA PEDIATRIC
SURGERY AND UROLOGY, LTD; BANNER
15 HEALTH; BANNER UNIVERSITY MEDICAL
GROUP; et al.,

16 Defendants

17

18 ---

19 Videotaped Deposition of KATHY BOLLINGER,
20 taken on behalf of the Plaintiffs, at 1265 Carlsbad
21 Village Drive, Suite 210, San Diego, California,
22 commencing at 2:02 p.m., and concluding at 5:37 p.m.,
23 on Tuesday, August 14, 2018, pursuant to Notice, before
24 GIDGETTE NIEVES, CSR No. 101422, a Certified Shorthand
25 Reporter, in and for the State of California.

1 APPEARANCES:

2 For the Plaintiffs Jeremy and Kimberly Harris:

3 LAW OFFICEsS OF ARLAN A. COHEN
By: Arlan A. Cohen, Esq.
4 1008 South Oakland Avenue
Pasadena, California 91106
5 (626) 449-4440

6 For the Defendants Banner UMC Tucson Campus;
Gopalakrishnan; Olson; Lawson; Hartenstein; Teran;
7 Camarena; Matthew; Anderson; Desoky:

8 SLATTERY PETERSEN
By: Gina Marie Slattery, Esq.
9 5981 East Grant Road, Suite 101
Tucson, Arizona 85712
10 (520) 326-1786

11 For the Defendants Jeff C. Hoehner, M.D; and Arizona
Pediatric Surgery and Urology, LTD:
12

SLUTES, SAKRISON & ROGERS, P.C.
13 By: Kathleen M. Rogers, Esq.
4801 E. Broadway, Suite 301
14 Tucson, Arizona 85711
(520) 289-8413
15

Also Present:
16

Gianni Ortiz, Videographer
17

18

19

20

21

22

23

24

25

1 a whole bunch, about 25 pages, which are entitled
2 Banner University -- what is exactly that title?
3 Banner -- where is that little devil.
4 Look at Exhibit 32, if you would. And I
5 will represent to you that this is a copy of one
6 section of the 2016-2017 published Resident/Fellow
7 Manual. And it's a section that is labeled Banner
8 University Medical Group policies.
9 A Uh-huh.
10 Q Do you have that before you?
11 (Exhibit 32 marked for identification.)
12 A I do.
13 Q I see. And why is this not labeled
14 Banner Health or Banner Medical Center if it's --
15 they're -- they're all one in the same?
16 A So you referenced rules and regulations.
17 There are no specific rules and regulations.
18 Q I mentioned policies and procedures as
19 well. If I misspoke, let's clarify.
20 A Okay.
21 Q There are ru- -- rules and regulations
22 referred to in letters that preceded the merger.
23 There are rules and regulations that are present
24 af- -- that refer to in letters after the merger.
25 There are rules and regulations and credentials

4:11:46 1 Medical Group.

11:47 2 Q And you're saying they did not apply to

4:11:50 3 anybody who worked, for example, at Banner Medical

4:11:55 4 Center Tucson before they, quote, transitioned,

4:11:57 5 unquote, to Banner University Medical Group

4:11:59 6 employment; is that correct?

4:12:00 7 A Well, I need to look at the policies

4:12:02 8 here that you've got in -- in this appendix

4:12:05 9 here.

4:12:05 10 Q Well, you can. But this is -- you've

4:12:07 11 seen this many times. I'm asking a more generic

4:12:10 12 question. I'll let you get back to this.

4:12:12 13 Are you saying until a physician

12:15 14 transitioned, according to some of these

4:12:17 15 documents' definition, to Banner University

4:12:20 16 Medical Group employment, are you saying that

4:12:22 17 there were no Banner University Medical Group

4:12:25 18 policies that applied to them?

4:12:27 19 A So physicians that were practicing

4:12:30 20 clinically inside Banner University Medical Group

4:12:34 21 regardless of who employed them were subject to

4:12:38 22 the policies.

4:12:38 23 Q Okay. That's what I was getting at.

4:12:41 24 You can be a member -- you could be a member of

4:12:45 25 Banner University Medical Group --

4:12:46 1 A Yes.

12:47 2 Q -- and subject to Banner University

4:12:52 3 Medical Group credentials, policies, procedures,

4:12:55 4 rules, regulations without being employed as yet

4:12:57 5 by Banner University Medical Group, true?

4:13:00 6 A True from --

4:13:01 7 Q Thank you.

4:13:01 8 A For the policy part of your question.

4:13:03 9 Q ^Okay. Let's -- let's take a look at

4:13:10 10 it. The Academic Management Council was a group

4:13:12 11 that was set up to try and -- and -- and make the

4:13:16 12 people who were party to the merger believe that

4:13:19 13 the University of Arizona still had some

13:22 14 significant say in how Banner University Medical

4:13:27 15 Center Tucson was run.

4:13:29 16 Isn't that one of its purposes?

4:13:30 17 MS. SLATTERY: Form.

4:13:33 18 You can answer.

4:13:33 19 THE WITNESS: To give the university --

4:13:37 20 BY MR. COHEN:

4:13:37 21 Q Do you want me to repeat it?

4:13:38 22 A Yes, please.

4:13:39 23 Q One of the -- another multiple

4:13:41 24 purposes --

4:13:41 25 A Yeah, yeah.

4:16:25 1 activity of Banner Academics." Right?

16:29 2 Do I have it right?

4:16:30 3 A Yes.

4:16:31 4 Q If I read anything wrong, please feel

4:16:33 5 free to correct me immediately.

4:16:36 6 Now Banner Academics included Banner

4:16:42 7 University Medical Group, and included all those

4:16:44 8 people who, quote, through, unquote, Banner

4:16:49 9 University Medical Group; isn't that true?

4:16:54 10 A Yes.

4:16:55 11 Q Okay. And the term "Banner clinicians"

4:17:00 12 included far more than Banner University Medical

4:17:04 13 Group employees, true?

17:06 14 A What's the reference to clinicians that

4:17:09 15 you're --

4:17:10 16 Q Well --

4:17:10 17 A -- looking at here?

4:17:10 18 Q Once again, these affiliation agreements

4:17:13 19 are honeycombed with references to, quote, B,

4:17:17 20 slash, MUG clinicians, unquote. Were you aware of

4:17:22 21 that?

4:17:23 22 A Was I aware of what?

4:17:25 23 Q That these two agreements have multiple

4:17:27 24 references using the term "Banner University

4:17:31 25 Medical Group clinicians?"

4:17:32 1 A Yes.

.7:32 2 Q Okay. And those are to be distinguished

4:17:35 3 from Banner University Medical Group employees,

4:17:39 4 true? They are not one in the same?

4:17:43 5 A Correct.

4:17:43 6 Q And so physicians who are faculty

4:17:48 7 members but have not yet transitioned to become

4:17:52 8 B-UMG employees, nonetheless, may be B-UMG

4:17:57 9 clinicians so long as they have subjected

4:17:59 10 themselves to the rules and regulations, policy

4:18:02 11 and procedures of Banner University Medical Group,

4:18:05 12 true?

4:18:05 13 A Yes.

18:07 14 Q And that includes people who, according

4:18:07 15 to the merger agreement, are designated as

4:18:07 16 university employees rather than Banner University

4:18:12 17 Medical Group employees, true?

4:18:13 18 A Could, yes.

4:18:15 19 Q In fact, virtually everything that --

4:18:18 20 every aspect of medical care, both the rendering

4:18:21 21 of it, the regulation of it, the disciplining of

4:18:24 22 it through Banner and its entities was exactly the

4:18:31 23 same whether a physician was called a university

4:18:35 24 employee or was called a Banner University Medical

4:18:39 25 Group employee, people were treated exactly the

4:18:42 same --

18:42 MS. SLATTERY: Form.

4:18:42 BY MR. COHEN:

4:18:42 Q Isn't that true?

4:18:43 MS. SLATTERY: Form.

4:18:45 You can answer.

4:18:47 THE WITNESS: As it relates to the

4:18:49 clinical practice, yes.

4:18:51 BY MR. COHEN:

4:18:51 Q Okay. Okay. Now -- so the -- the

4:18:54 Academic Management Council, for some reason I

4:18:57 keep on -- just wanted to say medical for the M.

4:18:59 A Hm.

19:00 Q I'm sorry. The Academic Management

4:19:01 Council, this was the vehicle through which the

4:19:04 University of Arizona might continue to refer to

4:19:08 some influence over how medical care was carried

4:19:11 out at Banner University Medical Center Tucson

4:19:15 after Banner Health took over ownership. Fair?

4:19:19 A Broadly defined, yes.

4:19:21 Q Okay. Now, the fact of the matter is --

4:19:30 let me -- let me keep you on Exhibit 21, if you

4:19:33 wouldn't mind.

4:19:34 A Uh-huh.

4:19:34 (Exhibit 21 marked for identification.)

4:24:13 1 the university who was working at BUMCT was going
.4:16 2 to be removed and disciplined and not put back on
4:24:19 3 award unless the CEO of B-UMG agreed, that was
4:24:23 4 something that could not be overwritten by the
4:24:27 5 University of Arizona; isn't that true?
4:24:31 6 A So the CEO of B-UMG had certain
4:24:36 7 authorities, but they were subject to AMC
4:24:38 8 approval.
4:24:40 9 Q Excuse me. Do you understand the
4:24:41 10 difference between having someone's act having to
4:24:43 11 be approved by a committee --
4:24:45 12 A Uh-huh.
4:24:46 13 Q -- and having someone's act stand unless
24:50 14 it's overruled or overwritten by the committee?
4:24:55 15 Do you understand that difference in that
4:24:56 16 concept?
4:24:57 17 A Yes.
4:24:57 18 Q Okay. If the CEO of B-UMG determines
4:25:00 19 that somebody from the university was to be
4:25:03 20 removed -- demoted, removed from being allowed to
4:25:07 21 even practice at BUMCT, was going to be subject to
4:25:13 22 various corrective measures before they'd be
4:25:14 23 allowed to return, and the CEO of B-UMG would
4:25:20 24 determine when they're allowed to return, that
4:25:21 25 decision was one of a number of decisions that

4:25:24 could only be overridden by the committee, and
4:25:28 that could -- true?
4:25:30 A True.
4:25:30 Q And that could only happen if Banner
4:25:33 agreed?
4:25:33 A Correct.
4:25:34 Q So the university could not prevent any
4:25:36 of the Banner University Medical Group CEO's
4:25:43 decisions that are set out in this agreement,
4:25:44 which we'll go over shortly -- if those decisions
4:25:48 were subject only to overriding because Banner
4:25:52 alone could make sure that they didn't get
4:25:55 overridden, true?
4:25:56 MS. SLATTERY: Form.
4:25:57 Go ahead. You can answer. If you can
4:25:59 answer, go ahead.
4:26:01 BY MR. COHEN:
4:26:01 Q True? Now it's the consequence of the
4:26:05 structure, isn't it?
4:26:06 A Yeah, yes.
4:26:07 Q Okay. So there are many -- many ways in
4:26:08 which the -- the Academic Management Council was
4:26:13 given access to decisions made about Banner
4:26:20 University Medical Center Tucson and about the
4:26:20 people who allowed or not allowed to work there or

1 what conditions they would work under. But there
2 was no way, given this agreement for the
3 university, to prevent Banner from making any
4 decisions its B-UMG CEO made, because it could
5 block any overriding of those decisions, true,
6 given the structure of the AMC?
7 A I'm thinking about that in the absolute
8 terms that you're using.
9 Q Well, you know what? You can answer if
10 you'd like or else let's go -- or we can take a
11 look at what the CEO could do.
12 A Okay.
13 Q And let's see which ones --
14 Now, please start right about 202,
15 didn't we?
16 MS. SLATTERY: 202.
17 MR. COHEN: 202, okay.
18 BY MR. COHEN:
19 Q Now, compliance with B-UMG policies,
20 procedures, rules, regulations was right from the
21 beginning a condition of continuing to work at
22 Banner University Medical Center after the --
23 after the merger, was it not?
24 A Correct.
25 MR. COHEN: Okay. Take a quick look at

4:38:54 1 letter to Mr. Cohen last week, on behalf of Ms.
:8:58 2 Bollinger, explaining the objections to the
4:39:01 3 requests for documents that were included in the
4:39:04 4 notice of deposition. And I provided to him the
4:39:07 5 bylaws from hospital and told you that was all
4:39:09 6 that we had.
4:39:11 7 MR. COHEN: Yeah, I understand that.
4:39:11 8 And I will say for the record --
4:39:14 9 MS. SLATTERY: And I have asked --
4:39:15 10 MR. COHEN: I'm sorry.
4:39:15 11 MS. SLATTERY: -- going back since then
4:39:16 12 to legal counsel at Banner to find if there's
4:39:19 13 anything else different. What I've been told is
39:22 14 there are separate departmental rules and
4:39:26 15 regulations through B-UMG, which they are
4:39:29 16 presently getting for pediatrics, radiology, and
4:39:32 17 for surgery.
4:39:34 18 MR. COHEN: All right. So you're saying
4:39:35 19 those will be produced?
4:39:36 20 MS. SLATTERY: They're telling me that
4:39:39 21 they -- they're looking for them.
4:39:41 22 BY MR. COHEN:
4:39:41 23 Q Okay. Now, it says, "As in the past,
4:39:44 24 you will report to your department chair and/or
4:39:47 25 section chief with respect to your clinical pr-i

4:39:49 1 -- practice activities ultimately up to the chief
4:39:53 2 executive officer of B-UMG.
4:39:56 3 So even in the functioning of a
4:39:59 4 university department, if a dispute came up and --
4:40:03 5 or a port has been given and the decision's made
4:40:06 6 about the conduct of the department or section,
4:40:10 7 the ultimate deciding person about how that would
4:40:13 8 be resolved was not a university executive, but
4:40:15 9 the CEO of Banner University Medical Group,
4:40:19 10 true?
4:40:19 11 A In the example you've given, yes.
4:40:21 12 Q Well, I'm reading the letter that was
4:40:23 13 sent to every single --
4:40:24 14 A Yes.
4:40:25 15 Q -- physician, to my understanding, who
4:40:27 16 was then about to continue working at Banner -- at
4:40:30 17 the hospital which was becoming Banner University
4:40:34 18 Medical Center Tucson, correct?
4:40:35 19 A Correct.
4:40:36 20 Q Okay. All right. And -- let's see.
4:40:45 21 Turn quickly to Exhibit 19, if you would. And
4:40:48 22 please take a look. And you can probably confirm
4:40:52 23 that in Sarah Desoky's la- -- next page, please
4:40:55 24 -- in Sarah Desoky's letter, paragraph 951^,
4:41:00 25 contains basically the same assertions about

1 Exhibit 22. Let's not take any
2 possibility. Let's look at the affiliation
3 agreement.
4 A Okay.
5 (Exhibit 22 marked for identification.)
6 BY MR. COHEN:
7 Q Look at 22, Authority of the B-UMG CEO.
8 A Uh-huh.
9 Q Look at 3.6.2, page 23.
10 A Yes.
11 Q Look at the powers that are given to the
12 CEO of Banner University Medical Group, not at --
13 that's the private group, right, not the
14 university group, right?
15 A Correct. You're talking about the CEO
16 here?
17 Q Yes.
18 A Yes.
19 Q They can enforce the allocations of
20 clinical time for B-UMG -- okay -- of B-UMG
21 clinicians, not just B-UMG employees, but B-UMG
22 clinicians. So one power of the CEO of the
23 nongovernmental agency, Banner Health is to
24 enforce allocation of how much people spent
25 clinically and how much time they spent

1 academically, and that's not just restricted just
2 to Banner University Medical Group employees.
3 That -- that authority goes to all clinicians,
4 meaning anybody that does clinical work at the
5 hospital, right?
6 A Yes. Holds them accountable to their
7 clinical time, yes.
8 Q Now let's look at B, Adjustment of B-UMG
9 physician compensation.
10 Incidentally, were you aware of the
11 difference in this affiliation agreement between
12 the term B-UMG physician and B-UMG employee?
13 A Yes.
14 Q Okay. And B-UMG physician as a ma- --
15 as a connotation similar to B-UMG or Banner
16 clinicians?
17 A Yes.
18 Q It may apply to Banner University
19 Medical Group employees or to university
20 employees, right?
21 A That's correct.
22 Q So the CEO of Banner had the right to
23 adjust the pay of physicians, whether they were
24 called Banner employees or university employees by
25 these agreements, right?

1 A The clinical portion of their pay?
2 Q Right.
3 A Yes.
4 Q Right. Always -- I think we all
5 understand that Banner controls the clinical part,
6 the university controls --
7 A Yes.
8 Q -- the research and teaching part. Are
9 we in agreement to that?
10 A Yes.
11 Q Okay. But that -- not that a doctor
12 gets paid for his clinical work is something
13 that's within the purview that can be changed by
14 the Banner University Medical Group CEO, right?
15 A That's correct.
16 Q And the Banner University CEO can
17 schedule physician clinic work blocks, okay, in a
18 manner with -- consistent with Banner Health
19 scheduling practices, right? Not university, but
20 Banner Health practices, right?
21 A Correct.
22 Q And Number D, the CEO can terminate or
23 authorize the termination of any individual with
24 direct reporting responsibility to the CEO. And
25 the only people that can't are the deans or

1 -- you know who's -- you know who -- who the
2 defendants named are in this case? Have you
3 looked over the names?
4 A Yes.
5 Q Do you know if any of these -- I want to
6 place you in September of 2017, okay? Not 2015
7 when the child died, but 2017 when the case was
8 filed. Do you know if any of these had not made
9 the transition to B-UMG employment?
10 MS. SLATTERY: Foundation.
11 BY MR. COHEN:
12 Q If you know.
13 A I don't know.
14 Q Okay. Okay. Now, there are some -- the
15 central reason for classifying physicians, all of
16 whom are getting the same insurance -- all of whom
17 had abide by the same rules, regulations, policies
18 and procedures -- the central reason for
19 classifying some as university employees and some
20 as not was to preserve pension-vesting rights for
21 people who were transition from the university
22 employment to a Banner hospital employment,
23 fair?
24 A That was one part.
25 Q And that was one of the reasons why some

1 people were going to transition quickly and some
2 people would have to wait years. The assignment
3 to either university employment or Banner
4 University Medical Group Employment within either
5 a few months or a couple of years was made
6 dependent on what it took to be sure that the
7 physician wasn't hurt in terms of his or her
8 pension vesting, right?
9 MS. SLATTERY: Form.
10 THE WITNESS: That's one part.
11 BY MR. COHEN:
12 Q Well, what --
13 A The other part was their title.
14 Q Okay. So the second part was you wanted
15 to preserve -- explain that, please. I'm not sure
16 I understand, but...
17 A So there were some phys- -- faculty
18 members, university-employed physicians, that were
19 going to remain university employed forever.
20 Q Okay.
21 A Because of the title that they had or
22 the eligibl- -- the tenure track that they run.
23 Q Well, since the university had the right
24 to do whatever it wanted with academic titles,
25 according to the material we just looked at, why

1 would they need to stay university employees to
2 retain that title? Let me ask it a little more
3 simply.
4 We just looked at -- we just looked at
5 some of the powers of the Banner University
6 Medical Group CEO, one of which is to terminate
7 somebody unless the decision's overridden. And
8 that same section says, however, the university --
9 whatever Banner University does about employment
10 has a right to continue them in their faculty
11 position. Do you recall that?
12 A In non-clinically, yes.
13 Q Okay. Well, so then why would you have
14 to be university employee to keep your title
15 since, even if you get fired from Banner, you can
16 keep your title?
17 MS. SLATTERY: Form and foundation. I
18 don't --
19 BY MR. COHEN:
20 Q Again, I'm just trying to understand
21 your answer. I'm not saying it's wrong or giving
22 you grief about it. I want to understand the
23 terms and what they meant.
24 A So the -- the title classification of
25 the faculty is an A board document, Arizona Board

1 of Regents document.
2 Q Right.
3 A The statement that you referenced about
4 the university had the final approval was speaking
5 about the clinical title that every faculty member
6 that works in the academic medical center must
7 have to get credentialed.
8 Q Okay.
9 A Two different things.
10 Q Tell me what the advantage is, therefore
11 -- let's say you had the highest possible title at
12 the University of Arizona.
13 A Right.
14 Q Tell me what advantage there is to
15 remaining a universe- -- quote, university
16 employee, unquote, as opposed to being a, quote,
17 Banner University Medical Group employee, unquote,
18 as regards to title you held with the
19 university?
20 MS. SLATTERY: Form and foundation.
21 BY MR. COHEN:
22 Q Or tenure if that's the -- if that's the
23 deciding issue.
24 A Well, so I would -- I would give you
25 this example. If a chair --

1 Q Yes?
2 A -- the chair is, by definition -- must
3 all be university employed.
4 Q Okay.
5 A If a chair came to Banner employment,
6 they would no longer be eligible to be in a chair
7 position.
8 Q I see. So this is a matter of
9 university policy --
10 A Yes.
11 Q -- as to who could occupy certain
12 positions?
13 A Yes. And it required university
14 employment in order to get that position.
15 Q I understand. And if you had the
16 university employment for certain number of years,
17 you might get tenure which would make it harder
18 for the university to dismiss you, I guess, later
19 on?
20 A Or the -- follow their policies, yes.
21 Q Okay. Anything besides university
22 policy as regards to title and -- and tenure and
23 maintaining the ability of -- of physicians to
24 fully vest their pension program as they made
25 transitions that was a basis for this

5:38:35 1 classification that we see between a university
38:37 2 position who's not going to transition, one is
5:38:40 3 going to transition soon, and one is going to
5:38:43 4 transition much later? Or were those the main
5:38:44 5 ones?
5:38:45 6 A So there was a third category, and that
5:38:47 7 was a group of physicians that were individually
5:38:51 8 negotiated to be grandfathered and remain
5:38:53 9 university employed.
5:38:54 10 Q Why did -- was that for the same
5:38:56 11 advantages?
5:38:57 12 A Well, it was based on very specific
5:39:00 13 case-by-case request and recommendations by the
:39:04 14 university in exchange for why that person joined
5:39:07 15 the university in the first place.
5:39:09 16 Q Okay.
5:39:09 17 A So they were mentor scientists. So they
5:39:11 18 -- they were in different roles. May or may not
5:39:15 19 have been tenure-eligible, but they came into that
5:39:17 20 role specifically to be employed by the
5:39:19 21 university.
5:39:19 22 Q So these designations that we've talked
5:39:22 23 about, university employee --
5:39:24 24 A Uh-huh.
5:39:25 25 Q -- someone who's going to transition the

5:39:26 1 short term, like Dr. Palmer who transitioned seven
39:31 2 months after she got appointed. Or wait a year
5:39:34 3 like some of the residents did. Or wait whatever
5:39:37 4 number years it takes to be fully vested.
5:39:42 5 These -- these had nothing to do with what their
5:39:45 6 clinical responsibilities were, what their
5:39:47 7 malpractice insurance coverage was, or any of the
5:39:50 8 rules, regulations, policies and procedures that
5:39:52 9 they were required to follow while they were
5:39:54 10 caring for patients at Banner University Medical
5:39:57 11 Center. They had to do only with helping to
5:40:00 12 maintain their vesting, helping to maintain their
5:40:03 13 title and possible tenure, and keeping certain
40:07 14 prior university agreements about how they'd be
5:40:10 15 looked at. Is that fair?
5:40:11 16 A That's fair.
5:40:13 17 Q Okay. All right. We're getting there.
5:40:28 18 Now, I want to -- you were pretty well
5:40:29 19 familiar with -- with the facilities at the Banner
5:40:37 20 University Medical Tucson, I mean, as a president
5:40:41 21 of the entity would be --
5:40:42 22 A Yeah --
5:40:43 23 Q -- not as a -- not as a practicing
5:40:44 24 physician, I understand?
5:40:45 25 A The facilities, meaning the building?

5:58:10 1 other when she's answering. It's happened quite a
58:10 2 bit -- I appreciate it -- 'cause I didn't get the
5:58:10 3 answer right now.
5:58:10 4 BY MR. COHEN:
5:58:10 5 Q Are you going to take the position this
5:58:10 6 transfer by Dr. Brice was in any manner unsafe or
5:58:18 7 unreasonable?
5:58:21 8 MS. SLATTERY: Foundation.
5:58:23 9 THE WITNESS: I -- I don't -- I don't
5:58:23 10 know the specifics. But I believe that the words
5:58:28 11 that I used to describe to you what makes for a
5:58:32 12 safe transfer, based on the set of assumptions
5:58:35 13 that you just took me through, that it was a
58:38 14 reasonable transfer.
5:58:39 15 MR. COHEN: I'll take it.
5:58:39 16 THE WITNESS: I don't know the
5:58:39 17 particulars of this child's case.
5:58:42 18 BY MR. COHEN:
5:58:42 19 Q Okay. Fair enough. Now, these
5:58:45 20 questions may sound very simple-minded;
5:58:48 21 nonetheless, they were so important. During the
5:58:50 22 time that Connor Harris was at Banner University
5:58:54 23 Medical Center between admission and -- and the
5:58:58 24 time that he died the following afternoon or
5:59:01 25 evening, when the physician saw him, the physical

5:59:06 1 facility where care was rendered was provided by
59:10 2 Banner in a form of the hospital, right?
5:59:12 3 A True.
5:59:13 4 Q The equipment used during the rendering
5:59:16 5 of care, whether it's thermometers or blood
5:59:19 6 drawings or ultrasound machines or sonograms or
5:59:21 7 whatever, that was provided by the hospital as
5:59:25 8 well, right?
5:59:26 9 A True.
5:59:27 10 Q The schedules of the hospital we have
5:59:30 11 seen, schedules of the physicians, the clinicians,
5:59:35 12 were determined by the Banner University Medical
5:59:39 13 Group CEO unless they were overridden by the
59:41 14 council, right?
5:59:44 15 MS. SLATTERY: Foundation.
5:59:52 16 THE WITNESS: The schedules for clinic
5:59:53 17 time --
5:59:53 18 BY MR. COHEN:
5:59:53 19 Q Yeah, okay. Let's -- let me make it
5:59:56 20 clear, that's --
5:59:56 21 A Yes, yes.
5:59:56 22 Q The -- the schedule in which -- which
5:59:58 23 the doctors had to abide by --
6:00:00 24 A Yes.
6:00:00 25 Q -- in terms of being on call and which

6:00:03 1 nights, which days --

00:04 2 A Yes.

6:00:04 3 Q -- and which patients they saw, those

6:00:06 4 were determined by the hospital, right?

6:00:08 5 A Yes.

6:00:09 6 Q Okay. As -- as was -- as we've

6:00:12 7 mentioned, the work schedule and required coverage

6:00:14 8 for clinical activities -- that was all a Banner

6:00:18 9 function, not a university function, true?

6:00:21 10 A What was the list again?

6:00:22 11 Q The hours worked, the doctors' clinical

6:00:25 12 hours of work, and the clinical work schedule?

6:00:28 13 A Yes. Yes.

00:28 14 Q Okay. And -- the -- who provided the

6:00:30 15 ancillary personnel? By that, I mean nurses,

6:00:34 16 technicians, people -- people who had to come and

6:00:36 17 help for care. That was the hospital too,

6:00:38 18 right?

6:00:39 19 A Yes.

6:00:39 20 Q And the ancillary services that are used

6:00:42 21 in care of -- and were used in Connor's care:

6:00:46 22 radiology, laboratory, operating room, those were

6:00:48 23 all provided by Banner as well, right?

6:00:52 24 A Yes.

6:00:52 25 Q And, in fact, Banner had the right to

6:02:54 1 Agreements or anywhere else, the definition or --
02:57 2 or the setting out of -- of restrictive covenants
6:03:01 3 as of 2015? That is, who were restricted and who
6:03:05 4 weren't?
6:03:05 5 A So I'm pretty sure --
6:03:07 6 Q How would I find that information?
6:03:08 7 A I'm pretty sure that it is in the B-UMG
6:03:11 8 employment contract, which would not have applied
6:03:14 9 to anybody until they became employed.
6:03:17 10 Q Really? So -- I mean -- how many --
6:03:20 11 what percentage of university employees were even
6:03:24 12 transitioned by the end of the first year and a
6:03:27 13 half of Banner ownership?
03:28 14 A A hundred.
6:03:29 15 Q A hundred percent?
6:03:30 16 A No. You asked me what number --
6:03:32 17 Q Oh, oh.
6:03:32 18 A -- of physicians. 100.
6:03:34 19 Q Out of how many potential physicians,
6:03:35 20 interns, residents, university employees, B-UMG
6:03:39 21 employees?
6:03:40 22 A So the total was in '15. The total
6:03:42 23 number of faculty were 450, something like that.
6:03:47 24 Q So less than a quarter -- you're saying
6:03:48 25 that there was a restrictive covenant agreement

6:03:53 that applied to less than a quarter of faculty?
03:54 A Yes.
6:03:55 Q And you think that's in the B-UMG
6:03:55 employment agreement?
6:03:58 A I'm pretty sure that's where it is.
6:03:58 Q Okay. Now, if you're not a B-UMG
6:04:01 employee, you haven't signed a B-UMG -- B-UMG part
6:04:03 [phonetic]?
6:04:03 A That's correct.
6:04:03 Q So you're saying if you hadn't signed
6:04:04 that agreement, there was no restrictive
6:04:06 covenant?
6:04:07 A Right. Because you -- there was -- they
.04:07 weren't employed so there was no way for us to
6:04:10 restrict their -- their practice.
6:04:13 Q Well, that's an interesting perspective.
6:04:16 But you were permitted to impose all sorts of
6:04:21 restrictions on employment, on salary, on hours,
6:04:24 on even working, even on people who were not
6:04:28 employed by B-UMG, as long as the CEO of B-UMG
6:04:33 made that decision. And the Banner Group on this
6:04:36 council didn't override it. They -- isn't it true
6:04:40 that there are many -- many areas as per what we
6:04:43 reviewed? Or even if you were not a, quote,
6:04:46 university employee, unquote, there was

6:04:49 1 substantial control over how you practice clinical
04:52 2 medicine?
6:04:52 3 A Yeah, how you practice clinically.
6:04:53 4 MS. SLATTERY: Form.
6:04:54 5 THE WITNESS: How you practice
6:04:55 6 clinically.
6:04:56 7 MR. COHEN: Yes.
6:04:56 8 THE WITNESS: That's a true statement.
6:04:57 9 BY MR. COHEN:
6:04:57 10 Q Okay. And productivity standards
6:05:02 11 production, or productivity standards, that was
6:05:05 12 something that Banner had a right to impose as
6:05:08 13 well, true?
05:09 14 A Yes. The faculty were all obligated.
6:05:13 15 Q Well, I understand that but --
6:05:15 16 A To distribution of effort, yes.
6:05:18 17 Q No, I didn't ask you that. I said
6:05:20 18 Banner University has the right to help regulate
6:05:23 19 productivity. That's one of the things mentioned
6:05:26 20 in the letter sent out; isn't that true?
6:05:29 21 A Yes.
6:05:29 22 Q Okay. And in fact, there are some
6:05:30 23 later -- or council also published in the papers
6:05:33 24 that the number of people on the faculty felt that
6:05:36 25 Banner was trying to get them to see patients too

3:46:19 1 doing during this interview was trying to help her
46:19 2 to understand the context of those comments. And
3:46:19 3 all of the things that we had done to bring some
3:46:19 4 structure, some focus, some transparency, and some
3:46:19 5 accountability to this clinical operation.
3:46:19 6 Q Did you go find out -- did you go try
3:46:19 7 and see why these residents felt that they were
3:46:19 8 feeling pressure for rapid patient processing and
3:46:19 9 they couldn't get the money for education needed
3:46:19 10 to get?
3:46:19 11 A Yes. So we did.
3:46:19 12 Q Did you?
3:46:19 13 A The Dr. Sam Kime, who is the department
:46:19 14 chair.
3:46:19 15 Q You did that after this article, is that
3:46:19 16 right?
3:46:19 17 A We -- I think that Dr. Kime actually had
3:46:19 18 awareness prior because he had the report; I did
3:46:19 19 not. But following that, yes, in fact, we did.
3:46:19 20 Q And there was concern -- I don't know if
3:46:19 21 this is true because I can't actually find it.
3:46:19 22 Said, the merger agreement allows for Banner to
3:46:19 23 add but not take anything away from residency
3:46:19 24 programs for at least five years. After five
3:46:19 25 years, it has leeway to evaluate and decrease the

3:46:19 1 size of residencies -- page 10.

3:46:19 2 Is that true? Is that a true

3:46:19 3 description of the -- clauses of the merger

3:46:19 4 agreement?

3:46:19 5 A It is a true statement, because we

3:46:19 6 wanted to afford security for five years.

3:46:19 7 Q It's true. Oh, I see. So saying that

3:46:19 8 we -- we were not -- we can get rid of the

3:46:19 9 residency program in five years is a positive

3:46:19 10 thing giving them security; is that right?

3:46:19 11 A It's an absolute positive thing.

3:46:19 12 Q Why -- why would anybody who committed

3:46:19 13 to a residency want to come to a program where --

3:46:19 14 where it's persistence was considered a favor

3:46:19 15 rather than a long-standing tradition of the

3:46:19 16 University of Arizona?

3:46:19 17 MS. ROGERS: Form. Foundation.

3:46:19 18 MS. SLATTERY: Go ahead if you can

3:46:19 19 answer that.

3:46:19 20 BY MR. COHEN:

3:46:19 21 Q Let -- let me rephrase it. Let me take

3:46:19 22 it and rephrase it. Most loss --

3:46:19 23 MS. SLATTERY: We're going way beyond

3:46:19 24 the scope of the case.

3:46:19 25 MR. COHEN: And don't start. No, we're

3:46:19 1 commencing as of the effective date, Banner Health
16:19 2 shall indemnify, defend and hold the university
3:46:19 3 harmless from all claims, liabilities, and losses
3:46:19 4 arising from the acts or omissions of B-UMG or
3:46:19 5 B-UMG clinicians in connection with the operations
3:46:19 6 and activities of Banner academics, including
3:46:19 7 without limitation clinical practice, clinical
3:46:19 8 research, medical malpractice, clinical
3:46:19 9 operations, supervision of residents, fellows, and
3:46:19 10 medical students at the medical center Tucson
3:46:19 11 campus and the B-UMG clinics," et cetera.
3:46:19 12 Do you see that?
3:46:19 13 A Yes, I do.
46:19 14 Q This is part of the agreement?
3:46:19 15 A Yes.
3:46:19 16 Q And we've already noted that the term
3:46:19 17 "clinicians" has been defined to include everybody
3:46:19 18 who is doing clinical care at the hospital, true?
3:46:19 19 Yes?
3:46:19 20 A Yes.
3:46:19 21 Q Okay. Going back. We've already gone
3:46:19 22 over the fact that the CEO of B-UMG had the right
3:46:19 23 to modify or differentiate salary levels for
3:46:19 24 physicians doing clinical work at BUMCT subject
3:46:19 25 only to the override of the council, true?

3:46:19 1 A Yes.

46:19 2 Q And actually Banner had to cover

3:46:19 3 workers' compensation. They didn't have much

3:46:19 4 choice under the statute, did they?

3:46:19 5 MS. SLATTERY: Foundation.

3:46:19 6 THE WITNESS: I don't know.

3:46:19 7 BY MR. COHEN:

3:46:19 8 Q Do you understand what the Arizona law

3:46:19 9 is and was at that point --

3:46:19 10 A No, I don't.

3:46:19 11 Q -- as to what constitutes an employer --

3:46:19 12 an employee under workers' compensation law --

3:46:19 13 A I do not.

46:19 14 Q -- requiring such coverage?

3:46:19 15 MR. COHEN: Let me have you turn to

3:46:19 16 Exhibit 30.

3:46:19 17 (Exhibit 30 marked for identification.)

3:46:19 18 BY MR. COHEN:

3:46:19 19 Q Have you ever seen or are familiar with

3:46:19 20 this statute effective July 1st, 2015?

3:46:19 21 A I am not.

3:46:19 22 Q Do you notice -- just -- I'm not going

3:46:19 23 to make a federal case out of it, but in -- in

3:46:19 24 Sections B and C, it defines what makes an

3:46:19 25 employee requiring the employer to get workers'

1 comp, and as a function of the control of the work
2 done.
3 And whereas, if the person who's being
4 engaged does not -- not being in control and how
5 he does at work by the employer, he's an
6 independent contractor.
7 Are those concepts familiar to you?
8 MS. SLATTERY: Foundation.
9 THE WITNESS: Not my expertise.
10 BY MR. COHEN:
11 Q Okay. Fair enough. But workers' comp,
12 again, was paid for by -- for clinical activities
13 that's paid for by Banner, not the university,
14 right? Yes?
15 A Yes.
16 Q And the termination of who was --
17 whether or not a physician was going to be at
18 privileges at Banner University Medical Center
19 Tucson and what those privileges would be, those
20 were entirely function of the Banner entity,
21 correct?
22 A There's a function of the medical staff,
23 the former medical staff of the hospital with a
24 grant privilege (indistinctive talking).
25 Q Well, the Banner University Medical

1 Center Tucson defines the rules of the facility.
2 They are medical staff of Banner University
3 Medical Center --
4 A Yes.
5 Q -- Tucson?
6 A Yes.
7 Q The facility does not have the right to
8 change Banner University Medical Center Tucson's
9 basic rules, regulations or credentialing
10 procedures, unless the hospital itself consents?
11 A Yeah, that's true.
12 BY MR. COHEN:
13 Q Okay. You mentioned earlier when we
14 talked about -- let me have you turn to Exhibit 32
15 for just a second, please.
16 I showed you this group of -- of -- of
17 policy is labeled Banner University Medical Group
18 policy?
19 A Uh-huh.
20 Q And you put your hand down, you said
21 this is that. So was it your testimony that these
22 are at least some of the Banner University Medical
23 Group policies that were in effect in 2015?
24 A So my comment was --
25 Q Okay.

1 A -- you were asking me about rules and
2 regs and policies. And I said these are the pol-
3 -- there are, in fact, policies, but there are no,
4 to my knowledge, B-UMG specific rules and
5 regulations.
6 Q Okay. So -- but nonetheless, the
7 question was, what we have in Exhibit 32 are the
8 B-UMG policies that were in effect in October of
9 2015, true?
10 A I don't know the effective date. I
11 mean, I can make an assumption, but I -- I don't
12 know that factually.
13 Q Banner didn't begin its -- its merger
14 and control over the activities at Banner
15 University Medical Center without the medical
16 group having policies that had to be followed, did
17 it? Those didn't begin months or years after the
18 merger, did they?
19 A Well, I'd have to look more carefully.
20 Because these policies may apply once you're
21 employed. I'd have to -- I'd have to have some
22 time to look at them.
23 Q Well, what type of policies would apply
24 even if you aren't employed?
25 A I'm sorry?

1 Q So -- so there would be no policies and
2 employed to 75 percent of the physicians working
3 at the hospital, according to you, because only
4 100 out of 450 or so were employed at the time
5 were -- by Banner University Medical Group even
6 later on.
7 In fact, nobody was employed by Banner
8 University Medical Group in 2015, were they? None
9 of the former faculty members because none of the
10 transitions occurred until 2016, true?
11 A Yeah. So I mention --
12 Q So there were -- I'm sorry. Go ahead?
13 A I answered that previously.
14 Q Yes.
15 A I said, there may have been one or two
16 physicians that were in leadership roles.
17 Q Yeah, yeah. So -- is it your view that
18 there were no Banner University Medical Group
19 policies that the physicians -- that any of the
20 physicians who worked at Banner University Medical
21 Center had to follow prior to 2016?
22 A What I'm saying is, I don't know that
23 all of these policies were, in fact, in effect
24 February 28, 2015.
25 Q I didn't ask you that. I asked you, is

1 it your position that since no -- no physicians
2 except maybe one or two outliers were employed by
3 Banner University Medical Group before 2015?
4 A Uh-huh.
5 Q Is it your position that in 2015 there
6 were no Banner University Medical Group policies
7 that physicians practicing clinical medicine that
8 BUMCT had to follow? Is that your position or
9 not?
10 A I -- I didn't say that. No, I didn't
11 say that.
12 Q I'm asking you if it's your position or
13 not. I'm asking you what you said. I'm asking
14 you right now in this question, is that your
15 position or not?
16 A That there were no policies?
17 Q No, let's try it again.
18 Is it your position since nobody except
19 these one or two potential oddball -- outliers for
20 B-UMG employees prior to 2016 --
21 A Uh-huh.
22 Q -- that, therefore, there were no B-UMG
23 policies that any physicians giving clinical care
24 of BUMCT were obliged to follow?
25 A No, I'm not saying that.

3:46:19 1 Q So which ones were they obliged to
46:19 2 follow?
3:46:19 3 A And I'm telling you I don't know what
3:46:19 4 was in effect on that date.
3:46:19 5 Q Is such a writing available?
3:46:19 6 A Is what?
3:46:19 7 Q Is such a writing available so I can
3:46:19 8 know what B-UMG policies were in effect for people
3:46:19 9 who were not yet employed by B-UMG? I say, if you
3:46:19 10 know.
3:46:19 11 A I don't know. I mean, I think you'd --
3:46:19 12 there's no -- these aren't dated so I can't
3:46:19 13 reference.
:46:19 14 Q I understand that. I understand that.
3:46:19 15 But I'm not asking you about these. I'm
3:46:19 16 asking you about your fund of knowledge as the
3:46:19 17 president. It seems terribly improbable to me
3:46:19 18 that a company which takes over ownership of the
3:46:19 19 hospital, pays off several hundred million dollars
3:46:19 20 in debts, agrees to spend $500 million in capital
3:46:19 21 improvements, and takes over the entire malpra- --
3:46:19 22 and responsibility for any malpractice litigation
3:46:19 23 would have no rules, regulations, policies, or
3:46:19 24 procedures that physicians working in their
3:46:19 25 hospital would be obliged to follow simply because

3:46:19 1 they were not yet formal employees. That seems
46:19 2 terminally improbable to me. But is that your
3:46:19 3 position?
3:46:19 4 MS. SLATTERY: Form. Move to strike
3:46:19 5 that preamble. Go ahead.
3:46:19 6 THE WITNESS: So --
3:46:19 7 BY MR. COHEN:
3:46:19 8 Q Okay. Is it your position that --
3:46:19 9 MS. SLATTERY: Just let her answer the
3:46:19 10 question. She started.
3:46:19 11 MR. COHEN: Okay. Okay.
3:46:19 12 THE WITNESS: So my position is that as
3:46:19 13 I'm glancing through these -- if you want to give
:46:19 14 me more time, I'll read them more carefully.
3:46:19 15 Everything that is here that I'm looking would be
3:46:19 16 a responsibility of every member of the medical
3:46:19 17 staff.
3:46:19 18 BY MR. COHEN:
3:46:19 19 Q Okay.
3:46:19 20 A It's all -- these are all medical
3:46:19 21 staff -- requirements to be on the medical staff.
3:46:19 22 Q Okay.
3:46:19 23 A And the B-UMG clinicians were members of
3:46:19 24 the medical staff.
3:46:19 25 Q Okay.

1 A So whether they were specifically in
2 place for B-UMG on February 28, 2015, I can't
3 answer.
4 Q Okay. If the doctors -- if the doctor
5 was called to jury duty, who would pay the salary,
6 a clinician who obviously is not a B-UMG employee
7 but is a B-UMG clinician during 2015?
8 A I don't specifically know.
9 Q Included -- well, that's included in
10 these policies that there's going to be some
11 payment.
12 A Okay. So let me look at it.
13 Q No. I'm interested -- not asking you to
14 look at every single policy.
15 MS. SLATTERY: Okay. That's your
16 answer, you don't know.
17 BY MR. COHEN:
18 Q Yeah, if that's your answer, "you don't
19 know," you don't know.
20 A Okay.
21 Q Now, we've heard from a number of people
22 that Banner required mandatory attendance in a
23 number of courses. Is that your understanding as
24 well?
25 A Yes.

3:46:19 1 Q Okay. This was before any transition,
46:19 2 true?
3:46:19 3 A Yes.
3:46:19 4 Q And we looked over that the section of
3:46:19 5 the -- of the CEO's right saying that the CEO --
3:46:19 6 the B -- Banner University Medical Group CEO had
3:46:19 7 the right to remove physicians from employment
3:46:19 8 where it subjected them to corrective action; and
3:46:19 9 then to decide when they, in their judgment, they
3:46:19 10 had -- the physician had the ability to come back
3:46:19 11 and function for the role for which they were
3:46:19 12 getting paid.
3:46:19 13 Does that comport with your
:46:19 14 understanding about that relationship in 2015?
3:46:19 15 A So there's two parts of that.
3:46:19 16 Q Okay.
3:46:19 17 A May I explain them?
3:46:19 18 Q Sure.
3:46:19 19 A So the authority of the CEO that we've
3:46:19 20 already looked at twice now --
3:46:19 21 Q Yes.
3:46:19 22 A -- to terminate employment is if the
3:46:19 23 physician is employed. If the physician is not
3:46:19 24 employed by Banner, the authority of the CEO is to
3:46:19 25 adjust downward their compensation and has the

3:46:19 1 right to adjust it to zero but does not affect
.6:19 2 their employment 'cause they're not employed.
3:46:19 3 Q I see. So -- but -- so the CEO can say
3:46:19 4 you can work here, but for nothing. Or actually
3:46:19 5 the CEO can say you can't come.
3:46:19 6 A You cannot practice clinically.
3:46:19 7 Q Yeah.
3:46:19 8 A Couldn't make that decision. It does
3:46:19 9 not affect their employment.
3:46:19 10 Q I see. So you don't feel that if you
3:46:19 11 tell somebody, "you can't work here anymore," and
3:46:19 12 you're also not getting paid, but we're going to
3:46:19 13 say you're an employee, you don't feel it has
46:19 14 essentially the effect of saying you're fired?
3:46:19 15 A Then it's the university's call as to
3:46:19 16 whether they want to maintain that individual as
3:46:19 17 employee.
3:46:19 18 Q No, it's BUM CEO's decision whether to
3:46:19 19 pay them or permit them to go on the ward --
3:46:19 20 A Clinical.
3:46:19 21 Q -- and according to section 3.6.2(d) --
3:46:19 22 A Uh-huh.
3:46:19 23 Q Excuse me -- 3.6.3 to decide whether or
3:46:19 24 not that person is fit to return to the position
3:46:19 25 for which they were getting paid. Those are all

1 A Yes.
2 Q What does it mean?
3 A Reverse somebody's decision.
4 Q Okay. If a decision is final subject to
5 overriding, that means that decision stands unless
6 it is overridden, true?
7 A Yes.
8 Q The decisions of the Banner University
9 Medical Group CEO, those which are subject only to
10 overriding, can never be overridden by the
11 university alone because Banner can block it every
12 time, given the structure of the council; isn't
13 that true?
14 A No.
15 Q Okay.
16 A It's not true.
17 Q All right. Okay. Now, there are
18 standards of appropriate -- now are there any --
19 are there any elements that are set forth as
20 requirements and that Exhibit Number 32, labeled
21 Banner University Medical Group policies, that you
22 feel did not apply to everybody on the medical
23 staff as of 2015? Let me be reasking the question
24 you answered before.
25 A Well, the disability benefits would not

1 apply to a nonempty person.
2 Q Okay. Anything else?
3 A Employee assistance. Health insurance
4 obviously wouldn't apply to the
5 university-employed individuals.
6 Q Okay. Anything else?
7 A Retirement.
8 Q What about retirement?
9 Well, this speaks to Banner's 401(k)
10 plan, which you're not eligible for if you're not
11 an employee.
12 Q Okay. What else? We're getting there.
13 A That looks to be it.
14 Q That's it? Okay. Thank you.
15 Have doctor -- to your knowledge, have
16 Dr. Hoehner's privileges been changed at all since
17 October 23rd, 2015, in light of the effects -- in
18 light of the death of Connor Harris?
19 A I had no knowledge --
20 (Indistinctive talking -- objections.)
21 MS. SLATTERY: Form. Foundation.
22 MS. ROGERS: Form. Foundation.
23 BY MR. COHEN:
24 Q Were you aware --
25 MS. SLATTERY: I'm objecting to that.

1 A No. If the CEO, as you're suggesting,
2 were to bring every single resident in a
3 particular residency to zero --
4 Q Yes.
5 A -- thus making the residency go away,
6 that's your purport.
7 Q Well, that wouldn't go away 'cause, as
8 you said, the university still could send
9 residents. It would just de facto go away, like a
10 lot of other things that Banner can do without.
11 A No. Because the residents -- those two
12 don't fit because the residents are not university
13 employees, the residents are Banner employees. So
14 the university, there's nothing for them to keep
15 them to do.
16 Q Well, I guess we have to differentiate
17 what point in time we're talking about. Right
18 now, the residents were all Banner employees,
19 right?
20 A Right.
21 Q And that took place as of July of
22 2016?
23 A Right.
24 Q Wasn't -- then they certainly have the
25 right to -- to act towards these employees by

PAGE	LINE	CORRECTION OR CHANGE	REASON
15	8/10	Insert after the and before bylaws Banner University. Add There are no BUMG rules and regulations	Clarification
17	19	BUMG policies re: citizenship, EMR, etc. were applicable to ALL providers regardless of employer. The specific HR policies obviously ONLY applied to providers that were employed by Banner	Clarification
18	19	Mr. Cohen interrupted me. I was attempting to tell him that it was not intended to make the UA and community BELIEVE that UA had input – they did in fact have authority	
20	22	One purpose of AAA was to communicate to the community and the University the defined responsibility University would continue to have.	Clarification
23	13	Only Banner OR UA employed clinicians are in BUMG. Private physicians that are members of the medical staff but NOT employed by either Banner or UA are NOT members of BUMG and thus not subject to policies and procedures – but they are subject to the rules and regs of the medical staff.	Clarification
22	3	Again, my response was again limited to employed EITHER by Banner or UA	Clarification
23	13	please see 17:19	Clarification
25	18	AMC does not have input into medical care for specific individual patient.	Clarification
27	7	I recall attempting to explain that block voting was defined as Banner had 1 vote and UA had one vote - thus both Banner and UA had to agree on the action or it did NOT pass. This applied to everything except the Authority of the BUMG CEO (adjusting compensation; terminating clinical compensation) which only required the CEO's recommendations to be over- ridden. That essentially means that Banner would not agree with the recommendations of the Banner BUMG CEO. For all other parts of the AMC (outside BUMG Authority) – BOTH UA and Banner had to agree before action was approved. I was interrupted multiple times when I was attempting to explain this important distinction of block voting.	Clarification
28	13	I do not know upon re-read what Mr. Cohen refers to as "here" (not what it says here); not sure if he was looking at CEO Authority or elsewhere in the AAA.	
28	17	Again interrupted; intended to communicate that Banner's 3 AMC Board members had fiduciary accountability established by the Banner Board to act in good faith.	Clarification
28	25	Banner and UA each had one vote	Clarification
29	22	"Yes" referred to all things EXCEPT CEO Authority	Clarification
35	24	I have awareness that the University is a government entity	Clarification
37	22	"for" not "per"	Mistranscribed
46	11,14	The BUMG CEO has authority at the individual provider level with regard to his/her clinical practice and clinical compensation.	
56	3	Yes, Banner paid after July 1, 2015. Clarify because I answered a different question	Clarification

67	15	As to the faculty compensation plan – because it has significant budget implications – subject to Banner approval (no different than the budgets of any/all Banner assets). As to approving compensation for an INDIVUDAL physician – that was the authority of the AMC. The BUMG CEO would bring forth recommendations and both parties had to agree before it was approved.	Clarification
67	19-21	Mr. Cohen was talking about the overall compensation plan and I was talking about an individual physician's compensation. First is Banner approved. Second is AMC approved (both parties)	Clarification
69	17	The University has as much control as BUMG except for delineated authority to CEO (compensation and distribution of effort).	Clarification
72	21	Banner does not approve "work blocks". The BUMG CEO brings forward to the AMC request for compensation and distribution of effort (what BUMG will pay, what BUMCT will pay in some cases, and what UA will pay) . The leadership team of BUMG along with the UA employed Chairs of Departments establish an individual physician's schedule. This is not something Banner oversees or approves.	Clarification
75	14-15	Add Banner cannot terminate UA employees.	Clarification
85	18-19	I was attempting to track with Mr. Cohen's questions; he started with responsible for providing coverage to negligent acts	
93	21-22	correct to "or the board eligibility tenure track they were on"	Mistranscribed
94	12	correct to "in a non-clinical role"	Mistranscribed
94	24	correct to "the track and classification of the UA is an ABOR (Az Board of Regent approved) document.	Mistranscribed
95	3-7	should be corrected to read "Every physician that practiced at the hospital was required to have a faculty title to gain privileges on the medical staff. Granting of this faculty title was the sole authority of the Dean of the College of Medicine (a UA employee).	Clarification
97	12-15	correct to more clearly state "a very specific case by case review of individual physicians ant the commitments made to them by the UA when they joined UA"	Clarification
99	17	There was no formal marketing dept	Interrupted
102	4	My comment "sorry" was a reply to defense counsel for banging the chair	Clarification
106	8-12	should be corrected to read "there was an established expectation that a different level of service was available at BUMCT"	Mistranscribed
106	20-21	should be corrected to read " I do not know specifically know the patient origin data for UAHN"	Clarification
109	5-6	Correct to "that is the procedure to transfer a patient from one hospital to another"	Clarification
110	10-15	Correct to read "The transferring physician has the obligation to initiate the transfer process with a call to the receiving facility, to communicate the patient needs to the receiving physician and to gain acceptance for the transfer"	Clarification
110	15	Mr. Cohen interrupted me from explaining the normal transfer process.	Clarification
111	3	My "right" indicates again that I am following Mr. Cohen	Clarification
111	7	My "right" indicates again that I am following Mr. Cohen	Clarification
111	23	replace "transfer" with "patient"	Mistranscribed
121	2	Add "for BUMG physicians"	Clarification
121	13	"right" if the physician is a BUMG physician	Clarification

122	9	Mr. Cohen interrupted me from answering his question. I am not clear upon re-read if Mr. Cohen is talking specifically about Dr. Hoehner or if his question is of general nature. Given that Dr. Hoehner is not employed by Banner or UA – he was not subject to any restrictive covenants.	Clarification
125	13	Correct / Clarify to read "Right, because if or until any physician was employed, there was no opportunity to place restrictions on their practice' Clarify	Clarification
126	3	Again, I am answering a question about a BUMG employed physician.	Clarification
126	21	My "yes" is in response to an assumed question about BUMG physicians	Clarification
127	19	Correct Stephanie's name to Innes	Mistranscribed
129	21-25	"I don't recall the specific words I used that day, but I certainly educated her on the source of the feedback and the facts from my perspective"	Clarification
131	20	The statements referenced were reported by Daily Star reporter as she heard them. Thus, she reported what she heard. My fdbk to her was that the comments shared were not accurate. So, she didn't mis-quote me, she mis-represented the facts.	Clarification
132	10	Innes not Alise	Mistranscribed
133	10	Correct to "I recall…."	Mistranscribed
133	22	Correct to "Stephanie has the resident's transcribed comments from the residency review team. IF the residents used the word over-stressed, she would have taken it from that report	Clarification
134	13	Eliminate "the"	Mistranscribed
142	1	"yes" replied ONLY to BUMG physicians	Clarification
143	22	"That's a function of the formal medical staff that grants clinical privileges"	Mistranscribed
144	7	I am not clear what "facility" Mr. Cohen references when he asks if the facility does not have the right to change BUMCT rules and regs, etc.	
144	11	Not clear what I responded "yes" to	
148	11-13	Insert after I don't know. "There are no dates on this exhibit, so I cannot answer factually when each policy when into effect"	Clarification
157	1	should read "non-employed physician" vs current "non-empty person"	Mistranscribed
165	1-11	Replace CAT scan with CT Scan	
182	6	Insert word "facts" after "medical"	Mistranscribed
191	9	Any excess revenues are returned to the organization for investment.	Clarification
192	3	Insert Banner before Board of Directors	Clarification
193	6	Insert "benefit" at end of sentence	
198	21	replace "partnership: with "projected physician shortage"	Mistranscribed
201	6	replace "purpot" with "hypothesis"	Mistranscribed
203	15	replace "clinic" with "clinician"	Mistranscribed
204	4	unclear why ? is placed at the end of my reply	Mistranscribed
204	7-10	Replace with "BUMG CEO has the authority to require a BUMG clinician to follow a corrective action plan which was developed and implemented in accordance with BUMG corrective action policy"	Mistranscribed, Clarification

Kathy Bollinger

Please sign here

Date: 9-20-18

Exhibit 17

GRADUATE MEDICAL EDUCATION

RESIDENT/FELLOW MANUAL 2016-2017 ACADEMIC YEAR

Office of Graduate Medical Education
University of Arizona College of Medicine
At South Campus
2800 E. Ajo Way, Office 3018
Tucson, AZ 85713
520-874-2995

APPV1 -746

To Our Residents/Fellows:

Welcome to Banner – University Medical Center South (BUMCS), your primary teaching institution. This year marks a hallmark year in which Banner University Medical Center (BUMC) and The University of Arizona College of Medicine (UACOM) formalize their educational missions. We are pleased that you have chosen our institution to complete your residency training. As you embark on this new phase of your selected career, be assured that our GME leadership, faculty and hospital staff are committed to ensuring the excellence of your experience. You are a very important part of everything we do and we greatly value and appreciate your contribution to patient care and the educational opportunities and experiences we will share.

The GME Office at The University of Arizona College of Medicine at South Campus (UACOMSC), in conjunction with BUMCS has established this House Staff Manual for our residents and fellows. The manual sets forth your duties, responsibilities, rights and privileges. Please read through it carefully.
Your program also has a variety of people who can advise you on the program specific policies and procedures as well as those applicable to the other institutions through which you will be rotating. In addition to your Program Director, Program Coordinator, faculty and chiefs, there are elected resident representatives who are members of the Graduate Medical Education Committee (GMEC) and have a working knowledge of the policies and procedures in Medical Education. As policies and procedures are revised throughout the year, you will be notified by your Program Director.

This Manual is divided into three sections: the first has policies that are unique to residents and fellows; the second section is the Due Process Guidelines & Policies; and the third section has Banner University Medical Group (BUMG) policies.

All of us at UACOMSC and Banner University Medical Center South are excited to have you join us and look forward to sharing a productive and educationally worthwhile 2016-2017 academic year. Please feel free to stop by our office if you have questions or just to introduce yourself. We look forward to an exciting year together.

Sincerely,

Victoria E. Murrain

Victoria E. Murrain, D.O.Assistant Dean for Graduate Medical Education
Designated Institutional Official (DIO)

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SECTION I

RESIDENT/FELLOW POLICIES

BASIC DUTIES AND RESPONSIBILITIES

Residents and Fellows are expected to:

1. Develop a personal program of self-study and professional growth with guidance from the teaching staff.
2. Participate in supervised patient care as described by your program which is effective, safe, compassionate and commensurate with your level of training.
3. Take call as set forth by your program.
4. Participate fully in the educational activities of your program and, as required, assume responsibility for teaching and supervising other residents and students.
5. Participate in the programs and activities involving the medical staff and adhere to the established practices, procedures and policies at a Banner – University Medical Center facility and at any other institution through which you may rotate as an approved part of your program.
6. Participate in committees as requested at Banner University Medical Center facility and at any other institution through which you may rotate as an approved part of your program, especially those that relate to patient care review activities.
7. Apply cost containment measures in the provision of patient care.
8. Communicate immediately with your Program Director, Chief Resident or appropriate faculty member, if for any reason, you are sick or will be unable to fulfill your responsibilities. Remember that you will be asked to fill in for your colleagues when they are sick and as much advanced notice of absences as possible is greatly appreciated.

CERTIFICATION OF RESIDENCY OR FELLOWSHIP TRAINING

1. All residents satisfactorily completing their first year's training will receive a certificate of satisfactory completion of such training, if requested by the Program.
2. All residents/fellows will receive a certificate upon leaving The University of Arizona College of Medicine's graduate medical education training that will detail the time they were a resident/fellow in a sponsored residency or fellowship.
3. Receipt of a certificate of satisfactory completion of the above times is contingent upon the recommendation of the Program Director.
4. Receipt of a certificate is also contingent upon completion of the Separation Information Survey through New Innovations upon completion of all responsibilities including:
    a. completion of all medical records at each institution integrated and/or affiliated with the residency;
    b. return of all borrowed material to each of the medical libraries;
    c. return of keys and other assigned material and items to appropriate training program office;
    d. return of the pager, borrowed scrubs, identification badge and meal card to the training program office;
    e. completion of all program evaluations; and
    f. completion of residency/fellowship graduation information on the Separation Form.
5. The Resident/Fellow is responsible for completing the Separation Information Survey in New Innovations from Office of Graduate Medical Education (GME Office), obtaining the necessary clearance signatures, and submitting the form to their respective training program office.
6. Residents/Fellows will receive their certificate by mail at an address provided to the GME Office only after:
    a. the presence of a Final Summative Evaluation signed by the Program Director; and

b. a signed, satisfactory Separation Form. In certain circumstances the Program Director may apply for a waiver of these requirements, which may or may not be granted, to allow for receipt of certificates at the graduation ceremony.
c. The Program Director will assume the responsibility of assuring that all of the above responsibilities will be fulfilled. Any breach of this responsibility would result in subsequent denial of the waiver.

7. The residency or fellowship program office will respond to queries to verify completion of training for hospital appointments, state licensure, and board certification.

CLOSURE/REDUCTION OF TRAINING PROGRAM

1. In the event of closure of University of Arizona College of Medicine or one of its major affiliates, a residency/fellowship program, or a reduction in the size of a training program sponsored by UACOM, the transition/progression of trainees into other programs will be facilitated by UACOM. UACOM will inform the GMEC, DIO and trainees of a decision to close or reduce the size of a program as soon as possible.
2. Regardless of the reason for closure or reduction, the Graduate Medical Education Committee will have oversight of the process and the following procedures will apply:
   a. The DIO and/or Program Director will inform the affected trainees as soon as possible.
   b. The DIO will notify the ACGME in writing of any decision on the part of the sponsoring institution to close or reduce the size of a program.
   c. Whenever possible, the trainees in the program will be allowed to continue through their program with phased closure of the program or until the end of the academic year.
   d. There will be no further recruitment into the program.
   e. If necessary, the Program Director and DIO will work with the trainees and the ACGME to find positions in other accredited programs.
   f. Reasonable effort will be made to insure that trainees will not lose income through the course of the transfer to another program.
   g. If necessary, coordination with other programs/departments will be arranged to facilitate scheduling adjustments.
   h. Neither UACOM nor its programs may require residents to sign a non-competition guarantee.

DISASTER AND EXTREME EMERGENT SITUATIONS POLICY

1. A disaster is an event or series of events that cause significant alteration to the residency/fellowship experience of one or more programs. The ACGME Chief Executive Office, with consultation of the ACGME Executive Committee and the Chair of the ACGME Institutional Committee, will make a declaration of a disaster.
2. In the event of a devastating disaster, UACOM GME has developed a partnership with the University of New Mexico to provide information, support and communications in case such resources become unavailable due to the disaster.

a. In the case of a disaster requiring evacuation of the UA, but in which services and communication are intact, we will communicate with residents through the GME website with up-to-date postings of information and resources, as well as responses to specific questions via our email network.
b. In case of loss of communication systems and evacuation, we will partner with the University of New Mexico (UNM), 505-272-6225 to post information on their GME website and UACOM residents/fellows will temporarily be accommodated in Albuquerque. A connected administrative structure will be set up in Albuquerque at the UNM. Similarly, we would provide similar accommodations to the UNM should a disaster requiring evacuation befall them.

3. Declaration of an extreme emergent situation may be initiated by a Program Director or by the DIO. Declaration of a qualifying local disaster is made by the DIO in collaboration with the affected hospital's CEO or designee, affected Program Directors, and Department Chairs.
4. After declaration of an extreme emergent situation:
    a. The Program Director of each affected residency or fellowship program shall meet with the DIO and other university/hospital officials, as appropriate, to determine clinical duties, schedules, and alternate coverage arrangement for each program sponsored by the Institution. ACGME's guidelines for development of these plans should include:
        i. Residents and fellows must be expected to perform according to the professional expectations of them as physicians, taking into account their degree of competence, level of training and context of specific situation.
    b. Program Directors will remain in contact with the DIO regarding implementation of action plans and additional resources, if needed.
    c. The DIO will notify the ACGME Institutional Review Committee Executive Director if the extreme emergent situation causes serious, extended disruption that may affect the Institution's or Program(s)'s ability to remain in substantial compliance with ACGME requirements.
    d. The DIO and the GMEC will meet with affected Program Directors to establish monitoring to ensure the continued safety of residents, fellows and patient through the duration of the situation; to determine that the situation has been resolved; and to assess additional actions needed, if necessary, to restore full compliance with each affected residents' or fellows' completion of their educational program requirements.

DUTY WORK HOURS

All residency and fellowship programs sponsored by University of Arizona College of Medicine Phoenix and Tucson shall be in compliance with the Resident Duty Hour requirements established by the Accreditation Council for Graduate Medical Education (ACGME).

Duty Hours

1. Duty hours are defined as all clinical and academic activities related to the training program: patient care (inpatient and outpatient), administrative duties related to patient care, the

provision for transfer of patient care, time spent in-house during call activities, and scheduled academic activities such as conferences. Duty hours DO NOT include reading and preparation time spent away from the duty site.

2. Duty hours must be limited to 80 hours per week when averaged over a four-week period, inclusive of in-house call activities AND ALL MOONLIGHTING (PGY 1 residents are not permitted to moonlight.)
3. Residents and fellows must be provided with 1 unscheduled day in 7 free from all educational and clinical responsibility, averaged over a 4-week period, inclusive of call. One day is defined as on continuous 24-hour period free from all clinical, educational and administrative activities. Home call cannot be assigned on free days.
4. Duty periods for PGY-1 residents must not exceed 16 hours. Duty periods for PGY-2 residents and above may be scheduled to a maximum of 24 hours of continuous duty in the hospital. After 24 hours of continuous duty, residents and fellows are limited to up to four additional hours during which his/her activities are limited to participation in didactic activities, transfer of patients care and maintaining continuity of medical and surgical care. Strategic napping, especially after 16 hours of continuous duty and between the hours of 10:00 p.m. and 8:00 a.m., is strongly suggested.
5. In some circumstances, residents or fellows may remain beyond their scheduled period of duty to continue to provide care to a single patient. Justifications for such extensions of duty are limited to reasons of required continuity for a severely ill or unstable patient, academic importance of the events transpiring, or humanistic attention to the needs of a patient or family. Under these circumstances, the resident or fellow must:
    a. Appropriately hand over the care of all other patients to the team responsible for their continuing care; and,
    b. Document the reasons for remaining to care for the patient in questions and submit that documentation in every circumstance to the Program Director.
    c. The Program Director must review each submission of additional service and track both individual trainee and program-wide episodes of additional duty.
6. PGY-1 residents should have 10 hours, and must have eight hours, free of duty between scheduled duty periods. Intermediate-level residents (as defined by the Review Committee) should have 10 hours free of duty, and must have eight hours between scheduled duty periods. They must have at least 14 hours free of duty after 24 hours of in-house duty.

On-call Activities

1. The objective of on-call activities is to provide residents with continuity of patient care experiences throughout a 24-hour period. In-house call is defined as those duty hours beyond the normal work day, when residents are required to be immediately available in the assigned institution.
    a. PGY-1 residents do not take home call.
    b. PGY-2 residents and above must be scheduled no more frequently than every third night, for in-house call, average over a 4-week period.
        i. At-home call must not be so frequent or taxing as to preclude rest or reasonable personal time for each resident or fellow.

ii. When residents or fellows are called into the hospital from home, the hours spent in-house are counted toward the 80-hour limit but do not initiate a new "off-duty period."
iii. The Program Director and the faculty must monitor the demands of at-home call in their programs and make scheduling adjustments as necessary to mitigate excessive service demands and/or fatigue.

2. Any resident or fellow who feels he/she is unsafe to drive himself/herself home after work may arrange for alternate transportation and, if applicable, request reimbursement from the program.
3. The GME Office will request action plans from individual programs that are felt to be not in compliance. The GME Office encourages programs to involve residents and/or fellows in the preparation of these plans. The GME Office will request monthly progress reports at the GMEC concerning program's efforts at compliance.

EDUCATION ON STRESS, SLEEP DEPRIVATION, FATIGUE AND SUBSTANCE ABUSE

The UACOM as the sponsoring institution ensures that each program provides effective educational experiences for residents and fellows that lead to measureable achievement of educational outcomes in the specific sub-specialties and in the ACGME competencies with regard to personal health.

Each program must ensure that residents and fellows are educated on a yearly basis in stress, sleep deprivation, fatigue and substance abuse.

ELIGIBILITY AND SELECTION OF RESIDENTS

All ACGME accredited programs in the COM are required to participate and attempt to fill all entry-level positions through the NRMP Match or another national matching program. This policy applies to all programs for which matching services are available.

The selection of U.S. allopathic senior students is ONLY available through the NMRP Match or other national matching programs. When programs select residents from outside the national match, residents will be deemed eligible by the GME Office following eligibility standards as established by the ACGME.

1. Applicants are considered eligible if they meet one of the following:
    a. Graduates of medical schools in the U.S. and Canada accredited by the Liaison Committee on Medical Education (LCME).
    b. Graduates of colleges of osteopathic medicine in the U.S. accredited by the American Osteopathic Association (AOA).
    c. Graduates of medical schools outside the U.S. and Canada who meet one of the following qualifications:
        i. Have received a currently valid certificate from the Educational Commission for Foreign Medical Graduates (ECFMG) **PRIOR** to appointment, or

ii. Have a full and unrestricted license to practice medicine in a U.S. licensing jurisdiction in which they are training.

d. Graduate of medical schools outside the U.S. who have completed a Fifth Pathway program provided by an LCME-accredited medical school.

e. Fellows entering an ACGME accredited fellowship program must be a graduate of an ACGME accredited or ACGME-I accredited residency.

2. Visas
   a. UACOM programs will accept applicants with a J-1 Visa status.
   b. Requests for other visas will be reviewed on a case by case basis.

3. Resident Selection
   a. All residents and fellows should be appointed only when their documented prior experience and attitudes demonstrate the presence of the abilities necessary to master successfully the clinical knowledge and skills required of all program graduates.
   b. All residents and fellows must have demonstrated understanding and facility in using the English language.
   c. UACOM will ensure that its ACGME-accredited programs select from among eligible applicants on the basis of residency program related criteria such as their preparedness, ability, aptitude, academic credentials, communication skills, and personal qualities such as motivation and integrity. UACOM programs will not discriminate with regard to sex, race, age, religion, color, national origin, disability, or any other applicable legally protected status.
   d. If a selected resident or fellow cannot satisfy all eligibility requirements as of the start date of the program, employment will not commence or will be suspended immediately pending proof of eligibility with NO RIGHT TO REVIEW.

EVALUATIONS OF RESIDENTS AND FELLOWS

All residency and fellowship programs must demonstrate that they have an effective plan for assessing resident and fellow performance throughout the program and for utilizing the results to improve resident/fellow performance.

This plan should include:

1. The use of methods that produce an accurate assessment of the trainee's competence in patient care, medical knowledge, practice-based learning and improvement, interpersonal and communication skills, professionalism, and systems-based practice.
   a. Mechanisms for providing regular and timely performance feedback to residents and fellows that includes, at a minimum:
      i. Faculty evaluations of resident/fellow's performance during each rotation or similar educational assignment, and document this evaluation at completion of the assignment.

ii. Use of multiple evaluators. Appropriate sources of evaluation include faculty, patients, peers, self and other professional staff.
iii. Written semi-annual evaluation this is communicated to each resident/fellow in a timely manner.
iv. The maintenance of a record of evaluation for each resident/fellow that is accessible to the trainee.

2. The Program Director must provide a final evaluation for each resident/fellow who completes the program. The evaluation must include a review of the trainee's performance during the final period of education and should verify that the individual has demonstrated sufficient competence to enter practice without direct supervision. The final evaluation must be part of the trainee permanent record maintained by the Institution.

FAMILY MEDICAL LEAVE (FMLA)

1. Any resident or fellow is eligible to request a Family Medical Leave if he/she has been a Banner Health employee for at least one year and has worked at least 1250 hours in the 12-month period previous to the FMLA leave request. If eligible, the resident or fellow is entitled to take up to 12 weeks of unpaid leave during any 12-month period for one or more of the following reasons:
   a. The birth of a child,
   b. The adoption of a child or the placement of a foster child,
   c. To care for a seriously ill spouse, child or parent, or
   d. A health condition making it impossible for the resident/fellow to perform his/her job.

2. When a resident or fellow applies for a disability benefit, it will be considered that the resident/fellow also applied for a Family/Medical Leave. The time period for which the resident/fellow is receiving a disability benefit will be counted toward the 12 weeks for which he/she may be eligible under the Family/Medical Leave.

FINGERPRINT CLEARANCE CARDS

1. All residents and fellows must obtain a valid fingerprint clearance card, in accordance with A.R.S. §15-1881 and provide a copy of such card to the GME Office prior to the start of their training program.
2. Any resident or fellow who is unable to obtain a fingerprint clearance card will be ineligible for participation in the training program.
3. Individuals apply for fingerprint clearance cards through the Department of Public Safety (applications available in the GME Office).
4. The UACOM does not reimburse for the expenses related to applying for or maintaining fingerprint clearance cards.

HOUSESTAFF COUNSELOR

1. Access to confidential counseling and psychological support services are offered to all residents/fellows and their families.
   a. The Housestaff Counselor is available through flexible office hours and pager service. Contact receptionist at (520) 325-9176, please identify yourself as a resident or fellow.

INTERNATIONAL MEDICAL GRADUATES

1. An international medical graduate (IMG) is defined as any physician who received his/her medical degree from a medical school located outside the U.S. or Canada. The location of the medical school, not the citizenship of the physician, determines whether the graduate is an IMG.
2. Certification by the ECFMG is required for all IMGs to participate in any UACOM residency or fellowship program. A copy of the resident's or fellow's valid ECFMG certificate must be provided PRIOR to starting a training program.
3. Any resident or fellow who is not a U.S. citizen is responsible for supplying documentation demonstrating their ability to work legally in the U.S. Employment will not commence or will cease immediately with NO RIGHT TO REVIEW should the individual's visa expire or should he/she be unable to document his/her ability to work legally in the United States

LEAVES OF ABSENCE

Leave of Absence

1. Leaves of absence must be approved by the Program Director and will be granted in accordance with Banner Health policy. Because of each specialty board's requirements, sick time, vacation time and combined leave should not exceed the cumulative time allowed by the specific specialty. Should the allowed cumulative leave time be exceeded, the resident or fellow will be required to extend the length of his/her training program.
2. The Program Director shall specify the make-up period, the educational goals and the requirements of the relevant Board. The curriculum agreed upon by the Program Director and resident or fellow will be documented in the trainee's file.
3. During any extension period, the resident/fellow shall receive appropriate salary and benefits for the level of training.
4. A compelling personal issue may prompt the resident or fellow to request an extended Personal Leave of Absence, which the Program Director may approve. Sixty days is the maximum time a Program Director may approve for this type of leave. Medical, dental and life insurance may continue if the resident/fellow pays the full cost.
5. A resident or fellow may qualify for leave under the Family Medical Leave Act (FMLA) to address their own medical issue or the medical issue of an immediate family member. The resident or fellow should discuss eligibility for this type of leave with the GME Office.

MALPRACTICE (PROFESSIONAL LIABILITY COVERAGE)

1. Banner Health provides professional liability coverage for residents/fellows. Such coverage extends to professional acts occurring in the course of resident/fellow's responsibilities under participation in the Training Program. This insurance provides coverage on an "occurrence" basis, or if claims made it will include unlimited extended claims reporting coverage (tail).

This insurance does not cover resident/fellow for any activities performed outside the scope of the training program responsibilities. (e.g. "Moonlighting"). Any resident/fellow exceptions must have prior approval from Banner Health's Risk Management.

2. The resident/fellow must contact Banner Health's Risk Management department as well as their Program Director whenever they become aware of an event that may lead to a claim or if they receive a subpoena or claim. Risk Management is available 24 hours a day at 602-747-4799.
3. If a resident or fellow receives a subpoena, contact Jorge Erives Grijalva at (602) 747-4507. He will direct the follow-up.

MEAL POLICY

1. Per ACGME requirements, all Banner – University Medical Center (BUMC) facilities offer residents and fellows access to food 24 hours a day while on call.
2. Residents and fellows will be given meal cards with a preset amount. The dollar amount is determined by the individual Program according to their call schedule. There is a $10 fee if a meal card is lost or destroyed. The meal cards are renewed at the beginning of each academic year.
3. The amount programmed for each resident or fellow is provided to cover those meals while on required call. It is not intended to provide meals or snacks for other workers or family members nor is it intended to provide for meals for those days when the resident/fellow is not on call.

MOONLIGHTING

1. Any resident/fellow who wishes to engage in professional activities outside the educational program for remuneration ("Moonlighting") must obtain prior written approval from the Program Director of his/her training program and the Institutional DIO, if applicable. This statement of permission will be included in the resident/fellow's file. Residents and fellows will not be required to engage in Moonlighting.
    a. Moonlighting must not interfere with the ability of the resident/fellow to achieve the goals and objectives of the educational program.
    b. Time spent in Internal and External Moonlighting must be counted towards the 80-hour Maximum Weekly Hour Limit.
    c. PGY-1 residents are not permitted to moonlight.
2. The Program Director will:
    a. Require a prospective, written request to moonlight.
    b. Monitor the resident/fellow's performance to assure that the duty hour limits are not violated. Program Directors are also responsible for making sure that resident/fellow fatigue is not contributing to diminished learning, or performance, or interfering with patient safety. If duty hours are exceeded, or resident/fellow's performance is noted to be suboptimal, the Program Director has the authority to revoke the resident/fellow's Moonlighting privileges.
    c. The resident/fellow will acknowledge by signature that, if required, he/she:
        i. Has an independent medical license to participate in such activity

ii. Has the necessary DEA number (independent of the hospital's DEA number) to prescribe controlled substances, if applicable
iii. Has the necessary professional liability coverage separate and apart from the training program coverage, and
iv. Will not depend upon hospital personnel, supplies, equipment, e.g., hospital operators, secretaries, etc for providing assistance in fulfilling the duties and responsibilities of such activities.

3. Professional activities for which resident/fellow receives remuneration over and above his/her usual stipend may be considered part of the residency curriculum, thereby qualifying the resident and supervisors for Banner professional liability coverage, as long as:
   a. There is qualified supervision
   b. The experience provided would be difficult to obtain otherwise
   c. The experience is preapproved for curricular credit on an individual basis by the Program Director and DIO, if applicable.
   d. An evaluation is completed by the supervising physician(s) based upon the objectives of the experience

4. **Each residency or fellowship program may add to the requirements or restrict moonlighting as it sees fit so long as the above basic elements are met.**

ON-CALL AND HOLIDAYS

Holidays are treated as weekend days. Resident/fellow can be expected to be on call for some and off for others as determined by their program. Some holidays at the VA are not considered holidays at Banner Health.

ON-CALL FOR RESIDENTS ROTATING BETWEEN DEPARTMENTS

In order to ensure that residents do not have back-to-back call nights when rotating from one department to the next, the involved programs will coordinate the call schedules.

ON-CALL ROOMS

Residents, fellows, and medical students will have access to on-call rooms. Each training program has specified sleep rooms. Please respect their assignments

PAGERS

1. Resident/fellow will be issued a pager. Pagers are one of the major means by which people in the Medical Center communicate with each other. Resident/fellow is expected to keep the pager functional and turned on during work and on-call hours (including electives).
2. Resident/fellow is expected to respond to a pager call in an appropriate time frame.
3. Should a pager not work due to normal wear and tear it will be replaced at no charge by the resident/fellow's program. If the pager is stolen, lost or damaged, the resident/fellow will be

charged a $25 replacement fee. The resident/fellow will be provided a new pager once the fee is received.

PARKING

Resident/fellow will be issued a name badge that will provide access to a designated parking area.

PATIENT RELATIONSHIPS

1. Resident/fellow should introduce themselves by name and ensure that the patient and family knows them by name. This is one of the more common errors of omission that occurs.
2. Resident/fellow should explain their role in the care of each patient they attend.
3. It is appropriate to address patients by their surname preceded by Mr., Ms., Dr., etc. Resident/fellow is encouraged to ask patients how they wish to be addressed.
4. It is essential to take time to explain to patients what is happening to them, what is recommended for them, and what the benefits and risks of your recommendations are.

PAYCHECKS

1. The first paycheck for residents and fellows will be issued on the first payday following start date. Paychecks will be distributed every two weeks thereafter.
2. Direct or automatic deposit of your paycheck is available through Banner Health. After signing up for the program, it takes one to two pay periods for the direct deposit to begin. Resident/fellow can receive a receipt of deposit to verify that the money was transferred to their account through the Banner Health MyHR/EMSS. Resident/fellow should contact their program coordinator for more information.

PROMOTION AND GRADUATION

1. Resident/fellow should be advanced to positions of higher responsibility only on the basis of evidence of their satisfactory progressive scholarship and professional growth.
2. Program Directors must provide annual letters of promotion and Summative Letters to the GME Office.
3. Each Program Director must prepare a summative evaluation for reach resident/fellow upon completion of his/her training program. This evaluation must document the trainee's performance during the final period of education, become part of the trainee's permanent record and, must be accessible for review by the resident/fellow.
4. The summative evaluation must assess to what extent the resident/fellow has mastered each component of clinical competence, including:
    a. Patient care
    b. Medical knowledge
    c. Practice-based learning and improvement
    d. Interpersonal and communication skills
    e. Professionalism; and
    f. Systems-based practice

5. In addition, the summative evaluation should verify that the resident has demonstrated sufficient competence to enter practice without direct supervision.

SCRUBS

1. All residents and fellows will have access to ScrubEx vending machines in the hospital facility.
2. A preset number of scrubs will be available as determined by the individual programs. Once that preset number has been dispensed, scrubs will need to be returned before another set is available. Should you encounter any problems please contact your Program Coordinator.
3. Scrubs at BUMCS will be stocked by the various call rooms.

SECURITY ID BADGES

1. Residents and fellows must wear their issued Banner Health ID badge while on duty in a visible, conspicuous place with name and picture unobstructed.
2. If the hospital is on lock-down, access to the facility will require an ID Badge.

SUBPOENAS

1. The resident/fellow must contact Banner Health's Risk Management department as well as their Program Director whenever they become aware of an event that may lead to a claim or if they receive a subpoena or claim. Risk Management is available 24 hours a day at 602-747-4799.
2. If a resident or fellow receives a subpoena, contact Jorge Erives Grijalva at (602) 747-4507. He will direct the follow-up.

SUPERVISION

1. The Faculty have an ethical and legal responsibility for the overall care of their patients and for the supervision of students, residents and fellows involved in the care of their patients. A chain of command that allows for graduated authority and increasing responsibility as clinical experience is gained is essential for trainees. Judgements regarding this delegation of responsibility must be made by the faculty member based upon their direct observation and knowledge of each trainee's skill and ability according to the requirements of the program's Residency Review Committee.
2. All residents and fellows should be appropriately supervised, consistent with proper patient care, the educational needs of the trainees, and the applicable RRC requirements.
3. The amount of supervision required for each resident/fellow shall vary according to the critical nature of each patient and be commensurate with the level of training, education and experience of the resident/fellow that is involved with the patient's care.
4. Each Program Director shall establish detailed, written policies for supervision in his/her respective program. Program supervision policies must include any and all ACGME specialty-specific program requirements related to resident/fellow supervision.
5. Programs are responsible to provide up-to-date supervision policies to the GME Office.

TRANSITION OF CARE

1. Each program will create its own method to accomplish transition of care that is based upon the needs of the patient, resident or fellow, and faculty that is safe, effective/efficient and protective of the patient's privacy.
2. Programs must design clinical assignments to minimize the number of transitions in patient care.
3. Programs must ensure that residents/fellows are competent in communicating with team members in the hand-over process.
4. There must be the availability of schedules that inform all members of the health care team of attending physicians and residents/fellows currently responsible for each patient's care.

VACATION LEAVE

1. A resident or fellow may use personal leave for any purpose at the discretion of the trainee with the Program Director's approval and subject to the staffing needs of the program.
2. Residents and fellows are provided four one-week periods of personal leave each academic year, to be used upon a mutually agreed upon time by the resident or fellow and Program Director.
3. Vacation leave cannot be carried over from one academic year to the next.
4. Residents and fellows do not participate in Banner Health's Paid Time Off (PTO) plan.

VISITING RESIDENTS/FELLOWS

1. All visiting residents/fellows interested in participating in elective rotations at the UACOM must complete the Visiting Resident Application (available at http://medicine.arizona.edu/education/graduate/graduate-medical-education/university/applicants/visiting).
2. Participation in any elective rotation will be allowed on a space-available basis. Selection dates must have final approval from host Program Director.
3. The UACOM requires a completed Program Letter of Agreement (PLA) with the Home Institution prior to participation in UACOM program.
4. All visiting residents/fellows will check in with the GME Office at the start of their rotation.

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SECTION II

DUE PROCESS GUIDELINES and POLICIES

DUE PROCESS FOR RESIDENTS and FELLOWS

I. Purpose/Expected Outcome:

A. The procedures described below govern the nondisciplinary and disciplinary actions that can be taken against residents and fellows (collectively referred to herein as "residents"). Residents are physicians under contract in an accredited/nonaccredited graduate medical education program who have privileges to practice medicine under specified conditions for a designated, limited period of time. While performing their duties as a resident during the time specified in the contract, they are afforded procedural rights as described below. Residents are not entitled to procedural rights afforded under the Banner University Medical Staff Bylaws, the Human Resources policies of Banner University Medical Center or of Banner University Medical Group, nor the Human Resources policies of the University of Arizona.

B. Disciplinary action is any action imposed on a resident because he or she fails to meet established standards. It is categorized into three major areas: Below Standard Performance, Professional Misconduct, and Impairment.

1. Below Standard Performance is when a resident does not demonstrate the requisite breadth or depth of skills, attendant knowledge, or judgment needed to address clinical matters expected for a resident at that level of education in that specialty.
2. Physician Misconduct is when a resident fails to fulfill the ethical, moral, and/or legal requirements that are set forth by appropriate professional organizations and legal jurisdictions as well as Banner, Banner University Medical Group and/or University of Arizona policies. Specific mention of physician misconduct is also found under the sections on Guidelines for relating with Other Hospital Staff, Discrimination/Harassment policy and Sexual Harassment. Residents should be familiar with, and abide by, the codes, rules and regulations of the American Medical Association, American Osteopathic Association, applicable specialty boards, Arizona Medical Board (AMB), the Osteopathic Board of Examiners (OBEX) and other licensing agencies, including those pertaining to professional conduct.
3. Impairment is when a resident has a physical or mental illness, including substance abuse, which may affect the resident's performance.

C. Incident reports, regular evaluations, and other routine information gathered in the course of the evaluation of a resident do not constitute a request for non-disciplinary or disciplinary action, but these findings may result in the initiation of investigations.

D. This policy does not deal with delinquent medical records, which is covered under a separate policy. However, disciplinary action may be taken if records are repeatedly delinquent.

E. Notice of any action or decision under these due process procedures shall be made in writing and delivered to the affected resident via his or her employee email address or the resident's designated preferred email. All deadlines will be calculated beginning the calendar day after the date of the email.

The University of Arizona College of Medicine Phoenix and College of Medicine Tucson, as the sponsoring institutions, will make the final determination with regard to a resident's participation or advancement in a residency program.

II. Non-disciplinary Action

A. Whenever the performance or conduct of a resident suggests the need for intervention or improvement short of disciplinary action, the residency Program Director or designated faculty member (referred to herein as "Program Director") shall investigate the matter, discuss it with the involved resident and determine the next steps.

B. If, in the judgment of the Program Director, the matter warrants non-disciplinary action, he/she will take such action and subsequently advise the program's Clinical Competency Committee (CCC).
C. The Program Director may take any non-disciplinary action deemed appropriate, including placing the resident on leave or on Emergency Suspension pending an investigation into allegations of Below Standard Performance, Physician Misconduct, or Impairment.
D. Non-disciplinary actions are not considered a formal disciplinary action. The resident has no right of appeal of a non-disciplinary action. However, if the resident believes the action was not warranted, he/she may submit documentation of such belief to the CCC. The CCC may, in its sole discretion, review the submission and decide whether to take action.
E. The Program Director may take any non-disciplinary action deemed appropriate, including but not limited to:
   1. Issue a letter of concern;
   2. Allow a leave of absence for personal reasons;
   3. Require that a resident obtain an assessment to determine possible substance impairment;
   4. Refer the resident to Occupational Health where impairment relates to job performance;
   5. Require the resident to repeat one or more rotations if such rotation(s) do not extend the program;
   6. Require the resident to complete training in the Banner Simulation Center;
   7. Require the resident to submit a formal action plan, which may include a variety of actions such as required readings and tests;
   8. Require the resident to establish mentor relationships with identified members of the faculty or senior residents;
   9. Require the resident to meet on a scheduled basis with identified members of the faculty or senior residents;
F. **The Program Director may begin Disciplinary Action (below) without having first utilized a Non-Disciplinary Action.**

III. Disciplinary Action

A. Whenever the performance or conduct of a resident suggests the need for disciplinary action, the residency Program Director shall immediately consult with the Graduate Medical Education (GME) Office. The Program Director will then investigate the matter, discuss it with the involved resident, and determine the next steps in conjunction with the GME Office.
B. If, in the judgment of the Program Director, the matter warrants disciplinary action, he/she will bring the issue, along with recommendations, before the program's Clinical Competency Committee (CCC) for deliberation and recommendation.
C. The CCC may recommend any actions deemed appropriate to address the matter, including, but not limited to, one or more of the following actions:
   1. Require that the resident successfully complete additional training as specified by the CCC;
   2. Place the affected resident on probation, specifying the behaviors/performance issues that must be remedied;
   3. Recommend that the disciplinary action be mentioned on the resident's summative letter;
   4. Recommend that the resident be suspended for a specified period of time;
   5. Recommend that the resident's contract not be renewed for the subsequent year;

6. Do not recommend that the resident be allowed to sit for the designated board examination in his/her specialty;
7. Recommend that a certificate of satisfactory completion not be awarded the resident;
8. Recommend that the resident be dismissed from the residency program.

D. The Program Director will make a recommendation for disciplinary action, which recommendation may be made before or after consulting with the CCC. The Program Director will promptly notify the resident of that recommendation in writing to the resident's employee email address or designated preferred email address and, whenever practicable, meet with the resident to discuss the decision.

E. The resident shall have seven calendars days to submit a written request for consideration/reconsideration to the Program Director.

F. If consideration/reconsideration is requested timely, the resident (and a non-speaking advisor if requested) shall have the right to appear before the CCC and present evidence and arguments on his or her behalf. The right to appear does not include the right to be represented at the appearance by counsel, or to call witnesses.

G. The CCC will consider the evidence and arguments presented by the resident and will provide the resident with written notice of its decision on the recommended disciplinary action(s) within seven calendar days of the resident's appearance before the CCC. The CCC may uphold, modify, or reject the Program Director's decision.

H. Failure to timely request reconsideration constitutes a waiver of the right to request reconsideration by the CCC and the right to appeal to the Graduate Medical Education Committee (GMEC). The Program Director's decision will then become final, immediately, with no further review available.

I. In the event the CCC upholds the Program Director's decision to impose discipline, the recommendation may be immediately implemented, pending appeal to, the GMEC. If the Program Director decides to dismiss the resident from the Program, the resident will be assigned to non-clinical duties and will continue to receive pay while the matter is resolved on appeal, if requested.

J. In the event the CCC upholds or modifies the Program Director's imposed disciplinary action(s), the affected resident shall have the right to appeal to the GMEC.
   1. The resident shall have seven calendar days after receiving the CCC's decision on the imposed disciplinary action to deliver a written request for appeal to the Designated Intuitional Official (DIO). The DIO will inform the Chair of the GMEC of the request for an appeal.

K. Failure to request an appeal in the time and manner specified shall constitute a waiver of the right to appeal, and the Program Director's recommended disciplinary action shall become final, immediately, with no further review process available.

L. If the affected resident requests an appeal to the GMEC, he/she shall be given due process rights. The appeal will be reviewed on the following terms:
   1. The resident and Program Director will receive 14 calendar days advance notice of the date, time and location of the appeal, unless the resident and Program Director agree to a shorter notice period. This notice will also include the names of the GMEC members who have been appointed to hear the appeal.
      a. Appeals will be heard by a Review Panel of no less than five members of the GMEC, selected by the GMEC Chair, one of which must be a resident or fellow. The GMEC Chair will name a Review Panel Chair. The Review Panel members must be impartial and have no involvement with any underlying investigation or the decision to impose disciplinary action.
      b. In the event five GMEC members are unavailable, the GMEC Chair may select a Review Panel member from the faculty.

c. The DIO may appoint an attorney to advise the Hearing Panel.

2. The resident and the Program Director have the right to appear before the selected GMEC Review Panel, to bring witnesses to speak on their behalf, and to question any witness.
    a. At least seven calendar days prior to the review, the resident and the Program Director shall notify the Review Panel Chair of the name of each witness he/she intends to bring to the hearing.
    b. The Review Panel Chair may exclude any witness deemed immaterial to the recommended disciplinary action or whose statements will be redundant to other witnesses.
3. The resident and the Program Director may submit documents for the Review Panel to consider. The resident's documents may include a written statement in support.
    a. All documents must be submitted to the Review Panel Chair at least seven calendar days prior to the review.
    b. The Review Panel Chair will distribute the documents to the Review Panel members, the Program Director and the affected resident at least 5 calendar days prior to the review.
4. The resident may be accompanied by an advisor, who may or may not be an attorney. While the advisor may consult with and advise the resident during the review, the advisor shall not participate in any way in the proceedings.
    a. If the resident chooses to be accompanied by an advisor who is an attorney, the resident must notify the DIO and the GMEC Chair within seven calendar days of the request for an appeal.
5. An attorney may be appointed to consult and advise the Program Director during the review.
6. Legal fees and other costs, if any, shall be borne by each side on its own behalf.
7. The Review Panel may directly question the affected resident, the Program Director, and any witness at any time during the review.
8. The proceeding will be recorded only if a request for recording is submitted to the Review Panel Chair by the resident or the Program Director at least five calendar days prior to the review. The method of recording may be an audio recording or any other method selected by the Review Panel Chair.

M. The burden of persuasion is upon the affected resident to demonstrate that the recommendation of the Program Director was not justified based on the evidence.

N. The Review Panel shall conduct its deliberations privately. The Program Director will not participate in deliberations. The Review Panel shall make its decision within 14 calendar days following the review and shall prepare a written statement setting forth its determination and the reasons therefor. The determination of the Review Panel shall be final and binding and no further review or appeal is available.
    1. The determination of the Review Panel will be sent to the DIO, who will distribute the decision to the resident, the Program Director, the GMEC Chair, the Dean of the College of Medicine, and the GME Office.
    2. In the event the resident is placed on probation or dismissed, the GME Office will notify the AMB, the OBEX, and/or the ACGME as required.

O. The record of the appeal is confidential except (a) to the extent authorized in writing by the affected resident and agreed to by the DIO or (b) as may otherwise be appropriate in response to a governmental or legal process. The action of the Review Panel shall be disclosed in the same manner as all other recommendations and actions of the CCC and GMEC.

IV. Resident Impairment

A. Whenever a resident suspects that he, she, or another resident may be impaired, the resident should contact his or her Program Director and provide the details of the behavior or information leading to this concern. Whenever information suggests that a resident may be impaired, the Program Director will conduct an investigation and interview the resident to determine whether credible evidence of impairment exists. If, in the judgment of the Program Director, no such evidence exists, the matter is dropped.

B. If, in the judgment of the Program Director, credible evidence exists to suggest impairment, the Program Director will institute the drug testing policy & protocol (below) and one or several of the following:
   1. Testing of bodily fluids for misuse of chemical substances according to the section on Drug Testing described below;
   2. Referral to an appropriate heath professional including a psychiatrist or other mental health professional;
   3. Periodic sessions with the resident's faculty advisor, Program Director or both; and/or
   4. Disciplinary action in accordance with the section on Procedure for Disciplinary Action previously described.

V. Drug Testing Policy

A. Because chemical substance (including alcohol, illicit and licit drugs) abuse may impair a physician's performance, tests for alcohol and chemical substances will be required at the time of the initial employment physical or whenever evidence suggests that a resident may be impaired ("for cause testing"). Residents who are on stipulation with AMB/OBEX or have signed a reentry agreement will also be subject to random testing.

B. The Program Director or designee may require a resident to undergo for cause testing for drugs and/or alcohol. Cause for such testing shall include without limitation:
   1. Evidence of misuse of prescribed or non-prescribed drugs
   2. Evidence of use of alcohol or drugs while on duty
   3. Evidence of impairment while on duty
   4. Failure to meet duties and responsibilities that other residents regularly fulfill
   5. Repeated absences which are inadequately explained
   6. Repeated tardiness for scheduled responsibilities
   7. Bizarre or disruptive behavior
   8. Any performance which is overtly negligent
   9. Physical or verbal abuse toward any colleague, hospital staff member, office staff member or patient
   10. Any other circumstance which provides possible cause to believe that chemical substance abuse is present

C. All cases in which drug testing is required will be reviewed by the appropriate CCC.

D. Any resident found to have tested positive will be summarily suspended with pay and reported to AMB/OBEX. The resident will not be permitted to return to work until cleared by Occupational Health and authorized by the Program Director and the DIO. Prior to such authorization, the resident must agree to comply with the conditions imposed by Occupational Health and the Program Director, including entering into and complying with the terms of the Banner Health Reentry Agreement, and conditions imposed by AMB and/or OBEX.

E. Continuation in the residency program after a positive test is conditional upon compliance with the terms of reinstatement and at the discretion of the Program Director and the CCC.

F. Any resident who subsequently has a positive test for the misuse of drugs may be immediately terminated from the residency program without appeal rights.

G. Any resident who refused to take a urine test will be summarily suspended. The disciplinary process for emergency suspension will be followed. All reports mandated by law will be made.
H. Performance and/or conduct issues suggesting evidence of impairment will be investigated and disciplinary action may be initiated as set forth above.

VI. Emergency Suspension Procedure

A. The DIO and the Program Director or their designee shall have the authority to place a resident on emergency suspension from his/her program or summarily impose limitations whenever such action must be taken in the best interest of patient care, in response to a positive drug screen, or to investigate a disciplinary matter. Such suspension shall be reported to the Program Director and the DIO and shall become effective immediately upon notification to the affected resident. A resident who is on emergency suspension shall be promptly informed of the parameters of the suspension in writing by the Program Director. The emergency suspension will remain in effect pending the Disciplinary Action procedures, unless lifted by the DIO at his discretion. Banner may suspend a resident when such action must be taken in the best interest of patient care.

VII. Automatic Suspension

A. Action by ABM/OBEX revoking a resident's training permit to practice medicine will automatically terminate the resident's contract. Residents subject to automatic revocation will not be entitled to any of the procedural or appeal rights set forth in this manual. Action by AMB/OBEX suspending a resident's training permit to practice medicine will automatically result in suspension of the resident without pay. The suspension will remain in effect for no more than one year. If the AMB/OBEX suspension remains in effect after one year, the contract will automatically terminate and the resident shall not be entitled to any of the procedural or appeal rights set forth in this manual. If within one year the resident's suspension is lifted and his/her training permit is reinstated, the affected resident has the right to appear before the CCC and request reinstatement into the residency program and to appeal an adverse decision as set forth in the Procedure for Disciplinary Action.

SECTION III

BANNER UNIVERSITY MEDICAL GROUP (BUMG) POLICIES

COMPLIANCE EDUCATION AND TRAINING PROGRAM

The purpose of the Compliance Education and Training Program is to facilitate the acquisition of these skills and knowledge to all Banner Health employees, medical staff members, directors and officers, and individuals not employed by Banner who, either directly or indirectly perform billing or coding functions for Banner Health or who provide direct patient care items or services on behalf of Banner (excluding vendors or suppliers whose sole relationship with Banner is the sale or lease of medical supplies and equipment to Banner Health).

In accordance with the Banner Health policy - "Compliance Program Obligations", all Banner Health employees ("Covered Persons") are required to complete assigned compliance training by the due date assigned. New "Covered Persons" will be assigned compliance orientation training with a due date that is 30 days from the start of employment date. All "Covered Persons" will be assigned compliance training annually which must be completed before the "Covered Persons" annual evaluation or anniversary date with Banner Health.

These modules must be completed within the first 30 days of employment. Residents and fellows will have access to these modules as of the first day of orientation. An overview of how to access the mandatory compliance modules will be given during orientation.

Annual Mandatory Education for ALL Clinical - Patient Contact Employees: *(These modules are subject to change periodically)*

1. Compliance Code of Conduct
2. Early Heart Attack Care
3. Employee Handbook Acknowledgment
4. GHS Awareness – OSHA
5. HIPAA The Power of Privacy
6. Infection Control: Bloodborne Pathogen and TB Training
7. Patient Rights
8. Policy and Procedures End User Guide
9. Raising Compliance Issues
10. Safety – Employee Safety
11. Security and Workplace Violence
12. Stroke Alert

DELINQUENT RECORDS POLICY

Residents and fellows are responsible for ensuring that all applicable patient charts are completed, i.e. documented and authenticated, within their specified time period.

1. Residents/fellows are advised of incomplete documentation via their electronic physician inbox. A medical record is considered delinquent based on the time frames below.

Documentation Requirement	Timeframe	Exclusions
Emergency Room Report	Documented within 24 hours of discharge/disposition from the ED	
Admitting Progress Note	Documented within 24 hours of admission	
History & Physical	Documented within 24 hours of admission and before invasive procedure	
Consultation Reports	Documented within 24 hours of consultation	
Post op Progress Note	Documented immediately post-op when there is a delay in the availability of the full report	
Provider Coding Clarification	Completed within 7 days of notice.	
Operative Report	Documented immediately post-op and no later than 24 hours after the procedure.	
Special Procedures Report	Documented within 24 hours of notice.	
Discharge Summary Report	Documented at the time of discharge but no later than 24 hours after discharge.	Not required on all admissions less than 48hrs, or for normal vaginal deliveries and normal newborns
Discharge Progress Note	Documented at the time of discharge but no later than 24 hours after discharge for all admissions less than 48hrs or for normal vaginal deliveries and normal newborns.	
Death Summary Death Pronouncement Note	Documented at the time of death/disposition or within 24 hours of death. Completed at the time the patient is pronounced or within 24 hours of death.	
Transfer Summary	Documented at the time of transfer no later than 24 hours.	

Signatures	Authentication of transcribed or scanned reports and progress notes, within 7 days from the date of notice.	
Verbal Orders	Dated, time and authenticated within the timeframe specified by state regulation Alaska = 72 hours Arizona = 72 hours California = 48 hours Colorado = 48 hours Nebraska = 48 hours Nevada = 48 hours Wyoming = 24 hours	
Psychiatric Evaluation	Documented within 24 hours of admission	

2. The Health Information Management Services (HIMS) Department will send a weekly notice, via email, to the applicable residents/fellows regarding their incomplete documentation; the Program Director and/or designee will also be copied in this communication.

3. The Program Director or designee in each residency/fellowship program will also receive a weekly delinquency/professionalism update from the HIMS Manager or designee. The Program Director or designee will be responsible to contact the resident/fellow to remind them of their delinquent records.

4. Any resident/fellow who has delinquent documentation can be automatically suspended from regular residency/fellowship responsibilities and/or required to use vacation days to complete all of their incomplete records based on the guidelines set forth by their residency/fellowship program and director.

DISABILITY BENEFITS

Short Term and Long Term Disability (STD/LTD)

STD – provides benefits at the time disability or illness is incurred for lost work time for up to 26 weeks in a calendar year. Benefits begin immediately for non-occupational illness or injury. The Short Term Disability Plan protects your income if you cannot work due to an illness or injury. You are automatically enrolled. Residents/fellows will receive 100% of their pay while on STD.

LTD - If you remain disabled beyond the 26 week period for STD, you may be covered by a LTD policy which provides a monthly benefit of $2000 for as long as you are disabled or to age 65, whichever occurs first. Upon completion of your training, the insurance company guarantees that you will be able to continue the long-term disability policy if you pay the premiums. Enrollment is required.

DOCUMENTATION FOR EMPLOYMENT

All residents and fellows are responsible for supplying documentation demonstrating they are able to work legally in the United States. Employment will not commence or will cease immediately with NO RIGHT TO REVIEW should their visas expire or should they otherwise be unable to document their ability to work legally.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

Through CIGNA, Banner Health provides a valuable benefit to you and your family members by making available independent counseling assistance and referral for marital, family, emotional and chemical-dependency problems. CIGNA staff is dedicated to maintaining confidentiality. CIGNA is required in some cases to report to licensing authorities, or report when a violation of law or regulations can potentially affect patient care. - You can contact CIGNA by phone at 1-800-633-5954 or visit their website at www.Cignabehavioral.com , Employer ID: bannerhealth.

HARASSMENT POLICY

Banner Health is committed to providing a professional work environment that maintains employee equality, dignity, and respect. In keeping with this commitment, Banner Health strictly prohibits unlawful discriminatory practices, including, but not limited to, Harassment, Sexual Harassment and Retaliation. Harassment, Sexual Harassment and Retaliation, whether verbal, physical or environmental, are unacceptable and will not be tolerated.

Sexual harassment in the workplace is unacceptable and will not be tolerated from employees, patients, **visitors**, physicians, volunteers, or any others doing business with Banner Health. To ensure that Banner Health provides an atmosphere free of any behavior or conduct that could be interpreted by any reasonable person as sexual harassment, there is strict adherence to the system's Sexual Harassment Policy.

We are all responsible for helping to enforce this policy against harassment. If you have been the victim of prohibited harassment, have witnessed such harassment, or been the victim of sexual harassment, you must immediately notify your Program Director, DIO or the Banner Health's Affirmative Action office so the situation can be promptly investigated and remedied. Banner Health takes all complaints of discrimination or harassment seriously. It is our policy to investigate all harassment complaints thoroughly and promptly. We will maintain the confidentiality of those involved to the fullest extent possible.

HEALTH INSURANCE BENEFITS FOR RESIDENTS/FELLOWS, FAMILIES & MORE

I. Health Insurance Benefits – your benefits begin as of the effective date of your contract which is usually the first day of orientation. You must enroll by your enrollment deadline (31 days from your date of hire) or you will have to wait to enroll during the annual enrollment period and will be without coverage during that interim period. Additional information regarding plan details and co-pays, refer to enrollment guide at www.bannerbenefits.com.

a. Banner Health Benefits is a way to provide health benefits to you that allow you to design the benefits to more specifically meet the needs of you and your family.

b. Available health benefits options:
   - i. Medical Plan Choices
   - ii. Dental Plan Choices
   - iii. Vision Plan

c. Other Benefits options:
   - i. Legal Plan
   - ii. Flexible Spending Accounts/ Health Savings Account
   - iii. Basic or Optional Life Insurance Plan Choices
   - iv. Accidental Death and Dismemberment Insurance Choices
   - v. Home/Auto Insurance Choices
   - vi. Employees Choosing Health Options (ECHO)
   - vii. Credit Union
   - viii. Community Discount Programs

JURY DUTY

It is Banner Health's belief that you should be afforded the opportunity to serve as a juror, if called, without losing pay for the hours you are scheduled to work. Notify your supervisor immediately if you are called for jury duty so arrangements can be made for necessary work to be performed. You are responsible for coordinating your work time with your supervisor, if not on jury duty for a full shift.

OCCUPATIONAL HEALTH SERVICES POLICY AND PROCEDURE

The Occupational Health Services Department, or the designated area in those facilities without this service, is responsible for approving your return to work following an absence for an injury or illness for a duration of three (3) or more calendar days or following a Leave of Absence. You may be asked to present a physician's consent for return to work for any illness.

The Occupational Health Service may conduct routine tests on employees and other special tests as may be required from time to time. It is a condition for continued employment that you comply with the mandatory tests/immunizations as required by Occupational Health. Fitness for work examinations may be requested by management in consultation with Human Resources when there is a concern about your ability to continue to function in the role for which you are being paid.

PATIENT PHOTOGRAPHY, VIDEOTAPING, AND OTHER VISUAL IMAGING IN THE CLINICAL SETTING FOR TREATMENT OR TRAINING POLICY

I. **Purpose/Expected Outcome:**

a. To protect the privacy of patients and provide guidance to staff when obtaining a patient photograph for treatment or training.
b. To provide photo documentation, when appropriate, of a patient's care during initial assessment and at scheduled intervals to monitor progress in response to treatment.

II. **Definitions:**

a. **Medical Record:** Documentation maintained by Banner, which may be electronic or paper, of the health-related services provided to an individual in any aspect of healthcare delivery or healthcare status of such individual. (See Policy #6203), Content of the Official Patient Medical Record)
b. **Patient Photograph:** A patient picture or image recorded through a variety of visual means including still photography, videotaping, digital imaging, scans of photographs, etc.
c. **Training:** Those training programs conducted by Banner in which students, trainers, or practitioners in areas of health care/education under supervision to practice or improve their skills as health care providers, or training of non-health care professionals.
d. **Workforce:** Workforce means employees, volunteers, trainees, students, physicians, contracted staff or other persons who perform work for Banner Health.

III. **Policy:**

a. Original Patient Photographs taken for diagnostic monitoring and/or treatment purposes are considered part of the patient's Medical Record and are considered Protected Health Information (PHI). Banner equipment will be used when photographing patients for diagnostic monitoring and/or treatment.
b. When a Banner Health Workforce member requires a picture to be taken for Training purposes, personal equipment may be used but the Workforce member will be responsible for de-identifying the image/picture.
c. Photographs taken using a personal cell phone cannot be sent. The image must be downloaded at the facility and then promptly erased from the cell phone.
d. Practitioners will determine whether patients are permitted to take pictures or videos during treatment.
e. If the photograph is not stored with the Medical Record, a reference to its storage location will be noted in the Medical Record.
f. Banner Health's Medical Treatment Agreement (Conditions of Admission) documents the patient's consent to take and use photographs or videotaping of diagnostic and surgical procedures for treatment and Training purposes.
g. When parts of the body require photography, drapes and other material may be used to limit photography to the specific area of the body.
h. Patient Photographs, videotapes and other images taken for diagnostic monitoring and/or treatment purposes should be clearly identified with the patient's name, medical record number (MRN), location of body part photographed, date and time and the name and title of the requestor and picture taking person. Patient Photographs, videotapes and other images used for Training should not include patient's name or medical record number.
i. Photographs used to document patient care must be maintained according to the Records Retention and Destruction Policy, #5767.

REPORTING AND PREVENTION OF INFECTIONS IN HEALTH CARE WORKERS

Section A:

1. When a health care worker has an exposure to bloodborne pathogens, that worker should immediately contact the Post Exposure Prophylaxis hotline [(602) 747-8364] and his or her supervisor.
    a. The exposed health care worker or that health care worker's supervisor will initiate source testing using the procedure identified in the facility in which the exposure occurred.
2. The health care worker or that worker's supervisor will report all occupational exposures to Occupational Health on the Employee Industrial Incident Report

Arizona Revised Statue (A.R.S. 36-663)

HIV Pre-Test Counseling to include:

- Testing purpose, meaning of results and benefits of early diagnosis and treatment
- Nature of acquired immune deficiency syndrome and HIV-related illness, including information about behaviors posing a risk for transmitting the human immunodeficiency virus.
- Confidentiality protections for HIV related information
- HIV testing being voluntary and testing can be performed anonymously at a public health agency
- Law requires that positive test results are reported to public health agency
- Consent for testing may be withdrawn, in writing, at any time before blood is drawn.

Source Patient Testing

Counselor's Responsibilities

- Must be a licensed physician, RN, LPN, PA, Social Worker, counselor or therapist (A.R.S. Title 32).
- Perform counseling with patient/parent or legal representative
- Obtain consent for HIV testing
- HIV testing can be refused
- Obtain consent for release of HIV test results to exposed employee

Source Patient Lab and Consent Forms

- Sonora Quest Lab Form is "Source Patient Testing Requisition"
- Must use – Account # 60151 & Requisition #720529
- This assures that source patient is not billed for test

Two (2) Forms need to be Signed by the Source Patient:

- HIV Consent Form
- Communicable Disease Release of Information to Affected Health Care Worker

Both forms are to be faxed to the Medical Surveillance Coordinator @ (480)412-6449 – all results comes to Occupational Health and <u>no results</u> go in the patient's hospital medical record. All records are kept in Occupational Health.

Original Consents need to be mailed to:

- Patricia Nunez – Medical Surveillance Coordinator
- 2225 W. Southern Ave
- Banner Desert Medical Center
- Mesa, AZ 85002

Documentation in Progress notes the following:

- Counseling was performed
- Consent was obtained
- Test was performed as a result of employee exposure
- All questions answered

If consent for HIV testing is refused:

- Document this in progress notes
- Notify Occupational Health of refusal
- Inform Supervisor/designee of refusal
- HBsAG and HCV may be completed if physician order was obtained

If the patient/source patient is not competent to make a decision; the person(s) responsible for their care / power of attorney or responsible family member may make that decision form them.

RETIREMENT 401(k) PLAN

Banner Health's principal source for retirement income is the Banner Health system 401(k) Plan, matching savings plan where Banner Health contributes one dollar for each dollar that you contribute up to your first 4% of pay. You may enroll at any time after date of hire. Vesting begins immediately and company matching contributions begin after one year of service.

SUBSTANCE ABUSE STIPULATED RE-ENTRY POLICY

A stipulated re-entry agreement between Banner Health (Banner) and an employee may occur:

1. After the employee self-discloses a substance abuse problem and has completed a chemical abuse rehabilitation program.
2. When the employee returns from Disability related to a substance abuse problem.
3. When a new hire discloses that his/her license has been stipulated due to a substance abuse problem, or
4. When management becomes aware that an employee's license has stipulations or the employee is otherwise required to submit to monitoring for a substance abuse problem.

Prior to returning to work the employee will receive a medical evaluation by Banner Health Occupational Health Services (BOHS) or the facility Employee Health Office to determine the conditions of re-entry. A baseline forensic urine drug test collection will be done at the time of the medical evaluation. BOHS will provide counsel to Human Resources as to the conditions for the re-entry agreement. The medical evaluation will happen before the re-entry conference. BOHS/Employee Health will disclose only that information that is relevant to the re-entry process.

Human Resources will determine the conditions for re-entry and prepare a Stipulated Conditions of Employment Agreement. A re-entry conference will be held to review with the employee the conditions of the Agreement and obtain written agreement from the employee. The conference attendees will include the employee, his/her supervisor, Human Resources representative, and when possible BOHS/Employee Health provider who did the medical evaluation.

Terms of the agreement require that the employee remain in the program for a minimum of one year and during this time will be randomly urine and breath tested at least once a month. The employee will authorize Banner Health to contact his/her healthcare provider and/or counselor to determine if the employee is in compliance with the terms of the Agreement. The signed agreement will be placed in the employee's BOHS/Employee Health medical file and no other copies will be filed in Human Resources or the supervisor's file. The employee will be given a copy of the signed agreement.

Notification of random drug and breath testing will be administered through BOHS/Employee Health. BOHS/Employee Health will notify the employee's supervisor that the employee needs to be sent to BOHS for testing. The supervisor will determine what the best time is to send the employee to BOHS/Employee Health. Once the employee is notified by the supervisor he/she has one hour to report to BOHS/Employee Health. The supervisor will call the facility BOHS/Employee Health and advise them that the employee has been notified and should report within the hour. If the employee arrives after the one-hour time limit BOHS/Employee Health will still collect the specimen but will notify Human Resources of the last arrival of the employee. The employee is to be given a maximum of three hours to produce a urine sample. If a sample cannot be obtained within the timeframe the employee will be sent back to his/her department, and Human Resources and the supervisor will be notified. Human Resources and the department manager will make a decision as to what action is to be taken with the employee. If the employee remains employed and is called again within the month and does not give a specimen he/she will be terminated for non-compliance of the terms of the Agreement.

If the employee's drug/breath test is deemed positive by the Medical Review Officer, Human Resources will be notified. Human Resources will work with the supervisor in terminating the employee. Exceptions to this must have approval of the facility CEO and the Senior Vice-President – Human Resources.

TB SKIN TEST (mantoux 5TU)

Indication: Required annually for all employees of healthcare facilities unless previous documented positive response.

a) The Mantoux test should not be administered to anyone with a history of positive reaction
b) If MMR is also needed, give Tb test before MMR, simultaneously with it or 6 weeks after the MMR
c) Tb skin test can be given to pregnant women unless they have written request to hold it from their physician

Common side effects: None

Exhibit 18

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF PIMA

JEREMY AND KIMBERLY HARRIS,	)	
Plaintiffs,	)	
vs.	)	No. C20174589
BANNER UNIVERSITY MEDICAL CENTER TUCSON CAMPUS, LLC, an Arizona Corporation dba BANNER UNIVERSITY MEDICAL CENTER TUCSON; GEETHA GOPALAKRISHNAN, M.D.; MARIE L. OLSON, M.D.; EMILY NICOLE LAWSON, D.O.; PARVANA AMELIA HARTENSTEIN, M.D.; MARCOS ANDRES TERAN, M.D.; JEFF C. HOEHNER, M.D.; DEMITRIO J. CAMARENA, M.D.; PRAKASH JOEL MATHEW, M.D.; JASON THOMAS ANDERSON, M.D.; SARAH MOHAMED DESOKY, M.D.; ARIZONA PEDIATRIC SURGERY AND UROLOGY, LTD; BANNER HEALTH; BANNER UNIVERSITY MEDICAL GROUP; JOHN AND JANE DOES 1 THROUGH 50; ABC PARTNERSHIPS 1-5; and XYZ CORPORATIONS 1-5,	)	
Defendants.	)	

DEPOSITION OF ANNA MACK, R.N.

May 2, 2018
Tucson, Arizona

1 more than intussusception had to be evaluated?
2 A. I -- I imagine because --
3 Q. No, let me change it a little bit.
4 You're not expected to guess --
5 A. Okay.
6 Q. -- okay? You are expected to give me the best
7 possible answer, but if you have some basis for it,
8 which we call an estimate. An example is, you can make
9 an estimate of the size of this table because you can
10 look at it. You can't make an estimate of the size of
11 my refrigerator at home because you can't see it.
12 So I'm not asking you to guess, but to the
13 extent you have some understanding that will make for a
14 meaningful answer, I'm entitled to that.
15 At any time that you were taking care of Connor
16 did you hear any physician mention any other diagnosis
17 than intussusception?
18 A. I can't recall.
19 Q. Okay. In your -- where did you go to school?
20 A. University of Arizona.
21 Q. And what degrees did you get and when?
22 A. Bachelor's of nursing. I graduated in 2011.
23 Q. And what's your work history been since then?
24 A. Banner since September of 2011.
25 Q. So you've been employed by the hospital then

1 and you're employed by the hospital now; correct?
2 A. Correct.
3 Q. Okay. One of the things you were taught in
4 nursing, I'd like you to confirm, is that the medical
5 records should be accurate and complete; true?
6 A. Correct.
7 Q. Okay. In fact, some nurses learn not charted
8 means not done; right? Are you familiar with that?
9 MS. SLATTERY: Form.
10 MS. ROGERS: Join.
11 THE WITNESS: I have heard.
12 BY MR. COHEN:
13 Q. You have heard, I'm sorry?
14 A. I have heard of it.
15 Q. What I should have mentioned is we have to have
16 verbal responses. I know it's tempting sometimes to
17 just shake your head, but the reporter cannot take that
18 down.
19 One of the reasons for keeping complete and
20 accurate records is because you may want to know later
21 on what you saw and heard and thought; true?
22 A. True.
23 Q. One other -- another reason is that other
24 people will see the baby later and they need to know
25 what you saw and heard and thought; right?

Exhibit 19

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF PIMA

JEREMY AND KIMBERLY HARRIS,	)	
Plaintiffs,	)	
vs.	)	No. C20174589
BANNER UNIVERSITY MEDICAL CENTER TUCSON CAMPUS, LLC, an Arizona Corporation dba BANNER UNIVERSITY MEDICAL CENTER TUCSON; GEETHA GOPALAKRISHNAN, M.D.; MARIE L. OLSON, M.D.; EMILY NICOLE LAWSON, D.O.; PARVANA AMELIA HARTENSTEIN, M.D.; MARCOS ANDRES TERAN, M.D.; JEFF C. HOEHNER, M.D.; DEMITRIO J. CAMARENA, M.D.; PRAKASH JOEL MATHEW, M.D.; JASON THOMAS ANDERSON, M.D.; SARAH MOHAMED DESOKY, M.D.; ARIZONA PEDIATRIC SURGERY AND UROLOGY, LTD; BANNER HEALTH; BANNER UNIVERSITY MEDICAL GROUP; JOHN AND JANE DOES 1 THROUGH 50; ABC PARTNERSHIPS 1-5; and XYZ CORPORATIONS 1-5,	)	
Defendants.	)	

DEPOSITION OF CARRIE CARPENTER, R.N.

May 2, 2018
Tucson, Arizona
10:36 a.m.

1 A. Yes.
2 **Q. Okay. What do you remember about him?**
3 A. I was his nurse on the night shift. I work
4 nights, and I was his nurse --
5 **Q. Okay.**
6 A. -- for one shift.
7 **Q. Okay. We'll get -- I'll get into some**
8 **specifics. Let me hear just, if I might, your**
9 **educational background.**
10 A. Sure. I graduated from U of A, University of
11 Arizona --
12 **Q. Uh-huh.**
13 A. -- with a bachelor's in nursing in December of
14 2001.
15 **Q. Any other further -- further nursing or other**
16 **education?**
17 A. No. I'm certified through American Nurses
18 Credentialing Center with a specialty in pediatrics.
19 **Q. And you're an R.N.?**
20 A. Yes.
21 **Q. And that's been since 2001?**
22 A. 2001, yes.
23 **Q. Okay. How long have you worked at the hospital**
24 **where Connor was hospitalized?**
25 A. I've worked there since May of 2001.

1 Q. And so you were a hospital employee when you
2 began and you're a hospital employee now?
3 A. Correct, yes.
4 Q. How many patients -- as of the time you helped
5 take care of Connor Harris in the evening and night of
6 October 23rd, 2014, how many babies with malrotation and
7 volvulus have you ever seen, to your recollection or
8 knowledge?
9 A. None.
10 Q. Okay. What experience had you had as a nurse
11 with bilious vomiting in infants or toddlers, if any?
12 A. I have seen infants and toddlers with bilious
13 vomiting.
14 Q. About how many?
15 A. Oh, gosh, over the course of my career --
16 Q. Well, I should have mentioned -- let me
17 interrupt for a second.
18 There may be times when you can't give an
19 absolutely precise answer. Let me make a distinction in
20 the law that may or may not always be easy to do,
21 between a guess and an estimate.
22 I don't expect you to guess, but to the extent
23 you can give us some answer that has some basis in your
24 recollection or understanding, we call that an estimate.
25 For example, you can give me an estimate about the size

Exhibit 20

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF PIMA

JEREMY AND KIMBERLY HARRIS,	)	
Plaintiffs,	)	
vs.	)	No. C20174589
BANNER UNIVERSITY MEDICAL CENTER TUCSON CAMPUS, LLC, an Arizona Corporation dba BANNER UNIVERSITY MEDICAL CENTER TUCSON; GEETHA GOPALAKRISHNAN, M.D.; MARIE L. OLSON, M.D.; EMILY NICOLE LAWSON, D.O.; PARVANA AMELIA HARTENSTEIN, M.D.; MARCOS ANDRES TERAN, M.D.; JEFF C. HOEHNER, M.D.; DEMITRIO J. CAMARENA, M.D.; PRAKASH JOEL MATHEW, M.D.; JASON THOMAS ANDERSON, M.D.; SARAH MOHAMED DESOKY, M.D.; ARIZONA PEDIATRIC SURGERY AND UROLOGY, LTD; BANNER HEALTH; BANNER UNIVERSITY MEDICAL GROUP; JOHN AND JANE DOES 1 THROUGH 50; ABC PARTNERSHIPS 1-5; and XYZ CORPORATIONS 1-5,	)	
Defendants.	)	

DEPOSITION OF DINORAH MORALES

August 27, 2018
Tucson, Arizona
11:31 a.m.

1 A. Uh-huh.
2 Q. Anything else besides that? Anything in this
3 chart that would document any other information besides
4 what's on the requisitions?
5 A. I don't know. I'm assuming a nurse would
6 probably document the information.
7 Q. Okay. Now, here -- let me be really clear. I
8 don't really want to hear about your assumptions, unless
9 I ask you for your best recollection or best
10 understanding. Assumptions by themselves are suspicious
11 types of evidence unless they have a real basis.
12 So if I ask you about what happened and you
13 remember what happened, I want to hear that. If I want
14 to know not what you remember happened but what's in the
15 chart, since, of course, you and the other healthcare
16 providers are in charge of what goes into the chart,
17 I'll ask you that. If I -- if, on the other hand, I
18 want to ask you, Well, we don't have a recollection, we
19 don't have a chart. Tell me what you think normally
20 happens, I will ask you that.
21 So can we agree on -- that -- that we will
22 understand each other, can we not, as to what I'm asking
23 you about?
24 A. Yes.
25 Q. Okay. When you -- as of October 23rd when you

1 took care of Connor Harris, were you an employee of
2 Banner-University Medical Center?
3 A. Yes.
4 Q. Okay. You were -- you had no faculty position
5 at the University of Arizona; true?
6 A. No.
7 Q. That's true? I'm sorry, bad question.
8 Isn't it true that you had no faculty position?
9 A. Yes.
10 Q. Okay. All right. And in your examination of
11 Connor Harris, you conducted yourself according to what
12 you understood to be the rules and regulations, policies
13 and procedures of Banner-University Medical Center as
14 they applied to your particular type of work,
15 sonography; true?
16 A. Yes.
17 Q. Okay. And there was nothing you did that you
18 felt violated any Banner-University Medical Center
19 policy, procedure, rule, or regulation; is that true?
20 A. Yes.
21 Q. Okay. Now, what exactly had you -- have you
22 reviewed come into this -- into this deposition? I
23 understand you did look at the images themselves.
24 A. Uh-huh.
25 Q. First of all, which images did you look at?

Exhibit 21

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF PIMA

JEREMY and KIMBERLY HARRIS,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	No. C 2017 4589
	)	
BANNER UNIVERSITY MEDICAL CENTER TUCSON CAMPUS, LLC, an Arizona corporation; et al.,	)	
	)	
Defendants.	)	
	)	

VIDEOTAPED DEPOSITION OF BOBBY KALB, M.D.

May 4, 2018
Tucson, Arizona
9:00 a.m.

Reported by: ANTHONY C. GARCIA, RDR, CR
Certified Reporter No. 50218

KATHY FINK & ASSOCIATES, INC.
2819 East 22nd Street
Tucson, Arizona 85713
(520) 624-8644 Fax (520) 624-9336

1 A. Three to four.

2 **Q. And was there one person who did the triage**
3 **for ultrasounds during the day or was it any one of the**
4 **three or four?**

5 A. I don't know the answer to that.

6 **Q. Do you know how triage was done in the**
7 **ultrasound department during the day for ultrasounds**
8 **ordered stat?**

9 A. Typically, there is not one person assigned
10 to it, is my understanding. But, typically, there is a
11 person there that is working that will review the list,
12 but that responsibility is often shared.

13 **Q. But the person who -- we've heard tales of**
14 **a -- I don't mean to be disrespectful. We've heard**
15 **testimony about a sonographer in ultrasound being the**
16 **person who not only does the film and flags ultrasound**
17 **abnormalities for the attending to read, but also**
18 **schedules the ultrasounds when they see -- he or she**
19 **sees how many procedures are requested stat.**

20 **Is that the case?**

21 A. When an order comes in, the technologist has
22 to physically or manually schedule the patient in our
23 system.

24 **Q. Okay. Is that done by technologist**
25 **rather than --**

1 A. Yes.
2 Q. Is a technologist different from the
3 sonographer?
4 A. No. It's the same thing.
5 Q. And that technologist is a hospital employee?
6 A. Yes.
7 Q. In fact, all the technologists who perform
8 CAT scans, MRIs, ultrasounds, who perform them in
9 hospital are hospital employees?
10 A. Yes.
11 Q. As far as you know, they've always been
12 hospital employees, at least the time you've been
13 there?
14 A. Yes.
15 Q. Okay. And what rules are there, based on the
16 hospital department radiology policies, written or not,
17 that tell a technologist how to prioritize the
18 performance of stat ultrasounds? I mean, if it's the
19 same as what you said about the others?
20 A. It is the same.
21 Q. Okay. So, number one, they try to classify
22 them as to floor, emergency room or office, and
23 number -- and one that's involving a direct admission
24 and immediate order would be somewhere between
25 emergency room -- might or might not get the same

Exhibit 22

SUPERIOR COURT OF THE STATE OF ARIZONA.

IN AND FOR THE COUNTY OF PIMA

JEREMY AND KIMBERLY HARRIS, Plaintiffs, v. BANNER UNIVERSITY MEDICAL CENTER TUCSON CAMPUS, LLC, an Arizona Corporation dba BANNER UNIVERSITY MEDICAL CENTER TUCSON; GEETHA GOPALAKRISHNAN, M.D.; MARIE L. OLSON, M.D., EMILY NICOLE LAWSON, D.O.; PARVANA AMELIA HARTENSTEIN, M.D.; MARCOS ANDRES TERAN, M.D.; JEFF C. HOEHNER, M.D.; DEMITRIO J. CAMARENA, M.D.; PRAKASH JOEL MATTHEW, M.D.; JASON THOMAS ANDERSON, M.D.; SARAH MOHAMED DESOKY, M.D.; ARIZONA PEDIATRIC SURGERY AND UROLOGY, LTD; BANNER HEALTH; BANNER UNIVERSITY MEDICAL GROUP; et al., Defendants.	NO. C20174589

VIDEOTAPED DEPOSITION OF SARAH DESOKY, M.D.

May 3, 2018
10:08 a.m.

Tucson, Arizona

COLLEEN KELLY, RPR
CR #50386 (AZ)
KATHY FINK & ASSOCIATES, INC.
2819 East 22nd Street
Tucson, AZ 85713
Phone: (520)624-8644 Fax:(520)624-9336

1 S-O-N-O-G-R-A-P-H-E-R; is that right?
2 A. Yes.
3 Q. Is that a physician?
4 A. No.
5 Q. That's a person who works in the radiology
6 department and helps radiologists, like yourself, get
7 things done and get appropriate studies; right?
8 A. Yes.
9 Q. The person who actually performs this
10 ultrasound -- well, let me break it down. I'm sorry, I'm
11 very disjointed today. The lawyers have worn me down.
12 They're so tough. It's killing me. It's a long week.
13 So the sonographer is the first person in
14 the department to get the message that an ultrasound,
15 stat or otherwise, is requested by the floor. And the
16 sonographer -- and the sonographer, as you said, is part
17 of the hospital's radiology department; yes?
18 A. Yes.
19 Q. And this person then schedules the sonogram
20 that was ordered first and then performs it in the order
21 that the sonographer feels is appropriate; correct?
22 MS. SLATTERY: Form.
23 A. I'm not actually sure how they go about doing
24 that part because I am not involved in that part.
25 Q. (By Mr. Cohen) Okay. Is there any physician

1 **Q. (By Mr. Cohen) Did you know that, contrary to**
2 **all of these particular situations, instructions and**
3 **powers as regards your clinical practice activities, that**
4 **the terms and conditions associated with your academic**
5 **teaching and research activities continued to be governed**
6 **by your prior university offer letter and your most**
7 **clinical -- recent clinical faculty notice of**
8 **appointment? Did you know that?**
9 MS. SLATTERY: Form and foundation.
10 A. I don't know that, no.
11 **Q. (By Mr. Cohen) Your work was conducted, as of**
12 **October 2015, in a facility that belonged to Banner;**
13 **right?**
14 A. Yes.
15 **Q. The technicians and the people who assisted**
16 **you, technicians, nurses, sonographers, they were**
17 **provided to you by Banner; yes?**
18 A. Yes.
19 **Q. Any other departments that you might need to**
20 **take care of a patient, whether you had to refer to a**
21 **laboratory or a type of surgery, or whatever, those other**
22 **services were provided to you by Banner; correct?**
23 A. I didn't know that.
24 **Q. Really? Okay. That's your answer.**
25 **Give me a minute.**

1 **reasonable for this family, coming from Safford, to**
2 **believe that the doctors that were assigned to them at**
3 **Banner Hospital were doctors who had been required to be**
4 **vetted by Banner Hospital before they got privileges?**
5 MS. SLATTERY: Foundation.
6 A. I think that's reasonable.
7 **Q. (By Mr. Cohen) You were vetted. You had to**
8 **follow all of Banner University Medical Center's rules**
9 **and regulations, policies and procedures, in order to**
10 **practice; right?**
11 A. Yes.
12 **Q. And if you called for a consult, say, with a**
13 **surgeon, a surgeon's need on a patient whose x-ray I've**
14 **seen, it would be someone who's sent up -- who was up on**
15 **the Banner schedule; right?**
16 MS. SLATTERY: Form and foundation.
17 A. I don't know how they come up with their
18 schedule.
19 **Q. (By Mr. Cohen) Okay. Give me just one more**
20 **minute.**
21 **Were you aware that after Banner did its**
22 **takeover, you were subjected to their restricted**
23 **covenant, meaning you could not practice within 10 miles**
24 **or so of the Banner facility?**
25 MS. SLATTERY: Form and foundation.

Exhibit 23

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF PIMA

JEREMY AND KIMBERLY HARRIS,	)	
Plaintiffs,	)	
vs.	)	No. C20174589
BANNER UNIVERSITY MEDICAL CENTER TUCSON CAMPUS, LLC, an Arizona Corporation dba BANNER UNIVERSITY MEDICAL CENTER TUCSON; GEETHA GOPALAKRISHNAN, M.D.; MARIE L. OLSON, M.D.; EMILY NICOLE LAWSON, D.O.; PARVANA AMELIA HARTENSTEIN, M.D.; MARCOS ANDRES TERAN, M.D.; JEFF C. HOEHNER, M.D.; DEMITRIO J. CAMARENA, M.D.; PRAKASH JOEL MATHEW, M.D.; JASON THOMAS ANDERSON, M.D.; SARAH MOHAMED DESOKY, M.D.; ARIZONA PEDIATRIC SURGERY AND UROLOGY, LTD; BANNER HEALTH; BANNER UNIVERSITY MEDICAL GROUP; JOHN AND JANE DOES 1 THROUGH 50; ABC PARTNERSHIPS 1-5; and XYZ CORPORATIONS 1-5,	)	
Defendants.	)	

DEPOSITION OF MERLIN LOWE, M.D.

May 2, 2018
Tucson, Arizona

1 A. Yes.
2 Q. So some vetting of the people who practice at
3 the hospital is done by -- was done by Banner and
4 patients had a right to assume that; true?
5 A. Yes.
6 Q. All right. Let me see if I have anything else.
7 I don't think so. Thanks for putting up with
8 me. Let me just make sure.
9 MS. SLATTERY: Do you have any?
10 MS. ROGERS: I don't.
11 MS. SLATTERY: We'll read and sign.
12 MR. COHEN: Let me make sure. I'm almost done.
13 BY MR. COHEN:
14 Q. Were there any -- a couple of more things and
15 I'll be done.
16 Were you required to -- did you have any
17 mandatory attendance at any courses that were part of
18 your working at Banner?
19 A. By -- well, Banner requires -- there is some
20 sort of online courses --
21 Q. Okay.
22 A. -- you know, statements to go through. We're
23 required to do those. We're required to do continuing
24 medical education.
25 Q. Okay. But the cour- -- the courses, just tell

1 me what that's like. Banner required you to take
2 certain online courses?
3 A. Banner has these sort of, you know, review
4 courses that -- that anybody who has privileges at the
5 hospital are required to go through, things like, you
6 know, the harassment policies, those types of policies
7 are all outlined in these small courses.
8 Q. And -- okay. And they also had standards, did
9 they not, had standards of appropriate conduct towards
10 visitors and patients? Is that something that you
11 recall?
12 A. I don't specifically recall it, but it sounds
13 like something that would be possible -- or a course
14 that they would have us do.
15 Q. And were you aware that at that time, as of --
16 as of the effectiveness of the merger, the -- Banner had
17 an occupational health services department which had the
18 right to decide whether you could practice if you had a
19 problem with substance abuse. They had a right to
20 determine if you were fit for practice in their
21 hospital. Were you aware of that?
22 A. Yes.
23 Q. Were you aware that Banner from the very start
24 offered health insurance for you and your family?
25 A. They don't offer health insurance for me.

Exhibit 24

SUPERIOR COURT OF THE STATE OF ARIZONA.

IN AND FOR THE COUNTY OF PIMA

JEREMY AND KIMBERLY HARRIS, Plaintiffs, v. BANNER UNIVERSITY MEDICAL CENTER TUCSON CAMPUS, LLC, an Arizona Corporation dba BANNER UNIVERSITY MEDICAL CENTER TUCSON; GEETHA GOPALAKRISHNAN, M.D.; MARIE L. OLSON, M.D., EMILY NICOLE LAWSON, D.O.; PARVANA AMELIA HARTENSTEIN, M.D.; MARCOS ANDRES TERAN, M.D.; JEFF C. HOEHNER, M.D.; DEMITRIO J. CAMARENA, M.D.; PRAKASH JOEL MATTHEW, M.D.; JASON THOMAS ANDERSON, M.D.; SARAH MOHAMED DESOKY, M.D.; ARIZONA PEDIATRIC SURGERY AND UROLOGY, LTD; BANNER HEALTH; BANNER UNIVERSITY MEDICAL GROUP; et al., Defendants.	NO. C20174589

DEPOSITION OF JASON ANDERSON, M.D.

May 3, 2018
1:02 P.m.

Tucson, Arizona

COLLEEN KELLY, RPR
CR #50386 (AZ)
KATHY FINK & ASSOCIATES, INC.
2819 East 22nd Street
Tucson, AZ 85713
Phone: (520)624-8644 Fax:(520)624-9336

1 A. No.

2 Q. Were you aware that there were certain manual

3 education for all clinical patient contact employees,

4 including certain courses you had to take, even if they

5 were short ones?

6 A. I do know that.

7 Q. Well, some such might include compliance code

8 of conduct, early heart attack care, GHS awareness from

9 OSHA, HIPAA, patient rights.

10 Are these the kind of things that you

11 recall?

12 A. Yeah. I did all of those.

13 Q. You did all of those. And you were doing these

14 at the time that we care about; fair?

15 A. Yes.

16 Q. And so out of a list of 12, stroke alert,

17 security in workplace violence, safety, employee safety,

18 raising compliance issues, these are all the types of

19 modules that you were expected, as a resident, to get

20 through?

21 A. Yes.

22 Q. There also were -- there were policies about

23 how you produce medical records; true?

24 A. True.

25 Q. For example, you had to produce emergency room

Exhibit 25

Banner Health

MRN: 30075550
ADM DT: 10/23/2015
HAR 502780050
CSN: 114492912
PATCOM: None

Harris,Connor
DOB:8/22/2014 (14 mos) SEX: M
Richard F Keith, MD

CONDITION OF ADMISSION AND TREATMENT

1. **CONSENT FOR HEALTH CARE SERVICES:** I give my consent to all health care services including routine hospital services, procedures, medications, laboratory procedures and tests, injections and other services or procedures given as ordered by my physician/physician extender or as required by hospital procedure. This consent is effective for this inpatient/outpatient visit and for recurring outpatient services of the same type for a period of one year following its execution. This Condition of Admission and Treatment Agreement covers telemedicine services, including but not limited to e-ICU and consultative services. For obstetrical patients, the consent applies to both the obstetrical patient and the newborn(s). I further understand that a physician is not in the hospital 24 hours/day in the following Banner hospitals: Community Hospital-Torrington, East Morgan County Hospital, Platte County Memorial Hospital, Ogallala Community Hospital, Banner Heart Hospital, Banner Behavioral Health Hospital, and Page Hospital.
2. **LEGAL RELATIONSHIP BETWEEN HOSPITAL AND HEALTH CARE PROVIDERS:** The patient will be treated by his/her attending physician, including physician extenders and covering physicians, and be under his/her care and supervision. Physicians and other health care providers furnishing services to the patient, including but not limited to the emergency room physician, hospitalist,radiologist, pathologist and anesthesiologist, are generally not employees or agents of the hospital, and the hospital is not liable for their actions or omissions. These providers may bill separately for their services. Questions about whether a healthcare provider is an agent or employee of the hospital should be directed to Administration during normal business hours, and the Administrator On Call or the Chief Nursing Officer/ Designee after hours, weekends and holidays.
3. **MONEY AND VALUABLES:** Valuables and money should not be brought to the hospital and should be given to family members for safekeeping. The hospital has a safe in which to keep money or valuables. The hospital will not be responsible for loss of or damage to items not deposited in the safe (such as glasses, dentures, hearing aids, contact lens, jewelry or money).
4. **CONSENT TO RECORD:** Photographs or videotapes may be made of diagnostic and surgical procedures for treatment and/or training purposes or to improve quality of care.
5. **TEACHING PROGRAM:** The hospital participates in training programs for physicians and health care personnel. Some patient services may be provided by persons in training under the supervision and instruction of physicians or hospital employees. These persons in training may also observe care given to the patient by physicians and hospital employees.
6. **RELEASE OF INFORMATION:** The patient acknowledges and understands that the hospital utilizes an electronic record, and that treatment from Banner facilities is integrated into one record. The patient agrees that medical and/or financial records (including information regarding alcohol or drug abuse, HIV related or other communicable disease related information) may be released without consent to the following:
   A. Health care providers who are providing or have provided health care to the patient; any individual or entity responsible for payment of hospital's or other provider's charges; to health care providers or organizations accrediting the facility or conducting utilization review, quality assurance, or peer review; and to the hospital's and provider's legal representatives and professional liability carriers.
   B. Individuals and organizations engaged in medical education and research, provided that information may only be released for use in medical studies and research without patient identifying information.
   C. Patient records provided at any contracted Banner facility may be provided to the Consumer Product Safety Commission for the purpose of investigating product related injuries and developing safer products.
   D. Individuals and entities as specified by federal and state law and /or in the hospital's Notice of Privacy Practices.

   The Release shall continue for so long as the medical and /or financial records are needed for any of the above-stated purposes.
7. **CONTRABAND:** Drugs, alcohol, weapons and other articles specified as contraband by the hospital may not be brought onto the hospital premises. Any illegal substance will be confiscated and turned over to law enforcement authorities. If the presence of contraband is suspected, the patient's room and belongings may be searched, and visitors may be searched before visitation.

ACKNOWLEDGMENTS

I acknowledge receipt of or I have previously received and decline another copy of the:

Initial
X [KB] **Notice of Privacy Practices for Banner Health / Patient Rights & Responsibilities / Smoking Cessation**

Initial
X [KH] If applicable in the state where I am receiving care, I acknowledge receipt, and have read and understood the information regarding the State/Regional Health Information Exchange or I previously received this information and decline another copy.

AGREEMENT

I have read and understand this Medical Treatment Agreement. I am the patient, the parent of a minor child, or the legal representative of the patient and am authorized to act on the patient's behalf to sign this agreement.

Patient/Authorized Representative	Relationship: Mom
Witness ID Number: 192130	Date/Time: 10-23-15 0847
2nd Witness Signature (if needed)	

1005-0011

MRN: 30075550
ADM DT: 10/23/2015
HAR 502780050
CSN: 114492912
PATCOM: None

Harris,Connor
DOB:8/22/2014 (14 mos) SEX: M
Richard F Keith, MD

Banner Health

FINANCIAL AGREEMENT

I agree that in return for the services provided to the patient by the hospital or other health care providers at the hospital or providers affiliated with Banner Health, I will pay the account of the patient and/or make financial arrangements satisfactory to the hospital and/or any other providers for payment. Unless the patient's bill is paid by applicable insurance, governmental programs or other sources, I agree to pay with the Arizona Department of Health Services. If an account is sent to an attorney for collection, I agree to pay reasonable attorney's fees and collection expenses in addition to the amount due and owing on the bill for health services rendered to the patient. I understand and agree that a delinquent account will be subject to interest at the legal rate.

Estimated charges may be given at or before the time of service, but I understand that this is merely an estimate, based upon information that is available at the time and that the actual amount that the patient will be charged for medical services rendered may be different from the estimate of charges for a variety of reasons, including but not limited to, additional procedures, tests or supplies that were not covered in the estimate.

I understand and agree that my insurance and/or the patient's insurance, if any will be billed for medical services rendered to the patient, and payment from the insurer will be sought by the hospital before I am required to make payment (with the exception of applicable co-payments and deductibles, which I must pay). I understand and agree that I am responsible for and I will pay for medical services rendered to the patient in the event that our insurance does not authorize these services or does not pay for these services. I further understand and agree that as part of the normal business communication with Banner Health with regard to this matter, Banner Health staff or representatives may contact me through any of the following methods: letter, e-mail, telephone, text or voice messages, or any other available technologies used by businesses for such communications.

If the patient or I am entitled to benefits of any type whatsoever, under any policy of health or liability insurance, or from any other party liable to the patient, that benefit is hereby assigned to the hospital and/or to the providers rendering services, for application toward the patient's bill. **It is understood and agreed, however, that the patient and I are primarily responsible for payment of the patient's bill and that we are obligated to pay and agree to pay for any portion of the bill that is not paid for by insurance or other sources.** If I am an employee of Banner Health, I authorize Banner to deduct from my paycheck past-due amounts I owe to Banner providers for health care services provided to me or my dependents enrolled in the Banner Health Medical Plan. I understand that I may revoke this authorization at any time by notifying EmployeeInquiry@BannerHealth.com.

In the event that the patient and/or I have made a payment on an active account, whether through cash, check, credit card or other means, and there remain additional funds available after that account is satisfied (eg. an overpayment), Banner Health is authorized to apply the overpayment to any other account owed by the patient that remains unpaid.

Patient/Authorized Representative: [signature]

Relationship: mom

Witness ID Number: 19213 U

Date/Time: 10-23-15

2nd Witness Signature (if needed): [signature]

1002-0004

Exhibit 26

OFFICIAL STATEMENT

$94,100,000
Arizona Health Facilities Authority
Revenue Bonds
(Banner Health)
Series 2015A

INTRODUCTION

General

This Official Statement, including the cover page and Appendices hereto, is provided to furnish information with respect to the sale and delivery by the Arizona Health Facilities Authority (the "Issuer") of its Revenue Bonds (Banner Health), Series 2015A (the "Series 2015A Bonds").

The Series 2015A Bonds will be issued pursuant to a Bond Indenture dated as of November 1, 2015 (the "Bond Indenture"), between the Issuer and The Bank of New York Mellon Trust Company, N.A., as Bond Trustee (the "Bond Trustee"). The proceeds of the sale of the Series 2015A Bonds will be loaned by the Issuer to Banner Health (the "Corporation") pursuant to a Loan Agreement dated as of November 1, 2015 (the "Loan Agreement"), between the Issuer and the Corporation.

All capitalized terms used in this Official Statement and not otherwise defined herein shall have the same meanings included in *APPENDIX C*, "CERTAIN PROVISIONS OF PRINCIPAL DOCUMENTS."

Purpose of the Series 2015A Bonds

The proceeds of the sale of the Series 2015A Bonds will be used together with other funds for the purpose of (i) refinancing the acquisition, construction, renovation, improvement, furnishing, and equipping of certain capital improvements on the campuses of certain of the Health Facilities and related facilities, through the advance refunding of certain portions of the Issuer's Revenue Bonds (Banner Health), Series 2007A (the "Prior Bonds"); and (ii) paying costs of issuance of the Series 2015A Bonds. See "PLAN OF FINANCING" herein.

Banner Health

Banner Health is an Arizona nonprofit corporation and a tax-exempt organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). On February 28, 2015, Banner acquired, through a merger with the University of Arizona Health Network ("UAHN") and related transactions, the University of Arizona Medical Center, a 467- licensed bed tertiary hospital in Tucson (now known as "Banner – University Medical Center Tucson")("B—UMCT"), University Physicians Healthcare (now known as "Banner—University Medical Group")("B—UMG"), an approximately 610-physician faculty practice plan for The University of Arizona College of Medicine—Tucson ("COM-T"), and the three health plans owned by UAHN and UPH which cover approximately 130,000 lives. Banner also assumed the lease agreement for the South Campus of The University of Arizona Medical Center, a 245-licensed bed hospital in Tucson (now known as the "Banner – University Medical Center South")("B—UMCS"). Simultaneously, Banner and the University of Arizona ("UA") entered into a thirty year academic affiliation agreement providing for substantial ongoing financial

NEW ISSUE - BOOK ENTRY ONLY

RATINGS:
S&P: AA-
Fitch: AA-
See "RATINGS" herein

In the opinion of Hawkins Delafield & Wood LLP, Bond Counsel to the Issuer, under existing statutes and court decisions and assuming continuing compliance with certain tax covenants described herein, (i) interest on the Series 2015A Bonds is excluded from gross income for Federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and (ii) interest on the Series 2015A Bonds is not treated as a preference item in calculating the alternative minimum tax imposed on individuals and corporations under the Code; such interest, however, is included in the adjusted current earnings of certain corporations for purposes of calculating the alternative minimum tax imposed on such corporations. In addition, in the opinion of Bond Counsel to the Issuer, under existing statutes, interest on the Series 2015A Bonds is exempt from the State of Arizona income tax. See "TAX MATTERS" herein.

Banner Health®

$94,100,000
ARIZONA HEALTH FACILITIES AUTHORITY
Revenue Bonds
(Banner Health)
Series 2015A

Dated: Date of Issuance **Due: January 1, as set forth below**

The Series 2015A Bonds are special and limited obligations of the Arizona Health Facilities Authority (the "Issuer"), and are payable solely from and secured exclusively by payments, revenues and other amounts pledged under the Bond Indenture, including payments to be made by Banner Health (the "Corporation") under the Loan Agreement, and payments to be made by the Obligated Group (as defined herein) on an Obligation to be issued by the Corporation, as Obligated Group Representative of the Obligated Group, under the Master Trust Indenture. The proceeds of the Series 2015A Bonds will be used to (i) advance refund certain indebtedness as described herein and (ii) pay certain costs of issuing the Series 2015A Bonds.

Maturities, Principal Amounts, Interest Rates, Prices, Yields and CUSIPs

Maturity (January 1)	Amount	Interest Rate	Price	Yield	CUSIP®
2018	$10,210,000	5.000%	109.092%	0.740%	040507QE8
2019	11,410,000	5.000	112.426	0.990	040507QF5
2020	11,620,000	5.000	115.093	1.260	040507QG3
2021	12,635,000	5.000	117.137	1.530	040507QH1
2022	13,190,000	5.000	118.628	1.790	040507QJ7
2023	12,180,000	5.000	119.685	2.030	040507QK4
2024	12,565,000	5.000	120.300	2.260	040507QL2
2025	10,290,000	5.000	121.070	2.420	040507QM0

Interest on the Series 2015A Bonds is initially payable semiannually on each January 1 and July 1, commencing on January 1, 2016. The Series 2015A Bonds are issuable only in registered form, and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York, an automated depository for securities and clearing house for securities transactions. DTC will act as securities depository for the Series 2015A Bonds. Individual purchases will be made in book-entry form only in denominations of $5,000 or any integral multiple thereof. Purchasers of the Series 2015A Bonds will not receive certificates representing their interests in the Series 2015A Bonds purchased. So long as DTC or its nominee is the registered owner of the Series 2015A Bonds, payment of the principal of, and interest on the Series 2015A Bonds will be made directly by The Bank of New York Mellon Trust Company, N.A., as Bond Trustee for the Series 2015A Bonds, to DTC, which will in turn remit such payments to its Participants, which will in turn remit such payments to the Beneficial Owners of the Series 2015A Bonds as described herein.

The Series 2015A Bonds are subject to extraordinary redemption prior to maturity on the dates and under the circumstances described in this Official Statement.

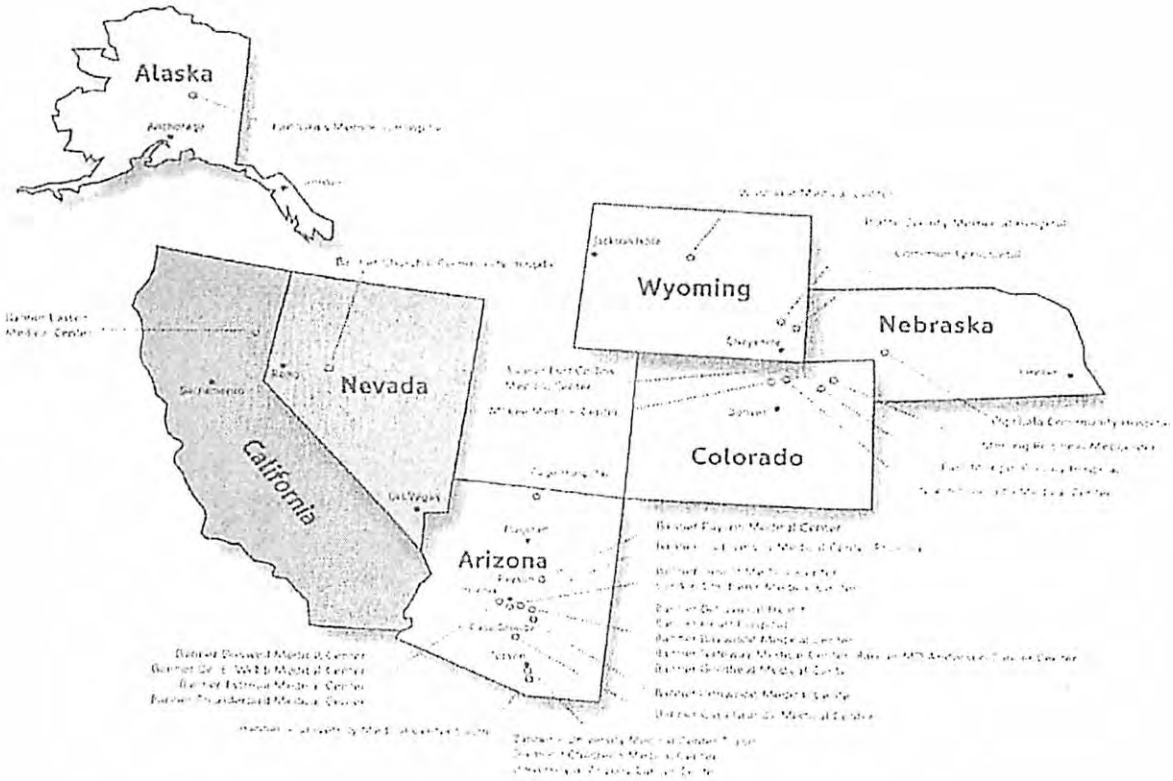
THE SERIES 2015A BONDS DO NOT REPRESENT OR CONSTITUTE A DEBT OF THE ISSUER, THE STATE OF ARIZONA OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF THE PROVISIONS OF THE CONSTITUTION OR STATUTES OF THE STATE OF ARIZONA OR A PLEDGE OF THE FAITH AND CREDIT OF THE ISSUER, THE STATE OF ARIZONA OR ANY POLITICAL SUBDIVISION THEREOF. THE ISSUANCE OF THE SERIES 2015A BONDS DOES NOT OBLIGATE, IN ANY WAY, THE ISSUER, THE STATE OF ARIZONA OR ANY POLITICAL SUBDIVISION THEREOF TO LEVY ANY TAXES OR APPROPRIATE ANY FUNDS FOR THE PAYMENT OF THE PRINCIPAL THEREOF OR THE INTEREST ON THE SERIES 2015A BONDS. THE ISSUER HAS NO TAXING POWER.

This cover page contains information for general reference only. It is not intended as a summary of this transaction. Investors are advised to read the entire Official Statement, including the Appendices, to obtain information essential to making an informed investment decision.

The Series 2015A Bonds are offered when, as and if issued by the Issuer and received by the Underwriters, subject to prior sale and to the approval of legality by Hawkins Delafield & Wood LLP, New York, New York, Bond Counsel. Certain legal matters will be passed upon for the Issuer by its General Counsel; for the Obligated Group by its special counsel, Lewis Roca Rothgerber LLP, Phoenix, Arizona and by its Senior Vice President and General Counsel; and for the Underwriters by their special counsel, Dentons US LLP, Chicago, Illinois. For details of the Underwriters' compensation, see "UNDERWRITING" herein. It is expected that the Series 2015A Bonds in definitive form will be available for delivery to DTC in New York, New York, on or about November 5, 2015.

MORGAN STANLEY **J. P. MORGAN**

The date of this Official Statement is October 20, 2015


Alaska
Wyoming
Nebraska
Nevada
California
Colorado
Arizona

This Official Statement does not constitute an offer to sell the Series 2015A Bonds or the solicitation of an offer to buy, nor shall there be any sale of the Series 2015A Bonds by any person in any state or other jurisdiction to any person to whom it is unlawful to make an offer, solicitation or sale in that state or jurisdiction. No dealer, salesman or any other person has been authorized to give any information or to make any representation other than those contained in this Official Statement in connection with the offering of the Series 2015A Bonds and, if given or made, that information or representation must not be relied upon.

The information set forth under the captions, "THE ISSUER" and "ABSENCE OF MATERIAL LITIGATION – Issuer" has been furnished by the Issuer. The information set forth under the caption, "BOOK-ENTRY ONLY SYSTEM – General" has been furnished by DTC. All other information in this Official Statement has been obtained from the Obligated Group and other sources that are believed to be reliable, but is not to be construed as a representation of Morgan Stanley & Co. LLC or J.P. Morgan Securities LLC (collectively, the "Underwriters"). The information and expressions of opinion in this Official Statement are subject to change without notice, and neither the delivery of this Official Statement, nor any sale made hereunder, shall under any circumstances create any implication that there has been no change in the affairs of the Issuer, DTC or the Obligated Group since the date of this Official Statement.

The Issuer has not prepared or assisted in the preparation of this Official Statement, including any financial information included or attached and, except for the information contained under the captions "THE ISSUER" and "ABSENCE OF MATERIAL LITIGATION – Issuer," the Issuer is not responsible for any statements made in this Official Statement. Accordingly, the Issuer disclaims responsibility for the disclosures set forth in this Official Statement, except for the information contained under the captions "THE ISSUER" and "ABSENCE OF MATERIAL LITIGATION – Issuer," or otherwise made in connection with the offer, sale and distribution of the Series 2015A Bonds.

The Underwriters have provided the following sentence for inclusion in this Official Statement. The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of this information.

CUSIP numbers are included in this Official Statement for the convenience of the holders and potential holders of the Series 2015A Bonds. CUSIP is a trademark of the American Bankers Association. The CUSIP numbers are provided by Standard and Poor's, CUSIP Service Bureau, a division of The McGraw-Hill Companies, Inc. These numbers are not intended to create a database and do not serve in any way as a substitute for the CUSIP Service. The CUSIP numbers shown on the cover hereof have been assigned to this issue by an organization not affiliated with the Issuer, the Underwriters or any Member of the Obligated Group and are included for convenience only. None of the Issuer, the Underwriters or any Member of the Obligated Group is responsible for the selection of CUSIP numbers, nor is any representation made as to their correctness on the Series 2015A Bonds or as indicated herein.

IN CONNECTION WITH THE OFFERING OF THE SERIES 2015A BONDS, AN UNDERWRITER MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF SUCH SERIES 2015A BONDS OFFERED HEREBY AT LEVELS ABOVE THOSE WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE SERIES 2015A BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE BOND INDENTURE AND THE MASTER INDENTURE HAVE NOT BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. THE REGISTRATION OR QUALIFICATION OF THE SERIES 2015A BONDS IN ACCORDANCE WITH APPLICABLE

PROVISIONS OF LAWS OF THE STATES IN WHICH SERIES 2015A BONDS HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER STATES CANNOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE STATES NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE SERIES 2015A BONDS OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS IN THIS OFFICIAL STATEMENT

Certain statements included or incorporated by reference in this Official Statement constitute projections or estimates of future events, generally known as forward-looking statements. These statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "budget" or other similar words. These forward-looking statements include, but are not limited to, the information under the caption "BONDHOLDERS' RISKS" in the forepart of this Official Statement and the information in *APPENDIX A* to this Official Statement.

The achievement of certain results or other expectations contained in such forward-looking statements involves known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by these forward-looking statements. The Obligated Group does not plan to issue any updates or revisions to those forward-looking statements if or when changes in their expectations, or events, conditions or circumstances on which such statements are based, occur.

Information provided by the Obligated Group for interim reporting periods should not be taken as being indicative of full year results for many of the reasons set forth above.

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OFFICIAL STATEMENT

$94,100,000
Arizona Health Facilities Authority
Revenue Bonds
(Banner Health)
Series 2015A

INTRODUCTION

General

This Official Statement, including the cover page and Appendices hereto, is provided to furnish information with respect to the sale and delivery by the Arizona Health Facilities Authority (the "Issuer") of its Revenue Bonds (Banner Health), Series 2015A (the "Series 2015A Bonds").

The Series 2015A Bonds will be issued pursuant to a Bond Indenture dated as of November 1, 2015 (the "Bond Indenture"), between the Issuer and The Bank of New York Mellon Trust Company, N.A., as Bond Trustee (the "Bond Trustee"). The proceeds of the sale of the Series 2015A Bonds will be loaned by the Issuer to Banner Health (the "Corporation") pursuant to a Loan Agreement dated as of November 1, 2015 (the "Loan Agreement"), between the Issuer and the Corporation.

All capitalized terms used in this Official Statement and not otherwise defined herein shall have the same meanings included in *APPENDIX C*, "CERTAIN PROVISIONS OF PRINCIPAL DOCUMENTS."

Purpose of the Series 2015A Bonds

The proceeds of the sale of the Series 2015A Bonds will be used together with other funds for the purpose of (i) refinancing the acquisition, construction, renovation, improvement, furnishing, and equipping of certain capital improvements on the campuses of certain of the Health Facilities and related facilities, through the advance refunding of certain portions of the Issuer's Revenue Bonds (Banner Health), Series 2007A (the "Prior Bonds"); and (ii) paying costs of issuance of the Series 2015A Bonds. See "PLAN OF FINANCING" herein.

Banner Health

Banner Health is an Arizona nonprofit corporation and a tax-exempt organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). On February 28, 2015, Banner acquired, through a merger with the University of Arizona Health Network ("UAHN") and related transactions, the University of Arizona Medical Center, a 467- licensed bed tertiary hospital in Tucson (now known as "Banner – University Medical Center Tucson")("B—UMCT"), University Physicians Healthcare (now known as "Banner—University Medical Group")("B—UMG"), an approximately 610-physician faculty practice plan for The University of Arizona College of Medicine—Tucson ("COM-T"), and the three health plans owned by UAHN and UPH which cover approximately 130,000 lives. Banner also assumed the lease agreement for the South Campus of The University of Arizona Medical Center, a 245-licensed bed hospital in Tucson (now known as the "Banner – University Medical Center South")("B—UMCS"). Simultaneously, Banner and the University of Arizona ("UA") entered into a thirty year academic affiliation agreement providing for substantial ongoing financial

support by the Corporation of COM-T and The University of Arizona College of Medicine –Phoenix ("COM—P"), and for Banner Good Samaritan Medical Center (renamed "Banner—University Medical Center Phoenix")("B—UMCP") to become the primary teaching affiliate of COM—P. (The merger and related transactions are referred to collectively as the "Transaction".) In connection with the Transaction, the Corporation became the sole member of two limited liability companies, Banner–University Medical Center Tucson Campus, LLC ("B—UMCT, LLC") which holds B—UMCT, and Banner–University Medical Center South Campus, LLC ("B—UMCS, LLC") which holds B—UMCS. In connection with the Transaction, B—UMTC, LLC and B—UMCS, LLC joined the Obligated Group on and as of February 28, 2015.

The Corporation together with its affiliates, forms one of the largest secular nonprofit health care systems in the United States which as of June 30, 2015, owned or leased 27 acute care hospitals in seven states with a total of approximately 5,144 licensed acute care beds and approximately 407 behavioral and rehabilitation licensed beds; one behavioral health facility with 96 licensed beds; one rehabilitation facility with a total of 91 licensed skilled nursing beds; and one skilled nursing facility with a total of 90 long-term care licensed beds. The Corporation also operates home health agencies, nursing registries and home medical equipment supply services. *APPENDIX A* contains summary information about the history, organization and operations of the Corporation, B—UMCT, LLC, B—UMCS, LLC and other subsidiaries and affiliates of the Corporation, and more detail on the Transaction. *APPENDIX A* also contains certain summary financial statements and certain pro forma financial information providing additional information on the Corporation, B—UMCT, LLC, B—UMCS, LLC, UAHN and the pro forma impact of the issuance of the Series 2015A Bonds and certain other indebtedness (described herein) (including capitalization, debt service coverage and liquidity) based on certain assumptions. Audited consolidated financial statements for the Corporation for the years ended December 31, 2014 and 2013, of The University of Arizona Health Network and Subsidiaries for the Years Ended June 30, 2014 and 2013 and the Eight Month Period Ended February 27, 2015 and the year ended June 30, 2014 are included in *APPENDIX B* to this Official Statement. For the year ended December 31, 2014, the Obligated Group (consisting as of such date, only of the Corporation) accounted for approximately 76% of the Corporation's consolidated revenue, 129% of the Corporation's consolidated operating income and 138% of the Corporation's consolidated excess of revenues over expenses; for the year ended December 31, 2014, the Obligated Group had excess of revenues over expenses of $330 million. See *APPENDIX A* and *APPENDIX B*.

The Obligated Group

The Corporation, B—UMCT, LLC and B—UMCS, LLC (collectively, the "Obligated Group") and U.S. Bank National Association, as master trustee (the "Master Trustee"), are parties to an Amended and Restated Master Indenture dated as of October 15, 1998, as supplemented and amended (the "Master Indenture"). The Corporation is the Obligated Group Representative under the Master Indenture, and has no present intent to add additional Members to the Obligated Group.

Certain of the affiliates of the Obligated Group Members may in the future be designated as Obligated Group Affiliates (the "Obligated Group Affiliates") under the Master Indenture as described in more detail herein. No Obligated Group Affiliate has been so designated to date. In connection with any designation of an Obligated Group Affiliate pursuant to the Master Indenture, the Obligated Group Representative is required under the Master Indenture to designate a Member to establish and maintain control (through corporate control or pursuant to a contract) over such Obligated Group Affiliate (the "Controlling Member"). **The Obligated Group Representative, at its sole discretion, may add Obligated Group Affiliates at any time and may remove Obligated Group Affiliates at any time so long as such removal does not immediately cause a default in the performance or observance of any**

term of the Master Indenture. Only the Members of the Obligated Group, however, are directly obligated to make payments on the obligations issued under the Master Indenture (the "Obligations").

Other entities may become Members of the Obligated Group in accordance with the procedures set forth in the Master Indenture. Any future Members of the Obligated Group will be jointly and severally liable for the repayment of all Obligations. Members of the Obligated Group are liable on all Obligations regardless of whether such Obligations are issued for their benefit. Upon satisfaction of the conditions set forth in the Master Indenture, any Member may withdraw from the Obligated Group and be released from its obligations under the Master Indenture. See the captions "CERTAIN PROVISIONS OF PRINCIPAL DOCUMENTS – Certain Provisions of the Master Indenture – Covenants of Each Member – Membership in Obligated Group" and "– Withdrawal from Obligated Group" in *APPENDIX C* hereto.

Security for the Series 2015A Bonds

The Bond Indenture and the Loan Agreement. The Series 2015A Bonds will be issued under the Bond Indenture. Concurrently with the issuance of the Series 2015A Bonds, the Corporation and the Issuer will enter into the Loan Agreement. Pursuant to the Loan Agreement, the Issuer will loan the proceeds of the Series 2015A Bonds to the Corporation. The Corporation will issue its Series 2015A Obligation (the "Series 2015A Obligation") to secure its obligations under the Loan Agreement. The Series 2015A Obligation will be issued pursuant to the Master Indenture and pursuant to Supplemental Master Indenture No. 75 (2015A) dated as of November 1, 2015, between the Corporation and the Master Trustee. The payments required under the Series 2015A Obligation are intended to be sufficient, together with other moneys available therefor, to make payments, when due, of the principal of, and interest on the Series 2015A Bonds. Payments made by the Obligated Group pursuant to the Series 2015A Obligation constitute repayment on the loan made pursuant to the Loan Agreement. No additional bonds may be issued under the Bond Indenture, although additional debt may be incurred by the Obligated Group pursuant to the Master Indenture.

In order to secure payment of the Series 2015A Bonds, the Issuer will pledge and assign to the Bond Trustee the payments to be received by the Issuer pursuant to the Loan Agreement, except its rights to indemnification and payment of fees and expenses (the "Unassigned Rights"), the Series 2015A Obligation, and all moneys and investments from time to time on deposit in the funds and accounts created under the Bond Indenture (collectively, the "Pledge and Assignment"). The Pledge and Assignment by the Issuer pursuant to the Bond Indenture secures ratably the Series 2015A Bonds.

The Master Indenture. The Series 2015A Obligation will be issued pursuant to the Master Indenture. Upon issuance, the Series 2015A Obligation will be the general obligation of the Obligated Group, secured by a Gross Revenues pledge of the Obligated Group under the Master Indenture, which pledge may not be released without the consent of the holders of a majority in principal amount of the Series 2015A Bonds and subject to the requirements of any other Obligations outstanding under the Master Indenture. Each Member of the Obligated Group is jointly and severally obligated to make payments pursuant to the Master Indenture. Pursuant to the Master Indenture, should an Obligated Group Affiliate and corresponding Controlling Member be designated, such Controlling Member will covenant and agree that it will cause each of its Obligated Group Affiliates to pay, loan or otherwise transfer to the Obligated Group Representative such amounts as are necessary to enable the Members to comply with the provisions of the Master Indenture, including without limitation the Members' covenant to jointly and severally pay or cause to be paid promptly any payment required to be made by any Member pursuant to the Master Indenture or any Obligation (including the Series 2015A Obligation). Upon issuance of the Series 2015A Bonds and the Series 2015A Obligation, no Obligated Group Affiliates will be designated.

No assurance can be given that, if any Obligated Group Affiliates are so designated, any Controlling Member will, in all circumstances, be able to exercise such power or enforce such provisions (including, without limitation, causing an Obligated Group Affiliate to transfer funds to make payments on the Series 2015A Obligation).

The Master Indenture applies directly only to the Members of the Obligated Group and any future Member of the Obligated Group. However, the Master Indenture requires that if an Obligated Group Affiliate is designated, the corresponding Controlling Member covenants and will cause such Obligated Group Affiliate to comply with certain covenants in the Master Indenture. Further, the Master Indenture imposes restrictions on the merger or consolidation of any Member or Obligated Group Affiliate, the encumbrance of Property and the sale or conveyance of all or substantially all of the assets of any Member or Obligated Group Affiliate. See "CERTAIN PROVISIONS OF PRINCIPAL DOCUMENTS – Certain Provisions of the Master Indenture – Covenants of Each Member – Negative Pledge," "– Debt Coverage" and "– Merger, Consolidation, Sale or Conveyance" in *APPENDIX C* attached hereto and "BONDHOLDERS' RISKS – Certain Matters Relating to Security for the Series 2015A Bonds."

THE MASTER INDENTURE DOES NOT CONTAIN ANY LIMITATIONS ON OR TESTS FOR THE INCURRENCE OF ADDITIONAL INDEBTEDNESS FOR ANY MEMBER OF THE OBLIGATED GROUP OR ANY OBLIGATED GROUP AFFILIATE OR ANY LIMITATIONS ON OR TESTS FOR SALES OR TRANSFERS OF LESS THAN ALL OR LESS THAN SUBSTANTIALLY ALL OF THE ASSETS OF ANY MEMBER OR OBLIGATED GROUP AFFILIATE. The Master Indenture permits additional Indebtedness of any Member or any Obligated Group Affiliate to be secured by security which need not be extended to any other Indebtedness (including the Series 2015A Obligation). The Obligated Group has granted to the Master Trustee a security interest in its Gross Revenues, which security interest may not be released without the consent of the holders of a majority in principal amount of the Series 2015A Bonds and subject to the requirements of any other Obligations outstanding under the Master Indenture. For a more detailed description of the Master Indenture, see "SECURITY FOR THE SERIES 2015A BONDS" herein and "CERTAIN PROVISIONS OF PRINCIPAL DOCUMENTS – Certain Provisions of the Master Indenture" in *APPENDIX C*.

Although the Master Indenture requires that the income and assets of Obligated Group Affiliates be included in calculations under the Master Indenture, it also provides that after an entity is designated as an Obligated Group Affiliate, the Obligated Group Representative may at any time declare that such entity is no longer an Obligated Group Affiliate so long as such declaration does not immediately cause a default in the performance or observance of any term of the Master Indenture. There can be no assurance that entities will in the future be designated as Obligated Group Affiliates, or if designated, that they will remain Obligated Group Affiliates.

Outstanding Indebtedness and Obligations

Simultaneously with the issuance of the Series 2015A Bonds, the Corporation intends to issue other indebtedness to refinance certain indebtedness and to finance certain projects. This indebtedness will consist of: (a) $100,630,000 of the Issuer's Revenue Bonds (Banner Health), Series 2015B (the "Series 2015B Bonds") supported by a letter of credit, (b) $100,630,000 of the Issuer's Revenue Bonds (Banner Health), Series 2015C (the "Series 2015C Bonds") supported by a letter of credit, (c) $100,290,000 of the Issuer's Revenue Bonds (Banner Health), Series 2015D (the "Series 2015D Bonds") to be purchased directly by DNT Asset Trust (a wholly owned affiliate of JPMorgan Chase Bank, N.A.), (d) $100,556,000 seven year taxable term loan to the Corporation from The Northern Trust Company (the "Taxable Loan") and (e) $100,000,000 of Banner Health Taxable Commercial Paper, Series 2015 (the "Commercial Paper" and collectively the "Additional Series 2015 Indebtedness"). Each

NEW ISSUE - BOOK ENTRY ONLY

RATINGS:
S&P: AA-
Fitch: AA-
See "RATINGS" herein

In the opinion of Hawkins Delafield & Wood LLP, Bond Counsel to the Issuer, under existing statutes and court decisions and assuming continuing compliance with certain tax covenants described herein, (i) interest on the Series 2016A Bonds is excluded from gross income for Federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and (ii) interest on the Series 2016A Bonds is not treated as a preference item in calculating the alternative minimum tax imposed on individuals and corporations under the Code; such interest, however, is included in the adjusted current earnings of certain corporations for purposes of calculating the alternative minimum tax imposed on such corporations. In addition, in the opinion of Bond Counsel to the Issuer, under existing statutes, interest on the Series 2016A Bonds is exempt from the State of Arizona income tax. See "TAX MATTERS" herein.

Banner Health®

$803,500,000
THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE COUNTY OF MARICOPA
Revenue Bonds (Banner Health) Series 2016A

Dated: Date of Issuance **Due: January 1, as set forth below**

The Series 2016A Bonds are special and limited obligations of The Industrial Development Authority of the County of Maricopa (the "Issuer"), and are payable solely from and secured exclusively by payments, revenues and other amounts pledged under the Bond Indenture, including payments to be made by Banner Health (the "Corporation") under the Loan Agreement, and payments to be made by the Obligated Group (as defined herein) on an Obligation to be issued by the Corporation, as Obligated Group Representative of the Obligated Group, under the Master Trust Indenture. The proceeds of the Series 2016A Bonds will be used to (i) advance refund certain indebtedness as described herein and (ii) pay certain costs of issuing the Series 2016A Bonds.

Maturities, Principal Amounts, Interest Rates, Prices, Yields and CUSIPs

Maturity (January 1)	Amount	Interest Rate	Price	Yield	CUSIP*
2019	$ 21,035,000	4.000%	106.065%	1.100%	66682HBJ7
2020	18,925,000	5.000	111.478	1.240	66682HBK4
2021	19,765,000	5.000	114.585	1.350	66682HBL2
2022	20,430,000	5.000	117.354	1.470	66682HBM0
2023	22,815,000	5.000	119.622	1.620	66682HBN8
2024	10,000,000	5.000	121.522	1.770	66682HBP3
2024	13,245,000	4.000	114.858	1.770	66682HCJ6
2025	24,200,000	5.000	122.637	1.970	66682HBQ1
2026	23,845,000	5.000	123.584	2.140	66682HBR9
2027	25,330,000	5.000	124.255	2.300	66682HBS7
2028	44,385,000	5.000	123.921	2.520	66682HBT5
2029	48,950,000	5.000	123.874	2.680	66682HBU2
2030	1,885,000	5.000	120.249'	2.700'	66682HCD9
2031	72,930,000	5.000	119.174'	2.810'	66682HBV0
2032	50,705,000	5.000	118.593'	2.870'	66682HBW8
2032	27,660,000	4.000	107.136'	3.170'	66682HCE7
2033	37,530,000	5.000	118.111'	2.920'	66682HBX6
2033	16,800,000	3.125	96.384	3.420	66682HCF4
2034	46,625,000	5.000	117.631'	2.970'	66682HBY4
2034	10,225,000	4.000	105.802'	3.320'	66682HCG2
2035	59,455,000	5.000	117.249'	3.010'	66682HBZ1
2036	26,050,000	4.000	105.099'	3.400'	66682HCA5
2037	27,020,000	3.250	95.293	3.580	66682HCB3
2038	100,000,000	5.000	116.774'	3.060'	66682HCC1
2038	33,780,000	4.000	105.011'	3.410'	66682HCH0

' Price and Yield to January 1, 2027 Call Date.

Interest on the Series 2016A Bonds is initially payable semiannually on each January 1 and July 1, commencing on January 1, 2017. The Series 2016A Bonds are issuable only in registered form, and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York, an automated depository for securities and clearing house for securities transactions. DTC will act as securities depository for the Series 2016A Bonds. Individual purchases will be made in book-entry form only in denominations of $5,000 or any integral multiple thereof. Purchasers of the Series 2016A Bonds will not receive certificates representing their interests in the Series 2016A Bonds purchased. So long as DTC or its nominee is the registered owner of the Series 2016A Bonds, payment of the principal of, and interest on the Series 2016A Bonds will be made directly by The Bank of New York Mellon Trust Company, N.A., as Bond Trustee for the Series 2016A Bonds, to DTC, which will in turn remit such payments to its Participants, which will in turn remit such payments to the Beneficial Owners of the Series 2016A Bonds as described herein.

The Series 2016A Bonds are subject to optional and extraordinary redemption prior to maturity on the dates and under the circumstances described in this Official Statement.

THE SERIES 2016A BONDS DO NOT REPRESENT OR CONSTITUTE A DEBT OF THE ISSUER, THE COUNTY OF MARICOPA, THE STATE OF ARIZONA OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF THE PROVISIONS OF THE CONSTITUTION OR STATUTES OF THE STATE OF ARIZONA OR A PLEDGE OF THE FAITH AND CREDIT OF THE ISSUER, THE COUNTY OF MARICOPA, THE STATE OF ARIZONA OR ANY POLITICAL SUBDIVISION THEREOF. THE ISSUANCE OF THE SERIES 2016A BONDS DOES NOT OBLIGATE, IN ANY WAY, THE ISSUER, THE COUNTY OF MARICOPA, THE STATE OF ARIZONA OR ANY POLITICAL SUBDIVISION THEREOF TO LEVY ANY TAXES OR APPROPRIATE ANY FUNDS FOR THE PAYMENT OF THE PRINCIPAL THEREOF OR THE INTEREST ON THE SERIES 2016A BONDS. THE ISSUER HAS NO TAXING POWER.

This cover page contains information for general reference only. It is not intended as a summary of this transaction. Investors are advised to read the entire Official Statement, including the Appendices, to obtain information essential to making an informed investment decision.

The Series 2016A Bonds are offered when, as and if issued by the Issuer and received by the Underwriters, subject to prior sale and to the approval of legality by Hawkins Delafield & Wood LLP, New York, New York, Bond Counsel. Certain legal matters will be passed upon for the Issuer by its counsel, Ryley Carlock & Applewhite, Phoenix, Arizona; for the Obligated Group by its special counsel, Lewis Roca Rothgerber Christie LLP, Phoenix, Arizona, and by its Senior Vice President and General Counsel; and for the Underwriters by their special counsel, Dentons US LLP, Chicago, Illinois. For details of the Underwriters' compensation, see "UNDERWRITING" herein. It is expected that the Series 2016A Bonds in definitive form will be available for delivery to DTC in New York, New York, on or about November 17, 2016.

J. P. MORGAN
Bank of America Merrill Lynch

MORGAN STANLEY
Citigroup

The date of this Official Statement is October 12, 2016

Exhibit 27

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FILED
PATRICIA A. NOLAND
CLERK, SUPERIOR COURT

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ARIZONA SUPERIOR COURT, PIMA COUNTY

JUDGE: HON. CARMINE CORNELIO BY: ST. GERMAINE, DEPUTY CASE NO. C-20074557

COURT REPORTER: NONE DATE: February 05, 2009

BARBARA ALSOBROOKS
CHARLES ALSOBROOKS
Plaintiff

vs.

REIN ANTON, M.D., et al.,
Defendant

RULING

IN CHAMBERS: UNDER ADVISEMENT: DEFENDANT'S MOTION FOR SUMMARY JUDGMENT BASED ON NOTICE OF CLAIM; PLAINTIFFS' RESPONSE; DEFENDANT'S REPLY:

The Court has reviewed the pleadings, Statement of Facts and Supplemental Statement of Facts submitted by the parties, attachments thereto, memorandum, and argument of counsel. The Court also notes that Plaintiff filed a Supplemental Response. The Arizona Rules of Civil Procedure do not authorize this pleading. Nor did this Court grant Plaintiff leave to file a "Supplemental Response."

Accordingly, *sua sponte*, **IT IS ORDERED** Plaintiff's Supplemental Response is **STRIKEN.**

Defendant moves for Summary Judgment arguing that, as a matter of law, he was a State Employee acting within the course and scope of his employment during the time and for the medical care alleged in Plaintiff's Complaint. It is uncontested that Plaintiff's failed to comply with A.R.S. §12-821.01. Accordingly, if Defendant is correct, Defendant is entitled to summary judgment.

Defendant supports his motion with 15 separate statements of fact and one separate Supplemental Statement of Fact. Attached in support of these is Defendant's affidavit and deposition. Controverting Defendant's Statement of Facts, Plaintiffs submit a variety of written documents. Chief among these, are Dr. Anton's employment agreement and medical service plan entered into between the State and University Physicians, Inc, now University Physicians Healthcare ("UPH").

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Judicial Law Clerk

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Defendant did not file any pleading controverting Plaintiff's Separate Statement of Facts, however, he did submit a Supplemental Statement of Fact, which Plaintiffs' dispute.

Defendant's Statement of Facts

Defendant's Statement of Facts, paragraph 10, sets out the legal conclusion on the issue before this Court. The conclusion is not fact, and is contested. The uncontested facts state that Defendant is a faculty member with the University Medical Center ("UMC") and, as such, is required to be a member/employee of UPH. His name tag, business cards, et cetera, identify him as an employee of UMC. He is paid jointly by UMC and UPH in a check issued by UMC and is part of the Arizona Employee State Retirement plan. Defendant's salary is set under the direction and subject to review by UMC.

Plaintiffs' Statement of Facts

Plaintiffs' facts also contain legal conclusions which are not facts and/or are contested. The uncontested facts are that Defendant's billings belong to UPH and can't be commingled with UMC funds. UPH billed and received payment for the services involved. Defendant's salary is also based, in part, on patient income.

Letter Agreement dated July 21, 2003

In this letter, Defendant is offered, and accepts, an appointment as Assistant Professor of Clinical Surgery. His appointment was subject to approval of the University President and UPH. The letter states:

> "If you are providing clinical care to patients, you also will have concurrent membership and employment with UPI, our clinical practice organization. You will be an employee of the Arizona Board of Regents in your teaching, service, and research capacities, and an employee of UPI for the delivery of health care." (Emphasis added).

The agreement states that UPH will provide malpractice insurance coverage, and requires continued membership and employment in good standing with UPH (if engaged in clinical care patients). This agreement also

states that UPH is a nonprofit corporation made up of University of Arizona College of Medicine clinical faculty and that if Defendant is providing clinical care he must become a member and employee of UPH. It further provides that all billings and collection for patient care activities are through UPH.

The agreement between UMC and UPH provides, in paragraph six, that clinical services are essential to the curriculum of the College of Medicine and to ensure clinical staffing by physicians who are both employees of the Board in their teaching and research capacities and employees of UPH, in their delivery of health care and the latter activity they're employees of the Board only in their teaching and research capacities.

Legal Analysis

Arizona's case law clearly establishes that the issue of a party's status as an employee, and whether an employee is acting within the course and scope of employment are fact intensive inquiries. In order to grant the Defendant's motion, there must be no material questions of fact.

Here, there is no doubt that Defendant is, generally, an employee of both UMC and UPH.

Defendant argues that he is always an employee of UMC whether teaching or providing clinical care. Citing *Dube v. Desai*, 218 Ariz. 362, 186 P.3d 587 (App. 2008), Defendant argues that an employee acts within the course and scope anytime their actions serve at least in part, the purpose of the employer. Following this law, Defendant's position requires this Court to, as a matter of law, find that his clinical care is related to, or at least incidental to, and serves in part his employment as a teaching faculty member.

Dube is distinguishable from this case because of the contracts between the Defendant, UMC and UPH. These contracts provide some support for the Plaintiff's position that Defendant is an employee of UPH and not UMC when providing clinical care.

For the same reason, the case law from other jurisdictions can be distinguished. Although there appears to be similar facts in these cases and the facts undisputed here, the written agreement between the two "co-employers" and as well as the employee are not discussed. These cases also provide and discuss, in much

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greater detail than the facts before this Court, the facts supporting those rulings.

Here, the written documents make it (in this Court's view), possible for a jury to reasonably conclude that Defendant, while providing Plaintiff with clinical care, was not a state employee acting within the course and scope of his state employment or incidental to his employment. Again, the employment letter with the University expressly states: "You will be an employee of Arizona in your teaching, service, and research capacities, and an employee of UP[H] for the delivery of health care."

Defendant's Statement of Facts does not demonstrate that Defendant was "teaching" or "researching" while treating the Plaintiff. While the supplemental fact attempt to cast Defendant's efforts in the "teaching" role, i.e., Plaintiff was seen by Defendant and a resident, this fact was disputed with enough sufficiency to create a question of fact.

Accordingly, **IT IS ORDERED** the Defendant's Motion for Summary Judgment is **DENIED**. A jury question exists as to the interrelationship of Defendant's employment status with UMC and UPH and when or whether Defendant was an employee acting within the course and scope of UPH and not UMC.

cc: Hon. Carmine Cornelio
Clerk of Court - Under Advisement Clerk
James Penny, Esq./Lloyd Rabb, Esq. - RABB PENNY LAW FIRM
Peter Akmajian, Esq. - UDALL LAW FIRM

F. Sterling Struckmeyer
Judicial Law Clerk

2-3-09

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BY: ALAN WALKER
DEPUTY

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Attorney for Defendants Banner-University Medical Center Tucson Campus, LLC, Banner Health, Banner University Medical Group, Geetha Gopalakrishnan, M.D., Marie Olson, M.D., Emily Lawson, D.O., Parvana Hartenstein, M.D., Marcos Teran, M.D., Jason Anderson, M.D., and Sarah Desoky, M.D.

IN THE SUPERIOR COURT FOR THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF PIMA

JEREMY AND KIMBERLY HARRIS, Plaintiffs, vs. BANNER UNIVERSITY MEDICAL CENTER TUCSON CAMPUS, LLC, an Arizona corporation dba BANNER UNIVERSITY MEDICAL CENTER TUCSON; GEETHA GOPALAKRISHNAN, M.D.; MARIE L. OLSON, M.D.; EMILY NICOLE LAWSON, D.O.; PARVANA AMELIA HARTENSTEIN, M.D.; MARCOS ANDRES TERAN, M.D.; JEFF C. HOEHNER, M.D.; DEMETRIO J. CAMARENA, M.D.; PRAKASH JOEL MATHEW, M.D.; JASON THOMAS ANDERSON, M.D., SARAH MOHAMED DESOKY, M.D.; ARIZONA PEDIATRIC SURGERY AND UROLOGY, LTD.; BANNER HEALTH; BANNER UNIVERSITY MEDICAL GROUP; JOHN AND JANE DOES 1 – 50; ABC PARTNERSHIPS 1-5; AND XYZ CORPORATIONS 1-5, Defendants.	No. C20174589 **Banner Health Defendants' Response to Plaintiffs' Motion for Partial Summary Judgment on Notice of Claim** **And** **Cross-Motion for Partial Summary Judgment on Notice of Claim** (Assigned to Hon. Richard E. Gordon)

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Plaintiffs are correct about one thing only: that is, the facts are undisputed. But THE undisputed facts require judgment for the Banner Defendants, not Plaintiffs. Everyone agrees that the Banner physicians are state employees—employees of BUMCT, a public entity teaching hospital. They are engaged in teaching medical residents about clinical practice. Because there is no way to separate teaching residents about clinical practice from the clinical practice itself (as the Court previously noted), the physicians' care and treatment of Connor Harris was certainly within the course and scope of their BUMCT employment, and at the very least incidental to that employment. Plaintiffs' failure to serve a notice of claim on the Banner Physicians in accordance with A.R.S. § 12-821.01, and their failure to file their case within the A.R.S. § 12-821 one-year statute of limitations, bars their complaint entirely against the Banner Physicians, and bars their vicarious liability claims against Banner. The Banner Defendants[1] therefore oppose Plaintiffs' motion, and pursuant to Rule 56, Ariz.R.Civ.P. cross-move for partial summary judgment on Plaintiffs' complaint. This Response and Cross Motion are supported by accompanying Statement of Facts and attachments thereto, which are incorporated herein by reference.

I. INTRODUCTION

The Court is already well versed in the law, facts and issues presented in these motions. In denying Defendants' Motion to Dismiss and subsequent Motion for Reconsideration, the Court agreed that the Banner Physicians were state employees when they treated Connor Harris. As such, resolution of the notice of claim (and statute of limitations) issues hinges on whether the Banner Physicians (Residents and Attendings) were acting within the course and scope of their University employment when providing patient care. To survive summary judgment then, plaintiffs must be able to prove that the

[1] Banner – University Medical Center Tucson Campus, LLC, Banner Health, Banner – University Medical Group (collectively "Banner"), and Geetha Gopalakrishnan, M.D., Marie Olson, M.D., Emily Lawson, D.O., Parvana Hartenstein, M.D., Marcos Teran, M.D., Demetrio J. Camarena, M.D., Parkash Joel Mathew, M.D., Jason Anderson, M.D., Sarah Desoky, M.D., and Seung Hur, M.D. (collectively "Banner Physicians")

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Banner Physicians were acting outside the course and scope of their state employment when they treated Connor Harris on October 23, 2015. Plaintiffs have not provided any such evidence. Instead, they argue that (1) the Residents and Attending physicians were Banner Health's agents (which supposedly takes them outside the course and scope of their University employment); and (2) the University has no financial exposure, thus undermining the intent of the notice of claim statute to allow a public entity to budget. Neither argument has merit.

II. FACTS

BUMCT, formerly the University of Arizona Medical Center, is an academic teaching hospital affiliated with the University of Arizona College of Medicine, a public entity and a division of the State of Arizona. *See* A.R.S. § 15-1601(A) and (B). Eight months prior to Connor Harris's admission to BUMCT, the Arizona Board of Regents ("ABOR") entered into an agreement (the "Definitive Agreement") by which the University Medical Center Corporation ("UMCC"), owner and operator of the Medical Center's main campus, and University of Arizona Health Network, Inc. ("UAHN"), its sole corporate member, and University Physicians Healthcare ("UPH"), the faculty clinical practice organization for the medical college, merged with and into Banner Health. SOF ¶ 1.

The parties entered into an Academic Affiliation Agreement ("AAA") "to facilitate continued and expanded clinical educational opportunities for undergraduate medical students, residents, and fellows at the Medical Center - Tucson Campus, the Medical Center - South Campus, and BGSMC." SOF ¶ 2. Pursuant to the AAA, the corporate name of UPH, the faculty clinical practice organization for the medical school, was changed to Banner – University Medical Group ("BUMG"). SOF ¶ 3. Additionally, Banner Health was to create "Banner Academics," a division of Banner Health that included the clinical, clinical research and teaching operations of practicing physicians, residents, fellows and mid-level practitioners *employed by or practicing through BUMG* ("B–UMG Clinicians"). SOF ¶ 4 (emphasis added). Banner Academics also included the

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residency and fellowship programs at BUMCT. SOF ¶ 5. Banner Health was to create the Academic Management Council to oversee the operations and activities of Banner Academics. SOF ¶ 6. The Council was vested with the power and authority to approve of various matters with respect to Banner Academics. SOF ¶ 7.

Prior to these agreements, the University of Arizona appointed faculty to provide graduate medical education to residents and fellows selected by the University of Arizona College of Medicine. SOF ¶¶ 8; *see also* A.R.S. § 15-626(A) (conferring power on the Arizona Board of Regents to "appoint and employ vice-presidents, deans, professors, instructors, lecturers, fellows and such other officers and employees" or delegate such authority to university presidents or their designees). Consistent with the statutes, the University of Arizona College of Medicine appointed faculty to serve as professors. The professors serve as attending physicians and provide instruction to residents and fellows in a clinical setting at the hospital (BUMCT). SOF ¶ 9.

Defendants Dr. Desoky, Dr. Olson and Dr. Gopalakrishnan were attending physicians ("the Attending Physicians") at BUMCT by virtue of their appointments as professors with the University of Arizona. SOF ¶ 10. The Notices of Appointment provide that the Attending Physicians were employees of the University during the relevant time period (October 2015), held the title of Assistant Professor, and received an annual salary from the University. SOF ¶ 11. The Attending Physicians' Appointments were subject to the provisions of the ABOR policy manual and the University Handbook for Appointed Personnel. SOF ¶ 12. By accepting the Appointment with the University, the Attending Physicians agreed that they were subject to ABOR Conditions of Service and the Handbook provisions. SOF ¶ 13. The Attending Physicians also agreed to comply with the rules, regulations, and policies of the University and ABOR. SOF ¶ 14.[2]

Defendants Dr. Lawson, Dr. Hartenstein, Dr. Teran, Dr. Anderson, Dr. Camarena,

[2] Plaintiffs assert that the appointments were "temporary" for the purpose of "retaining their pensions." The accusation is unsupported and irrelevant. The record is undisputed that the Attending Physicians were University employees appointed to train the Residents in clinical practice.

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Dr. Hur, and Dr. Mathew were resident physicians ("the Residents") at BUMCT at the relevant time. SOF ¶ 15. As set forth in the Resident Agreements, the Residents were employees of the ABOR as part of the University's Graduate Medical Education ("GME") Program. SOF ¶ 16. The Resident Agreements required the Residents to fulfill the educational requirements of the training program; to provide patient care under faculty and teaching staff supervision; and to develop a personal program of learning to foster professional growth and life-long learning skills, with guidance and supervision from faculty and teaching staff. SOF ¶ 17. The Residents were required to abide by the policies and procedures of the University, ABOR, and GME Committee. SOF ¶ 18. In turn, the University, as the sponsoring institution, agreed to provide a GME Program that met the standards established by the Accreditation Council for Graduate Medical Education and its Resident Review Committees. SOF ¶ 19.

The Court previously determined that based on the Notices of Appointment and Residency Agreements, the Attendings and Residents were state employees of the University at the relevant time. *See* March 13, 2018 Minute Entry Order. The only issue remaining on the notice of claim and statute of limitations issues is whether the Attendings and Residents were acting within the course and scope of their University employment when they cared for and treated Connor Harris. As the Court pointed out, it is difficult to conceive that any treatment could fall wholly outside the scope of the Banner Physicians' University employment. *Id.* The Court, however, allowed Plaintiffs time to conduct discovery on the issue. Plaintiffs have done so over the last six months. That discovery has not changed any of the facts that entitle Defendants to summary judgment.

III. PLAINTIFFS' FAILURE TO SERVE NOTICES OF CLAIM AND TO FILE SUIT WITHIN ONE YEAR OF ACCRUAL BARS THEIR COMPLAINT AGAINST THE INDIVIDUAL DEFENDANTS.

A. Standard of Review

The Court should grant a motion for summary judgment where "the facts produced in support of the claim or defense have so little probative value, given the quantum of evidence required, that reasonable people could not agree with the conclusion advanced by

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the proponent of the claim or defense." *Orme School v. Reeves*, 166 Ariz. 301, 309, 802 P.2d 1000, 1008 (1990). A mere scintilla of evidence or a slight doubt as to whether a material factual dispute exists is not sufficient to overcome summary judgment. *Id*. When the material facts are not in dispute, the "trial court may decide as a matter of law whether an employee was acting in the scope of employment at the relevant time." *Ortiz v. Clinton*, 187 Ariz. 294, 298, 928 P.2d 718, 722 (App. 1996).

B. <u>As against public employee defendants, A.R.S. § 12-821.01 requires service of a pre-suit notice of claim, and A.R.S. § 12-821 requires suit to be filed within one year of accrual</u>.

As the Court well knows, a claimant suing a public employee must first serve the employee with a notice of claim no later than 180 days after accrual. *Falcon ex rel. Sandoval v. Maricopa County*, 213 Ariz. 525, 526, 144 P.3d 1254, 1255 (2006). The notice of claim requirements of A.R.S. § 12-821.01 allow the public entity to investigate and assess liability, to permit the possibility of settlement prior to litigation, and to assist the public entity in financial planning and budgeting. *Id.* at 527, 144 P.3d at 1256. "The requirement of filing a claim with the state is mandatory and an essential requisite to plaintiff's cause of action." *Pritchard v. State*, 163 Ariz. 427, 432, 788 P.2d 1178, 1183 (1990). "Claims that do not comply with A.R.S. § 12-821.01(A) are statutorily barred." *Deer Valley Unified School Dist. No. 97 v. Houser*, 214 Ariz. 293, 295, 152 P.3d 490, 492 (2007). In addition, A.R.S. § 12-821 sets forth a one-year statute of limitations for claims against a public entity and/or employee.

1. <u>The Banner Physicians were public employees in October 2015</u>.

The Court previously found that the Residents and Attendings were employees of the University pursuant to their employment agreements (the Resident Agreements and Notices of Appointment) at the relevant time, and thus were public employees. Plaintiffs do not deny this. The only remaining issue is whether the individual Defendants were acting within the course and scope of that employment when they treated Connor Harris.

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2. <u>The Residents and Attendings were acting within the course and scope of their public employment when they treated Connor Harris</u>.

An employee's act is within the scope and course of employment "if (a) it is the kind he is employed to perform; (b) it occurs substantially within the authorized time and space limits; and (c) it is actuated, at least in part, by a purpose to serve the [employer]." *McCloud v. Kimbro*, 224 Ariz. 121, 123, 228 P.3d 113, 115 (App. 2010), quoting *Anderson v. Gobea*, 18 Ariz. App. 277, 280, 501 P.2d 453, 456 (1972). "'[A]n employee is acting within the scope of . . . employment while he is doing any reasonable thing which his employment expressly or impliedly authorizes him to do or which may reasonably be said to have been contemplated by that employment as necessarily or probably incidental to the employment.'" *Smith v. Am. Express Travel Related Servs. Co.*, 179 Ariz. 131, 135-36, 876 P.2d 1166, 1170-71 (App. 1994), quoting *Ray Korte Chevrolet v. Simmons*, 117 Ariz. 202, 207, 571 P.2d 699, 704 (App. 1977). The "concept [of] 'scope of employment' has long been tied to the employer's right to control the employee's activity at the time of his tortious conduct." *Robarge v. Bechtel Power Corp.*, 131 Ariz. 280, 283, 640 P.2d 211, 213 (App. 1982).

Under these precepts, the Residents and Attendings were clearly acting within the course and scope of their University employment when treating Connor Harris. The purpose of their employment was to treat patients and in the course of treating patients teach the Residents how to treat patients. The Accreditation Council for Graduate Medical Education ("the Council") establishes common requirements for residency programs throughout the country. SOF ¶ 20. Under the Council's Common Program Requirements, the purpose of the Residents' training is to provide clinical care to patients. The Attending physicians, as faculty, are responsible for facilitating the Residents' training by supervising the clinical care provided by the Residents. The Common Program Requirements state:

> The specialty education of physicians to practice independently is experiential, and necessarily occurs *within the context of the health care delivery system*. […] For the resident, *the essential learning activity is interaction with patients under the guidance and supervision of faculty*

> *members* who give value, context, and meaning to those interactions. As residents gain experience and demonstrate growth in their ability to care for patients, they assume roles that permit them to exercise those skills with greater independence.

SOF ¶ 20 (emphasis added)).

The following additional facts show that the Residents were acting within the course and scope of their University employment when caring for Connor Harris:

- The Council requires one sponsoring institution (in this case, the University of Arizona) to assume ultimate responsibility for the program, which extends to resident assignments at all participating sites (in this case, BUMCT). The sponsoring institution and the participating site(s) are required to identify faculty who will assume both educational and supervisory responsibilities for residents; specify responsibilities for teaching, supervision, and formal evaluation of residents; specify the duration and content of the educational experience; and state the policies and procedures that govern resident education during the assignment. SOF ¶ 21.

- The University of Arizona College of Medicine established a Resident Fellow Manual ("the Manual"), which sets forth the duties, responsibilities, rights and privileges of residents and fellows. SOF ¶ 22.

- The Manual defines residents as "physicians under contract in an accredited/nonaccredited graduate medical education program who have privileges to practice medicine under specified conditions for a designated, limited period of time." SOF ¶ 23.

- Pursuant to the Manual, the Residents' Basic Duties and Responsibilities, included participating in supervised patient care; taking call; participating in education activities, and assuming responsibility for teaching and supervising other residents and students; participating in programs and activities involving the medical staff and adhering to the established practice, procedures and policies at a Banner – University Medical Center ("BUMC") facility and at any other institution through which the Residents rotated; participating in committees as requested at BUMC and at any other institution through which the Residents rotated. SOF ¶ 24.

- The University strictly regulated the Residents' "Duty Hours" and how their time was to be spent in providing patient care. The Resident Fellow Manual defined "Duty Hours" as "all clinical and academic activities related to the training program: patient care (inpatient and outpatient), administrative duties related to patient care, the provision for transfer of patient care, time spent in-house during call activities, and scheduled academic activities such

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as conferences." Specifically, duty hours were limited to 80 hours per week when averaged over a four-week period; residents and fellows were required to have one day off every seven days; and duty periods for residents were regulated based on their program year. SOF ¶ 25.

- The University strictly regulated the Residents' on-call activities, as defined in the Manual. SOF ¶ 26.

- The University defined how the Residents would be paid, as set forth in the Manual. SOF ¶ 27.

- The University evaluated the Residents on a semi-annual basis, which included faculty evaluations of the Residents' performance during each rotation. SOF ¶ 28.

- The Program Director of each GME program at the University established policies for the supervision of residents. SOF ¶ 29.

- The Residents did not participate in Banner Health's paid time off (PTO) plan, but rather, the University's GME program specified vacation leave for residents and fellows. SOF ¶ 30.

- The Residents' due process rights for disciplinary and non-disciplinary action were derived from the requirements of the University's GME program, as determined by the Program Director. SOF ¶ 31.

- The Residents were paid by the University, not Banner Health. SOF ¶ 32. (Residents' pay stubs).

Similar facts establish that the Attendings' conduct in treating Connor Harris was within their University employment:

- The Council required all faculty at each participating site, including the Attendings at BUMCT, to instruct and supervise all residents at the site. The Attendings were required to devote sufficient time to the educational program to fulfill their supervisory and teaching responsibilities. SOF ¶ 33.

- The Attendings were required to supervise the Residents in the clinical learning environment, in which each patient has an identifiable, appropriately-credentialed and privilege attending physician who is ultimately responsible for the patient's care. SOF ¶ 34.

- Even after the effective date of the Definitive Agreement, the University retained exclusive power to grant and terminate all faculty appointments and

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titles. SOF ¶ 35.

- Prior to the effective date of the Definitive Agreement, the Attendings received a Letter Agreement from the University, which stated that effective February 28, 2015, the University would be their sole employer for both clinical practice activities and academic activities. SOF ¶ 36. Subsequently, on July 15, 2015, the Attendings accepted their Notices of Appointment, solidifying their appointment and employment with the University through the end of 2015. SOF ¶ 37.

- The Attendings were paid by the University, not Banner Health, and their retirement benefits, disability, and vacation time were provided through their employment with the University. SOF ¶ 38.

In short, the Residents and Attendings were employed by the University to provide clinical care to patients at BUMCT, and they provided that clinical care to Connor Harris. They were therefore in the course and scope of their University employment at the time. As the Court previously noted, there is no way to separate the treating from the teaching. We certainly cannot decide the issue by trying to break up the Attendings' actions minute by minute and determining whether a resident was in the room with an Attending one minute or the next when they were caring for Connor Harris.

C. <u>This is Not a Workers' Compensation Issue</u>.

Plaintiffs err in arguing that the workers' compensation statutes defining employment support their position. Preliminarily, the definition of "employee" they cite comes from an unemployment statute, A.R.S. § 23-613.01, found in Chapter 4 of Title 23, not a workers' compensation statute. Workers' compensation statutes are found in Chapter 6 of Title 23. Regardless, the definition does not apply in any event. A.R.S. § 23-602 states that its definitions "shall apply through this chapter" – Chapter 4. This situation does not fall within Chapter 4 of Title 23.

D. <u>Plaintiffs' Agency Argument Lacks Merit</u>.

Plaintiffs err in arguing that that the Residents and Attendings were agents of Banner Health and therefore were not University employees when providing clinical care to Connor Harris. Even if there were an agency relationship with Banner, that does not

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eliminate the undisputed fact that the Residents and Attendings were acting within the course and scope of their University employment when treating Connor Harris. The concept of agency relates only to Banner Health's potential vicarious liability, not to whether the individuals were acting within the scope of their University employment.[3] Likewise, Plaintiffs' argument that Banner is a large, private corporation trying to evade civil liability by improperly invoking the notice of claim statute is not a legal argument. It is an ineffective, emotional attempt to avoid the mandatory bar of their case.

1. The Residents and Attendings were not concurrent employees.

As this Court previously noted, it is difficult to envision a scenario where the Residents and Attendings would not be acting pursuant to their University employment when providing patient care. Indeed, the University specifically employed them to provide patient care. Nevertheless, from the inception of this lawsuit, Plaintiffs have tried to differentiate between providing clinical care on one hand, and teaching on the other hand, to argue that the Banner Physicians were "dual employees" or "concurrent employees" of the University and Banner. And they cite an unpublished minute entry order from a 2009 case, *Alsobrooks v. Anton*, for their "dual employment" argument. There is no such differentiation here. Putting aside the fact that the *Alsobrooks* minute entry order is not binding precedent, the facts in that case are not even close to the facts

[3] This situation arises frequently in medical malpractice cases. Many physicians are employees of a private practice group, and provide care in various facilities, such as hospitals, where they hold credentials or privileges to practice medicine. Under certain circumstances, the physicians may be deemed to be agents of those hospitals. This is the "deep pocket" that virtually every plaintiff tries to establish in medical malpractice cases in hopes of holding the hospital liable for the physician practicing medicine under its roof. Creation of an agency relationship, however, does not destroy the employment relationship of the physician and his practice group—it merely creates a mechanism by which a plaintiff can hold the hospital accountable for the negligence of the physician. Ultimately, the private practice group remains liable for the physician's medical negligence under traditional principles of *respondeat superior* so long as the physician was acting within the course and scope of his or her employment with the private practice group. *See Baker ex rel. Hall Brake Supply, Inc. v. Stewart Title & Trust of Phoenix, Inc.*, 197 Ariz. 535, P 17, 5 P.3d 249, 254 (App. 2000).

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presented here. It appears from the minute entry order that the *Alsobrooks* parties submitted the physician's employment agreement, which stated that he was both an employee of the University (a public entity) and the physician practice group (a non-public entity). The agreement specifically stated that in providing clinical care, the physician was operating as an employee of the physician practice group, not the University.

That is not this case. Our Resident Agreements and Notices of Appointment do not delineate between clinical responsibilities and teaching or research responsibilities. As such, this is not a dual employment scenario. Plaintiffs' argument that the Residents and Attendings were no longer University employees because Banner Health exercised a certain amount of control over them lacks one iota of factual or legal support.

2. <u>Even if the Residents and Attendings were concurrent employees, their conduct was, at the very least, incidental to their University employment</u>.

Even if the Residents and Attendings were concurrent employees of Banner Health and the University, their conduct in providing patient care to Connor Harris was at the very least incidental to their public employment; therefore, Plaintiffs were required to comply with Arizona's Tort Claims Act (notices of claim and one-year limitations period). *Villasenor v. Evans,* 241 Ariz. 300, 303, 15, 386 P.3d 1273, 1276 (App. 2016). In *Villasenor*, the court of appeals held that the fact that Evans, a public employee, held "concurrent employment as the executive director of a neighborhood association" did not alter the fact that her actions in arranging a meeting on a controversial public topic were incidental to her job as councilperson and vice-mayor: "even if Evans was motivated by personal interests, the undisputed evidence showed that her conduct was, at the very least, *incidental* to her work as a Councilmember and Vice Mayor." *Id*. at 304, ¶ 17 (emphasis added). The same is true here. Even if the Residents' and Attendings' conduct benefitted Banner, it is undisputed and undisputable that the care and treatment they provided to Connor Harris was at the very least incidental to their University employment. See *Dube v. Desai*, 218 Ariz. 362, 365, ¶ 11, 186 P.3d 587 (App. 2008) ("a[n] employee's improper actions, even those serving personal desires, will be deemed motivated to serve the

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employer if those actions are incidental to the employee's legitimate work activity."). Their actions occurred within the authorized time and space limits; and it furthered the purpose of the College of Medicine's GME program to provide training opportunities to residents in their respective disciplines of medicine. Plaintiffs' failure to serve notices of claim on the Banner Physicians and their failure to file suit within a year of accrual bars the action as against the Banner Physicians.

E. **The Existence of Liability Insurance Does Not Eviscerate the Statute's Requirements.**

Plaintiffs focus much of their argument on the fact that after the merger and as of October 2015, Banner Health had assumed all responsibility for medical malpractice claims arising from clinical practice at BUMCT. Defendants do not dispute that, effective July 1, 2015, Banner Health assumed all responsibility for medical malpractice claims arising from clinical practice at BUMCT and agreed to indemnify resident and fellow physicians for clinical activities. SOF ¶¶ 39 and 40. Plaintiffs err in arguing, however, that, the notice of claim statute does not apply because the State has no financial exposure.[4]

Plaintiffs assert that Banner Health provided malpractice coverage for *all* physicians at BUMCT regardless of whether they are Banner or University employees, and therefore, Banner, not the State, is responsible for any negligent care provided at BUMCT.[5] Plaintiffs then conclude, without citation to authority, that "the absence of any actual or even potential liability against any government entity for the negligent clinical care" renders the notice of claim statute inapplicable. Not so. In *Swenson v. Pinal County*, 243 Ariz. 122, 402 P.3d 1007 (App. 2017), the court rejected Plaintiffs' argument that they need not serve a notice of claim on the County because the County (a) had secured liability insurance, and (b) had contracted for indemnity from construction companies improving

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[4] Importantly, the one-year statute of limitations applies to public employees regardless of Plaintiffs' "financial exposure" argument.

[5] This statement is not entirely accurate. Banner Health did not provide malpractice coverage to physicians who are neither University employees nor Banner employees.

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the subject roadway. The trial court dismissed the lawsuit because plaintiffs failed to serve a notice of claim or file suit within the one-year statute of limitations. The court of appeals affirmed. In rejecting the argument that the County's purchase of liability insurance "waives sovereign immunity," the court explained:

> This plain language suggests that what is waived in those circumstances is the substantive right to immunity, such that a plaintiff could recover from the public entity the amount of its liability insurance policy limits. The language does not purport to also encompass the procedural provisions—specifically, 12-821 and 12-821.01—of the Actions Against Public Entities and Public Employees Act.

Id. "[A]pplication of the notice of claim statute is contingent on the nature of the entity, not the nature of its fund[ing source]." *Swenson*, 243 at 127, ¶ 15, 402 P.3d at 1012, quoting *Pivotal Colo. II, L.L.C. v. Ariz. Pub. Safety Pers. Ret. Sys.*, 234 Ariz. 369, n. 7, 322 P.3d 186, 190 n. 7 (App. 2014) (internal quotations omitted). Likewise, the one-year statute of limitations "by its plain language applies to all public entities, regardless of how they are funded. Thus, **these statutes apply notwithstanding the fact that a public entity may have liability insurance**." *Id*. (emphasis added). Reinforcing the fact that the statutes are mandatory, not dependent on the entity's funding, the court rejected the argument Plaintiffs make here – that compliance with the notice of claim statutes was unnecessary because the County did not need to "budget for its liability." *Id*. at ¶¶ 19-20.

The analysis applies with force here. The University had malpractice insurance for its physician employees long before the merger with Banner Health. SOF ¶ 41 (Holland Dep. At 13:25 – 14:14, 15:22 – 16:20). Yet no one has suggested that the notice of claim statute and the one-year limitations period did not apply then. The Court can summarily reject Plaintiffs' argument that the existence of liability insurance eliminates the need for Plaintiffs to satisfy the mandates of the notice of claim statute and the one-year statute of limitations.

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F. Dismissal of the Residents and Attendings Requires Dismissal of Banner Health for Alleged Vicarious Liability

Dismissal of the Residents and Attendings requires dismissal of Banner for alleged vicarious liability. *Law v. Verde Valley Med. Ctr*., 170 P.3d 701, 705 (Ariz. Ct. App. 2007) (noting that when a judgment on the merits, including a dismissal with prejudice, is entered in favor of an employee, "there is no fault to impute and the party potentially vicariously liable" is not responsible); *Ferreira v. Arpaio*, 2016 WL 3970224, at *10 (D. Ariz. July 25, 2016) ("Here, Plaintiff's state law claims against the individual employee Defendants have been dismissed, with prejudice, due to Plaintiff's failure to comply with the notice of claim statute. Under Arizona law, Defendants Maricopa County and Arpaio can never be held vicariously liable for their employees' official conduct."); *Nixon v. Mohave Cty*., 2014 WL 4162370, at *2 (D. Ariz. Aug. 20, 2014) ("If plaintiff could continue to assert claims for vicarious liability against the County even though his 'official capacity' claims against Holcomb and Latoski have been dismissed with prejudice, then his failure to comply with the Notice statute as to Holcomb and Latoski would be excused, which would not be consistent with Arizona law that treats the Notice statute as 'mandatory.'").

CONCLUSION

For the foregoing reasons, the Banner Physicians respectfully request the Court to dismiss them with prejudice. Banner respectfully requests the Court to dismiss Plaintiffs' claims of vicarious liability against it with prejudice. The only claims remaining against Banner Health are claims of independent liability against Banner for breach of contract, negligent misrepresentation, and intentional misrepresentation.

RESPECTFULLY SUBMITTED this 17th day of December, 2018.

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IN THE SUPERIOR COURT FOR THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF PIMA

JEREMY AND KIMBERLY HARRIS, Plaintiffs, vs. BANNER UNIVERSITY MEDICAL CENTER TUCSON CAMPUS, LLC, an Arizona corporation dba BANNER UNIVERSITY MEDICAL CENTER TUCSON; GEETHA GOPALAKRISHNAN, M.D.; MARIE L. OLSON, M.D.; EMILY NICOLE LAWSON, D.O.; PARVANA AMELIA HARTENSTEIN, M.D.; MARCOS ANDRES TERAN, M.D.; JEFF C. HOEHNER, M.D.; DEMETRIO J. CAMARENA, M.D.; PRAKASH JOEL MATHEW, M.D.; JASON THOMAS ANDERSON, M.D., SARAH MOHAMED DESOKY, M.D.; ARIZONA PEDIATRIC SURGERY AND UROLOGY, LTD.; BANNER HEALTH; BANNER UNIVERSITY MEDICAL GROUP; JOHN AND JANE DOES 1 – 50; ABC PARTNERSHIPS 1-5; AND XYZ CORPORATIONS 1-5, Defendants.	No. C20174589 **DEFENDANTS BANNER-UNIVERSITY MEDICAL CENTER TUCSON CAMPUS, LLC, ET AL.'S STATEMENT OF FACTS IN SUPPORT OF CROSS-MOTION FOR PARTIAL SUMMARY JUDGMENT** (Assigned to Hon. Richard E. Gordon)

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Defendants Banner – University Medical Center Tucson Campus, LLC, Banner Health, Banner University Medical Group, Geetha Gopalakrishnan, M.D., Marie Olson, M.D., Emily Lawson, D.O., Parvana Hartenstein, M.D., Marcos Teran, M.D., Demetrio Camarena, M.D., Prakash Joel Mathew, M.D., Jason Anderson, M.D., Seung Hur, M.D. and Sarah Desoky, M.D. (collectively "Banner") submit this Statement of Facts in Support of Cross-Motion for Partial Summary Judgment on the notice of claim requirement and one-year statute of limitations pursuant to A.R.S. §§ 12-821 and 821.01.

STATEMENT OF FACTS IN SUPPORT OF CROSS-MOTION FOR PARTIAL SUMMARY JUDGMENT

1. Eight months prior to Connor Harris's admission to BUMCT, Banner Health and the Arizona Board of Regents ("ABOR"), on behalf of the University of Arizona, entered into an agreement (the "Definitive Agreement") by which the University Medical Center Corporation ("UMCC"), the owner and operator of the main campus of the University of Arizona Medical Center, along with the University of Arizona Health Network, Inc, ("UAHN"), the sole corporate member of UMCC, and University Physicians Healthcare ("UPH"), the faculty clinical practice organization for the University of Arizona College of Medicine in Tucson, effectively merged with and into Banner Health. *See* Academic Affiliation Agreement at Recitals ⁋ D (**Exhibit A**).

2. Pursuant to the Definitive Agreement, Banner Health and ABOR (on behalf of the University) entered into an Academic Affiliation Agreement ("AAA") "to facilitate continued and expanded clinical educational opportunities for undergraduate medical students, residents, and fellows at the Medical Center - Tucson Campus, the Medical Center - South Campus, and BGSMC." *See* AAA at Recitals ⁋ F (**Exhibit B**).

3. Pursuant to the AAA, the corporate name of UPH, the faculty clinical practice organization for the University of Arizona College of Medicine, was changed to Banner – University Medical Group ("BUMG"). *See* AAA § at 1.2 (**Exhibit C**).

4. Banner Health was to create "Banner Academics", a division of Banner Health that included the clinical, clinical research and teaching operations of practicing

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physicians, residents, fellows and mid-level practitioners employed by or practicing through BUMG ("B–UMG Clinicians"). *See* AAA at § 1.2.1 (**Exhibit C**).

5. Banner Academics also included the residency and fellowship programs at BUMCT. *See* AAA at § 1.2.3 (**Exhibit C**).

6. Banner Health was to create the Academic Management Council ("AMC"), which would oversee the operations and activities of Banner Academics. *See* AAA at § 3.1 (**Exhibit D**).

7. The AMC was vested with the power and authority to approve of various matters with respect to Banner Academics. *See* AAA at § 3.4 (**Exhibit D**).

8. Prior to the Definitive Agreement and AAA, the University of Arizona appointed faculty to provide graduate medical education to residents and fellows who were selected by the University of Arizona College of Medicine. *See* Notices of Appointment and Resident Agreements (**Exhibit E and Exhibit F**).

9. The professors serve as attending physicians and provide instruction to residents and fellows in a clinical setting at the hospital (BUMCT). *See* Notices of Appointment and Resident Agreements (**Exhibit E and Exhibit F**).

10. Sarah Desoky, M.D., Marie Olson, M.D., and Geetha Gopalakrishnan, M.D., were attending physicians ("Attending Physicians") at BUMCT by virtue of their appointments as professors with the University of Arizona. *See* Notices of Appointment (**Exhibit E**).

11. The Notices of Appointment set forth that the Attending Physicians were employees of the University during the relevant time period (October 2015), held the title of Assistant Professor, and received an annual salary from the University. *See* Notices of Appointment (**Exhibit E**).

12. The Attending Physicians' Appointments were subject to the provisions of the Arizona Board of Regents ("ABOR") policy manual and the University Handbook for Appointed Personnel ("UHAP"). *See* Notices of Appointment (**Exhibit E**).

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13. By accepting the Appointment with the University, the Attending Physicians agreed that they were subject to ABOR Conditions of Service and the corresponding provisions of the UHAP. *See* Notices of Appointment (**Exhibit E**).

14. The Attending Physicians also agreed to comply with the rules, regulations, and policies of the University and ABOR. *See* Notices of Appointment (**Exhibit E**).

15. Emily Lawson, M.D., Parvana Hartenstein, M.D., Marcos Teran, M.D., Jason Anderson, M.D., Demitrio Camarena, M.D., Seung Hur, M.D., and Prakash Mathew, M.D. were resident physicians ("the Residents") at BUMCT at the time of the care at issue. *See* Resident Agreements (**Exhibit F**).

16. The Residents were employees of the ABOR as part of the University of Arizona College of Medicine's Graduate Medical Education ("GME") Program. *See* Resident Agreements (**Exhibit F**).

17. The responsibilities of the Residents were, at all relevant times: to fulfill the educational requirements of the training program; to provide patient care under faculty and teaching staff supervision; and to develop a personal program of learning to foster professional growth and life-long learning skills, with guidance and supervision from faculty and teaching staff. *See* Resident Agreements at ¶ 3 (**Exhibit F**).

18. The Residents were required to abide by the policies and procedures of the University, ABOR, and GME Committee. *See* Resident Agreements (**Exhibit F**).

19. The University, as the sponsoring institution, agreed to provide a GME Program that met the standards established by the Accreditation Council for Graduate Medical Education ("the Council") and its Resident Review Committees. *See* Resident Agreements at ¶ 4 (**Exhibit F**).

20. The Council's Common Program Requirements state:

> The specialty education of physicians to practice independently is experiential, and necessarily occurs within the context of the health care delivery system. […] For the resident, the essential learning activity is interaction with patients under the guidance and supervision of faculty members who give value, context, and meaning to those interactions. As residents gain experience and demonstrate growth in their ability to care for

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patients, they assume roles that permit them to exercise those skills with greater independence.

See Common Program Requirements at Introduction (**Exhibit G**).

21. The Council requires one sponsoring institution (in this case, the University of Arizona) to assume ultimate responsibility for the program, which extends to resident assignments at all participating sites (in this case, BUMCT). The sponsoring institution and the participating site(s) are required to identify faculty who will assume both educational and supervisory responsibilities for residents; specify responsibilities for teaching, supervision, and formal evaluation of residents; specify the duration and content of the educational experience; and state the policies and procedures that govern resident education during the assignment. *See* Common Program Requirements at §§ I.A. and I.B. (**Exhibit G**).

22. Consistent with the Council's requirements, the University of Arizona College of Medicine established a Resident Fellow Manual ("the Manual"), which sets forth the duties, responsibilities, rights and privileges of residents and fellows. *See* Resident Fellow Manual (**Exhibit H**).

23. The Manual defines residents as "physicians under contract in an accredited/nonaccredited graduate medical education program who have privileges to practice medicine under specified conditions for a designated, limited period of time." *See* Resident Fellow Manual (**Exhibit H**).

24. The Residents' Basic Duties and Responsibilities, included participating in supervised patient care; taking call; participating in education activities, and assuming responsibility for teaching and supervising other residents and students; participating in programs and activities involving the medical staff and adhering to the established practice, procedures and policies at a Banner – University Medical Center ("BUMC") facility and at any other institution through which the Residents rotated; participating in committees as requested at BUMC and at any other institution through which the Residents rotated. *See* Resident Fellow Manual (**Exhibit H**).

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25. The University strictly regulated the Residents' "Duty Hours" and how their time was to be spent in providing patient care. The Resident Fellow Manual defined "Duty Hours" as "all clinical and academic activities related to the training program: patient care (inpatient and outpatient), administrative duties related to patient care, the provision for transfer of patient care, time spent in-house during call activities, and scheduled academic activities such as conferences. Specifically, duty hours were limited to 80 hours per week when averaged over a four-week period; residents and fellows were required to have one day off every seven days; and duty periods for residents were regulated based on their program year. *See* Resident Fellow Manual (**Exhibit H**).

26. The University strictly regulated the Residents' on-call activities, as defined in the Manual. *See* Resident Fellow Manual (**Exhibit H**).

27. The University defined how the Residents would be paid, as set forth in the Manual. *See* Resident Fellow Manual (**Exhibit H**).

28. The University performed evaluations of the Residents on a semi-annual basis, which included faculty evaluations of the Residents' performance during each rotation. *See* Resident Fellow Manual (**Exhibit H**).

29. The Program Director of each GME program at the University established policies for the supervision of residents. *See* Resident Fellow Manual (**Exhibit H**).

30. The Residents did not participate in Banner Health's paid time off (PTO) plan, but rather, the University's GME program specified vacation leave for residents and fellows. *See* Resident Fellow Manual (**Exhibit H**).

31. The Residents' due process rights for disciplinary and non-disciplinary action were derived from the requirements of the University's GME program, as determined by the Program Director. *See* Resident Fellow Manual at Due Process Guidelines for Residents and Fellows (**Exhibit H**).

32. The Residents were paid by the University, not Banner Health. *See* Residents' pay stubs (**Exhibit I**).

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33. The Council required all faculty at each participating site, including the Attendings at BUMCT, to instruct and supervise all residents at the site. The Attendings were required to devote sufficient time to the educational program to fulfill their supervisory and teaching responsibilities. *See* Common Program Requirements at § II.B. (**Exhibit G**).

34. The Attendings were required to supervise the Residents in the clinical learning environment, in which each patient has an identifiable, appropriately-credentialed and privilege attending physician who is ultimately responsible for the patient's care. *See* Common Program Requirements at § VI.D. (**Exhibit G**).

35. Even after the effective date of the Definitive Agreement, the University retained exclusive power to grant and terminate all faculty appointments and titles. See AAA at §§ 3.4.3 and 3.7 (**Exhibit D**).

36. Prior to the effective date of the Definitive Agreement, the Attendings received a Letter Agreement from the University, which stated that effective February 28, 2015, the University would be their sole employer for both clinical practice activities and academic activities. *See* Desoky and Gopalakrishnan Letters of Agreement (**Exhibit J**).

37. On July 15, 2015, the Attendings accepted their Notices of Appointment, solidifying their appointment and employment with the University through the end of 2015. *See* Notices of Appointment (**Exhibit E**).

38. The Attendings were paid by the University, not Banner Health, and their retirement benefits, disability, and vacation time were provided through their employment with the University. *See* Attendings' pay stubs (**Exhibit K).**

39. Effective July 1, 2015, Banner Health assumed all responsibility for medical malpractice claims arising from clinical practice at BUMCT and agreed to indemnify resident and fellow physicians for clinical activities. *See* Declaration of Michele Tomas (**Exhibit L**).

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40. Following the merger, Banner Health assumed the responsibility of providing the insurance for medical malpractice cases. *See* Declaration of Michele Tomas (**Exhibit L**).

41. The University was covered by medical malpractice insurance for negligence committed by its employees who provided care to patients long before the merger with Banner Health. *See* Holland Dep. at 13:25 – 14:14, 15:22 – 16:20 (**Exhibit M**).

DATED this 17th day of December, 2018.

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Telephone: 520-326-1786

Exhibit A

ACADEMIC AFFILIATION AGREEMENT

BETWEEN

BANNER HEALTH

AND

THE ARIZONA BOARD OF REGENTS

ON BEHALF OF

THE UNIVERSITY OF ARIZONA

FEBRUARY 28, 2015

ACADEMIC AFFILIATION AGREEMENT

THIS ACADEMIC AFFILIATION AGREEMENT (this "**Agreement**") is made and entered into as of February 28, 2015 (the "**Effective Date**") between **BANNER HEALTH**, an Arizona nonprofit corporation ("**BH**"), and **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**"). BH and the University may be referred to herein individually as a "**Party**" and, collectively, as the "**Parties**." Capitalized terms not otherwise defined herein shall have the meanings set forth in Article 11.

RECITALS

A. BH is a nonprofit health care system, which operates health care facilities in Alaska, Arizona, California, Colorado, Nebraska, Nevada, and Wyoming, including Banner Good Samaritan Medical Center ("**BGSMC**") and other facilities in the Phoenix metropolitan area, and, following the transactions referenced in Recital D herein, the Tucson metropolitan area.

B. The University owns and operates The University of Arizona College of Medicine in Phoenix ("**COM-P**") and The University of Arizona College of Medicine in Tucson ("**COM-T**"), accredited allopathic medical schools located in Phoenix, Arizona and Tucson, Arizona, respectively (each, a "**Medical School**" and, collectively, the "**Medical Schools**").

C. Immediately prior to the date of this Agreement, The University of Arizona Health Network, Inc. ("**UAHN**") was the sole corporate member of: (i) University Medical Center Corporation ("**UMCC**"), which owned and operated the main campus of The University of Arizona Medical Center located at 1501 N. Campbell Ave., Tucson, Arizona that was operated under the name "The University of Arizona Medical Center – University Campus" and is operated under the name "Banner–University Medical Center Tucson Campus" as of the date hereof (the "**Medical Center – Tucson Campus**"), which serves as the principal teaching hospital for COM-T and other University health sciences colleges; and (ii) University Physicians Healthcare, an Arizona non-profit corporation ("**UPH**"), which (x) serves as the faculty clinical practice organization for COM-T, and (y) operated the south campus of The University of Arizona Medical Center located at 2800 E. Ajo Way, Tucson, Arizona that was operated under the name "The University of Arizona Medical Center – South Campus" and is operated under the name "Banner–University Medical Center South Campus" as of the date hereof (the "**Medical Center – South Campus**").

D. Pursuant to the terms of that certain Agreement among BH, the University, and UAHN, dated January 30, 2015 (the "**Definitive Agreement**"): (i) UPH transferred all of its assets associated with the operation of the Medical Center – South Campus, including its provider-based clinics, to Banner–University Medical Center South Campus, LLC ("**B–UMCS LLC**"), a sole member Arizona limited liability company formed by UAHN prior to the date hereof, and assigned the Pima County Lease (as defined in Section 1.4 below) to B–UMCS LLC; and, (ii) UMCC merged with and into a newly-formed Arizona limited liability company having BH as its sole member, Banner–University Medical Center Tucson Campus, LLC ("**B–UMCT LLC**"); and (iii) UAHN merged with and into BH, as a result of which BH acquired equity or

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membership interests in UPH, B–UMCS LLC, and other direct or indirect subsidiaries of UAHN, and is therefore the direct or indirect owner of the facilities and entities comprising the Healthcare System.

E. Pursuant to the terms of that certain Ground Lease and Purchase Option Agreement between the Arizona Board of Regents ("**ABOR**") and BH of even date herewith (the "**Ground Lease**"), BH leases from ABOR (i) the real property previously leased by ABOR to UMCC for the operation of the Medical Center - Tucson Campus (the "**Medical Center Real Property**"), and (ii) certain other real property owned by ABOR that will be used by BH or its Healthcare System Affiliates for additional improvements to be constructed (the "**University Real Property**"), which real property has been subleased by BH to B–UMCT LLC.

F. As contemplated by, and as a condition of the closing of the transaction contemplated by, the Definitive Agreement, BH and the University desire to enter into an academic affiliation (the "**Affiliation**") to facilitate continued and expanded clinical educational opportunities for undergraduate medical students, residents, and fellows at the Medical Center - Tucson Campus, the Medical Center - South Campus, and BGSMC and to strive for the following shared economic and business objectives of the Parties: (i) a national and international reputation for academic excellence, scientific research, effective population health management, integrated delivery of clinical services, and innovation; (ii) first-tier research and training destinations with world-class physicians; (iii) a financially strong statewide healthcare delivery system, anchored by two flagship academic medical centers in Tucson and Phoenix, that reliably and compassionately provides high quality, evidence-based, patient-centered care throughout all of its providers and facilities on behalf of all of the State's citizens; (iv) clinical breadth and depth to support academic excellence and scientific achievement and innovation; and (v) effective clinical and business operations to provide resources dedicated to supporting transformative and balanced growth academically, scientifically and clinically (collectively, the "**Parties' Objectives**").

G. As contemplated by, and as a condition of the closing of the transaction contemplated by, the Definitive Agreement, the Parties wish to set forth the full and complete terms of their agreement with respect to the Affiliation.

NOW, THEREFORE, for and in consideration of the premises, and the agreements, covenants, representations and warranties hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are forever acknowledged and confessed, the Parties agree as follows:

ARTICLE 1
BH RESPONSIBILITIES

1.1 Commitments Regarding Exclusivity.

1.1.1 Exclusive Healthcare Academic Partner. Subject to the terms of this Agreement, BH and its Affiliates shall be the exclusive Healthcare Academic Partner of the University's Arizona Health Sciences Center, including the Medical Schools but not the other University health sciences colleges. BH acknowledges certain existing hospital affiliations

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Exhibit B

membership interests in UPH, B–UMCS LLC, and other direct or indirect subsidiaries of UAHN, and is therefore the direct or indirect owner of the facilities and entities comprising the Healthcare System.

E. Pursuant to the terms of that certain Ground Lease and Purchase Option Agreement between the Arizona Board of Regents ("**ABOR**") and BH of even date herewith (the "**Ground Lease**"), BH leases from ABOR (i) the real property previously leased by ABOR to UMCC for the operation of the Medical Center - Tucson Campus (the "**Medical Center Real Property**"), and (ii) certain other real property owned by ABOR that will be used by BH or its Healthcare System Affiliates for additional improvements to be constructed (the "**University Real Property**"), which real property has been subleased by BH to B–UMCT LLC.

F. As contemplated by, and as a condition of the closing of the transaction contemplated by, the Definitive Agreement, BH and the University desire to enter into an academic affiliation (the "**Affiliation**") to facilitate continued and expanded clinical educational opportunities for undergraduate medical students, residents, and fellows at the Medical Center - Tucson Campus, the Medical Center - South Campus, and BGSMC and to strive for the following shared economic and business objectives of the Parties: (i) a national and international reputation for academic excellence, scientific research, effective population health management, integrated delivery of clinical services, and innovation; (ii) first-tier research and training destinations with world-class physicians; (iii) a financially strong statewide healthcare delivery system, anchored by two flagship academic medical centers in Tucson and Phoenix, that reliably and compassionately provides high quality, evidence-based, patient-centered care throughout all of its providers and facilities on behalf of all of the State's citizens; (iv) clinical breadth and depth to support academic excellence and scientific achievement and innovation; and (v) effective clinical and business operations to provide resources dedicated to supporting transformative and balanced growth academically, scientifically and clinically (collectively, the "**Parties' Objectives**").

G. As contemplated by, and as a condition of the closing of the transaction contemplated by, the Definitive Agreement, the Parties wish to set forth the full and complete terms of their agreement with respect to the Affiliation.

NOW, THEREFORE, for and in consideration of the premises, and the agreements, covenants, representations and warranties hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are forever acknowledged and confessed, the Parties agree as follows:

ARTICLE 1
BH RESPONSIBILITIES

1.1 Commitments Regarding Exclusivity.

1.1.1 Exclusive Healthcare Academic Partner. Subject to the terms of this Agreement, BH and its Affiliates shall be the exclusive Healthcare Academic Partner of the University's Arizona Health Sciences Center, including the Medical Schools but not the other University health sciences colleges. BH acknowledges certain existing hospital affiliations

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Exhibit C

between the Medical Schools and other academic partners as set forth on Schedule 1.1.1 (the "**Grandfathered Affiliations**") and further acknowledges and agrees that: (i) the Grandfathered Affiliations shall be honored by BH; (ii) BH shall take no action to terminate, and shall not expect or require the University to terminate, any Grandfathered Affiliation prior to February 28, 2019; and (iii) BH shall take no action to terminate, and shall not expect or require the University to terminate, the University's relationship with Dignity Health pursuant to that certain Cancer Program Affiliation Agreement between Dignity Health and the University dated January 22, 2013 regarding academic and clinical activities undertaken at the cancer center in central Phoenix (the "**Dignity Agreement**").

1.1.2 Academic Medical Partner.

(a) BH covenants and agrees that, without the prior consent of the University, the University shall be the exclusive Academic Medical Partner of BH and its Affiliates in the State of Arizona with the exception of: (i) BH's arrangement with MD Anderson Cancer Center pursuant to that certain Oncology Services Agreement dated April 1, 2009 between BH and M.D. Anderson Physicians Network (the "**MD Anderson Agreement**"); (ii) any future hospital acquisitions by BH or any Affiliate of BH in which the acquired hospital has residency or fellowship program(s), provided that, in such event, BH shall make reasonable and good faith efforts to combine such program(s) in the State of Arizona into Banner Academics as soon as reasonably possible after the consummation of such acquisition; (iii) BH or any Affiliate of BH serving simply as a rotation site for medical students from other sponsoring institutions; (iv) subject to approval of the AMC, BH or any Affiliate of BH serving simply as a rotation site for residents or fellows from other sponsoring institutions; and (v) joint research collaborations by BH or any Affiliate of BH that do not involve medical education with Arizona State University or any other academic institutions in the State of Arizona.

(b) Unless otherwise agreed by the AMC, BH shall cause any physicians employed by BH and its Affiliates for the purpose, in whole or in part, of providing clinical physician services in the geographic area set forth on Exhibit A (the "**Healthcare System Tucson Service Area**") to be employed in compliance with the terms of this Agreement, including without limitation Article 4 below.

(c) BH shall consult with the AMC on an on-going basis with respect to planning for quaternary and tertiary services in the Phoenix metropolitan area and shall consider the implications for any new quaternary or tertiary services upon the Phoenix academic enterprise in connection with such planning.

(d) In the event that the provisions contained in this Section 1.1.2 are ever deemed to exceed the time or geographic limits or any other limitations permitted by applicable Law, then such provisions shall be deemed reformed to the maximum extent permitted by applicable Law.

1.2 **Banner Academics**. As soon as practicable after the Effective Date, BH, as the sole corporate member of UPH, shall cause the corporate name of UPH to be changed to "Banner–University Medical Group" through the filing of appropriate amended articles of incorporation and tradename registration, as appropriate, with the Arizona Corporation

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Commission (accordingly, UPH also shall be referred to herein as "**B–UMG**"). As of the Effective Date, BH shall create "**Banner Academics,**" which shall be a division of BH that includes:

1.2.1 The clinical, clinical research and teaching operations of practicing physicians, residents, fellows and mid-level practitioners employed by or practicing through B–UMG ("**B–UMG Clinicians**"); any personnel other than B–UMG Clinicians, including without limitation other clinical, administrative, and support personnel, shall not be considered part of Banner Academics;

1.2.2 The operations of the B–UMG Clinics;

1.2.3 The residency and fellowship programs at the Medical Center - Tucson Campus, the Medical Center - South Campus and BGSMC;

1.2.4 Medical student rotations from the Medical Schools;

1.2.5 The oversight of the teaching activities of the non-B–UMG-employed physicians (including but not limited to BMG-employed physicians as well as independent physicians with a faculty title) participating in the Teaching Programs at the Medical Center - Tucson Campus, the Medical Center - South Campus and BGSMC; and

1.2.6 Clinical affiliations of the Medical Schools with parties other than BH or any Affiliate of BH.

The AMC shall oversee the operations and activities of Banner Academics in accordance with Article 3.

1.3 **Facilities and Clinical Capabilities**. Throughout the Term, BH and its Healthcare System Affiliates shall provide Banner Academics and the University with access to an acute care hospital facility in each of the Tucson and Phoenix metropolitan areas that has adequate facilities, technological resources, and clinical capabilities to provide substantially the same level of capacity and services as provided by the Medical Center – Tucson Campus and BGSMC, respectively, that is, as academic medical centers capable of effectively serving the evolving academic and research needs of the University and otherwise meeting the clinical health care needs of the geographic areas served by such facilities. Such facilities and clinical capabilities include, without limitation, the Teaching Programs provided at the Medical Center - Tucson Campus and BGSMC as of the Effective Date, or equivalent programs that would otherwise constitute reasonable substitutes for those programs at the Medical Center - Tucson Campus and BGSMC, respectively. BH (as applicable) and its applicable Healthcare System Affiliates shall maintain all Licenses and Permits that are necessary to operate the Medical Center – Tucson Campus, Medical Center – South Campus, BGSMC, and B–UMG in material compliance with applicable Law.

1.4 **Teaching Programs**. BH and its applicable Healthcare System Affiliates shall not take any action to reduce, materially modify, or terminate any Teaching Program at (i) the Medical Center – Tucson Campus, (ii) the Medical Center – South Campus so long as that certain Amended and Restated Lease Agreement dated June 21, 2011 between Pima County,

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Exhibit D

2.10.2 The University is not in compliance, or receives notice asserting that it may not be in compliance, with accreditation requirements of ACGME (including without limitation any Residency Review Committee thereof), the Liaison Committee on Medical Education, or the North Central Association of Colleges and Schools.

ARTICLE 3
ACADEMIC MANAGEMENT COUNCIL OVERSIGHT

3.1 **General.** BH shall create a management council (an "**Academic Management Council**" or "**AMC**") that shall oversee the operations and activities of Banner Academics in accordance with the terms of this Article. The AMC shall also serve as the board of directors of B–UMG.

3.2 **Organization of the AMC.** Except upon occurrence of the circumstances described in Section 7.7, the AMC shall be composed of six (6) voting individuals, three (3) of whom shall be appointed by BH and three (3) of whom shall be appointed by the University. The President of the University shall designate one (1) of the three (3) University appointees as a Co-Chairman of the AMC. The President of BH shall designate one (1) of the three (3) BH appointees as the other Co-Chairman of the AMC. The President of Banner Academics (*i.e.*, the B–UMG CEO) shall be an *ex officio*, non-voting member of the AMC.

3.3 **Governance of the AMC.** The AMC shall be governed by the Rules and Regulations of the AMC attached hereto as Exhibit C, as such Rules and Regulations may be amended from time to time in accordance with the terms thereof.

3.4 **Authority of the AMC.** Consistent with the Rules and Regulations of the AMC, the AMC shall have the power and authority to approve the following matters with respect to Banner Academics:

3.4.1 Development, initial approval and management of the operating and capital budgets for Banner Academics (including without limitation B–UMG), subject to (i) consistency with BH's operating and capital budgets, and (ii) final BH approval, subject to Section 3.5 below (the approved capital and operating budgets for B–UMG's fiscal year ending December 31, 2015 shall also be set forth on Schedule 3.4.1-1 and Schedule 3.4.1-2, respectively);

3.4.2 Strategic and business plans of Banner Academics (including without limitation B–UMG), subject to consistency with BH's strategic and business plans and final BH approval;

3.4.3 Approval of the hiring, engagement, renewal and termination of all B–UMG Clinicians (whether by employment or by an independent contractor agreement), except for those B–UMG Clinicians with direct reporting responsibility to the B–UMG CEO as provided by Section 3.6.2(d); provided, however, that the University shall retain exclusive power to grant and terminate all faculty appointments and titles (that is, non-clinical, academic positions), and the termination of employment or contract by B–UMG shall not necessarily require the termination by the University of University employment or faculty appointment or title, as applicable (for non-clinical, academic positions);

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corrective action plan shall first be presented to the AMC but may only be overturned by vote of the AMC. The B–UMG CEO shall be authorized to initiate a corrective action plan with respect to a B–UMG Clinician for the following reasons:

(a) Failure of the B–UMG Clinician to treat patients, clinical staff, and others with compassion, dignity, and respect, including, without limitation, disrespectful behavior; failure to respond to patient needs; failure to communicate effectively or collaborate with clinical staff and administration; or poor patient satisfaction scores;

(b) Failure of the B–UMG Clinician to act with integrity or to deliver quality care and service, including, without limitation, failure to complete accurate and appropriate billing and coding for clinical services; failure to comply with all applicable compliance and other regulatory requirements; poor documentation of services; delinquent completion of medical records; failure to participate in peer review, morbidity and mortality conferences, utilization management, or appropriate hospital committees; failure to use the electronic medical record effectively or to submit appropriate orders; failure to follow applicable clinical policies; failure to participate in required department meetings; failure to fulfill supervisory obligations satisfactorily; or failure to maintain required specialty Board certification or licensure or to meet continuing medical education requirements; or

(c) Failure of the B–UMG clinician to achieve reasonably expected clinical outcomes or to take appropriate steps to address such failures, including, without limitation, failure to respond to performance improvement plans, quality improvement initiatives, or utilization management initiatives; or failure to consistently work with the clinical care team when there are serious service gaps.

3.7 **Standards for Faculty Appointments and Titles**. The University shall retain at all times the absolute discretion to prescribe the qualifications, criteria, expectations and requirements associated with faculty appointments and titles, and to grant and/or terminate any and all such faculty appointments and titles. Consistent with this discretion and with all Laws, rules, and policies governing the University, the University shall use commercially reasonable efforts to process, consider and act upon all applications for faculty appointments and titles filed by or on behalf of physicians within Banner Academics in good faith and in due course consistent with the University's standard practices and procedures for all other departments.

3.8 **Academic Department Chairs**. As of the Effective Date, the applicable academic department chairs of the Medical Schools shall be as set forth on Schedule 3.8. Both the AMC and BH shall be consulted by and provide input to the Deans of the Medical Schools regarding the selection and appointment of the academic department chairs at each respective campus; however, the selection and appointment of academic department chairs shall at all times be within the exclusive discretion of the applicable Medical School Deans.

3.9 **Personnel Matters**. The University shall cooperate and consult with BH and its Healthcare System Affiliates, and BH and its Healthcare System Affiliates shall cooperate and consult with the University, regarding any personnel matters that arise with respect to B–UMG Clinicians or otherwise with respect to the operations and activities of Banner Academics. In

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Exhibit E

THE UNIVERSITY OF ARIZONA

Executive Office of the President

NOTICE OF REAPPOINTMENT

July 15, 2015

Sarah M Desoky
[redacted]

Department: Medical Imaging 0711
EmplID: 22053791
Current Status: Active

The following appointment(s) with the University of Arizona has/have been approved. This Notice of Reappointment incorporates any authorized agreements or letters of offer you have signed with either your department or college that contain specific conditions related to your employment with the University of Arizona.

> Assistant Professor, Medical Imaging - (Clinical Scholar Track) (Non-Tenure Eligible) in Medical Imaging, effective from July 01, 2015 through June 30, 2016 at 1.000 FTE, with an annualized fiscal base salary of [redacted] This appointment is subject to and incorporates the provisions of *Arizona Board of Regents* (ABOR) *Policy Manual,* Policy 6-201, Conditions of Faculty Service, and Chapter 3 of the *University Handbook for Appointed Personnel* (UHAP).

Your appointment also includes the following titles:

> Assistant Professor, Pediatrics - (Clinical Scholar Track) (Non-Tenure Eligible). This appointment is subject to and incorporates the provisions of *Arizona Board of Regents* (ABOR) *Policy Manual,* Policy 6-201, Conditions of Faculty Service, and Chapter 3 of the *University Handbook for Appointed Personnel* (UHAP).

Salaries at the University may be funded from a variety of sources, including state appropriations, and other non-state appropriated sources, such as retained tuition dollars, grants, contracts, clinical revenue, or other funds earned by the institution. Your salary is funded by non-state appropriated sources. In the event these non-state appropriated funds are no longer available, your FTE and/or salary could be reduced, or your appointment could be terminated if you are not in a tenured or continuing status appointment.

If your appointment(s) is not intended to extend beyond six months or you have an adjunct faculty appointment(s), you will not be entitled to a notice of non-renewal or review with respect to the short-term or adjunct appointment(s) listed on this document.

In the past, the University has implemented a furlough plan as a cost-saving measure, as directed by ABOR. Should additional furloughs be approved, you will be notified in accordance with duly adopted furlough plan guidelines, and will be required to comply with any such measures during the course of your employment. If furloughs are implemented, applicable information will be made available by the Division of Human Resources.

Sincerely yours,

Ann Weaver Hart, President

****

By accepting this appointment under the conditions stated above, I agree that I am subject to ABOR Conditions of Service

and corresponding provisions of the UHAP, as referenced above.

I understand that employment status changes such as leaves of absence and FTE modifications that occur during the Fiscal Year will be reflected on a Personnel Action Form (PAF), and will be available through my department's business office and UAccess.

I agree to comply with the rules, regulations, and policies of the University of Arizona and the Arizona Board of Regents related to my appointment, including, but not limited to, the intellectual property policies as from time to time amended and the standards of professional conduct referenced in policies of the University.

I hereby assign to the Arizona Board of Regents all my right, title and interest to intellectual property created or invented by me in which the Arizona Board of Regents claims an ownership interest under its Intellectual Property Policy (the "ABOR IP Policy"). I agree to promptly disclose such intellectual property as required by the ABOR IP Policy, and to sign all documents and do all things necessary and proper to effect this assignment of rights. I have not agreed (and will not agree) in consulting or other agreements to grant intellectual property rights to any other person or entity that would conflict with this assignment or with the Arizona Board of Regents' ownership interests under the ABOR IP Policy.

Signed Sarah M Desoky Dated this 30 day of July, 2015.

Please accept this appointment within 14 days (for fiscal appointees) or 30 days (for academic appointees).

THE UNIVERSITY OF ARIZONA

Executive Office of the President

NOTICE OF APPOINTMENT

July 15, 2015

Geetha Gopalakrishnan
[redacted]

Department: Pediatrics 0709
EmplID: 22066705
Current Status: Active

The following appointment(s) with the University of Arizona has/have been approved. This Notice of Appointment incorporates any authorized agreements or letters of offer you have signed with either your department or college that contain specific conditions related to your employment with the University of Arizona.

> Assistant Professor, Pediatrics - (Clinical Scholar Track) (Non-Tenure Eligible) in Pediatrics, effective from July 01, 2015 through December 31, 2015 at 1.000 FTE, with an annualized fiscal base salary of [redacted]. This appointment is subject to and incorporates the provisions of *Arizona Board of Regents* (ABOR) *Policy Manual,* Policy 6-201, Conditions of Faculty Service, and Chapter 3 of the *University Handbook for Appointed Personnel* (UHAP).

Salaries at the University may be funded from a variety of sources, including state appropriations, and other non-state appropriated sources, such as retained tuition dollars, grants, contracts, clinical revenue, or other funds earned by the institution. Your salary is funded by non-state appropriated sources. In the event these non-state appropriated funds are no longer available, your FTE and/or salary could be reduced, or your appointment could be terminated if you are not in a tenured or continuing status appointment.

If your appointment(s) is not intended to extend beyond six months or you have an adjunct faculty appointment(s), you will not be entitled to a notice of non-renewal or review with respect to the short-term or adjunct appointment(s) listed on this document.

In the past, the University has implemented a furlough plan as a cost-saving measure, as directed by ABOR. Should additional furloughs be approved, you will be notified in accordance with duly adopted furlough plan guidelines, and will be required to comply with any such measures during the course of your employment. If furloughs are implemented, applicable information will be made available by the Division of Human Resources.

Sincerely yours,

Ann Weaver Hart, President

****

By accepting this appointment under the conditions stated above, I agree that I am subject to ABOR Conditions of Service and corresponding provisions of the UHAP, as referenced above.

I understand that employment status changes such as leaves of absence and FTE modifications that occur during the Fiscal Year will be reflected on a Personnel Action Form (PAF), and will be available through my department's business office and UAccess.

I agree to comply with the rules, regulations, and policies of the University of Arizona and the Arizona Board of Regents related to my appointment, including, but not limited to, the intellectual property policies as from time to time amended and the standards of professional conduct referenced in policies of the University.

I hereby assign to the Arizona Board of Regents all my right, title and interest to intellectual property created or invented by me in which the Arizona Board of Regents claims an ownership interest under its Intellectual Property Policy (the "ABOR IP Policy"). I agree to promptly disclose such intellectual property as required by the ABOR IP Policy, and to sign all documents and do all things necessary and proper to effect this assignment of rights. I have not agreed (and will not agree) in consulting or other agreements to grant intellectual property rights to any other person or entity that would conflict with this assignment or with the Arizona Board of Regents' ownership interests under the ABOR IP Policy.

Signed Geetha Gopalakrishnan Dated this 20 day of July, 2015.

Please accept this appointment within 14 days (for fiscal appointees) or 30 days (for academic appointees).

THE UNIVERSITY OF ARIZONA

Executive Office of the President

NOTICE OF APPOINTMENT

July 15, 2015

Marie L Olson
[redacted]

Department: Pediatrics 0709
EmplID: 22051388
Current Status: Active

The following appointment(s) with the University of Arizona has/have been approved. This Notice of Appointment incorporates any authorized agreements or letters of offer you have signed with either your department or college that contain specific conditions related to your employment with the University of Arizona.

> Assistant Professor, Pediatrics - (Clinical Scholar Track) (Non-Tenure Eligible) in Pediatrics, effective from July 01, 2015 through December 31, 2015 at 1.000 FTE, with an annualized fiscal base salary of $[redacted] This appointment is subject to and incorporates the provisions of *Arizona Board of Regents* (ABOR) *Policy Manual,* Policy 6-201, Conditions of Faculty Service, and Chapter 3 of the *University Handbook for Appointed Personnel* (UHAP).

Salaries at the University may be funded from a variety of sources, including state appropriations, and other non-state appropriated sources, such as retained tuition dollars, grants, contracts, clinical revenue, or other funds earned by the institution. Your salary is funded by state appropriations/non-state appropriated sources. In the event these non-state appropriated funds are no longer available, your FTE and/or salary could be reduced, or your appointment could be terminated if you are not in a tenured or continuing status appointment.

If your appointment(s) is not intended to extend beyond six months or you have an adjunct faculty appointment(s), you will not be entitled to a notice of non-renewal or review with respect to the short-term or adjunct appointment(s) listed on this document.

In the past, the University has implemented a furlough plan as a cost-saving measure, as directed by ABOR. Should additional furloughs be approved, you will be notified in accordance with duly adopted furlough plan guidelines, and will be required to comply with any such measures during the course of your employment. If furloughs are implemented, applicable information will be made available by the Division of Human Resources.

Sincerely yours,

Ann Weaver Hart, President

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By accepting this appointment under the conditions stated above, I agree that I am subject to ABOR Conditions of Service and corresponding provisions of the UHAP, as referenced above.

I understand that employment status changes such as leaves of absence and FTE modifications that occur during the Fiscal Year will be reflected on a Personnel Action Form (PAF), and will be available through my department's business office and UAccess.

I agree to comply with the rules, regulations, and policies of the University of Arizona and the Arizona Board of Regents related to my appointment, including, but not limited to, the intellectual property policies as from time to time amended and the standards of professional conduct referenced in policies of the University.

I hereby assign to the Arizona Board of Regents all my right, title and interest to intellectual property created or invented by me in which the Arizona Board of Regents claims an ownership interest under its Intellectual Property Policy (the "ABOR IP Policy"). I agree to promptly disclose such intellectual property as required by the ABOR IP Policy, and to sign all documents and do all things necessary and proper to effect this assignment of rights. I have not agreed (and will not agree) in consulting or other agreements to grant intellectual property rights to any other person or entity that would conflict with this assignment or with the Arizona Board of Regents' ownership interests under the ABOR IP Policy.

Signed Marie L Olson Dated this 29 day of July, 2015.

Please accept this appointment within 14 days (for fiscal appointees) or 30 days (for academic appointees).

Exhibit F

THE UNIVERSITY OF ARIZONA
College of Medicine

Graduate Medical Education
Arizona Health Sciences Center

1501 N. Campbell Avenue
P.O. Box 245085
Tucson, AZ 85724-5085
Tel: (520) 626-7878
Tel: (520) 626-6691
Fax: (520) 626-0090
www.gme.medicine.arizona.edu

RESIDENT AGREEMENT

The Arizona Board of Regents (also referred to in this Agreement as either ABOR, the University, The University of Arizona or the University of Arizona College of Medicine), through the Associate Dean for Graduate Medical Education or his or her designee, for the **Radiology-Diagnostic** Residency Program, and **Jason Anderson**, hereafter referred to as "Resident," enter into this Agreement for the purpose of defining the formal relationship between the University and Resident during Resident's participation in the University's Graduate Medical Education (GME) Program. This Agreement supplements Resident's Notice of Appointment or Notice of Reappointment, and supersedes any prior agreements of a similar nature for the same purpose and covering the same period of time. All Graduate Medical Education Committee (GMEC)-promulgated policies and procedures governing the GME programs at the University are incorporated as part of this Agreement, and supersede any University or ABOR policies covering the same subject matter that may differ. As an employee of ABOR, Resident also must comply with ABOR policy 6-301, *et seq.*, and Chapter 4 of the *University Handbook for Appointed Personnel*, the provisions of which are incorporated into this Agreement by reference, ***except as specifically limited by this Agreement.***

THEREFORE, in consideration of the training opportunity Resident will receive, the Associate Dean for Graduate Medical Education, on behalf of the University of Arizona and its College of Medicine, and Resident, mutually agree as follows:

- **1. Term of Appointment. 07/01/2015 to 06/30/2016.** Resident accepts his or her appointment as a Clinical Assistant **PGY2** in the **Radiology-Diagnostic** Program, with an annual salary of **$**[redacted]. It is understood that this appointment is a year-to-year appointment, and may be renewed subject to completion of program requirements.

2. Benefits.

a. Vacation. The University provides an annual paid allowance of 22 working days per year to full-time eligible employees. Although the University permits appointed personnel to carry forward earned but unused vacation up to a maximum number of hours, because of the nature of residency training and the scheduling required to ensure patient coverage, Resident may not carry forward any accrued but unused vacation, even if Resident's appointment is renewed. Therefore, Resident must use any accrued vacation time during Resident's twelve-month appointment period.

b. Holidays. The University observes ten (10) paid holidays per year. Six are specifically designated: Independence Day, Labor Day, Thanksgiving, Christmas Day, New Year's Day, and Memorial Day; and four (4) floating holidays. Residents who cannot be excused from their duties on a designated holiday will be granted another day off at a time mutually agreed upon by Resident and his or her Program Director.

c. Leaves. Residents may request leaves in accordance with University policy and prescribed procedures within their residency training programs, as more specifically described below and in the program policy manuals within each residency program. All leaves must be approved in advance by Resident's Program Director, except as otherwise stated in University policy. **Resident acknowledges that any periods of extended leave may affect time toward program completion and/or board eligibility.** Specific policies on the effects of leave of absence on satisfying criteria for program completion can be found in the institutional policy on Leaves of Absence as well as the policy of each program.

1. Sick Leave. Resident may accrue paid sick leave at the rate of one day for each month of service. Resident is not entitled to compensation for any unused sick leave, but may carry forward sick leave accruals for use during years in which Resident's appointment is renewed.

2. Family and Medical Leave. In accordance with the Family and Medical Leave Act (FMLA) of 1993, as amended, eligible employees may take family and medical leave (FML) as provided in University policy.

3. Other Leaves of Absence. Residents also may apply for a leave of absence in accordance with University policies.

d. Malpractice Insurance. Resident is covered for negligent acts or omissions occurring within the course and scope of employment in accordance with Arizona law. This includes liability coverage for claims filed after completion of the training program. Specific details are available at http://risk.arizona.edu/insurance/descriptionofcoverage.shtml.

e. Living Quarters Are Not Provided.

f. Meals. Some hospitals provide meals for residents for periods of time they are required to be on the premises of a clinical site after 5:00 p.m. weekdays, or anytime on weekends.

g. Uniforms Are Provided. Laundry Services or Reimbursement for Laundry Services Are Not.

h. Qualified Tuition Reduction. Residents and Fellows, as well as their spouses and eligible dependents, currently are eligible for reduced tuition rates in undergraduate and graduate courses of study at the University in accordance with Arizona Board of Regents Policy 6-902.

i. Counseling Services. The University provides all Residents and their families' access to confidential counseling and psychological support services. The University also provides its employees counseling resources through Life & Work Connections (http://lifework.arizona.edu/).

j. Health and Disability Insurance. Residents have an opportunity to select health, dental and vision insurance plans at a minimal cost. A $15,000 term life insurance policy is provided and supplemental amounts are available at a small cost. Long-term disability insurance is provided with an option to purchase short-term disability insurance.

3. Resident Responsibilities. Resident agrees to:

a. abide by the terms of this and any other Resident Agreements into which he or she enters with the program;

b. fulfill the educational requirements of the training program;

c. use his or her best efforts to provide safe, effective and compassionate patient care under faculty and teaching staff supervision;

d. with guidance and supervision from faculty and teaching staff, develop a personal program of learning to foster professional growth and life-long learning skills; and

e. abide by all University and ABOR policies and procedures, GMEC-approved policies and procedures, program policies and procedures to the extent they do not conflict with official GMEC policies and procedures, and policies, rules and regulations of any affiliated institution to which Resident may be assigned.

4. University Responsibilities. The University agrees to:

a. provide, in association and cooperation with its affiliated institutions, a GME program that meets the standards established by the ACGME and its Residency Review Committees;

b. provide, at its discretion, specialized advanced training in programs for which ACGME does not provide accreditation standards and requirements;

c. provide GMEC-approved due process policies and procedures related to disciplinary actions, which will be the exclusive policies and procedures by which disciplinary action is imposed;

d. provide policies on professional conduct, alcohol and substance abuse;

e. enforce its policies, including the Non-discrimination and Anti-harassment Policy, which includes prohibitions on sexual harassment;

f. implement the ACGME common duty hour standards and any duty hour standards specifically applicable to programs by their RRCs. The University will monitor the common duty hour standards in order to meet the goals of promoting patient safety, resident education and well-being; and

g. avoid situations in which residents experience undue stress or fatigue and ensure that duty hours are not excessive. Specific policies on the limitations and monitoring of duty hours can be found in the Institutional Duty Hours Policy as well as in the Duty Hours Policies of each program.

5. Promotion or Disciplinary Action. Upon satisfactory completion of each year of training, it is anticipated that Resident will be promoted to the next level of training and will receive a new Resident Agreement and Notice of Reappointment. However, the University guarantees neither promotion nor renewal of Resident's appointment. If Resident fails to perform satisfactorily or to progress during his or her training program, he or she may be subject to disciplinary action, including probation, suspension for a period of time, nonrenewal, retention at the current level of training, or dismissal. Before a program may impose disciplinary action, the Program Director will comply with the *Due Process Guidelines for Residents and Fellows* or other procedures adopted by the GMEC for addressing disciplinary issues, **which will be the exclusive procedures governing Resident discipline**. Resident agrees that any GMEC-approved policies governing disciplinary action will supersede any other due process procedures promulgated by the University, ABOR, or the program in which Resident is participating.

6. Practice Privileges and Other Activities Performed Outside the Educational Program. Residents must obtain approval from their Program Director for any outside activities involving clinical practice. Resident should review the Institutional Moonlighting Policy as well as the moonlighting policies of Resident's program. If Resident's Program Director approves moonlighting activities, Resident must obtain both a license to practice medicine and his or her own malpractice insurance to engage in such activities if the entity for which Resident provides such services does not cover him or her for malpractice. All moonlighting activities are counted toward the 80-hour weekly maximum.

7. Other Activities Performed Within the Educational Program (Clinical Assistant Exception Pay) (CAEP). Residents appointed as Clinical Assistants II-VII, who are in good standing in their departments, may participate in training activities outside their normally scheduled training schedule, but within the course and scope of Resident's work as a trainee. These additional duties may include, but are not limited to, working additional on-call shifts or covering responsibilities that are not part of Resident's scheduled rotation but that provide additional learning experiences for Resident and that benefit the University. Accepting additional duties is voluntary, subject to approval by the Resident's Program Director. All outside activities are counted toward the 80-hour weekly maximum. Residents who accept these additional duties may be eligible to receive additional compensation, as set by the home department. CAEP is based on Resident's base salary rate, and may be applied on an hourly basis or on a flat rate basis determined on a segment of hours, depending on the needs of the department and as determined by Resident's Program Director.

8. Release of Information to Certification Boards and ACGME. ABOR Policy 6-912 prohibits disclosure of evaluative information to third parties without the express permission of its employees. Certification boards require program directors to evaluate residents annually as part of the certification process, and Residents must receive a satisfactory evaluation for each year of training in order to be admitted to certifying examinations. In addition, the Program is required to provide Milestone achievements of residents twice annually. In order to certify residents for board eligibility and to comply with ACGME requirements to report progress in training, Resident agrees that his or her Program Director may provide these evaluations to the certification boards and ACGME directly, without first obtaining a written release or other permission. Resident expressly grants permission to his or her Program Director to submit such evaluative information on an annual basis, assuming Resident's appointment is renewed, to the appropriate certification board for certification purposes and to the ACGME. Information on board eligibility can be accessed on The American Board of Medical Specialties' website at www.abms.org.

9. Background Checks, Drug Testing and other Pre-employment Screening by Affiliates. In addition to the pre-employment screening the University conducts under its and ABOR Policies, Resident agrees that, if an institution with which the University affiliates to provide some or all of Resident's training requires a background check, drug test, or other pre-employment screening as a condition of placement, Resident agrees to submit to such background check, drug test, or pre-employment screening in accordance with the requirements/procedures of such affiliate entity. Resident agrees that the University will have no liability or responsibility for a training site's decision that Resident is not suitable for training at that site based upon the results of a criminal background check, drug test, or other pre-employment screening, nor will Resident have a right to appeal that decision, except to the extent permitted by policies of the affiliate. Resident further understands and agrees that, should the results of such

background check, drug test, or pre-employment screening disqualify Resident from participating in affiliate's program, Resident may be unable to complete his or her training at the University of Arizona and may be subject to dismissal.

10. Fingerprint clearance cards. Resident understands that Arizona law requires Resident to obtain a valid fingerprint clearance card in order to participate in a Residency Program. Resident understands and agrees that performance of this Agreement is contingent upon Resident's presentation of a valid fingerprint clearance card to the GME Office. Resident understands and agrees that failure to provide such card to the GME office by that date will result in a rescission of any prior letter of offer or Notice of Appointment or Reappointment, and will nullify any obligations set forth in this Agreement by the University of Arizona.

11. Funding. While the University expects to receive the full funds necessary to support its budget, it reserves the right to institute budget reduction actions in accordance with state law, University and ABOR Policy. In the event of a reduction or closure of a Residency training program, the University will make every effort to allow Resident to complete his or her training; if Resident is displaced, however, the University will make every effort to assist him or her in identifying a program in which he or she can continue training.

12. Non-competition Agreements. Resident is not required to sign a non-competition agreement.

THE UNIVERSITY OF ARIZONA

RESIDENT

Signature: Date 6/26/15

Conrad J. Clemens, MD, MPH
ACGME Designated Institutional Official (DIO)
Associate Dean for Graduate Medical Education
on behalf of the Radiology-Diagnostic Residency Training Program

THE UNIVERSITY OF ARIZONA.
College of Medicine

Graduate Medical Education
Arizona Health Sciences Center

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RESIDENT AGREEMENT (Preliminary Position)

The Arizona Board of Regents (also referred to herein as the University or The University of Arizona), through the Associate Dean for Graduate Medical Education or his or her designee, for the **Surgery Residency Program**, and **Demitrio Camarena**, hereafter referred to as hereafter referred to as "Resident," enter into this Agreement for the purpose of defining the formal relationship between the University and Resident during Resident's participation in the University's Graduate Medical Education (GME) Program. This Agreement supplements Resident's Notice of Appointment, and supersedes any prior agreements of a similar nature for the same purpose and covering the same period of time. All GMEC-promulgated policies and procedures governing the GME programs at the University are incorporated as part of this Agreement, and supersede any University or ABOR policies covering the same subject matter. As an employee of ABOR, Resident also must comply with ABOR policy 6-301, et seq., and Chapter 4 of the *University Handbook for Appointed Personnel*, the provisions of which are incorporated herein by reference, ***except as specifically limited herein.***

THEREFORE, in consideration of the training opportunity Resident will receive, the Associate Dean for Graduate Medical Education, on behalf of the University of Arizona and its College of Medicine, and Resident, mutually agree as follows:

1. **Term of Appointment.** **07/01/2015 to 06/30/2016**.
   Resident accepts his or her appointment as a Clinical Assistant 1 in the Surgery Program, with an annual salary of [redacted]. This appointment is for a **preliminary position** in the training program and acceptance of this appointment constitutes notice that this appointment will not be renewed at the end of its term.

2. **Benefits.**
   a. **Vacation.** The University provides an annual paid allowance of 22 working days per year to full-time eligible employees. Because of the nature of residency training and the scheduling required to ensure patient coverage, Resident may not carry forward any accrued but unused vacation, even if Resident's appointment is renewed. Therefore, any accrued vacation time must be used during Resident's twelve-month appointment period.
   b. **Holidays.** The University observes ten (10) paid holidays per year. Six are specifically designated: Independence Day, Labor Day, Thanksgiving, Christmas Day, New Year's Day, and Memorial Day; and four (4) floating holidays. Residents who cannot be excused from their duties on a designated holiday will be granted another day off at a time mutually agreed upon by Resident and the Program Director.
   c. **Leaves.** Residents may request leaves in accordance with University policy and prescribed procedures within their residency training programs, as more specifically described below and in the program policy manuals within each residency program. All leaves must be approved in advance by Resident's Program Director, except as otherwise stated in University policy. **Resident acknowledges that any periods of extended leave may affect time toward program completion and/or board eligibility.** Specific policies on the effects of leave of absence on satisfying criteria for program completion can be found in the institutional policy on Leaves of Absence as well as the policy of each program.
      1. Sick Leave. Resident may accrue paid sick leave at the rate of one day for each month of service. Resident is not entitled to compensation for any unused sick leave, but may carry forward sick leave accruals for use during years in which Resident's appointment is renewed.

2. Family and Medical Leave. In accordance with the Family and Medical Leave Act (FMLA) of 1993, as amended, eligible employees may take family and medical leave (FML) as provided in University policy.
3. Other Leaves of Absence. Residents also may apply for a leave of absence in accordance with University policy.

d. **Malpractice Insurance.** Resident is covered for negligent acts or omissions occurring within the course and scope of employment in accordance with Arizona law. This includes liability coverage for claims filed after completion of the training program. Specific details are available at http://risk.arizona.edu/insurance/descriptionofcoverage.shtml.
e. **Living Quarters Are Not Provided.**
f. **Meals.** Some hospitals provide meals for residents for periods of time they are required to be on the premises of a clinical site after 5:00 p.m. weekdays, or anytime on weekends.
g. **Uniforms Are Provided. Laundry Services or Reimbursement for Laundry Services Are Not.**
h. **Qualified Tuition Reduction.** Residents and fellows, as well as their spouses and eligible dependents, currently are eligible for reduced tuition rates in undergraduate and graduate courses of study at the University in accordance with Arizona Board of Regents Policy 6-902.
i. **Counseling Services.** The University provides all Residents and their families access to confidential counseling and psychological support services. The University also provides its employees counseling resources through Life & Work Connections (http://lifework.arizona.edu).
j. **Health and Disability Insurance.** Residents have an opportunity to select health, dental and vision insurance plans at a minimal cost. A $15,000 term life insurance policy is provided and supplemental amounts are available at a small cost. Long-term disability insurance is provided with an option to purchase short-term disability insurance.

3. **Resident Responsibilities.** Resident agrees to:
   a. abide by the terms of this Resident Agreement;
   b. fulfill the educational requirements of the training program;
   c. use his or her best efforts to provide safe, effective and compassionate patient care under faculty and teaching staff supervision;
   d. with guidance and supervision from faculty and teaching staff, develop a personal program of learning to foster professional growth and life-long learning skills; and
   e. abide by all University and ABOR policies and procedures, GMEC-approved policies and procedures, program policies and procedures to the extent they do not conflict with official GMEC policies and procedures, and policies, rules and regulations of any affiliated institution to which Resident may be assigned.

4. **University Responsibilities.** The University agrees to:
   a. provide, in association and cooperation with its affiliated institutions, a GME program that meets the standards established by the ACGME and its Residency Review Committees;
   b. provide, at its discretion, specialized advanced training in programs for which ACGME does not provide accreditation standards and requirements;
   c. provide GMEC-approved due process policies and procedures related to disciplinary action, which will be the exclusive policies and procedures by which disciplinary action is imposed;
   d. provide policies on professional conduct, alcohol and substance abuse;
   e. enforce its policies, including the Non-discrimination and Anti-harassment Policy, which includes prohibitions on sexual harassment;
   f. implement the ACGME common duty hour standards and any duty hour standards specifically applicable to programs by their RRCs;
   g. monitor the common duty hour standards in order to meet the goals of promoting patient safety, resident education and well-being;

h. avoid situations in which residents experience undue stress or fatigue and ensure that duty hours are not excessive.[1]

5. **Promotion or Disciplinary Action.** Because of the preliminary nature of this appointment, Resident has no expectation of being continued in the program or promoted to the next level of training at the end of this appointment. However, if Resident fails to perform satisfactorily or to progress during his or her appointment period, he or she may be placed on probation, suspended for a period of time or dismissed. Before a program may impose disciplinary action, the Program Director will comply with the *Due Process Guidelines for Residents and Fellows* or other procedures adopted by the GMEC for addressing resident discipline, **which shall be the exclusive procedures governing Resident discipline**. Resident agrees that any GMEC-approved policies governing disciplinary action will supersede any other due process procedures promulgated by the University, ABOR or the program in which Resident is participating.

6. **Practice Privileges and Other Activities Performed Outside the Educational Program.** Residents must obtain approval from the Program Director for any outside activities involving clinical practice. Resident should review the Institutional Moonlighting Policy as well as the moonlighting policies of Resident's program. If Resident's Program Director approves moonlighting activities, Resident must obtain both a license to practice medicine and his or her own malpractice insurance to engage in such activities if the entity for which Resident provides such services does not cover him or her for malpractice. All moonlighting activities are counted toward the 80-hour weekly maximum.

7. **Release of Information to Certification Boards and ACGME**. ABOR Policy 6-912 prohibits disclosure of evaluative information to third parties without the express permission of its employees. Certification boards require program directors to evaluate residents annually as part of the certification process, and Residents must receive a satisfactory evaluation for each year of training in order to be admitted to certifying examinations. In addition, the Program is required to provide Milestone achievements of residents twice annually. In order to certify residents for board eligibility and to comply with ACGME requirements to report progress in training, Resident agrees that his or her Program Director may provide these evaluations to the certification boards and the ACGME directly, without first obtaining a written release or other permission. Resident expressly grants permission to his or her Program Director to submit such evaluative information to the appropriate certification board for certification purposes and to the ACGME. Information on board eligibility can be accessed on The American Board of Medical Specialties website at www.abms.org.

8. **Background Checks, Drug Testing and other Pre-employment Screening by Affiliates.** In addition to the pre-employment screening the University conducts, Resident agrees that, if an institution with which the University affiliates to provide some or all of Resident's training requires a background check, drug test or other pre-employment screening as a condition of placement, Resident agrees to submit to such background check, drug test or pre-employment screening in accordance with the requirements/procedures of such affiliate entity. Resident agrees that the University shall have no liability or responsibility for a training site's decision that Resident is not suitable for training at that site based upon the results of such criminal background check, drug test or other pre-employment screening, nor will Resident have a right to appeal that decision, except to the extent permitted by policies of affiliate. Resident further understands and agrees that, should the results of such background check/drug test/pre-employment screening disqualify Resident from participating in affiliate's program, Resident may be unable to complete his or her training at the University of Arizona and may be subject to dismissal.

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[1] Specific policies on the limitations and monitoring of duty hours can be found in the Institutional Duty Hours Policy as well as in the Duty Hours Policies of each program.

9. **Fingerprint clearance cards.** Resident understands that Arizona law requires Resident to obtain a valid fingerprint clearance card in order to participate in a Residency Program. Resident understands and agrees that performance of this Agreement is contingent upon Resident's presentation of a valid fingerprint clearance card to the GME Office. Resident understands and agrees that failure to provide such card to the GME office by that date will result in a rescission of any prior letter of offer or Notice of Appointment, and will nullify any obligations set forth herein by the University of Arizona.

10. **Funding.** While the University expects to receive the full funds necessary to support its budget, it reserves the right to institute budget reduction actions in accordance with state law, University and ABOR Policy. In the event of a reduction or closure of a Residency training program, the University will make every effort to allow Resident to complete his or her training; if Resident is displaced, however, the University will make every effort to assist him or her in identifying a program in which he or she can continue training.

11. **Non-competition Agreements.** Resident is not required to sign a non-competition agreement.

THE UNIVERSITY OF ARIZONA

Conrad J. Clemens, MD, MPH
ACGME Designated Institutional Official (DIO)
Associate Dean for Graduate Medical Education
on behalf of the Surgery Residency
Training Program

RESIDENT

Signature

06/23/2015
Date

THE UNIVERSITY OF ARIZONA

Graduate Medical Education
Arizona Health Sciences Center

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RESIDENT AGREEMENT

The Arizona Board of Regents (also referred to in this Agreement as either ABOR, the University, The University of Arizona or the University of Arizona College of Medicine), through the Associate Dean for Graduate Medical Education or his or her designee, for the **Pediatrics** Residency Program, and **Parvana Hartenstein**, hereafter referred to as "Resident," enter into this Agreement for the purpose of defining the formal relationship between the University and Resident during Resident's participation in the University's Graduate Medical Education (GME) Program. This Agreement supplements Resident's Notice of Appointment or Notice of Reappointment, and supersedes any prior agreements of a similar nature for the same purpose and covering the same period of time. All Graduate Medical Education Committee (GMEC)-promulgated policies and procedures governing the GME programs at the University are incorporated as part of this Agreement, and supersede any University or ABOR policies covering the same subject matter that may differ. As an employee of ABOR, Resident also must comply with ABOR policy 6-301, *et seq.*, and Chapter 4 of the *University Handbook for Appointed Personnel*, the provisions of which are incorporated into this Agreement by reference, ***except as specifically limited by this Agreement.***

THEREFORE, in consideration of the training opportunity Resident will receive, the Associate Dean for Graduate Medical Education, on behalf of the University of Arizona and its College of Medicine, and Resident, mutually agree as follows:

1. Term of Appointment. 07/01/2015 to 06/30/2016. Resident accepts his or her appointment as a Clinical Assistant **PGY2** in the **Pediatrics** Program, with an annual salary of $[redacted]. It is understood that this appointment is a year-to-year appointment, and may be renewed subject to completion of program requirements.

2. Benefits.

a. Vacation. The University provides an annual paid allowance of 22 working days per year to full-time eligible employees. Although the University permits appointed personnel to carry forward earned but unused vacation up to a maximum number of hours, because of the nature of residency training and the scheduling required to ensure patient coverage, Resident may not carry forward any accrued but unused vacation, even if Resident's appointment is renewed. Therefore, Resident must use any accrued vacation time during Resident's twelve-month appointment period.

b. Holidays. The University observes ten (10) paid holidays per year. Six are specifically designated: Independence Day, Labor Day, Thanksgiving, Christmas Day, New Year's Day, and Memorial Day; and four (4) floating holidays. Residents who cannot be excused from their duties on a designated holiday will be granted another day off at a time mutually agreed upon by Resident and his or her Program Director.

c. Leaves. Residents may request leaves in accordance with University policy and prescribed procedures within their residency training programs, as more specifically described below and in the program policy manuals within each residency program. All leaves must be approved in advance by Resident's Program Director, except as otherwise stated in University policy. **Resident acknowledges that any periods of extended leave may affect time toward program completion and/or board eligibility.** Specific policies on the effects of leave of absence on satisfying criteria for program completion can be found in the institutional policy on Leaves of Absence as well as the policy of each program.

1. Sick Leave. Resident may accrue paid sick leave at the rate of one day for each month of service. Resident is not entitled to compensation for any unused sick leave, but may carry forward sick leave accruals for use during years in which Resident's appointment is renewed.

2. **Family and Medical Leave.** In accordance with the Family and Medical Leave Act (FMLA) of 1993, as amended, eligible employees may take family and medical leave (FML) as provided in University policy.

3. **Other Leaves of Absence.** Residents also may apply for a leave of absence in accordance with University policies.

d. Malpractice Insurance. Resident is covered for negligent acts or omissions occurring within the course and scope of employment in accordance with Arizona law. This includes liability coverage for claims filed after completion of the training program. Specific details are available at

e. Living Quarters Are Not Provided.

f. Meals. Some hospitals provide meals for residents for periods of time they are required to be on the premises of a clinical site after 5:00 p.m. weekdays, or anytime on weekends.

g. Uniforms Are Provided. Laundry Services or Reimbursement for Laundry Services Are Not.

h. Qualified Tuition Reduction. Residents and Fellows, as well as their spouses and eligible dependents, currently are eligible for reduced tuition rates in undergraduate and graduate courses of study at the University in accordance with Arizona Board of Regents Policy 6-902.

i. Counseling Services. The University provides all Residents and their families' access to confidential counseling and psychological support services. The University also provides its employees counseling resources through Life & Work Connections (http://lifeworkarizona.edu/).

j. Health and Disability Insurance. Residents have an opportunity to select health, dental and vision insurance plans at a minimal cost. A $15,000 term life insurance policy is provided and supplemental amounts are available at a small cost. Long-term disability insurance is provided with an option to purchase short-term disability insurance.

3. Resident Responsibilities. Resident agrees to:

a. abide by the terms of this and any other Resident Agreements into which he or she enters with the program;

b. fulfill the educational requirements of the training program;

c. use his or her best efforts to provide safe, effective and compassionate patient care under faculty and teaching staff supervision;

d. with guidance and supervision from faculty and teaching staff, develop a personal program of learning to foster professional growth and life-long learning skills; and

e. abide by all University and ABOR policies and procedures, GMEC-approved policies and procedures, program policies and procedures to the extent they do not conflict with official GMEC policies and procedures, and policies, rules and regulations of any affiliated institution to which Resident may be assigned.

4. University Responsibilities. The University agrees to:

a. provide, in association and cooperation with its affiliated institutions, a GME program that meets the standards established by the ACGME and its Residency Review Committees;

b. provide, at its discretion, specialized advanced training in programs for which ACGME does not provide accreditation standards and requirements;

c. provide GMEC-approved due process policies and procedures related to disciplinary actions, which will be the exclusive policies and procedures by which disciplinary action is imposed;

d. provide policies on professional conduct, alcohol and substance abuse;

e. enforce its policies, including the Non-discrimination and Anti-harassment Policy, which includes prohibitions on sexual harassment;

f. implement the ACGME common duty hour standards and any duty hour standards specifically applicable to programs by their RRCs. The University will monitor the common duty hour standards in order to meet the goals of promoting patient safety, resident education and well-being; and

g. avoid situations in which residents experience undue stress or fatigue and ensure that duty hours are not excessive. Specific policies on the limitations and monitoring of duty hours can be found in the Institutional Duty Hours Policy as well as in the Duty Hours Policies of each program.

5. **Promotion or Disciplinary Action.** Upon satisfactory completion of each year of training, it is anticipated that Resident will be promoted to the next level of training and will receive a new Resident Agreement and Notice of Reappointment. However, the University guarantees neither promotion nor renewal of Resident's appointment. If Resident fails to perform satisfactorily or to progress during his or her training program, he or she may be subject to disciplinary action, including probation, suspension for a period of time, nonrenewal, retention at the current level of training, or dismissal. Before a program may impose disciplinary action, the Program Director will comply with the *Due Process Guidelines for Residents and Fellows* or other procedures adopted by the GMEC for addressing disciplinary issues, **which will be the exclusive procedures governing Resident discipline**. Resident agrees that any GMEC-approved policies governing disciplinary action will supersede any other due process procedures promulgated by the University, ABOR, or the program in which Resident is participating.

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8. Release of Information to Certification Boards and ACGME. ABOR Policy 6-912 prohibits disclosure of evaluative information to third parties without the express permission of its employees. Certification boards require program directors to evaluate residents annually as part of the certification process, and Residents must receive a satisfactory evaluation for each year of training in order to be admitted to certifying examinations. In addition, the Program is required to provide Milestone achievements of residents twice annually. In order to certify residents for board eligibility and to comply with ACGME requirements to report progress in training, Resident agrees that his or her Program Director may provide these evaluations to the certification boards and ACGME directly, without first obtaining a written release or other permission. Resident expressly grants permission to his or her Program Director to submit such evaluative information on an annual basis, assuming Resident's appointment is renewed, to the appropriate certification board for certification purposes and to the ACGME. Information on board eligibility can be accessed on The American Board of Medical Specialties' website at www.abms.org.

9. Background Checks, Drug Testing and other Pre-employment Screening by Affiliates. In addition to the pre-employment screening the University conducts under its and ABOR Policies, Resident agrees that, if an institution with which the University affiliates to provide some or all of Resident's training requires a background check, drug test, or other pre-employment screening as a condition of placement, Resident agrees to submit to such background check, drug test, or pre-employment screening in accordance with the requirements/procedures of such affiliate entity. Resident agrees that the University will have no liability or responsibility for a training site's decision that Resident is not suitable for training at that site based upon the results of a criminal background check, drug test, or other pre-employment screening, nor will Resident have a right to appeal that decision, except to the extent permitted by policies of the affiliate. Resident further understands and agrees that, should the results of such

background check, drug test, or pre-employment screening disqualify Resident from participating in affiliate's program, Resident may be unable to complete his or her training at the University of Arizona and may be subject to dismissal.

10. Fingerprint clearance cards. Resident understands that Arizona law requires Resident to obtain a valid fingerprint clearance card in order to participate in a Residency Program. Resident understands and agrees that performance of this Agreement is contingent upon Resident's presentation of a valid fingerprint clearance card to the GME Office. Resident understands and agrees that failure to provide such card to the GME office by that date will result in a rescission of any prior letter of offer or Notice of Appointment or Reappointment, and will nullify any obligations set forth in this Agreement by the University of Arizona.

11. Funding. While the University expects to receive the full funds necessary to support its budget, it reserves the right to institute budget reduction actions in accordance with state law, University and ABOR Policy. In the event of a reduction or closure of a Residency training program, the University will make every effort to allow Resident to complete his or her training; if Resident is displaced, however, the University will make every effort to assist him or her in identifying a program in which he or she can continue training.

12. Non-competition Agreements. Resident is not required to sign a non-competition agreement.

THE UNIVERSITY OF ARIZONA®

RESIDENT

9/4/15

Signature: Date

Conrad J. Clemens, MD, MPH
ACGME Designated Institutional Official (DIO)
Associate Dean for Graduate Medical Education
on behalf of the Pediatrics Residency Training Program

THE UNIVERSITY OF ARIZONA
College of Medicine

Graduate Medical Education
Arizona Health Sciences Center

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RESIDENT AGREEMENT

The Arizona Board of Regents (also referred to in this Agreement as either ABOR, the University, The University of Arizona or the University of Arizona College of Medicine), through the Associate Dean for Graduate Medical Education or his or her designee, for the Pediatrics Residency Program, and **Emily Lawson,** hereafter referred to as "Resident," enter into this Agreement for the purpose of defining the formal relationship between the University and Resident during Resident's participation in the University's Graduate Medical Education (GME) Program. This Agreement supplements Resident's Notice of Appointment or Notice of Reappointment, and supersedes any prior agreements of a similar nature for the same purpose and covering the same period of time. All Graduate Medical Education Committee (GMEC)-promulgated policies and procedures governing the GME programs at the University are incorporated as part of this Agreement, and supersede any University or ABOR policies covering the same subject matter that may differ. As an employee of ABOR, Resident also must comply with ABOR policy 6-301, *et seq.*, and Chapter 4 of the *University Handbook for Appointed Personnel*, the provisions of which are incorporated into this Agreement by reference, ***except as specifically limited by this Agreement***.

THEREFORE, in consideration of the training opportunity Resident will receive, the Associate Dean for Graduate Medical Education, on behalf of the University of Arizona and its College of Medicine, and Resident, mutually agree as follows:

- **1. Term of Appointment.** 07/01/2015 **to** 06/30/2016. Resident accepts his or her appointment as a Clinical Assistant **PGY2** in the **Pediatrics** Program, with an annual salary of [redacted] It is understood that this appointment is a year-to-year appointment, and may be renewed subject to completion of program requirements.

2. Benefits.

a. Vacation. The University provides an annual paid allowance of 22 working days per year to full-time eligible employees. Although the University permits appointed personnel to carry forward earned but unused vacation up to a maximum number of hours, because of the nature of residency training and the scheduling required to ensure patient coverage, Resident may not carry forward any accrued but unused vacation, even if Resident's appointment is renewed. Therefore, Resident must use any accrued vacation time during Resident's twelve-month appointment period.

b. Holidays. The University observes ten (10) paid holidays per year. Six are specifically designated: Independence Day, Labor Day, Thanksgiving, Christmas Day, New Year's Day, and Memorial Day, and four (4) floating holidays. Residents who cannot be excused from their duties on a designated holiday will be granted another day off at a time mutually agreed upon by Resident and his or her Program Director.

c. Leaves. Residents may request leaves in accordance with University policy and prescribed procedures within their residency training programs, as more specifically described below and in the program policy manuals within each residency program. All leaves must be approved in advance by Resident's Program Director, except as otherwise stated in University policy. **Resident acknowledges that any periods of extended leave may affect time toward program completion and/or board eligibility.** Specific policies on the effects of leave of absence on satisfying criteria for program completion can be found in the institutional policy on Leaves of Absence as well as the policy of each program.

1. Sick Leave. Resident may accrue paid sick leave at the rate of one day for each month of service. Resident is not entitled to compensation for any unused sick leave, but may carry forward sick leave accruals for use during years in which Resident's appointment is renewed.

2. Family and Medical Leave. In accordance with the Family and Medical Leave Act (FMLA) of 1993, as amended, eligible employees may take family and medical leave (FML) as provided in University policy.

3. Other Leaves of Absence. Residents also may apply for a leave of absence in accordance with University policies.

d. Malpractice Insurance. Resident is covered for negligent acts or omissions occurring within the course and scope of employment in accordance with Arizona law. This includes liability coverage for claims filed after completion of the training program. Specific details are available at http://hr.arizona.edu/compensation/benefits/medical/malpractice.html.

e. Living Quarters Are Not Provided.

f. Meals. Some hospitals provide meals for residents for periods of time they are required to be on the premises of a clinical site after 5:00 p.m. weekdays, or anytime on weekends.

g. Uniforms Are Provided. Laundry Services or Reimbursement for Laundry Services Are Not.

h. Qualified Tuition Reduction. Residents and Fellows, as well as their spouses and eligible dependents, currently are eligible for reduced tuition rates in undergraduate and graduate courses of study at the University in accordance with Arizona Board of Regents Policy 6-902.

i. Counseling Services. The University provides all Residents and their families' access to confidential counseling and psychological support services. The University also provides its employees counseling resources through Life & Work Connections (http://life-work.arizona.edu)

j. Health and Disability Insurance. Residents have an opportunity to select health, dental and vision insurance plans at a minimal cost. A $15,000 term life insurance policy is provided and supplemental amounts are available at a small cost. Long-term disability insurance is provided with an option to purchase short-term disability insurance.

3. Resident Responsibilities. Resident agrees to:

a. abide by the terms of this and any other Resident Agreements into which he or she enters with the program;

b. fulfill the educational requirements of the training program;

c. use his or her best efforts to provide safe, effective and compassionate patient care under faculty and teaching staff supervision;

d. with guidance and supervision from faculty and teaching staff, develop a personal program of learning to foster professional growth and life-long learning skills; and

e. abide by all University and ABOR policies and procedures, GMEC-approved policies and procedures, program policies and procedures to the extent they do not conflict with official GMEC policies and procedures, and policies, rules and regulations of any affiliated institution to which Resident may be assigned.

4. University Responsibilities. The University agrees to:

a. provide, in association and cooperation with its affiliated institutions, a GME program that meets the standards established by the ACGME and its Residency Review Committees;

b. provide, at its discretion, specialized advanced training in programs for which ACGME does not provide accreditation standards and requirements;

c. provide GMEC-approved due process policies and procedures related to disciplinary actions, which will be the exclusive policies and procedures by which disciplinary action is imposed;

d. provide policies on professional conduct, alcohol and substance abuse;

e. enforce its policies, including the Non-discrimination and Anti-harassment Policy, which includes prohibitions on sexual harassment;

f. implement the ACGME common duty hour standards and any duty hour standards specifically applicable to programs by their RRCs. The University will monitor the common duty hour standards in order to meet the goals of promoting patient safety, resident education and well-being; and

g. avoid situations in which residents experience undue stress or fatigue and ensure that duty hours are not excessive. Specific policies on the limitations and monitoring of duty hours can be found in the Institutional Duty Hours Policy as well as in the Duty Hours Policies of each program.

5. Promotion or Disciplinary Action. Upon satisfactory completion of each year of training, it is anticipated that Resident will be promoted to the next level of training and will receive a new Resident Agreement and Notice of Reappointment. However, the University guarantees neither promotion nor renewal of Resident's appointment. If Resident fails to perform satisfactorily or to progress during his or her training program, he or she may be subject to disciplinary action, including probation, suspension for a period of time, nonrenewal, retention at the current level of training, or dismissal. Before a program may impose disciplinary action, the Program Director will comply with the *Due Process Guidelines for Residents and Fellows* or other procedures adopted by the GMEC for addressing disciplinary issues, **which will be the exclusive procedures governing Resident discipline**. Resident agrees that any GMEC-approved policies governing disciplinary action will supersede any other due process procedures promulgated by the University, ABOR, or the program in which Resident is participating.

6. Practice Privileges and Other Activities Performed Outside the Educational Program. Residents must obtain approval from their Program Director for any outside activities involving clinical practice. Resident should review the Institutional Moonlighting Policy as well as the moonlighting policies of Resident's program. If Resident's Program Director approves moonlighting activities, Resident must obtain both a license to practice medicine and his or her own malpractice insurance to engage in such activities if the entity for which Resident provides such services does not cover him or her for malpractice. All moonlighting activities are counted toward the 80-hour weekly maximum.

7. Other Activities Performed Within the Educational Program (Clinical Assistant Exception Pay) (CAEP). Residents appointed as Clinical Assistants II-VII, who are in good standing in their departments, may participate in training activities outside their normally scheduled training schedule, but within the course and scope of Resident's work as a trainee. These additional duties may include, but are not limited to, working additional on-call shifts or covering responsibilities that are not part of Resident's scheduled rotation but that provide additional learning experiences for Resident and that benefit the University. Accepting additional duties is voluntary, subject to approval by the Resident's Program Director. All outside activities are counted toward the 80-hour weekly maximum. Residents who accept these additional duties may be eligible to receive additional compensation, as set by the home department. CAEP is based on Resident's base salary rate, and may be applied on an hourly basis or on a flat rate basis determined on a segment of hours, depending on the needs of the department and as determined by Resident's Program Director.

8. Release of Information to Certification Boards and ACGME. ABOR Policy 6-912 prohibits disclosure of evaluative information to third parties without the express permission of its employees. Certification boards require program directors to evaluate residents annually as part of the certification process, and Residents must receive a satisfactory evaluation for each year of training in order to be admitted to certifying examinations. In addition, the Program is required to provide Milestone achievements of residents twice annually. In order to certify residents for board eligibility and to comply with ACGME requirements to report progress in training, Resident agrees that his or her Program Director may provide these evaluations to the certification boards and ACGME directly, without first obtaining a written release or other permission. Resident expressly grants permission to his or her Program Director to submit such evaluative information on an annual basis, assuming Resident's appointment is renewed, to the appropriate certification board for certification purposes and to the ACGME. Information on board eligibility can be accessed on The American Board of Medical Specialties' website at www.abms.org.

9. Background Checks, Drug Testing and other Pre-employment Screening by Affiliates. In addition to the pre-employment screening the University conducts under its and ABOR Policies, Resident agrees that, if an institution with which the University affiliates to provide some or all of Resident's training requires a background check, drug test, or other pre-employment screening as a condition of placement, Resident agrees to submit to such background check, drug test, or pre-employment screening in accordance with the requirements/procedures of such affiliate entity. Resident agrees that the University will have no liability or responsibility for a training site's decision that Resident is not suitable for training at that site based upon the results of a criminal background check, drug test, or other pre-employment screening, nor will Resident have a right to appeal that decision, except to the extent permitted by policies of the affiliate. Resident further understands and agrees that, should the results of such

background check, drug test, or pre-employment screening disqualify Resident from participating in affiliate's program, Resident may be unable to complete his or her training at the University of Arizona and may be subject to dismissal.

10. Fingerprint clearance cards. Resident understands that Arizona law requires Resident to obtain a valid fingerprint clearance card in order to participate in a Residency Program. Resident understands and agrees that performance of this Agreement is contingent upon Resident's presentation of a valid fingerprint clearance card to the GME Office. Resident understands and agrees that failure to provide such card to the GME office by that date will result in a rescission of any prior letter of offer or Notice of Appointment or Reappointment, and will nullify any obligations set forth in this Agreement by the University of Arizona.

11. Funding. While the University expects to receive the full funds necessary to support its budget, it reserves the right to institute budget reduction actions in accordance with state law, University and ABOR Policy. In the event of a reduction or closure of a Residency training program, the University will make every effort to allow Resident to complete his or her training; if Resident is displaced, however, the University will make every effort to assist him or her in identifying a program in which he or she can continue training.

12. Non-competition Agreements. Resident is not required to sign a non-competition agreement.

THE UNIVERSITY OF ARIZONA®

Conrad J. Clements, MD, MPH
ACGME Designated Institutional Official (DIO)
Associate Dean for Graduate Medical Education
on behalf of the «Program» Residency Training Program

RESIDENT

Signature: 7/30/15
Date

THE UNIVERSITY OF ARIZONA
College of Medicine

Graduate Medical Education
Arizona Health Sciences Center

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RESIDENT AGREEMENT

The Arizona Board of Regents (also referred to in this Agreement as either ABOR, the University, The University of Arizona or the University of Arizona College of Medicine), through the Associate Dean for Graduate Medical Education or his or her designee, for the **Surgery** Residency Program, and **Prakash Mathew**, hereafter referred to as "Resident," enter into this Agreement for the purpose of defining the formal relationship between the University and Resident during Resident's participation in the University's Graduate Medical Education (GME) Program. This Agreement supplements Resident's Notice of Appointment or Notice of Reappointment, and supersedes any prior agreements of a similar nature for the same purpose and covering the same period of time. All Graduate Medical Education Committee (GMEC)-promulgated policies and procedures governing the GME programs at the University are incorporated as part of this Agreement, and supersede any University or ABOR policies covering the same subject matter that may differ. As an employee of ABOR, Resident also must comply with ABOR policy 6-301, *et seq.*, and Chapter 4 of the *University Handbook for Appointed Personnel*, the provisions of which are incorporated into this Agreement by reference, ***except as specifically limited by this Agreement***.

THEREFORE, in consideration of the training opportunity Resident will receive, the Associate Dean for Graduate Medical Education, on behalf of the University of Arizona and its College of Medicine, and Resident, mutually agree as follows:

- **1. Term of Appointment. 07/01/2015 to 06/30/2016.** Resident accepts his or her appointment as a Clinical Assistant **PGY3** in the **Surgery** Program, with an annual salary of $[redacted]. It is understood that this appointment is a year-to-year appointment, and may be renewed subject to completion of program requirements.

2. Benefits.

a. Vacation. The University provides an annual paid allowance of 22 working days per year to full-time eligible employees. Although the University permits appointed personnel to carry forward earned but unused vacation up to a maximum number of hours, because of the nature of residency training and the scheduling required to ensure patient coverage, Resident may not carry forward any accrued but unused vacation, even if Resident's appointment is renewed. Therefore, Resident must use any accrued vacation time during Resident's twelve-month appointment period.

b. Holidays. The University observes ten (10) paid holidays per year. Six are specifically designated: Independence Day, Labor Day, Thanksgiving, Christmas Day, New Year's Day, and Memorial Day; and four (4) floating holidays. Residents who cannot be excused from their duties on a designated holiday will be granted another day off at a time mutually agreed upon by Resident and his or her Program Director.

c. Leaves. Residents may request leaves in accordance with University policy and prescribed procedures within their residency training programs, as more specifically described below and in the program policy manuals within each residency program. All leaves must be approved in advance by Resident's Program Director, except as otherwise stated in University policy. **Resident acknowledges that any periods of extended leave may affect time toward program completion and/or board eligibility.** Specific policies on the effects of leave of absence on satisfying criteria for program completion can be found in the institutional policy on Leaves of Absence as well as the policy of each program.

1. Sick Leave. Resident may accrue paid sick leave at the rate of one day for each month of service. Resident is not entitled to compensation for any unused sick leave, but may carry forward sick leave accruals for use during years in which Resident's appointment is renewed.

2. Family and Medical Leave. In accordance with the Family and Medical Leave Act (FMLA) of 1993, as amended, eligible employees may take family and medical leave (FML) as provided in University policy.

3. Other Leaves of Absence. Residents also may apply for a leave of absence in accordance with University policies.

d. Malpractice Insurance. Resident is covered for negligent acts or omissions occurring within the course and scope of employment in accordance with Arizona law. This includes liability coverage for claims filed after completion of the training program. Specific details are available at http://risk.arizona.edu/insurance/descriptionofcoverage.shtml.

e. Living Quarters Are Not Provided.

f. Meals. Some hospitals provide meals for residents for periods of time they are required to be on the premises of a clinical site after 5:00 p.m. weekdays, or anytime on weekends.

g. Uniforms Are Provided. Laundry Services or Reimbursement for Laundry Services Are Not.

h. Qualified Tuition Reduction. Residents and Fellows, as well as their spouses and eligible dependents, currently are eligible for reduced tuition rates in undergraduate and graduate courses of study at the University in accordance with Arizona Board of Regents Policy 6-902.

i. Counseling Services. The University provides all Residents and their families' access to confidential counseling and psychological support services. The University also provides its employees counseling resources through Life & Work Connections (http://lifework.arizona.edu/).

j. Health and Disability Insurance. Residents have an opportunity to select health, dental and vision insurance plans at a minimal cost. A $15,000 term life insurance policy is provided and supplemental amounts are available at a small cost. Long-term disability insurance is provided with an option to purchase short-term disability insurance.

3. Resident Responsibilities. Resident agrees to:

a. abide by the terms of this and any other Resident Agreements into which he or she enters with the program;

b. fulfill the educational requirements of the training program;

c. use his or her best efforts to provide safe, effective and compassionate patient care under faculty and teaching staff supervision;

d. with guidance and supervision from faculty and teaching staff, develop a personal program of learning to foster professional growth and life-long learning skills; and

e. abide by all University and ABOR policies and procedures, GMEC-approved policies and procedures, program policies and procedures to the extent they do not conflict with official GMEC policies and procedures, and policies, rules and regulations of any affiliated institution to which Resident may be assigned.

4. University Responsibilities. The University agrees to:

a. provide, in association and cooperation with its affiliated institutions, a GME program that meets the standards established by the ACGME and its Residency Review Committees;

b. provide, at its discretion, specialized advanced training in programs for which ACGME does not provide accreditation standards and requirements;

c. provide GMEC-approved due process policies and procedures related to disciplinary actions, which will be the exclusive policies and procedures by which disciplinary action is imposed;

d. provide policies on professional conduct, alcohol and substance abuse;

e. enforce its policies, including the Non-discrimination and Anti-harassment Policy, which includes prohibitions on sexual harassment;

f. implement the ACGME common duty hour standards and any duty hour standards specifically applicable to programs by their RRCs. The University will monitor the common duty hour standards in order to meet the goals of promoting patient safety, resident education and well-being; and

g. avoid situations in which residents experience undue stress or fatigue and ensure that duty hours are not excessive. Specific policies on the limitations and monitoring of duty hours can be found in the Institutional Duty Hours Policy as well as in the Duty Hours Policies of each program.

5. Promotion or Disciplinary Action. Upon satisfactory completion of each year of training, it is anticipated that Resident will be promoted to the next level of training and will receive a new Resident Agreement and Notice of Reappointment. However, the University guarantees neither promotion nor renewal of Resident's appointment. If Resident fails to perform satisfactorily or to progress during his or her training program, he or she may be subject to disciplinary action, including probation, suspension for a period of time, nonrenewal, retention at the current level of training, or dismissal. Before a program may impose disciplinary action, the Program Director will comply with the *Due Process Guidelines for Residents and Fellows* or other procedures adopted by the GMEC for addressing disciplinary issues, **which will be the exclusive procedures governing Resident discipline**. Resident agrees that any GMEC-approved policies governing disciplinary action will supersede any other due process procedures promulgated by the University, ABOR, or the program in which Resident is participating.

6. Practice Privileges and Other Activities Performed Outside the Educational Program. Residents must obtain approval from their Program Director for any outside activities involving clinical practice. Resident should review the Institutional Moonlighting Policy as well as the moonlighting policies of Resident's program. If Resident's Program Director approves moonlighting activities, Resident must obtain both a license to practice medicine and his or her own malpractice insurance to engage in such activities if the entity for which Resident provides such services does not cover him or her for malpractice. All moonlighting activities are counted toward the 80-hour weekly maximum.

7. Other Activities Performed Within the Educational Program (Clinical Assistant Exception Pay) (CAEP). Residents appointed as Clinical Assistants II-VII, who are in good standing in their departments, may participate in training activities outside their normally scheduled training schedule, but within the course and scope of Resident's work as a trainee. These additional duties may include, but are not limited to, working additional on-call shifts or covering responsibilities that are not part of Resident's scheduled rotation but that provide additional learning experiences for Resident and that benefit the University. Accepting additional duties is voluntary, subject to approval by the Resident's Program Director. All outside activities are counted toward the 80-hour weekly maximum. Residents who accept these additional duties may be eligible to receive additional compensation, as set by the home department. CAEP is based on Resident's base salary rate, and may be applied on an hourly basis or on a flat rate basis determined on a segment of hours, depending on the needs of the department and as determined by Resident's Program Director.

8. Release of Information to Certification Boards and ACGME. ABOR Policy 6-912 prohibits disclosure of evaluative information to third parties without the express permission of its employees. Certification boards require program directors to evaluate residents annually as part of the certification process, and Residents must receive a satisfactory evaluation for each year of training in order to be admitted to certifying examinations. In addition, the Program is required to provide Milestone achievements of residents twice annually. In order to certify residents for board eligibility and to comply with ACGME requirements to report progress in training, Resident agrees that his or her Program Director may provide these evaluations to the certification boards and ACGME directly, without first obtaining a written release or other permission. Resident expressly grants permission to his or her Program Director to submit such evaluative information on an annual basis, assuming Resident's appointment is renewed, to the appropriate certification board for certification purposes and to the ACGME. Information on board eligibility can be accessed on The American Board of Medical Specialties' website at www.abms.org.

9. Background Checks, Drug Testing and other Pre-employment Screening by Affiliates. In addition to the pre-employment screening the University conducts under its and ABOR Policies, Resident agrees that, if an institution with which the University affiliates to provide some or all of Resident's training requires a background check, drug test, or other pre-employment screening as a condition of placement, Resident agrees to submit to such background check, drug test, or pre-employment screening in accordance with the requirements/procedures of such affiliate entity. Resident agrees that the University will have no liability or responsibility for a training site's decision that Resident is not suitable for training at that site based upon the results of a criminal background check, drug test, or other pre-employment screening, nor will Resident have a right to appeal that decision, except to the extent permitted by policies of the affiliate. Resident further understands and agrees that, should the results of such

background check, drug test, or pre-employment screening disqualify Resident from participating in affiliate's program, Resident may be unable to complete his or her training at the University of Arizona and may be subject to dismissal.

10. Fingerprint clearance cards. Resident understands that Arizona law requires Resident to obtain a valid fingerprint clearance card in order to participate in a Residency Program. Resident understands and agrees that performance of this Agreement is contingent upon Resident's presentation of a valid fingerprint clearance card to the GME Office. Resident understands and agrees that failure to provide such card to the GME office by that date will result in a rescission of any prior letter of offer or Notice of Appointment or Reappointment, and will nullify any obligations set forth in this Agreement by the University of Arizona.

11. Funding. While the University expects to receive the full funds necessary to support its budget, it reserves the right to institute budget reduction actions in accordance with state law, University and ABOR Policy. In the event of a reduction or closure of a Residency training program, the University will make every effort to allow Resident to complete his or her training; if Resident is displaced, however, the University will make every effort to assist him or her in identifying a program in which he or she can continue training.

12. Non-competition Agreements. Resident is not required to sign a non-competition agreement.

THE UNIVERSITY OF ARIZONA

RESIDENT

Signature: 6/23/2015 Date

Conrad J. Clemens, MD, MPH
ACGME Designated Institutional Official (DIO)
Associate Dean for Graduate Medical Education
on behalf of the Surgery Residency Training Program

THE UNIVERSITY OF ARIZONA.
College of Medicine

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RESIDENT AGREEMENT (Preliminary Position)

The Arizona Board of Regents (also referred to herein as the University or The University of Arizona), through the Associate Dean for Graduate Medical Education or his or her designee, for the **Surgery Residency Program**, and **Demitrio Camarena**, hereafter referred to as hereafter referred to as "Resident," enter into this Agreement for the purpose of defining the formal relationship between the University and Resident during Resident's participation in the University's Graduate Medical Education (GME) Program. This Agreement supplements Resident's Notice of Appointment, and supersedes any prior agreements of a similar nature for the same purpose and covering the same period of time. All GMEC-promulgated policies and procedures governing the GME programs at the University are incorporated as part of this Agreement, and supersede any University or ABOR policies covering the same subject matter. As an employee of ABOR, Resident also must comply with ABOR policy 6-301, et seq., and Chapter 4 of the *University Handbook for Appointed Personnel*, the provisions of which are incorporated herein by reference, ***except as specifically limited herein.***

THEREFORE, in consideration of the training opportunity Resident will receive, the Associate Dean for Graduate Medical Education, on behalf of the University of Arizona and its College of Medicine, and Resident, mutually agree as follows:

1. **Term of Appointment.** **07/01/2015 to 06/30/2016**.
   Resident accepts his or her appointment as a Clinical Assistant 1 in the Surgery Program, with an annual salary of $[redacted] This appointment is for a **preliminary position** in the training program and acceptance of this appointment constitutes notice that this appointment will not be renewed at the end of its term.

2. **Benefits.**
   a. **Vacation.** The University provides an annual paid allowance of 22 working days per year to full-time eligible employees. Because of the nature of residency training and the scheduling required to ensure patient coverage, Resident may not carry forward any accrued but unused vacation, even if Resident's appointment is renewed. Therefore, any accrued vacation time must be used during Resident's twelve-month appointment period.
   b. **Holidays.** The University observes ten (10) paid holidays per year. Six are specifically designated: Independence Day, Labor Day, Thanksgiving, Christmas Day, New Year's Day, and Memorial Day; and four (4) floating holidays. Residents who cannot be excused from their duties on a designated holiday will be granted another day off at a time mutually agreed upon by Resident and the Program Director.
   c. **Leaves.** Residents may request leaves in accordance with University policy and prescribed procedures within their residency training programs, as more specifically described below and in the program policy manuals within each residency program. All leaves must be approved in advance by Resident's Program Director, except as otherwise stated in University policy. **Resident acknowledges that any periods of extended leave may affect time toward program completion and/or board eligibility.** Specific policies on the effects of leave of absence on satisfying criteria for program completion can be found in the institutional policy on Leaves of Absence as well as the policy of each program.
      1. Sick Leave. Resident may accrue paid sick leave at the rate of one day for each month of service. Resident is not entitled to compensation for any unused sick leave, but may carry forward sick leave accruals for use during years in which Resident's appointment is renewed.

2. Family and Medical Leave. In accordance with the Family and Medical Leave Act (FMLA) of 1993, as amended, eligible employees may take family and medical leave (FML) as provided in University policy.
3. Other Leaves of Absence. Residents also may apply for a leave of absence in accordance with University policy.

d. **Malpractice Insurance.** Resident is covered for negligent acts or omissions occurring within the course and scope of employment in accordance with Arizona law. This includes liability coverage for claims filed after completion of the training program. Specific details are available at http://risk.arizona.edu/insurance/descriptionofcoverage.shtml.

e. **Living Quarters Are Not Provided.**

f. **Meals.** Some hospitals provide meals for residents for periods of time they are required to be on the premises of a clinical site after 5:00 p.m. weekdays, or anytime on weekends.

g. **Uniforms Are Provided. Laundry Services or Reimbursement for Laundry Services Are Not.**

h. **Qualified Tuition Reduction.** Residents and fellows, as well as their spouses and eligible dependents, currently are eligible for reduced tuition rates in undergraduate and graduate courses of study at the University in accordance with Arizona Board of Regents Policy 6-902.

i. **Counseling Services.** The University provides all Residents and their families access to confidential counseling and psychological support services. The University also provides its employees counseling resources through Life & Work Connections (http://lifework.arizona.edu).

j. **Health and Disability Insurance.** Residents have an opportunity to select health, dental and vision insurance plans at a minimal cost. A $15,000 term life insurance policy is provided and supplemental amounts are available at a small cost. Long-term disability insurance is provided with an option to purchase short-term disability insurance.

3. **Resident Responsibilities.** Resident agrees to:
   a. abide by the terms of this Resident Agreement;
   b. fulfill the educational requirements of the training program;
   c. use his or her best efforts to provide safe, effective and compassionate patient care under faculty and teaching staff supervision;
   d. with guidance and supervision from faculty and teaching staff, develop a personal program of learning to foster professional growth and life-long learning skills; and
   e. abide by all University and ABOR policies and procedures, GMEC-approved policies and procedures, program policies and procedures to the extent they do not conflict with official GMEC policies and procedures, and policies, rules and regulations of any affiliated institution to which Resident may be assigned.

4. **University Responsibilities.** The University agrees to:
   a. provide, in association and cooperation with its affiliated institutions, a GME program that meets the standards established by the ACGME and its Residency Review Committees;
   b. provide, at its discretion, specialized advanced training in programs for which ACGME does not provide accreditation standards and requirements;
   c. provide GMEC-approved due process policies and procedures related to disciplinary action, which will be the exclusive policies and procedures by which disciplinary action is imposed;
   d. provide policies on professional conduct, alcohol and substance abuse;
   e. enforce its policies, including the Non-discrimination and Anti-harassment Policy, which includes prohibitions on sexual harassment;
   f. implement the ACGME common duty hour standards and any duty hour standards specifically applicable to programs by their RRCs;
   g. monitor the common duty hour standards in order to meet the goals of promoting patient safety, resident education and well-being;

h. avoid situations in which residents experience undue stress or fatigue and ensure that duty hours are not excessive.[1]

5. **Promotion or Disciplinary Action.** Because of the preliminary nature of this appointment, Resident has no expectation of being continued in the program or promoted to the next level of training at the end of this appointment. However, if Resident fails to perform satisfactorily or to progress during his or her appointment period, he or she may be placed on probation, suspended for a period of time or dismissed. Before a program may impose disciplinary action, the Program Director will comply with the *Due Process Guidelines for Residents and Fellows* or other procedures adopted by the GMEC for addressing resident discipline, **which shall be the exclusive procedures governing Resident discipline**. Resident agrees that any GMEC-approved policies governing disciplinary action will supersede any other due process procedures promulgated by the University, ABOR or the program in which Resident is participating.

6. **Practice Privileges and Other Activities Performed Outside the Educational Program.** Residents must obtain approval from the Program Director for any outside activities involving clinical practice. Resident should review the Institutional Moonlighting Policy as well as the moonlighting policies of Resident's program. If Resident's Program Director approves moonlighting activities, Resident must obtain both a license to practice medicine and his or her own malpractice insurance to engage in such activities if the entity for which Resident provides such services does not cover him or her for malpractice. All moonlighting activities are counted toward the 80-hour weekly maximum.

7. **Release of Information to Certification Boards and ACGME.** ABOR Policy 6-912 prohibits disclosure of evaluative information to third parties without the express permission of its employees. Certification boards require program directors to evaluate residents annually as part of the certification process, and Residents must receive a satisfactory evaluation for each year of training in order to be admitted to certifying examinations. In addition, the Program is required to provide Milestone achievements of residents twice annually. In order to certify residents for board eligibility and to comply with ACGME requirements to report progress in training, Resident agrees that his or her Program Director may provide these evaluations to the certification boards and the ACGME directly, without first obtaining a written release or other permission. Resident expressly grants permission to his or her Program Director to submit such evaluative information to the appropriate certification board for certification purposes and to the ACGME. Information on board eligibility can be accessed on The American Board of Medical Specialties website at www.abms.org.

8. **Background Checks, Drug Testing and other Pre-employment Screening by Affiliates.** In addition to the pre-employment screening the University conducts, Resident agrees that, if an institution with which the University affiliates to provide some or all of Resident's training requires a background check, drug test or other pre-employment screening as a condition of placement, Resident agrees to submit to such background check, drug test or pre-employment screening in accordance with the requirements/procedures of such affiliate entity. Resident agrees that the University shall have no liability or responsibility for a training site's decision that Resident is not suitable for training at that site based upon the results of such criminal background check, drug test or other pre-employment screening, nor will Resident have a right to appeal that decision, except to the extent permitted by policies of affiliate. Resident further understands and agrees that, should the results of such background check/drug test/pre-employment screening disqualify Resident from participating in affiliate's program, Resident may be unable to complete his or her training at the University of Arizona and may be subject to dismissal.

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[1] Specific policies on the limitations and monitoring of duty hours can be found in the Institutional Duty Hours Policy as well as in the Duty Hours Policies of each program.

9. **Fingerprint clearance cards.** Resident understands that Arizona law requires Resident to obtain a valid fingerprint clearance card in order to participate in a Residency Program. Resident understands and agrees that performance of this Agreement is contingent upon Resident's presentation of a valid fingerprint clearance card to the GME Office. Resident understands and agrees that failure to provide such card to the GME office by that date will result in a rescission of any prior letter of offer or Notice of Appointment, and will nullify any obligations set forth herein by the University of Arizona.

10. **Funding.** While the University expects to receive the full funds necessary to support its budget, it reserves the right to institute budget reduction actions in accordance with state law, University and ABOR Policy. In the event of a reduction or closure of a Residency training program, the University will make every effort to allow Resident to complete his or her training; if Resident is displaced, however, the University will make every effort to assist him or her in identifying a program in which he or she can continue training.

11. **Non-competition Agreements.** Resident is not required to sign a non-competition agreement.

THE UNIVERSITY OF ARIZONA

Conrad J. Clemens, MD, MPH
ACGME Designated Institutional Official (DIO)
Associate Dean for Graduate Medical Education
on behalf of the Surgery Residency
Training Program

RESIDENT

Signature

06/23/2015
Date

Exhibit G

Common Program Requirements

Effective: July 1, 2011

Note: The term "resident" in this document refers to both specialty residents and subspecialty fellows. Once the Common Program Requirements are inserted into each set of specialty and subspecialty requirements, the terms "resident" and "fellow" will be used respectively.

Introduction

Residency is an essential dimension of the transformation of the medical student to the independent practitioner along the continuum of medical education. It is physically, emotionally, and intellectually demanding, and requires longitudinally-concentrated effort on the part of the resident.

The specialty education of physicians to practice independently is experiential, and necessarily occurs within the context of the health care delivery system. Developing the skills, knowledge, and attitudes leading to proficiency in all the domains of clinical competency requires the resident physician to assume personal responsibility for the care of individual patients. For the resident, the essential learning activity is interaction with patients under the guidance and supervision of faculty members who give value, context, and meaning to those interactions. As residents gain experience and demonstrate growth in their ability to care for patients, they assume roles that permit them to exercise those skills with greater independence. This concept—graded and progressive responsibility—is one of the core tenets of American graduate medical education. Supervision in the setting of graduate medical education has the goals of assuring the provision of safe and effective care to the individual patient; assuring each resident's development of the skills, knowledge, and attitudes required to enter the unsupervised practice of medicine; and establishing a foundation for continued professional growth.

I. Institutions

I.A. Sponsoring Institution

One sponsoring institution must assume ultimate responsibility for the program, as described in the Institutional Requirements, and this responsibility extends to resident assignments at all participating sites.

The sponsoring institution and the program must ensure that the program director has sufficient protected time and financial support for his or her educational and administrative responsibilities to the program.

I.B. Participating Sites

I.B.1. There must be a program letter of agreement (PLA) between the program and each participating site providing a required assignment. The PLA must be renewed at least every five years.

The PLA should:

I.B.1.a) identify the faculty who will assume both educational and supervisory responsibilities for residents;

I.B.1.b) specify their responsibilities for teaching, supervision, and formal evaluation of residents, as specified later in this document;

I.B.1.c) specify the duration and content of the educational experience; and,

I.B.1.d) state the policies and procedures that will govern resident education during the assignment.

I.B.2. The program director must submit any additions or deletions of participating sites routinely providing an educational experience, required for all residents, of one month full time equivalent (FTE) or more through the Accreditation Council for Graduate Medical Education (ACGME) Accreditation Data System (ADS).

[As further specified by the Review Committee]

II. Program Personnel and Resources

II.A. Program Director

II.A.1. There must be a single program director with authority and accountability for the operation of the program. The sponsoring institution's GMEC must approve a change in program director. After approval, the program director must submit this change to the ACGME via the ADS.

[As further specified by the Review Committee]

II.A.2. The program director should continue in his or her position for a length of time adequate to maintain continuity of leadership and program stability.

II.A.3. Qualifications of the program director must include:

II.A.3.a) requisite specialty expertise and documented educational and administrative experience acceptable to the Review Committee;

II.A.3.b) current certification in the specialty by the American Board of _____, or specialty qualifications that are acceptable to the Review Committee; and,

II.A.3.c) current medical licensure and appropriate medical staff appointment.

[As further specified by the Review Committee]

II.A.4. The program director must administer and maintain an educational environment conducive to educating the residents in each of the ACGME competency areas. The program director must:

II.A.4.a) oversee and ensure the quality of didactic and clinical education in all sites that participate in the program;

II.A.4.b) approve a local director at each participating site who is accountable for resident education;

II.A.4.c) approve the selection of program faculty as appropriate;

II.A.4.d) evaluate program faculty and approve the continued participation of program faculty based on evaluation;

II.A.4.e) monitor resident supervision at all participating sites;

II.A.4.f) prepare and submit all information required and requested by the ACGME, including but not limited to the program information forms and annual program resident updates to the ADS, and ensure that the information submitted is accurate and complete;

II.A.4.g) provide each resident with documented semiannual evaluation of performance with feedback;

II.A.4.h) ensure compliance with grievance and due process procedures as set forth in the Institutional Requirements and implemented by the sponsoring institution;

II.A.4.i) provide verification of residency education for all residents, including those who leave the program prior to completion;

II.A.4.j) implement policies and procedures consistent with the institutional and program requirements for resident duty hours and the working environment, including moonlighting, and, to that end, must:

II.A.4.j).(1) distribute these policies and procedures to the residents and faculty;

II.A.4.j).(2) monitor resident duty hours, according to sponsoring institutional policies, with a frequency sufficient to ensure compliance with ACGME requirements;

II.A.4.j).(3) adjust schedules as necessary to mitigate excessive service demands and/or fatigue; and,

II.A.4.j).(4) if applicable, monitor the demands of at-home call and adjust schedules as necessary to mitigate excessive service demands and/or fatigue.

II.A.4.k) monitor the need for and ensure the provision of back up support systems when patient care responsibilities are unusually difficult or prolonged;

II.A.4.l) comply with the sponsoring institution's written policies and procedures, including those specified in the Institutional Requirements, for selection, evaluation and promotion of residents, disciplinary action, and supervision of residents;

II.A.4.m) be familiar with and comply with ACGME and Review Committee policies and procedures as outlined in the ACGME Manual of Policies and Procedures;

II.A.4.n) obtain review and approval of the sponsoring institution's GMEC/DIO before submitting to the ACGME information or requests for the following:

II.A.4.n).(1) all applications for ACGME accreditation of new programs;

II.A.4.n).(2) changes in resident complement;

II.A.4.n).(3) major changes in program structure or length of training;

II.A.4.n).(4) progress reports requested by the Review Committee;

II.A.4.n).(5) responses to all proposed adverse actions;

II.A.4.n).(6) requests for increases or any change to resident duty hours;

II.A.4.n).(7) voluntary withdrawals of ACGME-accredited programs;

II.A.4.n).(8) requests for appeal of an adverse action;

II.A.4.n).(9) appeal presentations to a Board of Appeal or the ACGME; and,

II.A.4.n).(10) proposals to ACGME for approval of innovative educational approaches.

II.A.4.o) obtain DIO review and co-signature on all program information forms, as well as any correspondence or document submitted to the ACGME that addresses:

II.A.4.o).(1) program citations, and/or

II.A.4.o).(2) request for changes in the program that would have significant impact, including financial, on the program or institution.

[As further specified by the Review Committee].

II.B. Faculty

II.B.1. At each participating site, there must be a sufficient number of faculty with documented qualifications to instruct and supervise all residents at that location.

The faculty must:

II.B.1.a) devote sufficient time to the educational program to fulfill their supervisory and teaching responsibilities; and to demonstrate a strong interest in the education of residents, and

II.B.1.b) administer and maintain an educational environment conducive to educating residents in each of the ACGME competency areas.

II.B.2. The physician faculty must have current certification in the specialty by the American Board of _____, or possess qualifications acceptable to the Review Committee.

[As further specified by the Review Committee]

II.B.3. The physician faculty must possess current medical licensure and appropriate medical staff appointment.

II.B.4. The nonphysician faculty must have appropriate qualifications in their field and hold appropriate institutional appointments.

II.B.5. The faculty must establish and maintain an environment of inquiry and scholarship with an active research component.

II.B.5.a) The faculty must regularly participate in organized clinical discussions, rounds, journal clubs, and conferences.

II.B.5.b) Some members of the faculty should also demonstrate scholarship by one or more of the following:

II.B.5.b).(1) peer-reviewed funding;

II.B.5.b).(2) publication of original research or review articles in peer-reviewed journals, or chapters in textbooks;

II.B.5.b).(3) publication or presentation of case reports or clinical series at local, regional, or national professional and scientific society meetings; or,

II.B.5.b).(4) participation in national committees or educational organizations.

II.B.5.c) Faculty should encourage and support residents in scholarly activities.

[As further specified by the Review Committee]

II.C. Other Program Personnel

The institution and the program must jointly ensure the availability of all necessary professional, technical, and clerical personnel for the effective administration of the program.

[As further specified by the Review Committee]

II.D. Resources

The institution and the program must jointly ensure the availability of adequate resources for resident education, as defined in the specialty program requirements.

[As further specified by the Review Committee]

II.E. Medical Information Access

Residents must have ready access to specialty-specific and other appropriate reference material in print or electronic format. Electronic medical literature databases with search capabilities should be available.

III. Resident Appointments

III.A. Eligibility Criteria

The program director must comply with the criteria for resident eligibility as specified in the Institutional Requirements.

[As further specified by the Review Committee]

III.B. Number of Residents

The program director may not appoint more residents than approved by the Review Committee, unless otherwise stated in the specialty-specific requirements. The program's educational resources must be adequate to support the number of residents appointed to the program.

[As further specified by the Review Committee]

III.C. Resident Transfers

III.C.1. Before accepting a resident who is transferring from another program, the program director must obtain written or electronic verification of previous educational experiences and a summative competency-based performance evaluation of the transferring resident.

III.C.2. A program director must provide timely verification of residency education and summative performance evaluations for residents who leave the program prior to completion.

III.D. Appointment of Fellows and Other Learners

The presence of other learners (including, but not limited to, residents from other specialties, subspecialty fellows, PhD students, and nurse practitioners) in the program must not interfere with the appointed residents' education. The program director must report the presence of other learners to the DIO and GMEC in accordance with sponsoring institution guidelines.

[As further specified by the Review Committee]

IV. Educational Program

IV.A. The curriculum must contain the following educational components:

IV.A.1. Overall educational goals for the program, which the program must distribute to residents and faculty annually;

IV.A.2. Competency-based goals and objectives for each assignment at each educational level, which the program must distribute to residents and faculty annually, in either written or electronic form. These should be reviewed by the resident at the start of each rotation;

IV.A.3. Regularly scheduled didactic sessions;

IV.A.4. Delineation of resident responsibilities for patient care, progressive responsibility for patient management, and supervision of residents over the continuum of the program; and,

IV.A.5. ACGME Competencies

IV.A.5.a) The program must integrate the following ACGME competencies into the curriculum:

IV.A.5.b) Patient Care

Residents must be able to provide patient care that is compassionate, appropriate, and effective for the treatment of health problems and the promotion of health. Residents:

[As further specified by the Review Committee]

IV.A.5.c) Medical Knowledge

Residents must demonstrate knowledge of established and evolving biomedical, clinical, epidemiological and social-behavioral sciences, as well as the application of this knowledge to patient care. Residents:

[As further specified by the Review Committee]

IV.A.5.d) Practice-based Learning and Improvement

Residents must demonstrate the ability to investigate and evaluate their care of patients, to appraise and assimilate scientific evidence, and to continuously improve patient care based on constant self-evaluation and life-long learning. Residents are expected to develop skills and habits to be able to meet the following goals:

IV.A.5.d).(1) identify strengths, deficiencies, and limits in one's knowledge and expertise;

IV.A.5.d).(2) set learning and improvement goals;

IV.A.5.d).(3) identify and perform appropriate learning activities;

IV.A.5.d).(4) systematically analyze practice using quality improvement methods, and implement changes with the goal of practice improvement;

IV.A.5.d).(5) incorporate formative evaluation feedback into daily practice;

IV.A.5.d).(6) locate, appraise, and assimilate evidence from scientific studies related to their patients' health problems;

IV.A.5.d).(7) use information technology to optimize learning; and,

IV.A.5.d).(8) participate in the education of patients, families, students, residents and other health professionals.

[As further specified by the Review Committee]

IV.A.5.e) Interpersonal and Communication Skills

Residents must demonstrate interpersonal and communication skills that result in the effective exchange of information and collaboration with patients, their families, and health professionals. Residents are expected to:

IV.A.5.e).(1) communicate effectively with patients, families, and the public, as appropriate, across a broad range of socioeconomic and cultural backgrounds;

IV.A.5.e).(2) communicate effectively with physicians, other health professionals, and health related agencies;

IV.A.5.e).(3) work effectively as a member or leader of a health care team or other professional group;

IV.A.5.e).(4) act in a consultative role to other physicians and health professionals; and,

IV.A.5.e).(5) maintain comprehensive, timely, and legible medical records, if applicable.

[As further specified by the Review Committee]

IV.A.5.f) Professionalism

Residents must demonstrate a commitment to carrying out professional responsibilities and an adherence to ethical principles. Residents are expected to demonstrate:

IV.A.5.f).(1) compassion, integrity, and respect for others;

IV.A.5.f).(2) responsiveness to patient needs that supersedes self-interest;

IV.A.5.f).(3) respect for patient privacy and autonomy;

IV.A.5.f).(4) accountability to patients, society and the profession; and,

IV.A.5.f).(5) sensitivity and responsiveness to a diverse patient population, including but not limited to diversity in gender, age, culture, race, religion, disabilities, and sexual orientation.

[As further specified by the Review Committee]

IV.A.5.g) Systems-based Practice

Residents must demonstrate an awareness of and responsiveness to the larger context and system of health care, as well as the ability to call effectively on other resources in the system to provide optimal health care. Residents are expected to:

IV.A.5.g).(1) work effectively in various health care delivery settings and systems relevant to their clinical specialty;

IV.A.5.g).(2) coordinate patient care within the health care system relevant to their clinical specialty;

IV.A.5.g).(3) incorporate considerations of cost awareness and risk-benefit analysis in patient and/or population-based care as appropriate;

IV.A.5.g).(4) advocate for quality patient care and optimal patient care systems;

IV.A.5.g).(5) work in interprofessional teams to enhance patient safety and improve patient care quality; and,

IV.A.5.g).(6) participate in identifying system errors and implementing potential systems solutions.

[As further specified by the Review Committee]

IV.B. Residents' Scholarly Activities

IV.B.1. The curriculum must advance residents' knowledge of the basic principles of research, including how research is conducted, evaluated, explained to patients, and applied to patient care.

IV.B.2. Residents should participate in scholarly activity.

[As further specified by the Review Committee]

IV.B.3. The sponsoring institution and program should allocate adequate educational resources to facilitate resident involvement in scholarly activities.

[As further specified by the Review Committee]

V. Evaluation

V.A. Resident Evaluation

V.A.1. Formative Evaluation

V.A.1.a) The faculty must evaluate resident performance in a timely manner during each rotation or similar educational assignment, and document this evaluation at completion of the assignment.

V.A.1.b) The program must:

V.A.1.b).(1) provide objective assessments of competence in patient care, medical knowledge, practice-based learning and improvement, interpersonal and communication skills, professionalism, and systems-based practice;

V.A.1.b).(2) use multiple evaluators (e.g., faculty, peers, patients, self, and other professional staff);

V.A.1.b).(3) document progressive resident performance improvement appropriate to educational level; and,

V.A.1.b).(4) provide each resident with documented semiannual evaluation of performance with feedback.

V.A.1.c) The evaluations of resident performance must be accessible for review by the resident, in accordance with institutional policy.

V.A.2. Summative Evaluation

The program director must provide a summative evaluation for each resident upon completion of the program. This evaluation must become part of the resident's permanent record maintained by the institution, and must be accessible for review by the resident in accordance with institutional policy. This evaluation must:

V.A.2.a) document the resident's performance during the final period of education, and

V.A.2.b) verify that the resident has demonstrated sufficient competence to enter practice without direct supervision.

V.B. Faculty Evaluation

V.B.1. At least annually, the program must evaluate faculty performance as it relates to the educational program.

V.B.2. These evaluations should include a review of the faculty's clinical teaching abilities, commitment to the educational program, clinical knowledge, professionalism, and scholarly activities.

V.B.3. This evaluation must include at least annual written confidential evaluations by the residents.

V.C. Program Evaluation and Improvement

V.C.1. The program must document formal, systematic evaluation of the curriculum at least annually. The program must monitor and track each of the following areas:

V.C.1.a) resident performance;

V.C.1.b) faculty development;

V.C.1.c) graduate performance, including performance of program graduates on the certification examination; and,

V.C.1.d) program quality. Specifically:

V.C.1.d).(1) Residents and faculty must have the opportunity to evaluate the program confidentially and in writing at least annually, and

V.C.1.d).(2) The program must use the results of residents' assessments of the program together with other program evaluation results to improve the program.

V.C.2. If deficiencies are found, the program should prepare a written plan of action to document initiatives to improve performance in the areas listed in section V.C.1. The action plan should be reviewed and approved by the teaching faculty and documented in meeting minutes.

VI. Resident Duty Hours in the Learning and Working Environment

VI.A. Professionalism, Personal Responsibility, and Patient Safety

VI.A.1. Programs and sponsoring institutions must educate residents and faculty members concerning the professional responsibilities of physicians to appear for duty appropriately rested and fit to provide the services required by their patients.

VI.A.2. The program must be committed to and responsible for promoting patient safety and resident well-being in a supportive educational environment.

VI.A.3. The program director must ensure that residents are integrated and actively participate in interdisciplinary clinical quality improvement and patient safety programs.

VI.A.4. The learning objectives of the program must:

VI.A.4.a) be accomplished through an appropriate blend of supervised patient care responsibilities, clinical teaching, and didactic educational events; and,

VI.A.4.b) not be compromised by excessive reliance on residents to fulfill non-physician service obligations.

VI.A.5. The program director and institution must ensure a culture of professionalism that supports patient safety and personal responsibility. Residents and faculty members must demonstrate an understanding and acceptance of their personal role in the following:

VI.A.5.a) assurance of the safety and welfare of patients entrusted to their care;

VI.A.5.b) provision of patient- and family-centered care;

VI.A.5.c) assurance of their fitness for duty;

VI.A.5.d) management of their time before, during, and after clinical assignments;

VI.A.5.e) recognition of impairment, including illness and fatigue, in themselves and in their peers;

VI.A.5.f) attention to lifelong learning;

VI.A.5.g) the monitoring of their patient care performance improvement indicators; and,

VI.A.5.h) honest and accurate reporting of duty hours, patient outcomes, and clinical experience data.

VI.A.6. All residents and faculty members must demonstrate responsiveness to patient needs that supersedes self-interest. Physicians must recognize that under certain circumstances, the best interests of the patient may be served by transitioning that patient's care to another qualified and rested provider.

VI.B. Transitions of Care

VI.B.1. Programs must design clinical assignments to minimize the number of transitions in patient care.

VI.B.2. Sponsoring institutions and programs must ensure and monitor effective, structured hand-over processes to facilitate both continuity of care and patient safety.

VI.B.3. Programs must ensure that residents are competent in communicating with team members in the hand-over process.

VI.B.4. The sponsoring institution must ensure the availability of schedules that inform all members of the health care team of attending physicians and residents currently responsible for each patient's care.

VI.C. Alertness Management/Fatigue Mitigation

VI.C.1. The program must:

VI.C.1.a) educate all faculty members and residents to recognize the signs of fatigue and sleep deprivation;

VI.C.1.b) educate all faculty members and residents in alertness management and fatigue mitigation processes; and,

VI.C.1.c) adopt fatigue mitigation processes to manage the potential negative effects of fatigue on patient care and learning, such as naps or back-up call schedules.

VI.C.2. Each program must have a process to ensure continuity of patient care in the event that a resident may be unable to perform his/her patient care duties.

VI.C.3. The sponsoring institution must provide adequate sleep facilities and/or safe transportation options for residents who may be too fatigued to

safely return home.

VI.D. Supervision of Residents

VI.D.1. In the clinical learning environment, each patient must have an identifiable, appropriately-credentialed and privileged attending physician (or licensed independent practitioner as approved by each Review Committee) who is ultimately responsible for that patient's care.

VI.D.1.a) This information should be available to residents, faculty members, and patients.

VI.D.1.b) Residents and faculty members should inform patients of their respective roles in each patient's care.

VI.D.2. The program must demonstrate that the appropriate level of supervision is in place for all residents who care for patients.

Supervision may be exercised through a variety of methods. Some activities require the physical presence of the supervising faculty member. For many aspects of patient care, the supervising physician may be a more advanced resident or fellow. Other portions of care provided by the resident can be adequately supervised by the immediate availability of the supervising faculty member or resident physician, either in the institution, or by means of telephonic and/or electronic modalities. In some circumstances, supervision may include post-hoc review of resident-delivered care with feedback as to the appropriateness of that care.

VI.D.3. Levels of Supervision

To ensure oversight of resident supervision and graded authority and responsibility, the program must use the following classification of supervision:

VI.D.3.a) Direct Supervision – the supervising physician is physically present with the resident and patient.

VI.D.3.b) Indirect Supervision:

VI.D.3.b).(1) with direct supervision immediately available – the supervising physician is physically within the hospital or other site of patient care, and is immediately available to provide Direct Supervision.

VI.D.3.b).(2) with direct supervision available – the supervising physician is not physically present within the hospital or other site of patient care, but is immediately available by means of telephonic and/or electronic modalities, and is available to provide Direct Supervision.

VI.D.3.c) Oversight – The supervising physician is available to provide review of procedures/encounters with feedback provided after care is delivered.

VI.D.4. The privilege of progressive authority and responsibility, conditional independence, and a supervisory role in patient care delegated to each resident must be assigned by the program director and faculty members.

VI.D.4.a) The program director must evaluate each resident's abilities based on specific criteria. When available, evaluation should be guided by specific national standards-based criteria.

VI.D.4.b) Faculty members functioning as supervising physicians should delegate portions of care to residents, based on the needs of the patient and the skills of the residents.

VI.D.4.c) Senior residents or fellows should serve in a supervisory role of junior residents in recognition of their progress toward independence, based on the needs of each patient and the skills of the individual resident or fellow.

VI.D.5. Programs must set guidelines for circumstances and events in which residents must communicate with appropriate supervising faculty members, such as the transfer of a patient to an intensive care unit, or end-of-life decisions.

VI.D.5.a) Each resident must know the limits of his/her scope of authority, and the circumstances under which he/she is permitted to act with conditional independence.

VI.D.5.a).(1) In particular, PGY-1 residents should be supervised either directly or indirectly with direct supervision immediately available. [Each Review Committee will describe the achieved competencies under which PGY-1 residents progress to be supervised indirectly, with direct supervision available.]

VI.D.6. Faculty supervision assignments should be of sufficient duration to assess the knowledge and skills of each resident and delegate to him/her the appropriate level of patient care authority and responsibility.

VI.E. Clinical Responsibilities

The clinical responsibilities for each resident must be based on PGY-level, patient safety, resident education, severity and complexity of patient illness/condition and available support services.

[Optimal clinical workload will be further specified by each Review Committee.]

VI.F. Teamwork

Residents must care for patients in an environment that maximizes effective communication. This must include the opportunity to work as a member of effective interprofessional teams that are appropriate to the delivery of care in the specialty.

[Each Review Committee will define the elements that must be present in each specialty.]

VI.G. Resident Duty Hours

VI.G.1. Maximum Hours of Work per Week

Duty hours must be limited to 80 hours per week, averaged over a four-week period, inclusive of all in-house call activities and all moonlighting.

VI.G.1.a) Duty Hour Exceptions

A Review Committee may grant exceptions for up to 10% or a maximum of 88 hours to individual programs based on a sound educational rationale.

VI.G.1.a).(1) In preparing a request for an exception the program director must follow the duty hour exception policy from the ACGME Manual on Policies and Procedures.

VI.G.1.a).(2) Prior to submitting the request to the Review Committee, the program director must obtain approval of the institution's GMEC and DIO.

VI.G.2. Moonlighting

VI.G.2.a) Moonlighting must not interfere with the ability of the resident to achieve the goals and objectives of the educational program.

VI.G.2.b) Time spent by residents in Internal and External Moonlighting (as defined in the ACGME Glossary of Terms) must be counted towards the 80-hour Maximum Weekly Hour Limit.

VI.G.2.c) PGY-1 residents are not permitted to moonlight.

VI.G.3. Mandatory Time Free of Duty

Residents must be scheduled for a minimum of one day free of duty every week (when averaged over four weeks). At-home call cannot be assigned on these free days.

VI.G.4. Maximum Duty Period Length

VI.G.4.a) Duty periods of PGY-1 residents must not exceed 16 hours in duration.

VI.G.4.b) Duty periods of PGY-2 residents and above may be scheduled to a maximum of 24 hours of continuous duty in the hospital. Programs must encourage residents to use alertness management strategies in the context of patient care responsibilities. Strategic napping, especially after 16 hours of continuous duty and between the hours of 10:00 p.m. and 8:00 a.m., is strongly suggested.

VI.G.4.b).(1) It is essential for patient safety and resident education that effective transitions in care occur. Residents may be allowed to remain on-site in order to accomplish these tasks; however, this period of time must be no longer than an additional four hours.

VI.G.4.b).(2) Residents must not be assigned additional clinical responsibilities after 24 hours of continuous in-house duty.

VI.G.4.b).(3) In unusual circumstances, residents, on their own initiative, may remain beyond their scheduled period of duty to continue to provide care to a single patient. Justifications for such extensions of duty are limited to reasons of required continuity for a severely ill or unstable patient, academic importance of the events transpiring, or humanistic attention to the needs of a patient or family.

VI.G.4.b).(3).(a) Under those circumstances, the resident must:

VI.G.4.b).(3).(a).(i) appropriately hand over the care of all other patients to the team responsible for their continuing care; and,

VI.G.4.b).(3).(a).(ii) document the reasons for remaining to care for the patient in question and submit that documentation in every circumstance to the program director.

VI.G.4.b).(3).(b) The program director must review each submission of additional service, and track both individual resident and program-wide episodes of additional duty.

VI.G.5. Minimum Time Off between Scheduled Duty Periods

VI.G.5.a) PGY-1 residents should have 10 hours, and must have eight hours, free of duty between scheduled duty periods.

VI.G.5.b) Intermediate-level residents [as defined by the Review Committee] should have 10 hours free of duty, and must have eight hours between scheduled duty periods. They must have at least 14 hours free of duty after 24 hours of in-house duty.

VI.G.5.c) Residents in the final years of education [as defined by the Review Committee] must be prepared to enter the unsupervised practice of medicine and care for patients over irregular or extended periods.

VI.G.5.c).(1) This preparation must occur within the context of the 80-hour, maximum duty period length, and one-day-off-in-seven standards. While it is desirable that residents in their final years of education have eight hours free of duty between scheduled duty periods, there may be circumstances [as defined by the Review Committee] when these residents must stay on duty to care for their patients or return to the hospital with fewer than eight hours free of duty.

VI.G.5.c).(1).(a) Circumstances of return-to-hospital activities with fewer than eight hours away from the hospital by residents in their final years of education must be monitored by the program director.

VI.G.6. Maximum Frequency of In-House Night Float

Residents must not be scheduled for more than six consecutive nights of night float.

[The maximum number of consecutive weeks of night float, and maximum number of months of night float per year may be further specified by the Review Committee.]

VI.G.7. Maximum In-House On-Call Frequency

PGY-2 residents and above must be scheduled for in-house call no more frequently than every-third-night (when averaged over a four-week period).

VI.G.8. At-Home Call

VI.G.8.a) Time spent in the hospital by residents on at-home call must count towards the 80-hour maximum weekly hour limit. The frequency of at-home call is not subject to the every-third-night limitation, but must satisfy the requirement for one-day-in-seven free of duty, when averaged over four weeks.

VI.G.8.a).(1) At-home call must not be so frequent or taxing as to preclude rest or reasonable personal time for each resident.

VI.G.8.b) Residents are permitted to return to the hospital while on at-home call to care for new or established patients. Each episode of this type of care, while it must be included in the 80-hour weekly maximum, will not initiate a new "off-duty period".

VII. Experimentation and Innovation

Requests for experimentation or innovative projects that may deviate from the institutional, common and/or specialty specific program requirements must be approved in advance by the Review Committee. In preparing requests, the program director must follow Procedures for Approving Proposals for Experimentation or Innovative Projects located in the ACGME Manual on Policies and Procedures. Once a Review Committee approves a project, the sponsoring institution and program are jointly responsible for the quality of education offered to residents for the duration of such a project.

***

ACGME-approved: September 26, 2010 Effective: July 1, 2011

Exhibit H

GRADUATE MEDICAL EDUCATION

RESIDENT/FELLOW MANUAL 2016-2017 ACADEMIC YEAR

Office of Graduate Medical Education
University of Arizona College of Medicine at South Campus
2800 E. Ajo Way
Tucson, Arizona 85713
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Revised: January 2017

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INTRODUCTION

The Office of Graduate Medical Education at the University of Arizona College of Medicine has established this Manual for our residents and fellows. The manual sets forth your duties, responsibilities, rights and privileges. Please read through it carefully.

This Manual is divided into three sections: the first deals with policies that are unique to residents and fellows; the second section delineates the Due Process Guidelines afforded to each resident and fellow facing disciplinary action; and the third section comes from the Banner Health Employees' Handbook that are applicable to residents.

SECTION I

RESIDENT/FELLOW POLICIES

BASIC DUTIES AND RESPONSIBILITIES

Residents and Fellows are expected to:

1. Develop a personal program of self-study and professional growth with guidance from the teaching staff.
2. Participate in supervised patient care as described by your program which is effective, safe, compassionate and commensurate with your level of training.
3. Take call as set forth by your program.
4. Participate fully in the educational activities of your program and, as required, assume responsibility for teaching and supervising other residents and students.
5. Participate in the programs and activities involving the medical staff and adhere to the established practices, procedures and policies at a Banner – University Medical Center facility and at any other institution through which you may rotate as an approved part of your program.
6. Participate in committees as requested at Banner – University Medical Center facility and at any other institution through which you may rotate as an approved part of your program, especially those that relate to patient care review activities.
7. Apply cost containment measures in the provision of patient care.
8. Communicate immediately with your Program Director, Chief Resident or appropriate faculty member if, for any reason, you are sick or will be unable to fulfill your responsibilities. Remember that you will be asked to fill in for your colleagues when they are sick and as much advanced notice of absences as possible is greatly appreciated.

CERTIFICATION OF RESIDENCY OR FELLOWSHIP TRAINING

1. All residents satisfactorily completing their first year's training will receive a certificate of satisfactory completion of such training, if requested by the resident/fellow.
2. All residents/fellows will receive a certificate upon leaving The University of Arizona College of Medicine's graduate medical education training that will detail the time they were a resident/fellow in a sponsored residency or fellowship.
3. Receipt of a certificate of satisfactory completion of the above times is contingent upon the recommendation of the Program Director.
4. Receipt of a certificate is also contingent upon completion of the Separation Information Survey through New Innovations upon completion of all responsibilities including:
    a. completion of all medical records at each institution integrated and/or affiliated with the residency;
    b. return of all borrowed material to each of the medical libraries;
    c. return of keys and other assigned material and items to appropriate training program office;
    d. return of the pager, borrowed scrubs, identification badge and meal card to the training program office;
    e. completion of all program evaluations; and
    f. completion of residency/fellowship graduation information on the Separation Form.
5. The Resident/Fellow is responsible for completing the Separation Information Survey in New Innovations from Office of Graduate Medical Education (GME Office), obtaining the necessary clearance signatures, and submitting the form to their respective training program office.
6. Residents/Fellows will receive their certificate by mail at an address provided to the GME Office only after:
    a. the presence of a Final Summative Evaluation signed by the Program Director; and

b. a signed, satisfactory Separation Form.

7. The Program Director will assume the responsibility of assuring that all of the above responsibilities will be fulfilled. In certain circumstances the Program Director may apply for a waiver of these requirements, which may or may not be granted, to allow for receipt of certificates at the graduation ceremony. Any breach of this responsibility would result in subsequent denial of the waiver.
8. The residency or fellowship program office will respond to queries to verify completion of training for hospital appointments, state licensure, and board certification.

CLOSURE/REDUCTION OF TRAINING PROGRAM

1. In the event of the closure of the University of Arizona Colleges of Medicine or one of its major affiliates, the closure of a residency/fellowship program, or a reduction in the size of a training program sponsored by UACOM, the transition/progression of trainees into other programs will be facilitated by UACOM. UACOM will inform the GMEC, DIO and trainees of a decision to close or reduce the size of a program as soon as possible.
2. Regardless of the reason for closure or reduction, the Graduate Medical Education Committee will have oversight of the process and the following procedures will apply:
    a. The DIO and/or Program Director will inform the affected trainees as soon as possible.
    b. The DIO will notify the ACGME in writing of any decision on the part of the sponsoring institution to close or reduce the size of a program.
    c. Whenever possible, the trainees in the program will be allowed to continue through their program with phased closure of the program or until the end of the academic year.
    d. There will be no further recruitment into the program if the program or college is to close entirely.
    e. If necessary, the Program Director and DIO will work with the trainees and the ACGME to find positions in other accredited programs.
    f. Reasonable effort will be made to insure that trainees will not lose income through the course of the transfer to another program.
    g. If necessary, coordination with other programs/departments will be arranged to facilitate scheduling adjustments.
    h. Neither UACOM nor its programs may require residents to sign a non-competition agreement.

DISASTER AND EXTREME EMERGENT SITUATIONS POLICY

1. A disaster is an event or series of events that cause significant alteration to the residency/fellowship experience of one or more programs. The ACGME Chief Executive Office, with consultation of the ACGME Executive Committee and the Chair of the ACGME Institutional Committee, will make a declaration of a disaster.
2. In the event of a disaster, UACOM GME has developed a partnership with the University of New Mexico to provide information, support and communications in case such resources become unavailable due to the disaster.

a. In the case of a disaster requiring evacuation of the UA, but in which services and communication are intact, we will communicate with residents through the GME website with up-to-date postings of information and resources, as well as responses to specific questions via our email network.
b. In case of loss of communication systems and evacuation, we will partner with the University of New Mexico (UNM), 505-272-6225 to post information on its GME website and UACOM residents/fellows will temporarily be accommodated in Albuquerque. A connected administrative structure will be set up in Albuquerque at the UNM.

3. An extreme emergent situation is a local event that affects resident education or the work environment but does not rise to the level of a disaster. Declaration of an extreme emergent situation may be initiated by a Program Director or by the DIO in collaboration with the affected hospital's CEO or designee, affected Program Directors, and Department Chairs.
4. After declaration of an extreme emergent situation:
    a. The Program Director of each affected residency or fellowship program shall meet with the DIO and other university/hospital officials, as appropriate, to determine clinical duties, schedules, and alternate coverage arrangement for each program sponsored by the Institution. ACGME's guidelines for development of these plans should include:
        i. Residents and fellows must be expected to perform according to the professional expectations of them as physicians, taking into account their degree of competence, level of training and context of specific situation.
    b. Program Directors will remain in contact with the DIO regarding implementation of action plans and additional resources, if needed.
    c. The DIO will notify the ACGME Institutional Review Committee Executive Director if the extreme emergent situation causes serious, extended disruption that may affect the Institution's or Program(s)'s ability to remain in substantial compliance with ACGME requirements.
    d. The DIO and the GMEC will meet with affected Program Directors to establish monitoring to ensure the continued safety of residents, fellows and patient through the duration of the situation; to determine that the situation has been resolved; and to assess additional actions needed, if necessary, to restore full compliance with each affected residents' or fellows' completion of their educational program requirements.

DUTY WORK HOURS

All residency and fellowship programs sponsored by University of Arizona College of Medicine Phoenix and Tucson shall be in compliance with the Resident Duty Hour requirements established by the Accreditation Council for Graduate Medical Education (ACGME).

Duty Hours

1. Duty hours are defined as all clinical and academic activities related to the training program: patient care (inpatient and outpatient), administrative duties related to patient care, the

provision for transfer of patient care, time spent in-house during call activities, and scheduled academic activities such as conferences. Duty hours DO NOT include reading and preparation time spent away from the duty site.

2. Duty hours must be limited to 80 hours per week when averaged over a four-week period, inclusive of in-house call activities AND ALL MOONLIGHTING (PGY 1 residents are not permitted to moonlight).
3. Residents and fellows must be provided with 1 unscheduled day in 7 free from all educational and clinical responsibility, averaged over a 4-week period, inclusive of call. One day is defined as on continuous 24-hour period free from all clinical, educational and administrative activities. Home call cannot be assigned on free days.
4. Duty periods for PGY-1 residents must not exceed 16 hours of continuous duty. Duty periods for PGY-2 residents and above may be scheduled to a maximum of 24 hours of continuous duty in the hospital. After 24 hours of continuous duty, residents and fellows are limited to up to four additional hours during which his/her activities are limited to participation in didactic activities, transfer of patients care and maintaining continuity of medical and surgical care. Strategic napping, especially after 16 hours of continuous duty and between the hours of 10:00 p.m. and 8:00 a.m., is strongly suggested.
5. In some circumstances, residents or fellows may remain beyond their scheduled period of duty to continue to provide care to a single patient. Justifications for such extensions of duty are limited to reasons of required continuity for a severely ill or unstable patient, academic importance of the events transpiring, or humanistic attention to the needs of a patient or family. Under these circumstances, the resident or fellow must:
    a. Appropriately hand over the care of all other patients to the team responsible for their continuing care; and,
    b. Document the reasons for remaining to care for the patient in questions and submit that documentation in every circumstance to the Program Director.
    c. The Program Director must review each submission of additional service and track both individual trainee and program-wide episodes of additional duty.
6. PGY-1 residents should have 10 hours, and must have eight hours, free of duty between scheduled duty periods. Intermediate-level residents (as defined by the Review Committee) should have 10 hours free of duty, and must have eight hours between scheduled duty periods. They must have at least 14 hours free of duty after 24 hours of in-house duty.

On-call Activities

1. The objective of on-call activities is to provide residents with continuity of patient care experiences throughout a 24-hour period. In-house call is defined as those duty hours beyond the normal work day, when residents are required to be immediately available in the assigned institution.
    a. PGY-1 residents do not take at-home call.
    b. PGY-2 residents and above must be scheduled no more frequently than every third night, for in-house call, average over a 4-week period.
        i. At-home call must not be so frequent or taxing as to preclude rest or reasonable personal time for each resident or fellow.

ii. When residents or fellows are called into the hospital from home, the hours spent in-house are counted toward the 80-hour limit but do not initiate a new "off-duty period."
iii. The Program Director and the faculty must monitor the demands of at-home call in their programs and make scheduling adjustments as necessary to mitigate excessive service demands and/or fatigue.

2. Any resident or fellow who feels he/she is unsafe to drive himself/herself home after work may arrange for alternate transportation and, if applicable, request reimbursement from the program.
3. The GME Office will request action plans from individual programs that are felt to be not in compliance. The GME Office encourages programs to involve residents and/or fellows in the preparation of these plans. The GME Office will request monthly progress reports at the GMEC concerning program's efforts at compliance.

EDUCATION ON STRESS, SLEEP DEPRIVATION, FATIGUE AND SUBSTANCE ABUSE

The UACOM as the sponsoring institution ensures that each program provides effective educational experiences for residents and fellows that lead to measureable achievement of educational outcomes in the specific sub-specialties and in the ACGME competencies with regard to personal health.

Each program must ensure that residents and fellows are educated on a yearly basis in stress, sleep deprivation, fatigue and substance abuse.

ELIGIBILITY AND SELECTION OF RESIDENTS

All ACGME accredited programs in the COM are required to participate and attempt to fill all entry-level positions through the NRMP Match or another national matching program. This policy applies to all programs for which matching services are available.

The selection of U.S. allopathic senior students is ONLY available through the NMRP Match or other national matching programs. When programs select residents from outside the national match, residents will be deemed eligible by the GME Office following eligibility standards as established by the ACGME.

1. Applicants are considered eligible if they meet one of the following:
    a. Graduates of medical schools in the U.S. and Canada accredited by the Liaison Committee on Medical Education (LCME).
    b. Graduates of colleges of osteopathic medicine in the U.S. accredited by the American Osteopathic Association (AOA).
    c. Graduates of medical schools outside the U.S. and Canada who meet one of the following qualifications:
        i. Have received a currently valid certificate from the Educational Commission for Foreign Medical Graduates (ECFMG) **PRIOR** to appointment, or

ii. Have a full and unrestricted license to practice medicine in a U.S. licensing jurisdiction in which they are training.

d. Graduate of medical schools outside the U.S. who have completed a Fifth Pathway program provided by an LCME-accredited medical school.

e. Fellows entering an ACGME accredited fellowship program must be a graduate of an ACGME accredited or ACGME-I accredited residency.

2. Visas
   a. UACOM programs will accept applicants with a J-1 Visa status.
   b. Requests for other visas will be reviewed on a case by case basis.

3. Resident Selection
   a. All residents and fellows should be appointed only when their documented prior experience and attitudes demonstrate the presence of the abilities necessary to master successfully the clinical knowledge and skills required of all program graduates.
   b. All residents and fellows must have demonstrated understanding and facility in using the English language.
   c. UACOM will ensure that its ACGME-accredited programs select from among eligible applicants on the basis of residency program related criteria such as their preparedness, ability, aptitude, academic credentials, communication skills, and personal qualities such as motivation and integrity. UACOM programs will not discriminate with regard to sex, race, age, religion, color, national origin, disability, sexual orientation, gender identity, or any other applicable legally protected status.
   d. If a selected resident or fellow cannot satisfy all eligibility requirements as of the start date of the program, employment will not commence or will be suspended immediately pending proof of eligibility with NO RIGHT TO REVIEW.

4. Falsification or Material Omission on Application Documents
   a. Any falsification or material omission on any application document will be considered Physician Misconduct and warrant immediate Disciplinary Action up to and including dismissal, as defined and outlined in Section II, Due Process Guidelines & Policies.

EVALUATIONS OF RESIDENTS AND FELLOWS

All residency and fellowship programs must demonstrate that they have an effective plan for assessing resident and fellow performance throughout the program and for utilizing the results to improve resident/fellow performance.

This plan should include:

1. The use of methods that produce an accurate assessment of the trainee's competence in patient care, medical knowledge, practice-based learning and improvement, interpersonal and communication skills, professionalism, and systems-based practice.

a. Mechanisms for providing regular and timely performance feedback to residents and fellows that includes, at a minimum:
    i. Faculty evaluations of resident/fellow's performance during each rotation or similar educational assignment, and document this evaluation at completion of the assignment.
    ii. Use of multiple evaluators. Appropriate sources of evaluation include faculty, patients, peers, self and other professional staff.
    iii. Written semi-annual evaluation this is communicated to each resident/fellow in a timely manner.
    iv. The maintenance of a record of evaluation for each resident/fellow that is accessible to the trainee.

2. The Program Director must provide a final evaluation for each resident/fellow who completes the program. The evaluation must include a review of the trainee's performance during the final period of education and should verify that the individual has demonstrated sufficient competence to enter practice without direct supervision. The final evaluation must be part of the trainee permanent record maintained by the Institution.

FAMILY MEDICAL LEAVE (FMLA)

1. Any resident or fellow is eligible to request a Family Medical Leave if he/she has been a Banner Health employee for at least one year and has worked at least 1250 hours in the 12-month period previous to the FMLA leave request. If eligible, the resident or fellow is entitled to take up to 12 weeks of unpaid leave during any 12-month period for one or more of the following reasons:
    a. The birth of a child,
    b. The adoption of a child or the placement of a foster child,
    c. To care for a seriously ill spouse, child or parent, or
    d. A personal health condition making it impossible for the resident/fellow to perform his/her job.

2. When a resident or fellow applies for a disability benefit, it will be considered that the resident/fellow also applied for a Family Medical Leave. The time period for which the resident/fellow is receiving a disability benefit will be counted toward the 12 weeks for which he/she may be eligible for Family Medical Leave.

FINGERPRINT CLEARANCE CARDS

1. All residents and fellows must obtain a valid fingerprint clearance card, in accordance with A.R.S. §15-1881 and provide a copy of such card to the GME Office prior to the start of their training program.
2. Any resident or fellow who is unable to obtain a fingerprint clearance card will be ineligible for participation in the training program.
3. Individuals apply for fingerprint clearance cards through the Department of Public Safety (applications available in the GME Office).
4. The UACOM does not reimburse for the expenses related to applying for or maintaining fingerprint clearance cards.

HOUSESTAFF COUNSELOR

1. Access to confidential counseling and psychological support services are offered to all residents/fellows and their families.
    a. The Housestaff Counselor is available through flexible office hours and pager service. Contact the receptionist at (520) 325-9176 and identify yourself as a resident or fellow.

INTERNATIONAL MEDICAL GRADUATES

1. An international medical graduate (IMG) is defined as any physician who received his/her medical degree from a medical school located outside the U.S. or Canada. The location of the medical school, not the citizenship of the physician, determines whether the graduate is an IMG.
2. Certification by the ECFMG is required for all IMGs to participate in any UACOM residency or fellowship program. A copy of the resident's or fellow's valid ECFMG certificate must be provided PRIOR to starting a training program. If the resident/fellow is unable to obtain a valid ECFMG certificate prior to the start of the program, the resident/fellow will be ineligible to begin the program and may be terminated from the program with no right to review or additional due process.
3. Any resident or fellow who is not a U.S. citizen is responsible for supplying documentation demonstrating his/her ability to work legally in the U.S. Employment will not commence or will cease immediately with NO RIGHT TO REVIEW should the individual's visa expire or should he/she be unable to document his/her ability to work legally in the United States.

LEAVES OF ABSENCE

Leave of Absence

1. Leaves of absence will be granted in accordance with Banner Health policy. Because of each specialty board's requirements, sick time, vacation time and combined leave should not exceed the cumulative time allowed by the specific specialty. Should the allowed cumulative leave time be exceeded, the resident or fellow will be required to extend the length of his/her training program.
2. The Program Director shall specify the make-up period, the educational goals and the requirements of the relevant specialty. The curriculum agreed upon by the Program Director and resident/fellow will be documented.
3. During any extension period, the resident/fellow shall receive appropriate salary and benefits for the level of training.
4. A compelling personal issue may prompt the resident or fellow to request an extended Personal Leave of Absence (PLOA), which the Program Director may approve. PLOAs are available, with approval, for no more than 12 weeks; however, such leave will be limited to no longer than the resident or fellow's length of employment. Medical, dental and life insurance may continue if the resident/fellow pays the full cost.
5. A resident or fellow may qualify for leave under the Family Medical Leave Act (FMLA) to address their own medical issue or the medical issue of an immediate family member. The

resident or fellow should discuss eligibility for this type of leave with Banner Human Resources.

MALPRACTICE (PROFESSIONAL LIABILITY COVERAGE)

1. Banner Health provides professional liability coverage for residents/fellows. Such coverage extends to professional acts occurring in the course of resident/fellow's responsibilities in the Training Program. This insurance provides coverage on an "occurrence" basis, or if claims made it will include unlimited extended claims reporting coverage (tail). *This insurance does not cover resident/fellow for any activities performed outside the scope of the training program responsibilities. (e.g.,"Moonlighting").* Any resident/fellow exceptions must have prior approval from Banner Health's Risk Management.
2. A resident/fellow must contact Banner Health's Risk Management department as well as the Program Director whenever he/she becomes aware of an event that may lead to a claim or if he/she receives a subpoena or claim. Risk Management is available 24 hours a day at 602-747-4799.
3. If a resident or fellow receives a subpoena, contact Jorge Erives Grijalva at (602) 747-4507.

MEAL POLICY

1. Per ACGME requirements, all Banner – University Medical Center (BUMC) facilities offer residents and fellows access to food 24 hours a day while on call.
2. Residents and fellows will be given meal cards with a preset amount. The dollar amount is determined by the individual Program according to its call schedule. There is a $10 fee if a meal card is lost or destroyed. The meal cards are renewed at the beginning of each academic year.
3. The amount programmed for each resident or fellow is provided to cover those meals while on required call. It is not intended to provide meals or snacks for other workers or family members nor is it intended to provide for meals for those days when the resident/fellow is not on call.

MOONLIGHTING

1. Any resident/fellow who wishes to engage in professional activities outside the educational program for remuneration ("Moonlighting") must obtain prior written approval from the Program Director of his/her training program and the Institutional DIO, if applicable. This statement of permission will be included in the resident/fellow's file. Residents and fellows will not be required to engage in Moonlighting.
    a. Moonlighting must not interfere with the ability of the resident/fellow to achieve the goals and objectives of the educational program.
    b. Time spent in Internal and External Moonlighting must be counted towards the 80-hour Maximum Weekly Hour Limit.
    c. PGY-1 residents are not permitted to moonlight.
2. The Program Director will:
    a. Require a prospective, written request to moonlight.
    b. Monitor the resident/fellow's performance to assure that the duty hour limits are not violated. Program Directors are also responsible for making sure that resident/fellow

fatigue is not contributing to diminished learning or performance, or interfering with patient safety. If duty hours are exceeded, or resident/fellow's performance is noted to be suboptimal, the Program Director has the authority to revoke the resident/fellow's Moonlighting privileges.

c. The resident/fellow will acknowledge by signature that, if required, he/she:
    i. Has an independent medical license to participate in such activity
    ii. Has the necessary DEA number (independent of the hospital's DEA number) to prescribe controlled substances, if applicable
    iii. Has the necessary professional liability coverage separate and apart from the training program coverage, and
    iv. Will not depend upon hospital personnel, supplies, equipment, e.g., hospital operators, secretaries, etc. for providing assistance in fulfilling the duties and responsibilities of such activities.

3. Professional activities for which resident/fellow receives remuneration over and above his/her usual stipend may be considered part of the residency curriculum, thereby qualifying the resident and supervisors for Banner professional liability coverage, as long as:
    a. There is qualified supervision;
    b. The experience provided would be difficult to obtain otherwise;
    c. The experience is preapproved for curricular credit on an individual basis by the Program Director and DIO, if applicable and
    d. An evaluation is completed by the supervising physician(s) based upon the objectives of the experience.

4. **Each residency or fellowship program may add to the requirements or restrict moonlighting as it sees fit so long as the above basic elements are met.**

ON-CALL AND HOLIDAYS

Holidays are treated as weekend days. Residents/fellows can be expected to be on call for some and off for others as determined by their program. Some holidays at the VA are not considered holidays at Banner Health.

ON-CALL FOR RESIDENTS ROTATING BETWEEN DEPARTMENTS

In order to ensure that residents do not have back-to-back call nights when rotating from one department to the next, the involved programs will coordinate the call schedules.

ON-CALL ROOMS

Residents, fellows, and medical students will have access to on-call rooms. Each training program has specified sleep rooms. Please respect their assignments.

PAGERS

1. Each resident/fellow will be issued a pager. Pagers are one of the major means by which people in the Medical Center communicate with each other. Resident/fellow is expected to keep the pager functional and turned on during work and on-call hours (including electives).
2. Resident/fellow is expected to respond to a pager call in an appropriate time frame.
3. Should a pager not work due to normal wear and tear it will be replaced at no charge by the resident/fellow's program. If the pager is stolen, lost or damaged, the resident/fellow will be charged a $25 replacement fee. The resident/fellow will be provided a new pager once the fee is received.

PARKING

Resident/fellow will be issued a name badge that will provide access to a designated parking area. Resident/fellow will not park at the Medical Center outside that parking area.

PATIENT RELATIONSHIPS

1. Residents/fellows should introduce themselves by name and ensure that the patient and family knows them by name.
2. Residents/fellows should explain their role in the care of each patient they attend.
3. It is appropriate to address patients by their surname preceded by Mr., Ms., Dr., etc. Residents/fellows are encouraged to ask patients how they wish to be addressed.
4. It is essential to explain to patients what is happening to them, what is recommended for them, and what the benefits and risks of your recommendations are.

PAYCHECKS

1. The first paycheck for residents and fellows will be issued on the first payday following start date. Paychecks will be distributed every two weeks thereafter.
2. Direct or automatic deposit of your paycheck is available through Banner Health. After signing up for the program, it takes one to two pay periods for the direct deposit to begin. Resident/fellow can receive a receipt of deposit to verify that the money was transferred to their account through the Banner Health MyHR/EMSS. Residents/fellows should contact their program coordinator for more information.

PROMOTION AND GRADUATION

1. Residents/fellows are advanced to positions of higher responsibility on the basis of evidence of their satisfactory progressive scholarship and professional growth.
2. Program Directors must provide annual letters of promotion and Summative Letters to the GME Office.
3. Each Program Director must prepare a summative evaluation for reach resident/fellow upon completion of his/her training program. This evaluation must document the trainee's performance during the final period of education, become part of the trainee's permanent record and, must be accessible for review by the resident/fellow.

4. The summative evaluation must assess to what extent the resident/fellow has mastered each component of clinical competence, including:
    a. Patient care;
    b. Medical knowledge;
    c. Practice-based learning and improvement;
    d. Interpersonal and communication skills;
    e. Professionalism; and
    f. Systems-based practice.
5. In addition, the summative evaluation should verify that the resident has demonstrated sufficient competence to enter practice without direct supervision.

SCRUBS

1. All residents and fellows will have access to ScrubEx vending machines in the hospital facility.
2. A preset number of scrubs will be available as determined by the individual programs. Once that preset number has been dispensed, scrubs will need to be returned before another set is available. Should you encounter any problems please contact your Program Coordinator.
3. Scrubs at BUMCS will be stocked by the various call rooms.

SECURITY ID BADGES

1. Residents and fellows must wear their issued Banner Health ID badge while on duty in a visible, conspicuous place with name and picture unobstructed.
2. If the hospital is on lock-down, access to the facility will require an ID Badge.

SUBPOENAS

1. A residents/fellows must contact Banner Health's Risk Management department as well as their Program Director whenever they become aware of an event that may lead to a claim or if they receive a subpoena or claim. Risk Management is available 24 hours a day at 602-747-4799.
2. If a resident or fellow receives a subpoena, contact Jorge Erives Grijalva at (602) 747-4507.

SUPERVISION

1. The Faculty have an ethical and legal responsibility for the overall care of their patients and for the supervision of students, residents, and fellows involved in the care of their patients. A chain of command that allows for graduated authority and increasing responsibility as clinical experience is gained is essential for trainees. Judgements regarding this delegation of responsibility must be made by the faculty member based upon their direct observation and knowledge of each trainee's skill and ability according to the requirements of the program's Clinical Competency Committee (CCC).
2. All residents and fellows should be appropriately supervised, consistent with proper patient care, the educational needs of the trainees, and the applicable ACGME and CCC requirements.

3. The amount of supervision required for each resident/fellow shall vary according to the critical nature of each patient and be commensurate with the level of training, education and experience of the resident/fellow that is involved with the patient's care.
4. Residents and Fellows directly report to the Program Director of their respective programs. Each Program Director will establish detailed, written policies for supervision, which must include any and all ACGME specialty-specific program requirements related to resident/fellow supervision.
5. Programs are responsible to provide up-to-date supervision policies to the GME Office.
6. Each Program Director has the authority to assign the daily tasks and responsibilities of the residents/fellows within the Program. Reassignment of duties is not considered disciplinary action; residents/fellows have no right to review of reassignment of duties.

TRANSITION OF CARE

1. Each program will create its own method to accomplish transition of care that is based upon the needs of the patient, resident or fellow, and faculty that is safe, effective/efficient and protective of the patient's privacy.
2. Programs must design clinical assignments to minimize the number of transitions in patient care.
3. Programs must ensure that residents/fellows are competent in communicating with team members in the hand-over process.
4. There must be the availability of schedules that inform all members of the health care team of attending physicians and residents/fellows currently responsible for each patient's care.

VACATION LEAVE

1. A resident or fellow may use vacation leave with the Program Director's approval and subject to the staffing needs of the program.
2. Residents and fellows are provided four one-week periods of vacation leave each academic year, to be used upon a mutually agreed upon time by the resident or fellow and Program Director.
3. Vacation leave cannot be carried over from one academic year to the next.
4. Residents and fellows do not participate in Banner Health's Paid Time Off (PTO) plan.

VISITING RESIDENTS/FELLOWS

1. All visiting residents/fellows interested in participating in elective rotations at the UACOM must complete the Visiting Resident Application (available at http://medicine.arizona.edu/education/graduate/graduate-medical-education/university/applicants/visiting).
2. Participation in any elective rotation will be allowed on a space-available basis. Selection dates must have final approval from host Program Director.
3. The UACOM requires a completed Program Letter of Agreement (PLA) with the Home Institution prior to participation in UACOM program.
4. All visiting residents/fellows will check in with the GME Office at the start of their rotation.

SECTION II

DUE PROCESS GUIDELINES and POLICIES

PROCEDURES FOR DISCIPLINARY AND NON-DISCIPLINARY ACTION

I. Purpose/Expected Outcome:

A. The procedures described below govern the non-disciplinary and disciplinary actions that can be taken against residents and fellows (collectively referred to as "residents"). Residents are physicians under contract in an accredited/non-accredited graduate medical education program who have privileges to practice medicine under specified conditions for a designated, limited period of time. While performing their duties as a resident during the time specified in the contract, they are afforded procedural rights as described below. Residents are not entitled to procedural rights afforded under the Banner University Medical Staff Bylaws, the Human Resources policies of Banner University Medical Center or of Banner University Medical Group, nor the Human Resources policies of the University of Arizona.

B. Disciplinary action is any action imposed on a resident because he or she fails to meet established standards. It is categorized into three major areas: Below Standard Performance, Professional Misconduct, and Impairment.

1. Below Standard Performance is when a resident does not demonstrate the requisite breadth or depth of skills, attendant knowledge, or judgment needed to address clinical matters expected for a resident at that level of education in that specialty.
2. Physician Misconduct is when a resident fails to fulfill the requirements or standards set forth by applicable professional organizations, the ACGME, or the law or when a resident violates the policies and procedures of Banner Health, Banner – University Medical Group and/or the University of Arizona. Residents must be familiar with and abide by the codes, rules and regulations of the American Medical Association, American Osteopathic Association, applicable specialty boards, Arizona Medical Board (AMB), the Osteopathic Board of Examiners (OBEX) and other licensing agencies, including those pertaining to professional conduct.
3. Impairment is when a resident has a physical or mental illness, including substance abuse, which may affect the resident's performance.

C. Incident reports, regular evaluations, and other routine information gathered in the course of the evaluation of a resident do not constitute a request for non-disciplinary or disciplinary action, but these findings may result in the initiation of investigations.

D. This policy does not deal with delinquent medical records, which is covered under a separate policy. However, disciplinary action may be taken if records are repeatedly delinquent.

E. Notice of any action or decision under these due process procedures shall be made in writing and delivered to the affected resident via his or her employee email address or the resident's designated preferred email. All deadlines will be calculated beginning the calendar day after the date of the email.

F. Nothing in these procedures is intended to impede the authority of the Program Director to assign the job duties and responsibilities of a resident or fellow at all times, including the decision to assign a resident to clinical, non-clinical, research, or other duties at specified locations as deemed appropriate by the Program Director.

G. The University of Arizona College of Medicine – Phoenix and College of Medicine – Tucson, as the sponsoring institutions, will make the final determination with regard to a resident's participation or advancement in a residency program.

H. These procedures are intended to guide the sponsoring institutions through a reasonable decision-making process that provides residents and fellows with notice and an opportunity to be heard. Minor deviations from these procedures that do not deprive the resident or fellow of notice or opportunity to be heard will not render a decision invalid.

II. Non-disciplinary Action

A. Whenever the performance or conduct of a resident suggests the need for intervention or improvement short of disciplinary action, the residency Program Director or designated faculty member (referred to herein as "Program Director") shall investigate the matter, discuss it with the involved resident and determine the next steps.

B. If, in the judgment of the Program Director, the matter warrants non-disciplinary action, he/she will take such action and subsequently advise the program's Clinical Competency Committee (CCC).

C. The Program Director may take any non-disciplinary action deemed appropriate, including placing the resident on Administrative Leave pending an investigation into allegations of Below Standard Performance, Physician Misconduct, or Impairment.

D. Non-disciplinary actions are not considered disciplinary in nature. The resident has no right of appeal of a non-disciplinary action. However, if the resident believes the action was not warranted, he/she may submit documentation of such belief to the CCC. The CCC may, in its sole discretion, review the submission and decide whether to take action. The CCC will inform the resident in writing of its decision.

E. The Program Director may take any non-disciplinary action deemed appropriate, including but not limited to:

1. Issue a letter of concern;
2. Allow a leave of absence for personal reasons;
3. Require that a resident obtain an assessment to determine possible substance impairment;
4. Refer the resident to Occupational Health where impairment relates to job performance;
5. Require the resident to repeat one or more rotations if such rotation(s) do not extend the program;
6. Require the resident to complete training in the Banner Simulation Center;
7. Require the resident to submit a formal action plan, which may include a variety of actions such as required readings and tests;
8. Require the resident to establish mentor relationships with identified members of the faculty or senior residents;
9. Require the resident to meet on a scheduled basis with identified members of the faculty or senior residents;
10. Assign or reassign the resident to clinical, non-clinical, research, or other duties at specified locations as deemed appropriate by the Program Director.

F. **The Program Director may begin Disciplinary Action (below) without having first utilized a Non-Disciplinary Action.**

III. Disciplinary Action

A. Whenever the performance or conduct of a resident suggests the need for disciplinary action, the residency Program Director shall consult with the Graduate Medical Education (GME) Office to determine the appropriate next steps. The Program Director may also discuss the performance or conduct with involved individuals.

B. If, in the judgment of the Program Director, the matter warrants disciplinary action, the Program Director may bring the issue, along with recommendations, before the program's Clinical Competency Committee (CCC) for deliberation and recommendation.

1. If consulted, the CCC may recommend any actions deemed appropriate to address the matter, including, but not limited to, one or more of the following actions:
   a. Require that the resident successfully complete additional training as specified by the CCC;

b. Place the affected resident on probation, specifying the behaviors/performance issues that must be remedied;
c. Recommend that the disciplinary action be mentioned on the resident's summative letter;
d. Recommend that the resident be suspended for a specified period of time;
e. Recommend that the resident's contract not be renewed for the subsequent year;
f. Withhold a recommendation that the resident be allowed to sit for the designated board examination in his/her specialty;
g. Withhold a recommendation that a certificate of satisfactory completion be awarded the resident;
h. Recommend that the resident be dismissed from the residency program.

C. The Program Director will make a recommendation for disciplinary action, which recommendation may be made before or after consulting with the CCC. The Program Director will notify the resident of that recommendation in writing to the resident's employee email address or designated preferred email address and, whenever practicable, meet with the resident to discuss the decision.

D. The resident shall have seven (7) calendars days to submit a written request for reconsideration to the Program Director.

E. If reconsideration is requested timely, the resident (and a non-speaking advisor if requested) will have the right to appear before the CCC and present evidence and a statement on his or her behalf. The Program Director will also appear and may request the presence of a non-speaking advisor. The right to appear does not include the right to be represented by counsel, or to call witnesses.

F. The CCC will consider the evidence and statements presented by the resident and the Program Director and will provide the resident and Program Director with written notice of its decision on the recommended disciplinary action(s) within seven calendar days of the appearance before the CCC. The CCC may uphold, modify, or reject the Program Director's decision. The CCC is entitled to the presence of a non-speaking advisor during the resident's appearance and the CCC's subsequent deliberation.

G. Failure to timely request reconsideration constitutes a waiver of the right to request reconsideration by the CCC and the right to appeal to the Graduate Medical Education Committee (GMEC). The Program Director's decision will then become final, immediately, with no further review available.

H. In the event the CCC upholds the Program Director's decision to impose discipline, the recommendation may be immediately implemented, pending appeal to the GMEC. If the Program Director's decision to dismiss the resident from the Program is upheld, the resident will be assigned to (or remain on) non-clinical duties and will continue to receive pay while the matter is resolved on appeal, if requested.

I. In the event the CCC upholds or modifies the Program Director's imposed disciplinary action(s), the resident shall have the right to appeal to the GMEC.
   1. The resident shall have (7) calendar days after receiving the CCC's decision on the imposed disciplinary action to deliver a written request for appeal to the Designated Intuitional Official (DIO). The DIO will inform the Chair of the GMEC of the request for an appeal.

J. Failure to request an appeal in the time and manner specified shall constitute a waiver of the right to appeal, and the Program Director's recommended disciplinary action shall become final, immediately, with no further review process available.

K. If the affected resident requests an appeal to the GMEC, the appeal will be reviewed on the following terms:
   1. The resident and Program Director will receive 14 calendar days advance notice of the date, time and location of the appeal, unless the resident and Program

Director agree to a shorter notice period. This notice will also include the names of the GMEC members who are appointed to hear the appeal.

a. Appeals will be heard by a Review Panel of no less than five members of the GMEC, selected by the GMEC Chair, one of which must be a resident or fellow. The GMEC Chair will name a Review Panel Chair. The Review Panel members must be impartial and have no involvement with any underlying investigation or the decision to impose disciplinary action.
b. In the event five GMEC members are unavailable, the GMEC Chair may select a Review Panel member from the faculty.
c. The DIO may appoint an attorney to advise the Hearing Panel.

2. The resident and the Program Director have the right to appear before the selected GMEC Review Panel, to bring witnesses to speak on their behalf, and to question any witness.
   a. At least seven calendar days prior to the review, the resident and the Program Director shall notify the Review Panel Chair of the name of each witness he/she intends to bring to the hearing along with a brief description of the witness' anticipated statements.
   b. The Review Panel Chair may exclude any witness deemed immaterial to the recommended disciplinary action or whose statements will be redundant to other witnesses.
3. The resident and the Program Director may submit documents for the Review Panel to consider. The resident's documents may include a written statement in support of the resident's position.
   a. All documents must be submitted to the Review Panel Chair at least seven calendar days prior to the review.
   b. The Review Panel Chair will distribute the documents to the Review Panel members, the Program Director and the affected resident at least 5 calendar days prior to the review.
4. The resident may be accompanied by an advisor, who may or may not be an attorney. While the advisor may consult with and advise the resident during the review, the advisor shall not participate in any way in the proceedings.
   a. If the resident chooses to be accompanied by an advisor who is an attorney, the resident must notify the DIO and the GMEC Chair within seven calendar days of the request for an appeal.
5. An attorney may be appointed to consult and advise the Program Director during the review but shall not participate in the proceedings.
6. Legal fees and other costs, if any, shall be borne by each side on its own behalf.
7. The Review Panel may directly question the affected resident, the Program Director, and any witness at any time during the review.
8. The proceeding will be recorded only if a request for recording is submitted to the Review Panel Chair by the resident or the Program Director at least five calendar days prior to the review. The method of recording may be an audio recording or any other method selected by the Review Panel Chair.

L. The burden of persuasion is upon the resident to demonstrate that the recommendation of the Program Director and decision of the CCC were not justified based on the evidence.

M. The Review Panel shall conduct its deliberations privately. The Program Director, the resident, and their respective advisors will not participate in deliberations. The Review Panel shall make its decision within 14 calendar days following the review and shall prepare a written statement setting forth its determination and the reasons therefor. The determination of the Review Panel shall be final and binding and no further review or appeal is available.

1. The determination of the Review Panel will be sent to the DIO, who will distribute the decision to the resident, the Program Director, the GMEC Chair, the Dean of the College of Medicine, and the GME Office.
2. In the event the resident is placed on probation or dismissed, the GME Office will notify the AMB, the OBEX, and/or the ACGME as required.

N. The record of the hearing is confidential except (a) to the extent authorized in writing by the affected resident and agreed to by the DIO or (b) as may otherwise be appropriate in response to a governmental or legal process. The action of the Review Panel shall be disclosed in the same manner as all other recommendations and actions of the CCC and GMEC.

IV. Resident Impairment

A. Whenever a resident suspects that he, she, or another resident may be impaired, the resident should contact his or her Program Director and provide the details of the behavior or information leading to this concern. Whenever information suggests that a resident may be impaired, the Program Director will take necessary steps to determine whether credible evidence of impairment exists. If, in the judgment of the Program Director, no such evidence exists, the matter is dropped.

B. If, in the judgment of the Program Director, credible evidence exists to suggest impairment, the Program Director will institute the Drug Testing Policy protocol (below) and one or several of the following:
   1. Testing of bodily fluids for misuse of chemical substances according to the section on Drug Testing described below;
   2. Referral to an appropriate heath professional including a psychiatrist or other mental health professional;
   3. Periodic sessions with the resident's faculty advisor, Program Director or both; and/or
   4. Disciplinary action in accordance with the section on Procedures for Disciplinary Action previously described.

V. Drug Testing Policy

A. Because chemical substance (including alcohol, illicit and licit drugs) abuse may impair a physician's performance, tests for alcohol and chemical substances will be required at the time of the initial employment physical. In addition, testing will be required whenever evidence suggests that a resident may be currently impaired or may have been impaired at any time during the performance of residency duties ("for cause testing"). Residents who are on stipulation with AMB/OBEX or have signed a Stipulated Conditions of Employment Agreement will also be subject to random testing.

B. The Program Director or designee may require a resident to undergo for cause testing for drugs and/or alcohol. Cause for such testing shall include without limitation:
   1. Evidence of misuse of prescribed or non-prescribed drugs
   2. Evidence of use of alcohol or drugs while on duty
   3. Evidence of impairment while on duty
   4. Failure to meet duties and responsibilities that other residents regularly fulfill
   5. Repeated absences which are inadequately explained
   6. Repeated tardiness for scheduled responsibilities
   7. Bizarre or disruptive behavior
   8. Any performance which is overtly negligent
   9. Physical or verbal abuse toward any colleague, hospital staff member, office staff member or patient
   10. Any other circumstance which provides possible cause to believe that chemical substance abuse is present

C. All cases in which drug testing is required will be reviewed by the appropriate CCC.
D. Residents will be immediately placed on administrative leave pending the results of the drug test.
E. Any resident found to have tested positive will remain on Administrative Leave pending disciplinary action. All positive tests will be reported to AMB/OBEX. The resident will not be permitted to return to work until cleared by AMB/OBEX and Occupational Health and authorized by the Program Director and the DIO. Prior to such authorization, the resident must agree to comply with the conditions imposed by AMB/OBEX, Occupational Health, and the Program Director, including entering into and complying with the terms of the Banner Health Stipulated Conditions of Employment Agreement, which will include the conditions imposed by AMB and/or OBEX. Action taken by AMB/OBEX may be in addition to or concurrent with disciplinary action taken by the Program Director.
F. Continuation in the residency program after a positive test is conditional upon compliance with the terms of reinstatement and at the discretion of the Program Director and the CCC.
G. Any resident who subsequently has a positive test for the misuse of drugs may be immediately terminated from the residency program without appeal rights.
H. Any resident who refuses to take a urine test will be placed on Administrative Leave pending disciplinary action. All reports mandated by law will be made.
I. Performance and/or conduct issues suggesting evidence of impairment will be investigated and disciplinary action may be initiated as set forth above.

VI. Administrative Leave Procedure

A. The DIO and the Program Director or their designee shall have the authority to place a resident on Administrative Leave from his/her program or summarily impose limitations whenever such action must be taken in the best interest of patient care, in response to a positive drug screen, or to investigate a disciplinary matter. Such Administrative Leave shall be reported to the Program Director and the DIO and shall become effective immediately upon notification to the affected resident. A resident who is on Administrative Leave will be promptly informed of the parameters of the leave in writing by the Program Director. The Administrative Leave will remain in effect pending the Disciplinary Action Procedures, unless lifted by the DIO at his/her discretion. Banner may suspend a resident when such action must be taken in the best interest of patient care.

VII. Automatic Suspension

A. Action by ABM/OBEX revoking a resident's training permit to practice medicine will automatically terminate the resident's contract. Residents subject to automatic revocation will not be entitled to any of the procedural or appeal rights set forth in this manual. Action by AMB/OBEX suspending a resident's training permit to practice medicine will automatically result in suspension of the resident without pay and without appeal rights under these guidelines. The suspension will remain in effect for no more than one year. If the AMB/OBEX suspension remains in effect after one year, the contract will automatically terminate and the resident shall not be entitled to any of the procedural or appeal rights set forth in this manual. If within one year the resident's suspension is lifted and his/her training permit is reinstated, the affected resident has the right to appear before the CCC and request reinstatement into the residency program and to appeal an adverse decision as set forth in the Procedures for Disciplinary Action.

SECTION III

BANNER UNIVERSITY MEDICAL GROUP (BUMG) POLICIES

COMPLIANCE EDUCATION AND TRAINING PROGRAM

The purpose of the Compliance Education and Training Program is to facilitate the acquisition of these skills and knowledge to all Banner Health employees, medical staff members, directors and officers, and individuals not employed by Banner who, either directly or indirectly perform billing or coding functions for Banner Health or who provide direct patient care items or services on behalf of Banner (excluding vendors or suppliers whose sole relationship with Banner is the sale or lease of medical supplies and equipment to Banner Health).

In accordance with the Banner Health policy "Compliance Program Obligations", all Banner Health employees ("Covered Persons") are required to complete assigned compliance training by the due date assigned. New "Covered Persons" will be assigned compliance orientation training with a due date that is 30 days from the start of employment date. All "Covered Persons" will be assigned compliance training annually which must be completed before the "Covered Persons" annual evaluation or anniversary date with Banner Health.

These modules must be completed within the first 30 days of employment. Residents and fellows will have access to these modules as of the first day of orientation. An overview of how to access the mandatory compliance modules will be given during orientation.

Annual Mandatory Education for ALL Clinical - Patient Contact Employees: *(These modules are subject to change periodically)*

1. Compliance Code of Conduct
2. Early Heart Attack Care
3. Employee Handbook Acknowledgment
4. GHS Awareness – OSHA
5. HIPAA The Power of Privacy
6. Infection Control: Bloodborne Pathogen and TB Training
7. Patient Rights
8. Policy and Procedures End User Guide
9. Raising Compliance Issues
10. Safety – Employee Safety
11. Security and Workplace Violence
12. Stroke Alert

DELINQUENT RECORDS POLICY

Residents and fellows are responsible for ensuring that all applicable patient charts are completed, i.e. documented and authenticated, within their specified time period.

1. Residents/fellows are advised of incomplete documentation via their electronic physician inbox. A medical record is considered delinquent based on the time frames below.

Documentation Requirement	Timeframe	Exclusions
Emergency Room Report	Documented within 24 hours of discharge/disposition from the ED	
Admitting Progress Note	Documented within 24 hours of admission	
History & Physical	Documented within 24 hours of admission and before invasive procedure	
Consultation Reports	Documented within 24 hours of consultation	
Post op Progress Note	Documented immediately post-op when there is a delay in the availability of the full report	
Provider Coding Clarification	Completed within 7 days of notice.	
Operative Report	Documented immediately post-op and no later than 24 hours after the procedure.	
Special Procedures Report	Documented within 24 hours of notice.	
Discharge Summary Report	Documented at the time of discharge but no later than 24 hours after discharge.	Not required on all admissions less than 48hrs, or for normal vaginal deliveries and normal newborns
Discharge Progress Note	Documented at the time of discharge but no later than 24 hours after discharge for all admissions less than 48hrs or for normal vaginal deliveries and normal newborns.	
Death Summary Death Pronouncement Note	Documented at the time of death/disposition or within 24 hours of death. Completed at the time the patient is pronounced or within 24 hours of death.	
Transfer Summary	Documented at the time of transfer no later than 24 hours.	

Signatures	Authentication of transcribed or scanned reports and progress notes, within 7 days from the date of notice.	
Verbal Orders	Dated, time and authenticated within the timeframe specified by state regulation Alaska = 72 hours Arizona = 72 hours California = 48 hours Colorado = 48 hours Nebraska = 48 hours Nevada = 48 hours Wyoming = 24 hours	
Psychiatric Evaluation	Documented within 24 hours of admission	

2. The Health Information Management Services (HIMS) Department will send a weekly notice, via email, to the applicable residents/fellows regarding their incomplete documentation; the Program Director and/or designee will also be copied in this communication.

3. The Program Director or designee in each residency/fellowship program will also receive a weekly delinquency/professionalism update from the HIMS Manager or designee. The Program Director or designee will be responsible to contact the resident/fellow to remind them of their delinquent records.

4. Any resident/fellow who has delinquent documentation can be automatically suspended from regular residency/fellowship responsibilities and/or required to use vacation days to complete all of their incomplete records based on the guidelines set forth by their residency/fellowship program and director.

DISABILITY BENEFITS

Short Term and Long Term Disability (STD/LTD)

STD – provides benefits at the time disability or illness is incurred for lost work time for up to 26 weeks in a calendar year. Benefits begin immediately for non-occupational illness or injury. The Short Term Disability Plan protects your income if you cannot work due to an illness or injury. You are automatically enrolled. Residents/fellows will receive 100% of their pay while on STD.

LTD - If you remain disabled beyond the 26 week period for STD, you may be covered by a LTD policy which provides a monthly benefit of $2000 for as long as you are disabled or to age 65, whichever occurs first. Upon completion of your training, the insurance company guarantees that you will be able to continue the long-term disability policy if you pay the premiums. Enrollment is required.

DOCUMENTATION FOR EMPLOYMENT

All residents and fellows are responsible for supplying documentation demonstrating they are able to work legally in the United States. Employment will not commence or will cease immediately with NO RIGHT TO REVIEW should their visas expire or should they otherwise be unable to document their ability to work legally.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

Through CIGNA, Banner Health provides a valuable benefit to you and your family members by making available independent counseling assistance and referral for marital, family, emotional and chemical-dependency problems. CIGNA staff is dedicated to maintaining confidentiality. CIGNA is required in some cases to report to licensing authorities, or report when a violation of law or regulations can potentially affect patient care. - You can contact CIGNA by phone at 1-800-633-5954 or visit their website at www.Cignabehavioral.com , Employer ID: bannerhealth.

HARASSMENT POLICY

Banner Health is committed to providing a professional work environment that maintains employee equality, dignity, and respect. In keeping with this commitment, Banner Health strictly prohibits unlawful discriminatory practices, including, but not limited to, Harassment, Sexual Harassment and Retaliation. Harassment, Sexual Harassment and Retaliation, whether verbal, physical or environmental, are unacceptable and will not be tolerated.

Sexual harassment in the workplace is unacceptable and will not be tolerated from employees, patients, **visitors**, physicians, volunteers, or any others doing business with Banner Health. To ensure that Banner Health provides an atmosphere free of any behavior or conduct that could be interpreted by any reasonable person as sexual harassment, there is strict adherence to the system's Sexual Harassment Policy.

We are all responsible for helping to enforce this policy against harassment. If you have been the victim of prohibited harassment, have witnessed such harassment, or been the victim of sexual harassment, you must immediately notify your Program Director, DIO or the Banner Health's Affirmative Action office so the situation can be promptly investigated and remedied. Banner Health takes all complaints of discrimination or harassment seriously. It is our policy to investigate all harassment complaints thoroughly and promptly. We will maintain the confidentiality of those involved to the fullest extent possible.

HEALTH INSURANCE BENEFITS FOR RESIDENTS/FELLOWS, FAMILIES & MORE

I. Health Insurance Benefits – your benefits begin as of the effective date of your contract which is usually the first day of orientation. You must enroll by your enrollment deadline (31 days from your date of hire) or you will have to wait to enroll during the annual enrollment period and will be without coverage during that interim period. Additional information regarding plan details and co-pays, refer to enrollment guide at www.bannerbenefits.com.

a. Banner Health Benefits is a way to provide health benefits to you that allow you to design the benefits to more specifically meet the needs of you and your family.

b. Available health benefits options:
   - i. Medical Plan Choices
   - ii. Dental Plan Choices
   - iii. Vision Plan

c. Other Benefits options:
   - i. Legal Plan
   - ii. Flexible Spending Accounts/ Health Savings Account
   - iii. Basic or Optional Life Insurance Plan Choices
   - iv. Accidental Death and Dismemberment Insurance Choices
   - v. Home/Auto Insurance Choices
   - vi. Employees Choosing Health Options (ECHO)
   - vii. Credit Union
   - viii. Community Discount Programs

JURY DUTY

It is Banner Health's belief that you should be afforded the opportunity to serve as a juror, if called, without losing pay for the hours you are scheduled to work. Notify your supervisor immediately if you are called for jury duty so arrangements can be made for necessary work to be performed. You are responsible for coordinating your work time with your supervisor, if not on jury duty for a full shift.

OCCUPATIONAL HEALTH SERVICES POLICY AND PROCEDURE

The Occupational Health Services Department, or the designated area in those facilities without this service, is responsible for approving your return to work following an absence for an injury or illness for a duration of three (3) or more calendar days or following a Leave of Absence. You may be asked to present a physician's consent for return to work for any illness.

The Occupational Health Service may conduct routine tests on employees and other special tests as may be required from time to time. It is a condition for continued employment that you comply with the mandatory tests/immunizations as required by Occupational Health. Fitness for work examinations may be requested by management in consultation with Human Resources when there is a concern about your ability to continue to function in the role for which you are being paid.

PATIENT PHOTOGRAPHY, VIDEOTAPING, AND OTHER VISUAL IMAGING IN THE CLINICAL SETTING FOR TREATMENT OR TRAINING POLICY

I. Purpose/Expected Outcome:

a. To protect the privacy of patients and provide guidance to staff when obtaining a patient photograph for treatment or training.
b. To provide photo documentation, when appropriate, of a patient's care during initial assessment and at scheduled intervals to monitor progress in response to treatment.

II. Definitions:

a. **Medical Record:** Documentation maintained by Banner, which may be electronic or paper, of the health-related services provided to an individual in any aspect of healthcare delivery or healthcare status of such individual. (See Policy #6203), Content of the Official Patient Medical Record)
b. **Patient Photograph:** A patient picture or image recorded through a variety of visual means including still photography, videotaping, digital imaging, scans of photographs, etc.
c. **Training:** Those training programs conducted by Banner in which students, trainers, or practitioners in areas of health care/education under supervision to practice or improve their skills as health care providers, or training of non-health care professionals.
d. **Workforce:** Workforce means employees, volunteers, trainees, students, physicians, contracted staff or other persons who perform work for Banner Health.

III. Policy:

a. Original Patient Photographs taken for diagnostic monitoring and/or treatment purposes are considered part of the patient's Medical Record and are considered Protected Health Information (PHI). Banner equipment will be used when photographing patients for diagnostic monitoring and/or treatment.
b. When a Banner Health Workforce member requires a picture to be taken for Training purposes, personal equipment may be used but the Workforce member will be responsible for de-identifying the image/picture.
c. Photographs taken using a personal cell phone cannot be sent. The image must be downloaded at the facility and then promptly erased from the cell phone.
d. Practitioners will determine whether patients are permitted to take pictures or videos during treatment.
e. If the photograph is not stored with the Medical Record, a reference to its storage location will be noted in the Medical Record.
f. Banner Health's Medical Treatment Agreement (Conditions of Admission) documents the patient's consent to take and use photographs or videotaping of diagnostic and surgical procedures for treatment and Training purposes.
g. When parts of the body require photography, drapes and other material may be used to limit photography to the specific area of the body.
h. Patient Photographs, videotapes and other images taken for diagnostic monitoring and/or treatment purposes should be clearly identified with the patient's name, medical record number (MRN), location of body part photographed, date and time and the name and title of the requestor and picture taking person. Patient Photographs, videotapes and other images used for Training should not include patient's name or medical record number.
i. Photographs used to document patient care must be maintained according to the Records Retention and Destruction Policy, #5767.

REPORTING AND PREVENTION OF INFECTIONS IN HEALTH CARE WORKERS

Section A:

1. When a health care worker has an exposure to bloodborne pathogens, that worker should immediately contact the Post Exposure Prophylaxis hotline [(602) 747-8364] and his or her supervisor.
    a. The exposed health care worker or that health care worker's supervisor will initiate source testing using the procedure identified in the facility in which the exposure occurred.
2. The health care worker or that worker's supervisor will report all occupational exposures to Occupational Health on the Employee Industrial Incident Report

Arizona Revised Statue (A.R.S. 36-663)

HIV Pre-Test Counseling to include:

- Testing purpose, meaning of results and benefits of early diagnosis and treatment
- Nature of acquired immune deficiency syndrome and HIV-related illness, including information about behaviors posing a risk for transmitting the human immunodeficiency virus.
- Confidentiality protections for HIV related information
- HIV testing being voluntary and testing can be performed anonymously at a public health agency
- Law requires that positive test results are reported to public health agency
- Consent for testing may be withdrawn, in writing, at any time before blood is drawn.

Source Patient Testing

Counselor's Responsibilities

- Must be a licensed physician, RN, LPN, PA, Social Worker, counselor or therapist (A.R.S. Title 32).
- Perform counseling with patient/parent or legal representative
- Obtain consent for HIV testing
- HIV testing can be refused
- Obtain consent for release of HIV test results to exposed employee

Source Patient Lab and Consent Forms

- Sonora Quest Lab Form is "Source Patient Testing Requisition"
- Must use – Account # 60151 & Requisition #720529
- This assures that source patient is not billed for test

Two (2) Forms need to be Signed by the Source Patient:

- HIV Consent Form
- Communicable Disease Release of Information to Affected Health Care Worker

Both forms are to be faxed to the Medical Surveillance Coordinator @ (480)412-6449 – all results comes to Occupational Health and <u>no results</u> go in the patient's hospital medical record. All records are kept in Occupational Health.

Original Consents need to be mailed to:

- Patricia Nunez – Medical Surveillance Coordinator
- 2225 W. Southern Ave
- Banner Desert Medical Center
- Mesa, AZ 85002

Documentation in Progress notes the following:

- Counseling was performed
- Consent was obtained
- Test was performed as a result of employee exposure
- All questions answered

If consent for HIV testing is refused:

- Document this in progress notes
- Notify Occupational Health of refusal
- Inform Supervisor/designee of refusal
- HBsAG and HCV may be completed if physician order was obtained

If the patient/source patient is not competent to make a decision; the person(s) responsible for their care / power of attorney or responsible family member may make that decision form them.

RETIREMENT 401(k) PLAN

Banner Health's principal source for retirement income is the Banner Health system 401(k) Plan, matching savings plan where Banner Health contributes one dollar for each dollar that you contribute up to your first 4% of pay. You may enroll at any time after date of hire. Vesting begins immediately and company matching contributions begin after one year of service.

SUBSTANCE ABUSE STIPULATED RE-ENTRY POLICY

A stipulated re-entry agreement between Banner Health (Banner) and an employee may occur:

1. After the employee self-discloses a substance abuse problem and has completed a chemical abuse rehabilitation program.
2. When the employee returns from Disability related to a substance abuse problem.
3. When a new hire discloses that his/her license has been stipulated due to a substance abuse problem, or
4. When management becomes aware that an employee's license has stipulations or the employee is otherwise required to submit to monitoring for a substance abuse problem.

Prior to returning to work the employee will receive a medical evaluation by Banner Health Occupational Health Services (BOHS) or the facility Employee Health Office to determine the conditions of re-entry. A baseline forensic urine drug test collection will be done at the time of the medical evaluation. BOHS will provide counsel to Human Resources as to the conditions for the re-entry agreement. The medical evaluation will happen before the re-entry conference. BOHS/Employee Health will disclose only that information that is relevant to the re-entry process.

Human Resources will determine the conditions for re-entry and prepare a Stipulated Conditions of Employment Agreement. A re-entry conference will be held to review with the employee the conditions of the Agreement and obtain written agreement from the employee. The conference attendees will include the employee, his/her supervisor, Human Resources representative, and when possible BOHS/Employee Health provider who did the medical evaluation.

Terms of the agreement require that the employee remain in the program for a minimum of one year and during this time will be randomly urine and breath tested at least once a month. The employee will authorize Banner Health to contact his/her healthcare provider and/or counselor to determine if the employee is in compliance with the terms of the Agreement. The signed agreement will be placed in the employee's BOHS/Employee Health medical file and no other copies will be filed in Human Resources or the supervisor's file. The employee will be given a copy of the signed agreement.

Notification of random drug and breath testing will be administered through BOHS/Employee Health. BOHS/Employee Health will notify the employee's supervisor that the employee needs to be sent to BOHS for testing. The supervisor will determine what the best time is to send the employee to BOHS/Employee Health. Once the employee is notified by the supervisor he/she has one hour to report to BOHS/Employee Health. The supervisor will call the facility BOHS/Employee Health and advise them that the employee has been notified and should report within the hour. If the employee arrives after the one-hour time limit BOHS/Employee Health will still collect the specimen but will notify Human Resources of the last arrival of the employee. The employee is to be given a maximum of three hours to produce a urine sample. If a sample cannot be obtained within the timeframe the employee will be sent back to his/her department, and Human Resources and the supervisor will be notified. Human Resources and the department manager will make a decision as to what action is to be taken with the employee. If the employee remains employed and is called again within the month and does not give a specimen he/she will be terminated for non-compliance of the terms of the Agreement.

If the employee's drug/breath test is deemed positive by the Medical Review Officer, Human Resources will be notified. Human Resources will work with the supervisor in terminating the employee. Exceptions to this must have approval of the facility CEO and the Senior Vice-President – Human Resources.

TB SKIN TEST (mantoux 5TU)

Indication: Required annually for all employees of healthcare facilities unless previous documented positive response.

a) The Mantoux test should not be administered to anyone with a history of positive reaction
b) If MMR is also needed, give Tb test before MMR, simultaneously with it or 6 weeks after the MMR
c) Tb skin test can be given to pregnant women unless they have written request to hold it from their physician

Common side effects: None

Exhibit I

THE UNIVERSITY OF ARIZONA

The University of Arizona
Financial Services Office/Payroll
1303 E University Blvd, Box 4
Tucson, AZ 85719-0521

Pay Group:	APP-Appointed 12 Month	Business Unit:	UAZ00
Pay Begin Date:	10/12/2015	Wrnt./Adv.:	000000003759213
Pay End Date:	10/25/2015 ** Advice **	Check Date:	10/30/2015

			TAX DATA:	Federal	AZ State
Marcos A Teran	Employee ID:	01005385	Marital Status:	Single	n/a
	Department:	0704-Family and Community Medicine	Allowances:	1	0
	Location:	Main Campus	Addl. Amt:		
	Job Title:	Clinical Assistant I	AZ Wthold %.:		
	Pay Rate:		FICA %:		

HOURS AND EARNINGS

Description	Current Hours	Current Earnings	YTD Hours	YTD Earnings
Regular	80.00			
Holiday				
TOTAL:	80.00			

TAXES

Description	Current	YTD
Fed Withholdng		
Fed MED/EE		
Fed OASDI/EE		
AZ Withholdng		
TOTAL:		

BEFORE-TAX DEDUCTIONS

Description	Current	YTD
Medical Insurance		
Dental Insurance		
Vision Insurance		
Voluntary 403(b) Program		
FSA - Health		
TOTAL:		

AFTER-TAX DEDUCTIONS

Description	Current	YTD
Medical Insurance		
Dental Insurance		
TOTAL:		

EMPLOYER PAID BENEFITS

Description	Current	YTD
Long-Term Disability - State		
Workers' Compensation 1.0 Time		
Liability Insurance		
Medical Insurance		
Medical Insurance*		
Dental Insurance		
Dental Insurance*		
Basic Life Insurance - State		
FSA Employer Fee		
*TAXABLE		

	TOTAL GROSS	FED TAXABLE GROSS	TOTAL TAXES	TOTAL DEDUCTIONS	NET PAY
Current					
YTD					

YEAR-TO-DATE	VACATION	SICK	COMP
Start Balance			
+ Earned			
- Taken			
+ Adjustments			
End Balance			

NET PAY DISTRIBUTION

	Account Type	Account Number	Deposit Amount
Advice #000000003759213	Checking		
TOTAL:			

MESSAGE:

Bank of America

P.O. Box 15284
Wilmington, DE 19850

Customer service information

Customer service: 1.800.432.1000

TDD/TTY users only: 1.800.288.4408

En Español: 1.800.688.6086

bankofamerica.com

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

PARVANA A HARTENSTEIN
[redacted]

Your BofA Core Checking

for September 16, 2015 to October 15, 2015

Account number: [redacted]

PARVANA A HARTENSTEIN [redacted]

Account summary

Beginning balance on September 16, 2015	[redacted]
Deposits and other additions	[redacted]
Withdrawals and other subtractions	-[redacted]
Checks	-0.00
Service fees	-0.00
Ending balance on October 15, 2015	[redacted]

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Bank of America's Museums on Us® program gives you one FREE admission to over 150 cultural institutions during the first full weekend of every month.

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- Museums
- Botanical Gardens
- Science Centers
- And more

Deposits and other additions

Date	Description	Amount
09/18/15	UNIV OF ARIZONA DES:DIR DEP ID:22062425 INDN:HARTENSTEIN,PARVANA CO ID:BXXXXXXXXX PPD	[redacted]
10/02/15	UNIV OF ARIZONA DES:DIR DEP ID:22062425 INDN:HARTENSTEIN,PARVANA CO ID:BXXXXXXXXX PPD	[redacted]
[redacted]	[redacted]	[redacted]
Total deposits and other additions		[redacted]

Withdrawals and other subtractions

Date	Description	Amount
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
Total withdrawals and other subtractions		[redacted]

✓ To help you BALANCE YOUR CHECKING ACCOUNT, visit bankofamerica.com/statementbalance or the Statements and Documents tab in Online Banking for a printable version of the How to Balance Your Account Worksheet.

They're not just heroes, they're our neighbors

Join us in helping connect our returning service members and veterans to the things they need to make their lives better. Express your support using **#troopthanks** and we'll donate $1 (up to $1 million) to Wounded Warrior Project. For details, visit bankofamerica.com/troopthanks.

Join us at #troopthanks or bankofamerica.com/troopthanks.

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Verizon 12:07 PM

Done **Statement**

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Bank of America, N.A. Member FDIC and Equal Housing Lender

Bank of America

Your checking account

EMILY N LAWSON | Account # [redacted] | October 20, 2015 to November 16, 2015

Deposits and other additions

Date	Description	Amount
10/30/15	UNIV OF ARIZONA DES DIR DEP ID 22062500 INDN LAWSON KEVIN CO ID BXXXXXXXXX PPD	[redacted]
10/30/15	UNIV OF ARIZONA DES DIR DEP ID 22062426 INDN LAWSON EMILY NICOLE CO ID BXXXXXXXXX PPD	[redacted]
11/13/15	UNIV OF ARIZONA DES DIR DEP ID 22062500 INDN LAWSON KEVIN CO ID BXXXXXXXXX PPD	[redacted]
11/13/15	UNIV OF ARIZONA DES DIR DEP ID 22062426 INDN LAWSON EMILY NICOLE CO ID BXXXXXXXXX PPD	[redacted]
Total deposits and other additions		[redacted]

Withdrawals and other subtractions

ATM and debit card subtractions

Date	Description	Amount
[redacted]		

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Wilmington, DE 19850

Customer service information

Customer service: 1.800.432.1000

TDD/TTY users only: 1.800.288.4408

En Español: 1.800.688.6086

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Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

[redacted]
JASON THOMAS ANDERSON
7255 E SNYDER RD UNIT 7203
TUCSON, AZ 85750-6251

Your combined statement

for October 01, 2015 to October 31, 2015

Your deposit accounts	Account/plan number	Ending balance	Details on
Natl Childrens Cancer Society BofA Core Checking	[redacted]	[redacted]	Page 3
Regular Savings	[redacted]	[redacted]	Page 7
Total balance		[redacted]	

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Just bring your Bank of America® debit card and a photo ID.

Learn more at bankofamerica.com/artsonus.

- Museums
- Botanical Gardens
- Science Centers
- And more

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Bank of America

Your checking account

Account number: [redacted]

Your Natl Childrens Cancer Society BofA Core Checking

[redacted] **JASON THOMAS ANDERSON**

Account summary

Beginning balance on October 1, 2015	[redacted]
Deposits and other additions	[redacted]
ATM and debit card subtractions	[redacted]
Other subtractions	[redacted]
Checks	[redacted]
Service fees	[redacted]
Ending balance on October 31, 2015	[redacted]

Your account has overdraft protection provided by deposit account number
[redacted].

Deposits and other additions

Date	Description	Amount
10/02/15	UNIV OF ARIZONA DES:DIR DEP ID:22063124 INDN:ANDERSON,JASON CO ID:BXXXXXXXXX PPD	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
10/16/15	UNIV OF ARIZONA DES:DIR DEP ID:22063124 INDN:ANDERSON,JASON CO ID:BXXXXXXXXX PPD	[redacted]
10/30/15	UNIV OF ARIZONA DES:DIR DEP ID:22063124 INDN:ANDERSON,JASON CO ID:BXXXXXXXXX PPD	[redacted]
Total deposits and other additions		[redacted]

They're not just heroes, they're our neighbors

Join us in helping connect our returning service members and veterans to the things they need to make their lives better. Express your support using **#troopthanks** and we'll donate $1 (up to $1 million) to Wounded Warrior Project. For details, visit bankofamerica.com/troopthanks.

Join us at #troopthanks or bankofamerica.com/troopthanks.

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Exhibit J

ARIZONA HEALTH SCIENCES CENTER

Office of the
Senior Vice President
for Health Sciences

Phoenix Campus
550 East Van Buren Street
Phoenix, AZ 85004-2230

Tucson Campus
Roy P. Drachman Hall Bldg., B20
1295 North Martin Avenue
P.O. Box 210202
Tucson, AZ 85721-0202
Tel: (520) 626-1197
Fax: (520) 626-1460

PERSONAL AND CONFIDENTIAL

COPY

February 5, 2015

Dr. Sarah Desoky
College of Medicine
Department of Medical Imaging
Tucson, AZ 85721

Re: Terms of Employment as to Clinical Activities

Dear Dr. Desoky:

The purpose of this Letter Agreement is to confirm the terms of your employment for the conduct of clinical practice activities in light of the affiliation transaction to be consummated between The University of Arizona and Banner Health (the "Affiliation"), which is scheduled to occur on or about February 28, 2015 (the "Affiliation Effective Date").

As you know, you currently are employed by both the University and University Physicians Healthcare d/b/a The University of Arizona Physicians ("UPH"). As part of the Affiliation, UPH will become a subsidiary of Banner Health and its name will be changed to Banner – University Medical Group ("B—UMG"). In order to preserve physicians' benefits eligibility and permit various operating and reporting efficiencies, all faculty physicians eventually will need to become employed by either the University or B—UMG (not both). However, during a short transition period after closing of the Affiliation, all faculty physicians will be employed by the University. Commencing as of January 1, 2016 and on subsequent anniversaries of that date, certain physicians will be transitioned to B—UMG employment. Your Department Chair has informed you whether you will eventually transition to B—UMG employment or remain an employee of the University; either way, at a designated future date, you will be presented with a written employment agreement governing the terms of your employment by B—UMG or by the University.

During the interim transition period, the terms and conditions associated with your clinical practice activities will be as follows:

949. As of the Affiliation Effective Date, you will cease to be an employee of UPH. This means that your Member Practice Agreement ("MPA"), as well as any prior Letter of Offer ("LoO") between you and UPH, will terminate and you will no longer be a UPH "member" as of that date. Although your University employment previously was conditioned upon your maintaining membership and employment with UPH, the University will waive that requirement going forward.

950. As of the Affiliation Effective Date, all of the rights and interests held by UPH under your MPA and any LoO will instead be held by the University. The University will be your sole employer as to both your clinical practice and your academic activities. Except as provided in paragraph 3 below, you will be accountable to the University for performing clinical practice activities consistent with the terms set forth in your MPA and any LoO. Your compensation will be as set forth in your MPA and any LoO.

951. You will continue to carry on your clinical practice activities exclusively through UPH (which will then be known as B—UMG), but will do so as an employee of the University pursuant to a written agreement between the University and B—UMG. Under this arrangement, all of your professional services will be provided in B—UMG's name, pursuant to B—UMG's payor agreements, and under B—UMG's applicable billing and identification numbers. All billings and collections for your professional services will be in the name of and will belong to B—UMG. B—UMG will provide malpractice insurance coverage with respect to your clinical practice activities. You will adhere to B—UMG's bylaws, policies,

performance standards, and procedures that are pertinent to your professional activities. As in the past, you will report to your Department Chair and/or Section Chief and, with respect to your clinical practice activities, ultimately up to the Chief Executive Officer of B—UMG. To facilitate this arrangement, the University and B—UMG will continue to share information regarding your employment and professional activities.

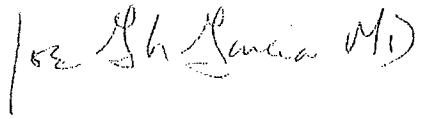
952. As of the Affiliation Effective Date, you will no longer be eligible for The University of Arizona Health Network, Inc. ("UAHN") benefits. The University is currently enrolling physicians in medical, dental and vision insurance that will be effective on the Affiliation Effective Date. The University has established an enrollment completion date of February 17, 2015 to ensure that physicians do not experience a lapse in insurance coverage. Those who miss the February 17th enrollment date will have until March 31, 2015 to transition to University benefits, but should expect a lapse in coverage.

953. The terms and conditions associated with your academic (teaching and research) activities will continue to be governed by your prior University offer letter and your most recent Clinical Faculty Notice of Appointment (or renewals thereof during the interim transition period).

954. This Letter Agreement will become effective when the Affiliation is implemented, and will remain in effect until you enter into a successor written employment agreement with either B—UMG or the University governing the terms of your clinical practice activities, or until you are no longer employed by the University.

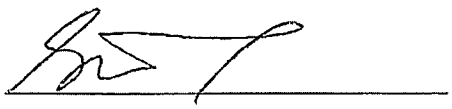
Please confirm your understanding and agreement with the foregoing terms by signing below and returning a copy to your Department Chair no later than February 10, 2015. If you do not return a signed copy by that date, you will no longer be scheduled for clinical services as of March 1, 2015. Both UPH and the University will rely on your written acknowledgement. Thank you for your timely cooperation throughout this transition process.

Sincerely,



Joe G.N. "Skip" Garcia, MD
Interim Dean, College of Medicine
Senior Vice President for Health Sciences
Arizona Health Sciences Center
jggarcia@email.arizona.edu

Accepted and agreed as of this ___ day of February, 2015:

Signature: 

Printed Name: SARAH DESOKY

Banner
University Medical Group

Dear Physician,

We are excited to welcome you to Banner - University Medical Group with its endless possibilities for clinical excellence, research, and teaching.

This letter is to notify you that your contract is now available for review, printing and signature in Docusign. You may print out your contract to review a hard copy prior to signature. For your convenience we have provided printing instructions at the end of this letter. Please note you will need to sign no later than Dec. 31, 2015.

Your current employment with the University of Arizona will end on Dec. 31, 2015, and your new B-UMG agreement will begin on Jan. 1, 2016. We are asking for your cooperation in signing the contract as soon as you feel comfortable so that we can plan for clinical services beyond January 1st. For those who sign their contracts no later than Friday, November 6th, we will pay out additional hours of paid time off you had with the University, up to 88 hours, provided you had a balance over 176 hours with the University.

For your employment to be effective Jan. 1, 2016, we will also need you to complete the Banner onboarding process. To support you in completing this process, we will be holding on site sessions called 'HR Days' you will need to attend the week of November 9th. More information on times and locations for HR Days and New Employee Orientation will be shared in the Wildcat Connection newsletter.

I am confident that once you review the agreement and have a chance to ask questions, you will be excited to sign your new agreement. On behalf of Banner Health, I look forward to continuing to work with you as we change the face of academic medicine for the future.

Should you have any questions regarding this transition, please contact Dr. Pradeep Kadambi or Dr. Jason Krupp.

Sincerely,

Dr. Jason Krupp

CEO, Banner – University Medical Group

Exhibit K

THE UNIVERSITY OF ARIZONA

The University of Arizona
Financial Services Office/Payroll
1303 E University Blvd, Box 4
Tucson, AZ 85719-0521

Pay Group:	FAC-Faculty	Business Unit:	UAZ00
Pay Begin Date:	10/12/2015	Wrnt./Adv.:	000000003766996
Pay End Date:	10/25/2015 ** Advice **	Check Date:	10/30/2015

			TAX DATA:	Federal	AZ State
Geetha Gopalakrishnan	Employee ID:	22066705	Marital Status:	Married	n/a
	Department:	0709-Pediatrics	Allowances:	0	0
	Location:	Main Campus	Addl. Amt:		
	Job Title:	Assistant Professor	AZ Wthold %:		
	Pay Rate:		FICA %:		

HOURS AND EARNINGS

Description	Current Hours	Current Earnings	YTD Hours	YTD Earnings
Regular	80.00			
Holiday				
TOTAL:	80.00			

TAXES

Description	Current	YTD
Fed Withholdng		
Fed MED/EE		
Fed OASDI/EE		
AZ Withholdng		
TOTAL:		

BEFORE-TAX DEDUCTIONS

Description	Current	YTD
Fidelity ORP Non-Vested		
Voluntary 403(b) Program		
TOTAL:		

AFTER-TAX DEDUCTIONS

Description	Current	YTD
Short-Term Disability - Unum		
TOTAL:		

EMPLOYER PAID BENEFITS

Description	Current	YTD
Fidelity ORP Non-Vested		
Long-Term Disability - State		
ER Retiree Sick Leave Program		
Workers' Compensation 1.0 Time		
Liability Insurance		
Basic Life Insurance - State		
*TAXABLE		

	TOTAL GROSS	FED TAXABLE GROSS	TOTAL TAXES	TOTAL DEDUCTIONS	NET PAY
Current					
YTD					

YEAR-TO-DATE	VACATION	SICK	COMP
Start Balance			
+ Earned			
- Taken			
+ Adjustments			
End Balance			

NET PAY DISTRIBUTION

	Account Type	Account Number	Deposit Amount
Advice #000000003766996	Checking		
	Checking		
TOTAL:			

MESSAGE:

The University of Arizona
Financial Services Office/Payroll
1303 E University Blvd, Box 4
Tucson, AZ 85719-0521

Pay Group: FAC-Faculty		Business Unit: UAZ00
Pay Begin Date: 10/12/2015		Wmt./Adv.: 000000003767021
Pay End Date: 10/25/2015	** Advice **	Check Date: 10/30/2015

			TAX DATA:	Federal	AZ State
Marie L Olson	Employee ID:	22051388	Marital Status:		
	Department:	0709-Pediatrics	Allowances:		
	Location:	Main Campus	Addl. Amt:		
	Job Title:	Assistant Professor	AZ Withold %.:		
	Pay Rate:		FICA %:		

HOURS AND EARNINGS

Description	Current Hours	Current Earnings	YTD Hours	YTD Earnings
Regular	80.00			
UPH Call Pay				
Holiday				
Incentive				
Vacation Taken				
TOTAL:	80.00			

TAXES

Description	Current	YTD
Fed Withholdng		
Fed MED/EE		
Fed OASDI/EE		
AZ Withholdng		
TOTAL:		

BEFORE-TAX DEDUCTIONS

Description	Current	YTD
ASRS Plan for ORP Elig		
Medical Insurance		
Dental Insurance		
Vision Insurance		
TOTAL:		

AFTER-TAX DEDUCTIONS

Description	Current	YTD
Long-Term Disability - ASRS		
UAHN Benefits - EE Only		
Short-Term Disability - State		
TOTAL:		

EMPLOYER PAID BENEFITS

Description	Current	YTD
ASRS Plan for ORP Elig		
Long-Term Disability - ASRS		
ER Retiree Sick Leave Program		
Workers' Compensation 1.0 Time		
Liability Insurance		
Medical Insurance		
Dental Insurance		
Basic Life Insurance - State		
Supplemental Life - Banner		
Supplemental Life - Banner*		
Spousal Life - Banner		
Spousal Life - Banner*		
*TAXABLE		

	TOTAL GROSS	FED TAXABLE GROSS	TOTAL TAXES	TOTAL DEDUCTIONS	NET PAY
Current					
YTD					

YEAR-TO-DATE	VACATION	SICK	COMP
Start Balance			
+ Earned			
- Taken			
+ Adjustments			
End Balance			

NET PAY DISTRIBUTION

	Account Type	Account Number	Deposit Amount
Advice	Checking		
TOTAL:			

MESSAGE:

Exhibit L

STATE OF ARIZONA)
) ss. DECLARATION
COUNTY OF PIMA)

I, MICHELE TOMÁS, hereby state under penalty of perjury, that the following information is true and correct to the best of my knowledge, information, and belief:

1. I am a Senior Claims Adjuster in the Property and Liability Section, Risk Management Division of the Arizona Department of Administration.

2. One of my job responsibilities on behalf of the State of Arizona has been to act as the adjuster for medical malpractice claims arising from clinical practice at the Banner-University Medical Center Tucson Campus, subject to the Medical Malpractice Risk Allocation Agreement ("MMRAA") between the State and Banner Health.

3. After July 1, 2015, the MMRAA is no longer in effect and Banner has assumed all responsibility for medical malpractice claims arising from clinical practice at the Banner-University Medical Center Tucson Campus, including to indemnify resident and fellow physicians for clinical activities.

4. The State of Arizona does not have a Self-Insured Retention for medical malpractice claims arising from clinical practice at Banner-University Medical Center Tucson Campus.

Executed this 7th day of August, 2018 in Tucson, Arizona.

MICHELE TOMAS

7222129

Exhibit M

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF PIMA

JEREMY AND KIMBERLY HARRIS,	)	
Plaintiffs,	)	
vs.	)	No. C20174589
BANNER UNIVERSITY MEDICAL CENTER TUCSON CAMPUS, LLC, an Arizona Corporation dba BANNER UNIVERSITY MEDICAL CENTER TUCSON; GEETHA GOPALAKRISHNAN, M.D.; MARIE L. OLSON, M.D.; EMILY NICOLE LAWSON, D.O.; PARVANA AMELIA HARTENSTEIN, M.D.; MARCOS ANDRES TERAN, M.D.; JEFF C. HOEHNER, M.D.; DEMITRIO J. CAMARENA, M.D.; PRAKASH JOEL MATHEW, M.D.; JASON THOMAS ANDERSON, M.D.; SARAH MOHAMED DESOKY, M.D.; ARIZONA PEDIATRIC SURGERY AND UROLOGY, LTD; BANNER HEALTH; BANNER UNIVERSITY MEDICAL GROUP; JOHN AND JANE DOES 1 THROUGH 50; ABC PARTNERSHIPS 1-5; and XYZ CORPORATIONS 1-5,	)	
Defendants.	)	

DEPOSITION OF STEVEN CRAIG HOLLAND

August 27, 2018
Tucson, Arizona
1:56 p.m.

1 **Q. Okay. All right. We're going to get to some**
2 **specifics, but we'll make Exhibit 2, which I believe,**
3 **Counsel, you also have, is an E-mail from Ms. Miller.**
4 **(Exhibit 2 marked for identification.)**
5 MR. COHEN: Do you guys have it?
6 MS. ROGERS: Let me see.
7 BY MR. COHEN:
8 **Q. Is -- is this -- are the contents of this**
9 **particular E-mail, also, to your understanding,**
10 **accurate?**
11 MR. MCCRIGHT: I'll object to the foundation of
12 the question.
13 BY MR. COHEN:
14 **Q. Well, tell me if there's anything addressed in**
15 **that particular E-mail that you feel is not something**
16 **that's within your knowledge, given your position at the**
17 **University.**
18 A. I'm not familiar with the credentialing process
19 used by Banner Healthcare, but the first paragraph is
20 correct.
21 **Q. Okay. Fair enough. That will be fine.**
22 MR. COHEN: And whenever you're done, Katie,
23 I'd like it back.
24 BY MR. COHEN:
25 **Q. Okay. Now, can you tell me what self-insured**

1 reserve or residual the University of Arizona kept prior
2 to July 1st, 2015.
3 A. None.
4 Q. None?
5 A. Correct.
6 Q. Now, was this true going back no matter how
7 many years?
8 A. Yes.
9 Q. How did -- there were Cost Allocation
10 Agreements between the University after either
11 University -- UPH or UAHN or similar organizations for
12 the better part of -- of what, three decades, before the
13 July -- July 1st, 2015, date; true?
14 A. The first one was in 1996.
15 Q. Okay. Describe -- I have these, so -- okay.
16 Before we get to that even, you are familiar
17 with the Affiliation Agreements that were signed between
18 Banner and the University of Arizona and the Board of
19 Regents in February of 2015, end of February?
20 A. Not intimately.
21 Q. Okay.
22 A. I've seen the document.
23 Q. Okay. Well, there's actually at least three
24 documents, are there not? There's an Affiliation
25 Agreement between the University and ABOR and

1 Banner Health, another one between those entities and
2 Banner-University Medical Group, and there's a Master
3 Purchase Agreement between those -- among those
4 entities; true? Correct?
5 A. The only one I'm familiar with is the Academic
6 Affiliation Agreement.
7 Q. Okay. But with whom and between whom? Who are
8 the parties to the agreement with which you're familiar?
9 Again, I'm saying this -- I'm not trying to
10 trick you.
11 A. No.
12 Q. I'm just saying that I have in possession,
13 having received from the University, an Affiliation
14 Agreement with Banner Health, a different Affiliation
15 Agreement with different terms from Banner-University
16 Medical Group, and a third agreement called a Master
17 Purchase Agreement.
18 Are you familiar with each of those three
19 documents or not?
20 A. No.
21 Q. No, okay.
22 All right. Now, over the years -- what are the
23 organizations that have over the years, since the '80s,
24 had Cost or Risk Allocation Agreements with the
25 University? At one point it was University Physicians

1 **Health, UPH; correct?**
2 A. The University was not a party to those
3 agreements.
4 **Q. Well, who was a party to them with UPH?**
5 A. UPH and -- and the Arizona Department of
6 Administration.
7 **Q. Okay. And was the Arizona Department of**
8 **Administration the vehicle that budgeted for and -- and**
9 **oversaw protection of the University from malpractice**
10 **liability?**
11 A. Yes.
12 **Q. Okay. Okay. So you guys knew who was paying**
13 **for malpractice insurance for your faculty members; yes?**
14 A. Yes.
15 **Q. You knew what the deductibles were going to be**
16 **imposed in these particular insurance policies; yes?**
17 A. Yes.
18 **Q. You knew which insurers were going to be used**
19 **to provide that insurance; correct?**
20 A. Yes.
21 **Q. And the Allocation Agreements, however, am I**
22 **correct in the saying that the -- that they were**
23 **entities which were responsible for providing the**
24 **malpractice insurance for faculty members when they did**
25 **clinical care, not aca- -- let's backtrack.**

FILED
TONI L. HELLON
CLERK, SUPERIOR COURT
1/4/2019 2:02:49 PM
BY: ALAN WALKER
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IN THE SUPERIOR COURT FOR THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF PIMA

JEREMY AND KIMBERLY HARRIS Plaintiffs, vs. BANNER UNIVERSITY MEDICAL CENTER TUCSON CAMPUS, LLC, an Arizona Corporation dba BANNER UNIVERSITY MEDICAL CENTER TUCSON; GEETHA GOPALAKRISHNAN, M.D.; MARIE L. OLSON, M.D.; EMILY NICOLE LAWSON, D.O.; PARVANA AMELIA HARTENSTEIN, M.D.; MARCOS ANDRES TERAN, M.D.; JEFF C. HOEHNER, M.D.; DEMITRIO J. CAMARENA, M.D.; PRAKASH JOEL MATHEW, M.D.; JASON THOMAS	NO. C20174589 **PLAINTIFF'S REPLY IN SUPPORT OF PLAINTIFFS' MOTION FOR PARTIAL SUMMARY JUDGMENT REGARDING THE INAPPLICABILITY OF THE NOTICE OF CLAIMS REQUIREMENT, A.R.S. §12-821.01 AND ONE-YEAR STATUTE OF LIMITATIONS, A.R.S. §§12-821** **AND** **PLAINTIFF'S OPPOSITION TO DEFENDANTS' CROSS-MOTION**

ANDERSON, M.D.; SARAH MOHAMED DESOKY, M.D.; ARIZONA PEDIATRIC SURGERY AND UROLOGY, LTD; BANNER HEALTH; BANNER UNIVERSITY MEDICAL GROUP, ; JOHN AND JANE DOES 1 THROUGH 50; ABC PARTNERSHIPS 1-5; AND XYZ CORPORATIONS 1-5, Defendants	**FOR PARTIAL SUMMARY JUDGMENT ON NOTICE OF CLAIM** **ASSIGNED TO: Hon. Richard E. Gordon**

Plaintiffs submit this brief to serve both as reply in support of plaintiffs' motion for partial summary judgment and as a response to defendants' cross-motion for summary judgment, all regarding the application of the Notice of Claim statute and government statute of limitations.

I. ISSUES BEFORE THE COURT

The issues before the court in these opposing motions for summary adjudication are only two:

1. Do the Notice of Claim and filing statutes of limitation (A.R.S. §§12.821.01 and 12.821) apply where no governmental entity has any financial exposure from the potential claim?
2. If the statutes apply even in the absence of any potential financial liability, were the faculty physicians acting within the scope of Banner agency or employment or within the scope of University employment when they gave the medical care that permitted plaintiffs' child to die?

The second issue is logically divisible into two parts, with one subpart:

a. Is it *possible* to separate the teaching and research function of faculty from their rendition of patient care, when a single act may encompass both functions?

b. If this separation is not only possible, but has been made by the University and outside nongovernmental entities, conceptually, contractually and legally for decades - were the faculty physicians acting as Banner or University employees when rendering the specific care that led to Connor Harris' death?

c. If the determination of agency/employment is, in the absence of complete agreement on the operative facts, a jury issue rather than a bench issue, is this specific controversy appropriate for Summary Adjudication at all in this case?

II. DO A.R.S. §§12.821 AND 12.821.01 APPLY WHERE NO GOVERNMENTAL FINANCIAL EXPOSURE EXISTS?

Plaintiffs' argument, set forth in full in their moving papers, is summarized as follows:

1. It is black letter law, supported by voluminous case law, that a statute must be interpreted and applied to carry out the legislative intent on which it is based.
2. The legislative intent of A.R.S. §§12.821 and 12.821.01 is, purely and entirely, to protect the financial interests of the State, specifically to permit an early evaluation of liability and the possibility of settlement so as to permit the State to budget for and cover potential State liability.
3. The evidence set forth with plaintiffs' moving papers, in admissions by the defendants, and confirmed by PMK affidavits, affiliation agreements and

deposition testimony of the Chief Risk Manager of the U of A, establish that beginning July 1, 2015, almost four months *before* Connor Harris' treatment and death at BUMCT, there was zero actual or potential liability accruing to any governmental entity for malpractice related to clinical care rendered by faculty physicians -attendings or residents - at BUMCT.

4. The benefit from application of truncated statutes of limitation as to claims and filings of lawsuits, under the circumstances of our case, would accrue only to Banner Health, a self-insured, nongovernmental entity. Application of the Notice of Claims and filing statutes in this case would have no effect on the financial status, or budgeting or planning ability of any governmental entity. No legislature intended this outcome.

Plaintiffs supported these arguments with extensive case law and admissible evidence in their moving papers. Defendants, in their opposition, pay lip service to these cases and evidence by stating "The Court is already well versed in the law, facts and issues presented in these motions" (Df. Bf. P.2,lines 18-19)and then proceed to argue as though none of that law and evidence existed.

Analogies to the situation at Bar might be conjured. Would it be appropriate to enforce wartime curfews when the war is over? If a City passed a law requiring pedestrians to stop and look both ways for 15 seconds before crossing a street, on penalty of fine, to avoid being hit by cars, would that law be appropriately enforced within an enclosed pedestrian mall containing streets but no cars? Where a law prohibiting the use of motorized scooters was passed to prevent air pollution from gas-powered scooters, as was

passed in one California city years ago, should that prohibition be enforced now that all such scooters are elect.

But the strongest case is the factual substrate of this lawsuit. The analogies set forth above show the pointlessness and counterproductive burdens stemming from enforcing statutes when the reason for the statutes has disappeared. These examples of senseless enforcement are far more benign than the statutory application urged by the defendants in this case. The cited examples would not undermine the central tenets and structure of the legal system to which the statutes belong, or make the statutes incompatible with the legal system of which they are a part.

Enforcement of the Notice of Claim statute and government statute of limitations, in the absence of government exposure, however, would do precisely that.

The Arizona Legislature determined that the appropriate balance between permitting plaintiffs sufficient time to become aware of harm from medical malpractice and to take action on that awareness, on the one hand, and the health care providers' rights to "peace and final resolution of potential liability" on the other, was a two year statute of limitations. Part of the reasoning for allowing two years for filing was the understanding that in the face of serious harm, individuals of ordinary intelligence and alertness might not be able to come to grips with tragedy in a timely enough fashion sufficiently even to question how the tragedy came about, much less come to an understand that medical malpractice was the cause, and be able to get sufficient information to find legal representation in a lesser period of time.

A.R.S. §§12.821 and 12.8921.01 were *limited* exceptions to this balance of rights, by which the right of patients harmed by malpractice to seek fair compensation was

materially diminished for a specific "greater good": the need for government to soundly manage its finances.

But there is no basis in common law, statutory law, case law, logic, or ethics for awarding one nongovernmental entity, Banner, whose torts expose the government to no liability, a different and more lenient route to avoiding accountability than any other non-governmental entity.

The application of a 180-day claim requirement and one year filing requirement to lawsuits based on malpractice by physicians whose work is hired and paid for by a non-governmental, self-insured corporation; whose work is done in a nongovernmental facility; where the physicians are so completely constrained in their practice of Medicine by this corporation and supplied by it with all the appurtenances required to do the job as to meet every legal definition of employment and/or agency, as is true in this case, would award Banner Health an economic and legal advantage, and a material diminution of accountability for tortious conduct that no other private actors have.

A basic principle of statutory construction is that laws should be applied in a manner making them consistent with the legal structure and system of which they are a part. Not only has no evidence been presented that the Notice of Claim statute was intended to apply to lawsuits in which government exposure was zero, but such an application, with the consequent truncation of plaintiffs' rights, would flatly violate the intention of the Arizona legislature in setting the baseline statute of limitations at two years, and the basic premise that material legal preference or advantage should not be awarded specific citizens or entities without explicit legislative empowerment..

The sole stated defense argument to the contrary is based on *Swenson v. County of Pinal,* 243 Ariz. 122, 402 P.3d 1007 (App.2017), citing *Pivotal Colorado II, L.L.C v. Arizona Public Safety Personnel Retirement System,* 234 Ariz. 369, 322 p.3d 186 (App. 2014).

In *Swenson* the court held that the fact that the County *itself* had procured insurance to cover *its own* potential liability did not, simply because the purchase of the insurance policy ended the need to budget further, extinguish the statutory requirements of the Notice of Claims and filings Statutes. In *Pivotal Colorado II*, the Court held that simply because a government agency paid for liability claims out of a separate Trust fund, rather than being funded directly out of the State Treasury, the Notice of Claims statute still applied.

These cases do <u>not</u> address the application of the statutes with which we are concerned where there is complete absence of financial exposure of a State entity. In *Swenson*, the County bought its own insurance policies as its method of budgeting for its own prospective liability. In *Pivotal Colorado* the budgeting and planning were done by the Public Safety Personnel Retirement System through set-asides. These are both "how do we implement the planning and budgeting for government liability for which the Notice of Claims and Filing statutes were intended to deal with" cases, where government financial liability existed, and with all methods of providing for funds for coverage being accepted by the Courts as bringing these Statutes into play. In both cited cases, a governmental entity was itself responsible for paying for claims against that very government entity. The assertion by defendant that these cases mean that the relevant statutes apply where the government is financially invulnerable misstates the circumstances and holdings of their cited cases and ignores their inapplicability to our case.

Defendant then misleadingly argues that prior to the Banner takeover there was also malpractice insurance "by the State" and the application of A.R.S. §§12.821 and 122.821.01 was not questioned. But as set forth in detail below, earlier forms of insurance always left the government itself with explicit financial exposure for claims *beyond* insurance. Only with the Banner takeover did all such liability disappear.

This issue –the applicability of the subject statutes at all, as a condition precedent to any further analysis of scope of employment-is a matter of law and may, we respectfully assert, be determined through summary adjudication. It is, we believe, an issue of first impression.

III. WERE THE FACULTY PHYSICIAN/DEFENDANTS ACTING WITHIN THE SCOPE OF THEIR BANNER HEALTH EMPLOYMENT/AGENCY OR WITHIN THE SCOPE OF THEIR UNIVERSITY EMPLOYMENT WHEN THEY COMMITTED THE ACTS OR ALLOWED THE OMISSIONS ASSERTED TO BE FATAL MALPRACTICE IN THIS CASE?

A. Is it Legally or Conceptually *Possible* to Separate the Acts of Rendition of Clinical Care from the Act of Teaching for the Purposes of Allocating Scope of Employment and Determining Legal liability?

Defendant's motion repeatedly asserts or implies that the Court has already determined that there is "no way to separate teaching residents about clinical practice from the clinical practice itself" (Df. Bf. P.2, lines 5-6) and that "it is difficult to conceive that any treatment could fall wholly outside the scope of University employment" (Df. Bf. P. 5 lines 18-20.) However, the Court also noted, with foresight as discovery has proven, that "Course and scope law is intensively factual" (3/13/17 Ct. Ruling), and permitted discovery to continue.

The issue becomes even more complex when one considers the conceptual difficulty in dealing with dual employment, apparently conceded by the defense (Df. Bf. P.2 lines 3-

8), where a single act by a worker serves two concurrent masters through different aspects of that act.

One logical way, we suggest, of dealing with the question "Are teaching and clinical care even conceptually separable for the purposes of ascribing legal liability?" is to ask another question: "Has this distinction in fact been made, without legal or conceptual difficulty or dispute, by these very litigants over the years?"

We note in passing that of course the two are separable: teaching of medical trainees occurs in the absence of rendition of care, and clinical decisions can be (and in this case at times were) rendered by faculty in the absence of any trainee.

The exhibits in plaintiffs' moving papers show that this distinction was not only possible, but was made and implemented functionally for decades, in the form of a liability-mitigating nongovernmental corporate structure set up by ABOR and the University of Arizona, through which any single act of rendering clinical care by a single physician was styled "within the scope of University employment" for its teaching component, but "within the scope of employment by an outside, nongovernmental entity"...first UPI/UPH, later Banner, for the actual care given.

Since at least 1996, ABOR and the University of Arizona College of Medicine required, as a condition of faculty appointment, membership in a non-governmental outside corporation, UPI/UPH and its successors. The nature and purpose of these "outside-the-University, bystander" corporations is revealed in Ex. 33, the order in Alsobrooks v. Anton. This holding is not cited as precedent or to advise our court, though its conclusion seems on target. It is cited instead to show the undisputed specific nature of the relationship between the government entity and the nongovernmental entity at issue, showing the ease

with which the two entities classify a single type of act - "treating patients in the presence of trainees" - not as something "impossible to dissect as regards scope of employment" but the opposite, as something easily and cleanly divided by function, action, and purpose. The faculty employment offer cited in this denial of summary judgment (sought on the same grounds invoked by defendants in our case) stated the following:

> If you are providing clinical care to patients, you also will have concurrent membership and employment with UPI, our clinical practice organization. **You will be an employee of the Arizona Board of Regents in your teaching, service and research capacities, and an employee of UPI for the delivery of health care....**" (emphasis added).

The Alsobrooks order also noted:

> "The agreement between UMC and UPH provides that clinical services are essential to the curriculum of the College of Medicine and to ensure clinical staffing **by physicians who are both employees of the Board in their teaching and research capacities and employees of UPH in their delivery of health care, and they are employees of the Board only in their teaching and research activities.**" (Emphasis added.)

This nongovernmental corporation, UPI, bought malpractice insurance for claims regarding clinical care, did the billings and collections for the care given by faculty; then sent that money to the University so that the paychecks could bear the University logo, though the payment, explicitly for patient care rendered, was solely for acts within the scope of UPI employment.

This dissection of the scope of employment for "the rendition of clinical care in the presence of a resident"... a single act agreed by concept and contract to be in service of two employers based on the aspect of that act at issue...teaching being within the scope of University employment, clinical patient care being within the scope of employment by the outside corporation...was continued in repeatedly renewed agreements between 1996 and July 1, 2015.

Ex. 9 contains the texts, obtained from ABOR and the Attorney General's office, of these Medical Malpractice Allocation agreements, which set forth how much the University had to contribute to the costs of litigation resulting from malpractice during the rendition of clinical care. The nongovernmental entity paid most of these costs; the University paid between 15 and 25%. These agreements were renewed every 3-6 years, through June 30, 2015. During the last three months, Banner assumed the obligations of UPH/UPI. Interestingly, these allocation agreements would have provided a plausible argument for continued State exposure to liability for rendition of medical care, had they continued after the Banner takeover. But as Ex. 11 and 12, affidavits and deposition testimony from the chief University Risk Managers document, as of July 1, 2018 there were no further allocation agreements, because the State's potential liability was zero. Further, the "joint conferences" between the U of A and the nongovernmental corporation, in which legal strategy and tactics were discussed, ended permanently on July 1, 2018 as well.

This discrete, explicit separation of teaching from rendition of clinical care in determining the responsible employer for different aspects of single acts continued through multiple later documents as well: Banner's exclusive responsibility for liability for clinical care rendered -and <u>only</u> for clinical care rendered, with explicit exclusion of responsibility for teaching – is set out in Ex. 8, 11-17, 23, 24, 27-29, and supplemental exhibits 34-35: letters sent to faculty defendants describing the terms of the Banner takeover; letters offering terms of employment after the takeover; the several affiliation agreements themselves detailing the restriction of Banner jurisdiction, but plenary Banner control over the rendition of medical care at BUMCT; the blanket malpractice policy itself;

the Purchase of Services Agreement by which Banner hired the defendants and paid hourly wages for their work; and defendants' responses to RFA. Banner has exclusive control of, and responsibility and potential liability for the rendition of clinical care at BUMCT. The University has control of, and responsibility for teaching and research.

The only case-based argument by defendant turns solely on *Villasenor v. Evans,* 241 Ariz.300, 366 P3d 1273 (App.2016). Defendant urges the Court to focus exclusively on their assertion that Evans' work, being "at a minimum incidental to her work at a Councilmember and Vice Mayor" requires application of the subject statutes in our case. However, in *Villasenor* there was no evidence that concurrent employment with a neighborhood home-owners association was in any manner related to the conduct of Evans at issue in the case. In fact, Villasenor never even asserted such "second employer" control. Rather Villasenor's assertion was that Evans' conduct might have "potential impact on her [Evans'] family and friends." There was no evidence that the concurrent employer, a home-owners association, had the slightest influence or control over Evans' actions at issue. The only "nongovernmental" basis for Villasenor's assertion that the Notice of Claims and Filing statutes did not apply was his assertion that Evans' actions were based on personal rather than governmental-work motivation.

But the central and dispositive *Villasenor* analysis is both more complex and fact-based. It is summarized in the heading of section II: "VILLASENOR FAILED TO CREATE A GENUINE ISSUE OF MATERIAL FACT REGARDING WHETHER EVANS ACTED WITHIN THE SCOPE OF HER PUBLIC EMPLOYMENT." (Id, ¶15) The holding was based on an intensely fact-based analysis of two factual issues: 1) how

Evans' actions were congruent with her established governmental duties, and 2) how those actions were not consistent with any proven obligations to the home-owners association.

We respectfully submit that the opposite is true in this case, where the same fact-intensive analysis done by the *Villasenor* Court would likely have led it to determine this issue in plaintiffs' favor. In our case there is an overweening, controlling, second, nongovernmental entity/employer, and ample documentary and testimonial evidence that the rendition of clinical care, the tortious performance of which caused the death of Connor Harris, fell within the ambit of Banner employment requirements, despite the "incidental" teaching involved. With or without the presence of trainees, the decisions made by attending physicians caused Connor's death. Connor Harris did not die because of defective teaching, i.e. from faculty members failing to meet their obligations to teach trainees, though this did in fact occur; he died because the physicians failed to recognize volvulus (twisting and obstruction) of hi bowel for a full day, failing timely to correct a surgically correctible condition, until Connor Harris' entire small bowel had died.

A critical review of the decades-long mutually-recognized dual employment of U of A faculty, with explicit determination of scope of employment by whether teaching or clinical care caused the harm, accompanied by clear, repeatedly-cited assumption of all liability for clinical care- and only clinical care-by the Banner after July 1, 2015, would, in our view, if applied to the care given Connor Harris, have led to a plaintiff's decision by the *Villasenor* panel.

A further material distinction between our case and *Villasenor* is that the court felt that Villasenor's argument that the City did not pay for Evans' defense had pith and moment in determining under whose employment Evans' relevant acts fell. Villasenor's

argument failed only when Evans produced evidence that the City had paid for her defense (Id. ¶5-6). In our case, by contrast, the cost of defense of all the faculty defendants has been borne by Banner alone, with no Governmental obligation or defense.

You don't pay for the defense of people who weren't working for you as they caused harm.

B. The Defendant has conceded that the defendant faculty physicians were employees of B-UMCT, though erroneously styling B-UMCT a "public entity."

It was refreshing to note the admission by defendants of dual employment: that the faculty defendants, attendings and residents, were, at times relevant to this case, employees of BUMCT ("Everyone agrees that the Banner Physicians were...employees of BUMCT.....the physicians' care and treatment of Connor Harris was certainly within the course and scope of their BUMCT employment" (Df. Bf. Page 2 lines 3-8).

However, their assertion that "Banner Physicians are state employees...employees of BUMCT, a public entity teaching hospital" (Df. Br. P. 2 lines3-4) is indisputably false. *University Medical Center is not now, nor has it ever been, a government entity.* Defendants' argument (without any factual support) is based on the false assumption that because the Hospital has a contractual relationship with the University, this makes it a government entity. This is clearly and legally false. Exhibit 7 to our moving papers sets out the Arizona Corporation Commissions listing of registered non-governmental corporations. BUMCT is listed as a limited liability corporation. Banner University Medical Group (BUMG) which exhibits (employment and affiliation agreements, letters offering employment, letters advising about the terms of the Banner takeover) show all faculty defendants were required to join, and with whose every rule and regulation they

were obliged to comply, is listed as a private corporation. Employment by a Banner entity does not invoke the protections of the statutes at issue. Quite the contrary: it signifies non-governmental employment.

C. The defendant's opposition addresses virtually none of the cited aspects of control which Banner exerted over the defendants during their care of Connor Harris, and which overwhelmingly support the assertion that during rendition of clinical care, the defendants were acting within the scope of Banner employment.

Defendants use much of their brief citing an ACGME manual regarding residency programs, and a University manual that shows that the University did employ the trainees and had control over their academic environment. But the ACGME material is irrelevant to any issue in these motions. It is an aspirational statement rather than proof that these requirements were in fact met in our case. Further, there is evidence that as regards some liability-related aspects of these requirements, specifically the requirement for explicit guidelines for when residents must consult attendings (Df. Ex. G, Section vi.D.5: "Programs must set guidelines for circumstances and events in which residents must communicate with appropriate supervising faculty members..."), were violated by a radiology resident program that provided *no guidelines of any kind* on point, leaving residents with 100% discretion about when to seek confirmation at night of interpretations even of complex studies on which surgical decisions depended. (Ex. 39, Testimony of Dr. Hur, P.15 line 7-P. 17 line 7, P. 20 lines 9-15; Ex. 40, Dr. DeSoky Pp. 50 line 12-51 line 7; Ex. 41, Dr. Anderson, Pp. 8 line 15-9 line 22). This violation of ACGME guidelines proved lethal: Dr. Hur, minimally trained in pediatric radiology, misread a CT scan, delaying emergently needed surgery 12 hours.

Further, the last portion of the Resident's Manual cited by defense, which defense appears to concede applied in 2015, purportedly to show University "control" over Resident actions, contains plaintiff's Ex. 24, "Rules and Regulations of Banner Health," which outlines the ambit of *Banner's* control of resident conduct at BUMCT in giving patient care. The affiliation agreements greatly extend the evidence for plenary control of residents' rendering of medical care. Further, defendants' long list of aspects of "Resident Control by the University" (Df. Bf p. 8-10) address only teaching/learning activities of trainees and attendings, not how care itself is regulated.

Even in the Resident Agreement cited by defendant, the control exerted by Banner is misleadingly hidden: "you will be covered by malpractice insurance" their cited agreement states, (Def. Ex. F, §2(d)),"... failing to mention that Banner and only Banner is the chooser of, payor for, and sole beneficiary of that malpractice insurance, without University involvement, and that this insurance covers *only* the rendition of medical care while the resident works at BUMCT.

We do not dispute that the faculty defendants were University as well as Banner employees during their care of Connor Harris. Much of the defense brief focuses on establishing what is not in dispute: that residents are trainees and that the University is in charge of teaching. This is not at issue or relevant to the determination of these motions.

Rather, the relevant issue is this: within the scope of whose employment did clinical care, as opposed to teaching, fall? And in this regard, defendants continued to disregard the legal bases set forth by plaintiffs for asserting that Banner, rather than the University controlled the rendition of clinical care to the extent that clinical care came within the scope

of employment of Banner, and that diminution of the plaintiffs' rights pursuant to A.R.S.§§12.801 and 12.801.1 statute would be misapplication of the law.

Defendants disregard the multiple cases plaintiffs cited that define "employment" as a matter of extent of control, regardless of the parties' words or even their intentions; and the cited evidence, in the form of deposition testimony and specific affiliation agreements that give the CEO of BUMG the right to control virtually every aspect of clinical care at BUMCT subject only to overruling by the Academic Management Council, where such overruling is impossible unless Banner members of the AMC vote to overrule the Banner CEO (Ex. 23, 27, 28). They disregard the use by Banner of the clinical practices of these faculty defendants as *corporate property*, i.e. as collateral for Banner bond issues (Ex. 32); and they disregard the multiple documents along the way that specifically give Banner control of and responsibility for clinical care, while leaving teaching to the University (Ex. 8, 10, 14, 16, 17, 27-30, 34-35).

The statement "you are employed by the University" in one letter cited by defendants (Ex. 14) is without dispositive effect when all the other indices of employment make Banner the employer, and when deposition testimony by former CEO Ms. Bollinger confirmed that retention of the title "University employee" was solely (and temporarily, therefore) for the purposes of retaining pension vesting, or to satisfy contracts in which a University title, rather than substance of work or control, were at issue (Ex. 16). Even faculty members explicitly denominated "University employees" in the affiliation agreements, like Dr. DeSoky, nonetheless affirmed their employment by *Banner* in their application for BUMCT privileges (Ex.15). The fact that the University issues checks to the defendants is non-dispositive as well, as the Purchase of Service agreements show that

Banner pays the University for the hours put in by faculty defendants, and the University acts as a conduit for that money (Ex. 34,35), while the control exerted by Banner keeps the defendants Banner employees while they work at BUMCT regardless of who issues the final checks. Though not dispositive in our civil context, the relevant Worker's Compensation treatment of this circumstance, A.R.S.§23-902, Section B (Ex.44) would consider the rendition of clinical care an undisputed matter of Banner employment:

> "B. When an employer procures work to be done for the employer by a contractor over whose work the employer retains supervision or control, and the work is a part or process in the trade or business of the employer, then the contractors and the contractor's employees, and any subcontractor and the subcontractor's employees are, within the meaning of this section, employees of the original employer:

D. Summary judgment for plaintiffs is appropriate; at a minimum, there is a jury issue.

The case law states that the Court may determine agency issues if and only if the parties agree on all the operative facts. (*Ruesga v. Kindred Nursing Centers, LLC,* 215 Ariz. 589, ¶21,161 P.3d 1253 (App. 2008); *Escarino v. Kindred Nursing Centers West,* 239 Ariz. 126 ,¶6, 366 P. 3rd 1016 (App. 2016); S*alvation Army v. Bryson* 229 Ariz. 204 23,¶23, 273 P.3d 656 (App. 2012); *Goodman v. Physical Res. Eng'g* 229 Ariz 25 ¶12, 270 P.3d 852 (App. 2011). The absence of State financial exposure is sufficient to grant plaintiffs' motion in this case. On the second issue, of whose scope of employment the defendant physicians were acting when providing care to Connor Harris, the defendants have offered absolutely no evidence that shows, in any way, that the University had any right to control the defendant physicians' actions. On the other hand, the plaintiffs have provided ample evidence that the "deal" was intentionally structured to give the non-government entity, Banner, absolute control over the physicians when they were providing clinical care. Why

else would Banner (and its insurers) agree to 100% indemnity for that care? Under these circumstances, summary judgment for the plaintiffs is justified. At a minimum, plaintiffs have presented a jury question over whose scope of employment applied to the defendant physicians.

IV. EVEN IF THE JURY DETERMINED THAT THE FACULTY DEFENDANTS WERE ACTING WITHIN THE SCOPE OF UNIVERSITY EMPLOYMENT RATHER THAN BANNER EMPLOYMENT WHEN RENDERING PATIENT CARE, THAT DETERMINATION WOULD NOT ELIMINATE NEGLIGENCE LIABILITY FOR BANNER HEALTH AND ITS SUBSIDIARIES, OVER AND ABOVE ANY CLAIMS FOR BREACH OF CONTRACT AND FRAUD.

Defendants' summary judgment motion, seeking dismissal of all negligence causes of action against any Banner entity if the faculty physicians are dismissed does not include the affidavits needed to require the plaintiffs to respond with admissible evidence as regards potential negligent causes of action against the Banner entities *unrelated* to the acts of faculty defendants. However, we represent that even if the Court were to grant summary adjudication on behalf of the defendants on the basis of A.R.S. §§12.801 and 12.801.1, discovery has revealed at least three other sources of negligence liability for Banner and its entities, each with expert support.

To wit:

1. Nursing negligence, for failing to read and understand the nursing transfer record which accompanied Connor Harris to Banner, which record revealed a finding of bilious vomiting, which finding, if reported to the physicians would have resulted in life saving surgery; for failing to take a competent history from the parents, which would have revealed the same critical information present in the transfer summary; and for failing competently to observe the baby while the baby was

producing bilious material which, if observed and reported, would have resulted in life-saving surgery; (Ex. 37, deposition testimony, Pp. 90-96. and declaration of Anna Thorianis Konstantin, Ex. 38, deposition testimony of Dr. Daniel Saltzman, Pp. 188-189; Ex. 36, deposition testimony of Anna Mack, Pp. 39-44.)

2. Radiology Department negligence, for taking five and a half hours to perform and report out a "STAT" ultrasound, in the absence of any plausible excuse for such delay and in the presence of testimony by Banner and outside experts that a report within 2 hours was required by the standard of care, and would have resulted in earlier reading of a later CT scan and lifesaving surgery the day before the child died; (Ex. 43,Testimony of Dr. Kalb, Pp. 47 line 18-48 line 9, P. 49 lines 17-25, Ex. 42, testimony of Dina Morales, P.99 lines 20-23; Ex. 42, Declaration of Dr. MacKenzie, last portion of Ex.1)
3. Banner Health, BUMG and BUMCT negligence, for permitting partially trained radiology residents with minimal training in pediatric radiology to interpret critical CT tests, on which decisions about life-saving surgery turned, without obtaining confirmation from an available attending pediatric radiologist, violating ACGME program requirements for specific guidance of these residents. (See earlier citations, P.10 supra, for evidence of this guideline violation).

For those reasons, there are no grounds for dismissal of any portion of the complaint against Banner and its entities, regardless of the determination of Notice of Claim and filing issues.

V. CONCLUSION

For the reasons expressed, we ask the court to exclude defenses based on A.R.S. §§12.801 or 12.801.1 from this case, and if the court is not so inclined, in the alternative to recognize that the ultimate issues of agency and employment must be left to the jury.

DATED this 4th day of January, 2019.

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IN THE SUPERIOR COURT FOR THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF PIMA

JEREMY AND KIMBERLY HARRIS, Plaintiffs, vs. BANNER UNIVERSITY MEDICAL CENTER TUCSON CAMPUS, LLC, an Arizona corporation dba BANNER UNIVERSITY MEDICAL CENTER TUCSON; GEETHA GOPALAKRISHNAN, M.D.; MARIE L. OLSON, M.D.; EMILY NICOLE LAWSON, D.O.; PARVANA AMELIA HARTENSTEIN, M.D.; MARCOS ANDRES TERAN, M.D.; JEFF C. HOEHNER, M.D.; DEMETRIO J. CAMARENA, M.D.; PRAKASH JOEL MATHEW, M.D.; JASON THOMAS	No. C20174589 **BRIEF ON THE SURVIVAL OF VICARIOUS LIABILITY OF A PRINCIPAL WHEN THE AGENT IS DISMISSED THROUGH AN IMMUNITY** (Assigned to Hon. Richard Gordon)

ANDERSON, M.D., SARAH MOHAMED DESOKY, M.D.; ARIZONA PEDIATRIC SURGERY AND UROLOGY, LTD.; BANNER HEALTH; BANNER UNIVERSITY MEDICAL GROUP; JOHN AND JANE DOES 1 – 50; ABC PARTNERSHIPS 1-5; AND XYZ CORPORATIONS 1-5,

Defendants.

I. Introduction and Summary of Argument

This brief argues that the undisputed degree of control over clinical care at BUMCT by Banner establishes dual employment regarding the asserted tortious conduct; that virtually every State which has addressed this issue, including Arizona, except for Wisconsin, has adopted the exposition of the Restatement of Agency 2d, §226, which holds that an actor may have two masters for the performance of a single act, and §217 with Comments, holding that immunities are non-delegable and are available as a defense only to the person who holds them; that a principal has no defense derivable from the dismissal of its agent if that dismissal was the product of an immunity; that what is imputed to the master through vicarious liability is the agent's negligent act, rather than the agent's liability, preserving legal exposure in the principal, thereby permitting the plaintiffs to proceed against that master for the agent's tortious conduct. This authority, with the cited cases, show that the survival of vicarious liability after an agents immunity-related dismissal is the overwhelming majority rule in this Country.

Defendant conflates two legally disparate fact patterns: dismissal of a principal after a determination at trial or via plaintiff's dismissal that the agent was not negligent or that he caused no harm …which scenario does not fit the facts of this case…as opposed

to a dismissal of the principal based on the agent's dismissal through statutory immunity, where negligent harm has never been adjudicated, as fits our facts. This comparison of apples and orange does not survive scrutiny. On our facts, as cited below, the virtually universal perspective is that the asserted negligent acts or omissions of the immune-dismissed physicians are still imputed to the remaining non-immune employer.

Further, as the Arizona legislature had the power to extend the ambit of A.R.S. §§12-821 and 12-821.1 immunity to nongovernmental dual employers, and chose not to do so, judicial extension of the reach of these statutes would not effectuate and support separation of powers. The Court's initial expressed inclination has sound foundation in law, and should become the Court's final ruling, permitting the plaintiffs to proceed against Banner Health on the basis of the negligent acts of the faculty physicians.

II. The Faculty Physicians were Banner Employees/Agents Acting within the Scope of their employment/agency when caring for Connor Harris, even if they were, per the Court's determination, government employees as well.

We need not re-submit the multiple exhibits showing the elements of control exerted by Banner over the rendition of clinical care by faculty physicians at BUMCT, amounting to proof of agency/employment. In brief, among others, Banner provided the facility used to render clinical care; the equipment; the ancillary personnel; the ancillary clinical services; all malpractice insurance[1], all worker's comp insurance; solely determined what hours and what shifts each physician at issue worked; could remove them from some or all clinical care at BUMCT; set productivity standards;

[1] The significance of malpractice and worker's comp. coverage in determining agency should not be underestimated. Not only is it mentioned as a critical factor in many opinions, but Evid. Code §4.11 holds that who pays for malpractice insurance is so material an indicator of agency and control as to permit evidence of malpractice coverage to be admitted at trial, contrary to the usual prohibition.

dictated the manner of practice as regards permissible manner of interaction with patients, specific methods of record keeping, mandatory taking of courses, vaccinations to be had; could require entry into rehab programs with return to clinical work at the sole discretion of Banner; settled all departmental disputes through BUMG's CEO; and could abolish the entire residency program at will, as of 2020.

III. The Restatement of Law 2d (Agency) recognizes dual employment, even for single acts, and its criteria define our faculty defendants as dual employees

The Restatement of Law 2d (Agency) admits of Dual Employment, even where a single act is at issue. In §226, the Restatement asserts the following: **"A person may be the servant of two masters, not joint employers, at one time as to one act, if the service to one does not involve the abandonment of the service to the other."** Comment (a) notes: " A single act may be done to effect the purposes of two independent employers…He may be the servant of two masters…if the act is within the scope of employment for both." Our Court has determined that the faculty physicians were government employees while working at BUMCT. The multiple indices of control and the central purpose of BUMCT's business being the rendition of medical care for fees to be paid by patients thus cared for, fees collected by and owned by Banner, show that the faculty defendants were also Banner employees.

IV. The Restatement and the Supreme Court and appellate Courts of multiple States have concluded that dismissals of agents on the basis of statutory immunity does not extinguish the vicarious liability of principals for the agents' tortious acts. Arizona law, though sparse on point, concurs.

Restatement of the Law, 2d, §217, Pp. 468-469 holds as follows:

> **In an action against a principal based on the conduct of a servant in the course of employment:**
>
> **(b) The principal has no defense because of the fact that:**

ii. The agent had an immunity from civil liability as to the act.

Comment (b) offers clarification: "Immunity is a word which denotes the absence of civil liability for what would be a tortious act but for the relation between the parties or the status or position of the actor…..immunities, unlike privileges, are not delegable and are available as a defense only to persons who have them….Where the principal directs an agent to act or the agent acts in the scope of employment the fact that the agent has an immunity from liability does not bar a civil action against the principal."

The Reporters' notes set out the extent to which the Restatement Rule has been generally adopted: "At the time of the original Restatement, the American cases were about evenly divided. Since the Restatement, however (1958), the trend has been strongly to enforce the liability of the Master. This has been done in the District of Columbia, Alabama, Florida, Georgia, Kentucky, Massachusetts, Minnesota, Missouri, New jersey, North Carolina, Ohio, and Pennsylvania." No change as to any of these points was made in the Restatement of Law (Agency) 3rd. Prosser concurs.[2]

A small sample of concurring cases includes those cited by the Court: *State ex. Rel. Sawicki v. Lucas County Court of Common Pleas,* 126 Ohio St. 3rd 198, 931, N.E.2d 1082 (2010) (doctor's corporation remained liable though doctor was individually dismissed in med mal case through government immunity); *Vargo v. Sauer,* 457 Mich. 49,69, 576 N.W.2d 656 (1998)(nongovernment hospital remained liable after dismissal of faculty physicians through immunity); *Tonsic v. Wagner,* 458. Pa 246,253, 329 A. 2d 497(1974), (surgeon being both a government and a hospital employee,

[2] See Prosser, Law of Torts,(3rd Ed.1964)§117, P,890-91: "Accordingly, the overwhelming majority of the courts now hold that the employer is liable even though the servant is immune from suit."

hospital liability survived surgeon's immunity-based dismissal); *Johnson v. LeBonheur Children's Medical Center,* Tenn 2002),74 S.W. 3d 338, 347 (resident was dual employee of University and hospital, hospital remaining liable when resident is dismissed through immunity). In *Brumbaugh v. Pet Incorporated,*129 Ariz. 12, 628 P.2d 49, when a wife sued both her husband and his employer for wrongful death of her son, the husband's immunity did not to extinguish the employer's vicarious liability.

A further sample includes: *Taplin v. Chatham,* 390 Mass. 1, 453, N.E. 2d 421 (1983) (Immunity of town emergency health care providers from liability did not extend to the town. Common law rule that a principal did not obtain the benefit of the agent's immunity applied); *Sanchez v. Unified School Dist. 469,* 50 Kan. App 2d 1185, 339 P.3d 399 (2014): (immunity through Teacher Protection Act for employees accused of negligent supervision of bullying did not extend to the school district, which retained respondeat superior liability); *Rodriguez v. Kraus,* 275 Ga. App.118; 619, S.E.2d 800 (2005): (policemen were immune from liability for false imprisonment, but under respondeat superior, the City remained liable); *Davis v. Lambert-St. Louis International Airport, 193 S.W. 3d 760 (Mo. 2006):(*Airport is not shielded from vicarious liability for officer's negligence… "official immunity does not deny the existence of officer's tort, or deny a duty."); *Madewell v. Nunley,* 1984 Okla. Civ. App. Lexis 89 Court of Appeals, Div. 2 1/31/1984,No 59382, (child was injured while sitting with father as he drove truck at work. Parental immunity statute made the father immune from lawsuit; but did not shield the father's employer from respondeat superior liability:"The employer may not seek refuge behind a doctrine designed to preserve family unity…Under the respondeat superior doctrine it is **the employees' negligence toward**

the injured person which establishes the employer's liability, not the employees' liability."); Columbus Reg'l Hospital v. Amburgery, 976 NE 2d 709: Indiana 2012 court of appeals (in med mal case, where doctor defendants were dismissed for running of the SOL, these being independent contractors of the hospital, hospital could still be liable vicariously in "apparent" agency..so the running of the statute of limitations was not the dispositive issue as a source of diminished or extinguished liability.)

V. The cases cited by Defendants are inapplicable

The two cases cited by Defendant in their motion for summary adjudication were only out of Wisconsin, a State that takes a view of Dual Employment that differs from that of the Restatement and virtually the rest of the Country. Wisconsin holds that unless the second employer's tasks are *totally different* from the tasks assigned by the government, there is no dual employment…only government employment. This differs from the otherwise universally accepted definition of dual employment, by which you are an employee/agent of **both** employers/principals so long as your assigned tasks from one does not require the "abandonment" of the assigned tasks of the other, and one act may be in service of two masters.. Further, in their main case, *Lamoreux v. Oreck,* the holding was that the circuit court properly dismissed the claim against the foundation because there was no evidence that the physician was subject to the control or the right to control of the foundation in the treatment of his patients…therefore the foundation was not liable for the physicians' negligence under the doctrine of respondeat superior. That case speaks to whether respondeat superior exists in the first place absent evidence for dual agency/employment, not to the subject of this brief and the facts of our case, which are "when there is clear respondeat superior liability prior to assertion of

immunity, does that liability survive a dismissal based only on immunity." The other cited case, *Riccitelli v. Broekhuizen,* turned on whether an official's contradictory testimony could be the basis for estoppel, the view that it was inappropriate to "import the concept of dual employment from Worker's Comp law" and the unique view of dual employment set out above: issues inapplicable in every respect to our case.

VI. Extending the ambit of A.R.S. §§12-821 and 821.1 would be inconsistent with the obligation of the Court to implement the separation of powers.

The Court has eloquently expressed its reluctance to go beyond the plain language of statutory law, asserting that application of A.R.S. §§12-821 and 821.1 where no government exposure existed would be an impermissible violation of the separation of powers. Plaintiffs respectfully assert that applying the plain language of these statutes in a manner that *extended* the right to a six month claim and a truncated statute of limitations to a nongovernmental corporate employer would, in addition to being contrary to the clear weight of current statutory construction, we respectfully suggest, be crossing a separation-of-powers bridge too far.

VII. Conclusion

The facts of the case, the Restatement, Prosser, the vast majority of case law, including some Arizona law, support the conclusion that in rendering the clinical care that resulted in Connor Harris' death, the faculty defendants in this case were dual employees, i.e of Banner as well as of the University of Arizona; and that the dismissal of the faculty doctors on the sole grounds of governmental immunity does not

extinguish the vicarious liability of Banner Health for the doctors' tortious acts. The plaintiff should be permitted to proceed against Banner on that basis.

DATED this __15th__ day of July, 2019

LAW OFFICE OF ARLAN A. COHEN

__/s/ Arlan A. Cohen, MD, JD
Arlan A. Cohen, MD, JD

---and---

RUDD MEDIATION

Lawrence Rudd, MD, JD

Original electronically filed on
This 15th day of July, 2019, to:

Pima County Superior Court
Hon. Richard E. Gordon

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IN THE SUPERIOR COURT FOR THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF PIMA

JEREMY AND KIMBERLY HARRIS, Plaintiffs, vs. BANNER UNIVERSITY MEDICAL CENTER TUCSON CAMPUS, LLC, an Arizona corporation dba BANNER UNIVERSITY MEDICAL CENTER TUCSON; GEETHA GOPALAKRISHNAN, M.D.; MARIE L. OLSON, M.D.; EMILY NICOLE LAWSON, D.O.; PARVANA AMELIA HARTENSTEIN, M.D.; MARCOS ANDRES TERAN, M.D.; JEFF C. HOEHNER, M.D.; DEMETRIO J. CAMARENA, M.D.; PRAKASH JOEL MATHEW, M.D.; JASON THOMAS ANDERSON, M.D., SARAH MOHAMED DESOKY, M.D.; ARIZONA PEDIATRIC SURGERY AND UROLOGY, LTD.; BANNER HEALTH; BANNER UNIVERSITY MEDICAL GROUP; JOHN AND JANE DOES 1 – 50; ABC PARTNERSHIPS 1-5; AND XYZ CORPORATIONS 1-5, Defendants.	No. C20174589 **Defendants' Additional Briefing On Vicarious Liability** (Assigned to Hon. Richard E. Gordon)

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Pursuant to the Court's request, the Defendants submit this additional brief demonstrating that the recent dismissal of the Physicians extinguishes any claimed respondeat superior liability for Banner.

A. Dismissal of an Agent with Prejudice Extinguishes the Principal's Alleged Vicarious Liability.

Because the Physicians have been dismissed with prejudice, Plaintiffs cannot maintain a *respondeat superior* claim against Banner. In Arizona. a dismissal with prejudice constitutes an adjudication on the merits. *De Graff v. Smith*, 62 Ariz. 261, 157 P.2d 342 (1945).[1] And because a dismissal with prejudice is an adjudication on the merits, the dismissal of an agent with prejudice requires dismissal of the principal, for there is no fault to impute to the principal. *Law v. Verde Valley Med. Ctr.*, 217 Ariz. 92, 96, 170 P.3d 701, 705 (Ct. App. 2007) (when a judgment on the merits, including a dismissal with prejudice, is entered in favor of an employee, "there is no fault to impute and the party potentially vicariously liable" is not responsible). Indeed, courts in Arizona have specifically held that dismissal of an employee with prejudice on notice of claim grounds precludes any vicarious liability of the employer. *Ferreira v. Arpaio*, 2016 WL 3970224, at *10 (D. Ariz. July 25, 2016) (after citing *DeGraff*, "Here, Plaintiff's state law claims against the individual employee Defendants have been dismissed, with prejudice, due to Plaintiff's failure to comply with the notice of claim statute. Under Arizona law, Defendants Maricopa County and Arpaio can never be held vicariously liable for their employees' official conduct."); *Nixon v. Mohave Cty.*, 2014 WL 4162370, at *2 (D. Ariz. Aug. 20, 2014) (after citing *DeGraff*, "If claims against individual employees are dismissed with prejudice, then the employer can never be found vicariously liable."); *Mink v. Arizona*, 2011 WL 90107, at *1 (D. Ariz. Jan. 11, 2011) (because the court previously dismissed

[1] In Arizona, even a *voluntary* dismissal with prejudice constitutes an adjudication on the merits under *DeGraff*. *See, e.g., Torres v. Kennecott Cooper Corp.*, 15 Ariz. App. 272, 274, 488 P.2d 477, 479 (1971); *Angulo v. City of Phoenix*. 2013 WL 3828778 (Ariz. Ct. App. July 16, 2013) (affirming summary judgment for employer; voluntary dismissal of employee with prejudice due to plaintiff's failure to serve him with notice of claim extinguished potential vicarious liability claim against employer), citing *DeGraff*.

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the state tort claims against the employees for failure to comply with Arizona's notice-of-claim requirements, "they cannot form the basis for vicarious tort liability of the City."), *aff'd*, 475 F. App'x 202 (9th Cir. 2012) ("The district court properly granted summary judgment to the City of Mesa on Mink's state-law negligence claim because that claim was premised on respondeat superior liability, and the negligence claims against city employees had been dismissed.)[2]

In short, *DeGraff* holds that "a dismissal with prejudice constitutes an adjudication on the merits," and *Law* holds that a dismissal with prejudice precludes a vicarious liability claim. This Court is bound to follow both and dismiss the vicarious liability claims against Banner. *Francis v. Ariz. Dep't of Transp.*, 192 Ariz. 269, 271, 963 P.2d 1092, 1094 (App. 1998) ("once a point of law has been established, it must be followed by all courts of lower rank in subsequent cases where the same legal issue is raised").

B. *Sawicki* and *Brumbaugh* Are Inapplicable.

At oral argument, the Court mentioned two cases it thought might be on point—*State ex rel. Sawicki v. Lucas County Court of Common Pleas*, 931 N.E.2d 1082, 1087 ¶ 15 (Ohio 2010), and *Brumbaugh v. Pet, Inc.*, 129 Ariz. 12, 13, 628 P.2d 49, 51 (Ct. App. 1981). In truth, neither applies because neither involved a dismissal with prejudice of the employee/agent or an adjudication on the merits. In *Brumbaugh*, the court held only that the doctrine of interspousal immunity did not prevent a wife from suing her husband's employer. The court reasoned that simply because the employee/husband enjoyed interspousal immunity did not mean his employer could take advantage of it. 129 Ariz. at 13, 628 P.2d at 51. That precept is irrelevant here. *Sawicki* also did not involve the employee's dismissal with prejudice. There, the employee was originally sued in the

[2] In *Strickler v. Arpaio*, 2012 WL 6200612, at *4 (D. Ariz. Dec. 12, 2012), Judge Snow held that dismissal of the employee on notice of claim grounds did not extinguish the plaintiff's vicarious liability claim. But the case did not cite or even mention *DeGraff* (or *Mink* for that matter), and noted that the employer had failed to cite a case holding that dismissal on notice of claim grounds vitiates respondeat superior liability. *Id*. Now, of course, we have several such cases (cited above).

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wrong court (the court of common pleas), so the case was dismissed without prejudice. Plaintiff never brought a suit in the right court (the court of common claims). The Ohio Supreme Court ultimately held that the plaintiff did not have to bring his suit in the court of common claims because plaintiff was suing a private employer, not the state. 931 N.E.2d at 1087 ¶ 15. The court went on to discuss "dual agency" concepts, but those are not relevant to the vicarious liability issue. Banner already established in the last round of briefing, and the Court has already correctly found, that the Physicians' challenged conduct was at least incidental to their public employment, thus requiring service of a notice of claim; and that the "dual agency" concept did not change that. *Sawicki* finally held that a statute that immunized state employees from suit did not operate to immunize the employer. *Id*. at 1088 ¶ 28. Here we are not talking about immunizing Banner based on an immunity statute for public employees. Our issue is that the dismissal with prejudice of the Physicians operates as an adjudication on the merits, which extinguishes any alleged vicarious liability as to Banner.[3]

In short, Arizona law mandates that an employee's or agent's dismissal with prejudice extinguishes any claimed vicarious liability of the principal. Arizona cases have also held that an employee's dismissal with prejudice for failure to serve him with a notice of claim precludes any alleged vicarious liability of the employer. *Strickler*, the only case holding otherwise, inexplicably failed to cite or follow *DeGraff* or *Law*—Arizona appellate court precedent that this Court is bound to follow.[4]

C. Plaintiffs Cannot Avoid the Notice of Claim Requirements by Pursuing Banner Vicariously.

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[3] Arizona's notice of claim statute is not an immunity statute, either. To the contrary, in fact, in enacting the Tort Claims Act, the legislature "declared . . . the public policy of this state that public entities are liable for acts and omissions of employees in accordance with the statutes and common law of this state …." *City of Phoenix v. Fields*, 219 Ariz. 568, 571, ¶ 8, 201 P.3d 529, 532 (2009).

[4] Indeed, though one court of appeals judge has suggested—in a concurrence in an unpublished voluntary dismissal case—that the Supreme Court should revisit the *DeGraff* rule, the Supreme Court declined to take review in that case. *See Angulo v. City of Phoenix*, 2013 WL 3828778 (Ariz. Ct. App. July 16, 2013).

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As the court stated in *Nixon v. Mohave Cty*., 2014 WL 4162370, at *2 (D. Ariz. Aug. 20, 2014), "if plaintiff could continue to assert claims for vicarious liability against the County even though his 'official capacity' claims against Holcomb and Latoski have been dismissed with prejudice, then his failure to comply with the Notice statute as to Holcomb and Latoski would be excused, which would not be consistent with Arizona law that treats the Notice statute as 'mandatory.'" The same holds true here. If the vicarious liability claim were to move forward against Banner, the Physicians would be required to defend their care at trial despite having been deprived of the requisite notice of claim, and despite having been dismissed from the case with prejudice. Furthermore, the Physicians would be required to report any vicarious liability judgment against Banner to the National Practitioners Databank and on all future credentialing applications. Such a result would completely subvert the notice of claim requirements and the Physicians' dismissal with prejudice.

CONCLUSION

Arizona law is clear: when a judgment on the merits, including a dismissal with prejudice, is entered in favor of an employee, "there is no fault to impute and the party potentially vicariously liable" is not responsible. *Law v. Verde Valley Med. Ctr.*, 217 Ariz. 92, 96, 170 P.3d 701, 705 (Ct. App. 2007). Dismissal of the Physicians with prejudice extinguished the vicarious liability claim against Banner. The only claims remaining against Banner are Plaintiffs' independent claims for breach of contract, misrepresentation, and negligent nursing, which are pending on summary judgment.

RESPECTFULLY SUBMITTED this 15th day of July, 2019.

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IN THE SUPERIOR COURT FOR THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF PIMA

JEREMY AND KIMBERLY HARRIS, Plaintiffs, vs. BANNER UNIVERSITY MEDICAL CENTER TUCSON CAMPUS, LLC, an Arizona corporation dba BANNER UNIVERSITY MEDICAL CENTER TUCSON; GEETHA GOPALAKRISHNAN, M.D.; MARIE L. OLSON, M.D.; EMILY NICOLE LAWSON, D.O.; PARVANA AMELIA HARTENSTEIN, M.D.; MARCOS ANDRES TERAN, M.D.; JEFF C. HOEHNER, M.D.; DEMETRIO J. CAMARENA, M.D.; PRAKASH JOEL MATHEW, M.D.; JASON THOMAS ANDERSON, M.D., SARAH MOHAMED DESOKY, M.D.; ARIZONA PEDIATRIC SURGERY AND UROLOGY, LTD.; BANNER HEALTH; BANNER UNIVERSITY MEDICAL GROUP; JOHN AND JANE DOES 1 – 50; ABC PARTNERSHIPS 1-5; AND XYZ CORPORATIONS 1-5, Defendants.	No. C20174589 **DEFENDANT BANNER UNIVERSITY MEDICAL GROUP'S RESPONSE TO PLAINTIFFS' REQUEST FOR ADMISSION NO. 1-4 AND NON-UNIFORM INTERROGATORIES NO. 1-4** (Assigned to Hon. Richard E. Gordon)

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Defendant Banner – University Medical Center Tucson Campus, LLC, by and through counsel undersigned, submits the following response to Plaintiffs' Request for Admission No. 1-4 and Non-Uniform Interrogatories No. 1-4.

REQUEST FOR ADMISSION NO. 1

Admit that neither the State of Arizona nor any State government entity has any financial exposure to liability in this lawsuit.

Response:

Admit.

NON-UNIFORM INTERROGATORY NO. 1

If your response to Request for Admission No. 1 was anything but an unequivocal admission:

A. Provide the basis for your response.

B. List all witnesses you will use to support your response.

C. List all exhibits you will use to support your response.

REQUEST FOR ADMISSION NO. 2

Admit that the malpractice coverage cited in the disclosure statements of defendants was paid for in full, with no allocation agreement to divide responsibility for liability covered by this policy, by Banner or Banner entities and not by the State of Arizona or any of its entities.

Response:

Admit.

NON-UNIFORM INTERROGATORY NO. 2

If your response to Request for Admission No. 1 was anything but an unequivocal admission:

A. Provide the basis for your response.

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B. List all witnesses you will use to support your response.

C. List all exhibits you will use to support your response.

REQUEST FOR ADMISSION NO. 3

Admit that as of 7/1/15, all Clinicians with Faculty positions at U of A were covered by workers compensation policies for injury that might occur during clinical work at BUMCT by Banner Health or its entities which policies were paid for by Banner Health or its entities and not by the State of Arizona or any of its entities.

Response:

Admit.

NON-UNIFORM INTERROGATORY NO. 3

If your response to Request for Admission No. 1 was anything but an unequivocal admission:

A. Provide the basis for your response.

B. List all witnesses you will use to support your response.

C. List all exhibits you will use to support your response.

REQUEST FOR ADMISSION NO. 4

Admit that whether or not the defendants in this lawsuit were called University employees' or 'Banner Health' employees or BUMCT employees, their malpractice coverage at the time of Connor Harris' death and at the time of filing of his lawsuit was paid for in full by BH and/or its entities, and not by the State of Arizona or its entities.

Response:

Admit.

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NON-UNIFORM INTERROGATORY NO. 4

If your response to Request for Admission No. 1 was anything but an unequivocal admission:

A. Provide the basis for your response.

B. List all witnesses you will use to support your response.

C. List all exhibits you will use to support your response.

DATED this 7th day of September, 2018.

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By _____

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