Uniform Ordinance for Emergency Medical Services[1]

[ARTICLE I. IN GENERAL]

§ 1. Definitions.

The following words, terms and phrases, when used in this Code, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(1) *Ambulance* means any ground, air or water vehicle which is designed and equipped to transport a patient or patients and to provide appropriate on-scene and/or enroute patient stabilization and care to or from health care facilities.

(2) *Ambulance response time standards* means:
For all jurisdictions except the Eastern Division non-beneficiary jurisdictions:

priority 1	10 minutes 59 seconds
priority 2	24 minutes 59 seconds
priority 3	60 minutes 0 seconds
priority 4	20 minutes 0 seconds*

(*after agreed-upon pickup appointment)

For Eastern Division non-beneficiary jurisdictions:

priority 1	10 minutes 59 seconds
priority 2	24 minutes 59 seconds
priority 3	60 minutes 0 seconds
priority 4	20 minutes 0 seconds*

(*after agreed-upon pickup appointment)

(3) *Ambulance service* means a person or organization, governmental or private, which operates one or more ambulances as defined herein for purposes of transporting a patient or patients and to provide appropriate on-scene and/or enroute stabilization and care to or from health care facilities.

(4) *Amended and Restated Trust Indenture* means the Second Amended and Restated Trust Indenture for the Emergency Medical Services Authority dated ____________, 2022 and any amendments thereto.

(5) *Contract for special arrangements* means a contract between EMSA and a Beneficiary or Non-beneficiary member jurisdiction which defines the terms of any special arrangements which have been agreed regarding subsidy, fee schedules, response times and supplemental ambulance services. If the contract for special arrangements provides for supplement ambulance services, it shall detail the operational response plan for the supplemental service provider, resource deployment, delineation of command authority, reporting requirements, compensation, if any, between EMSA and the supplemental service provider, and such other provisions as deemed appropriate for the efficient and cost effective delivery of ambulance services within the regulated service area.

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[1]State law reference(s)—Oklahoma Emergency Response Systems Development Act, 63 O.S. § 1-2501 et seq.

(6) *Supplemental service provider* means any beneficiary member jurisdiction or non-beneficiary member jurisdiction within the regulated service area that maintains its own ground ambulance license and maintains a contract for special arrangements with EMSA for the provision of supplemental ambulance services within the boundaries of the municipality or district of such beneficiary or non-beneficiary member jurisdiction.

(7) *On-line medical control physician* means an emergency department or destination facility based physician licensed to practice medicine in the State of Oklahoma, from whom ambulance and emergency medical response agency personnel may take medical direction by radio or other remote communications device.

(8) *Beneficiary member jurisdiction* means the City of Tulsa and The City of Oklahoma City.

(9) *Eastern Division* means that portion of the regulated service area which is located east of The City of Stroud.

(10) *Emergency Medical Services Authority (EMSA)* means the trust established by the City of Tulsa, pursuant to 60 O.S. § 176 et seq., as amended and whose beneficiaries are, jointly, the City of Tulsa and The City of Oklahoma City, and which is established to provide ambulance services to the Cities of Tulsa, Oklahoma City, and other jurisdictions within the regulated service area.

(11) *Emergency call* means a request for ambulance service by or for a patient whose apparent condition, at the time the call is received, presumptively meets the criteria for classification as priority 1 or priority 2, when classified in accordance with telephone algorithms and medical priority dispatch protocols approved by the Medical Control Board.

(12) *Emergency medical personnel/EMS personnel* means those persons who participate directly in the performance of one or more emergency medical services and are certified or licensed by the Oklahoma State Department of Health and credentialed by the Medical Director in the EMSA system.

(13) *Emergency medical services (EMS)* means the following prehospital and interhospital services:

a. *Access and coordination.* The answering and processing of telephone requests from the public for ambulance or first responder services, and including EMS dispatching, emergency and routine; the giving of medical prearrival instructions to callers by telephone; but excluding the process of 9-1-1 complaint-taking when the caller is immediately transferred to an EMS control center;

b. *Emergency medical responder services.* Those emergency services, which are performed by an emergency medical response agency within the regulated service area and credentialed by the Medical Director;

c. *Medical transportation.* Ambulance services, both emergency and non-emergency, including patient assessment, transportation, and medical procedures performed on-scene, en route, during interfacility transport, at an emergency receiving facility when performed at the request of the receiving physician, or non-emergency transfer; and

d. *On-line medical direction.* Instructions given by on-line medical control physicians to Emergency medical responders or ambulance personnel at the scene of an emergency, while en route to a hospital, or during an interfacility patient transfer.

(14) *Emergency Physicians Foundation (EPF)* means that administrative agency established jointly by this and other jurisdictions which have approved the EMS Interlocal Cooperation Agreement, pursuant to the Interlocal Cooperation Act (74 O.S. § 1001 et seq.), as amended and have adopted this Uniform Code for Emergency Medical Services.

(15) *EMS control center (or "control center")* means either of two facilities operated by EMSA, one of which serves as central EMS communications center for the Eastern Division, and the other of which serves as central EMS communications center for the Western Division. EMSA may, when an emergency declaration is made by the EMSA Board of Trustees or its CEO in order to avoid loss of life or damage to

public peace and safety or in order to maintain operation continuity, consolidate the operations of the two EMS control centers to create a single EMS control center to serve the entire regulated service area until such time as the emergency declaration has been rescinded by the EMSA Board of Trustees, or upon cessation of the circumstances which required operational continuity changes. The EMSA Board of Trustees shall meet at its first opportunity following a written request for rescission from a beneficiary member jurisdiction to consider rescinding the emergency declaration.

(16) *EMS Interlocal Cooperation Agreement* means that certain agreement titled Amended and Restated Interlocal Cooperation Agreement and approved by the governing body of the beneficiary member jurisdictions.

(17) *Emergency medical dispatcher (EMD)* means a person credentialed by the Medical Director as trained and competent to properly employ telephone algorithms, medical priority dispatching protocols, and prearrival instructions approved by the Medical Control Board, and to operate the EMS control center's computer-aided dispatch system in accordance with the system status plan, so as to maintain the best possible ambulance coverage of the regulated service area, given the remaining resources available at any point in time.

(18) *Emergency medical response agency (EMRA)* means an organization of any type company, or governmental entity certified by the Oklahoma State Department of Health to provide emergency medical care and limited transport in an emergency vehicle as defined in Section 1-103 of Title 49 of the Oklahoma Statutes. A certified emergency medical response agency shall only provide transport upon approval by the Medical Director or his/her clinical staff at the time of transport and upon a determination that a licensed ambulance provider is not readily available. Certified emergency medical response agencies may utilize licensed emergency medical personnel; provided, however, that all personnel so utilized shall function under the direction of and consistent with transport protocols and other guidelines as required by the Medical Director.

(19) Emergency medical responder (EMR) means any person, fire department unit, law enforcement unit, or non-transporting rescue unit certified by the Oklahoma State Department of Health capable of providing appropriate emergency medical responder service, under the auspices of an Emergency Medical Response Agency.

(20) *Ground ambulance license* means a license issued by the Oklahoma State Department of Health for the provision of basic, intermediate, advanced or paramedic life support ambulance services.

(21) *Medical Control Board* means that body of eleven (11) physicians established jointly by this and other jurisdictions pursuant to the EMS Interlocal Cooperation Agreement and this Code for purposes of providing medical supervision, monitoring, and regulation as described in the Amended and Restated Interlocal Cooperation Agreement.

(22) *Medical Director* /Chief Medical Officer (CMO) means the licensed physician appointed by the Medical Control Board to perform the duties and responsibilities granted and ascribed to the Medical Director herein and in the EMS Interlocal Cooperation Agreement, which includes authorizing certified and licensed emergency medical personnel to perform procedures and interventions detailed in the medical protocols.

(23) *Medical protocol* means any diagnosis-specific or problem-oriented written statement of standard procedure, or algorithm, promulgated by the Medical Director and approved by the Medical Control Board as the medically appropriate standard of prehospital care for a given clinical condition.

(24) *Mutual aid agreement* means a written agreement between EMSA and a primary provider of ambulance services in an adjoining community to the regulated service area, whereby the signing parties agree to lend emergency aid to one another subject to conditions and terms specified in the agreement.

(25) *Non-beneficiary member jurisdictions* means jurisdictions that are not beneficiary member jurisdictions as defined herein, including municipalities, counties, EMS districts, ambulance districts, school districts,

Indian Nations, or other governmental entities that elect to contract with EMSA in order to be included in the regulated service area upon such terms which are mutually agreeable to EMSA and which approves and signs the EMS Interlocal Agreement.

(26) *Operations contract* means any contract awarded by EMSA by competitive bid award for provision of any ambulance services throughout the regulated service area, but does not include a contract for special arrangements with beneficiary member jurisdictions and non-beneficiary member jurisdictions.

(27) *Operations contractor(s)* means the person(s) or firm(s) contracted by EMSA pursuant to ~~the~~ an operations contract.

(28) *Patient* means any human being that has a complaint suggestive of potential illness or injury, requests evaluation for potential illness or injury, has obvious evidence of illness or injury, or has experienced an acute event that could reasonably lead to illness or injury and who may need transport by ambulance, as determined in accordance with applicable provisions of the system standard of care.

(29) *Person* means and includes any individual, firm, association, partnership, corporation, or other group or combination acting as a unit.

(30) *Presumptive priority classification* means the designation by an emergency medical dispatcher (EMD) emergency medical dispatcher (EMD) of a request for service as priority 1, 2, 3, or 4, in accordance with telephone algorithms and medical priority dispatching protocols approved by the Medical Control Board.

(31) *Priority* means the call priority number (i.e., priority 1, 2, 3, or 4) assigned to every request for service received by an EMS control center. Such priorities shall be assigned only by a credentialed EMD, pursuant to telephone algorithms and priority dispatch protocols established by the Medical Director and approved by the Medical Control Board. Classifications shall be consistent with the following definitions:

a. *Priority 1 call* means a presumptively classified life-threatening emergency call;

b. *Priority 2 call* means a presumptively classified non-life-threatening emergency call;

c. *Priority 3 call* means a presumptively classified request for routine patient transport scheduled less than 24 hours in advance of the requested time of pick-up or an unscheduled, nonemergency request for service; and

d. *Priority 4 call* means a presumptively classified request for routine patient transport scheduled 24 hours or more in advance of the requested time of pickup.

(32) *Quality assurance fund* means the fund account which is established pursuant to the EMS Interlocal Cooperation Agreement and, concurrently, by adoption of this Code, and which is administered by EMSA on behalf of the Medical Control Board, and which shall be used solely to fund the activities and related expenses of the Medical Control Board in carrying out its duties and responsibilities as set forth herein and in the EMS Interlocal Cooperation Agreement.

(33) *Regional EMS system* means that network of organizations, individuals, facilities, and equipment which provides emergency medical services, as defined herein, to jurisdictions within the regulated service area, subject to the system standard of care approved by the Medical Control Board.

(34) *Regulated service area* means the combined area which is contained within the boundaries of the municipalities, ambulance districts, EMS districts, school districts, Indian Nations, and other governmental entities which make up the beneficiary member jurisdictions and non-beneficiary member jurisdictions.

(35) *Ambulance response time*—means the actual elapsed time between receipt by the EMS control center of the call and the arrival of a permitted ambulance or mutual aid ambulance at the scene of the incident. For scheduled nonemergency (priority 4) requests, "scheduled time of pick up" shall be substituted for the "time call received" in the response time calculation.

(36) *Emergency medical responder response time*—means the actual elapsed time between notification of the emergency medical response agency by the EMS control center that a emergency medical response unit is needed at a given location, and the arrival of a first response unit at the incident scene.

(37) *Non-emergency call* means a request for ambulance service by or for a patient whose apparent condition, at the time the call is received, presumptively meets the criteria for classification as priority 3 or priority 4, when classified in accordance with telephone algorithms and medical priority dispatch protocols approved by the Medical Control Board.

(38) *Special events ambulance standby service* means the positioning of an ambulance and crew at the location of a publicly or privately sponsored event.

(39) *Sub-area* is a section of the Eastern Division's beneficiary member jurisdiction or the Western Division's beneficiary member jurisdiction drawn so as to divide the service area into three geographical areas for the purpose of equalizing response times within the area.

(40) *System standard of care* means the written body of standards, policies, and protocols governing all clinical aspects of the EMS system, which is approved by the Medical Control Board and which is developed and periodically updated in accordance with procedures set forth in the EMS Interlocal Cooperation Agreement. As used in this context, system standard of care is a comprehensive term including:

a. *Input standards* including but not limited to personnel credentialing requirements, training requirements, equipment specifications, on-board inventory requirements, and other requirements which the system must fulfill before receipt of a request for service;

b. *Performance standards* including but not limited to medical priority dispatching protocols and prearrival instructions, medical protocols, standing orders, response time standards, protocols governing authority for on-scene control of patient care, and other performance specifications describing how the system should behave upon receipt of a request for service; and

c. *Outcome standards* are results the system intends to achieve by meeting its input and performance standards.

(41) *System status plan* means the plan and protocols for staffing, deployment, and redeployment of ambulances which is developed and implemented by EMSA as to all ambulance service providers within the regulated service area in order to meet response time compliance. The system status plan specifies how many ambulances will be staffed and available within the regulated service area each hour of the day, each day of the week, including the locations of available ambulances (not assigned to calls) within the regulated service area, specified separately for each hour of the day, for each day of the week, and every remaining number of ambulances then available in the system, and including protocols for event-driven redeployment of those remaining ambulances.

(42) *Western Division* means that portion of the regulated service area which is located west of Stroud, and which may include the City of Stroud subject to requirements set forth in the EMS Interlocal Cooperation Agreement.

§ 2. Medical Director/Chief Medical Officer.

The Medical Director/Chief Medical Officer shall be appointed by the Medical Control Board as provided for in the EMS Interlocal Cooperation Agreement, shall recommend a system standard of care designed to achieve a state of the art quality of emergency medical care within the regulated service area, shall set standards for clinically equipping ambulances and EMRA apparatus/vehicles and credential personnel as meeting the requirements of this ordinance, and shall have those powers and duties granted and ascribed to him/her in the EMS Interlocal Cooperation Agreement, plus such additional powers and duties as are granted and ascribed to him/her herein.

§ 3. Medical Control Board.

The Medical Control Board is hereby designated as the elected representatives constituting the Board of Directors of the EPF. Its members shall be as provided for in the EMS Interlocal Cooperation Agreement. The Medical Control Board shall be the policy-making, rule-making, and factfinding body that shall review and establish all aspects of the system standard of care; and shall have those powers and duties granted and ascribed to it in the Amended and Restated EMS Interlocal Cooperation Agreement.

§ 4. Emergency Physicians Foundation (EPF).

The Emergency Physicians Foundation, acting through its appointed Medical Control Board, is established, concurrently herewith, by adoption of the EMS Interlocal Cooperation Agreement as the administrative agency to oversee clinical aspects of the care rendered by the regional EMS system to the citizens of the regulated service area. The EPF shall have the powers and duties granted and ascribed to it in the Amended and Restated EMS Interlocal Cooperation Agreement.

§ 5. Emergency Medical Services Authority (EMSA).

EMSA is hereby designated as the sole provider of emergency, and non-emergency ambulance transport services in the regulated service area, pursuant to 63 O.S. §1-2515. No person or entity may provide emergency, non-emergency or special events ambulance services in the regulated service area unless acting as a subcontractor to EMSA or pursuant to a written contract for special arrangements.

EMSA is authorized and directed to take such steps as are necessary to ensure the availability of both emergency and non-emergency ambulance services within the regulated service area, subject to the following requirements:

(a) EMSA shall at all times comply with the terms of: the Amended and Restated EMS Interlocal Cooperation Agreement, the Second Amended and Restated Trust Indenture, this Uniform Code for Emergency Medical Services, and all other applicable laws, rules, and regulations;

(b) EMSA shall at all times be a direct provider of ambulance services in the regulated service area unless the EMSA Board of Trustees elects to contract all or a portion of such ambulance service, pursuant to an operations contract, and in such case shall: employ a competitively selected operations contractor to operate the EMS control centers (Eastern and Western Divisions), or directly provide ~~all~~ ambulance services rendered under EMSA's trade name, or any combination thereof;

(c) in contracting with an operations contractor for the provision of any ambulance services, EMSA shall employ such bidding processes and contracting methods as are reasonable and effective in ensuring the uninterrupted and reliable delivery of quality ambulance services to the citizens of the regulated service area;

(d) all ambulance services provided within the regulated service area shall meet or exceed the standards set forth herein and in the system standard of care, as approved and periodically updated by the Medical Control Board; and

(e) Any operations contractor selected by EMSA shall operate as a subcontractor to EMSA and under EMSA's ground ambulance license. EMSA shall maintain a valid Oklahoma ground ambulance license at all times.

§ 5.1. Supplemental services by qualified supplemental service providers.

A beneficiary or non-beneficiary member jurisdiction may contract for supplemental ambulance service with EMSA pursuant to a contract for special arrangements for purposes of ensuring the availability of

ambulance services to respond to ambulance service within its municipality or district, subject to the following requirements:

(a) such supplemental service provider shall at all times comply with the terms of the Amended and Restated EMS Interlocal Cooperation Agreement, the Second Amended and Restated Trust Indenture, this Uniform Code for Emergency Medical Services, all other applicable laws, rules, and regulations, and the terms of the contract for special arrangements;

(b) all services provided by such supplemental provider shall meet and exceed the standards set forth herein and in the system standard of care, as approved and periodically updated by the Medical Control Board;

(c) such supplemental service provider shall acquire and maintain at all times the appropriate level of ground ambulance license for the level of ambulance services required by this Code;

(d) such supplemental service provider shall have a written contract for special arrangements detailing the supplemental ambulance services, including an operational response plan, delineation of command authority, resource deployment, reporting requirements, and compensation and shall operate as a subcontractor to EMSA;

(e) such supplemental service provider shall be solely responsible for staffing such supplemental ambulance services detailed in the contract for special arrangements and shall operate as a subcontractor to EMSA; and

§ 6. Mandatory centralized call processing.

(a) All telephone requests for ambulance services, both emergency and routine, originating within the regulated service area shall terminate at an EMS control center where a credentialed EMD shall establish the call's priority classification, determine the patient's location, and if appropriate, deliver prearrival instructions. The EMD shall also determine the need for emergency medical response service; alert the emergency medical response agency, if appropriate, and directly dispatch the call.

(b) During times of disaster, such as a natural disaster or civil unrest, impacting the entire system and declared by the Chief Executive Officer of EMSA or designee, the EMS control center shall at all times have full authority to direct the positioning, movements, and run responses of all ambulance units of all ambulance services, including such units under a contract for special arrangements with EMSA, until such time as the declaration has been lifted.

(c) All calls processed by an EMS control center shall be recorded to facilitate subsequent auditing of the EMD's actions and decisions by the Medical Director, and all such recordings shall be safely stored and shall be erased after an appropriate interval or as provided by law.

§ 7. Mandatory EMS data system and reporting standards.

EMSA, as well as every operations contractor, supplemental service provider, and certified emergency medical response agency, shall comply with EMS data system and reporting standards as prescribed by the Medical Director; provided, however, that changes in data collection or reporting requirements which may reasonably be expected to require costly modification of existing computer hardware or software shall be approved by EMSA prior to implementation.

§ 8. Insurance requirements.

(a) Any operations contractor shall keep in full force and effect a policy or policies of public liability and property damage insurance, executed by a financially stable insurance carrier(s) acceptable to EMSA and licensed or permitted to write insurance by the Oklahoma Insurance Commission, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of the operation of EMSA ambulances, and providing that amount of recovery shall be in limits of not less than the following sums:

(1) commercial general liability insurance, including but not limited to commercial owner and contractor protection, operational products, completed operations, property and personal injury, with limits of not less than $1,000,000.00 per occurrence; and $2,000,000.00 aggregate. Coverage shall be on an occurrence basis.

(2) workers compensation coverage to statutory limits as required by law; employer's liability insurance of not less than $1,000,000.00 bodily injury by incident; and $1,000,000.00 bodily injury by disease for each employee.

(3) comprehensive automobile liability covering all vehicles used by the operations contractor, including owned, hired, and non-owned vehicles, with minimum limits of $1,000,000.00 combined single limit for bodily injury (including death), per occurrence, and property damage of not less than $1,000,000.00 per occurrence.

(4) automobile physical damage insurance for comprehensive and collision covering all vehicles provided by EMSA and used under this contract.

(b) Any operations contractor shall keep in full force and effect a general comprehensive liability and professional liability policy or policies issued by a casualty insurance company, licensed or permitted to write insurance by the Oklahoma Insurance Commission with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of the actions of the operations contractor or any of its employees, and providing that the amount of recovery shall be in limits of not less than the following sums:

(1) professional medical liability insurance including errors and omissions with minimum limits of $1,000,000.00 per occurrence and $2,000,000.00 annual aggregate.

(2) "umbrella" coverage in the amount of at least $5,000,000.00 shall be provided as additional coverage to all underlying policies.

(c) Any operations contractor shall furnish to EMSA an original and duplicate certificate of insurance which shall indicate the types of insurance, the amount of insurance and the expiration dates of all policies carried by the ambulance service. Each certificate of insurance shall name all jurisdictions in the regulated service area as an additional named insured, and shall contain a statement by the insurer issuing the certificate that the policies of insurance listed thereon will not be canceled or materially altered by the said insurer absent 60 days written notice received by all jurisdictions.

(d) Self insurance programs must meet and comply with all applicable laws and regulations; be reasonable and limited to an amount of potential fiscal liability which would, if realized, not impair the operations contractor's ability to perform under the contract, and, offer coverage to that required in Sections (a) through (c) above.

(e) EMSA and any supplemental service providers who are entitled to the immunities and protections of the Oklahoma Governmental Tort Claims Act, Okla.Stat.tit. 51 § 151 *et seq*. may insure as deemed appropriate by their governing bodies.

§ 9. Reserved.

§ 9.1. Quality assurance fee.

EMSA shall pay a monthly medical quality assurance fee, as determined by the Medical Control Board and approved by the beneficiary member jurisdictions. The monthly fee shall be equal to one-twelfth of the annual MCB budget approved by the beneficiary jurisdictions. The fee may be recalculated every July using the same formula. Such fee shall be paid to the quality assurance fund of the Medical Control Board. The fee shall be paid during each calendar month within 30 days after the end of the month.

§ 10. Specialized mobile intensive care certification.

Any hospital in the regulated service area, EMSA, and any operations contractor shall be eligible to apply to the Medical Control Board for certification to operate a specialized mobile intensive care unit, which unit shall be used solely for interhospital transport of patients requiring specialized en route medical monitoring and advanced life support which exceed the capabilities of the equipment and personnel on board a paramedic ambulance. Such certification shall be subject to review every two years. Failure by the holder of such certification to limit the vehicle to interhospital transports of the types of patients specified within the certification shall constitute grounds for revocation of the certification.

§ 11. Clinical scope of practice of ambulance services.

The ambulances responding to any location within the regulated service area shall employ a tiered system of both Advanced Life Support (ALS) and Basic Life Support (BLS) equipped ambulances, which will be staffed and dispatched by EMSA, any operations contractor, or any supplemental service provider in accordance with the standards as approved by the Medical Control Board.

§ 12. Ambulance response time performance required.

(a) EMSA, any operations contractor, or any supplemental service provider shall employ sufficient personnel, acquire sufficient equipment, and manage its resources as necessary to meet the following response time standards on all emergency calls and non-emergency calls originating within the regulated service area.

(1) *Response time standards for the Eastern Division beneficiary member jurisdiction and Western Division beneficiary member jurisdiction.* On the effective date of this Code, subject to the exclusions set forth in subsection (c) below, the following standards of response time reliability shall be applicable to all patient transports originating from within the Eastern Division beneficiary member jurisdiction and the combined Western Division beneficiary and non-beneficiary jurisdiction of the regulated service area:

standard	reliability percent
priority 1	90 reliability or better
priority 2	90 reliability or better
priority 3	90 reliability or better
priority 4	90 reliability or better

(2) *Response time standards for the non-beneficiary member jurisdictions.* On the effective date of this Code, subject to the exclusions set forth in subsection (c) below the following standards of response time reliability shall be applicable to all patient transports originating within a non-beneficiary member jurisdiction in the Eastern Division:

Priority 1 and 2 standard	75% minimum during each month in each individual non-beneficiary member jurisdiction priority 1 and 2 transports combined, and a 90% minimum during each month for combined priority 1 and priority 2 transports within the combined non-beneficiary jurisdictions.
Priority 3 standard	90% reliability or better during each month
Priority 4 standard	90% reliability or better during each month

(b) Three sub-areas will be defined by EMSA in the area comprising the Eastern Division beneficiary jurisdiction and three sub-areas defined by EMSA in the area comprising the Western Division for compliance measurement for priority 1 transports and discrimination. EMSA, any operations contractor, or any supplemental service provider, shall use best efforts to ensure response time equity for priority 1 transports among sub-areas, keeping response times in each sub-area within 10 percent of the compliance required for

Priority 1 transports in the entire beneficiary jurisdiction. Variations of 10 percentage points or more from the jurisdiction standards within the same sub-area for more than three consecutive months, or more than six months during any 12-month period, shall be considered chronic response time discrimination and shall give rise to the provisions of the Amended and Restated EMS Interlocal Cooperation Agreement and the Amended and Restated Trust Indenture which provide beneficiary member jurisdictions certain options to address such response time discrimination with EMSA.

(c) *Response time exclusions*. EMSA shall employ such mechanisms for reserve production capacity, including the use of any operations contractor or any supplement service provider, to increase production should a temporary system overload persist. However, it is understood that from time to time unusual factors beyond EMSA's reasonable control may affect the achievement of the specified response time standards. These unusual factors are limited to unusually severe weather conditions or declared disasters.

§ 13. Prohibition against refusal to transport.

It shall be a violation of this Code for any ambulance service within the regulated service area to fail to respond to a call or to transport or to render emergency medical patient assessment and treatment, as required by Oklahoma law, or to otherwise refuse or fail to provide any ambulance services originating within the regulated service area because of the patient's perceived, demonstrated or stated inability to pay for such services, or because of the location of the patient within the regulated service area or because of the unavailable status or the location of any ambulance unit at the time of the request.

§ 14. -Emergency medical response agency certification.

Any person or agency providing emergency medical responder services within this jurisdiction shall be credentialed by the Medical Director as an emergency medical responder or an emergency medical response agency.

§ 15. Procedures for denial, revocation or suspension of a certification.

For any proposed denial, suspension or revocation of credentials issued to an EMS personnel, emergency medical response agency or ambulance service provider within the regulated service area, the following standards shall apply:

(1) written notice prior to any final action of the action (denial, suspension, or revocation) pending against the person or entity whose credentials may be denied, suspended, or revoked;

(2) written notice of any final action by the Medical Director which results in the denial, suspension or revocation of credentials issued by the Medical Director;

(3) a right to an appeal of any adverse action by the Medical Director to the Medical Control Board, requested in writing within 30 days from the date the final action was issued in writing;

(4) the appeal to the Medical Control Board shall be a de novo hearing which shall include, a right to cross examine witnesses, and to present witnesses and evidence on the person's own benefit.

§ 16. Violations.

(a) It shall be unlawful and an offense for any person to commit any of the following acts:

(1) to perform or permit anyone to perform duties as an ambulance operator, attendant (EMT, EMT intermediate, AEMT, or paramedic), EMD, or emergency medical responder without complying with the terms of this chapter, or for any EMT or paramedic to seek or accept medical direction by radio or remote communication device contact from anyone who is not an on-line medical control physician, the Medical Director or a member of the Medical Director's clinical staff, as defined herein;

(2) to use, or cause to be used, an ambulance service other than EMSA, any operations contractor, or supplemental service provider except for those services described in Paragraph (a) of this Section 16;

(3) for any person, firm or organization to respond to emergency calls originating within the regulated service area, other than EMSA, any operations contractor, any supplemental service provider, or any EMRA;

(4) for any person, firm or organization to provide special events standby ambulance service within the regulated service area, other than EMSA, any operations contractor, any supplemental service provider;

(5) for any person, firm or organization to respond to non-emergency transport calls originating within the regulated service area, other than EMSA, any operations contractor, any supplemental service provider;

(6) to knowingly give false information to induce the dispatch of an ambulance, or emergency medical response agency apparatus or vehicle.

(b) It shall not be a violation of this Code if the vehicle or ambulance is:

(1) a privately owned vehicle not used in the business of transporting patients who are sick, injured, wounded, incapacitated or helpless;

(2) a vehicle rendering services as an ambulance in the event of a major catastrophe or emergency when credentialed ambulances based in the locality of the catastrophe or emergency are incapacitated or insufficient in number to render the services needed;

(3) an ambulance owned or operated by, or under contract with, the Federal or State government;

(4) an ambulance transporting a patient to a location within the regulated service area, which transport originated from a point outside the regulated service area;

(5) an ambulance responding to a call pursuant to a mutual aid agreement with EMSA;

(6) a vehicle engaged in a non-emergency transport call to transport a patient from a hospital, nursing home or freestanding dialysis center (i.e., a dialysis center not located on hospital grounds) which is located within the regulated service area to any jurisdiction outside the regulated service area (the "receiving jurisdiction"), if the receiving jurisdiction allows EMSA to lawfully engage in non-emergency transport calls to transport patients from hospitals, nursing homes, and freestanding dialysis centers located within that receiving jurisdiction to destinations within the regulated service area;

(7) a vehicle engaged in a non-emergency ~~routine~~ transport call to transport a patient from a hospital, nursing home, or freestanding dialysis center located within the regulated service area to any unincorporated area;

(8) a vehicle engaged in a non-emergency transport call to transport a patient from a hospital, nursing home, or freestanding dialysis center located in either the Eastern or Western Division of the regulated service area, to a destination in the other division of the regulated service area;

(9) a vehicle engaged in the interstate transport of a patient.