CONTRACT FOR SPECIAL ARRANGEMENTS

THIS Contract is made and entered into as of the ____ day of _____, 2025, by and between EMERGENCY MEDICAL SERVICES AUTHORITY ("EMSA"), an Oklahoma public trust, and THE CITY OF OKLAHOMA CITY ("CITY"), an Oklahoma municipal corporation and a Beneficiary Member Jurisdiction as defined in the Emergency Medical Services Authority Second Amended and Restated Trust Indenture and Amended and Restated EMS Interlocal Cooperation Agreement.

WITNESSETH:

WHEREAS, EMSA, is the sole provider of emergency medical services within the regulated service area encompassing the corporate limits of the CITY and other non-beneficiary member jurisdictions in EMSA's Western Division;

WHEREAS, the CITY seeks to enter into a contract for Special Arrangements with EMSA pursuant to the Second Amended and Restated Trust Indenture, Amended and Restated EMS Interlocal Agreement and Ordinance number 27,211, adopted by the City Council on November 8, 2022, wherein the CITY through its fire department ("OKCFD") will provide supplemental ambulance services within the corporate limits of the CITY, and such other jurisdictions pursuant to any such mutual aid requirements;

WHEREAS, the CITY is licensed through the State of Oklahoma as a ground ambulance service and it is the desire of the CITY that OKCFD provide supplemental ambulance services to the residents of the CITY.

NOW, THEREFORE, for and in consideration of the foregoing, and in consideration of the following mutual promises and covenants, the parties hereto agree as follows:

1. **Scope:** CITY hereby agrees to furnish all labor, materials, supplies and management services necessary for the proper performance of Priority 1 and 2 ambulance services as described within in the Operations Plan for Supplement Service Provider ("Operations Plan") as may be from time to time supplemented or amended, and such Operations Plan is incorporated herein by reference to this Contract and pursuant to the City of Oklahoma City Ordinance No. 27,211, as adopted on November 8, 2022, applicable federal, state and local ordinance, rules, codes, regulations and standards; and applicable protocols and the Amended and Restated EMS Interlocal Agreement, and Business Associate Agreement/Memorandum of Understanding ("BAA/MOU", attached hereto as Exhibit "A". The Operations Plan and BAA/MOU along with this Contract are collectively referred to as the "Contract Documents"; and CITY hereby agrees to strictly and completely comply with each and every provision, condition, detail, term and obligation contained in the Contract Documents that is to be performed by CITY.

2. **Term:** CITY shall begin performance of its obligations under this Contract on the ____ day of _____, 2025 subsequent to approval by both parties and shall remain in effect until June 30, 2026.

3. **Billing:** The CITY shall obtain its own credentials, licensure, and provider number through CMS, and any other credentialing required by CMS and shall be solely responsible for the billing and collection for ambulance transports performed by the CITY through OKCFD. The CITY shall implement a comprehensive Compliance Program for all activities, particularly those related to documentation and efforts in claims processing, billing, and collection processes. The City's Compliance Program shall substantially comply with the requirements proscribed by the Office of Inspector General ("OIG").

4. **Validity:** In the event that any provision of this Contract shall be held to be invalid, the validity of the remaining portions thereof shall not in any way be affected thereby.

5. **No Waiver or Modification:** No waiver or modification of this Contract or any covenant, condition, or limitation herein contained or in the Contract Documents shall be valid unless agreed to by written amendment duly executed by the parties hereto and approved by CITY's governing body. No evidence of waiver or modification shall be received in evidence of any proceedings or litigation between the parties hereto arising out of or affecting this Contract, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed as aforesaid. The parties further agree that the provisions of this paragraph may not be waived except as set forth herein.

   Through a process developed and memorialized in writing by the parties, the parties may make administrative and operational changes to the methods by which the provision of service under the terms of the Contract is made.

6. **Indemnification:** EMSA and CITY mutually agree that under the laws of the State of Oklahoma as of the date of this Contract, neither party can seek indemnification from the other for tort liability. However, EMSA agrees to be solely responsible for any liabilities that may be imposed on, incurred by or asserted against EMSA and its officers, agents, and employees that result from EMSA's or its agent's or contractors' acts or omissions in connection with the performance of this Contract, including the violation of any law by EMSA. Likewise, the CITY agrees to be solely responsible for any liabilities that may be imposed on, incurred by or asserted against the CITY and/or OKCFD and their officers, agents, and employees that result from CITY's and/or OKCFD's and their agent's or contractors' acts or omissions in connection with the performance of this Contract, including the violation of any law by the CITY. The CITY agrees to be solely responsible for its use and administration of the Medical Service Program funds paid to the CITY by utility customers and shall indemnify

EMSA to the fullest extent of the law for any claims arising from the administration or use of funds received by the City from utility customers and the rate stabilization fund. Provided however, EMSA shall not be liable under this Contract for any loss or expense occasioned by the negligent acts or omissions of the CITY or its employees. Likewise, CITY shall not be liable under this Contract for any loss or expense occasioned by the negligent acts or omissions of EMSA or its employees. Each party agrees to give the other prompt notice of any such claims, lawsuits, actions or proceedings where the other party is named or where the transport was performed by the other party. Further, the termination, cancellation, or expiration of this Contract shall not affect the obligations and rights established which the parties hereby expressly agree shall survive payment of compensation, cancellation, termination and/or expiration of the Contract.

7. **Supplies, Equipment, and Pharmaceuticals:** Each party to this Agreement is solely responsible for providing all necessary supplies, equipment and pharmaceuticals for their respective ambulances during normal operations. However, if the need arises during a response or incident by either EMSA or OKCFD or upon approval of the on-duty supervisors of both entities, disposable supplies may be shared in an effort to not down a unit or impact unit hour availability for either organization. Otherwise EMSA will only provide supplies, equipment, or pharmaceuticals to OKCFD ambulance units if OKCFD is unable to fulfill the agreed upon units hours of this Agreement, and CITY shall be responsible for reimbursing EMSA for its costs associated with such supplies, equipment, or pharmaceuticals at the fair market value for such use of disposable supplies and pharmaceuticals and the rental of such equipment, subject to the availability of such supplies, equipment, or pharmaceuticals, meaning that EMSA's provision of such supplies, equipment, or pharmaceuticals to OKCFD ambulance units will not impact EMSA's ability to supply and equip its ambulance units with supplies, equipment, and pharmaceuticals.

8. **Payment of Services:** CITY shall pay EMSA for its pro rata share of all services, utilization, or equipment provided by EMSA, including without limitation CITY/OKCFD's utilization of ESO for OKCFD ambulance units eHRs which shall be based on total combined response volume for the Western Division and dispatch services which shall be based on the total combined number of calls received for the Western Division.

9. **Complete Agreement:** This Contract incorporates all agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Contract. No prior agreement or understandings, verbal or otherwise of the parties, or their agents, shall be valid or enforceable unless embodied in the Contract.

10. **Time:** Time shall be of the essence with respect to the duties and obligations of the parties under this Contract.

11. **Assignment:** No person or entity who is not a party to this Contract shall gain any benefit, either expressly or by implication, from this Contract or be a third-party beneficiary of this Contract. The parties shall not assign any interest, obligation or benefit under or in this Agreement and shall not transfer any interest in the same without prior written consent of the other.

12. **Notices:** Except as otherwise provided herein or required by law, any notice or demand required or permitted under this Contract must be in writing and must be given either: (a) by personal delivery or (b) by United States Certified Mail, Return Receipt Requested, postage prepaid and properly addressed. Notice or demand sent in either of the manners set forth above must be addressed or sent to either party at the addresses set forth below:

    Johna Easley, President/CEO
    Emergency Medical Services Authority
    1417 North Lansing
    Tulsa, OK 74105

    Craig Freeman, City Manager
    The City of Oklahoma City
    200 N. Walker Ave., Suite 300
    Oklahoma City, OK 73102

Any party may change its address for the purpose of delivery and receipt of notices and demands by advising the other party in writing of the change. Notice or demand delivered in one of the foregoing manners may be deemed to be received: (a) on the date of delivery, if personally delivered, or (b) on the date, which is two (2) days after deposit in the United States Mail, if given by Certified Mail. No notice or demand will be deemed effective unless sent in one of the manners described above.

13. **Venue and Applicable Law:** The parties agree that any dispute which may arise between them arising out of or in connection with this Contract shall be adjudicated before the District Court of Oklahoma County located in Oklahoma City, Oklahoma. The parties hereby submit to the exclusive personal jurisdiction of the courts of the State of Oklahoma, with respect to any action or legal proceeding commenced by either party. The parties agree to service of process in any such action or legal proceeding by means of registered or certified mail, return receipt requested, in care of the addresses set forth in paragraph 10 of this Contract. This Contract shall be construed and enforced in accordance with the laws of the State of Oklahoma. In the event of ambiguity in any

of the terms of this Contract, it shall not be construed for or against any party on the basis that such party did or did not author the same.

14. **Independent Contractor Status:** For purposes of providing supplemental services pursuant to this Contract, the CITY is acting as an independent sub-contractor to EMSA. The parties hereby acknowledge and covenant that the parties only other relationship is that established by the Second Amended and Restated Trust Indenture.

15. **Confidentiality:** The parties acknowledge that in the course of providing services, each may become privy to confidential Protected Health Information ("PHI"). CITY is required to implement a comprehensive plan and develop the appropriate policies and procedures to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the current rules and regulations enacted by the US Department of Health and Human Services. The CITY is solely responsible for all aspects of its compliance with these rules and particularly those enacted to protect the confidentiality of patient information. Any violations of the HIPAA rules and regulations shall be reported immediately to EMSA in accordance with the BAA/MOU.

16. **Counterparts:** This Contract may be executed in several counterparts, each of which shall be deemed to be an original and together will constitute one and the same agreement.

17. **Non-Discrimination:** During the performance of this Contract, the Parties agree that they will each comply with all applicable provisions of federal, state, and local laws and regulations that prohibit discrimination.

18. **Termination:** Either party shall have the right to terminate this Contract, with or without cause, at any time upon 180 days' written notice to the other party. EMSA shall have the right to terminate the Contract arising from the CITY's failure to meet response time compliance standards if the CITY fails to cure compliance deficiencies for more than six consecutive months. EMSA shall have the right to terminate the Contract immediately for cause resulting from the CITY's , falsification of information, failure to maintain necessary licensure or credentialing requirements, , violation of the BAA/MOU, acceptance of any bribe, kickback, or other OIG violation, or failure to meet the system standard of care, response time discrimination.

IN WITNESS THEREOF, this Contract for Special Arrangements was approved by The City of Oklahoma City this _____ day of _____, 2025,

ATTEST: THE CITY OF OKLAHOMA CITY

_____ _____

City Clerk Mayor

Reviewed for form and legality.

_____

Assistant Municipal Counselor

APPROVED by the Emergency Medical Services Authority and signed by its President/CEO this ___ day of _____, 2025,

ATTEST: Emergency Medical Services Authority

_____ _____

Secretary President/CEO