

# Proposal to Provide Ambulance Service



Van Buren County, Arkansas

Prepared by:  
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PO Box 88  
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## Ambulance Proposal

### STATUTORY REQUIREMENTS

Pursuant to the declaration of the General Assembly of the State of Arkansas found in A.CA 14-266-101, et seq. that such emergency medical/EMS and ambulance services may be regulated at the local level, the Cities acting jointly with Van Buren County (Owner) do hereby enter this contract with Contractor of an exclusive EMS and Ambulance services provider to service the Coverage Area.

Providing Prehospital/Advanced Life Support Ambulances is the major ingredient in our business. We maintain paramedic level licensure in multiple counties in Arkansas.

Southern will staff at a minimum of the state requirements for Paramedic and EMT level ambulances. We do not provide ALS level at this time as they are not required to be staffed with paramedics.

The Medical Director for Southern Paramedic is Chadwick Simpson, License number E-5205

Southern Paramedic exceeds the State of Arkansas and the Section of EMS in staffing and equipment requirement. Southern follows and exceeds the standards, rules, regulations, and requirements established by the State of Arkansas concerning emergency medical services, emergency medical technician, paramedics, emergency and non-emergency ambulances, and ambulance companies as set forth by the Section of EMS, ARDH are hereby incorporated herewith.

Southern would maintain copies available to the County Clerk of Van Buren County, Arkansas, of the current license held and issued by the Section of EMS, ARDH, a list of equipment and supplies included on each ALS ambulance, a list of certified personnel and their educational qualifications, and the qualifications of their Medical Director

### TERM

This contract shall be for five (5) years from the date of the filing of this document with the Van Buren County Clerk as a franchise for exclusive operations of all calls originating within the Coverage Area. This contract shall automatically renew for successive 12-month periods thereafter. Should either party not wish to renew the contract, written notice shall be given to the other party not less than one hundred eighty (180) days prior to the expiration of the contract.

### AMBULANCE OVERSIGHT BOARD

Southern acknowledges the Oversight Board and would have a representative at the meetings.

### CONFLICTS OF INTEREST

Southern has no known conflicts of interest.

### RESPONSE TIMES

Southern will provide a time from when the emergency call is acknowledged by the ambulance service and adequate information is made available which identifies the location and nature of the call, and until the ambulance is enroute of two (2) minutes or less at least ninety (90%) of the time. This time shall be determined by Van Buren County 911 Dispatch. Southern will also be tracking these times with a recorded radio over internet system and our dispatch.

**RATES**

Southern Paramedic proposes to charge user fees for ground ambulance services as follows:

- BLS-Base rate \$800.00
- ALS-1 Base rate \$800.00
- ALS-2 Base rate \$1800.00
- Critical Transport Not recognized in Arkansas
- Non-Emergency rate \$800.00
- Mileage (loaded) per mile \$15

These rates have not changed in 5 years.

Dedicated Special Event Coverage (For-Profit)	TBD
Dedicated Special Event Coverage (Non-Profit)	No Charge
Public School Athletic /Special Events	No Charge

In recognition that rates are generally dictated by payments allowed by third parties, Medicare, Medicaid, and the insurance industry, the initial rate structure is targeted for two years and may be adjusted from time to time as the rates allowed by Medicare, Medicaid, and the insurance industry change. Southern would inform the Oversight board of any potential changes to rates. Southern would cooperate with any qualified financial examiner or auditor appointed the Oversight board to examine the books and records of Southern to ensure that the rates being charged are justified, fair, and reasonable. If Southern submits a rate structure that is not supported by the examination of the financial records of the applicant and/or the applicant's historical performance as is required herein, or in the event the financial strength of the applicant falls below acceptable standards recognized by the Generally Accepted Accounting and Auditing Principles, the Oversight board may revoke the contract. If Southern is removed for failure to adhere to this clause, Southern shall be ineligible to apply in the subsequent process to contract for ambulance/EMS services with the Oversight Board.

In the event of a rate structure changed due to changes in the market as described above, Southern would cause such records of the Contractor to be examined to verify the reasonableness or accuracy of the new rate requested. In the event the new rate is found to be justified and reasonable by independent examination experienced in EMS billing, Oversight Board shall approve the adjusted rate structure. The Oversight Board will approve billing changes as CMS changes occur.

**MEMBERSHIPS**

Southern does offer membership in its professional coverage area by whatever means deemed appropriate, including but not limited to, advertising and promotions within the coverage area. This membership effort is for purposes of providing notice to citizens, residents, and guest within the coverage area of the existence of the service and by giving them an opportunity to join. The yearly memberships will not be a cost of greater than \$50.00 per year per person or \$75.00 per year for a family living in the same household. The AOB will have the opportunity to review and adjust this rate as appropriate over the 5-year period of this agreement.

## PHYSICAL AND PERSONNEL REQUIREMENTS

Southern shall establish a physical presence within five (5) miles of Ozark Health Hospital in Van Buren County, Arkansas, and another location within three (3) miles of the Main entrance to the City of Fairfield Bay, at Dave Creek Parkway (from Highway 16), to provide coverage on a twenty-four hour a day, seven days a week, year-round basis. The facilities must Provide adequate resting and living areas for the professional staff, office workspace, medical supply and equipment storage, laundry and decontamination area, ambulance garage or protected parking and outdoor space for employees. The "physical presence" locations herein shall be the default staging areas where a staffed ALS ambulance shall be stationed when not in use, i.e., a minimum of one ALS ambulance at each of the two "physical presence" locations.

Southern would provide three (3) ALS ambulances each staffed twenty-four hours (24) per day for calls originating within the coverage area. The Contractor shall provide appropriate backfill agreements by Section EMS and ARHD. Copies of the backfill agreements shall be recorded with the County Clerk of Van Buren County, Arkansas, and shall be updated upon any change in such backfill agreement.

Southern shall provide maintenance of all ambulances, sufficient staffing, and additional ambulances as needed to provide efficient and high-quality ambulance services within the coverage area. Each ALS ambulance will be equipped to provide full service to assure top quality ALS services as required by professional standards including the Rules and Regulations of the Section of EMS, RDH, and in accordance with or exceeding applicable standards recognized by relevant professional associations.

Each on duty Paramedic ambulance shall be always staffed with at least (1) Paramedic and at least one (1) Emergency Medical Technician, all properly certified, with appropriate qualifications and in good standing with the Section EMS of ARDH. The Contractor shall provide proper management and supervision to include written operational policies and procedures, and a supervisor directly responsible for operations within the coverage area. All operational policies, procedures, maintenance records, non-protected communications records and other non-protected data directly related to operations, costs of operations shall be made available to the Owner upon demand and upon reasonable notice for compliance auditing.

In addition to the above requirements, Southern shall provide one (1) Basic Life Support (BLS) ambulance located in the coverage area. The BLS ambulance shall be appropriately staffed from 11:00 A.M. to 7:00 P.M., seven days a week, on a year-round basis. Notwithstanding the foregoing, the Contractor may satisfy this requirement by providing a fourth ALS unit, appropriately staffed, in the coverage area.

All Southern ambulance are equipped with operational Global Positioning Satellite Navigation Devices.

If there is a medical emergency for good cause or emergency declaration by the Governor of the State of Arkansas or the President of the United States of America requiring the deployment of all available ambulances to locations outside Van Buren County, said deployment shall not in and of itself constitute a breach of this contract.

The Contractor shall provide at a minimum an additional 2 ALS ambulances in the Coverage Area for Chuck wagon races

#### ADDITIONAL PROFESSIONAL REQUIREMENTS

Southern is a member in good standing of appropriate medical Professional associations including the American Ambulance Association and the Arkansas Ambulance Association

#### INSURANCE

Southern does carry all appropriate professional, employer, and vehicle insurance, and shall identify Van Buren County, Arkansas, and the Cities of Clinton, Fairfield Bay, Damascus, and Shirley, Arkansas, as also names insured parties with minimum limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate claim.

#### RADIO/DISPATCH COMMUNICATIONS

Southern will use as dispatch communications the Van Buren County 911 Dispatch and monitor with radio over internet in our dispatch center

#### CITY OF FAIRFIELD BAY

The City of Fairfield Bay Fire/Rescue is authorized to transport patients from Ozark Health Hospital that it has taken there for initial treatment. The City of Fairfield Bay Fire/Rescue is authorized to provide first responder services. The City of Fairfield Bay Fire/Rescue is authorized to provide BLS service, utilizing licensed ambulances and volunteers, on call from Southern, and when Southern is unavailable to provide services in a timely manner in the City of Fairfield Bay.

#### REPORTING REQUIREMENTS

The Contractor shall report contract compliance monthly with a verifiable audit trail and summarize yearly to the Oversight Board

Southern will provide quarterly reports to the Oversight Board which shall include the number of runs, response times, call type analysis, complaint record with resolution, and special activities.

Southern shall provide quarterly reports to the Oversight Board regarding transport response times from Ozark Health Medical Center. Transport response times shall be measured

from the time the transport request is made by the hospital to the time an ambulance arrives at the hospital.

#### OTHER REQUIREMENTS

Southern will provide a minimum of four (4) hours of training to first responders from the coverage area quarterly.

Southern will provide a reasonable number of various programs of public education in forms of presentations to private and public organizations and civic groups, participate in public and school events, unless prohibited from doing so due to being engaged in providing emergency and medically necessary non-emergency services elsewhere. These requirements are intended to promote the health, safety, and welfare of the population by soliciting memberships, providing education on such subjects as CPR, being available onsite during public competitions, child safety, child vehicle seat restraints, and safety practices, and any other program the stated purpose of which is to promote any training of life saving techniques and practices.

Southern will work with local physicians, Ozark Health Medical Center and its professional staff and other necessary persons or entities to discuss, improve, and follow appropriate medical protocols, patient care, emergency response practices, and any other improvement of overall public health and safety.

Southern's compliance with this provision shall be reviewed at the discretion of the Oversight Board

#### TERMINATION

This contract shall be terminable for cause after ninety (90) days' notice by either party to the other party and by filing a request to terminate this contract with the County Clerk of Van Buren County, Arkansas.

#### SOLVENCY OF CONTRACTOR

It is an express condition of this contract that Southern shall remain financially solvent based upon its overall operations. Insolvency of Southern shall constitute a breach of Southern's obligations under this contract and shall be good cause to cancel the Contract by the Owner.

#### PERFORMANCE BOND

As a guarantee of the faithful performance of this Contract, Southern shall furnish a bond, with sufficient sureties, to Van Buren County, as agent for Owner in an amount no less than \$25,000 as liquidated damages for the potential loss to Owner in the event of Southern's breach or default under the terms of this Contract as determined by the Oversight Board. The performance bond may be in cash, bond, irrevocable letter of credit, or certificate of deposit with sufficient sureties. A letter of credit must be automatically renewable without amendment for the term of the contract.

Upon Oversight Board's determination of breach or default, Owner shall be entitled to use the proceeds to mitigate the loss of ambulance services in the coverage area, as Oversight Board shall deem appropriate, without further notice to Contractor.

## EXCLUSIVITY OF CONTRACT

This contract shall be a grant of an exclusive franchise by the Owner to Southern for the entire term of the Contract. Engagement of the Owner of another Ambulance Business shall be good cause to cancel the Contract by Southern.

## INCORPORATION

All specifications, drawings, technical information, the RFP, the proposal, award and similar items referred to or attached or which are the basis for the contract are deemed incorporated by reference as if set out fully in the RFP.

## ALTERATIONS OR AMENDMENTS

No alterations, amendments, changes, modification, or additions to the contract shall be binding on the Owner without prior written approval of the Owner.

## ASSIGNMENT

Southern will not assign or sub-contract the contract, its obligations, or rights hereunder to any party, company, partnership, incorporation or person.

## WARRANT

Southern warrants to the Owner that all services rendered shall conform to the specifications, proposal or other descriptions furnished or incorporated by reference. Contractor extends to the Owner all warranties allowed under Arkansas state law.

## REMEDIES

The Owner shall have rights and remedies afforded under Arkansas law in contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential, and compensatory damages, and reasonable attorney's fees.

## ORDER OF PRECEDENCE

In the event of inconsistent or conflicting provision of the contract and referenced documents, the following descending order of precedence shall prevail: (1) Item Description, (2) Request for Proposal, (3) Proposal, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications.

## SEVERABILITY

In any provision of Southern is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

## GOVERNING LAW

The laws of the State of Arkansas shall govern the contract, and all obligations of the parties are to be performed in Van Buren County, Arkansas. The Circuit Court of Van Buren County, Arkansas shall have exclusive and concurrent jurisdiction of any disputes that arise under the contract.

## DEFAULT

If Southern fails to perform or comply with any provision of the Contract or the terms or conditions of any documents referenced and made a part hereof, the Owner may terminate the contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. The Owner expressly retains all its rights and remedies provided by law in case of such breach, and no action by the Owner shall constitute a waiver of any such rights or remedies. In the event of termination for default, the Owner reserves the right to purchase its requirements elsewhere, with or without competitive proposals.

## COMPLIANCE WITH ALL LAWS

Southern is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statues, ordinances, and all regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive order issued regarding this work and shall obtain all necessary permits.

## INDEMNIFICATION AND HOLD HARMLESS

Southern shall indemnify, defend, save and hold harmless the Owner, its officers, members and agents from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the contract by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Southern, its subcontractors, suppliers, agents or employees.

## RIGHT TO INSPECT

The Owner or its designees, reserve the right to make periodic inspections regarding the manner and means in which the services are performed.

## NODISCRIMINATION AND NON-CONFLICT STATEMENT

Southern agrees that no person on the grounds of handicap, age, race, color, religion, sex, sexual orientation, or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of the contract, or in the employment practices Southern. Southern shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicant notices of nondiscrimination. Contractor covenants that it complies With the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Southern covenants that it does not engage in any illegal employment practices.

Southern covenants that it has no public or private interest and shall not acquire Directly or indirectly any interest that would conflict in any manner with the provision of its goods or performance of its services. Southern warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer, member or employee of the Owner as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Southern in connection with any goods provided or work



contemplated or performed relative to the Contract.

#### BOOKS AND RECORDS

Southern shall maintain all books, documents, accounting records (these include all Vehicle and Equipment Maintenance Records, Employee training records and employee license records) and other evidence pertaining to the services provided under the contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under the contract period for inspection by Owner or by any other governmental entity or agency participating in the funding of the contract, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents and accounting records that represent the Contractor's cost of acquiring or delivering the services governed by the contract.

#### Proposal

Southern Paramedic Services has the resources, experience, and ability to provide Van Buren County with quality, professional ambulance service with \$500,000 yearly subsidy paid in quarterly payments in exchange for the exclusive rights to provide emergency and non-emergency medical transportation services in the County for the first three years and years 4-5 the amount would be \$600,000. Further, Southern Paramedic Services agrees to comply with all specifications as presented in joint bid proposal as published by Van Buren County and the Cities of Van Buren County Arkansas. This includes three ALS ambulances each staffed (24) hours per day and the BLS day truck.

#### Company Description

Southern Paramedic, Inc. is an Arkansas chapter "C" corporation formed in 1993 that provides cost-effective, high-quality ground ambulance services throughout Arkansas. The company's ground operation currently responds to more than 7,000 annual calls and covers more than 1,500 square miles. In addition, our sister company (Southern Care, Inc.) responds to an additional 3,000 calls annually while covering 1,200 square miles. In addition to local emergency and non-emergency transportation, Southern Paramedic provides ground-based long-distance transfers at the ALS and BLS level. The Southern Paramedic ambulance program serves the residents of Arkansas, Lonoke, Monroe, Prairie, and Carroll Counties, while Southern Care covers Cross and Lonoke Counties. Southern Paramedic has the resources, experience, and ability to provide the County with full and complete services as stated in the request for proposal

#### MEMBERSHIPS / AFFILIATIONS

Arkansas Ambulance Association (Member)

Chamber Commerce (All communities)

Better Business Bureau (AR)

America Ambulance Association (Member)

Catalyst Insurance LTD (Board Member)