

**CITY OF SPRINGDALE**  
**Committee Agendas**  
**Monday, September 14<sup>th</sup>, 2020**  
**City Council Chamber**  
**City Administration Building**  
**Meetings begin at 5:30 P.M.**

**Finance Committee by Chairman Jeff Watson**

1. Financial Update.

**Police and Fire Committee by Chairman Brian Powell**

2. A Resolution authorizing the execution of an architect contract for renovation of Fire Department Station No. 4. Resolution presented by Mike Irwin, Fire Chief. Pgs. 2 - 12
3. A Resolution authorizing the execution of a contract for the design and development of an ambulance supplemental payment program and for other purposes. Resolution presented by Mike Irwin, Fire Chief. Pgs. 13 - 29

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF AN ARCHITECT CONTRACT  
FOR RENOVATION OF FIRE DEPARTMENT  
STATION NUMBER 4**

**WHEREAS**, Arkansas Statute 22-9-101 provides for the employment of an architect for public improvement projects, and

**WHEREAS**, Crafton Tull has been recommended by the Mayor to serve as architect for the design of the renovation of Fire Department Station No. 4, and

**WHEREAS**, Crafton Tull has agreed to furnish architectural services for a fee of \$7,800.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the Mayor is hereby authorized to execute a contract with Crafton Tull for architectural services to be provided relating to the remodeling of Fire Department Station No. 4.

**PASSED AND APPROVED** this 22<sup>nd</sup> day of September, 2020.

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, City Attorney



1450 Zion Road, Suite 9  
Fayetteville, AR 72703  
479-455-2207

August 4, 2020

Jim Vaughan  
Assistant Chief  
417 Holcomb Street  
Springdale, AR 72764

**RE: PROPOSAL FOR RENOVATIONS TO FIRE STATION #4**

Dear Chief Vaughan,

Thank you for the opportunity to submit a fee proposal for renovations to Springdale Fire Station #4. We understand the project to be a renovation of portions of the station to add restroom/ shower areas, relocate the existing fitness center out of the Apparatus Bay, and possibly enclose the existing carport area.

Based upon our site visit, conversations, and previously presented floor plan (attached) we would propose a fee of **\$7,800.00** for both Architectural and Mechanical, Electrical, & Plumbing design and documentation. Fee for the Bidding & Negotiation and Construction Administration phases would be performed on an hourly basis if needed. Reimbursable Expenses would include printing, travel, postage and governing body review fees. Hourly rates for additional services are shown in the attached Exhibit B. Should you find this proposal acceptable, we will proceed with an AIA Contract for the aforementioned fee.

Please note that this fee reflects the current proposed design and/ or a similar version of it. Should there be drastic changes in design solution (i.e. a building addition) then it is possible that we will need to re-evaluate our fee for professional services. This proposal also does not include fees for Civil Engineering design/ documentation services as no site modifications are being proposed.

We realize that these upgrades are essential to the continued operation of Station #4, and are thankful for your consideration of Crafton Tull to provide design services for such an important matter. Please feel free to contact me if you have any questions concerning our fee, would like further explanation or clarification.

Sincerely,

Wes Burgess, AIA, LEED AP®  
Director of Architecture

Encl.



**Exhibit "A"**  
**Architectural Scope of Basic Services For:**

<b>Project:</b>	Springdale Fire Station #4 Renovation
<b>Client:</b>	City of Springdale, Arkansas
<b>Location of Project:</b>	3420 Elm Springs Road, Springdale AR 72762
<b>Discipline:</b>	Architecture
<b>Project Manager:</b>	Wes Burgess, AIA
<b>Project Architect:</b>	Ashley Mauldin, AIA
<b>Proposal Date:</b>	August 4 <sup>th</sup> , 2020
<b>Billing Type:</b>	Lump Sum plus Hourly for Construction Administration
<b>Fee/Estimate:</b>	\$7,800
<b>Description of the Construction Project:</b>	Design and documentation for moderate remodeling of Fire Station #4, including the addition of restrooms and enclosure of existing carport.

**Design Phase:**

- Review Owner's projected program and concepts to establish project requirements and goals.
- Provide preliminary evaluation of Owner' program, schedule, and construction budget.
- Review with Owner alternative approaches to design and construction of the project.
- Based on the mutually agreed upon program, schedule, and construction budget requirements, the Architect shall prepare for the Owner's approval Design Documents as indicated below:
  - Demolition Plan
  - Floor Plan
  - Reflected Ceiling Plan
  - Interior Elevations
  - Finish Schedule
  - MEP Narrative

**Construction Documents Phase:**

- Based on the approved Design Documents and any further adjustments in scope, quality, schedule or construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the project.
- Assist the Owner in preparation of necessary bidding information, bidding forms, the Conditions of the contract, and the form of Agreement between the Owner and the Contractor.
- Assist the Owner with the filing of required documents for approval of the authorities having jurisdiction over the project.



**Bidding & Negotiating Phase: NOT INCLUDED IN PROPOSAL. CAN BE PROVIDED ON HOURLY BASIS.**

- Assist the owner in obtaining bids or negotiated proposals and award of contracts.
- Respond to contractor's request for information regarding clarification of the contract documents.
- Review substitution requests for products specified on project.
- Prepare addendum and supplemental drawings as needed.

**Construction Administration Phase: NOT INCLUDED IN PROPOSAL. CAN BE PROVIDED ON HOURLY BASIS.**

- Provide administration of the Contract for Construction as set forth in the Owner Architect Agreement, and the General Conditions of the Contract for Construction.
- Provide a project representative to advise and consult with the Owner during the administration of the Contract for Construction.
- Provide for approval of shop drawings and submittals from the contractor.
- Attend regular site visits and weekly jobs meeting for the purpose of monitoring construction progress and general conformance with the Contract documents, and report to the Owner any deviations from the Contract Documents.
- Conduct final inspection and review contractor's punch list for completion of project.

**Additional Services:**

It may become necessary from time to time to incorporate changes to the contract documents to accommodate changes in the project program and /or other requirements. These changes will be made on time and material basis and billed to the Owner per the attached billing rate schedule for additional services.

- Provide revisions to approved documents when requested and approved in writing by the Owner.
- These services shall not be provided without prior written approval by the owner.

**Supplemental Services:**

These services are not included in the Architect's Basic Scope of Services, and may be provided at the request of the Owner for additional fee. These services shall include, but are not limited to the following items:

- Condition Assessment of existing facilities (unless included as part of programming scope of services)
- Feasibility studies, detailed construction cost estimates.
- Assistance with project marketing materials .i.e. graphics package(s) for fundraising / bond issue programs.

**Owner's Responsibilities:**

The Owner shall be responsible for providing the following information:

- Current geotechnical investigation / soils report with at least one boring located within the limits of the building footprint, including building pad preparation and foundation requirements. (Not applicable if remodeling within the footprint of the existing structure).
- Copy of deed restrictions and /or any special design requirements that may for incorporation into the project documents.
- Any other special requirements not typically provided by the Architect's scope which are necessary to complete the design of the project.
- Archaeological Survey
- Independent testing of building systems as required by locally adopted Codes



**Excluded Items:**

The following items are excluded from this proposal but may be provided at the request of the Owner for additional fee to be addressed by separate agreement

- Design and documentation of or owner provided or special systems to include the following
  - Telephone and data system
  - Security and surveillance systems
  - Audio and video systems
  - Manufacturing equipment
  - Communications and/or radio systems
  
- Any required environmental permitting associated with the site is assumed to have been evaluated prior to the beginning of design through appropriate due diligence by the owner or contractor and is not required for the project site including:
  - Environmental Assessment and remediation

**This is the scope of services for the Project. Should there be additions to this scope of services, those services shall be compensated for additional fee.**



Exhibit "B"

Standard Hourly Rate Schedule  
Effective January 1, 2020

Category	Hourly Rate
<b>ARCHITECTURE</b>	
VICE PRESIDENT OF ARCHITECTURE	\$ 175
DIRECTOR OF ARCHITECTURE	\$ 160
SR. PROJECT MANAGER	\$ 140
PROJECT MANAGER	\$ 130
SR. PROJECT ARCHITECT	\$ 115
PROJECT ARCHITECT	\$ 110
INTERN ARCHITECT III	\$ 100
INTERN ARCHITECT II	\$ 90
INTERN ARCHITECT I	\$ 80
SR. DESIGNER	\$ 120
DESIGNER III	\$ 105
DESIGNER II	\$ 85
DESIGNER I	\$ 75
BIM COORDINATOR III	\$ 70
BIM COORDINATOR II	\$ 55
BIM COORDINATOR I	\$ 40
<b>LANDSCAPE ARCHITECTURE</b>	
SR. LANDSCAPE ARCHITECT	\$ 135
PROJECT LANDSCAPE ARCHITECT	\$ 95
LANDSCAPE ARCHITECTURE DESIGNER	\$ 80
LANDSCAPE ARCHITECT INTERN	\$ 80
<b>PLANNING</b>	
PLANNING MANAGER	\$ 150
SR. PLANNER	\$ 140
PLANNER II	\$ 90
PLANNER I	\$ 75

Category	Hourly Rate
<b>ADMINISTRATIVE</b>	
ADMINISTRATIVE PRINCIPAL	\$ 185
ADMINISTRATIVE MANAGER	\$ 125
ADMINISTRATIVE IV	\$ 85
ADMINISTRATIVE III	\$ 70
ADMINISTRATIVE II	\$ 50
ADMINISTRATIVE I	\$ 35
<b>REIMBURSABLE EXPENSES</b>	
Job Related Mileage	\$0.56/Mile
Airfare and other travel related expenses	At Cost
Black and white 8.5"x11" Copies	\$0.15/sheet
Color 8.5"x11" Copies	\$1.50/sheet
Photo Paper Color Plan Sheet Copies	\$0.75/sq. ft.
Reproducible Plan Copies (Vellum)	\$1.50/sq. ft.
Reproducible Plan Copies (Bond)	\$0.35/sq. ft.
<b>All rates are subject to change without notice.</b>	



August 18, 2020

Assistant Chief Jim Vaughan  
Springdale, Fire Department  
417 Holcomb Street  
Springdale, AR 72764

**RE: ASSESSMENT OF SPRINGDALE FIRE STATION #4**

Dear Chief Vaughan,

Per your request, we have put together a facility assessment for Springdale Fire Station #4, which is located at 3420 Elm Springs Road. Originally built in 1982, this station has remained mostly the same minus a few cosmetic upgrades. It is our understanding that Station #4 is one of the busiest stations in the City, and its location is ideal for critical response times. In its current state, the single story, brick structure is approximately 4,000 s.f and includes three apparatus bays, common spaces, kitchen, office area, sleeping quarters and support spaces. There is also a 750 s.f. covered carport, which is rarely used. At this time, one fire engine, one ambulance, and five fulltime staff are assigned to Station #4.

Based on our initial observations we believe that this facility is structurally sound, and poses no threat in terms of building safety. However, the practicality of the building layout and overall function for daily use is inadequate when compared to modern fire station design. The list below outlines some of the issues we found when visiting Fire Station #4:

- Lack of showers/ Restroom Space Based on the Number of Occupants
  1. Currently there is only one shower, which is grossly inadequate for firefighters who are expected to shower after the majority of calls (particularly in the time of Covid 19).
  2. The one existing shower is very small and awkward.
  3. The shower and toilets are located in the same room, which poses some concern as both men and women are employed by the Springdale Fire Department.
- Size of Apparatus Bays and Overhead Doors
  1. The overall size of fire apparatus have increased greatly since 1982, leaving older stations, such as this one, struggling to accommodate costly trucks, ambulances and other rescue vehicles.
  2. Station #4 bay doors are 12'-0" x 12'-0", while the current industry standard is at least 14'-0" x 14'-0", greatly increasing the risk of accidents and/ or damage to both the building and fire apparatus.
- Lack of ADA Accessibility
  1. None of the toilets or the shower are ADA Compliant. This includes the toilet in the common areas, which would be utilized by guests.
- Lack of Transition Zones
  1. Currently, all turnout gear lockers are located in the apparatus bay. Studies have proven that exhaust from apparatus (though somewhat vented out through a dedicated system) can leave carcinogens on surrounding objects, including bunker gear.

2. The fitness/ workout area is also located in the apparatus bay, which again poses health issues concerning vehicular exhaust.
  3. Residents must enter sleeping quarters to access the shower, which is full of “soft surfaces”, which easily retain germs, smells, and other harmful microorganisms.
- Lack of Privacy
    1. Several of the bedrooms are only semi-enclosed.
    2. Visitors must enter through the office area, which could possibly compromise any sensitive information or documents.
    3. All occupants share toilets/ the shower in one room.
  - Site Circulation & Building Security
    1. The apparatus bays are accessible only by backing vehicles in from the street. This can be hazardous given the amount of traffic on Elm Springs Road.

Overall, we feel Station #4 could continue to serve the community in its current state, but will require a moderate amount of renovation simply to meet the basic standards of a public safety facility. Should the City choose to remodel this building, we recommend that the addition of bathrooms and showers be the highest priority. Any renovations should be viewed as a temporary solution until a new station can be built which would address all of the aforementioned items, providing a safe livable environment for those who are onsite for days at a time.

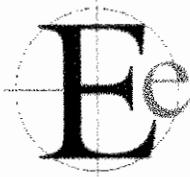
We know that continued health and safety of your Springdale Fire Fighters is of the utmost importance, and we are honored to assist the City as needed to make Station #4 a functional, safe place for those who protect us daily.

Please let me know if you have any additional questions/ concerns.

Sincerely,



Ashley Mauldin, AIA  
Project Architect



## Engineering Elements, PLLC

2458 East Joyce Blvd., Suite 1 Fayetteville, Arkansas 72703  
Phone (479) 695-1333

August 11, 2020

Ashley Mauldin  
Crafton, Tull & Associates  
1450 East Zion Road, Suite 9  
Fayetteville, AR 72703

**RE: Assessment for Springdale Fire Station #4  
Springdale, Arkansas**

Ms. Mauldin,

I have reviewed the original 1982 design drawings for Springdale Fire Station #4 in order to offer an assessment of mechanical, electrical and plumbing (MEP) systems installed at the station. I have not visited the site to determine the age and/or present working condition of the existing MEP systems. I am available to visit the site to inspect these systems if that should become necessary.

### MECHANICAL

Air conditioning is provided in the western living and dispatch area as well as the eastern sleeping and shower area. Both of these areas are served by two ton air handling units. I would recommend increasing the size of these units to three-ton capacity if they have not already been upgraded. The increased size will accommodate new outside air requirements not mandatory in 1982.

I do not see exhaust systems specified in the restrooms on the original documents. These were not required at the time of construction but would be required as part of any new remodel. New exhaust fans will also necessitate increased outdoor makeup air being introduced. This was noted in previous paragraph related to increasing air conditioning capacity.

### PLUMBING

Concern from my initial observation is due to the lack of gender specific restrooms. I'm not sure if this is a fire department concern but may be a code issue regarding any remodel work.

I am unable to comment on the working condition of the existing plumbing fixtures, faucets and flush valves without visiting the site. I did notice that the floor plan does not include ADA compliant water closets and lavatories. This most likely affects the public restroom if one is available to the public.

The domestic water and fire sprinkler services to this station are combined on a single 6" water line. This is definitely not allowed under current code and NFPA requirements for new buildings. It should not be an issue as far as function of either system. However, Springdale Water Utilities may require the domestic water be placed on a separate tap if major remodel work occurs.

#### ELECTRICAL

This station has a 240 volt, single phase electrical service. The service capacity appears to be 200 amps but is not explicitly stated in the original design drawings. The building contains a main distribution panel and a 100 amp sub-panel. Original design drawings indicate there are twelve panel spaces available for future power. This service should be adequate for any remodel that occurs.

The light fixtures are not specified in the design documents. They appear to be a combination of fixtures using strip fluorescent lamps as well as incandescent lamps. An upgrade of lighting fixtures, if not already performed, would be a simple and cost effective way to improve light levels and decrease energy consumption.

#### CONCLUSION

I do not see any major deficiencies or problems with the existing almost 40 year-old station layout that require immediate attention. Systems like restroom exhaust or lighting types can be added or improved during a general building remodel. Plumbing fixtures can be replaced easily and ADA type fixtures can be added with minimal slab cutting.

If you have any questions or want to discuss any specific MEP system please give me a call.

Shane Lanning, P.E.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF A CONTRACT FOR THE DESIGN AND  
DEVELOPMENT OF AN AMBULANCE  
SUPPLEMENTAL PAYMENT PROGRAM AND FOR  
OTHER PURPOSES**

**WHEREAS**, the Springdale Fire Department provides emergency medical transportation and

**WHEREAS**, it is anticipated that the Springdale Fire Department will receive additional revenue from the development of this program.

**WHEREAS**, the Public Consulting Group would receive a fee equal to 15% of the additional revenue., and

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the Mayor is hereby authorized to execute a contract for services with Public Consulting Group for services to be provided relating to billing for ambulance service.

**PASSED AND APPROVED** this 22<sup>nd</sup> day of September, 2020.

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, City Attorney

## CONTRACTOR AGREEMENT

This Agreement (“AGREEMENT”) is entered into by and between Springdale Fire Department (“PROVIDER”) and Public Consulting Group, Inc. (“PCG” or “CONTRACTOR”) as of June \_\_, 2020 (“Effective Date”).

**WHEREAS**, The Centers for Medicare and Medicaid Services (“CMS”) allows states to establish alternative payment methodologies for certain classes of providers, including ambulance providers, and

**WHEREAS**, CONTRACTOR possesses professional skills that can assist PROVIDER in developing such payment methodologies and analyzing and reporting costs to secure “supplemental payments” under an Ambulance Supplemental Payment Program (“ASPP”), and

**WHEREAS**, PROVIDER wishes to engage CONTRACTOR as an independent contractor to perform professional services in connection with this initiative;

**THEREFORE**, for good and valuable consideration, the receipt and adequacy of which is acknowledged, PROVIDER and CONTRACTOR hereby agree as follows:

**1. Description of Services**

CONTRACTOR will provide the professional services assigned by PROVIDER and more fully described in Attachment A (the “Contracted Services”). CONTRACTOR acknowledges and agrees that time is of the essence in the value of the Contracted Services and shall render such Contracted Services in a prompt and diligent manner.

**2. Term**

CONTRACTOR will commence performance for Contracted Services under this Agreement on June \_\_, 2020 and will complete performance until additional Medicaid revenues are generated and received for the service periods outlined in Attachment A and Attachment B. Unless otherwise specified by PROVIDER in writing, CONTRACTOR will provide the Contracted Services for the full duration of this AGREEMENT. CONTRACTOR and PROVIDER acknowledge that the program services described in Attachments A and B are dependent on receiving state and federal program approval, and it may be necessary to extend the term of this AGREEMENT to receive additional reimbursements.

Upon the expiration or termination of this Agreement for any reason all rights granted hereunder shall immediately terminate except for those concerning compensation, confidentiality, intellectual property, or any other provision that, by its terms, is intended to survive the expiration or termination of this Agreement.

**3. Compensation**

- a. PROVIDER will compensate CONTRACTOR pursuant to the provisions contained in Attachment B and this Section 3, and will not pay CONTRACTOR any other benefits, expenses, or compensation. The compensation arrangement may be changed by written agreement of the parties.



Solutions that Matter

Springdale Fire Department  
AOSP Tool Reporting Services

- b. PROVIDER will compensate CONTRACTOR within thirty (30) days following the receipt of billing statements from CONTRACTOR that comport with the terms of this AGREEMENT, and specifically paragraph three (3) of Attachment B CONTRACTOR shall submit billing statements directly to the PROVIDER Contact Person identified in Section 5.
- c. Upon termination or expiration of this AGREEMENT, other than termination for cause, CONTRACTOR will be entitled to receive compensation for Contracted Services satisfactorily provided prior to the effective date of termination or expiration.

**4. Termination**

This AGREEMENT may be terminated immediately by either party following a material breach of this AGREEMENT and a failure to cure such breach within a reasonable period not to exceed ten (10) business days.

**5. Notices and Contact Persons**

Any notices, requests, consents and other communications hereunder shall be in writing and shall be effective either when delivered personally to the party for whom intended, e-mailed with an acknowledgment of receipt, or five days following deposit of the same into the United States mail (certified mail, return receipt requested, or first class postage prepaid), addressed to such party at the address set forth below, who shall serve as Contact Persons unless replaced by a party by written notice to the other party.

**For PROVIDER:**

Michael Irwin  
Fire Chief  
417 Holcomb Street  
Springdale, AR 72764  
(479) 751-4510  
mirwin@springdalear.gov

**For CONTRACTOR:**

Matthew Sorrentino  
Manager  
816 Congress Ave  
Austin, TX 78701  
(512) 287-4663  
msorrentino@pcgus.com

**6. CONTRACTOR Representation**

CONTRACTOR represents that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal, state, or local governmental authority. CONTRACTOR shall immediately notify PROVIDER regarding the circumstances if this representation becomes no longer accurate during the term of this AGREEMENT.

**7. Standards of Conduct**

CONTRACTOR shall comply with all applicable laws, rules, regulations, and standards of ethical conduct, including those relating specifically to the performance of the Contracted Services under this AGREEMENT.

**8. Relationship of the Parties**

- a. The parties agree that CONTRACTOR is an independent contractor, and that neither it nor any of its employees is an employee of PROVIDER.
- b. CONTRACTOR shall secure and maintain all insurance, licenses, and/or permits necessary to perform the Contracted Services. CONTRACTOR shall pay all applicable state and federal taxes including unemployment insurance, social security taxes, and state and federal withholding taxes. CONTRACTOR understands that neither it nor its employees will be eligible for benefits or privileges provided by PROVIDER to its employees.
- c. Except as may be otherwise provided in this Agreement, CONTRACTOR has complete and exclusive authority over the means and methods of performing the Contracted Services, need not adhere to policies and procedures applicable to PROVIDER employees, and may perform the Contracted Services according to its own schedule at its own offices or at any other location. CONTRACTOR shall hire its own employees, use its own tools and equipment, and purchase its own supplies.
- d. CONTRACTOR has no authority to and shall not purport to bind, represent, or speak for PROVIDER or otherwise incur any obligation on behalf of PROVIDER for any purpose unless expressly authorized by PROVIDER.

**9. Record Maintenance**

With respect to all records of any kind that PCG acquires or creates for purposes of performing the Contracted Services, PCG shall not knowingly destroy records that are required to be preserved by law and shall maintain project records in an orderly manner.

**10. Insurance**

- a. CONTRACTOR shall maintain during the term of this agreement Professional Liability Insurance with limits of \$1,000,000 per claim and in the aggregate covering CONTRACTOR against all sums which CONTRACTOR may become legally obligated to pay on account of any professional liability arising out of the performance of this AGREEMENT. CONTRACTOR agrees to provide PROVIDER with certificates of insurance evidencing the above described coverage prior to the start of Services hereunder and annually thereafter. CONTRACTOR shall provide prompt notice to PROVIDER in the event of cancellation, material change, or non-renewal per standard ISO Acord Form wording and the policy provisions.
- b. Each party agrees to indemnify the other party and its officers, employees, and other agents from any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this AGREEMENT but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or

claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the party, its officers, agents, or employees.

**11. Assignment**

This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement may be assigned by either party: (i) to one of its affiliates or subsidiaries, or (ii) in connection with a merger, consolidation, sale of all of the equity interests of the party, or a sale of all or substantially all of the assets of the party to which this Agreement relates.

**12. Proprietary or Confidential Information**

For purposes of fulfilling its obligations under this Agreement, one party ("Disclosing Party") may convey to the other party ("Receiving Party") information that is considered proprietary and confidential to the Disclosing Party.

- a. "Proprietary or Confidential Information" is defined as information –including but not limited to trade secrets, strategies, financial information, sales information, pricing information, operational techniques, software, processes, strategies, procedures, plans, know-how, ideas, inventions, and intellectual property – that (i) reasonably would be considered confidential and proprietary notwithstanding the absence of any designation; (ii) has not previously been published or otherwise disclosed by the Disclosing Party to the general public, and (iii) has not previously been available to the Receiving Party or others without confidentiality restrictions. In addition, the term "Proprietary or Confidential Information" shall also mean all information or data, regardless of whether it is in tangible form, that is disclosed or otherwise made available by the Disclosing Party to the Receiving Party and designated as "confidential" or "proprietary" by the Disclosing Party. Such designation shall be clear and in writing, either before the Proprietary or Confidential Information is disclosed or within a reasonable time afterwards. Proprietary or Confidential Information does not include information that, without a breach of this Agreement, is (i) known to the Receiving Party without restriction when received, or thereafter developed independently by the Receiving Party, (ii) obtained by the Receiving Party from a source, who is lawfully in possession of such information (other than the Disclosing Party) through no breach of this Agreement or any other confidentiality obligations; or (iii) in the public domain when received, or thereafter in the public domain through no fault of the Receiving Party.
- b. The Receiving Party shall preserve Proprietary or Confidential Information securely and in strict confidence, exercising no less than the same degree of care used to protect the security and confidentiality of its own confidential and proprietary information, and in any event no less than reasonable care.
- c. The Receiving Party shall use Proprietary or Confidential Information solely for purposes of the Contracted Services, and for no other purpose, and shall disclose Proprietary or Confidential Information only to such officers and employees of the Receiving Party with a need to know such Proprietary or Confidential Information for purposes of those Contracted Services. The Receiving Party shall not divulge any such Proprietary or Confidential Information to any employee who is not working on matters relating to this

Agreement and the Contracted Services, without the prior written consent of the Disclosing Party.

- d. If the Receiving Party is requested or required to disclose Confidential Information pursuant to a subpoena or an order of a court or governmental agency having jurisdiction, the Receiving Party shall, prior to any disclosure of Confidential Information: (1) provide the Disclosing Party with written notice of the existence, terms, and circumstances surrounding the legal or governmental request or requirement, within two (2) business days of receiving it; (2) promptly consult with the Disclosing Party on taking steps to resist or narrow the request; (3) cooperate and assist the Disclosing Party with its efforts to obtain an order or otherwise limit or restrict the disclosure of its Confidential Information that is subject to the legal or governmental request or requirement; and (4) only after fully complying with the above steps, if disclosure of Confidential Information is still required, furnish only such portion of the Confidential Information as the Receiving Party is advised by counsel is legally required to be disclosed.
- e. Rights and obligations under this Agreement shall take precedence over specific legends or statements that may be associated with Proprietary or Confidential Information when received.
- f. The parties agree that the Disclosing Party would suffer irreparable harm hereunder if Proprietary or Confidential Information were improperly released, conveyed, or transferred by a Receiving Party, and that in such situation the Disclosing Party shall be entitled to, in addition of any other remedies, the entry of injunctive relief and specific performance.
- g. Upon termination or expiration of this Agreement, each party shall cease use of Proprietary or Confidential Information received from the other party. At the request of the Disclosing Party, the Receiving Party shall promptly destroy all physical copies of such information in its possession, custody, or control and shall furnish the Disclosing Party with written certification of such destruction within thirty (30) days of such request. Alternatively, if the Disclosing Party fails to provide such a written request to the Receiving Party within ten (10) days of the termination of this Agreement, the Receiving Party shall return all such physical copies of such information to the Disclosing Party. If return is not practicable, the Receiving Party shall so notify the Disclosing Party and shall keep such information secure and confidential in perpetuity.
- h. The Receiving Party shall immediately notify the Disclosing Party upon discovery of any loss or unauthorized disclosure of its Proprietary or Confidential Information.

### 13. Intellectual Property

Neither party makes any representation or warranty as to the accuracy or completeness of its Proprietary or Confidential Information disclosed under this Agreement. CONTRACTOR guarantees that its use or creation of any intellectual property under this Agreement does not infringe upon the intellectual property rights of any third party.

**14. Conflicts of Interest**

The parties understand that **CONTRACTOR** is not required to perform the Contracted Services on a full-time basis for **PROVIDER** and may perform services for other individuals and organizations consistent with the limitations in this AGREEMENT.

**15. Waiver**

The failure of a party to enforce a provision of this AGREEMENT shall not constitute a waiver with respect to that provision or any other provision of this AGREEMENT.

**16. Entire Agreement**

This AGREEMENT (including the attachments) constitutes the entire agreement between the parties with respect to the subject matter of the Contracted Services, and supersedes all prior agreements and understandings, both written and oral. **Notwithstanding** the foregoing, any separate written agreement between the parties regarding the confidentiality and security of information exchanged or used by the parties for purposes of this AGREEMENT shall be effective unless and until it is specifically terminated.

**17. Amendment**

This AGREEMENT may be amended only by written agreement of the parties, signed by authorized representatives and referencing this AGREEMENT.

**18. Severability**

If any provision in this AGREEMENT is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this AGREEMENT shall continue in full force and effect.

**19. Applicable Law and Venue**

The parties agree that this AGREEMENT is governed by the laws of the State of Arkansas. The parties also consent to jurisdiction in the courts of the State of Arkansas and agree that such courts shall have exclusive jurisdiction over the enforcement of this AGREEMENT. Further, the parties acknowledge that the **PROVIDER** of Springdale, AR is a place where performance of certain terms of this AGREEMENT shall occur. Therefore, the parties agree that venue for any court action or proceeding arising out or relating to this AGREEMENT shall be in the State's courts located in the **PROVIDER** of Springdale, AR.

**20. Miscellaneous**

- a. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PCG DOES NOT MAKE ANY WARRANTY WITH RESPECT TO THE CONTRACTED SERVICES, WHETHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE FOR SAID CONTRACTED SERVICES.
- b. NEITHER PARTY SHALL BE LIABLE TO THE OTHER ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, SUCH DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS, OR FINANCIAL LOSS, EVEN IF THE



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OTHER PARTY HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE.

- c. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.
- d. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.
- e. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement, nor the meaning of any provisions hereof.
- f. Each party represents that: (1) it has the authority to enter into this Agreement; and (2) that the individual signing this Agreement on its behalf is authorized to do so.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date written above.

**PUBLIC CONSULTING GROUP, INC.**

**SPRINGDALE FIRE DEPARTMENT**

BY: \_\_\_\_\_  
 NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
 NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 DATE: \_\_\_\_\_



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Springdale Fire Department  
ASPP Cost-Reporting Services

**ATTACHMENT A**  
**CONTRACTED SERVICES**  
**Ambulance Supplemental Payment Program (ASPP)**

- A. Springdale Fire Department provides ambulance and medical services which may qualify for an approved Ambulance Supplemental Payment Program for Medicaid. PROVIDER must comply with both U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act and as such, CONTRACTOR shall comply.
- B. PROVIDER provides emergency medical transports to Medicaid patients each year and the CONTRACTOR shall complete the required paperwork for PROVIDER to participate in the ASPP Program.
- C. The ASPP Program provides for supplemental payments for allowable costs that are in excess of other Medicaid revenue received for emergency medical transportation services to Medicaid eligible recipients.
- D. CONTRACTOR shall evaluate Medicaid supplemental payment program options, such as participation in a cost based versus average commercial rate methodology funded by a provider assessment.
- E. CONTRACTOR shall design and develop a Medicaid ASPP, including the drafting of a Medicaid State Plan Amendment, cost report form, cost report instructions, and public notice.
- F. CONTRACTOR will provide all documentation needed by the Arkansas Department of Human Services (DHS) to facilitate the establishment of the ASPP.
- G. CONTRACTOR will support PROVIDER and the Arkansas DHS to obtain approval of the ASPP, including preparing responses to requests for additional information or briefing other constituents, such as governing boards or state legislators.
- H. CONTRACTOR shall be familiar with the ASPP in the State of Arkansas and all the rules, regulations and requirements associated with the Program.
- I. CONTRACTOR shall have the knowledge, skills, and ability to fully complete the required cost reports to DHS within the time frame prescribed by DHS.
- J. CONTRACTOR shall have knowledge of the data and cost reporting principles specified in DHS Statutes

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- K. CONTRACTOR shall have knowledge and experience in the completion of all Schedules as required by the Program.
- L. PROVIDER will provide CONTRACTOR with all of the required data needed to complete the Schedules; however, CONTRACTOR is responsible for accurate completion of the Schedules.
- M. CONTRACTOR shall be able to accept from PROVIDER, in electronic submission form, all information via a secure connection in accordance with the Health Insurance Portability and Accountability Act (HIPAA).
- N. If the completed cost report is rejected by DHS, CONTRACTOR shall work with PROVIDER to make the necessary corrections and/or modifications and resubmit the report before the required filing deadline.
- O. CONTRACTOR shall keep PROVIDER informed of all updates relating to the ASPP program and estimate the impact of future changes in Medicaid reimbursement.
- P. CONTRACTOR shall support PROVIDER in establishing the legal and operational ground to participate in the ASPP program.
- Q. CONTRACTOR shall draft supporting documentation and flow processes for presentation to PROVIDER and assist with messaging and review presentations for governmental relationship staff as needed.
- R. CONTRACTOR shall monitor claims and cash flows of ASPP program to ensure PROVIDER receives appropriate benefit from the program and has met documentation needs.
- S. CONTRACTOR agrees to receive compensation for Contracted Services on a contingency fee basis. This compensation will be based on payments received by PROVIDER under the ASPP Program.
- T. If, as a result of an audit by DHS, a refund is required by PROVIDER, CONTRACTOR agrees to return the portion of the compensation fee that was paid on the amount being refunded.
- U. CONTRACTOR and PROVIDER can add additional related consulting services through an amendment to this contract, such as Medicare cost reporting, EMS system assessments, or cost allocation services.

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**ATTACHMENT B**  
**COMPENSATION and TERM**

CONTRACTOR has outlined a contingency fee structure associated with reimbursements received from the ASPP program as described in Attachment A. This AGREEMENT will be in effect for **three (3)** full or twelve month Medicaid cost reporting periods, in addition to an initial or partial reporting period.

CONTRACTOR shall be paid compensation for all Contracted Services. Total compensation for this Agreement shall be on a contingency fee of **Fifteen Percent (15%)** based on federal share portion of payments received by the PROVIDER under the ASPP program. The percentage shall be comprised of the total cost of all projects, materials, equipment, labor, expenses all mark-ups for overhead, and profit. The PROVIDER agrees to pay CONTRACTOR, as compensation for its Contracted Services.

This AGREEMENT can be extended at the mutual consent of both parties through written notification and execution of an amendment.

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**ATTACHMENT C  
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“BAA”) is entered by and between Springdale Fire Department (“Covered Entity”) and Public Consulting Group, Inc. (“Business Associate”) (collectively the “Parties”). This BAA will be effective beginning on June 1, 2020.

**WHEREAS**, the Health Insurance Portability and Accountability Act (Public Law 104-191) and its implementing regulations in effect or as amended (45 CFR Parts 160, 162, and 164) (collectively, “HIPAA” or “HIPAA Rules”) establish specific requirements relating to the security and confidentiality of certain individually identifiable health information (“Protected Health Information,” or “PHI”); and

**WHEREAS**, Covered Entity and Business Associate may have entered one or more business agreements (“Agreements”) for which Covered Entity may disclose to Business Associate certain PHI that is subject to protection under HIPAA; and

**WHEREAS**, HIPAA requires Covered Entity to obtain satisfactory assurances from Business Associate that Business Associate will appropriately safeguard the PHI that it receives from Covered Entity in the course of providing services to or on behalf of Covered Entity, including assurances that Business Associate will obtain similar assurances from other entities to which it discloses the PHI; and

**WHEREAS**, the HIPAA Rules, as most recently amended by the Omnibus Rule,<sup>1</sup> require entities hired by business associates to be responsible and accountable for compliance with applicable privacy, security and breach requirements; and

**WHEREAS**, both the Omnibus Rule and the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), enacted as Title XIII of the American Recovery and Reinvestment Act (“ARRA”) (Public Law 111-05), amend and extend certain provisions of HIPAA, and directly affect business associates and entities hired by business associates; and

**WHEREAS**, pursuant to HIPAA, Covered Entity wishes to obtain assurances that Business Associate will appropriately safeguard the PHI that it accesses from Covered Entity for purposes of services the Business Associate delivers to Covered Entity, and will receive similar assurances from other entities to which it discloses the PHI for purposes of its services to Covered Entity; and

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<sup>1</sup> The Omnibus Rule was published by the US DHHS Office of Civil Rights and is formally known as “Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notifications Rules Under the Health Information Technology for Economic and Clinical Health Act and the Generic Information Nondiscrimination Act, Other Modifications to the HIPAA Rules” 78 Fed. Reg. 5566 (January 25, 2013).



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ADMINISTRATIVE SERVICES

**WHEREAS** Covered Entity and Business Associate are familiar with, and seek to comply with, the applicable terms of HIPAA and the HITECH Act, and Business Associate seeks to provide for the security and confidentiality of the PHI accessed by Business Associate

**THEREFORE**, pursuant to the above statements and in consideration of the mutual promises herein, the Parties agree as follows:

**Definitions**

The terms used in this BAA, but not otherwise defined, shall have the same meaning ascribed by 45 CFR Parts 160 and 164, e.g., Breach, Disclosure, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

**1. Permitted Use and Disclosure of Protected Health Information**

- a. Business Associate shall request, use, and disclose only the minimum amount of PHI reasonably necessary to accomplish its purposes under the Agreements.
- b. Business Associate shall not use or further disclose the PHI except for purposes of the Agreements, or as may be required by law.
- c. Business Associate shall not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164, except for the specific uses and disclosures required under the Agreements.
- d. Covered Entity will notify Business Associate of any changes that would affect the allowed use or disclosure of the PHI by Business Associate.

**2. Safeguards**

- a. Covered Entity will use appropriate safeguards to ensure the security and confidentiality of the PHI in its transmission to Business Associate.
- b. Business Associate shall use appropriate safeguards to prevent use or disclosure of the PHI other than as provided in this BAA. The safeguards will include administrative, physical, and technical measures that reasonably and appropriately protect the confidentiality, security, integrity, and availability of the PHI that Business Associate receives, creates, maintains, transmits, stores or otherwise accesses on behalf of Covered Entity. Business Associate will establish and maintain comprehensive written policies and procedures with respect to such safeguards.
- c. Covered Entity will notify Business Associate of any limitation(s) that may affect Business Associate's use or disclosure of PHI. Covered Entity will notify Business Associate

of any changes, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

**3. Agents of Business Associate**

Business Associate shall ensure that each of its agents who may receive, create, maintain, transmit, store or otherwise access the PHI, including subcontractors, agrees in writing to the same restrictions and conditions that apply to Business Associate with respect to the PHI, including the duty to immediately notify Business Associate of any breach of confidentiality or security (which immediately shall be reported by Business Associate to Covered Entity). Upon request, Business Associate shall provide Covered Entity with a copy of each such agreement.

**4. Unauthorized Use or Disclosure: Report and Mitigation**

Business Associate shall report to the designated Covered Entity contact in writing within five (5) business days, any use or disclosure of the PHI other than as provided for in this BAA, and any suspected or actual breach of security relating to the PHI. Business Associate will take prompt action to correct, and mitigate the harmful effect of, any such use, disclosure, or security breach, and shall report to Covered Entity on such action.

**5. Record Retention**

- a. Business Associate shall retain all the PHI received from Covered Entity, or created by Business Associate under the Agreements, for the duration of the term of this BAA unless otherwise directed by Covered Entity in writing.
- b. Unless otherwise directed by Covered Entity in writing, upon the termination of this BAA, Business Associate shall return to Covered Entity all copies and versions of the PHI, or destroy them, as directed by Covered Entity. Upon the return or destruction of the PHI, Business Associate shall so certify to Covered Entity in writing. If return or destruction is not feasible, then Business Associate shall extend the protections of the BAA and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible. Covered Entity may direct Business Associate to retain the PHI for a specified time period beyond the termination of this BAA or Agreements. For such time as the PHI is not returned to Covered Entity or destroyed, Business Associate shall continue to extend the protections of this BAA to such PHI notwithstanding the termination of this BAA.

**6. Availability of Information**

- a. Upon request by Covered Entity, Business Associate shall make available the PHI or other information required by Covered Entity to fulfill its obligations under HIPAA, for amendment, accounting, compliance, or otherwise.

- b. Upon request by Covered Entity or the Secretary of the U.S. Department of Health and Human Services, Business Associate shall make available its facilities, systems, procedures, records, internal practices, and books relating to its use and disclosure of the PHI in order to determine its compliance with the HIPAA Rules.

7. **Term and Termination**

- a. **Term.** This BAA is effective on the Effective Date and this BAA will terminate upon signed written notice from Covered Entity.
- b. **Termination for Cause.** Covered Entity may terminate the Agreement if Covered Entity determines that the Business Associate has violated a material term of the BAA and Business Associate has not cured such breach within ten (10) business days of having received notice from Covered Entity.
- c. **Survival.** The obligations of the Business Associate under this BAA shall survive the termination of this BAA.

8. **Mutual Indemnification**

Each party will indemnify, hold harmless, and defend the other party from any claims, losses, liability, costs, and other expenses incurred as a result of any misrepresentation, breach, or non-fulfillment of this BAA.

9. **Entire Agreement and Amendment**

- a. **Entire Agreement.** This BAA constitutes the entire agreement between the Parties relating to the safeguarding of the PHI and supersedes all other agreements, communications or understandings whether oral or in writing, between the parties to this BAA with respect to the subject matter hereof. To the extent that there is a conflict between this BAA and any Agreement as it relates to safeguarding PHI, this BAA controls.
- b. **Amendment.** This BAA may be amended only by means of a writing signed by authorized representatives of the Parties and referencing this BAA. The Parties agree to enter into negotiations to amend this BAA promptly upon the reasonable request of a party, including when changes in the law may make such changes necessary or advisable.

10. **Third-Party Beneficiaries**

Nothing in this BAA is intended to confer any rights, remedies, obligations, or liabilities upon anyone other than Covered Entity, Business Associate, and their respective successors or assigns.

11. **Successors and Assigns**



Springdale Fire Department  
HIPAA Business Associate Agreement

The rights, remedies, obligations, and liabilities of each party under this BAA shall accrue to their successors and assigns. Notwithstanding this, each party shall notify the other in the event of a successorship or assignment and shall take commercially reasonable steps to ensure that any successor or assign timely executes a new BAA.

**12. Interpretation**

This BAA will be interpreted as broadly as necessary to implement and comply with HIPAA. The Parties agree that any ambiguity in this BAA will be resolved in favor of a meaning that complies with and is consistent with HIPAA.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date written above.

**PUBLIC CONSULTING GROUP, INC.**

BY:  
NAME: Marc Stauble  
TITLE: Practice Area Director  
DATE:

**SPRINGDALE FIRE DEPARTMENT**

BY:  
NAME: Mike Irwin  
TITLE: Fire Chief  
DATE:

