

**REQUEST FOR BOARD ACTION
HENDERSON COUNTY
BOARD OF COMMISSIONERS**

MEETING DATE: December 5, 2022

SUBJECT: Approval of 340B Agreement

PRESENTER: Charles Russell Burrell

ATTACHMENT(S): Proposed 340B Health Care Services Agreement

SUMMARY OF REQUEST:

Private non-profit hospitals certified by Medicaid are allowed to participate in the Federal drug discount program established under Section 340B of the Public Health Services Act. In order to do so, such hospitals must receive an acknowledgment from the local government entity from the area in which the hospital is located that the hospital has committed to providing health care services to low-income individuals and an agreement to continue to do so.

Fletcher Hospital d/b/a AdventHealth Hendersonville has requested that the County execute the attached Agreement under the terms of Section 340B.

BOARD ACTION REQUESTED:

Review and if inclined, approval of Agreement

If the Board is so inclined, the following motion is suggested:

I move the Board Approve the proposed agreement.

340B Health Care Services Agreement

This 340B Health Care Services Agreement ("Contract") is made this 1st day of December 2022 by and between Henderson County, North Carolina ("Government Entity") and Fletcher Hospital Inc. D.B.A. AdventHealth Hendersonville, a private non-profit hospital located in Hendersonville, North Carolina ("Hospital").

BACKGROUND:

1. Hospital is a private, non-profit, Medicare certified hospital that supports many programs that benefit the indigent, uninsured or underinsured population of the State of North Carolina;
2. Hospital desires to continue its participation in the drug discount program established under Section 340B of the Public Health Services Act ("340B Program");
3. Hospital and Government Entity agree that 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;
4. Government Entity acknowledges and agrees that Hospital has been committed to providing such services since prior to April 1, 2005 ("Start Date"); and
5. Government Entity is a unit of government of the State of North Carolina and accepts such a commitment in satisfaction of the requirements of the 340B Program.

As such, in consideration of the mutual agreements and covenants contained herein and for other consideration, it is mutually agreed by Hospital and Government Entity as follows:

AGREEMENT:

1. Continuing since the Start Date and during the term of this Contract, Hospital agrees to provide health care to indigent, uninsured and underinsured residents of North Carolina. Hospital will continue to assure that all patients will receive necessary care, as required by law, regardless of the ability to pay.
2. Government Entity therefore: i) accepts the commitment of Hospital as set forth above; ii) acknowledges that the health care services provided by Hospital hereunder are being provided to individuals who are not entitled to benefits under Title XVIII (Medicare) or eligible for assistance under any State plan pursuant to Title XIX of the Social Security Act (Medicaid); and iii) acknowledges that Hospital is providing these services at no reimbursement or considerably less than full reimbursement from the applicable patients.
3. Meanwhile, Hospital represents that as of the date hereof it is a tax-exempt corporation under Section 501(c)(3) of the Internal Revenue Code of the United States.
4. The term of this Contract 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.

Hospital and Government Entity hereby execute this Contract through their duly authorized representatives.

HOSPITAL

By: Ella Stenstrom
Name: Ella Stenstrom
Title: CFO
Date: November 10, 2022

GOVERNMENT ENTITY

By: _____
Name: _____
Title: _____
Date: _____