

**CONTRACT FOR EMERGENCY AND NON-EMERGENCY GROUND AMBULANCE
SERVICES
FOR THE
CITY of YOUNGSVILLE**

I. RECITALS

This Agreement is entered into by and between ACADIAN AMBULANCE SERVICE, INC ("Provider" or "Acadian"), and the CITY OF YOUNGSVILLE ("City" or "Service Area"), (herein duly represented by its duly authorized Mayor Ken Ritter, on this ____ day of _____, 20__, for the exclusive provision of emergency and non-emergency ambulance service.

II. DEFINITIONS

- a. 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.
- b. Sprint Unit:
"Sprint Unit" means any emergency vehicle with fully visual and audible warning signals operated by a certified ambulance service, the primary purpose of which is to respond to the scene of a medical emergency to provide emergency medical stabilization or support, or command, control, and communications, but which is not an ambulance designed or intended for the transport or a patient regardless of its designation.
- c. Person:
"Person" includes any person, firm, partnership, association, company or organization of any kind.
- d. Owner-Operator
"Owner" or "Operator" means any person who owns, controls, or operates an ambulance for purposes of providing both emergency and non-emergency medical care and transportation.
- e. Driver
"Driver" means any person who physically drives an ambulance.
- f. Certified Emergency Medical Technician-Basic:
"Certified Emergency Medical Technician-Basic" means an individual who has successfully completed an emergency medical technician- basic training program developed and promulgated by the United States Department of Transportation and adopted by the bureau, who is nationally registered, and who is certified by the bureau."

- g. Certified Emergency Medical Technician-Intermediate:
"Certified Emergency Medical Technician-Intermediate" means any individual who has successfully completed an emergency medical technician- intermediate training program developed and promulgated by the United States Department of Transportation and adopted by the bureau, who is nationally registered, and who is certified by the bureau.
- h. Certified Emergency Medical Technician-Paramedic:
"Certified Emergency Medical Technician-Paramedic" means any individual who has successfully completed an emergency medical technician- paramedic training program developed and promulgated by the United States Department of Transportation and adopted by the bureau, who is nationally registered, and who is certified by the bureau.
- i. Caregiver
"Caregiver" shall mean, individually and collectively, an Emergency Medical Technician-Basic, Emergency Medical Technician-Intermediate, or Emergency Medical Technician-Paramedic.
- j. 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 Bureau of Emergency Medical Services protocols.
- k. Basic Life Support (BLS) Ambulance:
"Basic Life Support Ambulance" means transportation by ground ambulance vehicle and medically necessary supplies and services, plus the provision of BLS ambulance services. The ambulance must be staffed by an individual who is qualified in accordance with state and local laws as an emergency medical technician-basic.
- l. 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.
- m. Non-Emergency:
"Non Emergency" means all medical care and transportation that is not emergency in nature as defined above.
- n. Urban Zone:
"Urban Zone" shall mean the City of Youngsville.

III. TERM

The term of this Agreement shall be for one (1) year beginning June 1, 2020. Upon expiration of the original term, this agreement shall be renewable for one (1) additional three (3) year term at the discretion of the City. Such renewal shall be subject to acceptance by Acadian before becoming effective and binding upon the parties. Notwithstanding the foregoing, During the initial one (1) year term, either party may terminate this Agreement by providing the other not less than sixty (60) days advanced written notice.

IV. OBLIGATIONS OF PROVIDER

a. Ground Ambulance Service

Provider shall provide exclusive emergency and non-emergency Advanced Life Support and Basic Life Support ground ambulance service for the duration of this agreement for all emergency and non-emergency transports which originate within the geographical boundaries of the Service Area.

In addition to ground ambulances, Acadian is to be the exclusive primary provider of rotor wing air ambulance transports which originate within the geographic boundaries of the Service Area dispatched through the 911 system or by any employee or volunteer first responder of the City 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 back up 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 Agreement it shall be obligated to maintain at least one medically configured Advanced Life Support helicopter stationed within the Parish and available a minimum of 24 hours per day. Provider further agrees that it shall be obligated to maintain a backup Advanced Life Support helicopter on a full-time 24 hour basis within 65 air miles of the 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 Agreement, Provider shall file with the City Council policies of general liability insurance, automobile liability insurance, workers compensation insurance and medical legal liability insurance issued by an insurance company qualified to do business in the State of Louisiana which shall contain the following conditions and stipulations.

- 1, The term of such insurance policies shall be for a period of not less than one(1) year. Proof of insurance must be provided on a yearly basis.

2. The general liability and automobile liability insurance policies shall provide not less than limits of liability for each accident causing bodily injury (including death at any time resulting from), 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 accident causing bodily injury (including death at any time resulting therefrom) of FIVE HUNDRED THOUSAND and NO/100 (\$500,000.00) DOLLARS for each person and FIVE HUNDRED THOUSAND and NO/100 (\$500,000.00) for each accident. Participation in the Patients' Compensation Fund of the State of Louisiana as set forth in LRS 40:1299.44, et seq., shall be deemed to be medical legal liability insurance within the contemplation of this 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. Provider shall furnish the Service Area with a waiver of subrogation against any and all claims for damages or liability to the extent arising from their operations within the geographical boundaries of the Service Area.
- c. Inspections of Ambulances**
- Before any operations under this contract commence, the ambulances listed in the application shall have current motor vehicle inspections stickers by the Louisiana Department of Motor Vehicles and each ambulance shall be equipped in compliance with the standards for ambulance equipment as contained and inspected and approved yearly by the Louisiana Department of Health and Hospitals and as set forth in LA. R,S. 40:1235.1. Any ambulance owned or operated by Provider in the Service Area, which has a mechanical defect or lacks ambulance equipment, as required by this contract, shall be corrected to conform to this Agreement.
- d. Emergency Medical Technicians**
1. No Ambulance shall transport an emergency patient with the transport originating in or from the geographic boundaries of the Service Area unless it is an Advanced Life Support ambulance capable of providing Advanced Life Support Services and whose crew shall consist of at least one Nationally Registered Paramedic and one Nationally registered EMT Basic as driver.
 2. No person shall provide services in any capacity on an emergency or non emergency response vehicle unless he is the holder of a certification of an emergency medical technician issued by the National Registry of Emergency Medical Technicians; or a certificate of license as a registered nurse or licensed

practical nurse; or is a physician or surgeon licensed to practice medical by the Louisiana State Board of Medical Examiners. No person shall provide services in any capacity without holding a valid certification of cardiopulmonary resuscitation issued by the American National Red Cross or the American Heart Association.

3. Provider shall, at all times, under penalty of revocation, certify that all persons serving on said ambulance meets the following qualifications:
 - a. The caregiver is a person of at least eighteen (18) years of age.
 - b. The caregiver is an Emergency Medical Technician who meets all State Certification Requirements and is in good standing with the Bureau of Emergency Medical Services of Louisiana as memorialized in LA R.S. 40:1231 et seq.
 - c. All employees of Provider who shall operate an ambulance in the Service Area shall have been issued and be in possession of a valid driver's license for the operation of said vehicle as required by the State of Louisiana. Additionally, Provider shall, at all times, certify, under the penalty of permit revocation, that all drivers of its ambulances meet the following criteria:
 1. The driver is a person of at least eighteen (18) years of age; and
 2. The driver is a Louisiana Certified Emergency Medical Technician-Basic, Emergency Medical Technician – Intermediate, or Emergency Medical Technician – Paramedic.

e. Standards for Ambulance Equipment

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

f. Ambulance Performance Standards

1. Provider warrants that is shall not unreasonably refuse to respond to a request for emergency service within the geographic boundaries of the Service Area.
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 services.
3. Provider warrants that it shall conform to all nationally accepted protocols with respect to ground ambulance response times.

g. Review of Rates and Financial Information

1. Provider shall submit a schedule of its rates for all services to the City for review by January 1st of each year and in such format as may be designated by the City. The City shall have authority to review, and/or approve such rates. The City shall have 15 days to review and or object to such. If written objection is not

presented within 15 days the rates will be deemed set and approved and become effective on the 16th day. I. 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 approved by the City. A current statement of said fees 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. Provider will be allowed to add and/or modify items that represent new and/or changing technology, equipment, services and pharmaceuticals and to charge reasonable fees for said new items that are added. Provider shall be entitled to an automatic annual inflationary increase in base rates at Providers then current customary rates within the State of Louisiana. Provider shall be entitled to an annual increase in rates in accordance with Provider's schedule of customary rates which rates shall not exceed the customary rates charged in other areas of the Parish, without the need for approval by the City, provided that such rates do not exceed 3% of the rate then in affect. Additionally, Provider shall be allowed to institute a change in rate structure and/ or amounts in such case as there has been a material change in the structure or amount of rates/reimbursements approved/made to ambulance providers by any federal or state agency or medical insurance provider. The City Council acknowledges that any event as set forth in the preceding sentence shall be deemed good cause for such a rate change in amount and/or structure.

2. Upon request, Provider shall permit the City or its auditor's reasonable access to its financial records, books, documents, papers, files, or other records, that are pertinent, during normal business hours upon reasonable notice and which shall only be revealed and discussed in executive or confidential session. In addition, the City 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.

h. Response Reliability Standards: Zones coverage

1. Provider shall produce a monthly average response time of ten minutes fifty-nine seconds (10:59) for all emergency responses originating within the Urban Zone. Provider attests that the response is and will remain the same at a maximum not to exceed ten minutes fifty-nine seconds (10:59) for any other municipality under similar contract arrangements within the Parish. If arrangements are agreed upon with City of Scott, City of Carencro and City of Broussard that are lower than contained herein then this agreement shall be amended to reflect the lower negotiated response time.

Throughout the term of this contract except as set forth below, Provider acknowledges that it shall be Provider's responsibility to meet said responses times regardless of the number of ambulances required to meet said standards. Additionally, Provider acknowledges that at all times it will operate said service aiming always to provide better and increased service and decreased responses times.

i. Response Time

Response times on emergencies 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 ambulance or Sprint Unit. Response times will be calculated each calendar month by Provider. Provider agrees to provide the City monthly reports of response times by area along with all back-up documentation including the itemized summary of each call that is included on the monthly report. The itemized summary of each call shall include all available information regarding the time, arrival times, etc. of each call, included on Monthly Response time reports shall be all calls excluded from the response time calculation. All information and back-up documentation that said calls should be excluded pursuant to the terms herein will be available upon request. The response time reports shall be distributed to the City within fifteen (15) days of the end of a month.

j. Essential Information

The "essential information" shall include location, any requested directions to location, callback number, and chief complaint or nature to the 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 City will monitor response times.

k. Excluded Responses

Provider shall have the responsibility to document the nature of the circumstances surrounding said excluded response and the runs affected. It shall be the Provider's responsibility to prove said response should be excluded or same shall be included. Excluded responses from response time obligations are as follows:

1. Faulty address-match data from the 911 computers or incorrect or insufficient information from the caller.
2. Responses which occur during periods of abnormally severe weather conditions that could reasonably be expected to substantially impair response time performance.
3. Unusual Road conditions and blocked railroad and bridge crossings which could reasonably be expected to impair response times.
4. Prank Calls
5. Excess runs which occur during periods of unusual system overload. Unusual system overload is defined as a period of time during which more than two (2) emergency calls are simultaneously in progress within the geographical boundaries of the Service Area. Excess runs are those responses after the second emergency call during a thirty (30) minute period of time.
6. Responses during a declared disaster, locally, or in a mutual aid jurisdiction that has requested assistance from Provider.
7. Any response after the first response in cases of multiple-response incidents (i.e., where more than one ambulance is sent to the same incident).
 - a. Delayed response due to potentially hazardous scenes or in which access is restricted by public safety personnel.

Provider agrees that it shall at all times have a responsibility to respond as soon as safely practicable even in the face of an excluded response. It is agreed that any such exceptions and/or exclusions from response will extend the required response times by only the amount of time by which the otherwise applicable response is interfered with or

inhibited by the exception.

I. Response Time Penalty

If Provider fails to meet “the standards” set forth below on non-excluded emergency calls Provider may be assessed penalties as follows:

- a. Response time of 11 minutes:45 seconds \$ 500.00**
- b. Response time of 12 minutes:45 seconds \$1,000.00**
- c. Response time of 14 minutes:45 seconds \$5,000.00**

The response time will be measured for calculations and assessment of penalties on a monthly basis. Should Provider fail to meet response times monthly within any area as defined in this Section, prior to any penalty being assessed, Provider shall be afforded opportunity to be heard before the City to show good cause as to why said penalties should not be imposed. If, in the discretion of the City, Provider demonstrates good cause, it shall be in the City’s discretion to waive the penalties. It is the intent of both parties that it shall be sole in the discretion of the City as to whether any penalty is waived and any waiver of penalties by the City 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 rights 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 monthly 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 ground ambulance stand-by at no charge for high school/college football games and other large scale events mutually agreed upon (i.e. Parades, Fourth of July Celebration) within the geographical boundaries of the Service Area. Upon request and acceptance, Provider agrees to provide such other stand-by service as is requested by the Service Area for similar events at a reduced charge. Provider also agrees to offer consolidated, annual First Responder training to the Service Area Firefighters in order to assist Provider with care in Emergency situations.

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 City as requested. A local full-time maintenance facility shall be maintained for servicing inspection and/or repair work.

o. Vehicle Locating System

Each ambulance within the geographic boundaries of the Service Area 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.

V. OBLIGATIONS OF THE SERVICE AREA

The Service Area shall instruct and inform all interested parties (including parish 911 director, etc.) that Provider shall be the exclusive ambulance service for all emergency (911 and other) and non-emergency ambulance transportation originating within the geographical boundaries of the Service Area.

The Service Area shall follow the terms of this agreement and the enabling ordinances establishing this contract. The Service Area agrees that it shall cooperate fully with the District Attorney, the Sheriff or any other governing body in the enforcement of all laws and ordinances governing unauthorized ambulance operation, including but limited to, referral to the Sheriff's office for enforcement measures. The Service Area agrees and acknowledges that any unauthorized operation shall be a violation of this agreement, which will cause financial harm to Provider and should Service Area not undertake steps to prevent continued violation of this Contract and / or the enabling ordinance, hereby assigns to Acadian its rights to report, have such activity sanctioned and request from the District Attorney, the Sheriff and any other governing body the violation of this Contract by a third party and allow Acadian to take all actions Acadian and/or the Service Area may have to further prevent such unauthorized ambulance service.

If the Service Area fails to reasonably cooperate as set forth above in an effort to prevent unauthorized ambulance transportation or provides any type of support towards the unauthorized service within the geographical boundaries of the Service Area after becoming aware of same, and unauthorized operation continues for a period exceeding fourteen days within a thirty day period, Provider's obligations of providing a Performance bond, if any and Provider's obligations under Response Times shall be extinguished for the remainder of the term of this Agreement or any renewal thereof and Provider will have the option to terminate this Agreement, effective within three (3) days of giving of notice of same.

VI. TERMINATION

A. Termination by the Service Area

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 Agreement, including those described herein as grounds for termination, which failure shall continue for a period of ten (10) days after notice thereof is given to Provider by the 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 City 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 undismitted 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:

- a). Failure of the Service Area to have the requisite authority to enter into this Agreement, or to enact any necessary Ordinances for ambulance services as provided for hereunder;
- b). Failure by the Service Area, by its own fault, to observe or perform any covenant, warranty, term or provision of this Agreement.
- c). The allowance of any additional ambulance service by the Service Area during the initial term of this Agreement or any renewal of this Agreement or the **ISSUANCE OF ANY PERMIT IN THE SERVICE AREA TO AN** additional ambulance service during the initial term or any subsequent renewal of this agreement.

Provider and Service Area 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. Any Notice under this Agreement shall be given by certified mail, return receipt requested to:

PROVIDER:
Acadian Ambulance Service, Inc.
P.O. Box 98000
Lafayette, LA 70509
ATTN: Chief Financial Officer

CITY:
City of Youngsville
305 Iberia St
Youngsville, LA 70592
ATTN: Mayor

VII. Indemnity

1. Provider's Indemnity of Service Area

Provider will indemnify, hold harmless and exempt the Service Area 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 incident to any work done by the Provider in the performance of this Agreement or to the extent arising out of a willful or negligent act or omission of Provider, its officers, agents, servants, and employees in the performance of this Agreement(including such individual acting contrary to this Agreement).

VIII. AUTHORITY TO ENTER INTO THIS AGREEMENT

1. Authority of Provider

Provider warrants that it has the full corporate authority and power to enter into this Agreement, and that Justin C. Back, Regional Vice President is authorized to execute this Agreement on behalf of Acadian Ambulance Service Inc.

2. Authority of the Service Area

The City represents that the necessary action by the appropriate authorities has been taken to approve this Agreement, and Mayor Ken Ritter, for the City of Youngsville, is authorized to execute this Agreement on behalf of the City.

IX. Agreement, Modification, and Governing Law

1. Force Majeure

Provider's performance of its obligations hereunder shall be excused in the event and during the period that such performance is prevented or rendered unsafe by the following: acts of God; acts of war, riot, accident, flood or sabotage; unavailability of adequate fuel, power or materials; judicial or governmental laws, regulations, requirements, orders or actions; injunctions or restraining orders which are ultimately determined to have been wrongfully granted; the failure of any governmental body to issue or grant, or the suspension or revocation of, licenses, permits or other approvals or authorizations necessary for the performance of the services contemplated by this agreement; or national defense requirements.

2. Entire Agreement

This Agreement 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 City, and Provider's proposal for an advanced life support emergency ambulance service.

3. Modification

No provision of this Agreement 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 Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

5. Partial Enforceability

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

TO BECOME EFFECTIVE THE ____ DAY OF _____ 20____.

ACADIAN AMBULANCE SERVICE, INC.

CITY of YOUNGSVILLE

By: _____

By: _____

Name: _____

Name: _____

Title: Regional Vice President

Title: Mayor

Date: _____,20____

Date: _____,20____