

CONTRACT
NO. <u>01-65-A-143026-0610</u>
AMENDMENT NO. _____
This number must appear on all invoices, correspondence and documents pertaining to this contract.

**AGREEMENT
AMONG
PIMA COUNTY, THE ARIZONA BOARD OF REGENTS, AND UA HEALTHCARE, INC.
RELATING TO THE
OPERATION AND FUNDING OF A HOSPITAL ON KINO CAMPUS AS PART OF THE
UNIVERSITY OF ARIZONA COLLEGE OF MEDICINE GRADUATE MEDICAL EDUCATION PROGRAM**

This Agreement ("Agreement"), dated June 15, 2010, is entered into by and among Pima County, a body politic and corporate of the State of Arizona ("County"); the Arizona Board of Regents, a public body corporate, acting on behalf of the University of Arizona ("ABOR"); and UA Healthcare, Inc., an Arizona nonprofit corporation ("UA Healthcare"). County, ABOR and UA Healthcare are sometimes referred to collectively as "Parties" to this Agreement, or individually as a "Party."

Recitals

- A. ABOR has the responsibility and authority to maintain, govern, and administer the University of Arizona in Pima County (A.R.S. §§ 15-1601 and 15-1626); lease real property for the benefit and use of the institutions under its jurisdiction (ARS § 15-1625); establish and maintain the Arizona area health education system, to improve the recruitment, diversity, distribution, and retention of culturally competent personnel providing health services in Arizona's rural and medically underserved communities (ARS § 15-1643); "provide monies in addition to any state general fund monies appropriated for graduate medical education in order to qualify for additional matching federal monies for providers, programs or positions in a specific locality" (A.R.S. § 36-2903.01(H)(9)(f)); provide funding to qualify for additional federal matching monies for disproportionate share hospital payments for hospitals designated by the university (Laws 2009, third special session, chapter 10, section 23, paragraph 4, as added by H.B. 2116); and enter into intergovernmental agreements (A.R.S. § 11-951 *et seq.*).
- B. County has the authority to provide for the care and maintenance of the sick of the county, and erect and maintain hospitals for that purpose (A.R.S. § 11-251(5)); "provide for the hospitalization and medical care of the sick in the county and, to the extent that such expenses are not covered by a third party payer, to persons under the supervision of a county corrections agency" (A.R.S. § 11-291); pay for the costs of evaluation of persons undergoing involuntary evaluation in the absence of another payer (A.R.S. § 36-545.04); "provide monies in addition to any state general fund monies appropriated for graduate medical education in order to qualify for additional matching federal monies for providers, programs or positions in a specific locality" (A.R.S. § 36-2903.01(H)(9)(f)); provide funding to qualify for additional federal matching monies for disproportionate share hospital payments for hospitals designated by the County (Laws 2009, third special session, chapter 10, section 23, paragraph 4, as added by H.B. 2116); "appropriate and spend public monies for and in connection with economic development activities ... that the board of supervisors has found and determined will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of the inhabitants of the county" (A.R.S. § 11-254.04); and enter into intergovernmental agreements (A.R.S. § 11-951 *et seq.*).
- C. County owns a hospital campus (the "Kino Campus") that includes a main hospital building (the "Hospital Building") in which it previously operated a County hospital. The Kino Campus is

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located in a federally designated medically underserved area of the County as well as in a health professional shortage area for both primary care and behavioral health.

- D. UA Healthcare is a new Arizona nonprofit corporation formed for the purpose of acting as a "parent" corporation to University Physicians Healthcare ("UPH") and University Medical Center Corporation ("UMCC"), two existing nonprofit corporations associated with the University of Arizona College of Medicine ("UACOM"), and integrating their operations. ABOR appoints and removes members of the board of directors of UA Healthcare.
- E. UPH is a private non-profit corporation that was formed to function as the clinical practice group of the UACOM faculty and which conducts other activities, including the operation of the University Physicians Healthcare Hospital (the "Hospital") in the county-owned Hospital Building, as described below, and the operation of a health plan.
- F. UMCC is a non-profit corporation that, pursuant to A.R.S. § 15-1637(C), has quasi-governmental powers and status, and which operates University Medical Center ("UMC"), UACOM's principal teaching hospital, for the benefit of UACOM.
- G. In 2004, pursuant to A.R.S. § 11-256.01, County entered into an agreement with UPH (the "Lease") pursuant to which the County leased to UPH the Hospital Building, in which UPH now operates the Hospital. UPH pays nominal rent under the Lease.
- H. In connection with the Lease, County committed to ten years of gradually decreasing funding (service payments) to help the Hospital become established as a financially self-sufficient full-service general hospital.
- I. UPH has made progress toward developing expanded services at the Hospital, and has in addition established a residency/graduate medical education ("GME") program at the Hospital that it co-sponsors with UACOM (the "Co-Sponsored Residency Program"), but has also experienced serious operational and financial difficulties. All service payments under the Lease have been accelerated, and all but \$6,583,333 (the "Remaining Services Fee") has been paid to UPH.
- J. Though the County has remained committed to assisting the Hospital operation, and even set aside an additional \$15 million in the FY 2010 County budget for that purpose, concerns regarding hospital operations, and legal issues associated with the additional payment of public monies, have prevented disbursement of those County funds. ("Fiscal year" or "FY" when used in this Agreement means the County's fiscal year, July 1 to June 30.)
- K. The Chartis Group ("Chartis") was commissioned to examine and make recommendations regarding the Hospital operations, and the first phase of this study was recently completed.
- L. UPH has retained the services of a professional management company, Alvarez Healthcare Industry Group ("Alvarez") and, with the assistance of key staff supplied by Alvarez, has begun instituting aggressive measures, based on the findings, recommendations, and benchmark indices in the Chartis report, to increase revenues, decrease expenses, increase patient volumes, streamline the Hospital operations and turn around the Hospital's financial performance.
- M. As part of this effort, an aggressive medical staff development plan is also being developed, with the understanding that creation of a stable base of primary care physicians and specialists

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associated with the Hospital is necessary to increase service volumes and further improve the hospital's clinical and educational programs.

- N. At the same time, current economic conditions, as well as changes to various levels of federal and state health care funding, are causing additional challenges for all local hospitals, and the Hospital in particular.
- O. The County has committed to constructing, at public expense, various capital improvements (together with associated furniture, fixtures, and equipment) to the Kino Campus, including a new heliport for medivac operations (the "Heliport"); a new behavioral health in-patient facility (the "Psych Hospital") adjacent to the Hospital Building, which includes a psychiatric emergency department and an outpatient clinic on the first floor; and a new building (the "Crisis Recovery Center"), physically connected to the Hospital Building, that is being constructed to house a psychiatric urgent care crisis center on the first floor and a sub-acute behavioral health in-patient facility on the second floor, to be operated by the Regional Behavioral Health Authority ("RBHA") in collaboration with the Hospital. (When the "Hospital" is referred to in this Agreement, it includes the Psych Hospital.)
- P. The County has also set aside public funds for the build-out of physician clinical space on the second floor of the Abrams public health building, located adjacent to the Kino Building, and is prepared to lease this space to ABOR at below-market rates.
- Q. Arizona and Pima County are faced with a healthcare workforce shortage limiting community access to healthcare. Revitalization of the Kino Campus would provide a site for training of a much-needed professional healthcare workforce, including physicians, nurses and pharmacists. Through cooperation with Pima Community College as well as the University of Arizona School of Public Health and School of Government and Policy, operations on the Kino Campus could also support other public health and health administration programs, all of which will ultimately improve the community's access to quality healthcare.
- R. The teaching mission of UACOM is thus consistent with and furthers various County public health, education, and economic development goals by helping to ensure that sufficient medical professionals are available in the community to care for County residents (particularly those who currently are underserved); by developing a professional workforce and individual opportunities for economic and educational advancement; and by helping to attract high tech and bio tech companies to the area, thus enhancing overall economic development for the benefit of County residents.
- S. It is therefore in the best interests of the County and its residents for UACOM, UA Healthcare and its subsidiaries to succeed in maintaining, expanding, and further integrating the teaching and clinical operations at the UMC and Kino campuses, creating a unified educational and clinical system that maximizes economic and healthcare opportunities for County residents.

Agreement

1. Purpose and Parties.

- 1.1. Purpose. The purpose of this Agreement is to provide for County funding of the UACOM's public health and education mission, including support of UACOM's two-hospital medical education and clinical system, with an initial focus on stabilizing and turning around the Hospital's financial and operational performance.

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1.2. ABOR Responsibility. ABOR's sole and exclusive duty under this Agreement is to receive the County funds and to use the funds as required by this Agreement. All other obligations will be performed by UA Healthcare or its subsidiaries.

2. Term and Termination.

2.1. Term. This Agreement will become effective when it has been duly approved and signed by all parties and, unless terminated earlier as provided below, will be co-terminus with the Lease, as it may be amended from time to time.

2.2. Unilateral Termination by ABOR or UA Healthcare. ABOR and UA Healthcare will each have the option to unilaterally terminate this Agreement at any time, without cause, with at least one year's advance written notice to the other Parties. The County will continue to make any payments due under this Agreement during that one year period. The termination period may be reduced by mutual written agreement of the Parties.

2.3. Additional Termination Provisions. Additional termination rights are found in Sections 3.1, 11, 12.7 and 12.8 below.

2.4. Effect of Termination. The Parties acknowledge that, simultaneously with approval and execution of this Agreement, the County and UPH are amending the Lease to provide that termination of this Agreement will result in the automatic termination of the Lease.

3. County Funding Amounts. In exchange for ABOR's promises, and its compliance with all the terms and conditions of this Agreement, the County agrees to provide funding to ABOR in the following amounts:

3.1. FY 2010: No later than 10 days after the execution of this Agreement by all the Parties, County will pay to ABOR the sum of Fifteen Million Dollars (\$15,000,000). If County does not make this payment timely, either ABOR or UA Healthcare may terminate this Agreement immediately.

3.2. FY 2011: County will pay to ABOR the following amounts on the following dates during FY 2011, subject to the terms and conditions in this Agreement:

July 1, 2010:	\$1,118,056.00
August 1, 2010;	\$1,118,056.00
September 1, 2010	\$1,118,056.00
October 1, 2010:	\$1,118,056.00
November 1, 2010	\$1,118,056.00
December 1, 2010	\$1,118,056.00
January 1, 2011:	\$1,118,056.00
February 1, 2011	\$1,118,056.00
March 1, 2011,	\$1,118,056.00

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April 1, 2011	\$1,118,056.00
May 1, 2011	\$1,118,056.00
June 1, 2011	\$1,118,051.00

(ABOR and UA Healthcare acknowledge that the County will also be making the remaining payments due to UPH under the Lease as described in paragraph I of the Recitals.)

3.3. FY 2012: County will pay to ABOR the following amounts on the following dates during FY 2012, subject to the terms and conditions in this Agreement:

July 1, 2011:	\$1,250,000
August 1, 2011;	\$1,250,000
September 1, 2011	\$1,250,000
October 1, 2011:	\$1,250,000
November 1, 2011	\$1,250,000
December 1, 2011	\$1,250,000
January 1, 2012:	\$1,250,000
February 1, 2012	\$1,250,000
March 1, 2012	\$1,250,000
April 1, 2012	\$1,250,000
May 1, 2012	\$1,250,000
June 1, 2012	\$1,250,000

3.4. Additional Funding for FYs 2011 and 2012: If ABOR or UA Healthcare demonstrates to the reasonable satisfaction of County that, for a particular fiscal year, additional funding is needed, as a direct and not-reasonably-avoidable result of an objectively demonstrable change in circumstances beyond the control of ABOR, UA Healthcare, or the UA Healthcare subsidiaries that has a material impact on the Hospital/UMC financial operations, and the County, ABOR, and UA Healthcare reasonably agree that such circumstances warrant additional funding, the County will, to the extent consistent with budgeting requirements and other County obligations, provide additional funding in the subsequent fiscal year to help offset the unexpected losses.

3.5. Subsequent Years: County is not at this time agreeing to provide funding after FY 2012, but County will maintain a close relationship with ABOR/UACOM and UA Healthcare and its subsidiaries throughout the term of the Lease and will support its mission to the extent consistent with other County responsibilities and funding limitations, and with appropriation and budgeting laws and policies. If the County does agree to provide additional funding

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after FY 2012, the Parties will execute a written supplement or addendum to this Agreement setting forth the amount and timing of the payments, and the use of the funds.

3.6. No Reduction in Payments for Operating Efficiencies: Funding for FYs 2011 and 2012, as set forth above, will not be reduced as a result of improvements in the operation of the Hospital that result in financial surpluses.

3.7. Reductions based on Lost County Revenues. UA Healthcare acknowledges that if detainees of any County-operated adult or juvenile detention facility, who are admitted to the Hospital as in-patients, are placed in a locked unit not otherwise available to be used for members of the general public, County will lose its ability to leverage federal funding through its Intergovernmental Agreement with AHCCCS. Therefore, the County may reduce any payment due hereunder by the amount of any such funding that the County is unable to obtain as a result of County detainees being so placed within the Hospital. County will provide a detailed report specifying names, dates and cost calculations for review and verification by UA Healthcare.

4. **Operation of Teaching Hospitals**. UA Healthcare will, for the entire term of this Agreement, directly or through its subsidiary entities, operate the two teaching hospitals, UMC and the Hospital, as part of an integrated system, pursuing goals and objectives for program development identified cooperatively by the Parties as set forth in Section 5.2. The exact nature of the arrangement between UA Healthcare and UACOM will be determined by ABOR and UA Healthcare.

5. **Use of County Funds.**

5.1. Matching Funds. ABOR may, in consultation with the County, decide to use some or all of the governmental funds provided pursuant to Section 3 to participate in any available federal or state matching programs that will maximize funding for UA Healthcare or its subsidiary entities. In particular, ABOR may transfer some or all of such governmental funds to the Arizona Health Care Cost Containment System ("AHCCCS") to be used as the non-federal share of enhanced AHCCCS payments for the benefit of UA Healthcare or its subsidiary entities. Neither UA Healthcare nor either UA Healthcare subsidiary may require ABOR to make any such transfers or to participate in any such matching programs. All monies provided by the County to ABOR pursuant to this Agreement will remain governmental funds, eligible to be used as a local match, until such time, if any, as ABOR transfers such funds pursuant to Section 5.2 below.

5.2. Operational Goals and Objectives. ABOR will, during any year for which County funding is provided, insure that all funds provided by the County that are not used for the purposes set forth in Subsection 5.1 above are used by UA Healthcare or UA Healthcare's subsidiaries, as appropriate, to make demonstrable, continuous progress toward the goals and benchmarks set forth in Attachment A and any that are later agreed upon by the Parties.

5.3. Allocation of Funding. ABOR's decision regarding the allocation of funds between the purposes set forth in Subsections 5.1 and 5.2 above shall be ABOR's alone (in consultation with the County) and neither UA Healthcare nor any UA Healthcare subsidiary is entitled to enforce any particular allocation of funds between such purposes.

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6. Additional County Assistance.

- 6.1. Grant Opportunities. County will continue to work with UACOM and UA Healthcare on common grant opportunities and additional federal funding opportunities focused on health or educational development.
- 6.2. Community Partnerships. The County will continue to assist UA Healthcare and UACOM to forge partnerships with other healthcare providers and educators in the community (e.g., Pima Community College and CPSA) in conjunction with the faculty leadership, to complement and enhance service levels at the Hospital and UMC and implement strategies for healthcare workforce development at the Kino Campus that leverage this site to generate livable wage jobs and a pool of trained workers for the system.

7. **Lease**. County agrees that it will consent to an assignment of the Lease, or a sublease of the Hospital Building, to UA Healthcare or a UA Healthcare subsidiary if requested by UA Healthcare. County agrees that it will not, except as set forth in this Agreement, agree to a modification or termination of the Lease without UA Healthcare's written consent. If the name, or the provider number or accreditation number or operator of the Hospital changes, references to "the Hospital" in this Agreement will continue to apply to that hospital operation.

8. **Management Team**. For a period of twelve (12) months beginning July 1, 2010, UA Healthcare will ensure that no action is taken to terminate the current November 6, 2009 agreement with Alvarez, unless Alvarez has breached such contract and/or good cause exists to terminate such contract or to remove Alvarez personnel. In the event of a breach or such good cause, UA Healthcare will provide the County with ten (10) business days advance written notice of such action and the County will have, within the next ten (10) business days, the right to approve or disapprove the termination, provided that such approval is not withheld unreasonably.

9. Reporting/Monitoring.

- 9.1. Reports. UA Healthcare will provide to County the reports described on Attachment B with respect to the Hospital operations (consolidated corporate financials are not acceptable, but UA Healthcare may, with County's consent, combine information about the Hospital and UMC where appropriate). So long as these reports are being provided in a timely fashion, any reporting requirements in the Lease will be suspended (and the Parties acknowledge that this term will be reflected in the Lease amendment referred to in Section 2.4 above). Failure to provide a required report, if not cured as set forth in Section 11.1 below, is a material breach of this Agreement.
- 9.2. Requests for Additional Information. UA Healthcare will, in addition to furnishing the reports described in Attachment B, respond in a timely fashion (within seven business days unless an alternative timeline is mutually agreeable) to any County inquiries or requests for additional information or clarification of information previously provided.
- 9.3. Oversight Committee. The Parties will continue bi-weekly meetings of the Hospital oversight committee, which must include high level operational and administrative officers of UA Healthcare, and of the operator of the Hospital, if not UA Healthcare, as well as at least one representative of UACOM, and at least one member appointed by the County. All participants will candidly share information of interest to the group, including information regarding the operation of the two teaching hospitals. The committee will discuss this information and also seek to resolve any issues that have arisen under this Agreement. This committee will also discuss and set priorities regarding implementation of the goals and objectives referenced in Section 5.2, and agree upon new goals and objectives.

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These bi-weekly meetings will continue through September 2010; the Parties will agree prior to that date on a schedule for future oversight committee meetings.

10. **County Representatives.** Reports shall be delivered to, and any County approvals required by this Agreement shall be obtained from, the County Administrator or his designee(s).

11. **Breach; Disputes.**

11.1. Breach.

11.1.1. A "breach" means that County, ABOR or UA Healthcare, as applicable, has failed to timely and adequately perform any material obligation under this Agreement and such failure continues for a period of ninety (90) days after the County (in the case of a breach by UA Healthcare or ABOR) or UA Healthcare and/or ABOR (in the case of a breach by the County) provides to the breaching Party (with a copy to the other Parties) written notice describing the nature of the failure; provided that the breaching Party will have more than ninety (90) days to cure such failure if such failure cannot reasonably be cured within such ninety (90) day period, but the breaching party within that period commences a course of action reasonably likely to cure such failure and thereafter diligently pursues it to completion. Failure to diligently pursue such course of action will not necessitate an additional notice and cure period.

11.1.2. The Parties acknowledge that their obligations under this Agreement are broad and that whether any particular obligation has been adequately and timely performed will be a matter that is subject to some interpretation. The Parties will endeavor at all times to make their expectations clear and to work collaboratively to address and resolve problems and issues that arise under this Agreement by bringing those issues to the Oversight Committee referenced in Section 9.3.

11.2. Dispute Resolution. In the event of a breach, neither party may exercise the remedies available to it, or file a lawsuit, until the dispute has been negotiated and mediated as set forth below, unless a party needs to file a lawsuit to preserve a party's legal rights in which event any such lawsuit will be stayed during the dispute resolution process.

11.2.1. *Definition of Dispute.* "Dispute" means any and all questions, claims, controversies, or disputes arising out of or relating to this Agreement, including the validity, construction, meaning, performance, effect, or breach of this Agreement, including any alleged breach or failure to pay by County or any alleged breach or failure to perform by ABOR and/or UA Healthcare.

11.2.2. *Negotiation.* In the event of any Dispute between the Parties, the Parties will promptly, amicably, and in good faith attempt to resolve such Dispute through informal negotiations using the Oversight Committee referenced in Section 9.3. Any Party may, however, if they conclude that informal negotiations are not resolving the Dispute quickly enough, commence a formal dispute resolution process by giving written notice of the Dispute to the other Party that contains a brief statement of the nature of the Dispute and indicates that this dispute resolution process is being invoked. If the Parties are unable to resolve the Dispute through negotiation within fifteen days of receipt by the adverse Party of the written notice of Dispute, any Party may, at any point after that fifteen day period, submit the Dispute to mediation as set forth below.

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11.2.3. *Mediation.*

11.2.3.1. Commencement of Mediation. Any Party wishing to commence mediation after the failure of negotiations, as set forth above, must send a written notice of intent to mediate to the other party, specifying in detail the nature of the Dispute and proposing a resolution thereof ("Mediation Notice"). Within fifteen days after such Mediation Notice is received by the other party, if the Parties cannot agree on a proposed mediator, one shall be appointed by the executive director or other functional equivalent of the American Arbitration Association ("AAA"). Each party will designate no more than three representatives (not including their legal counsel) who will meet with the mediator to mediate the dispute. Mediation shall be commenced as soon as reasonably possible. The mediator will be a person who has no conflict of interest relationship with a Party.

11.2.3.2. Conduct of Mediation. The mediation will be conducted in Tucson, Arizona in accordance with the Commercial Mediation Rules and Procedures of the AAA and shall be non-binding. Any non-binding mediation conducted under the terms of this Section shall be confidential within the meaning of Arizona law. The cost of the mediation shall be borne equally by the Parties. The mediation will be conducted and completed within thirty days of the appointment of the mediator.

11.3. County Payments. If the Dispute includes a contention by the County that ABOR or UA Healthcare is in material breach, as defined above, the County may suspend payments due during the dispute resolution process (beginning on the date of the notice of Dispute) and any subsequent litigation; if the Dispute is successfully resolved through negotiation or mediation, such resolution will include an agreement regarding the amount due from the County and the date by which such amounts will be paid.

11.4. Remedies.

11.4.1. If County fails to make a payment due under this Agreement, or has otherwise breached or is in breach of this Agreement, ABOR's and/or UA Healthcare's sole and exclusive remedy, following completion of the dispute resolution process set forth above, is to terminate this Agreement and recover any sums due to it hereunder.

11.4.2. If either ABOR or UA Healthcare has breached or is in the breach of this Agreement, County's sole and exclusive remedy following completion of the dispute resolution process set forth above is to terminate this Agreement.

12. **General Provisions**

12.1. **Indemnification.** Each Party (as Indemnitor) agrees to indemnify, defend and hold harmless the other Parties (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitees are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

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- 12.2. **Insurance.** The County and ABOR shall keep in place their programs of self-insurance, in compliance with all applicable laws and regulations. UA Healthcare will at all times during the term of this Agreement maintain liability insurance at a level reasonably acceptable to County, with coverage substantially similar to coverage maintained by UMCC and UPH, with the understanding that coverage and limits will, as a good business practice, be modified from time to time.
- 12.3. **Compliance with Laws.** The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement and any disputes hereunder. Any action relating to this Agreement shall be brought in an Arizona court in Pima County.
- 12.4. **Non-Discrimination.** The parties agree to comply with all provisions and requirements of Arizona Executive Order 75-5 as amended by Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors, which is hereby incorporated into this Agreement as if set forth in full herein. During the performance of this Agreement, ABOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
- 12.5. **ADA.** The parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
- 12.6. **Severability.** If any provision of this Agreement, or the application of any provision to the Parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect, without the invalid provision or application and to this end the provisions of this Agreement are declared to be severable.
- 12.7. **Conflict of Interest.** This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
- 12.8. **Non-Appropriation.** Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason either the County or ABOR does not appropriate sufficient monies for the purpose of maintaining this Agreement.
- 12.9. **Worker's Compensation.** Each party shall comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees.
- 12.10. **No Joint Venture.** It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between the County and ABOR (or UA Healthcare, UMCC, UPH) employees, or between ABOR and any County employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

- 12.11. **No Third Party Beneficiaries.** Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or effect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
- 12.12. **Time Periods.** Time periods of ten or fewer days referenced in this Agreement will be understood to mean business days; time periods more than ten days will be understood to mean calendar days.
- 12.13. **Notice.** Any notice required or permitted to be given under this Agreement (this does not include the reports required under Section 9 above) shall be in writing and shall be served by personal delivery, certified mail, or facsimile upon the other party as follows (or at such other address as may be identified by a party in writing to the other party):

County:

Deputy County Administrator for Medical and Health Services
130 West Congress, 10th Floor
Tucson, Arizona 85701
Fax: 520-740-8171

With copies to:

County Administrator
130 West Congress Street, 10th Floor
Tucson, Arizona 85701
Fax: 740-8171

Clerk of the Board
130 West Congress, 5th Floor
Tucson, Arizona 85701
Fax: 520-622-0448

Arizona Board of Regents:

Dr. William Crist, Vice President of Health Services
University of Arizona College of Medicine
1501 N. Campbell Ave.
P.O. Box 245017
Tucson, Arizona 85724-5017
Fax: 520-626-3867

UA Healthcare:

Mr. Kevin J. Burns
University Medical Center
1501 N. Campbell Ave.
P.O. Box 245128
Tucson, Arizona 85724-5017
Fax: 520-694-4085

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12.14. **Entire Agreement.** This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement shall not be modified, amended, altered or extended except through a written amendment or supplement signed by the parties.

In Witness Whereof, the parties have executed this Agreement as of the dates indicated below:

PIMA COUNTY:


Ramon Valadez
Chair of the Board of Supervisors

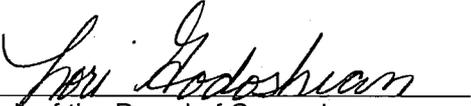
Date: JUN 15 2010

ARIZONA BOARD OF REGENTS:


Robert N. Shelton
President, The University of Arizona

Date: 30 JUNE 2010

ATTEST:


Lori Godshuan
Clerk of the Board of Supervisors

ATTEST:

Secretary of the Arizona Board of Regents

UA HEALTHCARE, INC.:


Kevin J. Burns
Chief Executive Officer

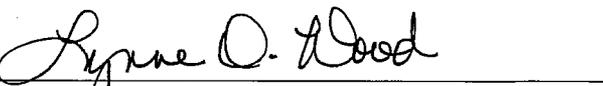
APPROVAL AS TO FORM:

The foregoing Agreement among Pima County, the Arizona Board of Regents and UA Healthcare, Inc. has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, each of whom has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party represented by such attorney.

PIMA COUNTY:


Deputy County Attorney
REGINA NASSEN

ARIZONA BOARD OF REGENTS:

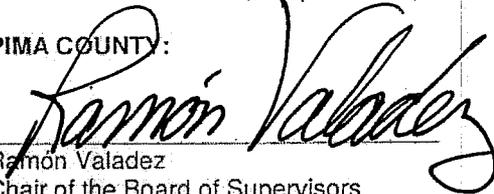

Attorney for Arizona Board of Regents
for Nancy Tribbensee

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12.14. **Entire Agreement.** This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement shall not be modified, amended, altered or extended except through a written amendment or supplement signed by the parties.

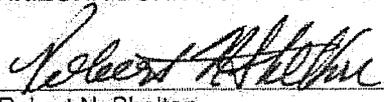
In Witness Whereof, the parties have executed this Agreement as of the dates indicated below:

PIMA COUNTY:


Ramon Valadez
Chair of the Board of Supervisors

Date: JUN 15 2010

ARIZONA BOARD OF REGENTS:


Robert N. Shelton
President, The University of Arizona

Date: 30 JUNE 2010

ATTEST:


Lori Godshuan
Clerk of the Board of Supervisors

ATTEST:


Margaret L. Martin
Secretary of the Arizona Board of Regents

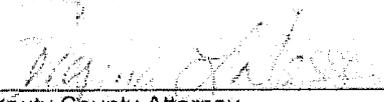
UA HEALTHCARE, INC.:


Kevin J. Burns
Chief Executive Officer

APPROVAL AS TO FORM:

The foregoing Agreement among Pima County, the Arizona Board of Regents and UA Healthcare, Inc. has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, each of whom has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the party represented by such attorney.

PIMA COUNTY:


Deputy County Attorney
REGINA NASSEN

ARIZONA BOARD OF REGENTS:

Attorney for Arizona Board of Regents

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ATTACHMENT A Operational Objectives

During any period for which County funding is provided under the Agreement, UA Healthcare (directly or through a subsidiary) will pursue various operational objectives in connection with the Hospital and UMC that have been jointly developed by the Parties, utilizing the information sharing process of the Oversight Committee described in Section 9.3 of the Agreement.

The Parties acknowledge that identified goals and objectives, including those set forth below, will need to be modified from time to time as circumstances change in a manner that makes it desirable or prudent to alter the priority or character of the goals and objectives in order to maximize the efficiency and effectiveness of the joint hospital operations. Below are the goals and objectives that have been initially identified and these will be pursued by UA Healthcare unless and until such time as the Parties agree that they should be modified. It is anticipated that most or all of these goals can be met during the FY2011 and that the Parties will agree upon additional specific goals and objectives for FY2012 and for any subsequent year during which the County provides funding, and that those additional goals will be memorialized in written supplements to this Agreement, which may be reviewed and approved for the County by the County Administrator.

1. *Chartis Recommendations.* Stabilize clinical operations and financial performance of the Hospital by implementing the Chartis recommendations and meeting the benchmarks and targets identified in the draft Chartis report provided to the County in September 2009, in the time frames set forth in that report.
2. *Agreement with RBHA.* Enter into an agreement with the RBHA with respect to the operation of both the psychiatric urgent care crisis service program as well as the sub-acute in-patient program in the Crisis Recovery Center, by October 2, 2010, provided such an agreement can be made on reasonable financial and other terms, in consultation with the County and UACOM. Provide a copy of that agreement, and any subsequent amendments, to the County. The agreement should demonstrate that the programs in the Crisis Recovery Center will be used to complement the RBHA system to provide a continuum of care for behavioral health services, including patients in crisis.
3. *Uncompensated Care.* Continue managing the level of uncompensated care at the Hospital, including, in consultation with the County, the development and implementation of protocols and procedures for tracking and measuring uncompensated care that meet standards reasonably acceptable to the parties and that assure indigent care does not include contractual allowances, charity care, bad debts, and accounts that are uncollectible as a result of a failure to exercise appropriate business practices common to this industry. UA Healthcare and the County will, no later than the December 31, 2010 agree upon what they believe to be a reasonable level of uncompensated care given the patient and payer mix at the Hospital. If the Hospital's level of uncompensated care as reported in the most recent Uniform Accounting Report for FY 2011 exceeds the agreed-upon benchmark UA Healthcare will, at no expense to the County, hire a contractor acceptable to County to carry out an independent review of the Hospital accounts reported as indigent care and Hospital practices and furnish a written report to the County describing in detail the reasons for the level of uncompensated care by service site and program.
4. *Emergency Management Services.* Coordinate and cooperate with Pima County's Health Department and Office of Emergency Management and Homeland Security in development of public health programs and emergency management response activities including the

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development of a specific emergency response operating agreement executed by the parties by January 31, 2011.

5. *Coordination of Medical Services.* Develop the Hospital as a behavioral health hub (without compromising accreditation of the two psychiatric residency programs and without causing the Hospital to be deemed an Institution for Mental Diseases for purposes of Title XIX of the Social Security Act), with cost-effective and innovative treatment and continuum-of-care programs, including development of day-treatment programs, in close cooperation with the County and participation of the RBHA. At the same time, continue to provide what County and UA Healthcare agree is an appropriate range of medical and physician services at the Hospital.
6. *Joint Services.* Implement system-wide payer contracting and other joint and shared services between the Hospital and UMC operations.
7. *Title 36 Services.* Assist the County in meeting its mandated Title 36 court ordered evaluation obligations in a manner that respects the personal rights and liberties of the prospective patient and is cost-effective for the taxpayer, utilizing the Title 36 involuntary commitment and inpatient admissions only as a last resort rather than the current practice of routinely admitting individuals in lieu of aggressive and comprehensive outpatient crisis and 24 hour stabilization services or outpatient court ordered evaluation services. If UA Healthcare and County are unable to work out an agreement with respect to UA Healthcare's provision of Title 36 services that demonstrates a continuum of care, and is financially efficient for the County, the new Psych Hospital may be removed from the leased premises so that it may be used by another provider.
8. *Telemedicine.* Expand the telemedicine programs and services for detainees at any adult or juvenile detention facility, or nursing care facility, operated by Pima County.
9. *Physician Recruitment.* Develop (unless already developed in FY 2010) a specific physician recruitment plan for FY2011 by no later than July 31, 2010, and update that plan on an annual basis, no later than April 1 of each fiscal year covered by this agreement. Provide a copy of the plan to the County to include plans and projected requirements for space, capital equipment and any capital and operating expenditures associated with the physicians by specialty.
10. *Abrams Lease.* Define the need for physician clinic space and determine the appropriate location of that space. If appropriate, execute a lease with the County for the Abrams physician clinic space based on a proposal that clearly demonstrates financial improvement for the Hospital. The County currently has funding available to build out the Abrams space, but UA Healthcare acknowledges that this funding may, unless and until a lease is entered into by the parties, be converted to other County purposes.
11. *GME.* Finish establishment of and maintain accreditation of the Co-Sponsored Residency Program at the Hospital with a target of approximately 100 residents by the beginning of FY 2012.
12. *Center of Excellence for Behavioral Health.* Develop, by October 31, 2010, a plan to relocate psychiatric services currently provided at UMC to the Hospital in order to consolidate existing behavioral health services at the Kino Campus without compromising the accreditation of the two psychiatric residency programs, and without causing the Hospital to be deemed an Institution for Mental Diseases for purposes of Title XIX of the Social Security Act. Develop and operate that behavioral health services program (through both the Psych Hospital and the Crisis Recovery Center)--including psychiatric urgent care services, psychiatric emergency services,

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outpatient psychiatric clinic service and inpatient psychiatric services--in a fashion that results in a "Center of Excellence" designation by the University of Arizona.

13. *Level III Trauma Center.* By October 1, 2010 provide a business assessment of the financial and clinical implications of continuing current plans to achieve a Level III designation for the emergency department to open in the new facility on or about July 1, 2011. By March 31, 2011, develop and provide to the County a comprehensive business plan for the operation of a new Level III trauma program at the Kino campus to be integrated with the Level I trauma program at UMC, including final community demand and forecasts of revenue and expenses and value to the community and southern Arizona unless, as a result of this planning process, UA Healthcare concludes, and demonstrates to County's reasonable satisfaction, that development of such a Level III trauma center at the Hospital is undesirable for the community or not operationally feasible, UA Healthcare will plan to achieve Level III designation within 90 days of relocating the emergency department to the new psychiatric tower, during FY 2012. UA Healthcare will provide reports to County on a quarterly basis describing the planning and implementation process.

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ATTACHMENT B

Required Reports

UA Healthcare will provide to County the following reports with respect to the Hospital operations. Failure to provide a required report, if not cured as set forth in the Agreement, is a breach of the Agreement.

1. Financial Reports. Unless otherwise specifically indicated, "interim" reports described below must be provided on a monthly basis (in each case, forty-five (45) calendar days after the end of the month) while "annual" reports must be provided within one hundred-twenty (120) days after fiscal year end.
 - 1.1. Interim and audited financial statements (including balance sheets, statements of cash flows and statements of changes in net assets)
 - 1.2. A copy of the approved annual budget for the Hospital by June 1 each year, and copies of any subsequent material revisions to the budget within thirty (30) calendar days after revisions are made; budgets and revised budgets must include a reasonably concise narrative description of key programs, and any volume and other assumptions reflected in the budget schedules
 - 1.3. An annual schedule, as part of the independent audit, detailing operating and capital costs related to services provided to state and federal prisoners respectively, unless hospital excess of revenues over expense after all funds including county funds is greater than the amount of the county funds
 - 1.4. Utilization statistical report, by service, including clinic specialties and sites, on a monthly and annual basis with comparison to prior two years (such reports may be included as part of the monthly or annual financial statement reporting packages)
 - 1.5. Daily Census, by inpatient service unit, on a daily basis and annually with comparison to prior two years
 - 1.6. Annual report of cost-to-charge ratios
 - 1.7. Annual reports regarding receipt and use of any grant funds
 - 1.8. Beginning with FY 2010, auditors will use procedures agreed upon by UA Healthcare and the County to prepare an Annual schedule of indigent care costs that distinguishes among charity care, bad debt, contractual allowances and care not reimbursed due to failure to notify payers and secure authorization and agreement to reimburse such care (e.g., out-of-county residents receiving Title 36 services and medical patients covered by a third party payer not contracted with the hospital)
 - 1.9. To the extent the data is reasonably available, annual report comparing indigent care as reported to Arizona Department of Health Services on the UAR in comparison to all area hospitals to include a comparison of cost-to-charge ratios
 - 1.10. As-filed and post-audit Medicare Cost Report with copies of audit adjustments

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- 1.11. Monthly reports showing actual performance in comparison to the Chartis or other applicable benchmarks for revenue and expenses as agreed upon by the parties by department and staffing per adjusted patient day
- 1.12. An annual report showing how GME and DSH funding has been distributed between UMC and the Hospital.

2. Ad hoc reports. Subject to any restrictions imposed by applicable law or regulation:

- 2.1. Any other event that is likely to have a material impact on operation or finances at the Hospital should be reported by the Hospital to the County and by the County to the Hospital as soon as reasonably possible; these reports may be verbal or by email
- 2.2. Copies of anticipated press-releases concerning the Hospital must be furnished to the County (and, if applicable, by the County) before release
- 2.3. Contacts by the press should be reported to the County and by the County as soon as reasonably possible after they occur; this may be verbal or by email
- 2.4. Advance written notification of intent to terminate services, add provider based clinics at a specific site, reduce service hours or make any other change in services or specialties at the Hospital.
- 2.5. Copies of Federal Form 990s for the UMC operator and the Hospital operator, as soon as reasonably practicable after they are filed with IRS

3. Quarterly Reports. UA Healthcare will submit to the County quarterly reports due 45 calendar days after the end of the quarter (October 15, January 15, April 15 and July 15) that will include at least the following information:

- 3.1. A summary report with supporting schedules detailing all operating and capital costs (both direct and indirect) related to the provision of services both to state and to federal prisoners.
- 3.2. GME program developments, including level of any faculty or patient volume deficiencies, programs in jeopardy of losing or failing to achieve accreditation and the reasons therefore, continued certifications, removal of certification, and new program certification and any change from the targeted 100 residents in training in new co-sponsored GME program.
- 3.3. Number of dedicated physicians at the two hospitals, by specialty
- 3.4. Trends and anticipated changes in circumstances (billings, patient mix, contracting, reimbursement, HPSA revenue, state and federal funding, legislative or regulatory changes impacting costs or services etc.) and plans for any operational or financial adjustments that are necessitated by such changes
- 3.5. Number of inpatient admissions via emergency department versus physician referrals for elective or emergency services
- 3.6. Progress in meeting identified goals and objectives

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RESOLUTION NO. 2010 - 137

RESOLUTION OF THE PIMA COUNTY BOARD OF SUPERVISORS APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT AMONG PIMA COUNTY, THE ARIZONA BOARD OF REGENTS ACTING ON BEHALF OF THE UNIVERSITY OF ARIZONA, AND A NEW CORPORATION BEING FORMED THAT WILL BE ASSOCIATED WITH THE UNIVERSITY OF ARIZONA COLLEGE OF MEDICINE

WHEREAS, University Physician's Healthcare ("UPH") is a private non-profit corporation that was formed to function as the clinical practice group of the faculty of the University of Arizona College of Medicine ("UACOM") and that operates the University Physicians Healthcare Hospital (the "Hospital") on the County-owned Kino medical campus pursuant to a lease between UPH and the County, along with a graduate medical education program; and

WHEREAS, University Medical Center Corporation ("UMCC") is a non-profit corporation that, pursuant to A.R.S. § 15-1637(C), has quasi-governmental powers and status and operates University Medical Center ("UMC"), UACOM's principal teaching hospital, for the benefit of UACOM; and

WHEREAS, the Arizona Board of Regents ("ABOR"), UACOM, UPH and UMCC are seeking to integrate and better coordinate the operation of the UPH physician practice, as well as the clinical operation and teaching programs at UMC and the Hospital so that the ABOR's/UACOM's mission can be further enhanced; and

WHEREAS, in order to do that ABOR, UPH and UMCC have worked together to modify the corporate structures of UPH and UMCC and to form a new corporation that will act as a parent corporation to UPH and UMCC (this new corporation is referred to herein as "Newco" though it is understood that the actual name of this new corporation will be determined by the final Articles of Incorporation); and

WHEREAS, the teaching mission of ABOR/UACOM is consistent with and furthers various County public health, education, and economic development goals by helping to ensure that sufficient medical professionals are available in the community to care for County residents (particularly those who currently are underserved); by developing a professional workforce and individual opportunities for economic and educational advancement; and by helping to attract high tech and bio tech companies to the area, thus enhancing overall economic development for the benefit of County residents; and

WHEREAS, the Board of Supervisors has therefore determined that providing funding assistance to ABOR, to be used first as local matching funds for GME and other

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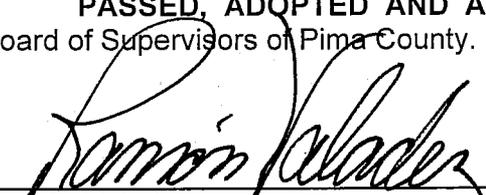
programs for which federal financial participation may become available, and then to support the UACOM teaching mission, including integration of the programs at the two teaching hospitals, is in the best interests of the County and its residents; and

WHEREAS, it is necessary for the parties to establish an intergovernmental agreement in order to carry out the intent of the parties and define the roles and responsibilities regarding the intended cooperative effort;

NOW, THEREFORE, UPON MOTION DULY MADE, SECONDED AND CARRIED, BE IT RESOLVED THAT:

1. The intergovernmental agreement between Pima County, ABOR, and Newco, in the form attached to this resolution, is hereby approved, though such approval is contingent on the restructuring of UMCC, UPH, and Newco as contemplated by the parties and described generally above.
2. The Chair of the Board is hereby authorized and directed to sign the intergovernmental agreement for the Pima County Board of Supervisors at such time as the County Administrator and the Civil Division of the Pima County Attorney's Office indicate to the Chair in writing that they have received and approved the form of documentation showing that the above corporate restructurings have been completed. The IGA will be revised so that the executed copies reflect the actual corporate name of "Newco."
3. The various officers and employees of Pima County are hereby authorized and directed to perform all acts necessary and desirable to give effect to this Resolution.

PASSED, ADOPTED AND APPROVED this 15th day of June, 2010 by the Board of Supervisors of Pima County.


Ramón Valadez
Chair of the Board of Supervisors

JUN 15 2010

ATTEST:


Lori Godoshian
Clerk of the Board of Supervisors

APPROVED AS TO FORM:


Regina L. Nassen
Deputy County Attorney

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Schedule 2.b
Signs

1. Names

[REDACTED]

[REDACTED]

2. See attached information regarding signs, insignia and trademarks that will be affixed and maintained on the Premises.



2800 N. Ajo Way | sign locations | site plan | scale: N.T.S.

LEGEND - suggested changeover solution

- permanent fix
- larger temporary fix - with cover panels
- smaller temporary fix - with printed patch
- remove sign



3643 South 7th Street
Phoenix, AZ 85040-1130
602-268-1349 Office
602-268-1369 Facsimile

smithcraft
CUSTOM SIGNS & GRAPHICS

BANNER / UNIVERSITY OF AZ
South Campus Conversion
2800 N. Ajo Way | Tucson, AZ

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REP: B. McMillen
BY: K. Laber
DATE: 11/10/14
REV: 00/00/00

SPEC NO. **XX000000**
JOB NO. **14-092601**

SIGN TYPE
SIGN LOCATION PLAN

SHEET
2.0

EXISTING SIGN



TEMPORARY REPLACEMENT SIGN

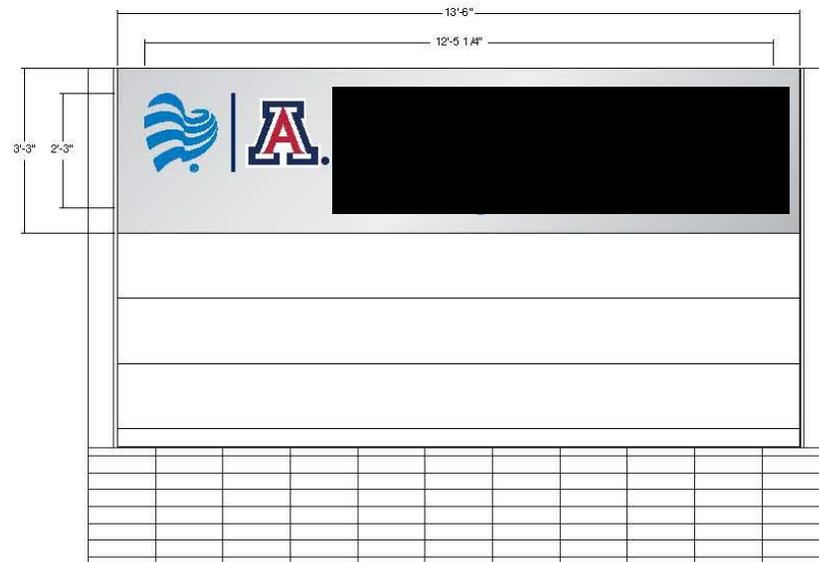


01A | context photo | scale: N.T.S.

TEMPORARY REPLACEMENT SIGN

specifications

- remove existing monument faces *on double faced monument*
- cover double sided monument faces with cover panel on each side
 - cover logo panel only
 - wrisco aluminum silver panel
- Banner heart logo
 - light blue: 3M vinyl opaque vinyl - intense blue
- UofA logo
 - dark blue: 3M vinyl opaque vinyl - ??
 - red: 3M vinyl opaque vinyl - ??
- text
 - dark blue: 3M vinyl opaque vinyl - light navy



01A | elevation | scale: 1/2" = 1'-0"

SmithCraft
CUSTOM SIGNS & GRAPHICS

3643 South 7th Street
Phoenix, AZ 85040.1130
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602.268.1369 Facsimile

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REP: B. McMillen
BY: K. Lober
DATE: 11/10/14
REV: 00/00/00

SPEC NO.
XX00000
JOB NO.
14-092601

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South Campus Conversion
2800 E. Ajo Way | Tucson, AZ

SIGN TYPE
01A

SHEET
2.1

EXISTING SIGN



TEMPORARY REPLACEMENT SIGN

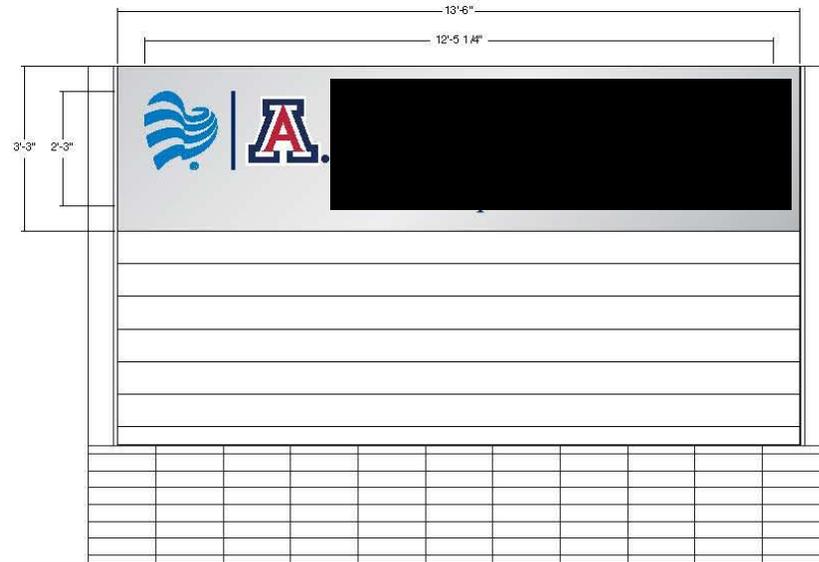


01B | context photo | scale: N.T.S.

TEMPORARY REPLACEMENT SIGN

specifications

- remove existing monument faces *on double faced monument*
- cover double sided monument faces with cover panel on each side
 - cover logo panel only
 - wrisco aluminum silver panel
- Banner heart logo
 - light blue: 3M vinyl opaque vinyl - intense blue
- UA/A logo
 - dark blue: 3M vinyl opaque vinyl - ??
 - red: 3M vinyl opaque vinyl - ??
- text
 - dark blue: 3M vinyl opaque vinyl - light navy



01B | elevation | scale: 1/2" = 1'-0"

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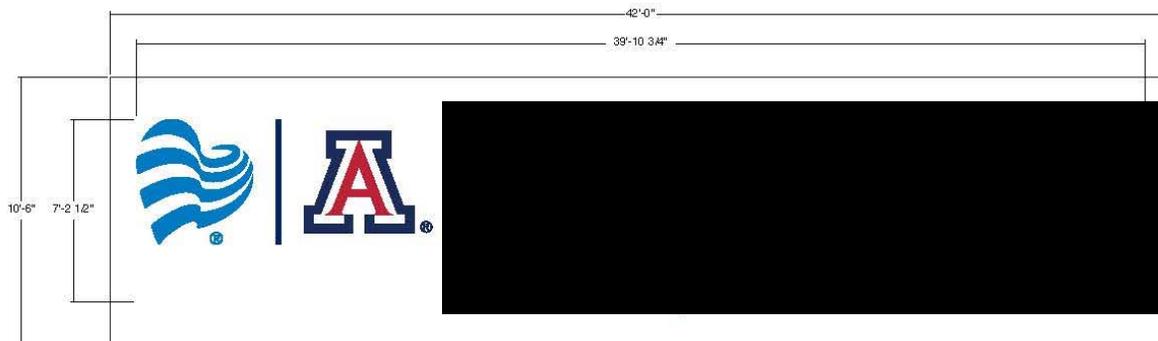
REP: B. McMillen
BY: K. Lober
DATE: 11/10/14
REV: 00/00/00

SPEC NO.
XX00000
JOB NO.
14-092601

BANNER / UNIVERSITY OF ARIZONA
Satellite Office Conversion
2800 E. Ajo Way | Tucson, AZ

SIGN TYPE
01B

SHEET
2.2



03A | elevation | scale: 1/4" = 1'-0"

TEMPORARY REPLACEMENT SIGN

specifications

- remove existing logo / lettering / graphics
- patch and paint
- replace with banner
 - white banner material with grommets
 - color of background: white
- Banner heart logo
 - light blue: 3M vinyl opaque vinyl - intense blue
- UA/A logo
 - dark blue: 3M vinyl opaque vinyl - ??
 - red: 3M vinyl opaque vinyl - ??
- text
 - dark blue: 3M vinyl opaque vinyl - light navy

EXISTING SIGN



03A | context photo | scale: N.T.S.

TEMPORARY REPLACEMENT SIGN



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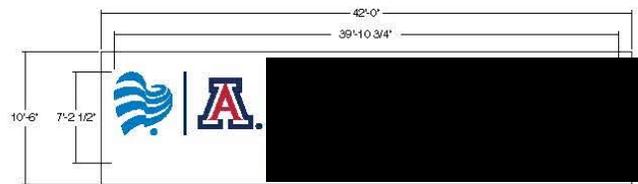
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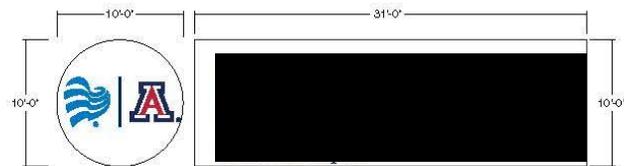
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SIGN TYPE
03A

SHEET
2.3



03B | elevation | scale: 1/8" = 1'-0"



03B - ALTERNATE | elevation | scale: 1/8" = 1'-0"

TEMPORARY REPLACEMENT SIGN

specifications

- cover existing logo with banner
- white banner material with grommets
- color of background: white
- Banner heart logo
- light blue: 3M vinyl opaque vinyl - intense blue
- UofA logo
- dark blue: 3M vinyl opaque vinyl - ??
- red: 3M vinyl opaque vinyl - ??
- text
- dark blue: 3M vinyl opaque vinyl - light navy

EXISTING SIGN



03B | context photo | scale: N.T.S.

TEMPORARY REPLACEMENT SIGN



TEMPORARY ALTERNATE REPLACEMENT SIGN



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SIGN TYPE
03B

SHEET
2.3

EXISTING SIGN



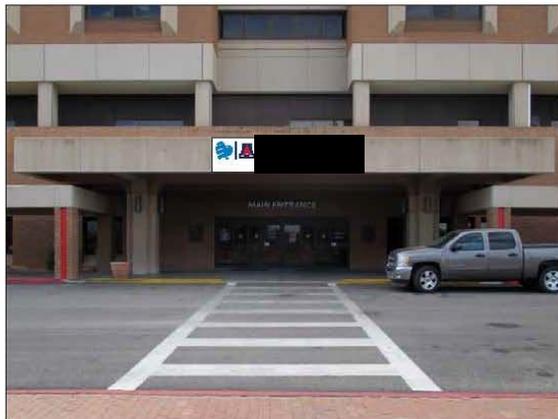
sign 04

TEMPORARY REPLACEMENT SIGN

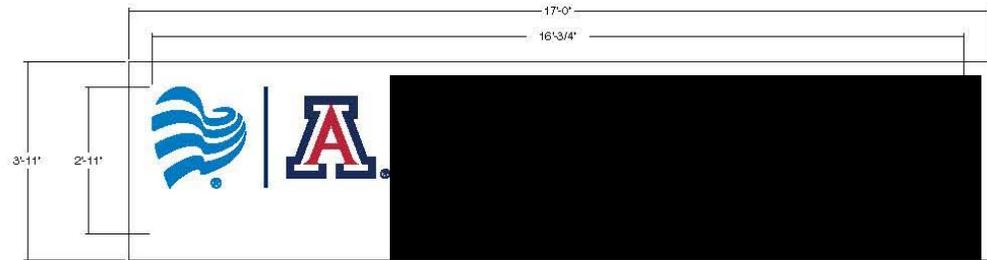
specifications

- remove existing logo / lettering / graphics
- replace with cover panel
 - flat aluminum panel with vinyl graphics
 - color of panel: white
- Banner heart logo
 - light blue: 3M opaque vinyl - intense blue
- UoA logo
 - dark blue: 3M opaque vinyl - ??
 - red: 3M opaque vinyl - ??
- text
 - dark blue: 3M opaque vinyl - light navy

EXISTING SIGN



04 | context photo | scale: N.T.S.



04 | elevation | scale: 1/2" = 1'-0"

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BY: K. Lober
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XX00000
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Satellite Office Conversion
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SIGN TYPE
04

SHEET
2.5

EXISTING SIGN



TEMPORARY REPLACEMENT SIGN

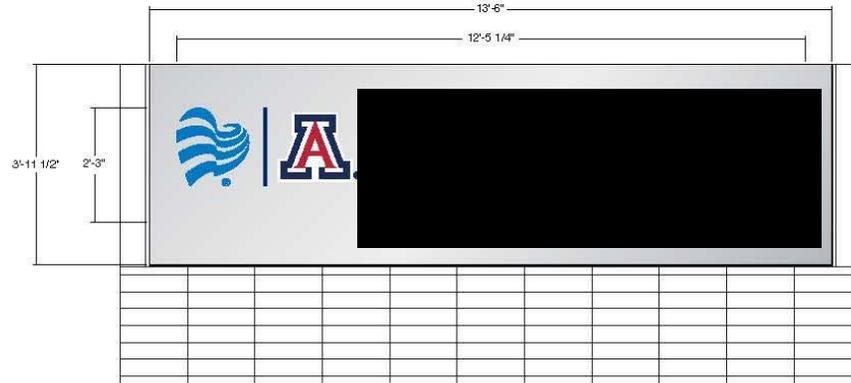
specifications

- remove existing monument faces *on double faced monument*
- cover double sided monument faces with cover panel on each side
 - cover logo panel only
 - wrisco aluminum silver panel
- Banner heart logo
 - light blue: 3M vinyl opaque vinyl - intense blue
- UA/A logo
 - dark blue: 3M vinyl opaque vinyl - ??
 - red: 3M vinyl opaque vinyl - ??
- text
 - dark blue: 3M vinyl opaque vinyl - light navy

TEMPORARY REPLACEMENT SIGN



07 | context photo | scale: N.T.S.



07 | elevation | scale: 1/2" = 1'-0"

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SIGN TYPE
07

SHEET
2.6

EXISTING SIGN



TEMPORARY REPLACEMENT SIGN

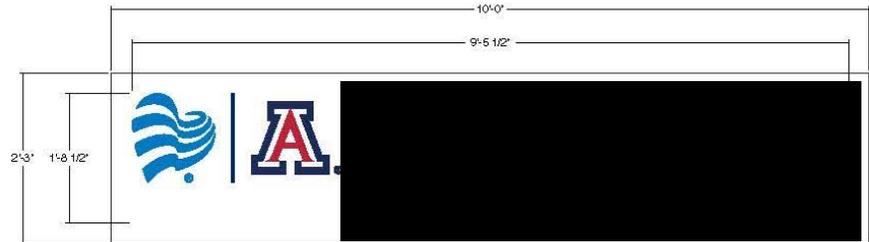


09 Context photo | scale: N.T.S.

TEMPORARY REPLACEMENT SIGN

specifications

- remove existing logo / lettering / graphics
- replace with cover panel
 - flat aluminum panel with vinyl graphics
 - color of panel: white
- Banner heart logo
 - light blue: 3M opaque vinyl - intense blue
- UoA logo
 - dark blue: 3M opaque vinyl - ??
 - red: 3M opaque vinyl - ??
- text
 - dark blue: 3M opaque vinyl - light navy



09 Elevation | scale: 3/4" = 1'-0"

SmithCraft
CUSTOM SIGNS & GRAPHICS

3643 South 7th Street
Phoenix, AZ 85040.1130
602.268.1349 Office
602.268.1369 Facsimile

Fabrication information shown here is the exclusive property of F.S.N. Enterprises dba SmithCraft and may not be used for fabrication by any other company without authorization from an officer of F.S.N.

REP: B. McMillen
BY: K. Laber
DATE: 11/10/14
REV: 00/00/00

SPEC NO.
XX00000
JOB NO.
14-092601

BANNER / UNIVERSITY OF ARIZONA
South Campus Conversion
2800 E. Ajo Way | Tucson, AZ

SIGN TYPE
09

SHEET
2.7

EXISTING SIGN

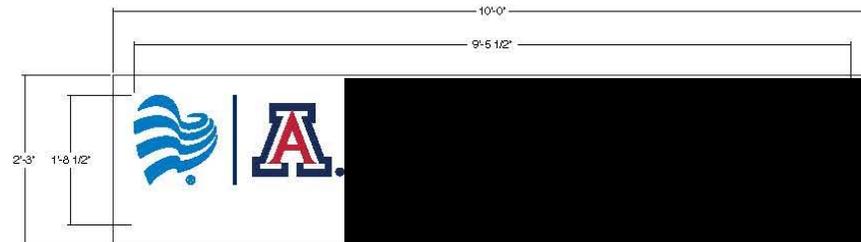


TEMPORARY REPLACEMENT SIGN

specifications

- remove existing logo / lettering / graphics
- replace with cover panel
 - flat aluminum panel with vinyl graphics
 - color of panel: white
- Banner heart logo
 - light blue: 3M opaque vinyl - intense blue
- UofA logo
 - dark blue: 3M opaque vinyl - ??
 - red: 3M opaque vinyl - ??
- text
 - dark blue: 3M opaque vinyl - light navy

TEMPORARY REPLACEMENT SIGN



10 | context photo | scale: N.T.S.

10 | elevation | scale: 3/4" = 1'-0"

SmithCraft
CUSTOM SIGNS & GRAPHICS

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REP: B. McMillen
BY: K. Laber
DATE: 11/10/14
REV: 00/00/00

SPEC NO.
XX000000
JOB NO.
14-092601

BANNER / UNIVERSITY OF ARIZONA
Satellite Office Conversion
2800 E. Ajo Way | Tucson, AZ

SIGN TYPE
10

SHEET
2.8

EXISTING SIGN



TEMPORARY REPLACEMENT SIGN

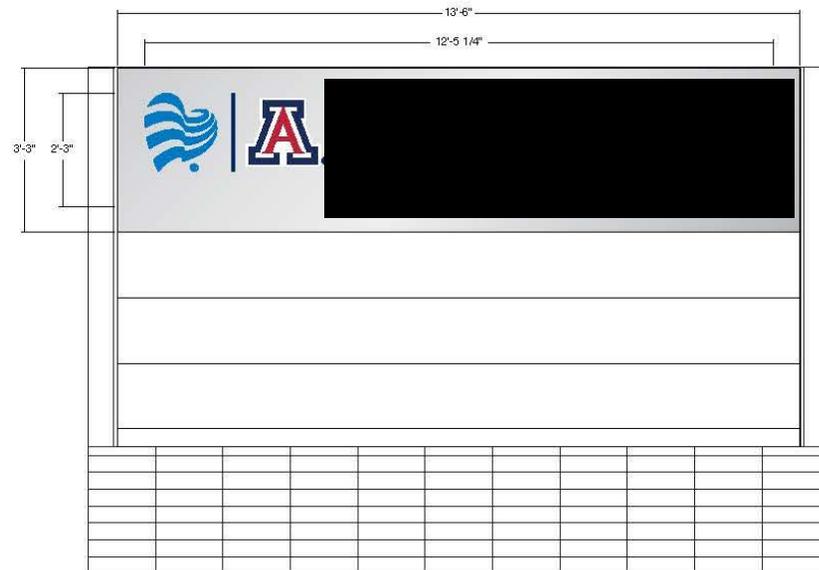


27 | context photo | scale: N.T.S.

TEMPORARY REPLACEMENT SIGN

specifications

- remove existing monument faces *on double faced monument*
- cover double sided monument faces with cover panel on each side
 - cover logo panel only
 - wrisco aluminum silver panel
- Banner heart logo
 - light blue: 3M vinyl opaque vinyl - intense blue
- UA/A logo
 - dark blue: 3M vinyl opaque vinyl - ??
 - red: 3M vinyl opaque vinyl - ??
- text
 - dark blue: 3M vinyl opaque vinyl - light navy



27 | elevation | scale: 1/2" = 1'-0"

SmithCraft
CUSTOM SIGNS & GRAPHICS

3643 South 7th Street
Phoenix, AZ 85040.1130
602.268.1349 Office
602.268.1369 Facsimile

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REP: B. McMillen
BY: K. Laber
DATE: 11/10/14
REV: 00/00/00

SPEC NO.
XX00000
JOB NO.
14-092601

BANNER / UNIVERSITY OF ARIZONA
South Campus Conversion
2800 E. Ajo Way | Tucson, AZ

SIGN TYPE
27

SHEET
2.9

EXISTING SIGN



TEMPORARY REPLACEMENT SIGN

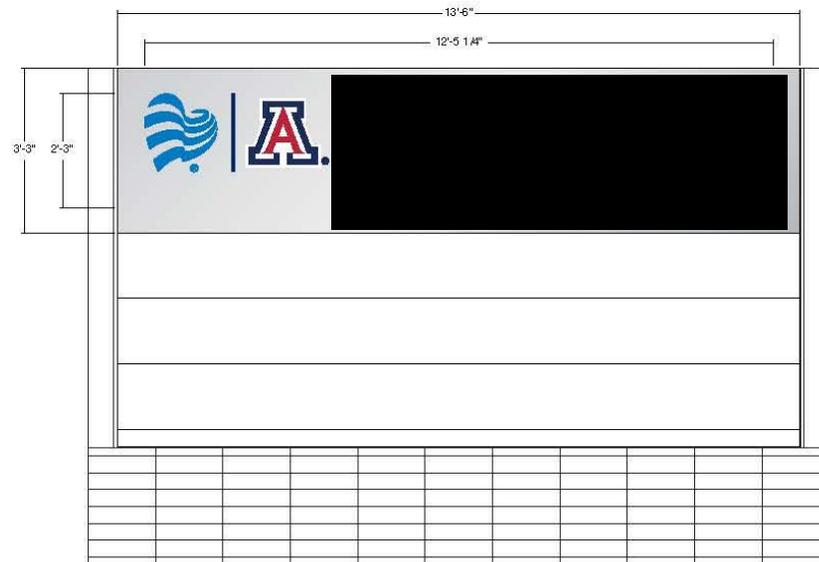


28 | context photo | scale: N.T.S.

TEMPORARY REPLACEMENT SIGN

specifications

- remove existing monument face *on single faced monument*
- cover single sided monument face with cover panel
 - cover logo panel only
 - wrisco aluminum silver panel
- Banner heart logo
 - light blue: 3M vinyl opaque vinyl - intense blue
- UofA logo
 - dark blue: 3M vinyl opaque vinyl - ??
 - red: 3M vinyl opaque vinyl - ??
- text
 - dark blue: 3M vinyl opaque vinyl - light navy



28 | elevation | scale: 1/2" = 1'-0"

SmithCraft
CUSTOM SIGNS & GRAPHICS

3643 South 7th Street
Phoenix, AZ 85040.1130
602.268.1349 Office
602.268.1369 Facsimile

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REP: B. McMillen
BY: K. Lober
DATE: 11/10/14
REV: 00/00/00

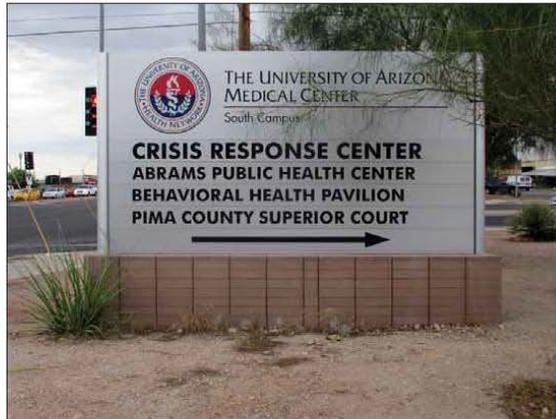
SPEC NO.
XX00000
JOB NO.
14-092601

BANNER / UNIVERSITY OF ARIZONA
Satellite Office Conversion
2800 E. Ajo Way | Tucson, AZ

SIGN TYPE
28

SHEET
2.10

EXISTING SIGN



TEMPORARY REPLACEMENT SIGN

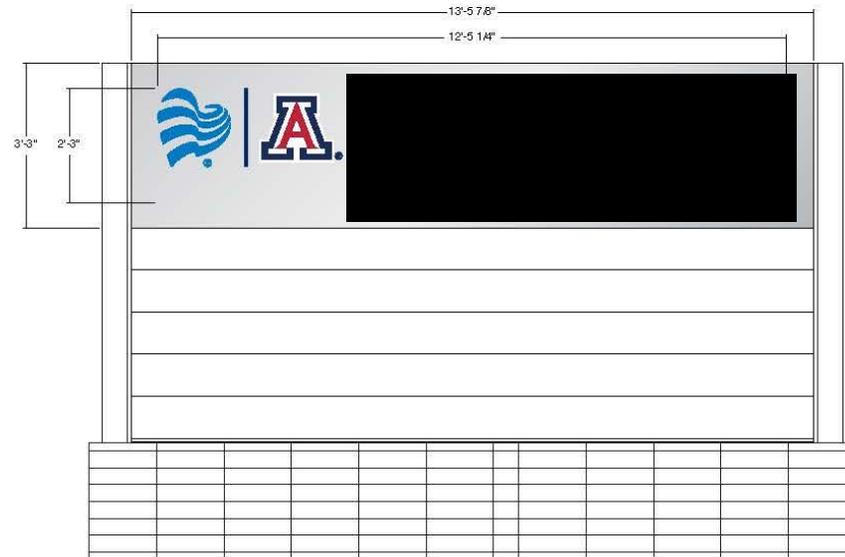


46 | context photo | scale: N.T.S.

TEMPORARY REPLACEMENT SIGN

specifications

- remove existing monument faces on *double faced monument*
- cover *double sided monument faces with cover panel on each side*
 - cover logo panel only
 - wrisco aluminum silver panel
- *Banner heart logo*
 - light blue: 3M vinyl opaque vinyl - intense blue
- *UoA logo*
 - dark blue: 3M vinyl opaque vinyl - ??
 - red: 3M vinyl opaque vinyl - ??
- *text*
 - dark blue: 3M vinyl opaque vinyl - light navy



46 | elevation | scale: 1/2" = 1'-0"

SmithCraft
CUSTOM SIGNS & GRAPHICS

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Phoenix, AZ 85040.1130
602.268.1349 Office
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REP: B. McMillen
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DATE: 11/10/14
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SPEC NO.
XX00000
JOB NO.
14-092601

BANNER / UNIVERSITY OF ARIZONA
Satellite Office Conversion
2800 E. Ajo Way | Tucson, AZ

SIGN TYPE
46

SHEET
2.11

Schedule 2.c
Insurance

COVERAGE	POLICY PERIOD	CARRIER	POLICY #	LIMITS	DEDUCTIBLE
BH - Business Auto/Ambulance	01/01/14-01/01/15	Sentry Insurance	90-03247-04	2,000,000	\$250,000 Liab.
		A.M. Best Rating: A+ p XV		526 Units & 21 Ambulances	Physical Damage - Self Insured
Environmental Liability	01/01/14-01/01/15	Banner Indemnity, Ltd	BIL ENV 2014	\$10,000,000/\$10,000,000	Nil
Environmental Liability	01/01/14-01/01/15	Illinois Union Insurance Company	HPI G24540479 004	\$25,000,000/\$25,000,000	\$10,000,000 SIR
		A.M. Best Rating: A++ g XV			
Workers' Compensation	01/01/14-01/01/15	Self-Insured		\$500,000 Each Accident	
				\$500,000 Each Employee	
Excess Workers' Compensation	01/01/14-01/01/15	Banner Indemnity, Ltd	BIL WC2014	\$5,000,000 Each Accident	\$500,000 Each Accident
				\$5,000,000 Each Employee	\$500,000 Each Employee
Excess Workers' Compensation	01/01/14-01/01/15	ARCH Insurance Company	WCX 0047564 02	WC Statutory	\$5,000,000 Each Accident
		A.M. Best Rating: A+ g XV		\$1M/\$1M/\$1M Employers Liab.	\$5,000,000 Each Employee
				\$1,679,370,144 Payroll	
BH Primary PL/GL	01/01/14-01/01/15	Banner Indemnity, Ltd	BIL 2014	10,000,000	Nil
BH Excess Prof/Gen Liab	03/01/14 - 03/01/15	Banner Indemnity, Ltd	BIL XS 2014	25,000,000	underlying
BH - 1st Excess Prof/Gen Liab	03/01/14 - 03/01/15	Banner Indemnity, Ltd	7270-012	\$25Mx\$25Mx\$10M SIR	underlying
		100% Reinsured by Endurance Specialty Ins., Ltd.		\$25M xs\$55M xs\$10M D&O	underlying
		A.M. Best Rating: A XV			

COVERAGE	POLICY PERIOD	CARRIER	POLICY #	LIMITS	DEDUCTIBLE
BH - 2nd Excess Prof/Gen Liab	03/01/14 - 03/01/15	Banner Indemnity, Ltd	HPC5965139-06	\$25Mx\$50Mx\$10MSIR	underlying
		100% Reinsured by Zurich American Ins. Co.			
		A.M. Best Rating: A+ g XV			
BH - 3rd Excess Prof/Gen Liab	03/01/14 - 03/01/15	Banner Indemnity, Ltd	UHE00013302-08	\$25Mx\$75Mx\$10SIR	underlying
		100% Reinsured by Arch Specialty Ins. Co.			
		A.M. Best Rating: A+ IX			
BH - 4th Excess Prof/Gen Liab	03/01/14 - 03/01/15	Banner Indemnity, Ltd	BM00027622LI14A	\$75Mx\$100Mx\$10SIR	underlying
		100% Reinsured by XL Insurance (Bermuda) Ltd.			
		A.M. Best Rating: A XV			
BH - 5th Excess Prof/Gen Liab	03/01/14 - 03/01/15	Banner Indemnity, Ltd	19735-38263	\$25Mx\$175Mx\$10MSIR	underlying
		100% Reinsured by Hiscox (London)			
		A.M. Best Rating: A XII			
BH - 6th Excess Prof/Gen Liab	03/01/14 - 03/01/15	Banner Indemnity, Ltd	MPRE-0535-14	\$25Mx\$200Mx\$10MSIR	underlying
		100% Reinsured by Atlantic Specialty (OneBeacon)			
		A.M. Best Rating: A XI			
Aviation	08/02/14 - 08/02/15	Old Republic Insurance Co.	CA00042010	\$25,000,000	N/A
		A.M. Best Rating: A XI		\$475K & \$500K Physical Damage	
BHS - Property	10/01/14 - 10/01/15	Continental Casualty Company	RMP 2095773285	\$850,000,000	\$250,000
		A.M. Best Rating: A XV		TIV- \$6,436,039,039	