

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE CITY OF CRETE**  
**AND**  
**CRETE AREA MEDICAL CENTER**

**THIS MEMORANDUM OF UNDERSTANDING** is made this 1st day of July 2026, by and between the undersigned representatives of The City of Crete, and Crete Area Medical Center (CAMC).

**RECITALS:**

**WHEREAS**, Crete Area Medical Center (CAMC) is a Critical Access not-for-profit hospital that provides a disproportionate share of healthcare services to the City's population in addition to supporting many programs that benefit the indigent, uninsured, or underinsured population in the State of Nebraska;

**WHEREAS**, CAMC desires 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, CAMC must enter into an agreement with a unit of the state or local government pursuant to which CAMC commits to provide health care services to low income individuals who are not entitled to Medicare or Medicaid benefits at no reimbursement or considerably less than full reimbursement from these patients;

**WHEREAS**, CAMC desires to make such a formal commitment to The City of Crete;  
and

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

**NOW, THEREFORE**, in consideration of the mutual agreements and covenants contained therein and for other good a valuable consideration the receipt 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 CAMC to Provide Indigent Care.** During the term of this memorandum, CAMC agrees to continue its historic, commitment to the provision of health care to indigent, uninsured and underinsured residents of the State of Nebraska. In any event, CAMC will ensure that all patients will receive necessary care, as required by law, regardless of ability to pay.
2. **Acceptance and Acknowledgements of The City of Crete.**
  - a. The Mayor accepts the commitment of CAMC set forth above;
  - b. The Mayor hereby acknowledges that the healthcare services provided by CAMC hereunder are in the public interest and are being provided to individuals who are not entitled to benefits under Title XVIII or eligible for assistance under any State plan pursuant to Title XIX of the Social Security Act; and
  - c. The Mayor acknowledges that CAMC is providing these services at no reimbursement or considerably less than full reimbursement from the patients.
3. **Representations of Hospital.** CAMC represents that as of the date hereof;
  - a. CAMC constitutes a corporation duly organized and validly existing in good standing under the laws of the State of Nebraska with the corporate power and authority to enter into and perform its obligations under this MOU; and
  - b. CAMC 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 Nebraska.
4. **Term and Termination.** The term of this memorandum shall commence on the date first above written and shall continue until terminated by either party upon not less than sixty (60) days prior to written notice to the other.

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

Sent to:

The City of Crete

Attention: Mayor Dave Bauer

243 East 13<sup>th</sup> Street

Crete, NE 68333

Sent to:

Crete Area Medical Center

Attention: Julie Lacy, CEO

2910 Betten Dr.

Crete, NE 68333

6. **Governing Law.** This memorandum shall be governed by and construed in accordance with the laws of the State of Nebraska (excepting any conflict of law's provisions which would serve to defeat application of Nebraska substantive law).

**IN WITNESS WHEREOF**, CAMC and The City of Crete have executed this Agreement as of the day and year first written above by their duly authorized representatives.

**THE CITY OF CRETE**

**CRETE AREA MEDICAL CENTER**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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