HOSPITAL DISTRICT NUMBER ONE OF MOHAVE COUNTY

3269 Stockton Hill Road

Kingman, Arizona 86409

AGENDA (NOVEMBER 10, 2026)

The Governing Board of Hospital District Number One of Mohave County (Hospital District Board) will meet in Regular Session on Tuesday, November 10th, 2026 at 4:00 p.m. The meeting will be held at the Kingman Regional Medical Center Mohave A Conference Room at 3269 Stockton Hill Road, Kingman, Arizona. The Hospital District Board may vote to go into Executive Session pursuant to A.R.S. § 38-431.03 (A)(3) for legal advice and A.R.S. § 38-431.03 (A)(4) for discussion or consultation with attorneys. The following topics and any variables thereto will be subject to Hospital District 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. HOSPITAL DISTRICT BOARD CHAIRPERSON COMMENTS

IV. CONSIDERATION AND APPROVAL OF MINUTES

A. Discussion and possible action regarding the approval of Minutes of the Regular Hospital District Board Meeting of October 20, 2026. Logan Marsh presenting.

V. FINANCES

A. Discussion and possible action regarding Hospital District Board financial audit results after the audit presentation by Baker Tilly/Moss Adams (presentation via Teams). Moss Adams team presenting.

B. Discussion only regarding reimbursement for Google-related invoices paid by Logan Marsh. Logan Marsh presenting.

C. Discussion and possible action regarding purchase of an Organizational AI Subscription Service for recording, transcription, and preparation of Hospital District Board meeting minutes, including executive session minutes, subject to applicable confidentiality and legal requirements. Discussion may include authorization of subscriptions for the Administrative Assistant/Recording Secretary, Vice Chair, and Chairperson at a base cost of $59.97 per month, plus applicable taxes and fees, and authorization to extend subscriptions to additional Hospital District Board members upon request with advance approval of applicable subscription fees. Logan Marsh presenting.

D. Discussion only regarding the current invoice of Hospital District Board Attorney Thomas Price. Logan Marsh presenting.

E. Discussion and possible action to amend the previously established $1,200 individual purchase limit and establish a $10,000 total monthly spending limit per cardholder, with no individual transaction limit, with the Hospital District Board Chairperson and Vice Chairperson designated as authorized cardholders. Logan Marsh presenting.

VI. NEW BUSINESS

A. Discussion and possible action regarding ratification of actions taken by the Hospital District Board during its September 15, 2026 Regular Meeting. Logan Marsh presenting.

B. Discussion and Possible Action Regarding Adoption of Revised Hospital District Board Bylaws. Logan Marsh presenting.

C. Discussion and Possible Action Regarding SIMPLE IRA Retirement Plan for the Administrative Assistant/Recording Secretary. Logan Marsh presenting.

VII. OLD BUSINESS

A. Discussion only regarding the ongoing document digitization project, including the status of document processing, the requested additional charges, copies of both invoices, and a detailed progress report. Leanne Smith presenting.

B. Discussion and Possible Action Regarding Development of a Hospital District Board Procedures Manual. Leanne Smith presenting.

VIII. NEXT MEETING

IX. CALL TO THE PUBLIC

A. Consideration and discussion of comments from the public. Those wishing to address the Hospital District Board need not request permission in advance. Each member of the public will be limited to three (3) minutes of speaking time. The Hospital District Board is not permitted to discuss or take action on any item raised in the call to the public. However, individual Hospital District Board members may be permitted to respond to criticism directed to them after the call to the public. Otherwise, the Hospital District Board may direct that staff review the matter or that the matter be placed on a future agenda. The Hospital

District Board cannot discuss or take legal action on any issue raised during the Call to the Public due to restrictions of the Open Meeting Laws.

X. 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 November 9th, 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, and on the webpage of the Hospital District Board, no later than November 9th, 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 November 2026.

Posted by Jane Stanek

Jane Stanek on behalf of:

Logan Marsh

Chairperson of Hospital District Number One of Mohave County

Additional Meeting Resources:

Microsoft Teams meeting

Join:

https://teams.microsoft.com/meet/2755098043492591?p=7uDpNGsK9BkFH7oDTS

Meeting ID:
275 509 804 349 259 1

Passcode:
TV2kq3aW

HOSPITAL DISTRICT NUMBER ONE OF MOHAVE COUNTY

3269 Stockton Hill Road – Kingman, AZ 86409

MEETING MINUTES – OCTOBER 20, 2026

The Governing Body of Hospital District Number One of Mohave County (Hospital District Board) met in Regular Session on Tuesday, October 20, 2026, at 4:00 p.m. The meeting was held at Kingman Regional Medical Center, Mohave A Conference Room, located at 3269 Stockton Hill Road, Kingman, Arizona.

I. CALL TO ORDER

The Regular Session Board Meeting of Hospital District Number One of Mohave County was called to order by Chairperson Logan Marsh at 4:00 p.m. A quorum was identified.

II. ROLL CALL OF THE HOSPITAL DISTRICT BOARD MEMBERS

Board Members Present:

Logan Marsh, Chairperson

Leanne Smith, Vice Chair

Dr. Carol Newmyer, Board Member

Board Positions Vacant:

Two positions vacant

Members of the Public Present:

Thomas Price

Jane Stanek

Madison Teinolds

Shang Wang

Kris Mayes

KRMC Representatives Present:

Chris Bennett

Candice McDaniel

Josh Hoffman

Jacob Marsh

Emmanuel Buabeng

Billy Neal

Anthony Ortiz

III. HOSPITAL DISTRICT BOARD CHAIRPERSON COMMENTS

Chairperson Logan Marsh had no additional comments.

IV. CONSIDERATION AND APPROVAL OF MINUTES

Discussion ensued regarding the minutes from the September 15, 2026 Regular Hospital District Board Meeting.

ACTION: MOTION MADE BY BOARD MEMBER NEWMYER AND SECONDED BY VICE CHAIR SMITH TO APPROVE THE SEPTEMBER 15, 2026 REGULAR MEETING MINUTES. VOTE 3/0.

V. FINANCES

A. Reimbursement for Technology-Related Invoices

Discussion ensued regarding technology-related invoices paid by Chairperson Logan Marsh. The discussion included the amounts paid, removal of the former Hospital District Board Chairperson from the account, and other technology-related information. No action was taken.

B. Current Invoice from Hospital District Board Attorney

Discussion ensued regarding the current invoice submitted by Board Attorney Thomas Price and the extensive list of matters addressed by Thomas Price and Chairperson Logan Marsh during recent weeks. No action was taken.

VI. NEW BUSINESS

A. 2026 AzHHA Mohave County Healthcare and Community Leadership Convening

Discussion ensued regarding the 2026 AzHHA Mohave County Healthcare and Community Leadership Convening held on October 8, 2026. The discussion included the potential for Arizona to lose $28 million between 2026 and 2030 and KRMC CEO Heath Evans' plan to continue focusing on growth during this period. No action was taken.

B. Hospital District Board Executive Assistant and Recording Secretary Position

Discussion ensued regarding Jane Stanek's resume and qualifications for the Hospital District Board Executive Assistant and Recording Secretary position.

ACTION: MOTION MADE BY VICE CHAIR SMITH AND SECONDED BY BOARD MEMBER NEWMYER TO ENTER EXECUTIVE SESSION TO INTERVIEW JANE STANEK. VOTE 3/0.

The Hospital District Board entered Executive Session at 4:07 p.m. Executive Session concluded at 4:25 p.m.

ACTION: MOTION MADE BY VICE CHAIR SMITH AND SECONDED BY BOARD MEMBER NEWMYER TO RE-ENTER REGULAR SESSION AT 4:27 P.M. VOTE 3/0.

Discussion ensued regarding Jane Stanek's resume and hiring her at a preliminary rate for the first 60 days of her tenure.

ACTION: MOTION MADE BY BOARD MEMBER NEWMYER AND SECONDED BY VICE CHAIR SMITH TO HIRE JANE STANEK AT A PRELIMINARY RATE FOR THE FIRST 60 DAYS OF HER TENURE. VOTE 3/0.

VII. OLD BUSINESS

A. Digitization of Hospital District Board Records

Discussion ensued regarding the use of a different company specializing in governmental agencies to digitize Hospital District Board records. The change from the company initially considered occurred due to compliance concerns. No action was taken.

VIII. NEXT MEETING

Discussion ensued regarding scheduling the next Hospital District Board meeting for the second Tuesday of November 2026.

ACTION: MOTION MADE BY BOARD MEMBER NEWMYER AND SECONDED BY VICE CHAIR SMITH TO HOLD THE NEXT HOSPITAL DISTRICT BOARD MEETING ON THE SECOND TUESDAY OF NOVEMBER 2026. VOTE 3/0.

IX. CALL TO THE PUBLIC

Chairperson Logan Marsh invited members of the public to address the Hospital District Board. No members of the public came forward to speak.

ACTION: MOTION MADE BY VICE CHAIR SMITH AND SECONDED BY BOARD MEMBER NEWMYER TO CLOSE THE CALL TO THE PUBLIC. VOTE 3/0.

X. ADJOURNMENT

ACTION: WITH NO FURTHER BUSINESS TO DISCUSS, A MOTION WAS MADE BY BOARD MEMBER NEWMYER AND SECONDED BY VICE CHAIR SMITH TO ADJOURN THE MEETING. VOTE 3/0.

The meeting adjourned at 4:30 p.m.

Respectfully submitted by

Jane Stanek on behalf of:

Logan Marsh
Chairperson Hospital District Number One of Mohave County

bakertilly

Hospital District Number One of Mohave County

2026 Audit Results

Discussion with Management and the Board of Directors

Baker Tilly US, LLP, trading as Baker Tilly, is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. © 2022 Baker Tilly US, LLP.

Agenda

1. Scope of Services
2. Summary of Audit Process
3. Significant Risks Identified
4. Matters Required to be Communicated with Those Charged with Governance
5. Your Service Team

Scope of Services

We have performed the following services for Hospital District One of Mohave County:

Annual Audit

Annual financial statement audit as of and for the year ended June 30, 2026 for Hospital District One of Mohave County (the “District”)

Non-Attest Services

Assisted in drafting the financial statements of the District

Summary of Audit Process

Our audit was generally performed in accordance with our initial plan. When the results of a planned audit procedure did not provide sufficient evidence or our original plan was based on an incorrect understanding of a transaction, process, or accounting policy of the District, we made the necessary adjustments to our audit plan to incorporate the procedures necessary to support our opinion on the financial statements.

We have completed our testing of all significant account balances and classes of transactions.

We anticipate that we will issue our independent auditor’s report subsequent to this meeting.

Significant Risks Identified

During the planning of the audit, we have identified the following significant risks:

Significant Risks	Procedures
Lease Revenue/Leases	We obtained lease agreements and tested lease revenue for the period and overall accounting for leases. Our procedures were performed without exception.
Management override of internal controls over financial reporting	We performed journal entry testing and performed unpredictable audit procedures to address a specific fraud risk. Our procedures were performed without exception.

Matters Required to be Communicated with Those Charged with Governance

Our responsibility with regard to the financial statement audit under U.S. auditing standards:

We are responsible for forming and expressing an opinion about whether the financial statements that have been prepared by management, with your oversight, are prepared, in all material respects, in accordance with generally accepted auditing standards issued by the AICPA and *Government Auditing Standards* issued by the Comptroller General of the United States. Our audit of the financial statements does not relieve you or management of your responsibilities.

The objectives of our audit are also to evaluate the presentation of the supplementary information in relation to the financial statements as a whole, in all material respects, in relation to the financial statements as a whole.

Matters Required to be Communicated with Those Charged with Governance

Our responsibility with regard to the financial statement audit under U.S. auditing standards:

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) as well as *Government Auditing Standards*, issued by the Comptroller General of the United States. As part of an audit conducted in accordance with these auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit.

Matters Required to be Communicated with Those Charged with Governance

Our responsibility with regard to the financial statement audit under U.S. auditing standards:

Our audit of the financial statements included obtaining an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control or to identify deficiencies in the design or operation of internal control. Accordingly, we considered the District's internal control solely for the purpose of determining our audit procedures and not to provide assurance concerning such internal control.

Matters Required to be Communicated with Those Charged with Governance

Our responsibility with regard to the financial statement audit under U.S. auditing standards:

We are also responsible for communicating significant matters related to the financial statement audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

Matters Required to be Communicated with Those Charged with Governance

MATTERS TO BE COMMUNICATED

Significant Accounting Practices:

Our views about qualitative aspects of the District's significant accounting practices, including accounting policies, accounting estimates, and financial statement disclosures

BAKER TILLY COMMENTS

The quality of the District's accounting policies and underlying estimates are discussed throughout this presentation. During the year ended June 30, 2026, the District adopted GASB Statement No. 103, Financial Reporting Model Improvements, and GASB Statement No. 104, Disclosure of Certain Capital Assets. The adoption of GASB Statement No. 103 resulted in changes to the presentation and related disclosures in the District's financial statements and management's discussion and analysis. GASB Statement No. 104 established additional disclosure requirements for certain capital assets and did not have a material effect on the District's financial statements. There were no other changes in the District's approach to applying its critical accounting policies.

Matters Required to be Communicated with Those Charged with Governance

MATTERS TO BE COMMUNICATED	BAKER TILLY COMMENTS
Significant Unusual Transactions:	During 2026, the Kingman Healthcare, Inc. Board of Directors approved a voluntary $1.5 million donation to the District. The donation was appropriately recorded as a related-party receivable and revenue as of June 30, 2026, with the cash received subsequent to year-end. No other significant unusual related-party transactions were identified.

Matters Required to be Communicated with Those Charged with Governance

MATTERS TO BE COMMUNICATED

Significant Difficulties Encountered During the Audit:

We are to inform those charged with governance of any significant difficulties encountered in performing the audit. Examples of difficulties may include significant delays by management, an unreasonably brief time to complete the audit, unreasonable management restrictions encountered by the auditor, or an unexpected extensive effort required to obtain sufficient appropriate audit evidence.

BAKER TILLY COMMENTS

No significant difficulties were encountered during our audit of the District's financial statements.

Matters Required to be Communicated with Those Charged with Governance

MATTERS TO BE COMMUNICATED

Disagreements With Management:

Disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the District's financial statements, or the auditor's report.

BAKER TILLY COMMENTS

There were no disagreements with management.

Matters Required to be Communicated with Those Charged with Governance

MATTERS TO BE COMMUNICATED	BAKER TILLY COMMENTS
Circumstances that affect the form and content of the auditor's report:	There were no circumstances that affected the form and content of the auditor’s report.

Matters Required to be Communicated with Those Charged with Governance

MATTERS TO BE COMMUNICATED	BAKER TILLY COMMENTS
Other findings or issues arising from the audit that are, in the auditor's professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process:	There were no other findings or issues arising from the audit to report.

Matters Required to be Communicated with Those Charged with Governance

MATTERS TO BE COMMUNICATED	BAKER TILLY COMMENTS
Uncorrected Misstatements:	There were no uncorrected misstatements of the financial statements as a result of our audit.

Matters Required to be Communicated with Those Charged with Governance

MATTERS TO BE COMMUNICATED	BAKER TILLY COMMENTS
Corrected Misstatements: Corrected misstatements that were brought to the attention of management as a result of audit procedures.	There were no corrected misstatements of the financial statements as a result of our audit.

Matters Required to be Communicated with Those Charged with Governance

MATTERS TO BE COMMUNICATED

Representations Requested of Management

We requested certain representations from management that are included in the management representation letter.

BAKER TILLY COMMENTS

Available upon request.

Matters Required to be Communicated with Those Charged with Governance

MATTERS TO BE COMMUNICATED

Management's Consultation with Other Accountants:

When we are aware that management has consulted with other accountants about significant auditing or accounting matters, we discuss with those charged with governance our views about the matters that were the subject of such consultation.

BAKER TILLY COMMENTS

We are not aware of instances where management consulted with other accountants about significant auditing or accounting matters.

Matters Required to be Communicated with Those Charged with Governance

MATTERS TO BE COMMUNICATED	BAKER TILLY COMMENTS
Significant issues arising from the audit that were discussed, or the subject of correspondence with management:	During our audit we did not note any material weaknesses or significant deficiencies.

Your Service Team



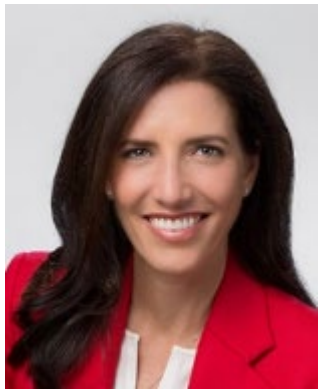
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bakertilly.com
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Audit Manager

Shannon.Ramirez@
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(309) 371-6123

THANK YOU

Invoice

Invoice number: 5725793124

Google LLC
1600 Amphitheatre Pkwy
Mountain View, CA 94043
United States
Federal Tax ID: 77-0493581

Bill to
LOGAN MARSH
Hospital District 1 of Mohave County

Invoice number	5725793124
Invoice date	Oct 31, 2026
Billing ID	7240-0539-1647
Domain name	hd1mc.org

Google Workspace

Total in USD **$172.02**

Summary for Oct 1, 2026 - Oct 31, 2026

Subtotal in USD	$158.40
State sales tax (5.6%)	$8.87
Local sales tax (3%)	$4.75
Total in USD	$172.02

You will be automatically charged for any amount due.

Google Invoice

Invoice number: 5725793124

Subscription	Description	Interval	Quantity	Amount($)
Google Workspace Business Plus	Usage	Oct 1 - Oct 31	6	158.40

Subtotal in USD	$158.40
State sales tax (5.6%)	$8.87
Local sales tax (3%)	$4.75
Total in USD	**$172.02**

Need help understanding the charges on your invoice? Click here for detailed explanations
https://support.google.com/a?p=gsuite-bills-and-charges

Google Fi Wireless

Statement
Oct 23, 2026

Logan Marsh

Thanks for being a part of Google Fi Wireless

For Billy Neal, Carol Newmyer, LOGAN MARSH, and Leanne Hoagland-Smith

Here's your monthly statement for Oct 23, 2026

Total

$98.80

$118.00	Standard monthly charges
($28.32)	Other charges & credits
$9.12	Taxes & regulatory fees

24/7 Support

Visit the help site -- we're here for you anytime.

Access your account

To review your bill and payment information or to adjust your plan, sign in here.

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: Billy Neal - Billy.Neal@azkrmc.org or
Billy@HD1MC.org
3269 N. Stockton Hill Rd.
Kingman, AZ 86409

November 2, 2026
In Reference To: Miscellaneous

Professional Services

		Hrs/Rate	Amount
10/1/2026	Reviewed Logan Marsh's email to DocuFree; left message for Logan Marsh regarding same; reviewed Leanne Smith's email in regard to applicant for vacancy on the Board pursuant to the bylaws; revised bylaws accordingly; emailed Leanne with final version of bylaws. Telephone call with with Logan Marsh regards to DocuFree	0.70 380.00/hr	266.00
10/6/2026	Teleconference with Leanne Smith in regards to bylaws; forwarded proposed bylaws to Logan Marsh.	0.20 380.00/hr	76.00
10/8/2026	Met with Logan Marsh and Billy Neal in regard to next week's meeting	0.10 380.00/hr	38.00
10/13/2026	Teleconference with Logan Marsh in regard to today's meeting; left message for Billy Neal accordingly; teleconference with Heath Evans in regard to today's meeting; teleconference with Billy regarding same.	0.30 380.00/hr	114.00
10/14/2026	Teleconference with Logan Marsh in regard to District's EIN	0.10 380.00/hr	38.00
10/15/2026	Left message for Wade Stephens; left message for Josh Hoffman.Exchanged text messages with Logan Marsh; teleconference with Wade Stephens; teleconference with Logan Marsh; teleconference with Karen Van Zandt on behalf of Josh Hoffman.	0.60 380.00/hr	228.00

		Hrs/Rate	Amount
10/19/2026	Reviewed Logan Marsh's emails; responded to same; teleconference with Logan Marsh; prepared an email to Billy Neal regarding same.	0.50 380.00/hr	190.00
10/20/2026	Met with Logan Marsh in regards to the bylaws. Travel to and from hospital district board meeting; attended meeting in person.	1.30 380.00/hr	494.00
10/21/2026	Reviewed Logan Marsh's email; replied to same.	0.20 380.00/hr	76.00
10/27/2026	Teleconference with Logan Marsh in regard to Dan Valentine's latest request. Reviewed Dan Valentine's October 21, 2026 email and attachments to Billy Neal; sent an email to Logan Marsh regarding same.	0.70 380.00/hr	266.00
10/28/2026	Reviewed docufree scan cloud contract; sent an email to Billy Neal regarding same.	0.20 380.00/hr	76.00
	For professional services rendered	4.90	$1,862.00
	Previous balance		$7,752.00
	Accounts receivable transactions		
10/19/2026	Payment - thank you		($7,752.00)
	Total payments and adjustments		($7,752.00)
	Balance due		$1,862.00

The balance is due upon receipt of this statement. Unless other arrangments 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.

HOSPITAL DISTRICT NUMBER ONE OF MOHAVE COUNTY

3269 Stockton Hill Road

Kingman, Arizona 86409

ACTION AGENDA (SEPTEMBER 15, 2026)

The Governing Board of Hospital District Number One of Mohave County met in Regular Session on September 15, 2026, at 4:00pm. The meeting was held at the Kingman Regional Medical Center Mohave B Conference Room, located at 3269 Stockton Hill Road, Kingman, Arizona 86409.

Members of the Public Present Included:	**KRMC Staff Present:**
Thomas Price	Allen Poston
Krystal Burge	Barry Moore
	Josh Hoffman
	Heath Evans
	Emmanuel Buabeng
	Billy Neal

I. CALL TO ORDER

Logan Marsh called the meeting to order at 4:05pm

II. ROLL CALL OF THE HOSPITAL DISTRICT BOARD MEMBERS

Hospital District Board Members Present:

Dr. Carol Newmyer Present (arrived at 4:10pm)

Leanne Smith Present

Logan Marsh Present

Vacant

Vacant

III. CONSIDERATION AND APPROVAL OF MINUTES

A. Discussion and possible action regarding the approval of Minutes of Regular Hospital District Board Meeting of September 8, 2026. Logan Marsh presenting.

Motion by Leanne Smith to approve the September 8, 2026 Regular Meeting Minutes of the Hospital District Board, Seconded by Logan Marsh. All in favor, Motion Carries, 2/0.

IV. FINANCES

A. Informational update regarding payment of budgeted legal invoices to Hospital District Board Attorney Thomas Price pursuant to previously authorized Hospital District Board procedures. No action requested. Logan Marsh presenting.

Discussion ensued regarding the tenure of Barry Moore, the former Controller at KRMC, and his 25 years of service. Chairperson Logan Marsh thanked Barry, who was in attendance at this meeting. After this brief discussion, Logan Marsh then discussed Hospital District Board Attorney Tom Price's recent invoice which was included in the meeting packet. The invoice was already paid and this was all just informational. No action requested or taken.

B. Informational update regarding the final supplemental payment previously authorized by the Hospital District Board and paid within the adopted Hospital District Board budget. No action requested. Logan Marsh presenting.

Discussion ensued regarding this payment, which was the final payment due to former Hospital District Board Chairperson Katie Tacheron. This situation involved a payment for communications efforts on behalf of the Hospital District Board, and Katie Tacheron was due a reimbursement check. The check was pre-authorized and has already been issued to Katie Tacheron. No action requested or taken.

C. Discussion and possible action regarding acceptance, accounting treatment, designated purpose, and documentation of a bona fide donation from Kingman Regional Medical Center to the Hospital District Board. Logan Marsh presenting.

Discussion ensued regarding the Hospital District Board's acceptance of a bona fide donation from Kingman Regional Medical Center to the Hospital District Board.

Motion by Leanne Smith for the Hospital District Board to accept the bona fide donation from Kingman Regional Medical Center, Seconded by Logan Marsh. All in favor, Motion Carries, 2/0.

V. NEW BUSINESS

A. Discussion regarding the planned review and revision of the Hospital District Board bylaws. Hospital District Board Attorney Thomas Price and Vice Chair Leanne Smith will work together on a proposed revised set of bylaws to be presented to the full

Hospital District Board for review, discussion, and possible adoption at a future meeting. No action requested at this meeting. Leanne Smith presenting.

The bylaw review plan was posted as an informational item and stated that no action was requested. Discussion occurred.

Motion by Logan Marsh to have Leanne Smith and Hospital District Board Attorney Tom Price do the necessary review and to have something to present to the Hospital District Board by the regularly scheduled Hospital District Board meeting in October, Seconded by Leanne Smith. All in favor, Motion Carries, 2/0.

Following the vote, it was observed that the item had been listed on the agenda as informational only, and that this is something that can be ratified at a future meeting.

B. Discussion regarding development of a comprehensive Hospital District Board Policies and Procedures Manual following completion and Hospital District Board consideration of the revised bylaws. The future manual will be developed to align with the bylaws ultimately adopted by the Hospital District Board and will be presented separately for review and consideration. No action requested at this meeting. Leanne Smith presenting.

Discussion ensued regarding the creation of a policies and procedures manual for the Hospital District Board.

Motion by Logan Marsh for the Hospital District Board to put together a policies and procedures manual that is based on the revisions that will be made to the Hospital District Board bylaws, that will clearly explain Hospital District Board member responsibilities, consequences of actions, and what their roles are, and that this full discussion should be postponed until the regularly scheduled November meeting of the Hospital District Board, Seconded by Leanne Smith. All in favor, Motion Carries, 2/0.

Further discussion ensued after the arrival of Hospital District Board member Dr. Newmyer regarding if the policies and procedures manual in the packet was going to be used, and what the actual plan was. Logan stated that these changes were necessary as the former bylaws were not ever made official and that there were discrepancies within them, and that they would have to fix the bylaws to create a proper policies and procedures manual. Hospital District Board Attorney Tom Price stated that it was never agendized to formally adopt the recently amended April 2026 bylaws. Dr. Newmyer stated she had concerns with their being no official committee for this type of thing and Logan Marsh replied with after the proposal has been put together, all Hospital District Board members will have a chance to speak about their feelings regarding these changes. Dr. Newmyer stated that she understood.

Motion by Leanne Smith to table this policies and procedures manual discussion until the Hospital District Board regularly scheduled meeting in November, Seconded by Dr. Newmyer. All in favor, Motion Carries, 3/0.

Following the vote, it was observed that this item had been listed on the agenda as informational only, and that this is something that can be ratified at a future meeting.

Motion by Leanne Smith to remove her previous motion for this item, Seconded by Dr. Newmyer, All in favor, Motion Carries, 3/0.

There were two votes that had taken place for this item, and one was removed, the first will be ratified at a future meeting as this agenda item was discussion only.

This leaves two motions during this entire meeting that must be ratified at a future meeting, and there must be a change in the formation of future agenda items.

VI. NEXT MEETING

Logan Marsh informed all parties that the next regularly scheduled meeting for the Hospital District Board was set to take place on Tuesday, October 13, 2026.

VII. CALL TO THE PUBLIC

A. Consideration and discussion of comments from the public. Those wishing to address the Hospital District Board need not request permission in advance. Each member of the public will be limited to three (3) minutes of speaking time. The Hospital District Board is not permitted to discuss or take action on any item raised in the call to the public. However, individual Hospital District Board members may be permitted to respond to criticism directed to them after the call to the public. Otherwise, the Hospital District Board may direct that staff review the matter or that the matter be placed on a future agenda. The Hospital District Board cannot discuss or take legal action on any issue raised during the Call to the Public due to restrictions of the Open Meeting Laws.

Logan Marsh asked if there were any members of the public who were interested in speaking at this time. No members of the public came forward after several propositions.

VIII. ADJOURNMENT

Motion by Leanne Smith to adjourn the meeting at 4:17pm, Seconded by Dr. Newmyer. All in favor, Motion Carries, 3/0.

Posted by Billy Neal

Billy Neal on behalf of:

Logan Marsh

Chairperson of Hospital District Number One of Mohave County

Sept 15 Meeting Minutes Ratification Information

Two actions taken by the Hospital District Board during its September 15, 2026 Regular Meeting (pages 3-6 of that Action Agenda).

The first action directed Vice Chair Leanne Smith and Hospital District Board Attorney Thomas Price to review the Hospital District Board bylaws and prepare proposed revisions for presentation to the full Board.

The second action directed the development of a Hospital District Board Policies and Procedures Manual based upon the revised bylaws, with further discussion by the Board planned for a future meeting.

These matters were discussed and voted upon on September 15, 2026. However, the agenda described them as discussion-only items and stated that no action was requested. The purpose of this item is to allow the Board to publicly discuss and formally ratify, modify, or decline to ratify those prior actions.

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 Section 48-1907 ("A.R.S. § 48-1907").~~

The Hospital District Number One of Mohave County ("District") was established by an Order of the Board of Supervisors of Mohave County, Arizona, December 20, 1982, establishing the boundaries of the District as set forth in Appendix "A". The District was established in accordance with the provisions of Arizona Revised Statutes Section 48-1907 ("A.R.S. § 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. A.R.S. § 48-1909 The Board may ~~employ~~ contract personnel necessary to conduct affairs of the District.

~~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 per statute A.R.S. § 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 and honors the lease.~~

The District may purchase, receive, have, take, hold, lease, use and enjoy property of every kind and description, and control, dispose of, convey, encumber and create leasehold interests in such property for the benefit of the District pursuant to A.R.S. §48-1907.

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)~~ (A.R.S. § 16-121) 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, A.R.S. §§ 38-431 to 38-431.09 and A.R.S. Title §§ 48-1901 to 48-1919.~~ All Directors are required to have a clear understanding and knowledge of the Arizona Open Meeting Laws, A.R.S. §§ 38-432 to 38-431.09, Arizona Public Records Law, A.R.S. §§ 39-101 to 39-161, and Arizona Hospital Districts Law, A.R.S. §§ 48-1901 to 48-1919.

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. ~~Removed "or until a successor has been qualified."~~

b. Biennial Elections. Biennial elections and/or appointments 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, In the event there is a vacancy, 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.

If only one person or no 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. ~~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 on the Hospital District website. [Need to insert the length of time.]~~ The individual to be considered for the appointed position(s) on the Board must submit a letter of intent that shows that the applicant meets the qualifications identified in Section 2 above to the current Board of Directors. The vacant position(s) must be advertised on the Hospital District website for no less than 120 calendar days.

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 and on the District's website.

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. A majority of the sitting 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.

Section 8. Agenda Authority Clarification. 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. Each Board member may submit items for consideration on the Board's agenda. ~~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.~~

Article IV

Officers

Section 1. Officers. The officers of the District shall consist of a Chairman and a 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, ~~which shall occur at the first meeting of the new year,~~ the Board shall meet and elect, from its membership, a chairman and vice chairman. A.R.S. § 48-1908.E.

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

Section 3. Chairman. The Chairman may consult legal counsel. 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.

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.

Article V

Ancillary Positions

Section 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 specifically provided by law. A.R.S. § 38-431.01.E. 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 specific Board related secretarial duties and powers as may be assigned from time to time by the Board of Directors.~~ The Secretary shall perform specific Board related secretarial duties and powers as may be assigned from time to time by the Board of Directors. The Secretary may 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~~ Board. ~~The Secretary is the custodian of all District related emails.~~

Section 2. Treasurer. The treasurer of Mohave County shall, by virtue of that office, be the treasurer of the District ~~and a 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. § 38-501, 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 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 ~~five (5) business~~ three (3) working days.

Section 3. Budget Report. Not later than July ~~10~~ 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.

Section 4. Annual Report. The secretary or other officer of the District Board shall submit an annual report within two hundred forty (240) calendar 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. A.R.S. § 48-251

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 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 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. A.R.S. § 48-1912

Article VII

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 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 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 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 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 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 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 VII of these bylaws.

Article 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 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. A.R.S. § 48-1918

Article 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 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.

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 _____(___) pages (exclusive of cover sheet, table of contents and this certification) were duly reviewed as of _____ ____, 2026 and that they constitute the bylaws of said District in effect as of this date.

Dated this _____ day of _____, _____.

_____
Secretary Hospital District Number One of Mohave County

Previously reviewed and/revised: March 2, 2004, May 3, 2005, July 2006, July 2007, May 2011, July 2012, February 2026.

BYLAWS OF
HOSPITAL DISTRICT NUMBER ONE OF MOHAVE COUNTY

Article I

The District

The Hospital District Number One of Mohave County ("District") was established by an Order of the Board of Supervisors of Mohave County, Arizona, December 20, 1982, establishing the boundaries of the District as set forth in Appendix "A". The District was established in accordance with the provisions of Arizona Revised Statutes Section 48-1907 ("A.R.S. § 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. A.R.S. § 48-1909 The Board may contract personnel necessary to conduct affairs of the District.

The District may purchase, receive, have, take, hold, lease, use and enjoy property of every kind and description, and control, dispose of, convey, encumber and create leasehold interests in such property for the benefit of the District pursuant to A.R.S. §48-1907.

Section 2. Number and Qualifications. The number of directors shall be five. Each director must be a qualified elector (A.R.S. § 16-121) 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 Directors are required to have a clear understanding and knowledge of the Arizona Open Meeting Laws, A.R.S. §§ 38-432 to 38-431.09, Arizona Public Records Law, A.R.S. §§ 39-101 to 39-161, and Arizona Hospital Districts Law, A.R.S. §§ 48-1901 to 48-1919.

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 and/or appointments 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, In the event there is a vacancy, 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.

If only one person or no 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. The individual to be considered for the appointed position(s) on the Board must submit a letter of intent that shows that the applicant meets the qualifications identified in Section 2 above to the current Board of Directors. The vacant position(s) must be advertised on the Hospital District website for no less than 120 calendar days.

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 and on the District's website.

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. A majority of the sitting 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.

Section 8. Agenda Authority Clarification. 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. Each Board member may submit items for consideration on the Board's agenda.

Article IV

Officers

Section 1. Officers. The officers of the District shall consist of a Chairman and a 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. A.R.S. § 48-1908.E.

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

Section 3. Chairman. The Chairman may consult legal counsel. 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.

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.

Article V

Ancillary Positions

Section 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 specifically provided by law. A.R.S. § 38-431.01.E. The Secretary shall attend to the giving and service of all notices of the District. The Secretary shall perform specific Board related secretarial duties and powers as may be assigned from time to time by the Board of Directors. The Secretary may 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.

Section 2. 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 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. § 38-501, 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 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 three (3) working days.

Section 3. Budget 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.

Section 4. Annual Report. The secretary or other officer of the District Board shall submit an annual report within two hundred forty (240) calendar days of the close of the District's fiscal year to the clerk of the Board of Supervisors in which the District is located. A.R.S. § 48-251

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 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 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. A.R.S. § 48-1912

Article VII

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 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 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 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 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 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 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 VII of these bylaws.

Article 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 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. A.R.S. § 48-1918

Article 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. 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 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.

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 _____(___) pages (exclusive of cover sheet, table of contents and this certification) were duly reviewed as of _____ ____, 2026 and that they constitute the bylaws of said District in effect as of this date.

Dated this _____ day of _____, _____.

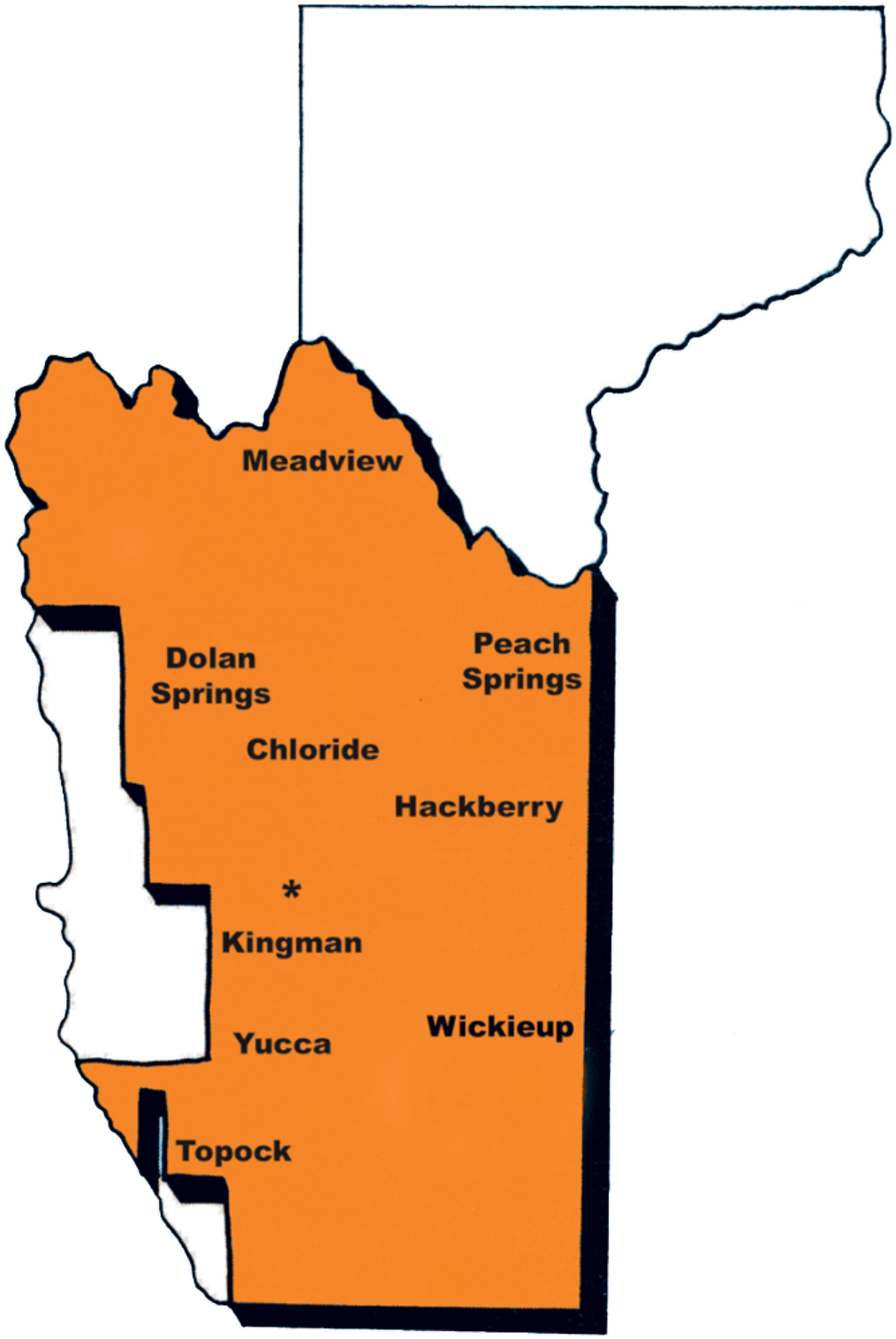
_____

Secretary Hospital District Number One of Mohave County

Previously reviewed and/revised: March 2, 2004, May 3, 2005, July 2006, July 2007, May 2011, July 2012, February 2026.

APPENDIX A

District Boundary Map



CAPITAL GROUP® | AMERICAN FUNDS®

SIMPLE IRA

Plan Sponsor Guide

Everything you need to establish an American Funds SIMPLE IRA at your company

Thank you for choosing an American Funds SIMPLE IRA

To establish your plan

1. **Complete the two required forms in this booklet** – the *Online Group Investments (OGI) Contributions Agreement* and the *Adoption Agreement* – and send them to American Funds.
2. **Notify eligible employees about the plan.**

   Timing

   New plans – If you are establishing a new plan, you must notify employees on or before the plan's effective date. The notification date is the start of the plan's enrollment period. Employees must be given at least 60 days to enroll in the plan.

   Amended and restated plans – Existing plans can only be amended and restated effective January 1 of any given year. You'll need to notify employees before November 2 (the start of the annual enrollment period).

   Note: If you are moving an existing SIMPLE IRA plan to American Funds, employees will need to re-enroll and provide new elections. The plan will be considered an amended and restated plan.

   Distribute the following materials to all eligible employees

   - *Employee Guide*
   - *Salary Deferral Election*
   - *Notification to Eligible Employees**
   - A copy of the plan's *Summary Description**

   You may want to ask your financial professional for assistance.

   * Complete the information before distributing.

3. **Send a completed *SIMPLE IRA Application* for each eligible employee.** If the company is paying the account setup fees, include a check for $10 for each new participant establishing an account. (If you wish to establish a plan with Class F-2 shares and your financial professional's firm allows for this share class, employees will need to complete the *F-2 Share Account Application* and *SIMPLE IRA F-2 Share Class Supplement*.)
4. **In preparation for your plan's first contribution, review the contribution information that follows on the next page.**

Next steps

- Once the *Contributions Agreement* and the *Adoption Agreement* (both required) are completed and received, we will establish your retirement plan and provide you access to our OGI website.
- An email will be sent to each employer contact (and the third-party remitter, if applicable) with the website address, a user ID and instructions for getting started.
- After signing on to the OGI website, the contacts will have access to all of the tools they need to submit contributions.

Contribution information

Employer contributions
Annual employer contributions are required.
You can choose:

a) Dollar-for-dollar match made for each eligible employee who is contributing to the plan (limited to 3% of the eligible employee's compensation)

   You can even adjust the match contribution to as little as 1% of participating employees' compensation — but for no more than two calendar years in any five-year period.

OR

b) Nonelective contribution equal to 2% of each eligible employee's compensation per year. (The *Notification to Eligible Employees* provides the maximum amount of compensation used to calculate contributions.) This contribution is made even for those eligible employees who don't make contributions on their own.

You can also switch between the match option and nonelective contribution option annually.

Employee qualifications and contributions
Employees who earned at least $5,000 per year during any two preceding years and who are expected to earn at least $5,000 in the current year are eligible to participate in the plan.

For salary deferral and catch-up limits, review the *Salary Deferral Election* form. The IRS does not tax these contributions or any earnings until they are withdrawn.

All accounts are immediately vested.

Remitting contributions online
Your new American Funds SIMPLE IRA **requires** that you remit contributions through the OGI website, which makes your payroll contribution process secure and efficient. Complete the *Contributions Agreement* to establish online access.

Funding deadlines
The Department of Labor requires employers to remit employee contributions in a timely manner. For SIMPLE IRA plans, employee contributions must be remitted as soon as they can be reasonably segregated from company assets, but in no event later than 30 days after the last day of the month the contributions were withheld. For plans with fewer than 100 participants, employee contributions deposited no later than the 7th business day following withholding by the employer will be considered timely.

Employer matching or nonelective contributions must be made by the employer's tax filing deadline (including extensions) for the applicable tax year.

Everything you need

All the forms and documents you need to establish and operate your SIMPLE IRA Plan are here.

Documents required to set up your plan

We need to receive both the *Contributions Agreement* and the *Adoption Agreement* at the same time. Keep a copy of each for your files.

5 | Online Group Investments (OGI) Contributions Agreement
SIMPLE IRA plan contributions are submitted electronically through the OGI website. Use this form to set up electronic submission via Automated Clearing House (ACH) and to designate the contacts who will have access to the OGI website.

7 | Adoption Agreement
This form is required to either move an existing SIMPLE IRA plan or establish a new SIMPLE IRA plan with Capital Bank and Trust Company℠ (CB&T) as the new custodian.

Ongoing operation – what information do I need to give to my employees?

We will provide copies of the following materials to the Plan Sponsor before the start of each annual enrollment period to help meet notice requirements. Distribute them to each eligible employee. If applicable, complete the information within each document before distributing it.

9 | Notification to Eligible Employees
This model document informs employees of their eligibility to participate in the plan.

10 | Summary Description
This summarizes the plan's provisions, including eligibility requirements.

11 | Salary Deferral Election
Employees use this document to indicate whether they wish to start, maintain or change salary deferral elections.

The enrollment period is generally the 60-day period immediately preceding January 1 of a calendar year (November 2 to December 31). However, the dates would change if the 60-day period falls before the first day an employee becomes eligible to participate in the plan.

To assist you with operating your plan

12 | Terms and Conditions
This document defines the provisions of the American Funds SIMPLE IRA Plan. It can help employees understand the plan and answer their questions.

Please mail or fax these forms to the appropriate service center.

(If you live outside the U.S., mail the form to the Indiana Service Center.)



Indiana Service Center

American Funds Service Company
P.O. Box 6164
Indianapolis, IN 46206-6164

Overnight mail address
12711 N. Meridian St.
Carmel, IN 46032-9181

Fax (888) 421-4371



Virginia Service Center

American Funds Service Company
P.O. Box 2560
Norfolk, VA 23501-2560

Overnight mail address
5300 Robin Hood Rd.
Norfolk, VA 23513-2430

Fax (888) 421-4371

If you have questions or require more information, contact your financial professional or call American Funds Service Company at (800) 421-4225.

Clear and reset form

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Online Group Investments (OGI) Contributions Agreement

- Submit this form together with a completed *Adoption Agreement* and all completed employee applications.
- An email will be sent to each designated contact with instructions for getting started.
- To add or remove contacts after the Plan is established, the employer/business owner may call us at **(800) 421-4225, ext. 39**.

1 Employer contacts

Employer contacts will have access to the OGI website, and can use the website to update employee investment allocations and fund contributions using a linked bank account. User IDs and passwords should not be shared with others. Employer contacts will continue to have website access until Capital Bank and Trust Company (CB&T) is instructed to remove or replace a contact.

Name of company

A. Name of Plan Sponsor (the employer/business owner responsible for Plan oversight) ( ) Ext. Daytime phone

Email address*— **required**

B. Name of Plan Administrator (individual employed with the company who is authorized to act on behalf of the Plan) ( ) Ext. Daytime phone

Email address*— **required**

*We require an email address to send you a user ID and a link to the OGI website so that you can submit contributions online. Upon receiving the email, please log in within seven days to customize your password. We respect your privacy. For more information on our privacy policies, visit **www.capitalgroup.com**.

2 Third-party remitter — if applicable

Complete this section only if you are designating a third party to have access to Plan information and make contributions to the Plan. A separate user ID will be assigned.

Name of third-party remitter (business name) ( ) Ext. Daytime phone

Name of third-party contact | Email address*— **required**

Address | City | State | ZIP

Relationship to the company (payroll company, financial professional, CPA, etc.) | Existing OGI user ID (if applicable)

*We require an email address to send you a user ID and a link to the OGI website so that you can submit contributions online. Upon receiving the email, please log in within seven days to customize your password. We respect your privacy. For more information on our privacy policies, visit **www.capitalgroup.com**.

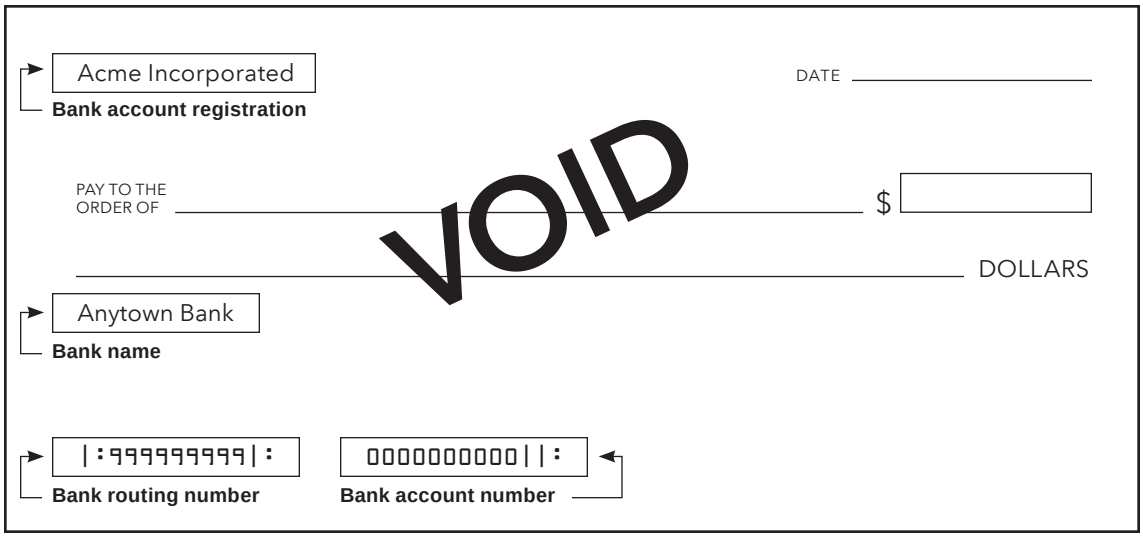
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Online Group Investments (OGI) Contributions Agreement

3 Bank information

*If not attaching a voided check here, you can submit bank information on the OGI website after receiving a user ID. If attaching a check, the unsigned, voided check you attach below **must** be preprinted with the bank name, registration, routing number and account number. **Please do not staple.***

Tape your check here.



4 Employer authorization

By signing below, I agree to submit contributions electronically via ACH through the OGI website.

I understand that **1)** the OGI contacts designated on this form are authorized users of the OGI website and will have access to the website to update employee investment allocations and to instruct CB&T to initiate the ACH transaction to fund the contributions; **2)** immediate notification to CB&T is needed if a contact is to be removed and/or replaced; **3)** and a unique user ID will be provided to the contacts via email (as indicated within this form).

CB&T is hereby authorized to access the account listed on this form on behalf of the Plan to withdraw money in respect of contributions via ACH.

In consideration of CB&T acting on such instructions and processing such transactions, I agree to hold harmless and indemnify CB&T; any of their affiliates or mutual funds managed by such affiliates; and each of their respective directors; trustees; officers; employees; and agents from any losses, expenses, costs or liability (including attorney fees) that may be incurred as a result of CB&T establishing these privileges or acting on such instructions.

Name (print)

Title

X

Authorized signature

/ /

Date (mm/dd/yyyy)

This document may not be signed using Adobe Acrobat Reader's "fill and sign" feature.

For more information about submitting contributions, call (800) 421-4225, ext. 39.

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SIMPLE IRA
Adoption Agreement

Use this form to adopt or amend a CB&T Designated Financial Institution (DFI) SIMPLE IRA plan.

1 Employer and Plan information

Please type or print clearly.

Existing Plan ID (if applicable)

Name of company | ( ) Daytime phone Ext. | EIN ☐☐–☐☐☐☐☐☐☐

Address | City | State | ZIP

Name of related company (if applicable) | ( ) Daytime phone Ext. | EIN of related company ☐☐–☐☐☐☐☐☐☐

NOTE: Any reference to the Company in this agreement as described in Section 1.6 of the attached Terms and Conditions is also a reference to the Related Company unless otherwise noted.

2 Effective date

*Complete either **A** or **B**.*

Note: The effective date cannot be prior to the date this agreement is signed.

A. ☐ This is a **new Plan** that is effective as of ☐☐–☐☐–☐☐☐☐
Date (mm/dd/yyyy) (insert a current or future date between January 1 and October 1)

B. ☐ This is an **amended and restated Plan** or a **plan moving to CB&T** that is effective as of*

1. ☐ January 1 of the following calendar year

OR

2. ☐ _____
Date (mm/dd/yyyy)

Important: A SIMPLE plan that has previously been established but is being moved to an American Funds SIMPLE IRA Plan is an amended and restated plan. If this is an amended and restated plan and/or you are amending Sections 3 or 4, the effective date must be January 1 of the following calendar year.

*If no selection is made, the effective date is January 1 of the following calendar year.

3 Eligibility requirements

A. All Employees receiving at least $ _____* (Not to exceed $5,000) in Compensation, as defined in the Plan, during any ☐ 0 ☐ 1 ☐ 2 prior years† and who are reasonably expected to receive at least $ _____* (Not to exceed $5,000) in Compensation during the current year are eligible to participate in the Plan pursuant to the terms of the Plan, unless any such Employees are members of a properly excluded class.

B. The following Employees will be excluded from participation in the Plan unless you check the box below to include them:

☐ Employees covered by a collective bargaining agreement under which retirement plan benefits have been the subject of good-faith bargaining

Note: If this box is checked, the special rule for the one-plan requirement in Section 2.1 of the Terms and Conditions does not apply.

☐ Employees who are nonresident aliens with no U.S. income from the Employer

*If left blank, $5,000 will apply.

†If left blank, "2" will apply.

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4 Salary deferral elections

A. In addition to the 60-day period preceding the first day of the Plan Year, a Participant may make or amend his or her Salary Deferral Election:*

☐ Not applicable ☐ Weekly ☐ Biweekly ☐ Semimonthly ☐ Monthly

☐ Quarterly ☐ Semiannually ☐ Other _____

B. A Participant who terminates his or her Salary Deferral Election during the year† ☐ may **OR** ☐ may not enter into a new Salary Deferral Election as provided above.

* If left blank, "Monthly" will apply.

† If left blank, "may" will apply.

5 Financial professional

*This section **must** be filled out completely by the financial professional(s).*

We authorize American Funds Service Company (AFS) to act as our agent for this account and agree to notify AFS of purchases made under a Statement of Intention or Rights of Accumulation.

Name(s) of financial professional(s) | Professional/team ID # | Branch number | ( ) Ext. Daytime phone

Branch address | City | State | ZIP

Name of broker-dealer firm (as it appears on the Selling Group Agreement) | X Signature of person authorized to sign for the broker-dealer

6 Statement of Intention (SOI)

Purchases in the money market fund do not apply toward a Class A share SOI.

We, the Plan Sponsors, plan to invest over a 13-month period in one or more American Funds accounts. The aggregate amount will be at least:

☐ $25,000 ☐ $50,000 ☐ $100,000 ☐ $250,000 ☐ $500,000 ☐ $750,000 ☐ $1,000,000

7 Signatures

Consult your attorney or tax advisor to review the tax consequences of adopting this Plan prior to signing this Adoption Agreement.

The undersigned Employer hereby establishes a SIMPLE IRA Plan ("Plan") for the exclusive benefit of eligible Employees and appoints the Custodian as the Designated Financial Institution for the Plan. The terms of the Plan are set forth in the accompanying Plan document.

A. By the Employer: The undersigned Employer is an Eligible Employer.

Name (print) | Title

X Authorized signature | Date (mm/dd/yyyy)

This document may not be signed using Adobe Acrobat Reader's "fill and sign" feature.

B. By the Designated Financial Institution: The undersigned agrees to serve as the Designated Financial Institution, receiving all contributions made pursuant to this Plan and depositing those contributions to the SIMPLE IRA of each Participant.

For the Custodian by Laura D. Muller
Laura D. Muller, President

6455 Irvine Center Dr., Irvine, CA 92618
Address

CAPITAL GROUP® | AMERICAN FUNDS®

SIMPLE IRA
Notification to Eligible Employees

1 General information

☐☐–☐☐–☐☐☐☐
Date (mm/dd/yyyy)

Name of company

Employer contact

2 Notice of eligibility

You are eligible to make elective deferrals to the SIMPLE IRA Plan. This notice and the attached Summary Description provide you with information that you should consider before you decide whether to start, continue or change your Salary Deferral Election.

3 Employer contribution

Please choose one.

☐ A matching contribution equal to 100% of your elective deferrals, up to a limit of 3% of your compensation for the calendar year

☐ A matching contribution equal to 100% of your elective deferrals, up to _____% (between 1% and 3%) of your compensation for the calendar year

☐ A contribution equal to 2% of your compensation for the calendar year (The maximum amount of your compensation used to calculate contributions is limited to $290,000 for 2021, as indexed for inflation in future years.)

4 Administrative procedures

If you decide to start or change your Salary Deferral Election, you must complete and return it by:

☐☐–☐☐–☐☐☐☐
Date (mm/dd/yyyy)

(within 60 days of the date this notice is provided)

CAPITAL GROUP® | AMERICAN FUNDS®

Summary Description for the SIMPLE IRA Plan

I. Plan Information

Name of company

Address

EIN

Employer contact

II. Eligibility Requirements

You are eligible to participate in this Savings Incentive Match Plan for Employees ("SIMPLE") IRA Plan (the "Plan") if

- you received at least $5,000 (or a lesser amount if noted here $ _____) in compensation as defined under the terms of the Plan ("Compensation") from your employer during any two (or lesser number if noted here _____) prior years and
- you are reasonably expected to receive at least $5,000 (or a lesser amount if noted here $ _____) in Compensation during the current year.

You are not eligible to participate in this SIMPLE Plan if you fall into one of the categories listed below unless the box next to the description has been checked.

A. ☐ **Collectively Bargained Employees**
Employees who are part of a collective bargaining unit may be excluded from participation in this Plan if retirement benefits have been the subject of good faith bargaining between the collective bargaining unit and the employer.

B. ☐ **Nonresident Aliens**
Employees who are nonresident aliens who receive no taxable income from sources within the United States.

III. Contributions

Contributions made to your SIMPLE Individual Retirement Account ("SIMPLE IRA") can be Employee pre-tax deferrals and your employer's Matching Contributions or Nonelective Contributions, as described below. No other contributions may be made to your SIMPLE IRA. All contributions made to the Plan, and the earnings, are fully vested and nonforfeitable.

A. Employee Pre-Tax Deferrals
Once you are eligible, you may direct your employer to contribute a percentage of your Compensation on a pre-tax basis to your SIMPLE IRA by completing a Salary Deferral Election. The applicable limits are shown on the election.

B. Employer Contributions
Your employer must also make contributions to each eligible Employee's SIMPLE IRA. Your employer will notify you each year of the type and amount of contribution.

Matching Contributions
If your employer chooses to provide Matching Contributions, your employer will match your pre-tax deferrals on a dollar-for-dollar basis up to 3% (but not less than 1%) of your Compensation for any year. Your employer may contribute less than a 3% match (but not less than 1%) in no more than two out of every five years.

Example
Here is an example of a valid election to provide a reduced match in no more than two out of every previous five years. Please note that in every grouping of five years, the 3% match was provided to Employees at least three times.

Year 1	3% of Compensation
Year 2	1% of Compensation
Year 3	2% of Compensation
Year 4	3% of Compensation
Year 5	3% of Compensation
Year 6	3% of Compensation
Year 7	1% of Compensation

Nonelective Contributions
In lieu of Matching Contributions, your employer may elect to contribute 2% of Compensation to your SIMPLE IRA, whether you elect to make pre-tax contributions or not.

IV. Employee Elections

The enrollment period for each Plan Year runs from November 2 through December 31. During this time, once you are eligible, you will have the opportunity to make an election to participate in the Plan or, in subsequent years, to change your deferral percentage. You may elect to stop participating in the Plan at any time during the year. Your Plan may require you to wait until the beginning of the following year to restart contributions once you stop. Check with the employer contact listed in Section I of this summary for the Plan rules.

V. Withdrawals, Rollovers and Transfers From the Plan

Contributions made on your behalf to a SIMPLE IRA may be withdrawn, rolled over into another IRA or transferred to another IRA as provided below. To initiate a withdrawal, rollover or transfer, call **(800) 421-4225** to request the appropriate form.

A. Withdrawals
You may withdraw the Employee and employer contributions made to your SIMPLE IRA, including the earnings thereon, at any time. However, if you take a distribution prior to the time that you attain age 59½, you may be subject to a penalty of either 25% or 10%, depending on how long you have been a participant in the Plan. There are certain exceptions to the 25% and 10% early withdrawal penalties. In addition, withdrawals from your SIMPLE IRA are taxed as ordinary income. For more information on withdrawals, you may obtain IRS Publication 590-B by calling (800) TAX-FORM or by accessing the IRS website at **www.irs.gov**.

B. Rollovers
You may roll over your SIMPLE IRA held with Capital Bank and Trust Company℠ (CB&T) to another SIMPLE IRA with another custodian at any time. You may roll over your SIMPLE IRA to a Traditional IRA only after the two-year period beginning from the time you first participated in this Plan.

C. Transfers
When CB&T is the designated financial institution of your employer's SIMPLE IRA Plan, you may transfer your contributions (both your salary deferrals and your employer's contributions) to another trustee or custodian without cost or penalty by notifying CB&T when you initially establish your SIMPLE IRA account, or at any other time, by using the CB&T SIMPLE Transfer Election Form. CB&T will process this request without cost or penalty, provided you meet certain transfer requirements.

Prior to the transfer, the contributions (both your salary deferrals and your employer's contribution) that you want to transfer may only be invested in A or F-2 shares of American Funds U.S. Government Money Market Fund℠ so that the transfer may occur without cost or penalty to you. If you elect not to invest in A or F-2 shares of American Funds U.S. Government Money Market Fund but in another American Funds mutual fund or share class for which a sales charge or a contingent deferred sales charge is applicable, you may also transfer these contributions, but the transfer cannot be made without cost or penalty, since the sales charge will not be refunded.

To initiate such a transfer, contact the new trustee or custodian to obtain the appropriate forms. CB&T will complete a "custodian to custodian," or similar transfer, of all or a portion of your SIMPLE IRA account balance upon receipt of the recipient institution's acceptance of the SIMPLE IRA account. If your contribution was invested in a mutual fund class of shares subject to a sales charge or a contingent deferred sales charge, then the sales charges will not be refunded.

VI. Limitations of Description

This Summary Description is intended to provide general information about the Plan. However, the details of the form and features of the Plan are provided in the Plan document. Any discrepancies between this Summary Description and the Plan Document shall be determined in favor of the Plan Document. You may obtain a copy of the Plan Document from your employer, who may charge you a reasonable fee for copying the Plan Document.

VII. Custodian Information

Name: Capital Bank and Trust Company

Address: 6455 Irvine Center Drive
Irvine, CA 92618-4518

SIMPLE IRA
Salary Deferral Election

For employer/employee use only

Important information

- If you are opening a new account, you must attach a completed application to this form. Your employer will forward the completed application to American Funds Service Company® on your behalf.
- Return this completed form to your employer. **Do not send this form to American Funds Service Company or Capital Bank and Trust Company.℠**

General information

Please type or print clearly.

Name of employee

Name of company

Payroll election

See the chart at the bottom of this page for deferral and catch-up limits. Select one of the following five options.

A. ☐ **New election for NEW participants** — I am opening a new account (the application is attached). I elect to have the following amount withheld from my compensation and contributed to the SIMPLE IRA Plan.

Pre-tax deferrals of ☐ _____% **OR** ☐ $ _____ Effective date _____ (mm/dd/yyyy)

B. ☐ **Change deferrals** — I am currently participating in the SIMPLE IRA Plan and wish to change my election.

Pre-tax deferrals of ☐ _____% **OR** ☐ $ _____ Effective date _____ (mm/dd/yyyy)

C. ☐ **Maintain deferrals** — I am participating in the SIMPLE IRA Plan and wish to maintain my current deferral election.

D. ☐ **Suspend deferrals** — I wish to stop deferring to the SIMPLE IRA Plan as of the effective date specified below.

Effective date _____ (mm/dd/yyyy)

E. ☐ I do not wish to make any pre-tax salary deferrals at this time.

Signature

If electing salary deferrals, I authorize my employer to withhold the amount/percentage specified above from each paycheck as of the effective date provided, which will reduce my compensation under this election (my elective deferral contributions). I may revoke or update this election at any time as permitted by my employer. My elective deferral contributions are not subject to federal (or state, if applicable) income tax until distributed from the Plan. If I revoke this election, I acknowledge that, contingent upon the terms of the SIMPLE IRA Plan, I may be prohibited from submitting another Salary Deferral Election until the enrollment period immediately preceding the next plan year. The revocation or update will be effective as soon as administratively possible by my employer after they have received the notice. I also understand that my elective deferral contributions are subject to gain or loss in accordance with my selected investments.

X _____ / / _____

Signature of employee — Date (mm/dd/yyyy)

Year	Deferral limit	Catch-up limit*
2020	$13,500	$3,000
2021	$13,500	$3,000

*You must be at least 50 years old to make a catch-up contribution.

CAPITAL GROUP® | AMERICAN FUNDS®

Savings Incentive Match Plan for Employees for use with a SIMPLE Retirement Account

Internal Revenue Service Letter Serial No. K901972b

Terms and Conditions

American Funds Distributors, Inc. hereby establishes this Savings Incentive Match Plan for Employees ("SIMPLE") for use by eligible Employers who wish to establish a SIMPLE for their Employees. Upon execution of an Adoption Agreement by an Employer, a SIMPLE IRA Plan, which incorporates by reference both this document and the American Funds SIMPLE Individual Retirement Account Custodial Agreement ("SIMPLE IRA"), collectively referred to as ("SIMPLE IRA Plan"), is established. The Custodian will serve as the Designated Financial Institution for the SIMPLE IRA Plan and as Custodian of each SIMPLE IRA that must be established by or on behalf of Participants. This SIMPLE IRA Plan is intended to comply with §408(p) of the Internal Revenue Code of 1986 ("Code"), as amended, and the applicable provisions of the Employee Retirement Income Security Act of 1974, including all regulations thereunder.

Article I — Definitions

1.1 "Adoption Agreement" means the document attached to this Plan through which the Employer establishes a SIMPLE IRA Plan.

1.2 "Compensation" means wages, tips and other compensation from the Employer that are subject to federal income tax withholding under Code §3401(a), and all other payments of compensation to an Employee by the Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the Employee a written statement under Code §§6041(d) and 6051(a)(3). Compensation must be determined without regard to any rules under Code §3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed.

Compensation also includes the Elective Deferrals made under this SIMPLE IRA Plan and, if applicable, compensation deferred under a Code §457 plan. Compensation does not include any amounts deferred by the Employee pursuant to a Code §125 cafeteria plan.

In determining an Employee's Compensation for prior years, the Employee's elective deferrals under a Code §401(k) plan, SARSEP or Code §403(b) arrangement are also counted as Compensation.

For Self-Employed Individuals, Compensation is Earned Income from self-employment. "Earned Income" means the net earnings from self-employment with respect to the Employer determined under Code §1402(a), without regard to Code §1402(c)(6), prior to subtracting any contributions made pursuant to the plan on behalf of the Individual.

1.3 "Effective Date" means the date on which the SIMPLE IRA Plan, or an amendment thereto, becomes effective. The Effective Date must be January 1 of the applicable year. If this is the first year for which the Employer is adopting a SIMPLE IRA Plan, the Effective Date may be any date between January 1 and October 1, inclusive of the applicable year.

1.4 "Elective Deferrals" means the employer contributions made at the election of a Participant via a Salary Deferral Agreement in lieu of cash Compensation. Elective Deferrals must be made pursuant to a Salary Deferral Agreement.

No Elective Deferrals may be made by an Employee on the basis of Compensation that the Employee received or had a right to receive before the date on which the Employee commences participation in the SIMPLE IRA Plan and the Employee's execution of a Salary Deferral Agreement.

1.5 "Employee" means any individual, including a Self-Employed Individual, who is determined to be an Employee, including leased employees described under Code §414(n) and employees described under Code §414(o) of the Employer, as defined in paragraph 1.6.

1.6 "Employer" means the eligible entity adopting this SIMPLE IRA Plan, including any eligible entity that succeeds the Employer and adopts this SIMPLE IRA Plan. For the purpose of this SIMPLE IRA Plan, Employer shall also mean the Employer that adopts this SIMPLE IRA Plan and all members of a controlled group of corporations (as defined in Code §414(b)), all commonly controlled trades or businesses (as defined in Code §414(c)) and all affiliated service groups (as defined in Code §414(m)) of which the adopting Employer is a part. Employer shall also include any other entity required to be aggregated with the Employer pursuant to Code §414(o).

1.7 "Matching Contributions" means employer contributes to a Participant's SIMPLE IRA on his or her behalf attributable to the amount of his or her Elective Deferrals under the SIMPLE IRA Plan.

1.8 "Nonelective Contributions" means employer contributions that are contributed to a Participant's SIMPLE IRA on his or her behalf in proportion to their Compensation under the SIMPLE IRA Plan.

1.9 "Plan Year" means the calendar year.

1.10 "Salary Deferral Agreement" means the written agreement between the Employer and a Participant in which the Participant authorizes the Employer to withhold and deposit a portion of his or her Compensation to his or her SIMPLE IRA.

1.11 "Self-Employed Individual" means a person who has Earned Income for the taxable year from the trade or business for which the SIMPLE IRA Plan is established including an individual who would have had Earned Income but for the fact that the trade or business had no net profits for the taxable year.

1.12 "SIMPLE IRA" means an American Funds SIMPLE Individual Retirement Account is established pursuant to the terms of the American Funds SIMPLE Individual Retirement Account Custodial Agreement upon execution of an American Funds SIMPLE IRA Application by or on behalf of a Participant.

1.13 "SIMPLE IRA Plan" means this Savings Incentive Match Plan for Employees, including the attached Adoption Agreement.

1.14 "Sponsor" means American Funds Distributors, Inc. or any successor(s) or assign(s).

1.15 "Custodian" means Capital Bank and Trust Company or any successor thereto.

Article II — Eligibility Requirements

2.1 Eligible Employer. The Employer will be an eligible Employer if, with respect to any year, the Employer had no more than 100 Employees who received at least $5,000 of Compensation from the Employer for the preceding calendar year. Additionally, the Employer may not maintain any other qualified plan (as defined in Code §219(g)(5)(A) or (B)) with respect to which contributions were made, or benefits were accrued, in any year in the period beginning with the year this SIMPLE IRA Plan became effective and ending with the year for which a determination is being made. Except this one-plan requirement is not violated if the Employer maintains another qualified plan that limits participation to Employees covered under a collective bargaining agreement described in Code §410(b)(3)(A) and eligibility to participate in this SIMPLE IRA Plan is limited to other Employees.

2.2 Two-Year Grace Period. An Employer who properly establishes and maintains this SIMPLE IRA Plan for one or more years, and who subsequently fails to be an Eligible Employer in a calendar year pursuant to paragraph 2.1, shall be treated as an Eligible Employer for the two years following the last year the Employer was eligible. During this period, employees who would be employed by another employer involved in the transaction, had the transaction not occurred, are not eligible to participate in this SIMPLE IRA Plan unless the other employer executes a Co-Sponsor Adoption Page as a Co-Sponsor. If, after expiration of the two-year grace period, the Employer fails to comply with the eligibility requirement of paragraph 2.1, the Employer must terminate this SIMPLE IRA Plan. However, if such failure is due to an acquisition, disposition or similar transaction involving the Employer, the preceding sentence shall apply only in accordance with rules similar to the rules of Code §410(b)(6)(C)(i).

2.3 Participation. Employees shall be eligible to participate in this SIMPLE IRA Plan the first day of the first Plan Year after they have met the SIMPLE IRA Plan's eligibility requirements as set forth in the Adoption Agreement. In no event shall an Employee receiving at least $5,000 in Compensation (or such lesser amount, if provided in the Adoption Agreement) from the Employer during any two prior years, or such lesser period if provided in the Adoption Agreement, and who is reasonably expected to receive at least $5,000 in Compensation, or such lesser amount, if provided in the Adoption Agreement, during the current year be excluded from the SIMPLE IRA Plan unless he or she is a member of a class that has been excluded by the Employer in the Adoption Agreement. There are no age or service requirements for an Employee to participate in this SIMPLE IRA Plan.

2.4 Exclusions From Eligibility. If elected in the Adoption Agreement, the following classification of Employees may be excluded from participation in the SIMPLE IRA Plan:

(a) Employees who are part of a collective bargaining unit if retirement benefits have been the subject of good faith bargaining, and/or

(b) Nonresident aliens with no taxable income from U.S. sources.

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2.5 Change in Employment Class. If an Employee who is not a member of an eligible class of Employees becomes a member of such class, the Employee shall participate as of the date the Employee changes to an eligible class, provided that he or she has satisfied the eligibility requirements under paragraph 2.3, if any. If a Participant becomes ineligible because he or she is no longer a member of an eligible class of Employees, such Participant shall participate as of the date the Employee returns to an eligible class of Employees. A former Participant shall again become a Participant as of the date of his or her rehire by the Employer.

2.6 Employment Rights. Participation in the SIMPLE IRA Plan shall not confer upon a Participant any employment rights, nor shall it interfere with the Employer's right to terminate the employment of any Employee.

2.7 Plan Notice. The Employer shall notify each Eligible Employee immediately before each 60-day Enrollment Period of the Employee's opportunity to make an election. The notice shall include a copy of the summary description as described in Code §408(l)(2)(B). Code §6693(c)(1) provides that, if an Employer fails to provide one or more notices, such Employer may be subject to a penalty of $50 per day for each day there is a failure to provide such notice.

Article III — Employee Contributions

3.1 Elective Deferral. A Participant may make Elective Deferrals to this SIMPLE IRA Plan by executing a Salary Deferral Agreement. The amount that a Participant may elect to contribute may be expressed as a percentage of Compensation.

Elective Deferrals may not be based on Compensation a Participant has received, or had a right to receive, prior to the date on which such Participant commenced participation in this SIMPLE IRA Plan and the execution of the Participant's Salary Deferral Agreement.

Each Participant may elect to participate in the SIMPLE IRA Plan and, in subsequent years, change his or her deferral percentage during the "Enrollment Period" or as otherwise provided in the Adoption Agreement.

"Enrollment Period" means for the first Plan Year of the SIMPLE IRA Plan, a 60-day period that includes or extends beyond the Effective Date and begins no later than the Effective Date, or, a 60-day period that begins before the Effective Date and concludes no sooner than the day before the Effective Date. For any Plan Year, other than the first Plan Year of the SIMPLE IRA Plan, in which an Employee first becomes eligible to participate, the Enrollment Period is the 60-day period that ends on the date the Employee becomes eligible. The Enrollment Period for all subsequent years is the 60-day period immediately preceding the first day of the Plan Year.

In the case of an Employee who becomes an eligible Employee other than at the beginning of a calendar year because 1) this plan does not impose a prior-year-compensation requirement, 2) the Employee satisfied this plan's prior-year-compensation requirement during a prior period of employment with the Employer or 3) this plan is first effective after the beginning of a calendar year, the eligible Employee must be permitted to make or modify a salary reduction election during the 60-day period that begins on the day Plan Notice is provided to the Employee and that includes the day the Employee becomes an eligible Employee or the day before.

The Salary Deferral Agreement will become effective as soon as practical after receipt by the Employer (or, if later, the date specified by the Participant in the Salary Deferral Agreement), but any election made by the Participant may be modified prospectively any time during the 60-day period.

In addition to the elections allowed above, a Participant may make or change his or her deferral election as provided in the Adoption Agreement. If an election is made or modified during one of these other election periods, it will become effective as soon as practical after the receipt of the election by the Employer or if later, the date specified by the Participant in the Salary Deferral Agreement. A Participant may elect to stop participating in the SIMPLE IRA Plan at any time during the year. If elected in the Adoption Agreement, a Participant who terminates his or her Salary Deferral Agreement may resume participation prior to the beginning of the next Plan Year.

A Participant who would attain age 50 or over by the end of the year can elect to have his or her Compensation reduced by an additional amount of $500 for 2002, $1,000 for 2003, $1,500 for 2004, $2,000 for 2005, and $2,500 for 2006 and later years. After 2006, the maximum additional amount will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code §414(v)(2)(C). Such adjustments will be in multiples of $500.

3.2 Contribution of Elective Deferrals. The Employer must deposit the Elective Deferrals to each Participant's SIMPLE IRA as of the earliest date on which those contributions can reasonably be segregated from the Employer's general assets, but in no case later than the close of the 30-day period following the last day of the month to which such Elective Deferrals relate.

3.3 Limit on Elective Deferrals. A Participant's total annual Elective Deferrals are limited to $7,000 for 2002, $8,000 for 2003, $9,000 for 2004, and $10,000 for 2005 and later years. After 2005, the maximum amount will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code §408(p)(2)(E). Such adjustments will be in multiples of $500.

Article IV — Employer Contributions

4.1 Contribution Requirement. The Employer is required to make a contribution on behalf of eligible Participants in accordance with the requirements of either paragraph 4.2 or 4.3 below.

4.2 Matching Contribution. The Employer may elect to match each Participant's Elective Deferrals on a dollar-for-dollar basis up to 3% of each Participant's Compensation. As an alternative, the Employer may elect to match Elective Deferrals on a dollar-for-dollar basis on a lower percentage of Compensation (not less than 1%) for any Plan Year. If the Employer makes this election for any Plan Year, the Employer must notify Employees of the election within a reasonable period before the 60th day preceding the beginning of such Plan Year.

The election to match on a lower percentage for any Plan Year may not result in the Matching Contribution being less than 3% of Compensation for more than two of the years in the period of five calendar years ending with such Plan Year. If any year in the five-year period is a year prior to the Effective Date of this SIMPLE IRA Plan or any year the Employer makes nonelective contributions to a SIMPLE IRA Plan, the Employer shall be treated as if it had made a 3% Matching Contribution for such Plan Year.

4.3 Nonelective Contribution. In lieu of the Matching Contribution described in paragraph 4.2, the Employer may elect to make a Nonelective Contribution of 2% of Compensation for each eligible Employee for the current year. For purposes of the 2% Nonelective Contribution, the Compensation taken into account for any year shall not exceed the compensation limit in effect for such year under §401(a)(17) of the Code as adjusted by the Secretary of the Treasury for increases in the cost-of-living in accordance with Code §417(a)(17)(B). Such adjustments will be in multiples of $5,000. (The Compensation limit for 2016 is $265,000.) If the Employer makes this election for any Plan Year, the Employer must notify Employees of the election within a reasonable period before the 60th day preceding the beginning of such Plan Year.

4.4 Timing of Employer Contributions. Matching Contributions and Nonelective Contributions must be deposited to each Participant's SIMPLE IRA by the Employer's tax filing due date, plus extensions. Matching Contributions and Nonelective Contributions are deductible in the taxable year of the Employer that ends with or within the Plan Year for which such contributions were made. Matching and Nonelective Contributions shall be treated as made for a taxable year if they are made on account of the taxable year and made not later than the Employer's tax filing due date, plus extensions.

4.5 No Other Contributions. Employee Elective Deferrals under paragraph 3.1, Matching and Nonelective Contributions under paragraphs 4.2 and 4.3, respectively, are the only contributions that may be made to this SIMPLE IRA Plan.

Article V — Vesting

A Participant's interest in his or her Elective Deferrals, Matching Contributions and Nonelective Contributions, including the earnings thereon, is 100% vested and nonforfeitable at all times.

Article VI — Treatment of Excess Contributions

The maximum amount of Elective Deferrals that may be contributed to each Participant's SIMPLE IRA in a Plan Year is limited to $12,500, as adjusted. If excess Elective Deferrals are made to a Participant's SIMPLE IRA for a Plan Year, he or she must withdraw the excess from the SIMPLE IRA (plus investment earnings thereon) by the April 15 immediately following the end of the Plan Year in which the excess was deferred.

If the excess Elective Deferrals (plus investment earnings thereon) are distributed within the time period provided above, the excess Elective Deferrals are included in the Participant's gross income for the calendar year in which contributed and any income

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thereon is taxable in the calendar year withdrawn. If the excess Elective Deferrals (plus investment earnings thereon) are not distributed within the specified time period, the excess Elective Deferrals are subject to the contribution limits of Code §§219 and 408 and may be considered an excess contribution to the Participant's SIMPLE IRA. Such excess Election Deferrals may be subject to the 6% tax on excess contributions pursuant to Code §4973. Income on the excess Elective Deferrals withdrawn from the SIMPLE IRA after the time period provided above may be subject to the 10% tax on early distributions pursuant to Code §72(t) if the recipient Participant has not attained age 59½.

If less than 100% of the excess Elective Deferrals and any income thereon is distributed, the distribution is treated as if ratably received from the excess Elective Deferrals and the income thereon.

Article VII — Participant Accounts

7.1 SIMPLE Retirement Accounts. This SIMPLE IRA Plan must be used in conjunction with a SIMPLE IRA. Each Employee, upon becoming a Participant under the SIMPLE IRA Plan, shall establish a SIMPLE IRA in accordance with the rules and regulations established by agreement between the Custodian and the Employer.

7.2 Determination of Deposit. When making a contribution under the SIMPLE IRA Plan, the Employer shall calculate each Participant's proportionate share of the Employer's contribution for that Plan Year. The Employer shall then deliver the contribution to the Custodian indicating the amount to be credited to each Participant's SIMPLE IRA.

7.3 Control of the Account. All contributions made under the SIMPLE IRA Plan by the Employer shall be irrevocable. After allocation to a Participant's SIMPLE IRA, the Employer shall have no further control of such contribution and the terms of the Participant's SIMPLE IRA shall be fully effective and controlling.

7.4 Allocation of Elective Deferrals. The Employer shall contribute to each Participant's SIMPLE IRA the amount of the Elective Deferrals designated in his or her Salary Deferral Agreement, up to the contribution limits allowed by applicable law.

Article VIII — Administration

8.1 Plan Administrator. The Employer shall be the Plan Administrator, unless such duties are designated to another party. The duties of the Plan Administrator shall include:

(a) carrying out the provisions of the SIMPLE IRA Plan, including determining eligibility of Employees, allocating contributions and interpreting the SIMPLE IRA Plan when necessary;

(b) delivering all contributions to the Custodian, showing the amount to be allocated to each Participant's SIMPLE IRA;

(c) communicating with Employees regarding their participation and benefits under the SIMPLE IRA Plan;

(d) advising Employees in writing of all contributions to their SIMPLE IRAs;

(e) performing any other duties required of the Plan Administrator;

(f) insuring that no contribution exceeds the limits imposed by Code §408(p) or any other applicable law, regulation or order;

(g) executing necessary documents to establish a SIMPLE IRA with the Custodian for eligible Employees; and

(h) providing the Plan notice described in paragraph 2.7 to eligible Employees.

8.2 Custodian. The Custodian shall be depositary for individual SIMPLE IRAs, established by or on behalf of Participants. As depositary, the Custodian shall:

(a) accept for deposit contributions transmitted by the Employer; and

(b) administer each individual SIMPLE IRA in accordance with the provisions of the SIMPLE IRA agreement.

The Custodian shall not need to verify the amount of the contributions received or the amounts allocated to individual SIMPLE IRAs.

8.3 Designated Financial Institution. The Custodian agrees to serve as the Designated Financial Institution, receiving all contributions made pursuant to this SIMPLE IRA Plan and depositing those contributions to the SIMPLE IRA of each Participant as soon as practicable. Upon request of any Participant, the Custodian also agrees to transfer the Participant's balance in the SIMPLE IRA established hereunder to another SIMPLE IRA without cost or penalty to the Participant, if such SIMPLE IRA's investments meet the requirements of the Custodian for transfer without cost or penalty.

8.4 Withdrawals. A Participant may withdraw contributions made to the Participant's SIMPLE IRA, including the earnings thereon, at any time. However, if the Participant makes any withdrawals prior to the time he or she attains age 59½, the Participant will be subject to a penalty unless an exception applies. The penalty is contingent on the Participant's period of participation in the SIMPLE IRA Plan. If the Participant has been participating in the SIMPLE IRA Plan for two years or less, withdrawals prior to age 59½ will be subject to a 25% penalty, unless an exception applies under the Code. Similarly, if the Participant has been participating in the SIMPLE IRA Plan for more than two years, withdrawals prior to age 59½ will be subject to a 10% penalty, unless an exception applies under the Code.

8.5 Rollovers. A Participant may roll over contributions made to the Participant's SIMPLE IRA, including the earnings thereon, to another SIMPLE IRA at any time. If the Participant is under age 59½ and such Participant would like to roll over his or her SIMPLE IRA to an IRA, the Participant may only do so after a two-year period beginning from the time he or she first participated in the SIMPLE IRA Plan.

8.6 Use of IRS Compliance Programs. Nothing in this SIMPLE IRA Plan should be construed to limit the availability of the IRS' voluntary compliance programs, the Employee Plans Compliance Resolution System (which encompasses the Administrative Policy Regarding Self-Correction, the Walk-in CAP, Audit CAP, and the Voluntary Compliance Resolution Program).

Article IX — Amendment and Termination

9.1 Amendment by Sponsor. The Sponsor may amend this SIMPLE IRA Plan at any time without obtaining the approval or consent of the Employer or Participant(s) provided that no amendment shall authorize or permit any SIMPLE IRA Plan asset to be used for or diverted to purposes other than the exclusive benefit of Participants and their beneficiaries. The Sponsor will inform each adopting Employer of any amendments to or termination of the SIMPLE IRA Plan.

9.2 Amendment by Employer. The Employer may amend any option elected in the Adoption Agreement provided that no amendment shall authorize or permit any part of the Employer's contribution to be used for or diverted to purposes other than for the exclusive benefit of Participants.

9.3 Plan Amendments. Any amendment to this SIMPLE IRA Plan can become effective only at the beginning of a calendar year and must conform to the content of the Plan notice for the calendar year.

9.4 Termination. The Employer may terminate the Plan upon 60 days' written notice to the Custodian. In such event, the Custodian, if applicable, shall continue to administer each Participant's SIMPLE IRA as provided under the SIMPLE IRA agreement. The Sponsor may also terminate the SIMPLE IRA Plan upon written notice to the Employer.

Article X — Governing Law

Construction, validity and administration of this SIMPLE IRA Plan shall be governed by federal law. Where there is no applicable federal law, this SIMPLE IRA Plan shall be governed by, construed in accordance with and administered under the laws of the State of California. Each party agrees that all actions or proceedings instituted by the Custodian, Employer, Participant, Beneficiary or any interested party arising under or growing out of this Agreement shall be brought in the state or federal courts of California. In the event of reasonable doubt respecting the proper course of action to be taken with respect to the SIMPLE IRA Plan, the Custodian may, in its sole and absolute discretion, resolve such doubt by judicial determination that shall be binding on all parties who may claim any interest in the SIMPLE IRA Plan. A judicial determination may include, but not be limited to, the Custodian petitioning the appropriate court to remain as Custodian over the SIMPLE IRAs in order to preserve the SIMPLE IRA's federal tax-deferred status pending the court's resolution of the SIMPLE IRA Plan. In the event of any such judicial determination, all court costs, legal expenses, reasonable compensation for the time expended by the Custodian and any other expenses and costs, including reasonable attorney's fees, shall be collected by the Custodian from the SIMPLE IRA(s) in accordance with the terms of the SIMPLE IRA(s).

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ESTIMATE

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Estimate details
Estimate no.: 202107
Estimate date: 10/08/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**BOX SCANNING**	Professional document scanning and digitization services including document preparation, searchable PDF creation, quality control review, and organized digital file delivery.	1	$3,780.00	$3,780.00
		Standard Box Scanning	Standard storage box (10"x12"x15"), typically 2,000–3,000 pages depending on file density. • Document preparation (removal of staples, paperclips, and minor repairs) • High-quality scanning at 300 DPI • Monochrome, grayscale, and color scanning • OCR (searchable PDF) • 100% quality control review • Organized searchable digital files for efficient retrieval • Loose reassembly	13	$135.00	$1,755.00
		Folder-Level File Naming & Indexing	Files are indexed based on existing folder structure, binder labels, or client-provided file organization methodology. Standard folder-level file naming and indexing included at no additional charge.	0	$0.25	$0.00
		Document Pickup (Standard Access)	Pickup and Delivery of original Boxes/documents from the client's location. Includes two scheduled round trips between Kingman Regional Medical Center in Kingman, Arizona, and USA IMAGING's Poway, California, facility,	1	$2,000.00	$2,000.00

	totaling approximately 1,460 miles. Includes secure transportation of original records, with return delivery upon project completion.			

USB-External Digital Media Delivery	USB flash drive or external hard drive provided with scanned files for offline access, transfer, and backup. Media pricing varies based on required storage capacity. Encryption available	1	$25.00	$25.00
		Total		**$3,780.00**

Accepted date

Accepted by

INVOICE

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3269 N. Stockton Hill Rd
Kingman, AZ 86409 USA

Invoice details
Invoice no.: 4759
Terms: Net 15
Invoice date: 10/22/2026
Due date: 11/06/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.	10/21/2026	**C-Size Plan Scanning (B/W)**	18x24 (B/W) Newspapers	179	$1.65	$295.35

Total **$295.35**

Ways to pay

BANK

Thank you for your business. Please, remit your check payment at your earliest convenience.

View and pay

Hospital District Board Records Digitization Project

Project Status and Invoice Summary

USA IMAGING, Inc. was engaged to scan and digitize Hospital District Board records to improve long-term preservation, organization, accessibility, and retrieval of District records.

The original project estimate totals **$3,780.00**. The scope includes scanning and digitization of 13 standard storage boxes, document preparation, creation of searchable PDF files using OCR, quality-control review, file organization and indexing, transportation of the original records between Kingman and USA IMAGING, Inc. in Poway, California, and delivery of the completed digital records on USB or external digital media.

The estimate specifically includes **$1,755.00 for scanning 13 storage boxes**, **$2,000.00 for pickup and return delivery**, and **$25.00 for digital media delivery**, for the total project cost of **$3,780.00**.

An additional invoice in the amount of **$295.35** was issued for scanning **179 18-by-24-inch black-and-white newspaper pages** at $1.65 per page.

The combined amount associated with the two documents is therefore **$4,075.35**

Scheduled Completion and Payment

As of **November 5, 2026**, the vendor is scheduled to return to Kingman on **Sunday, November 8, 2026**, to deliver the digitized records and digital storage media and to receive payment.

Because the November 10 Hospital District Board meeting occurs after the scheduled November 8 exchange, the intent is for the digitized materials to have been returned and payment provided before the Hospital District Board meeting. **However, this packet is being prepared in advance of November 8, so the delivery and payment should not be represented as having already occurred.**

Purpose of the November 10 Agenda Item

The purpose of this agenda item is to provide the Hospital District Board with documentation regarding the records-digitization project, the associated charges, the scheduled return of the completed records, and the planned payment to USA IMAGING, Inc..

Total documented project cost: $4,075.35

- Original digitization project: **$3,780.00**
- Additional oversized newspaper scanning: **$295.35**