

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF BISBEE
AND CHIRICAHUA COMMUNITY HEALTH CENTERS, INC.**

WHEREAS, the City of Bisbee has an interest in providing health care to its citizens, regardless of their ability to pay; and

WHEREAS, Chiricahua Community Health Centers, Inc. ("CCHCI") believes that all people have the right to access excellent health care; and

WHEREAS, CCHCI provides health care for all persons, regardless of their ability to pay; and

WHEREAS, CCHCI operates a Mobile Medical Clinic ("MMC") in various geographic areas; and

WHEREAS, the City of Bisbee desires to offer its citizens MMC health services; and

WHEREAS, it is in the best interests of the City of Bisbee and its citizens to have CCHCI operate a MMC in the City of Bisbee.

NOW THEREFOR, CITY OF BISBEE and CCHCI agree that:

I. STATEMENT OF PURPOSE

CCHCI will collaborate with the City of Bisbee to provide primary preventative medical care for patients of all ages using the MMC.

II. OBLIGATIONS OF PARTIES

- A. In furtherance of the purpose stated above, the City of Bisbee hereby agrees to the following:
 - 1. The City of Bisbee will provide an intake office for CCHCI's use, which will be located at Old City Park, 54 Brewery Avenue, Bisbee, AZ 85603; and
 - 2. The City of Bisbee will provide an appropriate electrical outlet for MMC's use and pay the costs for electricity required to operate CCHCI's MMC during its hours of operation at the intake office located at Old City Park; and

B. In furtherance of the purpose stated above, CCHCI hereby agrees to the following:

1. Beginning January 1, 2018, CCHCI will provide MMC health services in the City of Bisbee, once per week, starting in the Brewery Gulch area of the City; and
2. CCHCI will offer MMC health services within the scope of its MMC guidelines;
3. Insurance coverage or eligibility for other discounted programs (including sliding fee program) will be determined and patients will be billed in the same manner as any other CCHCI patient;
4. All educational and professional licenses of CCHCI staff present at the MMC will be current and in good standing; and
5. All driver's licenses required for the operation of the MMC will be current and in good standing.

II. VOLUNTARY TERMINATION

Both parties agree to the following terms and conditions;

This Memorandum of Understanding ("MOU") will remain in effect until December 31, 2018, unless terminated by either of the parties. This MOU is renewable, at the option of the parties, for additional one-year periods of time.

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.

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.

VII. 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.

VIII. COMPLIANCE WITH NON-DISCRIMINATION LAWS

To the extent applicable, the parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, which mandates that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities

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, the pertinent provisions of which are fully incorporated herein by reference.

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 attorney's fees)(hereinafter collectively referred to as "claims"), arising out of bodily injury or death 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 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. ENTIRE AGREEMENT

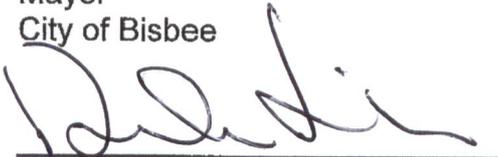
This document constitutes the entire agreement between the parties with respect to the subject matter contained herein and shall supersede any and all previous proposals, discussions or agreements either oral or written. The Agreement shall not be modified or amended except by written instrument signed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

XIV. EXECUTION OF AGREEMENT

This Agreement may be executed in counterparts and with electronic signatures, which shall have the same effect as though signed in pen and ink.

This Agreement is hereby approved by the respective parties on this 5th day of December, 2017

David M. Smith
Mayor
City of Bisbee



Johnathan Melk MD
Chief Executive Officer/Chief Medical Officer
Chiricahua Community Health Centers, Inc.