

THE VILLAGE CITY CODE

**CHAPTER 18
EMERGENCY MEDICAL SERVICES CODE**

- Sec. 18-100. DEFINITIONS
- Sec. 18-101. MEDICAL DIRECTOR
- Sec. 18-102. MEDICAL CONTROL BOARD
- Sec. 18-103. EMERGENCY PHYSICIANS FOUNDATION
- Sec. 18-104. EMERGENCY MEDICAL SERVICES AUTHORITY
- Sec. 18-105. MANDATORY CENTRALIZED CALL PROCESSING
- Sec. 18-106. MANDATORY EMS DATA SYSTEM AND REPORTING STANDARDS
- Sec. 18-107. INSURANCE REQUIREMENTS
- Sec. 18-108. SPECIALIZED MOBILE INTENSIVE CARE CERTIFICATIONS
- Sec. 18-109. CLINICAL QUALITY OF AMBULANCE SERVICES
- Sec. 18-110. AMBULANCE RESPONSE TIME PERFORMANCE REQUIREMENTS
- Sec. 18-111. PROHIBITION AGAINST REFUSAL TO TRANSPORT
- Sec. 18-112. FIRST RESPONDER AGENCY CERTIFICATION
- Sec. 18-113. PROCEDURES FOR DENIAL, REVOCATION OR SUSPENSION OF A CERTIFICATION
- Sec. 18-114. VIOLATIONS
- Sec. 18-115. PENALTIES
- Sec. 18-116. QUALITY ASSURANCE FEE
- Sec. 18-117. AMBULANCE FEE
- Sec. 18-118. SEVERABILITY
- Sec. 18-119. REPEALER
- Sec. 18-120. EMERGENCY

Sec. 18-100. Definitions. The following words, terms and phrases when used in this code, shall have meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

A. Ambulance means any vehicle, which is designed and equipped to transport ill or injured persons in a reclining position to or from health care facilities.

B. Ambulance Response Time Standards means:

For the western division beneficiary jurisdiction and non-beneficiary jurisdictions:

Priority 1	8 minutes 59 seconds
Priority 2	12 minutes 59 seconds
Priority 3	60 minutes 0 seconds
Priority 4	20 minutes 0 seconds*

(* after agreed-upon pickup appointment)

THE VILLAGE CITY CODE

For the Eastern division non-beneficiary jurisdictions:

Priority 1	11 minutes 59 seconds
Priority 2	12 minutes 59 seconds
Priority 3	60 minutes 0 seconds
Priority 4	20 minutes 0 seconds*

[* after agreed-upon pickup appointment]

C. Ambulance Service means a person or organization, governmental or private, which operates one or more ambulances as defined herein for purposes of transporting ill or injured patients in a reclining position to or from health care facilities.

D. Amended and Restated Trust Indenture means the Amended and Restated Trust Indenture for the Emergency Medical Services Authority dated March 23, 1990 and any amendments thereto.

E. Base Station Physician means a physician licensed to practice medicine in the State of Oklahoma, from whom ambulance and first responder personnel may take medical direction by radio or other remote communications device; and who has been certified by the Regional Medical Director as being knowledgeable of the EMS System's medical protocols, radio procedures, and the general operating policies of the EMS System.

F. Beneficiary Member Jurisdiction means the City of Tulsa, and the City of Oklahoma City.

G. Eastern Division means that portion of the Regulated Service Area, which is located east of Stroud.

H. Emergency Medical Services Authority (EMSA) means the trust established by the City of Tulsa, pursuant to 60 Okla., Statutes, 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.

I. 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.

J. Emergency Medical Personnel means those persons who participate directly in the performance of one or more emergency medical services, as defined herein.

K. Emergency Medical Services (EMS) means the following prehospital and inter-hospital services:

- 1. 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 pre-arrival instructions to callers by telephone; but excluding the process of 911 complaint-taking when the caller is immediately transferred to an EMS Control Center;
- 2. First Responder Services.** Those emergency services, excluding transportation, which are performed by a First Responder Agency certified by the Medical Director;
- 3. Medical Transportation.** Ambulance services, both emergency and routine, including patient assessment, transportation, and medical procedures performed on-scene, enroute, during inter-facility transport, or at an emergency receiving facility when performed at the request of the receiving physician; and,
- 4. On-line Medical Direction.** Instructions given by base station physicians to first responders or ambulance personnel at the scene of an emergency, while enroute to a hospital or during an inter-facility patient transfer.

L. 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 74 Oklahoma Statutes, Sec. 1001, et seq., as amended and have adopted this Uniform Code for Emergency Medical Services.

M. 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, at its option, consolidate the operations of the two EMS Control Centers to create a single EMS Control Center to serve the entire Regulated Service Area.

N. EMS Interlocal Cooperation Agreement means that certain Agreement of same title approved by the governing body of the beneficiary jurisdictions.

O. First Responder means any person, fire department unit, law enforcement unit, or non-transporting rescue unit capable of providing appropriate first responder service, excluding transportation, under the auspices of a Certified First Responder Agency.

P. Medical Control Board means that body of nine (9) physicians established jointly by this and other jurisdictions pursuant to the EMS Interlocal Cooperation Agreement and this

THE VILLAGE CITY CODE

Code for purposes of providing medical supervision, monitoring, and regulation of the Regional EMS System.

Q. Medical Director or Regional Medical Director 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.

R. 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 pre-hospital care for a given clinical condition.

S. Member Jurisdiction means any municipality or EMS District which adopts and enforces this Code, and which approves the EMS Interlocal Cooperation Agreement.

T. Mutual Aid Agreement means a written agreement between EMSA and a neighboring primary provider of Emergency Medical Service approved by the Medical Director as to its quality of care and medical accountability, whereby the signing parties agree to lend emergency aid to one another subject to conditions and terms specified in the agreement.

U. Non-beneficiary jurisdictions means jurisdictions that are not beneficiary jurisdictions as defined herein, including municipalities, counties, EMS districts, school districts, Indian Nations, or other legal entities that elect to contract with the trustees of EMSA in order to be included in the regulated service area.

V. Operations Contract means that contract awarded by EMSA by competitive bid award for provision of ambulance services throughout the Regulated Service Area.

W. Operations Contractor means the person or firm contracted by EMSA pursuant to the operations contract.

X. Patient means an individual who is ill, sick, injured, wounded, or incapacitated, and who is in need of, or is at risk of needing, medical care or assessment during transportation to or from a health care facility, and who is or should be transported in a reclining position, as determined in accordance with applicable provisions of the System Standard of Care.

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

Z. Presumptive Priority Classification means the designation by a system status controller (SSC) of a request for service as Priority 1, 2, 3, or 4, in accordance with

THE VILLAGE CITY CODE

telephone algorithms and medical priority dispatching protocols approved by the Medical Control Board.

AA. 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 certified SSC, 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:

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

Priority 2 Call means a presumptively classified non-life-threatening emergency call,

Priority 3 Call means a presumptively classified request for routine patient transport scheduled less than twenty-four (24) hours in advance of the requested time of pickup; or an unscheduled, non-emergency request for service and,

Priority 4 Call means a presumptively classified request for routine patient transport scheduled twenty-four (24) hours or more in advance of the requested time of pickup.

BB. 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.

CC. 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.

DD. Regulated Service Area means the combined area, which is contained within the boundaries of the municipalities and EMS Districts which have adopted and agreed to enforce this Uniform Code for Emergency Medical Services, and which have approved the EMS Interlocal Cooperation Agreement.

EE. Response Time--Ambulance 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 (approved by the Medical Director) at the scene of the incident. For scheduled non-emergency [priority 4] requests, "scheduled time of pick-up" shall be substituted for the "time call received" in the response time calculation.

THE VILLAGE CITY CODE

FF. Response Time--First Responder means the actual elapsed time between notification of the first responder agency by the EMS Control Center that a first response unit is needed at a given location, and the arrival of a first response unit at the incident scene.

GG. Routine Transport 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.

HH. Special Events Ambulance Standby Service means the positioning of an ambulance and crew at the location of a publicly or privately sponsored event.

II. Sub-area is a section of the eastern division's beneficiary jurisdiction or of the combined beneficiary and non-beneficiary jurisdiction in the western division drawn so as to divide the service area into three geographical areas for the purpose of equalizing response times within the area

JJ. 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 governing bodies of the Beneficiary Member Jurisdictions, 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:

- 1. Input Standards** including but not limited to personnel certification requirements, in-service training requirements, equipment specifications, on-board inventory requirements, and other requirements, which the system must fulfill before, receipt of a request for service,
- 2. Performance Standards** including but not limited to medical priority dispatching protocols and pre-arrival 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,
- 3. Outcome Standards** including but not limited to target survival rates for certain narrowly defined presenting problems or presumptive diagnoses, such as witnessed cardiac arrests involving patients whose medical histories meet defined criteria. Outcome standards are results the system intends to achieve by meeting its input and performance standards.

KK. System Status Controller (SSC) means a person certified by the Medical Director as trained and competent to properly employ telephone algorithms, medical priority dispatching protocols, and pre-arrival 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.

LL. System Status Plan means the plan and protocols for staffing, deployment, and redeployment of ambulances which is developed and utilized by EMSA's operations contractor, and which 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 re-deployment of those remaining ambulances.

MM. 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.

Sec. 18-101. Medical Director. The Medical Director 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 certify ambulances and personnel as meeting the requirements of this ordinance, and shall have 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.

Sec. 18-102. 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 appointed by the Emergency Physicians Foundation as provided for in the EMS Interlocal Cooperation Agreement. The Medical Control Board shall be the policy-making, rule-making, and fact-finding body of the EPF, and 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 EMS Interlocal Cooperation Agreement.

Sec. 18-103. 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 EMS Interlocal Cooperation Agreement.

Sec. 18-104. Emergency Medical Services Authority (EMSA). EMSA is hereby designated as the sole provider of emergency and routine ambulance transport within the Regulated Service Area, pursuant to 60 O.S. § 1-2415, et seq. No person or entity may provide

THE VILLAGE CITY CODE

emergency, routine or special events ambulance services in the regulated service area unless acting as EMSA's operations contractor. EMSA is authorized and directed to take such steps as are necessary to ensure the availability of both emergency and routine ambulance services within the regulated service area, subject to the following requirements:

A. EMSA shall at all times comply with the terms of: the EMS Interlocal Cooperation Agreement, the Amended and Restated Trust Indenture, this uniform Code for emergency medical services, and all other applicable laws, rules, and regulations;

B. Except during emergencies as provided by law, EMSA shall at all times employ a competitively selected operations contractor who shall operate the EMS Control Centers (Eastern and Western Divisions) and directly provide all ambulance services rendered under EMSA's trade name,

C. In contracting for the provision of 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 services provided by EMSA through its operations contractor or, in the event of an emergency directly by EMSA, 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. EMSA's operations contractor shall operate as a subcontractor to EMSA and under EMSA's state EMS permit. EMSA shall maintain a valid Oklahoma State EMS permit at all times.

Sec. 18-105. 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 certified system status controller (SSC) shall establish the call's Priority classification, determine the patient's location, and if appropriate, deliver pre-arrival instructions. The SSC shall also determine the need for first responder service; alert the first responder agency if appropriate; and directly dispatch the call.

B. During times of disaster or severe EMS system overload, declared by the President of EMSA or his 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 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 SSC'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.

Sec. 18-106. Mandatory EMS Data System and Reporting Standards.

A. EMSA's operations contractor and every Certified First Responder 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.

Sec. 18-107. Insurance Requirements.

A. EMSA's 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's 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. EMSA's operations contractor shall keep in full force and effect a general comprehensive liability and professional liability policy or policies issued by a casualty

THE VILLAGE CITY CODE

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 his 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. EMSA's operations contractor shall furnish to EMSA, original and duplicate certificates 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 cancelled or materially altered by the said insurer absent sixty (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 Sec. A through C above.

Sec. 18-108. Specialized Mobile Intensive Care Certification. Any hospital shall be eligible to apply to the Medical Control Board for a certification to operate a specialized mobile intensive care unit, which unit shall be used solely for inter-hospital transport of patients requiring specialized enroute 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 inter-hospital transports of the types of patients specified within the certification shall constitute grounds for revocation of the certification.

Sec. 18-109. Clinician Quality of Ambulance Services. Every ambulance responding to a Code 1, 2, 3, or 4 call at any location within the Regulated Service Area shall be equipped, staffed, and licensed to operate at the EMT-Paramedic level.

Sec. 18-110. Ambulance Response Time Performance Required.

(A) EMSA's Operations Contractor shall employ sufficient personnel, acquire sufficient equipment and manage its resources as necessary to achieve the following response time

THE VILLAGE CITY CODE

standards on all emergency and routine transports originating within the Regulated Service Area.

1. Response Time Standards for the Non-Beneficiary Member Jurisdictions of the Western Division (except the City of Edmond): On the effective date of this Code, subject only to the exemptions set forth in Section 110, Subsection (b), below, the following standards of response time reliability shall be applicable to all patient transports originating within a Non-Beneficiary Member Jurisdiction in the Western Division (except the City of Edmond):

Priority 1 and 2 Standard	75%-minimum during each month in each individual Non-Beneficiary Member Jurisdiction (except the City of Edmond) for Priority 1 and Priority 2 transports combined, and a 90% minimum during each month for combined Priority 1 and Priority 2 transports within the combined Non-Beneficiary Jurisdiction (except the City of Edmond)
---------------------------	--

Priority 3 Standard	90% reliability or better during each month
---------------------	---

Priority 4 Standard	90% reliability or better during each month
---------------------	---

2. Response Time Standards for the non-beneficiary member jurisdictions of the eastern division. On the effective date of this Code, subject only to the exemptions set forth in Sec. 111, Subsection (b) below, the following standards of response time reliability shall be applicable to all patient transports originating within the 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 priority 2 transports combined, and a 90% minimum during each month for combined priority 1 and 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
---------------------	---

THE VILLAGE CITY CODE

(a). Three sub-areas will be defined by EMSA in the area comprising the Eastern Division beneficiary jurisdiction and three in the combined beneficiary and non-beneficiary jurisdictions of the Western Division for compliance measurement for priority 1 transports. The operations contractor shall use best efforts to ensure response time equity for priority 1 transports among the sub-areas, keeping response times in each sub-area within 15% of the compliance required for the entire jurisdiction. Variations of more than 15% from the jurisdiction standards within the same sub-area for more than three consecutive months, or more than 6 months during any 12-month period, shall be considered chronic response time discrimination. Provided, however, that in the event the volume of priority 1 transports in any sub-area during any month is less than 100, sufficient additional priority 1 transports shall be added from the sub-area, in sequential order from one or more months immediately preceding, to that month's sub-area statistics so that the total volume of priority 1 transports included in the calculation is 100.

(b) Response time exceptions. The operations contractor shall maintain mechanisms for reserve production capacity to increase production should a temporary system overload persist. However, it is understood that from time to time unusual factors beyond the contractor's reasonable control affect the achievement of specified response time standards. These unusual factors are limited to unusually severe weather conditions, declared disasters, or period of unusually high demand for emergency services. High demand is defined as those periods when 14 or more emergency responses within the beneficiary jurisdiction are in progress simultaneously. Equipment failure, traffic congestion, ambulance failure, dispatch error or other causes shall not be grounds for granting an exception to compliance with the response time standard.

Sec. 18-111. Prohibition against Refusal to Transport. It shall be a violation of this Code for EMSA's operations contractor to fail to respond to a call or to transport or to render emergency medical patient assessment and treatment, as appropriate, 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.

Sec. 18-112. First Responder Agency Certification. Any person or agency providing first responder services within this jurisdiction shall be certified by the Medical Director as a first responder.

Sec. 18-113. Procedures for Denial, Revocation or Suspension of a Certification. For any proposed denial, suspension or revocation of a certification issued pursuant to this uniform code for emergency medical services, the following standards, which shall not be less than those standards contained in the Health Care Quality Improvement Act of 1986, 42 U.S.C. 11112, or less than any standards contained in applicable Oklahoma Statutes or applicable

THE VILLAGE CITY CODE

Oklahoma case law, shall apply. Such procedures in any event, shall contain at least the following:

- A. Written notice of the charges pending against the person or entity whose certification may be suspended or revoked,
- B. A right to an appeal, requested in writing within thirty (30) days of any adverse action by the Medical Director to the Medical Control Board;
- C. The right to a de novo hearing on any adverse action by the Medical Control Board conducted by an impartial and independent hearing officer, including a right to cross-examine witnesses, and to present witnesses and evidence on the person's own benefit, provided such hearing is requested in writing within thirty, (30), days.

Sec. 18-114. 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 driver, attendant (EMT-Basic, EMT-D, or Paramedic), system status controller, or first responder without a complying with the terms of this chapter, or for any EMT-Paramedic to seek or accept medical direction by radio contact from anyone who is not a certified base station physician, as defined herein.
 - 2. To use, or cause to be used, an ambulance service other than an EMSA's operations contractor, except for those services described in Paragraph (B) of this Section 114,
 - 3. For any person, firm or organization to respond to emergency calls originating within the Regulated Service Area, other than EMSA's operations contractor,
 - 4. For any person, firm or organization to provide special events ambulance standby service within the regulated service area, other than EMSA's operations contractor.
 - 5. For any person, firm or organization to respond to routine transport calls originating within the regulated service areas other than EMSA's operations contractor.
 - 6. To knowingly give false information to induce the dispatch of an ambulance, or first responder unit.
- B. It shall not be a violation of this Code, if the vehicle or ambulance is:

THE VILLAGE CITY CODE

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 ambulances with certifications 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's operations contractor;
6. A vehicle engaged in a routine transport call to transport a patient from a hospital, nursing home or free-standing 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's operations contractor to lawfully engage in routine transport calls to transport patients from hospitals, nursing homes, and free-standing dialysis centers located within that receiving jurisdiction to destinations within the Regulated Service Area.
7. A vehicle engaged in a 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 routine 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.

Sec. 18-115. Penalties.

- A. Any person convicted of violating any of the provisions of this Code shall be guilty of a Class A Offense and punished by fine and costs not to exceed the sum of \$500 and/or imprisonment for a period of not more than 6 months.

THE VILLAGE CITY CODE

- B. Each day that any violation of the provisions of this Code is committed or permitted to continue shall constitute a separate offense.

Sec. 18-116. Quality Assurance Fee. EMSA shall pay a monthly medical quality assurance fee, as determine by the Medical Control Board and approved by the beneficiary member jurisdictions. The monthly fee shall be equal to one-twelfth of the annual EPF 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 thirty [30] days after the end of the month.

Sec. 18-117. Ambulance Fee.

1. **Finding of Fact.** The City of The Village makes the following findings of fact:
 - a. Ambulance service has been provided to citizens of The Village by EMSA since November 2003.
 - b. EMSA's service to the City of The Village has been provided free of cost to the City.
 - c. EMSA has notified the City of The Village that its service is losing money and the service will require the payment of a subsidy to continue providing service to The Village.
 - d. The City of The Village has determined that contracting for ambulance services, and continuing its contract with EMSA, is the most cost-effective means of providing emergency medical services to the citizens of The Village.
2. **Service Charge:** The service charge shall mean the fee levied within the corporate limits of the City for providing the ambulance service program. The fee shall be levied on each (1) residential occupancy meaning each property designed and used primarily and principally as a residential single-family dwelling, duplex, or apartment unit, and (2) each commercial occupancy meaning any property designed and used primarily and principally for an individual business. The tenant or owner, whether a person, firm, or corporation, of any residential or commercial property shall be liable for the payment of the service charge.
3. **Rate Schedule.** The monthly service charge shall be established by Resolution of the City Council.
4. **Collection of Service Charge.** The service charge herein established by the City for the ambulance service shall be billed to each residential and commercial utility

THE VILLAGE CITY CODE

account as an additional itemized amount on the City's regular utility bill for sanitation and sewer services.

5. **Late Fees:** An additional fee in the amount of ten (10%) percent of the outstanding balance shall be added to the amount due for ambulance services if said charges are not paid by the day of the month on which payment is due.
6. **Termination:** The billing clerk is hereby authorized to terminate garbage and sewer services for non-payment of the ambulance service fee. In addition to termination of services, the City of The Village reserves the right to pursue any and all remedies under the laws of the state of Oklahoma.
7. **Penalty:** Failure to pay the service charge as provided in this section shall be a Class B Offense punishable by a fine of \$200.00.

(Ord. No. 393, §2, 07-06-2004)

Sec. 18-118. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Code is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Code. (Ord. No. 393, §2, 07-06-2004)

Sec. 18-119. Repealer. All ordinances or parts of ordinances in conflict herewith are hereby repealed. (Ord. No. 393, §2, 07-06-2004)

Sec. 18-120. Emergency Clause. An emergency is hereby deemed and declared to exist whereby it is necessary for the preservation of the public health, safety and welfare of the inhabitants of the City of The Village that this Ordinance take effect immediately from and after its approval. (Ord. No. 393, §2, 07-06-2004)