

Agreement No. 2023-10

SECOND AMENDMENT TO EMERGENCY MEDICAL SERVICES AGREEMENT

THIS SECOND AMENDMENT TO EMERGENCY MEDICAL SERVICES AGREEMENT ("Amendment") is entered into as of July 17, 2023 ("Effective Date") by and between Mission Care of Illinois, LLC dba American Medical Response ("AMR"), and Franklin County, Illinois ("Agency"). AMR and Agency are sometimes collectively referred to hereafter as the "Parties" and individually a "Party".

Preliminary Statement

- A. The parties wish to amend the Emergency Medical Services Agreement that was entered into on April 1, 2022 (the "Agreement");

- B. The parties wish to amend the Agreement on the terms and conditions set forth herein.

Agreement

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties incorporate the above recitals and agree as follows:

1. The parties delete the following paragraph within Exhibit A:

AMR must dedicate a minimum of the following: Three (3) Advanced Life Support (ALS) ambulances 24-hours per day, seven days per week dedicated to emergency 911 services and emergent interfacility transfers. AMR may staff additional ambulances above the required amount at their discretion and utilize those additional units within the 911 response system during times of increased demand providing they meet the requirements set forth by the agreement. AMR must maintain the capability to call back personnel and surge additional ambulance units into the 911 system during major emergencies and disasters.

and replace with the new paragraph as follows:

AMR must dedicate a minimum of the following: Three (3) Advanced Life Support (ALS) ambulances 24-hours per day, seven days per week. To the extent allowed by applicable law, AMR will prioritize Franklin County PSAP/ECC requests above private requests. AMR may utilize a maximum of one ambulance to service a call that does not originate in the 911 system. AMR will maintain at least two (2) ambulances available for calls originating from the 911 system. AMR may staff additional ambulances above the required amount at their discretion. AMR must maintain the capability to call back personnel and deploy additional ambulance units into the 911 system during major emergencies and disasters.

2. This Amendment shall be in effect for a 90-day initial period.

3. This Amendment clarifies a scrivener's error in Section 9 of Agreement that identified the termination without cause right as ninety days or one-hundred twenty days. To avoid doubt, either party may terminate the

Agreement without cause and at its sole discretion with one hundred twenty (120) days prior written notice to the other party.

4. All other terms of the Agreement remain unchanged.

By signing below, each party acknowledges that he/she has carefully read and fully understands this Amendment to the Agreement, and each agrees to be bound by the terms of this Amendment.

Franklin County, Illinois:

By: J. Larry Miller
Name: J. Larry Miller
Title: County Board Chairman
Date: 7/28/23

Mission Care of Illinois, LLC:

By: Thomas Maxin
Name: Thomas Maxin
Title: President, N2 Region
Date: 7/28/23

With a mandatory copy to:
Global Medical Response, Inc.
Attn: Law Department
6363 S. Fiddler's Green Circle, Ste 1400
Greenwood Village, CO 80111