

ORDINANCE NO. 1130

AN ORDINANCE GRANTING ACADIAN AMBULANCE SERVICE OF TEXAS, LLC, D/B/A ACADIAN AMBULANCE SERVICE, A FRANCHISE TO PROVIDE NON-EMERGENCY AND ROLLOVER EMERGENCY AMBULANCE SERVICES WITHIN THE BOUNDARIES OF THE CITY OF KYLE, TEXAS; PROVIDING AN AGREEMENT PRESCRIBING CONDITIONS, TERMS, AND REGULATIONS GOVERNING THE OPERATION OF THE NON-EMERGENCY AMBULANCE SERVICES; PROVIDING PENALTIES FOR NONCOMPLIANCE WITH FRANCHISE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLIC NOTICE PURSUANT TO THE OPEN MEETINGS ACT; ESTABLISHING AN EFFECTIVE DATE; AND MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED HERETO.

RECITALS

WHEREAS, Article XI of the City's charter gives the City council the power to grant by ordinance a non-exclusive franchise of all providers of public services, including ambulance services, for an effective period not to exceed ten (10) years; and,

WHEREAS, except as specifically authorized and provided otherwise by state law, the City's charter mandates that no provider of ambulance services shall provide any service within the City requiring the use or occupancy of any street, public right-of-way, or property without the City council's determination to grant a franchise or permit the use of such City facilities; and,

WHEREAS, the City's charter provides that all grants of franchise as authorized in the charter shall be subject to the right of the city council to impose regulations and restrictions on the franchise as enumerated in Sec. 11.06 of the charter as may be deemed desirable or conducive to the health, safety, welfare and accommodation of the public; and,

WHEREAS, this ordinance shall be passed only on two readings held after a public hearing for which ten (10) days' notice is given; and,

WHEREAS, Acadian Ambulance Service of Texas, LLC, D/B/A Acadian Ambulance Service ("Acadian"), has requested and desires to be granted a franchise from the City of Kyle for the purpose of providing non-emergency and roll-over emergency ambulance services originating or terminating within the boundaries of the City of Kyle or outside the boundaries of Kyle with a destination within the City of Kyle;

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, THAT:

Section 1. Findings. The above foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

Section 2. Franchise granted; scope and purpose. A non-exclusive franchise is hereby granted vis-à-vis this ordinance to Acadian Ambulance Service of Texas, LLC d/b/a Acadian Ambulance Service (“Acadian”) to operate Non-Emergency and Emergency Rollover Ambulance Services as described herein originating within the service area of Acadian that is located in the City limits and extraterritorial jurisdiction of the City of Kyle, Texas (hereinafter the “City”) or origination outside of the City limits and extraterritorial jurisdiction of the City of Kyle, Texas with a destination within such area. Acadian may use and occupy the City’s streets, avenues, alleys and any and all public property belonging to or under the control of the City for the purpose of operating its Non-Emergency Ambulance Services as described herein.

Section 3. Franchise recognized as a contract. In accordance with Article XI of the City’s charter, the franchise being granted by this ordinance is recognized as a contract (“Agreement”) between the City and Acadian, and the contractual rights as contained herein shall not be impaired by the provisions of Article XI. The terms and conditions set forth in the Agreement, which is attached hereto as EXHIBIT “A” and incorporated herein by reference, shall govern and regulate the operation by Acadian of its Non-Emergency Ambulance Services as described herein.

Section 4. Codification. This ordinance shall be codified in the City of Kyle Code of Ordinances at Appendix B, FRANCHISES.

Section 5. Conflict. Any and all ordinances, and parts thereof, that are in conflict herewith are hereby repealed to the extent of the conflict only.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this ordinance is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion will be deemed a separate, distinct, and independent portion. Such declaration will not affect the validity of the remaining portions hereof, which other portions will continue in full force and effect. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision will thereupon return to full force and effect without further action by the City and will thereafter be binding on Acadian and the City.

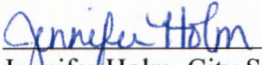
Section 7. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Ch. 551, Local Gov’t Code.

Section 8. Effective Date. This Ordinance shall be in full force and take effect from and after the date of its final passage and publication as required by law.

PASSED AND APPROVED on First Reading the 5th day of January, 2021.

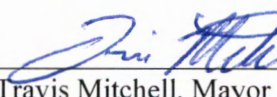
PASSED AND ADOPTED on Second Reading the 19th day of January, 2021.

ATTEST:



Jennifer Holm, City Secretary

The City of Kyle, Texas



Travis Mitchell, Mayor

EXHIBIT “A”
**ACADIAN AMBULANCE SERVICE OF TEXAS, LLC, DBA ACADIAN AMBULANCE
SERVICE
FRANCHISE AGREEMENT**

THIS AGREEMENT is made and entered into by and between the CITY OF KYLE, TEXAS, a home rule city and political subdivision of the State of Texas (“City”) and ACADIAN COMPANIES DBA ACADIAN AMBULANCE SERVICE (“Acadian”).

RECITALS

WHEREAS, Acadian agrees to provide Non-Emergency and roll-over emergency Ambulance Services in the City pursuant to this Agreement; warrants that it holds all required permits for the required services; has all the necessary emergency vehicle permits issued by the State of Texas; and employs emergency medical technicians who are duly licensed by the Health District to perform Non-Emergency Ambulance Services; and

WHEREAS, the City hereby finds and determines that Acadian is able to own and operate suitable certified equipment and employ qualified, licensed personnel in connection with its Ambulance Services as defined herein; and,

WHEREAS, the City’s charter incorporates that an agreement be entered into between the City and a franchisee;

NOW THEREFORE, the City of Kyle and Acadian mutually agree as follows:

Section 1
Definitions

The following definitions shall apply in the interpretation and enforcement of this Agreement and in compliance with the ordinance:

Ambulance. Any privately or publicly owned motor vehicle that is specially designed, constructed, or modified and equipped; and is intended to be used for and is maintained or operated, for the transportation, on the streets or highways of this state; of persons who are sick, injured, wounded, or otherwise incapacitated or helpless.

Non-Emergency Ambulance Operator. A person with personnel and equipment in the business of transporting patients not in need of immediate medical treatment between various locations.

Non-Emergency Ambulance Operator Franchise. A franchise granted to a person with personnel trained at the Emergency Medical Technician (EMT) level and certified by NCOEMS. This franchise is to transport patients between health care facilities and other locations in non-emergent situations within Hays County. The use of warning lights and

audible warning devices is prohibited during vehicle operation except for the following:

- 1) transporting a patient who during the transport becomes critical or otherwise unstable to the closest most appropriate facility with an emergency room capable of treating the patient; or,
- 2) while stopped on a public roadway to render aid to motorists and/or pedestrians involved in a traffic or other incident that has potential to cause injury while waiting for emergency responders to arrive.

Non-Emergency Ambulance Services. The operation of an ambulance for any purpose other than transporting emergency patients.

Operator. An individual in actual physical control of an ambulance which is in motion or which has the engine running.

Patient. Individual receiving services under this Agreement and in compliance with the ordinance.

Person. Any individual, firm, partnership, association, corporation or organization of any kind, including any governmental agency other than the United States.

Rollover emergency. A situation in which the primary provider of 911 Services is unable to timely respond to an emergency and the dispatch requests a response by a secondary provider.

Section 2

Contents of Application to Provide Non-Emergency Services

1. Representations; warranties; revocation of franchise. In making this grant of non-exclusive franchise, the City has relied upon information provided by Acadian to the City, and the City's expectations of the operations and performance of any and all franchisees. Acadian agrees that all statements, representations and warranties provided to the City are true and correct to the best of Acadian's knowledge at the time of submission; and further agrees that the City's grant of franchise may be revoked upon discovery of any material misstatement of fact contained therein.

2. Application. Acadian shall complete an application if required by the City to operate within the City and its extraterritorial jurisdiction. An application shall contain the following:

- a. The name and address of the provider or franchisee of the ambulance services for which a franchise is being granted;
- b. the trade and all other names, if any, under which the applicant does business, along with a certified copy of an assumed name certificate stating such name or names or articles of incorporation stating such name or names;

- c. a complete resume of the training and experience of the applicant in the transportation and care of patients;
- d. a description in the manner in which the public will be able to obtain assistance and how the non-emergency vehicles will be dispatched; and
- e. a description of the non-emergency ambulance applicant's capability to provide regular transportation services in the City.

Section 4 **Term of Agreement**

This Agreement will remain in full force and effect for a period of two (2) years, commencing on the effective date the ordinance is passed on second reading by the Kyle city council. The City shall have the sole option to renew this franchise for an additional two (2) years upon the written request of Acadian.

Section 5 **Service Area**

Acadian may provide in all areas originating or terminating within the City limits and extraterritorial jurisdiction Non-Emergency Ambulance Service that is not dispatched or required to be dispatched in accordance with 9-1-1-Dispatched Ambulance Service.

Section 6 **Disclosure of Patient Information**

Acadian as a franchisee agrees that any unauthorized disclosure of specific patient-related information to the public is forbidden. If Acadian as a franchisee is determined to have disclosed specific patient related information to the public without the permission of the patient or authorized patient representative, the City may terminate this agreement and forfeit Acadian's franchise status.

Section 7 **Minimum Standards for Non-Emergency Ambulance Franchisees**

The City shall be the enforcing agency for the terms contained in this Agreement and may take the following actions:

1. inspect the premises, vehicles, equipment, and personnel of Acadian to assure compliance to this Agreement and perform any other inspections as deemed necessary by law or for the benefit of the public safety, health or welfare;
2. recommend to the city council the temporary or permanent suspension of a franchise in the event of non-compliance with the terms of this Agreement;

3. receive complaints from the public, other enforcing agencies, and others regarding any infractions allegedly committed by Acadian, and review or otherwise investigate any complaints, and recommend corrective action after Acadian has had a responsible time to respond to said allegations;
4. maintain all records of compliance with this Agreement and other applicable State and County regulations;
5. require Acadian to restore at its expense all public or private property to a condition equal to or better than that before being damaged or destroyed by Acadian.

Section 8 **Violations; Penalties**

The city council shall have the power and authority to review this franchise Agreement at anytime and to assess a penalty against Acadian for its failure to comply with the franchise Agreement, this charter, the ordinances of the City or the laws of the state. If in the opinion of the city council the requirements of the franchise Agreement, charter, ordinances or state law are not being complied with, the city council shall so notify Acadian in writing stating the provisions Acadian has failed to comply with and setting a time for a hearing and deadline for correction of the noncompliance. The city council may assess and enforce a reasonable penalty based upon the facts, issues and circumstances determined at the hearing if noncompliance is found. If Acadian does not correct the noncompliance within a reasonable time established by the city council for correction, the city council may impose penalties, place Acadian on probation, suspend the franchise or repeal or cancel the franchise. Penalties may be imposed and fines collected by the City as follows:

1. First offense: probation, suspension, or termination of the franchise, including up to a fine not to exceed five hundred dollars (\$500.00) levied against Acadian, for which Acadian is responsible to pay or otherwise said franchise may be terminated by the city council.
2. Second offense: probation, suspension, or termination of the franchise, including up to a fine not to exceed one thousand dollars (\$1,000.00) if within one (1) year of the first offense, levied against Acadian, for which Acadian is responsible to pay or otherwise said franchise may be terminated by the city council.
3. Third offense: probation, suspension, or termination of the franchise, including up to a fine not to exceed two thousand dollars (\$2,000.00) if within one (1) year of the second offense, levied against Acadian, for which Acadian is responsible to pay or otherwise said franchise may be terminated by the city council.
4. Fourth and subsequent offenses: If within one (1) year of the third offense, City staff shall recommend to the city council permanent termination of the franchise, upon which city council may accept or deny staff recommendation, or at its discretion, the city council

may impose suspension, probation, or termination of the franchise and this Agreement.

Section 9

Default

Exclusive of the penalties set forth hereinabove, Acadian shall be declared to be in default of this Agreement at the discretion of the city council if Acadian violates or contravenes in any of the terms or conditions of the Ordinance or this Agreement. The city council may terminate the franchise if Acadian is found to be in default.

Section 10

Majority vote

Acadian may be liable for fines or other penalties set forth in this Agreement, including termination of its franchise, or found to be in default, only upon a finding by majority vote of the city council.

Section 11

State Permits and City Franchise Requirements

Acadian, either as owner, agent, or otherwise, shall furnish, operate, conduct, maintain, advertise, or otherwise be engaged in or profess to be engaged in the non-emergency transportation of patients within the City unless and until Acadian holds a valid permit for each ambulance used in such ambulance service operation and has a valid franchise for the operation of such service by the City pursuant to this Agreement.

Section 12

Exemptions from Franchise Requirements

No franchise shall be required for:

1. any entity rendering assistance to Acadian in the case of a disaster, major catastrophe, mutual aid, or emergency when the services franchised by the City are insufficient or unable to cope, and assistance has been requested by the City;
2. any entity other than the franchisee operated from a location or headquarters outside of the City limits, but transporting to facilities located within the City limits, or transporting patients within the City limits to locations outside of the City limits;
3. ambulances owned and operated by an agency of the United States Government;
4. vehicles owned and operated by EMS providers chartered by the State of Texas as corporations to operate in the City limits to provide emergency

medical services, or municipal EMS providers; or,

5. any entity other than franchisee providing emergency transportation services within the meaning of this ordinance that provides trauma transportation services in connection with a state-certified trauma transportation program.

Section 13 **Franchise Fees to City**

Acadian shall, during the life of said franchise, pay to the City, to the attention of the City's director of finance, three and one-half percent (3.5%) of the total amount billed to and collected from patients or customers for the non-emergency ambulance service fees and any other income derived from the operation of the non-emergency ambulance service within the City limits, which said remittance shall be made monthly on or before the tenth (10th) day of each calendar month. The compensation provided for in this Section shall be in lieu of any other fees or charges imposed by any other ordinance now or hereinafter in force during the life hereof, but shall not release Acadian from the payment of ad valorem taxes levied or to be levied on local property it owns. The purpose of the franchise fee is to fund the City monitoring Acadian's operations and for the cost of administrative staff, vehicle inspections, and wear and tear upon the City's roadways.

Section 14 **Quarterly Reports**

It shall be the duty of Acadian to file with the City's director of finance a sworn statement for each calendar quarter, which said statement shall report the total amount billed and collected for non-emergency ambulance service within the City limits for the preceding three (3) months, which statement shall be filed within ten (10) days following the end of the third month. Acadian herein shall be required to adequately maintain a system of bookkeeping, which books shall be subject to reasonable audits by the City in executive session and such skilled person or persons as the City may designate so as to enable the City to periodically check the accuracy of the accounts kept and to compute fairly and accurately the percentage of the amounts privately billed that may be due to the City from Acadian.

Section 15 **Cessation of Activity upon Termination of Franchise**

1. Upon cancellation, suspension, or termination of Acadian's franchise, by actions taken by either the city council or Acadian, Acadian shall immediately cease operations that are granted under the franchise.
2. Upon revocation, suspension, or termination of a driver's license or attendant's certification or Emergency Medical Technician certificate, such attendant shall cease to drive an ambulance, perform service, or attend an ambulance under the direction or authority of Acadian.

3. Acadian shall not permit any individual whose license or credentials are invalid to drive an ambulance or provide medical care in conjunction with the ambulance operator.

Section 16

Rates and Charges to Patients or Customers

1. Acadian shall comply with the schedule of rates that Acadian has attached to this Agreement as EXHIBIT “B” and which is incorporated herein by reference. Acadian may amend the schedule of rates only upon the adoption of an ordinance approving said amendment.
2. On non-emergency calls, or calls where a person requires transportation to a non-emergency facility, collection for service (payment) may, at the option of Acadian, be made before the ambulance begins the trip.

Section 17

Insurance

Prior to providing any Ambulance Services in the City limits, Acadian will provide proof of insurance coverage in the types, forms and amounts required by state law and this Agreement. Failure to maintain such insurance through the term of this Agreement will be cause for termination of the franchise granted herein. Acadian shall be required to obtain and maintain in effect throughout the term of this Agreement a public liability insurance policy in an amount of not less than \$1,000,000. A copy of the insurance policy shall be filed with the City’s finance director within 10 days of the grant of the franchise. Acadian shall not operate its service during any periods for which insurance lapses for any reason.

Section 18

Nondiscrimination

No individual shall be denied or subjected to discrimination in the receipt of services for activities made possible by or resulting from this Agreement on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age or marital status. Material violation of this provision shall be considered a default of this Agreement.

Section 19

Records, Reports

Acadian shall maintain the following records:

1. record of dispatch showing time call for transport was received, time ambulance dispatched, time arrived on scene, time arrived at destination, time in service, and time returned to base;
2. a trip record that shall be so designed as to provide the patient or customer with

a copy of it and that may serve as a receipt for any charges paid;

3. maintenance of a daily report log for the purpose of identifying all individuals transported in any given day;
4. daily driver and attendant checklist and inspection report which shall list contents and description of operations for each vehicle, signed by the individual verifying vehicle operations and equipment; and,
5. if private records are kept, including operational, vehicular maintenance, driver/attendant training certifications, insurance certifications, traffic compliance, accident records, financial, tax and related records, shall be open at any reasonable time for inspection and audit by the city manager or designee, or any professionally trained accountant/auditor; but Acadian may deem and mark certain materials as proprietary and confidential or protected by state or federal law, which may still be viewed by the city manager, designee or accountant/auditor representing the City but not disclosed to the general public unless a Texas Attorney General Ruling or court of competent jurisdiction so orders such a public release.

Section 20

Transfer and Assignment

This non-exclusive franchise Agreement and the rights, privileges, permissions, and authorities granted herein are personal to Acadian and cannot be sold, transferred, leased, assigned, or otherwise disposed without prior written approval from the City.

Section 21

Private Ambulance Services Personnel

Attendants and drivers employed by Acadian shall be:

1. at least eighteen (18) years of age;
2. a citizen of the United States;
3. licensed by the State of Texas to operate the vehicle occupied; and,
4. certified as having obtained any legally required training as may be required by any regulatory bodies having jurisdiction over the provision of private ambulance services to the general public.

Section 22

Indemnification

As a condition of the grant of this Agreement, and in consideration thereof, Acadian shall

defend, indemnify, and hold the City harmless against all claims for damages to persons, individuals or property by reason of its franchise operations, 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 Acadian or any of its contractors, subcontractors, officers, agents, or employees, or by any person for whose act, omission, negligence, or misconduct, Acadian is by law responsible. This provision is not intended to create liability for the benefit of third parties but is solely for the benefit of Acadian and the City. In the event any claim is made against the City that falls under this indemnity provision, the City shall promptly but no later than five (5) business days, provide Acadian with the a copy of the claim with a written notice that such is deemed to fall under this provision. Acadian shall then take over the defense of the claim with attorneys of its and/or its insurer's choosing. Acadian 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 Acadian 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 provide Acadian immediate written notice of such suit or proceeding, whereupon Acadian 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.

Section 23

Compliance with Laws and Regulations

During the term of this Agreement, the City and Acadian agree they will comply with all applicable state, federal and local laws and regulations. Failure to comply on the part of Acadian may be grounds for the imposition of penalties or sanctions, including up to termination of this Agreement. Failure to comply of the part of the City may be grounds for Acadian to terminate this Agreement without prior consent or approval by the City.

Section 24

No Waiver; Cumulative Remedies

Acadian will not be excused from complying with any of the terms of conditions of this Agreement because of failure of the City, on one or more occasions, to insist upon or to seek compliance with any such terms or conditions, or because of any failure on the part of the City or Acadian to exercise, or delay in exercising, any right or remedy hereunder, nor will any single or partial exercise of any right or remedy preclude any other right or remedy. Acadian agrees that the City will have the specific rights and remedies set forth herein. These rights and remedies are in addition to any and all other rights or remedies now or hereafter available to the City, and will not be deemed waived by the exercise of any other right or remedy. The rights and remedies provided in this Agreement and in the Ambulance Service Ordinance are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Agreement will impair any of the rights or remedies of the City under applicable law. The exercise of any such right or remedy by the City will not release Acadian from its obligations or any liability under this

Agreement, except as expressly provided for in this Agreement or as necessary to avoid duplicative recovery from or payments by Acadian. Neither the provision of performance security, nor the receipt of any damages recovered by the City thereunder, will be construed to excuse faithful performance by Acadian or limit the liability of Acadian for damages, either to the full amount of the posted security or otherwise.

Section 25 **Administration**

The city manager or designee will administer or direct the administration of this Agreement.

Section 26 **Notices**

Any notice, request, or demand which may be or is required to be given under this Agreement will be delivered in person at the address stated below or may be deposited with the United States Postal Service, certified or registered mail, postage prepaid, to the party and address stated below:

FRANCHISEE:

Acadian Ambulance Service of Texas, LLC
D/B/A Acadian Ambulance Service
ATTN: Mr. Richard Zuschlag, CEO & Chairman of the Board
P. O. Box 98000
Lafayette, LA 70509-8000

CITY OF KYLE, TEXAS ("CITY"):

City of Kyle
ATTN: City Manager
100 W. Center Street
P.O. Box 40
Kyle, TX 78640
Fax: (512) 262-3987

Section 27 **Governing Law**

This Agreement will be deemed to be executed in the City of Kyle in the State of Texas, and will be governed in all respects, including validity, interpretation and effect, and construed in accordance with the laws of the State of Texas, as applicable to contracts entered into, and to be performed entirely with this State.

Section 28 **Modification or Amendment**

This Agreement may not be modified, amended, or changed in any way unless such modification, amendment or change is approved by the city council, and the terms and conditions thereof expressed in a written document, signed by both parties.

Section 29
Entire Agreement

The preparation, execution, and delivery of this Agreement by the parties have been induced by no representations, statements, warranties or agreements other than those expressed herein. This Agreement embodies the entire understanding by and between the City and Acadian. There are no further or other agreements or understandings, written or oral, in effect between the City and Acadian relating to the subject matter of this Agreement unless such agreements or understandings are expressly referred to and incorporated herein.

Section 30
Corporate Authority

The undersigned warrant that each has the requisite corporate authority to execute this Agreement and bind each party to the terms of this Agreement.

Section 31
Severability

If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion will be deemed a separate, distinct, and independent portion. Such declaration will not affect the validity of the remaining portions hereof, which other portions will continue in full force and effect. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision will thereupon return to full force and effect without further action by the City and will thereafter be binding on Acadian and the City.

Section 32
Effective Date

This Agreement shall be in full force and take effect from and after the date of the final passage or the ordinance in which the Agreement is incorporated and upon the signing and attesting of said Agreement as witnessed below.

THE CITY OF KYLE, TEXAS

By: _____
Travis Mitchell, Mayor

ATTEST:

Jennifer Vetrano, City Secretary

ACADIAN COMPANIES
D/B/A ACADIAN AMBULANCE SERVICE (“FRANCHISEE”)

By: _____
James Mayer
Title: _____

EXHIBIT “B”
ACADIAN SCHEDULE OF RATES
(SEE ATTACHED)

ACADIAN AMBULANCE SERVICE, INC.
PRICING CATALOG

<u>Description</u>	Texas	
	2021 Rates	
	<u>Amount</u>	<u>Effective Dates</u>
<u>Transports</u>		
ALS2 Emergency	\$ 1,804.00	January 1, 2021
ALS1 Emergency	1,321.00	January 1, 2021
ALS1 Non-Emergency	1,283.00	January 1, 2021
BLS Emergency	1,321.00	January 1, 2021
BLS Non-Emergency	868.00	January 1, 2021
Specialty Care Base	2,763.00	January 1, 2021
Ambulance Response, treatment without transport	287.00	January 1, 2021
<u>Mileage</u>		
Mileage - 0 - 50 miles	\$ 26.49 per mile	January 1, 2021
51 - 100 miles	26.49	January 1, 2021
101 and over	26.49	January 1, 2021
<u>Ancillaries</u>		
Airvo device	\$ 1,260.00	January 1, 2021
Airway Mgmt-Disposable Supplies	92.00	January 1, 2021
Bariatric Stretcher	374.00	January 1, 2021
BiPAP	1,260.00	January 1, 2021
Burn Sheet	67.00	January 1, 2021
Capnometer	131.00	January 1, 2021
C-Collar	92.00	January 1, 2021
CPAP devise with Manometer	340.00	January 1, 2021
Disaster Bag	425.00	January 1, 2021
Disposable BVM	171.00	January 1, 2021
Disposable Splint	29.00	January 1, 2021
Disposable Supplies/Environ. Protection	112.00	January 1, 2021
EKG Monitor	211.00	January 1, 2021
EKG Monitor-Disposable Supplies	29.00	January 1, 2021
EKG Monitor Pace Pads	261.00	January 1, 2021
EKG 12 Lead	211.00	January 1, 2021
Endotracheal Intubation	112.00	January 1, 2021
Extra Ambulance Attendant	309.00	January 1, 2021
Extra Unit Assistance Fee	309.00	January 1, 2021
EZ-IO Intraosseous Infusion - disposable needle	514.00	January 1, 2021
Glucose	29.00	January 1, 2021
IV Set Up/Disposables	112.00	January 1, 2021
IVAC Pump	211.00	January 1, 2021
King-LTD	81.00	January 1, 2021
Out of Service Area	211.00	January 1, 2021
Oxygen Mask/Set Up	206.00	January 1, 2021
O.B. Kit	131.00	January 1, 2021
Poison Antidote Kit	105.00	January 1, 2021
Pulse Oximeter	131.00	January 1, 2021
SAM Pelvic Sling II	92.00	January 1, 2021
Sterile Water	42.00	January 1, 2021

ACADIAN AMBULANCE SERVICE, INC.
PRICING CATALOG

Description

Suction Equipment
Throplex Chest Drainage System
Ventilator
Visidex Strip / Regeant Strip

Medication

Adenocard 12 mg
Amidate 2mg/ ml 20cc vial
Amiodarone
Aspirin
Atropine Sulfate
Benadryl
Calcium Chloride
Calcium Gloconte, 10%
Cardene 20mg (Nicardipine)
D5W 1,000 CC
Dextrose
Diltiazem
Dobutamine
Dopamine
Epinephrine
Epinephrine 30mg
Famotidine
Fentanyl
Glucagon
Heparin
Ipratropium Bromide
Ketamine Hcl, 10mg/ ml 20 ml vial
Labetalol
Lasix
Levetiracetam
Lidocaine
Lidocaine, 20%
Magnesium Sulfate
Mannitol, 20%
Metoprolol
Morphine Sulfate
Narcan, 2mg
Nitro Tab
Nitroglycerin Injection
Nitrol Ointment
Nitropress
Norepinephrine
Normal Saline 1,000 cc
Ondansetron
Oxymetazoline
Pitocin

Texas		
2021 Rates		
	Amount	Effective Dates
	29.00	January 1, 2021
	311.00	January 1, 2021
	1,260.00	January 1, 2021
	29.00	January 1, 2021
\$	92.00	January 1, 2021
	58.00	January 1, 2021
	62.00	January 1, 2021
	9.00	January 1, 2021
	62.00	January 1, 2021
	62.00	January 1, 2021
	62.00	January 1, 2021
	41.00	January 1, 2021
	323.00	January 1, 2021
	92.00	January 1, 2021
	70.00	January 1, 2021
	64.00	January 1, 2021
	30.00	January 1, 2021
	92.00	January 1, 2021
	62.00	January 1, 2021
	92.00	January 1, 2021
	9.00	January 1, 2021
	64.00	January 1, 2021
	311.00	January 1, 2021
	9.00	January 1, 2021
	62.00	January 1, 2021
	92.00	January 1, 2021
	92.00	January 1, 2021
	9.00	January 1, 2021
	9.00	January 1, 2021
	62.00	January 1, 2021
	70.00	January 1, 2021
	62.00	January 1, 2021
	18.00	January 1, 2021
	62.00	January 1, 2021
	13.00	January 1, 2021
	146.00	January 1, 2021
	9.00	January 1, 2021
	92.00	January 1, 2021
	62.00	January 1, 2021
	62.00	January 1, 2021
	66.00	January 1, 2021
	92.00	January 1, 2021
	64.00	January 1, 2021
	66.00	January 1, 2021
	9.00	January 1, 2021

ACADIAN AMBULANCE SERVICE, INC.
PRICING CATALOG

Description

Potassium Chloride
Propofol, 1g
Albuterol (Nebulizer always used)
Ringers Lactate 1,000 cc
Sodium Bicarbs, 8.4%
Sodium Bicarbs, 4.2%
Solu-Cortef
Solu-Medrol 1 gram
Succinylcholine 20 mg
Tranexamic Acid
Vecuronium
Versed, 5mg/ ml 1 ml vial
Zemuron 10 mg/ ml 10ml vial

Texas	
2021 Rates	
<u>Amount</u>	<u>Effective Dates</u>
18.00	January 1, 2021
53.00	January 1, 2021
62.00	January 1, 2021
112.00	January 1, 2021
70.00	January 1, 2021
41.00	January 1, 2021
110.00	January 1, 2021
92.00	January 1, 2021
9.00	January 1, 2021
98.00	January 1, 2021
66.00	January 1, 2021
47.00	January 1, 2021
92.00	January 1, 2021