

STATE OF ARKANSAS  
OFFICE OF THE PROSECUTOR

Deputy Prosecuting Attorneys:  
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Arkadelphia, Arkansas 71923  
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DAN TURNER  
Prosecuting Attorney

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February 24, 2026

Clint Mathis  
402 Main Street  
Arkadelphia, AR 71923

[mathislawfirm@gmail.com](mailto:mathislawfirm@gmail.com)

Dear Clint:

Judge Tucker has forwarded me several letters and a proposed Ordinance relating to the ambulance franchise.

On February 9, after you and your client met with Judge Tucker and me, the County sent a proposed agreement which had been approved by the Judge and which was consistent with the provisions in the RFQs. I am attaching that as Item 1 to this letter. This draft adopted Valor's suggestions regarding the term and exclusivity of the franchise. The draft did not include Valor's suggested emergency response times based on fire districts because those were not mentioned in the RFQs nor in Valor's Responses to RFQs.

If Valor believes that there are other items which were included in the RFQs, or in Valor's Responses to RFQs, which need to be included in this agreement, please let us know and identify the specific reference in the RFQs so that Judge Tucker can consider that.

You have requested that the franchise include specific requirements involving hospital transports. However, the initial contract *drafted by Valor* did not contain such terms. I am attaching that as Item 2 to this letter. Valor's initial contract stated as follows:

Interfacility Transfers: Hospitals and other healthcare facilities may arrange interfacility or non-emergency transports with other licensed providers in accordance with state and federal law.

Since the RFQs did not address interfacility transfers, those were not mentioned in the draft approved by the Judge which we provided to you after our February 9 meeting. However, per Valor's request, the draft reflected that the franchise was exclusive to Valor and was being granted pursuant to Ark. Code Ann. § 14-266-105. As you know, § 14-266-105 allows that cities and counties can contract with ambulance companies for emergency medical services. That statute also says that counties and cities *may* regulate patient transports *within the regulating city*.

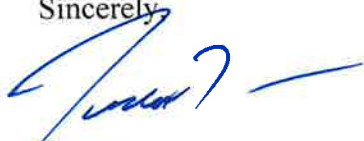
The County's RFQs were specifically for emergency medical services but did not contain any information about the regulation of hospital transports. The franchise agreement we have proposed (just like the original agreement that was drafted by Valor) contains signature lines for approval by the Mayors of the respective cities. The only hospital in the county is located within the City of Arkadelphia. If Valor wants a franchise agreement to govern patient transports, then under Ark. Code Ann. § 14-266-105, we believe Valor should discuss that issue with the respective officials from the City of Arkadelphia.

Meanwhile, Judge Tucker believes that the County's most recent franchise agreement is consistent with the RFQs and he stands ready to sign it.

Finally, as I told you during our meeting, I believe that Valor should contact the 911 Board to obtain a resolution on the dispatching fees. As we discussed during our meeting, it is my understanding that Valor and the Board entered into a verbal agreement regarding dispatching fees and that, in my opinion, would not in any way constitute an illegal exaction.

I appreciate your client taking time to visit with the Judge and we look forward to executing the written franchise agreement.

Sincerely,



Todd Turner  
TT/jnl

Encl.

cc: Judge Troy Tucker  
Dan Turner  
Clark County JPs

ITEM 1

CONTRACT FOR AMBULANCE  
SERVICES IN CLARK COUNTY  
AND THE RESPECTIVE CITIES

This Agreement made and entered into effective as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Clark County, Arkansas, (the County), and the Respective Cities of Arkadelphia, Gurdon, Caddo Valley, and Amity Arkansas (the CITIES), hereinafter referred to as the GOVERNING BODIES and Valor Emergency Medical Services, LLC (hereinafter referred to as "Valor EMS") now WITNESSETH:

**WHEREAS**, the GOVERNING BODIES, in the exercise of its authority to protect the health, safety and welfare of the inhabitants of Clark County, Arkansas considers the providing of affordable and reliable advanced life support and ambulance service to be within the scope of its authority; and

**WHEREAS**, Valor EMS is an ambulance service incorporated under the laws of the State of Arkansas and licensed by the Arkansas Department of Health;

**WHEREAS**, the County issued Requests for Qualifications (RFQs) for emergency Medical Services on July 18, 2025;

**WHEREAS**, Valor EMS submitted responses to the RFQs; and

**WHEREAS**, the GOVERNING BODIES and Valor EMS wish to enter into a binding agreement for ambulance service in Clark County, Arkansas.

**NOW THEREFORE**, for and in consideration of the covenants and other considerations and agreements stated herein, the parties agree that the RFQs and Valor EMS's responses to RFQs are hereby incorporated by reference and further agree as follows:

- 1. GRANT OF FRANCHISE.** The GOVERNING BODIES hereby grant to Valor EMS the franchise and exclusive privilege of operating and maintaining an Advanced Life Support ambulance service in and through, and over all roads, streets, avenues, alleys, sidewalks, and public grounds of Clark County, and Valor EMS is hereby granted the right to ingress and egress thereon for the purpose of aforesaid during the term of this franchise. This franchise will begin at 12:00 a.m. on October 1, 2025, and will end at 11:59 p.m. on September 30, 2028. This Agreement shall be for a fixed term of three (3) years as provided in the Request for Qualifications ("RFQ"). Any

renewal or extension shall require affirmative approval by the governing bodies in accordance with the RFQs. Should either Party not wish to renew the Agreement, written notice shall be given to the other Party not less than ninety (90) days prior to the expiration to the then existing Term, subject to annual appropriation by the GOVERNING BODIES.

2. **EXCLUSIVE NATURE OF AGREEMENT.** Pursuant to the grant of authority pursuant to Ark. Code Ann. § 14-266-105, the GOVERNING BODIES agree that this Agreement is exclusive to Valor EMS and the GOVERNING BODIES will not contract these services with any other contractors for the duration of the period of Agreement.
3. **SERVICES:** Valor EMS agrees to provide emergency medical services to all residents of Clark County, adhering to and meeting the criteria listed herein.
4. **MUTUAL AID:** Valor EMS will make every effort to maintain backfill (mutual aid) agreements with the surrounding counties' ambulance services as required by Arkansas EMS Rules as governed by the Arkansas Department of Health. Such agreements shall help provide support during times of peaked demand or disaster. Likewise, Valor EMS may make its local resources available in reciprocity to backfill partners if available.
5. **STAFFING:** Valor EMS agrees to provide ambulance services with a minimum of one (1) paramedic ambulance staffed twenty-four (24) hours a day based in Gurdon, AR as well as two (2) paramedic ambulances staffed twenty-four (24) hours a day based in Arkadelphia, AR.
6. **RESPONSE TIME STANDARDS:** Valor EMS understands that the County and Respective Cities have set forth a requirement for all emergency responses to have an ALS equipped ambulance on-scene within the designated response time not less than 90% of the time. This will be measured and tracked.

Below is a list of projected, reasonable, and safely obtainable response times to each respective City. These times are listed from shortest response resource location first, followed by the next closest response location within the county, in the event that the closest resource is already committed to a response at the time of the request.

Response time compliance shall be measured, reported, and enforced in accordance with the response-time methodology, reporting requirements, and remedies set forth in Valor EMS' response to RFQs, which are incorporated herein by reference. In addition to the reporting requirements set forth herein, Valor EMS shall comply with all reporting, documentation, and compliance requirements specified in the RFQ, which are incorporated by reference as if fully

set forth.

#### EMERGENCY RESPONSES

Amity - 35 minutes (Arkadelphia)/ 42 minutes (Gurdon)  
Arkadelphia - 9 minutes (Arkadelphia)/23 minutes (Gurdon)  
Caddo Valley - 11 minutes (Arkadelphia)/22 minutes (Gurdon)  
Gum Springs - 12 minutes (Arkadelphia)/ 15 minutes (Gurdon)  
Gurdon - 7 minutes (Gurdon)/23 minutes (Arkadelphia)  
Okolona - 22 minutes (Gurdon)/31 minutes (Arkadelphia)  
Whelen Springs - 12 minutes (Gurdon)/ 32 minutes (Arkadelphia)

#### NON-EMERGENCY RESPONSES

Amity - 40 minutes (Arkadelphia)/ 50 minutes (Gurdon)  
Arkadelphia - 10 minutes (Arkadelphia)/25 minutes (Gurdon)  
Caddo Valley - 17 minutes (Arkadelphia)/27 minutes (Gurdon)  
Gum Springs - 17 minutes (Arkadelphia)/ 17 minutes (Gurdon)  
Gurdon - 9 minutes (Gurdon)/ 27 minutes (Arkadelphia)  
Okolona - 27 minutes (Gurdon)/ 37 minutes (Arkadelphia)  
Whelen Springs - 14 minutes (Gurdon)/37 minutes (Arkadelphia)

Response time standards shall not apply during periods of inclement weather, natural disasters, hazardous road conditions, mass casualty incidents, or other circumstances beyond the reasonable control of Valor EMS that may affect the safety of personnel or the public

- 7. EQUIPMENT AND VEHICLES:** Valor EMS agrees to maintain the ambulance vehicles in good working condition and to provide all necessary and needed supplies for the ambulance vehicles operations. Backup vehicles will be supplied for the occasion of a frontline vehicle suffering a mechanical failure or that is out of service for scheduled maintenance or in the event of an unforeseen circumstance (example: Multiple Casualty Incident or natural disaster) off-duty personnel can respond to the base of operations to staff another ambulance. Valor EMS will ensure the staffing of all ambulances with efficient, competent, and qualified personnel that are both National Registry Certified and Arkansas Licensed and will maintain continued education standards. Ambulances will be equipped and stocked to meet or exceed all requirements of the

Arkansas Department of Health. All ambulances will be equipped with VHF/Digital radios and 800 radios that are programmed with Clark County law enforcement and fire department frequencies.

8. **PHONE ACCESS AND 9-1-1 SERVICES:** In addition to the County's 9-1-1 service line, Valor EMS has contracted LifeNet to provide qualified Emergency Medical Dispatching Services until November 2026, at which time Valor will have adequate staffing and training to take over call-taking/ dispatch and Data/ CAD integration responsibilities or will continue the Dispatch Contract with an outside service provider that had trained Emergency Medical Dispatchers in place.
9. **MEDICAL DIRECTOR.** Valor EMS has and will maintain a qualified Medical Director for Emergency Medical Services with the following qualifications, currently Dr. Sangeeth Samuel from the ER department at Baptist Medical Center in Arkadelphia who oversees protocol approval, QA, and continuing education. Should he be replaced, notice will be given to the governing bodies within ten (10) business days.
  - A. State of Arkansas licensed physician
  - B. Maintains current American Heart Association Advanced Cardiac Life Support (ACLS) certification
10. **LICENSES AND FEES.** Valor EMS agrees to obtain all licenses required with respect to the providing of ambulance services to be performed hereunder and to pay all fees and charges in connection therewith or otherwise which are, or may be, lawfully demanded or required by any governmental authority and to pay all license fees, insurance and/or workers' compensation for its employees or occupational tax as required.
11. **RULES AND LAWS:** The ambulance service shall be operated in conformity to the EMS Rules and Regulations as promulgated by the Arkansas Department of Health, as they currently exist and as they may be amended from time to time. Valor EMS agrees to abide by all laws of the State of Arkansas and shall maintain strict compliance with all State and Federal regulations. In addition, Valor EMS will meet all federal safety and OSHA standards to ensure a safe working environment for its employees. The term COMPLIANCE includes the legal process, administrative process, and any other related appeals or hearings which will decide the issue of compliance.
12. **INDEMNIFICATION.** It is distinctly understood and agreed between the parties hereto that Valor

EMS shall be solely responsible for and shall protect and indemnify and hold harmless the GOVERNING BODIES against any loss or liability solely caused by the negligence; of Valor EMS or anyone directly employed by Valor EMS. ABSENT ANY ACT ON THE PART OF THE GOVERNING BODIES that give rise to any course of action.

**13. QUARTERLY REPORT.** Valor EMS will provide the GOVERNING BODIES and any associated partners a quarterly report of their operations to the GOVERNING BODIES, to be reported to the Quorum Court by 30 days after the quarter ends. This report shall include

- a. response times,
  - i. Call Processing time (Dispatch)
  - ii. Unit Turnout Time (how fast the crew mobilizes)
  - iii. Travel Time –(how long it takes to get to the scene once the crew is mobilized)
  - iv. Travel Distance
- b. number of 911 responses, (fractiles by priority/ zone)
- c. and number of IFT (transfers) responses.
- d. Mutal Aid in/ out
- e. Cancellations

**14. WAIVER.** The waiving of any one or more of the covenants on the part of either party herein contained shall be limited to the particular incident and shall not be deemed a waiver of any other breaches or covenants.

**15. PATIENT CHARGES:** Valor EMS agrees that the GOVERNING BODIES assumes no liability or obligation whatsoever of any nature to Valor EMS for patient charges. Billing for all charges will be the responsibility of Valor EMS. Valor EMS agrees to provide emergency ambulance service to all residents of Clark County without regard to ability to pay.

**16. SUBSIDIES:** At any point in time if the parties agree in writing that a subsidized payment for services is required, any such subsidy shall be **approved by ordinance or resolution and appropriated by the Governing Bodies.** Valor EMS shall obtain and maintain an annually renewable performance bond or cash escrow in the amount of Two Hundred Fifty Thousand Dollars (\$250,0000.00) as required by the RFQ, to secure performance and continuity of service.

**17. TAXES AND FEES:** The GOVERNING BODIES shall not be responsible for the direct payment of any of the expenses of the operation of the ambulance service. including, but not

limited to, employee expenses, maintenance and repair of vehicles, insurance, equipment, supplies, federal and local taxes, sales tax, social security taxes and other taxes or fees.

- 18. RECORD KEEPING.** Valor EMS shall maintain all patient care records and documents as required by law including billing rates currently in effect and a record of all ambulance services given in Clark County.
- 19. LIABILITY INSURANCE.** Valor EMS shall maintain general liability insurance coverage in the amount of not less than two million dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) aggregate bodily injury. Valor EMS shall maintain a policy of Professional Liability insurance for Emergency Medical providers in an amount not less than \$2,000,000 per incident while providing ambulance service in the County. Valor EMS will provide an annual Certificate of Insurance upon renewal of each policy,
- 20. MEMBERSHIPS.** The GOVERNING BODIES agree to allow Valor EMS the option to sell annual ambulance memberships to residents of the county to help offset the out-of-pocket expenses to the patient after a medical incident.
- 21. DEFAULT.** If Valor EMS fails to perform the services which it is obligated to perform hereunder or shall violate any material provision which jeopardizes the health, safety, or welfare of the residents in this service area of this agreement, Valor EMS shall be in default. If Valor EMS' financial condition, managerial situation, operating condition, staffing situation or equipment or supplies condition shall become such that it poses a threat to the health and safety of the inhabitants of the service area, Valor EMS shall be deemed in default. Determination of default will be the responsibility of the Clark County Judge and the Mayors of the Respective Cities. Valor EMS will be notified in writing if a default exists and will be given 10 working days to correct. Failure to correct the default will be considered a breach of contract, subject to early termination of the contract.
- Defaults, performance deficiencies, and corrective actions shall be determined using the performance standards, chronic failure definitions, and remedial framework established in the RFQ, which are incorporated herein by reference.
- 22. SUCCESSORS BOUND.** This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors and assigns.
- 23. AMENDMENT.** This Agreement may be amended only by an instrument in writing executed by all parties hereto.

- 24. ENTIRE AGREEMENT.** This Agreement and the exhibits, schedules, certificates, instruments, and other documents referred to herein constitute the entire agreement of the parties hereto and supersede all prior understandings with respect to the subject matter hereof and thereof. The RFQ is incorporated herein by reference as if set forth word for word. If any portion of this contract conflicts with the RFQ, the terms in the RFQ govern.
- 25. MULTIPLE COUNTERPARTS AND FACSIMILE EXECUTION.** This Agreement may be executed in multiple parts, each of which shall be deemed an original, but all of which shall constitute the same instrument. In addition, this Agreement may be executed by facsimile signature with the original signature to be provided immediately thereafter.
- 26. GOVERNING LAW.** This Agreement shall be construed and enforced under and in accordance with and governed by the laws of the State of Arkansas.
- 27. SEVERABILITY.** In the event any part, term, clause, section or provision of this Agreement shall contravene or be invalid under the laws of the particular jurisdiction where used, construed or enforced, such contravention or invalidity shall not in validate the whole Agreement, but instead this Agreement shall be construed as if not containing the particular provision or provisions held to be invalid in the particular jurisdiction, and the rights of the parties hereto shall be construed and enforced accordingly.
- 28. THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT** between the parties hereto and there are no representations, warranties, covenants, or understandings other than those expressed in the written documents referred to herein. This agreement may not be changed orally and any change, addition, modification, or waiver of any of the provisions of this agreement must be in writing, signed by the party against whom enforcement of any change addition or modification is sought.

IN WITNESS WHEREOF, this Agreement is executed on the \_\_\_\_\_ day of \_\_\_\_\_

**VALOR EMERGENCY MEDICAL SERVICES, LLC**

By: \_\_\_\_\_

John Windham, Owner & CEO

## CLARK COUNTY

By: \_\_\_\_\_

Troy Tucker, County Judge

## CITY OF ARKADELPHIA, ARKANSAS

By: \_\_\_\_\_

Scott Byrd, Mayor

## CITY OF GURDON, ARKANSAS

By: \_\_\_\_\_

Larry Thomerson, Mayor

## CITY OF CADDO VALLEY, ARKANSAS

By: \_\_\_\_\_

Joe Jackson, Mayor

# CITY OF AMITY, ARKANSAS

By: \_\_\_\_\_

John McAnnally, Mayor

Each City and the County shall attach, as Exhibit A, the ordinance, order or resolution authorizing execution of this Agreement.

3rd Draft 2/19/2026

**CONTRACT FOR  
AMBULANCE SERVICES IN  
CLARK COUNTY AND THE  
RESPECTIVE CITIES**

This Agreement made and entered into effective as of the 1st day of October, 2025, by and between Clark County, Arkansas, (the County), and the Respective Cities of Arkadelphia, Gurdon, Caddo Valley and Amity Arkansas (the CITIES), hereinafter referred to as the GOVERNING BODIES and Valor Emergency Medical Services, LLC (hereinafter referred to as "Valor EMS") now WITNESSETH:

**WHEREAS**, the GOVERNING BODIES, in the exercise of its authority to protect the health, safety and welfare of the inhabitants of Clark County, Arkansas considers the providing of affordable and reliable advanced life support and ambulance service to be within the scope of its authority; and

**WHEREAS**, Valor EMS is an ambulance service incorporated under the laws of the State of Arkansas and licensed by the Arkansas Department of Health; and

**WHEREAS**, the GOVERNING BODIES and Valor EMS wish to enter into a binding agreement for ambulance service in Clark County, Arkansas.

**NOW THEREFORE**, for and in consideration of the covenants and other considerations and agreements stated herein, the parties agree as follows:

- 1. GRANT OF FRANCHISE.** The GOVERNING BODIES hereby grant to Valor EMS the franchise and exclusive privilege of operating and maintaining an Advanced Life Support ambulance service in and through, and over all roads, streets, avenues, alleys, sidewalks, and public grounds of Clark County, and Valor EMS is hereby granted the right to ingress and egress thereon for the

purpose of aforesaid during the term of this franchise. This franchise will begin at 12:00 a.m. on October 1, 2025, and will end at 11:59 p.m. on September 30, 2028. This Agreement shall automatically renew for successive term(s) of thirty-six (36) months thereafter. Should either Party not wish to renew the Agreement, written notice shall be given to the other Party not less than ninety (90) days prior to the expiration to the then existing Term, subject to annual appropriation by the GOVERNING BODIES.

2. **SERVICES:** Valor EMS agrees to provide emergency medical services to all residents of Clark County, adhering to and meeting the criteria listed herein.
3. **MUTUAL AID:** Valor EMS will make every effort to maintain backfill (mutual aid) agreements with the surrounding counties' ambulance services as required by Arkansas EMS Rules as governed by the Arkansas Department of Health. Such agreements shall help provide support during times of peaked demand or disaster. Likewise, Valor EMS may make its local resources available in reciprocity to backfill partners if available.
4. **STAFFING:** Valor EMS agrees to provide ambulance services with a minimum of one (1) paramedic ambulance staffed twenty-four (24) hours a day based in Gurdon, AR as well as two (2) paramedic ambulances staffed twenty-four (24) hours a day based in Arkadelphia, AR.
5. **RESPONSE TIME STANDARDS:** Valor EMS understands that the County and Respective Cities have set forth a requirement for all emergency responses to have an ALS equipped ambulance on-scene within the designated response time not less than 90% of the time. This will be measured and tracked.

Below is a list of projected, reasonable and safely obtainable response times to each respective City. These times are listed from shortest response resource location first, followed by the next closest response location within the county, in the event that the closest resource is already committed to a response at the time of the request.

#### **EMERGENCY RESPONSES**

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- Arkadelphia - 9 minutes (Arkadelphia)/ 23 minutes (Gurdon)
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Response time standards shall not apply during periods of inclement weather, natural disasters, hazardous road conditions, mass casualty incidents, or other circumstances beyond the reasonable control of Valor EMS that may affect the safety of personnel or the public

6. **EQUIPMENT AND VEHICLES:** Valor EMS agrees to maintain the ambulance vehicles in good working condition and to provide all necessary and needed supplies for the ambulance vehicles operations. Backup vehicles will be supplied for the occasion of a frontline vehicle suffering a mechanical failure or that is out of service for scheduled maintenance or in the event of an unforeseen circumstance (example: Multiple Casualty Incident or natural disaster) off-duty personnel can respond to the base of operations to staff another ambulance. Valor EMS will ensure the staffing of all ambulances with efficient, competent, and qualified personnel that are both National Registry Certified and Arkansas Licensed and will maintain continued education standards. Ambulances will be equipped and stocked to meet or exceed all requirements of the Arkansas Department of Health. All ambulances will be equipped with VHF/Digital radios and 800 radios that are programmed with Clark County law enforcement and fire department frequencies.
7. **PHONE ACCESS AND 9-1-1 SERVICES:** In addition to the County's 9-1-1 service line, Valor EMS shall provide at least one telephone number to receive calls for ambulance service :888-404-0367. Emergency dispatching services shall be provided through the local 9-1-1 PSAP until adequate staffing and training has been obtained by Valor EMS, at which time Valor EMS will take over call-taking/ dispatch and data/ CAD integration responsibilities.

- 8. MEDICAL DIRECTOR.** Valor EMS has and will maintain a qualified Medical Director for Emergency Medical Services with the following qualifications, currently Dr. Sangeeth Samuel from the ER department at Baptist Medical Center in Arkadelphia who oversees protocol approval, QA, and continuing education. Should he be replaced, notice will be given to the governing bodies within ten (10) business days.
- A. State of Arkansas licensed physician
  - B. Maintains current American Heart Association Advanced Cardiac Life Support (ACLS) certification
- 9. LICENSES AND FEES.** Valor EMS agrees to obtain all licenses required with respect to the providing of ambulance services to be performed hereunder and to pay all fees and charges in connection therewith or otherwise which are, or may be, lawfully demanded or required by any governmental authority and to pay all license fees, insurance and/or workers' compensation for its employees or occupational tax as required.
- 10. RULES AND LAWS:** The ambulance service shall be operated in conformity to the EMS Rules and Regulations as promulgated by the Arkansas Department of Health, as they currently exist and as they may be amended from time to time. Valor EMS agrees to abide by all laws of the State of Arkansas and shall maintain strict compliance with all State and Federal regulations. In addition, Valor EMS will meet all federal safety and OSHA standards to ensure a safe working environment for its employees. The term COMPLIANCE includes the legal process, administrative process, and any other related appeals or hearings which will decide the issue of compliance.
- 11. INDEMNIFICATION.** It is distinctly understood and agreed between the parties hereto that Valor EMS shall be solely responsible for and shall protect and indemnify and hold harmless the GOVERNING BODIES against any loss or liability solely caused by the negligence; of Valor EMS or anyone directly employed by Valor EMS. ABSENT ANY ACT ON THE PART OF THE GOVERNING BODIES that give rise to any course of action.
- 12. QUARTERLY REPORT.** Valor EMS will provide the GOVERNING BODIES and any associated partners a quarterly report of their operations to the

GOVERNING BODIES, to be reported to the Quorum Court by 30 days after the quarter ends. This report shall include

- a. response times,
  - i. Call Processing time (Dispatch)
  - ii. Unit Turnout Time (how fast the crew mobilizes)
  - iii. Travel Time –( how long it takes to get to the scene once the crew is mobilized)
  - iv. Travel Distance
- b. number of 911 responses, (fractiles by priority/ zone)
- c. and number of IFT (transfers) responses.
- d. Mutual Aid in/ out
- e. Cancellations

**13. WAIVER.** The waiving of any one or more of the covenants on the part of either party herein contained shall be limited to the particular incident and shall not be deemed a waiver of any other breaches or covenants.

**14. PATIENT CHARGES:** Valor EMS agrees that the GOVERNING BODIES assumes no liability or obligation whatsoever of any nature to Valor EMS for patient charges. Billing for all charges will be the responsibility of Valor EMS. Valor EMS agrees to provide emergency ambulance service to all residents of Clark County without regard to ability to pay.

**15. SUBSIDIES:** At any point in time if the parties agree in writing that a subsidized payment for services is required, any such subsidy shall be approved by ordinance or resolution and appropriated by the Governing Bodies. Valor EMS agrees to obtain and maintain a **performance bond in the amount of any subsidies or other financial obligation assumed by Governing Bodies in the course of carrying out this contract.**

**16. TAXES AND FEES:** The GOVERNING BODIES shall not be responsible for the direct payment of any of the expenses of the operation of the ambulance service, including, but not limited to, employee expenses, maintenance and repair of vehicles, insurance, equipment, supplies, federal and local taxes, sales tax, social security taxes and other taxes or fees.

**17. RECORD KEEPING.** Valor EMS shall maintain all patient care records and

documents as required by law including billing rates currently in effect and a record of all ambulance services given in Clark County.

- 18. LIABILITY INSURANCE.** Valor EMS shall maintain general liability insurance coverage in the amount of not less than two million dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) aggregate bodily injury. Valor EMS shall maintain a policy of Professional Liability insurance for Emergency Medical providers in an amount not less than \$2,000,000 per incident while providing ambulance service in the County. Valor EMS will provide an annual Certificate of Insurance upon renewal of each policy,
- 19. MEMBERSHIPS.** The GOVERNING BODIES agree to allow Valor EMS the option to sell annual ambulance memberships to residents of the county to help offset the out-of-pocket expenses to the patient after a medical incident.
- 20. DEFAULT.** If Valor EMS fails to perform the services which it is obligated to perform hereunder or shall violate any material provision which jeopardizes the health, safety, or welfare of the residents in this service area of this agreement, Valor EMS shall be in default. If Valor EMS' financial condition, managerial situation, operating condition, staffing situation or equipment or supplies condition shall become such that it poses a threat to the health and safety of the inhabitants of the service area, Valor EMS shall be deemed in default. Determination of default will be the responsibility of the Quorum Court. Valor EMS will be notified in writing if a default exists and will be given 30 working days to correct. Failure to correct the default will be considered a breach of contract, subject to early termination of the contract.
- 21. EXCLUSIVE NATURE OF AGREEMENT.** The GOVERNING BODIES agree that this Agreement is exclusive to Valor EMS and the GOVERNING BODIES will not contract these services with any other contractors for the duration of the period of Agreement.
- a. **Interfacility Transfers:** Hospitals and other healthcare facilities may arrange interfacility or non-emergency transports with other licensed providers in accordance with state and federal law.
  - b. **Mutual Aid:** Valor EMS and the GOVERNING BODIES shall comply

with mutual aid requirements established by the Arkansas Department of Health (Ark. Admin. Code 007.14.1), which may require participation of other licensed ambulance services and or the requirement of Valor EMS to provide mutual aid in other counties.

- c. **Special Events/Standbys:** For special events, festivals, athletic contests, or similar gatherings where ambulance standby services are scheduled and are not part of the 911 emergency system, the GOVERNING BODIES shall provide Valor EMS at least **thirty (30) days' written notice**. Valor EMS shall have the right to provide such standby coverage. If Valor EMS declines or is unable to provide the requested coverage, the GOVERNING BODIES may authorize another licensed EMS provider.

- 22. SUCCESSORS BOUND.** This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors and assigns.
- 23. AMENDMENT.** This Agreement may be amended only by an instrument in writing executed by all parties hereto.
- 24. ENTIRE AGREEMENT.** This Agreement and the exhibits, schedules, certificates, instruments, and other documents referred to herein constitute the entire agreement of the parties hereto and supersede all prior understandings with respect to the subject matter hereof and thereof.
- 25. MULTIPLE COUNTERPARTS AND FACSIMILE EXECUTION.** This Agreement may be executed in multiple parts, each of which shall be deemed an original, but all of which shall constitute the same instrument. In addition, this Agreement may be executed by facsimile signature with the original signature to be provided immediately thereafter.
- 26. GOVERNING LAW.** This Agreement shall be construed and enforced under and in accordance with and governed by the laws of the State of Arkansas.
- 27. SEVERABILITY.** In the event any part, term, clause, section or provision of this Agreement shall contravene or be invalid under the laws of the particular jurisdiction where used, construed or enforced, such contravention or invalidity shall not in validate the whole Agreement, but instead this Agreement shall be construed as if not containing the particular provision or provisions held to be

invalid in the particular jurisdiction, and the rights of the parties hereto shall be construed and enforced accordingly.

**28. THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT** between the parties hereto and there are no representations, warranties, covenants, or understandings other than those expressed in the written documents referred to herein. This agreement may not be changed orally and any change, addition, modification, or waiver of any of the provisions of this agreement must be in writing, signed by the party against whom enforcement of any change addition or modification is sought. IN WITNESS WHEREOF, this Agreement is executed on the \_\_\_\_\_ day of ,September, 2025.

**VALOR EMERGENCY MEDICAL SERVICES, LLC**

By:   
\_\_\_\_\_  
John Windham, Owner & CEO

**CLARK COUNTY**

By: \_\_\_\_\_  
Troy Tucker, County Judge

**CITY OF ARKADELPHIA, ARKANSAS**

By: \_\_\_\_\_  
Scott Byrd, Mayor

**CITY OF GURDON, ARKANSAS**

By: \_\_\_\_\_  
Larry Thomerson, Mayor

**CITY OF CADDO VALLEY, ARKANSAS**

By: \_\_\_\_\_

Joe Jackson, Mayor

**CITY OF AMITY, ARKANSAS**

By: \_\_\_\_\_

John McAnnally, Mayor

Each City and the County shall attach, as Exhibit A, the ordinance or resolution adopted by its governing body authorizing execution of this Agreement.