

THIRD AMENDMENT TO AGREEMENT FOR AMBULANCE SERVICES

This Third Amendment to Agreement for Ambulance Services (the “Third Amendment”), is hereby entered into and made effective as of the date of last signature (the “Effective Date”), by and between The County of Jackson, North Carolina (“Jackson County”) and DLP Harris Regional Hospital, LLC d/b/a Harris Regional Hospital (“Provider”).

WHEREAS, Jackson County and Provider entered into that certain Agreement for Ambulance Services regarding those certain ambulance services provided by Provider to Jackson County, effective as of September 1, 2016, as amended by the First Amendment, effective as of August 1, 2018 and the Second Amendment, effective as of April 1, 2019, which is listed in the MediTract contract database as #62110.42861 (collectively, the “Agreement”);

WHEREAS, the Income Guarantee Payment paid to Provider by Jackson County as set forth under Section 4.(b) of the Agreement was adjusted prospectively beginning July 2019, July 2020, July 2021 and July 2022 (collectively, “Subsidy Adjustments”) without an amendment to ensure that the fees charged remain consistent with fair market value as permitted by Section 4.(d);

WHEREAS, the parties desire to memorialize the Subsidy Adjustments via this Third Amendment; and

WHEREAS, the parties hereby ratify and affirm that this Third Amendment is not made to induce the value or volume of referrals made to Provider by Jackson County or any of its physician affiliates or other potential referral sources.

NOW THEREFORE, the Agreement is hereby amended as of the Effective Date of this Third Amendment as follows:

1. Amendments

- a. The parties hereby agree and acknowledge that the Subsidy Adjustments for 2019 through 2021 are as follows:

Effective Date	Monthly EMS Payments
Jul-19	\$115,476.58
Jul-20	\$117,786.17
Jul-21	\$120,141.92

- b. Effective as of July 2022, Section 4.(b) of the Agreement is hereby amended and restated in its entirety and shall hereafter be and read as follows:

“During the remaining Term of the Agreement, Jackson County hereby agrees to pay Provider the amounts set forth below for purposes of offsetting the expenses of providing the Ambulance Services described herein (“Income Guarantee Payment”), Such Income Guarantee Payment shall be due to Provider in equal monthly installments on or before the tenth (10th) of each month during the Term of this Agreement. The

Income Guarantee Payment shall be \$1,679,393.04 per year, payable in equal monthly installments of \$139,949.42. The Income Guarantee Payment may be adjusted each year as described below.”

2. No Other Changes

Except as specifically amended herein, all terms and conditions of the Agreement shall remain in full force and effect, except as otherwise amended in writing.

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized officers, have caused these presents to be executed in their names, all by Order of the Jackson County Board of Commissioners and by Order of the Board of Directors of DLP Harris Regional Hospital, LLC d/b/a Harris Regional Hospital.

THE COUNTY OF JACKSON

By: _____
Brian T. McMachan

Its: Chairman, Board of Commissioners

Date: _____

ATTEST:

Angela M. Winchester, Clerk to the Board of Commissioners

DLP HARRIS REGIONAL HOSPITAL, LLC

By: _____

Its: _____

Date: _____

This instrument has been pre-audited in the Manner required by the Local Government Budget and Fiscal Control Act.

This the _____ day of _____ 2022

Finance Officer
Jackson County, North Carolina