MEMORANDUM

Agenda Item No. 11(A)(9)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: February 6, 2007

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Resolution approving execution of Memorandum of Understanding with Variety Children's Hospital for enrollment in the 340B Drug Pricing Program

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

for: Murray A. Greenberg
County Attorney

MAG/bw

MEMORANDUM
(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

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SUBJECT: Agenda Item No. 11(A)(9)

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. 11(A)(9)
02-06-07

RESOLUTION NO. _____

RESOLUTION APPROVING EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH VARIETY CHILDREN'S HOSPITAL, D/B/A MIAMI CHILDREN'S HOSPITAL, INC. FOR 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, Variety Children's Hospital, d/b/a Miami Children's Hospital, Inc. is desirous of becoming a "Covered Entity" under the applicable definition and requirements of the 340B Program; and

WHEREAS, Variety Children's Hospital, d/b/a Miami Children's Hospital, Inc.'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 Variety Children's Hospital, d/b/a Miami Children's Hospital, Inc. 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 Variety Children's Hospital, d/b/a Miami Children's Hospital, Inc., 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 Variety Children's

Hospital, d/b/a Miami Children's Hospital, Inc.'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 Rebeca 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:

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of February, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

Eugene Shy, Jr.

MEMORANDUM OF UNDERSTANDING
BETWEEN
MIAMI DADE COUNTY
AND
VARIETY CHILDREN'S HOSPITAL, D/B/A MIAMI CHILDREN'S HOSPITAL, INC

THIS MEMORANDUM OF UNDERSTANDING is made this day of _____, 2006 by and between the undersigned representatives of MIAMI-DADE COUNTY ("County"), located at 111 NW 1st Street, Miami, Florida 33128 and VARIETY CHILDREN'S HOSPITAL, D/B/A MIAMI CHILDREN'S HOSPITAL, INC., a Florida not-for-profit corporation ("Hospital"), organized and existing under the laws of the State of Florida, located at 3100 SW 62nd Avenue, Miami, Florida 33155.

WHEREAS, Miami Children's Hospital is a Florida not-for-profit hospital that provides a disproportionate share of healthcare services to the Medicaid population underinsured population within Miami-Dade County and in the State of Florida.

WHEREAS, Miami Children's Hospital desired 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 Miami Children's Hospital must enter into an agreement with a unit of the local government (Miami-Dade County) pursuant to which Miami Children's Hospital commits to provide health care services to low income individuals who are not entitled to Medicaid benefits at no reimbursement or considerably less than full reimbursement from these patients;

WHEREAS, Miami Children's Hospital desires to make such a formal commitment to Miami Dade County; and

WHEREAS, Miami-Dade County agrees to accept such commitments on behalf of the citizens of Miami-Dade County and the State of Florida.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained therein and for other good a valuable consideration, the receipt and sufficiency of which hereby we acknowledged, it is mutually agreed and covenanted, under seal, by and between the parties to this Agreement, as follows:

1. **Commitment to Provide Indigent Care:**

   During the term of this MOU, Miami Children's Hospital agrees to continue its historic commitment to the provision of health care to indigent, uninsured and underinsured residents of Miami-Dade County and the State of Florida. In 2005, this commitment totaled approximately $10.2 million in lost charges. Pursuant to this commitment, it is the intention of Miami Children's Hospital that indigent

care provided during this MOU will range generally between $5.0 million and $10 million. In any event, Miami Children's Hospital will assume that all patients will receive necessary care, as required by law, regardless of ability to pay.

2. **Acceptance and Acknowledgements of Miami-Dade 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 Stat 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 Miami Children's Hospital:** VARIETY CHILDREN'S HOSPITAL, D/B/A MIAMI CHILDREN'S HOSPITAL, INC. 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
   Stephen P. Clark Center
   111 N.W. 1st Street, Suite 2910
   Miami, Florida 33128

Sent to:

Miami Children's Hospital

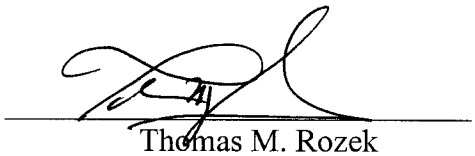
Attention: Thomas M. Rozek
President & CEO
Miami Children's Hospital
3100 SW 62nd Avenue
Miami, Florida 33155

With a Copy to:
Kimarie Stratos
General Counsel
Miami Children's Hospital
3100 SW 62nd Avenue
Miami, Florida 33155

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.

MIAMI CHILDREN'S HOSPITAL



Thomas M. Rozek
President & CEO

WITNESSES:

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MIAMI-DADE COUNTY, FLORIDA

_____
George M. Burgess, County Manager