

ORDINANCE NO. 41 OF 2025

AN ORDINANCE EXTENDING PAFFORD MEDICAL SERVICES, INC.'S, EXCLUSIVE FRANCHISE TO OPERATE AN AMBULANCE SERVICE WITHIN THE CITY OF BENTON, ARKANSAS; AND FOR OTHER PURPOSES

WHEREAS, the City Council of the City of Benton, Arkansas, has a duty to protect the health, safety, and welfare of the inhabitants of the City of Benton, Arkansas; and

WHEREAS, the City desires to provide an affordable and reliable ambulance service that is within the scope of the City Council's authority to protect the health, safety, and welfare of the inhabitants of the City of Benton, Arkansas; and

WHEREAS, in Ordinance No. 27 of 2023, the City and Pafford Medical Services, Inc. ("Pafford"), entered into an agreement for an exclusive ambulance franchise within the city; and

WHEREAS, the City and Pafford desire to extend exclusive ambulance franchise within the city and enter into a Second Amended Ambulance Service Agreement ("Agreement") as contained herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BENTON, ARKANSAS:

SECTION 1: Definition. "Ambulance service" as used in this instrument shall mean the transportation of and the emergency medical care provided to the critically ill or injured prior to arrival at a medical facility and within a medical facility subject to the individual approval of the medical staff and governing ward of that facility, and further, the transport to or from medical facilities including, but not limited to, hospitals, nursing homes, physician's offices, and other healthcare facilities of persons who are infirm or injured and who are transported in a reclining position or who are ill but considered to be non-emergency in status and who request ambulance transportation.

SECTION 2: That there is hereby granted to Pafford, an ambulance provider organized under the laws of the State of Arkansas and licensed by the Department of Health, the exclusive privilege of operating and maintaining an emergency and non-emergency ambulance service within the City of Benton, Arkansas, for a period ending pursuant to the terms of the Agreement attached hereto as Exhibit 1 and incorporated herein as though stated word for word.

SECTION 3: Pafford is hereby granted the exclusive right and privilege to operate an emergency and non-emergency ambulance service in and through and over all roads, streets, avenues, alleys, sidewalks, and public grounds of the City of Benton, Arkansas, and is hereby granted the right of ingress and egress thereon for the purposes aforesaid during the term of Agreement. It is hereby expressly provided, however, that the rights and privileges of this Ordinance granted to Pafford shall not be assigned to other persons, Firms, or Corporations, whether publicly, privately, or otherwise owned and operated, without the prior approval of the City Council of the City of Benton, Arkansas, by Resolution or Ordinance for that purpose.

SECTION 4: Pafford shall at all times during the term of this Agreement keep, operate, and maintain an efficient and properly-equipped ambulance service, together with the proper and sufficient equipment to operate in accordance with the terms of all ordinances, statutes, federal regulations, and other applicable laws or regulations now in effect and as subsequently amended unless prevented by Act of God, public enemy strikes, processes of Court or other causes beyond the control of Pafford.

SECTION 5: Pafford shall, at all times during the terms of this Agreement, furnish emergency and non-emergency ambulance services to inhabitants of the City of Benton, Arkansas. The ambulance service shall have the right and privilege to establish the rates of said services and to raise or lower the rates in its sole and absolute discretion. Additionally, Pafford may assess additional fees as necessary for services applied to supplement the standard services, such as emergency medication and use of emergency medical equipment considered non-routine. Pafford may make and enforce all such proper rules as to the collection of all charges and delinquent bills as it may deem necessary.

SECTION 6: Provisions of this Ordinance and Agreement provided herein shall become effective when accepted in writing by Pafford, whereupon said Agreement shall be deemed to be in full force and effect. The Mayor and the City Clerk of the City of Benton, Arkansas, are hereby authorized and directed to enter into a Agreement in conformity with this Ordinance. Pafford shall comply with all provisions of said Agreement, this Ordinance, and any other Ordinance of the City of Benton found to be applicable or any statute, Federal Law, or regulation pertaining to ambulance service.

SECTION 7: If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance

are hereby declared to be servable.

SECTION 8: All City of Benton Ordinances, Resolutions, Regulations, and parts thereof, in conflict herewith are hereby repealed to the extent of such conflict.

PASSED AND APPROVED this ____ day of August, 2025.

Tom Farmer, Mayor

Cindy Stracener, City Clerk

SECOND AMENDED AMBULANCE SERVICE AGREEMENT

THIS SECOND AMENDED AMBULANCE SERVICE AGREEMENT (hereinafter “Amended Agreement”) made and entered into this ____ day of _____, 2025 by and between the Arkansas Cities of Alexander, Bauxite, Benton, Bryant, Haskell, Shannon Hills, Traskwood and Saline County, Arkansas (hereinafter the “Saline County Governing Board” or “Saline County EMS Board) and Pafford Medical Services, Inc., an Arkansas corporation (hereinafter “Pafford”), (hereinafter collectively “the Parties”), to-wit:

WHEREAS, the need for ambulance service is obvious and virtually affects the entire population of Saline County, Arkansas;

WHEREAS, after due deliberation and investigation, it has been determined that in order to provide continuous future ambulance service for Saline County, Arkansas, it would be in the best interests of all concerned to have said Agreement negotiated now;

WHEREAS, an interlocal cooperation agreement (“Interlocal Agreement”) was entered into by and between the County Court of Saline County, acting through the County Judge, and the cities of Alexander, Bauxite, Benton, Bryant, Haskell, Shannon Hills and Traskwood, Arkansas (the “Saline County Governments”), acting through their Mayors, pursuant to Arkansas Code Annotated §§ 14-266-101 et seq. and Ark. Code Ann. § 14-14-910 (the “Governing Law”), after ordinances were passed by the legislative bodies of the Saline County Governments;

WHEREAS, the Interlocal Agreement authorized combining efforts for the purpose of procuring emergency medical services through a franchise agreement, to better provide for the health, safety and welfare of the citizens of Saline County;

WHEREAS, the Interlocal Agreement stated that the areas served would include, but not be limited to, the unincorporated areas of Saline County, Arkansas, and the incorporated areas of Alexander, Bauxite, Benton, Bryant, Haskell, and Traskwood, Arkansas, excluding Hot Springs Village (“Franchise Area”);

WHEREAS, as contemplated by Ark. Code Ann. § 14-14-910, the Saline County Governments created the Saline County EMS Governing Board, consisting of the Saline County Judge, Mayor of the City of Alexander, Mayor of the City of Bauxite, Mayor of the City of Benton, Mayor of the City of Bryant, Mayor of the City of Haskell, and the Mayor of the City of Traskwood;

WHEREAS, on March 1, 2022, the Saline County EMS Governing Board voted to include Shannon Hills as a member of the EMS County Governing Board, and to amend the Ambulance Service Agreement to reflect Shannon Hills inclusion, as contemplated by the Interlocal Agreement, and the First Amended Ambulance Service Agreement resulted; and

WHEREAS, the Saline County EMS Governing Board subsequently voted to once again amend the parties’ responsibilities and repeal the use of the Saline Emergency Communications for ambulance dispatch services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other valuable consideration, the receipt and sufficiency are hereby acknowledged, the Saline County Governing Board and Pafford agree as follows:

1. THE SERVICES:

- a) Pafford is hereby granted an exclusive contract for emergency medical services during the term of this Amended Agreement in accordance with the proposals and agreements herein set forth and that Pafford will duly perform all obligations required of it hereunder. Pafford will be the sole ambulance provider by any and all modes of transportation within the Franchise Area.

2. AUTHORITY OF THE PARTIES:

- a) As set forth in Exhibit “A,” the Saline County Governing Board, on its part, hereby certifies that all necessary orders have been or will be made and entered, in order to effectuate and make this Amended Agreement valid insofar as the Saline County Governing Board is concerned.
- b) Pafford is incorporated under the laws of the state of Arkansas. Principal officers of Pafford are Jamie Pafford-Gresham—President and Ben Gresham—Vice President, who will be responsible for the operation of the ambulance service.

3. TERM AND TERMINATION:

- a) TERM: This contract shall commence on February 1, 2022 for Saline County, Alexander, Bauxite, Benton, Haskell, and Traskwood. Shannon Hills’s service will begin upon final execution of this Amended Agreement. Bryant’s service will commence on May 29, 2022, unless Bryant is able to terminate their existing contract for emergency medical services, in which case, after notice to Pafford, Bryant’s service will commence. Unless terminated as set forth herein, this contract shall end on February 1, 2025. Extensions of this contract are permitted, as set forth below.
 - i The standard contract period takes into consideration that a high-performance emergency medical services provider must simultaneously achieve clinical excellence, response-time reliability, economic efficiency, and customer satisfaction. After the initial period the contract will automatically renew for successive three-year periods unless acted upon herein.
- b) EMERGENCY: If it is determined by the Saline County EMS Board that an emergency situation has occurred whereby emergency medical services are not being provided within the Franchise Area, under agreements not contemplated by this Amended Agreement, the Saline County EMS Board may notify Pafford of the need for emergency medical services to begin before the term of this Amended Agreement.
- c) SALINE COUNTY TERMINATION: This Amended Agreement may be terminated at any time by the Saline County Governing Board upon the occurrence of any one of the following events:
 - i Any breach of a material term of this Amended Agreement by Pafford, which Pafford has failed to correct within thirty (30) days of receiving written notice by the Saline County EMS Board.
 - ii The loss by Pafford of any license required to operate the ambulance service contemplated by this Amended Agreement.

- iii The loss or suspension of any insurance coverage required herein to be maintained by Pafford; or
 - iv If there shall be filed by or against Pafford any petition seeking the appointment of a receiver or trustee for any of the property of Pafford for any relief under the bankruptcy laws of the United States of America or any jurisdiction now or hereafter in effect or under any insolvency, readjustment or debt dissolution, or liquidation law or statute of any jurisdiction now or hereafter in effect (whether at law or equity).
- d) PAFFORD TERMINATION: This Amended Agreement may be terminated at any time by Pafford upon the following event:
 - i Any breach of a material term of this Amended Agreement by the Saline County Governing Board, which the Saline County Governing Board has failed to correct within thirty (30) days of receiving written notice from Pafford.
- e) MUTUAL TERMINATION: This Amended Agreement may be terminated without cause by either party by giving 120 days' written notice to the other party of such intention to terminate.
- f) WAIVER: The waiver of a breach by either party of any provision of this Amended Agreement shall not operate or be construed as a waiver of any subsequent breach by either party of the same or any other provision. No waiver shall be valid unless in writing and signed by an authorized officer of the respective party waiving the breach.
- g) FORCE MAJEURE. Neither party shall be liable to the other party, nor be deemed to have defaulted under or breached this Amended Agreement, for any failure or delay in fulfilling or performing any term of this Amended Agreement when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including, but not limited to the following:
 - i Acts of God;
 - ii A natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic;
 - iii War, invasion, hostilities, (whether war is declared or not), terrorist threats or acts, riot, or some other civil unrest;
 - iv Actions, embargoes or blockades in effect on or after the date of this Amended Agreement;
 - v National or regional emergency;
 - vi Strikes, labor stoppages or slowdowns or other industrial disturbances; and
 - vii Shortage of adequate power or transportation facilities.

The impacted party shall give notice within fifteen (15) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.

4. PAFFORD OBLIGATIONS:

- a) The following are the specific obligations of Pafford under this Amended Agreement:
 - i An exclusive telephone line will be installed and maintained by Pafford, and two-way radio communications will be installed and maintained by Pafford in each vehicle

and at the base of operation. The ambulance service will participate in all overall City and County wide communications plans.

- ii Pafford will provide competent and efficient ambulance service within the Franchise Area, and will not discriminate against any person, firm, or corporation by unduly favoring others. Each call will be answered, regardless of the person's ability to pay, and service will be provided to the nearest, most appropriate hospital.
 - iii Pafford will set ambulance rates annually and make the same publicly available.
 - iv Pafford will make available annual ambulance memberships to the residents of Franchise Area to assist in offsetting the cost of ambulance services.
 - v Pafford will provide and maintain fully equipped and licensed ambulances which comply with the requirements of the Arkansas State Department of Health and the State of Arkansas, as set forth in Exhibit "A". The units will be staffed, consistent with their Request for Proposal ("RFP") response, using their best business judgment.
 - vi Pafford will work closely with City, County, and State law enforcement officers, all hospital and nursing home personnel, doctors, City and County officials, etc., and will take all reasonable and appropriate steps to project a very favorable image for the County, including vehicles, equipment, personnel.
- b) ADMINISTRATIVE, SUPERVISORY, AND SUPPORT STAFF: Pafford will provide, at a minimum, the following:
- i **Operations Manager (1 FTE)**
 - 1. Responsible for the administration & operation of this Amended Agreement
 - ii **EMS Supervisor on Duty 24/7 in response capable unit (3 FTE)**
 - 1. Responsible for daily operations, on-scene supervision, and coordination
- c) EMS STATIONS: Pafford will operate five (5) EMS stations and three (3) posting stations in Saline County, with the locations determined, consistent with Pafford's RFP response and interview, using Pafford's best business judgment.
- d) INDEMNIFICATION: Pafford will be solely and exclusively responsible for all bills, accounts, notes, etc., incurred by the ambulance service, and Pafford will indemnify and hold harmless the Saline County Governing Board, and the Saline County Governments, including their elected officials and employees, of any and all debts, liabilities, or obligations incurred by Pafford.
- e) INSURANCE: Pafford will carry the following insurance, as set forth in the RFP:
- i **Commercial liability insurance**
 - 1. Including but not limited to, bodily injury, property damage, and personal injury, with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence, and annual aggregate. Coverage shall be on "an occurrence basis" and the policy shall include broad form property damage coverage, and contracted liability and fire legal liability of not less than Two Million Dollars (\$2,000,000.00) per occurrence;

ii **Professional Medical Liability**

1. Including errors and omissions with minimum limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence, and an aggregate limit of not less than Five Million Dollars (\$5,000,000.00);

iii **Automobile Liability**

1. Including a Two Million Dollars (\$2,000,000.00) combined single limit for bodily injury and property damage per occurrence; and

iv **Workers' Compensation**

1. Including coverage and policy in compliance with the Arkansas Insurance Department the policy must have a minimum of One Million Dollars (\$1,000,000.00).

- f) ARKANSAS WIRELESS INFORMATION NETWORK (AWIN): Pafford will ensure that their operations are integrated with the AWIN in Saline County. Pafford will provide their own AWIN Talk Group.
 - g) MEDICAL DIRECTOR: In order to facilitate first responder operations and improve service to patients, Pafford's medical director shall provide medical direction to county fire districts and departments who wish to participate. Nothing in this Amended Agreement, however, shall preclude the medical director from prohibiting any particular individual or individuals from operating under his or her direction.
5. SALINE COUNTY GOVERNING BOARD OBLIGATIONS:
- a) The Saline County Governing Board will undertake all reasonable efforts to assist Pafford in obtaining any Federal, State, or Local funds to enable Pafford in their efforts to provide emergency medical services in the Franchise Area.
6. COMPLIANCE WITH LAWS: Pafford will operate according to all State and Federal directives, orders, regulations, laws and requirements.
- a) Such laws will include Federal Wage and Hour Laws, the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, and Occupational Safety Health Administration laws.
 - b) Pafford will meet all applicable City and County requirements and policies for the operation of emergency vehicles within the Franchise Area, and the State of Arkansas. All State and Federal licenses and permits will be obtained by Pafford as required.
 - c) All vehicles will meet or exceed all State and Federal requirements now in effect or hereafter adopted.
 - d) Saline County Governing Board contracts and documents prepared while performing contractual work on behalf of the Saline County Governing Board are subject to the Arkansas Freedom of Information Act ("FOIA"), located at Ark. Code Ann. § 25-19-101 et seq. If a FOIA request is presented to the Saline County Governing Board, Pafford will do everything possible to provide the documents in a prompt and timely manner as prescribed in the FOIA.

Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

- i **CONFIDENTIALITY:** Except as otherwise provided by Arkansas law, the Parties acknowledge that the Parties may have confidential information as it pertains to the Services contemplated by this Amended Agreement. Each party agrees to protect the confidentiality of such information to the fullest extent possible and refrain from distributing or otherwise disseminating any such information regarding the other party, whether such information is obtained during the duration of this Amended Agreement or during any negotiations thereof, to any person, agency, business or other entity, public or private, except in the following circumstances:
 - 1. To State or Federal regulatory health oversight agencies when required by such agency;
 - 2. To the extent necessary to comply with any law, rule, or regulation or the valid order of any government agency or any court of competent jurisdiction;
 - 3. To an insurance agent to the extent necessary to obtain appropriate insurance; and,
 - 4. As may be necessary to enforce any rights and perform any obligations under this Amended Agreement.
- e) **No Sanction:** During the term of this Amended Agreement, Pafford shall not be excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. § 1320a-7b or have been convicted of a criminal offense related to the provision of health care items or services but not yet excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs or Federal contracting.
- f) The Saline County Governing Board reserves the privilege of auditing Pafford's records for the purposes of compliance with the laws referenced in this Section.

7. **CHAIN OF COMMUNICATION, REPORTS, MEETINGS AND INQUIRY RESOLUTION:**

- a) **Chain of Communications:** Any communication regarding emergency medical services within the Franchise Area that occurs outside the monthly meeting, discussed in 7(b) are to be directed to the Saline County Office of Emergency Management ("OEM").
- b) **Monthly Reports:** Pafford shall prepare and provide the Saline County Governing Board a monthly audit report by the 15th of the month with all relevant information as determined by the Parties.
- c) **Meetings and Inquiry Resolutions:** The Saline County Judge, OEM Director, and Pafford will meet as necessary to discuss compliments, complaints, and other comments regarding the Services provided pursuant to this Amended Agreement. Other meeting may be requested by the Saline County EMS Board or Pafford. A mechanism will be created for the identification, investigation, and resolution of complaints regarding the Services provided by Pafford pursuant to this Amended Agreement.
 - i Any complaints received by City or County officials will be referred in writing to Jamie Pafford-Gresham, President of Pafford. Efforts will be made to address these complaints

within 10 business days. Emergency complaints shall be dealt with in an immediate manner.

8. RESPONSE TIMES:

- a) Pafford will maintain response times as set forth in Exhibit B, with the exception of unforeseeable events described in section 8(b) below. The response time shall be measured from the time that an ambulance is dispatched by SEC to the time that the first Pafford first response vehicle or transport ambulance unit arrives on scene.
- b) Exceptions to response time requirements are allowed for unforeseeable events which have the potential to delay ambulance response, including but not limited to the following:
 - i Delays caused by trains blocking roadways;
 - ii Extreme weather events such as tornadoes, ice storms, blizzards, floods, or other weather events;
 - iii Disaster or mass casualty events;
 - iv Any time when one call requires the response of two or more ambulances;
 - v Terrorist attacks or acts of war; and
 - vi Excessive unexpected call volume surge that could not be reasonably planned for in advance.
 - vii Unable to off load patients at receiving hospitals due to hospital emergency department saturation or internal hospital disaster, outside the control of the ambulance provider.

9. TRANSFER OF RIGHTS AND RESPONSIBILITIES:

- a) No assignment or subcontracting shall be allowed without prior written consent of the Saline County Governing Board. In the event of a corporate acquisition and/or merger, Pafford shall provide written notice to the Saline County Governing Board within thirty (30) calendar days of Pafford's notice of such action or upon the occurrence of said action, whichever occurs first. The right of the Saline County Governing Board to terminate, which shall not be unreasonably exercised, includes, but is not limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws.

10. INDEPENDENT CONTRACTOR STATUS

- a) Nothing in this Amended Agreement, express or implied, is intended to confer upon any person or entity other than the Saline County Governing Board and Pafford and the respective successors and assigns of such, any rights, remedies, obligations, or legal liabilities whatsoever.
- b) Nothing contained in this Amended Agreement shall be construed by the parties or by any third person to create the relationship of principal and agent, employer and employee, a partnership, or a joint venture between the Saline County Governing Board and Pafford.

11. NOTICES: Any notice required under this Amended Agreement shall be made by certified mail, return receipt requested, to the following addresses:

If to the Saline County Governing Board:
Matt Brumley, Saline County Judge
200 N. Main St., Ste. 117

If to Pafford:
Jamie Pafford-Gresham, CEO
PO Box 1120

12. GOVERNING LAW: This Amended Agreement shall be governed by the laws of the state of Arkansas and venue and jurisdiction for any action shall lie in the appropriate court in Saline County, Arkansas.
13. BINDING EFFECT (NO THIRD-PARTY RIGHTS): This Amended Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective hereto, and nothing in this Amended Agreement, whether express or implied, is intended to confer any right or remedy on any other person or entity.
14. CONSTRUCTION: The rules of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Amended Agreement. The language in this Amended Agreement are to be construed according to their traditional, accepted meaning.
15. SEVERABILITY: In case any one or more of the terms or provisions contained in this Amended Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Amended Agreement, and this Amended Agreement shall be construed so as to be enforceable to the maximum extent permissible by law.
16. ENTIRE AGREEMENT AND MODIFICATION:
 - a) This Amended Agreement, with its Exhibits, constitutes the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect.
 - b) This Amended Agreement may not be modified orally, or any other way except in writing signed by all parties to this Amended Agreement.
 - c) This Amended Agreement replaces the Agreement entered into by the Parties on August 30, 2021.
17. HEADING AND COUNTERPARTS: The headings to the various sections of this Amended Agreement have been inserted for convenience only and shall not modify, define, limit or expand express provisions of this Amended Agreement. This Amended Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
18. ACKNOWLEDGEMENTS AND CERTIFICATIONS: By affixing their respective signatures below, the Parties certify that they have read and understand each and every provision of this Amended Agreement. Each party further certifies that they have had the opportunity to review this Amended Agreement with an attorney of their choosing. Each party certifies that it possesses the authority to enter into this Amended Agreement, that it enters into this Amended Agreement “at arm’s length,” that any payments set forth herein are consistent with fair market value, and that neither party has been subject to duress or other undue influence by any party during the negotiation of this Amended Agreement. No improper or illegal remuneration, benefit or privilege has been conferred under this Amended Agreement or otherwise to induce the referral of patients by any party to any other party or an affiliated entity, or the purchasing, leasing, or ordering of any item or service. The execution and performance of this Amended Agreement by each party has been duly authorized by all necessary

laws, resolutions or corporate actions, and this Amended Agreement constitutes valid and enforceable obligations of each party in accordance with its terms.

19. RFP REQUIREMENTS: This Amended Agreement is entered into between parties in response to an RFP released by the Saline County Governing Board, and Pafford's RFP response (absent the appendices), copies of which are attached hereto as Exhibits "C & D." This Amended Agreement incorporates the requirements of that RFP to the extent not specifically stated herein and in the event of any conflict between the requirements as stated in the RFP and the terms of this Amended Agreement, the terms of this Amended Agreement shall be resolved in favor of the requirements stated in the Amended Agreement.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, this instrument is executed on the dates listed below, for and on behalf of the parties hereto by the duly authorized officer and members of the said parties.

Pafford Medical Services, Inc.

X _____
Name: _____
Title: _____

Dated: _____

Saline County

X _____
Name: _____
Title: _____

Dated: _____

City of Alexander

X _____
Name: _____
Title: _____

Dated: _____

City of Bauxite

X _____
Name: _____
Title: _____

Dated: _____

City of Benton

X _____
Name: _____
Title: _____

Dated: _____

City of Bryant

X _____
Name: _____
Title: _____

Dated: _____

City of Haskell

X _____

Name: _____

Title: _____

Dated: _____

City of Shannon Hills

X _____

Name: _____

Title: _____

Dated: _____

City of Traskwood

X _____

Name: _____

Title: _____

Dated: _____

EXHIBIT A

1. Pafford will maintain and staff a minimum of six (6) ambulances twenty-four hours a day, seven days a week. Of those, five (5) will be staffed at the Advanced Life Support Level, as set forth below:
 - a. 8 New Ambulances 2021 or 2022
 - i. 6 Type 1 (Paramedic-ALS)
 - ii. 2 Type 3 (BLS)
 - b. 2 Remounted Ambulances (Type 1 or 3) 2021 or 2022
 - i. Maintenance Spares
 - ii. Football Games, Special Events, Etc.
 - c. 2 ALS Capable Response Vehicles 2021 or 2022
 - i. Ford F-250 Truck
 - ii. Ford Explorer
 - d. 1 Ambulance from existing Pafford fleet for a maintenance spare
 - e. 1 Disaster Response/Firefighter Rehab Trailer
2. Pafford will provide eight (8) ambulances during daytime peak hours and six (6) ambulances during non-peak hours.
3. The units will be based or staged as follows:

| Unit Deployment | | | | | |
|-----------------|--------------------------|--------------------------|-----------------------------|--------------------------|--------------------------------------|
| | ALS Ambulance 24 Hour | BLS Ambulance 24 Hour | ALS Ambulance Peak Hours | BLS Ambulance 12 Hour | Shift Supervisor Response Vehicle |
| City of Bryant | 2 | | | | |
| City of Benton | 2 | 1 | | 1 | |
| East End | 1 | | | | |
| Post/Float | | | 1 | | 1 |

EXHIBIT B

For all emergency dispatch response requests, Pafford will place a transport capable ambulance or quick response vehicle, staffed by a licensed paramedic, and will achieve the following designated response times on average for all requests on a monthly basis, subject to the exceptions listed in section eight (8) of the Second Amended Agreement.

Level I – Benton and Bryant

| | | | |
|--------------|-----------------------|----------------------------------|------------|
| Emergency | 8 minutes 59 Seconds | Hospital Transfer (emergent) | 30 minutes |
| Non-Emergent | 11 minutes 59 Seconds | Hospital Transfer (non-emergent) | 60 minutes |

Level II - East End

| | |
|--------------|-----------------------|
| Emergency | 11 minutes 59 Seconds |
| Non-Emergent | 14 minutes 59 Seconds |

Level III - County Area: Haskell, Turtle Creek, Lonsdale, Salem (South of Steelbridge), Collegeville, Shannon Hills, Alexander, Northeast, Sardis, Shaw, Bauxite

| | |
|--------------|-----------------------|
| Emergency | 14 minutes 59 Seconds |
| Non-Emergent | 19 minutes 59 Seconds |

Level IV - Ultra-Rural County Area: West Pulaski, Paron, Crows, Lake Norrell, Traskwood , and Salem (North of Steel Bridge Road)

Emergency 24 minutes 59 Seconds

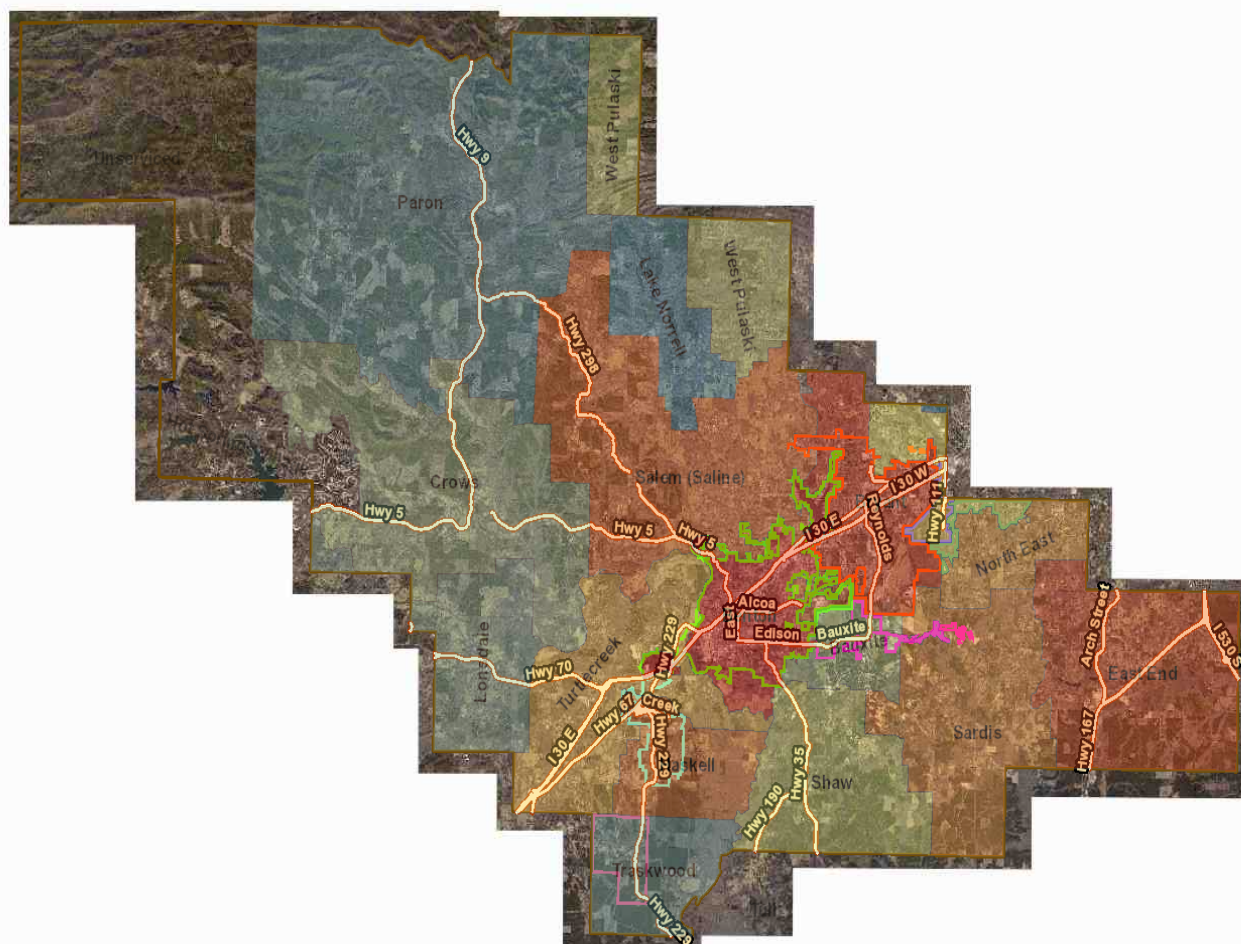


EXHIBIT C

The Saline County EMS Board RFP

Emergency Medical Services

Section A: General Terms & Conditions

1. SUBMISSION OF A PROPOSAL:

- A. A written narrative describing the method or manner in which the Respondent proposes to satisfy requirements of this Request for Proposal (“RFP”).
- B. A description of the Respondent’s experience in providing the same or similar services as outlined in the RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFP.
- C. Statement should be no more than twenty-five (25) pages; single sided, standard, typed, print on standard 8.5 x 11 papers. Respondents shall also submit a three (3) page (maximum) executive summary. The following items will not count toward the page limitations: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the Saline County Emergency Medical Services (“EMS”) Board for completion.
- D. Proposal’s may be submitted electronically in addition to two (2) hard copies. Please submit your documents on a properly labeled flash drive. The use of Adobe PDF documents is strongly recommended. Files contained on the flash drive or electronic media shall not be restricted against saving or printing. The electronic copy shall be identical to the original papers submitted. Electronic copies shall not be submitted via e-mail to Saline County Purchasing Office.
- E. Proposal’s will be reviewed following the stated deadline, as shown on the cover sheet of this document. The names of Respondents only will be available after the deadline until a contract has been awarded. All interested parties understand proposal documents will not be available until after a valid contract has been executed.
- F. Respondents shall submit a proposal based on documentation published by The Saline County Purchasing Office on behalf of the Saline County EMS Board.
- G. Proposal’s shall be enclosed in sealed envelopes or packages addressed to the Saline County Purchasing Office, 200 N. Main St., Ste. 116, Benton, Arkansas 72015. The name, address of the firm and RFP name shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.
- H. Proposal’s must follow the format of the RFP. Respondents should structure their responses to follow the sequence of the RFP.
- I. Respondents shall have experience in work of the same or similar nature, and must provide references that will satisfy the Saline County EMS Board. Respondents may furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.

J. Respondents are advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead the Saline County EMS Board to declare any such term non-negotiable. Respondent's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

K. Proposal's will need to be received by **June 18, 2021 2:00 pm local time.**

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing via e-mail to the Saline County Purchasing Office. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the proposal. All such addenda shall become part of the RFP. The Saline County EMS Board will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract.

3. RIGHTS OF THE SALINE COUNTY EMS BOARD IN RFP PROCESS:

In addition to all other rights of the Saline County EMS Board, under state law, the Saline County EMS Board specifically reserves the following:

- A. The Saline County EMS Board reserves the right to rank firms, interview any or all of the Respondents, and negotiate with the highest-ranking firm. Negotiation with an individual Respondent does not require negotiation with others.
- B. The Saline County EMS Board reserves the right to select the proposal that it believes will serve the best interest of the entities making up the Saline County EMS Board.
- C. The Saline County EMS Board reserves the right to accept or reject any and all proposal.
- D. The Saline County EMS Board reserves the right to cancel the entire request for proposal.
- E. The Saline County EMS Board reserves the right to remedy or waive technical or immaterial errors in the request for proposal or in proposals submitted.
- F. The Saline County EMS Board reserves the right to request any necessary clarifications, additional information, or proposal data without changing the terms of the proposal.
- G. The Saline County EMS Board reserves the right to select the Respondent to perform the services required on the basis of the original proposals without negotiation.

4. EVALUATION CRITERIA:

The evaluation criteria define the parameters that will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. The different evaluation parameters are shown in the chart below:

| | |
|---|-----------------------------|
| 0-10 points per category: 50 points total | Parameters to be considered |
|---|-----------------------------|

| | |
|------|---|
| 0-10 | Thoroughness of Proposal |
| 0-10 | Value/Compensation |
| 0-10 | Clinical Operations |
| 0-10 | Dispatch, Reporting and Monitoring Operations |
| 0-10 | Experience and Recommendations |

No single criteria will be determinative. Because of the subjective nature of some of the criteria listed, those making the evaluation will have the goal of determining the best overall proposal based on those criteria. Interviews, if any, will be scheduled after scoring the received proposals, with a final vote by the Saline County EMS Board occurring at a later date.

5. COSTS INCURRED BY RESPONDENTS:

All expenses involved with the preparation and submission of proposals to the Saline County EMS Board, or any work performed in connection therewith, shall be borne solely by the Respondent. No payment will be made for any responses received, or for any other effort required of, or made by, the Respondent prior to contract commencement.

6. ORAL PRESENTATION:

An oral presentation and/or interview may be requested of any Respondent, at the selection committee's discretion.

7. CONFLICT OF INTEREST:

- A. The Respondent represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in Arkansas Code Annotated § 14-14-1202.
- B. The Respondent shall promptly notify the Saline County EMS Board in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the Respondent's judgment or quality or services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Respondent may undertake and request an opinion to the Saline County EMS Board as to whether the association, interest or circumstance would, in the opinion of the Saline County EMS Board constitute a conflict of interest if entered into by the Respondent. The Saline County EMS Board agrees to communicate with the Respondent its opinion via e-mail or first-class mail within thirty days of receipt of notification.

8. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn at any time.

9. LATE PROPOSAL OR MODIFICATIONS:

- A. Proposal's and modifications received after the time set for the proposal submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The Saline County EMS Board will not be responsible for misdirected proposals. Respondents should contact the Saline County Purchasing office at (501) 303-5657 to ensure receipt of their submittal documents prior to opening time and date listed.
- B. The time set for the deadline shall be local time for Benton, Arkansas on the date listed. All proposals shall be received in the Saline County Purchasing office BEFORE the stated deadline.

10. LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS:

- A. The laws of the State of Arkansas apply to any purchase made under this RFP. Respondents shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- B. Pursuant to Arkansas Code Annotated § 22-9-203 the Saline County EMS Board encourages all qualified small, minority and women business enterprises to proposal on and receive contracts for goods, services, and construction.

11. COLLUSION:

The Respondent, by affixing his or her signature to this proposal, agrees to the following: "Respondent certifies that his/her proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

12. RIGHT TO AUDIT, FOIA AND JURISDICTION:

- A. The Saline County EMS Board reserves the privilege of auditing a vendor's records as such records relate to purchases between the Saline County EMS Board and said vendor.
- B. Freedom of Information Act: Saline County EMS Board contracts and documents prepared while performing contractual work on behalf of the Saline County EMS Board are subject to the Arkansas Freedom of Information Act ("FOIA"), located at Ark. Code Ann. § 25-19-101 et seq. If a FOIA request is presented to the Saline County EMS Board, the Contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the FOIA. Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- C. Legal jurisdiction to resolve any disputes shall be based upon Arkansas law.

13. INDEMNIFICATION:

The successful Respondent agrees to indemnify the Saline County EMS Board, and Saline County Governments making up the Saline County EMS Board, and hold them harmless and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based

thereon, with respect to the services or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the Saline County EMS Board.

The service contract to be entered into between the Saline County EMS Board and the selected provider will not include any provision that the Saline County EMS Board or any of its officials or employees will indemnify any party.

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this RFP section apply except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by Respondents prior to submitting a proposal on this requirement.

15. CANCELLATION:

- A. The Saline County EMS Board reserves the right to cancel this RFP or any potential contract without cause by giving thirty (30) days written notice to the Respondent in writing of the intention to cancel or with cause if at any time the Respondent fails to fulfill or abide by any of the terms or conditions specified.
- B. Failure of the Respondent to comply with any of the provisions of the contract awarded by the Saline County EMS Board shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Saline County EMS Board.
- C. In addition to all other legal remedies available to the Saline County EMS Board, the Saline County EMS Board reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the Saline County EMS Board.

16. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS, MERGERS:

- A. The winning Respondent shall perform the work described in this RFP and any subsequent contract entered into by the Saline County EMS Board and the Respondent. No assignment or subcontracting shall be allowed without prior written consent of the Saline County EMS Board. If a Respondent intends to subcontract a portion of this work, the Respondent shall disclose such intent in the proposal submitted as a result of this RFP.
- B. In the event of a corporate acquisition and/or merger, the Respondent shall provide written notice to the Saline County EMS Board within thirty (30) calendar days of Respondent's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate any contract entered into by the Saline County EMS Board and Respondent, which shall not be unreasonably exercised by the Saline County EMS Board, shall include, but not limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the Saline County EMS Board awarding a contract to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception, shall constitute approval for the purpose of this document.

17. EXCLUSIVE FRANCHISE AGREEMENT:

Award of this RFP would lead to an exclusive franchise agreement between the Saline County EMS Board and the winning Respondent for emergency medical services in Saline County, Arkansas with the exception of Hot Springs Village.

18. ADDITIONAL REQUIREMENTS:

The Saline County EMS Board reserves the right to request additional services relating to this RFP from the Respondent. When approved by the Saline County EMS Board as an amendment to any contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may be necessary.

19. SERVICE AGREEMENT:

A written agreement, incorporating the RFP and the successful proposal will be prepared by the Saline County EMS Board, signed by the successful Respondent and presented to the Saline County EMS Board for approval and signature of the County Judge and all other necessary signatories.

20. INTEGRITY OF REQUEST FOR PROPOSAL DOCUMENTS:

Respondents shall use the original RFP form(s) provided by the Saline County Purchasing Office and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the RFP form(s) if sufficient space is not available on the original form for the Respondent to enter a complete response. **Any modifications or alterations to the original RFP documents by the Respondent, whether intentional or otherwise, will constitute grounds for rejection of such RFP response.** Any such modifications or alterations a Respondent wishes to propose shall be clearly stated in the Respondent's RFP response and presented in the form of an addendum to the original RFP documents.

21. OTHER GENERAL CONDITIONS:

- A. Respondents must provide the Saline County EMS Board with their proposals signed by an individual having legal authority to submit proposals on behalf of the Respondent. The entire cost of preparing and providing responses shall be borne by the Respondent.
- B. The Saline County EMS Board reserves the right to request any additional information it deems necessary from any or all Respondents after the submission deadline.
- C. This RFP is not to be construed as an offer, a contract, or a commitment of any kind. Nor does it commit the Saline County EMS Board to pay for any costs incurred by Respondent in preparation. It shall be clearly understood that any costs incurred by the Respondent in responding to this request for proposal is at the Respondent's own risk and expense as a cost of doing business. The Saline County EMS Board shall not be liable for reimbursement to the Respondent for any expense so incurred, regardless of whether or not the proposal is accepted.
- D. If products, components, or services other than those described in this proposal document are proposed, the Respondent must include complete descriptive literature for each. All requests for additional information must be received within five (5) working days following request.
- E. Any uncertainties shall be brought to the attention of Angel Koder, Saline County Purchasing Specialist, immediately via telephone at (501) 303-5657 or by e-mail at angel.koder@salinecounty.org. It is the intent and goal of the Saline County EMS Board to provide documents providing a clear and

accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all Respondents to be on equal proposal terms.

- F. Any inquiries or requests for explanation in regard to the County's requirements should be made promptly to Angel Koder, Purchasing Specialist for Saline County, via e-mail at angel.koder@salinecounty.org, or telephone at (501) 303-5657. No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place. At the discretion of the Saline County EMS Board, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE:** Each Respondent shall submit an "Authorized Negotiator Form" containing the signature of a duly authorized officer or agent of the Respondent's company empowered with the right to bind and negotiate on behalf of the Respondent for the amounts and terms proposed.
- G. Any information provided herein is intended to assist the Respondent in the preparation of proposal/proposals necessary to properly respond to this RFP. The RFP is designed to provide qualified Respondents with sufficient basic information to submit proposals meeting specifications and/or test requirements, but is not intended to limit a RFP's content or exclude any relevant or essential data.
- H. Respondents irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner shall be controlled by Arkansas law. Respondent hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- I. The successful Respondent shall not assign the whole or any part of any contract or any monies due or to become due hereunder without written consent of the Saline County EMS Board. In case the successful Respondent assigns all or any part of any monies due or to become due, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Respondent shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- J. The successful Respondent's attention is directed to the fact that all applicable Federal and State laws, County and municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to this procurement and RFP throughout, and they will be deemed to be included in any contract as though written out in full at the relevant time. The successful Respondent shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, County and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered or in the specifications herein referred to, in relation to any law, ordinance, regulation, order or decree, he/she shall herewith report the same in writing to the Saline County EMS Board.

The Saline County EMS Board RFP
Emergency Medical Services
Section B: Authorization Form

PLEASE FILL OUT THE SECTION BELOW AND SUBMIT THIS FORM WITH YOUR PROPOSAL.

- A. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true;

Printed Name

Signature

Title

Date

Please provide contact information:

Company Name: _____

Phone: _____

Address: _____

Fax: _____

Email: _____

City: _____

Web Site: _____

State: _____ Zip Code: _____

The Saline County EMS Board RFP
Emergency Medical Services

Section C: Vendor References

The following information is required from all Respondents so all proposals may be reviewed and properly evaluated:

Company Name _____

Business Address _____

Number of years in business _____ How long in present location _____

Total number of current employees _____ Full time _____ Part time _____

Number of employees you plan to use to service this contract _____ Full time _____ Part time _____

Please list local commercial and/or governmental references that you have previously performed similar contract services for within the past five (5) years:

- 1 Company
 Name: _____
 City State, Zip: _____
 Contact Person: _____
 Telephone: _____
 Fax Number: _____
 E-Mail Address: _____
- 2 Company
 Name: _____
 City, State, Zip: _____
 Contact Person: _____
 Telephone: _____
 Fax Number: _____
 E-Mail Address: _____
- 3 Company
 Name: _____
 City, State, Zip _____
 Contact Person: _____
 Telephone: _____

| | | |
|---|-------------------|-------|
| | Fax Number: | _____ |
| | E-Mail Address: | _____ |
| 4 | Company Name: | _____ |
| | City, State, Zip: | _____ |
| | Contact Person: | _____ |
| | Telephone: | _____ |
| | Fax Number: | _____ |
| | E-Mail Address: | _____ |

Section D: Statement of Disclosure

Respondent must disclose any possible conflict of interest with the Saline County EMS Board, including, but not limited to, any relationship with any employee or elected of a local government in Saline County. Your response must disclose if a known relationship exists between any principal or employee of your firm and any employee or elected official of a local government in Saline County.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your proposal/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

_____ **NO KNOWN RELATIONSHIP EXISTS**

_____ **RELATIONSHIP EXISTS (Please explain)**

PLEASE FILL OUT THE SECTION BELOW:

1. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and
2. My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Printed Name

X_____
Signature

Date

The Saline County EMS Board RFP
Emergency Medical Services

Section E: Authorized Negotiator Information

At the discretion of the Saline County EMS Board, one or more firms may be asked for more detailed information before the final ranking of the firms, which may also include oral interviews.

NOTE: Each Respondent shall submit to the Saline County EMS Board a primary contact name, e-mail address and phone number (preferably a cell phone number) who the Saline County EMS Board selection committee can contact for clarification or interview via telephone.

PRIMARY CONTACT INFORMATION

Name of Firm: _____

Name of Primary Contact: _____

Title of Primary Contact: _____

Phone number #1 (cell phone): _____ Secondary Phone#: _____

E-Mail: _____

Address: _____

Is the primary contact (listed in part 1) able to legally bind contracts? YES NO

If no, please list contact that can legally bind a contract for the firm: _____

Name: _____

Title: _____

Phone #1 (cell phone): _____ Phone #2: _____

E-Mail Address: _____

Signed: X _____

Date: _____

SPECIFICATIONS

It is the intent of these specifications to describe the areas/locations in sufficient detail to secure proposals on comparable items. Any items not conforming to these specifications will be rejected, and it will be the responsibility of the Respondent to conform to the requirements unless deviations have been specifically cited by the Respondent and an acceptance made on the basis of the exception.

EMERGENCY MEDICAL SERVICES

I. Request to Submit Proposals

Saline County is located approximately 20 minutes southwest of Little Rock along Interstate 30, and is home to approximately 120,000 residents. There are numerous municipalities located within Saline County, and the largest are the cities of Benton and Bryant. The County has seen substantial growth over the last decade, and is poised for continued expansion for both commercial and residential opportunities.

The Governments within Saline County, Arkansas ("Saline County Governments"), which entered into an Interlocal Agreement for Emergency Medical Services ("Saline County EMS Board"), are seeking proposals from interested and qualified parties (where appropriate "Respondents" or "Contractors" or "Vendors") for the award of an emergency medical service ("EMS") contract to an EMS provider. This proposal is for the provision of emergency medical services for Saline County, Arkansas (this includes both the incorporated areas of Saline County and the cities within Saline County) described on the enclosed map pursuant to the terms and conditions hereinafter set forth in or referred to in the Request for Proposal ("RFP"). This RFP is open to all qualified Contractors who meet the minimum qualifications and can document required credentials as outlined in this RFP. The intent is for a single Contractor to provide emergency medical services to the portion of the County as an emergency operating area ("EOA"). The award shall be made at the sole discretion of the Saline County EMS Board to the Contractor who provides the best evidence of satisfactory qualifications and responsibility to fully execute the requirements as set forth by the Saline County EMS Board.

The conditions presented reflect the Saline County EMS Board's desired standards and requirements for acceptable emergency medical services. However, if for some reason these expectations are not feasible, please tell us why and what you would propose.

The requests should include a proposal for the following:

1. Providing ALS EMS Ground Transport Service and/or a tiered ambulance service to the EOA described in the following table.

A. Subsidy (If Required)

If a subsidy would be required by a Contractor to enter into a contract with the Saline County EMS Board, it will be a key consideration for the award of this contract. However, please provide a breakdown of the subsidy that would be required and how that figure was determined.

B. Dispatch

Saline Emergency Communications ("SEC") provides dispatch services currently for the existing EMS provider and public safety agencies within Saline County. SEC has a contract with the current EMS provider for dispatch services, whereby SEC provides dispatch services and the EMS provider pays Saline County on a monthly basis. The Saline County EMS Board's expectation is that SEC would enter into a similar dispatch arrangement with the Contractor selected to enter into the EMS

contract. However, the Saline County EMS Board is open to hearing from Respondents on proposals where the Respondent provided staffing at SEC or where the Respondent provided dispatch services directly for the emergency medical services provided by the Respondent.

Respondent should specify what Dispatch methods would be utilized: (1) EMD software/service required; (2) AWIN interoperable communications.

C. Performance Terms

This procurement will result in a performance contract, not a level-of-effort contract, with the following contract periods.

1. Contract

Notwithstanding any other cancellation procedures called for contractually, the EMS provider selected will be initially placed under a thirty-six (36) month provisional contract with extension options at the discretion of the Saline County EMS Board.

2. Standard Contract and Extensions

The standard contract period takes into consideration that a high-performance emergency medical services provider must simultaneously achieve clinical excellence, response-time reliability, economic efficiency, and customer satisfaction. Therefore, the standard contract period is expected to be an initial term of three (3) years with the possibility of two (2) extensions, of three (3) years each, for a total standard contract duration of nine (9) years. Extensions shall strongly consider Contractor performance, but the decision to award an extension will be at the sole discretion of the Saline County EMS Board, based on whatever factors it deems appropriate.

3. Notice on Extension and End of Contract Decisions

The Saline County EMS Board shall notify the Contractor at least twelve (12) months in advance of the end of the initial standard contract period, and at least twelve (12) months in advance of the end of the initial extension period, if awarded, on its decision to award an extension. If a second extension is awarded, the Contractor will be given at least twelve (12) months' notice of the Saline County EMS Board's decision regarding any future procurement or other options it may consider regarding how ambulance services will be provided after the 9-year maximum contract period.

4. Rates and Adjustments

The approved base rate and allowed itemized charges that the Contractor uses for billing in Saline County will be consistent with all applicable rates authorized by, including but not limited to, Medicaid, Medicare, and private insurance providers.

II. Minimum Conditions

A. Overview

The conditions described in this section represent the minimum requirements the Saline County EMS Board will accept from a Contractor. The Contractor should carefully examine each requirement outlined in this section and indicate on the Proposal Form that Contractor can and will comply. If submitting multiple proposals, the requirements apply to each unique proposal. Each proposal will be graded as either compliant or non-compliant (pass/fail) with these minimum conditions. Proposals

deemed non-compliant shall not be considered further unless a Contractor submits acceptable evidence that non-compliance of one or more requirements will not substantially have a negative impact on the Contractor's ability to perform the services proposed.

B. Emergency Operating Area (EOA)

The Contractor will provide 24 hours a day, 7 days a week ALS and/or tiered ambulance service to emergency calls in the areas of Saline County described below. The Contractor will not withhold appropriate emergency services for any reason, especially socioeconomic status or inability to pay for services.

- C. For purposes of measuring response time performance, the response times desired for the service area are more particularly described in Part III, Section C. The map is provided as Figure 1 on the following page. The response areas include all of Saline County except Hot Springs Village, but may change in the future.

These areas include the following:

Alexander

Bauxite

Benton

Bryant

Haskell

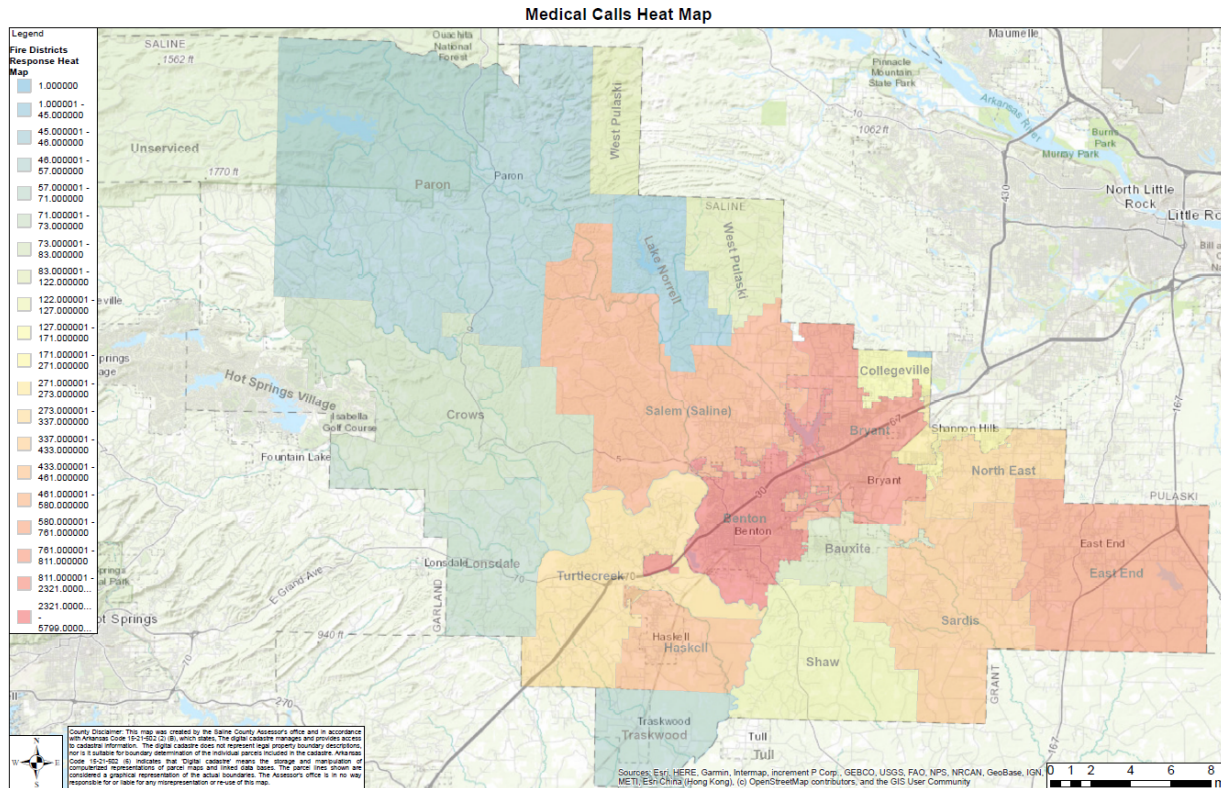
Shannon Hills

Traskwood

Unincorporated Saline County

- D. The Saline County EMS Board specifically makes no representation or warranties regarding the numbers of requests for ambulance service, ambulance transports, frequency of special events or any other information that may be associated with this procurement. Any and all historical data is provided mainly to illustrate the general historical levels of performance and not as a guarantee of future business volume

Emergency Operating Area/Heat Map (Figure 1)



E. Insurance

The Contractor must agree that for the provisional and standard contract periods and any extensions thereto, the insurance as shown herein will remain in effect and shall name The Saline County EMS Board as a co-insured. Contractor shall provide evidence of ability to meet all requirements described in this section. This insurance shall be evidenced by delivery to Saline County EMS Board of Certificates of Insurance written by one or more insurance companies with an A.M. Best rating of "A" or better, licensed to do business in the State of Arkansas and acceptable to the Saline County EMS Board. These insurance certificates shall list coverage and limits, expiration dates and terms of policies, and the names of all carriers issuing or re-issuing these policies. All policies shall contain

provisions requiring that thirty (30) days' notice be given prior to cancellation or modification of the policy by the insured. Nothing shall absolve the Contractor of this requirement to provide notice.

Any program of self-insurance risk employed by the Contractor shall be subject to prior approval and ongoing monitoring by the Saline County EMS Board and their legal counsel. All policies must waive subrogation rights. Current copies of all policies and Certificates of Insurance must be on file at the Saline County Courthouse at all times during this contract. The following coverage will be required:

1. Commercial liability insurance

Including but not limited to, bodily injury, property damage, and personal injury, with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence, and annual aggregate. Coverage shall be on "an occurrence basis" and the policy shall include broad form property damage coverage, and contracted liability and fire legal liability of not less than Two Million Dollars (\$2,000,000.00) per occurrence;

2. Professional Medical Liability

Including errors and omissions with minimum limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence, and an aggregate limit of not less than Five Million Dollars (\$5,000,000.00);

3. Automobile Liability

Including a Two Million Dollars (\$2,000,000.00) combined single limit for bodily injury and property damage per occurrence; and

4. Workers' Compensation

Including coverage and policy in compliance with the Arkansas Insurance Department the policy must have a minimum of One Million Dollars (\$1,000,000.00).

F. Performance Security

Due to the importance of EMS to the communities served, it is important for the Saline County EMS Board to do everything possible to eliminate the potential for a system failure. Contractor shall provide evidence of the ability to meet performance security requirements to minimize the potential for failure and to sustain uninterrupted service in the event of a default or failure of the Contractor. Provide a description of the methods your company would use to minimize these failures.

G. Financial Strength

For the purposes of this RFP, Contractor will provide evidence that clearly documents the financial history of the organization and demonstrates that the Contractor has the financial capability to handle the expansion (including implementation and startup costs) necessitated by the award of any contract.

1. Financial Statements

Contractor will include copies of its most recent two (2) year periods financial strength to include the following documents or their equivalents. If the Contractor is part of a larger organization and has consolidated financial statements, the corporate relationship should be explained, the individual operation's statements should be extracted and both sets of statements should be submitted.

a. Balance Sheet

b. Income Statement

c. Statement of Cash Flows

d. Statement of Owner Equities

2. Audit Statement

Contractor will submit a statement of unqualified opinion from a Certified Public Accountant, for the most recent year available. This opinion should reflect that an independent review has taken place and that the financial statements were found to be in accordance with Generally Accepted Accounting Principles (GAAP) and that the principles chosen and estimates made are reasonable.

3. Financial Commitments

Contractor will provide a list of obligations, and potential commitments, which may impact assets, credit rating, and guarantor letters or otherwise affect the Contractor's ability to meet the requirements of this RFP.

4. Billing Operations

Contractor will discuss their experience and success with billing Medicare, Medicaid, third party payers, private insurance and others parties.

H. Experience

1. Comparable Services

The Contractor will document experience managing comparable emergency medical services for at least two (2) years. Contractor will provide the following information for each community.

a. Name of community,

b. Brief description of community,

c. Dates of service in community,

d. Services provided to each community,

e. Number and type (i.e., emergency, non-emergency, interfacility, etc.) of responses provided in each of the past two (2) years,

f. Current contact officer(s) or designated government contact person(s) for each community including name, title, mailing address, telephone number, and email address.

2. Business Identity and History

The Contractor will provide all corporate or individual names that have been used during the past ten (10) years. Contractor will also describe the history of the company, whether it is a private company, public utility, hospital owned. Contractor should provide an explanation of why that model is the best option for the Saline County EMS Board.

3. Accreditation and Associations

The Contractor will provide a listing of any accreditations held and any professional or industry associations to which the Contractor belongs that the Contractor believes may be of benefit to the

Saline County EMS Board. Contractor should state the benefits of any accreditation or association membership to the Saline County EMS Board.

I. Outstanding/Pending Litigation

The Contractor shall provide a listing of all resolved or ongoing litigation of the Contractor's organizations within the past five (5) years. This listing shall include litigation brought against the Contractor's organization or affiliated organization and any litigation initiated by the Contractor's organization or affiliated organization against any governmental entity or competing ambulance service within the last five (5) years. Contractor must provide documentation that it has resolved all issues arising from litigation or describe the status of open litigation.

J. Operational Expectations

The Contractor shall provide and manage the delivery of emergency medical services by meeting or exceeding the requirements of this RFP and the resulting contract. The contract will be a performance contract, not level-of-effort contract; however, the following conditions are baseline expectations. The Contractor is highly encouraged to consider innovative methods to grow the service and exceed performance expectations.

1. **Staffing and Unit Availability Plan**

A. The Contractor is responsible for ensuring high-performance service through employing, managing, training and other personnel functions necessary to fulfill the terms of the contract.

- a. Maintaining personnel certifications and ambulance provider's license(s);
- b. Ensuring courteous, professional, and safe conduct of all personnel;
- c. Ensuring fair and reasonable shift schedules and employment practices;
- d. Providing or purchasing all in-service training of ambulance personnel;
- e. Ensuring clinical performance consistent with Arkansas Department of Health (ADH) and Medical Director Standards and implementing reasonable changes accordingly.

B. The Saline County EMS Board requests that any Respondent provide the following information:

- a. The number of ambulances necessary to provide high-performance service.
- b. The location of any substations within Saline County

2. **Equipment**

The Contractor will be responsible for ensuring high-performance service through employing, managing and maintaining all vehicular and medical equipment necessary to fulfill the terms of the contract, including but limited to the following:

- a. Maintaining ambulance vehicles as specified in the document entitled "Federal Specifications Ambulance Emergency Medical Care vehicle" as published by the General Service administration, United Department of Transportation ("USDOT") Federal Specification KKK1822, in effect at time of manufacture and requirements as set forth by ADH, and must have affixed thereto the appropriate certification(s);

- b. Equipping each ambulance with all required personnel, equipment and supplies for "Paramedic Service" operations as required by ADH and as further specified by the Contractor's Medical Director;
 - c. Ensuring all vehicles used for the purpose of providing ambulance service hereunder, shall be designed to transport ill, sick or injured persons in comfort and safety, and shall be maintained in clean, sanitary, and good mechanical condition at all times, in compliance with any applicable State or Federal standards for ambulances;
 - d. Ensuring ambulances are mechanically sound and removed from service when appropriate to mitigate critical vehicle failures;
 - e. Ensuring all mechanical, safety, and special equipment shall be subject to inspection at any reasonable time by representatives of the Saline County EMS Board;
 - f. Ensuring no ambulance that has been substantially damaged or altered shall be again placed in service until it has been adequately repaired;
 - g. Furnishing all fuel, lubricants, repairs, and necessary supplies.
3. Cooperation with Other Agencies
- a. Contractor shall maintain good working relationships with area law enforcement agencies, fire departments, medical first responders, medical air transport providers and other emergency services organizations. If available, Contractor will enter into mutually beneficial support agreements with other ambulance providers.
 - b. Contractor shall provide medical standby services as requested for public safety agencies.

As part of this section, the Saline County EMS Board requests information on your current practices in the areas you serve regarding providing unit(s) for structure fire standbys on scene. Please describe how you would propose supporting fire services on fire standbys in Saline County (approximately 140 a year).

In addition to fire departments within the municipalities, below are the volunteer fire departments or fire districts within Saline County:

- Collegeville
- Crows
- Crystal
- East End
- Lake Norrell
- Lonsdale
- Northeast
- Paron
- Salem
- Sardis
- Shaw
- Turtle Creek
- West Pulaski Co.

4. Provisions for Default and Early Termination

- a. This procurement will result in the award of a performance contract requiring high levels of performance and reliability. Mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for performance results.
- b. Determination of default will be the responsibility of the Saline County EMS Board; however, oversight may be appointed to the Saline County Office of Emergency Management (OEM) to monitor contract compliance, consider performance exceptions, levy penalties, and consider other matters as assigned and make recommendations to the Saline County EMS Board.
- c. Contractor will be notified in writing if a default condition exists, and will be given 10 days to correct. Failure to correct the default condition will be considered a breach of contract subject to early termination of contract.

Default conditions would include, but are not limited to, the following.

1. Failure of the Contractor to operate the system in a manner consistent with Federal, State and Local laws, rules and regulations;
2. Intentionally supplying the Saline County EMS Board with false or misleading information with regard to records, documents, dates or time kept for the purpose of determining Contractor's performance under the terms of this RFP. Upon detection of accidental/unintentional error, the Saline County EMS Board shall be notified immediately and supplied with corrections;
3. Failure of the Contractor, its employees, its agents, or its representatives to conduct themselves in a professional and courteous manner and including professional appearance;
4. Failure of the Contractor to provide to the Saline County EMS Board with data generated in the course of operations, including, but not limited to, patient report data, response time data, and financial data as specified in the contract;
5. Failure to substantially and consistently meet or exceed the various clinical standards provided for in the contract;
6. Making an assignment for the benefit of creditors; filing a petition for bankruptcy; being adjudicated insolvent or bankrupt; petitioning by custodian, receiver or trustee for a substantial part of its property; or commencing any proceeding relating to it under the bankruptcy, reorganization arrangements, readjustment of debt, dissolution or liquidation law or statute;
7. Chronic failure of the Contractor to meet response time requirements as set forth by contract. Unless where otherwise specifically indicated, for the purposes of this RFP, chronic failure shall be defined as failure to meet any performance requirement three times in a six-month period;
8. Chronic failure of the Contractor to meet any performance requirements of the contract.
9. Chronic Failure to furnish key personnel of quality and experience;
10. Chronic failure to submit scheduled or ad hoc reports, or other information;

11. Failure of the Contractor to maintain insurance requirements or provide timely notification of policy changes;
12. Any other failure of performance required in the contract which is determined to constitute an endangerment to public health and safety, or not be in the best interest of the Saline County EMS Board;
13. Failure of the contractor to pay penalties within 60 days of notification of assessment;
14. Failure to maintain any type of license, permit, or certification required by law in order to fulfill the requirements of the contract or in order to avoid fines and penalties imposed by law;
15. Chronic failures of Contractor to comply with any of the performance requirements may be considered a condition of default

K. Penalties for Failure to Comply

The Saline County EMS Board may assess penalties for failure to comply with the requirements of the contract. Contractor may appeal the decision to assess penalties to the Saline County EMS Board in writing within 10 days of notification of assessment. Penalties may be withheld from any subsidy or invoiced to the Contractor as an assessment. Assessments must be paid within 60 days of assessment, regardless of appeal date.

1. Performance Requirements

In the event Contractor fails to comply with any of the terms of the contract, the Saline County EMS Board may issue the Contractor a written warning describing such failure. Should Contractor's noncompliance continue after receipt of such warning, the Saline County EMS Board may deduct penalties from any subsidy, or assess a penalty that is payable within sixty (30) days of notification, in the amount of Two Hundred Fifty Dollars (\$250) for each day Contractor remains in noncompliance following receipt of the written warning. Should the noncompliance continue for more than five (5) consecutive days, the Saline County EMS Board may increase penalties to Five Hundred Dollars (\$500) for each additional day Contractor remains in noncompliance.

III. Desired Conditions

A. Overview

The conditions presented in this section reflect the Saline County EMS Board's desired standards and requirements for acceptable emergency medical services. However, if for some reason these expectations are not feasible, please tell us why and what you would propose. Each condition listed herein will help make up the numerical score. Proposals that offer an improvement to the Saline County EMS Board over the desired condition may receive a higher numerical value than those that merely meet the desired condition. The scoring method for each condition was discussed previously.

B. Ground Ambulance Operations

1. Coverage

The Contractor will provide emergency ground ambulance service for the EOA. See table listed in Section 2 B.1 Emergency Operating Area

2. Response Time Requirements

The Saline County EMS Board expects that the SEC shall be responsible for classifying all EMS calls using dispatch protocols, developed with the SEC and OEM, and using emergency medical

dispatching, unless the Contractor demonstrates there it is a better option for the Contractor to provide dispatch services. The Saline County EMS Board does not plan to limit the Contractor's flexibility in the methods of deployment and providing service as long as the minimum response time requirements are achieved.

The Contractor shall place a transport capable ALS and/or tiered ambulance at the scene of all requests for emergency medical services within the designated response time at a minimum of a ninety percent (90%) rate for all emergency dispatch response requests. This rate will be measured monthly and reported to the Sale County EMS Board.

Ambulances must be compliant with State and Federal minimum response requirements. Response times are a combination of dispatch operations and field operations

Please provide the Saline County EMS Board with a plan for unit coverage based on the Figure 1 Heat Map and the following. Plans should include approximate locations of staging/basing of units.

a. Emergency Responses (As determined by Arkansas EMS Standards)

1. All municipalities in Saline County
2. Unincorporated areas of Saline County

b. Non-Emergency Responses (As determined by Arkansas EMS Standards)

1. All municipalities in Saline County
2. Unincorporated areas of Saline County

c. Calculation of Response Times

For all classifications of requests for service, the response time shall be the elapsed time (measured to the second) from the time "call dispatched" to the time "arrival on scene". The time "call dispatched" shall be from the second the Contractor is notified by SEC.

First Responders do not constitute "arrival on scene" by the Contractor.

"Arrival on scene" is defined as when a paid employee of the Contractor, such as a supervisor or "Quick response vehicle", arrives at the location of the request for service, provided that:

- Employee is an EMT or higher; and
- Employee is on duty and arrives in a vehicle clearly marked and identified as the Contractor's vehicle; and
- Vehicle is equipped to provide Basic Life Support at a minimum; and
- Employee is in continual communication with the responding ambulance; and
- Employee begins patient care upon arrival on scene and provides appropriate emergency medical services prior to ambulance arrival.

d. Upgraded and Downgraded Requests

For emergency requests that are upgraded en route upon request of an on-scene First Responder or in compliance with Dispatch Protocols, the response time shall be calculated from the moment of the upgrade request, and the higher priority standard shall be used. For emergency requests that are downgraded upon request of an on-scene First Responder or in compliance with Dispatch Protocols, the response time shall be calculated as the lower priority requirement.

e. Response Time Exemptions

The Saline County EMS Board understands that isolated instances may occur in which the Contractor does not meet the stated performance specifications. However, a chronic failure to comply with the response time requirements may constitute default of the contract. The Contractor shall maintain mechanisms for reserve production capacity to increase service production should a temporary system overload persist.

From time to time, unusual factors beyond the Contractor's reasonable control may affect the achievement of specified response time standards. These unusual factors are limited to those noted below.

1. Requests occurring during a period of unusually severe inclement weather conditions, unless weather was predicted sufficiently in advance that levels of preparedness should have been increased and such steps were not taken, when such response time compliance is either impossible or achievable only at a great risk to EMS personnel and the public;
2. In the event of Mass Casualty Incident, all ambulances responding to the Mass Casualty Incident other than the first ambulance on the scene;
3. Situations where the communications center receives false or inaccurate information or was unable to obtain adequate response information;
4. Requests during a declared disaster within The Saline County EMS Board and confirmed by the OEM, in which the Contractor is rendering assistance. During such periods, the Contractor shall use best efforts to maintain primary coverage, while simultaneously providing disaster assistance as needed;

Equipment failure, traffic congestion, ambulance failure, dispatch error, or other causes shall not be grounds for granting an exemption to compliance with any response time standard. No other causes of late response time shall serve to justify exemption from response time requirements. However, the Contractor may appeal such instances to the Saline County EMS Board. Any appeals shall be filed with the Saline County EMS Board within ten (10) days of notification of the incident.

E. Clinical Operations

1. EMS Medical Director

- a. The EMS Medical Director should provide medical oversight to ensure that the Contractor operates within the standard of care for the local healthcare system.
- b. At a minimum the EMS Medical Director should have appropriate training, certification and Arkansas licensure; expertise in EMS systems; and expertise in this specific type of operation. Ideally, the EMS Medical Director should be a fully qualified member of the Contractors' operational EMS team.
- c. The qualified EMS Medical Director and his or her designees should ensure that the local standard of care is established and met. Such standards should coincide with all State of Arkansas statutes. This includes assuring that EMS personnel function within their defined scopes of practice, as established by their training and certification or licensure as outlined by the ADH.

- d. It is the Contractor's responsibility to establish mutually agreed upon compensation for the services, availability and provision of necessary materials and resources, and liability coverage for duties and actions performed with the EMS Medical Director.

2. Clinical Standards

- a. The Contractor should provide details on how the following clinical standards will be ensured.
- b. All ALS ambulances that respond to emergency requests for service will be staffed with a minimum of one (1) EMT-Paramedic, and one (1) EMT-Basic.
- c. All response personnel shall meet the minimal education and credentialing requirements as set forth by the ADH in conjunction with the EMS Medical Director.

1. Continuous Improvement

- a. The Contractor shall establish a Continuous Quality Improvement program that encompasses all aspects of the EMS operation. This should include the establishment of Key Performance Indicators that are monitored as a gauge of the system's overall level of performance to Saline County. These should include at a minimum:

1. Clinical Indicators

2. Operation Indicators

3. Financial Indicators

4. Employee Engagement and Satisfaction Indicators

5. Customer Satisfaction Indicators

- b. The Contractor should provide an explanation of its Continuous Quality Improvement program.

F. First Responder Continuing Education

Please provide the Saline County EMS Board with any information on continuing education programs that your company would provide to first responders in Saline County

G. Basic Resupply

Please provide the Saline County EMS Board with any information on resupplying basic stocks to other first responder agencies in Saline County

H. Community Outreach

Please provide the Saline County EMS Board with any information on community outreach such as community paramedicine programs, EMS coverage for special events such as high school sporting events, etc., and any rates associated with those programs.

I. Additional Desirable Information

Please provide the Saline County EMS Board with any additional information that would provide a more holistic understanding of Respondent's capabilities.

EXHIBIT D

[FULL EXHIBIT AVAILABLE UPON REQUEST AT SALINE COUNTY COURTHOUSE]



SALINE COUNTY EMS BOARD

PROPOSAL

Emergency Medical Services

RFP #2021-06-17

June 18, 2021

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SALINE COUNTY, ARKANSAS
EMERGENCY MEDICAL SERVICES

RFP #2021-06-17

June 18, 2021

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Pafford Medical Services, Inc.

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Summary

Pafford Medical Services, Inc., on behalf of our management team and field personnel, proudly submits this proposal to The County of Saline, Arkansas, and the Saline County EMS Board.

Since 1967, cities and counties across Arkansas, Oklahoma, Louisiana, Mississippi, and Pennsylvania have trusted Pafford to provide high-quality pre-hospital care to their residents. Currently, Pafford provides ambulance services across 80 markets spanning five states and the territory of the Virgin Islands. Throughout this multi-state service area, Pafford responds to nearly 200,000 requests for ambulance services annually. Pafford has provided 9-1-1 and inter-facility ambulance service to Arkansas communities since our inception, and in that time we have become a trusted provider to the many Arkansas communities we serve.

We would appreciate and value the opportunity to give an oral presentation so that we can provide further information and clarification of our written response. This would allow the EMS Board to ask further questions regarding the services Pafford would offer the residents of Saline County.

Pafford is a financially vibrant company with the experience, resources, and capabilities of assuming all operational aspects of EMS throughout the county.

Pafford has a long successful history of operating high-performance ambulance services across a multi-state operational area because we listen to and address the unique needs and desires of each community. Pafford prides itself on being an integral part of the communities we serve. We recognize that most encounters that residents have with emergency medical services are at their worst times of need. Giving residents comfort in knowing we are there to care for their loved ones day-in and day-out, only comes after relationships, trust, and respect are developed and cultivated. As such, we strive to build a foundation of trust throughout the community by reaching out to the community and building relationships before our services are ever needed.

Pafford Medical Services has carefully read and evaluated the RFP for Emergency Medical Services for Saline County, Arkansas. This proposal was developed based on documentation and subsequent amendments provided by the Saline County Purchasing Office on behalf of the Saline County EMS Board. We have carefully reviewed our proposal and considered what would be the best way to provide ambulance service to all of Saline County. The Emergency Operating Area has many distinct differences including metropolitan, rural and remote geography that we agree must have appropriate access to emergency medical services. Our proposal is for the County of Saline and focuses on the communities within the EOA and does not cover other neighboring communities, as we chose to focus on the system at hand.

Pafford Medical Services takes no exceptions to provisions as outlined in the soliciting documents and subsequent amendments.

Proposal

Pafford Medical Services, Inc. is prepared and agrees to provide high-performance emergency medical ground ambulance service under the scope of this contract.

Pafford is licensed by the Arkansas State Department of Health to operate ground ambulance services under the rules and regulations of the State Board of Health.

Pafford proposes providing ambulance service to the entirety of Saline County, with the exception of Hot Springs Village as stipulated in *Section F, Subsection C* of the soliciting documents.

Pafford proposes to provide a fleet of eleven (11) ambulances to Saline County. Additionally, Pafford will provide the county with two (2) non-transport response vehicles and one (1) disaster/ rehab trailer to be utilized under the scope of this contract.

Pafford proposes an ALS EMS Ground Transport Service that incorporates a tiered-response approach to maximize the overall efficiency of the system and maintains vital ALS resources available for high-acuity requests for service. This system will include the provision of eleven (11) ambulances, including eight (8) ALS/ Paramedic ambulances, three (3) Basic Life Support (BLS) ambulances, and two (2) Quick Response ALS/ Paramedic vehicles.

Pafford proposes the following administrative, supervisory, and support staff:

- Operations Manager dedicated to Saline County (1 FTE)
 - Responsible for the administration & operation of this contract
- EMS Supervisor on Duty 24/7 in response capable unit (3 FTE)
 - Responsible for daily shift operations, on-scene supervision, and coordination
- Vehicle/ Logistics Technician (3 FTE)
 - Responsible for vehicle maintenance, daily checks, restocking units

Pafford proposes providing eight (8) ambulances during daytime peak hours and six (6) ambulances during non-peak hours. Pafford will maintain a minimum availability of six (6) transport capable ambulances at all times. We have the capability to adjust the number of ambulances available based on call volume data and direction from the EMS Board. It is imperative the Pafford work closely with all agencies to provide the appropriate number of ambulances in the right locations to meet the expectations of the entire County. We are willing to listen to the EMS Board and further develop a system that meets the needs of all communities within the EOA. Pafford desires to be a good steward of our resources to be a true community partner.

Pafford will purchase the following ambulances and response vehicles for Saline County:

- 8 New Ambulances 2021 or 2022
 - 6 Type 1 (Paramedic-ALS)
 - 2 Type 3 (BLS)
- 2 Remounted Ambulances (Type 1 or 3) 2021 or 2022
 - Maintenance Spares
 - Football Games, Special Events Etc.
- 2 ALS Capable Response Vehicles 2021 or 2022
 - Ford F-250 Truck
 - Ford Explorer
- 1 Ambulance from our existing fleet for a maintenance spare
- 1 Disaster Response/ Firefighter Rehab Trailer

Pafford Medical Services, Inc.

Pafford proposes operating five (5) EMS stations within Saline County. Through our research and analysis of the EOA, we believe it would be advantageous to have the ambulances strategically located throughout the service area to best meet the needs of the community. Five (5) stations and three (3) posting locations would allow Pafford to consistently meet the response times required under this contract.

Pafford proposes two operating plans for review and discussion with the Saline County EMS Board.

- **Community-Based**
 - Pafford owns and operates the EMS station independently of any other public safety entity.
- **Fire Department Based**
 - Pafford partners with career and volunteer fire departments to place ambulances throughout the service area.
 - Pafford also operates independent ambulance stations in addition to the fire department locations.
 - Pafford personnel assigned to fire stations typically work the same shift as the firefighters, allowing the staff to work together as one team during training and requests for service.

Pafford EMS is willing to discuss and negotiate any part of this proposal with the Saline County EMS Board. We desire a relationship that allows us to develop a world-class EMS system for the residents of Saline County.

Subsidy

Pafford in response to this solicitation will not seek a subsidy for services rendered within Saline County. Pafford will charge and collect fees for the services provided by patients and third-party insurance providers.

Pafford will provide an optional ground ambulance membership program.

Dispatch

Pafford desires to establish a contract and working relationship with Saline Emergency Communications (SEC). Pafford, along with SEC will work together to continue dispatch operations locally and enhance the services currently provided.

Pafford utilizes the International Academies of Emergency Dispatch protocols and pre-arrival instructions. Pafford proposes providing training for the current SEC personnel that is in accordance with nationally accepted standards for ambulance dispatch and pre-arrival instructions. Pafford will sponsor an EMD class within Saline County, prior to the commencement of this contract. Pafford will work with SEC to provide QA/QI services for Saline County to ensure standards are maintained.

Pafford currently operates three (3) Public Safety Answering Points (9-1-1 Communications Centers) across our coverage area. These centers, located in Hope, Arkansas; Jackson, Mississippi; and Oklahoma City, Oklahoma provide backup and redundant capabilities for our entire system. Our communications centers are equipped with redundant systems for internet, telephone, power and other required services.

For the Saline County EOA, we will assign a telecommunicator based in our Hope, Arkansas Center to monitor the dispatch of ambulances by Saline Emergency Communications, coordinate non-emergency ambulance requests, and continuously monitor the overall operation in real-time.

Pafford will equip each ambulance with AWIN and VHF Radios for interoperability with Saline County first responder agencies and surrounding mutual aid partners.

Pafford Medical Services, Inc.

We will provide portable radios and pagers so that ambulance staff can easily be notified of calls for service. A base station radio will be located at each station (with battery backup) to alert crews of incoming requests for service.

Pafford has equipped each ambulance with a Sierra Wireless Modem to communicate GPS/ AVL position of the ambulances to the communications center. This device also enables each ambulance to securely transmit patient care reports and communicate with the ZOLL RescueNet dispatch system.

Performance Terms

Pafford Medical Services, Inc. has read and understands the provisions identified in *Section F, Subsection C: Performance Terms*. Pafford takes no exceptions to the provisions as outlined in this section.

Pafford utilizes base rates and itemized charges that are consistent with all applicable rates authorized by, including but not limited to, Medicaid, Medicare, and private insurance providers.

Insurance

Pafford maintains insurance coverage that meets or exceeds those specified in the soliciting document. This includes Commercial General Liability Insurance; Workers Compensation Insurance; Comprehensive Automobile Liability Insurance; Automobile Physical Damage Insurance; and General Comprehensive Liability and Professional Liability Insurance written by companies permitted to write insurance by the State of Arkansas.

Pafford will provide insurance that covers the operation of the ambulance service including an umbrella/excess lines coverage of \$5 Million, naming Saline County EMS Board, and the cities served as an additional insured. At the request of the cities, Pafford will issue additional COIs.

(See Appendix D for Certificate of Insurance)

Performance Security

Pafford understands the importance of a community-based EMS system. In our 54 year history, we have never experienced a failure within any of our communities. We believe our longevity as one of the oldest, largest, and most experienced EMS providers in the State of Arkansas provides the communities we serve stability and assurance that we will always be there when they need us.

Pafford is a financially vibrant organization with a strong financial base. Our financial documents attached in **Appendix G – Financial Documents** demonstrate not only the strength of our company but the strength of every individual department and division within that company. Our main financial institution, Farmers Bank & Trust provides a letter of support and commitment for our expansion into Saline County, it has been attached in **Appendix A - References** for your review.

Over the last ten years, Pafford has been chosen through an RFP process to provide ambulance service to 10 additional communities, our experience allowed us to develop strong local EMS operations, backed with the right equipment, personnel, responsible response times, and financial security for these communities and has been instrumental in our ongoing success.

Financial Strength

Pafford Medical Services Inc., has been providing ambulance services for over 54 years. This longevity has created a solid financial position. Over the years, Pafford Medical Services has experienced linear growth with periods of exponential growth. With each opportunity, our company has created best practices and processes that have made each acquisition a success.

Pafford Medical Services' market base in Arkansas includes 14 service areas, generating a regional EMS service in Southwest Arkansas. This is, in part, made possible by the strength of the financial team, which is made up of a Chief Financial Officer, Certified Public Accountant, Controller, Director of Finance, Chief Accountant, Sr. Accountant, Jr. Accountant, and an accounts payable clerk. Pafford Medical Services also has a robust human resources team and payroll department. This allows the company to take on any size merger or acquisitions with ease. Pafford Medical Services Inc. has partnered with a local bank that provides the immediate cash flow required to perform start-up activities without hesitation. Pafford Medical Services also has several supply partners that allow for immediate equipment needs and supplies. This strength comes from long-standing relationships and is proof that our financial position is stable and ready to take on the Saline County EMS services contract.

Billing Operations

Pafford has billed ambulance calls to government and commercial payers for more than 50 years. We began billing Medicare and other Federal payers at their inception. This longevity has allowed us to become experts in the field of ambulance reimbursement. Our billing operations are located at our Hope, Arkansas headquarters. We employ more than 75 patient accounts professionals within this department. Pafford has become a trusted name in ambulance reimbursement and billing, Pafford also provides these services to other ambulance providers.

Pursuant to Arkansas Code, Title 25, Chapter 19 § 25-19-105 (b) (9) (A), Pafford requests that all financial documents presented herein be deemed confidential. The labeling of this content as confidential information is intended to prevent unauthorized disclosure which may give strategic advantage to other parties.

(See Appendix G - Financial Documents)

Experience

Comparable Services

CANADIAN COUNTY, OKLAHOMA

Canadian County, Oklahoma is situated directly to the west of Oklahoma City, OK and is part of the Oklahoma City Metropolitan Statistical Area. Canadian County encompasses 906 square miles, of which 897 square miles are land.



Contract Date:

2018 - Present (2 Years)

Population:

148,306

Relevant Technologies:

- Stryker Power-Pro & Power-Load
- ZOLL X-Series Cardiac Monitor
- ZOLL Z-Vent
- DefibTech Automated CPR Device
- Laerdal LSU Suction Unit

Total Staff:

53

Governance:

Matt White, Mayor
101 N. Chodaw,
El Reno, OK 73036
405-296-9310

Contract Snapshot:

- Basic & Advanced Life Support
- Critical & Specialty Care Transportation
- Non-Emergent Medical Transportation
- Community Healthcare Services
- Special Event Medicine
- Public Safety Answering Point (PSAP)

2019 Call Statistics

Priority 1: 9478
Priority 2: 1732
Priority 3: 1408
Non-Emergent: 398

2020 Call Statistics

Priority 1: 9520
Priority 2: 1760
Priority 3: 1452
Non-Emergent: 457

Contract Description:

Provides 9-1-1 Emergency Medical Services as well as Non-Emergent Transportation, Fixed-wing Air Ambulance Services, and Regional Disaster Response Services through our nationally recognized Special Operations Response Team

Stations:

Piedmont Station 1
314 Edmond Rd NW,
Piedmont, OK 73078
405-838-1948

El Reno Station 2
301 S. Bickford,
El Reno, OK 73036
405-345-5354

Union City Station 1
675 N. Main Street,
Union City, OK 73090
405-345-5354

El Reno Station 1
2828 S. US-81,
El Reno, OK 73036
405-345-5345

El Reno Station 3
2115 Parkview Drive,
El Reno, OK 73036
405-345-5354

Yukon Station
100 S. Ranchwood
Yukon, OK 73099
405-345-5354

(See Appendix F for Service Area Fact Sheets)

Pafford Medical Services, Inc.

Pafford provides ambulance services to more than 80 communities across our coverage area. These communities include city, county and U.S. territories that we are under direct contract with for Emergency Medical Services.

We have compared Saline County to Canadian County, Oklahoma. Pafford has been the contracted emergency and non-emergency EMS provider for Canadian County and its cities for several years. During our tenure we have met or exceeded response times, received praise from city and county partners, consistently adhered to clinical guidelines, and satisfied operational standards.

On June 15, 2021 our contract was unanimously renewed with City of Yukon, Oklahoma. During this renewal the City Manager praised our organization for the services, provided to their citizens. Pafford serves several other communities of similar size and geography to Saline County.

Business Identity & History

Pafford Medical Services got its start in Magnolia, Arkansas in 1967 and for the past 54 years has been providing high-performance emergency medical services to communities throughout Arkansas.

Today, Pafford Medical Services serves countless communities across five states and the U.S. Virgin Islands. We employ approximately 1700 employees, most of whom work onboard our 175 ambulances, three rotary-wing helicopters, and three fixed-wing aircraft.

For 54 years Pafford has provided ambulance service to communities throughout the multi-state region, with a strong emphasis on hometown values, family, respect, and integrity.

- Pafford is one of the largest providers of Emergency Medical Services in the State of Arkansas, servicing 15.5% of the state by landmass and 15% of the total state population.
- Pafford is an established industry leader in the field of emergency medical services both regionally and nationally.
- Pafford operates over 175 ground ambulances, three aeromedical helicopters and three medically configured airplanes.
- Pafford employs over 1700 clinical and administrative professionals. Most of our workforce deliver front line patient care onboard our ambulances and aircraft.
- Pafford is a financially strong and vibrant organization. We have sufficient capital and financial resources to provide services under the scope of this contract.
- Pafford has operated under the corporations of Pafford Medical Services, Inc.; Pafford Medical Services of Mississippi, Inc.; Pafford EMS of Oklahoma, Inc.; Samaritan Emergency Medical Services. We are commonly known to the communities we serve as "Pafford EMS" or "Pafford Ambulance"
- Pafford is a private, family owned ambulance provider of emergency medical services.

Accreditation & Associations

Pafford's is actively involved in a number of industry specific associations which aim to advocate for and advance emergency services into the future. As a company Pafford is a member of the Arkansas Ambulance Association, American Ambulance Association, Louisiana Ambulance Alliance, Oklahoma Ambulance Association, and Arkansas EMT Association.

Pafford CEO, Jamie Pafford-Gresham, is the Chair of the Government Affairs Committee for the American Ambulance Association as well as the Association's current Secretary. Jamie has recently been appointed to the Arkansas 911 Board by Arkansas Governor, Asa Hutchinson, and was formerly a member and Chairperson for the Arkansas Rural Economic Development Commission.

Pafford Vice President, Ben Gresham, serves on the Arkansas Governor's EMS Advisory Counsel.

Pafford Medical Services, Inc.

Pafford's Arkansas State Director, John Gray, is Past-President of the Arkansas Ambulance Association and a current and active member. John is also an active member of the Governor's Trauma Advisory Council, the Executive Board of The Southwest Arkansas Trauma Advisory Council (SWATRAC), and the Arkansas Hospital Preparedness Board.

Pafford's Public Safety Answering Point, MedCom, is currently in the process of obtaining ACE Accreditation from the International Academies of Emergency Dispatch (IAED).

Pafford encourages its leadership to be involved in proactive organizations and associations which stand to improve the quality of care provided to the communities we serve.

| Executive Team | Role | Industry Experience | Professional Memberships & Associations |
|-----------------------|---------------------------------|---------------------|--|
| Jamie Pafford-Gresham | Chief Executive Officer | 36 Years | American Ambulance Association (AAA): Chair of Government Affairs Committee Arkansas EMT Association (AEMTA) Arkansas Ambulance Association (AAA): Secretary Arkansas 911 Board Arkansas Governor's Advisory Council for EMS |
| Ben Gresham | Vice President | 35 Years | Arkansas Governor's Advisory Council for EMS |
| Clay Hobbs | Chief Operating Officer | 26 Years | Louisiana Ambulance Alliance (LAAA) American Ambulance Association (AAA) Arkansas Ambulance Association (AAA) |
| Tracy Wold | Chief Financial Officer | 29 Years | Louisiana Ambulance Association (LAAA): Treasurer Louisiana Trauma Network: Treasurer |
| Jeff Claybrook | Chief Legal Counsel | 12 Years | Mississippi Bar Association Arkansas Bar Association Association of Air Medical Services (AAMS) |
| Andrew Amante | Chief Strategy Officer | 19 Years | Association of Texas EMS Professionals (ATEMSP) National Emergency Medical Services Management Association (NEMSMA) New Jersey Firemen's Association |
| Michael Seymour, MD | Chief Medical Director | 25 Years | Arkansas EMS Physicians Advisory Board |
| Angle Kidd | Director of Human Resources | 28 Years | Society of Human Resource Management (SHRM) |
| Anthony Stankewitz | Director of Education | 13 Years | Oklahoma Emergency Medical Technician Association (OEMTA) National Association of EMS Educators (NAEMSE) National Association of Emergency Medical Technicians (NAEMT) |
| John Gray | Director of Arkansas Operations | 28 Years | Arkansas Ambulance Association (AAA): Past President Governors Trauma Advisory Council (AR) Arkansas EMT Association (AEMTA) |

Pafford Medical Services, Inc.

Outstanding / Pending Litigation

Pafford maintains a fulltime in-house legal team. Our legal department promptly manages, analyzes, and resolves complex disputes and litigation as they present themselves. Pafford does not foresee any pending litigation affecting our ability to provide services within the scope of this contract.

| Case Name | Date Filed | Status |
|--|------------|---|
| Moore v. Pafford EMS of OK | 7/10/2015 | Settled 6/14/2016 |
| Robert Young v. Pafford EMS of OK | 6/16/2016 | Settled |
| Henry Miller, Jr. v. Pafford Medical Services of Mississippi | 6/27/2016 | Settled 5/25/2017 |
| Milam v. Pafford EMS of OK | 8/25/2016 | Summary Judgment in favor of Pafford upheld by 10th Circuit |
| Danielle Clark v. Pafford Medical Services of Mississippi | 11/7/2016 | Settled 2/8/2017 |
| Samuel Williams v. Pafford | 12/19/2016 | Dismissed |
| Clifford Mackey v. Pafford EMS of OK | 12/22/2016 | Dismissed by Plaintiff 1/25/2017 |
| Karley Williams et al v. Pafford Medical Services | 7/7/2017 | Dismissed |
| Bernitha Calvin-Williams v. Pafford Medical Services of MS | 10/10/2017 | Dismissed 12(b)(6) 11/1/2019 |
| Jasmine Kemp v. Pafford MS | 4/11/2018 | Settled 11/20/2019 |
| Estate of Amanda Stem v. Pafford | 2/13/2019 | Dismissed |
| Larry Carlisle v. Pafford Medical Services, Inc. | 12/2/2019 | Settled 12/21/2020 |
| William Andrews v. Pafford | 6/10/2020 | Answered - Pending |
| Samantha Ray v. Pafford | 7/10/2020 | Answered - Pending |
| Fairman v. Pafford | 3/12/2021 | Answered - Pending |
| Peeples v. Pafford | | Answered - Pending |

Operational Expectations

Staffing & Unit Availability Plan

| Saline County EMS Staffing | | |
|--------------------------------------|-----------|-----------|
| Position | Full-time | Part-time |
| Paramedic | 24 | 6 |
| Emergency Medical Technician | 36 | 8 |
| Support Services (Fleet & Logistics) | 4 | 1 |
| Paramedic Field Supervisor | 3 | |
| Operations Manager | 1 | |

Pafford agrees to provide high-performance services to Saline County by employing, managing, training high-quality professional clinical providers.

Pafford will ensure all field personnel providing services within Saline County are:

- Properly certified and licensed at all times
- Maintain courteous, professional, and safe conduct at all times
- Provided fair and reasonable shift schedules and employment practices
- Provided with all applicable in-service, training and, educational opportunities

Pafford will ensure clinical performance consistent with Arkansas Department of Health (ADH) and Medical Director Standards and will implement reasonable changes as necessary.

Pafford Medical Services, Inc.

| Unit Deployment | | | | | |
|------------------|--------------------------|--------------------------|----------------------------|--------------------------|--------------------------------------|
| | ALS Ambulance 24 Hour | BLS Ambulance 24 Hour | ALS Ambulance Peak Hour | BLS Ambulance 12 Hour | Shift Supervisor Response Vehicle |
| City of Bryant | 2 | | | | |
| City of Benton | 2 | 1 | | 1 | |
| East End | 1 | | | | |
| Post/ Float Unit | | | 1 | | 1 |

Equipment

Pafford Medical Services, Inc. takes no exception to the equipment specifications as outlined in the soliciting document.

Vehicles

Pafford's dedicated Fleet Services division is comprised of professional mechanics and technicians who are certified and licensed to perform maintenance and repair on our fleet of over 175 ambulances. Pafford's Fleet Services consistently and meticulously maintains each company vehicle to the manufacturer's specifications. All Pafford ambulances meet GSA Federal Specification KKK1822. Additionally, all ambulance providing services within the State of Arkansas have been inspected and maintains an Arkansas Department of Health Certification.

For the life of this contract, Pafford will maintain records of work performed, cost related to repairs, and cost analysis where appropriate. All repairs will be performed in accordance with applicable laws, regulations, standards, and ordinances. Pafford EMS will bear the cost to maintain vehicles and equipment under the scope of this contract. Pafford, when possible, will purchase supplies and goods locally.

Pafford ambulances are routinely removed from service for preventative maintenance and re-inspection by our fleet professionals. When this occurs, Pafford will provide a reserve ambulance from our existing fleet of ambulances which are maintained to the same specifications and meet all regulatory and licensing requirements.

Pafford Medical Services agrees to provide all fuel, lubricants, maintenance, repairs, and insurance for all vehicles and equipment under the scope of this contract. Pafford will make every effort to locally source fuel, lubricants, and vehicle maintenance services.

Clinical

Each Pafford ambulance is equipped and stocked in full compliance with the state in which it operates. In addition to those items required by regulation Pafford equips each ambulance with the following equipment. Each piece of equipment is thoroughly inspected and tested prior to deployment in the field. Clinical equipment has been painstakingly researched and evaluated by our clinical team prior to purchase to ensure it meets a practical need while improving patient outcomes or reduce the risk of injury of our employees.

Pafford Medical Services, Inc.

Pafford maintains all equipment to the manufactures specifications. When routine service or repair is required it is performed by technically-qualified vendors or the manufacturer directly.

| ALS Ambulance Equipment | BLS Ambulance Equipment |
|--------------------------------|------------------------------|
| Stryker Stretcher | Stryker Stretcher |
| Stryker Power Load | Stryker Power Load |
| ZOLL X-Series Cardiac Monitor | ZOLL AED Pro |
| ZOLL Z-Ventilator, CPAP, BIPAP | Lucus Mechanical CPR Machine |
| Lucus Mechanical CPR Machine | Laerdal LSU Suction Machine |
| Laerdal LSU Suction Machine | Two Portable Radio |
| EZ IO Drill | |
| IV Pump | |
| Video Laryngoscope | |
| Two Portable Radios | |

Cooperation with Other Agencies

Pafford Medical Services will provide opportunities for ambulance orientation at convenient and centralized locations within the County. Pafford will work with volunteer fire departments to arrange ambulance orientation during their scheduled meetings or training nights.

Pafford will provide tactical standby ambulance service at no charge for police and fire/ rescue events that have a high probability of injury. These situations would include but are not limited to structure fires, hostage situations, execution of high-risk warrants, and other situations as requested by fire or police personnel. Pafford will provide standby services at fire-related incidents and assist with firefighter rehab services when requested.

Pafford will comply and participate with all City and County emergency plans as well as those emergency plans established by Saline Memorial Hospital and other hospitals/healthcare facilities within the county.

Pafford will participate in all emergency drills as requested by allied agencies, cities, and county.

Pafford will replace all disposable medical supplies used by the Police and Fire Departments on ambulance calls within the county on a one-for-one basis with an equal quality product.

Pafford will enter into mutual aid agreements with surrounding ambulance providers. Mutual aid will be initiated during times of disaster; unusually high or unexpected call volume; or when a neighboring ambulance service is closer to a request for emergency medical services. It is our intention to work hand in hand with neighboring ambulance providers.

Pafford will cooperate and work with established air ambulance providers throughout the region. It is our desire to focus on the ground ambulance service within Saline County while strengthening the relationship with existing air ambulance services. At the request of Saline County, Pafford has the capability to provide helicopter air ambulance services if needed or desired under the scope of this contract.

Provisions for Default & Early Terminations

Pafford Medical Services, Inc. has read and understands *section F, subsection J, The Provisions for Default and Early Termination*. Pafford takes no exceptions to the provisions as outlined in this section

Penalties for Failure to Comply

Pafford Medical Services, Inc. has read and understands *Section F, Subsection K, Penalties for Failure to Comply*. Pafford takes no exceptions to the provisions as outlined in this section.

Ground Ambulance Operations

Coverage

Pafford has read and understands *Section F-III, Subsection B: Coverage*. Pafford takes no exceptions to the provisions as outlined in this section.

Response Times

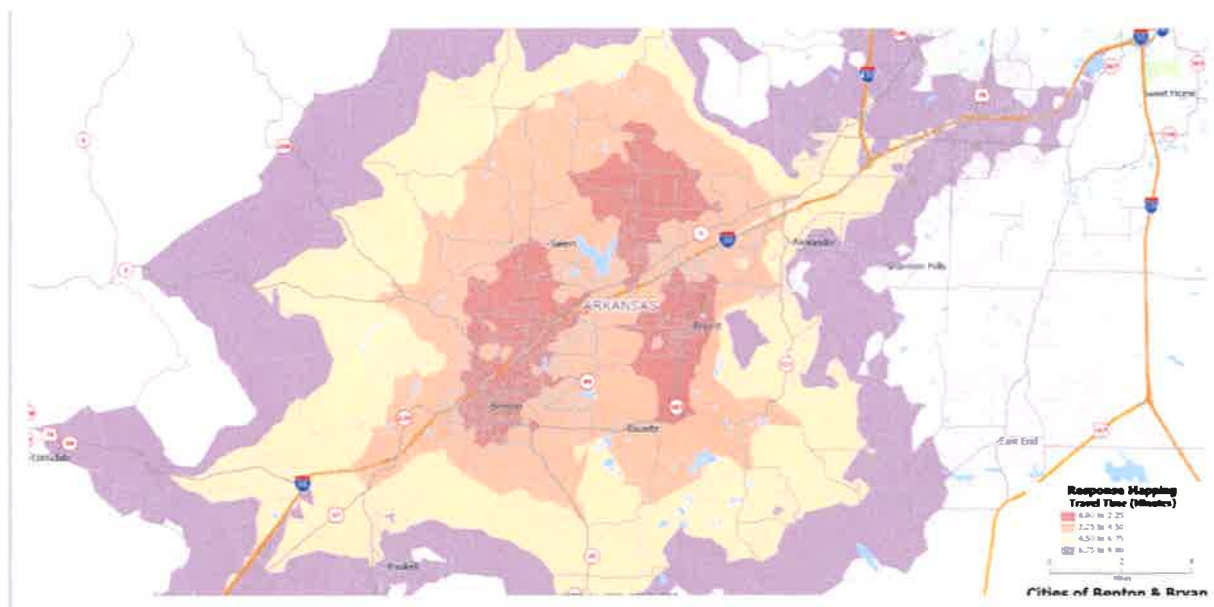
Pafford will place a transport capable ambulance, or quick response vehicle staffed by a licensed paramedic, at the scene of all requests for emergency medical services within the designated response time at a minimum of a ninety percent (90%) rate for all emergency dispatch response requests.

| Cities of Benton & Bryant | | |
|-----------------------------------|----------------------------------|-----------------------|
| Priority 1 | Emergency | 8 minutes 59 seconds |
| Priority 2 | Non-Emergent | 11 minutes 59 seconds |
| Priority 3 | Hospital Transfer (Non-Emergent) | 60 minutes |
| | Hospital Transfer (Emergent) | 30 minutes |
| East End | | |
| Priority 1 | Emergency | 11 minutes 59 seconds |
| Priority 2 | Non-Emergent | 14 minutes 59 seconds |
| County Area | | |
| Priority 1 | Emergency | 14 minutes 59 seconds |
| Priority 2 | Non-Emergent | 19 minutes 59 seconds |
| Remote & Ultra-Rural County Areas | | |
| Priority 1 | Emergency | 24 minutes 59 seconds |

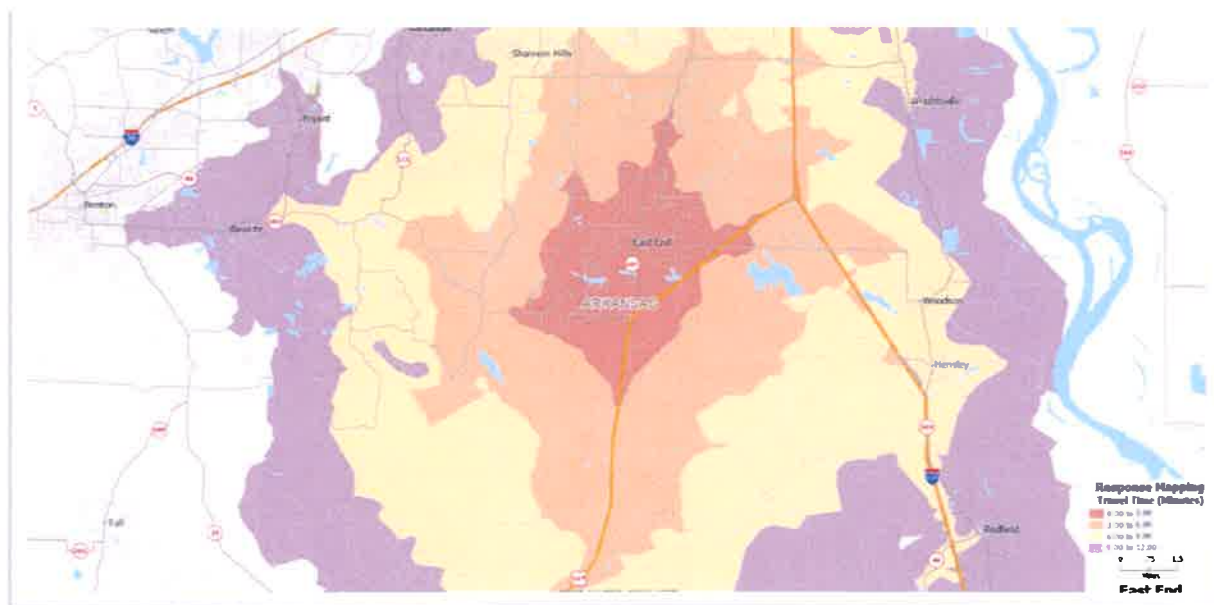
Pafford, in an effort to ensure full transparency, will furnish monthly reports identifying response time compliance and overall system health.

Pafford will provide daily reports to key stakeholders in order to monitor our performance each day. These unaudited reports will be sent digitally at the commencement of each business day. This daily communication concerning the day-to-day operations of the emergency medical services system reflects our desire to be transparent and accountable to the EMS Board.

Response Time Mapping



Based on call volume and response time analytics, Pafford desires to place two (2) stations in each the City of Benton, AR and the City of Bryant, AR. To ensure continuity of operations and limit any potential impediments to the response of an ambulance, Pafford will place stations both on the North and South sides of Interstate-30. (Larger maps may be located in **Appendix I**)



Pafford wishes to locate one (1) station in East End, AR to ensure adequate and equal coverage to the Southern portion of the county. As demonstrated in the Response Mapping, the placement of these resources also provide substantial overlap to maximize efficiency.

Pafford Medical Services, Inc.

Emergency Responses

Pafford understands the importance of Emergency Medical Services to a community. We are patient-centered, clinically precise, and community-focused as we respond to each emergency ambulance call. We will ensure that each city and community within Saline County has proper access to ambulances within appropriate response times. We believe that living in a rural community doesn't mean you should have limited access to advanced pre-hospital care.

Pafford provides rapid response to medical emergencies, with state-of-the-art, lifesaving equipment — providing the best possible outcome during the worst of times. Our paramedics have the best equipment and training to respond to the most complex medical emergency or trauma scenarios.

We have defined and agreed to stringent response times to gauge the effectiveness of our ambulance response system within Saline County.

Pafford agrees to provide emergency ambulance service to all of Saline County with five (5) ambulances stations and three (3) posting locations. Our fleet of ambulances will be distributed across the coverage area to minimize response times to all county residents.

Non-Emergency Responses

Pafford understands the importance of non-emergency or non-priority requests for ambulance service. We will ensure that ambulances are available to respond to and coordinate non-emergent requests for ambulance service.

Pafford has defined transportation coordinators within our communications center that work with patients and healthcare facilities to schedule non-emergency ambulance transportation. In this proposal, Pafford has provided two (2) Basic Life Support (BLS) ambulances that will function in a tiered response to handle non-emergency requests for ambulances service, allowing the Advanced Life Support (ALS) ambulances to remain available for high-priority or life-threatening 9-1-1 calls. In the event that a patient being transported by a BLS ambulance requires a higher level of care, our ALS supervisor response unit can upgrade the unit to ALS.

Calculation of Response Times

Pafford has read and understands *Section F-III, Subsection B: Calculation of Response Times*. Pafford takes no exceptions to the provisions as outlined in this section.

Upgraded & Downgraded Requests

Pafford has read and understands *Section F-III, Subsection B: Upgrade and Downgraded Requests*. Pafford takes no exceptions to the provisions as outlined in this section.

Response Time Exemptions

Pafford has read and understands *Section F-III, Subsection B: Response Time Exemptions*. Pafford takes no exceptions to the provisions as outlined in this section.

Operational Performance Indicators

It is anticipated that performance indicators will evolve with the development and growth of the EMS system in Saline County. Pafford will continuously work to improve the overall health of the system by cyclically evaluating key indicators and making adjustments to the system to ensure clinical superiority. Pafford currently assesses, at a minimum, the following indicators:

Pafford Medical Services, Inc.

- Response Time Performance (fractile) by zone, priority, city, and county-wide
- Scene time and total prehospital time for time-dependent clinical conditions
- Customer Satisfaction
- Complaint Management
- Clinical Care Including Pain Management
- Employee Satisfaction
- Paramedic Skill Retention
- Use of Mutual Aid
- Safety

Pafford considers it important to be engaged with the patients we provide services to, as such Pafford will utilize EMS Survey to monitor patient's satisfaction and perception of care. This will allow us a greater opportunity to engage in and develop a broader and more comprehensive system for quality improvement. This data will be provided to the Saline County EMS Board during established meetings.

(See Appendix H for a compressive list of Key Performance Indicators)

Safety

It is the policy of Pafford to ensure a safe and healthy workplace for all our employees, Pafford recognizes that injury and illness losses are costly and preventable. As such, Pafford has developed and implemented a comprehensive company-wide safety & health program which addresses hazards and risks across all aspects of the organization.

Safety Committee

Pafford has established a formal Safety Committee to assess, mitigate, and manage safety risks. The Safety Committee includes representatives from Pafford's Executive Team as well as employee representatives, who collectively, are responsible for recommending safety and health improvements throughout the workplace. The committee is also responsible for identifying hazards, and unsafe work practices, removing obstacles to incident prevention, and helping the company evaluate the accident and illness prevention program.

Vehicle Operations

Pafford utilizes multiple systems to ensure driver safety and compliance with state and local laws as they pertain to the operation of a motor vehicle. Pafford employees a full-time dedicated team of professionals who assess driver behavior and perform remediation and retraining as necessary.

All vehicle operators at Pafford are required to attend a practical course of study in the safe operations of emergency vehicles and all possess certification as an Emergency Vehicle Operator (CEVO, EVOC, or equivalent)

Each Pafford ambulance is equipped with internal and external cameras systems which monitor driving behavior in an effort to reduce the potential of unnecessary litigation as the result of an accident.

Pafford utilizes Street Eagle technology in all of our ambulances, a system that recognizes whenever any potentially unsafe driving behavior is occurring. The Street Eagle system helps identify excessive use of the brake or gas pedal, hard cornering, or any other anomaly deemed a potential risk. This driving behavior triggers audible signals to the vehicle operator which makes them aware of this behavior. The audible signal brings the driver's attention to the unsafe driving maneuver and also triggers the onboard surveillance system to begin recording the event for later review. Pafford reviews all onboard camera footage daily.

Pafford Medical Services, Inc.

Facility Safety

Pafford has designed and implemented a comprehensive facility safety program that aims to eliminate potential hazards in the workplace. This program is currently in practice in all operations of the company and includes documented quarterly safety inspections and remediation plans. Pafford utilizes these reports to make remedies to hazards that have the potential to cause risk to the safety and health of our employees. Additionally, Pafford utilizes these reports during the purchase of equipment and other occupational hazard controls to be utilized at our facilities. All inspections are based on NIOSH, OSHA, NFPA, and IFC rules and regulations.

Clinical Operations

EMS Medical Director

Pafford's Arkansas State Medical Director will serve as medical director for operations in Saline County. Pafford utilizes local physicians as Medical Directors in an effort to form an integrated plan of providing healthcare service to the county and forms a cohesive and mutually beneficial relationship with the local health system. Pafford will provide medical direction and protocols that meet or exceed Arkansas Department of Health requirements.

Medical Control Board

Pafford has established a Medical Control Board that includes physicians from all of our service areas. These physicians assist us in developing protocols, establishing medical guidelines, and performing quality assurance activities. The Board includes EMS physicians, Board Certified Emergency Room Physicians, Pediatrician, Surgeons, and Primary Care Physicians who aid us in the development of best practices that shape the medical care our paramedics provide.

Clinical Standards

Pafford will utilize our Arkansas State EMS Protocols under the scope of this contract.

Each ambulance will have the equipment to provide mechanical ventilation, CPAP, and BIPAP for pre-hospital and inter-facility transport.

Each advanced life support ambulance will be equipped with medications to include Advanced Cardiac Life Support Medications, Pediatric Advanced Life Support Medications, TXA for victims of major trauma who have or are at risk of severe hemorrhage, and controlled substances for the treatment of seizures as well as pain management. Each medication provided is based on Arkansas State Protocols that are implemented based on evidence-based medicine.

Clinical Performance Indicators

Pafford tracks, trends and analyzes a number of clinical performance indicators as part of a cyclical evaluation of overall system health. Some of the major indicators we assess are:

- Cardiac Arrest
- Trauma Patients Requiring Level 1 & 2 Care
- Pediatric Patients (under 14 years of age)
- Patients requiring the administration of controlled substances (pain management & seizures)
- Patients Requiring Advanced Airway Procedures
 - Intubation
 - CPAP
 - BIPAP

Pafford Medical Services, Inc.

- Cricothyrotomy
- Rapid Sequence Induction (RSI)
- Patients Refusing Treatment or Transport to a hospital

(See **Appendix H** for a compressive list of **Key Performance Indicators**)

Continuous Improvement

Pafford Medical Services has developed and implemented a comprehensive quality management program that incorporates compliance assurance, process measurement and control, and process improvement that is integrated across all our operations. The Pafford Medical Director in collaboration with clinical field providers and management representatives will develop and implement any unique or specific quality monitoring and improvement plan deemed necessary for Saline County.

Pafford maintains a rigid quality assurance and improvement program with a cyclical system of evaluation and mitigation. The clinical performance indicators that are outlined in **Appendix H** clearly drive our continuous improvement activities.

First Responder Continuing Education

The first responders and allied health professionals in our community are one of the most important parts of the EMS system. We want to embrace the career and volunteer fire departments within Saline County and work collaboratively to further benefit the community as a whole.

Pafford will provide each fire department with the following training opportunities, annually. These classes will also be available quarterly in a centralized location for all public safety partners and allied agencies to attend. Pafford will work with department officers to curate additional training to enhance the overall emergency service system offered throughout the County.

| Training Opportunities |
|-------------------------------|
| Healthcare Provider CPR & AED |
| HIPAA Privacy Act |
| Bloodborne Pathogens |
| Ambulance Operations Overview |
| CEVO / EVOC |

Pafford will offer a First Responder and EMT class within the service area, annually. Members of allied agencies throughout the county will be given preference for all educational programs.

Prior to the start of this contract, Pafford will provide a detailed orientation for all first responders. This will allow fire department personnel the opportunity to become familiar with the ambulances and equipment prior to a request for service. Pafford desires an integrated system with the fire departments and allied first responders throughout Saline County and will work closely and collaboratively with their operational leaders to that end.

Basic Resupply

In an effort to enhance interoperability across allied agencies within the County, Pafford Medical Services will provide each fire department within the established service area the following equipment to be utilized on EMS responses:

| Equipment Offered to Fire Departments |
|---|
| ZOLL Automatic External Defibrillator (AED) |
| BLS Jump Bag |
| Oxygen Tank |
| Backboard |
| Mega Mover Soft Stretcher |

This will allow interoperability with the equipment Pafford carries on each ambulance and will permit for a more rapid on-scene one-for-one exchange when necessary. Training will be provided to each department on equipment use and maintenance. Additionally, training will be offered county-wide to all allied agencies prior to the commencement of this contract.

Pafford will replenish all disposable medical supplies used on EMS responses and when the supplies expire, this will be done on a one-for-one basis or as deemed necessary. If a piece of equipment or device is not readily available on the responding / transporting ambulance, a supervisor will arrange for the delivery of the equipment, or the fire department may elect to pick the supplies up at the ambulance station at their convenience.

Pafford will provide and trade out portable oxygen cylinders on a one-for-one basis with departments that require assistance with their oxygen.

Community Outreach

Pafford prides itself on being an integral part of the communities we serve. We recognize that most encounters that residents have with emergency medical services are at their worst times of need. Giving residents comfort in knowing we are there to care for their loved ones day-in and day-out, only comes after relationships, trust, and respect are developed and cultivated. As such, we strive to build a foundation of trust throughout the community by building relationships before our services are required. As we reviewed the letters of recommendation provided to us for this response, it was evident that each respondent recognized our involvement and commitment to their communities.

Pafford will provide the residents of Saline County with conveniently located community CPR and first-aid courses, annually. Additionally, as part of Pafford's commitment to the community, we will offer medical standby services to school sporting events at no charge. As a community partner, we also provide standby services for community events, parades, and celebrations at no charge.

MIH Solutions Center

During the COVID-19 pandemic, it became evident that an additional level of out-of-hospital care was vital to the sustainability of the healthcare system within our communities. Pafford leadership and clinical staff "thought outside of the box" to care for the patients in the most uncertain times.

Pafford operates a medical control center that allows our paramedics to communicate with nurses, nurse practitioners, and physicians in an effort to enhance the care provided to patients at home. Pafford has found that many times our paramedics respond to the home of a patient who has no intention of being transported to a medical facility. It is often the expectation of these patients that our team provides them the care they need on the spot. We recognize that many people in our communities share the desire for treatment-in-place for low-acuity or chronic health issues. For many of

Pafford Medical Services, Inc.

these patients treatment without transport to a health facility is not only the most effective means of receiving care but is also convenient and cost-efficient.

It is because of these patients that Pafford has partnered with Pulsara (a technology platform utilized by the State of Arkansas) to provide voice and video communication between our ambulances and our in-house clinical team. Our nurses and physicians can provide medical direction, guidance, and advice to patients with low-acuity or chronic medical conditions, all while patients remain in the comfort of their own homes. This system also allows for chronically ill, high utilizers of the EMS system to receive case management services that include referrals to community partners such as home health and Meals on Wheels. Due to the unique and intimate nature of our work, first responder agencies are generally the first to notice conditions and situations within a residence which require additional services or referrals to address the health and wellbeing of the resident. As such, Pafford has developed and instituted a comprehensive Mobile Integrated Healthcare system within each of our communities to address these unique needs while ensuring the safety, comfort, and dignity of each resident.

Pafford will soon implement an in-home monitoring system that allows patients with chronic illness to have their blood pressure, pulse oximetry, weight, and blood glucose monitored remotely with that information being provided to our MIH Solutions Center. This same system will allow patients to access our nurses and mid-level providers at the touch of a button, around the clock.

Pafford believes that treatment-in-place for ambulance providers should be a vital part of each community's EMS system. Pafford is actively looking into more opportunities to provide treatment in place and alternate destination opportunities for the patient we serve. We believe the Pafford Mobile Integrated Healthcare (MIH) Solutions Center will be the first of many programs we offer to the communities we serve.