

MISSION SUPPORT AGREEMENT

This Mission Support Agreement (the "Agreement") is entered into as of January __, 2026 ("Effective Date"), by and between and the City of Yuma, an Arizona municipal corporation (the "City"), and Yuma Regional Medical Center, an Arizona nonprofit corporation *doing business as* Onvida Health Yuma Medical Center ("Onvida Health").

PURPOSE: To support the development of a Regional Medical Branch of the University of Arizona College of Medicine – Phoenix ("UA CoM-P") and medical education, generally, within the City.

RECITALS

WHEREAS, the City has an acute need for healthcare professionals to serve its population and visitors;

WHEREAS, the City has received or will receive an appropriation from the State of Arizona in the total amount of \$3,000,000, to be further distributed to a nonprofit regional hospital located in the City of Yuma that supports at least four hundred beds;

WHEREAS, Onvida Health is a nonprofit healthcare organization with a regional hospital located in the City, that supports over four hundred beds and that serves residents and visitors of the City and the surrounding area;

WHEREAS, Onvida Health has recently partnered with UA CoM-P to develop a Regional Medical Branch in the City to increase and enhance medical education opportunities; and,

WHEREAS, the City desires to support Onvida Health in the development of the Regional Medical Branch and to support Onvida Health's medical education programs, upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the covenants and promises in this Agreement, the parties hereby agree as follows:

AGREEMENT

1. Term and Termination. The term of this Agreement shall commence on the Effective Date, and shall continue in effect through June 30, 2028 (the "Term"). The Agreement may not be extended except through written amendment, signed by the parties. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided that, to effectuate such termination, the non-breaching party must give the breaching party at least thirty (30) days of the breaching party receiving written notice to correct such breach, as reasonably determined by the non-breaching party.

2. Distributions. The State of Arizona's 2025-2026 General Appropriations Act provided for a \$3,000,000.00 appropriation to the City for further distribution to a nonprofit regional hospital located in the City that supports at least four hundred beds (the "Appropriation"). The City has identified Onvida Health as a qualifying nonprofit regional hospital under the Appropriation. In return for the public benefit as set forth in this Agreement, the City shall distribute to Onvida Health the Appropriation as follows: (a) **\$1,500,000.00** within thirty (30) days of the Effective Date; and (b) **\$1,500,000.00** within thirty (30) days of receiving the complete Appropriation from the State of Arizona (collectively, the "Distributions").

3. Public Purpose. The City has determined that the development of the Regional Medical Branch by UA CoM-P and Onvida Health, and the maintenance or expansion of medical

education programs within the City, further a vital public purpose to promote the health, education, and economic opportunity of the City's residents and visitors.

4. Regional Medical Branch and Provision of Medical Education. Onvida Health shall be required to use funds received through the Distributions to support its mission of expanding and enhancing medical education opportunities in the City. By the end of the Term, Onvida Health must expend all amounts received through the Distributions for any of the following acceptable uses, as determined by Onvida Health in its reasonable discretion: (a) scholarships for the benefit of undergraduate medical students enrolled in and attending the Regional Medical Branch in Yuma; (b) workforce and other labor expenses for the associated faculty and staff at the Regional Medical Branch in Yuma; (c) any other purpose specifically related to the development and operation of the Regional Medical Branch in Yuma; (d) maintenance or expansion of graduate medical education programs sponsored by Onvida Health and for which the training occurs within the City; and, (e) maintenance or expansion of other clinical education programs within the City.

5. Non-Discrimination; Privacy. The parties shall not discriminate on the basis race, sex, color, marital status, sexual orientation, age, disabilities, religion, national origin, or veteran status. The parties shall comply with all laws, rules and regulations of Title VII of the Civil Rights Act, the Health Insurance Portability and Accountability Act and the Family Educational Rights and Privacy Act.

6. Representation and Warranty Regarding Federal Health Care Programs. Each party represents and certifies that, to its knowledge, neither it nor any of its employees, agents, contractors or students: is excluded from participation in any Federal Health Care Program, as defined in 42 U.S.C. § 1320a-7b(f) ("Federal Health Care Program"); is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency; or has been convicted by any court of a felony or a crime relating to health care. Each party represents and certifies that, to its knowledge, no formal adverse action, as that term is defined in 42 U.S.C. § 1320a-7e(g), has occurred or is pending or threatened against it or any of its employees or agents. If either party learns that any of the foregoing representations and warranties are no longer true, it shall notify the other party in writing with sufficient detail to permit the party receiving notice to understand and evaluate the nature of the sanction. Either party may terminate this Agreement upon written notice to the other party upon learning that any of the foregoing representations and warranties are no longer true.

7. Indemnification. Each party shall indemnify and hold harmless the other party, its officers, directors, employees, agents, members, and representatives from any claims, losses, liabilities, damages, and expenses of any kind arising out of the acts or omissions of the party, or the party's officers, directors, employees, agents, members, and representatives. The obligations of this paragraph shall survive the expiration of this Agreement.

8. Publicity. Except as expressly permitted in writing by the applicable party, the parties agree not to make, and agree to ensure that their respective representatives do not make, any announcements concerning the matters set forth in this Agreement without the prior written consent of the other party, or make any reference to the other party in any advertising or promotional material, or in any other manner, including without limitation press releases, advertising, client lists or any other form of publicity, without the prior written consent of the other party.

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9. General Terms.

a. Entire Agreement; Amendment; Waiver. The recitals set forth at the start of this Agreement are hereby incorporated by reference and shall constitute a part hereof as though set forth in the body of this Agreement. This Agreement reflects the entire understanding between the parties regarding the subject matter. This Agreement may be amended, supplemented, or otherwise modified only by a writing signed by both parties. The due performance or observance by a party of any of its obligations under this Agreement may be waived only by a writing signed by the party against whom enforcement of such waiver is sought, and any such waiver shall be effective only to the extent specifically set forth in such writing.

b. Assignment. Neither party may assign this Agreement nor any of its rights or obligations under this Agreement without the prior written approval of the other party, and any such attempted delegation or disposition shall be null and void and without effect and shall be deemed a breach of this Agreement.

c. Severability. If any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions.

d. Governing Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona, without regard to its conflict of laws provision. The parties agree that any and all disputes, claims, or litigation arising from or related to in any way to this Agreement shall be resolved exclusively in courts located within Yuma County, Arizona.

e. Independent Contractors. The parties are and shall at all times be independent contractors of one another. Nothing contained in this Agreement shall be construed to create a joint venture, partnership, association, or like relationship between the parties with respect to the activities described in this Agreement. In no event shall either party be liable for the debts or obligations of the other, except as otherwise specifically provided in this Agreement.

f. No Third-Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of the City, Onvida Health, and their respective permitted successors or assigns, and it is not the intention of the parties to confer, and this Agreement shall not confer, third-party beneficiary rights upon any other person.

g. State Obligation. The parties recognize that the performance by the City may be dependent upon the appropriation of funds by the Legislature of the State of Arizona. If the Legislature fails to appropriate the necessary funds or if the City's appropriation is reduced during the term of this Agreement, the City will reduce the scope of the City's distributions as set forth in this Agreement, if appropriate, or cancel this Agreement without further duty or obligation by delivering written notice to Onvida Health as soon as reasonably possible after the unavailability of funds comes to the City's attention.

h. Conflict of Interest. This Agreement may be canceled pursuant to Arizona Revised Statutes § 38-511, without penalty or further obligation.

i. Further Assurances. Each party shall promptly execute and deliver such further instruments and take such further actions as the other party may reasonably require or

request in order to carry out the intent of this Agreement and to fulfill their commitments to the development of the Regional Medical Brand and general medical education within the City.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date

CITY OF YUMA:

ONVIDA HEALTH:

Yuma Regional Medical Center *dba*
Onvida Health Yuma Medical Center

By: _____
Name: John D. Simonton
Title: Acting City Administrator
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Address for notice:
1 City Plaza
Yuma, Arizona 85364
Attn: City Attorney's Office

Address for notice:
2400 S. Avenue A
Yuma, Arizona 85364
Attn: General Counsel

Attest:

By: _____
Lynda L. Bushong
City Clerk