

CONTRACT TO PROVIDE AMBULANCE SERVICE IN VAN BUREN COUNTY, ARKANSAS

THIS AGREEMENT, made and entered into this 14th day of November, 2022, by and between Survival Flight EMS, LLC, hereinafter called the "Contractor" and Van Buren County and the Cities of Clinton, Damascus, Fairfield Bay, and Shirley, Arkansas, hereinafter collectively called the "Owner".

In consideration of the mutual premises and agreements contained herein, the undersigned Contractor and Owner agree as follows:

Section 1. DEFINITIONS

Words and abbreviations that have well known technical or trade meanings are used in this Contract in accordance with such meanings. The following terms shall have the meanings given below:

Ambulance: means any motor vehicle that is constructed or equipped for and intended to be used for transportation of a person because of a medical reason including but not limited to an injury, illness, disability, or other medically related reason.

Ambulance Business: means any for profit or non-profit business entity or person engaged in the business of the transportation of persons for medical reasons.

Operation: means the receiving, picking up, or embarking from within the coverage area of a sick or injured person, or for other reason indicating the need to obtain emergency or non-emergency medical treatment, any person for transportation to any other point wherever located including any health care facility.

Coverage Area: means rural/unincorporated Van Buren County, Arkansas, and the territory within the Cities of Clinton, Fairfield Bay, Damascus, and Shirley, Arkansas. The coverage area is inclusive of those areas currently operating, or authorized to operate, basic life support ambulance services within the county at Chimes, Arkansas Fire District

Emergency medical technician present, as is appropriate and as is consistent with applicable medical protocols.

3.2. The Contractor shall retain and identify a licensed Arkansas physician that serves as the entity's Medical Director.

3.3. The Contractor shall ensure that all equipment and personnel are properly certified in accordance with the laws of the State of Arkansas, and the Section of EMS, ARDH. 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.

3.4. The Contractor shall maintain copies with 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.

Section 4. 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.

Section 5. AMBULANCE OVERSIGHT BOARD

There is hereby created an Ambulance Oversight Board (AOB) whose membership shall consist of two representatives appointed by the CEO of Ozark Health Medical Center, a licensed physician residing in Van Buren County, appointed by the

Section 8. RATES

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. The Contractor shall submit to the Owner a proposed initial rate structure and operational performance that will be reviewed not less than annually and more frequently as the Contractor and the Owner deem advisable. The Contractor shall cooperate with any qualified financial examiner or auditor appointed by the Owner to examine the books and records of the Contractor to ensure that the rates being charged are justified, fair, and reasonable. In the event the Contractor 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 Owner may revoke the contract. If the Contractor is removed for failure to adhere to this clause, the Contractor shall be ineligible to apply in the subsequent process to contract for ambulance/EMS services with the Owner.

In the event a rate structure must be changed due to changes in the market as described above, the Contractor shall 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, the Owner shall approve the adjusted rate structure. This process shall not be required in the event the Contractor submits opinions of a CPA in support of the requested rate change.

Section 9. MEMBERSHIPS

Contractor may 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

ARDH, and in accordance with or exceeding applicable standards recognized by relevant professional associations.

- 10.4 Each on duty ALS ambulance shall be staffed at all times 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.
- 10.5 In addition to the above requirements, the Contractor 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.
- 10.6 The Contractor shall equip each ambulance with operational Global Positioning Satellite Navigation Devices.
- 10.7 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.

- 15.2 The Contractor shall provide quarterly reports to the AOB which shall include the number of runs, response times, call type analysis, complaint record with resolution, and special activities.
- 15.3 The Contractor shall provide quarterly reports to the AOB 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.

Section 16. OTHER REQUIREMENTS

- 16.1 The Contractor shall provide a minimum of four (4) hours of training to first responders from the coverage area quarterly.
- 16.2 The Contractor shall be required to 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 on-site 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.
- 16.3 The Contractor shall also 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.
- 16.4 Contractor's compliance with this provision shall be reviewed at the discretion of the AOB.

Section 21. 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.

Section 22. 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.

Section 23. ASSIGNMENT

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

Section 24. WARRANT

Contractor 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.

Section 25. 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.

Section 26. 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.

or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.

Section 32. 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.

Section 33. NODISCRIMINATION AND NON-CONFLICT STATEMENT

Contractor 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 of Contractor. Contractor 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. Contractor covenants that it does not engage in any illegal employment practices.


Contractor 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. Contractor 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 Contractor in connection with any goods provided or work contemplated or performed relative to the Contract.

Section 34. BOOKS AND RECORDS

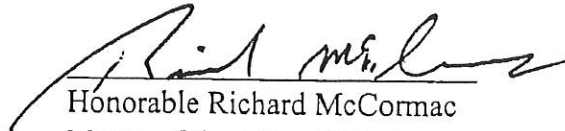
Contractor shall maintain all books, documents, accounting records (these include all Vehicle and Equipment Maintenance Records, Employee training records and employee license records) and other evidence pertaining to the services provided under the contract and make such materials available at it offices at all reasonable times during

This Contract and All Terms and Conditions Contained Herein Are Approved and Accepted as of the Date First Above Written.

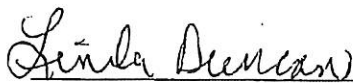
Attest:




Honorable Dale James
Van Buren County Judge




Honorable Richard McCormac
Mayor of the City of Clinton




Honorable Linda Duncan
Mayor of the City of Fairfield Bay



Honorable T. J. Jones
Mayor of the City of Damascus



Honorable Lisa Hackett
Mayor of the City of Shirley



Shaine Keaster,
Survival Flight, EMS, LLC

Attest:

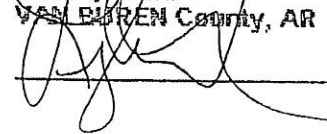



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I certify that this instrument was
filed on 12/29/2022 10:08 AM
and recorded in
MISCELLANEOUS Book 2022
PAM/BRADFORD
County Clerk
VAN BUREN County, AR

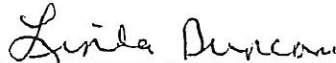


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BOOK 2022
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Board, also known as the Fairfield Bay EMS Board, unanimously approved its Resolution in November 2022.


2. The City Council hereby RATIFIES, CONFIRMS, ADOPTS, AND APPROVES the Resolution of the Fairfield Bay Public Facilities Board, also known as the Fairfield Bay EMS Board, which approves the Van Buren County Ambulance Contract with Survival Flight, Inc., as approved by the Van Buren County Ambulance Committee on October 12, 2022, without opposition, and which agreement is scheduled to begin on or before January 1, 2023, and end on or about December 31, 2027. Ark. Code Ann. Section 14-266-105 and 14-266-107.
3. The City Council further AUTHORIZES THE MAYOR to take any and all steps necessary for the City to participate in the Van Buren County Ambulance Contract with Survival Flight, Inc., for the duration of the County Contract, including executing the County Contract for and on behalf of the City of Fairfield Bay, Arkansas, thereby agreeing to its terms. Ark. Code Ann. Sections 14-266-105, -107. The City Council hereby RATIFIES, CONFIRMS, AND APPROVES any and all previous actions of the Mayor concerning the Van Buren County Ambulance Contract with Survival Flight, Inc., which is scheduled to take effect on or before January 1, 2023.
4. The Mayor is hereby authorized to take any and all steps necessary to put this Resolution into full force and effect, immediately from and after its passage. The Mayor and the Recorder-Treasurer are directed to deliver, forthwith, to the County Judge for Van Buren County, a certified copy of this Resolution, along with a certified copy of the Resolution of the Fairfield Bay Public Facilities Board (also known as the Fairfield Bay EMS Board), as passed by the EMS Board at the regular meeting held in November 2022.
5. This Resolution shall be effective immediately upon its passage by the City Council.

IT IS SO RESOLVED AND APPROVED by the City Council for the City of Fairfield Bay, Arkansas, at its regular meeting on this 12th day of December, 2022.



Linda Duncan, Mayor

Attest, a true and correct copy:



Rose O. Ostronic Owen
Recorder-Treasurer, City of Fairfield Bay

Prepared by:
A.J. Kelly
Kelly Law Firm, PLC
PO Box 251570
Little Rock, AR 72225-1570
Rev: 12/10/22

WHEREAS, the City Council fully discussed these issues at its regularly-scheduled work session on October 31, 2022, and unanimously approved a similar Resolution at its regular meeting on November 14, 2022;

NOW, THEREFORE, BE IT RESOLVED BY THE FAIRFIELD BAY PUBLIC FACILITIES BOARD, ALSO KNOWN AS THE FAIRFIELD BAY EMS BOARD, FOR AND ON BEHALF OF THE CITY OF FAIRFIELD BAY, ARKANSAS:

1. The FAIRFIELD BAY PUBLIC FACILITIES BOARD (Fairfield Bay EMS Board) has reviewed the proposed Van Buren County Ambulance Contract with Survival Flight, Inc., for a five-year term, and participated (with the City) in the public discussions in preparation for the bid specifications, solicitation of bids, and review of bid proposals received from three entities, including Survival Flight, Inc., pursuant to Arkansas Code Annotated Section 14-266-101, and following.
2. The Fairfield Bay Public Facilities Board, also known as the Fairfield Bay EMS Board, hereby RATIFIES, CONFIRMS, ADOPTS, AND APPROVES the Van Buren County Ambulance Contract with Survival Flight, Inc., as approved by the Van Buren County Ambulance Committee on October 12, 2022, without opposition, and which agreement is scheduled to begin on or before January 1, 2023, and end on or about December 31, 2027. Ark. Code Ann. Section 14-266-105 and 14-266-107.
3. The Fairfield Bay Public Facilities Board, also known as the Fairfield Bay EMS Board, finds and concludes that the Van Buren County Ambulance Contract with Survival Flight, Inc., is consistent with the City's obligations, based upon the provisions in the Van Buren County Ambulance Contract made at the request of various members of the Van Buren County Ambulance Committee during the course of review prior to soliciting bids, and consistent with current practice.
4. The Fairfield Bay Public Facilities Board, also known as the Fairfield Bay EMS Board, further AUTHORIZES THE MAYOR to take any and all steps necessary for the City to participate in the Van Buren County Ambulance Contract with Survival Flight, Inc., for the duration of the County Contract, including executing the County Contract for and on behalf of the City of Fairfield Bay, Arkansas, and for and on behalf of the Fairfield Bay Public Facilities Board, also known as the Fairfield Bay EMS Board, thereby agreeing to its terms. Ark. Code Ann. Sections 14-266-105, -107. (At least)
5. The Mayor is hereby authorized to take any and all steps necessary to put this Resolution into full force and effect, immediately from and after its passage. The Fairfield Bay Public Facilities Board, also known as the Fairfield Bay EMS Board, further RATIFIES, CONFIRMS, AND APPROVES all actions of the Mayor, and the City Council, taken prior to this date, concerning City of Fairfield Bay participation in the Van Buren County Ambulance Contract with Survival Flight, Inc. for a five-year term.