

HAMILTON MEDICAL CENTER, INC.

340B DRUG PRICING PROGRAM

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made this _____ day of _____, 2024, between the CITY OF DALTON, GEORGIA a Georgia municipal corporation (hereinafter referred to as "City"), located at 300 W. Waugh Street, Dalton, Georgia 30720, and HAMILTON MEDICAL CENTER, INC. (hereinafter referred to as "Hospital"), a non-profit corporation organized and existing under the laws of the State of Georgia, located at 1200 Memorial Drive, Dalton, Georgia 30720.

RECITALS:

WHEREAS, Hospital is a Georgia 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 Dalton, Georgia and surrounding communities;

WHEREAS, Hospital desires to make such formal commitment to City; and

WHEREAS, City agrees to accept such commitment on behalf of the citizens of Dalton, Georgia, and surrounding communities.

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. **COMMITMENT OF HOSPITAL TO PROVIDE INDIGENT CARE:** During the term of this MOU, Hospital agrees to continue its historical commitment to the provision of healthcare to indigent, uninsured and underinsured residents by adhering to the Hospital's charity policy. Pursuant to its commitment to continue to provide indigent care, it is Hospital's intention that indigent care provided during the term of this MOU will be consistent with its historical commitment. In any event, Hospital will ensure that all patients presenting to its Emergency Department continue to receive necessary care, as required by law, regardless of ability to pay.

2. **ACCEPTANCE AND ACKNOWLEDGMENTS OF CITY:**

(a) City accepts the commitment of Hospital set forth above;

(b) City hereby acknowledges that the healthcare services provided by Hospital hereunder are in the public interest and are being provided to individuals who are not entitled to benefits under Title XVIII of the Social Security Act or eligible for assistance under any State plan pursuant to Title XIX of the Social Security Act; and

(c) City acknowledges that Hospital is providing these services at no reimbursement or for considerably less than full reimbursement from the patients.

3. REPRESENTINGS OF HOSPITAL: Hospital represents that as of the date hereof:

(a) Hospital constitutes a separately licensed facility that is a non-profit corporation duly organized and validly existing in good standing under the laws of the State of Georgia, with the corporate power and authority to enter into and perform its obligations under this MOU; and

(b) Hospital is a tax-exempt corporation under Section 501(c)(3) of the Internal Revenue Code of the United States, as amended, and under applicable laws of the State of Georgia.

4. TERM AND TERMINATION: The term of this MOU shall commence on the date set forth above and shall continue until terminated by either party upon not less than sixty (60) days prior written notice to the other.

5. NOTICE: All notices required or permitted to be given under this MOU shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, addressed as follows:

SENT TO CITY: City of Dalton
Annalee Sams, Mayor
300 W. Waugh Street
Dalton, GA 30720

WITH COPY TO: City of Dalton
City Councilmembers
300 W. Waugh Street
Dalton, GA 30720

WITH COPY TO: City of Dalton
Andrew Parker, City Administrator
300 W. Waugh Street
Dalton, GA 30720

WITH COPY TO: The Minor Firm, LLC
Jonathan Bledsoe, City Attorney
745 College Drive, Suite B
Dalton, GA 30720

SENT TO HOSPITAL: Hamilton Medical Center, Inc.
Jeff Myers, President and CEO
1200 Memorial Drive
Dalton, GA 30720

WITH COPY TO: Hamilton Medical Center, Inc.
Julie Soekoro, Executive Vice President and CFO
1200 Memorial Drive
Dalton, GA 30720

WITH COPY TO: Legal Department
Hamilton Medical Center, Inc.
1200 Memorial Drive
Dalton, GA 30720

6. GOVERNING LAW: This MOU shall be governed and construed in accordance with the laws of the State of Georgia (excepting any conflict of laws/provisions, which would serve to defeat application of Georgia substantive law).

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

CITY OF DALTON, GEORGIA

Mayor/Mayor Pro Tempore

ATTESTED TO:

City Clerk

WITNESS:

HAMILTON MEDICAL CENTER, INC.

By: _____
Name: Jeff Myers
Title: President and CEO