

EMSA DEDICATED MEDICAL STAND BY SERVICE AGREEMENT

This Agreement is made and entered into by and between the event sponsoring organization, _____ (Sponsor Organization) and Emergency Medical Services Authority (EMSA).

Pursuant to Oklahoma Statutes, Title 63, Section 1-2501, et seq. EMSA is designated as the sole provider of emergency and routine ambulance transport in the ambulance service area wherein the Sponsor Organization is located (the "Ambulance Service Area"). No person or entity may provide emergency, routine or special events ambulance services in the Ambulance Service Area unless acting as EMSA's operations contractor.

1. SERVICE DESCRIPTION

Per this Agreement, when fully executed, EMSA will provide dedicated EMS standby services as outlined in the Event Resources and Terms Agreement Section hereof to the Sponsor Organization named above. Dedicated EMS services are defined below as either Full Dedicated Medical Standby or Paramedic Dedicated Standby.

Full Dedicated Medical Standby - Includes an ambulance and a full crew (EMT and Paramedic) stationed at a specific location. \$135.00 an hour with a 4-hour minimum.

Paramedic Dedicated Medical Standby – Includes a Paramedic stationed at a specific location. \$85.00 an hour with a 4-hour minimum.

EMSA clinical standards are established by the Ambulance Service Area's Medical Control Board, and it's Medical Director. All event medical plans and associated EMS resource coverage are subject to approval by the Medical Director to ensure appropriate medical resources are allocated with consideration to the scope of the event and potential risk factors that could impact the health and safety of the public.

2. EVENT RESOURCES and TERMS AGREEMENT SECTION

The fees and charges outlined in this Agreement reflect only those associated with having EMS resources on dedicated standby at the scheduled event. In all situations, if a patient is transported and/or treated, normal ambulance billing policies and charges will apply and will be billed to the patient receiving medical services or their designated responsible party.

A complete and approved Event Detail Worksheet must be completed and attached to this Agreement.

Event Title: _____

Event Date(s): _____

| Resource | # of Units | Dedicated Unit Hours | Total Cost |
|---------------------|------------|----------------------|------------|
| | | | |
| | | | |
| | | | |
| Total Resource Cost | | | \$XXX.XXXX |

3. EVENT SPONSORSHIP/MARKETING TRADE TERMS and AGREEMENT SECTION

All event sponsorships or marketing trades for services agreed upon in this Agreement must be for fair market value. The parameters of trade agreed upon and outlined below and the cost associated with providing dedicated medical stand-by above are reflective of fair market value for the services rendered.

| Parameters of Trade | Fair Market Value |
|---------------------|-------------------|
| | |
| | |
| | |
| Total Trade Value | \$XXX.XXX |

4. TERMS of PAYMENT

The Sponsor Organization agrees to remit payment in full within thirty (30) days of receipt of invoice.

5. TERMS of CANCELLATION

The Sponsor Organization is responsible for notifying EMSA a Minimum of 72 hours in advance, in the event of cancellation. Failure to do so will result in a minimum 4-hour charge.

Should an event be delayed as a result of weather, EMSA will attempt due diligence in fulfilling the originally agreed upon resources and terms. In these situations, EMSA reserves the right to cancel resources beyond the originally agreed upon terms due to resource availability and routine EMS system management responsibilities.

Additionally, the safety of event participants, and the public at large will take precedence over event coverage. In the event of a catastrophic emergency or large-scale disaster, beyond the control of EMSA, EMSA reserves the right to pull dedicated medical resources from the event to serve the community at large. In these extreme circumstances, should event organizers choose to continue in the absence of a dedicated medical stand-by, they do so at their own risk.

6. INDEMNITY

Each party will indemnify and hold the other harmless from any and all claims, actions, liability, and expenses (including costs of judgments, settlements, court costs, and attorney’s fees) caused by or resulting from the negligent or intentional acts or omissions of the other party or any employee or contractor of the other party or any failure of the other party to perform any obligation undertaken or any covenant in this Agreement. Upon notice from one party to the other, the notified party will have an obligation to resist and defend at its own expense and by counsel reasonably satisfactory to the notifying party, any such claim or action.

7. AUTHORIZATION and AGREEMENT

Each party represents and warrants, each to the other with respect to itself, that the execution and delivery of this Agreement has been duly authorized and the individual executing this Agreement on behalf of each party respectively has full power and authority to do so.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on

Dated : _____

EMERGENCY MEDICAL SERVICES AUTHORITY

Signature: _____

Name: Jim Winham

Title: CEO/President

Dated : _____

Sponsor Organization: _____

Signature: _____

Name:

Title: