

PROFESSIONAL SERVICE AGREEMENT

This Service Agreement is entered into on this 1st day of July 2020 by and between the Board of Regents of the University of Oklahoma, Health Sciences Center on behalf of the Department of Emergency Medicine (“University”), and Emergency Medical Services Authority (“EMSA”) And Medical Control Board (“MCB”).

Whereas, the EMSA desires University to provide certain services, and:

Whereas University is uniquely situated to assist EMSA in the provision of some of those services, as described below:

Now, therefore, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

1. University will provide the following services:

Emergency Physicians Foundation – Creation and Purpose: The Emergency Physicians Foundation (MCB) is a governmental administrative agency, pursuant to 74 P.S., Sec 1001, et seq., 1981. The MCB shall have the powers and duties to elect members of the MCB to the Medical Control Board (MCB); and to approve patient transport protocols applicable within its respective Division of the Regulated Service Area. It is the purpose of the MCB, acting through its elected Medical Control Board, to oversee clinical aspects of the EMS System, including the hiring of a Medical Director, throughout the Regulated Service Area.

Medical Control Board: The Medical Control Board is designated as the elected representatives constituting the Board of Directors of the MCB. Its members are appointed by the MCB as provided for in the EMS Interlocal Cooperation Agreement. The Medical Control Board is the policy-making, rule-making, and fact-finding body of the MCB, and reviews and establishes all aspects of the system standard of care; and has those powers and duties granted and ascribed to it in the EMS Interlocal Cooperation Agreement.

Medical Director: The Medical Director is appointed by the Medical Control Board as provided for in the EMS Interlocal Cooperation Agreement, and recommends a system standard of care designed to achieve a state of the art quality of emergency medical care within the regulated service area; certifies ambulances and personnel as meeting the requirements of this ordinance and has those powers and duties granted and ascribed to him in the EMS Interlocal Cooperation Agreement, plus such additional powers and duties as are granted and ascribed to him herein.

University will employ and provide a Medical Director selected and approved by the Medical Control Board of MCB as provided for in the Interlocal Agreement to complete the duties and responsibilities set forth in Exhibit A for the referenced price to EMSA.

2. EMSA will pay University no more than \$424,445.00 during the contract period, to cover costs associated with the Medical Director’s salary, travel allowance, membership dues, vacation pay, sick leave, and all other benefits (excluding the appropriate Director and Officers insurance coverage which is paid for separately by EMSA) as related to the duties and responsibilities outlined in the attached statement of work. University will provide EMSA a detailed and itemized invoice for services, monthly. EMSA shall render payment within thirty (30) days of receipt of invoice from University. Checks will be made payable to University of Oklahoma Health Sciences Center and sent to OU Tulsa Department of Emergency Medicine, 4502 E. 41st Street, 2E24, Tulsa, OK, 74135, Attn: Shirley Floyd.

3. The term of this Agreement shall be from July 1, 2020 to June 30, 2021.

4. Either party may terminate the Agreement upon thirty (30) days written notice to the other party. Either party may terminate this Agreement immediately upon written notice in the event of material breach of this Agreement. In the event of termination, payments will be made for all work performed up to the date of termination and will include any non-cancelable obligations incurred by University in connection with this Agreement.

5. Each party will be responsible for its own negligent and intentional acts and omissions with the University's liability governed by the terms of the Oklahoma Governmental Tort Claims Act, 51 Okl. St. §§ 151 et seq.

6. The validity, construction, and enforcement of this Agreement and all disputes that may arise in connection with its performance shall be governed by the laws of the State of Oklahoma without regard to its choice of law provisions. Any legal action relating in any manner to the subject matter of this Agreement shall be filed in a court of competent jurisdiction in the State of Oklahoma, to which jurisdiction and venue the parties expressly agree.

7. As applicable to University, the provisions of Executive Order 11246, as amended by Exec. Order No. 11375, Exec. Order No. 11141, Exec. Order No. 13665 and as supplemented in Department of Labor Regulations (41 CFR Part 60-1.4(a), 60-300.5(a) and 60-741.5(a) et. seq.), are incorporated into this Contract and must be included in any subcontracts awarded involving this Contract. The parties represent that they are in compliance with all applicable federal and state laws and regulations and all services are provided without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, gender expression, genetic information, age (40 or older), disability, political beliefs, or status as a veteran in any of their respective policies, practices, or procedures; they do not maintain nor provide for their employees any segregated facilities, nor will the parties permit their employees to perform their services at any location where segregated facilities are maintained. In addition, the parties agree to comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §701, and the Vietnam Era Veteran's Readjustment Assistance Act of 1974, 38 U.S.C. §4212.

8. University will not, and will not be asked to, promote, endorse, or market EMSA or its products; and University reserves the right to discuss other manufacturers and their products, services, or deliverables during the provision of services hereunder. In the provision of services for EMSA herein, University shall not discuss or present data, information, commentary, and/or opinion on any off-label use of EMSA products; and shall, in accordance with applicable regulations, discuss only the intended use(s) approved or cleared by the U.S. Food and Drug Administration and included in the product labeling and/or instructions for use.

9. EMSA and MCB is prohibited from using the name, mark or logo of University without prior written consent.

10. Any equipment that belongs to or is purchased by the University that is utilized in carrying out the purposes of this Agreement will remain the property of the University. Upon termination of the Agreement, for any reason, the University may request the return of or retrieve such equipment. EMSA assures notification of the University prior to relocation or substantial alteration of such equipment.

11. This Agreement constitutes the entire Agreement between the parties regarding the subject matter hereof and supersedes any prior oral or written discussions, agreements, or negotiations. Delivery of an executed Agreement by facsimile or other electronic transmission shall be as effective as delivery of an original executed counterpart of this Agreement.

12. This Agreement may only be amended by written agreement signed by both parties. The persons signing this Agreement represent that they have full authority to do so and that their signatures shall bind the parties for which they sign.

Agreed and Accepted:

**Board of Regents of the
University of Oklahoma,
Health Sciences Center**

Emergency Medical Services Authority

Scott B. H. Davis Date
Associate Director
Office of Research Administration
865 Research Parkway, URP865-450
Oklahoma City, OK 73104
HSCORA@ouhsc.edu

Authorized Signature Date
Print Name: James O. Winham, CEO
Emergency Medical Services Authority
1417 N. Lansing Ave.
Tulsa, OK 74106

Medical Control Board

Chad Borin, DO Date
Chairman, Medical Control Board

EXHIBIT A

SCOPE OF WORK: This Section sets forth the general performance requirements applicable to the Medical Director. The duties of the Medical Director specified 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 Medical Director. To the extent any term herein is contrary to or inconsistent with any term or condition set forth in the Agreement Appointing Medical Director, the Agreement Appointing Medical Director shall control and supersede all such contrary or inconsistent terms herein.

General: The duties and responsibilities of the Medical Director fall into three general categories, each of equal importance:

Medical Leadership;

Regulatory duties (primarily: first response, ambulance service, control center operations and on-line medical control practices); and,

Contract performance-monitoring duties

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 MCB.

Effective regulation and contract performance-monitoring require systematic review of standards and practices.

Delegation of Duties: Leadership responsibilities and oversight tasks requiring physician expertise as determined by the MCB or Interlocal Agreement may not be delegated.

Development/Monitoring of Standards: Subject to approval by the MCB, the Medical Director shall develop, and annually review standards and protocols governing every aspect of the EMS system affecting patient care, and shall develop, implement, and document 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:

Medical protocols;

Priority dispatching protocols, telephone protocols, and pre-arrival instruction protocols as appropriate for ambulances and first responders;

Transport protocols (air and ground);

Equipment and supply standards for ambulances, and first responder units;

Standard for training, testing, and certification of ambulance crews, first responders, emergency medical dispatch personnel, and on-line medical control physicians;

Protocols governing on-scene control of patient care, and interactions between first responders and ambulance personnel;

Standards for provision of on-line medical control;

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;

Standards and procedures related to DNR orders;

Standards of due process governing the suspension or revocation of a permit or certification; and

Such other standards as may be necessary to ensure reliable patient care.

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).

RELATED DUTIES: During the course of carrying out the responsibilities listed immediately above, the Medical Director shall:

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.

Periodically review as appropriate a program of certification and recertification for the following types of personnel: first responders, emergency medical technicians, paramedics,, emergency medical dispatch 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.

Using an inspection checklist and documentation form approved by the MCB, the Medical Director or his designee shall periodically inspect 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.

The Medical Director shall conduct medical audits of EMS system performance in regard to specific cases as follows:

Whenever an audit is requested by a physician involved with an incident, or by a

patient's personal physician;

Whenever a paramedic certified by MCB requests an audit of a case in which the Paramedic was involved;

Whenever an audit is requested by a member of MCB;

Whenever an audit is requested by EMSA's President;

Whenever an audit is requested by the city manager or mayor of an EMSA member jurisdiction; and

Whenever the Medical Director has determined that an audit should be conducted.

The method and extent of investigation employed during any given audit shall be determined by the Medical Director and may range from a simple review of written documentation to a full review of tape-recorded information (e.g., telephone request for service, dispatch communications, and medical control conversations), interviews with involved personnel, and a formal hearing attended by persons involved with the case.

The purpose of such medical audits shall be positive and educational. Persons whose work is the subject of an audit process shall be invited to attend any such review, and may not be excluded from such reviews, and may as a condition of certification be required to attend such audit reviews when the Medical Director has determined that such required attendance is appropriate. Whenever audit findings indicate that exemplary care was provided, recognition shall be given. Whenever audit findings indicate a performance deficiency, the Medical Director shall direct that appropriate steps be taken to prevent repetition of that deficiency (e.g., revised or clarified medical protocols, refresher training for one or more persons, a change in the certification testing process for paramedics or medical control physicians, or other appropriate action).

The Medical Director, subject to budgetary constraints, shall develop and implement an organized program of EMS research and publication, including application to appropriate sources for funding of EMS research.

Within the amount budgeted by MCB for travel and meeting expenses, and as approved or assigned by the MCB, the Medical Director shall represent the EMS system at state and national meetings relating to EMS matters of interest to the EMS system.

The Medical Director shall annually present to a joint public meeting of the elected officials of EMSA's member jurisdictions a written and oral report outlining the clinical performance of the EMSA system, its deficiencies, its progress, and its future.

The Medical Director shall serve as an ex officio member without voting rights of the Board of Trustees of EMSA, and shall attend all regularly scheduled meetings of that Board and of ERF and MCB. In the event of a tie vote of the EMSA Board of Trustees, the Medical Director shall cast the deciding vote.

With the assistance of the EMSA staff, and subject to approval by the MCB, the Medical Director shall annually prepare and periodically review as appropriate a budget for operation of the medical quality control program, and shall conform to the approved budget in operating the program.

COMPENSATION: In consideration of services pursuant to this Agreement, and pursuant to Art. 15(B) of the Interlocal Agreement, the Medical Director shall be compensated by EMSA from the Quality Assurance Fund through the University as the party designated by the MCB, and for federal and state employment law and health insurances purposes, the Medical Director shall be considered an employee of the University.

Monthly Base Fee: The Medical Director Shall be compensated in the sum of \$35,370.42 per month and a total of \$424,445.00, per year, **commencing on July 1, 2020.** The Medical Director shall be on the University's payroll and paid by the University with funds provided to the University by EMSA on the same cycle as other full-time faculty of the University. The MCB shall annually review and evaluate the performance of the Medical Director and set the Monthly Base Fee and this fee shall not be less than \$35,370.42 per month. The parties acknowledge and agree that this Monthly Base Fee that is paid to the University for the Medical Director's services shall be an all-inclusive amount that covers the Medical Director's salary, travel allowance, membership dues, vacation pay and sick leave, and all other benefits (other than appropriate Directors and Officers insurance coverage which will be paid for by EMSA).

BENEFITS: The Medical Director shall be entitled to receive all benefits afforded by the University to full-time faculty of the University that shall be funded as part of the Monthly Base Fee.

Directors and Officers Insurance: MCB and EMSA will be responsible for insuring Medical Director for Medical Director's administrative services under this Agreement (other than medical, health or workers' compensation insurance) by either purchasing a separate Director's and Officer's policy or adding Medical Director to MCB and/or EMSA's current policy. MCB and EMSA will provide written evidence of such coverage to the University of Oklahoma Health Sciences Center, Office of Research Administration, 865 Research Parkway, URP865-450, Oklahoma City, OK 73104-3609, with a copy to OU Physicians Risk Management, Box 2690, Oklahoma City, OK 73126. MCB and EMSA understand that University will maintain no separate or additional Director's and Officer's insurance for Medical Director's administrative services under this Agreement. Any terms to the contrary in the parties' agreement are superseded by this paragraph.