HOSPITAL DISTRICT NUMBER ONE OF MOHAVE COUNTY

3269 Stockton Hill Road

Kingman, Arizona 86409

AGENDA (SEPTEMBER 1, 2026)

The Governing Board of Hospital District Number One of Mohave County (Hospital District Board) will meet in Regular Session on Tuesday, September 1, 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. CONSIDERATION AND APPROVAL OF MINUTES

A. Discussion and possible action regarding the approval of Minutes of Regular Board Meeting of August 13, 2026.

IV. NEW BUSINESS

A. Update, discussion, and possible action regarding the new IGA Agreement for the Hospital District Board.

I. NEXT MEETING

II. ADJOURNMENT

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the attached notice will be duly sent to the Mohave County Board of Supervisors no later than August 31, 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 August 31, 2026, 4:00 p.m. in accordance with the statement filed by the Hospital District Number One of Mohave County. Dated this 28th day of August 2026.

Posted by Billy Neal

Billy Neal 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/285842259526956?p=9bS0Hk105z6igdTFhC

Meeting ID: 285 842 259 526 956

Passcode: nb3Ts7Lt

HOSPITAL DISTRICT NUMBER ONE OF MOHAVE COUNTY

3269 Stockton Hill Road – Kingman, AZ 86409

MINUTES – AUGUST 13, 2026

The Governing Body of Hospital District Number One of Mohave County (Hospital District Board) met in Regular Session on Thursday, August 13, 2026, at 4:00 p.m. The meeting was held at Kingman Regional Medical Center in 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 Chairman Logan Marsh at 4:03 p.m. A quorum was identified.

II. ROLL CALL OF THE HOSPITAL DISTRICT BOARD MEMBERS

Board Members Present:

Logan Marsh, Chairman

Dr. Carol Newmyer

Leanne Smith, Vice Chair

Board Positions Vacant:

One term expiring November 2028

One term expiring November 2026

Members of the Public Present:

Jacob Marsh

Thomas Price

KRMC Representatives Present:

Chris Bennett

Heath Evans

Allen Poston

Candice McDaniel

Billy Neal

Cheryl Porter (via Teams)

III. RESIGNATIONS OF BOARD MEMBERS

Discussion ensued regarding the resignations of Board Members Katie Tacheron and Teresa Boegler. Chairman Marsh expressed appreciation for their service to the Hospital District Board.

ACTION: MOTION MADE BY BOARD MEMBER SMITH AND SECONDED BY BOARD MEMBER NEWMYER TO ACCEPT THE RESIGNATIONS OF KATIE TACHERON AND TERESA BOEGLER. VOTE 3/0.

IV. LEADERSHIP NOMINATIONS AND ELECTION OF CHAIR AND VICE CHAIR

Discussion ensued regarding nominations for Board leadership positions.

ACTION: MOTION MADE BY BOARD MEMBER SMITH AND SECONDED BY BOARD MEMBER NEWMYER TO NOMINATE LOGAN MARSH AS CHAIRPERSON OF THE HOSPITAL DISTRICT BOARD. VOTE 3/0.

ACTION: MOTION MADE BY BOARD MEMBER NEWMYER AND SECONDED BY CHAIRMAN MARSH TO NOMINATE LEANNE SMITH AS VICE CHAIR OF THE HOSPITAL DISTRICT BOARD. VOTE 3/0.

V. CONSIDERATION AND APPROVAL OF MINUTES

Minutes from the July 14, 2026 Regular Board Meeting were reviewed. Board Members indicated there were no concerns or requested revisions.

ACTION: MOTION MADE BY BOARD MEMBER NEWMYER AND SECONDED BY BOARD MEMBER SMITH TO ACCEPT THE JULY 14, 2026 MINUTES AS WRITTEN. VOTE 3/0.

VI. RESIGNATION OF EXECUTIVE ASSISTANT TO THE BOARD

A. Acceptance of Resignation of Executive Assistant Catherine Furtado

Discussion ensued regarding the resignation of Catherine Furtado. Questions were raised regarding plans for a permanent replacement, which will be discussed at a future meeting.

ACTION: MOTION MADE BY BOARD MEMBER SMITH AND SECONDED BY BOARD MEMBER NEWMYER TO ACCEPT THE RESIGNATION OF CATHERINE FURTADO. VOTE 3/0.

B. Filling the Executive Assistant Position

Discussion ensued regarding the temporary filling of the Executive Assistant position. Chairman Marsh recommended that Billy Neal resume duties as Secretary/Executive Assistant on a temporary basis.

ACTION: MOTION MADE BY BOARD MEMBER NEWMYER AND SECONDED BY BOARD MEMBER SMITH TO APPROVE BILLY NEAL SERVING AS TEMPORARY SECRETARY/EXECUTIVE ASSISTANT TO THE BOARD. VOTE 3/0.

VII. NEW BUSINESS

A. Removal of Former Board Members from Wells Fargo Signature Card

Discussion ensued regarding removal of former Board Members from the signature authority associated with District banking accounts.

ACTION: MOTION MADE BY BOARD MEMBER NEWMYER AND SECONDED BY BOARD MEMBER SMITH TO REMOVE KATIE TACHERON AND TERESA BOEGLER FROM THE WELLS FARGO SIGNATURE CARD. VOTE 3/0.

B. District Checkbook

Discussion ensued regarding the location and security of the District's checkbook. It was determined the checkbook would remain in its current secured storage location.

ACTION: NO ACTION TAKEN.

C. Google, Cell Phone and Staples Accounts

Discussion ensued regarding the District's Google account, Staples account, and Board-issued cell phones.

ACTION: NO ACTION TAKEN.

D. Appointment of Individuals to Fill Two Board Vacancies

Discussion ensued concerning the Board's two vacant positions and possible approaches to recruitment and appointment.

ACTION: MOTION MADE BY CHAIRMAN MARSH TO DELAY APPOINTMENTS UNTIL THE BEGINNING OF THE NEW YEAR. MOTION FAILED FOR LACK OF A SECOND.

Additional discussion followed concerning recruitment timelines and the need to maintain continuity during ongoing Board transitions.

ACTION: MOTION MADE BY BOARD MEMBER NEWMYER AND SECONDED BY BOARD MEMBER SMITH TO ANNOUNCE THAT THE HOSPITAL DISTRICT BOARD IS ACCEPTING RESUMES FOR THE VACANT POSITIONS AND TO MAKE AN APPOINTMENT DECISION ON OR BEFORE THE EXPIRATION OF A 90-DAY RECRUITMENT PERIOD. VOTE 3/0.

E. Public Records Request from MIT Research Student Shang Wang

Discussion ensued regarding the scope and complexity of a public records request submitted by Shang Wang. Attorney Thomas Price provided legal guidance regarding compliance obligations, estimated effort, and potential cost recovery options. Board members discussed appropriate cost estimates due to the volume of records requested and the lack of digital archives.

ACTION: MOTION MADE BY BOARD MEMBER SMITH AND SECONDED BY BOARD MEMBER NEWMYER AUTHORIZING THE BOARD CHAIRPERSON TO DRAFT A RESPONSE LETTER FOR REVIEW BY BOARD ATTORNEY THOMAS PRICE PRIOR TO DISTRIBUTION. VOTE 3/0.

VIII. OLD BUSINESS

A. District Credit Card

Discussion ensued regarding the use of a District credit card and related safeguards. Board Members discussed preapproval requirements and payment controls.

ACTION: MOTION MADE BY BOARD MEMBER SMITH AND SECONDED BY BOARD MEMBER NEWMYER TO APPROVE THE USE OF A DISTRICT CREDIT CARD PROVIDED EXPENSES ARE PREAPPROVED AND PAID THROUGH THE WARRANT PROCESS ON A MONTHLY BASIS. VOTE 3/0.

B. Purchase of Laptops and Office Equipment

Discussion ensued regarding the potential purchase of laptop computers and office equipment. The Board agreed additional budget review was warranted before moving forward.

ACTION: MOTION MADE BY CHAIRMAN MARSH AND SECONDED BY BOARD MEMBER NEWMYER TO TABLE THIS ITEM UNTIL THE NEXT BOARD MEETING. VOTE 3/0.

C. Office Lease with Mohave County

Discussion ensued regarding the previously proposed office lease arrangement with Mohave County.

ACTION: MOTION MADE BY CHAIRMAN MARSH TO INFORM MOHAVE COUNTY THAT THE BOARD WOULD NOT PURSUE THE LEASE PROPOSAL. MOTION FAILED FOR LACK OF A SECOND.

ACTION: MOTION MADE BY CHAIRMAN MARSH AND SECONDED BY BOARD MEMBER NEWMYER TO TABLE THE MATTER. VOTE 3/0.

D. Obtaining an Office

ACTION: MOTION MADE BY CHAIRMAN MARSH AND SECONDED BY BOARD MEMBER SMITH TO ENTER EXECUTIVE SESSION FOR LEGAL ADVICE. VOTE 3/0.

The Board entered Executive Session at 4:26 p.m. and returned to Regular Session at approximately 4:50 p.m. Executive Session lasted approximately fourteen minutes.

ACTION: MOTION MADE BY BOARD MEMBER SMITH AND SECONDED BY BOARD MEMBER NEWMYER TO RECONVENE IN REGULAR SESSION. VOTE 3/0.

ACTION: MOTION MADE BY BOARD MEMBER NEWMYER AND SECONDED BY BOARD MEMBER SMITH TO TABLE THE MATTER WHILE ADDITIONAL OFFICE OPTIONS CONTINUE TO BE REVIEWED. VOTE 3/0.

IX. NEXT MEETING

Discussion ensued regarding the Board's future meeting schedule. Board members agreed that regular scheduling would improve public awareness and governance continuity.

ACTION: MOTION MADE BY CHAIRMAN MARSH AND SECONDED BY BOARD MEMBER NEWMYER TO HOLD REGULAR BOARD MEETINGS ON THE SECOND TUESDAY OF EACH MONTH AT 4:00 P.M. VOTE 3/0.

X. CALL TO THE PUBLIC

Chairman Marsh opened the Call to the Public. Following a brief pause, no members of the public requested to address the Board. The Call to the Public was subsequently closed.

XI. ADJOURNMENT

ACTION: WITH NO FURTHER BUSINESS TO DISCUSS, A MOTION WAS MADE BY BOARD MEMBER SMITH AND SECONDED BY BOARD MEMBER NEWMYER TO ADJOURN THE MEETING AT 5:00 P.M. VOTE 3/0.

Respectfully submitted by

Billy Neal On behalf of:

Logan Marsh

Chairperson Hospital District Number One of Mohave County

INTERGOVERNMENTAL AGREEMENT
(Agreement #____________)

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

Project Title: Supplemental Payments for Graduate Medical Education Programs

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

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

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

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

WHEREAS the Public Entity and AHCCCS wish to enter into this Agreement in order to permit the Public Entity to provide the Non-Federal Share of GME payments.

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

HOSPITAL DISTRICT NO. ONE OF MOHAVE COUNTY		**AHCCCS**	
Signature	Date	Signature	Date
		Meggan LaPorte, CPPO, MSW	
Printed Name		Printed Name	
		Chief Procurement Officer	
Title		Title	

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

Signature Date

Printed Name

Title

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

Signature Date

Printed Name

AHCCCS Deputy General Counsel

Title

TERMS AND CONDITIONS

1. **Definitions.** Unless otherwise defined in this Agreement, all terms have the same meaning as set forth in Title 36 of the Arizona Revised Statutes or Title 9, Chapter 22, of the Arizona Administrative Code (A.A.C.) as appropriate.

1.1. Agreement: This document, together with any and all attachments, appendices, exhibits, schedules, and future amendments as agreed to by the Parties. The term "Agreement" is synonymous with "Intergovernmental Agreement."

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

1.3. C.F.R.: Code of Federal Regulations – the official compilation of federal rules and requirements.

1.4. Public Entity: [insert name of political subdivision of the State of Arizona, tribal government, or university under the jurisdiction of the Arizona Board of Regents].

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

1.6. Day: A calendar day, unless specified otherwise.

1.7. Data: means recorded information, regardless of form or the media on which it may be recorded. The term may include technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

1.8. Eligible Hospital(s): Hospitals that AHCCCS has determined meet the requirements of Arizona Administrative Code, R9-22-712.05 for an "eligible health care facility" and that are listed in Attachment A to this Agreement.

1.9. FFP or Federal Financial Participation: the federal monies that AHCCCS claims from CMS for the Federal share of AHCCCS expenditures for the administration of and services paid for through the Medicaid

Program, Title XIX of the Social Security Act.

1.10. GME Payments: a supplemental payment to an Eligible Hospital for Graduate Medical Education costs described in Arizona Administrative Code, R9-22-712.05 made by AHCCCS pursuant to the State Plan.

1.11. Service Year: the period from July 1, 2025 through June 30, 2026.

1.12. State: The State of Arizona.

1.13. State Plan: The agreement between the State and CMS for the administration of the Medicaid program in Arizona as described in 42 C.F.R. 430.10.

1.14. Non-Federal Share: The portion of AHCCCS expenditures for the administration of and services paid for through the Medicaid Program, Title XIX of the Social Security Act, that are not FFP, and which meet the requirements of 42 C.F.R. Part 433, Subpart B and any other federal law or regulation applicable to the permissibility of funding sources.

2. **Purpose.** The purpose of this Agreement is to set forth the procedures under which the Public Entity will, at its discretion and contingent upon AHCCCS and CMS approval, transfer public funds for use as the Non-Federal Share of GME Payments under this Agreement for Graduate Medical Education costs during the Service Year. It is the intent of the parties that the procedures herein fully comply with Federal and State laws, rules, and regulations.

3. **Eligibility Requirements.** Monies transferred by the Public Entity and claimed by AHCCCS as the Non-Federal Share of Medicaid expenditures under this Agreement may only be used for permissible GME Payments and distributed to Eligible Hospitals. AHCCCS will determine which Eligible Hospitals are eligible for GME Payments for GME costs during the Service Year and the amount of any distribution. Eligibility and distribution amount determinations for GME Payments will be consistent with applicable Federal and State statutes, regulations, rules, and the terms of the State Plan.

4. **AHCCCS Rights and Obligations.**

4.1. Receipt and Distribution of Funds. Consistent with the State Plan, and State and Federal laws and regulations, AHCCCS will use the funds transferred by the Public Entity to claim FFP and distribute an amount equal to the sum of the Non-Federal Share transferred by the Public Entity under this Agreement and the corresponding FFP to Eligible Hospitals as GME Payments for hospital services provided during the Service Year in the amounts shown on Attachment A to this Agreement. Both the Non-Federal Share and the FFP under this Agreement may only be used for GME payments to Eligible Hospitals.

4.2. AHCCCS Payment Recoupment from Eligible Hospital. AHCCCS, upon prior written notice to the Eligible Hospitals, will require Eligible Hospitals receiving GME payments as a result of this Agreement, to reimburse AHCCCS upon demand and, if not reimbursed upon demand, AHCCCS will deduct from any future payments from AHCCCS otherwise due to the Eligible Hospital(s) any amount:

4.2.1 Received by the Eligible Hospital from AHCCCS as GME Payments that were based on inaccurate information provided by the Public Entity or the Eligible Hospital, that are found to be for an excluded expense, or that otherwise result in an inaccurate payment;

4.2.2 Paid by AHCCCS for which an Eligible Hospital's books, records, and other documents are not sufficient to clearly confirm that the Eligible Hospital was entitled to the GME payments;

4.2.3 Paid by AHCCCS for which the Public Entity's books, records, and other documents are not sufficient to clearly confirm that the funds transferred to AHCCCS are public funds which meet the requirements of 42 C.F.R. Part 433, Subpart B and any other federal law or regulation applicable to the permissibility of funding sources;

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

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

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

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

5. **The Public Entity's Rights and Obligations.**

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

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

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

5.4. In the event of a disallowance based on the impermissibility of the transferred funds and the failure of the Eligible Hospital to refund GME payments as required by Attachment B, AHCCCS shall make diligent efforts to recover the amounts due under Section 4.2 and Attachment B. If AHCCCS is unable to recover the total computable amount associated with such disallowance from the Eligible Hospital within twelve months of AHCCCS's demand for a refund (unless stayed as part of an administrative appeal related to such disallowance), the Public Entity shall, within 30 days of written demand from AHCCCS, make a payment to AHCCCS equal to any difference between the amount not collected from the Eligible Hospital and the amount due to CMS as the result of the disallowance, including any interest incurred as a result of an appeal of the disallowance.

6. **Compliance with Administrative Requirements for State Financial Participation.**

6.1. Public Entity warrants that, consistent with 42 C.F.R. Part 433, Subpart B and any other federal law or regulation applicable to the permissibility of funding sources, no portion of the funds transferred to AHCCCS are derived from (1) direct or indirect provider-related donations (in cash or in kind), other than bona fide provider-related donations or (2) health care-related taxes, other than as permitted in Subpart B and any other federal law or regulation applicable to the permissibility of funding sources.

6.2. Public Entity certifies that, consistent with 42 C.F.R. § 433.51(c) and any other federal law or regulation applicable to the permissibility of funding sources, the funds transferred to AHCCCS under this Agreement are not federal funds or are federal funds authorized by federal law to be used to match other federal funds.

6.3. Public Entity agrees to provide AHCCCS with supporting documentation of the sources of the funds transferred pursuant to this agreement and of the bases for the Public Entity's assurance that the funds transferred comply with Sections 6.1 and 6.2.

6.4. If Public Entity fails to provide supporting documentation required in Section 6.3 of this Agreement such that CMS adjusts future grant awards to AHCCCS or defers or disallows any expenditures claimed by AHCCCS, then Public Entity agrees to reimburse AHCCCS immediately, upon demand by AHCCCS, in the amount of the adjustment or disallowance that is attributable to sources that do not comply with Sections 6.1 or 6.2 of this agreement.

6.5. If any funds transferred by Public Entity are determined to be derived from provider-related donations or health care-related taxes, federal funds, or funds that otherwise do not meet the requirements of 42 C.F.R. Part 433, Subpart B or any other federal law or regulation applicable to the permissibility of funding sources, the Public Entity is responsible for making payment to AHCCCS under the terms of Section 5.4.

6.6. Reimbursement or payment by the Public Entity under Sections 6.4 or 6.5 does not relieve AHCCCS of its obligation under Section 4.2 of this Agreement to pursue recoupment from the Eligible Hospitals or its obligation under Section 4.4 to return to the Public Entity the Non-Federal portion of amounts recouped from the Eligible Hospitals.

6.7. Public Entity certifies that the funds transferred to AHCCCS as described in this Agreement are made voluntarily and that neither the State nor AHCCCS has through statute, rule, or otherwise required the Public Entity to provide the funding.

7. **General Provisions.**

7.1. Entire Agreement. This document, its attachments, and appendices, including any approved subcontracts, amendments and modifications made thereto, shall constitute the entire Agreement between the Parties, and supersedes all other understandings, oral or written.

7.2. Exercise of Rights. Failure to exercise any right, power or privilege under this Agreement will not operate as a waiver thereof, nor will a single or partial exercise thereof preclude any other or further exercise of that or any other right, power, or privilege.

7.3. Contract Term. Notwithstanding the facts that certain AHCCCS or Public Entity obligations under this Agreement occur after the Term hereof, the parties agree that the Term of this Agreement commences when signed by both parties and continues through the conclusion of: (1) any payment reconciliations required by Federal or State law, or the State Plan applicable to GME Payments or (2) audits of GME payments as required by State or Federal law.

7.4. Compliance with Laws, Rules, and Regulations. AHCCCS, the Public Entity, Eligible Hospitals, and their subcontractors must comply with all applicable Federal and State laws, rules, regulations, standards, and Executive Orders, without limitation to those designated within this Agreement.

7.4.1. Non-Discrimination. The parties shall not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin in the course of carrying out their duties pursuant to this Agreement. The Parties shall comply with the provisions of Arizona Executive Order 2023-01, incorporated into this Agreement by reference, as if set forth in full herein.

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

7.5. Choice of Law. The laws and regulations of the State of Arizona govern the rights of the Parties, the performance of this Agreement, and any disputes arising from the Agreement.

7.6. Compulsory Arbitration. Any action relating to this Agreement must be brought by arbitration to the extent required by A.R.S. § 12-1518 or in an appropriate court. Any arbitration award will be enforced in an appropriate court.

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

7.8. Notice. Any notice required by the terms of the Agreement and any questions regarding the duties and obligations of this contract shall be directed to:

7.8.1 For AHCCCS:

Meggan LaPorte, Chief Procurement Officer
PROCUREMENT@azahcccs.gov

7.8.2 For the Public Entity:

Logan Marsh, Board Chair
logan@hd1mc.org

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

7.9 Termination. Pursuant to A.R.S. § 38-511, either party to this Agreement may terminate this Agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement is or becomes at any time while the Agreement or an extension of the Agreement is in effect an employee of, agent of, or a consultant to any other party to this Agreement with respect to the subject matter of the Agreement. The cancellation will be effective when AHCCCS or the Public Entity receives written notice of the cancellation unless the notice specifies a later time.

7.10 Records. The Parties, including Eligible Hospitals, agree to retain all financial books, records, and other documents and will contractually require each subcontractor to retain all data and other records relating to the acquisition and performance of the Agreement for a period of five (5) years after the completion of the Agreement. All records are subject to inspection and audit by the Parties at reasonable times. Upon request, the Parties will produce a legible copy of any or all such records.

7.11 Severability. The provisions of this Agreement are severable. If any provision of this Agreement is held by a court to be invalid or unenforceable, the remaining provisions continue to be valid and enforceable to the full extent permitted by law.

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

7.13 No Third-Party Beneficiaries. Nothing in the provisions of this Agreement is intended to (1) create duties or obligations to or rights in Eligible Hospitals or any other persons or entities not parties to this Agreement or (2) effect the legal liability of either party to the Agreement with respect to Eligible Hospitals or any other persons or entities not parties to this Agreement.

7.14 No Joint Venture. Nothing in this Agreement is intended to create a joint venture between or among the Parties, including the Eligible Hospitals, and it will not be so construed. Neither AHCCCS's nor the Public Entity's employees will be considered officers, agents, or employees of the other or be entitled to receive any employment related fringe benefits from the other.

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

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

7.17 Certifications Required by State Law.

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

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

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

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

7.19.1 Accept a decrease in price offered by the Public Entity.
7.19.2 Cancel the Contract.

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

7.20.1 Have in effect, promptly after commencement, a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum:

7.20.1.1 Identification of response personnel by name;
7.20.1.2 Key succession and performance responses in the event of sudden and significant decrease in workforce; and
7.20.1.3 Alternative avenues to keep sufficient product on hand or in the supply chain.

7.20.2 Provide a copy of its current plan to State within three (3) business days after State's written request. If Public Entity claims relief under paragraph 6.4 [Force Majeure] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on the Public Entity having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.

7.20.3 A request from the State related to this paragraph 7.10 does not necessarily indicate that there has been an occurrence of force majeure, and the Public Entity will not be entitled to any additional compensation or extension of time by virtue of having to implement a plan.

7.20.4 Failure to have or implement an appropriate plan will be a material breach of contract.

7.21 Lobbying

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

7.21.2 Exception. This paragraph 7.21.1 does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

ATTACHMENT A

To The Intergovernmental Agreement between AHCCCS **[The Arizona Health Care Cost Containment System Administration]** and Hospital District No. One of Mohave County **[Public Entity]**.

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

Eligible Hospital	**Non-Federal Share**	**GME Payment**
Kingman Healthcare Inc., Dba Kingman Regional Medical Center	$2,060,764.51	$5,832,489.95
Totals:	$2,060,764.51	$5,832,489.95

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

Source	**Amount**
Hospital District No. One of Mohave County	$2,060,764.51
Total:	$2,060,764.51

ATTACHMENT B

AGREEMENT TO REIMBURSE IMPERMISSIBLE GRADUATE MEDICAL EDUCATION PAYMENTS

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

(1) refund to AHCCCS within 30 days of written demand an amount of the GME payments made to the Hospital equal to the total computable amount associated with such disallowance, including any interest incurred as a result of an appeal; and/or

(2) permit AHCCCS to offset the amount referenced in (1), to the extent it is not refunded, from any amounts otherwise due to the Hospital.

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

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

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

FFP or Federal Financial Participation: the federal monies that AHCCCS claims from CMS for the Federal share of AHCCCS expenditures for the administration of and services paid for through the Medicaid Program, Title XIX of the Social Security Act.

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

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

Agreed to this _____ day of ___________, 2026_ by:

Name: JOSHUA HOFFMAN

Title: CFO

On behalf of: Kingman Healthcare Inc.

Signed: