

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COCHISE COUNTY
AND
COPPER QUEEN COMMUNITY HOSPITAL**

THIS MEMORANDUM OF UNDERSTANDING is made this ____ day of _____, 2012, by and between the undersigned representatives of Cochise County, AZ ("GOVERNMENT"), and Copper Queen Community Hospital, a non-profit corporation organized and existing under the laws of the State of Arizona, located at 101 Cole Avenue, Bisbee, AZ 85603 ("HOSPITAL").

RECITALS:

WHEREAS, HOSPITAL is an Arizona not-for-profit hospital which provides a large amount of health care services to the Medicaid population in addition to supporting many community programs that benefit the indigent, uninsured, or underinsured population in the State of Arizona;

WHEREAS, HOSPITAL desires to participate in the drug discount program established under Section 340B of the Public Health Services Act (the "340B Program");

WHEREAS, in order to participate in the 340B Program HOSPITAL must enter into an agreement with a unit of the state or local government pursuant to which HOSPITAL commits to continue to provide health care services to low income individuals who are either not eligible or not entitled to Medicare or Medicaid benefits at no reimbursement or considerably less than full reimbursement from these patients;

WHEREAS, HOSPITAL desires to make such a formal commitment to GOVERNMENT; and

WHEREAS, GOVERNMENT agrees to accept such commitment on behalf of the citizens of Cochise County

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained therein and for other good a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed by and between the parties of this Agreement, as follows:

1. Commitment of HOSPITAL to Provide Indigent Care

During the term of this Memorandum, HOSPITAL agrees to continue its historic commitment to the provision of health care to indigent, uninsured and

underinsured residents of Arizona. In any event, HOSPITAL will ensure that all patients will receive necessary care, as required by law, regardless of ability to pay.

2. Acceptance and Acknowledgements of GOVERNMENT

- a. GOVERNMENT accepts the commitment of HOSPITAL set forth above;
- b. GOVERNMENT hereby acknowledges that the health care services provided by HOSPITAL hereunder are in furtherance of the public interest of the GOVERNMENT and are being provided to individuals who are either not eligible or not entitled to benefits under Title XVIII nor are they eligible for assistance under any State plan pursuant to Title XIX of the Social Security Act; and
- c. GOVERNMENT acknowledges that HOSPITAL is providing these services at either no reimbursement or considerably less than full reimbursement from these patients.

3. Representations of HOSPITAL – HOSPITAL represents that:

- a. HOSPITAL constitutes a corporation duly organized and validly existing in good standing under the laws of the State of Arizona with the corporate power and authority to enter into and perform its obligations under this MOU; and
- b. HOSPITAL is a tax-exempt corporation of under Section 501 (c)(3) of the Internal Revenue Code of the United States, as amended and under applicable laws of the State of Arizona.

4. Term and Termination

The term of this Memorandum shall commence on the date first above written and shall continue until terminated by either party upon not less than sixty (60) days prior written notice to the other.

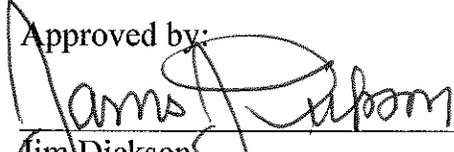
5. Notice

All notices required or permitted to be given under this Memorandum shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, addressed as follows:

This Agreement is hereby approved by the respective parties on this ____ day of _____, 2012.

Approved by the County of Cochise

Richard R. Searle, Chairman
Cochise County Board of Supervisors

Approved by:


Jim Dickson
Copper Queen Community Hospital

Attest:

Katie Howard, Clerk of the Board

Approved by:

Mary Gomez, Director
Cochise Health and Social Services

Approved as to form:

Deputy County Attorney