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**Memorandum of Understanding  
between The Medical Center, Inc. and Columbus, Georgia**

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1. **Purpose.** This Memorandum of Understanding (MOU) establishes an agreement between The Medical Center, Inc. d/b/a Piedmont Columbus Regional Midtown ("PCRM") and Columbus, Georgia ("Columbus"), a consolidated city-county government and a political subdivision of the State of Georgia in order to meet the eligibility requirements for a private non-profit disproportionate share hospital to buy discounted outpatient drugs under Section 340B of the Public Health Services Act. PCRM is a private, not-for-profit hospital that wishes to participate in and will abide by the 340B Program guidelines.
2. **Scope.** Under this MOU, PCRM establishes a commitment to serving the emergency and other healthcare needs for all patients, regardless of ability to pay. PCRM desires to make a formal commitment with the Columbus local government to provide healthcare to the indigent as well as those who are not covered under Medicare or Medicaid or other insurance regardless of the individual's ability to pay, and specifically those individuals who are not entitled to benefits under Title XVIII of the Social Security Act or eligible for assistance under the State plan under this title. PCRM has corporate power and authority to enter into and perform its obligations under this MOU. Columbus agrees to accept such commitment on a non-exclusive basis on behalf of and for the benefit of the citizens of Columbus, Georgia and Muscogee County.
3. **PCRM Responsibilities.** PCRM seeks to treat all patients equitably, with dignity, respect, and compassion. To this end, and in understanding that some patients may be unable to pay for their care due to financial considerations, PCRM agrees to continue its historic commitment of assisting those who cannot pay for their care by extending financial assistance to qualifying patients pursuant to PCRM's financial assistance policy.
4. **Initial Term; Automatic Renewal; Termination.**
  - a) **Initial Term.** This agreement shall have an initial term of one (1) year commencing on July 1, 2024 and expiring at midnight on June 30, 2025, and may be renewed for additional one-year periods upon mutual written agreement of the parties.
  - b) **Termination.** Either party may terminate this Agreement without cause by giving to the other party notice in writing of such termination at least ninety (90) days prior to the effective date of such termination.
5. **Miscellaneous Provisions.**
  - a) **Assignment.** This Agreement may not be assigned or transferred (by operation or law or otherwise) by either party without the prior written consent of the other party.

**COLUMBUS, GEORGIA OFFICIAL:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**THE MEDICAL CENTER, INC. OFFICIAL:**

Signature: Allen Holladay Date: 7/15/24

Name: Allen Holladay

Title: CFO