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THIRD AMENDMENT to
CONTRACT FOR EMERGENCY AND NON-EMERGENCY AMBULANCE SERVICES
PARISH OF ST. TAMMANY
AND INCLUDING
ANY MUNICIPALITY CHOOSING TO PARTICIPATE VIA INTERGOVERNMENTAL
AGREEMENT

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I.   RECITALS. This Third Amendment to Contract (the "Amendment") is entered into by and between ACADIAN AMBULANCE SERVICE, INC. ("Provider" or "Acadian") and the ST. TAMMANY PARISH GOVERNMENT ("Parish") on its behalf and on behalf of any municipality (collectively, the "Service Areas") that wishes to participate through an intergovernmental agreement, herein duly represented by its duly authorized Parish President and Parish Council Chairman, on the ___day of _____, 2022, for the exclusive provision of emergency and non- emergency ambulance service, with the exception of that portion of St. Tammany Parish which comprises St. Tammany Parish Fire Districts 3, 4, and 11.

A. This Amendment is in reference to the Contract for Emergency and Non-Emergency Ambulance Services between Acadian and Parish dated effective January 1, 2015, as amended by the Amendments to Contract dated effective November 25, 2015 and January 29, 2019 (collectively, the "Original Contract").

B. The parties desire to amend Articles IV and IX of the Original Contract concerning Emergency Medical Technicians and Force Majeure, respectively, as set forth below.

NOW, THEREFORE, in consideration of the foregoing promises and for valuable consideration, the receipt of which is acknowledged by the parties, Parish and Acadian agree to amend the Original Contract as follows:

1. **IV. d. Emergency Medical Technicians.** The following provisions of Article IV. d. are hereby amended to read as follows:

1. No ambulance shall transport an emergency patient with the transport originating in or from the geographical boundaries of the Service Areas unless it is an Advanced Life Support ambulance capable of providing Advanced Life Support Services and whose crew shall be in compliance with State and Federal requirements. All scheduled non-emergency transportation by ambulance may be provided by Basic Life Support Ambulances. In the event of a "Catastrophic Event", Basic Life Support Ambulances may be utilized in the response and transportation of patients.

2: No person shall provide services in any capacity on an emergency medical response vehicle unless he is in compliance with local, State and Federal requirements. No person shall provide services in any capacity without holding a valid certification of cardiopulmonary resuscitation issued by the American National Red Cross or the American Heart Association.

3.c.2. The driver is in compliance with local, State, and Federal requirements.

2. **IX AGREEMENT, MODIFICATION, AND GOVERNING LAW.**

1. Force Majeure. Article IX.1. shall be amended to read as follows:

Provider's performance of its obligations hereunder shall be excused in the event and only during

the period that such performance is prevented by the following: emergencies resulting in, and during, the Parish Emergency Operations Center being made operational; acts of God; acts of war, riot, or sabotage; Catastrophic Event; flood; ice & snow; unavailability of adequate fuel, staffing, power or materials; judicial or governmental laws, regulations, requirements, orders or actions; injunctions or restraining orders which are ultimately determined to have been wrongfully granted; the failure of any governmental body to issue or grant, or the suspension or revocation of, licenses, permits or other approvals or authorizations necessary for the performance of the services contemplated by this agreement; or national defense requirements.

3. Except as amended hereby, the Original Contract remains unmodified and in full force and effect.

4. All capitalized terms used herein but not defined shall have the meaning assigned to them in the Original Contract.

ACADIAN AMBULANCE SERVICE, INC.   ST. TAMMANY PARISH GOVERNMENT

BY: _____   By: _____

Name: _____   Name: _____

Title: Regional Vice President   Title: Parish President

Date: _____   Date: _____

By: _____

Name: _____

Title: _____

Date: _____