

AFFILIATION AGREEMENT FOR STUDENT ROTATIONS

This Affiliation Agreement for Student Rotations (“**Agreement**”) is made and entered into on the date of last signature below (“**Effective Date**”), by and between Chandler Fire Department of Chandler, AZ (“**Fire Department**”) and HonorHealth. Fire Department and HonorHealth may hereinafter be referred to individually as a “**Party**” or, collectively, as “**Parties.**”

RECITALS

WHEREAS, Fire Department offers an Emergency Medical Services-Paramedic Certification Program (“**Program**”) for its participant-students (at times referred to individually as a “**Student**” or, collectively, as “**Students**”), and such Program requires clinical experience so that Student(s) can fulfill a Program requirement;

WHEREAS, HonorHealth provides comprehensive health care and emergency care services at its hospitals, outpatient centers, and clinical and non-clinical facilities and offices throughout Arizona (in any combination, “**facilities**”);

WHEREAS, HonorHealth recognizes the need for on-site learning experiences in the training of Students and desires to make available certain personnel, staff and facilities for such learning experiences; and

WHEREAS, the Parties have agreed to cooperate in providing Students from the Program with on-site learning experiences at HonorHealth, subject to the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the above recitals, the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for their mutual reliance, the Parties agree as follows:

I. RESPONSIBILITIES OF HONORHEALTH

A. General. HonorHealth agrees to accept Students from Fire Department for the purpose of receiving supervised training and experience at such times as are mutually agreed to by the Parties. HonorHealth will provide an opportunity for a planned, supervised program of learning at its facilities in cooperation with Fire Department. Notwithstanding the foregoing, HonorHealth is not obligated to accept Students from Fire Department on a continuous basis or from more than one Program at any one time.

B. Liaison. For each Student rotation, HonorHealth shall designate an individual to serve as a liaison between HonorHealth and Fire Department to coordinate each Student’s on-site learning experience.

C. Supervision. HonorHealth shall provide supervision of the educational activities of each Student while on rotation at HonorHealth as is reasonable and appropriate to the circumstances and to a Student’s level of training. While on rotation at HonorHealth, Students are (i) not to provide any patient care or service apart from its educational value and unless under the direct supervision of a staff member designated by HonorHealth and (ii) not to replace HonorHealth employees and/or staff.

D. Orientation. HonorHealth will provide for the orientation of Fire Department’s Students as to HonorHealth’s rules, regulations, policies and procedures relevant to Student’s rotation including information regarding safety and emergency procedures, patient privacy and confidentiality. HonorHealth reserves the right to either cancel or delay a Student’s rotation if orientation is not satisfactorily completed at least three (3) weeks prior to Student’s first day of rotation at HonorHealth.

Patient privacy and confidentiality training provided by HonorHealth to Students during orientation shall satisfy the requirements of all applicable Federal and state laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”) and related regulations. Solely for the purpose of defining the role of Students in relation to the use and disclosure of HonorHealth’s protected health information, such Students are defined as members of HonorHealth’s workforce, as that term is defined by 45 CFR 160.103, when engaged in educational activities pursuant to this Agreement. However, such Students are not and shall not be considered to be employees of HonorHealth.

E. Facilities. HonorHealth shall arrange for Students to have access to the facilities and resources as are available and reasonably necessary for the activities of Students under this Agreement.

F. Evaluation. HonorHealth will, upon written request, assist Fire Department in the assessment of the learning and performance of Students by completing assessments forms provided by Fire Department.

G. Emergency Care. HonorHealth shall provide Students with access to emergency care while engaged in their educational experience at HonorHealth. Fire Department agrees to inform Students that they must notify HonorHealth and Fire Department as soon as practicable if they develop an illness or is involved in an accident while on rotation at HonorHealth. The Parties agree that Students shall bear the cost of all emergency services rendered and follow-up care and/or hospitalization and Fire Department agrees to inform Students of such.

H. Insurance. At all times while this Agreement is in effect, HonorHealth, at its sole cost and expense, shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain a program of insurance as follows:

- (i) professional liability insurance of at least one million dollars (\$1,000,000) per occurrence/claim and three million dollars (\$3,000,000) annual aggregate; and
- (ii) general liability insurance of at least one million dollars (\$1,000,000) per occurrence/claim and three million dollars (\$3,000,000) annual aggregate;

All of the aforementioned insurance shall have an effective date prior to or coinciding with the Effective Date of this Agreement.

II. RESPONSIBILITIES OF FIRE DEPARTMENT

A. General. Fire Department shall retain full responsibility for the planning, implementation and execution of its Program, including programming, administration, accreditation, curriculum, content, grading and requirements for matriculation, promotion and graduation.

B. Liaison. Fire Department shall designate an individual to serve as a designee of each Student rotation (“**Rotation Designee**”). Rotation Designee shall be the liaison between Fire Department and HonorHealth to coordinate and assist, as necessary, in operating an effective on-site learning experience for Students.

C. Assignment of Students. Fire Department shall provide to HonorHealth at least thirty (30) days prior to the start of each Student rotation: (i) number of Students and on-site faculty (if applicable), (ii) type and description of rotation, (iii) schedule of assignments, (iv) skill set sheet, (v) number of on-site hours, (vi) date range of rotation, (vii) name and contact information of Rotation Designee, (viii) if requested by

HonorHealth, summary of Student's education and experience, (ix) need for a preceptor and (x) any other information requested by HonorHealth pertaining to Students or the proposed rotation.

D. Qualifications of Students. Fire Department shall refer to HonorHealth only those Students who (i) meet all qualifications for the on-site learning experience, (ii) have satisfactorily completed the health and immunization, safety and other requirements necessary for their participation in the rotation and (iii) are in good standing with Fire Department. If the good standing of a Student changes while assigned to HonorHealth, Fire Department agrees to immediately (i) notify HonorHealth and (ii) remove such Student from participation in the rotation at HonorHealth.

E. Health Insurance. Fire Department shall inform each Student that they are responsible for providing their own health insurance at no cost to HonorHealth.

F. Health and Immunization, Safety and Other Requirements. Prior to commencement of rotation at HonorHealth, Fire Department shall inform each Student that they are expected to comply with the health and immunization, safety and other requirements stated below. At least three (3) weeks prior to the start of rotation at HonorHealth, Fire Department shall provide to HonorHealth a written or electronic attestation verifying that Student has successfully met the requirements stated below. In the case of non-clinical rotations, if Fire Department has in good faith determined that it is unable to provide to HonorHealth the aforementioned attestation for a Student due to the non-clinical nature of such Student's Program, Fire Department shall immediately notify HonorHealth and, provided that the Parties mutually agree to move forward with the proposed rotation, the Parties agree to work in good faith together and with the affected Student to satisfy the required assessment verifying that Student has met the requirements stated below.

(i) Immunizations

- (a) Record of a two-step booster method for Students who have not had a tuberculin skin test within the last twelve (12) months of the start of their rotation at HonorHealth, or annual TB screening completed on or before the annual renewal date, or TB IGRA negative results may be substituted for annual tuberculin skin test, or negative chest x-ray within the last six (6) months for Students with a history of a positive TB.
- (b) Record of measles, mumps, and rubella ("MMR") lab titer confirming positive immunity or two (2) full vaccinations to MMR given at least twenty-eight (28) days apart and after one year of age.
- (c) Record of varicella lab titer confirming positive immunity or two (2) varicella vaccinations.
- (d) Record of current vaccination for seasonal influenza or exemption acceptable to Host Fire Department. If vaccination is waived/declined, Student must wear a surgical/procedural mask at all times while in patient-care buildings and patient-care areas during flu season in accordance with AZ State regulations.
- (e) For Students with a predictable possible exposure to blood or infectious body fluids, record of either (i) lab titer confirming positive immunity to Hepatitis B; or (ii) current vaccination; or (iii) proof of waiver/declination.

- (ii) Drug Screen. Must be completed upon entry into Student's academic/training program at Fire Department or within the last year of the start of the rotation at HonorHealth.

Each Student must have passed a urine drug screen for substance abuse using a standard panel that includes the following substances: amphetamine, barbiturate, benzodiazepine, cannabinoids, cocaine or metabolites, methadone, opiates, oxycodone, phencyclidine, and propoxyphene. Screening and cut-off levels must match those of HonorHealth in effect at such time. Fire Department must also instruct each Student that he/she will need to rescreen upon returning from a leave of absence or for cause as determined by HonorHealth.

- (iii) Level One Fingerprint Clearance Card. Each Student is required to obtain and maintain a valid Level One Arizona Department of Public Safety Fingerprint Clearance Card throughout his/her rotation at HonorHealth facilities with this requirement. This fingerprint clearance card must encompass state and federal checks for criminal and sex offender offenses.
- (iv) Background Screen. Must be completed upon entry into the Student's academic/training program at Fire Department or within the last year of the start of the rotation at HonorHealth. Each Student must pass a background check going back seven (7) years including, but not limited to the following: Social Security Trace/Alias Trace, SSN Sight Validation, Maricopa County/Arizona Warrant Search, Out-of-State County Criminal Search, USA Criminal Search and USA Sex Offender, and Sanctions Scan Healthcare Sanctions Database/OIG Healthcare Sanctions Check.
- (v) Basic Life Support (BLS) Certification. Each Student on a clinical rotation must maintain current Basic Life Support certification from American Heart Association throughout his/her rotation at HonorHealth. Basic Life Support certification must include evidence of a hands-on skills component.
- (vi) Other. Any other documentation reasonably required by HonorHealth.

If applicable, Fire Department must maintain copies of documentation evidencing all of the above requirements for each placed Student in accordance with Fire Department's record retention requirements and agrees to provide, or arrange for the Students to provide, to HonorHealth, copies of such documentation upon the request of HonorHealth.

Students who do not comply with the health and immunization, safety and other requirements of this section or any other prerequisites requested by HonorHealth will not be eligible for rotation at HonorHealth. HonorHealth retains the right to remove any Student who does not meet or maintain the standards set forth herein. Any exception to these requirements must be approved in writing by HonorHealth before Student's rotation start date. HonorHealth reserves the right to terminate this Agreement in the event of falsification or misrepresentation of the requirements set forth in this section.

G. Policies. Fire Department shall inform all Students of their responsibility to follow all applicable administrative policies, standards, practices and procedures of HonorHealth while on rotation at any HonorHealth facilities.

H. Confidential Information. Fire Department will advise its Students that they must not disclose any confidential material or information connected with HonorHealth or any of its employees, staff and patients, except as required by federal or state law.

I. Insurance. At all times while this Agreement is in effect, Fire Department, at its sole cost and expense, shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain a program of insurance as follows and shall provide to HonorHealth evidence of such coverage:

(i) professional liability insurance for its Students and on-site faculty employed by Fire Department (if applicable) of at least one million dollars (\$1,000,000) per occurrence/claim and three million dollars (\$3,000,000) annual aggregate;

(ii) general liability insurance of at least one million dollars (\$1,000,000) per occurrence/claim and three million dollars (\$3,000,000) annual aggregate;

(iii) workers' compensation insurance for its employees (including on-site faculty employed by Fire Department) in a form and amount covering Fire Department's full liability as required by applicable state law; and

(iv) Student accident insurance of at least ten thousand dollars (\$10,000) for any Student not covered by Fire Department's workers' compensation insurance.

Notwithstanding the foregoing, if Fire Department is a public entity entitled to governmental immunity protections under applicable state law, then Fire Department shall provide occurrence-based liability coverage in accordance with any limitations associated with the applicable state law; but Fire Department shall provide such insurance with limits of at least one million dollars (\$1,000,000) per occurrence/claim and three million dollars (\$3,000,000) annual aggregate in the event governmental immunity protections are determined by a court of competent jurisdiction to not apply.

All of the aforementioned insurance shall have an effective date prior to or coinciding with the Effective Date of this Agreement. If Fire Department obtains claims-made insurance for any of the above policies, then Fire Department shall provide for continuous coverage with limits of liability set forth above (and providing evidence thereof, to HonorHealth) to cover all claims that arise out of a Student's rotation at HonorHealth. If such claims-made coverage is cancelled, expired or terminated, Fire Department shall be responsible for procuring and paying for tail coverage (and providing evidence thereof, to HonorHealth) to assure an extended reporting endorsement following such cancellation, expiration or termination to cover all claims that arise out of a Student's rotation at HonorHealth.

Fire Department shall provide notification to HonorHealth at least thirty (30) days prior to cancellation, termination, non-renewal, or material alteration of any policy. Failure by Fire Department to maintain the required insurance during any period and, if applicable, following termination or expiration of this Agreement shall give HonorHealth the right to terminate this Agreement and HonorHealth shall be entitled to recover from Fire Department all damages caused by the failure to obtain and maintain insurance as required under this Agreement.

J. Fire Department and Program Status. As of the Effective Date, Fire Department (i) is in good standing with the City of Chandler, Arizona and agrees to notify HonorHealth immediately upon a change in such status and (ii) has submitted its application for accreditation with the Commission on Accreditation of Allied Health Education Programs ("CAAHEP") for its Emergency Medical Services-Paramedic Certification Program. While its request for accreditation is under review by CAAHEP, Fire Department has been granted a Letter of Review by the Committee on Accreditation of Educational Programs for the Emergency Medical Services Professions ("CoAEMSP"), which is the official designation that the Program is in the "becoming accredited" process and during the interim period until final accreditation the Program can function as a pending accredited body and any Students graduating from the Program is

eligible to sit for the National Registry of Emergency Medical Technicians paramedic credentialing examination(s). Fire Department shall notify HonorHealth of successful completion of the accreditation process (and providing evidence thereof, to HonorHealth upon request) and if at any time during the term of this Agreement accreditation is placed on probationary status or revoked. HonorHealth reserves the right to immediately cancel or terminate on-site learning experiences and/or this Agreement (without completion of the on-site learning experience) based upon a change in Fire Department's good standing or the Program's accreditation status.

K. On-Site Faculty. If a faculty member of Fire Department desires to participate in an on-site learning experience with Student(s) at HonorHealth ("**on-site faculty**"), faculty member must comply with the same requirements and obligations as those of Students set forth in this Agreement.

III. GENERAL PROVISIONS

A. Confidentiality.

(i) General Confidentiality. All Parties shall protect the confidentiality of each other's records and information, and shall not disclose confidential information without the prior written consent of the other Party.

(ii) Patient Health Information. Students may receive or acquire from HonorHealth protected health information ("**PHI**") as that term is defined under the Health Insurance Portability and Accountability Act of 1996 and implementing regulations, including 45 CFR Section 160 and 164 (collectively "**HIPAA**"). Fire Department agrees that all PHI acquired as a result of Students' training at HonorHealth is confidential, and that Fire Department and Students are prohibited from using and/or disclosing that information to any person or persons not involved in the care or treatment of the patients, in the instruction of Students, or in the performance of administrative responsibilities at HonorHealth. Fire Department shall protect the confidentiality of PHI as required by law at all times both during and after Students' training at HonorHealth. All PHI obtained, generated or encountered relating to the training shall at all times be and remain the property of HonorHealth.

(iii) Patient Authorization. No HonorHealth PHI may be disclosed to or shared with Fire Department (or Fire Department's employees or agents not participating as on-site faculty) during the course of and for the Program unless HonorHealth has received express written patient authorization. HonorHealth shall reasonably assist Fire Department in obtaining such authorization in appropriate circumstances. In the absence of such authorization, Students and on-site faculty shall use only de-identified information (as defined by HIPAA) in any discussion with Fire Department (or Fire Department's employees or agents not participating as on-site faculty). The preceding shall not prohibit disclosure or sharing of PHI between HonorHealth and Fire Department as permitted by HIPAA and/or state law for treatment, payment or healthcare operations.

(iv) Cameras. Students and on-site faculty shall not be permitted to use any cameras or camera cell phones at HonorHealth.

(v) Effect of Termination of Agreement on PHI. Upon the termination of this Agreement for any reason, Fire Department shall use its best efforts to return to HonorHealth or to destroy all written and electronic PHI received or acquired from HonorHealth. For example, such efforts may include destruction by shredding of Students' essays or papers containing PHI and destruction by shredding of any on-site faculty containing PHI.

(vi) Notice of Breach of Confidentiality. If Fire Department becomes aware of the unauthorized use or disclosure of PHI, Fire Department shall promptly and fully notify HonorHealth of all facts known to it concerning such unauthorized use or disclosure within twenty-four (24) hours of learning of such unauthorized use or disclosure.

(vii) Remedies of Breach. Fire Department agrees that, if it breaches this Section III on Confidentiality, HonorHealth may immediately terminate this Agreement upon written notice of intent to terminate from Fire Department. In addition to damages, HonorHealth shall be entitled to equitable remedies, including injunctive relief in the event of breach of this Section by Fire Department.

(viii) FERPA. To the extent HonorHealth generates or maintains educational records related to Student subject to the Family Educational Rights and Privacy Act ("**FERPA**"), HonorHealth agrees to comply with FERPA to the same extent as such laws and regulations apply to Fire Department, and shall limit access to only those HonorHealth employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, Fire Department hereby designates HonorHealth as an Fire Department official with a legitimate educational interest in the educational records of the participating Student(s) to the extent that access to the Fire Department's records is required by HonorHealth to carry out the Program.

B. Patient Care. The Parties agree that HonorHealth and its employees, staff and agents have independent discretion to make professional judgments relating to the delivery of health care services and that Fire Department shall neither have nor exercise control or direction the manner in which HonorHealth and its employees, staff and agents deliver health care services to patients.

C. Dismissal of Students. HonorHealth may immediately remove any Student from any of its facilities and retains the right to suspend or terminate the participation of any Students. HonorHealth will promptly notify Fire Department if such an action is required and/or taken and the reasons for such action, but such notice will not give Fire Department or affected Student any opportunity to challenge the action.

Fire Department may terminate the participation of any Student when, in its sole discretion, it determines that further participation by such Student would no longer be appropriate. Fire Department will immediately notify HonorHealth if such action is required and/or taken.

D. No Payments. No payments or remuneration shall be made between the Parties or by HonorHealth to any Student in connection with this Agreement. HonorHealth shall not be responsible for any of Student's personal expenses such as transportation, housing, meals, medical care, tuition or incidentals and any costs or expenses to meet HonorHealth's health and immunization, safety and other requirements set forth in Section II(F) of this Agreement.

E. Term; Termination. (i) This Agreement will commence on the Effective Date and remain in effect for a period of five (5) years. Following the initial term, this Agreement may be renewed by mutual written consent of the Parties. The Parties acknowledge that this Agreement is subject to cancellation by the City of Chandler under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

(ii) Any Party may terminate this Agreement for any reason upon sixty (60) days' prior written notice to the other Party. Should this Agreement be terminated prior to its expiration date and notwithstanding anything in this Agreement to the contrary, Students assigned to HonorHealth at the time of such termination shall be permitted to complete their rotations pursuant to the terms and conditions of this Agreement. In the event of a material breach of this Agreement, the aggrieved Party may terminate this

Agreement by giving thirty (30) days' prior written notice of termination to the breaching Party. If the breach is not cured, this Agreement shall terminate at the end of such thirty (30) day period and any Students on rotation with HonorHealth shall be immediately dismissed from such rotation.

F. Status of the Parties. The Parties agree that no Student participating in an on-site learning experience shall be considered an employee, agent, contractor or representative of HonorHealth for any purpose including but not limited to workers' compensation, employee benefits, salary and professional liability. The Parties further agree that no employee or agent of HonorHealth shall be considered an employee, agent, contractor or representative of Fire Department for any purpose including but not limited to workers' compensation, employee benefits, salary and professional liability. The Parties expressly understand and agree that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association among the Parties, but is, rather an agreement by and among independent Parties.

G. Indemnification. Each of Fire Department and HonorHealth (an "**indemnifying Party**") shall defend, indemnify and hold harmless the other, its affiliates, parents, subsidiaries, directors, officers, agents, employees, volunteers, Students (in the case of Fire Department) or on-site faculty (in the case of Fire Department) from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims (collectively, "**Claim**") for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such Claim for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying Party, its directors, officers, employees, agents, Students (in the case of Fire Department) or on-site faculty (in the case of Fire Department).

Each Party, explicitly acknowledging that it is not the agent or employee of the other, shall be responsible for its own acts and omissions and the acts and omissions of its own employees and agents in carrying out this Agreement. For avoidance of doubt, Fire Department shall be responsible for the negligent or willful acts or failure to act of Student and/or on-site faculty (if applicable) during each on-site learning experience.

H. Notices. Any notice, demand or communication required under this Agreement will be deemed effectively given when made in writing (i) on the date tendered by personal delivery; (ii) on the third business day following deposit in the United States mail, with postage prepaid, certified or registered mail, return receipt requested; (iii) on the date tendered for delivery by nationally recognized overnight courier; or (iv) on the date sent by electronic mail provided sender does not receive any indication that such message is undeliverable or otherwise unable to reach recipient, in each case to the addresses shown below or such other address(es) as a Party may specify in writing to the other Party from time to time.

If to Fire Department:

Chandler Fire Department
Mail Stop 801, PO Box 4008
Chandler, AZ 85244
Attn: Charles Griffiths
Email: Charles.griffiths@chandleraz.gov

If to HonorHealth:

HonorHealth
8283 N. Hayden Road, Suite 225
Scottsdale, AZ 85258
Attn: Director, Professional Development - Center
for Clinical Excellence
Email: StudentRotation@HonorHealth.com

with a copy to:

HonorHealth
8125 N. Hayden Road
Scottsdale, AZ 85258

Attn: Legal Department
Email: legalcontractsteam@honorhealth.com

I. No Discrimination. Each Party agrees not to discriminate in the selection or acceptance of any Student wishing to participate in, or is already participating in, an on-site learning experience at HonorHealth on the basis of race, color, national origin, religion, sex, sexual orientation, mental or physical disability, age, veteran's status, medical condition, ancestry, marital status, citizenship or any other basis protected by law.

J. Force Majeure. Either Party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to acts of God, acts of war, fire, insurrection, labor disputes, riots, earthquakes or other acts of nature. The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a Party's performance continues for a period in excess of thirty (30) days, the other Party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other Party.

K. Assignment. Neither Party shall assign their rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party.

L. Severability. If any provision of this Agreement is deemed to be invalid or unenforceable by a court of competent jurisdiction, such provision will be deemed severable from the remainder of this Agreement and will not cause the invalidity or unenforceability of the remainder of this Agreement.

M. Compliance with Laws. The Parties will comply with all applicable federal, state, provincial, and local laws and ordinances and all lawful orders, rules and regulations thereunder related to their respective activities under this Agreement.

N. Use of Name; Publicity. Neither Party shall, without the prior written consent of the other, use, or authorize others to use, the name, trademark, logo, symbol, or other image of the other Party, or that Party's employees or agents, in any form of advertising, publicity or any other promotional material. No announcement, news release, public statement, publication, presentation or other disclosure of or otherwise relating to the existence of this Agreement will be made without the other Party's prior written approval, unless otherwise required by law. Notwithstanding the foregoing, either Party may use the other Party's name as appropriate in publications that list Fire Departments that provide field education experiences for Students.

O. Effect of Laws. If any legislation, regulation or government policy is passed or adopted or if these laws, regulations or policies are interpreted in a manner that would materially affect either Party's participation in or implementation of this Agreement as written, the Party raising such concern shall provide notice of such law, regulation, policy or provision to the other Party, and the Parties agree to negotiate in good faith within thirty (30) days to modify the terms of this Agreement to comply with the applicable law, regulation or policy. If the Parties cannot agree upon the necessary modification, either Party may terminate this Agreement on thirty (30) days' advance written notice.

P. Entire Agreement; Modification; Waiver. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. Any reference to this Agreement will include each and every schedule, exhibit and attachment, each of which is fully incorporated into this Agreement where referenced. No delay or omission by any Party in exercising any right under this Agreement will

operate as a waiver of that or any other right. Any waiver of any of the terms and conditions hereof must be in writing to be enforceable, and shall not be construed as a waiver of any other terms and conditions hereof. No waiver of any breach shall be deemed to be a waiver of any preceding or succeeding breach.

Q. Governing Law; Venue. This Agreement shall be governed in all respects by the laws of the State of Arizona. The venue for any dispute, claim or litigation relating to or arising from this Agreement shall be Maricopa County, Phoenix, Arizona.

R. Authority; Counterparts; Transmission by Electronic Means. The persons signing this Agreement warrant that they have full authority to do so and that their signatures shall bind the Parties for which they sign. This Agreement may be executed in counterparts, each of which shall be an original, and all such counterparts together shall constitute the entire agreement. The Parties agree that execution of this Agreement by exchanging portable document format (.pdf) or other imaged signatures shall have the same legal force and effect as the exchange of original signatures.

S. Survival. The rights and obligations of the Parties set forth in this Agreement which by intent or meaning have validity beyond termination or expiration of this Agreement, including, but not limited to, rights and obligations with respect to confidentiality, indemnification, insurance, governing law/venue and use of name/publicity shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

Chandler Fire Department

HonorHealth

By: _____

Name: _____

Title: _____

Date: _____

By: Deedra Zabokrtsky
Deedra Zabokrtsky (Jan 29, 2021 12:27 MST)

Name: Deedra Zabokrtsky

Title: SVP | Chief Nursing Executive

Date: 01/29/21

APPROVED AS TO FORM:

City Attorney Bm

ATTEST:

City Clerk