

March 16, 2026 - 6:00 PM  
Glenpool City Hall, City Council Chambers  
12205 S. Yukon Ave. 3rd Floor  
Glenpool, Oklahoma

A Special Session of the Glenpool Area Emergency Medical Service District will be held at 6:00 p.m. immediately following the Glenpool Utility Service Authority special meeting.

NOTE: Members of the public are invited to attend the in-person meeting, or join a live broadcast at this link:

Join Zoom Meeting

<https://us02web.zoom.us/j/89753555435?pwd=QzdFVjA1b0IKa1ISUFIKbUNrUUxtZ09>

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The City Council welcomes comments from citizens of Glenpool who wish to address any item on the agenda.

- Speakers attending via ZOOM are required to complete the Request to Speak form located on our website: <https://www.glenpoolonline.com/DocumentCenter/View/2551/request-to-speak-at-open-meeting-forms-2025?bidId> = and email it to the City Clerk: [lasmith@cityofglenpool.com](mailto:lasmith@cityofglenpool.com) PRIOR TO 6:00 PM CALL TO ORDER.

## AGENDA

- A) **Call to Order - Joyce G. Calvert, Chair**
- B) **Roll Call, Declaration of a Quorum - Lesli Smith, City Clerk; Joyce G. Calvert, Chair**
- C) **Public Comments**
- D) **Consideration and appropriate action relating to a request for approval of the Consent Agenda.**  
(All matters listed under "Consent" are considered by the GEMS Board to be routine and will be enacted by one motion. Any Trustee may, however, remove an item from the Consent Agenda by request. (A motion to adopt the Consent Agenda is non-debatable.)
  - 1) To approve the minutes from the March 3,2026, meeting.
- E) **Consideration and appropriate action relating to items removed from the Consent Agenda**
- F) **Scheduled Business**
  - 1) Discussion and possible action to approve or deny renewal of the agreement with Centurion Health Systems, dba Mercy Regional Ambulance Services and the City of Glenpool to provide ambulance

services to the Glenpool Area Emergency Medical Service District.  
(David Tillotson, City Manager)

G) **Adjournment**

This notice and agenda was posted at Glenpool City Hall, 12205 S Yukon Ave., Oklahoma, on 3-13-2026 at 11:30 a.m.

Signed: Lesli Smith  
City Clerk

**GLENPOOL AREA EMERGENCY MEDICAL SERVICE**  
**DISTRICT**  
 MEETING MINUTES  
 MARCH 2, 2026

<b>COUNCIL PRESENT:</b>	Tim Fox, Joyce Calvert, Chris Brobst
<b>COUNCIL ABSENT:</b>	Jaci Triplett-Lund, Shayne Buchanan
<b>STAFF PRESENT:</b>	David Tillotson, LeaAnn Reed, David Agbetunsin, Lesli Smith.
<b>STAFF ABSENT:</b>	

- A) **Call to Order - Joyce G. Calvert, Chair**  
 Chair Calvert called the meeting to order at 6:38 p.m.
  
- B) **Roll Call, Declaration of a Quorum - Lesli Smith, City Clerk; Joyce G. Calvert, Chair**  
 Lesli Smith called the roll; Chair Calvert declared a quorum present. Eric Wade, Attorney, of Rosenstein, Fist & Ringold, were also in attendance.
  
- C) **EMS Report- Brian Cook, Director of Operations, Mercy Regional EMS**
  - 1) EMS Report  
 Director Cook reported that from January 27, 2026, to February 25, 2026, 118 patients were treated and transported. 27 patients refused transport. 8 canceled prior to arrival. 1 Mutual aid received. 4DOA 2 false calls. He also noted that Mercy Regional is proud to be a 2026 sponsor of the Red, White and Boom bash this fourth of July.
  
- D) **District Administrator Report-**
  - 1) District Administrator Report  
 There was no official Administrator report.
  
- E) **Trustee Comments**  
 There were no trustee comments.
  
- F) **Public Comments**  
 There were no public comments.
  
- G) **Consideration and appropriate action relating to a request for approval of the Consent Agenda.**

- 1) To approve the minutes from the February 2, 2026, meeting.
- 2) To approve the purchase orders receiving report and payment claims as of 2/25/2026 totaling \$32,186.38.

Moved by Chris Brobst, seconded by Joyce Calvert

<b>For</b>	<b>Against</b>
Tim Fox, Joyce Calvert, Chris Brobst	None
3	0

<b>Abstained</b>	<b>Absent</b>
None	Jaci Triplett-Lund, Shayne Buchanan
0	

To approve the consent agenda.

CARRIED.

H) **Consideration and appropriate action relating to items removed from the Consent Agenda**

No items were removed from the consent agenda.

I) **Scheduled Business**

No items on the Scheduled Business section. No discussions or votes taken.

J) **Adjournment**

The meeting was adjourned at 6:41 p.m.

**To:** The Honorable Mayor and City Council

**From:** David Tillotson, City Manager

**Meeting Date:** March 16, 2026

**Department/Office:** Administration

**Item Name:** Renewal of Agreement with Centurion Health Systems

**Summary:**

GEMS and the City of Glenpool entered into an Ambulance Agreement with Centurion Health Systems, Inc. dba Mercy Regional of Oklahoma in 2016 for a five-year term, and then again in 2021 for a second five-year term. The last funding increase from Mercy was in 2019. Mercy is requesting a 5% increase beginning July 1st. We have not experienced any significant issues with Mercy during our partnership.

**Recommended Action:**

Staff recommends approving the renewal of the agreement with Centurion Health Systems.

**Budget:**

**Attachments:**

1. AMB SVC AGMT - MERCY EMS - PROPOSED FINAL 050521

## **AMBULANCE SERVICE AGREEMENT**

This Ambulance Service Agreement, as provided for by Title 63 - Public Health and Safety, Article 25 - Oklahoma Emergency Response Systems Development Act, Section 1-2515 - Authority to Regulate and Control Ambulance Service Transports, and by Title 5, Chapter 2, Article A of the Code of Ordinances of the City of Glenpool, ("Agreement") made and entered into as of July 1, 2021 (the "Effective Date"), by and among the CITY OF GLENPOOL, OKLAHOMA ("GLENPOOL" or "CITY"); CENTURION HEALTH SYSTEMS, INC., 9106 N. GARNETT RD, PO BOX 2398, OWASSO, OK 74055, d/b/a MERCY REGIONAL OF OKLAHOMA ("MERCY"); and the GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT ("GEMS" or "GEMS District"), collectively the "Parties."

WHEREAS, GEMS has a need for emergency medical services provided by MERCY for the health, welfare, and safety of the residents within the GEMS District; and,

WHEREAS MERCY is engaged in the business of providing ambulance services and is willing and capable of supplying emergency and non-emergency medical services to GEMS.

NOW THEREFORE, for and in consideration of the terms, covenants and conditions as hereinafter set forth, the Parties hereby mutually agree as follows:

### I. ADOPTION OF SERVICES

1.1 Operational Agreement. MERCY acknowledges and agrees to abide by, to the extent applicable, a certain operational agreement entered into between the City of Glenpool and the GEMS District to provide for specified administrative, clerical, legal and emergency medical responder functions to be provided by the CITY for the benefit of GEMS, and such other terms and conditions as may affect the working relationship between the CITY and GEMS as such terms and conditions are set forth in said operational agreement. Specifically, MERCY acknowledges and agrees that certain reporting or other requirements of MERCY to GEMS will be under the direction of the District Administrator, as set forth in this Agreement. Likewise, MERCY acknowledges and agrees that GEMS legal and financial arrangements will be governed by the terms of GEMS' operational agreement with the CITY.

1.2 Essential Services. MERCY will provide emergency and non-emergency medical services and qualified medical personnel to residents of the Service Area as defined herein.

1.3 Service Area ("Service Area"). The Service Area incorporated in this Agreement includes the Glenpool Public School District and the corporate limits of the City of Glenpool (together, the GEMS District boundaries).

1.4 Inspection. GEMS shall have the unconditional right to reasonable unannounced inspections by a qualified designee of the District Administrator of every ambulance utilized in

connection with this Agreement as to the clinical and mechanical worthiness of the vehicle. Additionally, the same right of inspection shall apply to personnel who directly operate or staff ambulances and to emergency equipment, including dispatching, any of whom or which shall be utilized in the fulfillment of the terms and conditions of this Agreement. All MERCY vehicles for use in conjunction with this Agreement shall be subject to unannounced inspections by a qualified designee of GEMS to ensure the clinical and mechanical worthiness of the vehicle.

1.5 Term (First Renewal Agreement). The Term of this Agreement shall commence on the Effective Date of July 1, 2021. It renews and renders void as of the Effective Date, that original Ambulance Service Agreement with an effective date March 22, 2016, and an expiration date of June 30, 2021. All rights, duties, obligations, authorizations, terms, and conditions created hereby shall commence on the Effective Date and shall continue thereafter through the 30<sup>th</sup> day of June 2026, (“Expiration Date”). The Parties understand, agree and acknowledge that the CITY shall incur no financial obligations whatsoever with respect to the performance of this Agreement and this Agreement is therefore exempt from limitations that the Constitution of the State of Oklahoma and Oklahoma Statutes would otherwise impose on obligations that extend beyond the current Fiscal Year.

1.6 Renewal. GEMS and MERCY agree that they shall have the option to renew this Agreement upon the expiration of the current Term and any subsequent term. Renewal may be for such term and contain such other provisions and conditions as the Parties negotiate prior to the Expiration Date. This Agreement shall be renewed for additional five-year terms unless either party notifies the other at least 90 days prior to the Expiration Date of its intent not to renew. Renewal shall be memorialized by the issuance of a subsequent agreement in substantially the form of this Agreement.

1.7 Termination. This Agreement may be canceled by either party with one hundred-eighty (180) days’ notice for any stated reason or no reason. During such one hundred-eighty (180) day period, the parties may negotiate any objectionable terms or desire for amendment or the party giving notice may elect to act in accordance with its notice with no duty to negotiate.

1.8 Breach. In the event of a non-material breach of the conditions of this Agreement, the non-breaching party shall give the breaching party thirty (30) days’ notice of such non-material breach as time to cure and may terminate this Agreement upon expiration of such thirty- (30) day notice period without cure. In addition, a non-breaching party shall further have the right to terminate this Agreement immediately upon the occurrence of any material breach by the other party, with no duty or obligation to provide notice or time to cure. Materiality shall include any breach that presents a serious risk of injury, mistreatment or death of a patient or presents a substantial likelihood of serious impairment to the rights and powers of the non-breaching part.

1.9 Material Change of Condition. MERCY must provide the Oklahoma Department of Health and the GEMS District written notice of any change in financial, staffing or other conditions that may reasonably be expected to affect adversely MERCY’s capacity to provide

the services contracted for under this Agreement. Such notice must be submitted within ten (10) calendar days of any such change in conditions, as described.

## II. RESPONSIBILITIES OF MERCY

2.1 Availability. MERCY shall assign at least one permanent ambulance to the Service Area, and such ambulance shall be based within the City of Glenpool on a 24-hour per day/7-day per week basis.

2.2 Advanced Life Support. MERCY shall provide at least one Advanced Life Support ambulance on a full time basis to the Service Area for emergency responses on a 24-hour per day/7-day per week basis.

2.3 Advanced Life Support Qualified Personnel. MERCY shall provide competent and duly qualified personnel to attend at least one Advanced Life Support ambulance on a full time basis in the Service Area for emergency responses. Such personnel shall be stationed within the City of Glenpool except only during transports that may temporarily remove them from the limits of the Service Area.

2.4 Additional Ambulance Service. For the provision of additional emergency or non-emergency transports that may be required when the primary ambulance that is stationed in the City of Glenpool is called to an emergency, MERCY shall dispatch an additional ambulance at the earliest possible opportunity so as to effect such additional transports without affecting the response time performance of the primary ambulance.

2.5 Emergency Response Coordination. The City of Glenpool Emergency Medical Response Agency (First Responders) ("EMRA") is established by and operates in accordance with Title 5, Chapter 2, Article B of the City of Glenpool Code of Ordinances. Glenpool Fire Department members who are certified by the Oklahoma Department of Health in accordance with the Oklahoma Emergency Response Systems Development Act and in accordance with rules and regulations promulgated by the Oklahoma Board of Health; are designated as the EMRA. Under the supervision of, and in accordance with protocols established by, the MERCY Medical Director, as set forth in Article V of this Agreement, the EMRA shall provide appropriate emergency medical services at the scene of an incident requiring emergency medical services, excluding transport. The EMRA may utilize certified emergency medical responders and/or licensed emergency medical personnel, as those terms are defined in Title 63 of the Oklahoma Statutes, Sections 1-2503(7) and (17), as so designated by the CITY, and under the direction and control of the MERCY Medical Director. MERCY, in connection with its provision of services to GEMS, shall coordinate its emergency medical response actions with the EMRA so as to provide the most prompt, efficient and professional emergency medical services.

## III. AMBULANCE EQUIPMENT

3.1 Minimum Equipment Standards. MERCY will, at all times, supply emergency equipment in compliance with Oklahoma Emergency Medical Services Regulations, OAC 310:641-3- 23, Equipment for Ground Transport Vehicles, to include without limitation:

- Essential Basic Medical Equipment;
- Mandatory Extrication Equipment,\*
- \* All heavy extrication services must be provided by the Glenpool Fire Department
- Advanced Life Support Medical Equipment

3.2 Business Name. The “Mercy Regional EMS” business name will be placed on each side and rear of each ambulance or other vehicle used for the purpose of providing medical services to the Service Area for ready identification.

3.3 Vehicle Maintenance. All MERCY vehicles shall be in good mechanical and serviceable condition at all times, so as not to be hazardous to patient(s) or crew members. All preventive maintenance schedules shall be readily accessible during regular business hours to a GEMS representative.

3.4 Emergency Permit. All MERCY vehicles utilized in connection with this Agreement shall have a permit and/or inspection decal affixed by the Oklahoma State Department of Health – EMS Division – with no less than a Class “A” permit which indicates compliance with applicable statutes and regulations as a primary “first out” emergency vehicle.

3.5 Disposable Medical Supplies. MERCY will replace all disposable medical supplies utilized by the Emergency Medical Response Agency as identified on **Exhibit A**, Inventory Resupply List, at no charge to the City of Glenpool or GEMS.

#### IV. STAFFING

4.1 Minimum Personnel. Each ambulance that MERCY dedicates to the GEMS Service Area shall have on staff an adequate number of emergency medical services personnel in order to respond effectively to all calls. Specifically, MERCY will provide as a minimum: one Emergency Medical Technician at the Basic level and one Emergency Medical Technician at the Paramedic level who will respond to any emergency. The only exception shall be in the event of a disaster or when a secondary ambulance is responding to an event pursuant to a mutual aid agreement.

4.2 EMS Paramedic. Under no circumstance during the transport of an emergency ambulance patient by the primary ambulance assigned to the Service Area will the attendant be qualified as less than a licensed EMS Paramedic.

4.3 Driver Qualifications. In addition, each ambulance shall have a driver who is qualified as not less than an EMT Basic.

4.4 Exceptions for Documented Disasters. In unique and unexpected circumstances, including a disaster, the minimum driver requirement may be altered to facilitate a transport of an emergency patient with a law enforcement officer, fireman or authorized Emergency Medical Responder as driver. In this event, a written report of the circumstances, reason and any other pertinent information regarding the call will be forwarded to the State of Oklahoma Department of Health, EMS Division with copies forwarded to GEMS within ten working days.

## V. PHYSICIAN MEDICAL DIRECTOR

5.1 Medical Director Qualifications. MERCY shall agree at all times to employ a physician Medical Director who is a fully licensed, non-restricted Doctor of Medicine (M.D.) or a Doctor of Osteopathy (D.O.) in the State of Oklahoma and who shall act as the medical advisor to MERCY and shall monitor and direct patient care provided by MERCY and by the City of Glenpool Emergency Medical Response Agency, as set out in Section 2.5 of this Agreement. The Medical Director shall meet all qualifications and requirements stated in the Emergency Response Systems Development Act at Title 63, Sections 1-5201 *et. seq.* of the Oklahoma Statutes (the "Act"), and shall comply with all regulations that have been or may be promulgated by the Oklahoma Board of Health, to include without limitation Title 310, Chapter 641, Subchapter 3, Part 11 of the Oklahoma Administrative Code (Medical Control of Ambulance Services).

5.2 Medical Director Duties. Specifically, the Medical Director shall:

- (a) Demonstrate appropriate training and experience in adult and pediatric emergency medical services by being Board Certified in emergency, family, internal, or surgical medicine or possess and maintain current certification in Advanced Cardiac Life Support (ACLS) and Advanced Trauma Life Support (ATLS); Pediatric Advanced Life Support (PALS), Advanced Disaster Life Support (ADLS) or other equivalent training.
- (b) Be familiar with the design and operation of pre-hospital emergency medical services systems, and knowledgeable about the capabilities of the different levels of licensed personnel and of the established protocols.
- (c) Have experience in the emergency department management of acutely ill or injured patients.
- (d) Be knowledgeable and actively involved in quality assurance and the educational activities of MERCY and EMRA emergency response personnel and supervise a quality assurance (QA) program by either direct involvement or appropriate designation and surveillance of his responsible designee. The QA program, or policy, shall be submitted with treatment protocols for approval by the Department of Health.
- (e) Have knowledge and a relationship with MERCY and the CITY's Emergency Medical Response Agency and the GEMS Service Area.
- (f) Provide a written statement to the Department of Health and to the GEMS District Administrator that includes:

- Agreement to provide medical direction and establish the standard of care provided by the service;
  - Regular mail and email addresses;
  - An Oklahoma Bureau of Narcotics and Dangerous Drugs (OBNDD) number or appropriate state equivalent;
  - Current medical license;
  - A curriculum vita that includes active involvement in pre-hospital care.
- (g) Develop medical protocols for patient care techniques, both on-line and off-line standing orders and present written EMT Intermediate and EMT Paramedic life support protocols to the Department of Health for approval before use. Protocols shall include medications to be used, treatment modalities for patient care procedures, and appropriate security procedures for controlled and dangerous drugs.
- (h) List all medications with quantities to be carried on each emergency vehicle.
- (i) Participate in the statewide emergency medical services system.
- (j) Maintain Oklahoma State Department of Health, Emergency Medical Services Division certification / approval as a Medical Director.
- (k) Develop medical protocols for patient care techniques, both on line and off line, and present said protocols for approval by the Department of Health – Emergency Medical Services Division. Protocols shall include medications to be utilized, treatment modalities for patient care procedures, and appropriate security procedures for controlled and dangerous drugs.
- (l) Work together with MERCY and EMRA staff to offer optimal care to all ambulance patients in the most efficient manner available within the Service Area.
- (m) Agree to provide medical direction to the Emergency Medical Response Agency (EMRA) duly authorized by the City of Glenpool.

5.3 Verification. Evidence of compliance with these qualifications shall be made available to the GEMS District Administrator upon request.

## VI. COMMUNICATIONS

6.1 Dispatch. The Glenpool Police Department shall provide emergency (911) call reception services for the GEMS Service Area and be responsible for initial notification of the MERCY dispatch center. Any request for ambulance service received by the Glenpool 911 system shall be forwarded directly to the MERCY control center. After initial notification of MERCY, MERCY dispatchers shall assume the responsibility of completing all further dispatch functions, to include priority classification; ambulance dispatching (whether MERCY or mutual aid if necessary); emergency medical responder dispatching; and pre-arrival instructions for the

reporting party. Performance of these duties is subject to periodic review and approval by the GEMS District Board.

6.2 Call Classification. MERCY shall be responsible for determining call priority and utilizing an appropriate classification system approved by the Medical Director.

## VII. RESPONSE TIME

7.1 Response Time Standards. The following response times shall be monitored and accurately recorded so that continual audit of these times may be performed as a method to assure the most efficient responses are being performed:

- Time request for EMS response is received at the dispatch center (this time shall be indicated when sufficient information has been received from the caller to initiate a response)
- Time ambulance is notified
- Time ambulance is en route
- Time ambulance is on the scene
- Time ambulance is en route to the hospital or is available if not needed
- Time ambulance arrives at the hospital
- Time ambulance is back in Service Area

7.2 Response Time Reliability Standards. MERCY agrees to maintain a service response time of eight minutes or less with 90% reliability for each calendar month during the term of the Agreement for all emergency calls within the Service Area north of 181st Street South. A response time of ten minutes or less with 90% reliability will be maintained for all emergency calls in all portions of the Service Area south of 181st Street South. These minimum response times apply equally to secondary ambulance responses by MERCY when a secondary ambulance is located within the Service Area at the time and an additional unit is required for an existing emergency or a new emergency.

7.3 Secondary Response Time Standards. MERCY agrees that MERCY ambulances responding to requests for secondary ambulance service (*i.e.*, requests for one or more additional ambulances while the primary MERCY ambulance permanently assigned to the GEMS District is on call) will be held to the same response time and response time reliability standards as those established for the primary ambulance in Sections 7.1 and 7.2 of this Agreement. In the event that the MERCY dispatch center determines that there is not a MERCY ambulance immediately available capable of meeting the agreed upon response time standards, MERCY agrees to take responsibility for contacting and dispatching a mutual aid response within not more than three minutes from the time that the call is received by the MERCY dispatch center. A mutual aid response is defined as an ambulance responding, at the request of MERCY, from another ambulance service in the surrounding area, to the request for an ambulance in the Service Area.

Mutual aid responses from an ambulance service provider outside the Service Area responding to a call from MERCY, as well as mutual aid responses performed by MERCY to an ambulance service provider located outside of the Service Area, are exempt from required response times.

## VIII. PURCHASES

8.1 Local Support. MERCY shall agree to purchase fuel and supplies from merchants in the City of Glenpool, if possible and at its own expense, but shall not be obligated to do so if prices are not comparable or less or specific supplies and/or services are not available in the City of Glenpool.

## IX. INSURANCE REQUIREMENTS

9.1 Commercial Liability Coverage. MERCY shall keep in full force and effect a policy or policies of public liability and property damage insurance, issued by a casualty insurance company authorized to do business in the State of Oklahoma, 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 MERCY ambulance(s) or other actions by MERCY or any of its officers, agents or employees, and providing that the amount of recovery shall be in limits of not less than the following sums:

- (a) For damages arising out of bodily injury to, or death of, one person in any one incident, not less than one million dollars (\$1,000,000.00).
- (b) For damages arising out of bodily injury to, or death of, two or more persons in any one incident, not less than three million dollars (\$3,000,000.00).
- (c) For injury to, or destruction of, property in any one incident, not less than five hundred thousand dollars (\$500,000.00).

9.2 Workers' Compensation. MERCY shall maintain, during the term of this Agreement, Worker's Compensation insurance as prescribed by the laws of the State of Oklahoma.

9.3 Certificate of Insurance. MERCY agrees to furnish to the GEMS district administrator, as a condition of this Agreement, an original and duplicate certificate of insurance which shall indicate the types of insurance, the amounts of insurance and the expiration dates of all policies carried by MERCY. Each certificate of insurance shall name the GEMS District 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 canceled or materially altered by the insurer without thirty days' written notice received by the GEMS District.

9.4 Change of Coverage. Cancellation or material alteration of a required insurance policy or coverage shall automatically terminate this Agreement and MERCY shall thereupon cease and desist from further operations in the GEMS District.

## X. ACCESSIBILITY

10.1 No Ability to Pay Exemption. MERCY shall deny no one access to emergency care and transportation, regardless of ability to pay.

10.2 Offsets. MERCY shall provide mechanisms to offset out-of-pocket costs to patients. Examples are subscriptions, third party reimbursement invoicing, scheduled payment programs, etc.

## XI. OPERATIONS REPORTS AND RECORDS

11.1 Reporting Requirements. MERCY agrees to make all HIPAA-compliant records and reports in connection with the Service Area available to the GEMS District Board upon request and shall submit a monthly log report prior at each GEMS District Board meeting held on dates as noticed by the Glenpool City Clerk. The log report shall include, without limitation, the following information:

- Call number
- Unit number
- Call times
- Call date
- The record of response times required by Section 6.4 of this Agreement.

All reports shall be sanitized of protected health information, as defined and mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

11.2 Meeting Schedule. Unless notified otherwise, an authorized MERCY representative will attend GEMS District Board meetings scheduled at 6:00 on the first Monday of every month and located at the Glenpool City Hall/Conference Center Council Chambers (Third Floor), 12205 S. Yukon Avenue, Glenpool, OK 74033.

## XII. COMMUNITY EDUCATION

12.1 Availability. MERCY agrees, at reasonable times and upon sufficient notice, to be available upon request to aid in and/or conduct community education programs, including, but

not limited to, CPR and First Aid programs. MERCY shall agree to make community education an integral part of this Agreement and of its operations in the GEMS District.

12.2 Cost Limitation. All courses administered in GEMS by MERCY shall be at no expense to the participants except for actual cost of materials and instructor fees.

12.3 Continuing Education. Members of the Glenpool Emergency Medical Response Agency may attend any classes held as continuing education for the employees of MERCY at no charge.

12.4 Medical Responder Training. MERCY shall provide to the Glenpool Emergency Medical Response Agency biannual Emergency Medical Responder Courses and Emergency Medical Responder Refresher Courses, as needed. MERCY shall also provide Quality Improvement/Quality Assurance oversight services for the Glenpool Emergency Medical Response Agencies.

### XIII. STANDBY SERVICES

13.1 Public Events. MERCY agrees to be available, upon the request of the Glenpool Police Chief or Fire Chief to “stand by” on location at public events, including, but not limited to, football games, basketball games, baseball/softball games, firework displays, etc. MERCY shall respond as needed to the scene of any incident at such events which could result in possible personal injury or death to the persons involved. There shall be no charge for standby services, at Glenpool-sanctioned events, within the city limits of the City of Glenpool.

13.2 Emergency Calls. Any time MERCY is performing standby service as described in Section 12.1, MERCY agrees that either a MERCY ambulance other than the ambulance on standby or a mutual aid response ambulance will be available to respond to emergency calls until such time as the standby ambulance is released from service at the public event.

### XIV. PATIENT CHOICE

14.1 Choice of Facility. MERCY shall honor the patient’s choice of hospital, medical facility, nursing home or other facility when the patient’s condition permits a choice to be made and the choice of facility is at a location within a 30-mile radius of the GEMS Service Area.

14.2 Incapacity of Patient to Choose. Should a patient be unconscious or without family to direct his/her destination to a medical facility for treatment, he/she shall be transported to the nearest hospital where appropriate services are available.

14.3 Traumatic Injury. In the case of traumatic injury, under certain circumstances, the patient's destination shall be directed by the Tulsa Regional Trauma Advisory Board, Trauma Referral Center, as mandated by the Tulsa Regional Trauma Triage and Transport Plan.

#### XV. MEMBERSHIP PROGRAM

15.1 Cost. MERCY will offer to all residents in the Service Area, an Ambulance Membership Program to be available for purchase by the public during the month of January. The fee schedule for this Program is \$60.00 annually.

15.2 Benefit. The membership program will cover the coinsurance or deductible portion of the ambulance bill for all medically necessary emergency ambulance services.

15.3 Medical Necessity. Membership program benefits will apply only in the case of medically necessary emergency calls, as determined in accordance with protocols established by the Medical Director.

15.4 Right to Bill. MERCY reserves the right to bill any insurance plan of which the membership holder may be a beneficiary.

#### XVI. PRIMARY PROVIDER

16.1 Statutory Compliance. The Parties agree that MERCY shall be responsible for responding to all emergency and non-emergency ambulance calls within the Service Area for the term of this Agreement or any extensions thereof, pursuant to the Oklahoma Emergency Medical Response Systems Development Act at Title 63 O.S. §§ 1-2501 *et seq.*

16.2 Mutual Aid. The foregoing paragraph to the contrary notwithstanding, the Parties hereto understand and agree that, in the event that services provided by MERCY are not available due to emergency, such emergency may from time to time necessitate utilization of another emergency medical service. In that event, MERCY will have the duty to arrange for the services of another ambulance service provider not affiliated with MERCY. All requests for mutual aid from other ambulance services will be the responsibility of MERCY.

#### XVII. SUBSIDY ARRANGEMENT

17.1 Terms. GEMS and MERCY agree that a subsidy arrangement will be implemented, and that any subsidy paid to MERCY by GEMS must be limited to funds available from the ad

valorem tax levy of three mills approved by the qualified electors of the GEMS District and must be used strictly for purposes authorized by Article X, Section 9C of the Oklahoma Constitution.

17.2 Monthly Charge. For the performance of services in accordance with this Agreement, GEMS shall pay MERCY a subsidy of \$15,000.00 per month until such time that the Agreement is terminated or negotiated for renewal.

17.3 Subsequent Agreement(s). By no later than 90 days before the expiration of this Agreement, MERCY will notify the GEMS District Administrator by written letter of intent of its intent either to renew or not renew this Agreement. Should GLENPOOL, GEMS and MERCY agree to renew this Agreement, the monthly subsidy arrangement shall be negotiated for the renewal period.

**ACCEPTED AND APPROVED** by the Parties hereto on the dates respectively entered below.

**Centurion Health Systems, Inc., d/b/a  
Mercy Regional of Oklahoma**

**Glenpool Area Emergency Medical Service  
District, Tulsa County, Oklahoma**

By: \_\_\_\_\_  
Duke Dixon  
President

By: \_\_\_\_\_  
Chairman

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

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

Attest:

Attest:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Wendy Knight  
District Secretary

**City of Glenpool**

By: \_\_\_\_\_  
Joyce Calvert  
Mayor

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

Attest:

By: \_\_\_\_\_  
Wendy Knight  
City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Lowell Peterson  
GEMS & City Attorney