CONTRACT FOR EMERGENCY AND NON-EMERGENCY AIR AND GROUND AMBULANCE SERVICES

PARISH OF ST. TAMMANY
AND INCLUDING
ANY MUNICIPALITY CHOOSING TO PARTICIPATE VIA INTERGOVERNMENTAL AGREEMENT

I. RECITALS

This Contract for Emergency and Non-Emergency Air and Ground Ambulance Services Parish of St. Tammany and Including any Municipality Choosing to Participate via Intergovernmental Agreement ("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 1st day of January, 2027, for the exclusive provision of emergency ambulance services (excluding St. Tammany Parish Fire District 3, 4, and 11), non-emergency ambulance services or stretcher transportation services, air ambulance services, within all of St. Tammany Parish as defined on executed date of this contract.

WHEREAS, the Parish is authorized pursuant to Louisiana Revised Statutes 33:4791.1, and other applicable provisions of Louisiana law to license, control regulate, and contract for privately operated ambulance services, emergency medical services, and all aspects attendant to ambulance operations within its jurisdiction, including the authority to establish service standards, regulate entry into the business, provide limited or exclusive access to the Parish's emergency communications system, and grant an exclusive franchise when necessary to further the public policies of the State of Louisiana; and

WHEREAS, the Parish has determined that granting an exclusive franchise for ambulance and emergency medical services is necessary to protect the public health, safety, and welfare by ensuring medically acceptable, reliable, coordinated, and responsive ambulance services throughout the Service Areas.

WHEREAS, the Provider represents that it is duly licensed and qualified to provide the services contemplated by this Contract and is willing to provide such services subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

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, and established St. Tammany Parish Pre-hospital treatment 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 EMT.

e. Caregiver:
"Caregiver" shall mean, individually and collectively, an EMT, Advanced EMT, or Paramedic

f. Certified EMT
"Certified EMT" means an individual who has successfully completed an EMT training program developed and promulgated by the United States Department of Transportation and adopted by the Louisiana bureau of EMS, who is nationally registered, and who is certified / licensed by the bureau.

g. Certified Advanced EMT:
"Certified Advanced EMT" means any individual who has successfully completed an Advanced EMT training program developed and promulgated by the United States Department of Transportation and adopted by the Louisiana bureau of EMS, who is nationally registered, and who is certified / licensed by the bureau who is capable of providing ALS skills and care.

h. Certified Paramedic:
"Certified Paramedic" means any individual who has successfully completed a paramedic training program developed and promulgated by the United States Department of Transportation and adopted by the Louisiana bureau of EMS, who is nationally registered, and who is certified/ licensed by the bureau who is capable of providing ALS skills and care.

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.

I. Non-Emergency Patient:
"Non-emergency" means all medical care and transportation that is not an emergency in nature as defined above. This is not intended to mean patients that have called for emergency ambulance service and the Fire-EMS unit at scene has determined it to be of non-emergency nature.

m. Owner-Operator:
"Owner" or "Operator" means any person who owns, controls, or operates an ambulance or air 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, performing blood pressure checks, 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 staffed with paramedic with fully visual and audible warning signals operated by Provider. The primary purpose of which is to respond to the scene of a medical emergency to provide emergency medical stabilization or ALS support, or command, control, and communications, but which is not an ambulance designed or intended for the transport or a patient regardless of its designation.

q. Zone]:
"Zone l" shall mean the incorporated city limits of Covington, LA and Slidell, LA.

r. Zone 2:
"Zone 2" shall mean all other locations in St. Tammany Parish, Louisiana excluding St. Tammany Parish Fire Districts 3, 4, and 11.

s. Catastrophic Event:
"Catastrophic Event" means any sudden, extensive, or notable disaster, misfortune, unexpected increase in requests for ambulances due to system call overload that deplete scheduled resources and/or Mass Casualty Incidents with more than 5 patients at any given time.

T. Bureau
"Bureau" shall mean Louisiana Bureau of Emergency Medical Services.

U. State:
"State" means the specific state within the United States where the services under this Contract are to be performed, as designated in the applicable section of this Contract or in any related documentation or statement of work.

V. Federal:
"Federal" means the government of the United States of America, including its agencies, departments, and any applicable federal laws, regulations, and guidelines that govern the performance of services under this Contract.

W. Certification Requirements:
"Certification Requirements" means all applicable state and federal laws, regulations, guidelines, and standards governing the certification, licensing, and operation of emergency medical services (EMS) personnel, ambulance services, and related medical transportation providers. This includes, but is not limited to, requirements for personnel qualifications, vehicle standards, operational protocols, and compliance with health and safety regulations imposed by state authorities and relevant federal agencies, such as the
U.S. Department of Transportation and the Centers for Medicare & Medicaid Services (CMS).

Ill. TERM

The term of this Contract shall be four (4) years beginning January 1, 2027. Upon expiration of the original term, this Contract may be renewable for two (2) additional four (4) year terms 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
1. Provider shall provide exclusive non-emergency Advanced Life Support and Basic Life Support within all of St. Tammany Parish and emergency Advanced Life Support ambulance service within the geographical boundaries of the Service Areas for the duration of this agreement.

2. In addition to ground ambulances, Acadian is to be the exclusive primary provider of rotor wing air ambulance service transports which originate within the geographic boundaries of the Service Areas dispatched through the 911 system or by any employee or volunteer first responder of the Parish or any of the Service Areas, and including any person working for or in a facility receiving local funding to subsidize such facility's operations and /or revenue, and as such shall also have medical helicopter support available to assist in critical situations when patients require expedient transport to appropriate medical facilities. If Acadian is unable to provide the necessary air support, then Acadian shall call for a backup provider. Residents of the Service Areas shall have access to (assuming the appropriate need and subject to availability) Provider's Medical fixed wing air ambulance aircraft.

Provider agrees that for the duration of this Contract it shall be obligated to maintain at least one medically configured Advanced Life Support helicopter stationed within fifty (50) miles of the Parish line and available twenty-four (24) hours per day. Provider further agrees that it shall be obligated to maintain a backup Advanced Life Support helicopter on a full-time twenty-four (24) hour basis within ninety (90) air miles of the St Tammany Parish line. The helicopters shall be staffed at all times by a FAA licensed pilot and Nationally Registered Paramedic and /or Registered Nurse.

b. Insurance Required

Prior to commencing operations under this Contract, Provider shall file with the Parish Office its 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 an annual basis.

2. **Commercial General Liability (CGL):** $1,000,000 per occurrence and $2,000,000 in the aggregate, covering bodily injury, personal injury, and property damage.

3. **Commercial Automobile Liability:** $1,000,000 (ONE MILLION DOLLARS) combined single limit per occurrence for all owned, leased, hired, and non-owned vehicles used in transportation.

4. **Professional Liability Insurance (Medical Malpractice)**
Provider shall maintain professional liability (medical malpractice) insurance covering acts, errors, or omissions committed or alleged to have been committed by Contractor/Provider or any of its employees, agents, or subcontractors during the term of this Contract. **Minimum Limits:** $100,000 (ONE HUNDRED THOUSAND DOLLARS) per occurrence / claim, and $300,000 (THREE HUNDRED THOUSAND DOLLARS) in the annual aggregate. **Louisiana Patient's Compensation Fund (PCF)** Contractor/Provider must be fully qualified under the Louisiana Medical Malpractice Act (RS 40:1231.1 et seq.). This requires active enrollment and good standing in the Louisiana Patient's Compensation Fund (PCF) throughout the entire term of this Contract.

5 **Workers' Compensation and Employer's Liability:** Statutory limits as required by Louisiana law, with Employer's Liability limits of at least $100,000 (ONE HUNDRED THOUSAND DOLLARS) per accident

In the event that Provider is self-insured, it shall provide evidence of self-insurance along with proof of adequate excess insurance. 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 and air ambulance service assigned to operate in the parish shall be current and compliant with all federal, state, and local law requirements.

d. Emergency Medical Technicians

1. No ambulance or air ambulance shall transport an emergency patient with the transport originating in or from the geographical boundaries of the Service Areas unless it is Advanced Life Support capable of providing Advanced Life Support Services and whose crew shall be in compliance with Federal, State, and Local 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 they are in compliance with Federal, State, and local requirements. No person shall provide services in any capacity without holding a valid certification of cardiopulmonary resuscitation issued by the American 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:

1. The caregiver is a person of at least eighteen (18) years of age.

11. The caregiver 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.

111. 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 in compliance with Federal, State, and local requirements.

e. Standards for Ambulance Equipment

1. Provider warrants that each ground and air ambulance shall at all times when in use have available essential equipment as required by Federal, State, and local requirements.

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 two (2) above defined Zones.

4. Provider shall maintain National Incident Management System **(NIMS)** compliance.

5. Provider agrees that for the duration of this Contract it shall be obligated to maintain at least one (1) medically configured Advanced Life Support helicopter stationed within fifty (50) miles of the Parish line and available twenty-four (24) hours per day. Provider further agrees to maintain a backup Advanced Life Support helicopter on a full-time twenty-four (24) hour basis within 90 air miles of the St Tammany Parish line. The helicopters shall be staffed at all times by a FAA licensed pilot and Nationally Registered Paramedic and /or Registered Nurse.

6. So long as there is no exit from this Contract 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 provide a minimum of ten (10) ALS ambulances during "peak times" and six (6) ALS ambulances during "off peak times" as determined by Acadian for emergency response.

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.

7. Provider shall demonstrate a willingness to negotiate and utilize Mutual Aid Agreements with Fire Department EMS/Ambulance agencies of St. Tammany Parish Fire Districts 3, 4, and 11, as defined on execution date of this contract.

8. Provider acknowledges that on occasion, a fire protection district "EMR" operating within "service areas" will arrive on scene of an emergency patient and begin providing care to the patient and utilize expendable supplies in the treatment of the patient until provider arrives to continue treatment and transport of the patient to the hospital. Provider will make reasonable efforts to replenish utilized expendable supplies that are common to provider on said emergency patient to that EMR service provider. This excludes provider replenishing expendable supplies to EMR responders of St. Tammany Fire Protection Districts 3, 4, and 11 who operate EMS/Ambulances.

g. Review of Rates and Financial Information

1. 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 Parish for review. To the extent the Parish, upon review, believes the rates are inconsistent with the authority of Provider contained herein the Parish shall have fifteen (15) days to object and provide the reason for its objection. If written objection is not presented within fifteen (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 sixteenth (16^{th}) day. During each year of this Contract, 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 Parish. A statement of said fees for the initial year of this Contract is attached hereto. 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 Parish. 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 Parish 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.

2. Upon request, Provider shall permit the Parish or its auditor's reasonable access to review its financial records, books, documents, papers, files, or other records, that are pertinent, during normal business hours upon reasonable advance written notice and which shall only be revealed and discussed in executive or confidential session. In addition, the Parish 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. Upon request, Provider shall present to the Parish, in executive or confidential session, the annual audit of owner/operator's financial statements and activities. 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 only in Executive or Confidential Session of the Parish and that such materials not be disclosed or discussed outside of same.

h. Desired Response Reliability Standards: Zones coverage

I. Provider shall produce a maximum quarterly average response time of eight minutes and fifty-nine seconds (08:59) of all emergency responses originating within the Zone 1.

2. Provider shall produce a maximum quarterly average response time of fifteen minutes and fifty-nine seconds (15:59) of all emergency responses originating within the Zone 2.

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 fifteen (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 wil1 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 acute-care medical hospitals in the Parish, which designees shall be Board Certified Emergency physicians and/or emergency nurses and/or emergency medical paramedics; (2) The Chairman 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 (1) 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. Mutual aid calls to assist FD 3, 4, or 11, will be included and counted towards the multiple call exceptions.

10. Extended emergency "wall time" at a hospital pending transfer of care to hospital staff of a delivered 911 emergency care patient.
11. Responses to calls at the request of Police or Fire services for the sole purpose of obtaining a refusal of treatment/transport document
12. Any delay in response as a result of a unit being actively assigned on a mutual aid call to assist FD 3, 4, or 11 response area at the time the late call originates.

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 either of the zones described in this Contract, within a given quarter (three (3) month period), Provider may be assessed penalties as follows.

Zone 1

Stipulated damages in the amount of five hundred and 00/100 Dollars ($500) for each sixty (60) seconds by which Provider exceeds the 08:59 minute quarterly average response time requirement for Zone 1, payable to the Parish.

Zone2

Stipulated damages in the amount of five hundred and 00/100 Dollars ($500) for each sixty (60) seconds by which Provider exceeds the 15:59 minute quarterly average response time requirement for Zone 2, payable to the Parish.

The response times will be measured for calculations and assessment of penalties on a quarterly basis 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 rates described in attached exhibit B, except that Provider agrees to provide stand-by services at Parish Government sponsored events within emergency response area of "Service Area" 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 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). So long as there is no exit from this Contract 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, and Provider has the ability to do so, Provider shall provide electronic dashboard to the St Tammany Parish Fire Dispatch to assist in reducing response time efforts.

V. OBLIGATIONS OF THE SERVICE AREA

The Service Areas shall instruct and inform all interested parties (including parish 911 director, STP Fire Dispatch, etc.) that provider shall be the exclusive ground and air ambulance service for all emergency (911 and other) service within the geographical boundaries of the "Service Areas" except as provided below, and all non-emergency ground ambulance or stretcher transportation service within all of St. Tammany Parish. 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 ground and air 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 air or ground ambulance service operation, including but not limited to, referral to the Sheriffs 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 air and ground 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, or until dismissed. 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 Service Areas, by its own fault, to observe or perform any covenant, warranty, term or provision of this Contract;

iii. The allowance of any additional ground or air ambulance service by Service Areas, (excluding St Tammany Parish Fire EMS Dispatch to FD Districts 3, 4, and 11 for mutual aid as requested by Provider 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.

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 Contract shall be given by certified mail, return receipt requested to:

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

With a Copy to:
Acadian Ambulance Service, Inc.
P.O. Box 98000
Lafayette, LA 70509
ATTN: Contracts Department
Email: contracts@acadian.com

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 Parish and Service Area

Provider will indemnify, hold harmless and exempt the Parish and 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 CONTRACT

I. Authority of Provider

Provider warrants that it has the full corporate authority and power to enter into this Contract, and that its Regional 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; Catastrophic Event; flood; ice & snow; unavailability of adequate fuel, staff or manpower, 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. Exclusive venue and jurisdiction 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.

6. Non-Appropriation

The continuation of this Contract is contingent upon the appropriation of funds by Parish to fulfill the requirements of the Contract. If the Parish fails to appropriate sufficient monies to provide for the continuation of this Contract, or if such appropriation is reduced by the veto of the Parish President by any means provided in the appropriations ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

TO BE EFFECTIVE THE 1st day of January 2027.

Acadian Ambulance Service, Inc.

By:_____

Name:_____

Title:_____

Date:_____

St. Tammany Parish Government

By:_____

Name:_____

Title:_____

Date:_____

St. Tammany Parish Government

By:_____

Name:_____

Title:_____

Date:_____

Exhibit A- Pricing Catalog

ACADIAN AMBULANCE SERVICE, INC.
PR/ONG CATALOG for 2026
LOUISIANA

Description			Effective Dat•
Transports			
AL52 Emergency	$2,224.00		1/1/2026
AL51 Emergency	$2,224.00		1/1/2026
AL51 Non-Emergency	$2,224.00		1/1/2026
BLS Emergency	$2,224.00		1/1/2026
BLS Non-Emergency	$1,517.00		1/1/2026
Specialty Care Base	$3,935.00		1/1/2026
Ambulance Response, treatment without transport	$506.00		1/1/2026
Mileage			
Mileage - 0 - SO miles	$48.27	per mile	1/1/2026
51 - 100 miles	$48.27		1/1/2026
101 and over	$48.27		1/1/2026
Standb Rates:			
Unscheduled Hazardous Material Oeanu			
First Three Hours	$2,357.00		1/1/2026
Each Continuous Additional Hour	$472.00	per hour	1/1/2026
Prescheduled			
First Three Hours	$1,180.00		1/1/2026
Each Additional 1/2 Hour	$153.00		1/1/2026
Standby Non-Profit Organization	$120.00	per hour	1/1/2026
EMT Contract Rates			
Customary Basic	$94.00		1/1/2026
Customary Paramedic	$137.00		1/1/2026
Not for Profit Basic	$60.00		1/1/2026
Not for Profit Paramedic	$85.00		1/1/2026
Ancillaries			
Airvo device	$2,156.00		1/1/2026
Airway Mgmt-Disposable Supplies	$160.00		1/1/2026
Bariatric Stretcher	$645.00		1/1/2026
BiPAP	$2,156.00		1/1/2026
Burn Sheet	$114.00		1/1/2026
Capnometer	$226.00		1/1/2026

•base is only charged once if standby is continuous: base is charged again if standby is dosed out after 24 hrs and rerolled next day

Dextrose	$120.00	1/1/2026
Diltiazem	$110.00	1/1/2026
Dobutamine	$50.00	1/1/2026
Dopamine	$159.00	1/1/2026
Droperidol	$152.00	1/1/2026
Epinephrine	$108.00	1/1/2026
Epinephrine 30mg	$159.00	1/1/2026
Famotidine	$14.00	1/1/2026
Fentanyl	$110.00	1/1/2026
Glucagon	$535.00	1/1/2026
Heparin	$14.00	1/1/2026
Ipratropium Bromide	$108.00	1/1/2026
Ketamine Hd, l0mg/ ml 20 ml vial	$159.00	1/1/2026
Ketorolac	$65.00	1/1/2026
L.abetalol	$159.00	1/1/2026
L.asix	$14.00	1/1/2026
Levetiracetam	$14.00	1/1/2026
Lidocaine	$108.00	1/1/2026
Lidocaine, 20"/4	$120.00	1/1/2026
Lorazepam	$77.00	1/1/2026
Magnesium Sulfate	$108.00	1/1/2026
Mannitol, 20"/4	$30.00	1/1/2026
Metoprolol	$108.00	1/1/2026
Morphine Sulfate	$24.00	1/1/2026
Narcan, 2mg	$254.00	1/1/2026
Nitro Tab	$14.00	1/1/2026
Nitroglycerin Injection	$159.00	1/1/2026
Nitrol Ointment	$108.00	1/1/2026
Nitropress	$108.00	1/1/2026
Norepinephrine	$108.00	1/1/2026
Normal Saline 1,000 cc	$159.00	1/1/2026
Ondansetron	$110.00	1/1/2026
Oxymetazoline	$108.00	1/1/2026
Packed Red Blood Cells	$707.00	1/1/2026
Pitocin	$14.00	1/1/2026
Potassium Chloride	$30.00	1/1/2026
Propofol, lg	$87.00	1/1/2026
Albuterol (Nebulizer always used)	$108.00	1/1/2026
Ringers Lactate 1,000 cc	$194.00	1/1/2026
Sodium Bicarbs, 8.4%	$120.00	1/1/2026
Sodium Bicarbs, 4.2%	$67.00	1/1/2026
Solu-Cortef	$180.00	1/1/2026
Solu-Medrol 1 gram	$159.00	1/1/2026
Succinylcholine 20 mg	$14.00	1/1/2026
Tranexamic Acid	$159.00	1/1/2026
Vecuronium	$108.00	1/1/2026

Versed, 5mg/ ml 1 ml vial	$81.00		1/1/2026
Zemuron 10 mg/ ml 10ml vial	$159.00		1/1/2026
Air Med Rotor Wine:Services			
Air Med Base Rate	$35,452.00		1/1/2026
Air Med Mileage	$355.00		1/1/2026
Emergency Flight Team Hourly	$7,735.00	1.0 hr. min.	1/1/2026
Emergency Flight Team Base Rate	$7,735.00		1/1/2026
Offshore Hourly Rate	$32,610.00	1.0 hr. min	1/1/2026
Out of service area	**$1,061.00**		1/1/2026
Night Vision Goggle Charge	**$4,651.00**		1/1/2026
Helicopter stand-by -base rate	$32,553.00		1/1/2026
Helicopter stand-by -flight hour	$4,651.00		1/1/2026
Helicopter stand-by -hourly (on scene)	**$421.00**		1/1/2026
Air Services - Fixed Wing			
Charter Flight service B200	$2,946.00		1/1/2026
Charter Flight service Lear 45	$4,851.00		1/1/2026
Charter Flight service Citation XLS	$5,343.00		1/1/2026
Charter Flight Standby - Hourly - B200	$104.00		1/1/2026
Charter Flight Standby - Hourly - Lear 45	$168.00		1/1/2026
Charter Flight Standby - Crew Charge - Dual - B200	$1,462.00		1/1/2026
Charter Flight Standby - Crew Charge - Dual - Lear 45	$2,097.00		1/1/2026
Charter Flight Standby - Crew Charge - Single	$693.00		1/1/2026
Excise Tax on Charter Only	7.50%		1/1/2026
Medical Flight Base rate	$7,623.28		1/1/2026
Medical Flight service (roundtrip mileage)	$22.22		1/1/2026
Medical Flight - Crew Charge - 8200	$1,462.00		1/1/2026
Medical Flight - Crew Charge - Lear	$2,097.00		1/1/2026
Ground Ambulance service	$1,155.00	(per trip)	1/1/2026
International Customs fees	$3,696.00		1/1/2026
overnight Air Medical Team	$665.00		1/1/2026
overnight Charter	$723.00		1/1/2026