

**THIRD AMENDMENT TO EMS EXTENSION AGREEMENT**

**THIS THIRD AMENDMENT TO THE EMS AGREEMENT** (the "Amendment") is made this 10 day of August, 2016, between FIRSTHEALTH OF TH CAROLINAS, INC. ("FirstHealth"), a North Carolina not-for-profit corporation and CHATHAM COUNTY (the "Service Recipient").

**RECITALS:**

**WHEREAS**, FirstHealth and Service Recipient previously entered into that certain EMS Agreement dated February 1, 2007 (the "EMS Agreement") which was previously extended to June 30, 2016; and

**WHEREAS**, FirstHealth entered into a new extension agreement approved at the June 20, 2016 Board of Commissioners meeting which extended the contract to August 31, 2016; and

**WHEREAS**, the parties have been unable to complete negotiations and now wish to extend the contract to October 31, 2016.

**NOW, THEREFORE**, in consideration of the mutual covenant and conditions hereinafter expressed and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. The term of the existing EMS Agreement shall be extended through 11:59 P.M. October 31, 2016 (the "Extended Term").
2. During the Extended Term, FirstHealth and Service Recipient will continue to negotiate in good faith to reach an agreement acceptable to both parties on the terms of a new Emergency Medical Services Agreement.
3. During the Extended Term, except as herein modified, the terms of the currently effective EMS Agreement shall continue in full force and effect.
4. During the Extended Term, Service Recipient will make equal monthly payments of \$228,079.20 ("County Contribution") to FirstHealth for purposes of offsetting the expenses of providing the EMS Services contracted for under the Agreement, as well as FirstHealth adding 12/7 day per week coverage in the Parkwood area, effective the first day of this Third Amendment extension period. Said payments will be due and payable on the first day of each month as specified previously.
5. This Amendment may be executed in several counterparts, each of which shall be an original, but all which shall constitute but one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year first above written.

FIRSTHEALTH OF THE CAROLINAS, INC  
By:   
David J. Kilarowski, CEO

CHATHAM COUNTY  
By: \_\_\_\_\_  
Renee Paschal, County Manager