

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** (this "MOU") is made effective as of the ___ day of _____, 2019 and entered into by and between **NORTH MISSISSIPPI GROUND AMBULANCE, LLC ("NMGA")**, and the **TUPELO PUBLIC SCHOOL DISTRICT ("TPSD")**.

WITNESSETH:

WHEREAS, NMHS wholly owns North Mississippi Medical Center, Inc. ("NMMC") and NMGA; and

WHEREAS, TPSD provides athletic events for its students to participate in, including football from time to time, and students participating in football games with sustained injuries may require treatment by EMTs and/or transportation by ambulance to NMMC or another appropriate hospital; and

WHEREAS, NMGA operates a ground ambulance service; and

WHEREAS, TPSD desires to have the NMGA ambulance service available during football games.

NOW, THEREFORE, the parties agree as follows:

1. NMGA SERVICES.

- a. NMGA agrees to provide an appropriately staffed ambulance parked at Tupelo High School's football field during every Tupelo High School varsity home football game starting October 25, 2019.
- b. NMGA shall remain at the game from 6:00 p.m. until the end of the game; except in the occurrence of a community disaster requiring the need of the NMGA ambulance.
- c. NMGA shall transport, as medically necessary, any student or other person in attendance at the game to NMMC unless another hospital is deemed more appropriate.

2. BILLING. NMGA will bill TPSD and TPSD agrees to pay NMGA the sum of Two Hundred Fifty Dollars (\$250.00) for each home game starting with the October 25, 2019, home game. NMGA shall bill TPSD at the end of the football season for all games at which NMGA's ambulance was present.

3. TERM. This MOU shall be effective from the effective date and shall continue in effect indefinitely unless either party terminates the MOU in accordance with this Section. Either party may terminate this MOU for any reason, or no reason at all, upon giving thirty (30) days, advance written notice to the other party. Additionally, this MOU may be terminated, effective immediately:

- a. If state and federal laws and regulations are amended, such that this MOU is no longer valid; or

- b. If either party materially breaches this Agreement and the breaching party does not correct the breach within ten (10) days.
- c. Upon mutual agreement of the parties.
4. **NO LIMIT ON CONTRACTS.** Nothing in this MOU shall be construed as limiting the right of any party on either a limited or general basis while this MOU is in effect.
5. **GOVERNING LAW.** This MOU shall be governed by the laws of the State of Mississippi. In addition, to the extent applicable, the parties agree to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and Family Educational Rights and Privacy Act ("FERPA") and the rules promulgated thereunder for each.
6. **NOTICES.** All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:
- If to North Mississippi Ground Ambulance, LLC
 830 S. Gloster Street
 Tupelo, MS 38801
 Attn: Dennis Hebner, Director
- If to Tupelo Public School District.
 72 S. Green Street
 Tupelo, MS 38804
 Attn: Superintendent
- or to such other persons or places as either party may from time to time designate by written notice to the other.
7. **MODIFICATION.** This MOU may be modified or amended from time to time by mutual written agreement of the parties, and such modification or amendment shall be attached hereto and become part of this MOU.
8. **NO THIRD-PARTY BENEFICIARIES.** Nothing expressed or implied in this MOU is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assignees of the parties, any rights, remedies, obligations, or liabilities whatsoever.
9. **AMBULANCE TRANSPORT CHARGES.** Nothing here prohibits NMGA from changing/billing a patient (or parent/guardian) for any medically necessary transport.
10. **RESPONSIBILITY.** Each party is responsible for the acts and omissions of their respective employees and agents.
11. **INDEMNIFICATION.** NMGA agrees to indemnify and hold harmless TPSD, its Trustees, employees and agents from and against any and all claims, actions, liabilities, loss or damage to any property or for bodily or personal injuries, including death resulting therefrom, sustained by any person or persons, which loss, damage or injuries solely results from or arises out of NMGA's negligent acts or omissions.

12. **INDEPENDENT CONTRACTORS.** NMGA AND TPSD at all times are acting and performing as independent contractors and not as a Joint Venture or partners or creating any agency relationship.
13. **COMPLIANCE WITH LAW.** Both parties shall comply with all applicable federal and state laws.
14. **INSURANCE.** NMGA agrees to maintain, at its own expense, comprehensive general liability insurance written by a responsible insurance carrier licensed to do business in Mississippi, or "self-insurance" coverage approved by a nationally recognized independent insurance consultant, which shall provide coverage for liability for injury to and/or death of, and/or damage to property of any person or persons with respect to the acts or omission of NMGA with policy limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate per year.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties, through duly authorized representatives, have executed this MOU as of the date written below.

NORTH MISSISSIPPI GROUND AMBULANCE, LLC

BY: _____
OFFICER

DATE: _____

TUPELO PUBLIC SCHOOL DISTRICT

BY: _____
SUPERINTENDENT

DATE: _____