

HOSPITAL DISTRICT NUMBER ONE OF MOHAVE COUNTY**3269 Stockton Hill Road****Kingman, Arizona 86409****AGENDA (JANUARY 13, 2026)**

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 Tuesday, January 13, 2026 at 4:00 p.m. The meeting will be held at the Kingman Regional Medical Center Mohave A/B Conference Room at 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 the Regular Session Minutes of August 5, 2025.

IV. FINANCIAL MATTERS AND REPORTS

- A. Discussion and possible action regarding the review and approval of insurance limits for KHI (compliance and other matters). Billy Neal presenting.
- B. Discussion and possible action regarding the Finance Report and Balance Sheet presented by KHI. Billy Neal presenting.
- C. Update, discussion and possible action regarding the AHCCCS Supplemental Payments for Graduate Medical Education. Billy Neal and Dave French presenting.
- D. Discussion and possible action regarding KHI rent payments to the Hospital District Board. Billy Neal presenting.

- E. Discussion and possible action regarding bylaws changes, review and approval. Katie Tacheron presenting.
- F. Discussion and possible action regarding Board Secretary position. Dave French presenting.
- G. Discussion and possible action regarding Officer elections. Dave French presenting.

V. NEW BUSINESS

- A. Discussion and possible action regarding payment to:
 - 1) Attorney Tom Price for \$1,677.05 for legal fees regarding his work with the Intergovernmental Agreement and overdue balance. Billy Neal presenting.
- B. Discussion and possible action regarding two (2) – Approximately twelve (12) month term vacancies (ending 2026) on Board of Hospital District Number One of Mohave County. Five (5) candidates under consideration for two (2) open positions. 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). Dave French presenting.

VI. KHI REPORT

- A. Discussion and possible action on KHI projects and activities presented by administrative staff.
 - 1) KRMC furniture project in beginning stages. Furniture must be logged as district property and all disposed items must be reported to the district. This investment exceeds \$250,000.00 so will need approval from the District Board. Heath Evans/Billy Neal presenting.

VII. OLD BUSINESS

VIII. 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 January 12, 2026 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 January 12, 2026, 4:00 p.m. in accordance with the statement filed by the Hospital District Number One of Mohave County. Dated this 6th day of January 2026.

Posted by Billy Neal

Billy Neal on behalf of:

David French

Chairman Hospital District Number One of Mohave County

Additional Meeting Resources:

Microsoft Teams Meeting Link –

[Hospital District Board Meeting | Meeting-Join | Microsoft Teams](#)

HOSPITAL DISTRICT NUMBER ONE OF MOHAVE COUNTY
3269 Stockton Hill Road
Kingman, Arizona 86409
Action Agenda August 5, 2025

The Governing Board of Hospital District Number One of Mohave County met in Regular Session on August 5, 2025, at 5:00 p.m. The meeting was held at the Kingman Regional Medical Center Mohave A and B, 3269 Stockton Hill Road, Kingman, Arizona.

<u>Members of the Public Present included:</u>	<u>KRMC Staff Present.</u>
Jeff Ryder	Allen Poston
Jacob Marsh	Chris Bennett
Teresa Boegler	Barry Moore
Logan Marsh	Josh Hoffman
Leanne Smith	Kevin Keener
	Heath Evans
	Cheryl Porter

I. CALL TO ORDER

Mr. French Called the meeting to order at 5:02 p.m.

II. ROLL CALL OF THE HOSPITAL DISTRICT BOARD MEMBERS

Board Members Present:

David French **Present**
Katie Tacheron **Present**
Dr. Carol Newmyer **Present**
Vacant
Vacant

III. CONSIDERATION AND APPROVAL OF MINUTES

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

Minutes were presented in the packet from the July 1, 2025, regular meeting.

Motion Dr. Newmyer Second Katie Tacheron, All in favor, Motion Carries 3/0

IV. FINANCIAL MATTERS AND REPORTS

A. Discussion and possible action regarding Engagement Letter for audit services FY25 (period ending June 30, 2025).

Engagement Letter was presented and was available in the packet. It was clarified that this engagement is for the Fiscal Year that just ended 6/30/25.

Motion to approve the engagement for the audit Dr. Newmyer, Second Katie Tacheron, All in favor, Motion Carries 3/0.

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

Mr. Moore presented the finance report and balance sheet, and the report was in the packet.

Motion made to accept the finances and balance sheet as presented Katie Tacheron, Second Dr. Newmyer, All in favor, Motion Carries 3/0

C. Discussion and possible action regarding FY2026 District Budget.

Mr. Moore presented the FY2026 Budget showing the monthly balances after the payments for the current APSI program.

Motion made to accept the FY2026 Budget Katie Tacheron, Second Dr. Newmyer, All in favor, Motion Carries 3/0.

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).

Mr. Keener presented the APSI program. He stated KRMC meets the requirements. The District Board voted to support the program for the upcoming year. The two letters outlining the funding schedules were presented in the packet.

Motion made by Dr. Newmyer, Second Katie Tacheron, All in favor, Motion Carries 3/0.

E. Discussion and possible action regarding Kingman Regional Medical Center's monthly rent.

After some discussion that the rent would have to be adjusted before the next fiscal year, no action was taken on this matter.

NEW BUSINESS

F. Discussion and possible action regarding approval of District Legal Services Invoice Mr. Tom Price.

Mr. Price's legal bill was included in the packet.

Motion made by Dr. Newmyer, Second Katie Tacheron, All in favor, Motion Carries 3/0.

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.

No action was taken on this matter but will be considered for next meeting or a special meeting will be convened to determine how to fill the open seats.

V. OLD BUSINESS

VI. ADJOURNMENT

Mr. French closed the meeting at 5:35 p.m.

Respectfully submitted by Cheryl Porter
Cheryl Porter, Interim Recording Secretary on behalf of:

David French
Chairman Hospital District Number One of Mohave County

**HOSPITAL DISTRICT NUMBER ONE
OF MOHAVE COUNTY
3269 STOCKTON HILL ROAD
KINGMAN, AZ 86409**

November 14, 2025

Mohave County Board of Supervisors
Post Office Box 7000
Kingman, AZ 86402

Reference: Annual Report and Budget

Ladies and Gentlemen,

In accordance with the Arizona Revised Statutes, we respectfully submit to you our report of the operations of the District for the 2026 Fiscal Year.

The following persons are members of the Board of Directors for the terms appearing opposite their respective names:

Name	Term Expiring	How Serving	Office Held
David French	November 2028	Elected	Chairman
Katie Tacheron	November 2028	Elected	Vice Chair
Carol Newmyer	July 2027	Elected	Director
Vacant	November 2026	TBD	
Vacant	November 2026	TBD	

The District's designated legal counsel is Thomas Price

The District's Operating Budget for FY2026 is attached as part of this annual report.

It appears to the Board of Directors that the District Does not have sufficient funds on hand to operate the District on a cash basis for the fiscal year ending June 30, 2026. The Board is not requesting any tax increases to fund the operations of the District.

Dated this ____ day of 2025

Respectfully submitted,

David French, Chairman

December 9, 2025

Hospital District Number one of Mohave County

RE: 2025-2026 Insurance Program for Kingman Healthcare Inc.

To Whom It May Concern:

Risk Program Administrators, acting as the Insurance Consultant for Kingman Healthcare Incorporated, has reviewed our client's current insurance coverage.

We hereby certify that the existing coverage limits meet the requirement under Section 6 of the District Lease, and all policies are placed with insurance companies authorized to do business in Arizona.

Sincerely,



Bryan Ritter, CRIS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/05/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff, a Marsh & McLennan Agency LLC Company 2000 International Park Drive Suite 600 Birmingham, AL 35243	CONTACT NAME: Leah Spangle ext. 9481	
	PHONE (A/C, No. Ext): 1-800-476-2211	FAX (A/C, No):
	E-MAIL: lspangle@mcgriff.com	
	ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :Arch Insurance Company	11150
INSURED Kingman Healthcare Incorporated dba Kingman Regional Medical Center 3269 N. Stockton Hill Road Kingman, AZ 86409	INSURER B :MagMutual Risk Retention Group, Inc. {16444}	
	INSURER C :MS Transverse Specialty Insurance Company {41807}	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGEs

CERTIFICATE NUMBER:B37ARHBK

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
A	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC						OTHER:	\$
	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			31CAB5350400	09/01/2025	09/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
B	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			HUL09121505 Retroactive Date: 09/01/2006	09/01/2025	09/01/2026	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE	OTHR
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
C	Excess Follow Form Liability			PPA0000105 Retroactive Date: 09/01/2006	09/01/2025	09/01/2026	Each Occurrence General Aggregate	\$ 5,000,000 \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is named as additional insured with respects to Automobile Liability and Excess Professional and General Liability as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Administration Hospital District Number One of Mohave County
3269 Stockton Hill Road
Kingman, AZ 86409

AUTHORIZED REPRESENTATIVE



EVIDENCE OF PROPERTY INSURANCE

B37ARHBK

DATE (MM/DD/YYYY)
09/05/2025

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY	PHONE (A/C, No. Ext):	1-800-476-2211	COMPANY		
McGriff, a Marsh & McLennan Agency LLC Company 2000 International Park Drive Suite 600 Birmingham, AL 35243 Leah Spangle ext. 9481			Fireman's Fund Insurance Company NAIC #21873 225 W. Washington Street, Suite 1800 Chicago, IL 60606-3484		
FAX (A/C, No.):	E-MAIL ADDRESS:	lspangle@mcfgriff.com			
CODE:	SUB CODE:				
AGENCY CUSTOMER ID #:					
INSURED Kingman Healthcare Incorporated dba Kingman Regional Medical Center 3269 N. Stockton Hill Road Kingman, AZ 86409			LOAN NUMBER	POLICY NUMBER USC007303250	
			EFFECTIVE DATE 09/01/2025	EXPIRATION DATE 09/01/2026	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
			THIS REPLACES PRIOR EVIDENCE DATED:		

PROPERTY INFORMATION

LOCATION/DESCRIPTION

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED

BASIC

BROAD

X

SPECIAL

COVERAGE / PERILS / FORMS			AMOUNT OF INSURANCE	DEDUCTIBLE
Blanket Real & Personal Property			\$34,955,202	\$25,000
Replacement Cost				
Blanket Business Income			\$206,570,770	24 Hours
Blanket Earth Movement			\$10,000,000	\$100,000
Blanket Flood			\$2,500,000	\$250,000

REMARKS (Including Special Conditions)

CANCELLATION

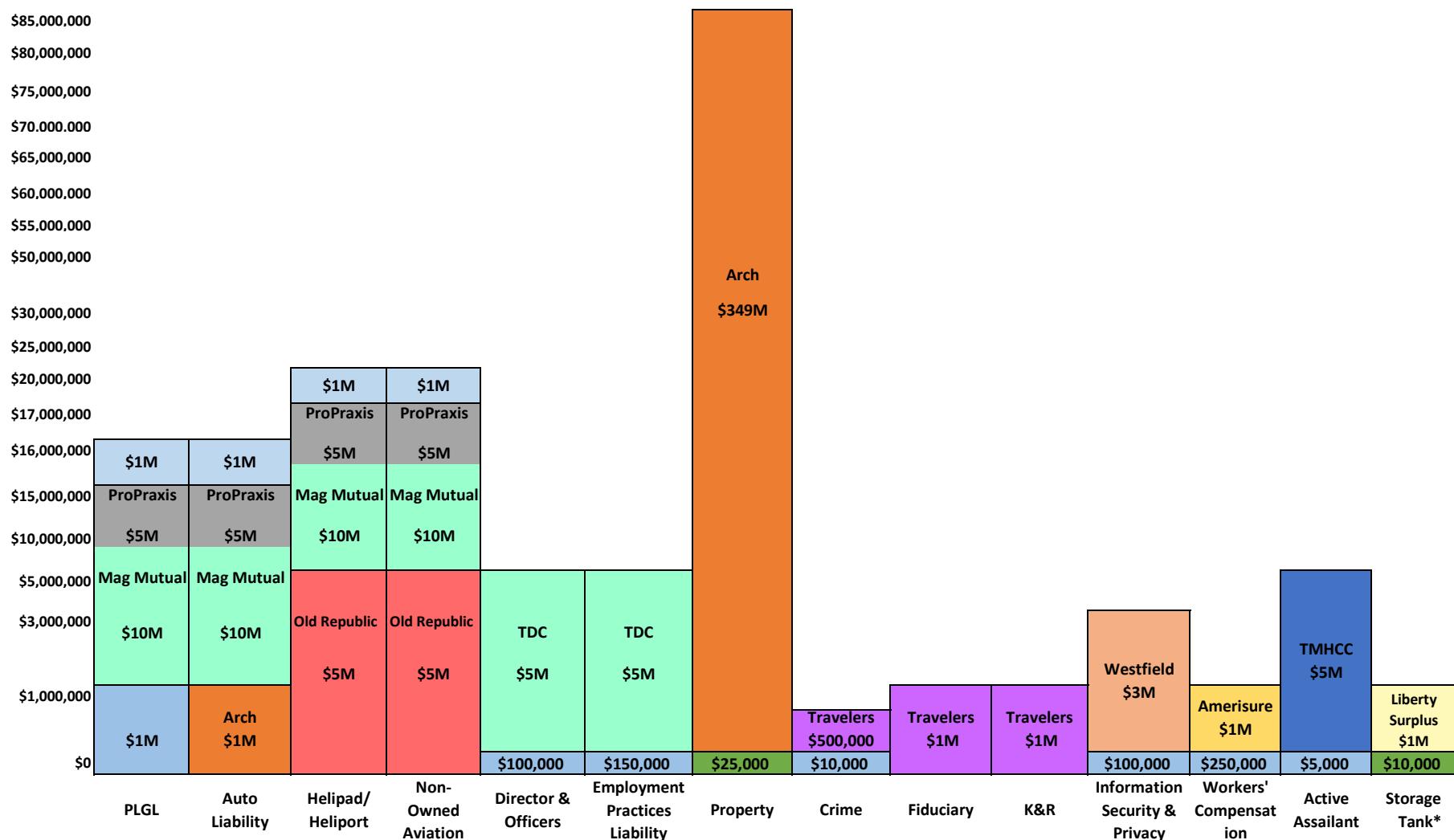
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS Administration Hospital District Number One of Mohave County 3269 Stockton Hill Road Kingman, AZ 86409	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	<input checked="" type="checkbox"/> LOSS PAYEE
	MORTGAGEE		
	LOAN #		
AUTHORIZED REPRESENTATIVE			

KINGMAN HEALTHCARE INSURANCE PROGRAM

September, 1 2025



NARIC provides 20% co-insurance for anti-trust and regulatory violations.

*Two older storage tanks have a \$100,000 deductible

Hospital District 1 of Mohave County

Balance Sheet Summary For Period End 11/30/2025

	Prior Fiscal Year Begin Balance	10/31/2025 Balance to Date	1/30/2025 Balance to Date	Fiscal Year Net Change	Last Year Year to Date
CURRENT ASSETS					
CASH	2,475,819	2,421,969	2,026,574	(449,246)	476,515
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	0	0	0	0
OTHER CURRENT ASSETS	33,132	33,706	33,471	339	4,340
TOTAL CURRENT ASSETS	2,508,951	2,455,675	2,060,045	(448,907)	2,296,255
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	(16,989,434)	(17,021,702)	(17,029,769)	(40,335)	(44,274)
PP&E NET	664,840	632,572	624,505	(40,335)	(44,274)
OTHER ASSETS					
RENT RECEIVABLE-KRMC	0	0	0	0	0
LEASE RECEIVABLES	9,758,994	9,494,648	9,428,354	(330,640)	(811,173)
TOTAL OTHER ASSETS	9,758,994	9,494,648	9,428,354	(330,640)	(832,283)
TOTAL ASSETS	12,932,785	12,582,895	12,112,904	(819,882)	1,419,698
LIABILITIES AND FUND BALANCE					
CURRENT LIABILITIES					
ACCOUNTS PAYABLE	1,976,093	3,153,038	2,657,608	681,515	1,815,400
ACCOUNTS PAYABLE IGA	0	0	0	0	0
CURR PORTION DEFERRED INCOME	13,350,641	12,905,619	12,794,364	(556,277)	(577,143)
DEFERRED INFLOW OF RESOURCES					
TOTAL CURRENT LIABILITIES	15,326,734	16,058,657	15,451,972	125,238	1,238,257
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	1,081,814	945,121	945,121	(181,440)
RETAINED EARNINGS	(2,602,561)	(2,602,561)	(2,602,561)	0	0
TOTAL LIABILITIES AND FUND BALANCE	12,932,786	12,582,895	12,112,903	(819,883)	1,419,697

**Hospital District 1 of Mohave County
Statement of Revenue and Expenses
AS OF PERIOD END 11/30/2025**

	1/1/30/2025 CURR MONTH	10/31/2025 PRIOR MONTH	CHANGE	CURRENT YEAR YTD	PRIOR YEAR YTD	YEAR TO DATE CHANGE
INCOME						
LEASE INCOME						
MISCELLANEOUS INCOME						
TOTAL INCOME	111,255	111,255	0	556,277	577,143	(20,866)
EXPENSES						
FEES-SECRETARY	0	0	0	0	0	0
FEES-LEGAL	0	0	0	8,246	416	7,830
FEES-AUDIT	0	0	0	0	0	0
ELECTIONS	0	0	0	115	0	115
OTHER PROFESSIONAL SERVICES	0	0	0	0	0	0
DEPRECIATION	8,067	8,067	0	40,335	44,274	(3,938)
COMMUNITY DONATIONS	0	0	0	1,630,795	544,610	1,086,185
OFFICE SUPPLIES	0	0	0	0	0	0
WEBSITE EXPENSES	0	0	0	0	0	0
TOTAL EXPENSES	8,067	8,067	0	1,679,491	589,300	1,090,192
OTHER INCOME						
LEASE INTEREST INCOME	33,471	33,706	(235)	169,698	193,166	(23,468)
INTEREST INCOME- INVESTMENT	0	0	0	0	0	0
EXPENSE REIMBURSEMENT-KRMC	0	0	0	8,361	416	7,945
GAIN/LOSS ON SALE OF ASSET	0	0	0	0	0	0
TOTAL OTHER INCOME	33,471	33,706	(235)	178,059	193,582	(15,523)
REALIZED GAIN/LOSS ON INVESTMENT	34	0	34	34	15	19
UNREALIZED GNL'S ON INVESTMENT	0	0	0	0	0	0
NET INCOME	136,693	136,894	(201)	(945,121)	181,440	(1,126,562)

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	0	0	0
OTHER CURRENT ASSETS	33,089	33,766	33,132	43	33,089
TOTAL CURRENT ASSETS	2,890,691	4,124,984	2,508,951	(381,740)	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)
P&E NET	765,582	672,907	664,840	(100,743)	(125,498)
OTHER ASSETS					
RENT RECEIVABLE-KRMC	21,110	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	12,932,785	(1,581,234)	(241,689)
LIABILITIES AND FUND BALANCE					
CURRENT LIABILITIES					
ACCOUNTS PAYABLE	1,350,649	0	1,976,093	(1,350,649)	374,087
ACCOUNTS PAYABLE IGA	0	907,700	0	1,976,093	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	15,326,734	124,660	(541,806)
OTHER LIABILITIES AND FUND BALANCE					
DEFERRED RENTAL INCOME	208,613	0	208,613	0	0
CONTRIBUTED CAPITAL	0	(1,041,053)	1,705,895	0	0
CHANGE IN NET ASSETS	(896,667)	(896,667)	(896,667)	0	(300,117)
RETAINED EARNINGS	0	0	0	0	0
TOTAL LIABILITIES AND FUND BALANCE	14,514,019	13,842,409	12,932,785	(1,581,235)	(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						
MISCELLANEOUS INCOME						
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	21,000	0	21,000	21,000	12,400	8,600
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	2,883,793	0	2,883,793	3,428,403	1,350,649	2,077,754
OFFICE SUPPLIES	0	0	0	0	364	(364)
WEBSITE EXPENSES	0	0	0	0	0	0
TOTAL EXPENSES	2,912,860	8,067	2,904,793	3,550,562	1,519,868	2,030,694
OTHER INCOME						
LEASE INTEREST INCOME						
INTEREST INCOME-INVESTMENT						
EXPENSE REIMBURSEMENT-KRMC						
GAIN/LOSS ON SALE OF ASSET						
TOTAL OTHER INCOME	50,484	33,753	16,731	459,459	475,734	(16,274)
REALIZED GAIN/LOSS ON INVESTMENT	2	49	(47)	66	85	(19)
UNREALIZED GNL'S ON INVESTMENT	0	0	0	0	0	0
NET INCOME	(2,746,945)	141,164	(2,888,109)	(1,705,895)	300,117	(2,006,011)

INTERGOVERNMENTAL AGREEMENT
(Agreement #YH26-0048-04)

This Intergovernmental Agreement (“Agreement”) is entered into by and between the **Arizona Health Care Cost Containment System (“AHCCCS”)**, the agency of the State of Arizona authorized to administer the Medicaid and behavioral health systems in the State of Arizona, and the **Hospital District No. One of Mohave County**, a political subdivision, tribal government, or public university.

Project Title: Supplemental Payments for Graduate Medical Education Programs

WHEREAS, A.R.S. § 36-2903.01(G)(9)(f), permits the Public Entity, as a political subdivision of the State of Arizona, a tribal government, or university under the jurisdiction of the Arizona Board of Regents, to contribute public funds to be used as the Non-Federal Share of supplemental Medicaid payments to hospitals with Graduate Medical Education (“GME”) programs, contingent upon the approval by AHCCCS and the Centers for Medicare and Medicaid Services; and,

WHEREAS, the Public Entity, is authorized to enter into this agreement under A.R.S. § 48-1907 et seq. and A.R.S. § 36-2903.01(G)(9)(f) and the laws 2010, Ch. 86 § Si and

WHEREAS, AHCCCS is authorized to make supplemental payments for GME under A.R.S. § 36-2903.01(G)(9); and

WHEREAS, AHCCCS and the Public Entity are authorized by A.R.S. § 11-952, as well as A.R.S. § 36-2903.01(G)(9), to enter into Intergovernmental Agreements to jointly exercise powers common to the parties or for cooperative action pertaining to reimbursement or advancements of public funds for services performed; 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 GME payments.

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:

Hospital District No. One of Mohave County


654249F620AB433...
Signature

11/26/2025

Date

David French
Printed Name

Chairman, Hospital District No. One of Mohave County
Title

AHCCCS

DocuSigned by:


6720D03F007E4A8...
Signature

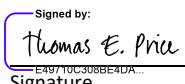
12/1/2025

Date

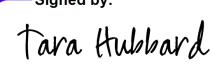
Megan LaPorte, CPPO, MSW
Printed Name

Chief Procurement Officer
Title

This Agreement has been reviewed by the undersigned attorney who has determined that this Agreement is in the appropriate form and is within the power and authority of the Public Entity.

Signed by:

 Thomas E. Price
 E4970C308BE4DA
 Signature
 Date 11/26/2025
 Printed Name Law Office of Thomas E. Price, P.C.
 Title Attorney

In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned General Counsel of the agency, who has determined that the Agreement is in the proper form and is within the powers granted under the laws of the State of Arizona to AHCCCS.

Signed by:

 Tara Hubbard
 F4A77E380A9447A...
 Signature
 Date 12/1/2025
 Printed Name
 Title AHCCCS Deputy General Counsel

TERMS AND CONDITIONS

1. **Definitions.** Unless otherwise defined in this Agreement, all terms have the same meaning as set forth in Title 36 of the Arizona Revised Statutes or Title 9, Chapter 22, of the Arizona Administrative Code (A.A.C.) as appropriate.
 - 1.1. **Agreement:** 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."
 - 1.2. **AHCCCS:** Arizona Health Care Cost Containment System, an agency of the State, which administers the Medicaid program under Title XIX of the Social Security Act and the Children's Health Insurance Program (CHIP) under Title XXI of the Social Security Act in Arizona.
 - 1.3. **C.F.R.:** Code of Federal Regulations – the official compilation of federal rules and requirements.
 - 1.4. **Public Entity: Hospital District No. One of Mohave County.**
 - 1.5. **CMS:** The Centers for Medicare and Medicaid Services, a federal agency within the U.S. Department of Health and Human Services.
 - 1.6. **Day:** A calendar day, unless specified otherwise.
 - 1.7. **Data:** means recorded information, regardless of form or the media on which it may be recorded. The term may include technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
 - 1.8. **Eligible Hospital(s):** Hospitals that AHCCCS has determined meet the requirements of Arizona Administrative Code, R9-22-712.05 for an "eligible health care facility" and that are listed in Attachment A to this Agreement.

- 1.9. FFP or Federal Financial Participation: 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.
- 1.10. GME Payments: a supplemental payment to an Eligible Hospital for Graduate Medical Education costs described in Arizona Administrative Code, R9-22-712.05 made by AHCCCS pursuant to the State Plan.
- 1.11. Service Year: the period from July 1, 2024 through June 30, 2025.
- 1.12. State: The State of Arizona.
- 1.13. State Plan: 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.
- 1.14. Non-Federal Share: 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 and any other federal law or regulation applicable to the permissibility of funding sources.

2. **Purpose.** The purpose of this Agreement is to set forth the procedures under which the Public Entity will, at its discretion and contingent upon AHCCCS and CMS approval, transfer public funds for use as the Non-Federal Share of GME Payments under this Agreement for Graduate Medical Education costs during the Service Year. It is the intent of the parties that the procedures herein fully comply with Federal and State laws, rules, and regulations.
3. **Eligibility Requirements.** Monies transferred by the Public Entity and claimed by AHCCCS as the Non-Federal Share of Medicaid expenditures under this Agreement may only be used for permissible GME Payments and distributed to Eligible Hospitals. AHCCCS will determine which Eligible Hospitals are eligible for GME Payments for GME costs during the Service Year and the amount of any distribution. Eligibility and distribution amount determinations for GME Payments will be consistent with applicable Federal and State statutes, regulations, rules, and the terms of the State Plan.
4. **AHCCCS Rights and Obligations.**
 - 4.1. Receipt and Distribution of Funds. Consistent with the State Plan, and State and Federal laws and regulations, AHCCCS will use the funds transferred by the Public Entity to claim FFP and distribute an amount equal to the sum of the Non-Federal Share transferred by the Public Entity under this Agreement and the corresponding FFP to Eligible Hospitals as GME Payments for hospital services provided during the Service Year in the amounts shown on Attachment A to this Agreement. Both the Non-Federal Share and the FFP under this Agreement may only be used for GME payments to Eligible Hospitals.
 - 4.2. AHCCCS Payment Recoupment from Eligible Hospital. AHCCCS, upon prior written notice to the Eligible Hospitals, will require Eligible Hospitals receiving GME payments as a result of this Agreement, to reimburse AHCCCS upon demand and, if not reimbursed upon demand, AHCCCS will deduct from any future payments from AHCCCS otherwise due to the Eligible Hospital(s) any amount:
 - 4.2.1 Received by the Eligible Hospital from AHCCCS as GME Payments that were based on inaccurate information provided by the Public Entity or the Eligible Hospital, that are found to be for an excluded expense, or that otherwise result in an inaccurate payment;
 - 4.2.2 Paid by AHCCCS for which an Eligible Hospital's books, records, and other documents are not sufficient to clearly confirm that the Eligible Hospital was entitled to the GME payments;
 - 4.2.3 Paid by AHCCCS for which the Public Entity's books, records, and other documents are not sufficient to clearly confirm that the funds transferred to AHCCCS are public funds which meet

the requirements of 42 C.F.R. Part 433, Subpart B and any other federal law or regulation applicable to the permissibility of funding sources;

4.2.4 Identified as a payment that may not be claimed for FFP as the result of a CMS financial management review, deferral, disallowance, or audit.

4.3. AHCCCS is responsible for satisfying CMS requirements regarding reporting, adjusting claims for or reimbursing FFP, as necessitated by a recoupment as noted in Section 4.2 of this Agreement, or applicable Federal laws, rules, and regulations. This provision does not relieve the Public Entity or an Eligible Hospital from their obligations under Section 4.2 or the obligations under Section 6 of this Agreement.

4.4. In the event AHCCCS recoups GME payments from an Eligible Hospital and subject to the Public Entity's obligations in Section 5.4, AHCCCS will promptly return to the Public Entity, without demand, that portion of the recoupment representing the Non-Federal Share contributed by the Public Entity under this Agreement. To the extent AHCCCS is obligated to reimburse CMS for FFP for GME payments (including any interest incurred as a result of an appeal of the disallowance), no portion of any amounts recouped from an Eligible Hospital will be returned to the Public Entity until CMS has been reimbursed for any amounts due to CMS for FFP for GME payments.

4.5. Eligible Hospitals will receive and retain one hundred percent (100%) of all GME payments.

4.6. As a condition of making GME payments, Eligible Hospitals will be required to enter into a separate written agreement (Attachment B, the Agreement to Reimburse Impermissible Graduate Medical Education payments) requiring the hospital refund GME payments in the event of a disallowance based on the impermissibility of the transferred funds.

5. The Public Entity's Rights and Obligations.

5.1. No later than June 1st of the year following the Service Year, the Public Entity shall transfer to AHCCCS the amount identified in Attachment A to this Agreement, which amount shall be used pursuant to Section 4.1 above. The Public Entity warrants that the Non-Federal Share transferred by the Public Entity to AHCCCS is derived from the public sources identified in Attachment A to this Agreement.

5.2. After receiving the funds transferred by the Public Entity under this Agreement, AHCCCS will make GME Payments to the Eligible Hospitals in the amounts shown on Attachment A to this Agreement pursuant to Section 4.1 hereof without any deductions or set offs. Payments will not be made after the time limits for AHCCCS to file claims for FFP set forth in 45 C.F.R. Part 95, Subpart A as interpreted by the United States Department of Health and Human Services Departmental Appeals Board. In the event AHCCCS cannot make GME Payments to an Eligible Hospital due to the time limit for claiming FFP, AHCCCS will promptly return to the Public Entity, without demand, the unexpended portion of the Non-Federal Share contributed by the Public Entity under this Agreement.

5.3. Within fifteen (15) days after the date of distribution of the GME payments to the Eligible Hospitals, AHCCCS will provide the Public Entity with a report showing the actual distribution of funds to the Eligible Hospitals.

5.4. In the event of a disallowance based on the impermissibility of the transferred funds and the failure of the Eligible Hospital to refund GME payments as required by Attachment B, AHCCCS shall make diligent efforts to recover the amounts due under Section 4.2 and Attachment B. If AHCCCS is unable to recover the total computable amount associated with such disallowance from the Eligible Hospital within twelve months of AHCCCS's demand for a refund (unless stayed as part of an administrative appeal related to such disallowance), the Public Entity shall, within 30 days of written demand from AHCCCS, make a

payment to AHCCCS equal to any difference between the amount not collected from the Eligible Hospital and the amount due to CMS as the result of the disallowance, including any interest incurred as a result of an appeal of the disallowance.

6. Compliance with Administrative Requirements for State Financial Participation.

- 6.1. Public Entity warrants that, consistent with 42 C.F.R. Part 433, Subpart B and any other federal law or regulation applicable to the permissibility of funding sources, 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.
- 6.2. Public Entity certifies that, consistent with 42 C.F.R. § 433.51(c) and any other federal law or regulation applicable to the permissibility of funding sources, 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 other federal funds.
- 6.3. 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 6.1 and 6.2.
- 6.4. If Public Entity fails to provide supporting documentation required in Section 6.3 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 6.1 or 6.2 of this agreement.
- 6.5. If any funds transferred by Public Entity are determined to be derived from provider-related donations or health care-related taxes, federal funds, or funds that otherwise do not meet the requirements of 42 C.F.R. Part 433, Subpart B or any other federal law or regulation applicable to the permissibility of funding sources, the Public Entity is responsible for making payment to AHCCCS under the terms of Section 5.4.
- 6.6. Reimbursement or payment by the Public Entity under Sections 6.4 or 6.5 does not relieve AHCCCS of its obligation under Section 4.2 of this Agreement to pursue recoupment from the Eligible Hospitals or its obligation under Section 4.4 to return to the Public Entity the Non-Federal portion of amounts recouped from the Eligible Hospitals.
- 6.7. 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.

7. General Provisions.

- 7.1. 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.
- 7.2. 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.

7.3. Contract Term. 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 commences when signed by both parties and continues through the conclusion of: (1) any payment reconciliations required by Federal or State law, or the State Plan applicable to GME Payments or (2) audits of GME payments as required by State or Federal law.

7.4. Compliance with Laws, Rules, and Regulations. AHCCCS, the Public Entity, Eligible Hospitals, 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.

7.4.1. 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 2023-01, incorporated into this Agreement by reference, as if set forth in full herein.

7.4.2. ADA. The parties shall comply with all applicable provisions of the Americans with Disabilities Act of 1990, as amended by the ADA Amendments Act of 2008 (together, "the Acts"), 42 U.S.C. 12101-12213, and all applicable federal regulations under the Acts, including 28 C.F.R. Parts 35 and 36.

7.5. 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.

7.6. 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.

7.7. Amendments. This Agreement, including its term, may be modified only through a duly authorized written amendment, executed with the same formality as the Agreement.

7.8. 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:

7.8.1 For AHCCCS:

Meggan LaPorte, Chief Procurement Officer
PROCUREMENT@azahcccs.gov

7.8.2 For the Public Entity:

David French, Chairman
Hospital District No. One of Mohave County
3269 Stockton Hill Road
Phone: 928-757-0602
Fax: 928-757-0604

7.8.3 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.

7.9 Termination. 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, agent 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.

7.10 Records. The Parties, including Eligible 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.

7.11 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.

7.12 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 bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

7.13 No Third-Party Beneficiaries. Nothing in the provisions of this Agreement is intended to (1) create duties or obligations to or rights in Eligible Hospitals 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 Eligible Hospitals or any other persons or entities not parties to this Agreement.

7.14 No Joint Venture. Nothing in this Agreement is intended to create a joint venture between or among the Parties, including the Eligible Hospitals, and it will not be so construed. Neither AHCCCS's 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.

7.15 Offshore Performance of Work involving Data is Prohibited. Any Services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to Data shall be performed within the defined territories of the United States.

7.16 Protection of State Cybersecurity Interests. The Public Entity shall comply with State Executive Order No. 2023-10, which includes, but is not limited to, a prohibition against (a) downloading and installing of TikTok on all State-owned and State-leased information technology; and (b) accessing TikTok through State information technology.

7.17 Certifications Required by State Law.

7.17.1 If Public Entity is a Company as defined in A.R.S. § 35-393, the Public Entity certifies that it is not currently engaged in a boycott of Israel as described in A.R.S. §§ 35-393 *et seq.* and will refrain from any such boycott for the duration of this Contract.

7.17.2 Public Entity further certifies that it shall comply with A.R.S. § 35-394, regarding use of the forced labor of ethnic Uyghurs, as applicable.

7.18 Availability of Funds for the Next State Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current State Fiscal Year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current State Fiscal Year until funds are made available for performance of this Contract.

7.19 Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these Materials or Services are not funded, the State may take any of the following actions:

- 7.19.1 Accept a decrease in price offered by the Public Entity.
- 7.19.2 Cancel the Contract.
- 7.19.3 Cancel the Contract and re-solicit the requirements.

7.20 Performance in Public Health Emergency. Public Entity warrants that it will:

- 7.20.1 Have in effect, promptly after commencement, a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum:
 - 7.20.1.1 Identification of response personnel by name;
 - 7.20.1.2 Key succession and performance responses in the event of sudden and significant decrease in workforce; and
 - 7.20.1.3 Alternative avenues to keep sufficient product on hand or in the supply chain.
- 7.20.2 Provide a copy of its current plan to State within three (3) business days after State's written request. If Public Entity claims relief under paragraph 6.4 [Force Majeure] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on the Public Entity having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.
- 7.20.3 A request from the State related to this paragraph 7.10 does not necessarily indicate that there has been an occurrence of force majeure, and the Public Entity will not be entitled to any additional compensation or extension of time by virtue of having to implement a plan.
- 7.20.4 Failure to have or implement an appropriate plan will be a material breach of contract.

7.21 Lobbying

- 7.21.1 Prohibition. Public Entity warrants that it will not engage in lobbying activities, as defined in 40 Code of Federal Regulations (CFR) part 34 and A.R.S. § 41-1231, *et seq.*, using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Public Entity's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety. The Public Entity shall implement and maintain adequate controls to assure compliance with above. The Public Entity shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.
- 7.21.2 Exception. This paragraph 7.21.1 does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

ATTACHMENT A

To The Intergovernmental Agreement between AHCCCS [The Arizona Health Care Cost Containment System Administration] and [insert name of Public Entity] [Public Entity].

Pursuant to the Agreement: (1) the Public Entity has designated the hospitals listed below as Eligible Hospitals, (2) the Public Entity has agreed to transfer public funds in the amount specified below as the Non-Federal Share of GME Payments to each Eligible Hospital; and AHCCCS has agreed to use the transferred funds to make the GME Payments specified below:

Eligible Hospital	Non-Federal Share	GME Payment
Kingman Healthcare Inc., dba Kingman Regional Medical Center	\$1,687,795.40	\$4,996,433.98
Totals:	\$1,687,795.40	\$4,996,433.98

Pursuant to the Agreement, the Public Entity warrants that the amounts transferred under the Agreement are derived from the following sources meeting the requirements of 42 C.F.R. Part 433, Subpart B and any other federal law or regulation applicable to the permissibility of funding sources:

Source	Amount
Lease Revenue by Hospital District	\$1,687,795.40
Total:	\$1,687,795.40

ATTACHMENT B**AGREEMENT TO REIMBURSE IMPERMISSIBLE GRADUATE MEDICAL EDUCATION PAYMENTS**

As a condition of receiving Graduate Medical Education (GME) Payments from AHCCCS under A.R.S. § 36-2903.01(G)(9)(f), 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 GME payments to the Hospital are either federal funds, provider-related donations, or health care-related taxes that are not permissible under 42 C.F.R. Part 433, Subpart B or any other federal law or regulation applicable to the permissibility of funding sources, the Hospital will, upon final exhaustion of any administrative appeal related to such disallowance:

- (1) refund to AHCCCS within 30 days of written demand an amount of the GME 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; and/or
- (2) permit AHCCCS to offset the amount referenced in (1), to the extent it is not refunded, from any amounts otherwise due to the Hospital.

DEFINITIONS. As used in this Agreement to Reimburse Impermissible Graduate Medical Education Payments ("Agreement"), the following terms have the following meanings:

AHCCCS: Arizona Health Care Cost Containment System, an agency of the State, which administers the Medicaid program under Title XIX of the Social Security Act and the Children's Health Insurance Program (CHIP) under Title XXI of the Social Security Act in Arizona.

CMS: The Centers for Medicare and Medicaid Services, a federal agency within the U.S. Department of Health and Human Services.

FFP or Federal Financial Participation: 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.

Governmental Entity: local, county, or tribal governments, or universities under the jurisdiction of the Arizona board of regents or other governmental entities that are legally qualified to participate in funding program expenditures pursuant to A.R.S. § 36-2903.01(G)(9)(f) and that have transferred funds to AHCCCS under that authority.

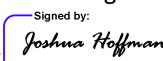
Hospital: the undersigned Hospital, including the hospital and its employed physicians.

Agreed to this _____ day of 11/26/2025, 2025 by:

Name: Joshua Hoffman

Title: Chief Financial Officer

On behalf of: Kingman Healthcare Inc.

Signed: 

Signed: Joshua Hoffman

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BYLAWS
OF
HOSPITAL DISTRICT NUMBER ONE OF MOHAVE COUNTY

ARTICLE I

The District

The District was established by an Order of the Board of Supervisors of Mohave County, Arizona, December 20, 1982. The District was established in accordance with the provisions of Arizona Revised Statutes 48-1907.

Article II

Directors

Section 1. Powers. The management and control of the District is vested in the Board of Directors. The Board shall serve without compensation except that the members may receive reimbursement for the necessary and actual expenses incurred while on District business as approved by the Board, and a statutory per diem when away from the District on business of the District. The Board may employ personnel necessary to conduct affairs of the District.

The Board of Directors may purchase surgical instruments, hospital equipment, ambulance equipment and other property and supplies necessary for equipping a hospital, urgent care centers, or combined hospital and ambulance service. The Board may purchase real property, and erect or rent and equip buildings or rooms necessary for the hospital. The Board of Directors shall lease the hospital as provided by statute provided that, when any bonded indebtedness of the District has been paid, the Board of Directors may lease the hospital and its equipment to any person or corporation for the purpose of conducting a health care facility upon such terms and conditions as the Board of Directors of the District deems to be beneficial to the District.

Section 2. Number and Qualifications. The number of directors shall be five. Each director must be a qualified elector and a resident real property owner within the District prior to assuming the office; and, must not be an elective or appointive state, county or city official.

Section 3. Term and Election.

a. Term. Directors shall serve a four-year term beginning on the first day of the month immediately following declaration of election to office.

b. Biennial Elections. Biennial elections shall be held on the second Tuesday in March of each even-numbered year for the purpose of electing directors to fill vacancies

resulting from the expiration of the terms of directors. If only one person files a nominating petition for an election to fill a position on the Board for which the term of office is to expire, the Board may cancel the election for that position and appoint the person who filed a nominating petition to fill the position.

Section 4. Vacancies. If at any time, by reason of death or resignation or failing to possess the qualifications of a director or other cause, there shall be a vacancy on the Board, a majority of the remaining directors may appoint a qualified person to fill the vacancy for the balance of the term.

Article III

Meetings

Section 1. Place of Meetings: Meetings of the Board of Directors shall be held at such places within the District as may be designated from time to time by the Board of Directors.

Section 2. Open Meeting. The Board of Directors is a public body subject to the provisions of the Arizona Open Meeting laws A.R.S. §38-431, et. seq. All official meetings at which any legal action is taken by the Board shall be public meetings, and all persons so desiring shall be permitted to attend and listen to the deliberations and proceedings.

Section 3. Notice of Meetings. The Board of Directors shall give public notice of all regular meetings by annually filing with the Clerk of the Board of Supervisors of Mohave County a statement stating where all notices of its meetings will be posted and shall give such additional public notice as is reasonable and practicable as to the time and place of all public meetings. These notices shall be posted within the boundaries of the District.

Section 4. Executive Sessions. An executive session of the Board of Directors may be held pursuant to the provisions of A.R.S. §38-431.03 and upon a majority vote of the members consisting of a quorum for the purpose set forth therein.

No executive session may be held for the purpose of taking any legal action involving a final vote or decision.

Minutes of executive sessions shall be kept confidential except from members of the Board of Directors or employees who are the subject of discussion or consideration at the session or as otherwise provided by law.

If an executive session is to be held, any notice of that meeting shall be given to the members of the Board and to the general public stating the specific provision of law authorizing such a session.

Section 5. Special Meetings. Meetings other than regularly scheduled meetings shall not be held without at least twenty-four hours' notice to the members of the governing body and the general public. In case of an actual emergency, a meeting may be held upon such notice as is appropriate to the circumstances.

Section 6. Quorum. Three members of the Board of Directors shall constitute a quorum for the transaction of business.

Section 7. Waiver of Notice. Attendance of a Director at any meeting shall constitute a waiver of notice of that meeting, except when the Director attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Any Director can waive notice of a meeting by signing a written waiver or consent. All such waivers or consents shall be filed with the District records.

Article IV

Officers

Section 1. Officers. The officers of the District shall consist of a Chairman and a Vice-Chairman, which the Board shall elect from its membership not later than sixty (60) days after the biennial election of Directors. In addition, the Board may appoint a Secretary who shall not be a member of the Board and who may be paid a salary fixed by the Board.

Section 2. Removal. All officers, agents and employees of Hospital District Number One of Mohave County are employees at will, subject to removal at any time by the affirmative vote of a majority of the Board of Directors.

(b) MUNI PREGON
Section 3. Chairman. The Chairman shall preside at all meetings for the directors. He may sign and execute all authorized contracts, agreements, documents or other instruments or applications in the name of the District. Subject to the direction of the Board of Directors, he shall have general charge of the business and affairs of the District. The Chairman shall do and perform such other duties and have such other power as from time to time may be assigned by the Board of Directors.

Section 4. Vice-Chairman. The Vice-Chairman shall, in the absence or disability of the Chairman, perform the duties and exercise the powers of the Chairman and shall perform such other duties as the Board of Directors shall prescribe.

Section 5. Secretary. The Secretary shall keep minutes of all Board meetings which shall be open to public inspection three (3) working days after the meeting except as otherwise special provided by law. The Secretary shall attend to the giving and service of all notices of the District. The Secretary shall attest all contracts authorized by the Board of Directors, and shall perform the duties usually pertaining to the office of Secretary and have such

other duties and powers as may be assigned from time to time by the Board of Directors. The Secretary does not have to be a member of the Board of Directors.

Section 6. Treasurer. The treasurer of Mohave County shall, by virtue of that office, be the treasurer of the District. The Treasurer shall keep all monies of the District in a separate fund, or upon direction of the Directors, in more than one separate fund, as provided by statute, and shall pay from such fund or funds on warrants drawn on the fund or funds. All monies collected on behalf of the District shall be remitted promptly to the Mohave County Treasurer for the account of the District.

Article V
General Provisions

Section 1. Conflict of Interest. The Board of Directors, officers and employees of the District shall be subject to the Arizona Conflict of Interest Statutes, A.R.S. §38-431, et. seq.

No contract or other transactions between the District and its directors or officers or any other corporation, firm, association or entity in which its directors or officers are members, trustees or officers or are financially interested is either void or avoidable because of the relationship or interest or because the director or officer is present at the meeting of the Board of Directors which authorizes, approves or ratifies such contract or transaction or because his or her votes are counted for such purpose, if any of the following apply:

(a) The fact of such relationship or interest is disclosed or known to the Board of Directors which authorizes, approves or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of those interested Directors.

(b) The fact of such relationship is disclosed or known to the members entitled to vote on the matter, and they authorize, approve or ratify the contract or transaction by vote or written consent.

(c) The contract or transaction is fair and reasonable to the corporation at the time the contract or transaction is authorized, approved or ratified in the light of circumstances known to those entitled to vote on the matter at that time.

(d) Interested directors or officers may be counted in determining the presence of a quorum at a meeting of the Board of Directors, or a committee of directors or members, which authorized, approved or ratified the contract or transaction.

Section 2. Books and Records. The District shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its Board of Directors. Books, records and minutes shall be in written form or in any other form capable of being converted into written form within a reasonable time. *4041455 of M. W. W.*

Section 3. Annual Report. Not later than July 15 of each year the Board of Directors shall furnish to the Mohave County Board of Supervisors a report of the operation of the District for the past year, together with an estimate in writing of the amount of money needed to be raised by taxation for all purposes required or authorized by law during the next fiscal year.

In addition, the Board of Directors shall cause to be timely filed with required officials such annual reports, budgets and audits as are required by state statute.

Section 4. Warrants, Contracts and Instruments. All warrants, contracts and instruments involving the payment of money, by or creating any obligation binding upon the District shall be signed by at least two members of the Board.

Section 5. Bonds. Bonds may be issued by the District to provide for the carrying out of any of the powers or purposes granted the District by law. The District shall not incur a bonded indebtedness exceeding ten percent of the assessed value of all taxable property in the District as shown by the latest assessment roll of Mohave County.

Article VI

Indemnification

Section 1. Indemnification in Actions by Third Parties. The District shall indemnify and hold harmless any director, officer, or employee of the District who was or is a party or is threatened to be made a party to any claims, cause of action, suit or proceeding, other than an action by or in the right of the District, by reason of the fact that he or she is or was a director, officer or employee of the District. This indemnification applies to all costs including attorneys' fees, and judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding. No indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for willful and wanton or gross negligence or misconduct in the performance of his or her duty to the District, unless and only to the extent that the court in which such action or suit was brought shall determine that such person is fairly and reasonably entitled to indemnity. The court in which any such action or suit was brought may determine that, in view of all circumstances of the case, indemnity for the amounts so paid in settlement is proper and may order indemnity for amounts so paid in settlement and for the expenses, including attorneys' fees, actually and reasonably paid in connection with such application.

Section 2. Indemnification Against Expenses. To the extent that a director, officer or employee of the District has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 of Article VI of these bylaws, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses, including costs, and attorneys' fees, incurred by him or her in connection therewith.

Section 3. Required Determinations. Any indemnification under Section 1 or 2 of Article VI of these bylaws, unless ordered by a court, shall be made by the District only as authorized in the specific case upon a determination that indemnification of a director, officer or employee is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Sections 1 and 2 of Article VI of these bylaws. Such determination shall be made by any of the following:

- (a) By the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to the action, suit or proceeding.
- (b) If such quorum is not obtainable, then in a written opinion of independent legal counsel appointed by a majority of the disinterested directors for that purpose.
- (c) If there are no disinterested directors, by the court or other body before which the action, suit or proceeding was brought or any court of competent jurisdiction upon the approval of an application by any person seeking indemnification, in which case indemnification may include the expenses, including costs and attorneys' fees, paid in connection with such application.
- (d) By the registered voters of the District.

Section 4. Advance of Expenses. Expenses, including attorneys' fees, incurred in defending a civil or criminal action, suit or proceeding may be paid by the District in advance of the final disposition of the action, suit or proceeding as authorized in the manner provided in Section 3 of Article VI of these bylaws.

Section 5. Other Indemnification. The intent of these bylaws is to provide the maximum indemnification to an officer and director or employee of the District as is possible. The indemnification provided in Article VI of these bylaws is not exclusive of any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of members or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer or employee and shall inure to the benefit of the heirs, executors, and administrators of such person. It is not the intent of these bylaws to limit the scope or applicability of the provisions of ARS 48-187, which provides immunity from civil liability to a person who, serves on the governing body of this District.

Section 6. Insurance. The District shall have power to purchase and maintain insurance on behalf of any person who is or was director, officer or employee of the District against any liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the corporation would have the power to indemnify him or her against such liability under Article VI of these bylaws.

Article VII

Dissolution

The District may be dissolved by the majority vote of all district taxpaying electors voting on the question of dissolution at a special election called to vote on the question. The election shall be called by the Mohave County Board of Supervisors upon application of the Board of Directors of the District or upon the filing of a petition signed by twenty-five percent of the electors of the District. If a district is dissolved, all property, buildings, equipment and other items owned by the district shall thereupon become the property of Mohave County.

Article VIII

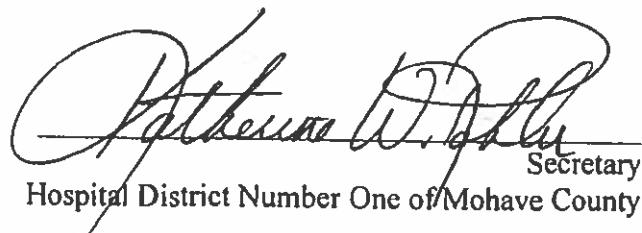
Amendment

These bylaws may be altered, amended or repealed by an affirmative vote of three-fifths (3/5) of the Directors then in office, as long as any such amendment would conform to the laws of the State of Arizona.

CERTIFICATE OF SECRETARY REGARDING BYLAWS

The undersigned hereby certifies that he or she is the duly appointed and acting secretary of Hospital District Number One of Mohave, and that the foregoing bylaws, consisting of eight (8) pages (exclusive of cover sheet, table of contents and this certification) were duly reviewed as of July 3, 2012 and that they constitute the bylaws of said District in effect as of this date.

Dated this 3rd day of July, 2012.



Katherine D. Dill
Secretary
Hospital District Number One of Mohave County

Previously reviewed and/revised: May, 2011; May, 2008; July 2007, July, 2006, May 3, 2005, March 2, 2004.

HOSPITAL DISTRICT POLICY

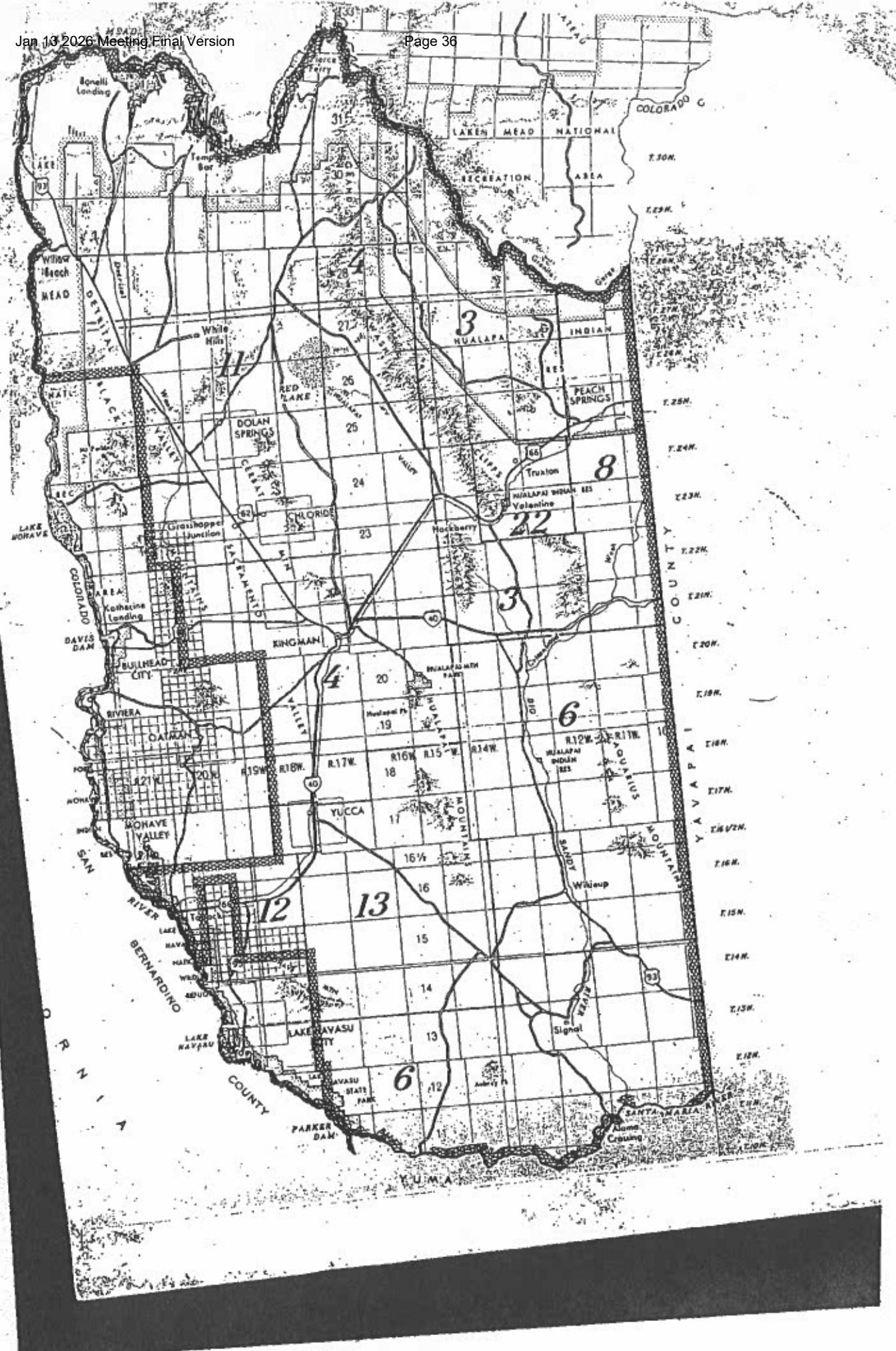
HD 101

GIFT POLICY

No elected member of the District Board shall accept any gift or remuneration of any type, from any party, other than meals served as part of their official duties or logo marketing items from Kingman Regional Medical Center. Nothing herein, however, shall preclude Board members from attending parties, picnics or similar occasions sponsored by Kingman Regional Medical Center or its employees, in recognition of the importance of a close and congenial working relationship between the Board and Kingman Regional Medical Center.

Daniel W. Wynkoop, Chairman

Adopted: November, 1999



DRAFT

HOSPITAL DISTRICT NUMBER ONE OF MOHAVE COUNTY PURPOSE, GOAL, AND OBJECTIVE STATEMENT

PURPOSE

Providing a commitment to maintaining hospital property as well as a commitment to maintaining a unified partnership with Kingman Healthcare, Inc., and Kingman Regional Medical Center that encompasses the different obligations of each entity.

GOAL

Ongoing collaboration with Kingman Healthcare, Inc., and Kingman Regional Medical Center to serve Mohave County residents and its visitors, educate the community as to the roles and responsibilities of each entity, and meet the public's healthcare needs thereby paving the way for a premiere level of quality patient care.

OBJECTIVE

To support transparency, continuity, and fiduciary responsibility between Kingman Healthcare, Inc., and Kingman Regional Medical Center enabling the management of a well-equipped and an efficient healthcare facility.

BYLAWS
OF
HOSPITAL DISTRICT NUMBER ONE OF MOHAVE COUNTY

ARTICLE I

The District

The District was established by an Order of the Board of Supervisors of Mohave County, Arizona, December 20, 1982. The District was established in accordance with the provisions of Arizona Revised Statutes 48-190~~et. 7~~

ARTICLE II

DIRECTORS

Section 1. Powers. The management and control of the District is vested in the Board of Directors. The Board shall serve without compensation except that members may receive reimbursement for the necessary and actual expenses incurred while on District business as approved by the Board, and a statutory per diem when away from the District on business of the District. The Board may employ personnel necessary to conduct affairs of the District.

~~The Board of Directors may purchase surgical instruments, hospital equipment, ambulance equipment and other property and supplies necessary for equipping a hospital, urgent care centers, or combined hospital and ambulance service.~~ The Board of Directors may purchase real property, and erect or rent and equip buildings or rooms necessary for the hospital. The Board of Directors shall lease the hospital as provided by per statute 48-1907 provided that, when any bonded indebtedness of the District has been paid, the Board of Directors may lease the hospital and its equipment to any person or corporation for the purpose of conducting a health care facility upon such terms and conditions as the Board of Directors of the District deems to be beneficial to the District.

Section 2. Number and Qualifications. The number of directors shall be five. Each director must be a qualified elector (Arizona Code Title 16 Article 1) and a resident real property owner within the District prior to assuming the office; and must not be an elected or appointed state, county or city official. All Board Members are required to have a clear understanding and knowledge of the Arizona Open Meeting Laws, Attorney General's Chapter 7, and A.R.S. Title 48 -1901 to 48-1919.

NEW NOTE/CAUTION: THE ADDITION OF "ALL BOARD MEMBERS, ETC. IS NOT SOMETHING THAT SHOULD BE PUT INTO ANY BYLAWS. THERE IS NO WAY TO MEASURE THIS PROPOSED ADDITION, WHICH CAN LEAD TO BOARD MEMBER BYLAWS NONCOMPLIANCE. SUCH A STATEMENT CAN BE INCORPORATED INTO A SEPARATE DOCUMENT OR AS PART OF A LETTER OF INTENT WHEN APPLYING FOR A VACANT BOARD POSITION. THEREFORE, IT IS RECOMMENDED THAT THIS STATEMENT BE REMOVED AS A BYLAW ADDITION.

Section 3. Term and Election.

a. Term. Directors shall serve a four-year term beginning on the first day of the month immediately following declaration of election to office, ~~, or until a successor has been qualified~~ ?

b. Biennial Elections. Biennial elections ~~and/or appointments shall be held on either the fourth Tuesday in February, the second Tuesday in June or the first Tuesday after the first Monday in November, on every even numbered year for the purpose of electing directors to fill vacancies resulting from the expiration of the terms of directors of the Board of Directors shall be as follows:~~

(1) Elected. Board of Director elections shall occur during the general election cycle in even numbered years.

(2) Appointed. The current Board of Directors shall appoint a qualified successor, as defined in these bylaws Article II Section 2, and shall serve the remaining term of the vacancy they are fulfilling. Vacancy

If only one person files a nominating petition for an election to fill a position on the Board for which the term of office is to expire, the Board may cancel the election for that position and appoint the person who filed a nominating petition to fill the position.

Section 4. Vacancies. If at any time, by reason of death or resignation or failing to possess the qualifications of a director or other case, there shall be a vacancy on the Board, a majority of the remaining directors may appoint a qualified person to fill the vacancy for the balance of the term. The individual(s) to be considered for the appointed position(s) on the Board must submit a letter of intent to the current Board of Directors. The vacant position(s) must be advertised to the public via the newspaper(s) and/or the Hospital District webpage. No

ARTICLE III

MEETINGS

Section 1. Place of Meetings: Meetings of the Board of Directors shall be held at such places within the District as may be designated from time to time by the Board of Directors.

Section 2. Open Meetings. The Board of Directors is a public body subject to the provisions of the Arizona Meeting Laws A.R.S. §38-431, et. seq. All official meetings at which any legal action is taken by the Board shall be public meetings, and all persons so desiring shall be permitted to attend and listen to the deliberations and proceedings.

Section 3. Notice of Meetings. The Board of Directors shall give public notice of all regular meetings by annual filing with the Clerk of the Board of Supervisors of Mohave County a statement stating where all notices of its meetings will be posted and shall give such additional public notice as is reasonable and practicable as to the time and place of all public meetings. These notices shall be posted within the boundaries of the District and on the District's webpage.

Section 4. Executive Sessions. An executive session of the Board of Directors may be held pursuant to the provisions of A.R.S. §38-431.03 and upon a majority vote of the members consisting of a quorum for the purpose set forth therein.

No executive session may be held for the purpose of taking any legal action involving a final vote or decision.

Minutes of executive sessions shall be kept confidential except from members of the Board of Directors or employees who are the subject of discussion or consideration at the session or as otherwise provided by law.

If an executive session is to be held, any notice of that meeting shall be given to the members of the Board and to the general public stating the specific provision of law authorizing such a session.

Section 5. Special Meetings. Meetings other than regularly scheduled meetings shall not be held without at least twenty-four hours' notice to the members of the governing body and the general public. In case of an actual emergency, a meeting may be held upon such notice as is appropriate to the circumstances.

Section 6. Quorum. Three members of the Board of Directors shall constitute a quorum for the transaction of business.

Section 7. Waiver of Notice. Attendance of a Director at any meeting shall constitute a waiver of notice of that meeting, except when the Director attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Any Director can waive notice of a meeting by signing a written waiver or consent. All such waivers or consents shall be filed with the District records.

Article IV

Officers

Section 1. Officers. The officers of the District shall consist of a Chairman and a Vice-Chairman, which the Board shall elect from its membership not later than sixty (60) days after the biennial election of Directors, which shall occur at the first meeting of the new year. In addition, the Board may appoint a Secretary who shall not be a member of the Board and who may be paid a salary fixed by the Board. NOTE: Line 2, after the word "shall," the sentence will remain as written until attorney clarification can be obtained to ascertain whether or not the verbiage must be verbatim according to Title 48-1908e or if current wording meets the intent of the statute. Proposed wording: after the word "shall" delete the word "elect" and insert "meet and reorganize by electing....."



NEW NOTE: THE PROPOSED WORDING IN THIS SECTION DOES NOT NEED TO BE VERBATIM AS WRITTEN IN TITLE 48. THE INTENT OF THE ARIZONA STATUTE WOULD BE BETTER STATED AND CLARIFIED AS FOLLOWS:

The Officers of the District shall consist of a chairman and vice chairman who shall each serve in such a capacity for 2 years. Not later than sixty (60) days at the end of each officer's 2-year term, the Board shall meet and elect, from its membership, a chairman and vice chairman.

Section 2. Removal. All officers, ~~agents and employees~~ of Hospital District Number One of Mohave County are ~~employees~~ at will, subject to removal at any time by the affirmative vote of a majority of the Board of Directors.

*No
Reason*

NEW NOTE: SINCE THIS SECTION APPLIES ONLY TO OFFICERS, THE TERMS AGENT AND EMPLOYEE SHOULD BE REMOVED.

Person on chair

Section 3. Chairman. The Chairman shall preside at all meetings for the directors. He or she may sign and execute all authorized contracts, agreements, documents, legal consultation or other instruments or applications in the name of the District. Subject to the direction of the Board of Directors, he or she shall have general charge of the business and affairs of the District. The Chairman shall do and perform such other duties and have such other power as from time to time may be assigned by the Board of Directors.

NEW ADDITION: ADDED THE WORDS LEGAL CONSULTATION.

Section 4. Vice Chairman. The Vice-Chairman shall, in the absence or disability of the Chairman, perform the duties and exercise the powers of the Chairman and shall perform such other duties as the Board of Directors shall prescribe.

NOTE: One Board Member suggested changing "Chairman" to "Chairperson." Further discussion to ensue when requesting Board Member is present.

or chair

Article V

Ancillary Positions

Section 5 1. Secretary/Custodian of Records. The Secretary shall keep minutes of all Board meetings, which shall be open to public inspection three (3) working days after the meeting except as otherwise special specifically provided by law. The Secretary shall attend to the giving and service of all notices of the District. The Secretary shall attest all contracts authorized by the Board of Directors and shall perform the specific Board-related secretarial duties usually pertaining to the office of Secretary and have such other duties and powers as may be assigned from time to time by the Board of Directors. The Secretary may be does not have to be a member of the Board of Directors. However, the Board may appoint a Secretary who shall not be a member of the Board but may be paid a salary fixed by the Board.

X.1

Section 6 2. Treasurer. The Treasurer of Mohave County shall, by virtue of that office, be the Treasurer of the District, and non-voting member of the Board. The Treasurer shall keep all monies of the District in a separate fund, or upon direction of the Directors, in more than one separate fund, as provided by statute, and shall pay from such fund or funds on warrants drawn on the fund or

funds. All monies collected on behalf of the District shall be remitted promptly to the Mohave County Treasurer for the account of the District.

Article VI

General Provisions

Section 1. Conflict of Interest. The Board of Directors, officers and employees of the District shall be subject to the Arizona Conflict of Interest Statutes, A.R.S. §~~38-431~~ 38-501, et. seq.

No contract or other transactions between the District and its directors or officers or any other corporation, firm, association or entity in which its directors or officers are members, trustees or officers or are financially interested in either void or voidable because of the relationship or interest or because the director or officer is present at the meeting of the Board of Directors, which authorizes, approves or ratifies such contract or transaction or because his or her votes are counted for such purpose, if any of the following apply:

- (a) The fact of such relationship or interest is disclosed or known to the Board of Directors which authorizes, approves or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of those interested Directors.
- (b) The fact of such relationship is disclosed or known to the members entitled to vote on the matter, and they authorize, approve or ratify the contract or transaction by vote or written consent.
- (c) The contract or transaction is fair and reasonable to the corporation at the time the contract or transaction is authorized, approved or ratified in the light of circumstances known to those entitled to vote on the matter at that time.
- (d) Interested directors or officers may be counted in determining the presence of a quorum at a meeting of the Board of Directors, or a committee of directors or members, which authorized, approved or ratified the contract or transaction.

Section 2. Books and Records. The District shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its Board of Directors. Books and records and minutes shall be in written form or in any other form capable of being converted into written form within ~~a reasonable time~~ five (5) business days.

~~10~~

Section 3. Annual Budget Report. Not later than July ~~15~~ 10 of each year the Board of Directors shall furnish to the Mohave County Board of Supervisors a report of the operation of the District for the past year, together with an estimate in writing of the amount of money needed to be raised by taxation for all purposes required or authorized by law during the next fiscal year.

Section 4. Annual Report. The secretary or other officer of the District Board shall submit an annual report within two hundred forty days (240) of the close of the District's fiscal year to the clerk of the Board of Supervisors in which the District is located.

NEW NOTE: IN SECTION 3, THERE ARE DELETIONS AND ADDITIONS.

In addition, the Board of Directors shall cause to be timely filed with required officials such annual reports, budgets and audits as are required by state statute.

Section 4.5 Warrants, Contracts and Instruments. All warrants, contracts and instruments involving the payment of money, by or creating any obligation binding upon the District shall be signed by at least two members of the Board.

Section 5.6 Bonds. Bonds may be issued by the District to provide for the carrying out of any of the powers or purposes granted the District by law. The District shall not incur a bonded indebtedness exceeding ten percent of the assessed value of all taxable property in the District as shown by the latest assessment roll of Mohave County.

NEW NOTE: NUMBERING CHANGES TO SECTIONS.

Section 7. Code of Conduct. ~~Board members are expected to exercise the duties and responsibilities of their positions with integrity, collegiality, and professionalism. This includes, but not limited to:~~

- (a) Making attendance at all meetings of the Board a high priority.
- (b) Being prepared to discuss the issues and business on the agenda and having read all background material relevant to the topics at hand.
- (c) Cooperating with and respecting the opinions of fellow Board members, guests, public attendees and leaving Personal prejudices out of all Board discussions, as well as respecting actions of the Board even when the Board member personally does not support the action(s) taken.
- (d) Putting the interests of the Board above personal interests.
- (e) Representing the Board in a positive, supportive, and respectful manner at all times and in all places and/or situations.
- (f) Showing respectful and courteous conduct at all Board and committee meetings.

All members of the Board have a right to speak to the general membership during a meeting, however, this is only after being recognized by the Chairman.

Disruptive Behavior by any member of the Board is unacceptable.

Behavior that is considered disruptive is any and all behavior that disrupts the normal flow of a meeting in a negative manner, to include but not limited to:

- (a) Shouting or speaking without prior recognition by the Chairman.
- (b) Rude or obnoxious sounds, gestures, or language.
- (c) Inappropriate touching or shoving any Board member, public attendee, or guest.

Article ~~4~~ VIIIndemnification

Section 1. Indemnification in Actions by Third Parties. The District shall indemnify and hold harmless any director, officer, or employee of the District who was or is a party or is threatened to be made a party to any claims, cause of action, suit or proceeding, other than an action by or in the right of the District, by reason of the fact that he or she is or was a director, officer, or employee of the District. This indemnification applies to all costs including attorney's fees, and judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding. No indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for willful and wanton or gross negligence or misconduct in the performance of his or her duty to the District, unless and only to the extent that the court in which such action or suit was brought shall determine that such person is fairly and reasonably entitled to indemnity. The court in which any such action or suit is brought may determine that, in view of all circumstances of the case, indemnity for the amounts so paid in settlement is proper and may order indemnity for amounts so paid in settlement and for the expenses, including attorney's fees, actually and reasonably paid in connection with such application.

Section 2. Indemnification Against Expenses. To the extent that a director, officer, or employee of the District has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 of Article ~~VI~~ VII of these bylaws, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses, including costs, and attorney's fees, incurred by him or her in connection therewith.

Section 3. Required Determination. Any indemnification under Section 1 or 2 of Article ~~4~~ VII of these bylaws, unless ordered by a court, shall be made by the District only as authorized in the specific case upon a determination that indemnification of a director, officer or employee is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Sections 1 and 2 of Article ~~4~~ VII of these bylaws. Such determination shall be made by any of the following:

- (a) By the Board of Directors by a majority vote of a quorum consisting of directors who were parties to the action, suit or proceeding.
- (b) If such a quorum is not obtainable, then in a written opinion of independent legal counsel appointed by a majority of the disinterested directors for that purpose.
- (c) If there are no disinterested directors, by the court or other body before which the action, suit or proceeding was brought or any court of competent jurisdiction upon the approval of an application by any person seeking indemnification, in which case indemnification may include the expenses, including costs and attorney's fees, paid in connection with such application.

Code of Conduct

All board members and employees of the Hospital District One of Mohave County act with honesty, integrity and transparency in all their dealings with each other and as representatives of the organization. The organization promotes a working environment that values respect, fairness, integrity and collaboration.

1. Making attendance at all meetings of the Board a high priority
2. Being prepared to discuss the issues and business on the agenda and having read all background material relevant to the topics at hand.
3. If you are unable to attend a Board meeting you must notify the Chairman prior to the meeting.
4. All Board Members and employees are required to read the Arizona Open Meeting Laws, Attorney General's Chapter 7, and A.R.S. Title 48-1901 thru 48-1919.
5. You must set up a ~~separate email~~ account for all Board communications per Attorney.
6. The Board is a Nonpartisan Board so you cannot wear Political clothing or display any political images at Board meetings.
7. Cooperating with and respecting the opinions of fellow Board members, guests, public attendees and leaving personal prejudices out of all Board discussions, as well as respecting actions of the Board even when the Board member personally does not support the action(s) taken.
8. Putting the interest of the Board above personal interests.
9. Representing the Board in a positive, supportive, and respectful manner at all times and in all places and/or situations.
10. Showing respectful and courteous conduct at all Board and committee meetings.

All members of the Board have a right to speak to the general membership during a meeting, however, this is only after being recognized by the Chairman.

Behavior that is considered disruptive is any and all behavior that disrupts the normal flow of a meeting in a negative manner, to include but not limited to:

1. Shouting or speaking without prior recognition by the Chairman.
2. Rude or obnoxious sounds, gestures, or language.
3. Inappropriate touching or shoving any Board member, public attendee, or guest.

Consequences for Violating any of the above items:

1. Board members assume fiduciary duties. This means that directors have an ethical and legal responsibility to put the organization's interests above their own, and exercise care, skill, and diligence in their role as a board member. The failure of directors to consistently attend board and committee meetings can lead to this breach of duty. An absent member simply cannot perform their mandated duties. Therefore, missing three meetings a year will constitute a vacancy on the board.

2. All other violations will constitute a verbal warning for the first offense, a notice of warning or written warning for second offense and if the behavior continues, the Board will vote to remove that director or employee.
3. Each Board member and employee will be required to sign: Code of Conduct, Conflict of interest and the Mohave County Loyalty Oath. Anyone who fails to sign any of these forms will constitute a vacancy on the board or in that position.

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(d) By the registered voters of the District.

Section 4. Advance of Expenses. Expenses, including attorney's fees, incurred in defending a civil or criminal action, suit or proceeding may be paid by the District in advance of the final disposition of the action, suit or proceeding as authorized in the manner provided in Section 2 of Article ~~VI~~ VII of these bylaws.

Section 5. Other Indemnification. The intent of these bylaws is to provide the maximum indemnification to an officer and director or employee of the District as is possible. The indemnification provided in Article ~~VI~~ VII of these bylaws is not exclusive of any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of members or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer or employee and shall inure to the benefit of the heirs, executors, and administrators of such person. It is not the intent of these bylaws to limit the scope or applicability of the provisions of A. R. S. §48-187, which provides immunity from civil liability to a person who serves on the governing body of this District.

Section 6. Insurance. The District shall have power to purchase and maintain insurance on behalf of any person who is or was director, officer or employee of the District against any liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the corporation would have the power to indemnify him or her against such liability under Article ~~VI~~ VII of these bylaws.

NOTE: Ask attorney if wording can be less legalese and more simplified English.

Article ~~VII~~ VIII

Dissolution

The District may be dissolved by the majority vote of all district taxpaying electors voting on the question of dissolution at a special election called to vote on the question. The election shall be called by the Mohave County Board of Supervisors upon application of the Board of Directors of the District or upon the filing of a person signed by twenty-five percent of the electors of the District. If a district is dissolved, all property, buildings, equipment, and other items owned by the district shall thereupon become the property of Mohave County.

Article ~~VIII~~ IX

Gift Policy

No elected and/or appointed member of the District Board shall accept any gift or remuneration of any type, from any party, other than meals served as part of their official duties or logo marketing items from Kingman Regional Medical Center. Nothing herein, however, shall preclude Board members from attending parties, picnics or similar occasions sponsored by Kingman Regional Medical Center or its employees, in recognition of the importance of a close and congenial working relationship between ~~the~~ Board of Kingman Healthcare, Inc. Kingman Regional Medical Center.

Article X

Amendment

These bylaws may be altered, amended, or repealed by an affirmative vote of three-fifths (3/5) of the Directors then in office, as long as any such amendment would conform to the laws of the State of Arizona.
Review and/or revision of these bylaws shall occur biennially.

Section 4. Executive Sessions. An executive session of the Board of Directors may be held pursuant to the provisions of A.R.S. §38-431.03 and upon a majority vote of the members consisting of a quorum for the purpose set forth therein.

Notification of Warning

Violation?

Date of Corrective Action: _____

Date Voted off the Board: _____


Board Members/Agent/Employees Name: _____

Title: _____

Reason for Corrective Action:

Documentation/Details/Dates:

The following steps need to be taken to correct deficiencies:

Consequences of further behavior/performance:

Board Member/Agent/Employees Comments:

Signature: _____

Date: _____

Chairman Name: _____

Date: _____

Chairman Signature: _____

Signature of Board Member, Agent and/or employee signifies that the warning has been read and does not necessarily indicate agreement with its contents. Comments may be continued on the reverse side or on an additional piece of paper.

HOSPITAL DISTRICT NUMBER ONE OF MOHAVE COUNTY
3269 Stockton Hill Road
Kingman, Arizona 86409
Special Bylaws Minutes July 22, 2025

The Governing Board of Hospital District Number One of Mohave County met in Special Session on July 22, 2025, at 12:45 p.m. The Bylaws meeting was held at the Kingman Regional Medical Center Board Room, 3269 Stockton Hill Road, Kingman, Arizona. The following topics were discussed.

I. CALL TO ORDER

Meeting called to order by Vice Chair Tacheron at 12:46p.m.

II. ROLL CALL OF THE HOSPITAL DISTRICT BOARD MEMBERS

The following Board Members were in attendance:

Mr. Dave French Present
Ms. Katie Tacheron Present
Ms. Carol Newmyer Present

Also in attendance via Teams is the District Board Attorney, Mr. Tom Price.

Members of the Community in attendance include Teresa Boegler, Logan Marsh, and Jacob Marsh. All guests introduced themselves.

III. CONSIDERATION AND APPROVAL OF MINUTES

A. None

IV. NEW BUSINESS

A. Reviewed Hospital District Number One of Mohave County Bylaws and make recommendations for modification to Hospital District Number One Mohave County Full Board:

1. Motion made by Mr. French to include lawyer, second by Ms. Tacheron. All three members in favor.
2. Discussion held regarding statutes 1901 vs 1907. Mr. Price explained the purpose of each. Motion made by Ms. Newmyer to keep 1907 as in current version, second by Mr. French. All members in favor.
3. Previous section 1. Powers, reviewed with suggested changes. After discussion and explanation from Mr. Price, the decision was made to not add draft language. Mr. French motioned to add language to the end of paragraph 2 to say, "and honors the lease." Ms. Newmyer seconded. All members in favor.
4. Section 3. Ms. Tacheron motioned to strike out, "or until a successor has been qualified." Motion seconded by Mr. French. All members in favor.

5. Section 3. #2. Ms. Tacheron motioned to add language, "In the event there is a vacancy," after the word "Appointed." Second by Mr. French. All members in favor.
6. Section 4. Vacancies. Motion made by Mr. French to strike language that says must be, "advertised to the public via newspaper(s)," and modify language from "Hospital District webpage" to "Hospital District website."
7. Mr. Price gave opinion on each elected body via the election process. Must remove via statutes, even if not doing their job. Other recourse but the Board does not have authority to remove a member. A question was asked by Ms. Newmyer if there is a statute. Mr. Price confirmed that there is. If convicted of a felony or absent 3 months there is a statute about withholding pay. District Board Members are not paid so this does not apply to this situation. To remove a person, there must be a recall election.
8. Article II. Section 3. Add, "and on the District website." Ms. Tacheron made a motion to add. Second by Ms. Newmyer. All members in favor.
9. Section 6. Mr. Price will draft the language to match the relevant statute.
10. Article IV. Section 1.
 - a. Add language after the biennial election of the Directors, "which shall occur at the first meeting of the new year." Ms. Tacheron motioned. Mr. French seconded and all members were in favor.
 - b. The group decided to use the draft language provided by the previous District Board attorney at the top of page 4.
11. Section 2. Removal. Remove agents and employees. Motion Ms. Tacheron, second Ms. Newmyer. All in favor.
12. Section 3. Chairman. Add the following to the beginning. "The chairman may consult legal counsel.chris"
13. Discussion was held regarding Board members meeting outside of the larger Board and Ms. Newmyer asked what the recourse was if the Chairman is doing something against open meeting law. She asked who can that person go to. The recommendation by Mr. Price was that the concern regarding potential violations should be placed on the agenda and discussed in the next District Board meeting. He also reminded the group that two members and the attorney constituted a quorum.

Mr. Price left the meeting at 1:24 p.m.

14. Discussion was held regarding the handling of activity that was the concern by other members. Ms. Newmyer further stated that in the past it was problematic that the Board was not able to discuss items unless it was on the agenda. Ms. Tacheron asked Ms. Newmyer to draft thoughts on this language for future discussion and consideration.
15. Article V Ancillary Positions was added/moved. Language was added after shall perform, "specific Board related secretarial duties"and powers.... Duties were added to include secretary is the custodian of all District related emails. Ms. Tacheron motioned; DF seconded. All members in favor.
16. Article VI. Section 2. Board chair will check with Mr. Price regarding scope of Mohave County Treasurer.

17. The previous board had considered adding a Code of Conduct section. Discussion was held. Ms. Newmyer motioned not to add the section. Second by Mr. French. All members in favor.

V. OLD BUSINESS

- A. None

VI. ADJOURNMENT

The meeting was adjourned at 2:02 p.m.

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 July 21, 2025, 12:45 p.m. posting on their public information board. Also, notice will be posted at 3269 Stockton Hill Road (Main Entrance to KRM) in Kingman, Arizona no later than July 21, 2025, 12:45pm in accordance with the statement filed by the Hospital District Number One of Mohave County.

Dated this July 21, 2025

Posted by Cheryl Porter
Cheryl Porter on behalf of:

David French
Vice Chair Hospital District Number One of Mohave County

Katie Tacheron
Bylaws Chair Hospital District Number One of Mohave County

Proposed changes to the Hospital District Number One of Mohave County Board Bylaws:

Article III

Section 6. Quorum. The majority of the sitting Board of Directors shall constitute a quorum.

In regards to setting agenda items, Mohave County Rules of Order, https://www.mohave.gov/media/lcihllqj/rules-of-order_adopted-03032025_final.pdf might be a helpful resource. These are the rules that govern the Mohave County Board of Supervisors.

Specifically, the pertinent paragraphs that address the form and content of proposed agenda items is as follows:

All meetings shall be conducted with an Agenda, properly noticed as required by the Arizona Open Meeting Laws. The Agenda shall list the specific matters to be discussed, considered or decided at the meeting. The public body may discuss, consider or make decisions only on matters listed on the Agenda and other matters related thereto. The procedure submitting items for the Agenda shall be as follows: 1) Except as outlined herein, only elected officials and county employees (through their department supervisors) may submit items for consideration on the Board's Agenda. All items, regular and consent, to be included on the agenda at regular board meeting, shall be filed in the Clerk of the Board of Supervisors office at least ten (10) days prior to the meeting. Items submitted after the ten (10) day deadline may be rejected for addition to the upcoming Agenda in the sole discretion of the Chairperson. Citizens wishing to submit Agenda requests must submit them through their respective Board members. Board members have the sole discretion whether to submit or deny submission of a citizen's agenda request. 2) For special meetings, only elected officials and county employees (through their department supervisors) may submit items for consideration on the Board's agenda, and such items shall be submitted no later than forty-eight (48) hours prior to the special meeting.

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

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

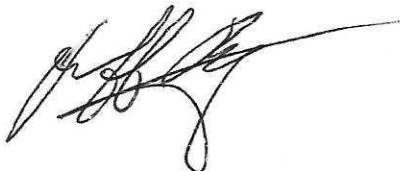
Available upon request

To Whom it may concern,

Received
7/1/26
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



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.

Letter of Interest

Hospital District Number One of Mohave County

To whom it may concern;

I would like to be considered for one of the open board positions. I am concerned with the continued availability of hospital care in Kingman and would like to do what I can to help.

I am currently retired. A brief work history is below.

Mohave County fleet department, July 2011 to July 2016, accounts payable and record keeping.

Xanterra South Rim, October 2009 to July 2011, revenue reports, journal entries and reconciliations.

City of Bullhead City, August 2004 to July 2009, 911 records clerk, data entry.

EDUCATION: Ohio State University, B.S. in Business Administration 1983
Majors: Marketing, International Business

Thank you for your consideration,

Carol Campbell

3355 W Smith Dr. Golden Valley, AZ 86413

928-522-3348

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 Menttium 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

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

December 8, 2025

In Reference To: Miscellaneous

Professional Services

		Hrs/Rate	Amount
11/26/2025	Reviewed and executed intergovernmental agreement on behalf of client; exchanged text messages with Cheryl Porter; emailed Karen VanZandt regarding same	0.20 380.00/hr	76.00
	For professional services rendered	0.20	\$76.00
	Interest on overdue balance		\$1.07
	Total amount of this bill		\$77.07
	Previous balance		\$1,599.98
	Balance due		<u>\$1,677.05</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.

Draft

Vendor Financial Comparison Piece by Piece

Manufacturer Price Comparison				
Product	Quantity	Baxter Price	IOA/SPEC/MedVironPrice	
Overbed Tables	264	\$ 129,091	\$ 155,155	
Recliner	106	\$ 313,666	\$ 332,775	
Bariatric Recliner	10	\$ 34,132	\$ 34,846	
Bariatric Guest Chair	6	\$ 8,192	\$ 3,081	
Guest Chair	473	\$ 388,234	\$ 150,807	
High back Chair	87	\$ 88,290	\$ 72,495	
Sleeper Chair	18	\$ 44,846	\$ 56,001	
Shipping Fee	0	\$ -	\$ 37,706	
Removal Fee	0	\$ -	\$ 38,500	
Totals	964	\$ 1,006,450.66	\$ 881,366.75	

Taking Lowest Price from both Manufacturers for Greatest Financial Advantage	
\$ 521,734	Green Highlighted Baxter Hillrom Products
\$ 226,383	Green Highlighted IOA/SPEC/MedViron Products
\$ 748,117	Total Cost for All Green Highlighted Products
\$ 76,206	Cost for Furniture Delivery and Removal
\$ 824,324	Mix-and-Match total price (going with the best prices from both vendors)

Final Price Comparison

Vendor Option	Total Project Price
Baxter Hillrom	\$ 1,006,451
IOA/SPEC/MedViron	\$ 881,367
Mixing and Matching	\$ 824,324

- Baxter Hillrom has the highest price
- IOA/SPEC/MedViron comes in second
- The best deal from a strictly financial standpoint is for KRMC to Mix and Match products from both vendors

Hospital District Number One of Mohave County
Loyalty Oath of Office (Name of Officer/Employee)

In accordance with Arizona Statute 38-231 all Board Members, Officers, and employees of the Hospital District One of Mohave County must sign a loyalty oath.

For the purposes of this section, "officer or employee" means any person elected, appointed or employed, either on a part-time or full-time basis, by this state or any of its political subdivisions or any county, city, town, municipal corporation, school district, public educational institution or any board, commission or agency of any county, city, town, municipal corporation, school district or public educational institution.

- A. In order to ensure the statewide application of this section on a uniform basis, each board, commission, agency and independent office of this state, and of any of its political subdivisions, and of any county, city, town, municipal corporation, school district and public educational institution, shall completely reproduce this section so that the form of written oath or affirmation required in this section contains all of the provisions of this section for use by all officers and employees of all boards, commissions, agencies and independent offices.
- B. Any officer or employee who fails to take and subscribe to the oath or affirmation provided by this section within the time limits prescribed by this section is not entitled to any compensation until the officer or employee does so take and subscribe to the form of oath or affirmation prescribed by this section.
- C. Any officer or employee having taken the form of oath or affirmation prescribed by this section, and knowingly at the time of subscribing to the oath or affirmation, or at any time thereafter during the officer's or employee's term of office or employment, does commit or aid in the commission of any act to overthrow by force, violence or terrorism as defined in section 13-2301 the government of this state or of any of its political subdivisions, or advocates the overthrow by force, violence or terrorism as defined in section 13-2301 of the government of this state or of any of its political subdivisions, is guilty of a class 4 felony and, on conviction under this section, the officer or employee is deemed discharged from the office or employment and is not entitled to any additional compensation or any other emoluments or benefits which may have been incident or appurtenant to the office or employment.
- D. Any of the persons referred to in article XVIII, section 10, Constitution of Arizona, as amended, relating to the employment of aliens, are exempt from any compliance with this section.
- E. In addition to any other form of oath or affirmation specifically provided by law for an officer or employee, before any officer or employee enters upon the duties of the office or employment, the officer or employee shall take and subscribe the following oath or affirmation:

Hospital District Number One of Mohave County
Loyalty Oath of Office (Name of Officer/Employee)

State of Arizona, County of Mohave I, _____, do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution and laws of the State of Arizona, that I will bear true faith and allegiance to the same and defend them against all enemies, foreign and domestic, and that I will faithfully and impartially discharge the duties of the office of the Hospital District One of Mohave County, AZ according to the best of my ability, so help me God (or so I do affirm).

Signature of Officer or Employee

Date Signed

State of Arizona

County of Mohave

On this _____ day of _____, 2025, _____ personally appeared before me who proved to me through satisfactory evidence of identification to be the person whose name is signed on this document.

(Seal)

Notary Public

Notary Stamp

Reference: ARS 38-231