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Via: Email Transmission

To: The Honorable Justices of the Peace, Clark County Quorum Court

CC: The Honorable County Judge Tucker and Todd Turner, County Attorney

From: Winston C. Mathis

Mathis Law Firm

RE: Valor EMS Contract Negotiations and Proposed Ordinance

Justices of the Peace:

Valor believes that it is in its best interest to keep the negotiation process as transparent as possible. We have previously sent out a packet that detailed our rejection of the Judge's previous contract as being predatory and against the express conditions and content of the RFQ. At this time, we continue to negotiate.

During a recent meeting regarding the current contract impasse, it was suggested that approaching the Quorum Court was a futile exercise, asserting that this body "holds no power" over the matter. This is simply not true. This Quorum Court authorized the Request for Qualifications (RFQ) process, and under Arkansas law, the RFQ and Valor's response together constitute the "law" of this procurement. While the Judge has the flexibility to execute the agreement, he possesses no authority to act in direct contradiction to the goals you established in the RFQ. We are asking that you pass an ordinance that requires that Valor's exclusivity is clearly stated and applies to IFTs and Special events. As explained below, it is already clear, but apparently it needs to be expressly stated.

Valor Emergency Medical Services, LLC ("Valor") remains fully committed to fulfilling the unanimous 11-0 mandate of this Court to provide a high-performance, no-subsidy EMS system. However, the administration's current proposals "gut" the economic protections required for Valor to remain viable.

I. The RFQ: The Governing Law of This Procurement

In public procurement, the RFQ and the subsequent response are binding once ratified by the Quorum Court. The RFQ gives directives for the County to ensure "economic efficiency" and to do "everything possible to eliminate the potential for a system failure".

1. **The Single-Provider Mandate:** The RFQ's stated intent is for a "single Firm" to provide EMS to a dedicated Emergency Operating Area (EOA).
2. **The Revenue Mandate:** Because Valor operates without a taxpayer subsidy, the RFQ explicitly provides that compensation is derived from "fee-for-service billings and collections from patients and responsible third parties". It doesn't say some patients or particular third parties, it applies to all patients and third parties in the EOA. The RFQ specifically mentions only one other stream of income and that is for the governmental entities to subsidize Valor. We seek no subsidies, just the promises contained in the RFQ that we had the winning bid on.
3. **Express Inclusion of IFTs:** The RFQ does not limit itself to 911 calls; it specifically required bidders to document their experience and volume for "emergency, non-emergency, interfacility, etc.".
4. **Exclusivity Contemplated:** While the RFQ states the County makes no "guarantee of future business volume," it does so specifically within the context of describing the "exclusive operating area" offered to the Firm. This language acknowledges that while volume fluctuates, the *right* to those calls within the EOA belongs to the franchised provider. And better yet it directly mentions facility transfers and special events when claiming the county cannot guarantee a certain volume of these types of calls to the Firm. Why would this even be mentioned if it was not part of the RFQ as we maintain?

II. The Statutory Mandate for Economic Stability

1. It is further legislatively determined by the State of Arkansas, that emergency medical services and ambulance operations, when subjected to competitive practices of multiple companies simultaneously serving the same city or with respect to the unincorporated areas of the county, operate under precarious financial conditions and that this type of competition is harmful to the health, safety, and welfare of residents of the state. Ark. Code Ann. § 14-266-102 (West)

2. **Regulatory Parity:** The County has the same authority to regulate non-emergency inter-facility transfers (IFTs) as it does emergency calls.
3. **The Hospital Mandate:** Under A.C.A. § 14-266-1059(a)(5)(B)(ii), if a medical facility does not operate its own EMS, the patient "shall be transported by the emergency medical service provided by the city or county in which the medical facility is located". Our contract must clearly reflect this statutory protection to maintain Valor's viability.

III. Resolution of the Dispatch Billing Dispute

Valor has placed the \$6,000.00 dispatch invoice in trust. This bill represents a significant "Illegal Exaction" risk for the County:

1. **Lack of Authority:** There is currently no ordinance or written agreement authorizing this \$15.00-per-call fee.
2. **Timeline Conflict:** The 911 Committee's own proposal recommended a start date of January 1, 2026. A bill for services in 2025 is a direct violation of the County's own stated timeline. I have included that proposal as an attachment for clarity.

IV. Conclusion

Valor has already conceded to the administration's interpretation of executive authority by recognizing the County Judge and the Mayors can declare a default, including the 10-day cure period for default. We now ask only that the County show the same level of strictness in honoring the RFQ's economic protections. To that end, we are providing an Ordinance that clarifies the RFQ to specifically state that Valor has:

1. **Exclusivity:** Interpreted consistently with the RFQ's single-provider EOA structure.
2. **Inter-Facility Transfers:** Ensuring that the income from "responsible third parties" promised by the RFQ is protected from outside "cherry-picking".
3. **Special Events/Standbys:** We need specific language, not to change the RFQ, but to guarantee exclusivity in respect to special events by Valor or their properly appointed designee if the help is needed to ensure the safety of the citizen of Clark County.

We remain open to meaningful negotiations and sincerely hope to resolve these issues with the County Judge and County Attorney before the Quorum Court meeting on the second Monday in March.

However, we realize that by issuing this informative document to keep you involved and informed, that may indeed interfere with the negotiation process. But the stark fact is that Valor

cannot continue to operate in a legal and financial vacuum that ignores the very bid specifications it relied on when placing the winning bid.

We look forward to establishing the stable, first-rate EMS framework that the citizens of Clark County deserve.

Attached are the proposed **ordinance, timeline, and the dispatch proposal** for clarity. Please feel free to contact us with any questions. Right now, as it stands, with no contract or with the contract offered by the County Judge we assure you that this will result in the system failure the RFQ is expressly designed to prevent. And upon which we relied when placing the winning bid.

Sincerely,

Winston C. Mathis

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