EMERGENCY COOPERATION AGREEMENT
BETWEEN
DIGNITY HEALTH
AND
THE CITY OF CHANDLER

This Emergency Cooperation Agreement ("Agreement") is made and entered into as of _____ ("Effective Date"), between the City of Chandler, an Arizona municipal corporation, acting by and through the Chandler Fire Department ("the City"), and by and among Dignity Health, a California nonprofit public benefit corporation d/b/a Mercy Gilbert Medical Center, and Dignity Community Care, a Colorado nonprofit corporation d/b/a Chandler Regional Medical Center (each a "Hospital") (collectively "Dignity Health"). the City and Dignity Health are collectively referred to herein as "Agencies" for the purposes of this Agreement.

RECITALS

WHEREAS, the State of Arizona, a region in the state, or an individual organization could, at any time, experience a disaster, catastrophic event, and/or major emergency ("Disaster") with the potential to exceed a particular organization's available resources either in terms of raw number of patients or specialized clinical needs; and

WHEREAS, because Disasters are infrequent and difficult to predict, it is imperative that healthcare organizations coordinate and cooperate the sharing of resources in advance to provide mutual assistance and ensure the resilience of the healthcare delivery system; and

WHEREAS, the Agencies desire to enter this Agreement to coordinate communication in the event of a Disaster, provide for the potential care of patients, and address the possible need to loan personnel, pharmaceuticals, equipment, supplies, or other resources; and

WHEREAS, this Agreement addresses the relationships between and among Agencies to augment—not replace—each Agency's disaster plan and other established procedures governing interaction with other entities during a Disaster.

AGREEMENT

NOW, THEREFORE, it is agreed by the agencies who have duly executed this agreement as follows:

1. **PURPOSE AND INTENT:**
The purpose of this Agreement is to create a voluntary and mutual agreement among each of the Agencies to provide back-up aid and contingency service to each other during Disasters, when providing such aid and service is feasible.

2. **AUTHORITY TO RESPOND TO PROVIDE ASSISTANCE:**
The Agencies will identify at least one employee to serve as a "Designated Administrator" with the necessary decision-making capability and authority to attend the meetings of the Agency's emergency preparedness committee(s), coordinate the Agency's participation in the cooperative assistance efforts set forth in this agreement, and serve as the authorized representative of the Agency to request for or respond with assistance, as outlined in this Agreement. The Agencies shall, at least quarterly, ensure that the Designated Administrators listed below are still accurate. Upon discovering the need to alter, remove, or modify the agency's Designated Administrator, the Agencies will provide written notice to one another.

CHANDLER REGIONAL MEDICAL CENTER:

Name of Designated Administrator: Brian Galle
Title of Designated Administrator: VP of Operations
Contact Number of Designated Administrator: 480-728-3743
E-Mail of Designated Administrator: brian.galle@dignityhealth.org
Name(s) of Back-Up Designated Administrator: Brandon Hestand
Title of Back-Up Designated Administrator: Program Manager, Emergency Svs
Contact Number of Back-Up Designated Administrator: 480-728-3206
E-Mail of Back-Up Designated Administrator: brandon.hestand@dignityhealth.org

MERCY GILBERT MEDICAL CENTER:

Name of Designated Administrator: Brian Galle
Title of Designated Administrator: VP of Operations
Contact Number of Designated Administrator: 480-728-3743
E-Mail of Designated Administrator: brian.galle@dignityhealth.org
Name(s) of Back-Up Designated Administrator: Brandon Hestand
Title of Back-Up Designated Administrator: Program Manager, Emergency Svs
Contact Number of Back-Up Designated Administrator: 480-728-3206
E-Mail of Back-Up Designated Administrator: brandon.hestand@dignityhealth.org

CHANDLER FIRE DEPARTMENT:

Name of Designated Administrator: _____
Title of Designated Administrator: _____
Contact Number of Designated Administrator: _____
E-Mail of Designated Administrator: _____
Name(s) of Back-Up Designated Administrator: _____
Title of Back-Up Designated Administrator: _____
Contact Number of Back-Up Designated Administrator: _____
E-Mail of Back-Up Designated Administrator: _____

3. **REQUESTING ASSISTANCE:**
Either Agency's Designated Administrator may request assistance from the other Agency when they have concluded that such assistance is essential to protect life, or when either Agency is unable to provide adequate service levels during Disasters. The Agency requesting assistance will be identified throughout this agreement as the "Requesting Agency." The Agency responding to the Requesting Agency's request will be identified through this agreement as the "Responding Agency." Upon request from the Requesting Agency and determination that a Disaster exists and, subject to the availability of personnel, pharmaceuticals, equipment, supplies, or other resources, the Responding Agency will dispatch personnel, pharmaceuticals, equipment, supplies, or other resources to aid the Requesting Agency. The Requesting Agency will include with its request for assistance the amount and type of personnel, pharmaceuticals, equipment, supplies, or other resources needed and shall specify the location where the personnel and equipment are requested. Responding Agency/Chandler Fire Department will utilize best efforts to provide the requested qualified personnel, equipment/supplies, and/or resources; however, Responding Agency/Chandler Fire Department shall retain the absolute right and discretion to determine the number of personnel and/or amount of resources to provide, and, in the case of personnel, to determine the days and hours such personnel will be assigned to assist Requesting Agency.

4. **FINANCIAL LIABILITY FOR PERSONNEL, PHARMACEUTICALS, EQUIPMENT, SUPPLIES, OR OTHER RESOURCES:**
When a Responding Agency provides personnel, pharmaceuticals, equipment, supplies, or other resources to a Requesting Agency, the Responding Agency will assume financial responsibility for the personnel, pharmaceuticals, equipment, supplies, or other resources from the Responding Agency during the time the personnel, pharmaceuticals, equipment, supplies, or other resources are at the Requesting Agency. Requesting Agency shall pay Responding Agency for all compensation and benefits paid to Responding Agency's personnel assigned to Requesting Party under this Agreement. Compensation shall include, but is not limited to, the employee's regular hourly rate of pay, or the overtime rate if the employee is working overtime when assigned to Requesting Agency. Compensable time shall include scheduled breaks. In calculating

time billed, personnel shifts shall include all time at the Response site and shall not include travel time to and from the site. Requesting Agency shall also reimburse Responding Agency the cost of all pharmaceuticals, equipment, supplies, and other resources at reasonable rates consistent with fair market value, not to exceed the cost of acquisition of such pharmaceuticals, equipment, supplies, and other resources. Responding Agency will invoice Requesting Agency on a monthly basis for the payments required under this Section 4. Requesting Agency will tender payment to Responding Agency within thirty (30) calendar days of receipt of the invoice. Inquiries regarding the invoice shall be directed to the Responding Agency's designated administrator.

5. **DOCUMENTATION:**
When time is of the essence during a Disaster, the Requesting Agency may submit initial resource requests orally. As soon as feasible, these requests should be conveyed in writing—hard copy or electronic—and the Requesting Agency agrees to accept and use the requisition forms and documentation required by the Responding Agency. With regards to equipment, documentation should detail the items involved in the transaction, the condition of the item prior to the loan, and the party responsible for the care and maintenance of the item until returned.

6. **COMMUNICATION OF AGREEMENT PROVISIONS WITHIN THE PARTICIPANT:**
Each Agency's Designated Administrator is responsible for communicating the commitments in this Agreement to relevant personnel at the Agency, coordinating and evaluating the Agency's participation in exercises of the mutual aid system.

7. **COMMUNICATION DURING DISASTER:**
In the event of a Disaster, the Agencies agree to communicate information between and among each other, the jurisdictional health department that is responsible for the health and welfare of the citizens in a particular county or tribal area ("Local Health Department"), and Arizona Department of Health Services ("ADHS") to the extent allowed by law.

8. **IDENTIFYING NEEDS AND AVAILABILITY CAPACITY IN A DISASTER:**
The Agencies should inform one another, as well as the Local Health Department in whose jurisdiction the Requesting Agency resides, of the Requesting Agency's status in the event of a Disaster, communicate needs that cannot be accommodated by the Requesting Agency itself, and identify ways in which the Responding Agency may be available to assist the Requesting Agency or the Local Health Department. The Designated Administrator will be responsible for requesting or offering the use of personnel, pharmaceuticals, equipment, supplies, or other resources. The Agencies are encouraged, but not required, to identify its availability/inventory of personnel, pharmaceuticals, equipment, supplies, or other resources via written or electronic means.

9. **HOLD HARMLESS:**
To the fullest extent permitted under the law, the Requesting Agency shall defend, indemnify, and hold harmless the Responding Agency, its agents, officers, employees, elected and appointed officials, and volunteers (collectively, "Responding Agency"), from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees and costs) imposed upon or asserted against the Responding Agency by a third party relating to, arising out of, or resulting from, in whole or in part, the actions of Responding Agency personnel performed under this Agreement, to the extent such actions are not the result of the willful misconduct or gross negligence of Responding Agency. Neither Agency shall make any claim whatsoever against the other Agency for refusal to send the requested personnel, pharmaceuticals, equipment, supplies, or other resources where such refusal is based on the judgment of the Responding Agency that such personnel and equipment, supplies, or other resources are either not available or are needed for Responding Agency to provide service for Responding Agency's customers.

10. **RESOURCE RECALL:**
The Responding Agency may recall its personnel, pharmaceuticals, equipment, supplies, or other resources from a Requesting Agency. Recall requests may be submitted by the Responding Agency at any time in its discretion but will be made in good faith based upon the immediate or projected needs of the Responding Agency. Requesting Agency will honor the Responding Agency's requests for recall at the earliest opportunity, while protecting against significant adverse effects on existing patients that are supported by the recalled resources.

INSURANCE:
Dignity Health shall purchase and maintain during the term of this Agreement in the amounts specified in *Exhibit A*—Minimum Insurance Coverage, which is attached hereto and incorporated by this reference, from companies duly licensed or otherwise approved by the State of Arizona, and with forms reasonably satisfactory to the City. The insurance coverage, with the exception of workers' compensation, shall name the City, its agents, officers, employees, elected and appointed officials, and volunteers as additional insured, and shall specify that such coverage shall be primary, and that any insurance coverage carried by the City shall be excess coverage, and not contributory coverage to that provided by Central Arizona.

11. **GOOD FAITH PARTICIPATION:**
The Agencies indicate their good faith intent to abide by the terms of this Agreement to the best of their ability in preparation for and during a Disaster.

12. **ENTIRE AGREEMENT:**
This Agreement, together with the attached exhibits, constitutes the entire agreement between the Agencies regarding the subject of this Agreement.

13. **NO REQUIREMENT FOR REFERRALS:**
The intent of this Agreement is to facilitate the exchange of resources, treatment capacity, staff, equipment, and supplies between and among Agencies as may be needed in the event of a Disaster. Nothing in this Agreement is intended to require, encourage, or induce either Agency to make any referral of any item or service to any other Agency.

14. **NON-EXCLUSIVE AGREEMENT:**
Nothing in this Agreement shall be construed as limiting the rights of any Participants to affiliate or contract with any other entity, regardless of whether contracting with an Agency, and/or regardless of whether during a Disaster.

15. **AMENDMENTS:**
Amendments to this Agreement must be in writing and signed by the Agencies.

16. **TERM OF AGREEMENT:**
This Agreement shall be in full force and effect upon execution by both Agencies hereto. This Agreement shall automatically renew annually on the effective date, unless cancelled by either Agency by employing the Termination procedures below.

17. **TERMINATION:**
This Agreement shall be in effect for three years after the Effective Date unless cancelled or terminated sooner by either Agency.

18. **CANCELATION FOR CONFLICT OF INTEREST:**
This Agreement is subject to cancelation pursuant to A.R.S. § 38-511.

19. **NOTICES:**
All notices to the other Party required under this Agreement shall be in writing and sent via U.S. Mail to the following:

If to Chandler Regional Medical Center:

President and CEO
Title
Administration
Department/Agency
1955 W Frye Rd
Mailing Address
Chandler, AZ 85224
City, State ZIP
480-728-3000
Phone

If to Mercy Gilbert Medical Center:

President and CEO
Title
Administration
Department/Agency
3555 S. Val Vista Dr
Mailing Address
Gilbert, AZ 85297
City, State ZIP
480-728-8000
Phone

If to Chandler Fire Department:

Fire Chief
151 E. Boston Street
Chandler, AZ 85225

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year set forth below:

CITY OF CHANDLER

Joshua Wright, City Manager

DATE

DIGNITY HEALTH

Title: Mark Slyter, President and CEO

DATE

2/22/2022

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

MINIMUM INSURANCE REQUIREMENTS

a. Healthcare Professional Liability Insurance with limits of not less than $3 million per occurrence, and not less than $5 million aggregate.

b. Worker's compensation insurance in accordance with the provisions of Arizona law.

c. Commercial general liability in amounts not less than $3 million per occurrence/$5 million aggregate for bodily injury, personal injury, advertising injury, and products and completed operations with broad form contractual and property damage coverage.

d. Automobile liability, bodily injury, and property damage with a limit of $1 million per occurrence/$2 million aggregate including owned, hired, and non-owned autos.