

Exhibit A

CHAPTER 14.28. – MEDICAL TRANSFER SERVICES

ARTICLE I. - ACADIAN AMBULANCE SERVICE OF TEXAS, LLC

Sec. 14.28.010. - Grant of Franchise; Acceptance; Term.

- (a) There is hereby granted to Acadian Ambulance Service of Texas, LLC ("Franchisee") the nonexclusive right, privilege and franchise to operate a medical transfer service on the public rights-of-way of the City of Georgetown, Texas.
- (b) In order to accept this franchise, Franchisee must file with the City Secretary its written acceptance of this franchise ordinance within sixty (60) days of its final passage and approval by City.
- (c) The term of this franchise begins on October 1, 2019 and expires on September 30, 2022 unless sooner terminated in accordance with this franchise agreement.

Sec. 14.28.020. - Extension of Franchise.

- (a) Franchisee may request a three (3) year extension of this franchise by submitting the application and documentation required by the Fire Chief. The request for an extension must be received no later than six months prior to the expiration of the franchise agreement.

Sec. 14.28.030. - Compliance with Laws.

- (a) Franchisee, its employees and agents, shall comply with all applicable federal, state and City laws, rules, regulations, codes and other requirements in connection with operation of its medical transfer service.

Sec. 14.28.040. - Compensation to the City.

- (a) Franchisee shall pay to the City as compensation during each year of this Franchise an annual fee of five hundred dollars (\$500.00) for each vehicle providing convalescent or non-emergency medical transportation in the City of Georgetown.

Sec. 14.28.050. - Mutual Aid; Emergency Services.

- (a) Franchisee shall provide mutual aid in cases of large-scale disaster or instances when there are no available ambulances to respond to 911 calls.
- (b) At the request of the City, the franchisee shall provide medical standby services at the location specified by the City for fire and/or other related emergency incidents.
- (c) At the request of the City, the franchisee shall provide 911-back up services on a monthly basis or at another pre-determined interval that has been approved by the Fire Chief.
- (d) Franchisee shall not self-respond/self-dispatch to emergency events, but Franchisee is obligated to provide appropriate medical care if its personnel come upon a person that is experiencing what appears to be a medical emergency. If such a response occurs, the franchisee will notify the City

Communication Center as soon as reasonably possible. To clarify this obligation, Franchisee shall not monitor police or fire calls and respond to an emergency unless appropriately dispatched by the City Communication Center, but if personnel of franchisee see a person that appears to be experiencing a medical emergency, the City expects that the franchisee's personnel will assess the situation and provide appropriate medical care.

- (e) The City of Georgetown reserves and retains the right to provide non-emergency medical services, integrated health and community outreach programs in the City and/or franchise area. It is the goal of Georgetown Fire Department to implement Fire Based Community Health Programs during the term of this franchise which will include Mobile Integrated Health Services. Franchisee may be invited to participate and collaborate in identified services. This Franchise does not permit the franchisee to provide new system medical and outreach programs, unless approved in advance by the Georgetown Fire Department Medical Director. Approval will not be unreasonably withheld or delayed.

Sec. 14.28.060. - City's Right to Purchase.

- (a) The City may purchase the franchisee's medical transfer service at any time before the expiration of this Franchise.
- (b) If the City elects to exercise its right to purchase the franchisee's medical transfer service, the City shall notify the franchisee in writing at least 90 days before the effective date of the purchase.
- (c) The City and franchisee shall have 30 days following the date of the City's notice to negotiate and agree upon a purchase price. If they fail to reach agreement within such 30 day period each party shall, within 60 days following the date of the City's notice of intent to purchase, designate an appraiser experienced and knowledgeable in the valuation of similar services.
 1. Each appraiser shall conduct an independent appraisal of the fair market value of the franchisee's medical transfer service as a going concern as of the effective date of the purchase by the City.
 2. Each party shall be responsible for the appraisal fees of its own appraisers.
 3. In conducting the appraisals, the appraisers shall consider, among other factors, the documented start-up costs incurred by franchisee, expanding services to the City's corporate limits, the book-value of the assets constituting the franchisee's medical transfer service, the age, condition, and remaining useful life of the franchisee's property utilized in performing services under this Franchise, and the discounted future revenue stream considering the franchisee's actual customer base at the time the notice of purchase is given by the City, for the remaining useful life of the assets.
 4. If the two independent appraisals result in purchase prices that are within 20 percent of each other, the purchase price to be paid by the City will be the average of the two appraisals. If the two independent appraisals are not within 20 percent of each other, then the two appraisers shall discuss their appraisals and attempt to arrive at a joint determination concerning the purchase price. If the two appraisers are not able to arrive at a joint determination of fair market value within 120 days after the City's notice of its intent to purchase, then the City and franchisee shall jointly select a third independent appraiser. The third appraiser shall submit a determination of the purchase price within thirty days of being selected, and the purchase price shall be the average of the three appraisals. The City and the franchisee shall each pay fifty percent (50%) of the costs of the third independent appraiser.
- (d) The purchase price shall be payable in cash unless the parties mutually agree otherwise. If the City exercises the purchase option, pays the purchase price, and serves notice of the action on the franchisee, the franchisee shall immediately transfer to the City title to the franchisee's medical transfer service and all property, real and personal, of the franchisee's medical transfer system.

- (e) The franchisee shall transfer the property free from liens and encumbrances unless the City agrees to assume the encumbrances in lieu of some portion of the purchase price.
- (f) The franchisee shall execute and deliver warranty deeds, bills of sale, or other instruments of conveyance to the City to complete the transfer.

Sec. 14.28.070. - Rates and charges.

The following shall apply to all of Franchisee billing rates, unless otherwise amended with City approval:

- (a) No patient or other payer shall be charged less than the Medicare allowable rate.
- (b) Non-medically necessary transports, provided by the franchisee, shall be assessed a base rate of not less than \$40 per transport and \$2.50 per mile. This service cannot be used to incentivize transport services, businesses or contracts
- (c) Emergency medical (911) transports shall be billed at the rates adopted by the City.

Sec. 14.28.080. - Transporting Patients.

- (a) When the franchisee accepts a call, it must follow through with the transportation of the patient to the desired facility, within a reasonable distance. The franchisee can deny no one service because of race, sex, age, origin, national creed or ability to pay.
- (b) Franchisee shall have available at its own expense, and staff 24 hours a day, a telephone for transfer service requests.
- (c) Franchisee shall provide a one-for-one supply replacement program, at no cost to the City, for situations where the City renders care/medical supplies and the patient is transported by the franchisee.
- (d) Franchisee shall respond to any unscheduled request for transfer service within 59 minutes and 59 seconds at any time of day, any day of the week from the time of the request. For the purposes of this agreement, an unscheduled request shall be defined as any transfer service request that requires a response of less than 59 minutes and 59 seconds from the time of the original request. Franchisee shall respond to any scheduled request within 14 minutes and 59 seconds of the scheduled pickup time. For purposes of this agreement, scheduled request shall be defined as a request for medical transfer service for which the franchisee establishes with the requestor a set arrival time of greater than 59 minutes 59 seconds from the time of the original request.
- (e) Franchisee, at their discretion, may request that another entity assist with a non-emergent medical transfer request. This request must be made to the City Communication Center within 9 minutes and 59 seconds of the initial transfer service request. Franchisee maintains responsibility if an alternative option is not available. If an alternative option is available, the original response time shall remain applicable. Performance shall be measured monthly and must be reported via a declination and acceptance report.
- (f) Franchisee shall initiate a "posting ticket" for all posting requests. The posting ticket shall be time stamped from the time that the franchisee's communication center receives the request to the time that the franchisee's permitted ambulance arrives within the City Limits. The total response time for posting requests shall not exceed 11 minutes and 59 seconds, 90% of the time. Performance shall be measured during each calendar month and franchisee must maintain greater than a 90% compliance.
- (g) Franchisee shall respond to emergency medical (911) incidents request pursuant to Section 5 of this Franchise or any automatic aid agreement between the City and Franchisee within 8 minutes

and 59 seconds from the time of request. Performance shall be measured during each calendar month and franchisee must maintain greater than a 90% compliance.

- (h) Franchisee is required to maintain a unit hour utilization (UHU) rate below .32 for the units operated under their franchise license and each franchised unit shall operate at a rate below .42 for the duration of the franchise. The UHU will be measured on a daily basis and include a monthly report that is submitted to the Fire Chief. The UHU shall include all transport activities (City and non-City) of the unit that is permitted by the City.
- (i) Franchisee shall not use, encourage, advocate or solicit the use of any telephone number or system of communication in lieu of the 911 emergency telephone system number for the dispatch of an ambulance to any call except for medical transfer service as defined by this Ordinance.
- (j) Unless otherwise specified in its franchise agreement, when a provider receives, through any means, a request for service which if processed through EMS priority dispatch protocols would be determined to be a Category A, B, C, D, or E level call for EMS ambulance service the provider shall electronically transfer information on the call to the City Communication Center, including patient location, condition and call-back number.
- (k) Except with respect to medical transfer service, when a provider is providing special event medical service and a patient's condition requires transport, or a provider is directly called to transport a patient from a special event, the provider shall electronically transfer information on patient location, condition, availability of or need for the dispatch of an emergency medical ambulance and call-back number to the City Communication Center.
- (l) Franchisee shall mark each vehicle distinctly with the name of the company providing medical transport service. The words "Emergency Medical Services" or "EMS" shall not be written on any vehicle, and the vehicle shall not be marked in any way which might cause confusion with City or County EMS vehicles. The name of the provider company shall be prominently displayed so that it accurately conveys the entity that is rendering services.
- (m) Franchisee shall not hold out to the public in any manner that their personnel are trained EMTs or paramedics unless they have been so certified by the Texas Department of State Health Services, Emergency Services Medical Division.
- (n) Ambulances shall be used only for the purpose of transporting patients, and no other use shall be lawful.
- (o) Franchisee shall provide critical care transport (CCT) and personnel, or other reasonable specialty needs, when requested by the City.
- (p) Franchisee shall participate in the City's EMS Continuous Quality Improvement (CQI) and peer review process, when requested by the Fire Chief.
- (q) Failure to meet requirements of this Section of the franchise agreement shall result in the following penalty:
 1. \$200 per response time offense below a 90% monthly compliance rate — to be reported and paid monthly
 2. \$200 per daily UHU offense — to be reported and paid monthly
 3. \$2000 penalty for failing to meet 90% compliance during a monthly reporting period.
 4. \$4000 penalty for failing to meet 90% compliance during two (2) monthly reporting periods in a rolling 12-month cycle
 5. \$8000 penalty for failing to meet 90% compliance during three (3) monthly reporting periods in a rolling 12-month cycle

- (a) The Fire Chief or his designee shall have the right to inspect the franchisee's vehicles, equipment and personnel, at any time without prior notice, to ensure compliance with local, state, and federal regulations.
- (b) Prior to the commencement of operations, the Fire Chief or his designee shall inspect all ambulances used by franchisee in operating its transfer service at a reasonable time. An ambulance must pass inspection and have a current valid permit sticker prior to any use for customer transportation or care.
- (c) Field Inspections. Ambulances may be field inspected at any hour by the Fire Chief and he may require any ambulance to proceed to a specified location for further inspection.
- (d) Written Inspection Report. GFD shall give the franchisee a written report at the time of inspection indicating any deficiencies.
- (e) Permit Sticker. A vehicle that meets the requirements of this franchise under this ordinance shall be issued a permit sticker indicating its validity for a twelve (12) month period from the date of successful inspection. The scheduled expiration date shall not be deemed to impair or limit the City's ability to conduct field inspections or perform any other function under the terms of this franchise.
- (f) Permit Sticker Non-transferable. A permit sticker is not transferable from one vehicle to another.
- (g) Permit Sticker - Reserve. A reserve permit sticker may be purchased for the temporary use of an alternative vehicle substituting for a vehicle originally permitted by the City. The intent of this provision is to allow the franchisee some limited flexibility in scheduling maintenance and/or repair to the ambulances that are operating under the franchise license. Franchisee shall operate the reserve or temporary unit under an existing unit designator that has been authorized for operation within the City.
- (h) Ambulances Not Passing Inspection. Any ambulance found not to be in compliance with the requirements of this franchise or of any other ordinance of the City regulating the use of ambulances on the streets and alleys of the City of Georgetown shall (1) fail inspection, (2) be considered not safe or useable and (3) have any existing permit sticker removed. Thereafter, until the vehicle passes inspection, it shall not be operated for customer transportation or care upon the streets of the City of Georgetown.
- (h) Re-inspection; At the request of the franchisee, GFD shall re-inspect a vehicle that has failed inspection to determine if the deficiencies have been corrected. GFD may require review of written documentation, such as equipment repair bills or sales receipts, and may re-inspect the vehicle and equipment visually and mechanically for compliance with this franchise. The vehicle may return to duty, when the franchisee has corrected the problem and the vehicle passes inspection.
- (i) As a result of any inspection where a vehicle or equipment is in noncompliance, the inspector may take the following actions based on the severity of the infraction:
 - 1. Inform the operator of the problem.
 - 2. If not corrected within thirty (30) days, the inspector shall notify the state regulatory agency.
 - 3. When the problem is severe, the inspector shall notify the franchisee and the state regulatory agency.
 - 4. The inspector shall file a written report outlining the problem with the Fire Chief or their designee to include the following:
 - a. Day/date/time; and
 - b. Name of service and unit identification; and
 - c. Personnel; and
 - d. Nature of problem; and
 - e. Name of person completing the report.

Sec. 14.28.100. - Medical Control.

- (a) The franchisee shall retain the services of a Texas licensed physician to function as its medical control physician to supervise the quality of service delivered by the franchisee.
- (b) The franchisee and its Medical Director is expected to work collaboratively with the Georgetown Fire Department (GFD) and the GFD Medical Director to ensure that a cooperative and efficient service delivery model is maintained.
- (c) The franchisee must maintain a level of care (protocol, standing orders, Quality Assurance program, treatment, transport) as deemed appropriate by the Georgetown Fire Department Medical Director.

Sec. 14.28.110. - Records and Reports.

- (a) The franchisee shall file a monthly report to include call date/time, call processing/transfer times, response times, call amendments/negotiations, standbys, declination/acceptance, scheduled/unscheduled repair, employee training, call volume, running time, breakdown of destination, daily utilization rate (UHU), complaints, and roster of employees with level of certification to the Fire Chief. The Fire Chief may amend the reporting requirements with two-week advanced notice. All reports must be received prior to the 10th day of each month.
- (b) The franchisee must maintain an accurate record of calls answered and patients transported, including all pertinent facts regarding the services rendered.
- (c) The Franchisee shall make its books and records available at any reasonable time for inspection by the City.
- (d) The franchisee shall notify the City in writing of all complaints received by and any actions taken by the Texas Department of State Health and Services (DSHS) concerning the franchisee. The franchisee shall have thirty (30) days to respond to complaints and violations and produce evidence of any needed corrective action.
- (e) The City Secretary shall keep on file all complaints for the life of the franchise. Such complaints shall constitute a public record and be open for inspection and copying by members of the public, in compliance with state and federal laws and regulations; provided however, that such records do not compromise the confidentiality of the patient.

Sec. 14.28.120. - Preferential or discriminatory practices prohibited.

The franchisee shall sign and maintain an equal employment opportunity statement and shall so advertise as an equal employment employer.

Sec. 14.28.130. - Cooperation on Emergency and Training.

- (a) Franchisee shall, to the fullest extent possible, cooperate with the Georgetown Fire Department and Emergency Management Coordinator and shall comply with the City's Emergency Plan, including, but not limited to, providing ambulance service for mass-casualty incidents ("MCI"), and providing ambulances and personnel for emergency training purposes.
- (b) Franchisee shall participate in training and rehearse on the National Incident Management System and the Mass Casualty Plan every two years, and shall provide upon request by the City verification that such training has been provided.

- (c) Franchisee shall be actively involved in planning for and responding to any MCI, mass gathering, wide-scale emergency incident or disaster or special event for which Franchisee is licensed and is providing special event coverage, within the City. Franchisee shall be required to participate in the City's EMS planning process and cooperate with the implementation of the plans during any incident covered by the plans.
- (d) Franchisee will participate in the City's EMS Continuous Quality Improvement and Peer-Review processes when requested by the Fire Chief.

Sec. 14.28.140. - Insurance.

- (a) The franchisee shall provide and maintain the following insurance in the following minimum amounts:
 1. One million dollars (\$1,000,000) for bodily injury or death to any one person; and
 2. Five Hundred Thousand (\$500,000) for property damage resulting from any one accident; and
 3. One million dollars (\$1,000,000) for all other types of liability, including malpractice.
- (b) Such insurance policies shall not contain a passenger liability exclusion.
- (c) Each policy shall name the City as an additional insured.
- (d) Each liability insurance policy shall contain a provision obligating the insured to give the Fire Chief written notice of cancellation or reduction not less than ten days prior to any cancellation or reduction.

Sec. 14.28.150. - Effect of Franchisee's bankruptcy or insolvency.

In the event of the commencement of bankruptcy, receivership, assignment for the benefit of creditors, foreclosure or any other insolvency proceedings, voluntary or involuntary, against or on the part of the franchisee, the county council may declare the franchise immediately terminated and the rights, privileges and authority of the franchisee shall immediately cease and terminate. The bankrupt estate or receivership shall not consider the franchise an asset. Nor shall a franchisee have any authority to mortgage, assign, pledge or deposit this franchise agreement or any rights there under as security for any loan or any other thing, without the express formal approval in advance of the City Council.

Sec. 14.28.160. - Indemnity.

- (a) In consideration of the granting of this Franchise, the Franchisee shall, at its sole cost and expense, defend, indemnify, and hold the City, and its past and present officers, agents and employees harmless against any and all liability arising from suits, actions or all claims of injury to any person or persons, or damages to any property brought or made for or on account of any death, injuries to, or damages received or sustained by any person or persons or for damage to or loss of property arising out of the operation of its franchised business, or any way arising out of performance under this Agreement, directly, or indirectly, when or to the extent injury is caused, or alleged to have been caused, wholly or in part, by any act, omission, negligence, or misconduct of the Franchisee or any of its contractors, subcontractors, officers, agents, or employees, or by any person for whose act, omission, negligence, or misconduct, the Franchisee is by law responsible.
- (b) This provision is not intended to create liability for the benefit of third parties but is solely for the benefit of the Franchisee and the City. In the event any claim is made against the City that falls under this indemnity provision and a court of competent jurisdiction should adjudge, by final decree, that the City is liable therefor, the Franchisee shall indemnify and hold the City harmless of and from

any such liability, including any court costs, expenses, and reasonable attorney fees incurred by the City in defense thereof and incurred at any stage. Upon commencement of any suit, proceeding at law or in equity against the City relating to or covering any matter covered by this indemnity, wherein the Franchisee has agreed by accepting this Agreement, to indemnify and hold the City harmless, or to pay said settlement, final judgment and costs, as the case may be, the City shall give the Franchisee immediate notice of such suit or proceeding; whereupon the Franchisee shall provide a defense to any such suit or suits, including any appellate proceedings brought in connection therewith, and pay as aforesaid, any settlement, costs or judgments that may be rendered against the City by reason of such damage suit.

- (c) Upon failure of the Franchisee to comply with the "defense of suit" provisions of this Agreement, after reasonable notice to it by the City, the City shall have the right to defend the same and in addition to being reimbursed for any settlement or judgment that may be rendered against the City, together with all costs incurred therein, the Franchisee shall reimburse the City reasonable attorney fees, including those employed by the City in such case or cases, as well as all expenses incurred by the City by reason of undertaking the defense of such suit or suits, whether such suit or suits are successfully defended, settled, comprised, or fully adjudicated against the City. In the event the City is compelled to undertake the defense of any such suit by reason of the Franchisees failure to perform as here and above provided, the City shall have the full right and authority to make or enter into any settlement or compromise of such adjudication as the governing body shall deem in the best interest of the City, this without the prior approval or consent of the Franchisee with respect to the terms of such compromise or settlement.
- (d) The amounts and type of required insurance coverage set forth in this Franchise Agreement shall in no way be construed as limiting the scope of indemnity set forth herein.
- (e) Franchisee shall indemnify, defend and hold harmless the City from any and all suits, claims, demands and actions by Franchisee's employees or its subcontractors employees for work-related injuries resulting from or arising out of the performance of this Agreement or the provisions of medical transfer service.

Sec. 14.28.170. - Right of City to amend.

The City may amend this agreement from time-to-time as may be deemed necessary or advisable in the public interest. Such action shall only be taken after first giving the franchisee thirty (30) days' written notice. The franchisee shall not construe this provision to affect the right of the City to revoke or terminate the franchise as herein elsewhere provided.

Sec. 14.28.180. - Notices.

Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered sent via fax.

If intended for City, to:

City of Georgetown, Texas
Attn: Fire Chief
P.O Box 409
Georgetown, Texas 78627

If intended for the Franchisee:

Acadian Ambulance Service of Texas, LLC.
Attn: Troy Mayer
4100 Ed Bluestein Blvd., Ste. 100
Austin, Texas 78721

Acadian Ambulance Service, Inc.
Attn: Contracts
P.O. Box 98000
Lafayette, Louisiana 70509-8000

Sec. 14.28.190. - Termination.

- (a) In addition to the rights set forth in the City Code of Ordinances and to all other rights and powers retained by the City under this franchise, the City reserves the right to terminate this Franchise and all Franchise rights and privileges of the Franchisee if the Franchisee violates any provision of the City Charter, the City Code of Ordinances, this Franchise agreement or state or federal law.

Sec. 14.28.200. - Transfer; Assignment; Change in Ownership.

- (a) This Franchise is not transferable or assignable without the approval of the City Council.
- (b) The control or ownership of this Franchise is not transferable unless it is approved by the City Council in advance.

Sec. 14.28.210. - Jurisdiction.

The laws of the State of Texas shall govern the Agreement; and this Agreement is fully performable in Georgetown, Williamson County, Texas with exclusive venue for any action concerning this Agreement being in a court of competent jurisdiction in Williamson County, Texas.

Sec. 14.28.220. - Severability.

If any provision, section, subsection, sentence, clause or phrase of this Franchise is for any reason held to be unconstitutional, void or invalid (or for any reason unenforceable), the validity of the remaining portions of this Franchise shall not be affected thereby, it being the intent of the parties in adopting this Franchise that no provision hereof shall be inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision, or regulation and to that end, all provisions of this Franchise are declared to be severable.