

MEMORANDUM OF UNDERSTANDING (MOU)

Between Bourbon County Commission and Amberwell Health, Inc. (defined herein).

This Memorandum of Understanding ("MOU") is entered into on this 23 day of ~~December~~ ^{January}, ~~2023~~ ²⁰²⁴ ("Effective Date"), by and between the Bourbon County Commission, a duly constituted governing body of Bourbon County, Kansas, hereinafter referred to as ("County"), and Amberwell Health, Inc. and its affiliated licensed facilities, a healthcare organization duly organized and existing under the laws of the State of Kansas, with its principal place of business at 800 Ravenhill Road, Atchison, Kansas, hereinafter collectively referred to as ("Amberwell Health").

WHEREAS the County is committed to ensuring the provision of quality emergency health services which includes an operating Emergency Room for a one (1) year period to its residents; and

WHEREAS Amberwell Health possesses expertise and resources to enhance and optimize the emergency health services offered within Bourbon County;

NOW, THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree as follows:

1. PURPOSE

The purpose of this MOU is to outline the terms and conditions under which the County and Amberwell Health will collaborate to enhance emergency health services within Bourbon County, subject to the creation of a Funding Agreement consistent with Kansas law.

2. LEVERAGING OPPORTUNITIES

By leveraging opportunities with a "Rural Emergency Hospital" designation and a "Rural Health Clinic" designation (as those terms are defined by federal law), the parties acknowledge and agree that the expectation is for Amberwell Health to undertake initiatives, directly or through its affiliates, to enhance the quality and accessibility of emergency health services. This includes, but is not limited to, the establishment of a Rural Health Clinic and improved operational efficiency. The County anticipates that, through these initiatives, the need for the County subsidy will be reduced within one (1) year from the Effective Date of this MOU.

3. COUNTY SUBSIDY

The County agrees to provide a financial subsidy to Amberwell Health to support the enhancement and continuation of emergency health services in Bourbon County. The subsidy amount shall be set forth in a Funding Agreement as mutually agreed upon by both parties and shall be disbursed in installments as specified in an agreed-upon payment schedule.

4. TERM

This MOU shall have an initial term of one (1) year commencing from the Effective Date. At the end of this initial term, the parties shall review the progress made toward leveraging the

opportunities outlined in Section 2 and shall determine the need for any further subsidy based on the achieved outcomes.

5. REPORTING AND MONITORING

Amberwell Health shall provide regular reports to the County detailing the progress and outcomes achieved through the initiatives undertaken to enhance emergency health services. The parties shall meet at least quarterly to review these reports and discuss the subsidy's ongoing necessity.

6. CONFIDENTIALITY

Both parties shall treat all non-public information and records exchanged during the course of this MOU as confidential and shall not disclose such information to any third party without prior written consent, except as required by applicable laws and regulations.

7. EXCLUSIVITY

Both parties agree that Amberwell Health shall be the exclusive provider of the services in any Funding Agreement contemplated by this MOU. County shall negotiate the terms of a Funding Agreement exclusively with Amberwell Health for ninety (90) days following the Effective Date. If the parties do not agree on a Funding Agreement within ninety (90) days following the Effective Date this MOU may be terminated in writing by either party upon ten (10) days' notice.

8. AMENDMENTS

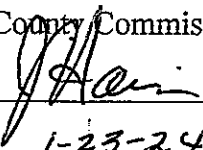
Any amendments to this MOU shall be in writing and signed by both parties. Notice may be delivered in writing, in person, via email, or US Mail to the CEO of Amberwell Health or the Administrator of the County.

9. GOVERNING LAW

This MOU shall be governed by and construed in accordance with the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the Effective Date.

Bourbon County Commission:

By: 

Date: 1-23-24

Amberwell Health:

By: _____

Date: _____