

Arkansas Department of Health

4815 West Markham Street • Little Rock, Arkansas 72205-3867 • Telephone (501) 661-2000 Governor Mike Beebe Paul K. Halverson, DrPH, FACHE, Director and State Health Officer

September 19, 2011

Senator Mary Anne Salmon, Chair Representative Tommy Lee Baker, Chair Arkansas Legislative Council

RE: Contract and Grant Disclosure and Certification Form for the Non Discretionary Trauma EMS Sustaining Sub Grant Agreement with Crittenden EMS LLC

Dear Senator Laverty and Representative Cowling:

The Arkansas Department of Health, Center for Health Protection, Trauma Section plans to do a Non Discretionary Trauma EMS Sustaining Sub Grant with Crittenden EMS LLC in the amount of \$25, 569.00 as part of the Trauma System Act 393 of 2009. Hudson Hallum, Patient Care Director, who has 33 1/3% Ownership Interest in Crittenden EMS LLC has disclosed that he is a current General Assembly Representative from July 2011 to December 2012. Therefore I am submitting a copy of the Contract and Grant Disclosure and Certification Form along with the Non Discretionary Trauma EMS Sustaining Sub Grant Agreement in accordance with the provisions of ACA §19-11-264.

Also attached is a copy of the email from Robin Rogers, Deputy Director of the Office of State Procurement, stating "In accordance with 19-11-264 (Act 567 of 2007) contracts with members of the General Assembly are to be submitted to the Arkansas Legislative Council for legislative review. We do not consider sub-grants actual contracts however we do strongly suggest you submit this one to the ALC."

If we should receive favorable review by the Legislative Council the Arkansas Department of Health will process the sub grant agreement with a beginning date that is after the approval date by the AR Legislative Council (ALC).

Respectfully,

Ann Purvis Deputy Director for Administration Arkansas Department of Health

- cc: Center for Health Protection Injury Prevention and Control Branch Trauma Section
 - · Contract Support Section

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

XPAYER ID NAME: Crittenden]	EMS LI	C		ervices	s?	Both?		
DUR LAST NAME: Hallum			FIRST NAME: H	idson			M.I.:	
DDRESS: 205 South Second								
TY: West Memphis			STATE	: AR		ZIP CODE: 72301-	COL	INTRY:USA
AS A CONDITION OF	= OBT/ WITH	<u>AININ</u> ANY	<u>G. EXTENDING, AMEND</u> ARKANSAS STATE AGE	ING. OF	RENE	<u>VING A CONTRACT, LEASE, PUR LOWING INFORMATION MUST B</u>	E DISCLOSE	REEMENT. D:
			For			uals*		
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Position Held	Current	Former	[senator, representative, name of board/ commission, data entry, etc.]	From MM/YY	To MM/YY	Person's Name(s)		Relation
General Assembly								
Constitutional Officer					1.4			
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State Employee								
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Milana Otata David or Commissio	n Momb	av Qtata	nt or former, hold any position of co Employee, or the spouse, brother, sens the power to direct the purchas	eleter Darei	17. OZ CO1100 (rahip interest of 10% or greater in the entity: me of a member of the General Assembly, Constitut to the management of the entity.	imber of the Gener ional Officer, State	al Assembly, Constitu Board or Commissio
verificer, or State Criptoyee. Pos	1	k (√)	Name of Position of Job Held	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		o interest and/or
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Constitutional Officer	+		· ·					
State Board or Commission			and the second sec	1	1			
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State Board or Commission Member			<u> </u>	1	L		موستة مانعت بسليدي وي	

Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

- 1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.
- 2. I will include the following language as a part of any agreement with a subcontractor:

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the b that I agree to the subcentractor disclosu	est of my knowledge and bellef, all of the a re conditions stated herein.	bove information is true and correct and
Signature	Title Quaner	Date Osloskou
Vendor Contact Person_Hvdson Hollur	n Title Owner	Phone No. 901.301.5653
Agency Use only Agency Agency Arkansas Departme Number 0645 Name of Health	ent Agency Contact Contact Person <u>Sherry Gibson</u> Phone No.	501- Contract 661-2569 or Grant No.

P .

Sherry Gibson

From: Sent: To: Attachments: Robin Rogers [Robin.Rogers@dfa.arkansas.gov] Wednesday, August 24, 2011 3:34 PM Sherry Gibson Disclosure form.pdf

In accordance with 19-11-264 (Act 567 of 2007) contracts with members of the General Assembly are to be submitted to the Arkansas Legislative Council for review. We do not consider sub-grants actual contracts however we do strongly suggest you submit this one to the ALC.

Thanks,

Robin

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Yes ∑NO IS THIS FOR: NOPAYER ID NAME:Crittenden EMS LLC Goods? ∑ Services? Both? OUR LAST NAME: Hallum FIRST NAME: Hadson ML: DDRESS: 205 South Second ML: COUNTRY: USA AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT. LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY. THE FOLLOWING INFORMATION MUST BE DISCLOSED: COUNTRY: USA AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT. LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY. THE FOLLOWING INFORMATION MUST BE DISCLOSED: For I I n dividuals* Addate below If: you, your spouse or the brother, stater, parent, or child of you or your spouse be a current or former: member of the General Assembly. Constitutional Officer, State Beard or Contrelember, and the preson(s) name and how are they related to you? Position Held Mark (*) Name of Position of Job Held Beard? constitutional officer, State Beard or Commission, data entry, etc.] For Must the person(s) name and how are they related to you? Mark (*) Name of Position of Job Held Beard? For How Long? [J.a.mac A Poblic, State, Board or Commission data entry, etc.] Mark (*) Name of Position of Job Held Beard? Former To A D Position State Beard or Commission, data entry, etc.] Form I or Commission data entry, etc.] Mark (*) Name of Position, data entry, etc.]		the second s		ay result in a delay in obtaining a co	ontract, leas	e, purchas	e agreement, or grant award	with any Arkansas Sta	ate Agency.	
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Doness: 205 South Second Inr: West Memphis STATE: AR ZP CODE: 72301 COUNTRY.USA AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY. THE FOLLOWING INFORMATION MUST BE DISCLOSED: For Individuals For Individuals Individuals Countrev.USA dicate below If: you, your spouse or the brother, stater, parent, or child of you or your spouse is a current or former: member of the General Assembly. Constitutional Officer, State Board or Con- tember, or State Employee: What is the person(s) name and how are they related to you? Position Held Mark (v) Name of Position of Job Held [senser, representably, name of beard commission, case entry, eds] For How Long? What is the person(s) name and how are they related to you? Reneral Assembly Image: person(s) name and how are they related to you? [ji.e., Jane Q. Public, J., elubic,	AXPAYER ID NAME:Crittenden	EMS LI	LC		ervices	s?	Both?			
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Contract and Grant Disclosure and Certification Form

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Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

- 1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.
- 2. I will include the following language as a part of any agreement with a subcontractor:

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3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

that I agree to the si Signature	nty of perjury, to the best <u>ibcentractor disclosure co</u> on Hudson Hollum	<u>of my knowledge and bellef</u> <u>onditions stated herein.</u> Title Owner Title Owner		Date <u>08/05/2011</u> Phone No. <u>901.30156</u>
Agency Use only Agency Agenc Number 0645 Name	· · · · · · ·	Agency Contact Person Sherry Gibsor	Contact 501- Phone No. <u>661-2569</u>	Contract or Grant No

ARKANSAS DEPARTMENT OF HEALTH SUB-GRANT AGREEMENT

This Agreement is entered into between the State of Arkansas, Arkansas Department of Health, Health Protection, Trauma Section,

hereinafter referred to as the Department and the Recipient, as indicated below, hereinafter referred to as the Recipient. This Agreement will begin on 8/15/2011 and will end on 6/30/2012 .

In no event shall the initial term of the agreement extend beyond the end of the current biennial period unless the General Assembly, prior to the expiration of the biennial period, makes an appropriation for such purpose.

I. Recipient I	I. Recipient Information				
	Number 100167555	Taxpayer/Employer Ic	lentification Number	25-1915451	
Name Crittenden EMS LLC					
Address 205 S	outh Second				
City West	Memphis			Lip Code 72301	
Recipient Contac	t Hudson Hallum, Ow	vner		tcoems@yahoo.com	
Name & Title			Area Code + Phone	870-733-1166	
II. Purpose a	and Scope				
Sub-Grai		tionary			
Purpose of Sub-	Grant				
Provide sustainir	g funding to allow interest	ed Arkansas licensed ambulance se	ervices to continue pre-h	ospital trauma readiness within	
the trauma system					
	1.				
Total Funding an	nount of this sub-grant is \$	25,569.00.			
No. of the					
1					
Geographical C	overage Area: Indicate ge	ographical coverage area as either	statewide or by individu	al counties, alphabetically.	
Crittenden Cou					
ADH Contact N				ode + Phone 501-671-1452	
Sub-Grant Deve		and the second sec		ode + Phone 501-671-1449	
All parties agree	the following attachments	contain the objective and scope an	d are hereby made a par	t of this sub-grant.	
These attachmen	ts may not be altered or mo	odified without a written amendme	nt signed by all parties.		
Attachment #		Descrip	tion		
1	Purpose and Scope				
2	Budget and Budget Nar	rative			
3		Lobbying & LLL Form (if LLL	is applicable)	- <u> </u>	
4	Business Associate Agreement				
5	Recipient's Response to Soliicited Proposal				
6	Special Language				
7	Act 393 of 2009				
	14				
	22			4° (P)	
Other documen	tation to be included if ap		rant Disclosure and Ce	runcation form	
Chief accamen	and to be meraded if ap	ppilcable 🛛 Illegal Immigra	nt Certification		
III. Checklist	for Debarred Vendors -	To be completed by Contract Su	pport Section	e -	
				Verification 08°01-11	
AR OSP & FEDERAL EPLS VES NO Initials ON Date of Verification V& U(-1)					

FIN-9600 (R 12/10)

ARKANSAS DEPARTMENT OF HEALTH SUB-GRANT AGREEMENT

Procurement Method, Funding Information, Agreement Liability, and Source of Funds IV. Solicited Proposal **Procurement Method** Funding Source ----Funding Source -----**Funding Source 1 Funding Information** Active Date: From 8/15/2011 Active Date: To 6/30/2012 AASIS Material # 10090134 5100001000 General Ledger Cost Center 610076 AATR00XX Internal Order # Fund **BAA0300** Fund Center **59TE** 510:00:04 _ Commitment Item N/A CFDA # Source of Funding State ----...... 100 % of Funding **Payment Method Fixed Rate** -----Annual **Payment Schedule** \$ \$ \$ 25,569.00 Proposed Amount Funding Source ----Funding Source - - - -Funding Source - - - -**Funding Information**

Active Date: From		
Active Date: To		
AASIS Material #		
General Ledger	 	
Cost Center		
Internal Order #		
Fund		
Fund Center		
Commitment Item	 	
CFDA #		
Source of Funding	 	
% of Funding	 	
Payment Method	 	
Payment Schedule	 	
Proposed Amount	\$ \$	\$

	Agreement I	iability - Grand Total	\$ 25,569.00
te the appropriate box	or boxes below to total 10	0% of the funding in this a	greement.
% State Funds	% Cash Funds	% Trust Funds	% Other Funds
100			
Trauma EMS Sustaini	ing Grant		
		·····	
	2 of 6	······································	
	% State Funds 100	te the appropriate box or boxes below to total 10 % State Funds % Cash Funds 100 Trauma EMS Sustaining Grant	Trauma EMS Sustaining Grant

910/20 20/10/20

ARKANSAS DEPARTMENT OF HEALTH SUB-GRANT AGREEMENT

V. Cancellation

A. The Department and the Recipient agree that either party may cancel this agreement unilaterally at any time by giving the other party thirty (30) calendar days written notice, and delivering notice of cancellation either in person or by certified mail, return receipt requested, restricted delivery. Cancellation notices to the Arkansas Department of Health must be sent to the ADH Director or the authorized representative designated herein.

VI. Program Compliance

- A. State and Federal Laws: Performance of this sub-grant by the Recipient and the Department must comply with state and federal laws and regulations. If any statute or regulation is enacted which requires changes in this sub-grant, the Recipient will receive notification of the required changes. This sub-grant shall then be amended according to the procedures outlined in Section X.
- **B.** Force Majeure: Neither party will be held responsible for any delay or failure to perform any part of this subgrant when such delay or failure results from fire, flood, epidemic, war or insurrection, unusually severe weather, or the legal acts of public authorities.
- C. Compliance with Nondiscrimination Laws: The Recipient will comply with all applicable provisions of the following federal regulations related to nondiscrimination, both in service delivery to clients and in employment, including, but not limited to, the following:
 - Title 45 Code of Federal Regulations:
 - Part 80 (Nondiscrimination on the Basis of Race or Sex)
 - Part 84 (Nondiscrimination on the Basis of Handicap)
 - Part 90 (Nondiscrimination on the Basis of Age)
 - Americans with Disabilities Act of 1990, U.S.C. Section 12101 et. seq.
 - Title 28 Code of Federal Regulations:
 - Part 35 (Nondiscrimination on the Basis of Disability in State and Local Government Services)
 - Title 41 Code of Federal Regulations:
 - Part 60-741 (OFCCP: Affirmative Action Regulations on Handicapped Workers)
 - The Department will furnish a copy of these regulations to the Recipient upon request.
- D. Certification Regarding Lobbying: The Recipient will comply with Public Law 101-121, Section 319 (Section 1352 of Title 31 U.S.C.) by certifying that appropriated federal funds have not been or will not be used to pay any person to influence or attempt to influence a federal official/employee in connection with the awarding of any federal contract, sub-grant, loan or cooperative agreement for an award in excess of \$100,000.00.

This certification is included as Attachment 3 to this sub-grant.

If the Recipient has paid or will pay for lobbying using funds other than appropriated federal funds, Standard Form-LLL (Disclosure of Lobbying Activities) shall be completed and included with Attachment 3 to this sub-grant.

E. Certification Regarding Debarment and Suspension: The Recipient, as a lower tier recipient of federal funds, will comply with Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions). By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

TTAT 0 (00 (D 10/10)	2 of 6	
FIN-9600 (R 12/10)	3 of 6	
1111 2000 (11 12/10)		41
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		12
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ARKANSAS DEPARTMENT OF HEALTH SUB-GRANT AGREEMENT

- 1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

(Reference Section III. Checklist for Debarred Vendors)

F. Legislative Review: Act 1032 of 1999 specifies that no state agency shall award any discretionary sub-grant that exceeds \$10,000.00 prior to review by the Arkansas Legislative Council or the Joint Budget Committee. If the state agency determines that an emergency exists the state agency may award the sub-grant prior to review, and shall immediately notify the Legislative Council or Joint Budget Committee as to the facts constituting the emergency.

All non-discretionary sub-grants are exempt from review.

Certain discretionary sub-grants are exempt from review. These include:

- sub-grants to another governmental entity such as a state agency, public educational institution, federal
 governmental entity or body of a local government
- disaster relief sub-grants
- sub-grants identified by the Arkansas Legislative Council to be exempt
- sub-grants deemed to contain confidential information that would be in violation of disclosure laws
- sub-grants for scholarship or financial assistance award to or for a post-secondary student

VII. Program Operation

- A. Purpose and Scope: The Recipient shall furnish a description of the purpose and scope of this sub-grant as specified in Attachment 1.
- **B.** Statistical and Financial Information: The Recipient shall certify and compile statistical and financial information. Financial information shall be maintained in accordance with generally accepted accounting principles.
- C. Subcontracting: The Recipient shall be responsible for the performance of all obligations under this sub-grant, including subcontracted services. The Recipient shall notify all subcontractors that the Department is not responsible for payments to the subcontractor and that all reimbursement for subcontracted services will be made by the Recipient.

VIII. Information and Records

- A. Access to Records: The Recipient will grant access to its records upon request by duly authorized representatives of state or federal government entities. Access will be given to any books, documents, papers or records of the Recipient which are related to any services performed under the sub-grant. The Recipient additionally consents that all sub-grants will contain adequate language to allow the same guaranteed access to the records of sub-grantees.
- B. Record Retention: The Recipient will retain all books, records, and other documents relating to expenditures and services rendered under this sub-grant for a period of five (5) years from the date this sub-grant expires, or if an audit is pending at the end of the five-year period, until resolution of the audit. Department access to all books, records, and other documents will be according to the procedures outlined in Section VIII, A, of this sub-grant. HIPAA-related records will be retained for a minimum of six (6) years from the date of sub-grant expiration.

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ARKANSAS DEPARTMENT OF HEALTH SUB GRANT-AGREEMENT

C. Confidentiality of Client Records: The Recipient will maintain the confidentiality of all client records. This restriction does not apply to disclosures made with the informed, written consent of the client, or if the client is not a competent adult or is a minor, with such consent of the client's parent, guardian or legal representative.

IX. Fiscal Practices

- A. Claims: Only those claims for costs and services specifically authorized under this sub-grant will be allowed by the Department. Any work performed, material furnished, or costs incurred not covered by this sub-grant shall be solely the responsibility of the Recipient.
- **B.** Non-Duplication of Payment: Services provided or costs incurred under this sub-grant shall not be allocated to or included as a cost of any other State or Federally financed program.
- C. Billing: Billing under this agreement will be in accordance with established Department procedures. Payment method will be as stated in Section IV of this agreement. Final invoices must be submitted to Arkansas Department of Health within thirty (30) calendar days of contract expiration. Failure to comply may result in non-payment.

Pursuant to Arkansas Code Annotated 19-4-1206, the agency shall certify that the services have been performed or the goods received prior to payment being authorized and processed.

- **D.** Limitation of the Department's Obligation To Pay: The Department is not obligated to make payment under this sub-grant if the Department does not receive sufficient monies from the funding source(s) designated in this sub-grant to fund said obligations and other obligations of the Department, or is not given legal authority from the Arkansas Legislature to expend these funds. The Department is not obligated to make payment if sufficient state or local matching money is not available at the time the bill is presented for payment.
- E. Payment From Department Considered Payment In Full: Payment received from the Department under this sub-grant shall be payment in full for all services and/or costs covered by the payment. No fee or other charge shall be made against a client or a third party for these services and/or costs. This paragraph does not preclude allocation of costs among two or more funding sources, or payment of portions of a service and/or cost under different funding sources, so long as there is no duplication of payment.
- F. Audit Requirement: For awards in excess of \$300,000.00 a current audit report is due. Recipient shall comply with the ADH audit requirements as outlined in Arkansas Department of Health "Audit Guidelines." Copies may be obtained from:

Arkansas Department of Health Internal Audit Section 4815 West Markham Street, Slot 54 Little Rock, Arkansas 72205-3867

G. Departmental Recovery Of Funds: The Department shall seek to recover funds not utilized in accordance with the terms and conditions of this sub-grant.

X. Amendment

Any amendment to this sub-grant shall be valid only when in writing and when duly signed by the authorized representative(s) of the Recipient and the Arkansas Department of Health. Recipient and Department acknowledge that no verbal or written representations, other than those contained herein, have been made as an inducement to enter into this agreement and that this writing constitutes the entire agreement.

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ARKANSAS DEPARTMENT OF HEALTH SUB-GRANT AGREEMENT

XI. Certification and Signature

- A. Recipient Certification of Documentation: The Recipient certifies that all documentation presented to obtain this sub-grant is true and complete. The Recipient agrees to notify the Department of any changes in this documentation except when the Department has given specific written permission to waive such notification.
- **B. SIGNATURES:**

Signature of Sub-Grant Recipient Authoriz	zed Representative
620lli	08/05/2011
Signature of Recipient Authorized Representative	Date
Hudson Hallum	Owner
Printed Name of Recipient Authorized Representative	Title
authority to sign this sub-grant on behalf of the Recipient. This s on page 1, but no earlier than the date signed by the last signing p Signature of ADH Agency Authorized	Representative
JUL -	8-11-4
Signature of ADH Agency Authorized Representative	Date
Robert S. Bennett	CFO
Robert S. Bennett Printed Name of ADH Agency Authorized Representative	CFO Title

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DFA Illegal Immigrant Contractor Disclosure Certification

DFA Illegal Immigrant Contractor Disclosure Certification View Submission Details

Vendor:	Crittenden Emeregency Medical Services, LLC
Contract Type:	Technical/General Services
Bid Number:	N/A
Disclosure Statement:	l, certify that we/l do not employ or contract with an illegal immigrant. Answer: yes
Contact E-mail:	crittcoems@yahoo.com
Agency Name:	Department of Health
Submitted At:	07-22-11

All las 7/22/2011

https://www.ark.org/dfa/immigrant/index.php/disclosure/print_view/10644

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Purpose & Scope of Work Emergency Medical Service Providers Sub-grant

Each year, several thousand Arkansans are either incapacitated or killed from traumatic injuries. Costs to Arkansas are high in terms of years of potential life lost, inpatient and outpatient treatment costs, and short-term and long-term treatment expenses. Injury has been and remains the number one killer of Arkansans from ages one through 44. Trauma systems and designated trauma centers have proven to be vital elements to reduce injury-related hospitalizations, deaths, and associated costs per Act 393 of 2009.

Emergency Medical Services (EMS) is a necessary component of a statewide trauma system to ensure that a patient receives a quality continuum of care from site of incident to the medical facility. As the initial contact with emergency care, it brings life-saving equipment and personnel to the scene. Although Arkansas has taken great strides by having 80% of the permitted ambulance vehicles (ground and air) at the advanced life support level, there are still opportunities for improvement. The grant funds will provide sustaining grants for Arkansas licensed ambulance services to continue pre-hospital trauma readiness and to advance the level of pre-hospital care for all Arkansas.

To receive reimbursement funding, applicant must:

- Meet licensing requirements outlined in current "Arkansas Rules and Regulations for Emergency Medical Services".
- Utilize the Arkansas Trauma Communications Center (ATCC) through AWIN radio assigned Trauma Talk Groups and abide by all ATCC protocols. All major and moderate trauma patient transports must be coordinated through the ATCC.
- Participate in the statewide Trauma Registry by submitting all electronic data records for calendar year 2011 EMS runs to the Section of EMS by March 31, 2012.
- Participate in the Trauma Regional Advisory Council (TRAC) within the applicant's respective region.
 Participate in all TRAC and state performance improvement activities. Participation is determined and verified by the TRAC within the region.
- Participate in hospital sponsored training as available.
- Incorporate the CDC recommended Trauma Treatment and Transport Protocol into the ambulance service's
 protocol by March 31, 2012.
- Establish and submit backfill agreements by March 31, 2012 to the ADH Section of EMS (minimum of two backfill agreements required).
- Provide a written/electronic summary of pre-hospital care to the receiving facility immediately upon relinquishment of patient care. The summary can be either:
 - o the ambulance service encounter form (complete patient care report)

or

 a brief written/electronic summary of pre-hospital care. An example of a brief summary is available on the Arkansas Department of Health (ADH) Trauma Section website at <u>www.healthy.arkansas.gov</u>

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- Submit the ambulance service encounter form to the receiving facility within 48 hours of relinquishment of patient care (if not delivered immediately upon relinquishment of patient care).
- Utilize Trauma Bands per the trauma band protocol as outlined in the trauma band newsletter that can be found at <u>www.healthy.arkansas.gov</u> and record the trauma band number on the patients' charts or equivalent records, and to the Trauma Registry.
- Submit all original invoices by June 15, 2012 and close-out forms to the ADH Trauma Section by June 30, 2012. Only invoices for routine, day-to-day expenses occurring between June 15 and June 30, 2012 will be accepted after June 15, 2012.

Conditions and Eligibility

- Fixed Wing Air Services are not eligible for trauma start-up or sustainment grants
- Advanced Response Non-Transport Services are not eligible for trauma start-up or sustainment grants
- Stretcher services are not eligible for trauma start-up or sustainment grants
- For services with multiple licenses within a single county, only one license is eligible per county for state FY 2012 funding
- Services with an initial start date after July 1, 2011 are not eligible for FY 12 trauma start-up or sustainment grants
- Eligible services must have a current license upon award of funding
- Special Purpose licenses will only receive base grant no population modifier
- To receive reimbursement:
 - Eligible expenses must be for improvement to trauma patient care or trauma system development
 - Must invoice for reimbursement of actual expenditures against the sustaining funds in the manner reflected in the approved budget
 - Must use approved trauma reimbursement invoice located at <u>www.healthy.arkansas.gov</u>
 - Must provide paid invoices or other methods of proof of expenditures to be submitted with the invoice for reimbursement
 - Travel reimbursement must meet Federal GSA per diem requirements (<u>www.gsa.gov/perdiem</u>)
 - Ineligible expenses: 1) items reimbursed through ADH trauma start up grant funds 2) items reimbursed through other funding sources (e.g. federal grant funds)
- Work will be done within the constraints of the sub-grant with a proposed effective period of 8/15/2011 through 6/30/2012 (individual start dates will vary). The contract may be extended for six (6) additional one year periods, or any portion thereof, contingent upon approval by the program, the ADH, any required legislative reviews, and upon the appropriation of necessary funding.

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Submit all required documentation to:

Arkansas Department of Health Trauma Section 4815 West Markham, Slot 4 Little Rock, AR 72205-3867

Please note: All receipts and invoices related to this grant should be kept for a minimum of five years for future audit purposes

Geographical Coverage Area

Crittenden County

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Total Grant Budget Form

Vendor Name: Crittenden EMS LLC	
Vendor #: 100167555	
Total Sustaining Grant Amount: \$ 25,569.00	
Budget Categories	Amount
Salary	\$ 0.00
Justification: N/A	
Fringe	\$ 0.00
Justification: N/A	
Travel	\$ 0.00
Justification: N/A	- A sector and the sector and the
Anometican	\$ 0.00
Operations Justification: N/A	ψ 000
	\$ 22,569.00
Equipment/Supplies/Meeting Expenses (Item List below) Justification: Purchase reporting software/computers to provide data to t	
Justification. Furchase reporting software computers to provide during	
Training	\$ 3,000.00
Justification: Advanced Trauma Education	
Total Direct Cost	\$ 25,569.00
Total Budget	\$ 25,569.00

Equipment/Supplies Total	\$ 22,569.00	
	Amount	
Miscellaneous Equipment (all items under \$25,000.00)	\$22,569.00	
Supplies	\$	
Itemized Equipment (Items over \$25,000.00)		,
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CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, SUB-GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal sub-grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, sub-grant, loan, or cooperative agreement.
- 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, sub-grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," attached hereto, in accordance with its instructions. This disclosure form must be filed with the Arkansas Department of Health (ADH) at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. An event that materially affects the accuracy of the information reported includes:
 - a. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or,
 - b. A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or,
 - c. A change in the officer(s), employee(s), or member(s) contracted to influence or attempt to influence a covered federal action.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Authorized Recipient Representative

08/05/2011 Date

08/10/20 04

Crittenden EMS LLC

Name of Recipient Agency

Trauma EMS Sustaining Grant

Title of Grant Program

Title of Grant Program

Title of Grant Program

FIN-9350 (R 12/10)

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Complete this for			es pursuant to 31 U.S.C. 1352
 Type of Federal Action: a. contract b. grant c. cooperative greement d. loan e. loan guarantee f. loan insurance Name and Address of Report 	2. Status of F Action: a. bid/offer/applic ▶/∧ b. ini c. pos	ederal cation tial award st-award 5. If Repo	3. Report Type: a. initial filing
Prime Subawar Tier H/A	aee , if Known:		N (A
Congressional District, <i>if k</i> 5. Federal Department/Agency N (A_		7. Federal	essional District, if known: Program Name/Description: N /A
3. Federal Action Number, if k N/A	10wn:	9. Award A \$	Amount, if known: N
10. a. Name and Address of Lot Registrant (if individual, last name, firs N //		different fro	nals Performing Services (including address i m No. 10a) e, first name, MI): NJA
11. Information requested through this for hitle 31 U.S.C. section 1352. This disclosur activities is a material representation of fa- reliance was placed by the tier above when was made or entered into. This disclosure pursuant to 31 U.S.C. 1352. This informat to the Congress semi-annually and will be inspection. Any person who fails to file the disclosure shall be subject to a civil penalt \$10,000 and not more than \$100,000 for ex Federal Use Only	e of lobbying ct upon which a this transaction is required ion will be reported available for public e required y of not less than	Title: Ou Telephone Authorized for	Hudson Hallum 2012 No.: 901.301.550 Date: 05/05/2011 Local Reproduction n-LLL (Rev. 7-97)

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DISCLOSURE OF LOBBYING ACTIVITIES

CONTINUATION SHEET Approved by OMB

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Reporting Entity Crittenden EMS, LLC

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ARKANSAS DEPARTMENT OF HEALTH BUSINESS ASSOCIATE AGREEMENT EXHIBIT 4

1. Definitions

(a) Business Associate. Business Associate shall mean:

	Crittenden EMS LLC
Business Associate Name (Contractor Name)	
	205 South Second, West Memphis, AR 72301
Business Associate Address	
	Provide sustaining funding to allow interested Arkansas licensed ambulance services to continue pre-hospital trauma readiness within the trauma system.
Nature of Contract	

- (b) Covered Entity. "Covered Entity" shall mean the Arkansas Department of Health (ADH).
- (c) Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (d) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- (e) **Protected Health Information**. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (f) Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.
- (g) Secretary. "Secretary" shall mean the Secretary of the U. S. Department of Health and Human Services or his designee.

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2. Obligations and Activities of Business Associate

- (a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (c) To the extent allowable by law, the Business Associate agrees to indemnify and hold the Arkansas Department of Health and its employees harmless, for any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- (d) Business Associate agrees it will not share, disseminate, send, copy, distribute, disclose or otherwise make available to any agent, subcontractor or third party Protected Health Information received from the Arkansas Department of Health without the express written consent of the Arkansas Department of Health.
- (e) Business Associate agrees to ensure that, pursuant to section 2.(d) of this agreement, any agent, subcontractor or third party to whom it provides Protected Health Information, received from, or created or received by Business Associate on behalf of the Arkansas Department of Health agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- (f) Business Associate agrees to mitigate any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- (g) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware as well as any security incident of which it becomes aware,
- (h) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner acceptable to ADH, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- (i) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner acceptable to ADH.
- (j) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a time and manner acceptable to ADH or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (k) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (I) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner acceptable to ADH, information collected in accordance with Section (i) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (m) Business Associate agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic PHI that the Business Associate creates, receives, maintains or transmits on behalf of the Covered Entity pursuant to 45 CFR Part 164.

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3. Permitted Uses and Disclosures by Business Associate General Use and Disclosure Provision

(a) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to, Covered Entity for the purposes set forth in the Covered Entity's applicable policies, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity as set out in the ADH Notice of Privacy Practices incorporated herein by reference.

4. Specific Use and Disclosure Provisions

- (a) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (b) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B
- (c) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with Sec. 164.502(j) (1).

5. Obligations of Covered Entity

- (a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information. Permissible Requests by Covered Entity.

6. Permissible Requests by Covered Entity

(a) Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

7. Term and Termination

- (a) Term. The Term of this Agreement shall be effective as of when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section
- (b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the contract Agreement between the Business Associate and ADH, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

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- (2) Immediately terminate this Agreement and the contract between the ADH and Business Associate if Business Associate has breached a material term of this Agreement and cure is not possible; or
- (3) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- (c) Effect of Termination.
 - (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information
 - (2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon written notice to the Director of the ADH that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

8. Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (c) Survival. The respective rights and obligations of Business Associate under "Effect of Termination" of this Agreement shall survive the termination of this Agreement.
- (d) Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

9. Signatures

Signature of Business Associate Authorized Representative

Hudson Hallum

Associate Authorized Representative Printed Name of Business

Signature ADH Program Authorized Representative

05/05/201

Owner Title

8-11-11 Date

CFO

Title

Robert S. Bennett

Printed Name of ADH Program Authorized Representative

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Required Information Form

Please complete the information requested below. This information will be used to develop the grant packet and as the agencies solicited proposal. Please be sure to enter the information as it shows on the State's AASIS Vendor Information. If you need assistance completing this form, please contact the ADH/Trauma Section at (501) 683-0707.

Vendor Information:

Vendor Name:	Crittenden EMS LI			
Vendor Number:	100167555	Vendor Tax ID Number: 25-1915451		
Vendor Physical Address:	205 South Second	St		
Vendor City:	West Memphis	State: AR Zip Code + 4: 72301		
Vendor P.O. Box:				
Vendor P.O. Box City:	State: AR	Zip Code + 4:		
Vendor Fiscal Year:	January (Month) to December (Month)			
Vendor is a: For Profit				

Contact Information:

Applicants should indicate the contact person who will sign the grant documentation when it is sent to the agency:

Name: Hudson Hallum Title: Owner Phone Number: 870-733-1166

E-Mail Address: crittcoems@yaboo.com

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Special Language

The Trauma Hospital Sustaining Grant is provided to hospitals having achieved trauma level designation in Arkansas. Funds are provided to help facilities continue providing trauma healthcare as a designated trauma center.

This grant award includes a budget submitted by the hospital outlining anticipated expenditures of the total grant award necessary to assist in achieving the Purpose & Scope of Work included in this grant packet. A report on progress towards accomplishing the Purpose & Scope of Work and outlining expenditures of grant funds must be submitted to the Arkansas Department of Health at the end of the grant period. Please find the Grant Closeout Form on our website at <u>www.healthy.arkansas.gov</u>. Subsequent grant funding is contingent upon satisfactory progress towards accomplishing the Purpose & Scope of Work included in this grant packet.

Funding for the Trauma Hospital Sustaining Grant will be provided to recipients as funds are available. Distribution of award is dependent on availability of funds.

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Ågræment # Attachment # 7 Action# New						
Page 1 of 1		Stricken language would be deleted from and underlined language would be added to the law as it existed prior to this session of the General Assembly. Act 393 of the Regular Session				
	1	State of Arkansas As Engrossed: S2/25/09				
	2	87th General Assembly A Bill				
	3	Regular Session, 2009 SENATE BILL 3	15			
	4					
	5	By: Senator Steele				
	6	By: Representatives Shelby, Allen, Blount, Carroll, Cash, Cheatham, Cole, J. Edwards, Flowers, R.				
	7	Green, House, D. Hutchinson, Hyde, Ingram, Kerr, W. Lewellen, Lowery, McCrary, Patterson, Pennar	tz,			
	8	Perry, Reep, J. Roebuck, Saunders, G. Smith, L. Smith, Tyler, Wagner, Webb, Williams				
	9					
- 29	10					
1.1	11	For An Act To Be Entitled				
	12	AN ACT TO AMEND THE TRAUMA SYSTEM ACT, § 20-13-				
	13	801 ET SEQ.; AND FOR OTHER PURPOSES.				
(a)	14					
	15	Subtitle				
1.0	16	TO AMEND THE TRAUMA SYSTEM ACT.				
	17		-			
	18					
	19	BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:				
	20					
	21	SECTION 1. Arkansas Code Title 20, Chapter 13, Subchapter 8 is amende	ed			
	22	to read as follows:				
	23	20-13-801. Title.	2			
	24	This subchapter shall be is known and may be cited as the "Trauma				
	25	System Act".				
	26					
	27	20-13-802. Legislative findings.				
	28	The General Assembly finds that:				
:	29	(1) Traume Traumatic injury is recognized as the leading killer	C			
	30	of persons one (1) year to forty-four (44) years of age and is a serious yet	Ċ			
	31	preventable disease. condition;				
	32	(2) Deaths due to trauma in the United States for 2005 were	_			
	33	nearly one hundred thirty-nine thousand (139,000), and children nineteen (19	<u>})</u>			
	34	years of age or younger accounted for nearly twelve percent (12%) of the				
	35	deaths:				



