

HOSPITAL DISTRICT NUMBER ONE OF MOHAVE COUNTY

3269 Stockton Hill Road

Kingman, Arizona 86409

AGENDA (August 5, 2025)

No call to the public is scheduled this meeting.

The Governing Board of Hospital District Number One of Mohave County will meet in Regular Session on August 5, 2025, at 5:00 p.m. The meeting will be held at the Kingman Regional Medical Center Mohave A and B, 3269 Stockton Hill Road, Kingman, Arizona. The Board may vote to go into Executive Session pursuant to A.R.S. § 38- 431.03(A)(3) for legal advice on matters as set forth in the agenda and A.R.S. § 38- 431.03(A)(4). The following topics and any variables thereto will be subject to Board consideration, discussion, approval, or other action. All items are set for possible action.

I. CALL TO ORDER

II. ROLL CALL OF THE HOSPITAL DISTRICT BOARD MEMBERS

III. CONSIDERATION AND APPROVAL OF MINUTES

- A. Discussion and possible action regarding the approval of Minutes of July 1, 2025, Meeting.

IV. FINANCIAL MATTERS AND REPORTS

- A. Discussion and possible action regarding Engagement Letter for audit services FY25 (period ending June 30, 2025).
- B. Discussion and possible action regarding the Hospital District Finance Report and Balance Sheet presented by Mr. Moore.
- C. Discussion and possible action regarding FY2026 District Budget.
- D. Discussion and possible action regarding Intergovernmental Agreement between Arizona Health Care Cost Containment System Administration and Kingman Regional Medical Center on behalf of Hospital District One of Mohave County (APSI Support) and Intergovernmental Agreement between Arizona Health Care Cost Containment System Administration and Kingman Regional Medical Center on behalf of Hospital District One of Mohave County (APSI Admin).
- E. Discussion and possible action regarding Kingman Regional Medical Center's monthly rent.

NEW BUSINESS

- F. Discussion and possible action regarding approval of District Legal Services Invoice Mr. Tom Price.
- G. Discussion and possible action regarding two (2) – Eighteen (18) month term vacancies (2022 – 2026) on Board of Hospital District Number One of Mohave County.

V. OLD BUSINESS

VI. ADJOURNMENT

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the attached notice will be duly sent to the Mohave County Board of Supervisors no later than August 4, 2025, by 4:00 p.m. for posting on their public information board. Also, notice will be posted at 3269 Stockton Hill Road (Main Entrance to KRMC) in Kingman, Arizona no later than August 4, 2025, 4:00 p.m. in accordance with the statement filed by the Hospital District Number One of Mohave County Dated August 4, 2025.

Posted by Cheryl Porter
Cheryl Porter on behalf of:

David French
Chairman Hospital District Number One of Mohave County

Additional Meeting Resources:

1. Hospital District Number One Mohave County Board Meeting Teams Link:

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 285 258 424 436

Passcode: xX7Az9jD

Dial in by phone

[+1 623-473-4504,672183315#](#) United States, Phoenix

[Find a local number](#)

Phone conference ID: 672 183 315#

For organizers: [Meeting options](#) [Reset dial-in PIN](#)

HOSPITAL DISTRICT NUMBER ONE OF MOHAVE COUNTY

3269 Stockton Hill Road

Kingman, Arizona 86409

Minutes (July 1, 2025)

I. CALL TO ORDER

Mr. French called the meeting to order at 10:02 a.m.

II. ROLL CALL OF THE HOSPITAL DISTRICT BOARD MEMBERS

Roll call was taken by Mr. French. The following District Board Members were present,

Board Member French – Present

Board Member Tacheron - Present

Board Member Newmyer – Present

Board Member – Vacant

Board Member - Vacant

Also in attendance was Mr. Tom Price, District Board Attorney. Ms. Newmyer asked if the lawyer was going to attend all meetings, and Mr. French noted that he would not, but that he was there today to present information regarding quorum with the resignation of the two members on the agenda today. Mr. French motioned to have the attorney in attendance today, and the motion was seconded by Ms. Tacheron. Motion carried, vote 3 – 0.

III. RESIGNATIONS of BOARD MEMBERS

- A. Discussion and possible action regarding acceptance of resignations of Board Members Ms. Penny Holden and Mr. Daniel Valentine.

Mr. Price presented the resignations of Ms. Holden and Mr. Valentine. He informed the board that a quorum was made up of two members until the additional members can be appointed. Ms. Newmyer made a motion to accept the resignations. Ms. Tacheron seconded the motion. All members voted in favor of accepting the resignations of Ms. Holden and Mr. Valentine. Motion carried, vote 3 – 0.

IV. LEADERSHIP NOMINATIONS/VOTE CHAIR and VICE CHAIR

- A. Discussion and possible action regarding nomination and voting of leadership positions: Chair and Vice Chair.

Ms. Tacheron nominated Mr. French as the Chair. Motion seconded by Ms. Newmyer. Motion carried, vote 3 – 0. Mr. French nominated Ms. Tacheron. Seconded by Ms. Tacheron. Ms. Newmyer voted no. Motion carried, vote 2 – 1.

V. CONSIDERATION AND APPROVAL OF MINUTES

- A. Discussion and possible action regarding the approval of Minutes of Special Sessions, August 1, 2024, and August 29, 2024.

The minutes from the August 1, 2024, and August 29, 2024, minutes were in the packet for consideration. Ms. Newmyer motioned to accept the minutes from both special meetings. Motion seconded by Ms. Tacheron. All members in favor. Motion carried, vote 3 – 0.

VI. FINANCIAL MATTERS AND REPORTS

- 1) Discussion and possible action regarding audit results. Audit presentation by Moss Adams (via Teams)

Kristen Olko and Shannon Ramirez from Moss Adams were present on the TEAMS call to present the FY2024 independent financial audit. They explained how the audit process works and discussed the merger of Moss Adams and BakerTilly firms. Ms. Olko presented all elements of the audit. After the report was given and questions were answered, Ms. Newmyer made a motion to accept the audit report. Ms. Tacheron seconded the motion. All members in favor. Motion carried, vote 3 – 0.

- B. Discussion and possible action regarding the Hospital District Finance Report and Balance Sheet presented by Mr. Barry Moore.

Mr. Moore presented the current District financials and year to date balance sheet. Ms. Tacheron motioned to approve the financial report. Ms. Newmyer seconded the motion. All members in favor. Motion carried, vote 3 – 0.

- C. Discussion and possible action regarding draft FY2026 Budget.

Mr. Keener presented the draft budget and explained that the District Board has sufficient funds to cover expenses through next year. To balance the inflow and outflow, the budget will need to be adjusted in the future. Ms. Tacheron motioned to accept the draft budget, and the motion was seconded by Ms. Newmyer. All members voted in favor of the draft. Motion carried, vote 3 – 0.

- D. Discussion and possible action for confirmation of support for the Intergovernmental Agreement between Arizona Health Care Cost Containment System Administration and Kingman Regional Medical Center on behalf of Hospital District One of Mohave County for the support of the Access to Professional Services Initiative.

Mr. Keener and Mr. Moore presented the information on the Intergovernmental agreements. Mr. Keener reported that the prices were not yet available from the Arizona Health Care Cost Containment System, but as soon as they were available, they would make them available to the District Board. Mr. Keener asked if the District Board Members would consider confirming support of the program pending the

official rates and terms.

Ms. Newmyer made a motion to support this program. Ms. Tacheron seconded the motion. All members in favor. Motion carried, vote 3 – 0.

NEW BUSINESS

- E. Discussion and possible action regarding acceptance of resignation of recording secretary Catherine Furtado.

Ms. Furtado's resignation is included in the packet. Ms. Newmyer motioned to accept the resignation. Ms. Tacheron seconded the motion. All members in favor. Motion carried, vote 3 – 0.

Mr. Price discussed and read from the District Bylaws regard the secretary and the role of the hospital in reimbursing expenses incurred by the district operations of the lease agreement.

- F. Discussion and possible action regarding the removal of former board member Ms. Holden from Wells Fargo signature card and approval to add additional board member(s) to the signature card to meet the two-signature requirement to issue warrants for payments.

Motion Made by Ms. Newmyer to remove Ms. Holden from bank signature card. Ms. Tacheron seconded the motion.
All in Favor 3, Opposed 0

Motion Made by Board Member Newmyer to add all Board Members to the bank signature card. Board Member Tacheron seconded the motion.
All in Favor 3, Opposed 0

- G. Discussion and possible action regarding memo received from Kingman Regional Medical Center requesting consent and approval for Del E. Webb Wellness Center improvement project.

Motion Made by Ms. Newmyer to consent and approve the Del E. Webb Wellness Center improvement project as submitted. Ms. Tacheron seconded the motion. All in Favor 3, Opposed 0

- H. Discussion and possible action regarding granting authority to chairman to obtain review of District Documents (leases, contracts, etc.) prior to full board approval.

After discussion, no action was taken on this agenda item.

- I. Discussion and possible action regarding Bylaws modification to address attendance and subsequent actions that may be taken in the event of repeated unexcused absence from scheduled meetings.

After discussion, no action was taken on this agenda item.

- J. Discussion and possible action regarding two (2) – Eighteen (18) month term vacancies (2022 – 2026) on Board of Hospital District Number One of Mohave County.

After discussion, no vote was taken in this matter. The agenda item is tabled until a future meeting. The candidates were asked to submit more detailed information about their background and experience so the Board Members could consider the three candidates brought forth.

VII. OLD BUSINESS

None

VIII. ADJOURNMENT

By Agreement of all Board Members the next meeting will be Tuesday, August 5, 2025, at 5 p.m.

Meeting Adjourned by Mr. French at 11:41 a.m.

Respectfully Submitted,

Cheryl Porter

Hospital District Number One Mohave County Interim Recording Secretary



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July 31, 2025

Dave French, Chairperson, Board of Directors
Hospital District Number One of Mohave County
3269 Stockton Hill Road
Kingman, AZ 86409

Re: Audit and Nonattest Services

Dear Mr. French:

Thank you for the opportunity to provide services to Hospital District Number One of Mohave County. This engagement letter ("Engagement Letter") and the attached Professional Services Agreement, which is incorporated by this reference (collectively, the "Agreement"), confirm our acceptance and understanding of the terms and objectives of our engagement, and limitations of the services that Baker Tilly US, ("Firm," "we," "us," and "our") will provide to Hospital District Number One of Mohave County ("you," "your," and "District").

Scope of Services – Audit

You have requested that we audit the District's financial statements, which comprise the statement of net position (deficit) as of June 30, 2025, and the related statements of revenue, expenses and changes in net position (deficit) and cash flows for the year then ended, and the related notes to the financial statements.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information ("RSI"), such as management's discussion and analysis, to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to RSI in accordance with auditing standards generally accepted in the United States of America. We will not express an opinion or provide assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide assurance. The following RSI will be subjected to certain limited procedures, but will not be audited:

- 1) Management's discussion and analysis

Scope of Services and Limitations – Nonattest

We will provide the District with the following nonattest services:

- 1) Assist you in drafting the financial statements and related footnotes as of and for the year ended June 30, 2025.

Our professional standards require that we remain independent with respect to our attest clients, including those situations where we also provide nonattest services such as those identified in the preceding paragraphs. As a result, District management must accept the responsibilities set forth below related to this engagement:

- Assume all management responsibilities.
- Oversee the service, by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to oversee our nonattest services. The individual is not required to possess the expertise to perform or reperform the services.
- Evaluate the adequacy and results of the nonattest services performed.
- Accept responsibility for the results of the nonattest services performed.

It is our understanding that you have been designated by the District to oversee the nonattest services and that in the opinion of the District you are qualified to oversee our nonattest services as outlined above. If any issues or concerns in this area arise during the course of our engagement, we will discuss them with you prior to continuing with the engagement.

Timing

Kristen Olko is responsible for supervising the engagement and authorizing the signing of the report.

Our scheduling depends on your completion of the year-end closing and adjusting process prior to our arrival to begin the fieldwork. We may experience delays in completing our services due to your staff's unavailability or delays in your closing and adjusting process. You understand our fees are subject to adjustment if we experience these delays in completing our services.

Fees

We estimate that our fees for the services will be in the range of \$20,000. You will also be billed for expenses.

In addition to fees, we will charge you for expenses. Our invoices include a flat expense charge, calculated as five percent (5%) of fees, to cover expenses such as copying costs, postage, administrative billable time, report processing fees, filing fees, and technology expenses. Travel expenses and client meals/entertainment expenses will be billed separately and are not included in the 5% charge.

We have agreed to the following payment schedule for the services:

Month Due	Amount
August 2025	\$10,500
September 2025	\$10,500
October 2025/At issuance	Any remaining amounts due

Our ability to provide services in accordance with our estimated fees depends on the quality, timeliness, and accuracy of the District's records, and, for example, the number of general ledger adjustments required as a result of our work. To assist you in this process, we will provide you with a Client Audit Preparation Schedule that identifies the key work you will need to perform in preparation for the audit. We will also need your accounting staff to be readily available during the engagement to respond in a timely manner to our requests. Lack of preparation, poor records, general ledger adjustments, and/or untimely assistance will result in an increase of our fees.

Reporting

We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the Board of Directors of the District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. Our services will be concluded upon delivery to you of our report on your financial statements for the year ended June 30, 2025.

We appreciate the opportunity to be of service to you. If you agree with the terms of our engagement as set forth in the Agreement, please sign the enclosed copy of this letter and return it to us with the Professional Services Agreement.

Very truly yours,

Baker Tilly US, LLP

Baker Tilly US, LLP

Enclosures

Accepted and Agreed:

This Engagement Letter and the attached Professional Services Agreement set forth the entire understanding of Hospital District Number One of Mohave County with respect to this engagement and the services to be provided by the Firm:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Client: #904174
v. 06/04/2025

PROFESSIONAL SERVICES AGREEMENT

Audit and Nonattest Services - Government Auditing Standards Version (no compliance audit)

This Professional Services Agreement (the "PSA") together with the Engagement Letter, which is hereby incorporated by reference, represents the entire agreement (the "Agreement") relating to services that the Firm will provide to the District. Any undefined terms in this PSA shall have the same meaning as set forth in the Engagement Letter.

Objectives of the Audit

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives also include reporting on the following:

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by Government Auditing Standards.

The report on internal control and compliance will include a statement that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control over financial reporting or on compliance, that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control over financial reporting and compliance, and, accordingly, it is not suitable for any other purpose.

The objectives of our audit are also to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

The Auditor's Responsibility

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. As part of an audit conducted in accordance with U.S. GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control or to identify deficiencies in the design or operation of internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosure, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time

The supplementary information will be subject to certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves.

If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Procedures and Limitations

Our procedures may include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of certain receivables and certain other assets, liabilities and

transaction details by correspondence with selected customers, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from management about the financial statements and supplementary information and related matters. Management's failure to provide representations to our satisfaction will preclude us from issuing our report.

An audit includes examining evidence, on a test basis, supporting the amounts and disclosures in the financial statements. Therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Material misstatements may include errors, fraudulent financial reporting, misappropriation of assets, or noncompliance with the provisions of laws, regulations, contracts, and grant agreements that are attributable to the entity or to acts by management or employees acting on behalf of the entity that may have a direct financial statement impact. Pursuant to *Government Auditing Standards*, we will not provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements and noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards*. An audit is not designed to detect immaterial misstatements or noncompliance with the provisions of laws, regulations, contracts, and grant agreements that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors, fraudulent financial reporting, misappropriation of assets, and noncompliance with the provisions of laws, regulations, contracts and grant agreements that come to our attention, unless clearly inconsequential. We will also inform you of any other conditions or other matters involving internal control, if any, as required by *Government Auditing Standards*. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any time period for which we are not engaged as auditors.

We may assist management in the preparation of the District's financial statements and supplementary information. Regardless of any assistance we may render, all information included in the financial statements and supplementary information remains the representation of management. We may issue a preliminary draft of the financial statements and supplementary information to you for your review. Any preliminary draft financial statements and supplementary information should not be relied upon, reproduced or otherwise distributed without the written permission of the Firm.

Management's Responsibility

As a condition of our engagement, management acknowledges and understands that management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. We may advise management about appropriate accounting principles and their application and may assist in the preparation of your financial statements, but management remains responsible for the financial statements. Management also acknowledges and understands that management is responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud. This responsibility includes the maintenance of adequate records, the selection and application of accounting principles, and the safeguarding of assets. You are responsible for informing us about all known or suspected fraud affecting the District involving: (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. You are responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, regulators or others.

Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

Management is responsible for establishing and maintaining internal control over compliance with the provisions of laws, regulations, contracts, and grant agreements, and for identifying and ensuring that you comply with such provisions. Management is also responsible for addressing the audit findings and recommendations, establishing and maintaining a process to track the status of such findings and recommendations, and taking timely and appropriate steps to remedy any fraud and noncompliance with the provisions of laws, regulations, contracts, and grant agreements or abuse that we may report.

Management is responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Management agrees that as a condition of our engagement, management will provide us with:

- access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, whether obtained from within or outside of the general and subsidiary ledgers (including all

information relevant to the preparation and fair presentation of disclosures), such as records, documentation, and other matters;

- additional information that we may request from management for the purpose of the audit; and
- unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

Management's Responsibility to Notify Us of Affiliates

Our professional standards require that we remain independent of the District as well as any "affiliate" of the District. Professional standards define an affiliate as follows:

- an entity that the District can control (for example, a subsidiary);
- an entity in which the District or an entity controlled by the District has a direct financial interest that gives the District significant influence over such entity and is material to the District;
- an entity that controls the District (for example, a parent) when the District is material to such entity;
- an entity with a direct financial interest in the District when that entity has significant influence over the District, and the interest in the District is material to such entity;
- a sister entity of the District if the District and sister entity are each material to the entity that controls both;
- a trustee that is deemed to control a trust financial statement client that is not an investment District;
- an investment adviser, a general partner, or a trustee of an investment District financial statement attest client (fund) if the fund is material to the investment adviser, general partner, or trustee that is deemed to have either control or significant influence over the fund.

In order to fulfill our mutual responsibility to maintain auditor independence, you agree to notify the Firm of any known affiliate relationships, to the best of your knowledge and belief. Additionally, you agree to inform the Firm of any known services provided or relationships between affiliates of the District and the Firm or any of its employees or personnel.

Management's Responsibility for Supplementary Information

Management is responsible for the preparation of the supplementary information in accordance with the applicable criteria. Management agrees to include the auditor's report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information. Management is responsible to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by the entity of the supplementary information and the auditor's report thereon. For purposes of this Agreement, audited financial statements are deemed to be readily available if a third party user can obtain the audited financial statements without any further action by management. For example, financial statements on your Web site may be considered readily available, but being available upon request is not considered readily available.

Other Information Included in an Annual Report

When financial or nonfinancial information, other than financial statements and the auditor's report thereon, is included in an entity's annual report, management is responsible for that other information. Management is also responsible for providing the document(s) that comprise the annual report to us as soon as it is available.

Our opinion on the financial statements does not cover the other information, and we do not express an opinion or any form of assurance thereon. Our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the audited financial statements. If we identify that a material inconsistency or misstatement of the other information exists, we will discuss it with you; if it is not resolved U.S. GAAS requires us to take appropriate action.

Key Audit Matters

U.S. GAAS does not require the communication of key audit matters in the audit report unless engaged to do so. You have not engaged us to report on key audit matters, and the Agreement does not contemplate the Firm providing any such services. You agree we are under no obligation to communicate key audit matters in the auditor's report.

If you request to engage the Firm to communicate key audit matters in the auditor's report, before accepting the engagement we would discuss with you the additional fees to provide any such services, and the impact to the timeline for completing the audit.

Dissemination of Financial Statements

Our report on the financial statements must be associated only with the financial statements that were the subject of our engagement. You may make copies of our report, but only if the entire financial statements (including related footnotes and supplementary information, as appropriate) are reproduced and distributed with our report. You agree not to reproduce or associate our report with any other financial statements, or portions thereof, that are not the subject of this engagement.

Offering of Securities

This Agreement does not contemplate the Firm providing any services in connection with the offering of securities, whether registered or exempt from registration, and the Firm will charge additional fees to provide any such services. You agree not to incorporate or reference our report in a private placement or other offering of your equity or debt securities without our express written permission. You further agree we are under no obligation to reissue our report or provide written permission for the use of our report at a later date in connection with an offering of securities, the issuance of debt instruments, or for any other circumstance. We will determine, at our sole discretion, whether we will reissue our report or provide written permission for the use of our report only after we have conducted any procedures we deem necessary in the circumstances. You agree to provide us with adequate time to review documents where (a) our report is requested to be reissued, (b) our report is included in the offering document or referred to therein, or (c) reference to our firm is expected to be made. If we decide to reissue our report or provide written permission to the use of our report, you agree that the Firm will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to reissue our report or withhold our written permission to use our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our engagement documentation for those periods, we are under no obligation to permit such access.

Changes in Professional or Accounting Standards

To the extent that future federal, state, or professional rule-making activities require modification of our audit approach, procedures, scope of work, etc., we will advise you of such changes and the impact on our fee estimate. If we are unable to agree on the additional fees, if any, that may be required to implement any new accounting and auditing standards that are required to be adopted and applied as part of our engagement, we may terminate this Agreement as provided herein, regardless of the stage of completion.

Representations of Management

During the course of our engagement, we may request information and explanations from management regarding, among other matters, the District's operations, internal control, future plans, specific transactions, and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide us with a written representation letter confirming some or all of the representations made during the engagement. The procedures that we will perform in our engagement will be heavily influenced by the representations that we receive from management. Accordingly, false representations could cause us to expend unnecessary efforts or could cause a material error or fraud to go undetected by our procedures. In view of the foregoing, you agree that we will not be responsible for any misstatements in the District's financial statements and supplementary information that we fail to detect as a result of false or misleading representations, whether oral or written, that are made to us by the District's management. While we may assist management in the preparation of the representation letter, it is management's responsibility to carefully review and understand the representations made therein.

In addition, because our failure to detect material misstatements could cause others relying upon our audit report to incur damages, the District further agrees to indemnify and hold us harmless from any liability and all costs (including legal fees) that we may incur in connection with claims based upon our failure to detect material misstatements in the District's financial statements and supplementary information resulting in whole or in part from knowingly false or misleading representations made to us by any member of the District's management.

Fees and Expenses

The District acknowledges that the following circumstances will result in an increase of our fees:

- Failure to prepare for the audit as evidenced by accounts and records that have not been subject to normal year-end closing and reconciliation procedures;
- Failure to complete the audit preparation work by the applicable due dates;
- Significant unanticipated transactions, audit issues, or other such circumstances;
- Delays causing scheduling changes or disruption of fieldwork;

- After audit or post fieldwork circumstances requiring revisions to work previously completed or delays in resolution of issues that extend the period of time necessary to complete the audit;
- Issues with the prior audit firm, prior year account balances or report disclosures that impact the current year engagement; and
- An excessive number of audit adjustments.

We will endeavor to advise you in the event these circumstances occur, however we may be unable to determine the impact on the estimated fee until the conclusion of the engagement. We will bill any additional amounts based on the experience of the individuals involved and the amount of work performed.

Billings are due upon presentation and become delinquent if not paid within 30 days of the invoice date. Any past due fee under this Agreement shall bear interest at the highest rate allowed by law on any unpaid balance. In addition to fees, you may be billed for expenses and any applicable sales and gross receipts tax. Direct expenses may be charged based on out-of-pocket expenditures, per diem allotments, and mileage reimbursements, depending on the nature of the expense. Indirect expenses, such as processing time and technology expenses, may be passed through at our estimated cost and may be billed as a flat charge or a percentage of fees. If we elect to suspend our engagement for nonpayment, we may not resume our work until the account is paid in full. If we elect to terminate our services for nonpayment, or as otherwise provided in this Agreement, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our work. You will be obligated to compensate us for fees earned for services rendered and to reimburse us for expenses. You acknowledge and agree that in the event we stop work or terminate this Agreement as a result of your failure to pay on a timely basis for services rendered by the Firm as provided in this Agreement, or if we terminate this Agreement for any other reason, we shall not be liable to you for any damages that occur as a result of our ceasing to render services.

District Information

All information provided by you or on your behalf ("District Information") will be accurate and complete. You represent the provision of District Information to us will not infringe any intellectual property, privacy, proprietary, or other third-party rights. You also represent that you have obtained all necessary consents and have provided all necessary notifications to the extent required by applicable law in connection with the provision of District Information to us. The Firm will use at least the same degree of care to protect the confidentiality of District Information as it employs in maintaining in confidence its own confidential information of a similar nature, but in no event less than a reasonable degree of care. The Firm will not disclose District Information to any third party without your consent, except we may disclose District Information: (1) as required by law or regulation, or to respond to governmental inquiries, or in accordance with applicable professional standards or rules, or in connection with litigation or arbitration pertaining hereto; (2) to the extent such information (i) is or becomes publicly available other than as the result of a disclosure in breach hereof, (ii) becomes available to the Firm on a nonconfidential basis from a source that the Firm believes is not prohibited from disclosing such information to the Firm, or (iii) is already known by the Firm without any obligation of confidentiality with respect thereto; (3) to contractors providing administrative, infrastructure, and other support services to the Firm and subcontractors providing services in connection with this engagement, in each case, whether located within or outside of the United States, provided that such contractors and subcontractors have agreed to be bound by confidentiality obligations related to District Information; or (4) as otherwise permitted under this Agreement. This paragraph replaces and supersedes any prior confidentiality or non-disclosure agreements entered into by the Firm or its affiliates with respect to District Information.

Data Privacy and Security

To the extent the Services require the Firm to receive personal data or personal information from District, the Firm may process, and engage subcontractors to assist with processing, any personal data or personal information, as those terms are defined in applicable privacy laws, and such processing shall be in accordance with the requirements of the applicable privacy laws relevant to the processing in providing Services hereunder, including Services performed to meet the business purposes of the District, such as the Firm's tax, advisory, and other consulting services. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which the Firm or its clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records, and other similar requirements applicable to the processing of personal data or personal information. The Firm is acting as a Service Provider/Data Processor, as those terms are defined respectively under the CCPA/GDPR, in relation to District personal data and personal information. As a Service Provider/Data Processor processing personal data or personal information on behalf of District, the Firm shall, unless otherwise permitted by applicable privacy law, (a) follow

District instructions; (b) not sell personal data or personal information collected from the District or share the personal data or personal information for purposes of targeted advertising; (c) process personal data or personal information solely for purposes related to the District's engagement and not for the Firm's own commercial purposes; and (d) cooperate with and provide reasonable assistance to District to ensure compliance with applicable privacy laws. District is responsible for notifying the Firm of any applicable privacy laws the personal data or personal information provided to the Firm is subject to, and District represents and warrants it has all necessary authority (including any legally required consent from individuals) to transfer such information and authorize the Firm to process such information in connection with the Services described herein. District further understands the Firm, Baker Tilly Advisory Group, LP and Moss Adams Advisory Group, LP and their affiliated entities (collectively, the "Firm Entities") may coprocess District data as necessary to perform the Services, pursuant to the alternative practice structure in place among the entities, and by executing this Agreement, you hereby consent to the sharing of District data, District files, workpapers and work product with such Firm Entities. Baker Tilly Advisory Group, LP maintains custody of client files for the Firm. The Firm Entities are bound by the same confidentiality obligations as the Firm. The Firm is responsible for notifying District if the Firm becomes aware that it can no longer comply with any applicable privacy law and, upon such notice, shall permit District to take reasonable and appropriate steps to remediate personal data or personal information processing. District agrees that the Firm Entities have the right to utilize District data to improve internal processes and procedures and to generate aggregated/deidentified data from the data provided by District to be used for the Firm Entities' business purposes and with the outputs owned by the Firm Entities. For clarity, the Firm Entities will only disclose aggregated/deidentified data in a form that does not identify District, District employees, or any other individual or business entity and that is stripped of all persistent identifiers. District is not responsible for the Firm Entities' use of aggregated/deidentified data.

The Firm has established information security related operational requirements that support the achievement of our information security commitments, relevant information security related laws and regulations and other information security related system requirements. Such requirements are documented in the Firm's policies and procedures. Information security policies have been implemented that define our approach to how systems and data are protected. District is responsible for providing timely written notification to the Firm of any additions, changes or removals of access for District personnel to the Firm provided systems or applications. If District becomes aware of any known or suspected information security or privacy related incidents or breaches related to this Agreement, District should timely notify the Firm via email at dataprotectionofficer@bakertilly.com.

Subpoena or Other Release of Documents

As a result of our services to you, we may be required or requested to provide information or documents to you or a third-party in connection with governmental regulations or activities, or a legal, arbitration or administrative proceeding (including a grand jury investigation), in which we are not a party. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate to protect information from discovery. If you take no action within the time permitted for us to respond or if your action does not result in a judicial order protecting us from supplying requested information, we will construe your inaction or failure as consent to comply with the request. Our efforts in complying with such requests or demands will be deemed a part of this engagement and we shall be entitled to additional compensation for our time and reimbursement for our out-of-pocket expenditures (including legal fees) in complying with such request or demand.

Pursuant to authority given by law or regulation, we may be requested to make certain engagement documentation available to an applicable entity with oversight responsibilities for the audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such engagement documentation will be provided under the supervision of the Firm personnel. Furthermore, upon request, we may provide photocopies of selected engagement documentation to the aforementioned parties. These parties may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies.

Document Retention Policy

At the conclusion of this engagement, we will return to you all original records you supplied to us. Your District records are the primary records for your operations and comprise the backup and support for the results of this engagement. Our records and files, including our engagement documentation whether kept on paper or electronic media, are our property and are not a substitute for your own records. Our firm policy calls for us to destroy our engagement files and all pertinent engagement documentation after a retention period of seven years (or longer, if required by law or regulation), after which time these items will no longer be available. We are under no obligation to notify you regarding the destruction of our records. We reserve the right to modify the retention period without notifying you. Catastrophic events or physical deterioration may result in our firm's records being unavailable before the expiration of the above retention period.

Except as set forth above, you agree that the Firm may destroy paper originals and copies of any documents, including, without limitation, correspondence, agreements, and representation letters, and retain only digital images thereof.

Use of Electronic Communication

In the interest of facilitating our services to you, we may communicate by facsimile transmission or send electronic mail over the Internet. Such communications may include information that is confidential. We employ measures in the use of electronic communications designed to provide reasonable assurance that data security is maintained. While we will use our best efforts to keep such communications secure in accordance with our obligations under applicable laws and professional standards, you recognize and accept we have no control over the unauthorized interception of these communications once they have been sent. Unless you issue specific instructions to do otherwise, we will assume you consent to our use of electronic communications to your representatives and other use of these electronic devices during the term of this Agreement as we deem appropriate.

Enforceability

In the event that any portion of this Agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of this Agreement.

Entire Agreement

This Professional Services Agreement and Engagement Letter constitute the entire agreement and understanding between the Firm and the District. The District agrees that in entering into this Agreement it is not relying and has not relied upon any oral or other representations, promise or statement made by anyone which is not set forth herein.

In the event the parties fail to enter into a new Agreement for each subsequent calendar year in which the Firm provides services to the District, the terms and conditions of this PSA shall continue in force until such time as the parties execute a new written agreement or terminate their relationship, whichever occurs first.

Use of the Firm's Name

The District may not use any of the Firm's or its affiliates' names, trademarks, service marks or logos in connection with the services contemplated by this Agreement or otherwise without the prior written permission of the Firm, which permission may be withheld for any or no reason and may be subject to certain conditions.

Use of Nonlicensed Personnel

Certain engagement personnel who are not licensed as certified public accountants may provide services during this engagement.

Resolution of Disagreements

In the unlikely event that differences concerning services, fees, this Agreement or any services subsequently provided to District by the Firm should arise ("Dispute(s)") that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the Dispute by mediation administered by the American Arbitration Association (AAA) under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation, and the parties shall share equally in the mediator's fees and expenses.

If mediation does not settle the Dispute, then the parties agree that the Dispute shall be settled by binding arbitration to be initiated by the party seeking damages or other permitted relief in any form (the "Claimant"). The arbitration proceeding shall take place in the city in which the Firm office providing the services in Dispute is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act (FAA) and will proceed in accordance with the Arbitration Rules for Professional Accounting and Related Disputes of the AAA (the "Rules") as amended and effective February 1, 2015, except that no prehearing discovery shall be permitted unless specifically authorized by the arbitrator. Any issue concerning the extent to which the Dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the FAA and resolved by the arbitrators. The arbitration will be conducted before a panel of three (3) arbitrators, with experience in accounting and auditing matters or resolving accounting and auditing matters. In the thirty (30) days after the arbitration is initiated, the parties shall attempt to mutually agree on the three (3) arbitrators, including one arbitrator who will serve as chair of the panel, and all of whom may be selected from AAA, JAMS, the Center for Public Resources, or any other internationally or nationally-recognized organization mutually agreed upon by the parties. If the parties cannot agree on a panel of three (3) arbitrators within the thirty (30) day period, the three (3) arbitrators shall be selected according to Rules A-16(a) and (b) of the Rules except that the AAA shall send an identical list of fifteen (15) names to the parties to the arbitration. The arbitrator shall have no authority to award nonmonetary or equitable relief and will not have the right to award punitive damages or statutory awards. Furthermore, in no event shall the arbitrator have power to make an award that would be inconsistent with this Agreement or any amount that could not be made or imposed by a court deciding the matter in the same jurisdiction. The award of the arbitration shall be in writing and shall be accompanied by a

wellreasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Discovery shall be permitted in arbitration only to the extent, if any, expressly authorized by the arbitrators upon a showing of substantial need. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrators shall be equally divided by the parties. Both parties agree and acknowledge that they are each giving up the right to have any Dispute heard in a court of law before a judge and a jury, as well as any appeal. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. The arbitrators shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, including the contractual limitations set forth in this Agreement, and shall have no power to decide the Dispute in any manner not consistent with such limitations period. The arbitrators shall be empowered to interpret the applicable statutes of limitations subject to the choice of law provision set forth herein.

However, in the event of a receivership or delinquency proceeding commenced against the District, the mediation or arbitration agreement may operate at the option of the Department of Justice or may be disavowed by the statutory receiver.

Limitations

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR OTHERWISE ARISING OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

THE LIABILITY (INCLUDING ATTORNEY'S FEES AND ALL OTHER COSTS) OF THE FIRM AND ITS PRESENT OR FORMER PARTNERS, PRINCIPALS, AGENTS OR EMPLOYEES RELATED TO ANY CLAIM FOR DAMAGES RELATING TO THE SERVICES PERFORMED UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID TO THE FIRM FOR THE PORTION OF THE WORK TO WHICH THE CLAIM RELATES, EXCEPT TO THE EXTENT FINALLY DETERMINED TO HAVE RESULTED FROM THE WILLFUL MISCONDUCT OR FRAUDULENT BEHAVIOR OF THE FIRM RELATING TO SUCH SERVICES. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY TO THE FULL EXTENT ALLOWED BY LAW, REGARDLESS OF THE GROUNDS OR NATURE OF ANY CLAIM ASSERTED, INCLUDING THE NEGLIGENCE OF EITHER PARTY.

EACH PARTY FURTHER AGREES THAT ANY LEGAL PROCEEDINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ARISES.

Termination

This Agreement may be terminated by either party, with or without cause, upon ten (10) days' written notice. In such event, we will stop providing services hereunder except on work, mutually agreed upon in writing, necessary to carry out such termination. In the event of termination: (a) you shall pay us for services provided and expenses incurred through the effective date of termination, (b) we will provide you with all finished reports that we have prepared pursuant to this Agreement, (c) neither party shall be liable to the other for any damages that occur as a result of our ceasing to render services, and (d) we will require any new accounting firm that you may retain to execute access letters satisfactory to the Firm prior to reviewing our files.

Hiring of Employees

Any offer of employment to members of the audit team prior to issuance of our report may impair our independence, and as a result, may result in our inability to complete the engagement and issue a report.

No Legal Advice Provided

The services performed under this Agreement do not include the provision of legal advice and the Firm makes no representations regarding questions of legal interpretation. You should consult with your attorneys with respect to any legal matters or items that require legal interpretation under federal, state or other type of law or regulation.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois, without giving effect to the provisions relating to conflict of laws.

Alternative Practice Structure: Baker Tilly International

Baker Tilly US, LLP and Baker Tilly Advisory Group, LP and its subsidiary entities provide professional services through an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable laws, regulations and professional standards. Baker Tilly US, LLP is a licensed independent CPA firm that provides attest services to clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and business advisory services to their clients. Baker Tilly Advisory Group, LP and its subsidiary entities are not licensed CPA firms.

Baker Tilly Advisory Group, LP and its subsidiaries and Baker Tilly US, LLP, trading as Baker Tilly, are independent members of Baker Tilly International. Baker Tilly International Limited is an English District. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP are not Baker Tilly International's agents and do not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Advisory Group, LP, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Hospital District 1 of Mohave County
Balance Sheet Summary
For Period End 6/30/2025

	Prior Fiscal Year Begin Balance	5/31/2025 Balance to Date	6/30/2025 Balance to Date	Fiscal Year Net Change	Last Year Year to Date
CURRENT ASSETS					
CASH	2,857,602	2,275,818	2,475,819	(381,783)	1,602,853
SHORT TERM INVESTMENTS	0	0	0	0	0
ALLOWANCE ON TREAS INVESTMENTS	0	0	0	0	0
PREPAID EXPENSES	0	0	0	0	0
PREPAID IGA	0	1,815,400	907,700	907,700	0
OTHER CURRENT ASSETS	33,089	33,766	33,132	43	33,089
TOTAL CURRENT ASSETS	2,890,691	4,124,984	3,416,651	525,960	1,635,942
PROPERTY PLANT AND EQUIPMENT					
LAND	49,348	49,348	49,348	0	0
LAND IMPROVEMENTS	755,360	755,360	755,360	0	0
BUILDINGS	0	0	0	0	0
BUILDING IMPROVEMENTS	8,393,327	8,393,327	8,393,327	0	0
EQUIPMENT	8,456,239	8,456,239	8,456,239	0	0
CONSTRUCTION IN PROGRESS	0	0	0	0	0
LESS: ACCUM DEPRECIATION	(16,888,692)	(16,981,367)	(16,989,434)	(100,743)	(125,498)
PP&E NET	765,582	672,907	664,840	(100,743)	(125,498)
OTHER ASSETS					
RENT RECEIVABLE-KRMC	21,110	0	0	(21,110)	(179,330)
LEASE RECEIVABLES	10,836,635	9,044,517	9,758,994	(1,077,641)	(1,572,803)
TOTAL OTHER ASSETS	10,857,745	9,044,517	9,758,994	(1,098,751)	(1,752,133)
TOTAL ASSETS	14,514,018	13,842,408	13,840,485	(673,534)	(241,689)
LIABILITIES AND FUND BALANCE					
CURRENT LIABILITIES					
ACCOUNTS PAYABLE	1,350,649	0	0	(1,350,649)	374,087
ACCOUNTS PAYABLE IGA	0	907,700	907,700	907,700	0
CURR PORTION DEFERRED INCOME	0	0	0	0	0
DEFERRED INFLOW OF RESOURCES	13,851,424	12,581,710	13,350,641	(500,784)	(915,893)
TOTAL CURRENT LIABILITIES	15,202,073	13,489,410	14,258,341	(943,733)	(541,806)
OTHER LIABILITIES AND FUND BALANCE					
DEFERRED RENTAL INCOME	0	0	0	0	0
CONTRIBUTED CAPITAL	208,613	208,613	208,613	0	0
CHANGE IN NET ASSETS	0	(1,041,053)	(270,198)	(270,198)	(300,117)
RETAINED EARNINGS	(896,667)	(896,667)	(896,667)	0	0
TOTAL LIABILITIES AND FUND BALANCE	14,514,019	13,842,409	13,840,485	(673,535)	(241,689)

Hospital District 1 of Mohave County
Statement of Revenue and Expenses
AS OF PERIOD END 6/30/2025

	6/30/2025 CURR MONTH	5/31/2025 PRIOR MONTH	CHANGE	CURRENT YEAR YTD	PRIOR YEAR YTD	YEAR TO DATE CHANGE
INCOME						
LEASE INCOME	115,429	115,429	0	1,385,142	1,344,166	40,976
MISCELLANEOUS INCOME	0	0	0	0	0	0
TOTAL INCOME	115,429	115,429	0	1,385,142	1,344,166	40,976
EXPENSES						
FEES-SECRETARY	0	0	0	0	500	(500)
FEES-LEGAL	0	0	0	416	9,347	(8,931)
FEES-AUDIT	0	0	0	0	12,400	(12,400)
ELECTIONS	0	0	0	0	0	0
OTHER PROFESSIONAL SERVICES	0	0	0	0	21,110	(21,110)
DEPRECIATION	8,067	8,067	0	100,743	125,498	(24,755)
COMMUNITY DONATIONS	907,700	0	907,700	1,452,310	1,350,649	101,661
OFFICE SUPPLIES	0	0	0	0	364	(364)
WEBSITE EXPENSES	0	0	0	0	0	0
TOTAL EXPENSES	915,767	8,067	907,700	1,553,469	1,519,868	33,601
OTHER INCOME						
LEASE INTEREST INCOME	29,484	33,753	(4,269)	438,043	432,013	6,031
INTEREST INCOME-INVESTMENT	0	0	0	0	0	0
EXPENSE REIMBURSEMENT-KRMC	0	0	0	416	43,721	(43,305)
GAIN/LOSS ON SALE OF ASSET	0	0	0	0	0	0
TOTAL OTHER INCOME	29,484	33,753	(4,269)	438,459	475,734	(37,274)
REALIZED GAIN/LOSS ON INVESTMENT	2	49	(47)	66	85	(19)
UNREALIZED GN/Ls ON INVESTMENT	0	0	0	0	0	0
NET INCOME	(770,852)	141,164	(912,016)	270,198	300,117	(29,918)

Trial Balance
June 30, 2025

<u>All</u>	<u>This Year</u>	<u>Last Year</u>	<u>Change</u>
1011 Cash	2,475,819.44	2,857,602.40	381,782.96
1089 Allowance On Lehman Brothers	0.00	0.00	0.00
1095 Cash Clearing System	0.00	0.00	0.00
1099 EFT Clearing	0.00	0.00	0.00
1200 Accounts Receivable	0.00	0.00	0.00
1222 Lease Receivable Current Portion	0.00	0.00	0.00
1225 Lease Receivable	9,758,993.97	10,836,634.92	1,077,640.95
1230 Rent Receivable-KRMC	0.00	21,110.00	21,110.00
1231 Receivable Other	33,131.97	33,088.82	(43.15)
1235 Prepaid Expenses	0.00	0.00	0.00
1240 Prepaid IGA	907,700.00	0.00	(907,700.00)
1705 Land	49,347.61	49,347.61	0.00
1711 Land Improvements	755,360.34	755,360.34	0.00
1712 Buildings	0.00	0.00	0.00
1713 Building Improvements	8,393,326.66	8,393,326.66	0.00
1715 Fixed Equipment	8,456,239.29	8,456,239.29	0.00
1718 Major Moveable Equipment	0.00	0.00	0.00
1751 Accum Depr - Land Improv	(755,328.44)	(754,720.22)	608.22
1752 Accum Depr - Buildings	(6,960,047.64)	(6,885,583.98)	74,463.66
1753 Accum Depr - Building Improv	(8,367,202.39)	(8,341,531.72)	25,670.67
1755 Accum Depr - Fixed Equipment	(906,855.69)	(906,855.69)	0.00
1758 Accum Depr - Major Moveable Equip	0.00	0.00	0.00
2101 Accounts Payable Other	(0.02)	(1,350,648.67)	(1,350,648.65)
2102 Accounts Payable IGA	(907,700.00)	0.00	907,700.00
2310 Deferred Inflow of Resource	(13,350,640.50)	(13,851,424.03)	(500,783.53)
2393 Deferred Rental Income	0.00	0.00	0.00
2900 Donated Property	(208,613.01)	(208,613.01)	0.00
2950 Retained Earnings (inactive account)	0.00	0.00	0.00
3000 Net Assets	896,667.28	1,196,785.28	300,118.00
4000 Lease Income	(1,385,142.36)	(1,344,166.03)	40,976.33
4030 Expense Reimbursement	(416.00)	(43,720.66)	(43,304.66)
5110 Lease Interest Income	(438,043.37)	(432,012.68)	6,030.69
5200 Realized Gain/Loss on Investment	(65.69)	(85.10)	(19.41)
5300 Unrealized Gain/Loss on Investment	0.00	0.00	0.00
5400 Gain/Loss on Sale of Assets	0.00	0.00	0.00
7401 Office Supplies	0.00	364.16	364.16
7403 Website Expenses	0.00	0.00	0.00
7680 Community Donations	1,452,310.00	1,350,648.65	(101,661.35)
8001 Fees - Secretary	0.00	500.00	500.00
8003 Fees - Legal	416.00	9,346.50	8,930.50
8005 Fees - Audit	0.00	12,400.00	12,400.00
8010 Fees - Other Professional Services	0.00	21,110.00	21,110.00
8040 Fees - Election	0.00	0.00	0.00
8071 Depreciation Exp Land Improvemnt	608.22	1,459.74	851.52
8072 Depreciation Exp Buildings	74,463.66	81,714.50	7,250.84
8073 Depreciation Exp Build Improvmnt	25,670.67	42,322.92	16,652.25
8075 Depreciation Exp Fixed Equipment	0.00	0.00	0.00
8078 Depreciation Exp Major Moveable	0.00	0.00	0.00
Total	0.00	0.00	0.00

Fund Balance Report

Starting 6/1/25 Ending 6/30/25
Funds 6357667

Account	Description	Debits	Credits	Balance
Date	Reference			
Fund 6357667 Hospital District #1				
6357667-11001	Cash w/Treas			
	Beginning Balance			\$2,275,817.85
6/19/25	HOSPITAL DISTRICT NUMBER ONE OF MOHAVE COUNTY	\$200,000.00		\$2,475,817.85
6/24/25	JE 13675 / Lehman LGIP Recovery JUN 2025 / witrj	\$1.59		\$2,475,819.44
	Ending Balance	\$200,001.59	\$0.00	\$2,475,819.44
6357667-21001	Fund Balance			
	Balance Forward			(\$2,857,602.40)
6357667-33001	Interest on Treasurer's Invest			
	Beginning Balance			(\$64.10)
6/24/25	JE 13675 / Lehman LGIP Recovery JUN 2025 / witrj		(\$1.59)	(\$65.69)
	Ending Balance	\$0.00	(\$1.59)	(\$65.69)
6357667-36050	Misc County Rects & Reimb			
	Balance Forward			\$0.00
6357667-36085	"Rent ,sales & Misc. Receipts"			
	Beginning Balance			(\$2,221,526.00)
6/19/25	HOSPITAL DISTRICT NUMBER ONE OF MOHAVE COUNTY		(\$200,000.00)	(\$2,421,526.00)
	Ending Balance	\$0.00	(\$200,000.00)	(\$2,421,526.00)
6357667-41002	Warrant Redeemed			
	Balance Forward			\$416.00
6357667-42002	Misc Disbursements			
	Balance Forward			\$2,802,958.65
6357667-51001	Rev Trans			
	Balance Forward			\$0.00
6357667-52001	Exp Trans			
	Balance Forward			\$0.00
	Hospital District #1			
	Starting Balance			\$0.00
	Ending Balance			\$0.00

h Projection
06/30/2025

	7/1/2024	7/31/2024	8/31/2024	9/30/2024	10/31/2024	11/30/2024	12/31/2024	1/31/2025	2/28/2025	3/31/2025	4/30/2025	5/31/2025	6/30/2025	Change in Cash
Beginning Balance	\$ 2,857,602.40	\$ 2,857,602.40	\$ 3,083,367.41	\$ 3,278,776.50	\$ 3,478,776.50	\$ 3,628,776.50	\$ 3,334,166.50	\$ 2,183,517.85	\$ 2,383,517.85	\$ 2,129,667.85	\$ 2,329,667.85	\$ 2,229,667.85	\$ 2,275,817.85	
Lease Income		\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 2,400,000.00
Expense Reimbursement		\$ 25,765.01	\$ -	\$ 4,590.91	\$ 4,590.91	\$ 54,590.91	\$ 4,590.91	\$ 4,590.91	\$ 4,590.91	\$ 4,590.91	\$ 4,590.91	\$ 4,590.91	\$ 4,590.91	\$ 121,674.10
Lease														\$ -
GME Non-Federal Share							\$ (1,350,648.65)							\$ (1,350,648.65)
ASPI Non-Federal Share														\$ (1,452,310.00)
Elections if Held														\$ (50,000.00)
Other Administrative Exp														\$ (50,000.00)
Ending Balance	\$ 2,857,602.40	\$ 3,083,367.41	\$ 3,278,776.50	\$ 3,478,776.50	\$ 3,628,776.50	\$ 3,334,166.50	\$ 2,183,517.85	\$ 2,383,517.85	\$ 2,129,667.85	\$ 2,329,667.85	\$ 2,229,667.85	\$ 2,275,817.85	\$ 2,275,817.85	\$ (381,784.55)
Beginning Balance	\$ 2,475,817.85	\$ 2,475,817.85	\$ 2,579,984.52	\$ 2,230,301.18	\$ 2,334,467.85	\$ 2,388,634.52	\$ 1,948,191.18	\$ 652,357.85	\$ 756,524.52	\$ 406,841.18	\$ 511,007.85	\$ 615,174.52	\$ 265,491.18	
Lease Income		\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 1,200,000.00
Expense Reimbursement		\$ 7,800.83	\$ 7,800.83	\$ 7,800.83	\$ 7,800.83	\$ 7,800.83	\$ 7,800.83	\$ 7,800.83	\$ 7,800.83	\$ 7,800.83	\$ 7,800.83	\$ 7,800.83	\$ 7,800.83	\$ 93,610.00
Lease														\$ -
GME Non-Federal Share														\$ (1,400,000.00)
ASPI Non-Federal Share														\$ (1,906,160.00)
Non Election Year														\$ (50,000.00)
Other Administrative Exp														\$ (43,610.00)
Ending Balance	\$ 2,475,817.85	\$ 2,579,984.52	\$ 2,230,301.18	\$ 2,334,467.85	\$ 2,388,634.52	\$ 1,948,191.18	\$ 652,357.85	\$ 756,524.52	\$ 406,841.18	\$ 511,007.85	\$ 615,174.52	\$ 265,491.18	\$ 369,657.85	\$ (2,106,160.00)

Fiscal Year Ending June 30, 2026

Revenues:	Budget FY 2025	FY 2025 Actual 05/31/2025	Projected YE FY 2025	Final Budget FY 2026
Operating Revenue				
Lease income	2,066,656	1,269,714	1,385,143	922,065
Lease income amortization	-	-	-	-
Total Operating Revenue	\$ 2,066,656	1,269,714	1,385,143	922,065
Expenses:				
Operating Expenses				
Fees-Secretary	-	-	-	-
Fees-Legal	10,000	416	1,000	2,500
Fees-Audit	19,500	-	20,475	20,000
Elections	50,000	-	-	50,000
Other Professional Services (D&O Insurance)	21,000	-	21,110	21,110
Depreciation	118,212	92,675	101,100	100,000
Community Donations	1,350,000	544,610	1,452,310	3,306,160
Office Supplies	-	-	-	-
Total Expenses	\$ 1,568,712	637,701	1,595,995	3,499,770
Income from Operations	497,944	632,013	(210,852)	(2,577,705)
Other Income				
Lease Interest Income	-			-
Other (reimburse admin costs from KRMC)	327,158	408,560	445,702	275,192
	100,500	416	42,585	93,610
Change in unrealized (losses) gains on investments				
Other non-operating	20	64	128	-
Excess Revenues Over Expenses	\$ 925,622	1,041,053	277,562	(2,208,903)
			GASB 87 change	2,743
			depreciation	100,000
			Cash flow change	(2,106,160)

Hospital District Number One of Mohave County

Notes to Financial Statements

June 30, 2023 and 2022

Note 4: Lease Agreement

On July 1, 1990, the District entered into a lease with the Medical Center for a period of 10 years with renewal options for two additional 10-year periods. The Medical Center exercised the first 10-year renewal option on July 1, 2000 and restated the terms and provisions of the lease. The lease was again amended through a supplemental agreement on June 1, 2002. The amended lease called for rental payments equal to the principal and interest payments on the Series 2002 Bonds, which were paid in full during the prior fiscal year. The Medical Center exercised the second 10-year renewal option beginning July 1, 2010. Upon termination or expiration of the lease, all capital leased by the Medical Center, in connection with the operation of the hospital facilities, shall be the property of the District.

Effective July 1, 2012, this lease was amended, which increased the annual payment for additional rent to \$1,200,000 through 2023. Unless cancelled by either the Medical Center or the District, the lease shall automatically renew for an additional one month on the 1st day of each month, so the full 10-year lease term is created monthly. Effective July 1, 2020, the lease with the Medical Center was amended, which increased the annual costs to \$3,600,000 for fiscal year 2021, \$2,400,000 for fiscal years 2022 through 2025, and \$1,200,000 thereafter.

With the adoption of Statement 87 (see Note 1), the monthly renewal results in the remaining lease asset and deferred inflow being remeasured on a monthly basis as each extension is considered a lease modification. Statement 87 requires that the revenue from a lease agreement be recorded on a straight-line basis, with the difference between the cash flow and the straight line being recorded as a deferred inflow or outflow. At each lease modification, the deferred inflow or outflow would adjust proportionally to match the change in the revalued lease receivable.

Future minimum rental income payments at June 30, 2023:

INTERGOVERNMENTAL AGREEMENT

BETWEEN

ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM ADMINISTRATION
("AHCCCS")

And

Kingman Regional Medical Center on behalf of
Hospital District One of Mohave County
("Public Entity")

For the Support of the

Access to Professional Services Initiative

WHEREAS, AHCCCS is authorized through contract to direct Medicaid managed care contractors' payments to providers in a manner consistent with 42 C.F.R. § 438.6 when those directed payments are expected to advance the goals and objectives of the quality strategies adopted by AHCCCS which include improving access to high-quality health care; and

WHEREAS, AHCCCS is authorized under A.R.S. § 36-2913(C)(5) to accept donations from any source, and is permitted to use funds transferred from other public entities in support of the AHCCCS program; and

WHEREAS, the Public Entity, is authorized to enter into this Agreement pursuant to A.R.S. § 15-1625 and 15-1626; and

WHEREAS, 42 C.F.R. Part 433, Subpart B restricts States' use of Federal funds, health care-related taxes, and provider-related donations as sources for the Non-Federal Share of Medicaid expenditures; and

WHEREAS, AHCCCS and the Public Entity are authorized by A.R.S. § 11-952 to enter into Intergovernmental Agreements to jointly exercise powers common to the parties or for cooperative action; and

WHEREAS, the Public Entity and AHCCCS wish to enter into this Agreement in order to permit the Public Entity to provide the Non-Federal Share of a portion of the payments made by AHCCCS to Medicaid managed care contractors in support of the Access to Professional Services Initiative;

NOW, THEREFORE, the Public Entity and AHCCCS (collectively, the "Parties"), pursuant to the above and in consideration of the matters hereinafter set forth, do mutually agree as follows:

1. **DEFINITIONS:** Unless otherwise defined in this Agreement, all terms have the same meaning as set forth in Chapters 29 and 34 of Title 36 of the Arizona Revised Statutes, 42 C.F.R. Parts 433 and 438, or Chapter 22 of Title 9 of the Arizona Administrative Code (A.A.C.) as appropriate.
 - 1.1. *ACGME* means the Accreditation Council for Graduate Medical Education, an independent, not-for-profit, physician-led organization that sets and monitors the professional educational standards for graduate medical education programs.

1.2. *Affiliated with a Designated Hospital* means the Qualified Practitioner is:

- 1.2.1. Employed by an organization owned by a Designated Hospital,
- 1.2.2. Employed by an organization that is owned by an organization that also owns the Designated Hospital so long as the Qualifying Practitioner is practicing at the Designated Hospital,
- 1.2.3. Performing services under a contract between the Qualified Practitioner (or the Qualified Practitioner's employer) and
 - 1.2.3.1. A Designated Hospital,
 - 1.2.3.2. An organization owned by the Designated Hospital, or
 - 1.2.3.3. An organization that is owned by an organization that also owns the Designated Hospital,

So long as the contract requires that the Qualified Practitioner provide services exclusively to an entity listed in this section or

- 1.2.4. Performing services under a contract between the Qualified Practitioner (or the Qualified Practitioner's employer) and a Designated Hospital so long as less than 25% of the Designated Hospital's credentialed physicians are employed by the Designated Hospital or contracted to provide services exclusively at the Designated Hospital.
- 1.3. *AHCCCS Contract* means a contract between AHCCCS and a managed care entity for the services described in AHCCCS Contract Nos. YH19-0001 (AHCCCS Complete Care), YH19-0001 and YH22-0061R (ACC with Regional Behavioral Health Agreements), YH18-0001 (Arizona Long Term Care E/PD), YH6-0014 (Arizona Long Term Care DD), and YH15-0001 (DCS/CHP) including amendments to and extensions of those contracts.
- 1.4. *Agreement* means this document, together with any and all attachments, appendices, exhibits, schedules and future amendments as agreed to by the Parties. The term "Agreement" is synonymous with "Intergovernmental Agreement."
- 1.5. *AHCCCS* means Arizona Health Care Cost Containment System Administration, an agency of the State that administers the Medicaid program under Title XIX of the Social Security Act in Arizona.
- 1.6. *APSI or Access to Professional Services Initiative* means the terms in the AHCCCS Contracts, or in policies incorporated by reference into those contracts, that require the MCO to increase payments to Qualifying Practitioners by a uniform percentage of the rates otherwise negotiated for Qualified Professionals under a written contract with the MCO to provide service to persons enrolled with the MCO.
- 1.7. *CFR* means Code of Federal Regulations – the official compilation of Federal rules and requirements.
- 1.8. *Contract Year* means the period October 1, 2025, through September 30, 2026.
- 1.9. *Public Entity* means Kingman Regional Medical Center on behalf of Hospital District One of Mohave County

- 1.10. *CMS* means The Centers for Medicare and Medicaid Services, a Federal agency within the U.S. Department of Health and Human Services.
- 1.11. *Day* means a calendar day, unless specified otherwise.
- 1.12. *Designated Hospital* means a hospital that has completed and submitted to AHCCCS a fully executed attestation as set forth in Attachment B and that meets one or more of the following criteria:
 - 1.12.1. Is a hospital facility with an ACGME-accredited teaching program and which is operated pursuant to the authority in Arizona Statutes Title 48, Chapter 31; or,
 - 1.12.2. Is a hospital facility with:
 - 1.12.2.1. An ACGME-accredited teaching program with a state university, and
 - 1.12.2.2. AHCCCS Medicaid inpatient discharge utilization volume greater than or equal to 20 percent as calculated by the Arizona Department of Health Services for calendar year 2022; or,
 - 1.12.3. A freestanding children's hospital or a pediatric unit of a general acute care hospital with greater than one hundred (100) licensed pediatric beds, excluding nursery beds.
- 1.13. *FFP or Federal Financial Participation* means the Federal monies that AHCCCS claims from CMS for the Federal share of AHCCCS expenditures for the administration of and services paid for through the Medicaid Program, Title XIX of the Social Security Act.
- 1.14. *Hospital* means a health care facility licensed in Arizona as a hospital that is registered with AHCCCS as a participating provider that employs or has a contractual agreement with Qualifying Practitioners to receive payments from AHCCCS for the professional services of the Qualifying Practitioners.
- 1.15. *MCO or Medicaid Managed Care Contractor* means an entity that has an AHCCCS Contract and meets the definition in 42 C.F.R. § 438.2.
- 1.16. *State* means the State of Arizona.
- 1.17. *State Plan* means the agreement between the State and CMS for the administration of the Medicaid program in Arizona as described in 42 C.F.R. 430.10.
- 1.18. *Non-Federal Share* means the portion of AHCCCS expenditures for the administration of and services paid for through the Medicaid Program, Title XIX of the Social Security Act, that are not FFP, and which meet the requirements of 42 C.F.R. Part 433, Subpart B.
- 1.19. *Prior Period Adjustment* means an adjustment to the amount that would be transferred by the Public Entity for the Contract Year under Section 4.2 of this Agreement, but for Section 4.2.1, to reconcile amounts transferred for previous Contract Years with the Non-Federal Share of actual MCO payments to the Qualifying Practitioners in that previous Contract Year.

- 1.20. *Qualifying Practitioner* means the following health care providers to the extent that they are registered with AHCCCS, have a written provider contract with the MCO, render professional services covered by AHCCCS and bill for those services under a Tax Identification Number that is affiliated with a Designated Hospital:
 - 1.20.1. Physicians, including Doctor of Medicine and Doctor of Osteopathic Medicine;
 - 1.20.2. Certified Registered Nurse Anesthetists;
 - 1.20.3. Certified Registered Nurse Practitioners;
 - 1.20.4. Physician Assistants;
 - 1.20.5. Certified Nurse Midwives;
 - 1.20.6. Clinical Social Workers;
 - 1.20.7. Clinical Psychologists;
 - 1.20.8. Dentists; and,
 - 1.20.9. Optometrists
 - 1.20.10. Other Providers that bill under Form Type A (Form 1500) and D (Dental)
2. The purpose of this Agreement is to set forth the procedures under which the Public Entity will, at its discretion, transfer public funds to AHCCCS for use as the Non-Federal Share of expenditures made by AHCCCS to MCOs for the Contract Year, as modified to account for Prior Period Adjustments, in support of the APSI described in this Agreement. It is the intent of the parties that the procedures herein fully comply with Federal and State laws, rules and regulations.
3. Monies transferred by the Public Entity under this Agreement may only be used by AHCCCS for the Non-Federal Share of payment made by AHCCCS to MCOs as part of the APSI. Such payments will be made consistent with applicable Federal and State statutes, regulations, rules, and the terms of the State Plan.
4. RIGHTS AND OBLIGATIONS OF THE PARTIES.
 - 4.1. In advance of each Contract Year:
 - 4.1.1. Using adjudicated valid encounters from a prior period, AHCCCS will estimate the cost for the Contract Year of the incremental payments that MCOs will make as the result of the APSI to the Qualified Practitioners associated with the Designated Hospitals that execute Attachment B.
 - 4.1.2. AHCCCS will then calculate the Non-Federal Share of the costs identified in section 4.1.1 and will notify the Public Entity of the Non-Federal Share.
 - 4.1.3. The Public Entity shall provide AHCCCS with an attestation from each Designated Hospital in the form set forth in Attachment B of this Agreement.
 - 4.2. Subject to Section 4.2.1, the Public Entity shall transfer to AHCCCS four payments each equal to twenty percent (20%) of the Non-Federal Share calculated in Section 4.1.2 on or before November 1, February 1, May 1, and August 1 of the Contract Year.

- 4.2.1. The amount of the first payment made by the Public Entity under Section 4.2 shall be modified to reflect any Prior Period Adjustments owed by or to the Public Entity, as specified in Attachment A.
- 4.3. Using adjudicated and valid encounter data for the Contract Year that AHCCCS has received from the MCOs as of June of the following Contract Year:
 - 4.3.1. AHCCCS will calculate a uniform percentage of the total APSI eligible encounters for the Contract Year;
 - 4.3.2. AHCCCS will then calculate the Non-Federal Share of the costs identified in section 4.3.1 and will notify the Public Entity of the Non-Federal Share.
- 4.4. By August 1 after the Contract Year, Public Entity will transfer to AHCCCS an amount equal to the amount determined in section 4.3.2. less payments received under section 4.2, disregarding any prior period adjustments.
- 4.5. Subject to approval by CMS, upon receipt of funds from the Public Entity that are equal to or greater than the Non-Federal Share of the amount determined under Section 4.2 and 4.3, AHCCCS shall require the MCOs make APSI payments for service provided during the Contract Year to Qualifying Practitioners.
- 4.6. If the Public Entity payments required by Section 4.2 and 4.3 of this Agreement exceed the amount required by section 4.3.2, AHCCCS shall return the excess to the Public Entity.
- 4.7. Qualifying Practitioners will receive and retain one hundred percent (100%) of all APSI payments received, and neither the State, AHCCCS nor the Public Entity shall require, by contract or otherwise, a Designated Hospital or a Qualifying Practitioner to return any portion of the APSI payment to the State, AHCCCS, or a Public Entity; provided, however, that this provision does not prohibit Designated Hospitals from compensating Qualifying Practitioners or from accepting a reassignment of payment permitted by 42 C.F.R. 447.10.
- 4.8. On or before November 1 of the Contract Year, the Public Entity will submit to AHCCCS Attachment A to this Agreement listing the amounts and public source of the four payments made under section 4.2 (as modified for Prior Period Adjustments).
- 4.9. On or before August 1 after the Contract Year, the Public Entity will submit to AHCCCS Attachment A to this Agreement listing the amounts and public source of the payment made under section 4.4.
- 4.10. In the event of a disallowance based on the impermissibility of the transferred funds, AHCCCS shall make diligent efforts to recover the amounts due under Attachment B from the Designated Hospital. If AHCCCS is unable to recover the total computable amount associated with such disallowance from the Designated Hospital, the Public Entity shall make a payment to AHCCCS within 30 days of written demand from AHCCCS. AHCCCS shall only make such written demand if AHCCCS has been unable to recover the total computable amount associated with such disallowance from the Designated Hospital within twelve months or after final exhaustion of any administrative appeal related to such disallowance, whichever is later. The payment due from the Public Entity shall be equal to the amount due to CMS as a result of the disallowance, less any amount recovered from the Designated Hospital associated with the disallowance, and including any interest incurred as a result of an appeal of the disallowance.

5. COMPLIANCE WITH ADMINISTRATIVE REQUIREMENTS FOR STATE FINANCIAL PARTICIPATION

- 5.1. Public Entity certifies that, consistent with 42 C.F.R. Part 433, Subpart B, no portion of the funds transferred to AHCCCS are derived from (1) direct or indirect provider-related donations (in cash or in kind), other than bona fide provider-related donations or (2) health care-related taxes, other than as permitted in Subpart B and any other federal law or regulation applicable to the permissibility of funding sources.
- 5.2. Public Entity certifies that, consistent with 42 C.F.R. § 433.51(c), the funds transferred to AHCCCS under this Agreement are not Federal funds or are Federal funds authorized by Federal law to be used to match Federal funds.
- 5.3. Public Entity agrees to provide AHCCCS with supporting documentation of the sources of the funds transferred pursuant to this agreement and of the bases for the Public Entity's assurance that the funds transferred comply with Sections 5.1 and 5.2.
- 5.4. If Public Entity fails to provide supporting documentation required in Section 5.3 of this Agreement such that CMS adjusts future grant awards to AHCCCS or defers or disallows any expenditures claimed by AHCCCS, then Public Entity agrees to reimburse AHCCCS immediately, upon demand by AHCCCS, in the amount of the adjustment or disallowance that is attributable to sources that do not comply with sections 5.1 or 5.2 of this Agreement.
- 5.5. Public Entity certifies that the funds transferred to AHCCCS as described in this Agreement are made voluntarily and that neither the State nor AHCCCS has through statute, rule, or otherwise required the Public Entity to provide the funding.

6. GENERAL PROVISIONS.

- 6.1. Entire Agreement. This document, its attachments, and appendices, including any approved subcontracts, amendments and modifications made thereto, shall constitute the entire Agreement between the Parties, and supersedes all other understandings, oral or written.
- 6.2. Exercise of Rights. Failure to exercise any right, power or privilege under this Agreement will not operate as a waiver thereof, nor will a single or partial exercise thereof preclude any other or further exercise of that or any other right, power, or privilege.
- 6.3. Contract Term. This Agreement commences when signed by both parties. Notwithstanding the facts that certain AHCCCS or Public Entity obligations under this Agreement occur after the Term hereof, the parties agree that the Term of this Agreement continues through the later of conclusion of: (1) any payment reconciliations required by Federal or State law for payments made under this Agreement or (2) audits of payments made under this Agreement as required by State or Federal law and any administrative appeal of such reconciliation or audit.
- 6.4. Compliance with Laws, Rules, and Regulations. The Public Entity and its subcontractors must comply with all applicable Federal and State laws, rules, regulations, standards, and Executive Orders, without limitation to those designated within this Agreement.
 - 6.4.1. Non-Discrimination. The parties 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 in the course of carrying out their duties pursuant to this Agreement. The Parties shall comply with the provisions of Arizona Executive Order 2009-09, incorporated into this Agreement by reference, as if set forth in full herein.

- 6.4.2. ADA. The parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101336, 42 U.S.C. 1210112213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36.
- 6.5. Choice of Law. The laws and regulations of the State of Arizona govern the rights of the Parties, the performance of this Agreement, and any disputes arising from the Agreement.
- 6.6. Compulsory Arbitration. Any action relating to this Agreement must be brought by arbitration to the extent required by A.R.S. § 12-1518 or in an appropriate court. Any arbitration award will be enforced in an appropriate court.
- 6.7. Amendments. This Agreement, including its term, may be modified only through a duly authorized written amendment, executed with the same formality as the Agreement.
- 6.8. Notice. Any notice required by the terms of the Agreement and any questions regarding the duties and obligations of this contract shall be directed to:
- 6.8.1. For AHCCCS:
- Meggan LaPorte, CPPO, MSW
Chief Procurement Officer
AHCCCS
Email: procurement@azahcccs.gov
- 6.8.2. For the Public Entity:
- David French, Chairman
Hospital District Number One of Mohave County
Email: Wired@citlink.net
- 6.8.3. Notwithstanding section 6.8 of this Agreement, AHCCCS and the Public Entity will give notice by regular mail, or any other means reasonably anticipated to provide actual notice to the other party of any change of the address, telephone number, name of the authorized signatory or designee; or name and/or address of the person to whom notices are to be sent.
- 6.9. Termination.
- 6.9.1. AHCCCS may terminate this Agreement if the APSI program is terminated for any reason including the withdrawal of CMS approval of the APSI program, a determination that funds provided or payments made under this Agreement do not comply with this Agreement, or a change in Federal or State law. Upon termination under this Section, AHCCCS shall return to the Public Entity any unexpended excess funds determined under Section 4.6.
- 6.9.2. Pursuant to A.R.S. § 38-511, either party to this Agreement may terminate this Agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement is or becomes at any time while the Agreement or an extension of the Agreement is in effect an employee of or a consultant to any other party to this Agreement with respect to the subject matter of the Agreement. The cancellation will be effective when AHCCCS or the Public Entity receives written notice of the cancellation unless the notice specifies a later time.

- 6.10. Records. The Parties, including Designated Hospitals, agree to retain all financial books, records, and other documents and will contractually require each subcontractor to retain all data and other records relating to the acquisition and performance of the Agreement for a period of five (5) years after the completion of the Agreement. All records are subject to inspection and audit by the Parties at reasonable times. Upon request, the Parties will produce a legible copy of any or all such records.
- 6.11. Severability. The provisions of this Agreement are severable. If any provision of this Agreement is held by a court to be invalid or unenforceable, the remaining provisions continue to be valid and enforceable to the full extent permitted by law.
- 6.12. Indemnification. Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (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 this Agreement, but only to the extent that such claims result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
- 6.13. No Third-Party Beneficiaries. Nothing in the provisions of this Agreement is intended to (1) create duties or obligations to or rights in Designated Hospitals, Qualifying Practitioners, or any other persons or entities not parties to this Agreement or (2) effect the legal liability of either party to the Agreement with respect to Designated Hospitals, Qualifying Practitioners or any other persons or entities not parties to this Agreement.
- 6.14. No Joint Venture. Nothing in this Agreement is intended to create a joint venture between or among the Parties, including the Designated Hospitals or Qualifying Practitioners, and it will not be so construed. Neither AHCCCS' nor the Public Entity's employees will be considered officers, agents, or employees of the other or be entitled to receive any employment related fringe benefits from the other.

NOW THEREFORE, AHCCCS and the Public Entity agree to abide by the terms and conditions set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year specified below.

Kingman Regional Medical Center on behalf
of Hospital District One of Mohave County
("Public Entity")

Arizona Health Care Cost Containment
System
("AHCCCS")

By: David French, Chairman

By: Meggan LaPorte, Chief Procurement
Officer

Date: _____

Date: _____

In accordance with A.R.S. § 11-952, undersigned counsel has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona, including but not limited to A.R.S. §§ 36-2903 et seq.

Law office of Thomas E. Price, P.C. Attorney

_____, Legal Counsel for AHCCCS

Date: _____

Date: _____

ATTACHMENT A

To The Intergovernmental Agreement
Between
ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM ADMINISTRATION
("AHCCCS")
And
Kingman Regional Medical Center on behalf of
Hospital District One of Mohave County
("Public Entity")

For the Support of the
Access to Professional Services Initiative

Pursuant to the Agreement, the Public Entity has agreed to transfer public funds from the source(s) and in the amount(s) specified below as the Non-Federal Share of expenditures in support of the APSI for the Contract Year ending September 30, 2026:

Payment Date	Source	Amount
November 1, 2025	Payment #1- County Revenue	\$410,880.00
	FFY 24 Prior Period Adjustment	\$0.00
	Subtotal	\$410,880.00
February 1, 2026	Payment #2 - County Revenue	\$410,880.00
May 1, 2026	Payment #3 - County Revenue	\$410,880.00
August 1, 2026	Payment #4 - County Revenue	\$410,880.00
August 1, 2027	Payment #5 - County Revenue	\$410,880.00
	Grand Total	\$2,054,400.00

ATTACHMENT B

On behalf of Kingman Regional Medical Center ("Hospital"), I hereby attest to the following under penalty of perjury as true and correct to the best of my knowledge:

1. For purposes of this attestation, the following terms have the following meanings:

- a. *ACGME* means the Accreditation Council for Graduate Medical Education, an independent, not-for-profit, physician-led organization that sets and monitors the professional educational standards for graduate medical education programs.
- b. *APSI or Access to Professional Services Initiative* means the terms in the AHCCCS Contract, or in policies incorporated by reference into those contracts, that require the MCO to increase payments to Qualifying Practitioners by a uniform percentage of the rates otherwise negotiated for Qualifying Practitioners that have a written contract with the MCO to provide service to persons enrolled with the MCO.
- c. *CFR* means Code of Federal Regulations – the official compilation of Federal rules and requirements.
- d. *Contract Year* means the period from October 1st of the year through September 30th of the following year beginning October 1, 2025, and, subject to annual approval by CMS, ending September 30, 2026.
- e. *CMS* means The Centers for Medicare and Medicaid Services, a Federal agency within the U.S. Department of Health and Human Services.
- f. *Designated Hospital* means a hospital that has completed and submitted to AHCCCS a fully executed attestation and that meets one or more of the following criteria:
 - i. Is a hospital facility with an ACGME-accredited teaching program and which is operated pursuant to the authority in Arizona Statutes Title 48, Chapter 31; or,
 - ii. Is a hospital facility with:
 1. An ACGME-accredited teaching program with a state university, and
 2. AHCCCS Medicaid inpatient discharge utilization volume greater than or equal to 20 percent as calculated by the Arizona Department of Health Services for calendar year 2022; or,
 - iii. Is a freestanding children's hospital or a pediatric unit of a general acute care hospital with greater than one hundred (100) licensed pediatric beds, excluding nursery beds.
- g. *Entity related to the Hospital or Qualifying Practitioner* means:
 - i. An organization, association, corporation, or partnership formed by or on behalf of the health care provider;
 - ii. An individual with an ownership or control interest in the health care provider, as defined in 42 USC 1320a-3(a)(3);
 - iii. An employee, spouse, parent, child, or sibling of the health care provider, or of a person with an ownership or control interest in the Hospital, as defined in 42 USC 1320a-3(a)(3); or

- iv. A supplier of health care items or services or a supplier to the health care provider.
- h. *FFP or Federal Financial Participation* means the Federal monies that AHCCCS claims from CMS for the Federal share of AHCCCS expenditures for the administration of and services paid for through the Medicaid Program, Title XIX of the Social Security Act.
- i. *Funding Partner* means collectively the Public Entities providing funds to AHCCCS to be used as the Non-Federal Share of a claim by AHCCCS for FFP associated with the APSI.
- j. *Hospital* means a health care facility licensed in Arizona as a hospital that is registered with AHCCCS as a participating provider that employs or has a contractual agreement with Qualifying Practitioners to receive payments from AHCCCS for the professional services of the Qualifying Practitioners.
- k. *MCO or Medicaid Managed Care Contractor* means an entity that has a contract with AHCCCS and that meets the definition in 42 C.F.R. § 438.2.
- l. *Non-Federal Share* means the portion of AHCCCS expenditures for the administration of and services paid for through the Medicaid Program, Title XIX of the Social Security Act, that are not FFP, and which meet the requirements of 42 C.F.R. Part 433, Subpart B.
- m. *Qualifying Practitioner* means the following health care providers to the extent that they are registered with AHCCCS, and render professional services covered by AHCCCS that bills for services under a Tax Identification Number that is affiliated with one of the Designated Hospitals and identified by AHCCCS:
 - i. Physicians, including Doctor of Medicine and Doctor of Osteopathic Medicine;
 - ii. Certified Registered Nurse Anesthetists;
 - iii. Certified Registered Nurse Practitioners;
 - iv. Physician Assistants;
 - v. Certified Nurse Midwives;
 - vi. Clinical Social Workers;
 - vii. Clinical Psychologists;
 - viii. Dentists;
 - ix. Optometrists, and
 - x. Other Providers that bill under Form Type A (Form 1500) and D (Dental).

2. On behalf of the Hospital, I attest that:

- a. The Hospital is a Designated Hospital
- b. No formal or informal agreements exist between the Hospital, or any Entity Related to the Hospital, and any Funding Partner for the direct or indirect return to any Funding Partner of any portion of payments made by any MCO to Qualifying Practitioners as part of the APSI or of payments made by the Funding Partner for the administration of the APSI.

- c. No formal or informal agreement exists between (1) the Hospital or any Entity Related to the Hospital and (2) any other Designated Hospital, Qualifying Practitioner, or any Entity Related to any other Designated Hospital or Qualifying Practitioner, for the direct or indirect return to any Funding Partner of any portion of payments made by any MCO to any Qualifying Practitioner as part of the APSI or of payments made by the Funding Partner for the administration of the APSI.
 - d. Neither the Hospital nor any Entity Related to the Hospital has made any direct or indirect donations (in cash or in kind) to any Funding Partner in excess of the limitations in 42 CFR Part 433, Subpart B.
- 3. The Hospital accepts that completion of this attestation is a condition of the Hospital's participation in APSI. The Hospital shall inform AHCCCS immediately if the Hospital enters into an agreement described in this attestation or makes any donation to any Public Entity in excess of the limitations in 42 CFR Part 433, Subpart B associated with payments under APSI.
- 4. The undersigned Hospital agrees that in the event CMS issues a disallowance of FFP based on a determination that the source of the funds transferred by any governmental entity in support of APSI payments to the Hospital are either Federal funds, provider donations, or health care-related taxes that are not permissible under 42 C.F.R. Part 433, Subpart B, the Hospital will, upon final exhaustion of any administrative appeal related to such disallowance:
 - a. Refund to AHCCCS within 30 days of written demand an amount of the APSI payments made to the Hospital equal to the total computable amount associated with such disallowance, including any interest incurred as a result of an appeal.
 - b. Permit AHCCCS to offset the amount referenced in (a), to the extent it is not refunded, from any amounts otherwise due to the Hospital.
- 5. The undersigned attests that they have personal knowledge of the matters attested to herein and have the legal authority to bind the Hospital to the terms herein.

Dated: [Click here to enter a date.](#)

By: _____

Print Name: Joshua Hoffman
Title: CFO

INTERGOVERNMENTAL AGREEMENT
BETWEEN
ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM ADMINISTRATION
("AHCCCS")
And
Kingman Regional Medical Center on behalf of
Hospital District One of Mohave County
("Public Entity")
For the Administration of the
Access to Professional Services Initiative

WHEREAS, AHCCCS is authorized through contract to direct Medicaid managed care contractors' payments to providers in a manner consistent with 42 C.F.R. § 438.6 when those directed payments are expected to advance the goals and objectives of the quality strategies adopted by AHCCCS which include improving access to high-quality health care; and

WHEREAS, AHCCCS is authorized under A.R.S. § 36-2913(C)(5) to accept donations from any source and is permitted to use funds transferred from other public entities in support of Medicaid; and

WHEREAS, the Public Entity, is authorized to enter into this Agreement pursuant to A.R.S. § 48-1901 et.seq); and

WHEREAS, 42 C.F.R. Part 433, Subpart B restricts States' use of Federal funds, health care-related taxes, and provider-related donations as sources for the Non-Federal Share of Medicaid expenditures; and

WHEREAS, AHCCCS and the Public Entity are authorized by A.R.S. § 11-952 to enter into Intergovernmental Agreements to jointly exercise powers common to the parties or for cooperative action; and

WHEREAS, the Public Entity and AHCCCS have entered into IGA no. YH26-xxx-xx-A ("the APSI Payments IGA") wherein the Public Entity provides payments for the Non-Federal Share of APSI payments to Qualifying Practitioners affiliated with Designated Hospitals identified in that IGA; and

WHEREAS, the Public Entity and AHCCCS wish to enter into this Agreement in order to permit the Public Entity to provide the Non-Federal Share of payments to AHCCCS to administer the Access to Professional Services Initiative;

NOW, THEREFORE, the Public Entity and AHCCCS (collectively, the "Parties"), pursuant to the above and in consideration of the matters hereinafter set forth, do mutually agree as follows:

1. The terms in this Agreement have the same meaning as defined in the APSI Payment IGA.

2. The purpose of this Agreement is to set forth the procedures under which the Public Entity will, at its discretion, transfer public funds for use as the Non-Federal Share of expenditures by AHCCCS for the administration of the APSI Payment IGA. It is the intent of the parties that the procedures herein fully comply with Federal and State laws, rules, and regulations.
3. Monies transferred by the Public Entity under this Agreement may only be used by AHCCCS for the administration of the APSI Payment IGA. Such payment will be made consistent with applicable Federal and State statutes, regulations, rules, and the terms of the State Plan.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES.

4.1. Consistent with the APSI Payment IGA, in advance of each Contract Year:

- 4.1.1. Using adjudicated valid encounters from a prior period, AHCCCS will estimate the cost for the Contract Year of the incremental payments that MCOs will make as the result of the APSI to the Qualified Practitioners associated with the Designated Hospitals that execute Attachment B.
 - 4.1.2. AHCCCS will then calculate the Non-Federal Share of the costs identified in section **Error! Reference source not found.** and will notify the Public Entity of the Non-Federal Share.
 - 4.1.3. On or before November 1 of the Contract Year, the Public Entity shall transfer to AHCCCS an amount equal to four percent (4%) of the Non-Federal Share of the costs identified in section 4.1.2.
 - 4.1.4. On or before November 1 of the Contract Year, the Public Entity shall provide AHCCCS with Attachment A identifying the public source(s) of the amount transferred to AHCCCS.
- 4.2. In the event of a disallowance based on the impermissibility of the transferred funds, AHCCCS shall make diligent efforts to recover the amounts due under Attachment B from the Designated Hospital. If AHCCCS is unable to recover the total computable amount associated with such disallowance from the Designated Hospital, the Public Entity shall make a payment to AHCCCS within 30 days of written demand from AHCCCS. AHCCCS shall only make such written demand if AHCCCS has been unable to recover the total computable amount associated with such disallowance from the Designated Hospital within twelve months or after final exhaustion of any administrative appeal related to such disallowance, whichever is later. The payment due from the Public Entity shall be equal to the amount due to CMS as a result of the disallowance, less any amount recovered from the Designated Hospital associated with the disallowance, and including any interest incurred as a result of an appeal of the disallowance.

5. COMPLIANCE WITH ADMINISTRATIVE REQUIREMENTS FOR STATE FINANCIAL PARTICIPATION

- 5.1. Public Entity certifies that, consistent with 42 C.F.R. Part 433, Subpart B, no portion of the funds transferred to AHCCCS are derived from (1) direct or indirect provider-related donations (in cash or in kind), other than bona fide provider-related donations or (2) health care-related taxes, other than as permitted in Subpart B and any other federal law or regulation applicable to the permissibility of funding sources.
- 5.2. Public Entity certifies that, consistent with 42 C.F.R. § 433.51(c), the funds transferred to AHCCCS under this Agreement are not Federal funds or are Federal funds authorized by Federal law to be used to match Federal funds.

- 5.3. Public Entity agrees to provide AHCCCS with supporting documentation of the sources of the funds transferred pursuant to this agreement and of the bases for the Public Entity's assurance that the funds transferred comply with Sections 5.1 and 5.2.
 - 5.4. If Public Entity fails to provide supporting documentation required in Section 5.3 of this Agreement such that CMS adjusts future grant awards to AHCCCS or defers or disallows any expenditures claimed by AHCCCS, then Public Entity agrees to reimburse AHCCCS immediately, upon demand by AHCCCS, in the amount of the adjustment or disallowance that is attributable to sources that do not comply with sections 5.15.1 or 5.2 of this Agreement.
 - 5.5. Public Entity certifies that the funds transferred to AHCCCS as described in this Agreement are made voluntarily and that neither the State nor AHCCCS has through statute, rule, or otherwise required the Public Entity to provide the funding.
6. GENERAL PROVISIONS.
- 6.1. Entire Agreement. This document, its attachments, and appendices, including any approved subcontracts, amendments and modifications made thereto, shall constitute the entire Agreement between the Parties, and supersedes all other understandings, oral or written.
 - 6.2. Exercise of Rights. Failure to exercise any right, power or privilege under this Agreement will not operate as a waiver thereof, nor will a single or partial exercise thereof preclude any other or further exercise of that or any other right, power, or privilege.
 - 6.3. Contract Term. This Agreement commences when signed by both parties and renews annually upon timely receipt by AHCCCS of an Attachment A from the Public Entity for the Contract Year and the timely transfer of the payment made in accordance with Attachment A for the Contract Year. Notwithstanding the facts that certain AHCCCS or Public Entity obligations under this Agreement occur after the Term hereof, the parties agree that the Term of this Agreement continues through the later of the conclusion of: (1) any payment reconciliations required by Federal or State law for payments made under this Agreement or (2) and audits of payments made under this Agreement as required by State or Federal law and any administrative appeal of such reconciliation or audit.
 - 6.4. Compliance with Laws, Rules, and Regulations. AHCCCS, the Public Entity and their subcontractors must comply with all applicable Federal and State laws, rules, regulations, standards, and Executive Orders, without limitation to those designated within this Agreement.
 - 6.4.1. Non-Discrimination. The parties 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 in the course of carrying out their duties pursuant to this Agreement. The Parties shall comply with the provisions of Arizona Executive Order 2009-09, incorporated into this Agreement by reference, as if set forth in full herein.
 - 6.4.2. ADA. The parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101336, 42 U.S.C. 1210112213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36.
 - 6.5. Choice of Law. The laws and regulations of the State of Arizona govern the rights of the Parties, the performance of this Agreement, and any disputes arising from the Agreement.

- 6.6. Compulsory Arbitration. Any action relating to this Agreement must be brought by arbitration to the extent required by A.R.S. § 12-1518 or in an appropriate court. Any arbitration award will be enforced in an appropriate court.
- 6.7. Amendments. This Agreement, including its term, may be modified only through a duly authorized written amendment, executed with the same formality as the Agreement.
- 6.8. Notice. Any notice required by the terms of the Agreement and any questions regarding the duties and obligations of this contract shall be directed to:

6.8.1. For AHCCCS:

Meggan LaPorte, CPPO, MSW
Chief Procurement Officer
AHCCCS
Email: procurement@azahcccs.gov

6.8.2. For the Public Entity:

David French, Chairman
Hospital District Number One of Mohave County
Email: Wired@citlink.net

- 6.8.3. Notwithstanding section 6.8 of this Agreement, AHCCCS and the Public Entity will give notice by regular mail or any other means reasonably anticipated to provide actual notice to the other party of any change of the address, telephone number, name of the authorized signatory or designee; or name and/or address of the person to whom notices are to be sent.

6.9. Termination.

- 6.9.1. AHCCCS may terminate this Agreement if the APSI program is terminated for any reason including the withdrawal of CMS approval of the APSI program, a determination that funds provided or payments made under this Agreement do not comply with this Agreement, or a change in Federal or State law.
- 6.9.2. Pursuant to A.R.S. § 38-511, either party to this Agreement may terminate this Agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement is or becomes at any time while the Agreement or an extension of the Agreement is in effect an employee of or a consultant to any other party to this Agreement with respect to the subject matter of the Agreement. The cancellation will be effective when AHCCCS or the Public Entity receives written notice of the cancellation unless the notice specifies a later time.
- 6.10. Records. The Parties agree to retain all financial books, records, and other documents and will contractually require each subcontractor to retain all data and other records relating to the acquisition and performance of the Agreement for a period of five (5) years after the completion of the Agreement. All records are subject to inspection and audit by the Parties at reasonable times. Upon request, the Parties will produce a legible copy of any or all such records.
- 6.11. Severability. The provisions of this Agreement are severable. If any provision of this Agreement is held by a court to be invalid or unenforceable, the remaining provisions continue to be valid and enforceable to the full extent permitted by law.

- 6.12. Indemnification. Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (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 this Agreement, but only to the extent that such claims result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
- 6.13. No Third-Party Beneficiaries. Nothing in the provisions of this Agreement is intended to (1) create duties or obligations to or rights in any other persons or entities not parties to this Agreement or (2) effect the legal liability of either party to the Agreement with respect to any other persons or entities not parties to this Agreement.
- 6.14. No Joint Venture. Nothing in this Agreement is intended to create a joint venture between or among the Parties and it will not be so construed. Neither AHCCCS' nor the Public Entity's employees will be considered officers, agents, or employees of the other or be entitled to receive any employment related fringe benefits from the other.

NOW THEREFORE, AHCCCS and the Public Entity agree to abide by the terms and conditions set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year specified below.

Kingman Regional Medical Center on behalf
of Hospital District One of Mohave County
("Public Entity")

Arizona Health Care Cost Containment
System (AHCCCS)

By: David French, Chairman

By: Meggan LaPorte, Chief Procurement
Officer

Date: _____

Date: _____

In accordance with A.R.S. § 11-952, undersigned counsel has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona, including but not limited to A.R.S. §§ 36-2903 et seq.

Law office of Thomas E. Price, P.C. Attorney

_____, Legal Counsel for AHCCCS

Date: _____

Date: _____

ATTACHMENT A

To The Intergovernmental Agreement
Between
The Arizona Health Care Cost Containment System Administration
("AHCCCS")
And
Kingman Regional Medical Center on behalf of
Hospital District One of Mohave County

("Public Entity")
For the Administration of the
Access to Professional Services Initiative

Pursuant to the Agreement, the Public Entity has agreed to transfer public funds from the source(s) and in the amount(s) specified below as the Non-Federal Share of AHCCCS expenditures for the administration of the APSI for the Contract Year ending September 30, 2026:

Payment Date	Source	Amount
November 1, 2025	Payment - County Revenue	\$ 82,180.00
	Subtotal	\$ 82,180.00

ATTACHMENT B

On behalf of Kingman Regional Medical Center ("Hospital"), I hereby attest to the following under penalty of perjury as true and correct to the best of my knowledge:

1. For purposes of this attestation, the following terms have the following meanings:
 - a. *ACGME* means the Accreditation Council for Graduate Medical Education, an independent, not-for-profit, physician-led organization that sets and monitors the professional educational standards for graduate medical education programs.
 - b. *APSI or Access to Professional Services Initiative* means the terms in the AHCCCS Contract, or in policies incorporated by reference into those contracts, that require the MCO to increase payments to Qualifying Practitioners by a uniform percentage of the rates otherwise negotiated for Qualifying Practitioners that have a written contract with the MCO to provide service to persons enrolled with the MCO.
 - c. *CFR* means Code of Federal Regulations – the official compilation of Federal rules and requirements.
 - d. *Contract Year* means the period from October 1st of the year through September 30th of the following year beginning October 1, 2025, and subject to annual approval by CMS, ending September 30, 2026.
 - e. *CMS* means The Centers for Medicare and Medicaid Services, a Federal agency within the U.S. Department of Health and Human Services.
 - f. *Designated Hospital* means a hospital that has completed and submitted to AHCCCS a fully executed attestation and that meets one or more of the following criteria:
 - i. Is a hospital facility with an ACGME-accredited teaching program and which is operated pursuant to the authority in Arizona Statutes Title 48, Chapter 31; or,
 - ii. Is a hospital facility with:
 1. An ACGME-accredited teaching program with a state university, and
 2. AHCCCS Medicaid inpatient discharge utilization volume greater than or equal to 20 percent as calculated by the Arizona Department of Health Services for calendar year 2022; or,
 - iii. Is a freestanding children's hospital or a pediatric unit of a general acute care hospital with greater than one hundred (100) licensed pediatric beds, excluding nursery beds.
 - g. *Entity related to the Hospital or Qualifying Practitioner* means:
 - i. An organization, association, corporation, or partnership formed by or on behalf of the health care provider;
 - ii. An individual with an ownership or control interest in the health care provider, as defined in 42 USC 1320a-3(a)(3);
 - iii. An employee, spouse, parent, child, or sibling of the health care provider, or of a person with an ownership or control interest in the Hospital, as defined in 42 USC 1320a-3(a)(3); or

- iv. A supplier of health care items or services or a supplier to the health care provider.
- h. *FFP or Federal Financial Participation* means the Federal monies that AHCCCS claims from CMS for the Federal share of AHCCCS expenditures for the administration of and services paid for through the Medicaid Program, Title XIX of the Social Security Act.
- i. *Funding Partner* means collectively the public entities providing funds to AHCCCS to be used as the Non-Federal Share of a claim by AHCCCS for FFP associated with the APSI.
- j. *Hospital* means a health care facility licensed in Arizona as a hospital that is registered with AHCCCS as a participating provider that employs or has a contractual agreement with Qualifying Practitioners to receive payments from AHCCCS for the professional services of the Qualifying Practitioners.
- k. *MCO or Medicaid Managed Care Contractor* means an entity that has a contract with AHCCCS and that meets the definition in 42 C.F.R. § 438.2.
- l. *Non-Federal Share* means the portion of AHCCCS expenditures for the administration of and services paid for through the Medicaid Program, Title XIX of the Social Security Act, that are not FFP, and which meet the requirements of 42 C.F.R. Part 433, Subpart B.
- m. *Qualifying Practitioner* means the following health care providers to the extent that they are registered with AHCCCS, and render professional services covered by AHCCCS that bills for services under a Tax Identification Number that is affiliated with one of the Designated Hospitals and identified by AHCCCS:
 - i. Physicians, including Doctor of Medicine and Doctor of Osteopathic Medicine;
 - ii. Certified Registered Nurse Anesthetists;
 - iii. Certified Registered Nurse Practitioners;
 - iv. Physician Assistants;
 - v. Certified Nurse Midwives;
 - vi. Clinical Social Workers;
 - vii. Clinical Psychologists;
 - viii. Dentists;
 - ix. Optometrists, and
 - x. Other Providers that bill under Form Type A (Form 1500) and D (Dental).

2. On behalf of the Hospital, I attest that:

- a. The Hospital is a Designated Hospital
- b. No formal or informal agreements exist between the Hospital, or any Entity Related to the Hospital, and any Funding Partner for the direct or indirect return to any Funding Partner of any portion of payments made by any MCO to Qualifying Practitioners as part of the APSI or of payments made by the Funding Partner for the administration of the APSI.

- c. No formal or informal agreement exists between (1) the Hospital or any Entity Related to the Hospital and (2) any other Designated Hospital, Qualifying Practitioner, or any Entity Related to any other Designated Hospital or Qualifying Practitioner, for the direct or indirect return to any Funding Partner of any portion of payments made by any MCO to any Qualifying Practitioner as part of the APSI or of payments made by the Funding Partner for the administration of the APSI.
 - d. Neither the Hospital nor any Entity Related to the Hospital has made any direct or indirect donations (in cash or in kind) to any Funding Partner in excess of the limitations in 42 CFR Part 433, Subpart B.
- 3. The Hospital accepts that completion of this attestation is a condition of the Hospital's participation in APSI. The Hospital shall inform AHCCCS immediately if the Hospital enters into an agreement described in this attestation or makes any donation to any Public Entity in excess of the limitations in 42 CFR Part 433, Subpart B associated with payments under APSI.
- 4. The undersigned Hospital agrees that in the event CMS issues a disallowance of FFP based on a determination that the source of the funds transferred by any governmental entity in support of APSI payments to the Hospital are either Federal funds, provider donations, or health care-related taxes that are not permissible under 42 C.F.R. Part 433, Subpart B, the Hospital will, upon final exhaustion of any administrative appeal related to such disallowance:
 - a. Refund to AHCCCS within 30 days of written demand an amount of the APSI payments made to the Hospital equal to the total computable amount associated with such disallowance, including any interest incurred as a result of an appeal.
 - b. Permit AHCCCS to offset the amount referenced in (a), to the extent it is not refunded, from any amounts otherwise due to the Hospital.
- 5. The undersigned attests that they have personal knowledge of the matters attested to herein and have the legal authority to bind the Hospital to the terms herein.

Dated: [Click here to enter a date.](#)

By: _____

Print Name: Joshua Hoffman

Title: CFO

LAW OFFICE OF THOMAS E. PRICE, P.C.
501 E. Oak St.
Kingman, AZ 86401-5930

Invoice
submitted to:
Hospital District Number One of Mohave County
Attn: Karen Vanzandt ** send via email
karen.vanzandt@azkr
3269 N. Stockton Hill Rd.
Kingman, AZ 86409

July 14, 2025

In Reference To: Miscellaneous

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
6/19/2025 Teleconference with Cheryl Porter; reviewed exchange of emails between Cheryl Porter and Attorney Sam Coppersmith; exchanged emails with Coppersmith for a telephonic conference.	0.50 380.00/hr	190.00
6/20/2025 Prepared for teleconference with Attorney Sam Coppersmith; teleconference with Coppersmith; reviewed file; teleconferences with Dave French; teleconference with French and Cheryl Porter; prepared for July 1st board meeting.	3.00 380.00/hr	1,140.00
6/23/2025 Received and responded to Dave's text; revised and finalized letter to Arizona Secretary of State; left message for Dave in regards to his June 23rd email. Teleconference with Dave in regards to Newmyer's concerns.	0.60 380.00/hr	228.00
6/25/2025 Teleconference with Deputy County Attorney in regards to procedures related Board Member Valentine's resignation; worked on draft of email to Dr. Newmyer. Revised and finalized said email; teleconference with Dave French	1.00 380.00/hr	380.00
6/26/2025 Reviewed proposed agenda; left message for Cheryl and Dave regarding same. Teleconference with Cheryl in regards to agenda. Left messages for Cheryl.	1.00 380.00/hr	380.00
6/27/2025 Reviewed email exchanges between Cheryl and Dave; sent an email to Cheryl and Dave approving the agenda; prepared a letter to Arizona Secretary of State filing Penny Holden's Resignation.	0.30 380.00/hr	114.00
6/28/2025 Teleconferences with Dave French in regards to Dr. Newmyer's contact with him and his response; reviewed Dave's emails and text messages.	0.70 380.00/hr	266.00
7/1/2025 Reviewed file in preparation of meeting; attended meeting. Reviewed Action Agenda; suggested two revisions.	3.20 380.00/hr	1,216.00

	<u>Hrs/Rate</u>	<u>Amount</u>
7/3/2025 Teleconference with Cheryl Porter in regards to the approval of the minutes.	0.10 380.00/hr	38.00
For professional services rendered	<u>10.40</u>	<u>\$3,952.00</u>
Balance due		<u><u>\$3,952.00</u></u>

The balance is due upon receipt of this statement. Unless other arrangements have been made.

We appreciate your business. Thank you!

We accept VISA, Mastercard, American Express, and Discover.

If you have any questions regarding this billing statement, please contact our staff at (928) 753-1112.

Date: July 6, 2025

To: David French Chairman, Katie Tacheron Vice Chairman and Carol Newmyer Board Member

Subject: Vacancy for Hospital District One of Mohave County

I would like to submit my interest in filling a vacancy on the hospital district board. I have 20 plus years in association with the Kingman Hospital both as a member of the operating board during the period when it had 25 members and 12 years on the hospital district board. I was Vice Chairman for several years of the hospital district. I have attended several training leadership summits for hospital Trustees conducted by the American Hospital Association.

I am a 59 year resident of Mohave County, with 30 years in Kingman and 29 years in Bullhead. Attending Kingman High School and Mohave High School in Bullhead. I was employed by Frontier Communications for 47 years and held positions in Management as district manager for Electric, Gas and Communications, also engineering Director for engineering in rural areas for six states.

I have been involved in public service and Civic associations for 47 years. Fifteen years with the Bullhead Fire Department, reaching the rank of Assistant Chief. I was in the first EMT class in Arizona and was on the ambulance for several years bringing patients to the Kingman Hospital. I was an elected Board member for the fire department for five years and Chairman for several years. I was a member of the Arizona Fire Chiefs association, Arizona fire district association and Arizona fire Fighters, serving as board member and legislative chairman. I was on the board for the Kingman Airport Authority. My involvement in Civic Associations include Kiwanis, Rotary, Kingsman, Kingman and Bullhead Parks commission and chairman of the Kingman Chamber of Commerce.

I can be reached at 928-727-1954 for any further questions.

Stephen Pebley

TERESA L. BOEGLER – SHRM-CP, PHR

2390 Seminole Place | Kingman, Arizona 86401 | 248.884.5045 teresab.edv@gmail.com

Highly qualified professional with extensive experience in human resources management, recruitment, employee retention and complex benefits administration. Demonstrated experience working with senior management to meet organizational strategic planning goals and objectives. Skilled and effective in working with people of diverse cultures and backgrounds. Excellent communication, employee relations, negotiation, conflict resolution and mentoring skills.

Core skills include:

- | | |
|--|--------------------------------------|
| ✓ Recruiting & Staffing Management | ✓ Training & Development |
| ✓ Benefits & Compensation Administration | ✓ COBRA, FMLA, and HIPAA Regulations |
| ✓ Policy/Procedure System Design | ✓ Compliance / Health Care Reform |
| ✓ Employee Relationship Cultivation | ✓ Performance Management |

CAREER HIGHLIGHTS

- **Human Resources** - for both union and non-union automotive manufacturing facilities as well as a 4,000 employee quick food service organization.
- **Recruited** workforce and executive level professionals for U.S. manufacturing locations thereby decreasing the need for staffing firms while negotiating reduced fee schedule with outside agencies.
- **Developed an employee-oriented company culture** that emphasizes quality, continuous improvement and high performance while inspiring employees in areas of personal and professional growth.
- **Produced internal career opportunities procedure** to promote movement across subsidiaries with focus on reducing turnover and improving morale
- **Created mentoring program** to emphasize empowerment with concentration on high potential female employees
- **Worked closely with the Executive Management Team** to implement consistency, services, policies and programs for a multi-billion dollar organization.
- **Implemented benefit analysis procedures** to negotiate and improve benefits package. Partnered with vendors to enhance coverage and realize cost savings while aligning with management objectives.
- **Well-versed in Healthcare Reform** to ensure company is compliant with government regulations.
- **Improved and cultivated effective workplace communication philosophy** to create well planned messaging, increase awareness, minimize employee uncertainty and encourage open door policies with management.
- **Coordinated numerous events** including managers' meetings and open enrollment meetings.
- **Certified Targeted Selection Administrator** through DDI.

PROFESSIONAL EXPERIENCE:

MOHAVE MENTAL HEALTH CLINIC – Kingman, AZ – **Retired**

2017 to 2020

Customer Service Manager

Newly created position that is responsible for bringing consistency to policies and practices at Kingman, Lake Havasu and Bullhead City adult and children's locations. Responsible for transportation department and managing outside vendors. This is for the transport of clients to and from clinics or for transport of clients to out of area locations for treatment purposes. In addition, responsible for the call center that handles incoming calls for agency locations; an average of 650 incoming calls per day.

BIGELOW AEROSPACE, LLC – North Las Vegas, Nevada

2015 to 2017

Corporate Recruiter

Recruit all levels of the organization and develop recruitment strategies to entice scientist and engineers to the North Las Vegas where they are involved in the design manufacture and assembly of expandable space habitats.

DESERT DE ORO FOODS, INC. - Kingman, Arizona

2012 to 2014

Human Resources Manager

Direct all human resource activities for 4,000 employee, multi-site organization. Responsibilities include recruiting/staffing benefits administration, FMLA, property liability insurance, employee relations, policy/procedure, risk backup, all disciplinary actions, approval of all re-hires, salaried offer letters and letters for any promotion.

BOEGLER SEARCH INNOVATIONS, LTD.

2005 to 2012

Owner/Operator

Full life cycle recruiting for clients throughout the United States and northern Mexico; career coaching for current candidates and students at numerous campuses, consultant for clients needing human resource assistance covering all human resource disciplines

U. S. FOODSERVICE (formerly Alliant Foodservice) - Wixom, Michigan

2001 to 2005

Manager, Human Resources

Direct all areas of human resources for 600+ employee broad line food distributor with a 300,000 square foot facility. Responsibilities included health & safety, benefits administration, payroll, STD, LTD, FMLA, training and development and other generalist duties as needed.

COOPER/STANDARD AUTOMOTIVE - Dearborn, Michigan

1995 to 2001

Corporate Manager, Employment and Affirmative Action

Recruited executives and middle managers for all North American facilities and developed corporate employment strategies on a multi-national basis. Spearheaded mass hiring program for hourly associates when needed for program launches. Implemented the development and maintenance of human resource policies/procedures. Facilitated company mentoring programs with Mentium Corporation.

EDUCATION:

Eastern Michigan University Continuing Education
SHRM Learning System for PHR/SPHR

Bachelors of Business Administration,
University of Michigan, Ann Arbor, MI

Business administration course work,
Washtenaw Community College, Ann Arbor, MI

REFERENCES AVAILABLE UPON REQUEST

**Teresa L. Boegler
2390 Seminole Place
Kingman, AZ 86401
248-884-5045**

July 4, 2025

Governing Hospital Board
District One Mohave County
3269 Stockton Hill Road
Kingman, Arizona 86409

Attn: Cheryl Porter

Dear Ms. Porter,

This is my letter is to express my interest in being on the Mohave County District One Hospital Board.

Since retiring I have been on the board as an active member of Excellence in Traditional Education (ETE). This is a volunteer position where a group of us are working to bring Hillsdale College K-12 curriculum to Kingman, info@traditionaleducation.org. We created a Board of Directors, have identified property for the school, have been fund raising and much more.

The District One Hospital Board and its members should only be concerned with maintaining district property, the partnership with their tenant, and for the good of this community and the public it serves. I care about Kingman and feel I can contribute to the board by bringing a cohesiveness and a positivity to the board.

My resume is attached for your review. Please feel free to contact me if you have any questions.

Thank you for your time and consideration.

Respectfully,

Teresa L. Boegler

attachment

To Whom it may concern,

Received
7/1/25
0940

The purpose of this letter is to express my interest in filling a vacancy on the Hospital District One Mohave County, Arizona board for the 2025-2026 term. I am willing to invest the time and energy it takes to fulfill the duties as a board member. My years in management have given me the skills and talents needed to add to the success of the board of the Hospital District One Mohave County, Arizona.

Respectfully

A handwritten signature in black ink, appearing to read 'Jeff Ryder', with a long horizontal flourish extending to the right.

Jeff Ryder

3912 N Bosque Rd

Golden Valley, Az 86413

609-560-4595

Jeff Ryder

3912 N Bosque Rd

Golden Valley, Az 86413

609.560.4595

To: Cheryl Porter, David French

I moved to the Kingman area just 3 years ago and was immediately recruited to be the new District 1 Director for the Mohave County GOP. In my time here, I've been responsible for huge growth in volunteers, set records for fund raising and myself and the County Chair coordinated with three groups;

Turning Point Action

Trump Force 47

The Kari Lake Campaign

That team was responsible for a 21% increase in voter turnout that helped re-elect President Trump. I will bring that same energy and team work to the Hospital District Number One of Mohave County

In my previous work experience before moving to Arizona, I was the Store manager for a successful high end electronics store with a \$4,500,000 dollar budget and averaged only \$1000 in shrink per year.

I was tapped to be one of a hundred Best Buy Mobile store within a store managers, a new test concept design for cell phone and mobile phone sales that was so successful, it rolled out nation wide one year ahead of schedule.

I was an Asset Protection Manager for a \$40,000,000 dollar Walmart store, not only responsible for the inventory but also the safety of the employees.

And for the past 17 years, I've been a business owner doing E-commerce, and SEO for small businesses.

I am an outside of the box thinker and problem solver who knows what needs to be done and isn't afraid to do what it takes. I excel at building relationships and I am a consummate team player who will always do what's right for the good of the citizens who comprise the Hospital District Number One of Mohave County.

LOGAN MARSH

Kingman, Arizona

logan@loganmarsh.com | (928) 377-7668

COVER LETTER

Dear Directors,

As a proud Mohave County resident and active community leader, I am writing to express my interest in serving on the Mohave County Hospital District 1 Board. My background includes over 15 years in business management and operations, with the past several years focused entirely on strengthening the infrastructure, services, and opportunities within our county.

Prior to moving to Arizona, I developed a strong leadership foundation in Washington State. I owned and operated Northwest Professional IT, where I specialized in medical software and IT implementation for dental and family practices. I served as the General Manager and co-owner of Rod's Japanese Auto Care, one of ATI's top-performing shops in the country.

Additionally, I owned Studs Towing, a company focused on emergency call rotation and impound operations with full facility oversight. These roles shaped my ability to lead teams, manage logistics, and provide dependable service under regulatory scrutiny and real world pressure.

Since relocating to Mohave County in 2019, I have continued that same level of commitment through several roles that support and engage our local population. As Project Manager for Mohave Homes, I guided clients through every step of modular homebuilding on their land. I now own and operate the Red Vibe Lounge, previously known as the Red Cellar and Bistro, which has become a staple in Kingman's dining scene.

Most recently, I launched Studs Aviation, a private aircraft brokerage headquartered at the Kingman Airport. From procurement to client relations, every facet of this business was built with a focus on regional pride and long-term sustainability.

These efforts reflect not just business savvy, but a deep rooted investment in our region's growth and well being. I serve as a Director for Excellence in Traditional Education (ETE), supporting a classical, values-based education model for local families. I also previously served as Vice President of Friends of Mohave County Animal Shelter for over a year before stepping down in December 2024 to focus on the strategic launch of Studs Aviation.

Additionally, my recent campaign for Mohave County Supervisor gave me a front-row seat to the concerns, values, and hopes of our citizens. I believe the hospital board deserves members who are not only experienced in leadership, but deeply connected to the people they serve, and that is exactly the perspective I bring.

It would be an honor to serve on the Mohave County Hospital District 1 Board, and I appreciate your time and consideration.

Sincerely,
Logan Marsh

LOGAN MARSH

Kingman, Arizona

logan@loganmarsh.com | (928) 377-7668

PROFESSIONAL SUMMARY

Seasoned entrepreneur, executive, and civic leader with over 15 years of experience driving business operations, staff leadership, and community development. Proven ability to manage complex logistics, public-facing services, and regulatory compliance across multiple industries, including hospitality, aviation, automotive, real estate, and IT. Recognized for championing small business growth, advancing classical education, and leading values-based public advocacy in Mohave County and beyond.

PROFESSIONAL EXPERIENCE

Founder, Studs Aviation | Kingman, AZ (2024 to Present)

Founded Kingman's only private aircraft brokerage firm. Developed business from strategic planning and procurement to marketing, compliance, and client services. Built an aviation enterprise tailored to the needs of Mohave County's private sector.

Owner, Red Vibe Lounge (formerly Red Cellar & Bistro) | Kingman, AZ (2020 to Present)

Operate and manage a premier fine-dining lounge and event space in downtown Kingman. Led the transformation from Red Cellar to Red Vibe Lounge with expanded community events, improved service standards, and consistent brand growth.

Project Manager, Mohave Homes | Kingman, AZ (2020 to 2022)

Oversaw full-cycle modular home construction for landowners across Mohave County. Managed all coordination with contractors, inspectors, and buyers to ensure successful and timely project delivery.

Owner, Studs Towing | Whatcom County, WA (2017 to 2019)

Owned and operated a full-service towing and impound company serving municipal emergency call rotation. Managed yard operations, recovery services, dispatching, and government contract compliance.

General Manager & Co-Owner, Rod's Japanese Auto Care | Bellingham, WA (2008 to 2017)

Led operations for one of ATI's top-performing auto repair shops nationally. Directed service team performance, financial growth, customer satisfaction, and vendor negotiation across a decade of hands-on leadership.

Owner, Northwest Professional IT | Bellingham, WA (2007 to 2017)

Founded and managed a medical-focused IT company specializing in Apple-based EMR and dental system integration. Provided HIPAA-compliant software support, installations, and consulting for private practices throughout western Washington.

LEADERSHIP AND COMMUNITY INVOLVEMENT

Candidate for Mohave County Supervisor, District 4

Ran a bold and grassroots-driven campaign focused on transparency, economic liberty, and improving community services. Engaged with constituents, challenged the political status quo, and promoted practical local governance reforms.

Director, Excellence in Traditional Education (ETE)

Serve on the board of ETE, a nonprofit supporting classical education rooted in American values. Guide governance and accountability, protect nonprofit integrity, and support outreach to families seeking high academic standards.

Vice President (former), Friends of Mohave County Animal Shelter

Served for over a year supporting shelter operations, animal welfare initiatives, and fundraising. Stepped down in December 2024 to focus on launch planning and procurement for Studs Aviation.

SKILLS AND ATTRIBUTES

Business strategy • Community relations • Staff leadership • Public speaking • Budget planning • Crisis management • Nonprofit governance • Infrastructure development • Client services • Political advocacy

REFERENCES

Available upon request