

BOARD OF SUPERVISORS

District 1 | **Kirsten Running-Marquardt**

District 2 | **Ben Rogers**

District 3 | **Louis J. Zumbach**

JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

PH: 319-892-5000

LinnCountyIowa.gov



**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Tuesday, January 17, 2023

10 a.m.

Formal Board Room—Jean Oxley Public Service Center
935 2nd St. SW, Cedar Rapids, IA

Call to Order

Public Comment: Five Minute Limit per Speaker

This comment period is for the public to address topics on today's agenda.

Minutes

Discuss and decide on meeting minutes.

Discuss an agreement between Linn County and Mercy Medical Center to apply for 340 B status to participate in the Federal Drug Pricing Program through the Health Resources and Services Administration retroactive to January 10, 2023.

Public Comment: Five Minute Limit per Speaker

This is an opportunity for the public to address the board on any subject pertaining to board business.

Payroll Authorizations

Discuss and decide on Employment Change Roster (payroll authorizations).

Claims

Discuss and decide on claims.

Correspondence

Appointments

Adjournment

For questions about meeting accessibility or to request accommodations to attend or to participate in a meeting due to a disability, please contact the Board of Supervisors office at 319-892-5000 or at

bd-supervisors@linncountyiowa.gov.

AGREEMENT
BETWEEN
LINN COUNTY, IOWA
AND
MERCY MEDICAL CENTER, CEDAR RAPIDS, IOWA

THIS AGREEMENT is made this 10th day of January, 2023 by and between **LINN COUNTY, IOWA** ("COUNTY"), located at 123 5th Street SE, Cedar Rapids, Iowa 52401 and **MERCY MEDICAL CENTER, CEDAR RAPIDS, IOWA** ("Hospital"), a nonprofit corporation organized and existing under the laws of the State of Iowa, located at 701 10th Street SE, Cedar Rapids, Iowa 52403.

RECITALS:

WHEREAS, Hospital is a nonprofit hospital that plays a vital role in the health care safety net by supporting programs that benefit the indigent, uninsured, and underinsured population in Linn County, Iowa;

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 contract 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);

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

WHEREAS, Linn County, Iowa agrees to accept such commitment on behalf of the citizens of Linn County, Iowa.

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 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 Linn County, Iowa, including low-income residents who do not qualify for Medicaid or Medicare. In 2022, this commitment totaled approximately \$48,380,000 in care. Pursuant to this commitment, the Hospital's commitment to provide care to indigent, uninsured and underinsured resident of Linn County, Iowa, including low-income residents who do not qualify for Medicaid or Medicare, during the term of this Agreement will range generally between \$35,000,000 and \$55,000,000 million annually. 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 Linn County, Iowa.

- a. Linn County, Iowa accepts the commitment of Hospital set forth above; and
- b. Linn County, Iowa shall provide to Hospital the name, title, email address, and phone number of a government official who can confirm the status of this Agreement.

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 Iowa 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 the State of Iowa.

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.

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: Linn County Board of Supervisors
Attention: _____
123 5th Street SE
Cedar Rapids, Iowa 52401

Sent to: Mercy Medical Center,
Cedar Rapids, Iowa

Attention: General Counsel
701 10th Street SE
Cedar Rapids, Iowa 52403

5. Governing Law.

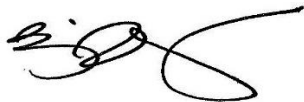
This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, excepting any conflict of law provisions which would serve to defeat application of Iowa substantive law

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

**MERCY MEDICAL CENTER,
CEDAR RAPIDS, IOWA:**

Name: Nathan Van Genderen
Title: Executive Vice President & CFO/COO

LINN COUNTY, IOWA:



Name: Ben Rogers
Title: Linn County Supervisor, District 2