

**MEMORANDUM OF UNDERSTANDING BETWEEN COCHISE HEALTH AND
SOCIAL SERVICES AND CHIRICAHUA COMMUNITY HEALTH CENTERS, INC.
FOR THE ESTABLISHMENT OF EXPANDED COUNTY HEALTH CARE SERVICES**

This Memorandum of Understanding (MOU) is hereby entered into by and between Cochise Health and Social Services (hereinafter CHSS) and Chiricahua Community Health Centers, Inc. (hereinafter CCHCI)

STATEMENT OF PURPOSE

The purpose of this MOU is to establish a collaboration with one of our community partners which would provide CCHCI clients: 1) access to a waiting lobby and restroom facilities at the Willcox County complex, 2) access to care at that facility in the event of a national, state or local declared emergency, 3) access to care at that facility in the event of operational failure of the mobile medical unit. This collaboration provides greater accessibility of health care to CCHCI clients and demonstrates the commitment of the Cochise County Department of Health and Social Services to the health and well being of Cochise County residents.

I. OBLIGATIONS OF PARTIES

In furtherance of the purpose stated above, Cochise Health and Social Services hereby agrees to the following:

A. Cochise Health and Social Services hereby agrees to the following:

1. to allow CCHCI clients access to and the use of a waiting lobby and restroom facilities at the Willcox County complex;
2. access to care at the Willcox County complex in the event of a national, state or County declared emergency;
3. in the event of a failure of the mobile medical unit, make available the use of the Cochise Health and Social Services facility located at the Willcox County complex on the date and time the mobile medical unit was scheduled to be present in Willcox or until the unit becomes operational;

B. In furtherance of the purpose stated above, Chiricahua Community Health Centers, Inc. hereby agrees to the following:

1. to pay the sum of \$3,000.00 on an annual basis as good and valuable consideration to Cochise County for the use of lobby and restroom facilities at the Willcox County complex in the event of a national, state or local declared emergency and/or in the event of a failure of the mobile medical unit;

2. to maintain in current status and make available upon demand by Cochise County within seventy two hours (72), all required federal, state and local licenses and permits necessary and required for the performance of the services provided and any and all licenses and permits which may be in addition to the licenses and permits necessary and required;
3. to maintain in current status and make available upon demand by Cochise County within seventy two hours (72), all required federal, state and local licenses necessary for the safe operation and use of the mobile medical unit and the mobile dental unit;
4. to maintain in current status and make available upon demand by Cochise County within seventy two hours (72) any and all insurance coverage required and necessary for the performance of the services they provide;
5. to pay for any and all costs incurred, associated and ongoing, including any damages to County structures and/or equipment, which arise as a consequence of routing electricity continued use;
6. to maintain in current and good standing status all educational and professional licenses of staff either assigned or present at the medical and mobile dental units;
7. to maintain in current and good standing the drivers licenses as required for the operation of the mobile units;
8. to contain, keep safe and remove from County premises any and all hazardous waste material generated in connection with the services provided.

II. VOLUNTARY TERMINATION

Both parties agree to the following terms and conditions;

Either party may terminate this agreement by providing notice to the other party in writing declaring their intent to terminate. A voluntary termination shall be submitted with no more than sixty (60) days notice but no less than fourteen (14) days notice to the other party.

III. TERMINATION FOR CAUSE

Either party may terminate this agreement for failure to meet the obligations as set forth for the parties. The failure of CCHCI to meet the licensing/permit/insurance requirements or provide them upon demand by Cochise County within the specified time period of seventy two (72) hours is cause for immediate termination.

IV. SEVERABILITY

The provisions of this MOU shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provisions.

V. MODIFICATION

Any modifications of this agreement must be in writing and signed by both parties.

VI. NOTICE TO PARTIES

All notices, requests, demands and any other communications shall be made in writing to the following:

CHSS: Mary Gomez
Director Cochise Health and Social Services
1415 Melody Lane, Bldg A
Bisbee, Arizona 85605

CCHCI Jonathan Melk MD, CEO/CMO
Chief Executive Officer/ Chief Medical Officer
Chiricahua Community Health Centers, Inc.
1205 F Avenue
Douglas, Arizona 85607

This contact information shall be kept updated in order to remain current throughout the term of this MOU.

VII. DURATION

The initial term of this MOU shall be for ONE (1) year and shall be automatically renewed for additional TWO (2) year periods at the end of each term, unless otherwise terminated.

VIII. GOVERNING LAW AND VENUE

The terms and conditions of this MOU shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement shall be tried in the Superior Court of Cochise County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for on account of the breach of any term or conditions of this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.

IX. CANCELLATION

This MOU is subject to cancellation for conflict of interest without penalty or further obligation as provided by A.R.S. § 38-511.

X. INDEMNITY

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 attorneys fees, arising out of bodily injury or death of any person, or any property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are not caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers in the performance of this MOU.

XI. ASSIGNMENT

This MOU is non-assignable in whole or in part by either party without the written consent of the other party.

XII. THIRD PARTY BENEFICIARIES

Only the parties may enforce this MOU. The parties do not intend through this MOU to confer enforceable rights on any non-party or create any third party beneficiaries to this MOU.

XIII. PAYMENT AMOUNTS RENEWAL AND ADJUSTMENT

Cochise County reserves the right to adjust the payment amounts it receives under this Agreement in the event of an applicable utility charge increase or if it determines the amounts initially agreed upon are insufficient to cover the costs incurred by the County.

XIV. ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties with respect to the subject matter contained herein and shall supersede any and all previous proposals, discussions or agreements either oral or written. The Agreement shall not be modified or amended except by written instrument signed by a duly authorized representative of each party.

This Agreement is hereby approved by the respective parties on this ____ day of _____, 2015.

Approved by the County of Cochise

Approved by:

Patrick Call, Chairman

Jonathan Melk MD, CEO/CMO

Cochise County Board of Supervisors

Chiricahua Community Health Centers, Inc.

Attest:

Approved by:

Katie Howard, Clerk of the Board

Mary Gomez, Director
Cochise Health and Social Services

Approved as to form:

Deputy County Attorney