

## **MEMORANDUM OF UNDERSTANDING BETWEEN LOCAL GOVERNMENT AND HOSPITAL**

THIS AGREEMENT is made this 6th day of May, 2021 by and between LOCAL GOVERNMENT ("County"), located at 330 Fair Lane, Placerville, CA 95667; and HOSPITAL Marshall Medical Center ("Hospital"), a nonprofit corporation organized and existing under the laws of the State of California located at 1100 Marshall Way, Placerville, CA, 95667.

### **RECITALS:**

WHEREAS, Hospital is a California nonprofit Hospital that provides a disproportionate share of healthcare services to the Medicaid population in addition to supporting programs that benefit the indigent, uninsured or underinsured populations in the State of California;

WHEREAS, HOSPITAL participates 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 local government pursuant to which HOSPITAL commits to provide health care services to low-income individuals who are neither entitled to benefits under Title XVIII of the Social Security Act nor eligible for assistance under the State plan of Title XIX under this Act;

WHEREAS, HOSPITAL desires to make such a formal commitment to the County of El Dorado and;

WHEREAS, the County Chief Administrative Officer (CAO) agrees to accept such commitment on behalf of the citizens of the County of El Dorado;

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein it is mutually agreed and covenanted, by and between the parties to this Agreement as follows:

### **1. Commitment of Hospital to Provide Indigent Care.**

During the term of this Agreement, Hospital agrees to continue its historic commitment to the provision of health care to indigent, uninsured and underinsured residents of County. Hospital will assume that all patients will receive necessary care, as required by law, regardless of ability to pay.

### **2. Acceptance and Acknowledgements of County.**

(a) County accepts the commitment of HOSPITAL set forth above;

(b) County has executed a certification form, attached hereto, which acknowledges that the healthcare services provided by Hospital are being provided to low-income individuals who are neither entitled to benefits under Title XVIII of the Social Security Act nor eligible for assistance under the State plan of Title XIX under this Act; and

(c) County authorizes Hospital to submit the attached certification in support of Hospital's recertification to maintain enrollment in the 340B program.

3. Representations of Siri Nelson, President and Chief Executive Officer.

Siri Nelson, President and Chief Executive Officer represents that as of the date hereof:

(a) Hospital constitutes a 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 Agreement; 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 California.

4. Term and Termination. The term of this Agreement 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 party.

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

Sent to:

El Dorado County  
Don Ashton, Administrator  
330 Fair Lane  
Placerville, CA 95667


Sent to:

Marshall Medical Center  
Contracts Department  
1100 Marshall Way  
Placerville, CA 95667

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

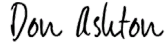
IN WITNESS WHEREOF, Hospital and County have executed this Agreement as of the day and year first written above by their duly authorized representatives.

HOSPITAL:

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Siri Nelson, President & Chief Executive Officer

COUNTY:

DocuSigned by:  
  
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Don Ashton, Chief Administrative Officer, El Dorado County