

**Amendment to
Advanced Responder
Memorandum of Understanding
Between the Franklin Fire Department
And
Williamson County EMS
For the implementation and coordination of
Emergency Medical Service First Responder Program**

This Amendment ("Amendment") is entered into this 22nd day of NOV. 2010, by and between Williamson County Hospital District d/b/a Williamson Medical Center ("Hospital") and the City of Franklin Fire Department (collectively called the "First Responder Agency" or "First Responders").

WHEREAS, Hospital and First Responders have entered into an agreement dated June 14, 2006, entitled Advanced Responder Memorandum of Understanding for the Implementation and Coordination of Emergency Medical Service First Responder Program ("Original Agreement"), and

WHEREAS, Hospital and First Responders desire this Amendment to amend the terms of the Original Agreement (this Amendment and the Original Agreement are referred to collectively as the "Agreement"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, and notwithstanding any contrary provisions of the Original Agreement, the Original Agreement is amended as follows:

I. Liability Insurance

Article XII of the Original Agreement is deleted in its entirety and the following is substituted in its place and stead: "Pursuant to Chapter 1200-12-01-.16, et. seq. of the General Rules of the EMS Division, Tennessee Dept. of Health, each First Responder Agency shall maintain professional liability and medical malpractice insurance, with minimum liability coverage which is not less than the limits set forth in T.C.A. 29-20-403, providing, to the extent permitted by Tennessee law, indemnity to emergency care personnel, WMC EMS and Williamson Medical Center. Each First Responder Agency shall maintain said insurance and shall submit proof of insurance to Williamson Medical Center."

II. Amendment

The Agreement may be further amended or modified only by a written instrument signed by both parties.

III. General

If provisions of this Amendment and the Original Agreement conflict, the provisions of this Amendment shall prevail. Except as specifically amended here, all terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment effective the day and year first written above.

**“First Responder Agency”
City of Franklin**

By: Eric S. Stucky

Title: City Administrator

**“Hospital”
Williamson County Hospital District, d/b/a
Williamson Medical Center**

By: Dennis Miller

Dennis Miller, FACHE - Chief Executive Officer