



Date: June 21, 2024

To: EMSA Board of Trustees
Johna Easley, President & CEO

From: Lora Conger, CFO

Re: Professional Services Agreement for Medical Direction – Dr. Knoles

On July 1, 2022, EMSA amended the Professional Services Agreement between the Board of Regents of the University of Oklahoma Health Sciences Center Department of Pediatrics (“University”) and Emergency Physicians Foundation (“EPF”) where the University will employ and provide an Associate Medical Director selected and approved by the EPF.

Under the provisions of the Agreement EMSA, as the Administrator of the Quality Assurance Fund, agreed to pay the University no more than \$100,000.00 per year during the contract period beginning July 1, 2022, auto renewing until June 30, 2025, to cover costs associated with the Associate Medical Director’s duties and responsibilities as outlined in the Agreement. At the request of the MCB, the terms of the contract have been changed to reflect an increase in annual costs associated with the provision of an Associate Medical Director. Whereby EMSA, as the Administrator of the Quality Assurance Fund, agrees to pay no more than \$150,000.00 annually to cover costs associated with the Associate Medical Director’s duties and responsibilities as outlined in the Agreement. No other changes to the agreement have been made.

EMSA Purchasing Policy A3 section C, requires that all purchases for professional services exceeding \$100,000 must be approved by the EMSA Board of Trustees. As such, EMSA is requesting board approval for the Amendment to the Professional Services Agreement dated July 1, 2022.

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this “*Agreement*”) is entered into June 15, 2024 (“*Effective Date*”) by and between OU Health Partners, Inc. (“*OUHP*”), Emergency Physicians Foundation (“*EPF*”) and Emergency Medical Services Authority (“*EMSA*”). EPF and EMSA are collectively referred to herein as “*CLIENT*”. OUHP and CLIENT are sometimes referred to herein individually as a “*Party*” and collectively as the “*Parties*.”

WHEREAS, CLIENT desires to have OUHP provide certain services to CLIENT during the term of this Agreement, as set forth herein, and OUHP desires to provide such services in accordance with the terms and conditions of this Agreement; and

WHEREAS, OUHP and CLIENT desire to provide a full statement of their respective rights and obligations in connection with the performance of the Parties’ duties hereunder.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreements set out below, the Parties agree as follows:

1. Services. OUHP agrees to provide the services of a licensed Emergency Medicine Physician (“*Specialist*”). OUHP shall provide these services as described in this Agreement and in further detail on **Error! Reference source not found.** attached hereto and incorporated herein by this reference (the “*Service*”).

2. Term and Termination. This Agreement shall remain in effect beginning on the Effective Date and ending on June 30, 2025 (the “*Term*”), and may renew for successive one-year terms upon the mutual written agreement of the signatories of the parties (including electronic communications between signatories). Except as otherwise provided in this Agreement, either Party at any time may terminate this Agreement, with or without cause, by giving written notice of such termination to the other Party at least thirty (30) days prior to the date on which the termination is to be effective, such date to be specified in the notice.

3. Fees. In consideration of the Services to be provided to CLIENT under this Agreement, CLIENT agrees to pay OUHP fees as outlined in

EMSA

By:

Title:

Date:

EXHIBIT A payable as described therein. OUHP shall submit, pursuant to CLIENT written requirements, detailed documentation which shows the dates, times, and types of Services provided.

Billing will be made monthly and payment will be made within thirty (30) days of receipt of invoice for Services so rendered and mailed to the following address:

OU Health Partners, Inc.
OUHP Finance Department
1200 Children's Avenue
11th Floor
Oklahoma City, OK 73104

4. Independent Contractor. Each Party and its representatives are performing the Services required hereunder as independent contractors and not as employees, agents, partners of, or joint venturers with the other Party. All personnel assigned by OUHP pursuant to this Agreement shall, for all purposes under this Agreement, be considered employees of OUHP only. Each Party shall assume sole and exclusive responsibility for the payment of wages to its representatives for the services performed by them for the other party. Each Party, with respect to its representatives, shall be responsible for withholding federal and state income taxes, paying Federal Social Security tax, maintaining unemployment insurance, and maintaining workers' compensation in an amount and under such terms as required by the applicable State Labor Code.

5. Professional Liability Insurance. OUHP shall keep and maintain professional liability insurance (including self-insurance) for OUHP and OUHP's Representatives, in the minimum amount of one million dollars (\$1,000,000) for each occurrence and \$3,000,000 in the aggregate. This minimum amount may represent coverage in any combination of primary and excess amounts and OUHP shall provide CLIENT with a certificate of insurance as evidence that this coverage has been obtained.

6. Indemnity. Each party shall be responsible for its own acts and omissions. In accordance with Oklahoma law, OUHP's obligations of indemnification to CLIENT are strictly limited to third party demands, claims, and losses from OUHP's Agreement-related acts and omissions.

7. Notice. Any notices to be given under this Agreement shall be deemed given when in writing and hand-delivered or deposited in the United States mail, certified or registered, postage pre-paid, return receipt requested, to the other Party at the address set forth below or as the Party may designate in writing:

To EPF: Emergency Physicians Foundation

To EMSA: Emergency Medical Services Authority
1417 N. Lansing Ave.
Tulsa, OK 74106

To OUHP:

OU Health Partners, Inc.
1200 Children's Avenue, Ste. 11200
Oklahoma City, OK 73104
Attention: CEO

With a copy to:

OU Health
1200 Children's Avenue, Ste. 11200
Oklahoma City, OK 73104
Attention: Chief Legal Counsel
405-271-5911

8. Entire Agreement. This Agreement, with its Exhibits, contains the entire agreement of the Parties hereto and supersedes all prior agreements, contracts and understandings whether written or otherwise between the Parties relating to the subject matter hereof. No other understanding regarding the same Services provided by this Agreement shall be binding on the Parties unless set forth in writing, signed and attached to this Agreement.

9. Assignment. Neither Party shall assign its rights nor delegate its duties under this Agreement without the prior written consent and approval of the other Party.

10. Severability. The Parties hereto agree that in the event any term or part thereof of this Agreement is held to be unenforceable or invalid then said article or part shall be struck and all remaining provisions shall remain in full force and effect to the extent such a consistent with the intent of the parties.

11. Ownership Certification. CLIENT represents and warrants that it is NOT owned directly or indirectly by a physician or immediate family member of a physician. In addition, the Parties agree that amounts under this Agreement, are fair market value and commercially reasonable, and do NOT vary with, or take into account, the volume or value of patient referrals, if any, or other business generated between OUHP and CLIENT and not expressly recited herein.

12. Audit. OUHP shall have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of CLIENT involving transactions related to this Agreement until the expiration of four (4) years after final payment hereunder. CLIENT further agrees within 5 days to furnish, when requested by OUHP, such books, documents, and records of CLIENT as are necessary to verify the accuracy of amounts invoiced against any past or current goods and services provided by OUHP.

13. Confidential Information. During the term of this Agreement CLIENT or CLIENT's representatives may have access to and become acquainted with any confidential information and trade secrets of OUHP. 'Confidential Information,' shall mean all tangible and intangible confidential and proprietary information and trade secrets (whether or not patentable or copyrightable), owned or possessed by OUHP, including without limitation, OUHP's and its affiliates' and subsidiaries' business information, business practices, plans, strategies, data processes, accounts, CLIENTs, patients, patients groups, patient lists, billing and pricing data, computer or software products or programs and all related documentation, cost, and know-how,

marketing or business plans, analytical methods and procedures, hardware design, technology, financial information, or personnel or OUHP's data, in each case that is disclosed to CLIENT or to which CLIENT gains access in connection with this Agreement.

Confidential Information of OUHP shall also include any information regarding OUHP's employees or OUHPs that contains an employee or OUHP name, social security number, address, telephone number, birthdate, driver's license number, other licensure or certification information, financial account information, benefit or beneficiary information, salary or payroll information (including W-2s), or health information (including, but not limited to, medical record or medical record number). Confidential Information is the exclusive property of OUHP, and, without the prior written consent of OUHP, shall not be disclosed. With respect to any trade secrets, the obligations of confidentiality shall survive the term of agreement and continue for so long as such proprietary information constitutes a trade secret under the Defend Trade Secrets Act, Uniform Trade Secrets Act or any other applicable law.

14. Nonpublication. Both parties agree not to advertise, disclose or otherwise discuss this Agreement and its business relationship with other parties except as may be necessary to obtain advice and counseling from its attorneys, accountants or financial advisors or as may otherwise be required through legal process. Any violation of this provision shall be considered a material breach of this Agreement that confers upon each party the right to terminate the Agreement immediately without further obligation to the other party, except as provided herein, and to seek any other legal recourse available to it. CLIENT agrees not to use any name or mark of OUHP or of OU Health Partners, Inc. or to quote the opinion of any of OUHP's employees in any advertising or other publicity, including in CLIENT lists or on CLIENT's website, without obtaining the prior written consent of OUHP.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Oklahoma, without regard to its choice of law rules. All disputes, claims and other matters in controversy arising directly or indirectly out of or related to this Agreement, or the breach hereof, whether contractual or non-contractual, shall be determined by the appropriate state or federal court located in the State of Oklahoma, Oklahoma County, Western District of Oklahoma.

16. Non-exclusivity. The Services provided by OUHP hereunder are provided on a non-exclusive basis, and CLIENT specifically reserves the right to contract with others for similar services.

17. HIPAA Requirements. To the extent applicable to this Agreement, Parties agree to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C.A. § 1320d through et seq. ("HIPAA") and any current and future regulations promulgated under the HITECH Act or HIPAA, including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations"), and the health information breach notification regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Breach Notification Regulations"), all as amended from time to time and collectively referred to herein as the "HIPAA Requirements. Each party agrees not to use or further disclose any "Protected Health Information,"

including “Electronic Protected Health Information” (as such terms are defined in the HIPAA Requirements) other than as permitted by the HIPAA Requirements and the terms of this Agreement. Each party will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with HIPAA Requirements.

18. Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each Party. No waiver of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each Party to be bound thereby. No waiver by any Party of any misrepresentation, breach of warranty, breach of covenant or other default under this Agreement, or of any obligation required to be performed pursuant to this Agreement, shall be deemed to extend to any prior or subsequent misrepresentation, breach, default or obligation or affect in any way any rights arising by virtue of any such prior or subsequent occurrence. The failure of any Party to assert any of its rights under this Agreement shall not constitute a waiver by such Party of any of such rights.

19. Force Majeure. Neither OUHP nor CLIENT shall be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of either OUHP or CLIENT. Such causes, may include, but are not restricted to, acts of God or of the public enemy, acts of a governmental body other than OUHP acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays must be beyond the reasonable control and without fault or negligence of OUHP, CLIENT or their respective subcontractors.

20. Compliance with the Law. Both Parties agree to comply with all applicable Federal, State, and Local laws, rules, regulations, and accreditation standards pertinent to this Agreement.

21. Federal Healthcare Programs. The parties acknowledge that (i) they are not now and have never been excluded from any federal health care program, including Medicare, Medicaid, TRICARE, CHAMPUS, maternal and child health block grants, social service grants and other state funded health care programs (the “Programs”); (ii) they are not owned or controlled by individuals who have been convicted, sanctioned and/or excluded from a Program; (iii) none of its employees, independent contractors, or agents, have been convicted of a criminal offense which would trigger exclusion from a Program; (iv) none of its employees, independent contractors, or agents have been excluded from a Program; and (v) none of its employees, independent contractors, or agents have been proposed for sanction by a Program. The parties affirmatively agrees to immediately notify the other parties if the party, its owners, controlling individuals or any of its employees, independent contractors, or agents is/are convicted or excluded by a Program. This Agreement is subject to immediate termination by the other parties upon written notice should any party, its owner, controlling individuals or any employee, independent contractor or agent be convicted, sanctioned or excluded by any Program during the term of this Agreement.

22. Corporate Compliance. OU Medicine, Inc. d/b/a OU Health (“OU Health”) maintains a voluntary corporate compliance program to detect and prevent illegal and unethical activities. CLIENT confirms it has been informed of OU Health’s corporate compliance hotline (833-875-7677) and the following website: www.ouhealth.ethicspoint.com, for reporting suspected fraud,

abuse or other illegal or unethical activities, and will assure that all employees or agents of CLIENT who may perform any of the services or obligations under this Agreement are informed of the same and instructed to report accordingly. Section 6032 of the Deficit Reduction Act (DRA) requires OU Health and OUHP to educate its employees, contractors, and agents about Federal and state fraud and false claims laws, which prohibit filing false claims and making false statements, and the whistleblower protections available under those laws. Compliance with Section 6032 of the DRA is a condition of receiving Medicaid payments.

23. Access to Books and Records. The parties shall comply with their respective legal and regulatory record keeping requirements applicable to this Agreement. If applicable, until the expiration of four (4) years after the furnishing of goods and services under this Agreement, each party agrees to make available, upon lawful request from the Secretary of Health and Human Services or the U.S. Comptroller General, and/or a representative of either of the aforementioned, this Agreement and all related books, documents, and records of such party that are necessary to support the nature and extent of the costs of the goods and services under this Agreement.

24. Counterpart Signatures. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile or other electronic imaging technology signatures on this Agreement shall be deemed to be original signatures for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered as of the Effective Date.

OUHP

EPF

By: _____

By: _____

Title: President _____

Title: _____

Date: _____

Date: _____

EMSA

By: _____

Title: _____

Date: _____

EXHIBIT A

SCOPE OF WORK

- 1) OUHP Services and Compensation. OUHP shall provide CLIENT with an Associate Medical Director.
- 2) This Section sets forth the general performance requirements applicable to the Associate Medical Director. The duties of the Associate Medical Director shall include assisting and supporting the Medical Director fulfilling the duties and responsibilities of the Medical Director as stated in the Interlocal Agreement and the Amended and Restated Trust Indenture for EMSA, to the extent same are not fully restated herein, shall also each be performed by the Associate Medical Director under the direction and supervision of the Medical Director.
 - a) General Duties. The duties and responsibilities of the Associate Medical Director, as with the Medical Director, fall into three general categories, each of equal importance:
 - i) Medical Leadership
 - ii) Regulatory Duties (primarily: first response, ambulance service, control center operations, and on-line medical control practices); and,
 - iii) Contract performance-monitoring duties
 - (1) Effective medical leadership requires extensive direct personal contact with first responders and ambulance personnel, and regular participation in meetings involving policy development, case review, dispute resolution, research, and routine administration. Maintaining a current awareness of EMS developments at state and national meetings, and participation in related research and professional publication are also essential to effective medical leadership. Local public speaking about the EMS system, press contacts, and helping to manage the system interface with the medical community each as directed by the Medical Control Board and the Medical Director.
 - (2) Effective regulation and contract performance-monitoring require systematic review of standards and practices.
 - (3) Delegation of Duties: Leadership responsibilities and oversight tasks requiring physician expertise as determined by the MCB, the Medical Director, or Interlocal Agreement may not be delegated by the Associate Medical Director to any other employees.
 - (4) Development/Monitoring of Standards: The Associate Medical Director shall assist and support the Medical Director in the development and annual review of standards and protocols governing every aspect of the EMS system affecting patient care, and with development, implementation, and documentation of a process for monitoring compliance with those standards. Such standards shall govern control center operations, dispatching and delivery of first responder services, and ground ambulance services. Such standards shall include:
 - (a) Medical Protocols;
 - (b) Priority dispatching protocols, telephone protocols, and pre-arrival instruction protocols as appropriate for ambulances and first responders;

- (c) Transport protocols (air and ground);
 - (d) Equipment and supply standards for ambulances, and first responder units;
 - (e) Standards for training, testing, and certification of ambulance crews, first responders, control center personnel, and on-line medical control physicians;
 - (f) Protocols governing on-scene control of patient care, and interactions between first responders and ambulance personnel;
 - (g) Procedures for the conduct of medical audits, including appeals;
 - (h) Standards for provision of on-line medical control;
 - (i) Uniform standards for EMS supplies (brand names and packaging) and for on-board equipment which may stay with the patient during transport (i.e., for use in the on-board equipment exchange program);
 - (j) Standards and procedures related to DNR orders;
 - (k) Standards of due process governing the suspension or revocation of a permit or certification; and
 - (l) Such other standards as may be necessary to ensure reliable patient care.
- (5) In addition to the above-listed standards, the Medical Director shall implement procedures for the routing verification (by sampling method) of response time reports, and for periodic inspection of ambulances, 1st responder units, (both scheduled and "surprise" inspections).
- b) Related Duties: During the course of assisting and supporting the Medical Director in carrying out the responsibilities listed immediately above, the Associate Medical Director shall assist and support the Medical Director in the following as directed by the Medical Director:
- i) Annually complete a comprehensive review of all written protocols of the EMS system, including dispatch protocols, medical protocols, transport protocols, and all other protocols of the system. Such review shall take into consideration the results of medical audits conducted throughout the year, a review of the EMS literature regarding new findings which might impact protocol revision, and input from field personnel and interested physicians.
 - ii) Periodically review as appropriate a program of certification and recertification for the following types of personnel: first responder, paramedics, control center personnel and on-line medical control physicians. Prerequisites for such certification may include reference to other certification or licensee standards, training requirements, evidence of successful participation in required in-service training programs, testing to ensure knowledge of local protocols, cooperation in medical audits when requested, additional written or practical skills testing, direct observation by more experienced personnel during a probationary period, minimum frequencies of encounters with defined patient conditions and/or minimum frequencies of performance of named clinical procedures to ensure against skill degradation; and such other requirements as may be deemed appropriate. Frequency of recertification of

all personnel shall be no longer than every two years.

- iii) Using an inspection checklist and documentation form approved by the MCB, the Assistant Medical Director shall assist the Medical Director in periodically inspecting the on-board medical equipment on all vehicles subject to regulation by the Uniform EMS Ordinance for Emergency Medical Services as such term is defined in the Interlocal Agreement. Where appropriate, such inspections shall include functional testing of on-board equipment to ensure that such equipment is in good working order. Where a deficiency is found which could jeopardize patient care, the operator of the vehicle shall be directed to remove the vehicle from service until the deficiency has been corrected and confirmed by a re-inspecting. Every vehicle subject to inspection shall be inspected at least annually to obtain the required vehicle permit or permit renewal and shall also be subject to unscheduled (surprise) inspections.
 - iv) The Associate Medical Director shall assist the Medical Director in conducting medical audits of EMS system performance.
 - v) The Associate Medical Director, subject to budgetary constraints, shall assist the Medical Director in development and implementation of an organized program of EMS research and publication, including application to appropriate sources for funding of EMS research.
 - vi) The Associate Medical Director shall assist the Medical Director in preparation and periodic review as appropriate of an annual budget for operation of the medical quality control program and shall conform to the approved budget in operating the program.
 - vii) The Associate Medical Director shall under the supervision of the MCB perform the duties and responsibilities of the Medical Director in situations where the Medical Director is incapacitated; unable to fulfill the responsibilities and duties of the position, or the position of Medical Director is otherwise temporarily vacant.
- c) Compensation. CLIENT shall pay OUHP \$150,000 per year, paid in equal monthly installments.
- 3) OUHP Obligations. OUHP represents that any Specialist who provide Services under this Agreement are qualified and competent, and meet the following qualifications:
- a) Have a current, active, and unrestricted license to practice in Oklahoma;
 - b) Shall be a member of good standing of the medical staff of OU Medical Center, Inc. d/b/a/ OU Health; and
 - c) Have current certification by an AMA/AOA recognized board in the applicable specialty, or eligible for certification by such Board.
- 4) Billing. Client retains the right to bill for the Services provided, and OUHP agrees to accept the compensation described in Section 1 of this Exhibit for the Services provided. OUHP agrees not to bill anyone except the Client for the Services provided.