

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“**Memorandum**” or “**Agreement**”) is entered into as of this 5th day of December, 2017 (the “**Effective Date**”) by and between the City of Brighton”), a home rule municipality located at 500 South 4th Avenue, Brighton, CO 80601 (“**City**”) and Platte Valley Medical Center (“**Hospital**”) located at 1600 Prairie Center Pkwy, Brighton, CO 80601. Each of City and Hospital may be referred to herein individual as a “**Party**” or collectively as the “**Parties**”.

WHEREAS, Hospital is a private not-for-profit hospital that represents to the City that it provides a disproportionate share of healthcare services to the Medicaid population in addition to supporting programs that benefit the indigent, uninsured or underinsured population in the State of Colorado.

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 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 City; and

WHEREAS, City agrees to receive such commitment on behalf of the citizens of City.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed, 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 City and surrounding communities. Hospital will ensure all patients will receive necessary care, as required by law, regardless of ability to pay.

2. Acceptance and Acknowledgement of City. In reliance on the representations provided by the Hospital 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, the City hereby accepts the commitment of Hospital as set forth above.

3. Representations of Hospital. The Hospital represents that as of the date hereof (i) Hospital constitutes a corporation duly organized and validly existing in good standing under the

laws of the State of Colorado with the corporate power and authority to enter into and perform its obligations under this Agreement; and (ii) 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 Colorado.

4. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall continue until terminated at the discretion of either party upon not less than sixty (60) days prior written notice to the other party.

5. Annual Report By Hospital. Annually, or soon at the reasonable request of the City, Hospital shall provide City with verification that it is providing healthcare 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 the Public Health Services Act. This verification may be satisfied through the “Medically Underserved Report” maintained by the hospital for other 340B Program reporting purposes.

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: City of Brighton
Attention: City Manager
500 S. 4th Avenue
Brighton, CO 80601

With a copy to: Finance Director
City of Brighton
500 S. 4th Avenue
Brighton, CO 80601

Sent to: Platte Valley Medical Center
Attention: c/o 340B Authorizing Official
1600 Prairie Center Parkway
Brighton, CO 80601

With a copy to: SCL Health
System Pharmacy Manager, 340B Program
500 Eldorado Blvd.
Building 4, Suite 4300
Broomfield, CO 80021

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado (excepting any conflict of law provisions which would serve to defeat application of Colorado substantive law).

IN WITNESS WHEREOF, the undersigned, by their respective authorized representatives, have executed the Memorandum as of the Effective Date.

Platte Valley Medical Center

Signature: _____

Name: John Hicks

Title: Hospital President

City of Brighton, Colorado

Signature: _____

Name: Richard N. McLean

Title: Mayor

ATTEST:

Natalie Hoel, City Clerk