

**Memorandum of Understanding Between
Saint Agnes Medical Center and
Fresno County Department of Public Health**

This Memorandum of Understanding (the "Agreement") is made as of September 1, 2020 by and between the undersigned representatives of the County of Fresno Department of Public Health ("COUNTY") and Saint Agnes Medical Center ("SAMC"), a nonprofit corporation organized and duly authorized to transact business in the State of California.

RECITALS

- A. SAMC operates in the County of Fresno and provides a disproportionate share of health services to the Medicare population in addition to supporting many programs that benefit the indigent, uninsured, or underinsured population of California;
- B. SAMC participates in the drug discount program established under Section 340B of the Public Health Service Act (the 340B Program);
- C. In order to participate in the 340B program SAMC must enter into an agreement with a unit of the state or government pursuant to which SAMC commits to provide health care services to low income individuals who are not entitled to Medicare or Medicaid benefits at no reimbursement or considerably less than full reimbursement from these patients;
- D. SAMC desires to enter into a Memorandum of Understanding with the COUNTY in which they attest to the fact that SAMC provides a disproportionate share of health services to the Medicare population in addition to supporting many programs that benefit the indigent, uninsured, or underinsured population of California;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained therein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed and covenanted, under seal, by and between the parties to this agreement, as follows:

1. **Commitment of SAMC to Provide Indigent Care.** During the term of this Agreement, SAMC agrees to continue its historic commitment to the provision of health care to indigent, uninsured, and underinsured residents of California. In 2019, this commitment totaled 28.4% of Disproportionate Share care as reflected in SAMC's last Medicare Cost Report. SAMC will assure that all patients will receive necessary care, as required by law, regardless of ability to pay.

2. Acceptance and Acknowledgments of COUNTY

- a. COUNTY accepts the commitment of SAMC set forth above;
- b. COUNTY hereby acknowledges that the health care services provided by SAMC hereunder are in the public interest and are being provided to individuals who are not entitled to benefits under Title XVIII (Medicare), or eligible for assistance under any State plan pursuant to Title XIX, of the Social Security Act (Medicaid); and
- c. COUNTY acknowledges that SAMC is providing these services at no reimbursement or considerably less than full reimbursement from the patients.

3. Representations of SAMC. SAMC represents that as of the date hereof:

- a. SAMC constitutes a corporation duly organized and duly authorized and in good standing to transact business in the State of California, with the corporate power and authority to enter into and perform its obligations under this Agreement; and
- b. SAMC is a tax-exempt corporation 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. Terms 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 60 days' prior written notice to the other.

5. Notice. All notices required or permitted to be given under this MOU shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

Sent to SAMC: Saint Agnes Medical Center

 1303 E Herndon Ave

 Fresno, CA 93720

 Attn: President & CEO

Sent to COUNTY: County of Fresno Department of Public Health

 P.O. Box 11867

 Fresno, CA 93775

 Attn: Director

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 the COUNTY have executed this agreement as of the day and year first written above by their duly authorized representatives.

Saint Agnes Medical Center

Signature: Kim M. Meeker

Name (Print): Kim M. Meeker

Title: Chief Operating Officer

County of Fresno

Signature: Ernest Buddy Mendes

Name (Print): Ernest Buddy Mendes

Title: Chairman of the Board of Supervisors of the County

ATTEST:

BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

By Suei Cangel
Deputy