

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is made and entered into this 20th day of May, 2019, by and between **UNION HOSPITAL, INC.**, an Indiana nonprofit corporation organized and existing under the laws of the State of Indiana ("Hospital") and the **BOARD OF COMMISSIONERS OF VIGO COUNTY, INDIANA** ("County"). Hospital and County are each at times referred to herein as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Hospital is an Indiana nonprofit hospital that provides a disproportionate share of healthcare services to the Medicare/Medicaid population in addition to supporting many programs that benefit the indigent, uninsured, or underinsured population in Vigo County, Indiana.

WHEREAS, Hospital desires to participate 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 government pursuant to which Hospital 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;

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

WHEREAS, County agrees to accept such commitments on behalf of the citizens of Vigo County, Indiana.

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 Hospital to Provide Indigent Care.** During the term of this Agreement, Hospital agrees to continue its historical commitment to the provision of health care to indigent, uninsured, and underinsured residents of Vigo County, Indiana. In 2018, this commitment totaled \$2,345,936.00 of charity care provided to uninsured patients. To date, in 2019, this commitment has totaled \$720,095.00. Pursuant to this commitment, it is the intention of Hospital that it will provide a minimum of \$1,000,000 of charity care each year. In any event, Hospital shall assure that all patients will receive necessary care, as required by law, in its Emergency Departments, regardless of ability to pay.

2. **Acceptance and Acknowledgments of County.**

- A. County accepts the commitment of Hospital set forth above; and
- B. County acknowledges that the healthcare services provided by Hospital are in the public interest and are being provided to individuals who are not entitled to benefits under Title XVIII of the Social Security Act or eligible for assistance under the State plan pursuant to Title XIX of the Social Security Act.

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

- A. Hospital constitutes a corporation duly organized and existing in good standing under the laws of the State of Indiana 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 Indiana; and
- C. Hospital acknowledges that this Agreement in no way obligates County to reimburse Hospital for health care services rendered in its facilities, including any physician services, to any indigent, uninsured, and underinsured residents.

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 that sixty (60) days prior written notice to the other.

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:

To County: Board of Commissioners of Vigo County, Indiana
650 South 1st Street
Terre Haute, IN 47807

To Hospital: Union Hospital, Inc.
1606 North 7th Street
Terre Haute, IN 47804
Attn: President & CEO

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, excepting any conflict of laws provisions that would serve to defeat application of Indiana substantive law.

IN WITNESS WHEREOF, Union Hospital, Inc., by its duly authorized representative, and the Board of Commissioners of Vigo County, Indiana, by its duly authorized representative, have executed this Memorandum of Agreement.

UNION HOSPITAL, INC.

By: _____
Steven M. Holman, President & CEO

BOARD OF COMMISSIONERS OF
VIGO COUNTY, INDIANA

By: Brad Anderson
Judy Anderson, Commissioner, President
Brad