

**AGREEMENT FOR
PATIENT SERVICES**

THIS AGREEMENT FOR PATIENT SERVICES (the "Agreement") is effective as of the 1st day of February, 2017, by and between Tucson Medical Center, an Arizona nonprofit corporation, ("TMC") and Cochise County, an Arizona governmental agency ("CLIENT").

WITNESSETH:

WHEREAS, TMC operates an acute care hospital in Tucson, Arizona; and

WHEREAS, CLIENT is a governmental agency in the state of Arizona; and

WHEREAS, CLIENT desires to secure the clinical patient services ("Services") of TMC as an independent contractor for its patients, and TMC desires to provide such Services.

NOW, THEREFORE, in consideration of the covenants stated herein and the performances required hereby, CLIENT and TMC hereby mutually agree to the following:

1. Term and Termination.

This Agreement shall commence on February 1, 2017 and continue until June 30, 2022. Either party may terminate this Agreement upon 30 days' advance written notice at any time with or without cause. Additionally, this Agreement is subject to cancellation pursuant to the provisions of A.R.S. §38-511 regarding Conflict of Interest.

2. Patient Services.

During the term of this Agreement, TMC shall provide Services to CLIENT'S patients as noted in Exhibit A. Such Services, as defined by TMC, shall be provided in accordance with all applicable legal and regulatory requirements.

3. Compensation.

In consideration of TMC furnishing such Services, TMC shall be compensated as follows:

TMC shall submit to CLIENT an UB 04, in ANSI X12.837 format, for all Services provided to CLIENT'S patients. CLIENT shall pay TMC as noted in Exhibit A within thirty (30) days of receipt of claim.

4. Responsibility for Acts

TMC and CLIENT are independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither party nor their representatives shall be construed to be the agent, employer or representative of the other. Each party is responsible for its acts and/or omissions and neither party will be responsible for the acts and/or omissions of the other party. Each party will maintain adequate commercial and professional liability insurance covering the activities contemplated by this Agreement.

5. Assignment and Subcontracting.

NEITHER CLIENT nor TMC shall have the right to assign this Agreement, in whole or in part, without the approval of other party. CLIENT acknowledges that some Emergency services are necessarily provided by subcontract, and hereby approves TMC'S reasonable use of subcontracted services.

6. Record Retention, Inspection and Audit.

TMC shall maintain its books and records in accordance with the requirements of Section 952 of the Omnibus Budget Reconciliation Act of 1980, or any other applicable legal/regulatory requirements. Specifically, TMC shall make its books, documents and records available to the Secretary of Health and Human Services, the Comptroller General, or to any other appropriate government representative to the extent required or any lawful regulation promulgated pursuant to that act, subject to TMC'S assertion of its right to challenge the validity, applicability or interpretation of such act and/or regulations. TMC further agrees that if any of its duties under this Agreement are carried out through a subcontractor, it shall obtain the written agreement of such subcontractor, that such subcontractor shall make its books and records available for review. The parties agree to keep all books, accounts, reports, files and other records relating to this Agreement for five (5) years after completion of the contract; and in addition, agree that such books, accounts reports, files and other records shall be subject to audit pursuant to A.R.S. §35-214.

7. Public Records Law.

Notwithstanding any other provision of this Agreement, the parties understand that CLIENT is a public entity and, as such, is subject to Arizona's public records law A.R.S. § 39-121et. seq.

8. Regulatory Status.

The terms of this Agreement are intended to be in compliance with federal, state and local statutes, regulations and ordinances applicable on the date this Agreement is signed. In the event subsequent legal or regulatory changes require that this Agreement be modified to remain in compliance with all applicable laws and regulations, the parties may (i) promptly meet to agree upon necessary modifications, which shall be effective as of the date required by the legal or regulatory change and attached to this Agreement as an addendum, or (ii) either party may elect to terminate this Agreement effective as of the date required by the legal or regulatory change.

If, prior to the expiration of the term of this Agreement, any federal, state or local regulatory body, including but not limited to, the Center for Medicare and Medicaid Services (CMS), the Department of Health and Human Services (HHS) the Arizona Department of Health Services or the Internal Revenue Service (IRS) determines that this Agreement is illegal or jeopardizes either party's tax status or otherwise materially affects either party's business, the Board of Trustees (Directors) of either party (or authorized manager if unincorporated) in its reasonable discretion may terminate this Agreement with such notice as it deems appropriate. Should legal counsel for either party reasonably conclude that any portion of this Agreement is or may be in violation of such requirements, or subsequent enactment by federal, state, or local authorities, this Agreement shall be immediately cancelable by that party.

In the event this Agreement is terminated in accordance with the provisions of either of the foregoing paragraphs, CLIENT shall pay for any Services rendered by TMC for which CLIENT is responsible, if any, through the date of termination or the date of notice of termination, whichever is later, to the extent such payments are consistent with applicable laws and regulations.

9. Compliance with Billing Laws.

Each party agrees that under no circumstances shall it take any action directly or indirectly, in violation of any applicable fraud and abuse laws including, without limitation, 18 U.S.C. Section 201 (bribery of public officials); 18 U.S.C. Section 286 (conspiracy to defraud government with respect to claims); 18 U.S.C. Section 287 (false, fictitious or fraudulent claims); 18 U.S.C. Section 371 (conspiracy to commit offense or to defraud the government); 18 U.S.C. Section 666 (theft or bribery concerning programs receiving federal funds); 42 U.S.C. Section 1320a-5 (disclosure of ownership and related information); 42 U.S.C. Section 1320a-7a (civil monetary penalties); 42 U.S.C. Section 1320a-7b (criminal penalties); 42 U.S.C. Section 1395u(b)(6) (prohibition against factoring of Medicare payments); 42 U.S.C. Section 1395mm (inappropriate self referrals); 42 U.S.C. Section 1396(a)(32) (prohibition against factoring of Medicaid payments); 42 U.S.C. Section 1396h(a) (making false statements or representations in application for medical payments); and 42 U.S.C. Section 1396h(d) (illegal patient admittance and retention practices).

10. Compliance with Immigration Laws.

The parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to the parties' employment of its employees, and with the requirements of A.R.S. §23-214(A)(together the "State and Federal Immigration Laws"). The parties shall further ensure that each sub-consultant who performs any work for the party under this Agreement likewise complies with the State and Federal Immigration Laws.

11. No Boycott of Israel.

In accordance with A.R.S. §35-393.01, the parties certify that they are not currently engaged in, and for the duration of this Agreement agree not to engage in, a boycott of Israel, and will not adopt a procurement, investment, or other policy that has the effect of inducing or requiring a person or company to boycott Israel.

12. Non-Discrimination.

The parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration.

13. Notice of Exclusion/Sanctions.

CLIENT and TMC each hereby expressly represents and warrants to each other that neither CLIENT nor TMC nor any immediate family or household member of either (as that term is defined by Public Law

105-33 Section 4303) has (i) been placed on the sanctions list issued by the Office of the Inspector General of the Department of Health and Human Services pursuant to provisions of 42 U.S.C. Section 1320 a.7, (ii) been excluded from government contracts by the General Services Administration (“GSA”), (iii) been excluded from or limited in participation in any federal or state healthcare financing program, such as Medicare, Medicaid, AHCCCS, etc., or (iv) entered into any Program Integrity Agreement or similar settlement agreement with any such healthcare financing program.

Further, if, during the term of this Agreement, TMC or CLIENT or any immediate family member or household member of either is subject to an action invalidating the foregoing representation, then such “Sanctioned Party” shall immediately notify the other party in writing of the event and such notice shall contain reasonably sufficient information to allow the non-sanctioned party to determine the nature and severity of the action. The non-sanctioned party shall have the right to terminate this Agreement immediately by written notice to the Sanctioned Party.

14. Notices.

Unless otherwise specifically provided for herein, any notice to be given relative to the Contract shall be deemed properly given if delivered in person or sent by United States mail, postage prepaid, as specified below:

For TMC:

Tucson Medical Center
5301 E Grant Road
Tucson, Arizona 85712
Attn: Director, Finance

With Copies To:

TucsonMedicalCenter
Attn: Chief Legal Officer
5301 E. Grant Road
Tucson, Arizona 85712

TucsonMedicalCenter
Contracting Dept., Patio Bldg.
5301 E. Grant Road
Tucson, Arizona 85712

For CLIENT:

Cochise County
Attn: Office of the Cochise
County Attorney
P.O. Drawer CA
Bisbee, Arizona 85603

With Copies To:

Cochise County Health & Social
Services Department
1415 Melody Lane, Building A
Bisbee, Arizona 85603

15. Deficit Reduction Act of 2005 (“DRA”).

As required by DRA, TMC and its subsidiaries are mandated to provide physicians, employees, contractors, and agents of TMC and subsidiaries with information about its policies and procedures in the detection and prevention of fraud, waste and abuse and applicable summaries of Federal and State Laws.

16. Complete Agreement and Governing Law.

This Agreement, which includes any supplemental sheets, schedules, exhibits, and riders annexed by CLIENT hereto, contains the complete and entire agreement between the parties and supersedes any previous communications, representations or agreements, whether verbal or written, with respect to the subject matter hereof. Only those additional terms or conditions referenced herein or in the Agreement shall be binding on the parties, unless evidenced by a separate writing executed by both parties. No changes, additions, or modification of any of the terms hereof shall be valid or binding on CLIENT unless in writing and signed by an authorized representative of CLIENT. The invalidity or unenforceability of any term or provision of this Agreement shall in no way affect the validity or enforceability of any other term or provision. The waiver by CLIENT of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any other breach thereof. TMC and CLIENT agree that this Agreement shall be interpreted and construed under the laws of Arizona, and any action to enforce or interpret the Agreement shall be brought and maintained in a court of competent jurisdiction in Cochise County, Arizona. Any provision required being included in an agreement of this type by any applicable and valid federal, state or local law, ordinance, rule, or regulation shall be deemed to be incorporated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first stated above.

CLIENT:
COCHISE COUNTY,
an Arizona governmental agency

TMC:
TUCSON MEDICAL CENTER,
an Arizona nonprofit corporation

By: _____

By: _____

Printed: Ann English

Printed: Steve Bush

Its: Chairperson, Cochise County Board of Supervisors

Its: SVP, CFO

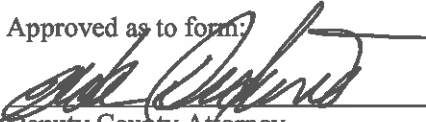
Attest: _____

Printed: Arlethe G. Rios

Its: Clerk of the Board

Date: _____

Approved as to form:



Deputy County Attorney

Date: 3/8/17

Exhibit A
Patient Services and Compensation

<u>Service</u>	<u>Compensation</u>
Medical Clearance of Behavioral Health patient	\$ <u>250.00</u> per patient

