

STATE OF LOUISIANA
CITY OF WEST MONROE

ORDINANCE NO. _____

MOTION BY: _____

SECONDED BY: _____

AN ORDINANCE TO AUTHORIZE THE AMENDMENT OF SECTION 10-3001 OF THE CODE OF ORDINANCES, CITY OF WEST MONROE, LOUISIANA, RELATING TO AMBULANCE SERVICES, TO ADOPT THE UNIFORM AMBULANCE SERVICE ORDINANCE IN ORDER THAT THERE IS A SOLE LICENSED PROVIDER FOR AMBULANCE SERVICE WITHIN OUACHITA PARISH, LOUISIANA, WITH THE UNIFORM REGULATION OF THAT AMBULANCE SERVICE THROUGH OUACHITA PARISH; TO DEFINE CERTAIN TERMS; TO ESTABLISH PROHIBITED ACTS; TO ESTABLISH PENALTIES FOR VIOLATIONS; TO ESTABLISH AN AMBULANCE SERVICE ADVISORY BOARD; TO ESTABLISH TERMS AND CONDITIONS OF THE LICENSE FOR PROVISION OF AMBULANCE SERVICES; TO PROVIDE FOR THE REPEAL OF THE PREVIOUS EXISTING SECTION; TO PROVIDE FOR AN EFFECTIVE DATE; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Section 10-3001 of the Code of Ordinances, City of West Monroe, Louisiana, is hereby amended, to hereafter read as follows:

“Sec. 10-3001. – Ambulance Services

ARTICLE I: In General.

Section 1. Name.

The provisions of this Section shall be known as the “Uniform Ambulance Service Ordinance.”

Section 2. Purpose and Intent.

In order to ensure that quality ambulance service is available to all residents of Ouachita Parish, this Ordinance is intended to provide for the license of a sole licensed provider for ambulance service in Ouachita Parish, Louisiana, and to provide for the uniform regulation of ambulance service throughout Ouachita Parish.

Section 3. Findings and Declaration.

In accordance with La. R.S. 33:4791.1, the City of West Monroe does hereby find and declare the following:

- (A) The provision of consistent high quality emergency and non-emergency ambulance service, and any and all aspects attendant to emergency and non-emergency operations provided by qualified personnel with Advanced Life Support equipment, is essential to health, safety and welfare of the citizens and people within Ouachita Parish.
- (B) Exclusive access by an ambulance service, for the provision of emergency medical services, to the 911 or other emergency communication dispatcher in Ouachita Parish is essential to maintaining quick response time and consistence of care.

- (C) It is in the best interest of the citizens of Ouachita Parish, including those of the City of West Monroe, to license, in accordance with the provisions of this Ordinance, an exclusive provider of emergency and non-emergency ambulance service in Ouachita Parish. Such an exclusive license will best allow the City of West Monroe, the City of Monroe and the Ouachita Parish Police Jury to demand accountability and performance from that provider with respect to response times, and to guarantee the stability and accessibility of ambulance service in Ouachita Parish for a set term.

Section 4. Territorial Applicability.

Upon adoption by the City of West Monroe, the provisions of this Ordinance shall become effective on January 1, 2027, within the municipal limits of the City of West Monroe.

Section 5. Cooperation with other local governing authorities.

The City of West Monroe authorizes its Mayor to enter into such Local Services Agreements and/or Cooperative Endeavor Agreements with the governing authority(ies) of any municipality(s) and with the Ouachita Parish Police Jury as are necessary and proper to use the Ouachita Council of Governments (“OCOG”) and the OCOG Ambulance Service Advisory Board to periodically select and license a sole provider of ambulance service in Ouachita Parish and to provide for the uniform regulation and oversight of such service throughout Ouachita Parish pursuant to the provisions of this Ordinance.

Section 6. Definitions

6.1. ADVANCED LIFE SUPPORT (ALS)

- A) **ADVANCED LIFE SUPPORT TRANSPORT** – means transportation by ground ambulance vehicle permitted at the ALS level by the State and Parish, medically necessary supplies and services and either an ALS assessment by ALS personnel or the provision of at least one ALS intervention. Patients with emergency medical conditions as defined in 6.7 shall be provided with ALS Transport.
- B) **ADVANCED LIFE SUPPORT ASSESSMENT** – means an assessment performed by an ALS crew as part of an emergency response that was necessary because the patient’s reported condition at the time of dispatch suggested that ALS intervention was needed. An ALS assessment does not necessarily result in a determination that the patient requires an ALS level of service.
- C) **ADVANCED LIFE SUPPORT INTERVENTION** – means a procedure that is in accordance with State and local laws, beyond the scope of authority of an Emergency Medical Technician. These procedures include, but are not limited to:
- Intravenous therapy
 - Manual defibrillation/cardioversion
 - Endotracheal intubation
 - Central venous line insertion or monitoring
 - Cardiac pacing
 - Chest decompression
 - Surgical airway
 - Intraosseous lines
 - Intravenous, intramuscular or subcutaneous medication administration
 - Inhalation, sublingual or rectal medication administration
 - Monitoring of pulse oximetry
 - Monitoring of end-tidal carbon dioxide
- D) **ADVANCED LIFE SUPPORT PERSONNEL** – means an individual trained to the level of Advanced EMT or Paramedic as defined by State laws

and regulations, who is qualified to perform enhanced advanced skills that include being able to administer a limited number of medications and perform other interventions.

E) **ADVANCED LIFE SUPPORT AMBULANCE SERVICE** – means the level of service attained when (i) the Ambulance Service Provider is licensed as an advanced life support ambulance service by the Louisiana Bureau of EMS and (ii) the Ambulance Service Provider’s vehicles are permitted as advanced life support vehicles by the Louisiana Bureau of EMS and each Ambulance is occupied by at least one ambulance driver certified as an EMT, Advanced EMT or Paramedic, and at least one patient attendant minimally certified as a Paramedic by the Louisiana Bureau of EMS.

6.2. **BASIC LIFE SUPPORT (BLS)** – means transportation by ground ambulance vehicle and medically necessary supplies and services, plus the provision of BLS procedures as defined by the Louisiana Bureau of EMS. The ambulance must be staffed by a driver who is, at a minimum, qualified as an EMT and a patient attendant who is, at a minimum, qualified as an EMT.

6.3. **AMBULANCE BOARD**
OCOG, in conjunction with the Ambulance Advisory Board, shall administer the Operations Contract and serve as the regulatory entity for the ambulance ordinances and all medical transportation providers within the Parish.

6.4. **CONTRACT ADMINISTRATOR**
Shall mean the person appointed by OCOG to administer the ambulance Ordinance and Operations Contract. All communications between the Parish, Cities, OCOG, and the Licensed Ambulance Provider will be facilitated by the Contract Administrator. OCOG Ambulance Committee shall fix the compensation, if any, of the Contract Administrator.

6.5. **AMBULANCE AND MEDICAL TRANSPORTATION VEHICLES**

AMBULANCE. Means any authorized emergency vehicle, permitted as an ambulance by the State Bureau of EMS, 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. The Licensed Ambulance Provider may use ambulances for Non-Ambulance Medical Transportation Service (NAMTS) but NAMTS providers may not transport Patients as defined in Section 6.24 in NAMTS vehicles. OCOG, upon recommendation of the Ambulance Advisory Committee, may establish minimum standards for all medical transportation vehicles, including, but not limited to: ALS Ambulance Vehicles; BLS Ambulance Vehicles; and Emergency Medical Response Vehicles (“EMRVs”).

NON-AMBULANCE MEDICAL TRANSPORTATION VEHICLE. Means any wheelchair van or similar non-ambulance vehicle operated by a Non-Ambulance Medical Transportation Service (NAMTS) provider. NAMTS providers may not transport Patients as defined in Section 6.24 in NAMTS permitted vehicles. OCOG, upon recommendation of the Ambulance Advisory Committee, may establish minimum standards and licensing requirements for all Non-Ambulance Medical Transportation Vehicles.

6.6. **AMBULANCE SERVICE OR AMBULANCE PROVIDER**

"Ambulance service" or "ambulance provider" means any person, firm, association, or government entity licensed by the State Bureau of EMS, owning, controlling, or operating any business or service which furnishes, operates, conducts, maintains, advertises, engages in, proposes to engage in, or professes to engage in the business or service of transporting, in ambulances, individuals who may need medical attention during transport. This applies to Emergency Ambulance Calls and Non-Emergency Ambulance Calls. However, "ambulance service" and "ambulance provider" shall not include any of the following:

- A) A volunteer nonprofit organization or municipal nonprofit organization operating an invalid coach or coaches.
- B) An entity rendering assistance to a licensed ambulance or ambulances in the case of a major disaster.
- C) A licensed hospital providing non-ambulance transportation when such transportation originates at a licensed hospital.
- D) A licensed hospital providing non-emergency transportation from its campus to a long-term care or rehabilitation facility.
- E) An entity operating an ambulance or ambulances from a location outside of the state to transport patients from a location outside of the state to a location inside the state or to transport a patient or patients from a medical facility inside of the state to a location outside of the state.
- F) An entity providing transportation to employees who become sick or injured during the course of their employment from a job site to the nearest appropriate medical facility.

6.7. EMERGENCY MEDICAL CONDITION

Shall mean a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain, and/or symptoms of substance abuse) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy, serious impairment to bodily functions, or serious dysfunction of any bodily organ or part. Except in major catastrophes and in disaster situations (as declared by appropriate elected officials) only ambulances that are permitted at the ALS level with ALS personnel may transport patients with Emergency Medical Conditions.

6.8. EMERGENCY AMBULANCE CALL

Shall mean a situation that is classified (at time of dispatch) as a priority one or two under the Emergency Dispatch protocols established by the NAEMD (National Association of Emergency Medical Dispatch) or APCO (Association of Public Safety Communications Officials), or when the exact circumstances are unknown, but the nature of the request is suggestive of a true emergency where a patient may be at risk. ALS and BLS ambulances or EMRVs may respond to Emergency Ambulance Calls, but only ALS ambulances may transport patients with Emergency Medical Conditions.

6.9. EMERGENCY AMBULANCE CALL FROM A HOSPITAL

Shall mean a call that, at the time the call is made, presents circumstances in which there is an immediate need for a patient to be transported by Ambulance from a hospital in Ouachita Parish (the “originating hospital”) to another hospital, inside or outside Ouachita Parish, so that the patient can receive a higher level of care or medical services that are not available at the originating hospital, and the physician ordering the ambulance transport or otherwise referring the patient to another hospital certifies that a delay in the transport is likely to have an unfavorable impact on the patient’s outcome.

6.10. NONEMERGENCY AMBULANCE CALL

Non-emergency Ambulance Call means a call for ambulance service that is not an Emergency Ambulance Call. Non-emergency transportation by ambulance is appropriate if either: the patient is bed-confined, and it is documented that the patient’s condition is such that other methods of transportation are contraindicated; or, if the patient’s medical condition, regardless of bed confinement, is such that transportation by ambulance is medically required.

6.11. **EMERGENCY MODE**

Means an ambulance or EMRV operating with emergency lights and warning siren (may use air horn in addition to siren) while engaged in an Emergency Ambulance Call. Drivers of ambulances and EMRVs shall operate in the emergency mode with warning lights and siren activated at all times while engaged in an Emergency Ambulance Call when operating the emergency vehicle in a manner that exercises any exemption from the traffic laws and rules of the road which may be allowed by state law, so as to warn other drivers of non-emergency vehicles to yield the right of way of the authorized emergency vehicle. Ambulances and EMRVs may use emergency warning lights only if they are engaged in an Emergency Ambulance Call and they are stopped or parked or if they are moving and operating the vehicle in a manner to abide by all traffic laws and regulations stipulated in State law. No driver of any ambulance or EMRV shall assume any special privilege from traffic laws and regulations except when such emergency vehicle is operated in emergency mode, with warning lights and siren, while engaged in an Emergency Ambulance Call.

6.12. **EMERGENCY MEDICAL RESPONSE VEHICLE (EMRV)**

Means a marked emergency vehicle with fully visual and audible warning signals operated by the Licensed Ambulance Provider, 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 purpose of transporting a victim from the scene to a medical facility regardless of its designation. Included are such vehicles referred to but not limited to the designation as "sprint car", "quick response vehicle", "special response vehicle", "triage trucks", "staff cars", "supervisor units", and other similar designations. - Personnel operating EMRVs must be certified as either EMT, Advanced EMT or Paramedic.

6.13. **EMERGENCY FACILITIES**

Are those facilities which include as part of their mission providing for the treatment of patients with life- or limb-threatening conditions. They meet or exceed the Emergency Care Guidelines of the American College of Emergency Physicians, and they receive ambulance patients with Emergency Medical Conditions.

6.14. **EMERGENCY MEDICAL SERVICES DRIVER (EMSD)**

An individual who is authorized to drive an ambulance in the Parish. At a minimum, they must be trained and certified as an Emergency Medical Responder and have successfully completed an emergency ambulance driving course with current certification as approved by OCOG, in conjunction with the Ambulance Advisory Board. EMT, Advanced EMT, and Paramedics may also function as EMSD if they successfully complete an emergency ambulance driving course with current certification as approved by OCOG, in conjunction with the Ambulance Advisory Board.

6.15. **AMBULATORY CARE FACILITIES**

Provide primary medical care services and may be accessible without prior doctor-patient relationship or without an appointment.

6.16. **CALL RESPONSE MEASUREMENTS**

The following definitions shall be used as time measurements for the ambulance provider licensed pursuant to this Ordinance. All times shall be recorded in hours, minutes and seconds. These measurements shall be utilized by the Ambulance Advisory Board to determine compliance with performance criteria. All of the below listed times shall be based on transporting units only.

- A) **Fractile Response Time.** Percentile of a specific category of requests for ambulance service that are appropriately answered within a stated response time goal or standard. A fractile response time requirement can

be expressed as follows: Every calendar month, the Provider will have an ALS ambulance staffed as required, on the scene of at least X percent of all (enter level of call here, such as “presumed life threatening”) emergency calls in (a specific jurisdiction) in Y minutes or less. An example of this wording follows: “Every calendar month, the Provider will have an ALS ambulance staffed as required, on the scene of at least 90% (ninety percent) of all presumed life-threatening emergency calls inside the cities of Monroe and West Monroe in seven minutes 59 seconds or less.”

- B) **Call Received Time.** This time is when the EMS telecommunicator has answered a call for service or when the call has been transferred from the Ouachita Parish 911 call center.
- C) **Enroute Time.** This time is when the assigned unit is notified of assignment to a specific call by the communications center and declares itself to be enroute.
- D) **On-Scene Time.** This stage begins when the ambulance unit - declares itself on-scene, (the unit is fully stopped at the location where the ambulance shall be parked while the crew exits to approach the patient or when it arrives at a staging area because of hazardous materials, violent crime scenes, etc.) and ends when the ambulance unit declares itself to be enroute to a destination.
- E) **Response Time.** Elapsed time measurement that begins at the Call Received Time and ends when an assigned ambulance unit capable of ALS transport declares itself on-scene at the assigned location or staging area.

6.17. EMERGENCY MEDICAL SERVICES

Emergency Medical Services ("EMS") means the following pre-hospital and inter-hospital services:

- A) **Access and Coordination** - The answering and processing of telephone requests for Ambulance or Emergency Medical Responder Services, including EMS dispatching, emergency and non-emergency; the providing of medical pre-arrival instructions to callers by telephone; but excluding the process of 911 complaint-taking when the caller is immediately transferred to the EMS Control Center;
- B) **Medical Transportation** – Transportation and services by either a permitted ambulance (ALS or BLS) or non-ambulance medical transportation service vehicle.
- C) **On-line Medical Direction** - On-line medical direction is the medical direction provided directly to prehospital providers by the medical director or designee either on-scene or by direct voice communication. Ultimate authority and responsibility for concurrent medical direction rests with the medical director. Online medical direction in the Parish shall be sanctioned and coordinated by the Licensed Ambulance Provider.
- D) **Off-line Medical Direction** - Off-line medical direction is the administrative promulgation and enforcement of accepted standards of prehospital care. Off-line medical direction can be accomplished through both prospective and retrospective methods. Prospective methods include, but are not limited to, training, testing, and certification of providers; protocol development; operational policy and procedures development; and legislative activities. Retrospective activities include, but are not limited to, medical audit and review of care, direction of remedial education, and limitation of patient care functions, if needed. Various aspects of prospective and retrospective medical direction can be handled

by committees functioning under the medical director with representation from appropriate medical and EMS personnel. The Off-line Medical Director is appointed by the Licensed Ambulance Provider, and shall be a physician licensed to practice emergency medicine who is familiar with the pre-hospital emergency response system in Ouachita Parish.

6.18. **EMS CONTROL CENTER**

EMS Control Center is the communications facility operated by the Licensed Ambulance Provider which serves as the central EMS communications center for the Parish.

6.19. **LICENSED AMBULANCE PROVIDER**

The Licensed Ambulance Provider is the licensed provider for emergency and non-emergency ambulance services in Ouachita Parish. The Licensed Ambulance Provider is authorized to enter into mutual aid agreements with other EMS, public safety and ancillary support agencies.

6.20. **MEDICAL NECESSITY FOR AMBULANCE SERVICE**

Medical necessity is established when the patient's condition is such that use of any method of transportation other than ambulance is contraindicated. In any case in which another means of transportation could be utilized without endangering the individual's health, ambulance service shall not be deemed medically necessary, regardless of the availability of such alternative transportation.

6.21. **NONAMBULANCE MEDICAL TRANSPORTATION SERVICE OR MEDICAL WHEELCHAIR VAN SERVICE**

Non-Ambulance Medical Transportation Service (NAMTS) or Medical Wheelchair Van Service means any person, firm, association, or government entity owning, controlling, or operating any business or service which furnishes, operates, conducts, maintains, advertises, engages in, proposes to engage in, or professes to engage in the business or service of transporting individuals in a vehicle other than an ambulance, with the following stipulations:

- A) Passengers do not require medical care, attention, or monitoring during transport; and
- B) Passengers do not require the assistance of an attendant during transport; and
- C) Passengers do not meet medical necessity requirements as defined in this Ordinance.
- D) Drivers must possess a valid driver's license and be State certified as a EMR, EMT, AEMT or Paramedic.

6.22. **OPERATIONS CONTRACT**

Operations Contract means a contract between an ambulance provider and the Parish to provide ambulance service to the Parish in response to emergency ambulance calls and non-emergency ambulance calls within Ouachita Parish.

6.23. **[BLANK]**

6.24. **PATIENT**

Patient means an individual who is ill, sick, injured, wounded, or incapacitated (physically or mentally), and who is in need, or is at risk of needing medical care or assessment at the scene of a call and during transportation to or from a health care facility. Only licensed ambulance services may transport patients as defined herein, and they must be transported in ambulance vehicles permitted by the State of Louisiana.

6.25. **LICENSE**

Ambulance Service License – The License issued by OCOG and the Parish to the Licensed Ambulance Provider selected pursuant to this Ordinance and the Operations Contract. No other ambulance service provider, as defined in Section 6.6, shall respond to emergency or non-emergency ambulance calls originating with the Parish except as expressly authorized by this Ordinance or as directed by the Licensed Ambulance Provider.

6.26. **SYSTEM STANDARD OF CARE**

System Standard of Care means the federal, state and local laws, and policies, rules, regulations and protocols that establish standards governing all clinical and operational aspects of the EMS system in Ouachita Parish. Minimum requirements shall include, but not be limited to, the most current standards recommended by the Commission on Accreditation of Ambulance Services. OCOG, in conjunction with the Ambulance Advisory Board may establish additional minimum standards of care. The Licensed Ambulance Provider shall maintain accreditation with the Commission on Accreditation of Ambulance Services during the term of the contract. If the Licensed Ambulance Provider does not hold such accreditation at the commencement of the contract, it must make application for such accreditation within one year from the commencement date of the contract and must be accredited within two years.

Clinical Requirements

- A) Quality measures must be monitored and reported to the Ambulance Advisory Board
 - IO success rates
 - IV success rates
 - Supraglottic Airway success rates
 - Intubation success rates
 - 12 lead acquisition for STEMI and stroke patients
 - Patient satisfaction scores
 - LERN utilization on qualified patients (stroke, STEMI, trauma)
 - Cardiac survival success rates
- B) Significant events with poor patient outcomes must be reported to the Ambulance Advisory Board
 - Unsuccessful intubation
 - No IV in place
 - Deaths
 - Any receiving facility concerns (i.e. Oversedation)
- C) Utilization of life saving and/or narcotics for patients in the field.

6.27. **TELECOMMUNICATOR**

Telecommunicator shall hold the certification from either the National Academy of Emergency Medical Dispatch (NAEMD) or the Association of Public Safety Communication Officials (APCO EMD). Only qualified telecommunicators shall be permitted to work in the EMS Control Center as call-takers or dispatchers.

6.28. **SYSTEM STATUS PLAN**

System Status Plan means the plan and protocols for staffing, deployment, and redeployment of Ambulances which are developed and utilized by the Ambulance Service Provider, and which specifies how many ambulances will be staffed and available within the Parish each hour of the day, each day of the week, including the locations of available Ambulances (not assigned to calls) within the Parish, specified separately for each hour of the day, for each day of the week and the remaining number of Ambulances then available in the system, and including protocols for event-driven redeployment of those remaining Ambulances. The Licensed Ambulance Provider is responsible for development and implementation of the System Status Plan. The System Status Plan shall require enough units to meet emergency and non-emergency response times.

Section 7. Prohibited Acts

Subject to the “Exemptions” set forth in Section 8.1, it shall be unlawful and an offense for any person or any Ambulance Service Provider to commit any of the following acts:

- A) To perform duties as an EMS driver, attendant-, (EMR, EMT, Advanced EMT, Paramedic or pre-hospital RN or licensed physician), without a current valid certification issued by the Louisiana Bureau of EMS.
- B) To allow any person to work as an ambulance driver or attendant, without current valid certification issued by the Louisiana Bureau of EMS.
- C) To use, or cause to be used, an ambulance service other than the Ambulance Service Provider holding a valid Ambulance Service License pursuant to this Ordinance.
- D) For any person, firm or organization except Public Safety Agencies in Ouachita Parish to respond to emergency or non-emergency ambulance calls which originate within Ouachita Parish, other than the Licensed Ambulance Provider which is the holder of a valid Ambulance Service License issued pursuant to this Ordinance or without the express authorization of the Licensed Ambulance Provider.
- E) To knowingly give false information to induce the dispatch of an Ambulance or Emergency Medical Responder.
- F) To operate an Ambulance in the Emergency Mode when not responding to an Emergency Ambulance Call in compliance with this Ordinance.
- G) For any person, firm or organization to cause the use of non-emergency ambulance service that violates the provisions of this Ordinance.
- H) For an Ambulance Service Provider to bill a patient for services provided by firefighters, police officers, or other public employees acting as first responders. This provision shall not be applied to prevent an Ambulance Service Provider from billing a patient for medications, medical supplies, and the like used by firefighters, police officers, or other public employees acting as first responders where those medications, medical supplies, and the like were provided to or for such first responders by the Ambulance Service Provider.
- I) It shall be a violation of this Ordinance for the Licensed Ambulance Provider, to fail to respond to an Emergency Ambulance Call originating within the Parish where there is a Medical Necessity for the Service.
- J) To allow any person to work as a Telecommunicator without NAEMD or APCO EMD certification.

Section 8. Penalties.

- (A) In this Chapter, the term “violation of this Ordinance” means:

Doing an act that is prohibited or made or declared unlawful, by this Uniform Ambulance Service Ordinance or by rule or regulation authorized by said Ordinance;

Failure to perform an act that is required to be performed by this Uniform Ambulance Service Ordinance or by rule or regulation authorized by said Ordinance, including but not limited to failure of the Provider to meet any required response time standard established by this Ordinance or by the contract; or

- (B) In this Chapter, the term “violation of this Ordinance” does not include the failure of a public employee or designee to perform an official duty unless this Uniform Ambulance Service Ordinance specifically provides that failure to perform the duty is to be punishable as provided in this Chapter.
- (C) The imposition of a penalty as set forth herein does not prevent the subject violation of this ordinance from being considered in connection with the revocation or suspension of a license, permit or franchise.
- (D) Each violation of this Ordinance may be subject to punishment by a fine not to exceed the sum of \$500. Each act constituting a violation of this Ordinance shall constitute a separate offense of this Ordinance for each individual call or incident in which the response time was not met.
- (E) Continuous or repeated violations of this Ordinance may be abated by injunctive or other relief, and the imposition of a penalty under this Section or any other provision of law does not constitute an election of remedies and shall not prevent an award of injunctive or other relief up to and including termination of the contract.

Section 8.1 Exemptions

Notwithstanding anything herein, it shall not be a violation of this Ordinance, and no Ambulance Service License shall be required, when a vehicle or Ambulance is:

- A) Responding to an emergency or non-emergency Ambulance Call at the request of the Licensed Ambulance Provider.
- B) A privately owned vehicle not ordinarily used in the business of transporting Patients who are sick, injured, wounded, incapacitated or helpless.
- C) A vehicle rendering services as an Ambulance in the event of a major catastrophe or emergency when Ambulances with Permits based in the locality of the catastrophe or emergency are incapacitated or insufficient in number to render the services needed as determined by the Incident Commander(s).
- D) An Ambulance transporting a Patient to a location within the Parish where the transport originated from a point outside the Parish and an Ambulance operated by the same ambulance service as above, which transports the same Patient from the original destination within the Parish back to the original point of origin and within twenty-four (24) hours of the original transport and the Patient (or a proper representative of the Patient) specifically requests the services of said ambulance service.
- E) An Ambulance operated by the same ambulance service that transported a patient to a location within the Parish, which transports the same Patient from that original destination within the Parish back to the Patient’s original point of origin outside the Parish when the Patient (or a proper representative of the Patient) specifically requests the services of said ambulance service for the financial benefit of the patient and said ambulance service is provided by a governmental entity or political subdivision.
- F) A vehicle engaged in the interstate transport of a Patient that originates outside the Parish.
- G) An ambulance service that responds with mutual aid and permission of the Operations Contractor, so long as the response is coordinated through the EMS Control Center and the Licensed Ambulance Provider determines that the ambulance service meets or exceeds the needs of the specific patient(s).

ARTICLE II: Ambulance Service Advisory Board.

Section 1. Name and Purpose.

In order that the local governing bodies will have the benefit of relevant technical and professional expertise there is hereby created the “Ouachita Parish Ambulance Service Advisory Board” (“Board”) which shall assist and advise the local governing bodies with respect to the selection of a sole provider for ambulance service in Ouachita Parish and the regulation of such service as set forth herein.

Section 2. Members and method of appointment.

The Board shall consist of seven (7) members, appointed as follows for a term of two (2) years:

- (1) One (1) member of the Board shall be appointed by the President of the University of Louisiana at Monroe.
- (2) The Mayor of the City of Monroe, the Mayor of the City of West Monroe and the President of the Ouachita Parish Police Jury shall each appoint one (1) member of the Board. Each of these three (3) appointees shall be familiar with emergency medical services in Ouachita Parish.
- (3) The Chief Executive Officer (or person serving in the equivalent position) of each Medical Center operating a 24 hour Emergency Department in Ouachita Parish shall appoint one member of the Board. This provision calls for three (3) appointments, one each from the chief executive of each of the following Medical Centers: St. Francis Medical Center; Glenwood Regional Medical Center; and Ochsner/LSU Medical Center - Monroe.

No member of the Board shall be affiliated with any ambulance service. There shall be no limit on the number of terms a member may serve on the board.

Section 3. Notification of Appointment.

The appointing authority shall provide written notice identifying its appointee to the Contract Administrator and the appointment shall become effective upon the Contract Administrator’s receipt of that notice. The Contract Administrator shall communicate, in writing, to the local governing authorities the name of all appointees and the date of the appointment. All appointments will be publicly reported at the next meeting of OCOG.

Section 4. Meetings.

The Board shall meet at any time on the call of the chairman, the Contract Administrator, or on the written request of any four (4) members. The Board will meet at least quarterly. All meetings of the Board shall be open to the public as provided by law. The Board may make its own rules and regulations concerning the conduct of its meetings.

Section 5. Attendance at meetings.

Members of the Board shall be expected to attend all regular and called meetings. Should a member be absent from more than fifty (50) per cent of the Board's meetings in a calendar year, the Contract Administrator shall notify the authority that appointed such member and request that the member be removed from the Board and a new member be appointed.

Section 6. - Organization and quorum of the Board.

The Board shall elect, at its first meeting, and annually thereafter, a chairman and a vice chairman from its membership. A recording secretary shall also be designated by the chairman. The term of each officer shall be for one (1) year with eligibility for re-election. Four (4) members of the Board shall constitute a quorum for all purposes.

Section 7. Committees.

The Board shall have the power to designate various committees with such powers and duties as the Board may prescribe, provided that such powers and duties do not violate any law of the State of Louisiana.

Section 8. Reports.

The Board shall keep an accurate record of all of its meetings and shall, at least annually, give to OCOG a written report of the Board's activities for the prior year. The Board shall provide OCOG copies of the minutes of each of its meetings.

Section 9. Legal representation.

The District Attorney for Ouachita Parish, or his/her designee, shall serve as the legal advisor to the Board.

Section 10. Duties and authority of Board.

The Board shall have the following duties and authority:

- (A) As desired, the Board may review and recommend to OCOG and the local governing authorities any changes to the Ordinance(s) regulating ambulance services.
- (B) As desired, the Board may review and recommend to OCOG and the local governing authorities any changes in the standards and procedures with reference to the provision of emergency medical services.
- (C) The Board will respond to any complaint concerning quality of service provided under the sole provider license issued through OCOG by the local governing authorities pursuant to this chapter.
- (D) The Board will respond to any complaint concerning rates and charges by emergency medical service providers in Ouachita Parish and can make any recommendation concerning the same to OCOG and the local governing authorities.
- (E) The Board may review and recommend to OCOG and the local governing authorities any recommendations it has concerning the provision of any emergency medical service to the citizens of Ouachita Parish.
- (F) The Board may encourage the local governing authorities in Ouachita Parish to adopt such ordinances as are needed in order to provide quality ambulance service to all citizens living within Ouachita Parish.
- (G) Monitor the Licensed Ambulance Provider's compliance with applicable Response Times established by this Ordinance or by the Operations Contract.
- (H) The Board will hear any complaint of any person with reference to the provision of ambulance services in Ouachita Parish. In connection with such complaints the privacy rights of any patient will be protected in accordance with law. The hearing of complaints by the Board will be conducted under the following procedure:
 - (1) All complaints must be in writing. All written complaints must be directed initially to the Contract Administrator.
 - (2) The Contract Administrator will notify the chairman of the Board in writing of the receipt of any written complaint.
 - (3) The Contract Administrator will notify the emergency medical service provider in writing of the complaint, will furnish a copy of the written complaint to the provider and will allow fifteen (15) days for the provider to respond in writing to the complaint.
 - (4) The Contract Administrator will furnish a copy of the written response of the emergency medical service provider to the complaining party upon the receipt of same.

(5) The Board will consider and attempt to mediate and resolve the complaint, if possible. If the complaint is resolved, notice of the resolution will be sent by the Contract Administrator to the complaining party and to the emergency medical service provider.

(6) If the complaint is not able to be resolved by the Board, the Contract Administrator will refer the complaint, together with the response of the provider, and any recommendation that the Board deems appropriate to the local governing authority (OCOG) and/or appropriate law enforcement agencies.

ARTICLE III. Terms and Conditions of License for Provision of Ambulance Services.

Section 1. Exclusive License.

Under the provisions of Louisiana law, including but not limited to La. R.S. 33:4791.1, the City of West Monroe is authorized to issue an exclusive license to a sole provider of ambulance services (both emergency and non-emergency) within the municipal limits of the City of West Monroe. The City of West Monroe, acting through its Board of Aldermen, finds that the purpose and intent of this Ordinance as stated hereinabove are best served by the licensure of such a sole provider of ambulance service.

Section 2. Term of Exclusive License.

The initial term of any such exclusive license shall be for a period of five (5) years beginning with the commencement date set forth in the license issued by OCOG pursuant to this Ordinance. The License may thereafter be renewed by mutual agreement of OCOG and the Licensee for additional terms of not more than four (4) years each.

It will be presumed that the parties intend for the license to be renewed for a term of one (1) year unless written notice of non-renewal is delivered to the other party not less than one hundred twenty (120) days prior to the end of the term of the license then in effect.

Section 3. License Fee.

The Provider of Ambulance Services shall pay a license fee of THIRTY-FIVE THOUSAND AND NO/100 (\$35,000.00) DOLLARS each calendar year, or portion thereof, during the term of this Exclusive License. This License Fee shall be paid to OCOG to defray the costs of administering this Ordinance. The initial License Fee shall be paid upon commencement of the initial term of the License with subsequent License Fees being due thereafter on or before January 31 of each succeeding year during the initial or renewal term(s) of the License.

For the calendar year 2027 and thereafter during the initial and renewal term(s) of the License, OCOG may increase the License Fee if shown necessary to cover the costs of administering this Ordinance, but no such increase shall be more than \$10,000.00 per calendar year or portion thereof. Any such increase shall be adopted by OCOG at an open meeting held on or before October 31 of the prior year.

Section 4. Conditions of License for Provision of Ambulance Service.

Any sole provider of ambulance services for the City of West Monroe shall be selected only upon the ambulance service provider being able to furnish and actually furnishing to the City of West Monroe the following *inter alia*:

- (A) The provision of a licensed emergency physician to serve as Medical Director of ambulance service. The Medical Director or his/her designee shall be responsible for all quality of care issues, and shall provide monthly reports to the Contract Administrator, regarding response times, responses to complaints made to the Board, and any other quality of care issues.

Quality/Clinical Requirements to be Reported

- Quality measures must be monitored and reported to the Ambulance Advisory Board
 - IO success rates
 - IV success rates
 - Supraglottic Airway success rates

- Intubation success rates
 - 12 lead acquisition for STEMI and stroke patients
 - Patient satisfaction scores
 - LERN utilization on qualifying patients
 - Cardiac survival success rates
 - Significant events with poor patient outcomes must be reported to the Board
 - Unsuccessful intubations
 - No IV in place
 - Deaths
 - Any receiving facility concerns (i.e. oversedation)
 - Utilization of life saving and/or narcotics for patients in the field.
- (B) The ambulance contractor shall maintain mutual aid agreements with air and ground ambulance providers who can respond to Ouachita Parish when called upon by the Licensed Ambulance Provider in times of disaster or other extraordinary situations.
- (C) **Insurance Required:** Prior to commencement of any operations under the License with the City of West Monroe, the Provider must file with OCOG and with the Ambulance Service Advisory Board all policies of general liability insurance, automobile liability insurance, workers compensation insurance, cybersecurity, and professional liability insurance which policies must be issued by an insurance company qualified to do business in the State of Louisiana having a rating of not less than B+ by A. M. Best or equivalent rating by a nationally recognized rating service and shall be eligible for redemption under any terms of default as defined by this ordinance or any provision of the contract and which policies 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 from) 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 Area listed and included as an additional insured to the extent of Provider's Contractual obligations hereunder.
 - (3) The medical malpractice insurance policy(ies) shall provide limits of liability of each incident causing bodily injury (including death at any time resulting therefrom) of ONE HUNDRED THOUSAND and NO/100 (\$100,000.00) DOLLARS for each person and FIVE HUNDRED THOUSAND and NO/100 (\$500,000.00) DOLLARS for each incident. Participation in the Patients' Compensation Fund of the State of Louisiana as set forth in LRS 40:1231.4, et seq., shall be deemed to be medical legal liability insurance within the contemplation of this ordinance.
 - (4) The worker's compensation insurance policy(ies) shall provide coverage for statutory benefits up to an aggregate amount of 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) The cybersecurity liability policy shall include coverage for data breaches, ransomware, multimedia liability, security and privacy liability, with minimum limits of not less than TWO MILLION and NO/100 (\$2,000,000.00) DOLLARS per incident and up to \$5,000,000 aggregate.

- (6) Provider shall furnish the Service Area with a waiver of subrogation against any and all claims for damages or liability arising from their operations within the geographical boundaries of the Service Area.
- (D) **Insurance Cancellation:** Cancellation or material alteration of any required insurance policy or coverage shall result in the automatic revocation of any ambulance service license issued hereunder, and the Ambulance Service Provider shall thereupon cease and desist from further ambulance service operations in the Parish.
- (E) **Performance Bond Requirements:** Provider must furnish performance security in an amount of not less than \$1,000,000.00. Said security shall be furnished through the pledge of a Certificate(s) of Deposit to OCOG in said amount or through the posting of a Performance Bond in favor of OCOG in said amount issued by an insurer or surety having a rating of not less than B+ by A. M. Best or equivalent rating by a nationally recognized rating service.
- (F) **Inspection of Ambulances:** Before any operations can commence under any license, all ambulances used by the Licensed Ambulance Provider in Ouachita Parish must have current motor vehicle inspection stickers issued by the Louisiana Department of Motor Vehicles and each ambulance must be equipped in compliance with the standards for ambulance equipment established by the State of Louisiana. Any ambulance operated by Provider in Ouachita Parish must remain in compliance with said state standards at all times.
- (G) **Emergency Medical Technicians:** With reference to emergency medical technicians, the Licensed Ambulance Provider must agree as follows:
- (1) No ambulance will transport a patient suffering an emergency medical condition, with the transport originating in or from Ouachita Parish, 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.
 - (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 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 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 training 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 meet 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 within Ouachita Parish 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:

- (i) The driver is a person of at least eighteen (18) years of age; and
 - (ii) The driver is a Louisiana Emergency Medical Technician, Advanced Emergency Medical Technician, or Paramedic.

- (H) **Standards for Ambulance Equipment:** The Licensed Ambulance Provider must warrant that each ambulance will carry at all times, when the ambulance is in use, the minimum essential equipment required by state law.

- (I) **Ambulance Performance Standards:** The Licensed Ambulance Provider must warrant as follows:
 - (1) That it shall not unreasonably refuse to respond to a request for ambulance service in Ouachita Parish.
 - (2) Provider warrants that it shall not refuse to respond to a request for ambulance service where there is a “Medical Necessity” for the service, on the grounds of the patient’s inability to pay for such service.
 - (3) Provider warrants that it shall conform to all nationally accepted standards with respect to ground ambulance operations. Provider furthermore must agree to comply with the Ouachita Parish Office of Homeland Security and Emergency Preparedness “Emergency Operations Plan” in regards to its role and/or function within an Incident Management System.

- (J) **Review of Rates, Financial Information, and Performance Information:** As to the review of rates, charges and financial information, the Licensed Ambulance Provider must agree as follows:
 - (1) Provider shall submit a schedule of its rates for all services to the Advisory Board for review, at least once per year, and at such other times and in such format as may be designated by the Advisory Board. The Advisory Board shall have authority to review, and/or approve such rates which shall be comparable to similar Louisiana Parish ALS EMS systems. In the event the Advisory Board rejects the Provider’s proposed Rate Schedule, the Provider may appeal to OCOG for approval of the same. The 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 except as may be pre-approved by the Advisory Board. The Provider must acknowledge that it is responsible for billing and collecting for services rendered. All fees for services rendered shall remain the property of the Provider. The 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.
 - (2) The schedule of rates to be submitted for review shall include the rates to be charged under any contracts the Provider enters into with any hospital, long-term care facility, rehabilitation facility, or similar healthcare facility, to provide non-emergency ambulance service in Ouachita Parish to, or for, such facility. Rates for like services to like facilities shall be equal.
 - (3) The Provider must permit the Advisory Board or its designated representatives, including but not limited to auditors, reasonable access to its financial records, books, documents, papers, files or other records that are pertinent during normal business hours upon reasonable notice.
 - (4) Provider shall present to the Advisory Board an annual audit of owner/operator's financial statements and activities. A copy of every such annual audit must be provided to the Advisory Board. The Provider shall have the right to demand that all audited financial statements and any other proprietary information, as deemed proprietary by the Provider, be reviewed

and discussed in Executive Session of the Advisory Board and not be considered a public record, where allowed by Louisiana law.

(5) Provider shall submit to the Advisory Board such reports, records, recordings and other information as requested by the Board in connection with the investigation of a complaint or as otherwise deemed necessary by the Board in connection with the oversight of the Provider's performance of the Provider's obligations under this Ordinance and/or the Operations Contract. The Provider shall have the right to demand that all patient records and proprietary information, as deemed proprietary by the Provider, be reviewed and discussed in Executive Session of the Advisory Board and not be considered a public record, where allowed by Louisiana law.

(6) The Provider shall not initiate any "Membership Drive" or similar sale to consumers of enrollments in any plan related to the Provider's ambulance services without prior approval of such Membership Drive or sale of enrollments by OCOG. In connection with these matters OCOG may seek the recommendation of the Ambulance Service Advisory Board and the Provider shall make available to Board and/or OCOG written specification regarding the terms and conditions of the proposed Membership Drive or sale of enrollments as well as the Provider's proposed marketing plan including the content of proposed advertisements and promotional efforts.

(K) **Material Changes in Government Regulations:** In the event that federal laws, rules and regulations are adopted, amended, interpreted, or enforced, which have a material adverse effect on third party reimbursements for ambulance transports or requires reimbursements to be based on the clinical level of service actually performed or provided, then (a) OCOG and the Licensed Ambulance Provider will renegotiate, in good faith, the rates and fees which may be charged; and (b) the Parish will modify any provisions of this ordinance inconsistent with the terms of such federal authority.

(L) **Mandatory Centralized Emergency Ambulance Call Processing:** With respect to the handling of calls for ambulance service the provider must agree as follows:

1) **911 CALLS**

All 911 telephone requests for ambulance services, both emergency and non-emergency, originating within Ouachita Parish shall terminate at the EMS Control Center, where the Licensed Ambulance Provider shall establish the call's classification, determine the Patient's location, and if appropriate, deliver pre-arrival instructions utilizing current APCO or EMD standards. The Licensed Ambulance Provider shall also determine the need for EMS Public Safety Provider Services in accordance with established guidelines, alert the EMS Public Safety Agency Dispatch Center and dispatch the appropriate Ambulance.

2) **EMS DEPLOYMENT**

The EMS Control Center of the Licensed Ambulance Provider shall at all times have full authority to direct the deployment, positioning, movements, and run responses of all ambulances, and mutual aid ambulance service providers. However, at all times an emergency ambulance shall be positioned and staffed on each side (East/West) of the Ouachita River. The Licensed Ambulance Provider's deployment of ambulances shall be adequate to meet required emergency and nonemergency response times.

3) **PATIENT DESTINATION**

The Licensed Ambulance Provider shall develop and implement patient transportation and destination policies and guidelines.

4) **RECORDING CALLS**

All call requests processed by the EMS Control Center of the Licensed Ambulance Provider shall be recorded to facilitate subsequent auditing of the Licensed Ambulance Providers actions and decisions by the Contract Administrator, and all such recordings shall be safely stored and shall not be erased for a period of three (3) years.

5) **OTHER CALL PROCESSING**

All other call requests for ambulance service, emergency or non-emergency, which may be received by parties other than the Licensed Ambulance Provider, shall be transferred immediately to the EMS Control Center.

(M) **Response Reliability Standards:**

With respect to emergency responses, the Licensed Ambulance Provider must agree as follows:

- (1) To comply with a parish-wide Response Time Zone Map indicating acceptable response times for various zones throughout the parish and agree to pay such penalties or damages set forth in this ordinance and/or stipulated in the Operations Contract for any failure to meet the response time thresholds shall be as set forth by this Ordinance or established as part of the Operations Contract. See Response Times Zone Map attached as Exhibit A.
- (2) Throughout the term of any License issued hereunder, it will be Provider's responsibility to meet the response time thresholds established by this Ordinance or as part of the Operations Contract regardless of the number of ambulances required to meet said standards. Additionally, Provider must acknowledge that at all times it will operate its service aiming always to provide better and increased service and decreased response times. Provider must acknowledge that the above-described response times are minimum standards and Provider must acknowledge that it will always strive to achieve decreased response times.
- (3) With respect to nonemergency responses originating at a hospital or other healthcare facility, the provider must agree as follows: a two (2) hour response time with a 90% rate of compliance. If non emergent transfer has not been picked up after three (3) hours, transfer can be rolled to another ambulance service.
- (4) With respect to Emergent Ambulance Calls from a Hospital, the provider must agree as follows: a thirty (30) minute response time with a 90% rate of compliance.
- (5) If Provider cannot provide air support due to maintenance issues, weather, or other circumstances, it shall call a back-up provider without delay.

(N) **Response Time Reports:** Response times on emergency and non-emergency responses will be calculated using Response Time as defined herein. Response Time Reports will be submitted to the Contract Administrator each calendar month by Provider. The monthly Response Time Report shall include an itemized summary of each call that identifies the jurisdiction, priority and response zone for each call. The itemized summary of each call shall include all available information regarding the call received time, enroute time, on-scene time and response time for that call.

Response times for non-emergent and emergent responses originating at a hospital or other healthcare facility shall also be reported monthly by the provider to the Contract Administrator. The monthly response time reports shall also identify all calls excluded from the response time calculation and the applicable exclusion. All information and back-up documentation supporting such exclusion must be provided to the Contract Administrator upon request. The monthly response time

reports must be delivered to the Contract Administrator within 10 days of the end of the month.

- (O) **Provider must agree that the Advisory Board will be allowed to monitor response times.**
- (P) **Excluded Responses:** Provider will have the responsibility to document the nature of the circumstances surrounding any excluded response and the emergency and non-emergency responses affected thereby. It shall be Provider's responsibility to prove said response should be excluded in default of which it will be included. With respect to Emergency Responses, "Excluded Responses" for purposes of response time calculation, are as follows:
- (1) Responses that occur during periods of abnormally severe weather for which a "warning" has been issued by the National Weather Service where such weather could reasonably be expected to substantially impair response time performance.
 - (2) Delayed response due to potentially hazardous scenes or scenes in which access is restricted by public safety personnel. This exclusion shall not apply if law enforcement or fire personnel have established a staging area at the scene. In such circumstances, response time shall be determined upon the ambulance's arrival at the staging area.
 - (3) Those responses presented by Provider for consideration by the Ambulance Advisory Board and the Board finds that the response has merit to be deemed excluded due to extraordinary circumstances. An example of such response would be a request for a response during Provider's servicing of a mass casualty situation where the majority of units in the parish/city have been directed to the mass casualty incident.
 - (4) The Provider must agree that it will at all times have a responsibility to respond as soon as possible even in the face of excluded response times. There shall be no excluded responses with respect to non-emergency Responses.
- (Q) **Response Time Penalty:** Provider shall meet or exceed the required response times as set forth by this Ordinance and incorporated in the Operations Contract. If the Provider fails to meet the response time thresholds set forth by this Ordinance or established as part of the Operations Contract on emergency or non-emergency calls during any quarter, the Provider may be assessed such penalties as set forth by this Ordinance or established as part of the Operations Contract. Each act constituting a violation of this Ordinance shall constitute a separate offense of this Ordinance for each individual call or incident in which the response time was not met.

Response time performance will be measured on a quarterly basis for the purpose of determining patterns of noncompliance, termination, or other administrative remedies. Should Provider fail to meet any response time threshold, prior to any penalty being assessed, Provider shall be afforded an opportunity to be heard before the Advisory Board to show good cause as to why said penalties should not be imposed. For good cause shown, the Board may recommend that OCOG waive and/or reduce any response time penalties otherwise due under this ordinance or the Operations Contract.

If Provider fails to adhere to the applicable response time standards for either Emergency or Non-emergency responses in three quarters within any twelve (12) month period, that failure shall constitute grounds for the termination of the License with Provider.

If Provider fails to adhere to the applicable response time standards for either Emergency or Non-emergency responses in two (2) consecutive quarters or two (2) quarters in any twelve (12) month period, the Provider shall within fifteen (15)

days' notice of such failure provide the Ambulance Advisory Board with Provider's written plan to achieve adherence to the applicable response time standards in the ensuing quarter. If the Provider fails to timely submit such plan, Provider shall by such failure be deemed to have authorized the Ambulance Advisory Board to request another Ambulance Service to provide non-emergency responses on the Provider's behalf pursuant to Section 8.1(A) of this Ordinance for a period of not less than thirty (30) days or until such time as the Provider has submitted the plan called for above.

- (R) **Corporate Citizenship:** The Provider must agree, when available, to provide ambulance stand-by service at no charge for high school and college football games within Ouachita Parish when requested. Provider must also agree, when available, to provide such other stand-by service as is requested by a local emergency response agency for emergency events such as hazmat calls, structure fires, rescue calls, bomb threats, drug raids, etc. at no charge to the requesting public service agency.
- (S) **Maintenance of Vehicles:** All ambulances shall always be adequately maintained, serviced and mechanically sound. Provider shall maintain maintenance records that may be inspected by the Advisory Board as requested. Ambulances shall be less than 10 years old and shall not have more than 400,000 miles of total service.
- (T) **Vehicle Locating System:** Each ambulance provided must be equipped with real time automatic vehicle locator (AVL) systems compatible with and able to communicate with the CAD system of the Ouachita Parish Communications District and Provider must maintain all necessary licenses, permits, etc. necessary pursuant to any State, Federal, and local laws and regulations to enable Provider to operate said system.
- (U) **For purposes of any License with a sole Provider for emergency medical services, the City of West Monroe will agree as follows:**
 - (1) The City of West Monroe will instruct and inform all interested parties (such as but not limited to 911 Director, hospitals located in Ouachita Parish, etc.) that Provider will be the primary ambulance service for all emergency (911 and other) and non-emergency ambulance transportation within the unincorporated areas of Ouachita Parish.
 - (2) The City of West Monroe shall take all steps reasonable and necessary (including the filing of a criminal or the institution of a civil action) to prevent any operation of ambulance service within Ouachita Parish in a manner that violates this Ordinance during the term of any License.
 - (3) The City of West Monroe will enforce all laws, rules, regulations and ordinances governing unauthorized ambulance operation within its jurisdiction.
 - (4) The City of West Monroe will acknowledge that any unauthorized operation (by other than the Sole Provider of ambulance service under license with the City of West Monroe) will cause financial harm to Provider such that Provider may seek any appropriate relief against such other person/entity, including injunctive relief.
- (V) **Termination by the City of West Monroe:** Each of the following acts, omissions or occurrences shall constitute an "Event of Default" entitling the City of West Monroe to terminate any such sole Provider License issued pursuant to this Ordinance:
 - (1) Provider shall violate, in any material way, any provision of this Ordinance, the Operations Contract contemplated by this Ordinance, or of any State or Federal law or regulation governing any aspect of ambulance service;

- (2) Provider shall cease doing business as a going concern;
 - (3) Provider shall attempt to transfer the license issued pursuant to the Ordinance or the Operations Contract entered into hereunder to another ambulance provider without the prior written approval of OCOG.
 - (4) Provider's financial reports to the Advisory Board demonstrate financial instability or insolvency;
 - (5) 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 now existing or as may be amended from time to time, or under any other insolvency act or law, state or federal, now or hereinafter 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, sequestration, 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;
 - (6) 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 now existing or as may be amended from time to time, or under any other insolvency act or law, state or federal, now or hereafter existing, or a receiver, liquidator, custodian, sequestration, 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.
 - (7) In the event the license issued to a sole provider of Ambulance Services pursuant to this Ordinance is terminated due to an "Event of Default" as set forth above, the City of West Monroe shall have a claim against the Performance Bond (or other acceptable security) posted by the Provider for all damages suffered by the City of West Monroe as a result of such Event of Default and termination, including but not limited to the costs of obtaining or providing the ambulance services to have been provided by the Provider during the term of the exclusive license.
- (W) **Termination by Provider:** Provider will be entitled to terminate any License hereunder concerning the provision of ambulance services upon the occurrence of an "Event of Default" as hereinafter set forth:
- (1) Failure of the City of West Monroe to have the requisite authority to enter into the License, or to enact the necessary Ordinances to authorize the license for ambulance services;
 - (2) Failure by the City of West Monroe, by its own fault, to observe or perform any covenant, warranty, term or provision of this Ordinance related to the license;
 - (3) The intentional allowance of any additional ambulance service to operate in violation of this Ordinance within the City of West Monroe during any term of the license, provided that the Provider shall first give the City of West Monroe written notice of the operation of any such additional ambulance service and the City of West Monroe shall have a period of fifteen (15) working days after receipt of such notice to initiate action to enforce this Ordinance with respect to such additional ambulance operation(s).

- (X) **Mutual Termination:** Provider and the City of West Monroe may mutually agree to terminate any such license without cause by either party giving the other one hundred eighty (180) days prior written notice.
- (Y) **Right to cure:** The failure to comply with the terms of this Ordinance shall render the license voidable at the discretion of the non-violating party, provided, however, that the other party is given ninety (90) days advanced notice of the intent to terminate the license and is given sixty (60) days to remedy any default.
- (Z) **Indemnification:** Provider will indemnify, hold harmless and defend the City of West Monroe, the Advisory Board, OCOG 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 arising out of or in any way concerning or incident to any work done by Provider in the performance of ambulance service under the license or arising out of any willful or negligent act or omission of Provider, its officers, agents, servants and employees (including any such individual acting contrary to the conditions of the license).
- (AA) **Agreement, Modification and Governing Law:**
 - 1) **Governing Law:** Any license issued hereunder shall be governed by and construed in accordance with the laws of the State of Louisiana.
 - 2) **Partial Enforceability:** If any provision of this Ordinance, or the application of any provision to any entity or circumstance shall be held invalid, the remainder of this Ordinance, 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.

ARTICLE IV. Miscellaneous Provisions.

Section 1. Repeal.

All existing provisions of the Code of Ordinances of the City of West Monroe, including but not limited to the provisions of Section 10-3001 of Chapter 3 of Part 10 now existing, shall be specifically repealed and superseded by the provisions above as of January 1, 2027.

Section 2. Validity of Licenses Under Prior Ordinance.

Section 3. Applicability of Ordinance.

It is the intent of this ordinance to regulate ambulance service within Ouachita Parish and to provide for a sole and exclusive private provider of ambulance service for Ouachita Parish. This Ordinance is not intended to preclude any public safety department in Ouachita Parish (fire, police, etc.) from operating or providing emergency ambulance services except under the exclusions set forth herein. However, this Ordinance shall not be interpreted to prohibit, preclude, impede or discourage the emergency medical services provided by the public safety departments within Ouachita Parish.

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that for good cause determined to be in the best interests of the City of West Monroe and its citizens, this ordinance shall be effective on and after the 21st day of April, 2026, with the provisions of Section 10-3001 as set out in Section 1. above, shall become operative on January 1, 2027.

SECTION 3. BE IT FURTHER ORDAINED, by the Mayor and the Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that if any section,

paragraph, sentence clause and/or phrase of this Ordinance or the application thereof is declared unconstitutional, unenforceable or invalid by the final Judgment of any Court of competent jurisdiction such unconstitutionality, unenforceability, or invalidity shall not affect the remaining sections, paragraphs, sentences, clauses and/or phrases of this Ordinance, since the same would have been enacted by the City of West Monroe without the incorporation into this Ordinance of any such unconstitutional, unenforceable or invalid section, paragraph, sentence, clause or phrase. To that end, the provisions of this ordinance are hereby declared severable.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea or nay vote, passed and adopted the _____ day of _____, 2026, the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 21ST DAY OF
APRIL, 2026

ANDREA PATE, CITY CLERK
CITY OF WEST MONROE
STATE OF LOUISIANA

STACI ALBRITTON MITCHELL, MAYOR
CITY OF WEST MONROE
STATE OF LOUISIANA