

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**CITY OF TUPELO, MS**

**AND**

**NORTH MISSISSIPPI MEDICAL CENTER, INC., d/b/a NMMC-TUPELO**

**THIS AGREEMENT** is made this 15<sup>th</sup> day of June, 2020, by and between **CITY OF TUPELO** ("City"), located at City Hall, 71 East Troy Street, Tupelo, MS 38801, and **NORTH MISSISSIPPI MEDICAL CENTER, INC., d/b/a NMMC-TUPELO** ("NMMC"), a non-profit corporation organized and existing under the laws of the State of Delaware, with its principle place of business located at 830 South Gloster Street, Tupelo MS 38801.

**RECITALS:**

**WHEREAS**, NMMC is a Delaware not-for-profit hospital that provides a disproportionate share of healthcare services to the Medicaid population in addition to supporting programs that benefit the indigent, uninsured or underinsured population in the State of Mississippi and City of Tupelo;

**WHEREAS**, NMMC desires to continue 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, NMMC must enter into an agreement with a unit of the local government pursuant to which NMMC commits to continue to provide health care services to low-income individuals who are neither entitled to benefits under Title XVIII of the Social Security Act nor eligible for assistance under the State plan of Title XIX under this Act;

**WHEREAS**, NMMC desires to make such a formal commitment to City; and

**WHEREAS**, City agrees to accept such commitment on behalf of the citizens of Tupelo.

**NOW, THEREFORE**, in consideration of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt of 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 NMMC to Provide Indigent Care.**

During the term of this Agreement, NMMC agrees to continue its historic commitment to the provision of health care to indigent, uninsured and underinsured residents of City of Tupelo. In the past several years NMMC has provided an average of over One Million Dollars in charity health care per year with the largest demographic category being citizens of Tupelo. Pursuant to this commitment, it is the intention of NMMC that indigent care provided during the term of this Agreement will continue at approximately the same levels per fiscal year, in accordance with NMMC's Charity Policy. NMMC will continue to provide to patients emergency services, regardless of the patient's ability to pay.

2. **Acceptance and Acknowledgments of City.**

- (a) City accepts the commitment of NMMC set forth above;
- (b) City has executed this Agreement which acknowledges that healthcare services are being provided by NMMC to low-income individuals who are neither entitled to benefits under Title XVIII of the Social Security Act nor eligible for assistance under the State plan of Title XIX under this Act; and
- (c) City authorizes NMMC to submit the attached certification in support of NMMC's application to enroll in the 340B program.

3. **Representation of NMMC.**

NMMC represents that as of the date hereof:

- (a) NMMC constitutes a corporation duly organized and validly existing in good standing under the laws of the State of Delaware and Mississippi with the corporate power and authority to enter into and perform its obligations under this Agreement;
- (b) NMMC 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 the State of Delaware.

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 Tupelo  
Attention: Mayor  
City Hall  
71 East Troy Street  
Tupelo, MS 38801

Sent to: North Mississippi Medical Center, Inc., d/b/a NMMC-Tupelo  
Attention: Bruce J. Toppin, NMHS Chief Legal Officer  
830 South Gloster Street  
Tupelo, MS 38801

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

**IN WITNESS WHEREOF**, North Mississippi Medical Center, Inc., and the City of Tupelo have executed this Agreement as of the day and year first written above by their duly authorized representatives.

**NORTH MISSISSIPPI MEDICAL CENTER, INC., d/b/a  
NMMC-TUPELO**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**CITY OF TUPELO**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**CITY OF TUPELO**

**AND**

**NORTH MISSISSIPPI MEDICAL CENTER, INC.**

**THIS AGREEMENT** is made this 2 day of April, 2013, by and between **CITY OF TUPELO** ("Tupelo"), located at City Hall, 71 East Troy Street, Tupelo, MS 38801, and **NORTH MISSISSIPPI MEDICAL CENTER, INC.** ("NMMC"), a non-profit corporation organized and existing under the laws of the State of Delaware, with its principle place of business located at 830 S. Gloster Street, Tupelo, MS 38801.

**RECITALS:**

**WHEREAS**, NMMC is a Delaware not-for-profit hospital that provides a disproportionate share of healthcare services to the Medicaid population in addition to supporting programs that benefit the indigent, uninsured or underinsured population in the State of Mississippi and City of Tupelo;

**WHEREAS**, NMMC desires to continue 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 NMMC must enter into an agreement with a unit of the local government pursuant to which NMMC commits to continue to provide health care services to low-income individuals who are neither entitled to benefits under Title XVIII of the Social Security Act nor eligible for assistance under the State plan of Title XIX under this Act;

**WHEREAS**, NMMC desires to make such a formal commitment to City; and

**WHEREAS**, City agrees to accept such commitment on behalf of the citizens of Tupelo.

**NOW, THEREFORE**, in consideration of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt of 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:

deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, addressed as follows:

Sent to: City of Tupelo  
Attention: Jack Reed, Mayor  
71 East Troy Street  
Tupelo, MS 38801

Sent to: North Mississippi Medical Center, Inc.  
Attention: Steve Altmiller, President  
830 S. Gloster Street  
Tupelo, MS 38801

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

**IN WITNESS WHEREOF**, North Mississippi Medical Center, Inc., and the City of Tupelo have executed this Agreement as of the day and year first written above by their duly authorized representatives.

**NORTH MISSISSIPPI MEDICAL CENTER, INC.**

BY: Steve Altmiller  
STEVE ALTMILLER, PRESIDENT

DATE: 4/12/13

**CITY OF TUPELO**

BY: Jack Reed, Jr.

DATE: 4/2/13