

HEALTH CARE SERVICES AGREEMENT

THIS HEALTH CARE SERVICES AGREEMENT (“Agreement”) is made April 23rd 2024 (“Effective Date”) by and between **City of Aurora** (“City”), and **Presence Central and Suburban Hospital Network d/b/a Presence Mercy Medical Center**, a nonprofit corporation organized and existing under the laws of the State of Illinois for its campus located at 1325 N. Highland Avenue, Aurora, IL (“Hospital”).

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 the State of Illinois;

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 City; and

WHEREAS, City agrees to accept such commitment on behalf of the citizens of City;

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 City, including low-income residents who do not qualify for Medicaid or Medicare. In 2023, this commitment totaled approximately \$5.8M in care. Pursuant to this commitment, the Hospital’s commitment to provide care to indigent, uninsured and underinsured resident of City, including low-income residents who do not qualify for Medicaid or Medicare, during the term of this Agreement will total generally around \$5M 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 City.

- a.** City accepts the commitment of Hospital set forth above; and
- b.** City 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 Effective Date:

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

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.

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 Aurora, Illinois
Attention: City Clerk
44 E. Downer Pl.
Aurora, IL 60507

Sent to: Presence Central and Suburban Hospital Network d/b/a Presence Mercy Medical Center
Attention: 340B Director
1325 N. Highland Avenue,
Aurora, IL

6. Governing Law.

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

Signatures follow on next page

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

HOSPITAL

Name: Fernando Gruta
Title: President

CITY

Name: Richard C. Irvin
Title: Mayor