

**THIRD AMENDMENT TO AMBULANCE SERVICE  
AGREEMENT BETWEEN GORDON COUNTY, GEORGIA AND  
ADVENTIST HEALTH SYSTEM GEORGIA, INC.**

This **THIRD AMENDMENT** entered into as of this 5<sup>th</sup> day of June, 2018, by and between Gordon County, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as the "County") and Adventist Health System Georgia, Inc. d/b/a Gordon Hospital, a Georgia nonprofit corporation (hereinafter referred to as the "Provider"), amends that certain Ambulance Services Agreement dated April 22, 2003 and effective July 1, 2003 (the "Agreement"), as amended by the First Amendment dated June 30, 2008 and effective July 1, 2008 ("First Amendment") and the Second Amendment dated January 3, 2012 and effective July 1, 2013 ("Second Amendment").

**WHEREAS**, the parties desire to extend their contractual relationship for ambulance services in consideration of the financial subsidy and fuel subsidy set forth below and the covenants contained herein.

**WITNESSETH:**

1. **Financial Subsidy.** The provisions of Section 3.3 of the Agreement (Exhibit 1) and page 2 of the Second Amendment (Exhibit 2) pertaining to the Financial subsidy shall be deleted in their entirety and the following inserted in their stead:

Commencing on July 1, 2018, Provider shall receive a monthly Financial Subsidy from the County in the amount of One Hundred and Seventeen Thousand Five Hundred dollars (\$117,500) annually paid in 12 installments with payment due on the *1st* working day of each month. Provider hereby agrees to provide ambulance services to the citizens of the County in accordance with the terms of the Agreement as modified by the First Amendment, the Second Amendment and this Third Amendment.

2. **Fuel Subsidy.** The County will continue to provide an annual fuel subsidy in the equivalent amount of Sixty-Five Thousand Dollars (\$65,000.00) of fuel for the Provider's ambulance vehicles at the County's fuel farm at no cost to Provider. In the event Provider requests fuel from the County in excess of this agreed upon Fuel Subsidy, then the County shall provide fuel to the Provider at the County's then current cost. If the Provider does not use the agreed upon annual Fuel Subsidy, the difference will be submitted to the Provider by the County within 60 days of the County Fiscal Close each year (e.g. if Provider only uses \$50,000 of the annual Fuel Subsidy in term July 1, 2018 - June 30, 2019, County will submit \$15,000 to Provider by August 31, 2018).

3. **License Fee.** Gordon County, as license holder, will pay the State of Georgia license fee which was last in the amount of \$14,000.

4. **County Budget.** The total obligation of the County budget for ambulance services for fiscal year 2018-2019 is One Hundred and Ninety Six Thousand and Five Hundred Dollars (\$196,500) which is the sum of the financial subsidy (\$117,500), license fee (\$14,000), and fuel subsidy (\$65,000).

5. **Term.** Section 1 of the Second Amendment (Exhibit 5), which amends Article IV ("Term") of the Agreement, shall be amended to provide that the parties agree to extend the Agreement, as amended, commencing July 1, 2018 and continuing through June 30, 2022 subject to the following mandatory state contract language: (1) This contract shall terminate absolutely and without further obligation on the part of the Board of Commissioners ("User Agency") at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year for which it may be renewed as provided in this Code

section;

(2) The contract may be renewed only by an affirmative vote of the Gordon County Board of commissioners no later than three months before the termination of the current contract term;

(3) The contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the user agency under the contract. The determination of the occurrence of such unavailability of funds shall be made by the user agency in its sole discretion and shall be conclusive;

(4) The contract states the total obligation of the user agency for the fiscal year of execution and further states the total obligation which will be incurred in each fiscal year renewal term, if renewed; and,

(5) To the extent applicable, title to any supplies, materials, or equipment shall remain in the Provider until fully paid for by the user agency. See, O.C.G.A. § 50-5-64.

**6. Quality Review Committee.** The County and Provider agree to establish and participate in an EMS Quality Review Committee (QRC) which is a committee established by the Gordon County Board of Commissioners and Provider. The QRC will meet at least quarterly and review EMS performance.

The duties of the QRC shall include, but, are not necessarily limited to: Review EMS performance including, but, not limited to availability of services and response times; make recommendations to the Board of Commissioners regarding the provision of EMS services; and, address or review public questions or comments with respect to any issues related to the provision of EMS services in Gordon County. The QRC will meet quarterly commencing with establishment and appointment by the Board of Commissioners.

The QRC shall consist of the County Fire Chief; Sheriff; EMA Director; E911 Director; City Police Chiefs; City of Calhoun Fire Chief; and Provider's EMS Director. The Board of Commissioners may appoint additional members in its discretion.

The Provider shall log all inquiries and complaints related to service and shall provide prompt follow up. Such responses will be subject to the limitations of patient confidentiality restrictions. The Provider shall maintain a list of all complaints and inquiries related to service for review by the QRC.

The QRC will be established by the Board of Commissioners by resolution after execution of this contract. The first actions of the QRC will be to elect a Chairperson, Vice-Chairperson and Secretary and establish protocols for its operation.

**7. Additional Ambulance Subsidy.**

Commencing with Gordon County Fiscal year 2019/2020 which begins on July 1, 2019 and in each odd year thereafter, Gordon County will reimburse the Provider up to \$100,000.00 (one hundred thousand dollars) for the actual purchase of an equipped ambulance for the provision of EMS services in Gordon County, Georgia. In order to receive this reimbursement, the Provider must submit a copy of an actual invoice for a purchased ambulance to the County and agree that the ambulance will be used for EMS services in Gordon County. In order to ensure funding is feasible and included in the county budget,

Gordon EMS will deliver written notice of its intent to purchase an ambulance at least 90 (ninety) days prior to July 1, 2019 and in each odd year thereafter during the pendency of this agreement.

**8. Entire Agreement.** The provisions of Section 11.10 of the Agreement (Exhibit 6) shall be deleted in their entirety and the following inserted in their stead:

The Agreement, as amended by the content of the First Amendment, the Second Amendment and the Third Amendment, constitutes the entire agreement of the parties and supersedes all prior agreements, and representations with respect to the subject matter hereof.

**IN WITNESS WHEREOF**, the undersigned in their official capacities and on behalf of their respective corporations or political subdivision have hereunto set their hands and seals the day and year first above written.

**ADVENTIST HEALTH SYSTEM GEORGIA,  
INC. D/B/A GORDON HOSPITAL**

By: \_\_\_\_\_  
Pete Weber, CEO

**ATTEST:**

\_\_\_\_\_  
Vice President (Corporate Seal)

**GORDON COUNTY, GEORGIA**

By: \_\_\_\_\_  
Becky Hood, Chair

**ATTEST:**

\_\_\_\_\_  
Clerk (Seal)