

ST. TAMMANY PARISH COUNCIL
ORDINANCE

ORDINANCE CALENDAR NO. 4185 As Amended ORDINANCE COUNCIL SERIES NO. 10-

COUNCIL SPONSOR: MR. CANULETTE PROVIDED BY: COUNCIL OFFICE

RE-INTRODUCED BY: MR. STEFANCIK SECONDED BY: MR. CANULETTE

ON THE 1ST DAY OF JULY, 2010.

ORDINANCE TO AUTHORIZE THE EXECUTION OF A CONTRACT AGREEMENT PURSUANT TO LA. R.S. 33:4791.1 BETWEEN ST. TAMMANY PARISH GOVERNMENT AND ACADIAN AMBULANCE SERVICE, INC. FOR THE PROVISION OF EMERGENCY AND NON-EMERGENCY AMBULANCE SERVICES WITHIN SPECIFIC SERVICE AREAS OF ST. TAMMANY PARISH.

WHEREAS, on December 12, 1996, the Police Jury of St. Tammany Parish, as governing authority, first entered into an Ambulance Service Agreement with Acadian Ambulance Service, Inc. to provide emergency and non-emergency medical transportation services within specific service areas of St. Tammany Parish; and

WHEREAS, over the course of the ensuing 13 years, extensions to the original Agreement and a 2004 new Agreement have been awarded to Acadian Ambulance Service, Inc. by the St. Tammany Parish Council, as governing authority under the St. Tammany Parish Home Rule Charter approved by the voters October 3, 1998, because of consistent adherence to contractual requirements and the high level of service provided to the Parish by Acadian Ambulance Service, Inc.; and

WHEREAS, the Quality Assurance Panel has determined that Acadian Ambulance Service, Inc. continues to perform its services in a competent and professional manner and has met or exceeded all of the standards set forth in prior Agreements, and has recommended that a new Agreement with Acadian Ambulance Service, Inc. continues to be in the best interest of the citizens of St. Tammany Parish; and

WHEREAS, the Parish Council has determined that it is in the best interest of the general health, safety and welfare of the citizens of St. Tammany Parish to retain the current ambulance service provider and enter into the new Contract Agreement with Acadian Ambulance Service, Inc. as the sole, exclusive provider of emergency and non-emergency ambulance services within the geographical boundaries of the "Service Areas" defined by the agreement; and

WHEREAS, this determination was reached after careful consideration of the overall performance history of Acadian Ambulance Service, Inc. to St. Tammany Parish, its familiarity with the geographical regions of the Parish following years of prior service, the extensive resources Acadian has available to it in the service of the Parish, and the proven ability of Acadian to assist the Parish in times of natural or other disaster.

THE PARISH OF ST. TAMMANY HEREBY ORDAINS that it adopts a new Contract Agreement with Acadian Ambulance Service, Inc. as sole provider of emergency and non-emergency ambulance services within the specific service areas of St. Tammany Parish, as identified within the Agreement, and which Agreement provides for an initial term of four (4) years, commencing on August 20, 2010 and ending on December 31, 2014, and authorizes the Parish President and the Parish Council Chairman to execute said Agreement and any intergovernmental agreement with any municipality that wishes to participate in the Agreement as part of the "Service Areas" included therein.

REPEAL: All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SEVERABILITY: If any provision of this Ordinance shall be held to be invalid, such invalidity shall not affect other provisions herein which can be given effect without the invalid provision and to this end the provisions of this Ordinances are hereby declared to be severable.

ORDINANCE CALENDAR NO. 4185AA

ORDINANCE COUNCIL SERIES NO. 10-

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DATE OF ENACTMENT: This Ordinance shall become effective immediate upon final adoption.

MOVED FOR ADOPTION BY _____, SECONDED BY _____

WHEREUPON THIS ORDINANCE WAS SUBMITTED TO A VOTE AND RESULTED IN THE FOLLOWING:

YEAS:

NAYS:

ABSTAIN:

ABSENT:

THIS ORDINANCE WAS DECLARED DULY ADOPTED AT A REGULAR MEETING OF THE PARISH COUNCIL ON THE ____ DAY OF _____, 2010 AND BECOMES ORDINANCE COUNCIL SERIES NO. 10-.

JERRY BINDER, COUNCIL CHAIRMAN

ATTEST:

THERESA FORD, COUNCIL CLERK

KEVIN DAVIS, PARISH PRESIDENT

Published introduction: October 29, 2009

Published adoption: _____, 2010

Delivered to Parish President : _____, 2010 at _____

Returned to Council Clerk: _____, 2010 at _____

**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 Contract 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 _____, 2010, for the exclusive provision of emergency and non-emergency ambulance service with the exception of that portion of St. Tammany Parish which comprises Wards 4 and 7.

II. DEFINITIONS

- a. Advanced Life Support (ALS) Ambulance:
"Advanced Life Support Ambulance" means any publicly or privately owned vehicle equipped or used for transporting the wounded, injured, sick or dead by stretcher, including emergency vehicles used for that purpose, but not including funeral coaches used exclusively as such. Said vehicle shall provide space for a driver, two (2) attendants and a minimum of two (2) litter patients so positioned that at least one (1) patient can be given intensive life support during transit. The vehicle must be permanently equipped, as part of its regular equipment, with the minimum essential equipment in appropriate sizes for treating infants, children and adults consistent with the Louisiana Department of Public Health and Safety, Bureau of Emergency Medical Services protocols.
- b. Air Ambulance Services:
"Air Ambulance Services" means aircraft used for emergency medical assistance in situations where either a traditional ambulance cannot reach the scene easily or quickly enough, or the patient needs to be transported over a distance or terrain that makes air transportation the quickest or most practical transport.
- c. Ambulance:
"Ambulance" means any authorized emergency vehicle, equipped with warning devices, designed and operated as a part of a regular course of conduct or business to transport a sick or injured individual or which is advertised or otherwise held out to the public as such. "Ambulance" shall not mean a hearse or other funeral home vehicle utilized for the transportation of the dead. Said vehicle shall provide space for a driver, two (2) attendants and a minimum of two (2) litter patients so positioned that at least one (1) patient can be given intensive life support during transit.
- d. Basic Life Support (BLS) Ambulance:
"Basic Life Support Ambulance" means transportation by ground ambulance vehicle and medically necessary supplies and services, plus the provision of BLS ambulance services. The ambulance must be staffed by an individual who is qualified in accordance with state and local laws as an emergency medical technician-basic.
- e. Caregiver:
"Caregiver" shall mean, individually and collectively, an Emergency Medical Technician-Basic, Emergency Medical Technician-Intermediate, or Emergency Medical Technician-Paramedic.

- f. Certified Emergency Medical Technician – Basic
 "Certified Emergency Medical Technician-Basic" means an individual who has successfully completed an emergency medical technician- basic training program developed and promulgated by the United States Department of Transportation and adopted by the bureau, who is nationally registered, and who is certified by the bureau.
- g. Certified Emergency Medical Technician-Intermediate:
 "Certified Emergency Medical Technician-Intermediate" means any individual who has successfully completed an emergency medical technician-intermediate training program developed and promulgated by the United States Department of Transportation and adopted by the bureau, who is nationally registered, and who is certified by the bureau.
- h. Certified Emergency Medical Technician-Paramedic:
 "Certified Emergency Medical Technician-Paramedic" means any individual who has successfully completed an emergency medical technician-paramedic training program developed and promulgated by the United States Department of Transportation and adopted by the bureau, who is nationally registered, and who is certified by the bureau.
- i. Critical Care Transport Ambulance:
 "Critical Care Transport Ambulance" means an ambulance capable of transporting critically ill or injured patients requiring specialized treatment interventions, monitoring, and/or staffing with specialty care paramedics who are nationally registered and have received additional education and training outside of the national standard paramedic curriculum, and where a physician serves as medical director for the Critical Care Transport program.
- j. Driver:
 "Driver" means any person who physically drives an ambulance.
- k. Emergency Patient:
 "Emergency Patient" shall mean an individual who is ill, injured, or otherwise incapacitated and is at risk of needing medical care during transportation by stretcher to or from a health care facility.
- l. Non-Emergency:
 "Non-emergency" means all medical care and transportation that is not an emergency in nature as defined above.
- m. Owner-Operator:
 "Owner" or "Operator" means any person who owns, controls, or operates an ambulance for purposes of providing both emergency and non-emergency medical care and transportation.
- n. Person:
 "Person" includes any person, firm, partnership, association, company or organization of any kind.
- o. Service First Call:
 "Service First Call" means any emergency response that does not result in a patient transport but does result in assistance to the patient with any number of daily living activities. Examples of Service First calls are, but not limited to, moving a patient from one bed/house to another, moving a patient to/from the bathroom, assisting a patient out of a bath tub, assisting a patient off of the floor, repositioning a patient in a bed/chair, etc. This determination is made by the ambulance crew while on location at the time of the call.
- p. Sprint Unit:
 "Sprint Unit" means any emergency vehicle with fully visual and audible warning signals

operated by a certified ambulance service, the primary purpose of which is to respond to the scene of a medical emergency to provide emergency medical stabilization or support, or command, control, and communications, but which is not an ambulance designed or intended for the transport of a patient regardless of its designation.

- q. Zone 1:
"Zone 1" shall mean the 8 Minute Response Time Zone as indicated on the 2010 Acadian Ambulance Response Plan map, dated April 07, 2010 and made a part of this Contract as Exhibit A.
- r. Zone 2:
"Zone 2" shall mean the 15 Minute Response Time Zone as indicated on the 2010 Acadian Ambulance Response Plan map, dated April 07, 2010 and made a part of this Contract as Exhibit A.
- s. Zone 3:
"Zone 3" shall mean the 20 Minute Response Time Zone up to the Parish Boundaries as indicated on the 2010 Acadian Ambulance Response Plan map, dated April 07, 2010 and made a part of this Contract as Exhibit A.

III. TERM

The term of this Contract shall be four (4) years beginning August 20, 2010. Upon expiration of the original term, this Contract may be renewable for one (1) additional four (4) year term at the discretion of the Parish Council. Such renewal shall be subject to acceptance by Acadian before becoming effective and binding upon the parties. Nothing shall prevent either party herein from terminating the Contract upon expiration of the original term or entering into a new Contract upon expiration of the original term.

IV. OBLIGATIONS OF PROVIDER

- a. Ambulance Service
Provider shall provide exclusive emergency and non-emergency Advanced Life Support and Basic Life Support ambulance service for the duration of this agreement within the geographical boundaries of the Service Areas.
- b. Insurance Required
Prior to commencing operations under this Contract, Provider shall file with the Parish Office of Risk Management policies of general liability insurance, automobile liability insurance, workers compensation insurance and medical legal liability insurance issued by an insurance company qualified to do business in the State of Louisiana, which shall contain the following conditions and stipulations:
 - 1. The term of such insurance policies shall be for a period of not less than one (1) year. Proof of insurance must be provided on a yearly basis.
 - 2. The general liability and automobile liability insurance policies shall provide not less than limits of liability for each accident causing bodily injury (including death at any time resulting therefrom) of FIVE MILLION and NO/100 (\$5,000,000.00) DOLLARS for each person, FIVE MILLION and NO/100 (\$5,000,000.00) DOLLARS for each accident and FIVE MILLION and NO/100 (\$5,000,000.00) DOLLARS for property damage sustained in any accident, with the Service Areas listed and included as additional insured to the extent of Provider's Contractual *indemnity* obligations hereunder.
 - 3. The medical malpractice insurance policy (ies) shall provide limits of liability of each accident causing bodily injury (including death at any time resulting therefrom) of FIVE HUNDRED THOUSAND and NO/100

(\$500,000.00) DOLLARS for each person and FIVE HUNDRED THOUSAND and NO/100 (\$500,000.00) DOLLARS for each accident. Participation in the Patients' Compensation Fund of the State of Louisiana as set forth in LRS 40:1299.44, et seq., shall be deemed to be medical legal liability insurance within the contemplation of this Contract.

4. The workers' compensation insurance policy (ies) shall provide coverage for statutory benefits up to an aggregate amount for any one claim in the amount of ONE MILLION and NO/100 (\$1,000,000.00) DOLLARS. In the event that Provider is self insured, it shall provide evidence of self-insurance along with proof of adequate excess insurance.
5. Provider shall, to the extent of Provider's contractual indemnity obligations, furnish the Service Areas with a waiver of subrogation against any and all claims for damages or liability arising from its operations within the geographical boundaries of the Service Areas. The Provider's insurers will have no right of recovery or subrogation against the Parish of St. Tammany, it being the intention of the parties that the insurance policies so affected shall, to the extent of Provider's contractual indemnity obligations, protect both parties and is the primary coverage for any and all losses covered by the above described insurance and for which Provider is contractually liable.

c. Inspection of Ambulances

1. Before any operations under this Contract commence, the ambulances listed in the permit application to the Parish for the provision of ambulance services shall have current motor vehicle inspection stickers by the Louisiana Department of Motor Vehicles and each ambulance will be equipped in compliance with the standards for ambulance equipment as contained and inspected and approved yearly by the Louisiana Department of Health and Hospitals and as set forth in LA R.S. 40:1235.1. Any ambulance owned or operated by Provider in the Service Areas which has a mechanical defect or lacks ambulance equipment, as required by this Contract, shall be corrected to conform to this agreement.

d. Emergency Medical Technicians

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 consist of at least one Nationally Registered Paramedic and one Nationally Registered EMT Basic as driver.
2. No person shall provide services in any capacity on an emergency medical response vehicle unless he is the holder of a certification by the Department of Health and Hospitals or its agent as a first responder; or a certification of an emergency medical technician issued by the National Registry of Emergency Medical Technicians; or a certificate of licensure as a registered nurse or licensed practical nurse; or is a physician or surgeon licensed to practice medicine by the Louisiana State Board of Medical Examiners. 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. Provider shall, at all times, under penalty of revocation, certify that all persons serving on said ambulance meets the following qualifications:
 - a. The caregiver is a person of at least eighteen (18) years of age.
 - 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. 40:1231 et seq.

- c. All employees of Provider who shall operate an ambulance in the Service Areas shall have been issued and be in possession of a valid driver's license for the operation of said vehicle as required by the State of Louisiana. Additionally, Provider shall, at all times, certify, under the penalty of permit revocation, that all drivers of its ambulances meet the following criteria:

1. The driver is a person of at least eighteen (18) years of age; and
2. The driver is a Louisiana Certified Emergency Medical Technician- Basic, Emergency Medical Technician – Intermediate, or Emergency Medical Technician – Paramedic.

e. Standards for Ambulance Equipment

1. Provider warrants that each ambulance shall carry at all times when the ambulance is in use the minimum essential equipment as specified in Definitions, Paragraph a.) Advanced Life Support Ambulance or c.) Basic Life Support Ambulance.

f. Ambulance Performance Standards

1. Provider warrants that it shall not unreasonably refuse to respond to a request for emergency service within the geographical boundaries of the Service Areas.
2. Provider warrants that it shall not refuse to respond to a request for emergency service on the grounds of the patient's inability to pay for such service.
3. Provider warrants that it shall conform to the Desired Response Reliability Standards set forth in Section IV(h) with respect to ground ambulance response times within the three (3) above defined Zones.
4. Provider, when possible, should notify each St. Tammany Fire Protection District of any emergency occurring within its District boundaries as soon as practicable after receiving any call for assistance. The notification should include the location, type of emergency and estimated time of arrival (ETA) of the responding ambulance.
5. Provider shall maintain National Incident Management System (NIMS) compliance.
6. Provider shall maintain at least one medically configured advanced life support helicopter stationed no more than 50 air miles from the parish line at any time and available on a full-time 24-hour basis. The helicopter will be staffed at all times by an FAA-licensed pilot and a nationally registered paramedic and/or registered nurse.

g. Review of Rates and Financial Information

1. Provider shall submit a schedule of its rates for all services to the Parish Council at least once per year at such time and in such format as may be designated by the Parish Council. Provider will not exceed the charges for base rate, mileage rate per run, supplies, oxygen, ancillaries and any other ground services included in Provider's Schedule of Rates, except as approved by the Parish Council. A statement of said fees is attached hereto as Exhibit B. Provider

acknowledges that it is responsible for billing and collecting for services rendered. All fees for services rendered shall remain the property of Provider. 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. Provider shall be entitled to an automatic annual inflationary increase in base rates not to exceed provider's customary rates within the State of Louisiana and shall be allowed to increase charges for ancillaries at the then current Market Rate, without the need for approval by the Parish Council. Additionally, Provider shall be allowed to request 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 Parish Council acknowledges that any event as set forth in the preceding sentence shall be deemed good cause for such a request for rate change in amount and/or structure.

2. Provider shall permit the Parish Council or its auditor's reasonable access to its financial records, books, documents, papers, files, or other records, that ~~are pertinent,~~ relate to this Contract, (with the exception of any records, books, documents, papers, files or other records or correspondence which is protected by legal privilege or Federal or State Privacy statutes or regulations, including but not limited to the Health Insurance Portability Accountability Act (HIPPA) during normal business hours upon reasonable notice and which shall only be revealed and discussed in executive or confidential session. In addition, the Parish Council and its members agree to execute any documents and abide by any federal, state and/or local laws, rules and/or regulations relating to the disclosure of any such information.

3. Provider shall present to the Parish Council, in executive or confidential session, an audit of owner/operators financial statements and activities relating to this Contract, when requested. A copy of every such audit shall be provided to the Parish Council and Provider shall have the right to demand that all audited financial statements and any other Proprietary Information, as deemed by Provider, be reviewed and discussed in executive or confidential session of the Parish Council and that such materials not be disclosed or distributed outside of same, to the extent permitted by law. The parties agree that the Parish Council has the right to demand an independent audit of the response times of Acadian's performance under this Contract. Such audit shall be performed at a mutually agreeable time to both parties but not later than thirty (30) days after receipt by the Council of Response Time information specifically requested by the Council in writing to Acadian for a particular period, and shall be for the account of the Parish Council except as set forth hereafter. Should such audit produce results that materially differ from the results presented to the Quality Assurance Panel by Acadian, then, in such instance, Acadian shall bear all costs associated with the independent audit that produced such differing results.

h. Desired Response Reliability Standards; Zones coverage

1. Provider shall produce a maximum response time of eight minutes and fifty-nine seconds (08:59) on not less than 90% of all emergency responses originating within the Zone 1.

2. Provider shall produce a maximum response time of fifteen minutes and fifty-nine seconds (15:59) on not less than 90% of all emergency responses originating within the Zone 2.

3. Provider shall produce a maximum response time of twenty minutes and fifty-nine seconds (20:59) on not less than 90% of all emergency responses originating within Zone 3.

Throughout the term of this contract, Provider acknowledges that it shall be Provider's responsibility to meet said response times regardless of the number of ambulances required to meet said standards except where otherwise excused. Nothing herein will be construed to obligate Provider to meet said response times within those areas specifically excluded from service by Provider within this Contract; including those cases where Provider is supplying mutual aid to another authorized service provider, such as a parish fire protection district, providing primary ambulance response services within its service boundaries as authorized by law. Provider further acknowledges that the response times are minimum standards and not maximum standards and Provider further warrants that it will always strive to achieve decreased response times.

i. Response Time

Response times on emergencies, excluding Service First Calls, will be calculated from the time of receipt by Provider's Dispatch Center of "essential information" until the arrival at the scene of the incident by an ALS equipped unit or Sprint Unit. Response times will be calculated quarterly by Provider. Provider shall provide, within (15) working days following the end of the quarter, a performance report of response times to emergency calls received from 911. One copy of this report shall be mailed or otherwise delivered to the Parish Council Clerk for distribution to the members of the Quality Assurance Panel, and to the Office of the Parish President.

With respect to Service First Calls (SFCs), the Provider will produce a maximum response time of ninety minutes and fifty-nine seconds (90:59) on not less than 90 % of all SFCs originating in any Response Time Zone. The SFC response time will be calculated from the time of the call for service until the arrival time of the servicing unit. The response times on SFCs will not be measured for calculations on a quarterly basis; but only at the request of the QAP at one of its scheduled meetings.

j. Essential Information

The "essential information" shall include location, any requested directions to location, callback number, and chief complaint or nature of problem or if the initial location information is obtained from a 911-data base, confirmation that the patients' location is the same as that of the caller or confirmation of the patient's actual location. Each party to this agreement as well as the Quality Assurance Panel may monitor response times.

k. Quality Assurance Panel

The Parish Council will create a Quality Assurance Panel (QAP) responsible for reviewing issues related to the quality of medical services and response times supplied under this Contract. The specified membership of the panel shall be: (1) One designee, each, of the medical hospitals in the Parish, which designees shall be Board Certified Emergency physicians and/or emergency nurses and/or emergency medical paramedics; (2) The Director of the St. Tammany Parish 911 Board, or his designee; (3) Two members of the St. Tammany Parish Council, one to be designated by the Parish President, and one to be designated by the Parish Council Chairman. No person on the panel shall be affiliated with the Provider, or any other EMS provider. All appointments to the panel shall be made in compliance with the Louisiana Ethics Code established in the Louisiana Revised Statutes.

For purposes of meeting and conducting business as needed, the attendance of four (4) members of the QAP shall constitute a quorum.

The Quality Assurance Panel shall consider all requests by the Provider for exemptions from compliance with the applicable response times on a case-by-case basis. Exemptions may be granted where certain circumstances or conditions beyond Provider's control existed which hindered or prevented Provider from responding to a call in a timely manner, which may include:

1. Incomplete or inadequate caller information;
2. Inclement weather;
3. Traffic conditions;
4. Natural or man-made disasters or emergencies;
5. Road conditions;
6. Existence or reasonable belief of the existence of toxic, radioactive or hazardous materials at the call site;
7. Hazardous or unsafe conditions at the call site;
8. Unpreventable vehicle failure;
9. More than three (3) emergencies within a one-hour period of time within the East or West portions of the Parish, with the demarcation line between east and west being the Range Line separating R12E and R13E in the vicinity of Lacombe; or more than five (5) emergencies occurring within a one-hour period in the entire parish.
10. Extended emergency "wall time" at a hospital pending transfer of care to hospital staff of a delivered 911 emergency care patient.

Should the Panel grant Provider an exemption, the exempt incident shall not be reported as non-compliant nor shall Provider be fined therefore.

I. Minimum Response Time Penalty

If Provider fails to meet "the minimum standards" to the extent set forth below on emergency calls in any of the Zones described in this Contract, within a given quarter (three-month period), Provider may be assessed penalties as follows:

- a. 86.0% to 88.0% - Donation with a value not less than \$1,000.00 to a Parish Fire Protection District operating First Responder Services determined by the Quality Assurance Panel following the receipt of a recommendation from the Parish Fire Superintendent.
- b. 83.0% to 85.9% - Donation with a value not less than \$2,500.00 to a Parish Fire Protection District operating First Responder Services determined by the Quality Assurance Panel following the receipt of a recommendation from the Parish Fire Superintendent.
- c. Less than 83.0% - Donation with a value not less than \$5,000.00 to a Parish Fire Protection District operating First Responder Services determined by the Quality Assurance Panel following the receipt of a recommendation from the Parish Fire Superintendent.

The response times will be measured for calculations and assessment of penalties on a quarterly basis, by the Director of the St. Tammany Parish 911 Board, or his designee; and reviewed by the QAP at one of its scheduled meetings. Should Provider fail to meet response times quarterly within any Zones as defined in this Contract, prior to any penalty being assessed, Provider shall be afforded an opportunity to be heard before the Parish Council to show good cause as to why said penalties should not be imposed. If, in the discretion of the Parish Council, Provider demonstrates good cause, it shall be

in the Council's discretion to waive the penalties. It is the intent of both parties that it shall be solely in the discretion of the Parish Council as to whether any penalty is waived and any waiver of penalties by the Council shall not constitute a waiver of any other rights that may be granted it per this contract nor shall it waive the Service Area's right to terminate this contract for successive failures to meet response times by Provider.

It is the intent of all parties hereto that for penalty purposes the response times must be met as stated above on a quarterly basis. It is the intent of the parties that should Provider repeatedly fail to adhere to the response time standards stated, it shall constitute grounds for termination of the Contract.

m. Corporate Citizenship

Provider agrees, when available, to provide ambulance stand-by at no charge for high school/college football games within the geographical boundaries of the Service Areas. Provider agrees to provide such other stand-by service as is requested by the Service Areas for similar events at a reduced charge, except that Provider agrees to provide stand-by services at Parish Government sponsored events free of charge.

n. Maintenance of Vehicles

All ambulances shall at all times be adequately maintained, serviced, and mechanically sound. Provider shall maintain maintenance records that may be inspected by the QAP as requested.

o. Vehicle Locating System and Radio System

Each ambulance within the geographical boundaries of the Service Areas shall be equipped with Global Positioning Satellite (GPS) or equivalent technology and Provider shall maintain all necessary licenses, permits, etc. necessary pursuant to State, Federal, and local laws and regulations to enable Provider to operate said system. Each ambulance shall be equipped with a radio capable of communicating with other emergency service providers via 700 MHz and high-band frequencies, including fire protection and law enforcement agencies operating in the Service Areas. Parish approved emergency service providers shall at all times be permitted to program to provider's frequency (ies).

V. OBLIGATIONS OF THE SERVICE AREA

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) and non-emergency ambulance transportation within the geographical boundaries of the Service Area, 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 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 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.

VI. TERMINATION

a. Termination by the Service Areas

1. Events of Default

Each of the following acts, omissions or occurrences shall constitute an "Event of Default" hereunder:

- i. Failure by Provider to observe and perform in any material way any covenant, warranty, term or provision of this Contract, including those described herein as grounds for termination, which failure shall continue for a period of thirty (30) days after written notice thereof is given to Provider by the affected Service Area specifying such failure and requesting that it be remedied;
- ii. Provider shall cease doing business as a going concern;
- iii. Provider's financial reports to the Parish Council demonstrate financial instability or insolvency.
- iv. Provider shall commence a voluntary case or other proceeding in bankruptcy or seek liquidation, reorganization, arrangement, readjustment of its debts or for any other relief under the federal bankruptcy laws, as amended, or under any other insolvency act or law, state or federal, now or hereafter existing, or shall take any other action indicating its consent to, approval, or acquiescence in any such case or proceeding; Provider shall apply for, or consent to or acquiesce in, the appointment of a receiver, liquidator, custodian, sequestrator, or a trustee for all or a substantial part of its property; Provider shall make an assignment of a substantial portion of its assets for the benefit of its creditors; Provider shall fail, or shall admit in writing its failure to pay its debts generally as such debts become due or; there shall be filed against Provider an involuntary petition in bankruptcy or seeking liquidation, reorganization, arrangement, readjustment of its debts or any other relief under the federal bankruptcy laws, as amended, or under any other insolvency act or law, state or federal, now or hereafter existing, or a receiver, liquidator, custodian, sequestrator, or trustee of Provider for all or a substantial part of its property shall be appointed without the consent or approval of Provider or a warrant of attachment, execution or similar process against any substantial part of the property of

Provider is issued; and the continuance of any such event or events for thirty (30) days undismissed or undischarged or within such thirty (30) days, the entering of an order for relief under the United States Bankruptcy Code.

b. Termination by Provider

1. Events of Default

Each of the following acts, omissions or occurrences shall constitute an "Event of Default" hereunder:

- i. Failure of a Service Area to have the requisite authority to enter into this Contract or to enact any necessary Ordinances for ambulance services as provided for hereunder;
- ii. Failure by a Service Area, by its own fault, to observe or perform any covenant, warranty, term or provision of this Contract;
- iii. The allowance of any additional ambulance service by a Service Area, not mandated by operation of State or Federal law, or resulting from a declared emergency, during the initial 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 initial term or any subsequent renewal of this Contract.

Provider and Service Areas acknowledge and accept the terms and obligations agreed upon in this Contract and shall comply with all provisions herein and with all parish, city, state and federal laws. Failure to comply with the terms of this Contract shall render the Contract voidable at the discretion of the non-violating Party; provided that the Provider is given thirty (30) days advance notice and fifteen (15) days to remedy any default.

Any Notice under this Agreement shall be given by certified mail, return receipt requested to:

PROVIDER:
Acadian Ambulance Service, Inc.
P.O. Box 98000
Lafayette, LA 70509
ATTN: _____, Executive Vice-President

PARISH:
St Tammany Parish Government
PO Box 628
Covington, LA 70434
ATTN: _____, Parish President

PARISH:
St. Tammany Parish Council
PO Box 628
Covington, LA 70434
ATTN: _____, Council
Administrator

VII. INDEMNITY

1. Provider's Indemnity of Service Area

Provider will indemnify, hold harmless and exempt the Service Areas and its and their representatives, officers, agents, servants and employees from and against any and all liability, suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees to the extent arising out of or in any way concerning or incident to any work done by Provider in the performance of this Contract or to the extent arising out of a willful or negligent act or omission of Provider, its officers, agents, servants, and employees (including such individual acting contrary to this Contract).

VIII. AUTHORITY TO ENTER INTO THIS AGREEMENT

1. Authority of Provider

Provider warrants that it has the full corporate authority and power to enter into this Contract, and that its Executive Vice-President is authorized to execute this Contract on behalf of Acadian Ambulance Service Inc.

2. Authority of the Service Area(s)

The Parish represents that the necessary action by the appropriate authorities has been taken to approve this Contract, and the Parish President and Parish Council Chairman are authorized to execute this Contract on behalf of the Parish.

IX. AGREEMENT, MODIFICATION, AND GOVERNING LAW

1. Force Majeure

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; flood; ice & snow; unavailability of adequate fuel, 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.

2. Entire Agreement

This Contract contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous arrangements or understandings with respect thereto, including, but not limited to, the request for proposals issued by the Parish, and Provider's proposal for an advanced life support emergency ambulance service.

3. Modification

No provision of this Contract can be modified, changed, discharged or terminated except by an instrument in writing signed by the party against whom the enforcement of any modification, change, discharge or termination is sought.

4. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the State of Louisiana. Venue for any litigation arising out of this contract shall be the 22nd Judicial District Court, Covington, Louisiana.

5. Partial Enforceability

If any provision of this Contract, or the application of the provision to any entity or circumstance shall be held invalid, the remainder of this Contract, or the application of that provision to entities or circumstances other than those with respect to which it is held invalid, shall not be affected thereby.

TO BE EFFECTIVE THE 20TH DAY OF AUGUST, 2010 .

ACADIAN AMBULANCE SERVICE, INC.

PARISH GOVERNMENT

By: _____
David L. Kelly, Executive Vice-President

By: _____
Kevin C. Davis, Parish President

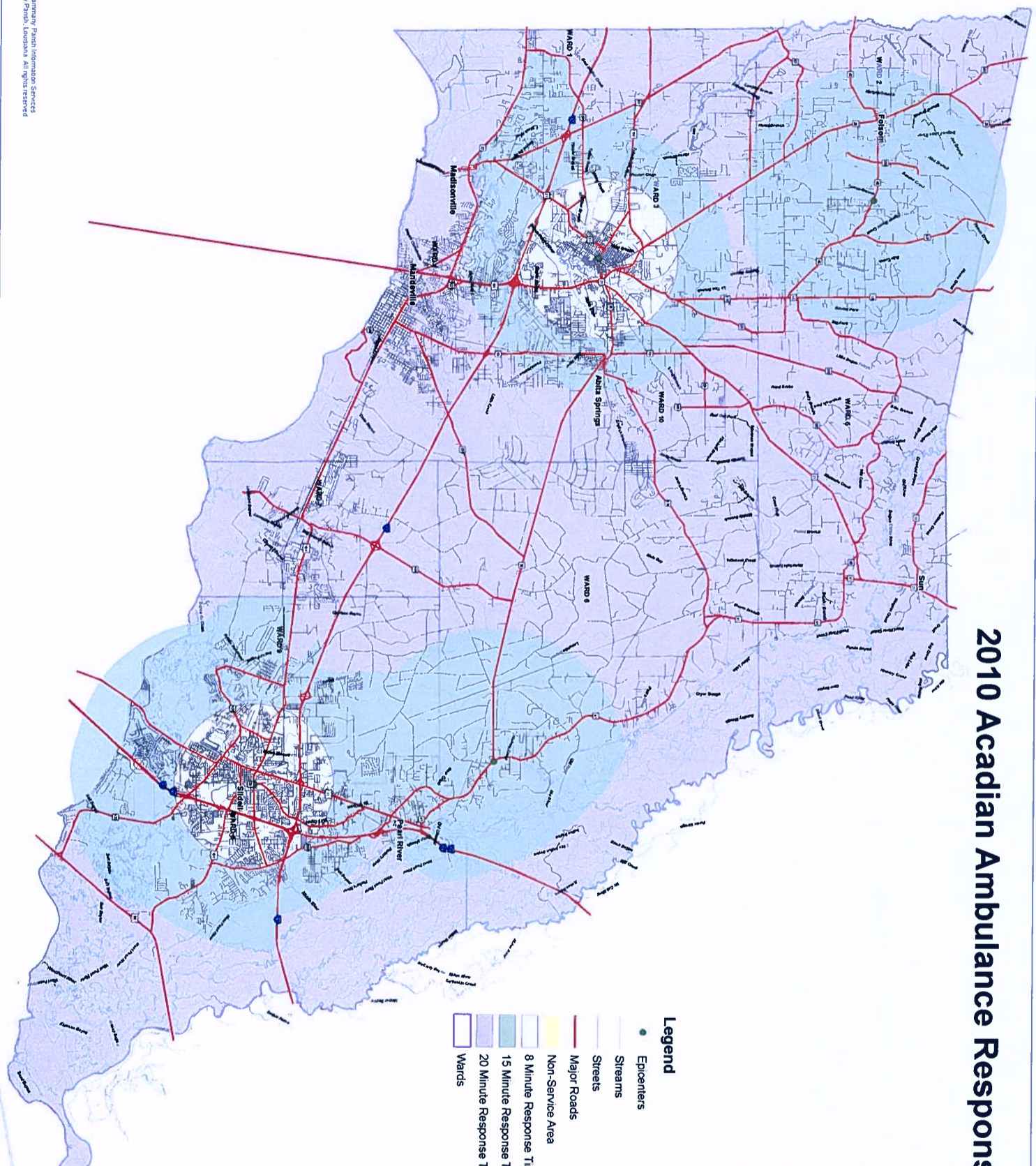
Date: _____

Date: _____

By: _____
Jerry Binder, Parish Council Chairman

Date: _____

2010 Acadian Ambulance Response Plan



- Legend**
- Epicenters
 - Streams
 - Streets
 - Major Roads
 - Non-Service Area
 - 8 Minute Response Time Zone
 - 15 Minute Response Time Zone
 - 20 Minute Response Time Zone
 - Wards



St. Tammany Parish Government
 Central, LA 70344
 Kevin C. Darr,
 President

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 Map Revised April 07, 2010

ACADIAN AMBULANCE SERVICE, INC.
PRICING CATALOG

<u>Description</u>	2010 Rates	
	<u>Amount</u>	<u>Effective Dates</u>
<u>Transports</u>		
ALS2 Emergency	\$ 785.00	January 1, 2010
ALS1 Emergency	\$ 785.00	January 1, 2010
ALS1 Non-Emergency	\$ 785.00	January 1, 2010
BLS Emergency	\$ 785.00	January 1, 2010
BLS Non-Emergency	\$ 530.00	January 1, 2010
Specialty Care Base	\$ 1,085.00	January 1, 2010
<u>Mileage</u>		
Mileage - 0 - 50 miles	\$ 19.00	January 1, 2010
51 - 100 miles	\$ 14.50	January 1, 2010
101 and over	\$ 13.50	January 1, 2010
<u>Standby Rates:</u>		
<u>Unscheduled (Hazardous Material Cleanup)</u>		
First Three Hours	\$ 800.00	February 15, 2005
Each Continuous Additional Hour	\$ 150.00 per Hour	February 15, 2005
<i>*base is only charged once if standby is continuous : base is charged again if standby is closed out after 24 hrs and recalled next day</i>		
<u>Prescheduled</u>		
First Three Hours	\$ 400.00	February 22, 2008
Each Additional 1/2 Hour	\$ 50.00	February 15, 2005
Standby Non-Profit Organization	\$ 50.00 per Hour	February 15, 2005
<u>EMT Contract Rates</u>		
Customary Basic	\$ 30.00	October 16, 2009
Customary Paramedic	\$ 45.00	October 16, 2009
Not for Profit Basic	\$ 25.00	October 16, 2009
Not for Profit Paramedic	\$ 35.00	October 16, 2009
<u>Ancillaries</u>		
Airway Mgmt-Disposable Supplies	\$ 51.00	January 1, 2010
Balloon Pump Administration	\$ 405.00	January 1, 2010
Burn Sheet	\$ 37.00	January 1, 2010
Capnometer	\$ 73.00	January 1, 2010
C-Collar	\$ 51.00	January 1, 2010
CPAP devise with Manometer	\$ 193.00	January 1, 2010
Disaster Bag	\$ 239.00	January 1, 2010
Disposable BVM	\$ 95.00	January 1, 2010
Disposable Splint	\$ 14.00	January 1, 2010
Disposable Supplies/Environ. Protection	\$ 63.00	January 1, 2010
EKG Monitor	\$ 120.00	January 1, 2010
EKG Monitor-Disposable Supplies	\$ 14.00	January 1, 2010
EKG Monitor Pace Pads	\$ 146.00	January 1, 2010
EKG 12 Lead	\$ 120.00	January 1, 2010
Endotracheal Intubation	\$ 63.00	January 1, 2010
EOA	\$ 63.00	January 1, 2010
Extra Ambulance Attendant	\$ 175.00	January 1, 2010
EZ-IO Intraosseous Infusion - disposable needle	\$ 290.00	January 1, 2010
Glucose	\$ 14.00	January 1, 2010

ACADIAN AMBULANCE SERVICE, INC.
PRICING CATALOG

<u>Description</u>	<u>2010 Rates</u>	
	<u>Amount</u>	<u>Effective Dates</u>
IV Set Up/Disposables	\$ 63.00	January 1, 2010
IVAC Pump	\$ 120.00	January 1, 2010
Mast Trousers	\$ 73.00	January 1, 2010
Orthopedic Pad	\$ 37.00	January 1, 2010
Out of Service Area	\$ 120.00	January 1, 2010
Oxygen Mask/Set Up	\$ 116.00	January 1, 2010
O.B. Kit	\$ 73.00	January 1, 2010
Patient Assistant Fee	\$ 175.00	January 1, 2010
Poison Antidote Kit	\$ 57.00	January 1, 2010
Pulse Oximeter	\$ 73.00	January 1, 2010
Rapid Infusion Catheter	\$ 120.00	January 1, 2010
Sterile Water	\$ 24.00	January 1, 2010
Suction Equipment	\$ 14.00	January 1, 2010
Throplex Chest Drainage System	\$ 177.00	January 1, 2010
Ventilator	\$ 717.00	January 1, 2010
Visidex Strip / Regeant Strip	\$ 14.00	January 1, 2010
<u>Medication</u>		
Adenosine (Adenocard - 6mg)	\$ 83.00	January 1, 2010
Amidate 2mg/ ml 20cc vial	\$ 63.00	January 1, 2010
Amiodarone	\$ 34.00	January 1, 2010
Aminophyllin	\$ 34.00	January 1, 2010
Aspirin	\$ 4.00	January 1, 2010
Atropine Sulfate	\$ 34.00	January 1, 2010
Benadryl	\$ 34.00	January 1, 2010
Brethine	\$ 34.00	January 1, 2010
Bretyol	\$ 63.00	January 1, 2010
Calcium Chloride	\$ 34.00	January 1, 2010
D5W 1,000 CC	\$ 51.00	January 1, 2010
Decadron	\$ 63.00	January 1, 2010
Demerol/Meperdine	\$ 34.00	January 1, 2010
Dextrose	\$ 39.00	January 1, 2010
Diltiazem	\$ 35.00	January 1, 2010
Dopamine	\$ 51.00	January 1, 2010
Epinephrine	\$ 34.00	January 1, 2010
Epinephrine 30mg	\$ 51.00	January 1, 2010
Fentanyl	\$ 35.00	January 1, 2010
Glucagon	\$ 177.00	January 1, 2010
Inderal (Propranolol)	\$ 34.00	January 1, 2010
Ipratropium Bromide	\$ 34.00	January 1, 2010
Isuprel	\$ 39.00	January 1, 2010
Ketamine Hcl, 10mg/ ml 20 ml vial	\$ 51.00	January 1, 2010
Ketorolac	\$ 51.00	January 1, 2010
Labetalol	\$ 51.00	January 1, 2010
Lasix	\$ 34.00	January 1, 2010
Lidocaine	\$ 34.00	January 1, 2010
Lidocaine, 20%	\$ 39.00	January 1, 2010
Lorazepam 2mgs	\$ 51.00	January 1, 2010
Magnesium Sulfate	\$ 34.00	January 1, 2010
Metoprolol	\$ 34.00	January 1, 2010
Morphine Sulfate	\$ 34.00	January 1, 2010
Narcan, 2mg	\$ 83.00	January 1, 2010
Nitro Tab	\$ 4.00	January 1, 2010
Nitroglycerin Injection	\$ 51.00	January 1, 2010

ACADIAN AMBULANCE SERVICE, INC.
PRICING CATALOG

<u>Description</u>	<u>2010 Rates</u>	
	<u>Amount</u>	<u>Effective Dates</u>
Nitrol Ointment	\$ 34.00	January 1, 2010
Nitropress	\$ 34.00	January 1, 2010
Normal Saline 1,000 cc	\$ 51.00	January 1, 2010
Phenylephrine	\$ 34.00	January 1, 2010
Ondansetron	\$ 35.00	January 1, 2010
Procinamide HCl	\$ 34.00	January 1, 2010
Promethazine	\$ 34.00	January 1, 2010
Albuterol (Nebulizer always used)	\$ 34.00	January 1, 2010
Racepinephrine	\$ 34.00	January 1, 2010
Ranitidine	\$ 34.00	January 1, 2010
Ringers Lactate 1,000 cc	\$ 63.00	January 1, 2010
Sodium Bicarbs	\$ 39.00	January 1, 2010
Solu-Medrol 1 gram	\$ 51.00	January 1, 2010
Succinylcholine 20 mg	\$ 4.00	January 1, 2010
Thiamine	\$ 34.00	January 1, 2010
Toradol	\$ 34.00	January 1, 2010
Valium	\$ 34.00	January 1, 2010
Verapamil	\$ 34.00	January 1, 2010
Versed, 5mg/ ml 1 ml vial	\$ 51.00	January 1, 2010
Zemuron 10 mg/ ml 10ml vial	\$ 51.00	January 1, 2010
<u>Air Med Rotor Wing Services</u>		
Air Med Base Rate	\$ 6,886.00	January 1, 2010
Air Med Mileage	\$ 95.00	January 1, 2010
Emergency Flight Team Hourly	\$ 3,675.00	1.0 hr. min. January 1, 2010
Emergency Flight Team Base Rate	\$ 3,675.00	January 1, 2010
Offshore Hourly Rate	\$ 17,500.00	1.0 hr. min. January 1, 2010
Out of service area	\$ 567.00	January 1, 2010
Physicians fees	\$ 840.00	January 1, 2010
Helicopter Ground service	\$ 567.00	January 1, 2010
Night Vision Goggle Charge	\$ 2,500.00	January 1, 2010
Helicopter stand-by –base rate	\$ 17,500.00	January 1, 2010
Helicopter stand-by –flight hour	\$ 2,500.00	2.0 hr min. January 1, 2009
Helicopter stand-by –hourly (on scene)	\$ 225.00	January 1, 2009
<u>Air Services - Fixed Wing</u>		
Charter Flight service B200	\$ 1,650.00	January 1, 2009
Charter Flight service Lear 35	\$ 2,600.00	January 1, 2009
Charter Flight Standby - Hourly	\$ 70.00	January 1, 2009
Charter Flight Standby - Hourly - Lear 35	\$ 125.00	January 1, 2009
Excise Tax on Charter Only	0.75%	January 1, 2009
Medical Flight Base rate	\$ 2,800.00	January 1, 2009
Medical Flight service (roundtrip mileage)	\$ 8.50	January 1, 2009
Ground Ambulance service	\$ 500.00 (per trip)	January 1, 2009
International Customs fees	\$ 2,800.00	January 1, 2009
Overnight Air Medical Team	\$ 575.00	January 1, 2009
Overnight Charter	\$ 350.00	January 1, 2009
2nd Pilot Rate	\$ 475.00	January 1, 2009