

State of North Carolina

Minutes

County of Madison

The Madison County Board of Commissioners met in emergency session on Tuesday, January 29, 2019 at 4:00 p.m. in Room 26 of the Madison County Administration Building, 5707 US 25/70, Marshall, North Carolina.

In attendance were Chairman Norris Gentry; Commissioners Matt Wechtel and Craig Goforth; County Manager Forrest Gilliam; Clerk Mandy Bradley. Late arrivals were Vice-Chairman Wayne Brigman and Commissioner Mark Snelson.

The meeting was called to order at 4:01 p.m. by Chairman Gentry.

EMS Contract Extension

County Manager Forrest Gilliam presented and discussed with the Board the Amendment, Assignment, and Assumption of Emergency Medical Services Agreement (Attachment 1.1).

Chairman Gentry made a motion to approve authorizing the County Manager to execute the Amendment, Assignment, and Assumption of Medical Services Agreement. The motion was seconded by Vice-Chairman Brigman and was unanimously approved by Chairman Gentry, Vice-Chairman Brigman, Commissioner Wechtel, and Commissioner Goforth. Commissioner Snelson recused himself from the vote.

Adjournment

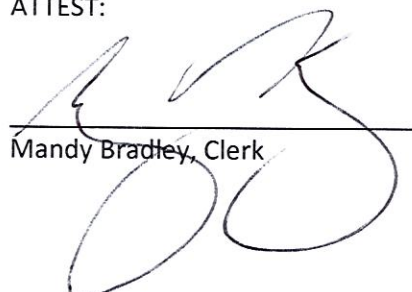
Chairman Gentry made a motion to adjourn the meeting at 4:08 p.m. The motion was seconded by Commissioner Wechtel and unanimously approved by the Board.

This the 29th day of January, 2019.

MADISON COUNTY


Norris Gentry, Chairman
Board of Commissioners

ATTEST:


Mandy Bradley, Clerk

**AMENDMENT, ASSIGNMENT, AND ASSUMPTION OF
EMERGENCY MEDICAL SERVICES AGREEMENT**
(Madison County)

THIS AMENDMENT, ASSIGNMENT, AND ASSUMPTION OF EMERGENCY MEDICAL SERVICES AGREEMENT (this "Agreement") is made and entered into as of the date upon which the last party executes this Agreement, by and among the County of Madison, North Carolina, a governmental body ("County"), Mission Hospital, Inc., a non-profit corporation organized under the laws of the State of North Carolina ("Assignor"), and MH Mission Hospital, LLLP, a limited liability limited partnership organized under the laws of the State of Delaware ("Assignee").

RECITALS

WHEREAS, County and Assignor entered that certain Emergency Medical Services Agreement, dated July 1, 2018 (the "EMS Agreement"), which is attached hereto as Exhibit A, under which Assignor, pursuant to NCGS 153A-250, provides all personnel, equipment, and services required to properly provide emergency medical services for persons living in and around County (the "EMS Services");

WHEREAS, pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement"), entered into by and among Assignor and other parties affiliated with Assignor (collectively, "Seller"), and Assignee, Seller has agreed to sell to Assignee certain assets of Seller used in connection with Seller's operation of the EMS Services;

WHEREAS, in connection with such sale, Assignor desires to assign the performance obligations set forth in the EMS Agreement to Assignee, and Assignee desires to assume the performance obligations set forth in the EMS agreement conditioned upon the provisions set forth below; and

WHEREAS, the parties desire to amend the EMS Agreement, subject to the terms and conditions set forth herein, so that Assignor, Assignee, and County are parties to the EMS Agreement.

NOW, THEREFORE, in consideration of the mutual promises made herein, the parties hereto agree to the following terms and conditions:

AGREEMENT

1. Amendment. The parties hereby agree that effective as of the Effective Time, the EMS Agreement is amended as set for in this Section.
 - a. Compensation for Services. Paragraph II entitled Compensation for Services, subparagraph A is deleted in its entirety and the following language is substituted therefore "the term of the EMS Agreement shall extend to June 30, 2020 and the monthly compensation through and until 30 June, 2019 shall be as set forth in paragraph II, subparagraph A of the EMS Agreement (Exhibit "A") and compensation, for the fiscal year commencing 1 July, 2019 and ending 30 June, 2020 shall be \$1,126,663.00, payable monthly as set forth in paragraph II, subparagraph 3 of the EMS Agreement."
 - b. Notices. As of the Effective Time, all notices to Assignee shall be addressed as follows:

If to Assignee: Mission Hospital
509 Biltmore Avenue
Asheville, North Carolina 28801
Attention: Director of Regional EMS

With copy to: HCA Healthcare, Inc.
One Park Plaza, Bldg. 1
Nashville, TN 37203
Attention: General Counsel
Facsimile: (615) 344-1531
Email: bob.waterman@hcahealthcare.com

2. Assignment. Assignor hereby irrevocably conveys, assigns, transfers, sets over, and delivers unto Assignee and its successors and assigns all of Assignor's rights, title, and interest in, to and under the EMS Agreement as of the Effective Time, free and clear of all Encumbrances other than Permitted Encumbrances. For the avoidance of doubt, the Excluded Contracts are not Assumed Contracts.

3. Assumption. By execution hereof, Assignee irrevocably accepts assignment of, agrees to and hereby assumes all of Assignor's duties and obligations under the EMS Agreement and hereby agree to pay, perform and discharge all of the Assumed Liabilities, as and when due.

4. County's Consent. County hereby irrevocably consents to the assignment and assumption of the EMS Agreement as set forth in Sections 2 and 3 hereof. County agrees that Assignee shall not be deemed to be in breach, violation, or default under the EMS Agreement as a result of any act, inaction, omission, failure to perform, breach, or default under the EMS Agreement by Assignor and that Assignee shall not be liable under the EMS Agreement for any acts or omissions occurring prior to the Effective Time. Except for Assumed Liabilities, Assignor shall continue to be liable for all acts and omissions of Assignor occurring prior to the Effective Time.

5. Ratification and Execution. Except as amended or otherwise modified by this Agreement, the EMS Agreement is not otherwise amended, and the EMS Agreement is hereby ratified and confirmed and remains in full force and effect, as amended and modified hereby. In the event of a conflict between the terms of this Agreement and the terms of the EMS Agreement, the terms of this Agreement shall control. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. The exchange by the parties of copies of this Agreement and executed signature pages hereto by facsimile or other electronic transmission shall constitute effective execution and delivery of this Agreement and may be used in lieu of the original thereof for all purposes.

6. Defined Terms. Each capitalized term that is not defined in this Agreement shall have the meaning set forth in the Purchase Agreement.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written below each party's signature.

ASSIGNOR:

Mission Hospital, Inc.

COUNTY:

County of Madison

By

Name

Title

Date

By

Name

Title

Date

ASSIGNEE:

MH Mission Hospital, LLLP

By

Name

Title

Date