

MASTER AGREEMENT FOR GROUND AMBULANCE

WHEREAS, Acadian Ambulance Service, Inc. an accredited ambulance service provider recognized by the Commission on Accreditation of Ambulance Service, (herein after referred to as a "Acadian") and City of Hammond (hereinafter referred to as "FACILITY") desire to enter into this agreement for ground ambulance transportation of patients of FACILITY needing transportation. NOW, therefore the parties agree as follow:

I. SCOPE OF AGREEMENT

Acadian shall provide ground ambulance transportation for all clients of FACILITY, when authorized, scheduled or requested by FACILITY.

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 request from FACILITY.

All transports will be provided at the appropriate level of care in accord with the patient's condition. Acadian shall provide either Advanced Life Support level of care, by at least one Nationally Registered EMT-Paramedic who shall be annually certified, and subject to an annual performance appraisal by Acadian or Basic Life Support level of care, by at least one Nationally Registered EMT- Basic who shall be annually certified, and subject to an annual performance appraisal by Acadian.

II. COMPENSATION

The rates that Acadian shall charge FACILITY when FACILITY pays Acadian for ground ambulance transports shall be subject to the Louisiana Medicaid allowable rates for the services outlined above. The attached Exhibit A is an example of the current rates. FACILITY understands that the compensation set forth above, to which it is unconditionally obligated to pay to Acadian, is a discount on Acadian's usual and customary.

III. TERMS OF PAYMENT

All invoices are due and payable by Facility to Acadian net thirty days from receipt of same. All invoices not paid in full within 61 days from date of invoice will be considered past due. Once an invoice becomes past due, Acadian may mail to FACILITY a Past Due Notice consisting of the invoice number(s) and amount(s) due on said invoice(s). Failure of FACILITY to pay the past due invoice(s) in full within thirty (30) days of Acadian's mailing of the Past Due Notice shall obligate FACILITY to pay finance charges of 12% per annum, retroactive to the respective invoice date(s), on the unpaid balance of the

respective invoice(s).

All invoices not paid in full within 91 days from date of invoice will be considered delinquent. Once an invoice becomes delinquent, FACILITY shall no longer be entitled to the discount to which it would otherwise be entitled under the terms of this contract, and FACILITY will be obligated to pay for the unpaid services on the delinquent invoice at Acadian's usual and customary rates along with 12% interest per annum from the date the invoice became delinquent. Acadian shall be entitled to file suit against FACILITY if it fails to pay delinquent invoices within thirty (30) day of Acadian mailing to FACILITY, by certified mail, a Delinquent Notice consisting of the invoice number and amount due on said invoice.

Upon filing suit, Acadian shall be entitled to recover from FACILITY all amounts to which it is entitled to recover under the terms of this contract along with attorney fees, court costs and all other amounts to which it is legally entitled.

Repeated failure of Facility to pay timely shall be grounds for immediate termination of this Agreement at the option of Acadian without further notice.

IV. RESERVATION OF RIGHTS

Acadian agrees to attempt to bill any 3rd party sources available, such as Medicare, Medicaid, and/or commercial insurance when available. However, to the extent 3rd party benefits are not available whether due to denial or otherwise, for any client transported pursuant to this agreement Facility hereby agrees to be responsible for and pay all cost associated with the transportation of clients of Facility at the rates set forth herein. Facility agrees that it shall pay all sums owed to Acadian Ambulance within 30 days of presentation of an invoice by Acadian Ambulance for services performed at the address set forth below.

V. INDEPENDENT CONTRACTOR

Acadian agrees that, at all times, Acadian and its employees shall be independent contractors, and not agents or employees of FACILITY. No act of commission or omission by either party shall make the other principal, agent, or employee of the other. Acadian shall maintain at its expense, policies of comprehensive liability, medical/professional liability, and motor vehicle insurance against all claims for damages or loss of property, and for bodily injury, including death, resulting from Acadian or its employees' negligence with minimum limits of one million dollars. Acadian agrees to maintain insurance coverage with carriers admitted in Louisiana, in limits mandated by law, for workers compensation, occupational disease, or employer liability.

VI. INDEMNIFICATION

Acadian agrees to defend, indemnify, and hold harmless FACILITY from and against any and all claims, actions, liabilities, damages, losses, and expenses, including reasonable attorneys fees, by reason of injury, damage to property, illness or death, to any person or persons to the extent occurred by the act or omission of Acadian or its employees arising out of or in any way connected with Acadian's performance under this agreement.

FACILITY agrees to defend, indemnify, and hold harmless Acadian from and against any and all claims, actions, liabilities, damages, losses, and expenses, including reasonable attorneys fees, by reason of injury, damage to property, illness, or death, to any person or persons to the extent occurred by the act or omission of FACILITY or its employees arising out of or in any way connected with FACILITY's performance under this agreement.

VII. TERM

This Agreement shall be in effect for one (1) year from the Effective Date of September 1, 2015 (Primary Term) and shall thereafter automatically renew for additional one (1) year terms unless otherwise terminated by either party giving notice to termination of the other party.

In addition to the above, upon the completion of the initial year of the agreement, either party shall be free to terminate this agreement by providing 90 days written notice to the other party. However, either party may terminate this Agreement if the other party breaches any term hereof and such breach is not cured within 10 days of written notice of same. All notices of termination must be in writing and delivered or sent registered mail to the following address listed below:

Acadian Ambulance Service, Inc.
c/o David L. Kelly, CFO
PO BOX 98000
Lafayette, LA 70509

City of Hammond
c/o Mayor Pete Panepinto
P.O. Box 2788
Hammond, LA 70404

Failure to return this Agreement to Acadian, executed by Facility, within 30 days of the commencing date written above shall render this Agreement null and void and any services provided to facility shall be charged and billed at customary rates.

CHOICE OF LAW

This agreement shall be construed in according to the laws of the state of Louisiana.

VIII. AMENDMENT AND MODIFICATION

This agreement constitutes the sole and entire agreement between the parties concerning the subject matter hereof, and may not be modified, discharged, or amended except in writing, signed by the duly authorized officers of each party. The parties agree that no promise or inducement has motivated either party to execute this agreement other than the terms articulated herein. The parties also agree that should any particular section of this agreement be deemed, void, or unenforceable, that the remainder of the agreement shall remain intact for the duration listed in this agreement.

This agreement has been signed in duplicate originals, this _____ day of _____, 20__, at _____, Louisiana.

City of Hammond

By: _____

This agreement has been signed in duplicate originals, this _____ day of _____, 20__, at Lafayette, Louisiana.

Acadian Ambulance Service, Inc.

By: _____

Name: Daniel J. Lennie

Title: Senior Vice President

Exhibit A- Ground Ambulance Rates

BLS Non Emergency	A0428	\$165.96
ALS1 Non Emergency	A0426	\$165.96
BLS Emergency	A0429	\$167.24
ALS1 Emergency	A0427	\$320.09
ALS2 Emergency	A0433	\$320.09
Specialty Care	A0434	\$320.09
Mileage – Non Emergency	A0425	\$6.34
Mileage – Emergency	A0425	\$6.64

This is an example of the published rates.

These rates are subject to change annually when rates are published

You may refer to the Louisiana Medicaid link below for more information.

http://www.lamedicaid.com/provweb1/fee_schedules/Ambulance_Fee_Schedule_2014.pdf