



# St. Bernard Parish Council

8201 West Judge Perez Drive Chalmette, Louisiana, 70043  
(504) 278-4228 Fax (504) 278-4209  
www.sbpq.net

**Guy McInnis**  
*Councilman  
at Large*

**George Cavignac**  
*Councilman  
at Large*

**Ray Lauga, Jr.**  
*Councilman  
District A*

**Nathan Gorbaty**  
*Councilman  
District B*

**Richard "Richie" Lewis**  
*Councilman  
District C*

**Casey W. Hunnicutt**  
*Councilman  
District D*

**Manuel "Monty"  
Montelongo III**  
*Councilman  
District E*

**Roxanne Adams**  
*Clerk of Council*

**#15**

EXTRACT OF THE OFFICIAL PROCEEDINGS OF THE COUNCIL OF THE PARISH OF ST. BERNARD, STATE OF LOUISIANA, TAKEN AT A REGULAR MEETING HELD IN THE COUNCIL CHAMBERS OF THE ST. BERNARD PARISH GOVERNMENT COMPLEX, 8201 WEST JUDGE PEREZ DRIVE, CHALMETTE, LOUISIANA ON TUESDAY, MAY 20, 2014 AT THREE O'CLOCK P.M.

On motion of Mr. Montelongo, seconded by Mr. Gorbaty, it was moved to **adopt** the following resolution:

## **RESOLUTION SBPC #1178-05-14**

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO ENTER INTO AN AMBULANCE SERVICE CONTRACT WITH ACADIAN AMBULANCE SERVICE OF NEW ORLEANS, LLC.

**WHEREAS**, the St. Bernard Parish Council decrees that it is in the best interest of St. Bernard Parish that Acadian Ambulance Service of New Orleans, LLC be awarded the ambulance service contract;

**WHEREAS**, the previously signed contract is attached as (Exhibit A);

**WHEREAS**, the governing authority is given the right to direct the execution of emergency medical care contracts by Louisiana Revised Statute 33:4791.1.

**NOW THEREFORE, BE IT RESOLVED**, the St. Bernard Parish Council, the governing authority of St. Bernard Parish, does hereby approve and authorize the Parish President to enter into the attached (Exhibit A) Medical Emergency contract.

The above and foregoing having been submitted to a vote, the vote thereupon resulted as follows:

**YEAS:** Lauga, Gorbaty, Lewis, Hunnicutt, Montelongo

**NAYS:** None

**ABSENT:** Cavignac

The Council Chair, Mr. McInnis, cast his vote as **YEA**.

And the motion was declared **adopted** on the 20<sup>th</sup> day of May, 2014.



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*Clerk of Council*

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Extract #15 continued  
May 20, 2014

## CERTIFICATE

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of a motion adopted at a Regular Meeting of the Council of the Parish of St. Bernard, held at Chalmette, Louisiana, on Tuesday, May 20, 2014.

Witness my hand and the seal  
of the Parish of St. Bernard on  
this 20<sup>th</sup> day of May, 2014.

ROXANNE ADAMS  
CLERK OF COUNCIL

**CONTRACT FOR EMERGENCY AND NON-EMERGENCY GROUND AMBULANCE  
SERVICES  
FOR THE  
PARISH OF ST. BERNARD**

**I. RECITALS**

This Agreement is entered into by and between ACADIAN AMBULANCE SERVICE OF NEW ORLEANS, LLC. ("Provider" or "Acadian"), and the ST. BERNARD PARISH GOVERNMENT ("Parish"), (the "Service Area"), herein duly represented by its duly authorized Parish President, on this   2nd   day of   August  , 2012, 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 Emergency Medical Technician-Intermediate:**  
"Certified Emergency Medical Technician-Intermediate" means any individual who has successfully completed an emergency medical technician- intermediate training program developed and promulgated by the United States Department of Transportation and adopted by the bureau, who is nationally registered, and who is certified by the bureau.
- h. **Certified Emergency Medical Technician-Paramedic:**  
"Certified Emergency Medical Technician-Paramedic" means any individual who has successfully completed an emergency medical technician- paramedic training program developed and promulgated by the United States Department of Transportation and adopted by the bureau, who is nationally registered, and who is certified by the bureau.
- i. **Caregiver**  
"Caregiver" shall mean, individually and collectively, an Emergency Medical Technician-Basic, Emergency Medical Technician-Intermediate, or Emergency Medical Technician-Paramedic.
- j. **Advanced Life Support (ALS) Ambulance:**  
"Advanced Life Support Ambulance" means any publicly or privately owned vehicle equipped or used for transporting the wounded, injured, sick or dead by stretcher including emergency vehicles used for that purpose, but not including funeral coaches or other public rescue or emergency service not primarily established for the purposes set forth herein and/or used exclusively as such. Said vehicle shall provide space for a driver, two (2) attendants and a minimum of two (2) litter patients so positioned that at least one (1) patient can be given intensive life support during transit. The vehicle must be permanently equipped, as part of its regular equipment, with the minimum essential equipment in appropriate sizes for treating infants, children and adults consistent with the Bureau of Emergency Medical Services protocols.
- k. **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.
- l. **Non-Emergency:**  
"Non-emergency" means all medical care and transportation that is not emergency in nature as defined above.
- m. **Zone 1:**  
"Zone 1" shall mean the area from the Orleans- St. Bernard parish line (including the Jackson Barracks) to a north/south line paralleling Kings Drive.
- n. **Zone 2:**  
"Zone 2" shall mean the area from the north/south line at Kings Drive to Palmisano Boulevard.
- o. **Zone 3:**

"Zone 3" shall mean the area between Palmisano Boulevard to a north/south line paralleling Edgar Drive.

p. Zone 4:

"Zone 4" shall mean the area between Edgar Drive and the north/south line paralleling Guillot Drive.

q. Zone 5:

"Zone 5" shall mean the area from Guillot Drive to the Eastern reaches of St. Bernard Parish.

### III. TERM

The term of this Agreement shall be for two (2) years effective August 2, 2012.

### IV. OBLIGATIONS OF PROVIDER

a. **Ground Ambulance Service**

Provider shall provide exclusive emergency and non-emergency Advanced Life Support ground ambulance service for the duration of this agreement within the geographical boundaries of the Service Area. This includes but is not limited to providing such services for those residents meeting medical necessity and who are a part of the Critical Transportation Needy Medical Needs program prior to a declared disaster so long as the information necessary to provide such service is provided to Provider at least 48 hours prior to conditions associated with such emergency, when known, becoming unsafe for the patient or personnel of Provider.

b. **Insurance Required**

Prior to commencing operations under this Agreement, Provider shall file with the ST. BERNARD 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 therefrom), 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) 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.

4. The workers' compensation insurance policy (ies) shall provide coverage for statutory benefits up to an aggregate amount for 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 arising from their operations within the geographical boundaries of the Service Area.
6. To the extent of Provider's indemnity obligation stated herein, Provider shall have Parish listed as a named insured on all policies reference in paragraphs 2 & 3 of this section.

**c. Inspection of Ambulances**

1. Before any operations under this contract commence, the ambulances listed in the application shall have current motor vehicle inspection stickers by the 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 in accordance with regulations set by the Louisiana Department of Health and Hospitals and as set forth in LA R.S. 40:1235.1. Any ambulance owned or operated by Provider in the Service Area, which has a mechanical defect or lacks ambulance equipment, as required by this contract, shall be corrected to conform to this agreement.

**d. Emergency Medical Technicians**

1. No ambulance shall transport an emergency or non-emergency patient with the transport originating in or from the geographical boundaries of the Service Area unless it is an Advanced Life Support ambulance capable of providing Advanced Life Support Services and whose crew shall consist of at least one Nationally Registered Paramedic and one Nationally Registered EMT Basic as driver.
2. No person shall provide services in any capacity on an emergency medical response vehicle unless he is the holder of a certification by the Department of Health and Hospitals 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 the Bureau of Emergency Medical Services of Louisiana as memorialized in LA R.S. 40:1231 et seq.
- c. All employees of Provider who shall operate an ambulance in the Service Area shall have been issued and be in possession of a valid driver's license for the operation of said vehicle as required by the State of Louisiana. Additionally, Provider shall, at all times, certify, under the penalty of permit revocation, that all drivers of its ambulances meet the following criteria:
  1. The driver is a person of at least eighteen (18) years of age; and
  2. The driver is a Louisiana Certified Emergency Medical Technician-Basic, Emergency Medical Technician – Intermediate, or Emergency Medical Technician – Paramedic.
- e. **Standards for Ambulance Equipment**
  1. Provider warrants that each ambulance shall carry at all times when the ambulance is in use the minimum essential equipment as specified in Definitions, Paragraph (i), Advanced Life Support Ambulance.
- f. **Ambulance Performance Standards**
  1. Provider warrants that it shall not unreasonably refuse to respond to a request for emergency service within the geographical boundaries of the Service 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 service.
  3. Provider warrants that it shall conform to all nationally accepted protocols with respect to ground ambulance response times within the five above defined Zones.
  4. Provider warrants that its employees are responsible for moving and lifting persons in need of ground ambulance service.
- g. **Review of Rates and Financial Information**
  1. Provider shall submit a schedule of its rates for all services to the St. Bernard Parish President and ST. BERNARD Parish Council at least once per year at such time and in such format as may be designated by the St. Bernard Parish President or ST. BERNARD Parish Council. Provider will not exceed the charges for base rate, mileage rate per run, supplies, oxygen and any other services included in Provider's Schedule of Rates except as Approved by the the St. Bernard President and ratified by resolution of the ST. BERNARD Parish 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. Provider agrees to bill third party insurers, Medicare and Medicaid where applicable. Patients or their representatives will be balanced billed for any co-pays, deductibles or non-covered services. In such instances where no third party insurer is available and patient is indigent or under

hardship, Provider agrees that it will make all reasonable accommodations for such patients, on a case by case basis, and at the sole discretion of Provider, in an effort to aid such patients in the satisfaction of their bills, including but not limited to, payment plans and/or hardship discount if applicable. Provider shall bill Patient at its usual and customary rate for each year services are provided under this contract, with the exception that in the first year of this contract, Provider shall bill patient at a discounted rate. Parish understands and agrees that in each year thereafter the rate for services shall be Provider's usual and customary rate and Provider's acceptance of the lower rate in the first year shall not be construed as any willingness on the part of the Provider to substitute such discount rate for the rate agreed to under this contract. All fees for services rendered shall remain the property of Provider. Provider will be allowed to add and/or modify items that represent new and/or changing technology, equipment, services and pharmaceuticals and to charge reasonable fees for said new items that are added.

2. 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.
3. Upon request, Provider shall present to the ST. BERNARD Parish an annual audit of owner/operator's financial statements and activities. A copy of every such annual audit shall be provided to the St. Bernard Parish President and the ST. BERNARD Parish Council. Both parties 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 Session of the ST. BERNARD Parish Council. The parties agree that the ST. BERNARD Parish has the right to demand an independent audit of the response time of Acadian'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 ST. BERNARD Parish Council except as set forth hereafter. Should such audit produce results which materially differ from the results presented to the council by Acadian, then, in such instance, Acadian shall bear all costs associated with the independent audit which produced such differing results.

**h. Response Reliability Standards; Zones coverage**

1. Provider shall produce a maximum response time of ten minutes (10:59) on not less than 90% of all emergency responses originating within Zones 1 through 4 and no more than a maximum response time of greater than 30 minutes.
2. Provider shall produce a maximum response time of twelve minutes (12:59) on not less than 80% of all emergency responses originating within the Zone 5 and no more than a maximum response time of greater than 45 minutes.

Throughout the term of this contract Provider acknowledges that it shall be Provider's responsibility to meet said response times regardless of the number of ambulances required to meet said standards. Provider further acknowledges that the response times are minimum standards and not maximum standards and Provider further warrants that it will always strive to achieve decreased response times.

**j. 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 ALS equipped unit or Sprint Unit, however, arrival at the scene by a Sprint Unit shall not relieve Provider of its responsibility to have a transport vehicle on scene no later than five (5) minutes after arrival of the Sprint Vehicle. Response times will be calculated each calendar month by Provider upon request by council clerk Provider agrees to provide to St Bernard Parish Council. Provider agrees to provide to the ST. BERNARD Parish Council monthly reports of response times by area including the itemized summary of each call on the monthly report. The itemized summary of each call shall include all available information regarding the time, arrival times, etc. of each call. Included on Monthly Response time reports shall be all calls excluded from the response time calculation. All information and back-up documentation that said calls should be excluded pursuant to the terms herein will be available upon request. The response time reports shall be distributed to the ST. BERNARD Parish Government Council and Administration within 15 days.

**k. Essential Information**

The "essential information" shall include location, any requested directions to location, callback number, and chief complaint or nature of problem or if the initial location information is obtained from a 911-data base, confirmation that the patients' location is the same as that of the caller or confirmation of the patient's actual location. Each party to this agreement as well as the ST. BERNARD Parish Government Council and Administration may monitor response times.

**l. 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 Provider's responsibility to prove said response should be excluded or same shall be included. Excluded responses under this Agreement are as follows:

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

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

**m. Response Time Penalty**

Provider shall make its best efforts to meet "the standards" set forth below on emergency calls in Zones 1-4 of the areas described in this section : :

- a. 76% to less than 90%
- b. 71% up to 75%
- c. Less than 70%

Provider shall make its best efforts to meet "the standards" set forth below on emergency calls in Zone 5 of the areas described in this section:

- a. 71 % to less than 80%
- b. Less than 70 %

Upon request by Council Clerk, Provider agrees to provide quarterly response time reports.

**n. Corporate Citizenship**

Provider agrees, when available, to provide ambulance stand-by at no charge for high school/college football games within the geographical boundaries of the Service Area. Provider agrees to provide such other stand-by service as is requested by the Service Area for similar events at a reduced charge. Provider agrees to offer consolidated EMS training to the Service Area Firefighters that serve as First Responders in order to assist Provider with care in Emergency situations.

**o. 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 and audited by the ST. BERNARD Parish Government Council and/or Administration as requested.

**p. Vehicle Locating System**

Each ambulance within the geographical 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.

**q. Local Stations**

The Provider shall provide for all Local Stations in the Parish of St. Bernard during the term of this Agreement.

**V. OBLIGATIONS OF THE SERVICE AREA**

The Service Area ( or the "Parish") 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 that originate 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 a notice to cease and desist operations, and therefore, if necessary, referral to the District Attorney's office for appropriate

legal action (civil or criminal) with regard to any violators or violations of the ordinance) to prevent any unauthorized operation of ambulance service (after being provided with reasonable notice by Provider) 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 not limited to, referral to the Sheriff's office for enforcement measures. The Service Area agrees and acknowledges that any unauthorized operation may constitute a violation of this agreement, which has the potential to cause financial harm to Provider.

If the Service Area fails to reasonably 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 such failure to cooperate continues for a period of seven (7) days or more, Provider's shall be entitled to a credit of \$500 per day that the violation continues towards any penalties which may be due or become due under this Agreement. Additionally, Provider will have the option to terminate this Agreement, effective within sixty (60) 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.

## **VI. TERMINATION**

### **A. Termination by the Service Area**

#### **1. Events of Default**

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

- i. Failure by Provider to observe and perform in any material way any covenant, warranty, term or provision of this Agreement, including those described herein as grounds for termination, which failure shall continue for a period of 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 ST. BERNARD 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 permissive allowance of any additional ambulance service or similar provider by the Service Area during the initial term of this Agreement or any renewal of this Agreement or the ***ISSUANCE by the St. Bernard Parish Government Council and/or Administration OF ANY PERMIT IN THE SERVICE AREA TO AN additional ambulance service during the initial term or any subsequent renewal of this agreement.***

## **C. Termination by Parish**

Parish shall have the right to terminate this agreement in its sole discretion upon providing Provider sixty days (60) advance written notice.

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 thirty (30) days advance notice and thirty (30) days to remedy any default.

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 70509-8000  
Attn: Chief Financial Officer

**PARISH:**

St. Bernard Parish Government  
8201 W Judge Perez Drive  
Chalmette, LA 70043  
Attn: Dave Peralta, Parish President

**VII. Indemnity****1. Provider's Indemnity of Service Area**

Provider will indemnify, hold harmless and exempt the Service Area and its and their representatives, officers, agents, servants and employees from and against any and all liability, suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees to the extent arising out of or in any way concerning or incident to any willful or negligent act or omission of Provider, its officers, agents, servants and employees in the performance of this Agreement by Provider.

**VIII. AUTHORITY TO ENTER INTO THIS AGREEMENT****1. Authority of Provider**

Provider warrants that it has the full corporate authority and power to enter into this Agreement, and that its Vice President of Operations, Steve Kuiper, 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 ST. BERNARD Parish President is authorized to execute this Agreement on behalf of the *ST. BERNARD Parish Government Council*.

**IX. Agreement, Modification, and Governing Law****1. Force Majeure**

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

**2. Entire Agreement**

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous arrangements or understandings with respect thereto, including, but not limited to, the request for proposals issued by the Parish, and Provider's proposal for an advanced life support emergency ambulance service.

**3. Modification**

No provision of this Agreement can be modified, changed, discharged or terminated except by an instrument in writing signed by the party against whom the enforcement of any modification, change, discharge or termination is sought.

**4. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

**5. Partial Enforceability**

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

TO BECOME EFFECTIVE THE 2<sup>nd</sup> DAY OF August, 2012.

**ACADIAN AMBULANCE SERVICE  
OF NEW ORLEANS, LLC.**

By: Steve Kuiper  
Steven A. Kuiper  
Vice President, Operations

Date: 8.2.12

**ST. BERNARD PARISH GOVERNMENT**

By: David Peralta  
David Peralta  
Parish President

Date: 8-2-2012