

**Aurora West Allis Medical Center  
340B DRUG PRICING PROGRAM**

MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING** ("MOU") is made this \_\_\_\_ day of \_\_\_\_\_, 2023, between the undersigned representatives of the City of \_\_\_\_\_ (hereinafter referred to as "Government Entity") and West Allis Memorial Hospital, Inc. d/b/a Aurora West Allis Medical Center (hereinafter referred to as "Hospital"), a non-profit corporation organized and existing under the laws of the State of Wisconsin.

RECITALS:

**WHEREAS**, Hospital is a Wisconsin not-for-profit hospital that provides healthcare services to the Medicare and Medicaid populations in addition to supporting many programs that benefit the indigent, uninsured or underinsured population in West Allis, Wisconsin and surrounding communities;

**WHEREAS**, Hospital desires to make such formal commitment to Government Entity; and

**WHEREAS**, Government Entity agrees to accept such commitment on behalf of the citizens of West Allis, WI and surrounding communities and acknowledges and agrees that Hospital has been committed to providing such services since July 1, 2014 ("Start Date").

**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 by and between the parties of this MOU, as follows:

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 West Allis. 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.

**IN WITNESS THEREOF**, Hospital and Government Entity have executed this MOU on the day and year first written above by their duly authorized representatives.

GOVERNMENT ENTITY

HOSPITAL

By \_\_\_\_\_

By \_\_\_\_\_

Name  
Title

Name  
Title