

Intergovernmental Agreement
By and Between
The Parish of Tangipahoa
and
The Town of Kentwood
The Town of Amite
The Town of Independence
The City of Hammond
The City of Ponchatoula

This agreement is entered into by each of the following entities for the purpose of memorializing the agreement of the parties in relation to the contract for the provision of exclusive emergency and non-emergency medical transportation services in Tangipahoa Parish by Acadian Ambulance Service, Inc. ("Acadian"). Each entity listed herein below hereby represents and warrants that they have executed this agreement with the authority of each of their respective governing boards and authorities:

Town of Kentwood
Town of Amite
Town of Independence
City of Hammond
City of Ponchatoula

Whereas, the Parish of Tangipahoa is authorized by State Statute to enter into an exclusive agreement for the provision of exclusive emergency and non-emergency medical **Ambulance** transportation services, with the governing board of such parish being the Parish Council; and

Whereas, each municipality is granted the authority pursuant to Louisiana Statute to join with the Parish for the provision of such emergency and non-emergency medical **Ambulance** transportation services and to enter into agreements for such purpose; and

Whereas, each municipality has historically participated with the Parish in the provision of emergency and non-emergency medical **Ambulance** transportation services with the Parish having contracted for the such services for the Parish; and

Whereas, each municipality hereby represents by execution of this agreement that each of them have been consulted and have reviewed the Agreement by and between Acadian and the Parish of Tangipahoa and **wish** to be a party to such agreement, bound thereby and beneficiary thereof and by execution of this agreement do consent to same; and

Whereas, after negotiations the parties have reached an understanding and all parties intend to be bound by the terms of the Agreement for Provision of Exclusive Emergency and Non-emergency Medical **Ambulance** Transportation Services by and between Acadian and the Parish of Tangipahoa, executed on or about the 1st day of January, 2024 (the "Agreement").

Whereas, all parties acknowledge that this agreement is necessary because time is of the essence and all parties to this agreement and the Agreement wish to secure such services for the citizens of the Parish and make all necessary plans and preparations and anticipate certain costs and procedures to insure that ambulance service will be provided by Acadian and service to the areas referenced herein is not jeopardized;

NOW THEREFORE, the parties having recited the basis for this agreement do hereby memorialize and intend to be bound by the terms hereof as well as those of the Agreement referenced herein, the parties having agreed state as follow:

TERM

1. The term of this Agreement shall be from the date of execution by all parties until the termination date of the Agreement.
2. The Town of Kentwood, the Town of Amite, the Town of Independence, the City of Hammond and the City of Ponchatoula, of by execution of this agreement do hereby express their intent to contract with Acadian Ambulance Service, Inc. as a party to the Agreement, for the exclusive provision by Acadian of emergency and non-emergency medical **Ambulance** transportation services.
3. All parties agree and acknowledge that the governing authority of Tangipahoa Parish will continue to be the governing authority over the Agreement on behalf of the municipalities which are parties hereto.
4. Acadian shall be the exclusive provider of emergency and non-emergency medical **Ambulance** transportation for the Parish of Tangipahoa and the municipalities which are a party hereto.

This agreement shall be governed in accordance with the Laws of the State of Louisiana.

Executed on this the ____ day of _____, _____.

Parish of Tangipahoa

Name:

Title:

Town of Kentwood

Name:

Title:

Town of Independence

Name:

Title:

Town of Amite

Name:

Title:

The City of Hammond

Name:

Title:

The City of Ponchatoula

Name:

Title:



Acadian AMBULANCE SERVICE



NATIONALLY
ACCREDITED

P.O. Box 98000 • LAFAYETTE, LA • 70509-9800

AMBULANCE
DISPATCH
511
800-259-1111

ADMINISTRATION
337-291-3333
800-259-3333

BILLING
800-259-2222

Tangipahoa Parish

2023

January Average Response:

Urban Zone (10:59 Minute Response): 10:16
(862 responses; 0 exceptions)

Parish Zone (17:59 Minute Response): 15:44
(468 responses; 0 exceptions)

February Average Response:

Urban Zone (10:59 Minute Response): 10:43
(742 responses; 0 exceptions)

Parish Zone (17:59 Minute Response): 16:59
(391 responses; 0 exceptions)

March Average Response:

Urban Zone (10:59 Minute Response): 10:30
(865 responses; 0 exceptions)

Parish Zone (17:59 Minute Response): 15:51
(488 responses; 0 exceptions)

April Average Response:

Urban Zone (10:59 Minute Response): 10:58

(842 responses; 0 exceptions)

Parish Zone (17:59 Minute Response): 16:11

(403 responses; 0 exceptions)

May Average Response:

Urban Zone (10:59 Minute Response): 10:31

(888 responses; 0 exceptions)

Parish Zone (17:59 Minute Response): 16:33

(458 responses; 0 exceptions)

June Average Response:

Urban Zone (10:59 Minute Response): 10:48

(826 responses; 0 exceptions)

Parish Zone (17:59 Minute Response): 16:05

(393 responses; 0 exceptions)

**CONTRACT FOR EMERGENCY AND NON-EMERGENCY AMBULANCE SERVICES
FOR THE
PARISH of TANGIPAHOA
and INCLUDING
ANY MUNICIPALITY CHOOSING TO PARTICIPATE
VIA INTERGOVERNMENTAL AGREEMENT**

I. RECITALS

This Agreement is entered into by and between ACADIAN AMBULANCE SERVICE, INC ("Provider" or "Acadian"), and the PARISH OF TANGIPAHOA (Parish), on its behalf and on behalf of any municipality that wishes to participate through an intergovernmental agreement (collectively, the "Service Areas") herein duly represented by its duly authorized Parish President, on this 25th day of MAY, 2023, 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 of 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 Advanced Emergency Medical Technician**
"Certified Advanced Emergency Medical Technician" means any individual who has successfully completed an advanced emergency medical technician 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. **Certified Emergency Medical Responder:**
"Certified Emergency Medical Responder" means any individual who have completed a state approved course and received a certification of same.
- j. **Caregiver**
"Caregiver" shall mean, individually and collectively, an Emergency Medical Technician-Basic, Emergency Medical Technician-Intermediate, or Emergency Medical Technician-Paramedic.
- k. **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.
- l. **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. BLS units provide basic lifesaving and life sustaining interventions while transporting a patient to a hospital or other medical facilities including the transportation of patients that are unable to travel safely by other modes of transportation due to underlying conditions. The ambulance must be staffed by an individual who is qualified in accordance with state and local laws as an emergency medical technician-basic.
- m. **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.

- n. **Non-Emergency:**
"Non Emergency" means all medical care and transportation that is not emergency in nature as defined above.
- o. **Urban Zone:**
"Urban Zone" shall mean the (5) mile radius from Duncan Avenue and Oak Street in Amite and I12 and SW Railroad in Hammond (combined result of both).
- p. **Rural Zone:**
"Rural Zone" shall mean any area subject to this contract that lies outside of the Urban Zone.
- q. **Service Area**
"Service Area" shall mean Tangipahoa Parish.
- r. **Catastrophic Event:**
"Catastrophic Event" means any sudden, extensive, or notable event or happening, misfortune or multiple or mass casualty incident resulting in: 1) 5 or more patients at any given location; or 2) 911 system overload due to unexpected or excessive emergency calls within any given time.
- s. **Mutual Aid Jurisdiction:**
"Mutual Aid Jurisdiction" means any service area in which Acadian is a provider or any jurisdiction in which Acadian has agreed through EMAC or contract to provide such mutual aid assistance during a declared disaster.
- t. **"Bureau":**
"Bureau" means the Louisiana Department of Health / Bureau of Emergency Medical Services

III. **TERM**

The term of this Agreement shall begin on January 1, 2024 and remain in full force and effect for a period of four (4) years ("original term"). Upon expiration of the original term, this agreement shall be renewable for two (2) additional four (4) year terms provided that the Quality Assurance Panel finds that the Provider has met the requirements of the Tangipahoa Parish Council. Such renewal shall be subject to acceptance by Acadian before becoming effective and binding upon the parties.

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.
- b. **Rotor Wing**
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 Parish or any of the Service Areas, and including any person working for or in a facility receiving local funding to subsidize such facility's operations and /or revenue, and as such shall also have medical helicopter support available to assist in critical situations when patients require expedient transport to appropriate medical facilities. If Acadian is unable to provide the necessary air support then Acadian shall call for a 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 50 miles of the Parish line and available 24 hours per day. Provider further agrees that is shall be obligated to maintain a backup Advanced Life Support helicopter on a full-time 24 hour basis within 90 air miles of the Tangipahoa Parish line. The helicopters shall be staffed at all times by a FAA licensed pilot and Nationally Registered Paramedic and /or Registered Nurse.

c. Insurance Required

Prior to commencing operations under this Agreement, Provider shall file with the Parish 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. All ambulance transports originating in or from the geographical boundaries of the Service Area shall be provided with a unit qualified at an appropriate level of service for the request and whose crew shall be in compliance with State and Federal requirements.
2. No person shall provide services in any capacity on an emergency or non emergency response vehicle unless he is in compliance with State and Federal requirements. No person shall provide services in any capacity without holding a valid certification of cardiopulmonary resuscitation issued by the American National Red Cross or the American Heart Association.
3. 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 at minimum 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 in compliance with State and Federal requirements.

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 is shall conform to all nationally accepted protocols with respect to ground ambulance response times within the two above defined zones.

g. Review of Rates and Financial Information

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

federal, state and/or local laws, rules and/or regulations relating to the disclosure of any such information.

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

h. Response Reliability Standards: Zones coverage

Provider acknowledges that a quarterly goal of the average response time shall be as follows:

Urban Zone – 10 minutes, 59 seconds

Rural Zone - 17 minutes, 59 seconds

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. Provider agrees to provide the Parish quarterly reports of response times by zone. Upon request from the QAP chairman or parish council chairman, Provider will supply an itemized summary of each call and shall include all available information regarding the time, arrival times, etc. of each call, included on quarterly 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 Parish Council Clerk within fifteen (15) days of the end of the quarter.

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 Parish Council may 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 or render the response unsafe.
3. Unusual Road conditions and blocked railroad and bridge crossings which could reasonably be expected to impair response times and ability to respond.
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 3 emergencies within a one-hour period of time within the North or South portions of the Parish, with a demarcation line between north and south being LA Hwy 40 from the west parish line to the east parish line; or more than 5 emergencies occurring within a one-hour period in the entire parish.
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).
8. Delayed response due to potentially hazardous scenes or in which access is restricted by public safety personnel.
9. Extended emergency "wall time" at a hospital's emergency department pending transfer of patient care to hospital staff of a delivered emergency care patient
Provider agrees that it shall at all times have a responsibility to respond as soon as safely and feasibly possible. It is agreed that any such exceptions and/or exclusions from response and response times will extend the required response times by only the amount of time by which the otherwise applicable response and response time is interfered with or inhibited by the exception.
In addition, Provider agrees that in the event the average total number of emergency transports subject to the terms of this Agreement, within a Twenty- Four hour period, when averaged over any consecutive Six month period, exceeds the average total number of such transports during the Six month period immediately preceding the Effective Date of this Agreement by an amount which would indicate a potential need for additional equipment and/or personnel, then Provider shall, at the written request of the Parish, investigate the economic and physical feasibility of an increase in equipment and/or personnel to the area(s) serviced by this Agreement and upon completion of such review, Provider may increase equipment and/or personnel in accordance with such findings.
10. Responses to calls at the request of Police or Fire services for the sole purpose of

obtaining a refusal of treatment/transport document.

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 emergency calls in each of the areas described in this section Provider may be assessed penalties as follows:

- a. Urban Zone: \$500 for each 60 seconds over the minimum 10:59 minute avg response time within the quarter
- b. Rural Zone: \$500 for each 60 seconds over the minimum 17:59 minute avg response time within the quarter

The response time will be measured for calculations and assessment of penalties on a quarterly basis. Should Provider fail to meet response times quarterly within any area as defined in this Section, prior to any penalty being assessed, Provider shall be afforded opportunity to be heard before the Parish to show good cause as to why said penalties should not be imposed. If, in the discretion of the Parish, Provider demonstrates good cause, it shall be in the Parish's discretion to waive the penalties. It is the intent of both parties that it shall be sole in the discretion of the Parish as to whether any penalty is waived and any waiver of penalties by the Parish 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 quarterly basis. It is the intent of the parties that should Provider repeatedly fail to adhere to the response time standards stated, it shall constitute grounds for termination of the contract.

m. Corporate Citizenship

Provider agrees, when available, to provide ground ambulance stand-by at no charge for high school/college football games 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 two (2) consolidated Emergency Medical Responders "EMR" refresher classes 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 Parish 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 PARISH

a. Quality Assurance Panel

The Parish will create a Quality Assurance Panel (the "Panel"), consisting of seven (7) members, responsible for reviewing issues related to the quality of the medical services and response times supplied under this Agreement. The specified membership of the Panel shall consist of (2) Tangipahoa Parish Council Members, (1) Appointee by the Tangipahoa Parish Council, (2) Members of the Tangipahoa Parish Fire Chief's Association, and (1) the Director of Tangipahoa Parish Communications District (911) or his/her appointee and (1) Tangipahoa Parish Fire Administrator. No person on the panel shall be affiliated with Provider or any other medical transport service provider. All appointments to the panel shall be made by the Tangipahoa Parish Council in compliance with the Louisiana Ethics Code established in the Louisiana Revised Statutes.

b. The Quality Assurance Panel will review reports by the public of the Provider's failure to respond timely to emergency calls, and to comply with clinical protocols and operational procedures related to customer and public contact. After investigation and review, if Provider fails to meet certain standards as set forth herein, the Panel may recommend to the Council the imposition of penalties as set forth in section IV (l) of this Agreement.

VI. 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 obey the terms of this agreement and the enabling ordinances establishing this contract; take reasonable steps (including referral to the District Attorney's office for criminal prosecution of any violators of the ordinance) to prevent any unauthorized operation of ambulance service (after being provided with reasonable notice by Provider) originating within the geographical boundaries of the Service Area during the term of 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.

If any or all of the Service Areas fail to cooperate as set forth above in an effort to prevent unauthorized ambulance transportation within the geographical boundaries of the Service Area through request for and cooperation in the sanctioning of the unauthorized activities after becoming aware of same, in writing, 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. The remedies set forth herein shall not be exclusive. Provider specifically reserves any and all other rights it may have against the Service Area under law and /or equity

VII. 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 sixty (60) 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 Parish Council demonstrate financial instability or insolvency.
- iv. Provider shall commence a voluntary case or other proceeding in bankruptcy or seek liquidation, reorganization, arrangement, readjustment of its debts or for any other relief under the federal bankruptcy laws, as amended, or under any other insolvency act or law, state or federal, now or hereafter existing, or shall take any other action indicating its consent to, approval, or acquiescence in any such case or proceeding; Provider shall apply for, or consent to or acquiesce in, the appointment of a receiver, liquidator, custodian, sequestrator, or a trustee for all or a substantial part of its property; Provider shall make an assignment of a substantial portion of its assets for the benefit of its creditors; Provider shall fail, or shall admit in writing its failure to pay its debts generally as such debts become due or;

There shall be filed against Provider an involuntary petition in bankruptcy or seeking liquidation, reorganization, arrangement, readjustment of its debts or any other relief under the federal bankruptcy laws, as amended, or under any other insolvency act or law, state or federal, now or hereafter existing, or a receiver, liquidator, custodian, sequestrator, or trustee of Provider for all or a substantial part of its property shall be appointed without the consent or approval of Provider or a warrant of attachment, execution or similar process against any substantial part of the property of Provider is issued; and the continuance of any such event or events for thirty (30) days undismissed or undischarged or within such thirty (30) days, the entering of an order for relief under the United States Bankruptcy Code.

B. Termination by Provider

1. Events of Default

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

- 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. Failure to comply with the terms of this agreement shall render this contract voidable at the discretion of the non-violating Party, provided that the Provider is given ninety (90) days advance notice and sixty (60) days to remedy any default. Provider and Service Area mutually agree that this contract shall only be voidable without cause by either party with 180 days notice. 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

PARISH:
Tangipahoa Parish Government
P O Box 215
Amite, LA 70422
ATTN: Parish President

VIII. 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).

IX. 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 its Regional Vice President is authorized to execute this Agreement on behalf of Acadian Ambulance Service Inc.

2. Authority of the Service Area

The Parish represents that the necessary action by the appropriate authorities has been taken to approve this Agreement, and the Parish President is authorized to execute this Agreement on behalf of the Tangipahoa **Parish Council**.

X. 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, staff, pandemic, 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 Parish, and Provider's proposal for the exclusive provision of emergency and non-emergency ambulance medical 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 1st DAY OF January, 2024.

ACADIAN AMBULANCE SERVICE, INC.

By: Tim Burke
Name: Tim Burke
Title: Regional Vice President
Date: 5/26/2023 | 4:36 AM PDT

PARISH OF TANGIPAHOA

By: Robby Miller
Name: Robby Miller
Title: Parish President
Date: 5/25/2023 | 5:12 PM CDT

Exhibit A – Pricing Catalog (to be provided by Acadian prior to execution of the Agreement.

ACADIAN AMBULANCE SERVICE, INC.
PRICING CATALOG

<u>Description</u>	Louisiana & Mississippi	
	2023 Rates	
	<u>Amount</u>	<u>Effective Dates</u>
<u>Transports</u>		
ALS2 Emergency	\$ 1,733.00	January 1, 2023
ALS1 Emergency	1,733.00	January 1, 2023
ALS1 Non-Emergency	1,733.00	January 1, 2023
BLS Emergency	1,733.00	January 1, 2023
BLS Non-Emergency	1,182.00	January 1, 2023
Specialty Care Base	3,066.00	January 1, 2023
Ambulance Response, treatment without transport	394.00	January 1, 2023
<u>Mileage</u>		
Mileage - 0 - 50 miles	\$ 37.62 per mile	January 1, 2023
51 - 100 miles	37.62	January 1, 2023
101 and over	37.62	January 1, 2023
<u>Standby Rates:</u>		
<u>Unscheduled (Hazardous Material Cleanup)</u>		
First Three Hours	\$ 1,836.00	January 1, 2023
Each Continuous Additional Hour	367.00 per hour	January 1, 2023
<i>*base is only charged once if standby is continuous : base is charged again if standby is closed out after 24 hrs and recalled next day</i>		
<u>Prescheduled</u>		
First Three Hours	\$ 919.00	January 1, 2023
Each Additional 1/2 Hour	118.00	January 1, 2023
Standby Non-Profit Organization	\$ 92.89 per hour	January 1, 2023
<u>EMT Contract Rates</u>		
Customary Basic	\$ 73.00	January 1, 2023
Customary Paramedic	105.00	January 1, 2023
Not for Profit Basic	45.57	January 1, 2023
Not for Profit Paramedic	64.86	January 1, 2023
<u>Ancillaries</u>		
Airvo device	\$ 1,680.00	January 1, 2023
Airway Mgmt-Disposable Supplies	124.00	January 1, 2023
Bariatric Stretcher	502.00	January 1, 2023

BiPAP	1,680.00	January 1, 2023
Burn Sheet	89.00	January 1, 2023
Capnometer	175.00	January 1, 2023
C-Collar	124.00	January 1, 2023
CPAP devise with Manometer	457.00	January 1, 2023
Disaster Bag	563.00	January 1, 2023
Disposable BVM	226.00	January 1, 2023
Disposable Splint	38.00	January 1, 2023
Disposable Supplies/Environ. Protection	151.00	January 1, 2023
EKG Monitor	283.00	January 1, 2023
EKG Monitor-Disposable Supplies	38.00	January 1, 2023
EKG Monitor Pace Pads	346.00	January 1, 2023
EKG 12 Lead	283.00	January 1, 2023
Endotracheal Intubation	151.00	January 1, 2023
Extra Ambulance Attendant	415.00	January 1, 2023
Extra Unit Assistance Fee	415.00	January 1, 2023
EZ-IO Intraosseous Infusion - disposable needle	680.00	January 1, 2023
Glucose	38.00	January 1, 2023
Hemostat	19.00	January 1, 2023
IV Set Up/Disposables	151.00	January 1, 2023
IVAC Pump	283.00	January 1, 2023
King-LTD	111.00	January 1, 2023
Out of Service Area	283.00	January 1, 2023
Oxygen Mask/Set Up	276.00	January 1, 2023
O.B. Kit	175.00	January 1, 2023
Poison Antidote Kit	139.00	January 1, 2023
Pulse Oximeter	175.00	January 1, 2023
Ready Heat Blanket	63.00	January 1, 2023
SAM Pelvic Sling II	118.00	January 1, 2023
Scalpel	12.00	January 1, 2023
Sterile Water	58.00	January 1, 2023
Suction Equipment	38.00	January 1, 2023
Throplex Chest Drainage System	418.00	January 1, 2023
Ventilator	1,680.00	January 1, 2023
Visidex Strip / Regeant Strip	38.00	January 1, 2023

Medication

Adenocard 12 mg	\$ 124.00	January 1, 2023
Amidate 2mg/ ml 20cc vial	78.00	January 1, 2023
Amiodarone	84.00	January 1, 2023
Aspirin	11.00	January 1, 2023
Atropine Sulfate	84.00	January 1, 2023
Benadryl	84.00	January 1, 2023
Calcium Chloride	84.00	January 1, 2023
Calcium Gloconte, 10%	52.00	January 1, 2023

Cardene 20mg (Nicardipine)	410.00	January 1, 2023
Cefazolin	19.00	January 1, 2023
D5W 1,000 CC	124.00	January 1, 2023
Dextrose	93.00	January 1, 2023
Diltiazem	85.00	January 1, 2023
Dobutamine	38.00	January 1, 2023
Dopamine	124.00	January 1, 2023
Epinephrine	84.00	January 1, 2023
Epinephrine 30mg	124.00	January 1, 2023
Famotidine	11.00	January 1, 2023
Fentanyl	85.00	January 1, 2023
Glucagon	418.00	January 1, 2023
Heparin	11.00	January 1, 2023
Ipratropium Bromide	84.00	January 1, 2023
Ketamine Hcl, 10mg/ ml 20 ml vial	124.00	January 1, 2023
Labetalol	124.00	January 1, 2023
Lasix	11.00	January 1, 2023
Levetiracetam	11.00	January 1, 2023
Lidocaine	84.00	January 1, 2023
Lidocaine, 20%	93.00	January 1, 2023
Lorazepam	12.00	January 1, 2023
Magnesium Sulfate	84.00	January 1, 2023
Mannitol, 20%	23.00	January 1, 2023
Metoprolol	84.00	January 1, 2023
Morphine Sulfate	18.00	January 1, 2023
Narcan, 2mg	197.00	January 1, 2023
Nitro Tab	11.00	January 1, 2023
Nitroglycerin Injection	124.00	January 1, 2023
Nitrol Ointment	84.00	January 1, 2023
Nitropress	84.00	January 1, 2023
Norepinephrine	84.00	January 1, 2023
Normal Saline 1,000 cc	124.00	January 1, 2023
Ondansetron	85.00	January 1, 2023
Oxymetazoline	84.00	January 1, 2023
Pitocin	11.00	January 1, 2023
Potassium Chloride	23.00	January 1, 2023
Propofol, 1g	68.00	January 1, 2023
Albuterol (Nebulizer always used)	84.00	January 1, 2023
Ringers Lactate 1,000 cc	151.00	January 1, 2023
Sodium Bicarbs, 8.4%	93.00	January 1, 2023
Sodium Bicarbs, 4.2%	52.00	January 1, 2023
Solu-Cortef	140.00	January 1, 2023
Solu-Medrol 1 gram	124.00	January 1, 2023
Succinylcholine 20 mg	11.00	January 1, 2023
Tranexamic Acid	124.00	January 1, 2023

Vecuronium	84.00	January 1, 2023
Versed, 5mg/ ml 1 ml vial	63.00	January 1, 2023
Zemuron 10 mg/ ml 10ml vial	124.00	January 1, 2023

Air Med Rotor Wing Services

Air Med Base Rate	\$ 26,635.00	January 1, 2023
Air Med Mileage	266.20	January 1, 2023
Emergency Flight Team Hourly	5,810.00	1.0 hr. min. January 1, 2023
Emergency Flight Team Base Rate	5,810.00	January 1, 2023
Offshore Hourly Rate	24,500.00	1.0 hr. min. January 1, 2023
Out of service area	796.00	January 1, 2023
Night Vision Goggle Charge	3,494.00	January 1, 2023

Helicopter stand-by –base rate	\$ 24,456.00	January 1, 2023
Helicopter stand-by –flight hour	3,494.00	January 1, 2023
Helicopter stand-by –hourly (on scene)	315.00	January 1, 2023

Air Services - Fixed Wing

Charter Flight service B200	\$ 2,550.00	January 1, 2020
Charter Flight service Lear 35		
Charter Flight service Lear 45	4,200.00	January 1, 2020
Charter Flight service Bravo	3,550.00	January 1, 2020
Charter Flight service Citation XLS	4,625.00	January 1, 2020
Charter Flight Standby - Hourly - B200	90.00	January 1, 2020
Charter Flight Standby - Hourly - Lear 45	145.00	January 1, 2020
Charter Flight Standby - Hourly - Bravo	145.00	January 1, 2020
Charter Flight Standby - Crew Charge - Dual - B200	1,150.00	October 1, 2019
Charter Flight Standby - Crew Charge - Dual - Lear 45	1,650.00	October 1, 2019
Charter Flight Standby - Crew Charge - Dual - Bravo	1,650.00	October 1, 2019
Charter Flight Standby - Crew Charge - Single	600.00	December 1, 2017
Excise Tax on Charter Only	7.5%	January 1, 2009
Medical Flight Base rate	5,978.23	March 1, 2019
Medical Flight service (roundtrip mileage)	17.43	March 1, 2019
Medical Flight - Crew Charge - B200	1,150.00	October 1, 2019
Medical Flight - Crew Charge - Lear	1,650.00	October 1, 2019
Ground Ambulance service	500.00 (per trip)	January 1, 2009
International Customs fees	2,800.00	January 1, 2009
Overnight Air Medical Team	575.00	January 1, 2009
Overnight Charter	625.00	January 1, 2020
