

**AMENDMENT NO. 1 TO AGREEMENT NO. 17-0741WB
FOR EMERGENCY MEDICAL SERVICE (EMS) BILLING**

This Amendment No. 1 to Agreement No. 17-0741WB (hereinafter Amendment) is made as of this 8th day of August, 2020 (hereinafter Effective Date) between Manatee County, a political subdivision of the State of Florida, with its principal place of business located at 1112 Manatee Avenue West, Bradenton, FL 34205 (hereinafter County) and Ambulance Medical Billing (AMB), Inc. a Kentucky corporation, whose address is 100 Fulton Court, Paducah, Kentucky 42001, (hereinafter Consultant).

WHEREAS, Section 2-26-46 of the County's Procurement Code permits the County to amend agreements after execution; and

WHEREAS, on August 8, 2017 the County entered into an Agreement with Consultant for emergency medical services (EMS) billing (Initial Agreement); and

WHEREAS, the County has determined a need to renew the Agreement for one (1) additional two (2) year renewal period; and

WHEREAS, Consultant agrees to continue to provide the emergency medical services (EMS) billing to the County in accordance with the terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1. Recitals

The above recitals are true and correct and are incorporated herein by reference.

2. Amendment

This Amendment No. 1 renews the Agreement for the period of August 8, 2018 through August 7, 2022.

3. Article 4. Contract Term:

Article 4. Contract Term is hereby amended as follows:

The term of this Agreement shall be for one (1) year from date of execution; however, by mutual consent, the Agreement may be extended for one (1) additional four (4) year term, not to exceed a total of five (5) years.

The Agreement shall remain in force until all deliverables have been met as set forth in Exhibit A. The COUNTY reserves the right to extend the term in the event

the COUNTY requires additional services as a result of a deliverable listed in Exhibit A.

4. Supplemental Terms and Conditions

The terms and conditions of the Agreement are hereby modified or supplemented as follows:

- a. *Dollar Amount; Term of the Agreement.* This Purchase Order Agreement shall be in full force and effect on the Effective Date for an aggregate contract total not-to-exceed amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00). The Agreement is hereby extended to August 7, 2022.
- b. *Amendment or Waiver.* No provision of this Agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and contains the signature of an authorized representative of the party against whom it is sought to be enforced. Either party's failure to enforce any of the provisions of this Agreement shall not be construed as a waiver of such provision or rights or affect the validity of this Agreement.
- c. *Public Records.* Pursuant to Florida Statutes § 119.0701, to the extent Company is performing services on behalf of the County, Company shall:

Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform this service.

Upon request from the County's custodian of public records, provide the custodian with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement and following completion of the Agreement if Company does not transfer the records to the public agency.

Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Company or keep and maintain public records required by the County to perform the service. If Company transfers all public records to the County upon completion of the Agreement, Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Company keeps and maintains public records upon

completion of the Agreement, Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

By email: Debbie.Scaccianoce@mymanatee.org

By phone: 941.742.5845

Mail or hand delivery:

Attn: Records Manager

1112 Manatee Avenue West

Bradenton, FL 34205

5. The Agreement

The Agreement and Amendment No. 1 represent the entire understanding between the Parties.

6. Terms and Conditions.

Except as otherwise stated herein, the terms and conditions of the Initial Agreement shall constitute the terms and conditions of this Agreement. A true and correct copy of the Initial Agreement is hereby incorporated by this reference.

