

MEMORANDUM

Agenda Item No. 14(A)(2)

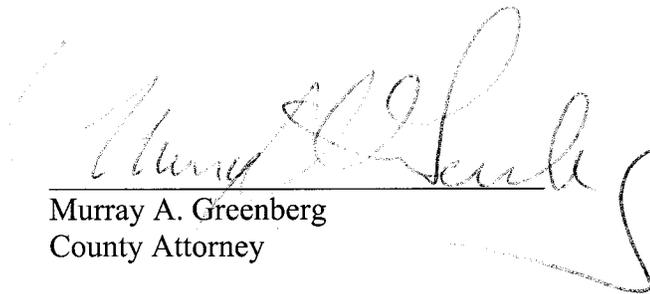
TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: August 23, 2005

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Resolution approving
execution of a Memorandum
of Agreement with Baptist
Hospital of Miami

The accompanying resolution was prepared and placed on the agenda at the request of Commissioner Rebeca Sosa.


Murray A. Greenberg
County Attorney

MAG/bw



MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: August 23, 2005

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No. 14(A)(2)

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(2)
08-23-05

RESOLUTION NO. _____

RESOLUTION APPROVING EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH BAPTIST HOSPITAL OF MIAMI, INC. FOR BAPTIST HOSPITAL'S ENROLLMENT AND PARTICIPATION IN THE 340B DRUG PRICING PROGRAM TO MAKE THE HOSPITAL ELIGIBLE FOR DISCOUNT OUTPATIENT DRUG PRICING BENEFITING INDIGENT, UNINSURED AND UNDER-INSURED MIAMI-DADE COUNTY RESIDENTS

WHEREAS, the 340B Drug Pricing Program (the "340B Program") resulted from enactment of Public Law 102-585, the Veteran's Health Care Act of 1992; and

WHEREAS, the 340B Program provides for discount outpatient drug pricing for covered entities enrolled in the 340B Program; and

WHEREAS, Baptist Hospital is desirous of becoming a "Covered Entity" under the applicable definition and requirements of the 340B Program; and

WHEREAS, Baptist Hospital's enrollment in the 340B Program will benefit indigent, uninsured and under-insured Miami-Dade County residents; and

WHEREAS, one of the requirements for enrollment in the 340B Program is that Baptist Hospital must have a contract with a local government to provide health care services to low income individuals who are not eligible for Medicare or Medicaid, as in the Memorandum of Understanding attached,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY

COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the execution of a Memorandum of Understanding with Baptist Hospital, in substantially the form attached hereto and made a part hereof, and authorizes the County Manager to execute same for and on behalf of Miami-Dade County to provide for Baptist Hospital's enrollment in the 340B Program for discount outpatient drug pricing and to benefit indigent, uninsured and under-insured Miami-Dade County residents.

The foregoing resolution was sponsored by Commissioner Rebecca Sosa and offered by Commissioner _____, who moved its adoption. The motion was seconded by

Commissioner _____ and upon being put to vote, the vote was as follows:

- | | |
|-------------------------------|----------------------|
| Joe A. Martinez, Chairman | Bruno A. Barreiro |
| Dennis C. Moss, Vice-Chairman | Jose "Pepe" Diaz |
| Dr. Barbara Carey-Shuler | Sally A. Heyman |
| Carlos A. Gimenez | Dorin D. Rolle |
| Barbara J. Jordan | Katy Sorenson |
| Natacha Seijas | Sen. Javier D. Souto |
| Rebecca Sosa | |

The Chairperson thereupon declared the resolution duly passed and adopted this 23rd day of August, 2005. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. ES/mcl

Eugene Shy, Jr.

MEMORANDUM OF UNDERSTANDING

BETWEEN

MIAMI-DADE COUNTY, FLORIDA

AND

BAPTIST HOSPITAL OF MIAMI, INC.

THIS MEMORANDUM OF UNDERSTANDING is made this ____ day of _____, 2005 by and between the undersigned representatives of MIAMI-DADE COUNTY, FLORIDA ("COUNTY"), located at Stephen P. Clark Center, 111 N.W. 1st Street, Suite 2910 Miami, FL 33128, and BAPTIST HOSPITAL OF MIAMI, INC. ("HOSPITAL"), a non-profit corporation organized and existing under the laws of the State of Florida, located at 8900 North Kendall Drive, Miami, FL 33176.

RECITALS:

WHEREAS, HOSPITAL is a Florida not-for-profit HOSPITAL that provides a disproportionate share of healthcare services to the Medicare population in addition to supporting many programs that benefit the indigent, uninsured or underinsured population in the State of Florida;

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 state or local 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 COUNTY.

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 MOU, HOSPITAL agrees to continue its historic commitment to the provision of health care to indigent, uninsured and underinsured residents of COUNTY. In 2004, this commitment totaled more than \$42 Million in foregone charges. Pursuant to this commitment, it is the intention of HOSPITAL that indigent care provided during the term of this MOU will range generally between \$35 million and \$45 million annually. In any event, HOSPITAL will assume that all patients will receive necessary care, as required by law, regardless of ability to pay.

2. Acceptance and Acknowledgements of COUNTY.

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

3. Representations of HOSPITAL.

HOSPITAL represents that as of the date hereof:

- (a) HOSPITAL constitutes a corporation duly organized and validly existing in good standing under the laws of the State of Florida with the corporate power and authority to enter into and perform its obligations under this MOU; 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 Florida.

4. Term and Termination. The term of this MOU 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.

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, addressed as follows:

Sent to:
MIAMI- DADE COUNTY
Attention: George M. Burgess
County Manager
Miami-Dade County
Stephen P. Clark Center
111 N.W. 1st Street, Suite 2910
Miami, FL 33128

Sent to:

BAPTIST HOSPITAL OF MIAMI, INC.:

Attention: Maribeth Rouseff
Assistant Vice President
Baptist Health South Florida
6855 Red Road, Suite 600
Coral Gables, Fl 33134

With a copy to:

Jody Lehman
Corporate Vice President & General Counsel
6855 Red Road, Suite 600
Coral Gables, Fl 33134

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

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

BAPTIST HOSPITAL OF MIAMI, INC.

Name: Lee Huntley
Title: CEO

WITNESSES:

MIAMI-DADE COUNTY, FLORIDA

George M. Burgess, County Manager

ATTEST:

Approved as to form and legal sufficiency by:

County Attorney