

**FIRST AMENDMENT TO CONTRACT FOR EMERGENCY
AND NON-EMERGENCY AMBULANCE SERVICES
FOR THE CITY OF YOUNGSVILLE**

THIS FIRST AMENDMENT TO CONTRACT FOR EMERGENCY AND NON-EMERGENCY AMBULANCE SERVICES FOR CITY OF YOUNGSVILLE (“Amendment”) is made and entered into as of this 20th day of September, 2024, or the execution of this Amendment by both parties, by and between, **City of Youngsville** (“City” or “Service Area”) and **Acadian Ambulance Service, Inc.** (“Acadian” or “Provider”).

RECITALS

A. City and Provider entered into to that certain Contract for Emergency and Non-Emergency Ambulance Services (the “Agreement”) effective October 22, 2021; and

B. City and Provider agreed to extend the Agreement for a three (3) year term in a letter dated September 8, 2021, effective October 22, 2021 through October 21, 2024; and

C. City and Provider desire to amend the terms of the Agreement as set forth herein below.

NOW, THEREFORE, in consideration of the foregoing premises and for valuable consideration the receipt of which is acknowledged by the parties, City and Provider agree to amend the Agreement as follows:

1. Article II Definitions, o. Catastrophic Event. The definition shall be added as follows:
o. “Catastrophic Event” means any sudden, extensive, or notable event or happening, misfortune or multiple or mass casualty incident resulting in: 1) 5 or more patients at any given location; or 2) 911 system overload due to unexpected or excessive emergency calls within any given time.

2. Article III TERM. City and Provider mutually agree to renew the Agreement for an additional term of three (3) years beginning October 22, 2024, and ending on October 21, 2027.

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

1. All ambulance transports originating in or from the geographical boundaries of the Service Area shall be provided with a unit qualified at an appropriate level of service for the request and whose crew shall be in compliance with State and Federal requirements.

2. No person shall provide services in any capacity on an emergency medical response vehicle unless he is in compliance with 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.b. The caregiver is an Emergency Medical Technician who meets all State Certification Requirements and is in good standing with the Bureau of Emergency Medical Services of Louisiana as memorialized in LA R.S. 40:1133, et. seq.

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

3. Article IV. g.1. This section shall be deleted in its entirety and replaced with the following:

Provider shall be entitled to an automatic annual inflationary increase in base rates at Providers then current customary rates within the State of Louisiana. Provider shall also be allowed to increase charges for ancillaries at the then current market rate. Upon request, Provider shall submit a schedule of updated rates to the City for review. To the extent the City, upon review, believes the rates are inconsistent with the authority of Provider contained herein the City shall have 15 days to object and provide the reason for it objection. If written objection is not presented within 15 days along with evidence that the Provider has exceeded its authority contained herein, the rates will be deemed set and approved and become effective on the 16th day. During each year of this Agreement, Provider will not exceed the charges for base rate, mileage rate per run, supplies, oxygen and any other services included in Provider's Schedule of Rates for that year, except as allowed for herein or as approved by the City. Provider acknowledges that it is responsible for billing and collecting for services rendered. All fees for services rendered shall remain the property of Provider. In addition to the foregoing, Provider will be allowed to add and/or modify items that represent new and/or changing technology, equipment, services and pharmaceuticals and to charge reasonable fees for said new items that are added without the need for approval by the City. Additionally, Provider shall be allowed to institute a change in rate structure and/ or amounts in such case as there has been a material change in the structure or amount of rates/reimbursements approved/made to ambulance providers by any federal or state agency or medical insurance provider. The City Council acknowledges that any event as set forth in the preceding sentence shall be deemed good cause for such a rate change in amount and/or structure.

4. Article IX.1. Force Majeure. This section shall be deleted in its entirety and replaced with the following:

Provider's performance of its obligations hereunder shall be excused in the event and during the period that such performance is prevented or rendered unsafe by the following: acts of God, including but not limited to severe weather conditions, which in the sole discretion of Provider, would put provider's employees in harm's way; acts of war, riot, accident, flood or sabotage; pandemic, Catastrophic Event; unavailability of adequate staff or fuel, power, labor 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.

5. General. Except as specifically amended herein, all terms and conditions of the Agreement shall remain in full force and effect.

CITY OF YOUNGSVILLE

ACADIAN AMBULANCE SERVICE, INC.

By: _____

By: _____

Name: Ken Ritter

Name: Troy A. Guidry

Title: Mayor

Title: Regional Vice President

Date: _____

Date: _____