

## MEMORANDUM OF UNDERSTANDING BETWEEN LOCAL GOVERNMENT AND HOSPITAL

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between LOCAL GOVERNMENT ("County"), located at 330 Fair Lane, Placerville, CA 95667; and HOSPITAL Marshall Medical Center ("Hospital"), a nonprofit public benefit 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, including to provide healthcare services to low-income individuals who are not entitled to benefits under Medicare or eligible for State Medicaid;

WHEREAS, HOSPITAL participates in the drug discount program established under Section 340B of the Public Health Services Act (42 USCS 256b) (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; and

WHEREAS, the parties agree to replace the prior agreement between HOSPITAL and County of El Dorado regarding HOSPITAL's commitment to County of El Dorado for participation in the 340B Program with this Agreement, thereby terminating the prior agreement between the parties dated May 6, 2021 effective upon execution of this Agreement;

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 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 this Agreement 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;

(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; and

(c) HOSPITAL operates and provides healthcare services in accordance with all applicable federal, state, and local laws.

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. Termination of Prior Agreement. The parties hereby agree to replace the prior agreement between HOSPITAL and County of El Dorado regarding HOSPITAL's commitment to County of El Dorado for participation in the 340B Program with this Agreement, thereby terminating the prior agreement between the parties dated May 6, 2021 effective upon execution of this Agreement.

6. 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  
Attn: Sue Hennike  
Chief Administrative Office  
330 Fair Lane  
Placerville, CA 95667

Sent to:

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

AND

Marshall Medical Center  
Attn: Chief Legal Officer  
1100 Marshall Way  
Placerville, CA 95667

7. California Forum and Law. Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

8. Authorized Signatures. The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

9. Electronic Signatures. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

10. Entire Agreement. This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral agreements or understandings.

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:

  
Siri Nelson (Aug 18, 2025 12:47:11 PDT)

Siri Nelson, President & Chief Executive Officer  
08/18/2025

COUNTY:

\_\_\_\_\_  
Sue Hennike, Acting Chief Administrative Officer, El Dorado County