



AMENDMENT TO AMBULANCE SERVICE AGREEMENT

THIS WRIT AMENDS THE “Amended and Restated Agreement to Provide Advanced Life Support Ambulance Service” by and between Mobile Medic Ambulance Service, d/b/a American Medical Response and Madison County, Mississippi.” Hereinafter, the parties are, respectively, “AMR” and “the County.” This Amendment is effective as of date on which the Madison County Board of Supervisors may approve it, with such date acknowledged by the signatories for both parties on the signature page hereof.

WHEREAS, the parties entered into the aforementioned Agreement on January 3, 2012, and

WHEREAS, this proposed Amendment, once implemented, would make the Agreement more consistent with practices widespread among ambulance service providers nationally and in Mississippi, and

WHEREAS, the Amendment would facilitate achievement of goals the parties share, including reduction of the time required for ambulances to reach both emergency and non-emergency destinations, enabling AMR to operate more efficiently through better matching resources which AMR deploys to patients’ systematically-anticipated needs, lowering AMR’s fees to applicable patients and their insurers and contributing to the wellbeing of AMR’s workforce, and

WHEREAS, to achieve ends such as those indicated immediately above, the parties mutually desire and consent to the following specified changes in the Agreement,

NOW THEREFORE, in consideration of the foregoing and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The title of the Agreement is amended by deleting the words, “Life Support” after “Advanced” and by inserting the words, “and Basic Life Support Ambulance Service and” between “Advanced” and “Emergency,” so that the title of the document becomes, “*Amended and Restated Agreement to Provide Advanced and Basic Life Support Ambulance Service and Emergency Medical Service.*”
2. The footer of the Agreement is changed to read, “2012 Agreement Re. Advanced and Basic Life Support Ambulance Service and Emergency Medical Service.”
3. In the recital, in the last paragraph beginning with, “Whereas,” the word, “Advanced,” shall be followed by “and Basic.”
4. In the paragraph beginning, “Therefore,” the wording, “2012 Agreement for Provision of Advanced Life Support Emergency Medical Service” is hereby changed to, “2012 Agreement for Provision of Advanced and Basic Ambulance Service and Emergency Medical Service.”
5. Section 1. Introduction: At the end of the first sentence, delete “Advanced Life Support (‘ALS’) Emergency Medical Service” and replace it with, “Advanced and Basic Life Support Ambulance Service and Emergency Medical Service.”
6. Section 3: Service Provided by AMR
 - a. 3.1. Service: Delete all previous wording of 3.1 and replace it with the following: “AMR will provide Advanced Life Support (ALS) Ambulance Service to the County and the municipalities within Madison County twenty-four (24) hours per day, every day of the year for response to Emergency Transport Calls and will also provide Basic Life Support-only (BLS-only) Ambulance Service to the County and the municipalities within Madison County during the hours with high need for BLS-only Ambulance Service to respond to Routine/Non-Emergency Transport Calls, in compliance with the standards for ambulance service as set forth in the Ordinance. As part of providing the service described in the previous sentence, AMR shall base a staffed ALS ambulance in Canton (at the site designated as Post 6) and will exercise all reasonable efforts to keep a staffed ALS ambulance in Canton at Post 6 around the clock. AMR will use BLS-only ambulances and crews solely for response to Routine/Non-emergency Transport Calls. AMR may use ALS Ambulances to respond to BLS Patients when call demand allows or requires such response. If the County determines that AMR has not complied with the provisions of this clause, the County may exercise its termination rights as provided in Section 5 herein. AMR shall also provide Non-transport ‘Sprint Medic’ service as defined in and provided for in a resolution the County adopted on March 22, 2010. The resolution is made part of this Agreement and is included as Exhibit 2.”
 - b. 3.3. Response Reliability Standards: At the end of the title of 3.3, add the words, “for Emergency Transport Calls” so that the new title of 3.3 is, “Response Reliability Standards for Emergency Transport Calls.”
 - c. 3.5. Emergency Equipment: Between the acronym, “ALS” and the word, “ambulances,” insert the acronym, “BLS,” so that the section reads: “AMR will utilize vehicles and equipment that meet or exceed the state and local requirements for ALS and BLS ambulances, e.g. the KKK-A-1822C (or subsequent versions) federal specifications as outlined by the U.S. General Services Administration.”



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- d. 3.6. Personnel: Insert the acronym, “BLS,” between the acronym, “ALS,” and the word, “ambulance,” so that the section reads: “AMR personnel standards will meet or exceed the standards required by local, state and federal law for ALS and BLS ambulance service.”
7. Section 5.1.2.c. Remedies: In the first sentence of Section 5.1.2.c., in the portion following the semi-colon, insert “and / or BLS-only” between “ALS” and “ambulance,” so that the sentence is changed to read: “Notwithstanding anything hereinabove, upon the occurrence of any Event of Default hereunder, the County may give written notice to AMR of termination of this Agreement; provided, however, pending the date of final termination, the County may require AMR to continue to provide ALS and / or BLS-only ambulance service to the County as required herein, for a period of up to sixty (60) days and, during such time, AMR shall cooperate with the County to prepare and accomplish a transfer of operation of said service to the County or a party of the County’s determination upon the effective date of final termination.” The second sentence in Section 5.1.2.c. is not changed.
8. The County hereby charges AMR and AMR accepts the County’s charge to use its best efforts to implement the provisions of this amendment by October 1, 2014.
9. Within five days after the first 120 days of AMR’s providing BLS-only ambulance service for stable non-emergency patients in Madison County, the County’s designated Contract Administrator and a representative of AMR, chosen by AMR, shall meet for the following purpose: At the meeting, AMR will provide the Contract Administrator a report indicating the impact of the BLS-only ambulances on emergency and non-emergency response times in the County and in the municipalities in the County. The Contract Administrator and AMR’s representative will discuss the report. If the Contract Administrator requests additional data and such data can be produced, AMR will timely provide such additional data. Based on the findings in the report, AMR and the Contract Administrator will determine if it is appropriate to propose, to the Board of Supervisors, amendments to the Operations Contract regarding response time requirements in said contract, including procedures related to response time compliance defined in said contract. These topics are made explicit in Section 3.3, “Response Reliability Standards,” of the Operations Contract, but the discussion between the County’s Contract Administrator and AMR regarding response time requirements and related procedures is not limited to Section 3.3 alone. The Operations Contract and this present, newly-renamed “2012 Agreement Re. Advanced and Basic Life Support Ambulance Service and Emergency Medical Service” are one and the same document. If the Contract Administrator and AMR agree that any such amendments are called for, then the Contract Administrator and AMR will negotiate in good faith to formulate, jointly, such proposed amendments for the Board of Supervisors’ consideration. AMR acknowledges: If the Contract Administrator and AMR cannot agree on proposed amendments to be taken to the Board of Supervisors, then the Contract Administrator may prepare and present such proposed amendments to the Board of Supervisors as he may deem appropriate. If the Contract Administrator and AMR cannot agree on amendments to be proposed and the Contract Administrator brings proposed contract amendments to the Board of Supervisors based on his own determination (without AMR’s concurrence on such proposed amendments), then AMR shall have the right to be present and to speak at such time as the Board of Supervisors considers the Contract Administrator’s recommended contract amendments related to Response Time Reliability. The County’s Contract Administrator and AMR commit to exercise their best efforts to present any proposed amendments stemming from the first 120 days of AMR’s operation of BLS-only ambulances in Madison County, to the Board of Supervisors, within 30 days after the first 120 days of AMR’s providing such ambulance service. This above-described review after the first 120 days of AMR’s operating BLS-only ambulances for stable non-emergency patients in the county does not limit either the County or AMR from requesting additional discussions about Response Reliability Standards at any future date during the Term.
10. No other provisions of the Agreement are affected in any fashion by this Amendment.

SIGNATURE PAGE FOLLOWS.



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IN WITNESS WHEREOF, the parties hereby execute this Amendment to said Agreement, as duly authorized by their respective entities:

FOR: Mobile Medic Ambulance Service, Inc. d/b/a American Medical Response

By: Christopher Cirillo, Regional General Manager

Acknowledgement of date on which the Board of Supervisors approved this Amendment, that date being

Notarization: I attest that a person who I know to be Christopher Cirillo, who I also know to be Regional General Manager for Mobile Medic Ambulance Service (d/b/a American Medical Response), did appear before me this date and sign this present document.

Signature of notary:

Printed name of notary:

Date of notarization:

My commission expires:

FOR: Madison County, Mississippi

By: Karl Banks, President, Madison County Board of Supervisors

Acknowledgement of date on which the Board of Supervisors approved this Amendment, that date being

Notarization: I attest that a person who I know to be Karl Banks, who I also know to be President of the Madison County, Mississippi, Board of Supervisors, did appear before me this date and sign this present document.

Signature of notary:

Printed name of notary:

Date of notarization:

My commission expires: