



# GAUTIER FIRE DEPARTMENT

2502 College Circle Gautier, MS 39553

Phone: (228) 497-1656

Fax: (228) 497-0100

*"Proudly protecting Natures Playground"*

To all,

In response to a request by Bennie French, Acadian Ambulance Service, and in the interest of receiving the greatest care and service for our citizens and an equitable service agreement, comparable or exceeding the service and reporting provided by ambulance services to local governments in the greater area. The Gautier Fire Department has reviewed the current agreement between Jackson County Mississippi and Acadian Ambulance Service and list some (not meant to be all inclusive) areas of concern as to how the agreement affects the City of Gautier and its citizens.

The Mission of the Gautier Fire Department is to provide protection of life, property, and environment for all citizens of our Fire District regardless of social status, race, or national origin. Life being the first, as it's the most important, The Gautier Fire Department choses to provide "First Response" medical services to all its citizens as they deserve the very best we can offer.

## ARTICLE II CONSIDERATION

### 1. Subsidy

The County will assign management of all EMSOF Funds to Acadian. In addition, the County will provide an annual subsidy to Acadian in the amount of \$60,000.00. This subsidy shall be provided by the Jackson County Board of Supervisors as the governing authority for the EMS District....

...Acadian agrees to cooperate in any manner requested by County in applying for EMSOF Funds....

...In consideration for the provision of said subsidy by County and said services by Acadian as described herein, Ocean Springs, Moss Point, Gautier, and Pascagoula all agree to be bound by the terms hereof....

...In addition to the above described subsidy (ies), effective upon execution of this Agreement and with each renewal or extension of this Agreement and continuing thereafter, County agrees to provide Acadian with an annual subsidy, separate and distinct from those referenced in any other section or Article of this Agreement, in the amount of One Hundred Twenty Thousand Dollars (\$120,000.00).

Response: Although the City of Gautier does not historically disperse funds from its General Fund for these "subsidies", we should all agree the burden of payment is incurred by all Jackson County residences (including those of Gautier). Without a Mutual Aid Agreement or Memo of Understanding how could a municipality be bound to any agreement which it doesn't have in its Minutes?

### 3. EMS Lead Agency and First Responders

Acadian shall be responsible for requesting first responder assistance for presumptive Emergency Transport Calls and other situations as agreed upon by mutual aid agreement....

...It is the responsibility of Acadian to execute and obtain such mutual aid agreements as necessary to effectuate any proposed use of first responders.



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Response: No Mutual Aid Agreement exists between the City of Gautier and Acadian. The City of Gautier would prefer to retain its right to "self-dispatch" to all calls within its jurisdiction for the betterment of the service provided. This action could only enhance the service provided.

## ARTICLE III SERVICE PROVIDED BY ACADIAN

### 3. Response Reliability Standards

1. Acadian shall produce a maximum response time of eight minutes on not less than 80% of all responses originating within a five (5) mile radius of the central location point within the cities of Pascagoula, Ocean Springs, Gautier, Moss Point, and each central location within the unincorporated areas of the county, (Vancleave and East Central).
3. ...The central location points are as follows:
  - D. Gautier, MS.....Gautier Fire Station

2011 AMENDMENT: Acadian shall produce a maximum response time of eight (8) minutes on not less than 80% of all responses within a five (5) mile radius of the central location point within the cities within the cities of Pascagoula, Ocean Springs, Gautier, Moss Point,.....

Response: Gautier's Central Fire Station is not the best, most centralized location for this application. Acadian's Gautier Sub-station, at 5118 Gautier/Vancleave Road, is a more appropriate location. Response times will be covered in a later section.

### 4. Response Time

....Response times will be calculated each calendar month by Acadian. Acadian agrees to provide monthly reports of response times by area along with all back-up documentation including the itemized summary of each call which is included on the monthly report....

B. Copy to each municipality for the area inside its municipal boundaries.

Acadian shall attend all meetings of the EMS Advisory Board to answer any questions and resolve any issues regarding said response time reports.

Response: Acadian's Jackson County Compliance Report for February 2016 and March 2016 are attached. These reports are not an itemized summary of all calls by area nor is there a monthly review of said reports by the EMS Advisory Board.

### 5. Essential Information

....Response times will be monitored by each party to this agreement as well as the Jackson County EMS Advisory Board.

Response: There is very little to no accountability or oversight from the City of Gautier with regards to response time review.

### 6. Excluded Responses:

E. Excess runs which occur during periods of unusual system overload. Unusual system overload is defined as a period of time during which more than three (3) emergency



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calls are simultaneously in progress within the County. Excess runs are those responses after the third emergency call during an unusual system overload.

Response: Not knowing the circumstances surrounding "unusual system overloads" it is hard to describe just how "unusual" these events actually are and whether or not this exception should be changed.

7. Response Time Penalty

1. Area within Gautier City Limits:

- a. A maximum response time of eight minutes on not less than 80% of all responses originating within a 5 mile radius of the central location point within the City of Gautier.

Response: By moving the central location point for Gautier, ALL areas within the city limits of Gautier would require a maximum response time of eight minutes on not less than 80% of all calls originating within the city limits of Gautier.

11. Subscription Service

Acadian shall offer to the residents of Jackson County a subscription/membership service as outlined in its proposal attached hereto as Exhibit 3.

Response: My copy of the contract is incomplete as I only have an Exhibit "A" RATE SCHEDULE. Although I would like to see if municipal employee's households could be included in this section as part of the agreement. As you know "on the job" transports would be covered under worker compensation.

12. Information to County

- A. Yearly audited financial reports.
- D. A yearly accounting of all expenditures of Jackson County EMSOF funds and subsidy and an inventory of and list of equipment and supplies purchased therewith.
- E. A yearly statement of Corporate Citizenship activities.

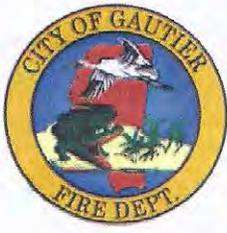
Response: These items would account for bonuses, contributions, and other non-service appropriations, a concurrent record of all EMSOF Funds, expenditures, and assets. Corporate Citizenship as it relates to different areas inside and outside Jackson County Mississippi.

13. Corporate Citizenship

Acadian agrees to provide ambulance stand-by's at no charge for all fairs, high school/college football games and/or major civic functions within Jackson County. Acadian agrees to provide such other stand-by service as is requested by the County or municipalities for similar events at no charge.

2011 AMENDMENT: ....Acadian agrees to provide stand-bys, free of charge for all Non-Profit Organizations, Public or Government Funded entities at fairs and festivals, football games, and all NON-PROFIT civic or other requested events.

Response: A clear chain of communication is not established by this Agreement, any other Mutual Aid Agreement, or Memo of Understanding.



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## 17. EMS Advisory Board

There will be established an EMS Advisory Board consisting of an appointed member from each municipality, an Emergency Physician and/or registered Nurse from Singing River Hospital System; 2 members appointed by the Jackson County Fire District with one from the eastern unincorporated area and one from the western unincorporated area; a representative of the 911 Commission, and 2 members of the Board of Supervisors, none of which may be affiliated by Acadian. Acadian agrees to cooperate fully with said Advisory Board, provide information, attend meeting and address concerns as raised by said Board. A monthly review of response times will be conducted by the Advisory Board.

Response: At this time the City of Gautier is unaware of the existence of an EMS Advisory Board or any monthly meeting of review by said Board. The EMS Advisory Board would add oversight and accountability to this agreement and be a good platform to establish lines of communication to and from the provider.

## 22. Insurance

F. Acadian will indemnify and hold harmless Jackson County, Mississippi, in the event Jackson County is held liable for any of Acadian's use of Fire Department personnel in Jackson County who respond in an official capacity to EMS calls in the County in accordance with mutual aid agreements between the Fire Departments and Acadian.

G. Jackson County will be named, to the extent of Acadian's indemnity obligations to Jackson County stated herein, as additional insured on all insurance policies of Acadian.

Response: None of the Municipalities are named in this section and the City of Gautier does not have a Mutual Aid Agreement or Memo of Understanding with Acadian.

## 26. Medical Control

Acadian will be responsible for securing on-line and off-line medical control as defined in the Rules and Regulations of the Mississippi State Department of Health, Division of Emergency Medical Services.

Response: Acadian provided "Medical Control" to Gautier Fire Personnel until 2014. As of 2016 the Gautier Fire Department has personnel train to an EMT-Basic Level, but those personnel cannot act in that capacity or represent themselves as an EMT-Basic without "Medical Control".

## 30. Mutual Aid

Acadian shall maintain mutual aid agreements according to the requirements of their National Accreditation with all governmental entities adjoining Jackson County.

Response: No Mutual Aid Agreement or Memo of Understanding exists between Acadian and The City of Gautier.



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## ARTICLE IV AUTHORITY TO ENTER INTO THIS AGREEMENT

### 3. Contract Administrator

The County will designate an individual (the Contract Administrator) to administer this Agreement on behalf of the County. The Contract Administrator shall receive notice of all communications regarding this Agreement.

Response: Communication between Acadian and the City of Gautier has thus far been facilitated by Earl Etheridge, Jackson County Director of Emergency Services.



# Acadian AMBULANCE SERVICE



NATIONALLY  
ACCREDITED

P.O. Box 98000 • LAFAYETTE, LA • 70509-9800

AMBULANCE  
DISPATCH  
511  
800-259-1111

ADMINISTRATION  
337-291-3333  
800-259-3333

BILLING  
800-259-2222

## JACKSON COUNTY COMPLIANCE REPORT

February 2016

<u>Gautier</u>	<u>83%</u>
133 responses	
110 compliant – approved exceptions 5 (5 overload)	
<u>Moss Point</u>	<u>84%</u>
180 responses	
152 compliant – approved exceptions 10 (9 overload, 1 traffic delay)	
<u>Ocean Springs</u>	<u>85%</u>
305 responses	
259 compliant – approved exceptions 9 (8 overload, 1 weather delay)	
<u>Pascagoula</u>	<u>92%</u>
170 responses	
156 compliant – approved exceptions 5 (5 overload)	
<u>Jackson County</u>	<u>90%</u>
125 responses	
112 compliant – approved exceptions 2 (2 overload)	

## Robert Jones

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**From:** French, Bennie <BFrench@acadian.com>  
**Sent:** Monday, April 18, 2016 4:32 PM  
**To:** delbin@gautier-ms.gov; rjones@gautier-ms.gov; dmccoy@gautier-ms.gov; jdanos@bordisdanos.com  
**Subject:** Acadian Ambulance Jackson County Operations  
**Attachments:** Central Fire.pdf; City of Pascagoula.pdf; Gautier Fire Department.docx; Gulf Park-St. Andrews Fire.pdf; Jackson County Coroner.docx; Jackson County OES.pdf; Jackson County Sheriff.pdf; Moss Point Mayor.pdf; Ocean Springs Health and Rehabilitation.doc; Ocean Springs Mayor.pdf; River Chase Village.doc; Daniel Lennie.pdf

Honorable Mayor Gordon Gollott, Distinguished Council Members, Gautier Fire Chief and Deputy Fire Chief:

Since 2000, Acadian Ambulance Service has proudly provided exemplary Advanced Life Support services to Jackson County and its residents. On March 21, 2016, the county Board of Supervisors voted to put these services out for bid through an RFP process. The board immediately began receiving letters in support of Acadian from mayors of municipalities, aldermen and council members, officials at health-care facilities, the Jackson County sheriff and coroner and a number of others. Many of these letters have asked supervisors to rescind the RFP; a final decision will be made at the board's May 2 meeting.

The City of Gautier is a key part of Jackson County, and I know commissioners would value your opinion on this issue that is so vital to county residents. Therefore, I am respectfully requesting that the Gautier City Council consider providing a letter that outlines your own experience with Acadian in the past 15 years; as reference, I have attached several of the letters we already have received. The attachments also include a letter from Acadian Senior Vice President Daniel J. Lennie confirming that our company will forgo the current subsidy being provided to us for EMS service in Jackson County.

If you have questions or concerns, please do not hesitate to contact me.

Sincerely,

Bennie French

**Bennie French | Community & Governmental Relations**

Acadian Ambulance Service

2204 Old Mobile Hwy. | Pascagoula, MS | 39567

O: 228-762-0239 | F: 337-291-2244 | C: 228-366-0819

[www.Acadian.com](http://www.Acadian.com)

## Acadian Ambulance Service

First I want to state that I do not have an opinion or preference on who shall provide “Ambulance” service within the City of Gautier. It is my desire to have a provider that fulfills the obligations to our constituents as determined by the contract in which said company adheres to.

On August 9<sup>th</sup>, 2014 the City of Gautier sanctioned an event to honor Sgt. Anthony McDaniel. The event was held at Bacot Park. Many attended which included people from the community as well as dignitaries such as Senator Roger Wicker, for example. The event was held from 11am to 3pm. At approx. 10am on the day of the event I was approached about the possibility of requesting Acadian Ambulance to stage a truck at the event due to the August heat and the amount of people that were present. The Fire Department contacted Acadian Ambulance in Lafayette, LA and requested that a Supervisor in our area contact us. We promptly made contact with a Supervisor and made our request to stage an ambulance at the event instead of their station which is located on Gautier Vancleave Rd. The Supervisor responded by asking who they would send a bill to? I stated that this was an event sanctioned by the City of Gautier and we wasn't asking for an additional truck to place on site but to stage the “Gautier” truck at the event as a precaution. I was again asked who would be responsible for the bill. No ambulance was ever dispatched to the event as requested.

I mention the previous incident because before this situation Acadian Ambulance as far as I knew in the capacity that I was in, was a professional company in which I had no complaint or concern up to this point. When this incident took place with their refusal to stage a unit at the event it gave me a reason for concern and reason for me to pay more attention to the relationship between Acadian Ambulance and the City of Gautier.

In early March of 2015 another incident happened which caused me greater concern. I was made aware by one of our firefighters that Acadian Ambulance was no longer supplying our Nationally Registered EMT's with “Medical Control” agreements. In order for a Nationally Registered EMT to hold themselves as an EMT in the State of Mississippi they must have a State License. In order to get the State License an EMT must have a medical control agreement. Medical control is given by a licensed physician and dictates the protocols that are to be used in emergency treatment. Gautier firefighters that are EMT's have always been given medical control agreements from the ambulance service that was contracted by Jackson County by the licensed physician that provides their medical control. This allows the Firefighter/EMT's to fall under their much larger umbrella of liability. Without medical control the liability is placed ultimately on the Fire Department I presume. This is what I consider an very important benefit that has always been provided by our ambulance service provider up to this point.

On March 16<sup>th</sup> 2015 I contacted Mrs. Alisa Williams, Director of the State of Mississippi Department of Health Bureau of Emergency Services. I posed the question of whether or not a Nationally Registered EMT could practice without a Mississippi license. She responded by stating, in part, that EMT is a protected title in the State of Mississippi meaning one can hold themselves out to be an EMT only if they are certified by the state and stated that EMT's do require medical control. Mrs. Williams further stated that as an organized response (Fire Dept. being dispatched to a call), we are not covered under the Good Samaritan Law.

On March 17<sup>th</sup> 2015 I contacted Acadian Ambulance Service Jackson County Supervisor Frank Duke and officially made him aware that Gautier Fire Department was requesting completed "Medical Control" agreements for my EMT's that were needing to renew. Up to this point the fire department has not been officially notified by Acadian Ambulance that they are no longer providing medical control. Mr. Duke responded back asking me if I was at the fire station, which I was not due to attending a class in Collins, MS. I contacted Mr. Duke on my way back home via cell phone. Mr. Duke stated that they indeed were not going to provide medical control agreements any longer to fire departments. When asked what the reason was for their decision he stated that we did not need medical control agreements. I then informed Mr. Duke that according to the Bureau of Emergency Services that we indeed need to have medical control in order for my firefighters to operate as an EMT. Mr. Duke maintained his position that we did not need it which I was in disagreement with and I let my opinion be known in our conversation. I stated to Mr. Duke that if they were unwilling to provide medical control, as has been done in the past, I will check into obtaining our own physician to provide medical control in which he promptly stated that we cannot do that and referred to their "Contract". Mr. Duke in our conversation referred to the contract between Acadian Ambulance and Jackson County several times which peaked my interest in obtaining a copy of the agreement.

I later obtained a copy of the contract from Mr. Earl Etheridge of Jackson County Emergency Management who also has been tasked by the Board of Supervisors with overseeing the Acadian contract.

After reviewing the contract it was apparent that there were multiple issues with Acadians adherence to the agreement.

I learned that according to the contract there should be an established "EMS Advisory Board" (see Article 17. EMS Advisory Board) that is to consist of an appointed member from each municipality. The Advisory Board, per the contract, is to conduct a monthly review of Acadians response time as well as address concerns with Acadian who shall be present at these monthly meetings and, as contract states shall agree to cooperate fully by providing full documentation to support their monthly compliance reports.

Compliance reports, as described in the contract, are monthly reports that depict what Acadians response times are for the previous month providing the necessary information to determine compliance with the contract. The contract states that Acadian must have a response time of 8 minutes or less atleast 80% of the time within the 5 mile radius of Gautier Central Fire Station. The contract further states that if compliance is not met then a monetary fine could ensue.

During the month of July 2015, I was attending a meeting at the Jackson County EOC and asked Mr. Etheridge who from the City of Gautier was on the EMS Advisory Board. Mr. Etheridge responded by stating that the board had been disbanded. I then asked who from the City of Gautier was receiving the "Monthly Compliance Reports" and Mr. Etheridge responded by stating that those are one of those things you have to ask for to get.

August 4<sup>th</sup> 2015 at 10:40am I emailed Mr. Frank Duke requesting the Monthly Compliance Reports for the month of July and for each month thereafter be sent to me concerning responses within the municipal boundary of the City of Gautier.

August 4<sup>th</sup> 2015 at 1:48pm Mr. Duke responded and stated that per the contract, Monthly Compliance Reports are submitted to the county on a monthly basis and further stated that the reports are available to me through the Office of Emergency Services and that he had spoken with "Earl" about my request and copied him on the email.

August 4<sup>th</sup> 2015 4:30pm I responded that the contract states under Article III Section 4 Response Time. Acadian agrees to provide monthly reports of response times by area along with all backup documentation including the itemized summary of each call, which is included on the monthly report. In addition, upon request of the Board of Supervisors, Acadian will provide a report on any specific incident. The itemized summary of each call shall include all available information regarding the time, nature, resolution, arrival times, etc. of each call. Article III Section 4 goes on to state that a copy of the report shall be distributed to each municipality for the area inside its municipal boundaries. I then stated in my email " The City of Gautier is requesting the Monthly response Time Reports pursuant to Article III Section 4 of the City of Gautier's most updated contract."

August 4<sup>th</sup> 2015 at 7:34pm Bennie French with Acadian Ambulance Services emailed Mayor Gollott requesting a meeting to discuss the recent ambulance response time requests.

August 11<sup>th</sup> 2015 Chief Jones received a monthly compliance report for Acadian Ambulance for the month of July from Mr. Earl Etheridge. The report did not provide sufficient information to ascertain whether Acadian Ambulance was compliant or not with the provisions within the contract. The report which originates with Acadian Ambulance only depicts the percentage of compliance and no backup documentation for their findings. With the information provided there is no possible way anyone tasked with ensuring compliance can say that Acadian Ambulance is compliant.

August 11<sup>th</sup> 2015 I along with Fire Chief Jones met with Mayor Gollott and discussed our request and concerns with Acadian Ambulance.

August 13<sup>th</sup> 2015 Mayor Gollott responded to Mr. French and stated that the information being requested is defined in the contract and acknowledged that we have received a summary response report but no backup documentation that coincided with the summary report and asked Mr. French to look into the matter.

August 17<sup>th</sup> 2015 Mr. French responded to Mayor Gollott and stated that the requested information can be reviewed by any designated medical liaison and the like. He further stated however, after review all information would have to be collected and retained by Acadian Ambulance Service to ensure HIPPA compliance or any possible breach of patient confidentiality. Mr. French then stated that he was working with Earl Etheridge in setting up a meeting along with their operations personnel for review of the documents.

August 19<sup>th</sup> 2015 I along with Chief Jones attended a meeting at the Jackson County EOC. Mr. Bennie French, Mr. Frank Duke, Mr. Damon Wilson, Mr. Terry Jackson, and Mr. Earl Etheridge were present. They supplied the information as requested but seemed more concerned with the reason that the request was made. Chief Jones stated that the information within the reports as previously submitted did not supply enough information to determine compliance. They in turn cited HIPPA rules and regulations for their reason in not being able to provide the information.

We made the pitch that by supplying the date of incident, time of dispatch, and the time of their arrival only should suffice and not violate HIPPA due to no patient information being disclosed. I maintain that for the purposes of review, HIPPA does not apply in this case and the information should be made available for purposes of review. I personally feel they are using HIPPA regulations erroneously to keep from disclosing the information. When we departed the meeting I, along with Chief Jones, was under the opinion that the information as discussed with the compromise would be supplied by Mr. Wilson.

August 20<sup>th</sup> Mr. Wilson supplied the requested information but only supplied the date of each incident and the time of dispatch. Supplying this information confirmed that our compromise should indeed not give them concern with HIPPA, but begs to ask the question why their times of arrival wasn't included as well.

August 20<sup>th</sup> Chief Jones emailed Mr. Wilson and stated that the date and time only gives us no information and further asked for the time of arrival to be included.

August 20<sup>th</sup> Mr. Wilson responded by stating "I believe production and distribution of a report that contains more information puts us all in a place of risk and/or increased liability. I spoke with Earl Etheridge who stated that he hasn't received any additional request for information so he was initially reluctant to reopen the topic." Mr. Wilson then stated that would be happy to meet and have confidentiality agreements signed and go over the reports.

Again, I have to wonder why asking for Acadians "Times of Arrival" is considered such a controversial number to get.

Since this meeting we have continued to receive from Mr. Etheridge the "Monthly Compliance" reports which I maintain are not sufficient information to review Acadians compliance with response times as dictated within the contract.

Sincerely,

A handwritten signature in black ink, appearing to read "Derek McCoy", written in a cursive style.

Derek McCoy  
Deputy Fire Chief



NATIONALLY ACCREDITED

P.O. Box 98000 • LAFAYETTE, LA • 70509-9800



AMBULANCE DISPATCH  
511  
800-259-1111

ADMINISTRATION  
337-291-3333  
800-259-3333

BILLING  
800-259-2222

## JACKSON COUNTY COMPLIANCE REPORT

### March 2016

<u>Gautier</u>	<u>85%</u>
136 responses	
115 compliant – approved exceptions 8 (8 overload)	
<u>Moss Point</u>	<u>80%</u>
201 responses	
161 compliant – approved exceptions 5 (5 overload)	
<u>Ocean Springs</u>	<u>86%</u>
303 responses	
261 compliant – approved exceptions 7 (7 overload)	
<u>Pascagoula</u>	<u>94%</u>
212 responses	
200 compliant – approved exceptions 7 (4 overload, 1 wrong address, 1 traffic delay, 1 train delay)	
<u>Jackson County</u>	<u>90%</u>
136 responses	
120 compliant – approved exceptions 7 (7 overload)	