

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

- I. RECITALS. This Fifth Amendment to the Contract (the "Amendment") is entered into by and between ACADIAN AMBULANCE SERVICE, INC. ("Provider" or "Acadian") and 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 _____, 2025, for the exclusive provision of non-emergency ambulance service within all of St. Tammany Parish and exclusive emergency ambulance service within all of St. Tammany Parish 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, January 29, 2019, December 21, 2022, and July 1, 2024.
- B. The parties desire to amend Article IV of the Original Contract concerning Obligations of Provider in subsection f. 6., and revise the paragraph 2 of the "Fourth Amendment and Article V and Article VI. Termination by Provider, subsection b iii. to Contract for Emergency and Non-Emergency Ambulance Services Parish of St. Tammany and including any Municipality Choosing to Participate via Intergovernmental Agreement" dated July 1, 2024.

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. OBLIGATIONS OF PROVIDER. Subsection f 6. shall be deleted in its entirety and replaced with the following:
 - f. Ambulance Performance Standards
 6. So long as there is no exit from this Agreement of any of the current Service Areas and Provider remains the exclusive Provider of both emergency and non-emergency ambulance services originating within the current service areas of St. Tammany Parish, Provider shall ~~offer a "pilot program" wherein~~ provide a minimum of 10 ambulances during "peak times" and 6 ambulances during "off peak times," as determined by Acadian ~~" shall be staffed for use within St. Tammany~~

~~Parish, including municipalities, for a period of six (6) consecutive months from the date this contract is last amended. "Peak times" are defined as 8:00 a.m. to 8:00 p.m. "Off Peak times" are defined as 8:00 p.m. to 8:00 a.m. ALS ambulances shall be staffed at all times with a qualified paramedic. St. Tammany Parish Government shall have the option to extend the pilot program for an additional six (6) months.~~

During times of increased call load that results in depletion of scheduled resources or where transport destinations result in scheduled resources leaving the Service Area, Provider will request resources from neighboring Parishes/Counties, when available, into St. Tammany Parish until 911 coverage is restored to the levels set forth herein.

~~In addition, the Provider will monitor all transports with a destination outside of St. Tammany Parish (scene calls and facility transfers) and shall provide a report to the QAP Chairman every month during the pilot program. The provider and the QAP Chairman will meet monthly to adjust the number of ambulances if necessary to maintain adequate coverage.~~

2. Article V. Obligations of the Service Areas shall be deleted in its entirety and replaced with the following:

The Service Areas shall instruct and inform all interested parties (including parish 911 director, etc.) that Provider shall be the exclusive ambulance service for all emergency (911 and other) ground ambulance or stretcher transportation service within the geographical boundaries of the "Service Areas", and all non-emergency ground ambulance or stretcher transportation service within all of St. Tammany Parish, except as provided below. The Service Areas shall obey the terms of this Contract and the enabling ordinances establishing the Contract; take reasonable steps, including a notice to cease and desist operations, and, if necessary, referral to the District Attorney's office for appropriate legal action (civil or criminal) with regard to any violators or violations of the ordinance to prevent any unauthorized operation of ambulance service (after being provided with reasonable notice by Provider) within the geographical boundaries of the Service Areas during the term of this Contract. The Service Areas agree that it shall cooperate fully with the District Attorney, the Sheriff or any other governing body in the enforcement of all laws and ordinances governing unauthorized ambulance operation, including but limited to, referral to the Sheriff's office for enforcement measures. The Service Areas agree and acknowledge that any unauthorized operation, (excluding St. Tammany Parish Fire Dispatch FD EMS districts 3, 4, and 11 for mutual aid as requested by Acadian), shall be a violation of this Contract, which will cause financial harm to Provider.

If the Service Areas fail to reasonably cooperate as set forth above in an effort to prevent unauthorized ambulance transportation within the geographical boundaries of St. Tammany Parish and the Service Areas through request for and cooperation in the sanctioning of the unauthorized activities after becoming aware of same, in writing, and such failure continues for a period of fifteen (15) days or more, Provider will have the

option to terminate this Contract, effective ninety (90) days of giving written notice to the Parish Council of same. The remedies set forth herein shall not be exclusive. Provider specifically reserves any and all other rights it may have against the Service Areas under law. The Service Areas shall execute all documents and submit all necessary information to designate Provider as the emergency provider in its Emergency Operations Plan for the Parish and/or other Service Areas. As such, Provider agrees that in the case of a declared emergency in the Service Areas by the Parish Office of Emergency Preparedness, Provider shall have a designated representative of the Provider stationed in the Parish Emergency Operations Center during the duration of the event. Any charges incurred as a direct result of the emergency shall be submitted to the Parish which the Parish agrees to submit with its reimbursement, fee and expense request made by any local, state or federal agency consistent with procedures for same. Acadian shall be reimbursed at the same rate which the Parish is reimbursed for example, if the Parish receives 60% of its requested reimbursement, then Acadian shall receive and accept 60% of its charges, fees and/or expenses submitted). Any unpaid amounts shall be the responsibility of the patient or facility requesting transport.

Notwithstanding any provision herein to the contrary, if during a declared emergency or in the event of an ordered evacuation, additional ambulance services are required within the Parish, then Provider shall not be the exclusive provider. The Service Areas and Provider may procure additional ambulance services as each sees fit and within each of their sole discretion. Upon cessation of such emergency or evacuation, Provider shall resume its exclusive authority.

- 3. Article VI. Termination by Provider, sub section b iii. Shall be deleted and replaced with the following:
The allowance of any additional ambulance service by a Service Area, (excluding St Tammany Parish Fire EMS Dispatch to FD districts 3, 4, and 11 for mutual aid as requested by Acadian within St Tammany Parish Fire Protection Districts and Covington Fire Department), or not mandated by operation of State or Federal law, or resulting from a declared emergency, during the term of this Contract or any renewal of this Contract; or the issuance of any permit in a Service Area to an additional ambulance service during the term or any subsequent renewal of this Contract.
- 4. Except as amended hereby, the Original Contract remains unmodified and in full force and effect.
- 5. All capitalized terms used herein but not defined shall have the meaning assigned to them in the Original Contract.

ACADIAN AMBULANCE SERVICE, INC.
By: _____

Name: _____
Title: _____
Date: _____

ST. TAMMANY PARISH GOVERNMENT
By: _____
Michael B. Cooper, Parish President
Date: _____
By: _____
Joe Impastato, Parish Council Chairman
Date: _____