

**AGENDA**  
**Cleburne County Quorum Court**  
**Thursday, May 12, 2022**

**6:00 p.m.**

Cleburne County Court Building  
922 South 9<sup>th</sup> Street  
Heber Springs, AR 72543

1. **Call to Order, Roll Call:**
2. **Reading, Correction, and Disposition of Minutes:**
3. **Report of Treasurer:**
4. **Report of Committees:**
  - a. Ambulance Committee
  - b. Jail Committee
5. **Unfinished Business:**
  - a. None
6. **New Business:**
  - a. Equalization Board Appointees-**Judge Martin**
  - b. Proposed Ordinance No. 2022-Reimbursement for Equipment for Volunteer EMS Service-**JP Blackburn**
  - c. Proposed Ordinance No. 2022-Juvenile Drug Court Grant-**JP Caldwell**
  - d. Proposed Ordinance No. 2022-Jail Healthcare Provider-**JP Malone**
  - e. Proposed Ordinance No. 2022-Termination of Interlocal Dispatch Agreement-**JP Evans**
  - f. Proposed Ordinance No. 2022-Ambulance Service Contract-**JP Foust**
  - g. Proposed Ordinance No. 2022-Appropriate funds for County Wide Ambulance Service-**JP Foust**
7. **Comments from the Public:**
8. **Announcements:**
  - a. Next Regular Quorum Court Meeting Thursday, June 9, 2022.
9. **Adjournment:**

# CLEBURNE COUNTY QUORUM COURT JOURNAL OF PROCEEDINGS

April 14, 2022

The Cleburne County Quorum Court met in regular session in the Cleburne Court Building, 922 South 9<sup>th</sup> Street, Heber Springs, Arkansas. The meeting was called to order at 6:04 p.m. County Judge Karl Martin presided. PRESENT: Hall, Henegar, Caldwell, Blackburn, Malone, Evans, Martin, Foust, Tamburo, Roberts. ABSENT: None. VACANCY: JP 11.

## READING, CORRECTION, AND DISPOSITION OF MINUTES:

Motion was made by JP Caldwell to approve the minutes of the March 10, 2022, regular meeting, seconded by JP Evans. Voice vote, motion carried.

## REPORT OF TREASURER:

Motion was made by JP Martin to accept the Treasurer's report, seconded by JP Blackburn. Voice vote, motion carried.

## REPORT OF COMMITTEES:

**Ambulance:** JP Foust gave a summary of the Ambulance Committee meetings and reported the ambulance committee will proceed with the proposal from Pafford Medical and Judge Martin is to negotiate the contract. The ambulance committee hopes to be prepared to come back with an Ordinance at the next Quorum Court meeting.

**Jail:** JP Evans reported the Jail Committee has not met but plans to move forward in the near future.

## UNFINISHED BUSINESS:

None

## NEW BUSINESS:

Scott Cresswell, Pine Snag Fire Chief, addressed the Court regarding "Early Notification for Natural Disaster" and getting funding applications started for grants to help set up systems to alert the public in the event of a natural disaster.

### **Proposed Ordinance No. 2022-Volunteer EMT Training Reimbursement Proposal**

JP Henegar introduced an Ordinance: **BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF CLEBURNE, STATE OF ARKANSAS; AN ORDINANCE TO BE ENTITLED: "AN ORDINANCE ESTABLISHING RATE OF REIMBURSEMENT FOR EMT TRAINING FOR VOLUNTEER EMS SERVICES"**.

JP Henegar made a motion to suspend the rules and place the Ordinance on the second reading by title only, seconded by JP Roberts. Roll Call was taken. Ayes: Blackburn, Caldwell, Evans, Foust, Hall, Henegar, Malone, Martin, Roberts, Tamburo. Nays: None. JP Henegar read the Ordinance by title only. JP Henegar made a motion to suspend the rules and place the Ordinance on a third and final reading by title only, seconded by JP Roberts. JP Henegar read the Ordinance by title only. Roll Call was taken. Ayes: Blackburn, Caldwell, Evans, Foust, Hall, Henegar, Malone, Martin, Roberts, Tamburo. Nays: None. JP Henegar made a motion to adopt the Ordinance, seconded by JP Roberts. Discussion followed. Roll Call was taken. Ayes: Blackburn, Caldwell, Evans, Foust, Hall, Henegar, Malone, Martin, Roberts, Tamburo. Nays: None.

**Passed and adopted as Ordinance 2022-11.**

### **Proposed Ordinance No. 2022-Volunteer EMT Training Reimbursement Proposal**

JP Henegar introduced an Ordinance: **BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF CLEBURNE, STATE OF ARKANSAS; AN ORDINANCE TO BE ENTITLED: "AN APPROPRIATION ORDINANCE AMENDING ORDINANCE 2021-035 WHICH ADOPTED THE BUDGET FOR THE CALENDAR YEAR 2022 FOR THE PURPOSE OF REIMBURSEMENT FOR EMT TRAINING EXPENSES FOR VOLUNTEER EMS SERVICES"**.

JP Henegar made a motion to adopt the Ordinance, seconded by JP Malone. Roll Call was taken. Ayes: Blackburn, Caldwell, Evans, Foust, Hall, Henegar, Malone, Martin, Roberts, Tamburo. Nays: None.

**Passed and adopted as Ordinance 2022-12.**

**Proposed Ordinance No. 2022-Amend County Matching Funds for Fire Budget**

JP Caldwell introduced an Ordinance: **BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF CLEBURNE, STATE OF ARKANSAS; AN ORDINANCE TO BE ENTITLED: "AN APPROPRIATION ORDINANCE AMENDING ORDINANCE 2021-035 WHICH ADOPTED THE BUDGET FOR THE CALENDAR YEAR 2022 AND/OR OTHER PURPOSES TO AMEND THE COUNTY MATCHING FUNDS FOR FIRE BUDGET"**.

JP Caldwell made a motion to adopt the Ordinance, seconded by JP Martin. Discussion followed. Roll Call was taken. Ayes: Blackburn, Caldwell, Evans, Foust, Hall, Henegar, Malone, Martin, Roberts, Tamburo. Nays: None.

**Passed and adopted as Ordinance 2022-13.**

**Proposed Ordinance No. 2022-Amend 2022 Budget-Extension Service Budget**

JP Caldwell introduced an Ordinance: **BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF CLEBURNE, STATE OF ARKANSAS; AN ORDINANCE TO BE ENTITLED: "AN APPROPRIATION ORDINANCE AMENDING ORDINANCE 2021-035 WHICH ADOPTED THE BUDGET FOR THE CALENDAR YEAR 2022 AND/OR OTHER PURPOSES"**.

JP Caldwell made a motion to adopt the Ordinance, seconded by JP Roberts. Discussion followed. Roll Call was taken. Ayes: Blackburn, Caldwell, Evans, Foust, Hall, Henegar, Malone, Martin, Roberts, Tamburo. Nays: None.

**Passed and adopted as Ordinance 2022-14.**

**Proposed Ordinance No. 2022-Amend 2022 Budget-Cleburne County Courthouse HVAC System**

JP Evans introduced an Ordinance: **BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF CLEBURNE, STATE OF ARKANSAS; AN ORDINANCE TO BE ENTITLED: "AN APPROPRIATION ORDINANCE AMENDING ORDINANCE 2021-035 WHICH ADOPTED THE BUDGET FOR THE CALENDAR YEAR 2022 AND/OR OTHER PURPOSES"**.

JP Evans made a motion to adopt the Ordinance, seconded by JP Roberts. Discussion followed. JP Evans made a motion to amend the ordinance to increase the amount of the Courthouse Maintenance Budget to \$336,389.00 with a change of +\$311,389.00 due to the increase in cost because of the replacement of drainage pipes, seconded by JP Blackburn. Roll Call was taken. Ayes: Blackburn, Caldwell, Evans, Foust, Hall, Henegar, Malone, Martin, Roberts, Tamburo. Nays: None.

JP Evans made a motion to adopt the Ordinance as amended, seconded by JP Blackburn. Roll Call was taken. Ayes: Blackburn, Caldwell, Evans, Foust, Hall, Henegar, Malone, Martin, Roberts, Tamburo. Nays: None

**Passed and adopted as Ordinance 2022-15.**

**COMMENTS FROM THE PUBLIC:**

The court was asked, when choosing an Ambulance Service, to keep in mind the number of dues for different EMS Services that county citizens may pay.

**ANNOUNCEMENTS:**

- Drew Smith, County Attorney, made the statement that because Proposed Ordinance 2022-The Wavebreaker at Eden Isle Marina Privat Club Permit was not an appropriation or emergency ordinance it only needed a simple majority to pass, so with the yeas being 6 and the nays being 5 the proposed ordinance did pass as Ordinance 2022-010 and has been published in the paper.
- Public Meeting scheduled for May 12, 2022, at 5:00 p.m. at the Cleburne County Court Building.
- Ambulance Committee meeting Wednesday, April 20, 2022, at 9:00 a.m.
- Judge Martin reported on the disposal of county property, Order 2022-005.
- The next regular Quorum Court meeting will be held Thursday, May 12, 2022.

**ADJOURNMENT:**

JP Caldwell made a motion to adjourn, seconded by JP Martin. Meeting adjourned at 7:41 p.m.

**ATTESTED:**

\_\_\_\_\_  
Rachelle Evans, Cleburne County Clerk                      Date

Book \_\_\_\_\_ Page (s) \_\_\_\_\_

**PROPOSED ORDINANCE NO. 2022-APPROPRIATION OF MONEY FOR REIMBURSEMENT FOR EQUIPMENT FOR VOLUNTEER EMS SERVICE.**

**BE IT ENACTED BY THE QUORUM COURT OF CLEBURNE COUNTY, STATE OF ARKANSAS; AN ORDINANCE TO BE ENTITLED: "AN APPROPRIATION ORDINANCE FOR THE REIMBURSEMENT FOR VOLUNTEER EMS SERVICE EQUIPMENT."**

**WHEREAS,** The Cleburne County Quorum Court finds it necessary to help offset some of the equipment expenses that the volunteer EMS services often pay for when updating and modernizing equipment; and,

**WHEREAS,** The Cleburne County Quorum Court has previously indicated that it would be receptive to hearing request for the volunteer EMS service equipment reimbursements; and,

**WHEREAS,** the time has come to appropriate money for said reimbursement for volunteer EMS equipment purchases.

**NOW, THEREFORE, BE IT ENACTED BY THE QUORUM COURT OF CLEBURNE COUNTY, ARKANSAS:**

**Section 1.** The Quorum Court hereby approves the reimbursement of funds to the Tumbling Shoals/Ida volunteer EMS service for reimbursement for purchase of a new Auto Cardiopulmonary Resuscitation (CPR) machine in the amount of Six Thousand Fifty Dollars and Forty Cents (\$6,050.40).

**Section 2.** The Quorum Court hereby approves the following appropriation:

**FUND: 1000 County General – EMS Equipment Budget**

LINE ITEM	FROM	TO	CHANGE
1000-0306-3103 Grants-in-Aid	\$0.00	\$6,050.40	+\$6,050.40
<b>TOTAL INCREASE IN EMS EQUIPMENT BUDGET</b>			<b>\$6,050.40</b>

**Section 3.** In the event that any provision of this Ordinance or the application thereof to any person or circumstance is held to be invalid, such invalidity shall not affect the other provisions or applications to this Ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are declared to be severable.

**Section 4.** All Ordinances and parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**PASSED AND ADOPTED** this \_\_\_\_\_<sup>th</sup> day of \_\_\_\_\_ 2022.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Rachelle Evans, Cleburne County Clerk

\_\_\_\_\_  
Karl Martin, Cleburne County Judge

Recorded: Book \_\_\_\_\_ Page(s) \_\_\_\_\_

PROPOSED ORDINANCE NO. 2022-JUVENILE DRUG COURT GRANT

BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF CLEBURNE, STATE OF ARKANSAS; AN ORDINANCE TO BE ENTITLED: "AN APPROPRIATION ORDINANCE AMENDING ORDINANCE NO. 2021-035, WHICH ADOPTED THE BUDGET FOR THE CALENDAR YEAR 2022 AND TO ADD THE JUVENILE DRUG COURT BUDGET."

WHEREAS, the Juvenile Drug Court Grant has been awarded and the 2022 Budget needs to be amended.

NOW, THEREFORE, BE IT ENACTED BY THE QUORUM COURT OF CLEBURNE COUNTY, ARKANSAS:

Section 1. The 2022 Budget shall be amended as follows:

Fund: 3509 Juvenile Drug Court Grant

LINE ITEM	FROM	TO	CHANGE
3509-0414-3007 Drug Testing	\$0.00	\$4,300.00	+\$4,300.00
3509-0414-3100 Other Miscellaneous	\$0.00	\$2,760.00	+\$2,760.00
<b>TOTAL CHANGE IN JUVENILE DRUG COURT GRANT BUDGET</b>			<b>+\$7,060.00</b>

Fund: 3509 Anticipated Revenue

REVENUE CODE	FROM	TO	CHANGE
3509-7010 State Grants	\$0.00	\$7,060.00	+\$7,060.00
<b>TOTAL CHANGE IN ANTICIPATED REVENUE</b>			<b>+\$7,060.00</b>

Section 2. In the event that any provision of this Ordinance or the application thereof to any person or circumstance is held to be invalid, such invalidity shall not affect the other provisions or applications to this Ordinance, which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are declared to be severable.

Section 3. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

PASSED AND ADOPTED this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_ 2022.

ATTEST:

APPROVED:

\_\_\_\_\_  
Rachelle Evans, Cleburne County Clerk

\_\_\_\_\_  
Karl Martin, Cleburne County Judge

Recorded: Book \_\_\_\_ Page(s) \_\_\_\_\_

**PROPOSED ORDINANCE NO. 2022-JAIL HEALTHCARE PROVIDER**

**BE IT ENACTED BY THE QUORUM COURT OF CLEBURNE COUNTY, STATE OF ARKANSAS; AN ORDINANCE TO ENTITLED: “AN ORDINANCE CREATING THE OFFICIAL POSITION OF COUNTY JAIL HEALTHCARE PROVIDER”.**

**WHEREAS**, the County has contracted with an individual health care provider to provide inmate health care in the County Detention Center, and;

**WHEREAS**, the County is a member of the Association of Arkansas Counties Risk Management Fund (“AACRMF”) and is covered by the General Liability Agreement offered by the AACRMF, and;

**WHEREAS**, in order for the independent contractor health care provider to be entitled to a legal defense under the AACRMF General Liability Agreement for covered claims, there must be an ordinance designating the individual health care provider by name.

**NOW THEREFORE, BE IT ENACTED BY THE QUORUM COURT OF CLEBURNE COUNTY, ARKANSAS:**

**Section 1. Position.** Dr. Lee Vaughan and his medical staff are designated as the County Jail Healthcare Provider for the purpose of providing the Sheriff access to inmate healthcare as a part of the Sheriff’s duty to not be deliberately indifferent to the necessary health care needs of jail detainees.

**Section 2. Legal Defense Available.** Legal defense is only available for claims specified by the AACRMF General Liability Agreement in Section 2.2.10, which may be amended from time to time. It is understood that legal defense of a healthcare provider who is an independent contractor of the County does not include indemnification for any finding of liability. The healthcare provider, that is an independent contractor of the County, is responsible for payment of any judgment arising from a matter defended under the AACRMF General Liability Agreement. Further, this Ordinance shall not be construed to create additional obligations on behalf of the County, or AACRMF in regards to claims brought against the County Jail Healthcare Provider.

Having designated the County Jail Healthcare Provider, the named healthcare provider and their employees may be eligible for legal defense under the AACRMF’s General Liability Protection Agreement if they each meet the following conditions:

- a) They shall attend at least one training every calendar year, presented by the AACRMF, on inmate medical care;
- b) They shall provide proof of current licensure status; and
- c) They shall carry and provide proof of their current medical malpractice coverage, which applies to patients at the County Jail and to all matters related to the practice of medicine at the County Jail.

**Section 3. Medical Judgment.** The County Jail Healthcare Provider is an independent professional with specialized knowledge who agrees to use his or her medical judgment and to practice medicine in the County Jail in the same manner as he or she would practice medicine outside the county jail environment.

**Section 4. Contract for Services.** The County Jail Healthcare Provider must enter into a written contract for services with the County. A copy of this executed contract shall be attached hereto and marked as “Exhibit A”.

**Section 5. Invalidity.** In the event that any provision of this Ordinance or the application thereof to any person or circumstance, is held to be invalid, such invalidity shall not affect the other provisions or applications to this Ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are declared to be severable.

**Section 6. Conflicts.** All Ordinances and parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**PROPOSED ORDINANCE NO. 2022-JAIL HEALTHCARE PROVIDER**

**Emergency Clause**

The adoption of this Ordinance is necessary for the proper and efficient administration of the Cleburne County Jail and for the preservation of the health, safety, and welfare of the residents of Cleburne County, Arkansas; therefore, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect immediately upon its passage.

**PASSED AND ADOPTED** this \_\_\_\_\_<sup>th</sup> day of \_\_\_\_\_ 2022.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Rachelle Evans, Cleburne County Clerk

\_\_\_\_\_  
Karl Martin, Cleburne County Judge

Recorded: Book \_\_\_\_\_ Page(s) \_\_\_\_\_

PROPOSED

# Contract for Medical Services for Clebune County Detention Center

THIS AGREEMENT is made and entered into this \_\_\_\_ day of May 2022 by and between **CLEBURNE COUNTY SHERIFF'S OFFICE, ARKANSAS**, hereinafter called The County, and **Dr. G. Lee Vaughn MD**, hereinafter called Contractor, WITNESSETH:

## **1. Contract Term Length and Contract Termination Notification**

The term of this Agreement shall commence of the 1st day of June 1, 2022 and shall end on the 1st day of June 2023.

Clebune County and Contractor specifically reserve the right to cancel this Contract for no reason if either party shall so desire or may cancel upon default by the opposite party. Should either party wish to terminate this Agreement before the one (1) year period the following shall be required: a written notice of early termination delivered to the other party by certified mail at least sixty (60) days in advance of the termination date.

## **2. Standard Contract and Extensions**

The standard contract period is for an initial term of one (1) year with the possibility of one (1) extension, of one (1) year, for a total standard contract duration of two (2) years. Extensions shall strongly consider Contractor performance, but the decision to award an extension will be at the sole discretion of the Clebune County Sheriff's Office.

## **3. Notice on Extension**

The County shall notify the Contractor at least sixty (60) in advance of the end of the initial standard contract period on its decision to award an extension.

## **4. Compensation for Services**

Compensation for Services provided by Contractor in this Agreement will be as follows:

- 1) Clebune County Sheriff's Office will pay to Contractor the rate of Three Thousand Dollars (\$3,000.00) a month as compensation for said services.

## **5. Services to be Provided.**

Dr. G. Lee Vaughan, herein Contractor, shall be the Clebune County Detention Center's primary medical provider and medical services supplier.

## **6. 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 active to cover any medical malpractice claims.

The following coverage will be required:

### **b. Professional Medical Liability**

Including errors and omissions coverage with minimum limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, and an aggregate limit of not less than Three Million Dollars (\$3,000,000.00);

## **7. Severability.**

Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or provision of this Agreement is invalid, the remaining paragraphs and subparagraphs will remain in full force and effect.



**8. Succession.**

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns. However, the County specifically reserves the right to terminate this Agreement/Contract should Contractor sell or attempt to assign this Agreement in any form or fashion to a third party.

**9. Interpretation.**

This Agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

**10. Entire Agreement.**

This Agreement contains the entire agreement of both parties hereto, and no other oral or written agreement shall be binding on the parties hereto. This Agreement supersedes all prior and contemporaneous agreements, contracts and understanding of any kind between the parties relating to the subject matter hereof. This Agreement executed in all or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**11. Notice.**

All notices, requests, demands and other communications required by or permitted hereunder shall be in writing and shall be deemed to have been duly given when received by the party to whom directed; provided, however that notice shall be conclusively deemed given at the time of its deposit in the United States Mail when sent by certified mail postage prepaid, to the other party at the address set forth herein.

Address for Cleburne County: Cleburne County Sheriff's Office  
914 S 9<sup>th</sup> Street  
Heber Springs, AR 72543

Address for Medical Director: Dr. G. Lee Vaughan  
2225 State Hwy 100 W  
Heber Springs, AR 72543

**12. Non-Wavier:**

It is agreed that the failure of County to invoke any of the available remedies under this Agreement or under law in the event of one or more breaches or defaults by Contractor under this Agreement shall not be construed as a waiver of such provisions and conditions and shall not prevent County from invoking such remedies in the event of any future breach default.

**13. Amendment.**

This Contract may be modified only in writing, executed by all parties hereto, and approved by the Quorum Court of Cleburne County.

**WITNESS OUR HANDS AND SEALS on the date forth herein.**

\_\_\_\_\_  
**Chris Brown, Sheriff**

\_\_\_\_\_  
**Dr. G. Lee Vaughan**

**PROPOSED ORDINANCE NO. 2022-TERMINATION OF INTERLOCAL DISPATCH AGREEMENT**

**BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF CLEBURNE, STATE OF ARKANSAS; AN ORDINANCE TO BE ENTITLED: "AN ORDINANCE AUTHORIZING TERMINATION OF THE INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE COUNTY OF CLEBURNE AND THE CITY OF HEBER SPRINGS REGARDING DISPATCHING SERVICES AND CITY PRISONERS HELD IN THE COUNTY JAIL.**

WHEREAS, the County of Cleburne desires to terminate the agreement with the City of Heber Springs regarding dispatching services and the housing of city prisoners in accordance to the terms and conditions contained in the Interlocal Cooperative Agreement.

**NOW, THEREFORE, BE IT ORDAINED BY THE QUORUM COURT OF THE COUNTY OF CLEBURNE, STATE OF ARKANSAS AS FOLLOWS:**

**Section 1.** That pursuant to Paragraph eight (8) of the Interlocal Agreement, either Party may, by majority vote of its respective Governing Body, elect to terminate the Interlocal Agreement. Therefore, the Quorum Court of Cleburne County has elected to exercise that option and cancel the Interlocal Agreement that covers Dispatching Services and City Prisoner Housing while giving the required six (6) months written notice as required by the Interlocal Agreement.

**Section 2.** The County Judge is hereby authorized to issue, on behalf of the County of Cleburne, a termination letter, along with a copy of this executed Ordinance, directing that the County of Cleburne is hereby terminating the Interlocal Cooperative Agreement currently in place with the City of Heber Springs with a termination date of December 31, 2022. This termination date is the expiration date of the Interlocal Agreement as previously agreed by both the County of Cleburne and City of Heber Springs, and the County of Cleburne is formally acknowledging that it elects not to consent or agree to automatic renewal of the Interlocal Agreement.

**Section 3.** That the County Judge is hereby authorized to sign any ancillary documents as necessary to terminate such agreement with the full authority of this Quorum Court.

**Section 4.** That the County Clerk is directed to attest to the County Judge's signature on this Ordinance and all on ancillary documentation as may be necessary to terminate such agreement with the full authority of this Quorum Court.

**Section 5.** That all ordinances or parts of ordinances therefore enacted which are in conflict herewith, are hereby repealed to the extent of such conflict.

**PASSED AND ADOPTED** this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_ 2022.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Rachelle Evans, Cleburne County Clerk

\_\_\_\_\_  
Karl Martin, Cleburne County Judge

Recorded: Book \_\_\_\_\_ Page(s) \_\_\_\_\_

**PROPOSED ORDINANCE NO. 2022-AMBULANCE SERVICE CONTRACT**

**BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF CLEBURNE, STATE OF ARKANSAS; AN ORDINANCE TO BE ENTITLED: “AN ORDINANCE APPROVING THE CONTRACT WITH PAFFORD MEDICAL SERVICES TO PROVIDE FOR AMBULANCE SERVICE THROUGHOUT CLEBURNE COUNTY”.**

**WHEREAS**, the Quorum Court recognizes the importance and the need for an ambulance service to provide emergency services to the residents of Cleburne County;

**WHEREAS**, the Quorum Court wants to authorize the issuance of a ground ambulance transportation service franchise in accordance with A.C.A. 14-266-107; and,

**WHEREAS**, the Quorum Court desires to award Pafford Medical Services this ambulance service contract pursuant to A.C.A. 14-14-802 and 14-266-102.

**NOW THEREFORE, BE IT ENACTED BY THE QUORUM COURT OF CLEBURNE COUNTY, ARKANSAS:**

**Section 1** The Cleburne County Quorum Court has determined that a county wide ambulance service is a current essential need for the residents of Cleburne County. The Cleburne County Quorum Court also determines that given the technical specifications and the medical training required to operate such an ambulance service that ambulance service shall be deemed a professional service in Cleburne County.

**Section 2.** The Cleburne County Quorum Court, by and through the Ambulance Committee, has worked with Pafford Medical Services to reach a final agreement based upon the proposal provided by Pafford Medical Services for ambulance coverage for all areas of Cleburne County, Arkansas, excluding the City of Heber Springs. This agreement is attached to this Ordinance as Exhibit “A” and incorporated herein.

**Section 3.** The Cleburne County Quorum Court held a public meeting on May 12, 2022, at 922 South 9<sup>th</sup> Street, Heber Springs, Arkansas, at 5:00P.M. to allow for public comment on this final agreement with Pafford Medical Services. Additionally, the public was notified in local publications of the date, time, and place of the public meeting.

**Section 4.** The Cleburne County Quorum Court hereby approves the County Judge to sign, execute and approve the Contract, as attached herein as Exhibit “A”, that provides that Pafford Medical Services will provide exclusive emergency ambulance services for all of Cleburne County, Arkansas, excluding the incorporated area of the city of Heber Springs.

**Section 4.** Under A.C.A. §20-13-304, Within ten (10) days after enactment of this Ordinance, a copy of this Ordinance in its entirety shall be published in a newspaper of general circulation in the County.

**Section 5.** Under A.C.A. §20-13-304, this Ordinance shall be subject to referendum which may be exercised in the manner prescribed in the Arkansas Constitution, Amendment 7 and laws enacted pursuant to Arkansas Constitution, Amendment 7, and this Ordinance shall not be effective until the expiration of the time prescribed by the Constitution and laws for the filing of referendum petitions.

**Section 6.** In the event that any provision of this Ordinance or the application thereof to any person or circumstance is held to be invalid, such invalidity shall not affect the other provisions or applications to

**PROPOSED ORDINANCE NO. 2022-AMBULANCE SERVICE CONTRACT**

this Ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are declared to be severable.

**Section 7.** All Ordinances and parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**PASSED AND ADOPTED** this \_\_\_\_\_<sup>th</sup> day of \_\_\_\_\_ 2022.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Rachelle Evans, Cleburne County Clerk

\_\_\_\_\_  
Karl Martin, Cleburne County Judge

Recorded: Book \_\_\_\_\_ Page(s) \_\_\_\_\_

PROPOSED

## AMBULANCE SERVICE AGREEMENT

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

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

NOW, Therefore, THIS AGREEMENT is made and entered into this \_\_\_ day of May, 2022 by and between Pafford Medical Services, Inc., a corporation, and Cleburne County, Arkansas, upon the following terms and conditions, to-wit:

1. That Pafford Medical Services, Inc., hereinafter referred to as "Pafford", is hereby granted an exclusive contract and franchise in accordance with the proposals and agreements herein set forth and that said corporation will duly perform all obligations required of it hereunder. Pafford shall be the sole provider of emergency and non-emergency ambulance transportation in Cleburne County with the exception of Heber Springs. The County, on its part, hereby certifies that all necessary orders and ordinances have been or will be made and entered, in order to effectuate and make this agreement valid in so far as the County is concerned.

2. Term - This contract shall commence on 1 July, 2022 and continue for a period of twelve (12) months, ending 30 June, 2023. This contract shall automatically renew for successive twelve (12) month periods thereafter. Should either party not wish to renew the contract, written notice shall be given to the other party not less than ninety (90) days prior to the expiration of the contract.

a. Ninety (90) days prior to the end of each annual contract the parties shall meet to review the contract, operations, and finances.

3. Cleburne County will pay Pafford an annual subsidy of Two Hundred and Seventy Thousand Dollars and Zero Cents (\$270,000.00) for providing ambulance service in year one (1). Said subsidy shall be paid in monthly installments of Twenty-Two Thousand Five Hundred Dollars and Zero Cents (\$22,500.00), per month, beginning 1 August 2022 and payable on the first day of each month or the next business day should the first day fall on a weekend or holiday.

a. The annual subsidy for years two (2) through year five (5) shall be One Hundred Thousand Dollars and Zero Cents (\$100,000.00), per year, paid in monthly installments.

4. The ambulance service is incorporated under the laws of the state of Arkansas. Principal Officers of the corporation are Jamie Pafford-Gresham, President, and Ben Gresham, Vice President, who will be responsible for the operation of the ambulance service.

5. Cleburne County shall notify Pafford of each 9-1-1 ambulance request within Cleburne County with the exception of those within Heber Springs City limits. Pafford will respond to each 9-1-1 request within Cleburne County with the exception of Heber Springs City limits and provide ambulance service to and from any appropriate destination as the need arises,

and will not discriminate against any person, firm, or corporation by 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 healthcare facility or to the facility of a patient's choice where appropriate, pursuant to state approved protocols.

6. Pafford will develop a response plan and maintain close communication with the volunteer ambulance services located within Cleburne County. In the event a 9-1-1 ambulance request is within the jurisdiction covered by a volunteer ambulance service, Pafford will respond until such time wherein it is canceled by the volunteer ambulance service i.e., in the event advanced life support service is not needed.

7. The ambulance service will participate in all overall Cleburne County and area wide communications plans.

8. Pafford shall be solely responsible for billing, charging, and collecting all fees and charges for the provision of ambulance services and shall receive and retain all fees and charges as described herein.

9. Pafford will offer annual memberships, equal or equivalent to standard ambulance memberships currently in place by Pafford in areas of comparable population, geographical, and annual call volume, to the residents residing within Cleburne County, to assist in offsetting the cost of ambulance service to individual members. Pafford will accept in force Survival Flight memberships for a period of one hundred and twenty (120) days by providing Pafford membership benefits.

10. Pafford will provide and maintain a minimum of two (2) fully equipped and licensed ambulances which shall comply with the requirements of the Arkansas State Department of Health and the State of Arkansas. The ambulances will be equipped and staffed at the Advanced Life Support level. Pafford will provide staffing for these ambulances 24 hours a day, seven (7) days a week. Pafford will provide a spare ambulance from its existing fleet for use when the frontline ambulance is out of service for maintenance, repair, or disaster. At Pafford's sole discretion the ambulances provided may be new or remounted units.

11. Pafford will carry liability insurance on all vehicles operated in the County in the amount not less than One Million Dollars and Zero Cents (\$1,000,000.00) Comprehensive Single Limit. The County shall be notified at least ten (10) days before the cancellation of said policy. Pafford shall be required to carry Comprehensive General Liability Insurance in an amount not less than One Million Dollars and Zero Cents (\$1,000,000.00) Comprehensive Single Limit, and an umbrella policy in an amount not less than Five Million Dollars and Zero Cents (\$5,000,000.00). The Medical Director shall be included in the liability insurance policy. Pafford shall also be required to carry Workers' Compensation Insurance to comply with State statutes. Certificates of Insurance shall be provided to the County within a reasonable time upon request. The County shall be named as an additional insured on Pafford's liability insurance. No changes in coverage or cancellation of coverage shall be effective without prior approval by Cleburne County.

12. Pafford will operate according to all State and Federal regulations and requirements including Federal Wage and Hour Laws and, Pafford will meet all County requirements and policies for the operation of emergency vehicles within Cleburne County, Arkansas, and the State of Arkansas. All State and Federal licenses and permits will be obtained as required. Pafford will furnish a Medical Director at its expense. The Medical Director will provide a set of protocols for all clinical care, dispatchers, and medical care.

13. All vehicles will meet or exceed all State and Federal requirements now in effect or hereafter adopted.

14. Cleburne County will provide parking and storage space for the ambulance units and provide a housing space as determined by the county and utilities for Pafford crews. The County shall have sole discretion in housing location and housing structure within Cleburne County. The County also specifically reserves the right to move or relocate the housing location at any time should the County so determine. County shall be responsible for monthly utilities charge, specifically limited to electric, water, gas, and telephone at housing locations.

15. 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 County any and all debts, liabilities, or obligations incurred by Pafford.

16. FORCE MAJEURE. Neither party shall be liable to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for obligations to make payments to the other party hereunder), 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:

- a) Acts of God;
- b) A natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic;
- c) War, invasion, hostilities, (whether war is declared or not), terrorist threats or act, riot, or some other civil unrest;
- d) Government order or law;
- e) Actions, embargoes or blockades in effect on or after the date of this Agreement;
- f) Action by any governmental authority;
- g) National or regional emergency;
- h) Strikes, labor stoppages or slowdowns or other industrial disturbances; and
- i) 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.

17. Pafford agrees to furnish stand-by coverage for mutually agreed upon special events (dedicated or non-dedicated) requested by the County, fire/law enforcement scenes and training. If the event is a for-profit event Pafford, at its sole discretion, may charge the event organizer for dedicated stand-by coverage our usual and customary hourly standby rate.

18. Pafford will work closely with City, County, and State law enforcement officers, all healthcare facility and nursing home personnel, doctors, City and County officials, etc., and will always strive to project a very favorable image for the County, including vehicles, equipment, and personnel.

19. Pafford will participate in any boards or committees at the discretion and request of the County or the County's representative and will report internal Quality Assurance and Quality Improvement program findings as requested to the County Judge.

20. Pafford will report contract compliance monthly with a verifiable audit trail and summarize yearly to the County. Additionally, Pafford will provide quarterly reports to the County Judge which shall include information on the number of runs, response times, call type analysis, complaint record with resolution, and special activities. Pafford will work directly with designated County officials to assure reports, and their content, meet the County's needs.

21. Any complaints received by County officials will be referred to Jamie Pafford-Gresham, President of Pafford Medical Services, Inc., as well as the designated local manager. Efforts will be made to address these complaints within 10 business days. Emergency complaints shall be dealt with in an immediate manner. Pafford will cooperate with established processes and help create additional processes to participate in medical audits and complaint investigations.

22. Pafford agrees to participate with and respond to regional disaster plans. In the event of a large scale disaster situation Pafford will activate its Special Response Team (SRT) to respond in addition to requesting mutual aid from surrounding ambulance providers.

23. Pafford and Cleburne County each shall hold harmless, indemnify, and defend the other party against all claims and expenses to the extent caused by any act or omission of the indemnifying party, failure to perform, or breach of this agreement with regards to claims or assertions made by third parties. This provision shall include all costs and disbursements, including, without limitation, court costs and attorney fees. This provision shall not limit or prevent Pafford or Cleburne County from any such legal claim as may be warranted from Pafford's or Cleburne County's failure to perform or breach of said agreement with regards to the other.

24. If either party becomes aware of any actual or potential violations by the other party, whether intentional or inadvertent, of any applicable state or federal statutes or regulations, it shall promptly notify the other party in writing.

25. This Agreement may be terminated without cause at any time during the term of this contract by either party by delivery to the other of written notification of its intent to terminate this agreement pursuant to this paragraph. In the event of termination without cause pursuant to



this paragraph, the date of termination shall be ninety (90) days from the date notice is given pursuant to this paragraph.

26. This Agreement may be terminated for cause at any time during the term of this contract by either party by delivery to the other of written notification of intent to terminate, with detailed breakdown of the specified cause therefor. Such notice shall be given at least 30 days prior to the effective date, if possible.

27. Rates and Fees.

a. Disclosure of Fee Schedule. It is the County's desire to provide complete disclosure of all charges and fees associated with the delivery of ambulance services. Pafford shall post its full and complete rate schedule for all services and charges at its business office and on its web page, and shall make it available as a handout to all patients and/or family members.

b. Rate Increases. Pafford may request a rate increase after the initial 12 months of operations. A request for rate increase shall be based on market factors, collection rates, and inflationary impacts in the County area. Requests for rate increases are to be made in writing and approved by the County Quorum Court before implementation or enactment. Any rate structure increase shall be in effect for a minimum of 12 months. In no instance may Pafford request more than one rate increase within any consecutive 12-month period.

c. Initial Rates. Charges for ambulance services shall be based on the rate schedule attached as Appendix "A" to this Agreement.

28. This Agreement, either in part or in whole, shall not be varied, altered, modified, canceled, changed, or in any way amended except by mutual agreement of the parties in a written instrument executed by the parties hereto or their legal representatives.

29. Nothing in this agreement, expressed or implied, is intended to confer upon any person or entity other than Cleburne County and Pafford and the respective successors and assignees of such, any rights, remedies, obligations or legal liabilities whatsoever.

30. Any notice required under this agreement shall be made by certified mail, return receipt requested, to the following address:

If to Cleburne County:  
County Judge  
300 West Main Street  
Heber Springs, AR 712543

If to Pafford:  
Attn: Legal  
P.O. Box 1120  
Hope, AR 71802

31. If any term, or provision of this agreement are to any extent invalid, illegal, or unenforceable in any respect, such term or provision shall be excluded to the extent of such invalidity, illegality, or unenforceability. All other provisions hereof shall remain in full force and effect.

32. This Agreement may not be assigned by Pafford without the express written consent of Cleburne County.

33. This Agreement shall be governed by the laws of the State of Arkansas and venue and jurisdiction for any action construing the terms of this agreement shall lie in the Circuit Court of Cleburne County, Arkansas.

IN WITNESS WHEREOF, this instrument is executed on this \_\_\_ day of May, 2022 for and on behalf of the parties hereto by the duly authorized officer and members of the said parties.

\_\_\_\_\_  
Karl Martin, Cleburne County Judge

\_\_\_\_\_  
Pafford Medical Services, Inc.

PROPOSED

**PROPOSED ORDINANCE NO. 2022-APPROPRIATE FUNDS FOR COUNTY WIDE  
AMBULANCE SERVICE**

**BE IT ENACTED BY THE QUORUM COURT OF THE COUNTY OF CLEBURNE, STATE OF ARKANSAS; AN ORDINANCE TO BE ENTITLED: "AN APPROPRIATION ORDINANCE AMENDING ORDINANCE 2021-035, WHICH ADOPTED THE BUDGET FOR THE CALENDAR YEAR 2022, APPROVING ADDITIONAL FUNDING FROM THE ARPA REVENUE REPLACEMENT FUND FOR COUNTY WIDE AMBULANCE SERVICE.**

**WHEREAS**, the Quorum Court has previously given the authority for the Cleburne County Judge to approve an ambulance contract with Pafford Medical Services, and

**WHEREAS**, the time has come to appropriate those additional funds in order to continue to move forward with said contract that provides for ambulance service to Cleburne County.

**NOW, THEREFORE, BE IT ENACTED BY THE QUORUM COURT OF CLEBURNE COUNTY, ARKANSAS:**

**Section 1.** The Quorum Court hereby approves the following appropriation from the ARPA Revenue Replacement Fund:

**FUND: 1006 ARPA Revenue Replacement Fund**

LINE ITEM	FROM	TO	CHANGE
1006-0301-3009 Other Professional Services	\$0.00	\$135,000.00	+\$135,000.00
<b>TOTAL INCREASE IN ARPA REVENUE REPLACEMENT FUND BUDGET</b>			<b>+\$135,000.00</b>

**Section 2.** In the event that any provision of this Ordinance or the application thereof to any person or circumstance is held to be invalid, such invalidity shall not affect the other provisions or applications to this Ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are declared to be severable.

**Section 3.** All Ordinances and parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**PASSED AND ADOPTED** this \_\_\_\_\_<sup>th</sup> day of \_\_\_\_\_ 2022.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Rachelle Evans, Cleburne County Clerk

\_\_\_\_\_  
Karl Martin, Cleburne County Judge

Recorded: Book \_\_\_\_\_ Page(s) \_\_\_\_\_

**PAFFORD MEDICAL SERVICES  
GENERAL PUBLIC  
RATE AND CHARGE INFORMATION**

<b>HCPCS</b>	<b>ITEM DESCRIPTION</b>	<b>RATE / CHARGE</b>
A0428	BLS Non-Emergency	\$1,000.00
A0429	BLS Emergency	\$1,500.00
A0426	ALS Non-Emergency	\$1,200.00
A0427	ALS Emergency	\$1,500.00
A0433	ALS Level 2	\$1,750.00
A0434	Specialty Care Transport	\$2,000.00
A0425	Mileage (per loaded mile)	\$22.00
A0422	Oxygen	\$60.00

\* - Disposable supplies may be billed separately

**Discover the  
Pafford Difference  
and join the  
Pafford Family  
today!**

**Pafford Medical Services  
ARKANSAS COUNTIES**

*Hempstead  
Howard  
Johnson  
Lee  
Mississippi  
Benton  
Phillips  
Woodruff  
Chicot  
Lafayette  
Little River  
Nevada  
Saline  
Sebastian*

 800.451.8036  
870.777.7660

 [Memberships@Paffordems.com](mailto:Memberships@Paffordems.com)  
[www.paffordems.com](http://www.paffordems.com)

 P.O. BOX 1120  
Hope, AR 71802



**ANNUAL  
AMBULANCE  
MEMBERSHIP**



# WHY DO I NEED A MEMBERSHIP?

As healthcare costs continue to rise, Pafford EMS strives to work with families and communities to keep unexpected costs to a minimum. As we all know, emergencies happen quickly and without warning, but you can plan ahead to ensure quality, professional service with minimal out of pocket expense for your loved ones.



## WHAT IS A MEMBERSHIP?

Ambulance fees can easily exceed the amounts provided by your insurance policy. With a membership, Pafford accepts your insurance as payment in full for covered ambulance services and reduces your non-covered ambulance charges by 50%.



## WHO AND WHAT IS COVERED?

All family members living at home under 25 and all medically necessary ambulance transports to hospitals and skilled nursing facilities in your area.



## WHAT IF I CHOOSE NOT TO JOIN?

Pafford will still provide you and those you love with quality, compassionate care, but you will be responsible for the full cost of any ambulance bill.



For Individuals  
or Families  
per year!

**\$60**

## ARKANSAS GROUND MEMBERSHIP REGISTRATION

BY SIGNING, I AGREE TO THE TERMS AND CONDITIONS OF THE PAFFORD MEMBERSHIP PROGRAM.  
( ) RENEWAL ( ) NEW MEMBER  
MAIL TO P.O. BOX 1120 HOPE, AR 71802

NAME: \_\_\_\_\_ D.O.B.: \_\_\_\_\_ S.S.N.: \_\_\_\_\_  
 SPOUSE: \_\_\_\_\_ D.O.B.: \_\_\_\_\_ S.S.N.: \_\_\_\_\_  
 CHILD(REN) AND D.O.B.: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
 PHONE NUMBER: \_\_\_\_\_  
 SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

MEMBERSHIP IS NON-REFUNDABLE. Membership will take effect 24 hours after purchase and expire on \_\_\_\_\_ each year.  
 MEDICAID RECIPIENTS: I UNDERSTAND THIS IS A VOLUNTARY CONTRIBUTION AND THAT IF UNABLE TO PURCHASE A MEMBERSHIP THAT IT WILL NOT EFFECT MY ABILITY TO RECEIVE AMBULANCE SERVICE TO THE NEAREST MEDICAL FACILITY.