

**MOBILE INFIRMARY ASSOCIATION, INC. D/B/A  
MOBILE INFIRMARY MEDICAL CENTER**

**340B DRUG PRICING PROGRAM**

**MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, between the undersigned representatives of the COUNTY OF BALDWIN, ALABAMA a State municipal corporation (hereinafter referred to as "County"), located at 312 Courthouse Square, Bay Minette, Alabama 36507 and Mobile Infirmary Association, d/b/a Mobile Infirmary Medical Center (hereinafter referred to as "HOSPITAL"), an Alabama nonprofit corporation located at 5 Mobile Infirmary Circle, Mobile, Alabama 36607.

**RECITALS:**

WHEREAS, Hospital is a Alabama nonprofit 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 Baldwin County, Alabama and surrounding communities;

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

WHEREAS, County agrees to accept such commitment on behalf of the citizens of Baldwin County 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 Financial Assistance 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 COUNTY:

- (a) County accepts the commitment of Hospital set forth above;
- (b) County 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) County acknowledges that Hospital is providing these services at no reimbursement or for considerably less than full reimbursement from the patients.

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

- (a) Hospital constitutes a separately licensed facility that is owned and operated by Mobile Infirmary Association, d/b/a Mobile Infirmary Medical Center; an Alabama nonprofit corporation, 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 Alabama.

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 COUNTY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WITH COPY TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SENT TO HOSPITAL: Mobile Infirmary Association, d/b/a Mobile Infirmary Medical Center  
Attention: President/CEO  
5 Mobile Infirmary Circle  
Mobile, Alabama 36607

WITH COPY TO:            Mobile Infirmary Association, d/b/a Mobile Infirmary Medical Center  
                                 Attention: General Counsel  
                                 5 Mobile Infirmary Circle  
                                 Mobile, Alabama 36607

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

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

WITNESS:

COUNTY OF BALDWIN, ALABAMA

\_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

WITNESS:

MOBILE INFIRMARY ASSOCIATION, INC., D/B/A  
MOBILE INFIRMARY MEDICAL CENTER

\_\_\_\_\_

By \_\_\_\_\_

D. Mark Nix

President and CEO