

**AMENDED AGREEMENT**

**Between**

**ELITE MEDICAL TRANSPORTATION LLC**

**And**

**HAYMARKET DUPAGE LLC**

**THIS AMENDED AGREEMENT** is entered into this 17<sup>th</sup> day of May, 2021 ("Agreement") between ELITE MEDICAL TRANSPORTATION LLC, a Delaware Limited Liability Company d/b/a ELITE AMBULANCE, an Illinois corporation (hereinafter "Elite") and the HAYMARKET DUPAGE LLC (hereinafter "Haymarket"), an Illinois not-for-profit corporation (collectively, the "Parties.")

**WHEREAS**, Elite is a private ambulance company that provides quality medical emergency and non-emergency transportation service in the Chicagoland area; and

**WHEREAS**, Haymarket proposes to open a health care center in the Village of Itasca, and if it is permitted by the Village to open, it is in need of securing a private ambulance company to provide an ambulance response (emergency management services or "EMS") to calls required by Haymarket patients for basic life support at the health care center; and

**WHEREAS**, the Parties hereto recognize the importance of providing quality EMS services to Haymarket; and

**WHEREAS**, the Parties hereto recognize the importance of predictability and planning in the provision of EMS services to Haymarket; and

**WHEREAS**, the Parties desire to set forth between them their expectations regarding the provision of EMS services to Haymarket; and

**WHEREAS**, Haymarket and Elite mutually agree to cooperate fully with each other to ensure that Haymarket patients receive the appropriate EMS services.

**WHEREAS**, Haymarket and Elite entered into a previous agreement regarding the provision of EMS services by Elite to Haymarket dated September 12, 2019; and

**WHEREAS**, it is now the Parties intent to update the September 12, 2019 agreement;

**NOW, THEREFORE,** in consideration of the covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Elite's dispatch and ambulance services shall be available twenty-four (24) hours per day, seven (7) days per week, including holidays, to provide EMS services to Haymarket patients at the rates to be assessed to patients as set forth in Exhibit A.

2. Basic Life Support ("BLS") services to Haymarket shall be provided according to Elite's State approved system plan. Best efforts shall be made to respond to all Haymarket BLS emergency calls within ten (10) to twenty (20) minutes. No non-emergent response to Haymarket shall take longer than forty-five (45) minutes.

3. All BLS ambulances will be staffed by two EMT-Bs, or the minimum required by all local, state, or federal requirements, whichever is more stringent. Advance Life Support ("ALS") ambulances shall be staffed by at least one paramedic and one EMT-B, or the minimum required by all local, state or federal requirements, whichever is more stringent.

4. Elite shall maintain any and all licenses required for the operation of ambulance service at the ALS and BLS levels of service. Elite shall provide Haymarket with proof of licensing concurrently with execution of this Agreement, and within fourteen (14) days of any change in its licensing status. At least annually, Elite shall provide Haymarket with copies of any applications or filings pertaining to licenses and renewals of licenses within thirty (30) days after they are filed.

5. All personnel shall be trained and certified to the standards issued by the Illinois Department of Public Health.

6. Haymarket retains the ultimate decision-making authority to ensure that its patients are provided proper medical care until such time as patient care is transferred to Elite.

7. Elite agrees to provide a standard of care consistent with the regulations issued by the Illinois Department of Public Health.

8. The Parties agree to cooperate to create operating standards and protocols for performance of this Agreement by both Haymarket and Elite no later than four weeks prior to the opening of the health care center. Such protocols will govern the relationship between the Parties and identify the appropriate levels of service to be provided to Haymarket patients in an emergent situation.

9. The Parties agree to meet on a bi-annual basis, or more frequently as needed, to ensure compliance with the Haymarket protocols and to ensure their correct application.

10. If a conflict arises between Elite and Haymarket, both parties will meet to come to an amicable resolution with seven (7) days of the problem being known and submitted in writing to both parties. The Parties agree to negotiate in good faith to resolve issues that may arise between them during the pendency of this Agreement.

11. Haymarket may terminate this Agreement if it finds Elite fails to cure or remedy, within thirty (30) days of receipt of written notice, any failure to provide the EMS services to Haymarket patients required herein in accordance with all applicable laws and regulations and this Agreement.

12. Elite may terminate this Agreement if it finds that Haymarket's service requirements exceed its ability to perform in compliance with the terms of this Agreement. Elite shall provide written notice to Haymarket of its intent to terminate this Agreement no less than forty-five (45) days in advance of its termination.

13. Elite understands and acknowledges that Haymarket may have to enter into an Agreement with another ambulance company in the event its patients' service needs exceed the ability of Elite to perform to the standards set forth herein.

14. This Agreement pertains to Elite and may not be transferred or assigned without consent of Haymarket. If Elite should be sold, Haymarket may elect to terminate this Agreement by sending written notice within (30) thirty days of notification by Elite of Haymarket's intent to terminate.

15. This Agreement shall be for a 5-year term. The effective date of the contract shall be the date that a Certificate of Occupancy is issued for Haymarket DuPage.

16. Notices to either Party shall be provided via certified mail, return receipt requested, or via personal delivery as follows:

Haymarket Center  
Attn: President  
932 W. Washington Blvd.  
Chicago, IL 60607

Notices to Elite shall be sent as follows:

Elite Ambulance  
Attn: *Dennis Dooley*  
11551 W. 184<sup>th</sup> Place  
Orland Park, IL 60467

Notice is deemed made on the date of delivery.

17. In the event that any provision of this Agreement is rendered invalid or unenforceable by an Act of Congress or the Illinois Legislature, or by any regulation duly promulgated by the officers or any agency in the United States or the State of Illinois acting in accordance with the law, or declared null and void by any court of competent jurisdiction, the remainder of the provisions of this Agreement shall, subject to the foregoing, remain in full force and effect. In the event that a provision of this Agreement is rendered invalid or unenforceable or declared null and void in accordance with the aforementioned provisions or Haymarket advises the parties of the necessity of amending

the Agreement and the removal of the provision or the necessary amendment has the effect of materially altering the obligations of either in such a manner as, in the judgment of the party affected (a) will cause serious financial hardship to such party; or (b) will cause such party to act in violation of its corporation Articles or By-Laws, the party so affected shall have the right to terminate this Agreement, upon forty-five (45) days advance written notice to the other party.

**HAYMARKET DUPAGE LLC**

By Kanjil  
Its Senior Exec. Vice President

**ELITE MEDICAL  
TRANSPORTATION, LLC**

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By Dennis Dooley  
Its VP / BD

**SCHEDULE A:**

**HAYMARKET ITASCA**

The rates to be charged by Elite to the patients provided EMS services, pursuant to this Agreement, are as follows:

- ALS                    75.00
- BLS                    25.00
- Mileage (loaded)    15.00