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AMBULANCE SERVICE AGREEMENT FACE SHEET-NON-EXCLUSIVE PROVIDER

Facility Name: Vicksburg Healthcare, LLC

Facility's Mailing Address: 2100 Highway 61 N Vicksburg, MS 39183

Provider Name: Vicksburg City - Office of the City Clerk The Mayor and Aldermen of City of Vicksburg, MS

Provider's Mailing Address: 1401 Walnut Street Vicksburg, MS 39180

Start Date: The day that the Provider will start providing the Services is: 08/01/2026

Services Provided (please check all that apply, and as more fully specified in Exhibit 1 attached hereto and made a part hereof by reference):

- ☐ Wheelchair/Mobility Assistance Vehicle (ATS) Transport Service
- ☒ Basic Life Support (BLS) Ambulance Service
- ☒ Advanced Life Support (ALS) Ambulance Service
- ☒ Specialty Care Transport (SCT) Ambulance Service
- ☒ Dedicated Ambulance(s) stationed at Facility for Subspecialty Retrieval Transports (NICU, etc.)
- ☐ Dedicated Ambulance(s) stationed at Facility for Intra-campus transportation.

Term: The Provider will provide the Services for: 36 **Months** (not less than one year if the Provider is owned, in whole or in part, by a physician, a physician group, or physician's family member)

Provider's Compensation: Solely as set forth on Exhibit 2.

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AMBULANCE SERVICE AGREEMENT
STANDARD TERMS AND CONDITIONS

THIS AMBULANCE SERVICE AGREEMENT (this "Agreement") is entered into by and between Facility and Provider.

Facility desires to retain Provider to provide ambulance/medical transportation services (as set forth on the Face Sheet and in Exhibit 1 attached hereto and made a part hereof by reference) (the "Services") to certain of Facility's patients on a non-exclusive basis, and Provider, possessing the required experience, expertise, licensure, certification, and approvals, desires to provide the Service upon the terms and conditions stated herein. This Agreement is entered into for the purpose of defining the parties' respective rights and responsibilities.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth in this Agreement, the parties, intending to be legally bound, agree as follows:

Section I - Provider's General Obligations

1) **Provision of the Service and Other Duties**. Provider shall provide the Service as set forth on the attached Face Sheet, and, as applicable, as set forth in any Addenda attached hereto, each of which are hereby incorporated into this Agreement by this reference, with sufficient qualified, experienced, licensed and certified Provider's Representatives to ensure the timely availability of the Service twenty four (24) hours a day, seven (7) days a week.

   (a) As used in this Agreement, the terms "Provider," "Provider's Representative," and/or "Provider's Representatives" shall all (a) mean Provider and all of Provider's employees, shareholders, partners, sub Providers, and agents of Provider providing Services under this Agreement and (b) have the same meaning regardless of whether they are used individually or collectively in this Agreement.

   (b) It is agreed that continuous Service by Provider under this Agreement is a material obligation of Provider. No substitutes for Provider may provide Services pursuant to this Agreement without Facility's prior written consent. Notwithstanding the foregoing, Provider shall provide, at Provider's sole cost and expense, a substitute for Provider who is unable to provide Services required under this Agreement so as to ensure the uninterrupted availability of the Service.

   (c) Facility's CEO and Provider's Representative shall mutually agree to exclude of any of Provider's employees, Providers, owners, partners, directors, managers, agents or vehicles from performing services under this Agreement,

2) **Other Requirements**. In connection with this Agreement and Provider's performance of Services under this Agreement, at all times Provider shall:

   (a) Provide the Service as set forth on the Face Sheet of this Agreement, and in accordance with the standards set forth on Exhibit 1 attached hereto and made a part hereof.

   (b) create and complete in a timely manner, and maintain in the location specified by Facility, adequate, legible, and proper records in form and content consistent with Facility's policies and procedures. Records shall include, but are not limited to: administrative and business records related to the Service; Provider's personnel staffing schedules, complete and accurate time records in the event that Provider is required to provide Services that are measured in units of

time; and records requested by Facility in furtherance of its quality assurance and improvement, utilization review, risk management, and any other programs adopted by Facility to assess and improve quality and efficiency.

(c) comply with all applicable federal, state, and local laws and regulations, standards of care, and the requirements of relevant government/oversight agencies, including, but not limited to, all laws relating to the provision of the Service in the state where Facility is located ("State"), the prevailing standard of care in Facility's community, Facility's bylaws, policies, procedures, rules, and regulations, compliance plans, the standards of the Joint Commission (or, if applicable, the American Osteopathic Association ["AOA"]), the Medicare and Medicaid Conditions of Participation, and any amendments thereto, the laws and regulations of the State in which Facility is located, and all lawful directives issued by Facility's CEO.

(d) assist Facility in maintaining compliance with all professional and ethical requirements and standards established by applicable federal, state, and local licensing or accrediting agencies and bodies and professional associations, including assistance in achieving and maintaining accreditation, certification and/or licensure applicable, in whole or in part, to the Service.

(e) compensate each employee, independent Provider, or other entity or person performing Services under this Agreement, and each Provider's owner, member and/or shareholder in a manner that complies with the Federal Anti-Kickback Statute, an exception to the Stark laws, and an appropriate exception to any state statutes similar to either or both of the foregoing federal statutes, as applicable.

i. Compensation for physicians practicing in the community outside the scope of this Agreement: With respect to physicians who have private practices or any type of practice providing professional medical services in the Facility's community, or any affiliated Facilities' communities, for which Provider might contract with to provide services ("Community Physician(s)"), in addition to the representations and warranties set forth above with respect to compensation, each Community Physician shall be paid (i) a flat fee amount per shift that is consistent with Fair Market Value for the services provided, not taking into account the value or volume of any referrals made to Facility, Facility's affiliate(s), and/or Provider by the Community Physician(s).

(f) participate in all third-party payment or managed care programs in which Facility participates, provide services to patients covered by such programs, and accept payment amounts provided for under these programs as payment in full for Services of Provider. If requested by Facility, Provider agrees to discount its charges proportionately to any discounts given by Facility to any payer or any patient participation plan or otherwise specified by Facility as part of any customer service, service recovery or risk management effort.

(g) cause each Provider's Representative to submit to periodic, random (or suspicion-based) drug testing performed by Provider, and, further, in accordance with the policies and procedures as may be established by Facility.

(h) not discriminate on the basis of race, sex, sexual orientation, gender identity, religion, color, national or ethnic origin, age, disability, or military service. Provider expressly agrees to abide by any and all applicable federal and/or state statutes, rules and regulations including, but not limited to, Titles VI and VII of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, the Age Discrimination In Employment Act of 1967, the Equal Pay Act of 1963, the National Labor Relations Act, the Fair Labor Standards Act, the Rehabilitation Act of 1973, and the

Occupational Safety and Health Act of 1970, all as may be from time to time modified or amended.

(i) not perform marketing services with respect to the Service. Provider represents and warrants that Provider is not being compensated to provide such marketing services, and further, that no part of the compensation paid hereunder is in exchange for the referral or arrangement for referral of any patient to Facility.

(j) not act (nor permit any omission) in a manner which would be disruptive to Facility, or which would jeopardize the health or safety of any patient or other person. Provider shall not engage in any verbal or physical conduct that adversely affects patient care, or any disruptive behavior that interferes with any person's ability to work in Facility or with any person providing medical, administrative, maintenance, or other services of any kind to, for, or on behalf of Facility, whether such person is an employee, a Provider, or a volunteer.

(k) maintain appropriate backup provider agreements with licensed and certified ambulance providers as necessary in the performance of this Agreement to meet the needs of Facility and Facility's patients. It is the sole responsibility of Provider to coordinate and reimburse backup ambulance providers for services provided. Provider Company shall provide Facility with Provider's list of backup ambulance providers at all times.

(l) Patient Possessions/Valuables. Provider shall document the receipt of patient possessions and/or valuables conveyed with each patient, shall assume custody for such upon receipt, and shall deliver such to a responsible party at the receiving facility;

(m) satisfy such other requirements as are established from time to time by Facility. Facility will timely provide the Provider with notice of any updated requirements so that the Provider can have an opportunity to make needed adjustments to accommodate them. The Provider will immediately notify the Facility if unable to satisfy the updated requirements.

3) **Removal of Provider Personnel**. Provider shall immediately remove from Service under this Agreement any Provider's Representative who:

(a) is arrested, indicted, charged with or convicted of a crime other than a minor traffic violation (or is charged with multiple/sequential traffic violations, which shall constitute grounds for removal),

(b) has a guardian or trustee of its person or estate appointed by a court of competent jurisdiction,

(c) becomes disabled so as to be unable to perform the duties required by this Agreement,

(d) fails to maintain (or be covered by) either professional or general liability insurance, or both, required by this Agreement,

(e) shall have its license(s) and/or privileges required to perform the Service, or otherwise required by this Agreement suspended, revoked, non-renewed, or otherwise limited,

(f) is suspended, excluded, or debarred from participation in any Federal government payor program,

(g) engages in any conduct that, in Facility's judgment, would adversely affect Facility's reputation, standing in the community, or the care provided to Facility's patients, or

(h) fails to comply with any of the terms and conditions of this Agreement after being given notice of that failure and a reasonable opportunity to comply.

In addition to removing any such individual, Provider shall obtain, at its cost and expense, a substitute for the removed individual or otherwise demonstrate its capabilities for continued coverage and Service required by this Agreement. A breach of this provision shall be a material breach of this Agreement.

4) **Client Notification.** Provider shall keep Facility informed of its policies, procedures and activities relevant to Provider obligations under this Agreement, and shall, at the request of Facility, meet with representatives of Facility on a regular basis to review procedures, policies and quality of services.

5) **Availability of Records.** Provider shall make any and all records related to this Agreement available for inspection and or audit upon request by Facility.

6) **Equipment Records.** Provider shall document the receipt of any Facility-owned equipment necessary for the convenient transfer of patients, assume custody for such during the transfer and return such to the appropriate Facility department as soon as practicable after the transfer.

7) **Provider's Other Activities**. Provider shall notify Facility of any other arrangements or activities Provider is or will engage in that may present a conflict of interest, or may materially interfere with Provider's performance of its duties and responsibilities under this Agreement, or which may cause a violation of the policies established from time to time by Facility, and Facility and Provider shall attempt, in good faith, an informal resolution of such actual or potential conflict or interference, in a matter satisfactory to Facility. In the event Provider pursues conduct that does, in fact, in Facility's determination, constitute a conflict of interest or materially interferes with (or is reasonably anticipated by Facility to interfere with) Provider's performance under this Agreement, as determined by Facility, such conduct shall be a material breach of this Agreement.

8) **Insurance Coverage for Provider and any Provider's Representatives**. At all times, Provider shall keep and maintain policies of comprehensive general, professional and automobile liability insurance providing coverage for bodily injury, personal injury and contractual liability (including contractual liability for any liability assumed in this Agreement), for itself and each individual providing Services on behalf of Provider with such insurance companies, issued upon such forms, and containing such limitations as reasonably acceptable to Facility. Provider's insurer(s) shall be rated A- (or better) by A.M. Best. Such policies must be maintained with a minimum of $500,000 per occurrence for professional liability, $ 500,000 per occurrence for general liability and $ 500,000 per occurrence for automobile liability. Automobile liability coverage may be a combination of primary and umbrella insurance. Provider shall also maintain Worker's compensation insurance and Employers' liability insurance at minimum levels of $500,000 per occurrence or claim made or at higher limits as may be required under the law of the state in which Provider's services are provided. If any policies are maintained on a claims-made basis, such insurance shall continue throughout the term of this Agreement; and upon the termination or expiration of this Agreement, or the expiration or cancellation of the insurance, Provider shall purchase, or arrange for the purchase of, either (i) an extended reporting endorsement ("Tail Coverage") for the maximum period that may be purchased from its insurer (ii) "Prior Acts" coverage from the new insurer with a retroactive date on or prior to the date Provider (or Provider's Representative, as the case may be) began performing Services at Facility, or (iii) maintain continuous coverage with the same carrier for the period of the statute of limitations for personal injury. All such insurance shall be kept and maintained without cost or expense to Facility. In the event Provider does not purchase the required coverage, Facility, in

addition to any other rights it may have under the terms of this Agreement or under law, shall be entitled, but not obligated, to purchase such coverage. Facility shall be entitled to immediate reimbursement from Provider for the cost thereof. Facility may enforce its right of reimbursement through set-off against any sums otherwise payable to Provider or any Provider's Representative who failed to maintain the required coverage. Provider shall provide Facility with a certificate or certificates of insurance certifying the existence of all coverage required hereunder. Provider shall request its or their insurance carriers to provide Facility with not less than thirty (30) days prior written notice in the event of a change in the liability policies of Provider. Provider shall name Facility as an additional insured on Provider's policies.

9) **Record Availability**. As and to the extent required by law, upon the written request of the Secretary of Health and Human Services, the Comptroller General, or any of their duly authorized representatives, Provider shall make available those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available for up to four (4) years after the rendering of such Services. If Provider carries out any of the duties of this Agreement through a subcontract with a value of Ten Thousand and no/100 dollars ($10,000) or more over a twelve (12) month period with a related individual or organization, Provider agrees to include this requirement in any such subcontract. Provider will be solely responsible for and will indemnify Facility for all Facility costs, losses, or failure to receive payments or reimbursements from the United States Government that result from Provider's failure to include such a clause in its subcontract with a related organization. This section is included pursuant to and is governed by the requirements of 42 U.S.C. §1395x (v) (1) (I) and C.F.R. Title 42, Chapter IV, Subchapter B, Part 420, Subpart D, and the regulations as may be amended from time to time thereto. In the event that this Section does not comply with such provisions, this Section will be automatically reformed to so comply and such reformation will be documented in writing and signed by both parties. No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by Facility, Provider, or any Provider's Representative by virtue of this Agreement.

10) **No Sanction**. Neither Provider, nor any of Provider's owners, partners, members, shareholders, directors, employees, Providers, agents or any of its personnel providing services under this Agreement (i) are currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. § 1320a-7b(f) (the "Federal health care programs"), (ii) have been convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs or Federal contracting, and/or (iii) are under investigation or otherwise aware of any circumstances which may result in Provider, any such person, or any of its personnel providing Services under this Agreement being excluded from participation in the Federal health care programs or debarred from Federal contracting. This is an ongoing warranty and representation, and Provider must immediately notify Facility of change hereto. A breach of this provision shall be a material breach of this Agreement.

11) **No Referrals Required/Regulatory Compliance**. The parties expressly agree that nothing contained in this Agreement shall require Provider to refer or admit any patients to or order any goods or services from Facility. Notwithstanding any unanticipated effect of any provision of this Agreement, neither party will knowingly or intentionally conduct itself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 U.S.C. §1320a-7b).

12) **Indemnification.** Provider shall protect, indemnify, and hold harmless Facility and its officers, directors, employees, affiliates, agents, parent, subsidiaries and affiliates, from and defend against

any and all claims, demands, actions, settlements, costs, damages, judgments, liability, and expense of any kind (including settlements, judgments, court costs, and attorneys' fees and expenses actually and reasonably incurred, regardless of the outcome of such claim or action) arising out of, based on, resulting from, or in any way related to injuries or damages to persons or property in connection with the provision of Services by Provider hereunder, and including but not limited to, any loss, injury, or damage incurred by Facility as a result of any lapse, suspension, or revocation of the license(s) or certification of Provider or any of Provider's Representatives during the performance of Services pursuant to this Agreement. Facility specifically reserves any common law right of indemnity and/or contribution which it may have against Provider.

Section II – Duties of Facility

1) **Compensation.** At all times that this Agreement is in effect, and provided that there are no breaches hereof, Facility shall pay to Provider the Compensation set forth in Exhibit 2 attached hereto and made a part hereof by reference, in accordance with the terms set forth herein.

2) **Insurance Coverage for Facility**. During the Term of this Agreement, Facility shall keep and maintain professional and general liability coverage for the acts and omissions of Facility, its officers, directors, employees, and agents (excluding Provider, should Provider be deemed to be an agent notwithstanding the contrary intent of the parties). All such insurance shall be issued upon such forms and in such amounts that are customary in Facility's industry.

Section III – Term of Agreement

1) **Term of Agreement**. This Agreement shall begin on the Start Date as set forth on the Face Sheet and shall continue until the end of the Term, and shall not automatically renew. Notwithstanding any contrary provision contained herein, if this Agreement is terminated by either party for any reason during the initial twelve (12) months of the Term, the parties shall not enter into another agreement for the same or substantially similar services for at least one (1) year from the Start Date, if the Provider is a physician, physician group, or the Service involves the provision of Physician or Mid-Level provider services.

2) **Termination**.

   (a) **Termination without Cause.** Notwithstanding anything contained herein to the contrary, either party may terminate this Agreement without cause upon thirty (30) days' prior written notice to the other party, such notice stating the intended date of termination.

   (b) **Termination for Cause**. Subject to the requirements of this Section, Facility may terminate this Agreement at any time, upon seven (7) days notice, in the event that Provider engages in an act or omission constituting a material breach of any term or condition of this Agreement. Provider may also terminate this Agreement at any time, upon seven (7) days notice, in the event that the Facility engages in an act or omission constituting a material breach of any term or condition of this Agreement.

   (c) **Immediate Termination.** Notwithstanding anything contained herein to the contrary, Facility may terminate this Agreement immediately upon any of the following events:

      i. Provider's failure to obtain Facility's prior consent to substitution of personnel;

ii. Provider's failure to exclude any Provider's Representative as required by Facility or by the terms of this Agreement,

iii. Upon Provider's loss of certification as a Medicare Provider or the exclusion of Provider from participation in Federal Healthcare programs or debarment from Federal Contracting;

iv. Upon the sale of all or materially all of Facility's assets, the sale of Facility, or the closure of Facility;

v. If Provider is an individual or sole practitioner, upon the death or permanent disability of Provider;

vi. Upon Provider's general assignment for the benefit of creditors, Provider's petition for relief in bankruptcy, or under similar laws for the protection of debtors, or upon the initiation of such proceedings against Provider; or

vii. As specified elsewhere in this Agreement.

(d) **Termination or Amendment for Law Changes**. Facility shall have the right to terminate or unilaterally amend this Agreement subject to the written approval of the Provider, without liability, to comply with any legal order issued, or proposed to be issued, by a federal or state agency or to comply with any provision of law or requirement of accreditation, participation, or licensure which: (i) invalidates or is inconsistent with the provisions of this Agreement; or (ii) in the opinion of Facility's legal counsel would cause a party hereto to be in violation of the law.

(e) **Effect of Termination**. Upon the termination or non-renewal of this Agreement for any reason or for no reason, neither party shall have further rights against, or obligations to, the other party except with respect to any rights or obligations accruing prior to the date and time of termination and any obligations, promises, or agreements that expressly extend beyond the termination or which by their nature extend beyond the termination, including, but not limited to, those set out in the sections that pertain to Non-Solicitation, Insurance Coverage, Indemnification, and Confidentiality.

Section IV – Confidentiality and Restrictive Covenants

1) **Confidential and Proprietary Information**. As used in this Agreement, (i) the term "Confidential Information" means any and all information (in whatever form, whether written, oral, electronic, or otherwise) of Facility relating to Facility or Facility's medical practice or business including, without limitation, the name and address of any patient or Facility, patient records, medical records, charts, files, books, records, fee schedules, methods of operation, business plans, strategies, strategic plans, software databases, existing or contemplated managed care or other payor contracts or the terms thereof of other relationships with payors, financial information, trade secrets, employee matters and any other information of any kind of Facility relating to Facility or Facility's medical practice or business, and (ii) the term "Proprietary Information" means any and all trademarks, trade names, services marks, and copyrighted or patented materials (including, without limitation, Facility's names and/or logos associated therewith) acquired by Facility or used in the medical practice or business of Facility. Provider agrees: (1) that the Confidential Information and Proprietary Information are vital to the business and financial success of Facility and that unauthorized disclosure or use of same would seriously and adversely affect the medical practice and business of Facility; (2) that all Confidential Information and all Proprietary Information are and shall remain the sole

property of Facility and that Provider does not and shall not have any ownership interest therein; (3) that all of the Confidential Information is confidential to, and trade secrets of, Facility; (4) to maintain the confidentiality of all Confidential Information and not to disclose, divulge, communicate, or otherwise use any Confidential Information or any Proprietary Information except solely as necessary for the performance of Provider's duties under and in accordance with the terms of this Agreement or as otherwise expressly consented to in writing by Facility; and (5) that if a dispute or controversy arising from or relating to this Agreement is submitted for adjudication to any court or other third party, the preservation of the secrecy of Confidential Information or Proprietary Information may be jeopardized and, accordingly, all pleadings, documents, testimony, and records relating to any such adjudication will be maintained in secrecy and will be available for inspection by Facility, Provider, and their respective counsel and experts, who will agree, in advance and in writing, to receive and maintain all such information in secrecy, except as may be limited by them in writing.

2) **HIPAA Compliance**. Provider agrees not to use or disclose any protected health information or individually identifiable health information (as defined in 45 CFR Part 164) (collectively, the "Protected Health Information") concerning any patient of Facility other than as expressly permitted by this Agreement and the requirements of the federal privacy regulations and security standards as contained in 45 CFR Part 164. Provider further agrees to comply with all policies, procedures, and directives of Facility regarding the use and disclosure of Protected Health Information.

3) **No Solicitation**. Provider shall not, directly or indirectly, during any portion of the Term , or for one (1) year immediately after the end of the Term : (i) call on or solicit, or attempt to call on or solicit, any of Facility's past, present, or prospective (as of the date of the expiration or any termination of this Agreement) patients in any manner which is competitive with Facility's business as conducted as of the expiration or any termination of this Agreement; or (ii) solicit, employ, or otherwise engage as an employee, independent Provider, or otherwise, any person who is or was an employee or independent Provider of Facility at any time during the Term or in any manner induce or attempt to induce any such employee or independent Provider of Facility to terminate his or her employment or engagement as such with Facility.

4) **Reformation.** If a court determines that any provision of this Section is unreasonably broad, such provision shall not be declared invalid but rather shall be modified by such court to the extent necessary to cause it to be reasonable and lawful.

5) **Remedies**. Provider acknowledges and agrees that a breach or violation of any covenant contained in this Agreement will have an irreparable, material, and adverse effect upon Facility and that damages arising from any such breach or violation may be difficult to ascertain. Without limiting any other remedy at law or in equity available to Facility, in the event of any breach of any covenant contained in this Agreement, Facility shall have the right to an immediate injunction enjoining Provider's breach or violation of such covenant or covenants, without the need to post any security or bond. Facility shall have the right to receive from Provider's attorneys' fees, costs, and expenses in the event any litigation or judicial proceeding is necessary to enforce any provision of this Section. Every right and remedy of Facility in respect of this Section shall be cumulative and Facility, in its sole discretion, may exercise any and all rights or remedies stated in this Agreement or otherwise available at law or in equity. Provider likewise shall have the right to receive from the Facility's attorney's fees, costs, and expenses in the event any litigation or judicial proceeding is necessary to enforce any provision of this Section. Every right and remedy of the Provider in respect of this Section shall be cumulative and the Provider, in its sole discretion, may exercise any and all rights or remedies stated in this Agreement or otherwise available at law or in equity.

Section V – Miscellaneous Provisions

1) **Governing Law, Venue, and Waiver of Jury Trial**. This Agreement will be governed by, interpreted, and enforced in accordance with the laws of the State in which Facility is located, without giving effect to the conflict of laws rules that would apply the substantive law of another jurisdiction. Venue for any action concerning this Agreement shall be in the county in which Facility is located. In the event that such action is brought in or removed to a federal court and no federal court of competent jurisdiction is located within such county, venue for such action shall lie in the nearest county in which a federal court of competent jurisdiction is located. .

2) **Review Required/Entire Agreement/Counterparts**. Neither this Agreement, nor any amendment hereto shall be of force or effect unless having been first reviewed and approved by a Division President of CHSPSC, LLC, Facility's Management Company, and by Facility's In-House Legal Counsel and Provider's In-House Legal Counsel. This Agreement, including the Face Sheet attached hereto and incorporated herein by reference, contains the entire agreement of the parties and supersedes any and all prior agreements between the parties, written or oral, relating to the subject matter hereof. This Agreement may not be changed or terminated orally, but may only be changed by an agreement in writing signed by the party or parties against whom enforcement of any waiver, change, modification, extension, discharge, or termination is sought. Any change, amendment, or modification to this Agreement must be both executed by the Chief Executive Officer of Facility or such officer's designee and the Provider's Authorized Representative and be reviewed and approved by a Division President of CHSPSC, LLC, Facility's Management Company, and by Facility's In-House Legal Counsel and the Provider's In-House Legal Counsel for such amendment or modification to be binding on both parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument

3) **Notices**. Any notice required or desired to be given in respect to this Agreement shall be deemed to be given upon the earlier of (i) actual delivery to the intended recipient or its agent, or (ii) upon the third business day following deposit in the United States mail, postage prepaid, certified mail, return receipt requested, or national courier service (e.g. Federal Express, United Parcel Service, etc.). Any such notice shall be delivered to the respective addresses set out below, or to such other address as a party shall specify in the manner required by this Section. The respective addresses are:

If to Facility:	As indicated on the Face Sheet
With Copy to:	Legal Department 4000 Meridian Boulevard Franklin, Tennessee 37067 Attn: General Counsel
If to Provider:	As indicated on the Face Sheet

4) **Assignment**. Provider shall not assign this Agreement or any portion hereof and shall not delegate any duties under this Agreement, without the prior written consent of Facility, which consent maybe withheld for any reason, or for no reason. Facility may assign all or any portion of this Agreement to an affiliate of Facility or other assignee by providing written notice to Provider, which assignment shall forever release Facility as to any future obligations hereunder.

5) **Binding Effect; No Third Party Rights**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and permitted assigns, and nothing in this Agreement, whether express or implied, is intended to confer any right or remedy on any other person or entity.

6) **Waiver**. No waiver of any failure by a party to comply with or perform any provision, covenant, or condition of this Agreement shall be valid unless such waiver is in writing and signed by the other party, nor shall any such waiver be deemed to be a waiver of any preceding of succeeding breach of the same or any other provision, covenant, or condition.

7) **Construction**. The headings set forth in this Agreement are for convenience only and shall have no bearing whatsoever on the interpretation of this Agreement.

8) **Severability**. In case any one or more of the terms or provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement, and this Agreement shall be construed so as to be enforceable to the maximum extent permissible by law.

9) **Compliance with Laws**. The parties enter into this Agreement with the intent of conducting their relationship in full compliance with all applicable federal, state, and local laws, including, without limitation, the federal Stark Law and regulations, the federal Medicare/Medicare anti-fraud and abuse statutes and regulations, the Health Insurance Portability and Accountability Act of 1996 ('HIPAA"), and the Health Information Technology for Economic and Clinical Health Act ("HITECH"). Notwithstanding any unanticipated effect of any of the provisions of this Agreement, neither party shall intentionally conduct itself under the terms and conditions of this Agreement in a manner that constitutes a violation of any law or regulation or in a manner that would jeopardize either party's participation in any federal or state health care program, including without limitation, Medicare or Medicaid. In the event any state or federal law or regulation, now existing or enacted or promulgated after the Start Date, is interpreted by judicial decision, a regulatory agency, or legal counsel of Facility, in such a manner as to indicate that the structure of this Agreement is in violation of any such law or regulation Facility and Provider shall amend this Agreement as necessary to comply with such law or regulation. The parties warrant and represent that the compensation paid to Provider hereunder is consistent with Fair Market Value for the services provided by Provider and has been determined without taking into account any referrals for business made by one party to another in the past, or in respect of any such anticipated referrals.

10) **Publicity**. Facility prohibits the use of Facility, Facility's parent company, subsidiaries, or affiliated hospitals name, trademark, trade name, symbol, or any abbreviation or contraction thereof in any advertisement, press statement or release, website, published customer list, or any publication or dissemination similar to the foregoing without receiving the express written permission from a Division President of CHSPSC, LLC, Facility's Management Company, and Facility's Legal Counsel. Any request for permission should include the complete text of the publication, statement, or document in which the usage will appear and will be subject to denial or edit in Facility's sole discretion.

11) **Material Change in Payment or Cost**. In the event (a) Medicare, Medicaid, any third party payor or any federal, state or local legislative or regulatory authority adopts any law, rule, regulation, policy, procedure, or interpretation thereof which establishes a material change in the method or amount of reimbursement or payment for Services under this Agreement, or if (b) any or all of such payors/authorities impose requirements which require a material change in the manner of either Party's operations under this Agreement and/or the costs related thereto, then, upon the request of Facility, Provider shall agree to make such amendments or modifications as may be appropriate in order to accommodate the new requirements and change of circumstances while preserving the original intent of this Agreement to the greatest extent possible.

12) **Relationship of the Parties**. At all times, Provider is an independent Provider, and not a partner, agent of, or joint venture with Facility, and Provider will not act nor hold Provider out to third parties

as Facility's partner, employee, agent or joint venturer. Notwithstanding anything herein to the contrary, Facility will not have or exercise control over the manner in which Provider practices medicine or provides clinical services to patients and shall not otherwise control or direct the clinical judgment of Provider. The compensation set forth herein shall not be subject to reduction by any withholding for federal, state, or local taxes, Social Security, or similar deductions, it being understood that Provider, including its employees, agents, and sub Providers, if any, is an independent Provider and is responsible for withholding and/or payment of such amounts. . In addition, Provider will have no claim under this Agreement, or otherwise, against Facility or Facility's affiliates for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind.

13) **Master Contract List.** This contract is identified on a master list of contracts maintained on an electronic database.

14) **LEGAL REVIEW / NEGOTIATED INSTRUMENT. PROVIDER EXPRESSLY ACKNOWLEDGES THAT PROVIDER HAS BEEN ADVISED, AND HAS BEEN GIVEN THE OPPORTUNITY TO REVIEW THIS AGREEMENT WITH PROVIDER'S OWN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT, AND PROVIDER HAS READ, UNDERSTOOD, AND AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT. THIS IS A NEGOTIATED INSTRUMENT AND SHALL NOT BE STRICTLY CONSTRUED AGAINST A PARTY AS A RESULT OF A PARTY HAVING DRAFTED THIS FORM.**

15) **Focus Arrangement Compliance Language**. The parties to this Agreement certify they shall not violate the Anti-Kickback Statute and/or the Stark Law with respect to the performance of this Agreement.

Each party to this Agreement is subject to and required to abide by its Code of Conduct and other compliance policies including Stark and Anti-Kickback Statute policies. A copy of relevant policies may be made available to the other upon request.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective on the Start Date.

PROVIDER	**FACILITY** Vicksburg Healthcare, LLC
By: _____	By: _____
Name: Willis Thompson	Name: _____
Title: Mayor	Title: _____
Date: August 3, 2026	Date: _____

Exhibit 1
DESCRIPTION OF THE SERVICE

Provider agrees to provide ambulance (and, if set forth below, non-ambulance medical) transportation for the patients of Facility to and from the Facility as requested by Facility, twenty-four hours a day, seven days a week. Patients requiring ambulance transportation shall be transported by an appropriate mode and method of transport in accordance with the laws and regulations of the State in which the Facility is located, and in accordance with all applicable Federal laws and regulations.

1. Service Descriptions.

Provider shall provide the following Services (Check all that apply; if no boxes are checked, Provider shall be deemed to have agreed to provide all levels of service set forth below, as needed by Facility and Facility's patients):

☐ **Alternative Transport Services (ATS)**. Patients requiring wheelchair transport will be provided with ATS services in accordance with the rules set by the State and the Medicaid program.

☒ **Basic Life Support (BLS)**. BLS transportation will be provided to non-ambulatory patients when the patient's condition does not require monitoring and/or treatment by advanced life support personnel during the transport. BLS units will be staffed according to the rules set forth by the State, and by the Medicare/Medicaid programs.

☒ **Advanced Life Support (ALS)**. ALS transportation will be provided to non-ambulatory patients when the patient's condition requires medically necessary monitoring and/or treatment by advanced life support personnel (including, but not limited to EMT-Paramedics, Registered Nurses, Respiratory Therapists, etc.) during the transport. ALS units will be staffed according to the rules set forth by the State, and by the Medicare/Medicaid programs.

☒ **Specialty Care Transport (SCT)**. SCT transportation will be provided when medically necessary for a critically injured or ill patient who requires advanced life support services during the transport that are beyond the scope of the EMT-Paramedic. SCT is necessary when a patient's condition requires ongoing care that must be provided by one or more health professionals in an appropriate specialty area (for example, nursing, emergency medicine, respiratory care, cardiovascular care, or a paramedic with additional training). SCT units will be staffed according to the rules set forth by the State, and by the Medicare/Medicaid programs.

☒ Dedicated Ambulance(s) stationed at Facility for Intracampus transportation:
Details:_____
_____
_____

☐ Dedicated Ambulance(s) stationed at Facility for Subspecialty Retrieval Transports (NICU, etc.).
Details:_____
_____
_____

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2. General Services to be Provided by Provider:

2.1. Ambulance treatment and transportation services (at the levels set forth above), emergency and routine, twenty-four hours a day, 365 days per year.

2.2. A central dispatch telephone number will be provided to Facility.

2.3 A crew consisting of a minimum of two persons shall staff each ambulance. Each crewmember shall have a current certificate of completion certifying the requisite level of training from the appropriate state agency at the time services are provided.

2.4. When transporting a patient by ambulance, one crew member shall accompany the patient in the patient compartment of the ambulance at all times.

2.5. All vehicles shall be properly and currently licensed by the State motor vehicle agency and the State agency(ies) that oversees the provision of Emergency Medical Services, and shall be equipped with appropriate safety and/or lift devices.

2.6. Each vehicle (ambulance or ATS) shall be equipped with two-way radio communication to the Provider's communications and dispatch center and to Facility's current medical director for complete medical control (if Facility's medical director provides medical control for Provider's Ambulance Crews).

2.7 Provider agrees to assist Facility in the triage of Facility's requests for Service and for the appropriate level of care, to ensure medical standards are appropriate in accordance with State and Medicare requirements. Provider agrees to triage Facility patients to capture inappropriate use of ambulance transfers and advise of situations where patient care and safety may be compromised to help ensure cost effectiveness and financial management of transportation, in accordance with Fraud and Abuse regulations.

2.8 Provider shall respond to emergency calls as soon as possible, and all non-emergency calls in a reasonable amount of time, but in no case shall response times exceed those specified below.

2.8.1 Pre-scheduled Non-Emergent Transport: Non-emergent ambulance transportation scheduled 24 or more hours in advance: Provider will arrive within 30 minutes of the pre-scheduled pick up time.

2.8.2 Non-scheduled Non-Emergent Transport: Non-emergent ambulance transportation requests that are not scheduled more than 24 hours in advance: Provider will arrive within 90 minutes of the requested pick up time.

2.8.3 Emergent Transport: Request for emergent transports shall be responded to expeditiously as possible to the designated location; Provider shall respond to 90% or more emergency transport requests in thirty (30) minutes or less. In the event Provider cannot respond in a timely manner, the Facility may call another available provider.

2.8.4 Pre-scheduled ATS: Ambulatory or wheelchair van transportation scheduled 24 or more hours in advance will arrive within 30 minutes of pre-arranged pick up time.

2.8.5 Non-Scheduled ATS: Ambulatory or wheelchair van transportation scheduled or requested with less than 24 hours in advance will arrive within 90 minutes of the service request.

2.9 Upon request, Provider shall provide patient transportation assessments on any or all patients and newly admitted patients in the Facility.

2.10 Upon request, Provider shall provide patient transportation assessment for all patients requiring long-term transportation needs and will assist in the determination of the medical necessity of ambulance transportation for these patients.

2.11 Disaster Services: In the event of a major disaster requiring the evacuation of the Facility, Provider shall provide all possible resources to Facility for support services and transportation of patients.

2.12 Invoices: For any services for which Facility is responsible for payment pursuant to Exhibit 2, Provider shall bill the Facility for ambulance transportation services in the amounts set out in Exhibit 2, and no other fees or payments will be required under this Agreement, nor shall Provider seek payment for services rendered hereunder from any third party payors, including Medicare and Medicaid. Provider shall invoice Facility on a monthly basis, each invoice reflecting the total amount due for the previous month's service. Invoices will also delineate the type of service provided; points of pick up and drop off locations; date and time service was requested, pick up time; distance of transport, additional charges, if any; copies of patient care reports; and Facility's authorization or reference number, if applicable, for each transport. Facility's payment of the invoices shall be due within thirty (30) days of the Facility's receipt and verification of each invoice.

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EXHIBIT 2
BILLING AND COMPENSATION

A. **Billing by Provider and Facility's Liability for Services-** Provider shall bill each patient (and/or the patient's payer or responsible party) for all services provided to patients, and the amounts collected from such patients/payers (including charges that are allowable, but are the patient's partial or sole responsibility due to co-pay and/or deductibles) shall be Provider's sole compensation for the services provided pursuant to this Agreement. Facility shall be liable for the cost of services provided to Facility's patients, when expressly requested by Facility, and when not paid by a payer or the patient/responsible party, but only as follows:

1) Where the patient is a Medicare beneficiary who is also a Facility inpatient at the time that the service is provided, and payment for the services provided is the responsibility of the Facility under the applicable Medicare DRG payment rules. For such patients, Facility shall pay Provider Ninety (90%) of Provider's Medicare allowable charge for base rate and loaded mileage, for the following services, transport mode as specified by the on-duty Emergency Physician (or other ordering Physician or authorized Facility representative) at the Facility:

   A. A0425 (loaded mileage, per mile)
   B. A0426 (Advanced Life Support, non-emergency, load fee)
   C. A0427 (Advanced Life Support, emergent, base rate)
   D. A0428 (Basic Life, non-emergency, load fee)
   E. A0429 (Basic Life, emergent, base rate)
   F. A0434 (Specialty Care Transport, load fee)
   G. A0425 (specialty care mileage, per loaded mile)
   H. Such other codes as agreed upon in advance by Facility.

   Provider shall invoice Facility on a monthly basis, each invoice reflecting the total amount due for the previous month's service. Invoices will also delineate the type of service provided; points of pick up and drop off locations; date and time service was requested, pick up time; distance of transport, additional charges, if any; copies of patient care reports; and Facility's authorization or reference number, if applicable, for each transport. Facility's payment of the invoices shall be due within thirty (30) days of the Facility's receipt and verification of each invoice. Provider acknowledges and agrees that the right to bill and collect from payers, plus the compensation for certain limited services set forth in this addendum is its sole compensation for the provision of services under this Agreement.

   Facility shall pay Provider for ambulance transports when: (i) Provider is legally or contractually prohibited from billing and collecting for the transport; or (ii) the patient is uninsured. A patient is "uninsured" if s/he has no third-party coverage by a commercial third-party insurer, an ERISA plan, a Federal Health Care Program (including without limitation Medicare, Medicaid, SCHIP, and CHAMPUS), Worker's Compensation, or other third-party assistance to cover all or part of the cost of care.

B. Compensation for Dedicated Ambulance/Crew-

1) ☒ **Option 1 (Fee per each transport that may not be billed to Medicare by Provider):** Provider bills and collects from all payers for the services provided by Provider's Dedicated Ambulance/Crew, and Facility compensates Provider for services provided to Facility's inpatients where Medicare billing rules require Facility to compensate Provider directly

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(limited to those patients admitted at an outlying Facility Hospital Based Outpatient Department [HOPD], and who are transported to Facility's main campus for admission to the patient's assigned room/bed/unit).

For such patients, Facility shall pay Provider Ninety (90%) of Provider's Medicare allowable charge for base rate and loaded mileage, for the following services, transport mode as specified by the on-duty Emergency Physician (or other ordering Physician or authorized Facility representative) at the Facility:

A. A0425 (loaded mileage, per mile)
B. A0426 (Advanced Life Support, non-emergency, load fee)
C. A0427 (Advanced Life Support, emergent, base rate)
D. A0428 (Basic Life, non-emergency, load fee)
E. A0429 (Basic Life, emergent, base rate)
F. A0434 (Specialty Care Transport, load fee)
G. A0425 (specialty care mileage, per loaded mile)
H. Such other codes as agreed upon in advance by Facility.

Provider shall invoice Facility on a monthly basis, each invoice reflecting the total amount due for the previous month's service. Invoices will also delineate the type of service provided; points of pick up and drop off locations; date and time service was requested, pick up time; distance of transport, additional charges, if any; copies of patient care reports; and Facility's authorization or reference number, if applicable, for each transport. Facility's payment of the invoices shall be due within thirty (30) days of the Facility's receipt and verification of each invoice. Provider acknowledges and agrees that the right to bill and collect from payers, plus the compensation for certain limited services set forth in this addendum is its sole compensation for the provision of services under this Agreement.

docusign

Certificate Of Completion

Envelope Id: 777986F3-9D04-81E8-8329-39C21A255CD1
Status: Sent
Subject: 438652 - Vicksburg City - Office of the City Clerk - Oracle Contract E-sign
Source Envelope:
Document Pages: 17
Signatures: 0
Certificate Pages: 3
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Ifeyini Bailey
4000 Meridian Blvd
Franklin, TN 37067-6325
ifeyini_bailey@chs.net
IP Address: 147.154.44.218

Record Tracking

Status: Original
7/27/2026 11:57:27 AM
Holder: Ifeyini Bailey
ifeyini_bailey@chs.net
Location: DocuSign

Signer Events	Signature	Timestamp
Willis Thompson mayor@vicksburg.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 7/27/2026 12:02:10 PM
Brad Cash brad_cash@chs.net Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/28/2026 6:09:41 AM ID: 080b94b8-a970-4bfb-9fda-b04d9f49be70		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Harry Martin, III harrym@vicksburg.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 7/27/2026 12:02:08 PM Viewed: 7/28/2026 6:11:47 AM
Deborah Busma Debbie.Busma@riverregion.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Carbon Copy Events	Status	Timestamp
Karl McCaffrey karl.mccaffrey@riverregion.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/27/2026 12:02:10 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

By proceeding, you agree that this agreement may be signed using electronic or handwritten signatures.