

**CONTRACT FOR EMERGENCY AND NON-EMERGENCY GROUND AMBULANCE
SERVICES
FOR THE
CITY OF PFLUGERVILLE, TEXAS**

RECITALS

This Agreement is entered into by and between ACADIAN AMBULANCE SERVICE OF TEXAS, LLC, INC ("Provider" or "Acadian"), and the CITY OF PFLUGERVILLE ("City") herein duly represented by Sereniah Breland, its duly authorized City Manager, to become effective on the Effective Date, for the provision of emergency and non-emergency ambulance service.

Whereas, on October 12, 2021, the City Council of the City of Pflugerville adopted Ordinance No. 1520-21-10-12 requiring that any EMS or non-emergency ambulance transfer service obtain a franchise from the City of Pflugerville prior to operating within its jurisdictional limits; and

Whereas, this Agreement is made pursuant to Ordinance No. 1520-21-10-12 and constitutes a Franchise for purposes of satisfying Ordinance No. 1520-21-10-12.

I. 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 Texas Department of State Health Services, who is nationally registered, and who is certified by the Texas Department of State Health Services."

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 Texas Department of State Health Services, who is nationally registered, and who is certified by the Texas Department of State Health Services.

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 Texas Department of State Health Services, who is nationally registered, and who is certified by the Texas Department of State Health Services.

i. Caregiver

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

j. Advanced Life Support (ALS) Ambulance:

"Advanced Life Support Ambulance" means any publicly or privately owned vehicle equipped or used for transporting the wounded, injured, sick or dead by stretcher including emergency vehicles used for that purpose, but not including funeral coaches used exclusively as such. Said vehicle shall provide space for a driver, two (2) attendants and a minimum of two (2) litter patients so positioned that at least one (1) patient can be given intensive life support during transit. The vehicle must be permanently equipped, as part of its regular equipment, with the minimum essential equipment in appropriate sizes for treating infants, children and adults consistent with the Texas Department of State Health Services.

k. Basic Life Support (BLS) Ambulance:

“Basic Life Support Ambulance” means transportation by ground ambulance vehicle and medically necessary supplies and services, plus the provision of BLS ambulance services. The ambulance must be staffed by an individual who is qualified in accordance with state and local laws as an emergency medical technician basic.

l. Emergency Patient:

"Emergency Patient" shall mean an individual who is ill, injured, or otherwise incapacitated and is at risk of needing medical care during transportation by stretcher to or from a health care facility.

m. Non-Emergency:

“Non- Emergency” means all medical care and transportation that is not emergent in nature as defined above.

n. Service Area:

“Service Area” shall mean the combination of the Urban Zone and the Extraterritorial Jurisdiction as referenced in the attached Exhibit 7.

o. Urban Zone:

“Urban Zone” shall mean the portion of the Service Area that is within the City limits of the City of Pflugerville, Texas.

p. Extraterritorial Jurisdiction (ETJ)

“Extraterritorial Jurisdiction” Means the portion of the Service Area that is the current and future unincorporated area outside the City of Pflugerville’s corporate boundary as defined by the State of Texas, which shall be amended as the City’s ETJ expands and contracts pursuant to state law.

q. Essential Information:

“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.

r. Bariatric Services:

“Bariatric Services ” consist of the use of special equipment, additional personnel and other services as needed based upon the patient’s condition at the time of transport. Bariatric services may be provided, based upon availability of bariatric unit, patient necessity, for a patient whose weight is in excess of 500 pounds or as requested.

II. TERM

The term of this Agreement shall be for two (2) years beginning at midnight (00:00:00) on January 1, 2022, and ending on January 1, 2024 at 06:59:00. Upon expiration of the original term, this agreement shall be renewable for two (2) additional one (1) year terms at the discretion of the City. Such renewal shall be subject to acceptance by Acadian before becoming effective and binding upon the parties. The Provider is subject to review and analysis by the City on a semi-annual basis (6-month) by the City Manager, Police Chief, or their respective designees, and the City Council.

III. OBLIGATIONS OF PROVIDER

a. Ground Ambulance Service

Provider shall be the exclusive provider, within the Urban Zone and the non-exclusive provider within the Extraterritorial Jurisdiction, of emergency and non-emergency Advanced Life Support and Basic Life Support ground ambulance service for the duration of this Agreement and for all emergency (9-1-1 Code 3 Calls and 9-1-1 Code 2 Calls) and non-emergency transports (Interfacility transfers) which originate within the geographical boundaries of the Service Area. Provider acknowledges that it is responsible for billing and collecting for services rendered. All fees for services rendered shall remain the property of Provider.

b. Performance Bond and Insurance Required

Prior to commencing operations under this Agreement, Provider shall file with the City a performance bond in the amount of \$500,000.00, said bond to remain in effect during the terms of this Agreement.

In addition, Provider shall file with the City, within 5 days of the execution of this Agreement, as a condition precedent to acquiring any rights under this Agreement, 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 Texas which shall be maintained during the full term of this Agreement and which shall contain the following conditions and stipulations.

1. 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 City listed and included as an additional insured to the extent of Provider's Contractual obligations hereunder.

2. 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.

3. 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. If Provider is self-insured, it shall provide evidence of self-insurance along with proof of adequate excess insurance.

4. Each of the above policies of Provider's shall contain a waiver of subrogation in favor of City to the extent of Provider's Contractual obligations contained herein.

5. Provider agrees that, with respect to the above insurance, the City shall be provided notice, in writing, of cancellation or material change. The general liability coverage shall, to the extent of Provider's contractual and indemnity obligations, specifically name the City of Pflugerville, Texas as an additional insured. Unless said coverage is on an "occurrence basis", such professional liability coverage shall include "tail" coverage of the same limits as stated above for any "claims-made" policy as necessary to continue coverage until any applicable statute of limitations has expired. Each certificate shall provide that no policy may be cancelled or materially altered unless at least thirty (30) days prior written notice of such cancellation or material alteration is provided to the City. The Parties agree that the coverage limits may be achieved through a combination of primary and excess coverages.

c. Inspections of Ambulances

All ambulances utilized by Provider shall have current motor vehicle registration / inspections stickers issued by the Texas 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 Texas Department of Health and Hospitals. City shall have the right to inspect any ambulance at any time for compliance with this subsection. Any ambulance owned or operated by Provider in the Service Area, which has a mechanical defect or lacks ambulance equipment, as required by this contract, shall be corrected to conform to this Agreement.

d. Emergency Medical Technicians

1. No Ambulance shall transport an emergency patient with the transport originating in or from the geographic boundaries of the Service Area unless it is in compliance with State and Federal regulations.
2. No person shall provide medical services in any capacity on an emergency or non-emergency response vehicle unless he is the holder of a certification of an emergency medical technician issued by the National Registry of Emergency Medical Technicians; or a certificate of license as a registered nurse or licensed practical nurse; or is a physician or surgeon licensed to practice medical by the Texas 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. All persons serving on said ambulance shall meet the following qualifications under penalty of revocation of this Agreement by City for failure to do so:

- 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.
- 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 Texas. Additionally, Provider shall, always, 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 compliant with State and federal regulations regarding drivers of emergency vehicles.

e. Standards for Ambulance Equipment

1. Each ambulance shall, when the ambulance is in use, carry the minimum essential equipment as specified in Definitions Paragraph j) Advanced Life Support (ALS) Ambulance or (k) Basic Life Support (BLS) Ambulance.

f. Ambulance Performance Standards

1. Provider shall not refuse to respond to a request for emergency service within the Service Area except as otherwise provided for in this Agreement. .
2. Provider 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 shall conform to all nationally accepted protocols with respect to ground ambulance response times within the above defined zones.
4. Provider shall provide a minimum (4) four MICU level ambulances and staff to provide emergency medical services coverage and transport for the Service Area with hours of operations to be determined based on call volume and system management needs. Additionally, twenty-four (24) hours per day, seven (7) days per week, Provider shall provide support to first responders on scene when requested to do so and shall also serve as the scene EMS transport provider for first responders serving the Service Area. Provider shall staff all vehicles with at least one driver compliant with State and federal regulations, and one emergency medical technician-paramedic (EMT-P) who have active status certification, as required for MICU level services by 25 TAC § 157.11(g), as amended. All drivers and EMT-Ps must maintain, at a minimum, a current cardiopulmonary resuscitation ("CPR") card, HazMat certification, completion of federal National Incident Management System ("NIMS") courses for disaster management as required by Federal and State authorities, as well as current TDSHS certification. All Provider vehicle drivers shall possess and maintain an appropriate and current Texas driver's licenses. Provider

agrees to retain all employee files, or e- file equivalent, at Provider's Austin location for the term of the Agreement to facilitate audit activity. All vehicles utilized in the performance of this Agreement shall meet any and all applicable Federal, State and local laws and regulatory requirements.

5. Radio Systems. Provider, at its sole expense, shall have the ability to communicate on the city/county Public Safety MA-COM 800-megahertz radio system fire marshal's talk groups as assigned, and the city/county interoperability talk groups, to include all local, state, and federal interoperability channels. It shall further maintain at its sole expense its 800MHz privately owned land mobile radio system as well have each ambulance equipped with a MOTOTRBO XPR4580 digital mobile radio with 160-channel capacity and each medic issued with a MOTOTRBO XPR 6580 digital portable radio with 160-channel capacity to communicate with the dispatch center and other crews.
6. Medical Direction. Provider shall retain the services of a medical director to provide medical supervision, develop treatment and transport protocols and/or standing orders of each level of care rendered by Acadian personnel. The medical director shall be a licensed physician under the terms of the Texas Medical Practice Act, be Board Certified by the American Board of Emergency Medicine in emergency medicine and shall meet all requirements as set forth by Federal, State and local laws pertaining to EMS, including but not limited to, Chapter 773 of the Texas Health and Safety Code and Chapter 157 of Title 25 of the TAC. Treatment and transport protocols, standing orders, and medical management shall be at the sole and absolute discretion of Provider.
7. Emergency Medical Dispatchers. Provider shall ensure that all emergency dispatch personnel are appropriately trained to handle calls accurately and timely and are certified by the Association of Professional Communications Officers in emergency medicine or by the National Academies of Emergency Dispatchers (NAED-EMD).

g. Rates and Financial Information

1. In the first year of this Agreement, the rates for services shall be as set forth on Exhibit A attached hereto. Thereafter, Provider shall submit a schedule of its rates for all services to the City for review prior to December 31st of each year and in such format as may be designated by the City. Upon receipt of the proposed rates the City shall have 30 days to review and or object if the rates exceed the automatic adjustment as set forth below. If written objection is not presented within 15 days, the rates will be deemed set and approved and become effective on February 1st each year. Provider shall not exceed the base rate, mileage rate per transport, supplies, oxygen and any other services included in Provider's Schedule of Rates except as previously approved by the City. A current statement of said fees is attached hereto as Exhibit A. 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 consistent with national standards. Provider shall be entitled to an automatic annual inflationary increase in base rates at Providers then

current customary rates within the State of Texas. Provider shall be allowed to increase charges for ancillaries at the then current market rate, without the need for approval by the City. Additionally, Provider shall be allowed to institute a change in rate structure and/ or amounts in such case as there has been a material change in the structure or amount of rates/reimbursements approved/made to ambulance providers by any federal or state agency or medical insurance provider. The City Council acknowledges that any event as set forth in the preceding sentence shall be deemed good cause for such a rate change in amount and/or structure.

2. Provider shall permit the City or its auditor's, during normal business hours, reasonable access to its financial records, books, documents, papers, files, or other records, that are pertinent to this Agreement, excepting any legally privileged and/or proprietary information, upon reasonable notice and which shall only be revealed and discussed in executive or confidential session and not in a public forum. Failure to provide access to such documents within ten (10) business days of a written request by City shall be considered a material breach of this Agreement. The City and its members agree to execute any documents and abide by any federal, state and/or local laws, rules and/or regulations relating to the disclosure of any such information including retraction of any legally protected and/or proprietary information including but not limited to the Texas Public Information Act.
3. Provider shall provide to the City a copy of any annual audit of Provider's financial statements and activities. The City shall maintain any provided audit consistent with its obligations under the Texas Public Information Act. The parties agree that the City has the right to require 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 City of Response Time information for a particular period and shall be for the account of the City except as set forth hereafter. Should such audit produce results which materially differ from the results presented to the City 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:

Provider shall have the capabilities to place an ALS capable ambulance at the scene of each life-threatening emergency request within 08:00 minutes or less within the Urban Zone (City Limits) and within 10:00 minutes or less in the Extraterritorial Jurisdiction (ETJ) Zone within the 90th percentile. The compliance measurement period is defined as any complete month or accumulation of months in which the total number of calls in a given response area (i.e. Urban Zone or ETJ) equals or exceeds 100 calls for each category below:

1. Urban Zone, Code 3 response time standard is 8:00 minutes or less at 90% of the time;
2. ETJ Zone, Code 3 response time standard is 10:00 minutes or less at 90% of the time;
3. Urban Zone, Code 2 response time standard is 15:00 minutes or less 90% of the time;
4. ETJ Zone, Code 2 response time standard is 20:00 minutes or less 90% of the time.

Provider shall properly monitor response reliability for compliance with this Agreement.

Throughout the term of this contract except as set forth below, 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. Additionally, Provider always acknowledges that it will operate said service aiming always to provide better and increased service and decreased response times.

i. Dispatch Operations

1. Dispatch

Acadian will provide dispatch services for emergency medical care in the emergency operating area 24 hours a day, 7 days a week. Acadian shall:

- a. Provide all dispatch services; a third party or sub-contractor dispatching provider will not be allowed without prior approval by the City.
- b. Receive calls for emergency ambulance service that are initially answered by Pflugerville 911 Center then transferred to Acadian by a PSAP staff member.
- c. Receive TTY/TDD communications in accordance with Americans with Disabilities Act/Department of Justice requirements.
- d. Provide professional Emergency Medical Dispatch with Priority Dispatch protocols and pre-arrival lifesaving instructions using International Academies of Emergency Dispatch (IAED) certified Emergency Medical Dispatchers.
- e. Ensure dispatch employees are IAED certified within six months of employment and must work under the supervision of a certified EMO until the certification is attained.
- f. Utilize accepted dispatch quality assurance programs.
- g. Use automatic vehicle locating (AVL) equipment to monitor all emergency vehicles at all times.
- h. Utilize GIS software compatible with CAPCOG mapping data in order to expedite responses.
- i. Ensure separate dispatch and field operations supervisors will

be on duty at all times and will be jointly responsible for posting assignments and other adjustments to field assignments.

- j. Participate in CAD to CAD communication with PSAPs when technologically feasible.

j. Response Times

1. Minimum Response Times. 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. The Sprint Unit is not to be used to stop the Provider’s response time performance clock unless there is no ALS unit availability from Travis County ESD2. Response times will be calculated each calendar month by Provider. Provider agrees to provide the City monthly reports of response times by area along with all back-up documentation including the itemized summary of each call that is included on the monthly report. The itemized summary of each call shall include all available information regarding the time, arrival times, etc. of each call. Included on Monthly Response time reports shall be all calls excluded from the response time calculation. All information and back-up documentation that said calls should be excluded pursuant to the terms herein will be available upon request. The response time reports shall be distributed to the City within fifteen (15) days of the end of a month. The urban response zone and the ETJ response zones will be measured independently in a single measurement period for each, and combined to produce overall compliance rate. The following Exhibits are attached for illustration purposes only or as reference:

- a. Exhibit #1 - Response Time Requirements;
- b. Exhibit #3 - Response Compliance Calculation Methodology

2. Non-emergency response times applicable Interfacility Transfers (IFT) shall be mutually agreed by the Parties. The performance of IFTs shall not erode response time performance of all other calls.

k. CAD Individual Case Data Requirement

The following data elements are available for each request for service received in the City's emergency operating area. As data needs change over time, data fields may be deleted or added by the City. The City shall be able to review CAD data on a real-time basis and shall be provided a CAD data upload of individual case level data on a monthly basis and as requested. Exhibit #2 - Computer Aid Dispatch (CAD) Time Stamp is attached hereto for reference. Exhibit #6 – Acadian’s Communication Center – Dispatch Priority Codes is attached hereto for reference.

This data will form the basis of the monthly compliance reporting, including compliance percentages by Urban Zone, ETJ, and the Service Area as a whole, if applicable.

Acadian will submit a spreadsheet or data file each month, in format(s) specified by the City, with individual record / rows for each request for service originating at a location

within the Service Area. If the report contains the address of the emergency response, the City agrees to keep the report confidential due to HIPAA regulations.

In the event of a request for mutual aid, as much data as possible will be recorded with notes indicating mutual aid received and provider of mutual aid. The data fields available on each call and response are listed below. Those underlined shall be included in initial reports:

- Ambulance Incident #
- Internal CAD Reference (Response) #
- Dispatched address
- Municipality (City)
- Which Accountability Zone (Urban Zone or ETJ)
- Latitude/longitude of dispatched address
- EMD determinant
- Initial unit assigned
- Initial Call Status (e.g., Emergency vs. Non-Emergency)
- Call Status Change (if applicable)
- Call Status Change Date and Time (if applicable)
- Date and Time of Call
- Date and Time of Arrival at Scene
- Calculated Response Interval
- Depart Scene Date and Time
- Arrival at Destination Date and Time
- Available for New Call Date and Time
- Transport Mode (Emergency vs. Non-Emergency)
- Exception Suggestion Code (for the category of exemption being suggested)

I. Excluded Responses

Provider shall have the responsibility to substantiate with documentation 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 using ambulance vehicle GIS data that supports the exemption claim. Excluded responses from response time obligations are limited to the following:

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 bridge crossings which could reasonably be expected to impair response times.
4. Prank Calls.

5. Excess runs which occur during periods of unusual system overload. Unusual system overload is defined as a period during which three (3) calls for service are simultaneously in progress during the hours of 07:00:00 to 17:59:00 and between 18:00:00 and 06:59:00 are two (2) call for service within the geographical boundaries of the Service Area during a thirty (30) minute period. Timeframes may be adjusted using historical call data of peak demand times.
6. Responses during a declared disaster, locally, or in a mutual aid jurisdiction that has requested assistance from Provider. During such periods, Acadian shall use best efforts to maintain primary coverage, while simultaneously providing disaster assistance as needed.
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.

Provider agrees that it shall 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.

m. Maintenance of Vehicles

All ambulances shall be adequately maintained, serviced, and mechanically sound. Provider shall maintain maintenance records that may be inspected by the City as requested. A local full-time maintenance facility shall be maintained for servicing inspection and/or repair work within Travis County.

n. 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.

IV. OBLIGATIONS OF THE CITY

The City shall instruct and inform all interested parties (including city 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 Urban Zone.

The City shall, after being provided with reasonable notice by Provider, take reasonable steps to prevent any unauthorized operation of ambulance service originating within the Urban Zone during the term of this contract (including referral to the municipal court for criminal prosecution of any violators of the ordinance). The City agrees that it shall cooperate fully with the

enforcement of all laws and ordinances governing unauthorized ambulance operation, including but limited to, referral to the municipal court 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 Provider.

If the City fails to cooperate as set forth above through a request for and cooperation in the sanctioning of the unauthorized activities after becoming aware of same, 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 City under law and /or equity.

V. TERMINATION

a. Termination by the City for Material Breach

Each of the following acts, omissions or occurrences shall constitute a "Material Breach" hereunder:

1. Failure of the Contractor to operate the service in a manner consistent with federal, state and local laws, rules and regulations;
2. Supplying the City with false or misleading information with regard to records, documents or data kept for the purposes of determining Contractor's performance under the terms of this proposal;
3. Deliberate and unauthorized scaling down of operations to the detriment of performance or level of service;
4. Chronic and persistent failures of the ambulance provider's employees to conduct themselves in professional manner, and to present a professional appearance to such extent that the City's name may be harmed;
5. Failure of the Contractor to provide data generated in the course of operations, including, but not limited to, patient report data not protected under state or federal law, response time data, or financial data;
6. Failure of the Contractor to assist the City in its takeover after the declaration of a major breach has been declared by the Contract Liaison who has been appointed by the City;

7. Failure to substantially and consistently meet or exceed the various clinical response standards provided for in this Agreement;
8. Excessive and unauthorized scaling down of operations to the detriment of performance during “lame duck” period;
9. Failure of the Contractor to maintain equipment in accordance with manufacturer or industry maintenance practices;
10. Making an assignment for the benefit of creditors; filing a petition for bankruptcy; being adjudicated insolvent or bankrupt; petitioning by a custodian, receiver or trustee for a substantial part of its property; or, commencing any proceeding relating to it under the bankruptcy, reorganization arrangements, readjustment of debt, dissolution or liquidation law or statute;
11. Chronic failure of the Contractor to meet response time requirements as set forth in the contract. Chronic failure shall be defined as three (3) of five (5) consecutive calendar months within each defined response zone;
12. Failure to furnish key personnel of quality and experience as agreed;
13. Failure to submit reports and information under the terms and conditions outlined in this Agreement;
14. Failure of the Contractor to maintain insurance in accordance with the Agreement;
15. Any other failure of performance required in this Agreement and which is determined by the City to constitute a default or endangerment to public health and safety;
16. Failing to follow all billing and coding laws and obligations; and
17. Failure to comply with any obligation under Article III of this Agreement.

The Contractor shall be liable for all fees, costs, and expenses incurred by the City to enforce the terms of the Contract.

b. Service Provider Obligations upon Termination

Should this Agreement be terminated by City for a Material Breach, Provider agrees to continue to provide all services required in and under this Agreement for a period of one hundred and twenty (120) days following termination of this Agreement or until written notice to cease providing services is provided by the City to Provider. During such period, Provider will continue all operations and support services at the same level of effort and performance that were in effect prior to the termination including without limitation all obligations related to the qualifications of key personnel. Provider will make no changes in the methods of operation described in which could reasonably be considered to be aimed at cutting services and operating costs to maximize profits without prior written approval by the City. During such period, the City will not unreasonably withhold its approval of a request by Provider to begin an orderly transition process that includes making reasonable plans to relocate staff, scale down certain inventory items, or the like as long as such transition activity does not impair Provider's performance during the 120-day period. Where Provider is unable to comply with the 120-day performance period requirement, the Performance Bond will be used to offset any costs of contracting with another provider.

c. 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 City to have the requisite authority to enter into this Agreement, or to enact any necessary Ordinances for ambulance services as provided for hereunder as determined by a court of competent jurisdiction or other appropriate authority;
- b). Failure by the City, 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 Urban Area during the initial term of this Agreement or any renewal of this Agreement or the ***ISSUANCE OF ANY PERMIT IN THE URBAN ZONE TO AN*** additional ambulance service during the initial term or any subsequent renewal of this agreement.

Provider and City acknowledge and accept the terms and obligations agreed upon in this contract and shall comply with all provisions herein and with all 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 other Party is given ninety (90) days advance notice and sixty (60) days to remedy any default. Provider and City mutually agree that this contract shall only be voidable without cause by either party with 180 days' notice.

VI. Notice

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

PROVIDER:

Acadian Ambulance Service of Texas, LLC.

P.O. Box 98000

Lafayette, LA 70509

ATTN: Chief Financial Officer

CITY:

City of Pflugerville, Texas

100 East Main St, Suite 300 (P O Box 589)

Pflugerville, TX 78691-0589

ATTN:City Manager

VII. Indemnification

PROVIDER COVENANTS AND AGREES TO INDEMNIFY , DEFEND AND HOLD HARMLESS, THE CITY AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF THE CITY, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, OR LIABILITY FOR DAMAGES CAUSED BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROVIDER OR THE PROVIDER'S AGENT, PROVIDER UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE PROVIDER EXERCISES CONTROL. SUCH ACTS MAY INCLUDE PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE CITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO PROVIDER'S ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF PROVIDER, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, PROVIDER OR SUBCONTRACTOR OF PROVIDER, AND THEIR RESPECTIVE OFFICERS, AGENTS EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OF THE RIGHTS OR PERFORMANCE OF THE DUTIES UNDER THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF CITY, ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES, IN INSTANCES WHERE SUCH NEGLIGENCE CAUSES PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE. IN NO EVENT SHALL THE INDEMNIFICATION OBLIGATION EXTEND BEYOND THE DATE WITH WHEN THE INSTITUTION OF LEGAL OR EQUITABLE PROCEEDINGS FOR THE PROFESSIONAL NEGLIGENCE WOULD BE BARRED BY ANY APPLICABLE STATUTE OF REPOSE OR STATUTE OF LIMITATIONS.

THE PROVISIONS OF THIS INDEMNITY ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS,

CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. PROVIDER SHALL ADVISE THE CITY IN WRITING WITHIN 24 HOURS OF ANY CLAIM OR DEMAND AGAINST THE CITY OR PROVIDER KNOWN TO PROVIDER RELATED TO OR ARISING OUT OF PROVIDER'S ACTIVITIES UNDER THIS AGREEMENT.

PROVIDER COVENANTS AND AGREES TO HOLD A DUTY TO DEFEND THE CITY AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF THE CITY, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL CLAIMS, LIENS, PROCEEDINGS, ACTIONS OR CAUSES OF ACTION, OTHER THAN CLAIMS BASED WHOLLY OR PARTLY ON THE NEGLIGENCE OF, FAULT OF, OR BREACH OF CONTRACT BY THE CITY, THE CITY'S AGENT, THE CITY'S EMPLOYEE OR OTHER ENTITY, EXCLUDING THE PROVIDER OR THE PROVIDER'S AGENT, EMPLOYEE OR SUB-PROVIDER, OVER WHICH THE CITY EXERCISES CONTROL. PROVIDER IS REQUIRED UNDER THIS PROVISION AND FULLY SATISFIES THIS PROVISION BY NAMING THE CITY AND THOSE REPRESENTATIVES LISTED ABOVE AS ADDITIONAL INSURED UNDER THE PROVIDER'S GENERAL LIABILITY INSURANCE POLICY AND PROVIDING ANY DEFENSE PROVIDED BY THE POLICY UPON DEMAND BY CITY.

VIII. Independent Contractor

Provider covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City; that Provider shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and Providers; that the doctrine of respondent superior shall not apply as between City and Provider, its officers, agents, employees, contractors, subcontractors and Providers, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint ventures between City and Provider. The Parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Provider under this Agreement and that the Provider has no authority to bind the City.

IX. Agreement, Modification, and Governing Law

a. Entire Agreement

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

b. Amendments

Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be affected by amendment, in writing, executed by both City and Provider, and, if applicable, subject to formal approval by the City Council of the City.

c. Governing Law

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

d. Severability

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of Pflugerville, Texas, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein, including but not limited to the exclusivity of the Agreement; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

e. Waiver

Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either Party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged. In case of City, such changes must be approved by the City Council. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

f. Corporation in Good Standing.

Provider warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas.

g. Texas Government Code Mandatory Provision.

1. The City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; (ii) will not boycott Israel during the term of the contract; (iii) does not boycott energy companies; (iv) will not boycott energy companies during the term of the contract; (v) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (vi) will not discriminate during the term of the contract against a firearm entity or firearm trade association (Texas Government Code, Chapter 2271.002; 2274.002).
2. Company hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as this term is defined in the Texas Government Code, Section 808.001, as amended. Company hereby verifies that it does not boycott energy companies, and agrees that, during the term of this agreement, will not boycott energy companies as this term is defined in Texas Government Code, Section 809.001, as amended. Company hereby verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and agrees that, during the term of this agreement, will not discriminate against a firearm entity or firearm trade association as those terms are defined in Texas Government Code, Section 2274.001, as amended.
3. Further, Company hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organizations.

h. 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. Because this Agreement is being entered into during the COVID19 pandemic, COVID19 shall not be considered a Force Majeure event.

i. Stark Law, Anti-Kickback Statute, and Texas Prohibition Against the Solicitation of Patients.

The parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable federal, state, and local law, including but not limited to the federal Stark law, the federal anti-kickback statute, and the Texas prohibition against the solicitation of patients. Notwithstanding any unanticipated effect of any of the provisions herein, neither Party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of the Stark law, anti-kickback statute, or the Texas prohibition against the solicitation of patients.


j. Confidentiality.

Provider agrees to adequately instruct its employees and all personnel that may provide services pursuant to this Agreement regarding the confidentiality and privacy of patients and patients' medical information.

EFFECTIVE THE LATER OF EITHER THE APPROVAL BY THE CITY COUNCIL OR THE DATE OF THE FINAL SIGNATORY TO THIS AGREEMENT (“Effective Date”).

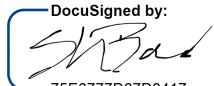
ACADIAN AMBULANCE SERVICE
OF TEXAS, LLC.

CITY of PFLUGERVILLE, TX

By: 
FD5923D66E744C3...

Name: J. Troy Mayer

Title: Regional Vice President
Date: 11/11/2021 | 11:03 AM PST

By: 
75E6777D67D8447...

Name: Sereniah Breland

Title: City Manager
Date: 11/11/2021 | 12:57 PM CST

Exhibits

Exhibit A – Acadian Pricing Catalog (2022 Rates)

Exhibit 1 – Response Time Requirements

Exhibit 2 – Computer-Aid Dispatch (CAD) Time Stamps

Exhibit 3 – Response Compliance Calculation Methodology

Exhibit 4 – Reserved

Exhibit 5 – Acadian Communication Center – Dispatch Priority Codes

Exhibit 6 – Service Area Map (City Limits and ETJ)

Exhibit A
ACADIAN AMBULANCE SERVICE, INC.
PRICING CATALOG

<u>Description</u>	Texas	
	2022 Rates	
	<u>Amount</u>	<u>Effective Dates</u>
<u>Transports</u>		
ALS2 Emergency	\$ 1,984.00	January 1, 2022
ALS1 Emergency	1,453.00	January 1, 2022
ALS1 Non-Emergency	1,411.00	January 1, 2022
BLS Emergency	1,453.00	January 1, 2022
BLS Non-Emergency	955.00	January 1, 2022
Specialty Care Base	3,039.00	January 1, 2022
Ambulance Response, treatment without transport	316.00	January 1, 2022
<u>Mileage</u>		
Mileage - 0 - 50 miles	\$ 29.14 per mile	January 1, 2022
51 - 100 miles	29.14	January 1, 2022
101 and over	29.14	January 1, 2022
<u>Standby Rates:</u>		
<u>Unscheduled (Hazardous Material Cleanup)</u>		
First Three Hours	\$ 1,588.00	January 1, 2022
Each Continuous Additional Hour	318.00 per hour	January 1, 2022
<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	\$ 795.00	January 1, 2022
Each Additional 1/2 Hour	101.00	January 1, 2022
Standby Non-Profit Organization	\$ 80.38 per hour	January 1, 2022
<u>EMT Contract Rates</u>		
Customary Basic	\$ 64.00	January 1, 2022
Customary Paramedic	91.00	January 1, 2022
Not for Profit Basic	39.44	January 1, 2022
Not for Profit Paramedic	56.12	January 1, 2022
<u>Ancillaries</u>		
Airvo device	\$ 1,386.00	January 1, 2022
Airway Mgmt-Disposable Supplies	101.00	January 1, 2022
Bariatric Stretcher	411.00	January 1, 2022
BiPAP	1,386.00	January 1, 2022
Burn Sheet	74.00	January 1, 2022
Capnometer	144.00	January 1, 2022
C-Collar	101.00	January 1, 2022
CPAP devise with Manometer	374.00	January 1, 2022
Disaster Bag	468.00	January 1, 2022
Disposable BVM	188.00	January 1, 2022
Disposable Splint	32.00	January 1, 2022
Disposable Supplies/Environ. Protection	123.00	January 1, 2022
EKG Monitor	232.00	January 1, 2022
EKG Monitor-Disposable Supplies	32.00	January 1, 2022

ACADIAN AMBULANCE SERVICE, INC.
PRICING CATALOG

Texas		
2022 Rates		
Description	Amount	Effective Dates
EKG Monitor Pace Pads	287.00	January 1, 2022
EKG 12 Lead	232.00	January 1, 2022
Endotracheal Intubation	123.00	January 1, 2022
Extra Ambulance Attendant	340.00	January 1, 2022
Extra Unit Assistance Fee	340.00	January 1, 2022
EZ-IO Intraosseous Infusion - disposable needle	565.00	January 1, 2022
Glucose	32.00	January 1, 2022
IV Set Up/Disposables	123.00	January 1, 2022
IVAC Pump	232.00	January 1, 2022
King-LTD	89.00	January 1, 2022
Out of Service Area	232.00	January 1, 2022
Oxygen Mask/Set Up	227.00	January 1, 2022
O.B. Kit	144.00	January 1, 2022
Poison Antidote Kit	116.00	January 1, 2022
Pulse Oximeter	144.00	January 1, 2022
SAM Pelvic Sling II	101.00	January 1, 2022
Sterile Water	46.00	January 1, 2022
Suction Equipment	32.00	January 1, 2022
Throplex Chest Drainage System	342.00	January 1, 2022
Ventilator	1,386.00	January 1, 2022
Visidex Strip / Regeant Strip	32.00	January 1, 2022
<u>Medication</u>		
Adenocard 12 mg	\$ 101.00	January 1, 2022
Amidate 2mg/ ml 20cc vial	64.00	January 1, 2022
Amiodarone	68.00	January 1, 2022
Aspirin	10.00	January 1, 2022
Atropine Sulfate	68.00	January 1, 2022
Benadryl	68.00	January 1, 2022
Calcium Chloride	68.00	January 1, 2022
Calcium Glocont, 10%	45.00	January 1, 2022
Cardene 20mg (Nicardipine)	355.00	January 1, 2022
D5W 1,000 CC	101.00	January 1, 2022
Dextrose	77.00	January 1, 2022
Diltiazem	70.00	January 1, 2022
Dobutamine	33.00	January 1, 2022
Dopamine	101.00	January 1, 2022
Epinephrine	68.00	January 1, 2022
Epinephrine 30mg	101.00	January 1, 2022
Famotidine	10.00	January 1, 2022
Fentanyl	70.00	January 1, 2022
Glucagon	342.00	January 1, 2022
Heparin	10.00	January 1, 2022
Ipratropium Bromide	68.00	January 1, 2022
Ketamine Hcl, 10mg/ ml 20 ml vial	101.00	January 1, 2022
Labetalol	101.00	January 1, 2022
Lasix	10.00	January 1, 2022
Levetiracetam	10.00	January 1, 2022
Lidocaine	68.00	January 1, 2022

ACADIAN AMBULANCE SERVICE, INC.
PRICING CATALOG

Description	Texas	
	2022 Rates	
	<u>Amount</u>	<u>Effective Dates</u>
Lidocaine, 20%	77.00	January 1, 2022
Magnesium Sulfate	68.00	January 1, 2022
Mannitol, 20%	20.00	January 1, 2022
Metoprolol	68.00	January 1, 2022
Morphine Sulfate	14.00	January 1, 2022
Narcan, 2mg	161.00	January 1, 2022
Nitro Tab	10.00	January 1, 2022
Nitroglycerin Injection	101.00	January 1, 2022
Nitrol Ointment	68.00	January 1, 2022
Nitropress	68.00	January 1, 2022
Norepinephrine	73.00	January 1, 2022
Normal Saline 1,000 cc	101.00	January 1, 2022
Ondansetron	70.00	January 1, 2022
Oxymetazoline	73.00	January 1, 2022
Pitocin	10.00	January 1, 2022
Potassium Chloride	20.00	January 1, 2022
Propofol, 1g	58.00	January 1, 2022
Albuterol (Nebulizer always used)	68.00	January 1, 2022
Ringers Lactate 1,000 cc	123.00	January 1, 2022
Sodium Bicarbs, 8.4%	77.00	January 1, 2022
Sodium Bicarbs, 4.2%	45.00	January 1, 2022
Solu-Cortef	121.00	January 1, 2022
Solu-Medrol 1 gram	101.00	January 1, 2022
Succinylcholine 20 mg	10.00	January 1, 2022
Tranexamic Acid	108.00	January 1, 2022
Vecuronium	73.00	January 1, 2022
Versed, 5mg/ ml 1 ml vial	52.00	January 1, 2022
Zemuron 10 mg/ ml 10ml vial	101.00	January 1, 2022

Rev. 10/22/2021-1

EXHIBIT #1 – RESPONSE TIME REQUIREMENTS
NOTE: EXHIBITS ARE FOR ILLUSTRATION PURPOSES ONLY

PFLUGERVILLE AMBULANCE RESPONSE TIME REQUIREMENT					
Priority Level	EMD Classifications:	Response Mode:	Transport Level:	Urban Response Zone	ETJ Response Zone
	Alpha Bravo Charlie Delta Echo Omega	Code 3 – RLS or Code 2 - NRLS	ALS or BLS		
Priority 1: Emergency Response	Omega	Code 2	BLS		
	Alpha	Code 2	BLS		
Priority 2: Non-Life-Threatening Emergency Response	Bravo	Code 2	ALS or BLS		
	Charlie	Code 3	ALS		
Priority 3: Potentially Life-Threatening Emergency Response	Echo	Code 3	ALS	08:00 minutes or less, 90% of the Time	10:00 minutes or less, 90% of the Time
	Delta	Code 3	ALS		
Priority 4 Non-emergency Interfacility ALS Transport	IFT	Code 2			

NOTE: FOR ILLUSTRATION PURPOSES ONLY

Parties should agree on EMD classifications, Priority Codes & associated response modes (e.g., Code 3 versus Code 2) as these classifications affect and relate to which calls are subject to compliance monitoring and/or penalties response (e.g., material breach provisions).

Rev. 10/22/2021-1

EXHIBIT #2 - COMPUTER-AID DISPATCH (CAD) TIME STAMPS

Response Intervals	Necessary CAD Time Stamps Illustration		
Initial City PD (PSAP) Alarm Processing Time (*)	<ul style="list-style-type: none"> • Time City PD PSAP receives “call-for-service” from person requesting assistance. • Time City PD notifies Fire Department Dispatch Center of “call-for-service” info. 		
Acadian Alarm Processing Time (*)	<ul style="list-style-type: none"> • Time Acadian Dispatch Center is notified of “call-for-service” info by FD Dispatch enter. <ul style="list-style-type: none"> ○ <u>EMD Priority Code Assigned</u> <ul style="list-style-type: none"> ▪ <u>Red Lights & Sirens (Code 3)</u> ▪ <u>No Red Lights & Sirens (Code 2)</u> • Time contractor vehicle Notified by Acadian Dispatch Center (i.e., “Essential Information” provision satisfied) 		
Turnout Time	<ul style="list-style-type: none"> • Time contractor vehicle Notified by Acadian Dispatch Center of “call-for-service” info. • Time Acadian vehicle gets Enroute (wheels move) 	Response Time	Total Response Time
Travel Time	<ul style="list-style-type: none"> • Time Acadian vehicle gets Enroute (wheels move) <ul style="list-style-type: none"> ○ <i>Time contractor vehicle Upgraded (lights & sirens)</i> ○ <i>Time contractor vehicle Downgraded (no lights & sirens)</i> • Time contractor vehicle cancelled enroute, OR • Time contractor vehicle arrives on-scene (wheels stop) 		
Scene Time	<ul style="list-style-type: none"> • Time <i>contractor</i> vehicle arrives on-scene (wheels stop) • Time <i>contractor</i> Ambulance is enroute to Hospital(wheels start) 		
Hospital Travel Time	<ul style="list-style-type: none"> • Time <i>contractor</i> Ambulance is enroute to Hospital (wheels start) • Time <i>contractor</i> Ambulance arrives at hospital (wheelsstop) 		
Ambulance Available in Service	<ul style="list-style-type: none"> • Time <i>contractor</i> Ambulance is Available (back-in-service) 		

(*) **Note:** Under City’s Draft agreement, these time intervals are not measured for compliance purposes; under TCESD2, historical reported alarm processing time for 2018-2020 was approximately **95 seconds**.

Italics = Indicate a Dispatcher Manual Entry (keystroke) on a **Pre-designated Time** stamp

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EXHIBIT #3 - RESPONSE COMPLIANCE CALCULATION METHODOLOGY

Response Time Calculation - Methodology

There are two response zones within the Service Area: 1) the Urban zone, and 2) the ETJ zone, which will be measured [separately / as a combined zone] for the purposes of response time compliance monitoring and enforcement. All emergency ambulance requests requiring a Code 2 (no lights & sirens) or Code-3 (lights & sirens) response as determined by the [Fire Department / Contractor's] emergency medical dispatch (EMD) center using the **Medical Priority Dispatch System ProQA** software call screening and dispatch protocols. For this requirement, "Code-3" means the immediate dispatch of an ambulance with use of red lights and siren and "Code 2" means the immediate dispatch of an ambulance without the use of red lights and sirens.

A CAD system shall be utilized to record dispatch information for all ambulance requests. The timestamp or CAD system shall include the date, hours, minutes, and seconds.

A "measurement period" will be defined as: 1) any complete month, or accumulation of months (a.k.a. "rolling compliance") where the total number of responses within the respective response zone equals or exceeds one hundred (100) responses or, 2) a twelve (12)-month period, whichever occurs first. For purposes of this requirement, the twelve-month period shall begin at the effective date of this Agreement.

If Fire Department Performs EMD

Response times shall be calculated from "the **hour, minute, and second** the request/call notification is received by the contractor's dispatch center from the Fire Department Dispatch Center" to "the **hour, minute, and seconds** the contractor's ambulance (or other authorized ambulance provider requested by Contractor's dispatch center), "**arrives-on scene**" with a fully equipped and staffed ambulance appropriate to the call classification (i.e., ALS or BLS) (wheels stopped)."

To accomplish this measurement, response times shall be routinely calculated using a computer-aided dispatch (CAD) time stamp of "**time ambulance dispatch center notified**" and "**time ambulance arrived at scene.**"

If Acadian Dispatch Center Performs EMD

Response times shall be calculated from:

1. "The **hour, minute, and second** the contractor's ambulance is notified by the contractor's dispatch center" to "the **hour, minute, and seconds** the contractor's ambulance (or other authorized ambulance provider requested by Contractor's dispatch center), "**arrives-on scene**" with a fully equipped and staffed ambulance appropriate to the call classification (i.e., ALS or BLS); or
2. If elapsed time after contractor's Dispatch Center receives the request/call notification from that Fire Department's Dispatch Center and exceeds two (2) minutes, then "the response time calculation will begin at that time" to "the **hour, minute, and seconds** the contractor's ambulance (or other authorized ambulance provider requested by Contractor's dispatch center),

Rev. 10/22/2021-1

“arrives-on scene” with a fully equipped and staffed ambulance appropriate to the call classification (i.e., ALS or BLS).¹

A call is considered **“received”** at the time that the dispatcher received sufficient information from the reporting party (including a transferring PSAP) to initiate the response (i.e., address/location and patient chief complaint and, in most cases, an EMD determinant).

- **Arrived-at Scene** - An ambulance is considered **“on-scene”** when it arrives at the address/location to which it was dispatched, and the vehicle **“wheels are stopped.”**

Each incident shall be counted as a **single response** regardless of the number of units that respond and only the first arriving ambulance’s time shall be applicable.

Response Time Calculation – Changes in Response Modes or Reassignments

If an ambulance response is “canceled, or downgraded” to a lower priority, financial penalties may be assessed if the response time standard was exceeded at the time of cancellation or downgrade as described below:

- **Upgrades/Multiple Priority Changes** – If a call-for-service is **upgraded** (e.g., Code 2 to Code 3) or there is **more than one** priority change associated with a given incident prior to the ambulance’s arrival at scene, contractor shall be deemed compliant and not subject to penalties, provided the upgrade, or change in priority does not occur after the passage of the lower priority Response Time threshold.
- **Reassignment En-route** – If an ambulance is **reassigned en-route** or turned around prior to arrival at scene (e.g., to respond to a higher priority request), compliance and penalties will be calculated based on the Response Time standard applicable to the assigned priority of the initial response. The Response Time clock will not stop until the arrival of an ambulance at scene from which the ambulance was diverted.

Response Time Calculations – Calls Excluded from Compliance Calculation & Enforcement

The contractor shall not be held accountable for emergency or non-emergency response time compliance for any request for service originating outside of the Service Area and those responses will not be counted in the number of total calls used to determine response time compliance under this Agreement.

¹ **Note:** This is to disincentive the ambulance dispatch center from delaying unit notification due to unit unavailability.

Exhibit 4 - Reserved

Exhibit #5

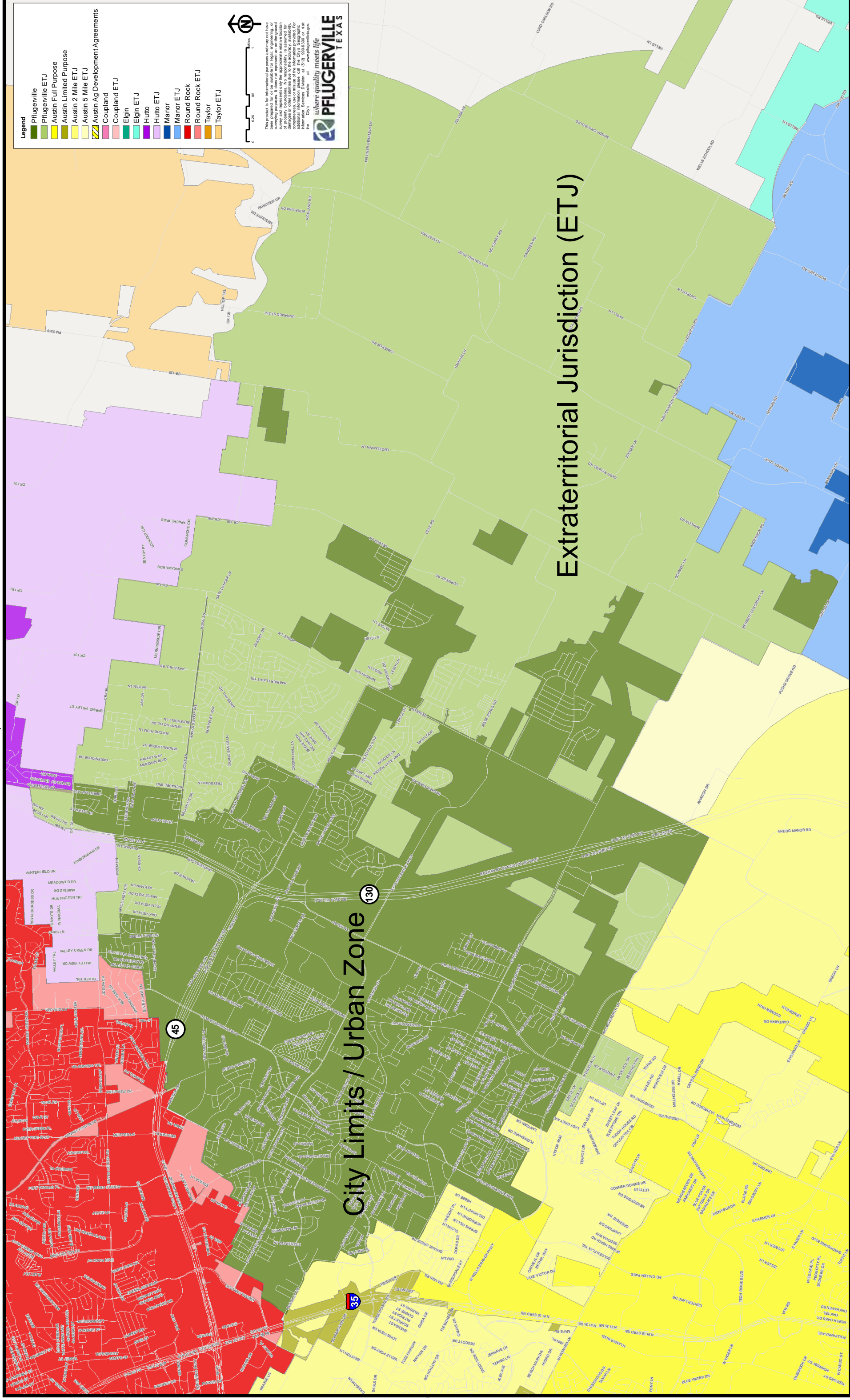
Acadian Ambulance Service of Texas, LLC
Communication Center - Dispatch Priority Codes

Priority	Code	Description
1	1	Life Threatening Emergency
2	2	Non Life Threatening Emergency
3	3	Immediate/Eme Response
5	5	Eme Hospital Tx ALS
6	6	Eme Hospital Tx BLS
7	7	Eme Hospital LD Tx ALS
8	8	Eme Hospital LD Tx BLS
9	9	Non-Eme Specialty Care Tx
10	10	Team Transport no Patient
11	11	Non-Eme Hospital Tx ALS
12	12	Non-Eme Hospital Tx BLS
13	13	Non-Eme Hospital LD Tx ALS
14	14	Non-Eme Hospital LD Tx BLS
15	15	Facility Move CCT
16	16	Tx Request/Immediate Response
17	17	24hr Advanced Scheduled Tx
18	18	Scheduled Tx
19	19	Return Tx
20	20	Pre-Scheduled Tx
21	21	Return Pre-Scheduled Tx
22	22	Van Tx
23	23	Van Return Tx
24	24	Public Standby
25	25	Paid Standby
26	26	Medical Flight
27	27	Air Charter
28	28	Administrative Air Tx
29	29	Evacuation Tx
30	30	Evacuation Facility
31	31	Fixed Wing Gnd Transport - NC
32	32	Eme Specialty Care Tx
33	33	Eme Team Transport No Patient
34	34	Ambulatory Transport
36	36	Van Pre-Scheduled Transfer
37	37	Van Pt by Ambulance
38	38	Van Pt Return by Ambulance
39	39	Facility Move
35	35	Unscheduled Tx
40	40	ALS Scheduled Tx
41	41	Assist Request
42	42	Mobile Healthcare Scheduled
0	0	Undefined Incident
43	43	Van Ref Transport
44	44	Van Ref Return
45	45	Mobile Healthcare Crisis
46	46	Van DEAN Contract
47	47	Medi-Shuttle
48	48	Medi-Shuttle By Amb

CITY LIMITS

September 2021

Exhibits 6 Service Area



Certificate Of Completion

Envelope Id: E0DA43A6D79844DCA76FD5C4D7AC40F8	Status: Completed
Subject: City of Pflugerville	
Source Envelope:	
Document Pages: 31	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Julie Greco
Time Zone: (UTC-06:00) Central Time (US & Canada)	P O Box 98000
	Lafayette, LA 70509-8000
	jgreco@acadian.com
	IP Address: 12.247.27.30

Record Tracking

Status: Original	Holder: Julie Greco	Location: DocuSign
11/11/2021 12:00:46 PM	jgreco@acadian.com	

Signer Events

Sereniah Breland
 citymanager@pflugervilletx.gov
 City Manager
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

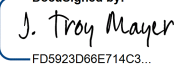
 75E677D67D8417...
 Signature Adoption: Drawn on Device
 Using IP Address: 75.43.20.99
 Signed using mobile

Timestamp

Sent: 11/11/2021 12:09:05 PM
 Viewed: 11/11/2021 12:12:15 PM
 Signed: 11/11/2021 12:57:41 PM

Electronic Record and Signature Disclosure:
 Accepted: 11/11/2021 12:12:15 PM
 ID: b4d6059e-d0c0-497b-9921-c1d5ba84ee1f
 Company Name: Acadian Ambulance Service, Inc

J. Troy Mayer
 jmayer@acadian.com
 Regional Vice President
 Regional Vice President
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 FD5923D66E714C3...
 Signature Adoption: Pre-selected Style
 Using IP Address: 107.77.225.91
 Signed using mobile

Sent: 11/11/2021 12:57:52 PM
 Viewed: 11/11/2021 1:01:15 PM
 Signed: 11/11/2021 1:03:12 PM

Electronic Record and Signature Disclosure:
 Accepted: 11/11/2021 1:01:15 PM
 ID: d3fdae4c-b390-4011-917f-d7f88f6f6968
 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

Butch Oberhoff
 butch.oberhoff@acadian.com
 Security Level: Email, Account Authentication (None)

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Sent: 11/11/2021 1:03:23 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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Trista Evans
TristaE@pflugervilletx.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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Sent: 11/11/2021 1:03:23 PM
Viewed: 11/11/2021 1:05:42 PM

Acadian Contracts Department
contracts@acadian.com
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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Sent: 11/11/2021 1:03:23 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/11/2021 12:09:05 PM
Certified Delivered	Security Checked	11/11/2021 1:01:15 PM
Signing Complete	Security Checked	11/11/2021 1:03:12 PM
Completed	Security Checked	11/11/2021 1:03:23 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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To contact us by email send messages to: 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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