



Date: Sept 18, 2025

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

From: Lora Conger, CFO

Re: Approval of Professional Services Agreement for medical oversight services for Emergency Physician's Foundation through Dr. Patrick Cody for mobile integrated health programs.

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EMSA will be entering into a Professional Services Agreement between Emergency Services of Oklahoma, PC. (ESO), and Emergency Physicians Foundation ("EPF") where ESO will employ and provide an Assistant Medical Director selected and approved by the EPF to provide medical oversight for the Oklahoma City Fire Department and the Tulsa Fire Department's mobile integrated health programs. The oversight services will be funded by contributions made to the Quality Assurance Fund from the City of Tulsa and the City of Oklahoma City.

Under the provisions of the Agreement, EMSA, as the Administrator of the Quality Assurance Fund, agrees to pay ESO no more than \$120,000.00 per year during the contract period beginning July 1, 2025, until June 30, 2026, to cover costs associated with the Assistant Medical Director's salary, travel allowance, membership dues, vacation pay, sick leave, and other benefits as related to the duties outlined in the Agreement.

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 effective July 1, 2025.

## SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this “*Agreement*”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 (“*Effective Date*”) by and between Emergency Services of Oklahoma, P.C. (“*ESO*”), Emergency Physicians Foundation (“*EPF*”) and Emergency Medical Services Authority (“*EMSA*”). ESO, EPF, and EMSA are sometimes referred to herein individually as a “*Party*” and collectively as the “*Parties*.”

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

**WHEREAS**, ESO, EPF, and EMSA 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.** ESO agrees to provide the services of a licensed Emergency Medicine Physician, specifically, Dr. Patrick Cody (“*Assistant Medical Director*”). ESO 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 “*Services*”). The Assistant Medical Director’s hours, work schedule, and availability shall generally reflect the time commitment necessary for fulfilling the performance requirements set forth herein and shall be established and revised as necessary from time to time based on the demands of the position and in consultation and as directed by the Medical Director and are subject to the final determination of the Medical Director. It is anticipated that on average, the Assistant Medical Director will dedicate fifteen (15) hours each week to the Services.

**2. Term and Termination.** This Agreement shall remain in effect beginning on the Effective Date and ending on June 30, 2026 (the “*Term*”), with a right for EPF to renew annually for up to three (3) renewal terms of one (1) year each (“*Renewal Terms*”) if ESO is not in default at the end of the Term or any subsequent Renewal Terms and subject to annual appropriations in EPF’s annual budgeting process. EPF shall notify ESO of its intent to renew at least thirty (30) days prior to the end of the Term or any Renewal Term. 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. If EPF does not provide notice of renewal at least thirty (30) days prior to the end of the Term or any Renewal Term, the Agreement shall terminate at the end of such Term or Renewal Term. This Agreement shall terminate immediately if the Assistant Medical Director, specifically Dr. Cody, is no longer associated with or otherwise employed by ESO. If the City of Tulsa and/or the City of Oklahoma City fail to contribute the ESO fees to the Quality Assurance Fund as the funding source for this Agreement as outlined herein, this Agreement shall terminate.

**3. Fees.** In consideration of the Services to be provided to EPF under this Agreement, EMSA agrees to pay from the Quality Assurance Fund based on the contributions of the City of Tulsa and City of Oklahoma City to cover ESO's fees as outlined in

EMSA

**By:**

**Title:** President

**Date:**



To ESO:

Emergency Services of Oklahoma, P.C.  
2900 S. Telephone Rd., Suite 250  
Moore, OK 73160

**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.** EMSA and EPF represent and warrant that neither are 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 ESO and EPF or EMSA and not expressly recited herein.

**12. Confidential Information.** During the term of this Agreement EPF or EMSA or their respective representatives may have access to and become acquainted with any confidential information. "Confidential Information" shall mean and include any information regarding ESO's employees that contains an employee name, social security number, address, telephone number, birthdate, driver's license number, other licensure or certification information, or health information or ESO's financial account information. Confidential Information is the exclusive property of ESO, and, without the prior written consent of ESO, shall not be disclosed.

**13. Nonpublication.** Both parties agree not to advertise, disclose or otherwise discuss this Agreement and its business relationship with other parties except as required by Oklahoma law or 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.

**14. 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.

**15. Non-exclusivity.** The Services provided by ESO hereunder are provided on a non-exclusive basis, and EPF and EMSA specifically reserve the right to contract with others for similar services.

**16. 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.

**17. 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.

**18. Force Majeure.** Neither ESO nor EPF nor EMSA shall be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of either ESO, EPF, or EMSA. Such causes, may include, but are not restricted to, acts of God or of the public enemy, acts of a governmental body other than ESO 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 ESO, EPF, EMSA or their respective subcontractors.

**19. 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.

**20. 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 agree 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.

**21. 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.

**22. 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.

**ESO**

**EPF**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Title:** President

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**EMSA**

**By:** \_\_\_\_\_

**Title:** President

**Date:** \_\_\_\_\_

## EXHIBIT A

### SCOPE OF WORK

- 1) ESO Services and Compensation. ESO shall provide EPF with an Assistant Medical Director, specifically Dr. Patrick Cody, hereinafter (“Assistant Medical Director”) who will primarily focus on mobile integrated health programs operated by the Oklahoma City Fire Department (“OKCFD”).
- 2) In addition to the duties related to the mobile integrated health programs with OKCFD, the duties of the Assistant Medical Director shall also 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 Assistant Medical Director under the direction and supervision of the Medical Director.
  - a) General Duties. The duties and responsibilities of the Assistant 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) System 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 Assistant Medical Director to any other employees.
      - (4) Development/Monitoring of Standards: the Assistant 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 Assistant Medical Director shall assist the Medical Director who 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 Assistant Medical Director may 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 may 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 Assistant Medical Director may assist the Medical Director in conducting medical audits of EMS system performance.
  - v) The Assistant 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 Assistant Medical Director may 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 Assistant Medical Director may 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.
- 3) Compensation. EMSA on behalf of EPF shall pay ESO \$120,000 per year, paid in equal monthly installments from the Quality Assurance Fund based on the contributions from the City of Tulsa and City of Oklahoma City for such services.
- 4) Benefits. The Assistant Medical Director shall not be entitled to receive any benefits from EPF or EMSA for the Services provided pursuant to this Agreement.
- 5) Other Obligations. EPF shall furnish the Assistant Medical Director with official identification identifying him as Assistant Medical Director; shall furnish the Assistant Medical Director with uniforms commensurate with the usual and customary work apparel items for all Office of the Medical Director personnel; shall furnish the Assistant Medical Director with an emergency response ready vehicle, supplied with communications and medical equipment commensurate with the usual and customary vehicle and equipment specifications for the Office of the Medical Director; with necessary office supplies and incidental equipment that are usual and customary for all OMD personnel.
- 6) ESO Obligations. ESO represents that the Assistant Medical Director, Dr. Patrick Cody, who is to provide Services under this Agreement is qualified and competent, and meet the following qualifications:

- a) Has a current, active, and unrestricted license to practice in Oklahoma;
  - b) Is a member of good standing of the medical staff of Emergency Services of Oklahoma, PC; and
  - c) Has a current certification by an AMA/AOA recognized board in the applicable specialty, or eligible for certification by such Board.
- 7) Billing. EPF retains the right to bill for the Services provided, and ESO agrees to accept the compensation described in Section 1 of this Exhibit for the Services provided. ESO agrees not to bill anyone except the EPF for the Services provided.