

MEMORANDUM OF UNDERSTANDING

BETWEEN

City of Olympia

AND

MultiCare Health System

THIS AGREEMENT is made by and between **City of Olympia**, an agency of the State of Washington, located at 601 4th Ave E, Olympia, WA 98501, and **MultiCare Health System, d/b/a MultiCare Capital Medical Center** ("Hospital"), a non-profit corporation organized and existing under the laws of the State of Washington.

RECITALS:

WHEREAS, Hospital provides a disproportionate share of healthcare services to low-income patients with special needs and participates in programs that benefit the indigent, uninsured or underinsured population in the State of Washington; and

WHEREAS, Hospital has accepted a Certificate of Need from the State of Washington, pursuant to which Certificate the Hospital has committed to serving low-income patients with special needs, all in accordance with the provisions of the Hospital's Certificate of Need and in accordance with its license issued by the Department of Health; and

WHEREAS, Hospital desires to participate in the drug discount program established under Section 340B of the Public Health Services Act (the "340B Program"); and

WHEREAS, in order to participate in the 340B Program, Hospital must have in place an agreement with a unit of state or local government pursuant to which Hospital commits to provide healthcare services to low-income individuals who are neither entitled to benefits under Medicare (Title XVIII of the Social Security Act (SSA)) nor eligible for assistance under Medicaid (Title XIX of the SSA); and

WHEREAS, Hospital desires to make such a formal commitment to the State of Washington; and

WHEREAS, City of Olympia desires to clarify and confirm its relationships with the Hospital, and agrees to accept such commitment on behalf of the citizens of the State of Washington;

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and for other good a 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 Care to the Indigent, Uninsured, and Underinsured.

During the term of this Agreement, Hospital agrees to continue its historic commitment to the provision of healthcare to indigent, uninsured and underinsured residents of State of Washington including low-income residents who do not qualify for Medicaid or Medicare. Pursuant to this commitment, the Hospital's commitment to provide care will extend to indigent, uninsured and underinsured residents of the State of Washington, including low-income residents who do not qualify for Medicaid or Medicare. In any event, Hospital will assure that all patients will receive necessary care, as required by law, regardless of ability to pay.

2. Acceptance and Acknowledgements of City of Olympia.

- a. City of Olympia accepts the commitment of Hospital set forth above; and
- b. City of Olympia shall provide to Hospital the name, title, email address, and phone number of a government official who can certify the status of this Agreement. The Health Resources and Services Administration's Office of Pharmacy Affairs (OPA) will send to the government official an email asking the government official to certify the status of this Agreement. City of Olympia will ensure that the government official responds to the email from OPA by certifying the status of this Agreement within five days of receiving the email.

3. Representations of Hospital.

Hospital represents that as of the date hereof:

- a. Hospital is a corporation duly organized and validly existing in good standing under the laws of the State of Washington 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 State of Washington.

4. Term and Termination.

The term of this Agreement shall commence on April 14, 2022, and shall continue until April 13, 2024, at which time the parties can renew for two years. This Agreement can be 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: City of Olympia

Attention: Steven Jay Burney
City Manager
601 4th Ave. E.
Olympia, WA 98501
jburney@ci.olympia.wa.us
(360) 753-8447

Sent to: MultiCare Health System
d/b/a MultiCare Capital Medical Center

Attention: Hospital President
3900 Capital Mall Drive SW,
Olympia, WA 98502

Copy to: MultiCare Health System
d/b/a MultiCare Capital Medical Center
PO Box 5299
MS: 315-P1-SCM
Tacoma, WA 98405
Attn: Contracts & Strategic Sourcing
ContractSupport@multicare.org
Phone: (253) 403-3322

6. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

7. Entire Agreement.

This Agreement constitutes the entire agreement between the parties. This Agreement replaces and supercedes all prior agreements and understandings with respect to the subject matter of this Agreement.

SIGNATURE PAGE TO FOLLOW

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

MultiCare Health System d/b/a MultiCare Capital Medical Center:



Name: Will Callicot

Title: President-CapMC & Mrkt Ldr Thurston Co

**City of Olympia,
a Washington Municipal Corporation**



Name: Steven J. Burney

Title: City Manager

Approved as to form:

Mark Barber

Mark Barber, City Attorney

