

## **FIRST AMENDMENT TO AGREEMENT FOR AMBULANCE SERVICES**

This First Amendment to Agreement for Ambulance Services by and between **THE COUNTY OF JACKSON, NORTH CAROLINA**, a body politic and one of the one hundred counties of the State of North Carolina, recognized by N.C.G.S. 153A-10, hereinafter referred to as (“Jackson County”) and **DLP HARRIS REGIONAL HOSPITAL, LLC**, a corporation duly organized and existing under the laws of the State of North Carolina, doing business as Harris Emergency Medical Services, and hereinafter referred to as (“Provider.”) is effective August 1, 2018 (“Effective Date”).

WHEREAS, Jackson County and Provider entered into that certain Agreement for Ambulance Services dated effective September 1, 2016 (“Agreement”); and

WHEREAS, Jackson County and Provider now desire to amend the terms of the Agreement as more particularly set forth below:

1. Section 1. (c) of the Agreement is hereby amended and restated in its entirety and shall hereafter be and read as follows:
  - c. Provider further agrees at all times to maintain at least three (3) twenty-four hour ambulances, one stationed in Sylva, one stationed in Cullowhee, and one stationed in Qualla, one (1) prime time ambulance from 9:00am until 9:00pm stationed as a second unit in Sylva, and one (1) “quick response” vehicle from 7:00am until 7:00pm, all in a ready state, as determined by Provider in accordance with any applicable laws, rules, and regulations, with sufficient staff to provide paramedic level of service. If these units are in service and on emergency or non-emergency calls, a back-up response vehicle, with full crew shall be put in a ready state, as determined by Provider in accordance with any applicable laws, rules, and regulations, to serve as a backup ambulance for Jackson County. This back-up response vehicle shall be capable of providing life support service to the patient(s) and provide a medical crew that can provide paramedical level service.
  
2. Section 4. (b) of the Agreement is hereby amended and restated in its entirety and shall hereafter be and read as follows:
  - b. 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 **\$1,358,548.00** per year, payable in equal monthly installments of **\$113,212.33**. The Income Guarantee Payment may be adjusted each year as described below.

3. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.
4. This Amendment embodies the entire agreement between Jackson County and Provider with respect to the amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.
5. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of the Amendment shall not, in any manner impair the Agreement, the purpose of this Amendment being simply to amend and ratify the Agreement, as hereby amended and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.
6. This Amendment shall be construed and government by the laws of the State of North Carolina.

[SIGNATURES ON FOLLOWING PAGE]

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 Emergency Medical Services, on the day and year first above written in duplicate originals.

**THE COUNTY OF JACKSON**

By: \_\_\_\_\_  
Brian T. McMahan

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 \_\_\_\_\_ 2018.

\_\_\_\_\_  
Finance Officer  
Jackson County, North Carolina