



March 17, 2016

Elizabeth Lueck
Program Manager
Emergency Preparedness & Planning
Cochise County Health Department
1415 Melody Lane Building A
Bisbee, AZ 85603

Dear Ms. Lueck,

Enclosed are two signed originals of the "Memorandum of Understanding Between Cochise County and Cenpatico."

Please sign both versions (page 6), return one original set to me and retain one set for your records.

If you have any questions, please call me at 866-495-6738.

Sincerely,

A handwritten signature in black ink, appearing to read "Terry Stevens", written in a cursive style.

Terry Stevens
Chief Executive Officer

TS:djl

Enclosures

333 East Wetmore Road
Tucson, AZ 85705
866-495-6738

**MEMORANDUM OF UNDERSTANDING
BETWEEN COCHISE COUNTY AND
Cenpatico**

This Memorandum of Understanding ("MOU") is entered into between Cochise County, a political subdivision of the State of Arizona, hereinafter referred to as "County", and Cenpatico Behavioral Health of Arizona hereinafter referred to as "Cenpatico".

WHEREAS, the County is tasked by statute with responding to intentional and/or natural incidents affecting significant portions of the population resulting in the need for mass emergency services; and

WHEREAS, for the purpose of this MOU, the County desires to provide mass emergency services, including but not limited to having trained counselors/crisis workers providing crisis intervention services, stress management, or mental health services for aid workers and the residents of Cochise County in the event of a mass emergency situation or disaster;

NOW, THEREFORE, the parties agree as follows:

A. The County Shall:

1. Designate the principal contact person for this MOU as:

Title: Local Health Officer or the Public Health Emergency Preparedness Program Director
Address: 1415 Melody Lane, Building A, Bisbee, AZ 85603
Phone numbers: 520-432-9430 or 520-432-9437 or 1-800-423-7271

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

2. Notify the contact person designated by Cenpatico, as soon as practicable, upon determination of the need to for mass emergency services as set out in this MOU.
3. Assist with the set-up of Family Assistance Centers.

B. Cenpatico Shall:

Designate the principal contact person for this MOU as:

Title: **Emergency Response and Business Continuity Specialist**
Address: 333 East Wetmore Road, Tucson, AZ 85705 Suite 600, Phone numbers: 866-495-6738 ext. #84486

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

1. Have Behavioral Health Services available to Cochise County during a disaster 7 days a week, 24 hours a day.
2. Provide Critical Incident Stress Management counseling to disaster victims and First Responders.
3. Facilitate emergency communications with local providers in order to contact clients during a disaster.
4. Make available behavioral health mobile crisis teams who could respond to the site of the incident and remain on the scene as long as the event warrants.
5. Work closely with Cochise County and provide regular updates as the event progresses.
6. Render mental health crisis intervention services to disaster victims and First Responders either through an established clinic or a mental health station set up at the point of the mass emergency situation or disaster.

C. Term

The initial term of this MOU shall be for five (5) years, and the agreement shall be automatically renewed for additional five (5) year periods at the end of each five (5) year term, unless otherwise terminated pursuant to paragraph E.

D. Agreement Amendment

The parties to this MOU may amend, modify, or supplement this MOU in writing at any time by mutual consent. All other unaffected provisions set forth in this MOU shall remain in effect.

E. Termination

Either party may terminate this MOU at any time, with thirty (30) day notice in writing, to the other party. Such notice shall be given by personal delivery or by registered or certified mail at the other party's official mailing address.

F. Insurance

The County agrees to maintain liability insurance coverage, and to immediately inform the other party of a cancellation or decrease in coverage. Cenpatico

agrees that it will maintain all existing liability insurance coverage for all of its personnel, land, buildings, equipment and physical assets applicable to the function of this MOU during the time when this MOU is in force and utilized.

G. 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 attorney's 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.

H. Licensure

Cenpatico agrees to maintain all current licenses and permits applicable to the function of this MOU during the time when this MOU is in force and utilized. If required, County shall obtain emergency licenses or permits required for its operations.

I. Miscellaneous Provisions

1. **Assignment.** This MOU is non-assignable in whole or in part by either party without the written consent of the other party.
2. **Authority of Signatory.** Each individual executing this MOU on behalf of either party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the County or Cenpatico.
3. **Cancellation.** This MOU is subject to cancellation for conflict of interest without penalty or further obligation as provided by A.R.S. § 38-511.
4. **Entire Agreement.** This MOU and any attachments represent the entire agreement between the parties and supersede all prior negotiations, representations or agreements, whether express or implied, written or oral.
5. **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.

6. **Incorporation of Documents.** All documents referred to in this MOU are hereby incorporated by reference into the MOU.
7. **Integration.** This MOU contains the entire arrangement between the parties. No statement, promise or inducement made by either party that is not contained in this written MOU and signed by both parties shall be valid or binding.
8. **No 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 and do not intend to create any third party beneficiaries to this MOU.
9. **Notices.** Any notice or demand under this MOU from either party to the other shall be in writing and shall be deemed to have been given when the notice is delivered personally or deposited in a U.S. mailbox, in a stamped envelope addressed to the other party's official business address provided herein. Either party may at any time change such address by delivering or mailing, as aforesaid, to the other party a notice stating the change.

County
Cochise County Health Department
1415 Melody Lane
Bisbee, AZ 85603
(520) 432-9437

Cenpatico Crisis
Services Department
333 East Wetmore Road
Suite 600
Tucson, AZ 85705
866-495-6738 #84486

10. **Section Headings.** Captions and section headings used herein are for convenience only, are not a part of this MOU, shall not be deemed to limit or alter any provisions hereof, and shall not be deemed relevant in construing this MOU.
11. **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.
12. **Waiver of Terms and Conditions.** The failure of either party to insist on any one or more instances of performance of any of the terms of

conditions of this MOU or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the date and year specified below.

DATED: _____

COCHISE COUNTY:

Richard Searle,
Chairman Board of
Supervisors

ATTEST:

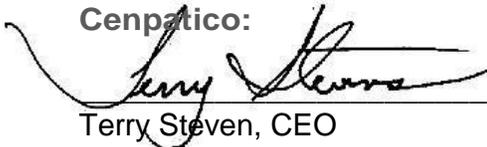
Arlethe Rios, Clerk of the Board

APPROVED AS TO FORM:

Elda Orduno, County Attorney

DATED:

Cenpatico:



Terry Steven, CEO