## SECOND AMENDMENT

This Amendment made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY, a political subdivision of the State of Florida, hereinafter referred to as "Authority," and EMS Management & Consultants, INC., Winston Salem, NC hereinafter referred to as "Contractor,"

## WITNESSETH:

WHEREAS, the Authority and the Contractor entered into an agreement on June 22, 2016, pursuant to Pinellas County Contract No. 156-0424-E(HF) (hereinafter "Agreement") pursuant to which the Contractor agreed to provide Ambulance billing & financial services for Authority; and

WHEREAS, Section 4 (a) of the Agreement permits modification by mutual written agreement of the parties; and

WHEREAS, the Authority and the Contractor now wish to modify the Agreement in order to provide for a three (3) month extension, at the same prices, terms, and conditions;

NOW THEREFORE, the parties agree that the Agreement is amended as follows:

- 1. The agreement is hereby extended pursuant to Section four (4) (a) effective beginning April 1, 2017 and continuing for three (3) months from that date unless terminated or cancelled as provided therein.
- 2. Section 2 of the First Amendment is amended to provide an increase from the previous cap for total compensation under the Agreement to Contractor of \$250,000.00 to a total amended cap for all compensation under the First Amendment pursuant to that paragraph of \$400,000.00. The \$5.50 fee per claim as described therein shall remain unchanged.
  - Except as changed or modified herein, all provisions and conditions of the original
     Agreement and any amendments thereto shall remain in full force and effect.

Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

IN WITNESS WHEREOF the parties herein have executed this Second Amendment as of the day and year first written above.

PINELLAS COUNTY, FLORIDA by and through its Board of County Commissioners	CONTRACTOR:EMS Management & Consultants, INC.
Chairman	Authorized Signature
ATTEST: KEN BURKE	OREG OARNES Printed Authorized Signature

Title Authorized Signature

Deputy Clerk

By:

APPROVED AS TO FORM

Office of the County Attorney