

**TRANSPORT AGREEMENT BETWEEN
MEMS AND PLANNED PARENTHOOD OF ARKANSAS & EASTERN OKLAHOMA**

THIS TRANSPORT AGREEMENT (this "Agreement") is entered into as of August 30, 2021, (the "Effective Date"), by and between the Little Rock Ambulance Authority, d/b/a Metropolitan Emergency Medical Services ("MEMS") and Planned Parenthood of Arkansas & Eastern Oklahoma's Little Rock health center, located at 1501 Aldersgate Rd, Little Rock, AR 72205 ("Transferring Facility") (each a "Party" and collectively "Parties").

WHEREAS, MEMS is a licensed local ambulance service operating in the central Arkansas area which is capable of transporting emergency patients with unforeseen complications related to an abortion procedure;

WHEREAS, the Transferring Facility is licensed under Arkansas law to provide health care services to patients;

WHEREAS, the Parties mutually desire to enter into this Agreement to provide for the emergency transport of patients of the Transferring Facility who have experienced unforeseen complications related to an abortion;

WHEREAS, the Transferring Facility enters this agreement pursuant to Ark. Code Ann. § 20-9-312.

NOW, THEREFORE, for and in consideration of the terms, conditions, covenants, agreements, and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby mutually agreed by the Parties as follows:

I. RECITALS.

The recitals are incorporated herein by reference.

II. DUTIES AND RESPONSIBILITIES.

2.1 MEMS. Upon receipt of a request for emergency transport from the Transferring Facility, MEMS shall provide patients of the Transferring Facility with ambulance transportation services from the Transferring Facility to the University of Arkansas for Medical Sciences Hospital ("UAMS"), located at 4301 W Markham St, Little Rock, AR 72205 with which Transferring Facility has a written transfer agreement, unless otherwise directed by the patient. The determination of whether a transport is an "emergency" or "non-emergency" shall be made by the

Transferring Facility in accordance with established standards and protocols. MEMS shall provide the transport services upon request by an employee or other agent of the Transferring Facility.

2.2 Services. MEMS shall provide services in accordance with all federal and state laws, federal regulations, and state rules applicable to emergency service entities.

2.3 Staff. MEMS shall employ sufficient staff, including paramedics and emergency medical technicians, to provide patient care and operate vehicles and equipment in accordance with industry standards and applicable federal and state laws, federal regulations, and state rules.

2.4 Familiarization with Facility. MEMS shall require all responding medical personnel to familiarize themselves with the floor plan of the abortion facility to minimize the time required to locate the patient in the facility and exit the facility with the patient as expeditiously as possible. However, the Transferring Facility shall have an employee present to direct MEMS personnel upon their arrival at the facility.

2.5 Acknowledgement of Agreement with UAMS. By signing this Agreement, MEMS hereby acknowledges the existence of and its familiarity with the terms of the Transferring Facility's written transfer agreement with UAMS, a licensed acute care hospital.

2.6 The Transferring Facility shall provide MEMS information and documentation as requested by MEMS for the purposes of medical treatment and billing. The Transferring Facility shall provide such information and documentation to MEMS as soon as is reasonably possible.

III. FINANCIAL ARRANGEMENTS.

3.1 Billing and Collection. The patient is responsible for payment for care provided by Transferring Facility or MEMS.

3.2 Insurance. Each Party shall, at its expense, maintain through insurance policies, self-insurance or any combination thereof, policies of comprehensive general liability and professional liability insurance with coverage limits of at least Five Hundred Thousand Dollars (\$500,000.00) per occurrence and One Million Dollars (\$1,000,000.00) annual aggregate to insure such Party and its Board, officers, employees and agents acting within the scope of their duties and employment against any claim for damages arising by reason of injuries to property or personal injuries or death occasioned directly or indirectly in connection with services provided by such Party and activities performed by such Party in connection with this Agreement. Each Party shall notify the other Party thirty (30) days prior to the termination or modification of such policies.

IV. TERM AND TERMINATION.

Term. The promises and obligations contained herein shall commence as of the Effective Date hereof and shall continue for a term of three (3) years, and shall automatically renew for additional one (1)-year terms, unless sooner terminated pursuant to Section 4.1.

4.1 Termination. Either Party shall have the right to terminate this Agreement under the following circumstances:

a. Either Party shall have the right to terminate this Agreement immediately upon written notice to the other Party in the event the other Party fails to maintain the licensure, certification or insurance necessary to carry out the provisions of this Agreement or if the other Party is charged with or convicted of an offense related to health care (each Party shall have an independent obligation to notify the other Party immediately in the event it becomes aware of any of the above listed actions).

b. In the event of a material breach of any of the terms or conditions of this Agreement by either Party and the failure of the breaching party to correct such breach within thirty (30) business days after written notice of such breach by either Party, the other Party may terminate this Agreement upon written notice of such termination to the breaching party.

c. Either Party may terminate this Agreement with or without cause upon giving the other Party sixty (60) days prior written notice of the effective date of termination.

4.2 Effects of Termination. Upon termination of this Agreement, as hereinabove provided, no Party shall have any further obligations hereunder, except for obligations accruing prior to the date of termination.

V. HIPAA PRIVACY RULE

5.1 The Parties each acknowledge and agree they are covered entities as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The HIPAA Privacy Rule expressly permits covered entities to share protected health information ("PHI") with another covered entity for treatment and payment activities of the entity receiving the PHI. 45 C.F.R. §164.506(c). Therefore, the Transferring Facility acknowledges and agrees that it is permitted to disclose PHI to MEMS for its treatment and payment activities without the need for a business associate agreement, patient authorization or any other permissions or approval. To the extent that the Parties have access to or use of each other's PHI by virtue of the work which is the subject of this Agreement, the Parties shall at all times fully comply with the privacy provisions of HIPAA and attendant regulations, 45 C.F.R. Parts 160 and 164, including but not limited to the standards for use and dissemination of PHI as defined by HIPAA.

VI. MISCELLANEOUS.

6.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and contains all of the terms and conditions between the Parties with respect to the subject matter hereunder. MEMS and Transferring Facility shall be entitled to no benefits or services other than those specified herein. This Agreement supersedes any and all other agreements, either written or oral, between the Parties with respect to the subject matter hereof.

6.2 Governing Law/Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Arkansas and venue for any action related thereto shall lie exclusively in Pulaski County, Arkansas.

6.3 Execution and Amendments. Several copies of this Agreement shall be signed on behalf of each Party hereto. Each signed copy shall be deemed an original, but all signed copies together shall be deemed one and the same instrument. In order to be effective, any amendments to this Agreement must be in writing and signed by both Parties.

6.4 Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties, their successors, legal representatives and assigns, and neither this Agreement nor any right or interest of MEMS or Transferring Facility arising herein shall be voluntarily or involuntarily sold, transferred or assigned without the prior written consent of the other Party. Any attempted assignment or assignment by one of the Parties to this Agreement shall not release the assigning Party from any liability to the other Party or a third party that arises from the assignee's performance hereunder.

6.5 Independent Relationship. The Parties are independent contractors under this Agreement. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship or a joint venture relationship between the Parties, or to allow any Party to exercise control or direction over the manner or method by which any of the Parties perform services herein. It is understood and agreed that neither Party to this Agreement shall be legally liable for any negligent nor wrongful act, either by commission or omission, chargeable to the other, unless such liability is imposed by law and that this Agreement shall not be construed as seeking to either enlarge or diminish any obligations or duty owed by one Party against the other or against a third party.

6.6 Waiver. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.

6.7 Notice. Notices required herein shall be considered effective when delivered in person, or when sent by United States certified mail, postage prepaid, return receipt requested and addressed to:

MEMS:

MEMS

Attn: Greg Thompson
Executive Director
1121 West 7th Street
Little Rock, AR 72201

Transferring Facility:

Planned Parenthood of Arkansas & Eastern Oklahoma, Inc.
Attn: Emily Wales
4401 W. 109th Street, Suite 200
Overland Park, KS 66211

or to other such address, and to the attention of such other person(s) or officer(s) as a Party may designate by written notice.

6.9 Section Headings. The section titles and other headings contained in this Agreement are for reference only and shall not affect in any way the meaning or interpretation of this Agreement.

6.10 Authorization. The Parties warrant and hereby certify that the individuals signing this Agreement are authorized to execute this Agreement on behalf of their respective entities and have the authority to do so.

6.11 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their permitted successors and assigns.

6.12 Modification. The parties may amend or modify this contract at any time, provided that such amendment(s) or modification(s) make specific reference to this contract, and are executed in writing by a duly authorized representative of both parties. Such amendment(s) or modification(s) shall not invalidate this contract, nor relieve or release the parties from their obligations under this contract.

6.13 Severability. In the event any section, subsection, subdivision, paragraph, subparagraph, item, sentence, clause, phrase, or word of this contract is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining provisions of the contract and it shall be as if such invalid or unconstitutional provision was not originally a part of the contract.

IN WITNESS WHEREOF, the Parties have hereto executed this Agreement by their duly authorized representatives in multiple originals as of the last date written below.

TRANSFERRING FACILITY

Planned Parenthood of Arkansas & Eastern Oklahoma, Inc.

By: 

Dated: August 30, 2021

MEMS:

By: 
Greg Thompson, Executive Director

Dated: 8/30/2021