

MEMORANDUM OF UNDERSTANDING BETWEEN
City of St. Helena
AND
St. Helena Hospital

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made this 1st day of January, 2017 by and between the undersigned representatives of the St. Helena. (“City”), whose administrative offices are located 1480 Main Street, St. Helena, CA 94574, and St. Helena Hospital, (“Hospital”), a non-profit, public benefit corporation organized and existing under the laws of the State of California, located 10 Woodland Rd, St. Helena, CA 94574. City and Hospital are collectively referred to as “Parties” and individually as “Party.”

RECITALS

WHEREAS, Hospital is a not-for-profit hospital that provides a disproportionate share of healthcare services to the Medicare, the State for California Medicaid population, and supports many programs that benefit the indigent, uninsured, or underinsured population in the City;

WHEREAS, Hospital desires to participate in the drug discount program established under Section 340B of the Public Health Services Act (42 U.S.C. § 256b) (the "340B Program");

WHEREAS, in order to participate in the 340B Program, Hospital must enter into an agreement with a unit of government pursuant to which Hospital commits to provide health care services to low-income individuals without Medicare or the State of California Medicaid benefits at no reimbursement or considerably less than full reimbursement from these individuals;

WHEREAS, Hospital desires to make such a formal commitment to City; and

WHEREAS, City agrees to accept such commitment on behalf of the residents of City.

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

1. Commitment of Hospital to Provide Indigent Care.

During the term of this MOU, Hospital agrees to continue its historical commitment to the provision of health care to indigent, uninsured, and underinsured patients by adhering to the Hospital Community Benefit Plan. During the fiscal year ending January 1, 2017, Hospital provided at least \$1 million in traditional charity care. Pursuant to its commitment to continue to provide indigent care, it is Hospital's intention that indigent care provided during the term of this MOU will be consistent with its historical commitment, a minimum of \$1 million per year. In any event, Hospital will ensure that all patients presenting to its Emergency Department shall continue to receive necessary care, as required by law, regardless of ability to pay.

2. Acceptance and Acknowledgements of City

a. City accepts the commitment of Hospital set forth above;

b. City hereby acknowledges that the health care services provided by Hospital mnemonics hereunder are in the public interest and, based on Hospital's representations, are being provided to indigent, uninsured, and underinsured individuals who are not entitled to Medicare or the State of California Medicaid benefits, and

c. Based on Hospital's representations, City acknowledges that Hospital is providing these services at either no reimbursement or at considerably less than full reimbursement from the patients.

3. Representations of Hospital, Hospital, represents that as of the date hereof:

a. Hospital, constitutes a non-profit corporation duly organized and validly existing in good standing under the laws of the State of California 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 26 U.S. Code Section 501(c)(3) of the Internal Revenue Code of the United States, as amended and under applicable laws of the State of California.

4. Term and Termination.

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

5. Notice.

All notices, requests, demands, amendments, modifications, bills, or payments under this MOU shall be in writing. Notice shall be sufficient for all such purposes if personally delivered or sent by first class, registered or certified mail; or sent by facsimile transmission with written confirmation of receipt by recipient. Notice is effective upon personal delivery, two days after deposit in mail, or upon confirmed receipt by recipient.

If sent to City of St. Helena

1480 Main Street
St. Helena, CA 94574
Attention: City Manager

If sent to St. Helena Hospital

10 Woodland Dr
St. Helena, CA 94591
Attention:

6. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

7. Amendment.

No supplement, amendment, or modification of this MOU shall be binding unless it is in a writing duly authorized and signed by the parties to this MOU.

8. Headings.

The headings in this MOU are included for convenience only and shall neither affect the construction or interpretation of any provision in this MOU nor affect any of the rights or obligations of the parties to this MOU.

9. Execution in Counterparts.

This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

10. Authorization.

Each individual executing this MOU, or its counterpart, on behalf of the respective Party, warrants that he/she is authorized to do so and that this MOU constitutes the legally binding obligation of the entity which he/she represents.

11. Dispute Resolution.

The Parties agree to make a good faith effort to resolve any dispute arising from or relating to this MOU through mediation prior to commencing litigation. Within sixty (60) days following a written request by either Party to mediate a dispute that has not been resolved by informal negotiation, the Parties shall mutually agree upon a mediator, schedule a mediation, and shall share the costs of mediation equally, except costs incurred by each Party for representation by legal counsel.

IN WITNESS WHEREOF, Hospital and the City have executed this MOU as of the day and year first written above by their duly authorized representatives.

ST. HELENA HOSPITAL

Name: _____

Title: _____

Leahly Mott
Risk Compliance Analyst

CITY OF ST. HELENA

Name: Mark Prestwich, City Manager

Mark Prestwich

Date: 8/22/2017

Attest:

Kamille Garcia, Deputy City Clerk for
Name: Cindy Black, City Clerk

Kamille Garcia

Date: 8/23/2017

Approved as to form:

Name: Thomas B. Brown, City Attorney

Thomas B. Brown

Date: 8/24/17