

1 Introduced January 10, 2023, by Councilman  
2 Borchert, seconded by Councilman Tamborella,  
3 (by request of Administration)

4 **Item No. 23-01-3461**

5 **ORDINANCE NO. 4114**

6  
7 An ordinance authorizing the Mayor of the City of Slidell to execute a Contract  
8 for Emergency and Non-Emergency Ambulance Services.  
9

10 WHEREAS, the health and safety of the citizens of Slidell and of those who  
11 are visitors to the City are vitally important; and  
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13 WHEREAS, the Slidell City Council finds that the provision of emergency and  
14 non-emergency ambulance services through a sole provider will provide a streamlined and  
15 increased level of service to those who require it and further the legitimate public interest  
16 of providing for public health and safety; and  
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19 WHEREAS, in Ordinance 3881, the Slidell City Council authorized the Mayor  
20 to execute a contract with Acadian Ambulance Service, Inc. that runs through February 28,  
21 2023; and  
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24 WHEREAS, the Slidell City Council recognizes the need to ensure consistent  
25 and necessary emergency and non-emergency ambulance services and therefore, has  
26 determined that it is in the best interest of the citizens of Slidell and its guests to negotiate  
27 a new contract with Acadian Ambulance Service, Inc.; and  
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30 WHEREAS, the Slidell City Council desires to enter into a new contract with  
31 Acadian Ambulance Service, Inc.; and  
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34 WHEREAS, the Slidell City Council further desires that Acadian Ambulance  
35 Service, Inc., be the sole provider of emergency and non-emergency ambulance services  
36 within the limits of the City of Slidell; and  
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1 **ORDINANCE NO. 4114**  
2 **ITEM NO. 23-01-3461**  
3 **PAGE 2**

4 WHEREAS, the Slidell City Council authorizes the Mayor to execute a  
5  
6 Contract with Acadian Ambulance Service, Inc. commencing March 1, 2023, and running  
7  
8 through February 28, 2028, with a five (5) year mutual renewal option; and

9 NOW THEREFORE BE IT ORDAINED by the Slidell City Council that the  
10  
11 Mayor of the City of Slidell is authorized to execute an exclusive Contract for Emergency  
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13 and Non-Emergency Ambulance Services, with Acadian Ambulance Service, Inc., in  
14  
15 substantially the form attached hereto and made a part hereof.

16 BE IT FURTHER ORDAINED that this ordinance shall become effective upon  
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18 adoption and shall supersede any prior inconsistent ordinance.

19  
20 **ADOPTED** this 14<sup>th</sup> day of February, 2023.

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22 

23 Bill Borchert  
24 President of the Council  
25 Councilman at-Large

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27 

28 Greg Cromer  
29 Mayor

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32 Thomas P. Reeves  
33 Council Administrator

DELIVERED	2/16/23
9:40 am	to the Mayor
RECEIVED	2/16/23
2:20 p.m.	from the Mayor

## CONTRACT FOR EMERGENCY AND NON-EMERGENCY AMBULANCE SERVICES

### A. Recitals

This agreement is entered into by and between ACADIAN AMBULANCE SERVICE, INC. ("Provider" or "Acadian"), represented herein by Howard Eddie Dupuis, Chief Financial Officer, and the CITY OF SLIDELL ("City"), represented herein by, George G. Cromer, Mayor, duly authorized by Ordinance No. 4114.

### B. Definitions

**"Advanced Life Support (ALS) 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 driver, two (2) attendants and a minimum of two litter patients so positioned so 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 Bureau protocols. One attendant shall be a Certified Emergency Technician-Paramedic.

**"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 or a medical transport vehicle that does not meet the regulations of an Ambulance. Said vehicle shall provide space for the driver, two (2) attendants and a minimum of two litter patients so positioned that at least one (1) patient can be given intensive life support during transit.

**"Basic Life Support (BLS) 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.

**"Bureau"** means the Louisiana Department of Health Bureau Of Emergency Medical Services.

**"Caregiver"** shall mean individually and collectively, an Emergency Medical Technician-Basic, an Emergency Medical Technician-Certified Advanced, or an Emergency Medical Technician-Paramedic.

**"Emergency Medical Technician"** 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.

**"Certified Advanced Emergency Medical Technician"** means an individual who has successfully completed an advanced 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.

**"Certified Paramedic"** means an 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.

**"Driver"** means any person who physically drives an Ambulance.

**"Emergency"** means a sudden unforeseen happening which requires action to protect lives

**"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.

**"Event of Force Majeure"** shall mean acts of God, acts of war, riot, accident, snow, ice, 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 services contemplated by this Agreement; or national defense requirements.

**"Extended Response"** means any response greater than eleven minutes fifty-nine seconds.

**"Non-emergency"** means all medical care and transportation that is not an Emergency as defined above.

**"Owner" or "Operator"** means any person who owns, controls, or operates an Ambulance for the purpose of providing both emergency and non-emergency medical care and transportation.

**"Person"** includes any person, firm, partnership, association, company or organization of any kind.

#### **C.Term**

The term of this Agreement shall be for 5 years beginning on March 1, 2023 and running through February 28, 2028. The parties shall have the option to agree upon (1) five year option for renewal by mutual written consent.

#### **D. Obligations Of The Provider**

1.Except as provided herein, Provider shall be the exclusive emergency and non-emergency Advanced Life Support and Basic Life Support Ambulance service for the duration of this Agreement for all transports originating within the geographical boundaries of the City.

2.Prior to commencing operations under this Agreement, Provider shall file with the City 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:

- a. 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.

- b. 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 there from), five million (\$5,000,000.00) dollars for each person, five million (\$5,000,000.00) dollars for each accident, and five million (\$5,000,000.00) dollars for property damage sustained in any accident, with the City listed and included as an additional insured to the extent of the Provider's Contractual obligations hereunder.
  - c. The medical malpractice policy (-ies) shall provide limits of liability of each accident causing bodily injury (including death resulting there from) of, at least, five hundred thousand (\$500,000.00) dollars for each person and five hundred thousand (\$500,000.00) dollars for each accident. Participation in the Patients Compensation Fund of the State of Louisiana as set forth in LRS 40:1299.44, et seq., shall be deemed to be medical legal liability insurance within the contemplation of this ordinance.
  - d. The workers' compensation insurance policy (-ies) shall provide coverage statutory benefits up to an aggregate amount for anyone claim in the amount of one million (\$1,000,000.00) dollars. In the event the Provider is self-insured, it shall provide evidence of self-insurance along with proof of adequate excess insurance.
  - e. Provider shall furnish the City with a waiver of subrogation against any and all claims for damages or liability arising from their operations within the City. The Provider's insurers will have no right of recovery of subrogation against the City of Slidell, it being the intention of the parties that the insurance policies so affected shall protect both parties and be the primary coverage for any and all losses covered by the above described insurance and for which Provider is contractually liable.
3. The City and Provider recognize the exclusive nature of this Agreement and the City's consequent sole reliance on Provider for the provision of ambulance services at all times including during Events of Force Majeure when able and not unsafe to do so. The City and Provider therefore agree and recognize that Provider's personnel and equipment cannot be placed in harm's way during Events of Force Majeure. Therefore, to the extent that the provision of services would place same in harm's way or Provider is prevented by such events from performing its obligations hereunder, Provider's obligations hereunder shall be excused during such Events of Force Majeure. Furthermore, during such times, Provider shall report to the Mayor or his designee and make sufficient personnel and equipment available for service within the City to the extent it is safe to do so as mutually agreed by the City and Provider.
4. Notwithstanding any provision in this Agreement to the contrary, upon the declaration of an emergency affecting the City or the approach of a named storm, the Provider shall immediately communicate with the City's Emergency Operations Center or the Mayor's office to establish Provider's anticipated response plan during the declared emergency event. Provider's obligations under this subsection are considered critical to the City. Any unreasonable failure to comply with these obligations may be considered a breach of this Agreement and may constitute an "Event of Default." Provider shall be given an opportunity to present justification before the full Slidell City Council why any alleged failure in this subsection does not constitute an "Event of Default" prior to any termination proceedings.
5. Education and Training – Acadian Ambulance agrees to participate and assist St. Tammany Fire District 1 with joint training and education at the request of its Department Chief when



resources are available. St Tammany Fire District 1 agrees to do the same for Acadian Ambulance Service at the request of its Operations Manager.

6. Supplies – Acadian Ambulance agrees to replace expendable items utilized by St. Tammany Fire District 1 medics prior to arrival of Acadian Ambulance on said call.

#### **E. Inspection of Ambulances**

Before any operations under this contract commence, the ambulances listed in the application shall have current motor vehicle inspection stickers by Louisiana Department of Motor Vehicles and each ambulance will be equipped in compliance with the standards for ambulance equipment as contained and inspected and approved yearly by the Louisiana Department of Health. Any ambulance owned or operated by the Provider in the City, which has a mechanical defect or lacks ambulance equipment, as required by this Agreement shall be corrected to conform to this Agreement.

#### **F. Emergency Medical Technicians**

1. No ambulance shall transport an emergency patient with the transport originating in or from the City unless it is an Advanced Life Support ambulance capable of providing Advanced Life Support Services and whose crew meets local and state requirements. During Events of Force Majeure, mass casualty, or emergency system overload, BLS units may be utilized for response, treatment, and transport of patients.

2. No person shall provide services in any capacity on an Ambulance unless he is the holder of a certification by the Louisiana Department of Health or its agent as a first responder; or a certification of an emergency medical technician issued by the National Registry of Emergency Medical Technicians; or a certificate of licensure as a registered nurse or licensed practical nurse; or is a physician or surgeon licensed to practice medicine by the Louisiana State Board of Medical Examiners. No person shall provide services in any capacity without holding a valid certification of cardiopulmonary resuscitation issued by the American National Red Cross or the American Heart Association.

3. Provider shall, at all times, under penalty of revocation, certify that all persons serving on said ambulance meets the following qualifications:

- a. The caregiver is a person of at least eighteen (18) years of age.
- b. The caregiver is an Emergency Medical Technician who meets all State Certification Requirements and is in good standing with Bureau of Emergency Medical Services of Louisiana.
- c. All employees of Provider who shall operate an ambulance in the City 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, the driver shall meet all local and state requirements as required by the Louisiana Department of Health, Bureau of EMS.

#### **G. Standards for Ambulance Equipment**

Provider warrants that each ambulance is either Advanced Life Support or Basic Life Support equipped as required by the Louisiana Department of Health, Bureau of EMS.

#### **H. Ambulance Performance Standards**

1. Provider, whenever possible, will notify St. Tammany Fire Protection District #1 of any emergency as soon as practicable after receiving the call for assistance. The notification will include the location and type of emergency.

2. The Provider will maintain 100% NIMS 100, 200, 300, 400, 700, 800 compliance.

#### **I. Review of Rates and Financial Information**

1. Provider shall submit a schedule of its rates for all services to the City Council upon execution of this Agreement and at other such times and in such format as may be designated by the City Council. Provider will not exceed the charges for base rate, mileage per run, supplies, oxygen and any other ground services included in Provider's Schedule of Rates except as Approved by the City Council. A statement of said fees is attached hereto as Exhibit A. Provider acknowledges that it is responsible for billing and collecting for services rendered. All fees for services rendered shall remain the property of the Provider. Provider will be allowed to add/or modify items that represent new and/or changing technology, equipment, services and pharmaceuticals and to charge reasonable fees consistent with customary company fees for said new items that are added. Provider shall be entitled to automatic annual inflationary increase in base rates not to exceed provider's customary rates.

2. Provider shall permit 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 agrees to execute any legal documents and abide by any federal, state and/or local laws, rules and/or regulations relating to the disclosure of any such information.

3. Provider, upon request shall present to the City Council an audit of Provider's financial statements and activities. A copy of every such annual audit shall be provided to the City Council and Provider shall have the right to demand that all audited financial statements and any other Proprietary Information, as deemed by the Provider, not be disclosed or distributed to the extent permitted by law. The parties agree that the City 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 City Council except as set forth hereafter. Should such audit produce results that materially differ from the results presented to the City Council by Provider, then, in such instance, Provider shall bear all costs associated with the independent audit that produced such differing results.

#### **J. Response Reliability Standards: Zone Coverage**

Provider shall produce a maximum response time of eight (8) minutes and fifty nine (59) seconds on not less than ninety percent (90%) of all emergency responses. Throughout the term of this Agreement Provider acknowledges that it shall be Provider's responsibility to meet said response times regardless of the number of ambulances required to meet said standards, Provider agrees to designate a minimum of 2 ALS units within the response zone.

#### **K. Response Time**

Response times on emergencies will be calculated from the time of receipt by Provider's Dispatch Center of "essential information" as defined in Section L until the arrival at the scene of the incident by an ALS equipped unit. Response times will be calculated each calendar month by Provider. Provider shall provide, within fifteen (15) working days following the end of the quarter

, a performance report of response times to emergency calls received to 911. One copy of this report shall be mailed or otherwise delivered to the Chairman of the Quality Assurance Panel for distribution to members of the Panel; One copy of this report shall be mailed or otherwise delivered to the Office of the Mayor; and One copy of this report shall be mailed or otherwise delivered to the Administrator of the City Council for distribution to the City Council.

#### **L. Essential Information**

The "essential information" shall include location, any requested directions to location, callback number, and chief complaint or nature of problem or if the initial location information is obtained from a 911 database, 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 may monitor response times.

#### **M. Quality Assurance Panel**

The City Council shall create a Quality Assurance Panel responsible for reviewing issues related to the quality of medical services and response times supplied under this Agreement. The specified membership of the panel shall be: three (3) City Council members, one (1) member from the Slidell Police Department, one (1) member from St. Tammany Fire District #1, and one (1) citizen appointed by the Mayor. No person on the panel shall be affiliated with the Provider or any other MTS (medical transport service) provider. All appointments to the panel shall be made, compliance with the Louisiana Ethics Code established in the Louisiana Revised Statutes. The City and Provider shall renegotiate the provisions of this Section after three compliance reports fall below 90% in a twelve month period. It is the intention of the parties that the renegotiation is to consider a stricter penalty system for noncompliance. Should the city implement a stricter penalty system for noncompliance the Provider will be granted an opportunity to be heard before the city council to show good cause as to why such stricter penalty system should not be imposed. In the event a mutual agreement is not reached, both parties will be afforded the opportunity to renegotiate the contract and if agreement cannot be reached, the Provider will have the option to give not less than 120 day notice to discontinue emergency service to the city of Slidell

#### **N. 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. eighty six percent (86%) to less than ninety percent (90% )	\$1,000.00
b. eighty one percent (81%) up to eighty five percent (85%)	\$2,500.00
c. less than eighty percent (80%)	\$5,000.00

Should Provider fail to meet response times, prior to any penalty being assessed, Provider shall be afforded an opportunity to be heard before the Quality Assurance Panel to show good cause why said penalties should not be imposed. If, in the discretion of the Quality Assurance Panel, Provider demonstrates good cause, it shall be the Panel's discretion to waive penalties. It is the intent of both parties that it shall be solely in the discretion of the Panel as to whether any penalty is waived and any waiver of penalties by the Panel shall not constitute a waiver of any other rights that may be granted by this Agreement nor shall it waive the City's right to terminate this Agreement 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 within a given quarter (3month period).. It is the intent of the parties that should the Provider repeatedly fail to adhere to the response times standards stated it shall constitute grounds for termination of the contract.



It is the further intent of the parties to recognize the occasion of an extraordinary event, out of the control of Provider, which hindered or prevented Provider from responding to a call in a timely manner, which may have affected Provider's compliance under this Contract. The City agrees to permit the Provider the opportunity to request the Panel grant an exception(s) based on extraordinary circumstances. Should an exception be granted, that exception/incident will not be reported as non-compliance. Notwithstanding the foregoing, all rights of the Panel and City Council are hereby reserved including, but not limited to, consideration and evaluation of the number of exceptions granted and the basis for said exceptions, compliance, non-compliance and termination of this Contract.

#### **O. Corporate Citizenship**

Provider agrees, when available, to provide ambulance stand-by at no charge for High School football games within the geographical boundaries of the City. Provider agrees to provide such other stand-by service as is requested by the City for similar events at a reduced charge, except that the Provider agrees to provide stand-by services at City sponsored events free of charge. All special events will be coordinated with St. Tammany Fire Protection District #1 to assure no redundant services are provided. It is hereby understood that all parties involved will ensure timely notification and communication prior to event.

#### **P. 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 Quality Assurance Panel as requested.

#### **Q. Vehicle Locating System and Radio System**

Each ambulance shall be equipped with Global Positioning Satellite (GPS) or equivalent technology and Provider shall maintain all necessary licenses, permits, etc. pursuant to state, federal and local laws and regulations to enable Provider to operate said system. Each ambulance shall be equipped with a radio that will allow for direct communication with St. Tammany Fire Protection District #1 and the Slidell Police Department.

#### **R. Obligations of the City**

1. The City shall instruct and inform all interested parties (including Parish 911 director, etc.) that the Provider shall be the exclusive ambulance service for all emergency (911 and other) and non-emergency ambulance transportation within the geographical boundaries of the City except as provided below. The City shall obey the terms of this Agreement and the enabling ordinances establishing this agreement and take reasonable steps including a notice to cease and desist operations, and therefore, if necessary, referral to appropriate authorities for legal action, civil or criminal, with regard to any violators or violations of the ordinance to prevent any unauthorized operation of ambulance service, after being provided with reasonable notice by the Provider, within the geographical boundaries of the City during the term of this Agreement. The City agrees that it shall cooperate fully with authorities in the enforcement of all laws and ordinances governing unauthorized ambulance operation, including but limited to, referral to appropriate authorities for enforcement measures. The City agrees and acknowledges that any unauthorized operation shall be a violation of this Agreement, which will cause financial harm to the Provider. If the City fails to reasonably cooperate as set forth above in an effort to prevent unauthorized ambulance transportation or is unsuccessful in upholding the exclusivity of this Agreement, within the geographical boundaries of the City through request for and cooperation in the sanctioning of unauthorized activities after becoming aware of same, in writing, and such failure continues for a period of seven (7) days or more, Provider will have the option to terminate this

Agreement, effective within thirty (30) days of giving 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 City under law. The City shall execute all documents and submit all necessary information to designate Provider as the emergency provider in its Emergency Operations Plan for the City. As such, Provider agrees that in the case of a declared emergency in the City, Provider shall have a designated representative of the Provider stationed in the City Emergency Operations Center during the duration of the event. Any charges incurred as a direct result of the emergency shall be submitted to the City which the City agrees to submit with its reimbursement fee and expense request made by any local, state, or federal agency consistent with procedures for same. Provider shall be reimbursed at the same rate which the City is reimbursed (for example, if the city receives 60% of its requested reimbursement, then Provider shall receive and accept 60% of its charges, fees and/or expenses submitted). Any unpaid amounts shall be the responsibility of the patient or facility requesting transport.

Notwithstanding any provision herein to the contrary, if during a declared emergency or in the event of an ordered evacuation, additional ambulance services are required within the City, then Provider shall not be the exclusive provider. The City may procure additional ambulance services as it sees fit and within its sole discretion. Upon the cessation of such emergency or evacuation Provider shall resume its exclusive authority.

#### **S. Termination**

##### **1. Termination by the City**

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

- a. 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 thirty (30) day after notice thereof is given to Provider by the City specifying such failure and requesting that it be remedied;
- b. Provider shall cease doing business as a going concern;
- c. Provider's financial reports to the City Council demonstrate financial instability or insolvency;
- d. Provider shall commence a voluntary case or other proceeding in bankruptcy or seek 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 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 the 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 portion of its property shall be appointed without the consent or approval of Provider or warrant of attachment, execution, or similar process against any substantial part of the property of the 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.

**2. Termination by Provider**

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

- a. Failure of the Service Area to have requisite authority to enter into this Agreement, or to enact any necessary Ordinances for ambulance services as provided for hereunder;
- b. Failure of 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 permits in the City to an additional ambulance service during the initial term or any subsequent renewal of this Agreement.

3. Provider and the City acknowledge and accept the terms and obligations agreed upon in this Agreement 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 it voidable at the discretion of the non-violating party, provided that the Provider is given thirty (30) days advance notice and fifteen (15) days to remedy any default.

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

**PROVIDER:**

Acadian Ambulance  
PO Box 98000  
Lafayette, LA 70509  
Attn: Howard Eddie Dupuis, CFO

**CITY:**

Office Of The Mayor  
P.O. Box 828  
Slidell, LA 70459

**T. Indemnity**

Provider will indemnify, hold harmless and exempt the City and its representatives, officers, agents, servants and employees from and against any 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 this Agreement or arising out of a willful or negligent act or omission of Provider, its officers, agents, servants, and employees (including such Individual acting contrary to this Agreement).

**U. Authority to enter into this Agreement**

1. Provider warrants that it has full corporate authority and power to enter into this Agreement, and that its Chief Financial Officer (CFO) is authorized to execute this Agreement on behalf of Provider.

2. The city represents that the necessary action by the appropriate authorities has been taken to approve this Agreement, and the Mayor is authorized to execute this Agreement.

**V. 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 there to, including, but not limited to, the request for proposals issued by the City, and Provider's proposal for an advanced life support ambulance service.

**W. 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.

**X. Governing Law**

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

**Y. Partial Enforceability**

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

**CITY**

City of Slidell

BY: 

Name: G.G. CROMER

Title: MAYOR, COS

DATE: 02/24/2023

**PROVIDER**

Acadian Ambulance Service, Inc.

DocuSigned by:

BY: 

B9F34A98E7154F4  
Name: Howard E. Dupuis

Title: Executive Vice President and CFO

DATE: 2/28/2023 | 5:30 PM CST

**Exhibit A**  
**Acadian Ambulance Service, Inc.**  
**Pricing Catalog**

<b>Louisiana &amp; Mississippi</b>		
<b>2023 Rates</b>		
<b>Description</b>	<b>Amount</b>	<b>Effective Date</b>
<b><u>Transports</u></b>		
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
<b><u>Mileage</u></b>		
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
<b><u>Standby Rates:</u></b>		
<b><u>Unscheduled (Hazardous Material Cleanup)</u></b>		
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>		
<b><u>Prescheduled</u></b>		
First Three Hours	\$ 919.00	January 1, 2023
Each Additional 1/2 Hour	118.00	January 1, 2023
<b>Standby Non-Profit Organization</b>	\$ 92.89 per hour	January 1, 2023
<b><u>EMT Contract Rates</u></b>		
Customary Basic	\$ 73.00 per hour	January 1, 2023
Customary Paramedic	105.00 per hour	January 1, 2023
Not for Profit Basic	45.57 per hour	January 1, 2023
Not for Profit Paramedic	64.86 per hour	January 1, 2023
<b><u>Ancillaries</u></b>		
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

**Description**

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	\$ 2,500.00	January 1, 2020
Charter Flight service Lear 35		January 1, 2020
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	January 1, 2020
Charter Flight Standby - Crew Charge - Dual - Lear 45	1,650.00	January 1, 2020
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

**Certificate Of Completion**

Envelope Id: 3F23BEADB9E94C51B8994B29271DED66

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Howard E. Dupuis


edupuis@acadian.com

Executive Vice President and CFO

Acadian Ambulance Service, Inc.

Security Level: Email, Account Authentication  
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ID: a899421b-fa0f-427f-9736-39a4e8eb0815

Company Name: Acadian Ambulance Service, Inc

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Bennie French

bfrench@acadian.com

Customer Relations Supervisor

Acadian Ambulance Service, Inc.

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Thomas Schneidau

tschneidau@cityofslidell.org

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Acadian Contracts Department contracts@acadian.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 10/19/2022 7:55:54 AM ID: 5eb8261a-544c-45cc-b203-d4796a1a5b4f Company Name: Acadian Ambulance Service, Inc.	<div>COPIED</div>	Sent: 2/28/2023 5:30:15 PM Viewed: 3/1/2023 7:31:38 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/28/2023 5:15:17 PM
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Payment Events	Status	Timestamps
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To contact us by email send messages to: [jgreco@acadian.com](mailto:jgreco@acadian.com)

To contact us by paper mail, please send correspondence to:

Acadian Ambulance Service, Inc

P O Box 98000

Lafayette, LA 70509-8000

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To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [jgreco@acadian.com](mailto:jgreco@acadian.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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