

NOTICE OF REGULAR MEETING
OF THE
CHICKASHA CITY COUNCIL VIA TELECONFERENCE

In compliance with Title 25, Oklahoma Statutes, Section 301-314, the Oklahoma Open Meeting Act, including the posting of notice and agenda, be advised that the Chickasha City Council, Chickasha Municipal Authority, and Chickasha Municipal Airport Authority of the City of Chickasha, Oklahoma, will conduct a **REGULAR MEETING ON MONDAY, JULY 20, 2020, AT 6:30 PM.** Said meeting will be held via teleconference.

The City of Chickasha encourages participation from all its citizens. If participation is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48-hour rule if signing is not the necessary accommodation.

Agenda items are attached.

If you would like to **WATCH** the City Council meeting, watch on the City of Chickasha's YouTube Channel, accessible at chickasha.org/YouTube.

If you would like to **LISTEN** to the City Council meeting, dial in using one of the following numbers:

- 1 669 900 9128
- 1 253 215 8782
- 1 346 248 7799
- 1 646 558 8656
- 1 301 715 8592
- 1 312 626 6799

Then, use webinar ID 996 9469 6288 and password 072020

If you would like to **PARTICIPATE** in the Citizen Comments portion of the City Council Meeting, you will need to log in to Zoom and join the meeting via the Zoom Desktop or Mobile App.

- Visit <https://bit.ly/CHK-72> and use password 072020
- Or, log in to the Zoom Desktop or Mobile App and use webinar ID 996 9469 6288 and password 072020.

Please note: you must create a free Zoom account and log in to participate. You can raise your hand using the app during Citizen Comments and be called on when it is your turn to speak.

I, Susan M. McDaniel, City Clerk, posted this Agenda on the official City of Chickasha bulletin board in the Municipal Building, 117 North 4th Street Chickasha, OK, 73018, which is accessible to the public twenty-four hours each day at 4 :30 p.m. on Thursday, July 16, 2020.



Susan M. McDaniel

Sworn to and subscribed before me on this the
day 16th of July 2020.

My Commission Expires: 10-1-2022



Notary Commission
14008829

Notary Public, State of Oklahoma

CHICKASHA CITY COUNCIL

AGENDA

LOCATION OF MEETING
CITY HALL COUNCIL CHAMBERS
117 NORTH FOURTH STREET
CHICKASHA, OKLAHOMA 73018

TIME OF MEETING
6:30 PM

DATE OF MEETING
JULY 20, 2020

1. **Call to Order / Roll Call / Opening Prayer / Pledge of Allegiance.**
2. **Citizen Comments.**
3. **Council Communications.**
4. **Consent Docket:**
 - a. Acceptance of the Minutes of the July 6, 2020 regular meeting.
 - b. Acceptance of the Claims List.
 - c. Acceptance of Financials for June 2020.
5. **Discussion/Approval of Items Removed from Consent Docket:**
6. **Discussion and Consideration**
 - a. Discussion, consideration and possible action authorizing City Manager to surplus police department equipment and dispose of as deemed appropriated.
 - b. Discussion, consideration and possible authorizing Police Department to utilize approved state contract vendors for fleet maintenance and equipping of new fleet units through June 31, 2021.

- c. Discussion, consideration and possible action to renew the Grady Emergency Medical Services District agreement for 2020-2021
- d. Discussion, consideration and possible action to authorize the renewal of the Grady Emergency Medical Services District Capital Outlay Allocation for 2020-2021
- e. Discussion, consideration and possible action to renew the Emergency Medical Services billing contract with RAM Software Systems
- f. Discussion, consideration and possible action to approve the renewal of the Zoll A&E portable ventilator loan agreement for FY 2020-2021.

7. Executive Session:

8. Motion to Adjourn.

Chris Mosley, Mayor attending via teleconference.

Kimberly Loggins, Vice-Mayor, attending via teleconference.

Jim Hopkins, Council Member attending via teleconference.

Oscar Nelson, Council Member attending via teleconference.

David Sikes, Council Member attending via teleconference.

Zachary Grayson, Council Member attending via teleconference.

R.P. Ashanti-Alexander, Council Member attending via teleconference.

Brian Gerdes, Council Member attending via teleconference.

Clark VanDyck, Council Member attending via teleconference.

If you would like to WATCH the City Council meeting, watch on the City of Chickasha's YouTube Channel, accessible at [chickasha.org/YouTube](https://www.youtube.com/channel/UCkK8a8a8a8a8a8a8a8a8a8a).

If you would like to LISTEN to the City Council meeting, dial in using one of the following numbers:

- 1 669 900 9128
- 1 253 215 8782
- 1 346 248 7799
- 1 646 558 8656
- 1 301 715 8592
- 1 312 626 6799

Then, use webinar ID 996 9469 6288 and password 072020

If you would like to PARTICIPATE in the Citizen Comments portion of the City Council Meeting, you will need to log in to Zoom and join the meeting via the Zoom Desktop or Mobile App.

- Visit <https://bit.ly/CHK-72> and use password 072020
- Or, log in to the Zoom Desktop or Mobile App and use webinar ID 996 9469 6288 and password 072020.

Please note: you must create a free Zoom account and log in to participate. You can raise your hand using the app during Citizen Comments and be called on when it is your turn to speak.



City of
CHICKASHA

Meeting Type: City Council Agenda 7-20-2020

Meeting Date: 7/20/2020

Department: City Clerk

Agenda Item No. 4.a.

AGENDA ITEM: Acceptance of the Minutes of the July 6, 2020 regular meeting.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Minutes of the July 6, 2020 regular meeting.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Susan M. McDaniel, City Clerk	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: July 20, 2020	(From)		

V. ATTACHMENTS:

1. City 7-6-2020

July 6, 2020

The **REGULAR** meeting of the **CHICKASHA CITY COUNCIL** was held in the council chambers in city hall on the 6th day of July 2020 as specified by advance public notice with a properly prepared agenda stating the subject matter or matters to be discussed at said meeting. Mayor Mosley called the meeting to order at 6:30 p.m.

ITEM 1. Call to Order / Roll Call / Opening Prayer / Pledge of Allegiance

MAYOR AND COUNCIL

PRESENT: Chris Mosley
Kimberly Loggins, Vice-Mayor
Jim Hopkins
Oscar Nelson
David Sikes
Zachary Grayson
R. P. Ashanti-Alexander
Joseph Molder
Brian Gerdes

ABSENT: None.

STAFF

PRESENT: John Noblitt, City Manager
Amanda Mullins, City Attorney
Leasa Furr, Administrative Services Director
Susan McDaniel, City Clerk
Brian Zalewski, Fire Chief
G. G. Music, Asst. Police Chief
Shae Mortimer, Marketing and Civic Engagement Director
Jim Cowan, EDC Director

ITEM 1. **Call to Order / Roll Call / Opening Prayer / Pledge of Allegiance**

Council Member Ashanti-Alexander gave the invocation and lead the Pledge of Allegiance.

Roll call vote:

Jim Hopkins - Present
Nelson – Present
Sikes – Present
Loggins – Present
Mosley – Present
Grayson – Present
Ashanti-Alexander - Present
Molder - Present
Gerdes - Present

ITEM 1a. **Motion by Grayson and Second by Loggins that Council adjourns sine die.**

Roll call vote:

“Ayes:”	Hopkins, Nelson, Sikes, Loggins, Grayson, Ashanti-Alexander, Molder, Gerdes and Mosley.
“Nayes.”	None
“Abstain:”	None
Motion carried	9 – 0

ITEM 1b. **Oath of office administered to incoming Council Members by City Attorney. (Following Council Members will sign necessary documents and then assume their seats at the council table.**

City Attorney Amanda Mullins administered the Oath of Office to the incoming and re-seated Council members.

Chris Mosley - Mayor
David Sikes – Ward 1
Clark VanDyck – Ward 2
R. P. Ashanti-Alexander – Ward 3
Zachary Grayson – Ward 4

Council assumed their seats at the council table.

ITEM 1c. **Call to Order and Roll Call.**

Chris Mosley, Mayor - Present
Jim Hopkins - Present
Oscar Nelson - Present
David Sikes - Present
Kimberly Loggins - Present
R. P. Ashanti-Alexander - Present
Zachary Grayson - Present
Clark VanDyck - Present
Brian Gerdes - Present

ITEM 2. **Citizen Comments:**

(City Council Rules and Regulations limit visitor comments to a maximum of three minutes.)

Kathy Martin, Lake Chickasha – spoke regarding the lake.
Tory Wise Marilyn Lawson asked about Viridian Coffee coming to Chickasha.

ITEM 3. **Council Communications.**

ITEM 4. **Consent Docket: ITEM 4a through ITEM 4c.**

ITEM 4a. **Acceptance of the minutes of the June 15, 2020 regular meeting.**
ITEM 4b. **Acceptance of Claims List.**
ITEM 4c. **Approve Revocable Permit to Dobson Technologies for easement access to install 1323 feet of fiber optic cable to Canadian Valley Technology Center.**

*Motion by Council Member Loggins, second by Council Member Gerdes to approve the Consent Docket: ITEM 4a thru Item 4c.

Roll call vote:
Ayes:” Nelson, Sikes, Loggins, Grayson, Ashanti-Alexander, VanDyck, Gerdes, Hopkins and Mosley
“Nays:” None
“Abstain:” None
Motion carried. 9-0

ITEM 5. **Discussion/Approval of Items Removed from Consent Docket:**

City Council Meeting 7-6-2020
6:30 p.m.

No Action taken.

ITEM 6. **Consideration and Discussion Items:**

ITEM 6a. **Discussion, consideration and possible action on Ordinance 2020-11 requiring the use of facial coverings or mask inside City owned and controlled buildings.**

*Motion by Council Member Hopkins second by Council Member Sikes to approve Ordinance 2020-11 as presented.

Roll call vote:

Ayes:" Hopkins, Nelson, Sikes, Loggins, Grayson, Ashanti-Alexander, VanDyck, Gerdes and Mosley.

"Nays:" None

"Abstain:" None.

Motion carried. 9-0

ITEM 6b. **Public Hearing on a Use on Review for a home occupation located at 2025 California Ave.**

Public Hearing began at 6:48 p.m.

No one came forth to speak.

Public Hearing closed at 6:49 p.m.

ITEM 6c. **Discussion, consideration and possible action to consider Ordinance 2020-09, approving a Use on Review for a home occupation located at 2025 California Ave.**

*Motion by Council Member Grayson second by Council Member Hopkins to approve Ordinance 2020-09, allowing for a home occupation located at 2025 California Ave.

Roll call vote:

"Ayes:" Grayson, Ashanti-Alexander, VanDyck, Gerdes, Hopkins, Nelson, Sikes, Loggins and Mosley.

"Nays:" None.

"Abstain:" None.

Motion carried. 9-0

City Council Meeting 7-6-2020
6:30 p.m.

ITEM 6d. Public Hearing on a variance for the veneer Ordinance Section 54-74 of City Code for 302 N. 3rd Street.

Public Hearing began at 6:51 p.m.

No one came forth to speak.

Public Hearing closed at 6:53 p.m.

ITEM 6e. Discussion, consideration and possible action to approve a variance of the veneer Ordinance Section 54-74 of City Code for 302 N. 3rd Street.

*Motion by Council Member Sikes and second by Council Member Loggins to approve a variance of the veneer ordinance Section 54-74 of City Code for 302 N. 3rd Street.

Roll call vote:

“Ayes:” VanDyck, Gerdes, Hopkins, Nelson, Loggins, Sikes, Grayson, Ashanti-Alexander and Mosley.

“Nays:” None.

“Abstain:” None.

Motion passed. 9-0

ITEM 6f. Public Hearing on a rezoning request for the corner of S. Grand Ave. and Ada Sipuel from Commercial to PUD-Mixed Use.

Public Hearing began at 6:54 p.m.

Lance Mills, Applicant - Oklahoma City, spoke and gave general information regarding the request.

Tory Wise, Chickasha – asked questions about the rezoning of the property.

Public Hearing closed at 7:01 p.m.

ITEM 6g. Discussion, consideration and possible action to approve Ordinance 2020-10 rezoning the corner of S. Grand and Ada Sipuel from Commercial to PUD-Mixed Use.

*Motion by Council Member Hopkins and second by Council Member Loggins to approve Ordinance 2020-10 rezoning the corner of S. Grand and Ada Sipuel from Commercial to PUD-Mixed Use.

6:30 p.m.

Roll call vote:

“Ayes:” Nelson, Sikes, Loggins, Grayson, VanDyck, Hopkins, Gerdes and Mosley.

“Nays:” Ashanti-Alexander.

“Abstain:” None.

Motion passed. 8-1

ITEM 6h. Discussion, consideration and possible action to award bid COC-2003.

*Motion by Council Member Loggins and second by Council Member Hopkins to close out bid COC-2003 with no award due to having not received bids for the project.

Roll call vote:

“Ayes:” Gerdes, Nelson, Sikes, Loggins, Grayson, Ashanti-Alexander, VanDyck, Hopkins and Mosley.

“Nays:” None.

“Abstain:” None.

Motion passed. 9-0

ITEM 6i. Discussion, consideration and possible action to approve an economic development agreement between the City of Chickasha and Viridian Coffee, LLC.

*Motion by Council Member Loggins and second by Council Member Sikes to approve the economic development agreement between the City of Chickasha and Viridian Coffee, LLC in an amount not to exceed \$85,000.00.

Roll call vote:

“Ayes:” Hopkins, Gerdes, Sikes, Loggins, Grayson, Ashanti-Alexander and Mosley.

“Nays:” Nelson, VanDyck.

“Abstain:” None.

Motion passed. 7-2

ITEM 6j. Discussion, consideration and possible action to approve listing agreements with Coldwell Banker Select for Apache Cove lots 1, 2, 3, 4, 5 and 9.

*Motion by Council Members Hopkins and second by Council Member Ashanti-Alexander to approve the listing agreements with Coldwell Banker Select for the remaining Apache Cove lots and authorize execution by the City Manager.

City Council Meeting 7-6-2020

6:30 p.m.

Roll call vote:

“Ayes:” Ashanti-Alexander, VanDyck, Gerdes, Nelson, Sikes, Loggins, Grayson, Hopkins and Mosley.

“Nays:” None.

“Abstain:” None.

Motion passed. 9-0

ITEM 6k. Discussion, consideration and possible action to approve a request from the Chickasha Optimist to conduct a 5K Run at 8:00 a.m. on December 5, 2020.

*Motion by Council Member Nelson and second by Council Member VanDyck to approve the request from the Chickasha Optimist to conduct a 5K Run on December 5, 2020.

Roll call vote:

“Ayes:” Nelson, Grayson, Ashanti-Alexander, VanDyck, Gerdes, Hopkins, Sikes, Loggins and Mosley.

“Nays:” None.

“Abstain:” None.

Motion passed. 9-0

Meeting recessed to enter into CMA and CMAA Meetings at 7:19 p.m.

*Motion by Council Member Hopkins and second by Council Member Loggins to reconvene session.

Roll call vote:

“Ayes:” Nelson, Grayson, Ashanti-Alexander, VanDyck, Gerdes, Hopkins, Sikes, Loggins and Mosley.

“Nays:” None.

“Abstain:” None.

Motion passed. 9-0

Meeting reconvened into session at 7:26 p.m.

ITEM 6l. Discussion, consideration and possible action to authorize an event at Shannon Springs Park on July 18, 2020 for applicant by Brett Landry.

*Motion by Loggins and second by VanDyck to deny request.

Roll call vote:

“Ayes:” Loggins, Grayson, Ashanti-Alexander, VanDyck, Sikes and Mosley.

City Council Meeting 7-6-2020
6:30 p.m.

"Nays:"	Hopkins, Nelson and Gerdes.
"Abstain:"	None.
Motion passed.	6-3

ITEM 7 **Motion to adjourn.**

*Motion by Council Member Grayson and second by Council Member Loggins to adjourn.

TIME: 7:30 P.M.

Chris Mosley, Mayor

ATTEST:

Susan M. McDaniel, City Clerk

Approved this 20th day of July, 2020.



City of
CHICKASHA

Meeting Type: City Council Agenda 7-20-2020

Meeting Date: 7/20/2020

Department: Finance

Agenda Item No. 4.b.

AGENDA ITEM: Acceptance of the Claims List.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Claims List.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Leasa Furr, Administrative Services Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: July 20, 2020	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: City Council Agenda 7-20-2020

Meeting Date: 7/20/2020

Department: Finance

Agenda Item No. 4.c.

AGENDA ITEM: Acceptance of Financials for June 2020.

I. BACKGROUND/DESCRIPTION:

II. RECOMMENDED ACTION:

Accept Financials for June 2020

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: Leasa Furr, Administrative Services Director	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: July 20, 2020	(From)		

V. ATTACHMENTS:



City of
CHICKASHA

Meeting Type: City Council Agenda 7-20-2020

Meeting Date: 7/20/2020

Department: Police Department

Agenda Item No. 6.a.

AGENDA ITEM: Discussion, consideration and possible action authorizing City Manager to surplus police department equipment and dispose of as deemed appropriated.

I. BACKGROUND/DESCRIPTION:

The list of items comes from vehicles the Police Department no longer owns.

These items were salvaged from the former vehicles and remain from other parts used to replace parts as needed in existing fleet.

List contains parts that no longer have a useful service life to the department.

II. RECOMMENDED ACTION:

Staff recommends authorizing the City Manager to surplus these items and dispose of as deemed appropriate.

III. FISCAL INFORMATION - This is not a budgeted item.

IV. FUND INFORMATION:

Dept. Director: K. D. Rowell, Police Chief	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: July 6, 2020	(From)		

V. ATTACHMENTS:

1. OUTDATED PARTS AND EQUIPMENT FOR SURPLUS

SPARE PARTS AND EQUIPMENT

WHELEN LIGHT BAR	2
TOMAR LIGHT BAR	5
GO JOTTO BACK WINDOW BARS FOR CROWN VIC	10
CAGE'S - Crown Vic	6
SMITH & WESSON LIGHT BAR	1
CROWN VIC CENTER CONSOLES	2
DECATUR RADAR BOX	2
DECATUR RADAR BOX	4
DECATUR RADAR REMOTE	4
MPH RADAR REMOTE	1



City of
CHICKASHA

Meeting Type: City Council Agenda 7-20-2020

Meeting Date: 7/20/2020

Department: Police Department

Agenda Item No. 6.b.

AGENDA ITEM: Discussion, consideration and possible authorizing Police Department to utilize approved state contract vendors for fleet maintenance and equipping of new fleet units through June 31, 2021.

I. BACKGROUND/DESCRIPTION:

New purchase policy for City requires Council authorizes City Manager to make purchase up to \$50,000.

Provisions still require some approvals by the City Council to utilize contract pricing for some purchases. Staff believes this item falls under those provisions.

Fleet maintenance and outfitting items are included in State of Oklahoma contract (SW-0142)

Authorization of utilization of State Contracts for these items expedites repairs and maintenance, and decreases fleet downtime of police units.

In the future Council may wish to further revise purchase policy to specify state contracts as an allowable purchase source for City Management to execute under Open Market Procedures under \$50,000.00

OMES approved vendor list is attached.

II. RECOMMENDED ACTION:

Staff recommends authorizing the use of state contract and state contract vendors for fleet services in the police department through June 31, 2021.

III. FISCAL INFORMATION - This is a budgeted item.

IV. FUND INFORMATION:

Dept. Director: Dee Rowell, Chief of Police	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: July 20, 2020	(From) 11-03-503-5202-002; 11-41-541-5202-002; 11-42-542-5202-002, and 11-43-543-5202-002		

V. ATTACHMENTS:

1. SW142_Addendum 4 (1)



Statewide Contract Addendum

This addendum is added to and is to be considered part of the subject contract.

Statewide Contract #: SW0142

PeopleSoft Contract ID: See Below

Contract Title: Public Safety/Law Enforcement Vehicle
Mounted Equipment

Contract Issuance Date: 12/15/2016

Contract Supplier: See Below

Addendum # 4

Addendum Date: 11/26/2019

OMES Point of Contact:

Contracting Officer: Lisa Bradley

Phone Number: 405-522-4480

E-mail address: Lisa.Bradley@omes.ok.gov

Addendum Information:

This addendum is exercising the final renewal option for this contract. Revised contract period: 12/01/2019 through 11/30/2020.

911 Custom
6970 W 152ND Terrace
Overland Park, KS 66223

Kevin Beck

kevin@911custom.com

www.911custom.com

913-390-8540

ID# 0000374561, Contract # 0-4593

Atomic Custom Truck, LLC
10809 N Garnett Drive
OKC, OK 73114

Chris Vance

chris@atomictruck.com

www.atomictruck.com

405-608-8878

ID# 0000406827, Contract # 0-4596

Metro Emergency Upfitters, LLC
10308 SE 29th Street
OKC, OK 73150

Aaron York

aaron@meuokc.com

www.meuokc.com

405-610-6004

ID# 0000376754, Contract # 0-4593

Midwest Cruisers

717 NW 15th Street

Moore, OK 73160

Ashley Rogers

midwestcruisers@yahoo.com

405-255-3885

ID# 0000363273, Contract # 0-5010

QCU LLC

414 Kinnick Road

Stillwater, OK 74074

Amanda Piercing

Amanda@QCULLC.com

www.qcullc.com

405-707-9940

ID# 000363275, Contract # 0-5012

Ram Products, Ltd

7420 Whitehall Street

Richland Hills, TX 70118

Gerald Beckham

Gerald@ramproducts.com

www.ramproducts.com

405-627-1500

ID# 0000227794; Contract # 0-4587

Turn-Key Mobile, Inc.

210 Prodo Drive

Jefferson City, MO 65109

Kathy Montgomery

kathy@turnkeymobile.com

www.turnkeymobile.com

573-893-9888

ID# 0000268839, Contract # 0-4588

American Aluminum

3291 US Hwy 19 South

Perry, FL 32348

Brian Spivack

info@spivackmarketing.com

www.ezrideronline.com

800-277-0869

ID# 210307, Contract # 0-4586

FX Technologies

400 E. Main

Yukon, OK 73099

Jim Mighton

Jim.Fxtech@yahoo.com

405-350-3269

ID# 384346, Contract # 0-4595



City of
CHICKASHA

Meeting Type: City Council Agenda 7-20-2020

Meeting Date: 7/20/2020

Department: Fire Department

Agenda Item No. 6.c.

AGENDA ITEM: Discussion, consideration and possible action to renew the Grady Emergency Medical Services District agreement for 2020-2021

I. BACKGROUND/DESCRIPTION:

- The Grady Emergency Medical Services District has submitted a proposal for the City of Chickasha to renew the long standing 522 EMS District contract.
- Payments are made in February and June of each year.
- (At the time of this agenda item being placed, the final amounts have not been approved by the EMS District)

II. RECOMMENDED ACTION:

Approve the 2020-2021 Grady Emergency Medical Services District Agreement and authorize the Mayor and staff to execute the same.

III. FISCAL INFORMATION - The proposed contract for FY-20-21 is \$433,284.68

IV. FUND INFORMATION:

Dept. Director: Fire/EMS Brian Zalewski, Fire Chief	Fund	Account	Amount
	(To)23-4030-002		\$433,284.68
	FUND	ACCOUNT	AMOUNT
Meeting Date: 07/20/2020	(From)		

V. ATTACHMENTS:

1. Grady EMS Agreement 20-21

AGREEMENT

An AGREEMENT made this _____ day of _____, 2020, effective July 1, 2020, by and between the GRADY EMERGENCY MEDICAL SERVICES DISTRICT (EMS) BOARD OF TRUSTEES, ("DISTRICT"), and the CITY OF CHICKASHA, an incorporated municipality, ("PROVIDER").

WITNESSETH:

WHEREAS, DISTRICT has been created pursuant to the Oklahoma Constitution, Article X, Section 9C, for the express purpose of managing and providing emergency medical ambulance services for the Grady EMS District; and

WHEREAS, PROVIDER is a municipality capable of operating an emergency medical ambulance service hereinafter referred to as "SERVICE";

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises, the parties agree:

1. **TERM.** DISTRICT hires PROVIDER and PROVIDER agrees to operate emergency medical ambulance service from July 1, 2020 through June 30, 2021, pursuant to the terms of this Agreement.

2. **SERVICE AREA.** PROVIDER will serve a geographic area of the GRADY EMS DISTRICT within the area shown on the attached plat of Grady County.

3. **COMPENSATION.** DISTRICT will pay PROVIDER the lesser of the proportionate share of Grady EMS funds paid to all its PROVIDER'S of ambulance services or the sum of \$433,284.68 as determined by the funding summary, enclosed herein, payable as follows: Two (2) payments of \$216,642.34 each, the first of which will be on or about February 15, 2021, and the second payable on or about June 15, 2021; provided, the proportion of funds paid to PROVIDER pursuant to this paragraph shall be PROVIDER'S proportionate share of the total funds paid to all the Grady EMS providers of emergency medical ambulance services. PROVIDER shall deposit all funds received from Grady EMS District into a segregated account and be accounted for separately from funds received by PROVIDER from any other source. DISTRICT funds shall not be commingled with other PROVIDER funds. A ledger account of the funds detailing the receipt and expenditure of the funds provided by Grady EMS District

and expended for the provision of Emergency Medical Services by PROVIDER shall satisfy the segregated account requirement. PROVIDER may use the funds for any purpose which promotes or provides for emergency medical ambulance services by PROVIDER within the assigned service area.

4. **RESPONSE TIME.** Response time is an important part of the ambulance service. PROVIDER will use its best efforts to provide an average response time of seven (7) minutes for ambulance calls within a five-mile radius of the Incorporated City Limits of PROVIDER, except in the case of verified routine patient transfers.

PROVIDER shall use its best efforts to provide, for the remainder of the service area, an average response time of thirty (30) minutes or less, except in the case of verified routine patient transfers.

5. **TWO AVAILABLE AMBULANCES REQUIRED.** PROVIDER shall ensure that at all times at least two (2) ambulances will be available for responses to all areas of PROVIDER'S prescribed territory. A minimum of one (1) ambulance shall be dedicated for only emergency responses. In the event that both ambulances are not available to respond to an emergency call then PROVIDER must rely on mutual aid to insure coverage for PROVIDER'S prescribed territory. Neither ambulance will be restricted to, or given priority to service, within the PROVIDER'S municipal boundaries. Each of the ambulances shall be staffed with no fewer than two (2) persons. The non-driver shall have the minimum certification of EMT. The driver shall have the minimum certification of Emergency Medical Responder. The minimum staff assigned and on call for each of the ambulances shall be available within the municipal boundaries of the PROVIDER.

Failure of PROVIDER to strictly comply with the provisions of this paragraph shall constitute a breach of this contract and PROVIDER shall forfeit payment from the DISTRICT for each day the PROVIDER is in non-compliance with the provisions of this paragraph, in an amount equal to one-half (1/2) of one percent of the contractual compensation due to PROVIDER for the term of this Contract, as provided in Para 3.

However, PROVIDER shall not be deemed to have breached the Contract if either of the ambulances is out of service for repairs, if PROVIDER causes the repairs to be made with all due speed. In no event shall either ambulance be out of service for repairs for more than fifteen (15) total days in any sixty (60) day period. In no event shall both ambulances be out of service for repair at the same time. If

an ambulance is out of service or PROVIDER has determined that it is likely that it will be out of service for more than forty-eight (48) consecutive hours, PROVIDER shall immediately notify the Administrative Director of DISTRICT by fax or e-mail, of: a) the reason the ambulance is out of service; b) where it is being repaired; c) how long the repairs are anticipated to take; d) the continued ability of PROVIDER to respond to calls within the DISTRICT, and e) the contingency plan of the PROVIDER if two ambulances are needed at the same time for emergency responses within the prescribed territory.

6. **CALLS OUTSIDE SERVICE AREA.** PROVIDER may make such calls outside the service area as are consistent with its emergency medical services mission and the responsibilities of PROVIDER under this Agreement.

7. **INFORMATION COLLECTION, RECORDKEEPING AND REPORTS.** PROVIDER will collect, compile and timely furnish reports to the Executive Director of DISTRICT, on the DISTRICT'S PRESCRIBED FORMATS, upon request of the Director. PROVIDER will permit DISTRICT or any agent designated by DISTRICT access to the books and equipment of PROVIDER for the purpose of inspection or audit during routine business hours. PROVIDER shall upon request, send the DISTRICT copies of requested books or records pertaining to emergency medical services. The DISTRICT may, without cause, make or cause to be made an audit of the PROVIDER'S books and records at DISTRICT'S expense, to ensure compliance with the provisions of this Agreement.

8. **MEDICAL DIRECTOR.** The DISTRICT has contracted with William Worden, D.O., to provide Medical Director service, and has a MOU with Patrick Cody, D.O. to provide back-up, in the event Dr. Worden is not available, to each of the District's Providers and the District Provider agrees to approve and maintain William Worden as Medical Director, and, Patrick Cody as back-up, unless District, in writing, consents to Provider's request to contract with a different Medical Director and/or back-up.

OAC 310:641-3-24(b)

9. **MISCELLANEOUS.**

(A) PROVIDER will comply with all applicable rules, regulations, ordinances, and statutes of the District and applicable city, town, state, regulatory agency and federal government or agency.

(B) PROVIDER shall set the rates to be charged for its service, with the advice and consent of DISTRICT. A Schedule of Rates shall be provided by the PROVIDER to the DISTRICT upon execution of this Agreement. The DISTRICT shall either approve or disapprove the rates within thirty (30) days. If the DISTRICT does not approve the rates, the Agreement may be cancelled at the sole discretion of PROVIDER upon written notice to DISTRICT. If the DISTRICT has not notified PROVIDER of its action within thirty (30) days of the receipt of the rate schedule provided, the rates shall be deemed accepted. Payment by DISTRICT shall be contingent upon notice to the DISTRICT of the PROVIDER'S Schedule of Rates.

(C) This Agreement shall be construed pursuant to the laws of the State of Oklahoma.

(D) Provider is an independent contractor. Nothing in the Agreement shall be construed as creating a partnership or agency relationship between parties. DISTRICT shall not be liable for any actions of PROVIDER.

(E) PROVIDER will be responsible for operation of all emergency medical ambulance services within its assigned service area. DISTRICT may investigate the provision of services by the PROVIDER or any complaints made concerning PROVIDER'S operation of the SERVICE. PROVIDER shall cooperate in any investigation commenced by the DISTRICT. However, the employees and contractors of PROVIDER are exclusively the responsibility of PROVIDER, including, but not limited to employment and dismissal of personnel, development of job descriptions, determination of relative job status, development and administration of wage and salary scales, and any other matter pertinent to the management of personnel.

(F) PROVIDER shall not discriminate against any employee or applicant for employment in the SERVICE on the basis of race, color, religion, national origin, ancestry, sex or age.

(G) PROVIDER shall not discriminate against any patient on the basis of race, color, religion, national origin, ancestry, sex, age or ability to pay.

10. **REMEDIES.** The right of PROVIDER to receive payment from DISTRICT is contingent upon PROVIDER'S strict compliance with the provisions of the Agreement. In the event DISTRICT determines PROVIDER committed a material breach of this Agreement, DISTRICT shall give notice to

PROVIDER and PROVIDER shall have thirty (30) days from receipt of said notice for the breach to be cured. If the breach is not cured within thirty (30) days, PROVIDER shall be deemed to have forfeited its right to receive payment from DISTRICT for services performed hereunder during the time the breach remains uncured.

If DISTRICT has advanced funds to PROVIDER for a term of this Agreement that has not ended at the time of the breach of PROVIDER, PROVIDER shall pay to DISTRICT the sum of the advanced funds proportionate to the remainder of the term of this Agreement.

11. **NOTICE BY PROVIDER OF INTENTION NOT TO RENEW.** PROVIDER shall give DISTRICT notice that it does not intend to renew this Agreement for the ensuing contractual period, within ninety (90) days prior to the termination date of this Agreement.

Notices hereunder to District shall be made at the following address:

Executive Director

Grady Emergency Medical Services District
2221 W. Iowa Ave, Suite B
Chickasha, Oklahoma 73018

Telephone: (405) 222-0204

gradyemsdistrict@sbcglobal.net

City of Chickasha

Mayor: _____

City Clerk: _____

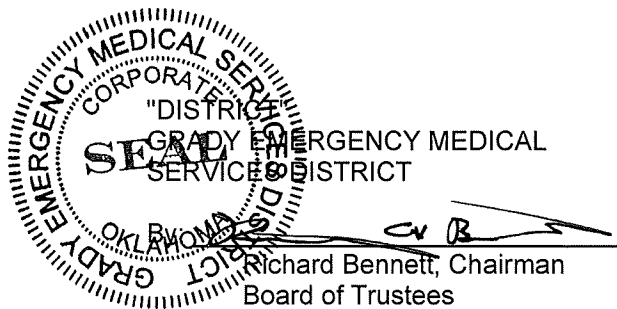
Address: 117 North 4th Street
Chickasha, OK 73018

Telephone: _____

Facsimile: _____

E-Mail: _____

IN WITNESS HEREOF, the parties do set their hands and seals on the date first above written.



ATTEST:

Chloe Berry
Chloe Berry, Executive Director
Grady EMS District

"PROVIDER"
CITY OF CHICKASHA

By: _____
Mayor
Board of Trustees

EMS Director

ATTEST:

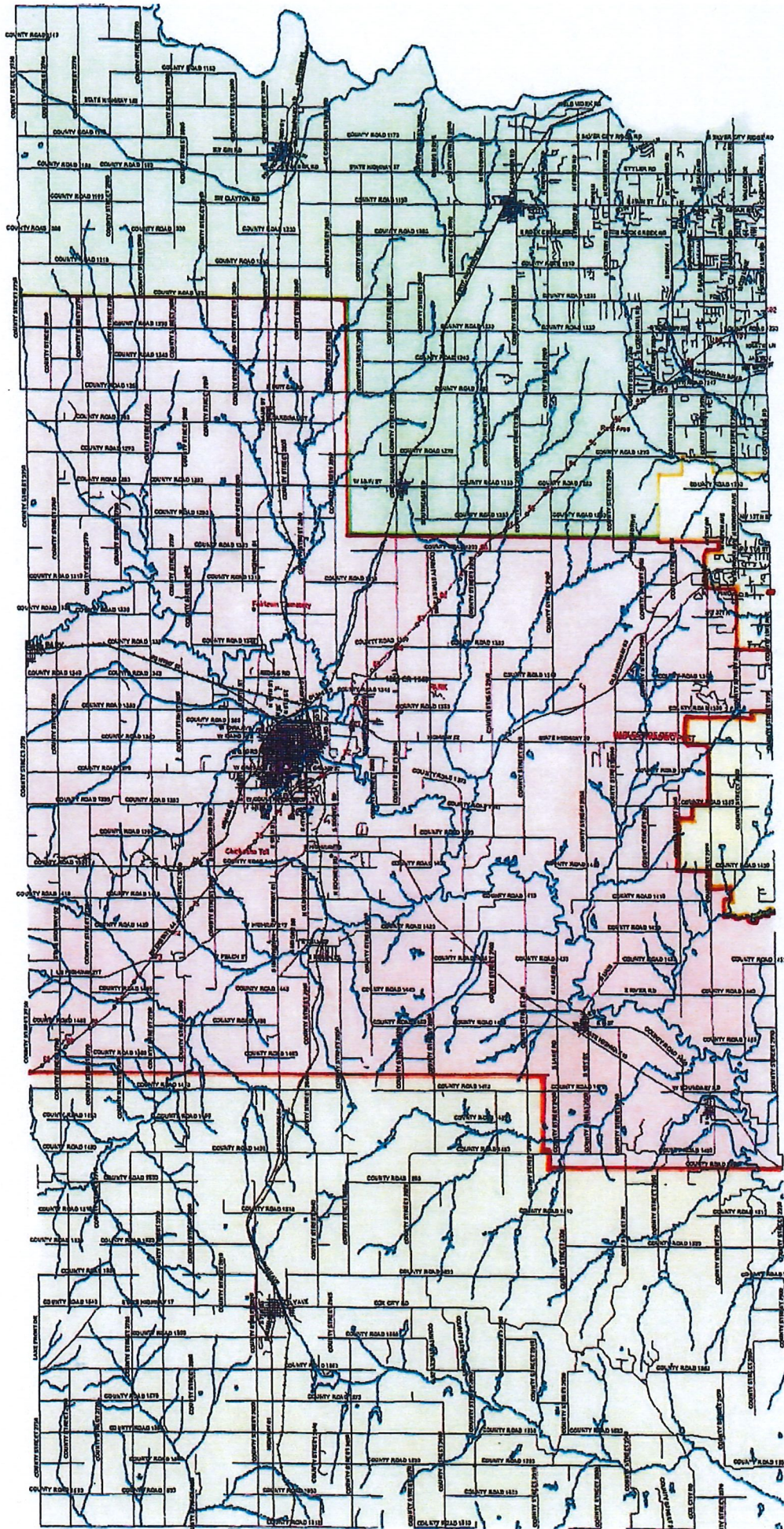
City Clerk

Approved as to form and legality this _____ day of _____, 2020.

Municipal Counselor

NOTICE TO PROVIDER:

The Grady EMS District Board of Trustees has declared its intention that if the PROVIDER has not executed a PROVIDER AGREEMENT with the DISTRICT within forty-five (45) days from JULY 1, 2020, that PROVIDER will not be paid for the period for which the Contract remains unsigned.



Northern District

*Excluded
Grady-McClain District

Central District

Southern District



City of
CHICKASHA

Meeting Type: City Council Agenda 7-20-2020

Meeting Date: 7/20/2020

Department: Fire Department

Agenda Item No. 6.d.

AGENDA ITEM: Discussion, consideration and possible action to authorize the renewal of the Grady Emergency Medical Services District Capital Outlay Allocation for 2020-2021

I. BACKGROUND/DESCRIPTION:

- The Grady Emergency Medical Services District has submitted a proposal for the City of Chickasha to renew the 2020-2021 Emergency Medical Services District Capital Outlay Agreement
- If approved, our city will receive funding to go towards the purchase of EMS capital equipment.
- This year's purchases includes replacing three cots for our ambulances

II. RECOMMENDED ACTION:

Approve the 2020-2021 Grady Emergency Medical Services District Capital Outlay Agreement and authorize the City Manager to execute documents.

III. FISCAL INFORMATION - Provides funding as needed for EMS Capital Expenditures

IV. FUND INFORMATION:

Dept. Director: Brian Zalewski, Fire Chief	Fund	Account	Amount
	(To)23-4300-055		
	FUND	ACCOUNT	AMOUNT
Meeting Date: 07/6/2020	(From)		

V. ATTACHMENTS:

1. EMS Capital Outlay 20-21

GRADY EMERGENCY MEDICAL SERVICES DISTRICT
2221 W. IOWA AVENUE, SUITE B
CHICKASHA, OKLAHOMA 73018

June 5, 2020

Brian Zalewski
City of Chickasha
1700 Harly Day Drive
Chickasha, OK 73018

RE: Emergency Medical – Capital Outlay

Dear Brian:

At the June 4, 2020 Grady EMS District board meeting, the Trustees agreed to reimburse the City of Chickasha \$70,000.00 for Emergency Medical Services - Capital Outlay. The term of offering will be July 1, 2020 through June 30, 2021.

Please follow the Districts' guidelines for Capital Outlay purchases, as previously agreed upon. If you have any questions, feel free to contact me at (405) 222-0204 or e-mail at gradyemsdistrict@sbcglobal.net.

Respectfully,



Chloe Berry
Executive Director

**CAPITAL OUTLAY
AGREEMENT
FY 2020/2021**

An AGREEMENT made this _____ day of _____, 2020, effective July 1, 2020,
between GRADY EMERGENCY MEDICAL SERVICES DISTRICT (District) and CITY OF
CHICKASHA (Provider)

RECITALS

A. Provider and District have entered into an agreement whereby Provider shall provide ambulance services within the District.

B. District, in its sole discretion, may, from time to time, upon application of Provider, provide funds to Provider to be used for Capital Outlay items.

District has agreed to provide the funds requested pursuant to the terms set forth herein.

IT IS THEREFORE AGREED:

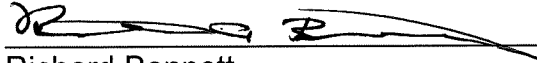
1. On approval of the District's Board of Trustees, Capital Outlay funds may be provided by the District to Provider.
2. Funds requested by Provider will not be approved by District if Provider has not, for each item Capital Outlay item, a) obtained prior purchase approval by the Board of Trustees; b) requested reimbursement; c) requested the release of funds held by the District; and, d) provided fully executed pre- and post-purchase documents (see Required Documentation) (Attachment: Capital Outlay Request form)
3. Pre- and Post-Purchase documents must be submitted to the Districts' Executive Director. May 1, 2021 shall be the last day Provider may submit Pre-Purchase documents for FY2020-2021 reimbursement.
4. Emergency Medical Equipment: If Provider ceases to provide ambulance and related services within their district, pursuant to its various contracts with the District, within seven (7) years of the date of this Agreement, Provider shall transfer possession of the emergency medical equipment, purchased pursuant to this Agreement, to the District within ten (10) days of the termination of the contracts referred to in this paragraph.
5. Emergency Medical Vehicle: If Provider ceases to provide ambulance services within the District pursuant to contract with the District for provision of such emergency services, within seven (7) years of the date of this Agreement, Provider shall transfer title and possession of the vehicle and equipment to the District within ten (10) days of the termination of the contract referred to in this paragraph.

THIS AGREEMENT EXECUTED BY THE PARTIES ON THE DATE SET FORTH.



GRADY EMS DISTRICT

CITY OF CHICKASHA

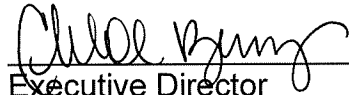


Richard Bennett
Chairman
Board of Trustees

Mayor/City Manager/Board Member

EMS Director

ATTEST:



Executive Director

ATTEST:

City Clerk

Date: June 4, 2020

Date: _____

PROVIDER CAPITAL OUTLAY

REQUIRED DOCUMENTATION

PRE-PURCHASE: (Purchase and Reimbursement request)

Submit: Capital Outlay Request form (attached).

Attach (as applicable): Bid Specs

Vendor Quote

Service Agreement Quote

City Approval Document

POST-PURCHASE: (Release Hold of Funds)

Submit: Capital Outlay Request form (attached)

Attach: Document Indicating Provider's Approval to Purchase

Final Vendor Invoice

Purchase Order

Proof of Payment

Buyboard/Vendor Contract

Copy of Title

PROCESS:

Provider submission of Capital Outlay needs for next fiscal year

Districts' Board approve Provider Fiscal Year Capital Outlay Budget

Execute Agreement between District and Provider for Capital Outlay Allocation

Provider Submit to Districts' Executive Director:

- 1) Pre-Purchase Capital Outlay Request form, with Attachments
- 2) Post-Purchase Capital Outlay Request form, with Attachments

CAPITAL OUTLAY REQUEST

TO: GRADY EMS DISTRICT BOARD OF TRUSTEES

FROM: (circle) City of Chickasha City of Tuttle Town of Rush Springs

REQUEST: (circle) PURCHASE/REIMBURSE RELEASE HOLD OF FUNDS

ITEM: _____

VENDOR: _____

DESCRIPTION:

AMOUNT REQUESTED: _____

Department Head Signature: _____

City Council Member / City Manager Signature: _____

Date: _____

ATTACHMENTS: (circle all that apply)

Bid Specs Vendor Quote Service Agreement Quote City Approval Document Final Vendor Invoice
Board Minutes Purchase Order Proof of Payment Buyboard Agreement Copy of Title

Date Received from Provider: _____

Date Submitted to Board for Consideration: _____

Grady EMS District Board: **APPROVE** **REJECT**

Board Member Signature: _____ **Date:** _____

Date Paid: _____ **Amount:** _____ **P.O. #** _____

Check # _____

Executive Director



City of
CHICKASHA

Meeting Type: City Council Agenda 7-20-2020

Meeting Date: 7/20/2020

Department: Fire Department

Agenda Item No. 6.e.

AGENDA ITEM: Discussion, consideration and possible action to renew the Emergency Medical Services billing contract with RAM Software Systems

I. BACKGROUND/DESCRIPTION:

- Staff is requesting approval to renew with RAM Software Systems for our EMS billing services.
- Staff has a good working relationship with our departmental assigned billing staff.
- Staff continues to be satisfied with their services

II. RECOMMENDED ACTION:

Authorize the Mayor to renew the EMS billing contract with RAM Software Systems

III. FISCAL INFORMATION - The renewal contract stays the same with a 6% fee for service proposal.

- Budget line item 235025302020

IV. FUND INFORMATION:

Dept. Director: Brian Zalewski, Fire Chief	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: 07/6/2020	(From) 23-502-5302-020		

V. ATTACHMENTS:

1. RAM Billing Service Contract-07-2020



RAM SOFTWARE SERVICES, INC. BILLING SERVICES AGREEMENT

THIS BILLING SERVICES AGREEMENT (this "**Agreement**"), dated July 1, 2020, is by and between RAM SOFTWARE SERVICES, INC. ("**RAM**"), a Pennsylvania corporation with offices at 892 New Castle Road, Slippery Rock, PA 16057, and the CITY OF CHICKASHA ("**Client**"), with offices at 117 N. 4th Street, Chickasha, OK 73018; with reference to the following background:

A. RAM provides limited billing and accounts management services for the emergency medical transportation industry, as more fully set forth on Exhibit A (the "**Services**"), attached to and made a part of this Agreement.

B. Pursuant to the terms and conditions of this Agreement, Client desires to obtain, and RAM desires to provide, the Services.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Services. In consideration of the payments pursuant to Section 2 of this Agreement, RAM agrees to provide the Services to or on behalf of Client, in accordance with the terms and conditions of this Agreement. Client will utilize the Services during the term of this Agreement and will not perform its own billing and accounts receivable services nor obtain such services from any other vendor.

2. Compensation.

2.1 In consideration of the Services, Client agrees to pay RAM the following fees, plus RAM's reasonable out-of-pocket expenses incurred in the course of providing the Services, i.e. travel expenses, consulting fees, training fees etc.:

(a) Start Up Fee: Client will pay RAM **\$0.00** as a one-time, non-refundable set up fee, due and payable as of the date of this Agreement.

(b) Processing Charge: Client will pay to RAM the amount of **Six (6%) percent** of amounts deposited and applied to patient accounts, for the

processing of each Client trip sheet. RAM will maintain a record of the collection process for Client as submitted. Processing charges will be invoiced by RAM on a monthly basis.

2.2 Client agrees to pay RAM upon RAM's standard time and materials basis for any additional services, requested by Client, and performed by RAM, that are not included within the scope of Services, unless otherwise agreed upon by the parties in writing prior to RAM's commencement of such additional services. RAM's current standard time and materials rate is \$150.00 per hour.

2.3 Amounts due under this Agreement are due and payable not later than thirty (30) days following the date of RAM's invoice. All amounts unpaid for more than thirty (30) days following the date of invoice will be subject to an interest charge at a monthly rate of the lesser of the maximum amount allowable by the law of the state in which Client is located or one and one-half percent (1.5%).

2.4 All fees pursuant to this Agreement are exclusive of any applicable taxes and tariffs, and

Client will be solely responsible for, all applicable sales, use, property and any other federal, state or local taxes whatsoever relating to any goods and services provided under this Agreement (other than those directly imposed on RAM's income). In the event RAM determines that it is required to withhold, report or pay any such taxes, RAM will invoice Client for, and Client will pay soon after the software and service is rendered, all such amounts in addition to the amounts otherwise due under this Agreement.

3. Client's Responsibilities. During the term of this Agreement, Client will be responsible for performing those activities and duties set forth on Exhibit B, attached to and made a part of this Agreement.

4. Term and Termination.

4.1 The term of this Agreement will be one (1) year, commencing as of the date first set forth above.

4.2 Either party may terminate this Agreement by providing the other party written notice at least ninety (90) days prior to the end of the then current term.

4.3 Subject to Section 5, either party may terminate this Agreement upon thirty (30) days notice in the event the other party is in material breach of this Agreement and fails to cure such breach within such thirty (30) day period.

4.4 In the event this Agreement is terminated pursuant to Sections 4.2, 5.3, 5.4, 5.5 or 5.8, Client shall decide if RAM will continue to perform the Services following the effective date of termination for all open accounts following the normal collection schedules and in consideration of the same compensation. In the event this Agreement is terminated pursuant to any other provision of this Agreement, RAM will have no continuing obligation to perform any Services following the effective date of termination of this Agreement. Client will

continue to pay to RAM all amounts due RAM for claims processed by RAM pursuant to this Agreement.

5. Events of Default. Each of the following will be an "Event of Default" under this Agreement entitling the non-defaulting party to terminate this Agreement upon ten (10) days prior written notice to the defaulting party, provided the defaulting party does not cure such default to the non-defaulting party's reasonable satisfaction within such ten (10) day period:

5.1 If Client fails to timely make all payments due RAM hereunder, Client will be put on probation after 45 days and if not paid within 90 days Client service will be suspended;

5.2 If Client fails to take reasonable action upon notification by RAM of a potential violation of applicable laws, rules or regulations;

5.3 If Client repeatedly fails to respond to RAM's requests for information required to perform Services;

5.4 If Client fails to report payments made directly to Client;

5.5 If Client revokes or otherwise rescinds the applicable carrier or insurer source code required by RAM to perform Services or causes such source code to be revoked or otherwise rescinded;

5.6 If either party fails to maintain its required licenses, permits or certifications necessary to do business;

5.7 If either party is excluded from any Medicare or Medicaid programs or is convicted of a criminal offense related to any federal or state health care program;

5.8 If either party (i) admits in writing its inability to pay its debts generally as they become due, or (ii) files a petition to be adjudicated a voluntary bankrupt in bankruptcy

or a similar petition under any insolvency act, or (iii) makes an assignment for the benefit of its creditors, or (iv) consents to the appointment of a receiver of itself or of the whole or any substantial part of its property; or

5.9 If any of the representations and warranties of either party as set forth in this Agreement is false or misleading in any material respect.

5.10 Notwithstanding any other provisions of this Agreement to the contrary, RAM may, in its sole discretion, temporarily suspend its obligations under this Agreement and the performance of the Services upon an Event of Default by Client until such time as Client cures the default. However, nothing in this Section will be construed to prohibit RAM from terminating this Agreement as otherwise permitted under this Agreement at its option, and suspension of RAM's obligations as permitted herein on one or more occasions will not thereafter preclude RAM from terminating this Agreement on a subsequent Event of Default by Client.

6. Method of Performing Services; Independent Contractor. RAM will have the right to determine the method, details, and means of performing the Services. Client will, however, be entitled to exercise general power of supervision and control over the results of work performed by RAM to assure satisfactory performance, including the right to inspect, the right to stop work, the right to make suggestions or recommendations as to the details of the work, and the right to propose modifications to the work. It is acknowledged and agreed that RAM is an independent contractor, and RAM's employees will not be considered the employees of Client and Client's employees will not be considered the employees of RAM, within the meaning or the application of any federal, state or local laws, rules or regulations, including, but not limited to, laws, rules or regulations covering unemployment insurance, social security benefits, workers' compensation

insurance, industrial accidents, labor or taxes of any kind.

7. Warranties.

7.1 Client represents, warrants and covenants that as long as in business during the term of this Agreement: (1) Client will possess and maintain all required licenses, certifications and permits necessary to do business; (2) Client will possess and maintain a valid Medicare and Medical Assistance provider number(s); (3) Client will remain in good standing with all state and federal agencies, and Client is not currently the subject of any investigations or actions by any such agency; (4) Client is not and will not be excluded or subject to exclusion from any state and/or federal health care program; and (5) Client will at all times comply with all applicable state and federal laws and regulations pertaining to billing for its services.

7.2 RAM represents, warrants and covenants that at all times during the term of this Agreement: (1) it is not the subject of any actions or investigations pertaining to its participation in any state or federal health care program, (2) it is not excluded or subject to exclusion from any state or federal health care program, and (3) it is in good standing with all state and federal agencies pertaining to the services it provides.

8. Confidentiality. Throughout the term of this Agreement and for a period of five (5) years from the effective expiration or termination date of this Agreement, each party will use reasonable efforts to prevent the disclosure to any person, firm or corporation (other than its own personnel and any contractors, advisors, representatives or consultants who are bound to maintain information in confidence) of any nonpublic and confidential information received from the other party that is marked confidential or the like. For purposes of this Section 8, a party will be deemed to have used "reasonable efforts" if it uses the same degree of care to avoid disclosure of such information as it

employs with respect to its own proprietary information of like importance, but in no event less than the standard of care a reasonably prudent person would take to protect such information. For purposes of this Agreement, confidential information will not include any information that: (a) at the time of disclosure is generally known to the public; (b) after such disclosure, becomes known to the public through no violation of this Agreement; (c) as shown by written records, was in the possession of the receiving party prior to such disclosure by the disclosing party; or (d) after such disclosure as contemplated by this Agreement, is disclosed to the receiving party by a third party that is not under an obligation to maintain the confidentiality of the information. This agreement is subject to the Oklahoma Open Records Act, 25 O.S. Section 24A.1 *et seq.*, any information or documentation that is an open record under the Act shall not be deemed confidential under the terms of this section.

9. LIMITATION OF LIABILITY, ETC.

9.1 RAM'S MAXIMUM LIABILITY FOR DAMAGES FOR ANY CAUSE WHATSOEVER ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE MANNER IN WHICH CLAIMED OR THE FORM OF ACTION ALLEGED, IS LIMITED TO THE AMOUNTS PAID TO RAM BY CLIENT UNDER THE TERMS OF THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE OCCURRENCE OF THE FIRST EVENT GIVING RISE TO SUCH LIABILITY. RAM'S WARRANTIES SET FORTH HEREIN SHALL BE IN LIEU OF ALL OTHERS, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXCLUDED. IN NO EVENT SHALL RAM BE LIABLE FOR LOSS OF PROFITS OR FOR INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT,

REGARDLESS OF WHETHER THE POSSIBILITY OF SUCH DAMAGES HAS BEEN COMMUNICATED TO RAM AND REGARDLESS OF WHETHER RAM HAS OR GAINS KNOWLEDGE OF THE EXISTENCE OF SUCH DAMAGES.

9.2 In the event of any breach of warranty provided herein, Client's exclusive remedy, and RAM's entire liability, will be the reperformance of such defective Services, or if incapable of cure, the termination of this Agreement.

10. GENERAL TERMS.

10.1 Regulatory Changes. The parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and will be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, will be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms. In the event that any laws or regulations would make such amendment impossible or futile and render

performance by either party illegal or impossible for any reason, either party may terminate the Agreement as of the effective date of such laws or regulations.

10.2 Non-Solicitation. During the term of this Agreement and for a period of one (1) year thereafter, neither party will solicit the employment of any of the other party's employees or former employees who are then currently or have previously been materially involved in the performance of Services under this Agreement, unless otherwise mutually agreed in writing. This provision will not apply or restrict in any way either party's solicitation of employees by means of general advertising, including without limitation, through media, trade publications or other general circulation resources.

10.3 Governing Law. This Agreement, its administration and performance, and the rights, obligations, liabilities, and responsibilities of the parties hereto, will be governed and interpreted in accordance with the laws of the State of Oklahoma, without reference to the conflicts of laws principles of that or any other jurisdiction.

10.4 Notices. All notices required to be sent hereunder will be in writing and will be deemed to have been given when mailed by first class mail, postage prepaid, certified or registered, return receipt requested, or by nationally recognized overnight courier, to the parties at the addresses first set forth below, or at such other address as the applicable party may designate in writing.

10.5 Conflict. In the event of conflict between the terms and conditions of this Agreement and the terms and conditions of the Client, whether issued prior or subsequent to the date of this Agreement, and regardless of any statement to any other effect in any such purchase order, the terms and conditions of this Agreement will control, and RAM objects to any additional terms or conditions that may be included.

10.6 Relationship Between Parties. In all matters relating to this Agreement, Client and RAM will act as independent contractors. The relationship between RAM and Client is that of licensor/Client. Neither party will represent that it has any authority to assume or create any obligation, express or implied on behalf of the other party, nor to represent the other party as agent, employee, franchisee or in any other capacity.

10.7 Force Majeure. Neither party will be liable to the other for failure or delay in the performance of a required obligation if such failure or delay is caused by war, terrorism, Act of God, strike, riot, fire, flood, natural disaster or other similar cause beyond such party's reasonable control; provided, however, that such party gives prompt written notice of such condition and resumes its performance as soon as possible; and provided further, that the other party may terminate this Agreement if such condition continues for a period of one hundred eighty (180) days.

10.8 Parties Bound; Assignment. This Agreement will become effective only upon the mutual execution of this Agreement by authorized representatives of each party. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns.

10.9 Waiver. The waiver by either party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach. No act, delay or omission on the part of either party will be deemed a waiver unless expressly made in writing.

10.10 Entire Agreement; Amendment. This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each

party, and no other act, document, usage or custom will be deemed to amend or modify this Agreement.

10.11 Severability. The provisions of this Agreement are severable and if any one or more of the provisions hereof are judicially determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions of this Agreement will nevertheless

be binding upon and enforceable by and between the parties hereto.

10.12 Headings. The headings in this Agreement are for purposes of convenience only and will not limit or otherwise affect the terms or provisions hereof.

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the date first set forth above.

RAM:
RAM SOFTWARE SERVICES, INC.

Signature: 

Print Name: Dan Corey

Title: Director of Sales

Date: 07/01/2020

CLIENT:
CITY OF CHICKASHA

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

RAM Services

- A. General Services: RAM will provide comprehensive account receivable billing that will include management of accounts and records and the generation of reports in connection with Client's performance of its services.
- B. Online Software Application: **RAM will provide Client with access to the AIM System's Online Billing & Accounts Receivable Modules (Read-Access Only). Client will also receive FULL access to use the NEMESIS Gold Electronic Patient Care Reporting (if applicable), Subscription/Membership, Crew/Personnel Tracking and Privacy Tracking Modules. In addition, the program will include a File Attachment Module for the purpose of attaching scanned files to the records.**
- C. Consultation Services: RAM will initially and thereafter once annually provide assistance and recommendations to Client upon request on matters pertaining to the retrieval of field information and operational policies employed to assure compliance with federal and state reimbursement laws, regulations and guidelines.
- D. Compliance with Law: It is RAM's intent to comply with all federal and state standards regarding the billing of medical services and to prevent fraud and abuse and submission of false claims. Further, RAM is committed to enhancing compliance with law by Client. Accordingly, Client will comply with recommendations of RAM regarding the proper classification of various transports provided by Client and billing services rendered by RAM. In the event that the regulation or guidance is unclear as to proper billing in a given situation or if there is a disagreement between RAM and Client concerning the proper classification and billing of services, if a review process is available, Client will submit the issue to review by the applicable governmental payor or other third party payor within thirty (30) days of the unclear situation or disagreement and the parties will be bound by the decision of the payor. For non-governmental payors, if no such review process is available, RAM will follow Client's instructions, and Client will hold RAM harmless from any loss or liability arising from following Client's instructions on such disputed items. With respect to governmental payors, if Client fails to submit the issue for review, or if Client fails to abide by the decision of the payor, RAM may terminate this Agreement in accordance with Section 5. Further, RAM will refuse to bill for services inappropriately or insufficiently documented or in the event of evidence of other misconduct, including but not limited to, evidence of overpayments and failure to repay. In the event evidence of any such misconduct continues, RAM may terminate this Agreement as above provided.
- E. No minimum monthly charge: No minimum monthly charge will be applied for service regardless of whether the service is used during the month. Payment for each monthly invoice is due when received by the Client and is considered delinquent 30 days following invoicing. RAM shall not issue invoices prior to monies being received by Client. RAM reserves the right to not process transactions for the Client if an invoice is delinquent and remains unpaid.
- F. Account Management: All accounts will be processed in accordance with the processing standards as established by RAM, and as identified in Paragraph G below. As and when applicable, RAM will comply with and to submit bills on behalf of Client in accordance with the

requirements of and standards for Electronic Transactions set forth at 45 C.F.R. Part 162. RAM will be granted the right to compromise accounts and enter into installment arrangements to settle accounts according to Client's instructions.

- G. Processing Standards: RAM will manage all accounts in accordance with the following standards:
- (1) Pre-Verification of Trip Reports: Review all submitted trip reports for accuracy and completeness. Review all submitted trip reports for appropriate payment categorization and payment eligibility.
 - (2) Data Entry: Enter all patient and trip information into computerized database.
 - (3) Billing: Perform computerized billing and when available electronic submission of all Medicare, Medicaid, Blue Cross, Commercial, Contracted and Private pay accounts.
 - (4) Dunning: Perform three (3) computerized dunning of all open accounts. A monthly report illustrating accounts requiring collection action will be forwarded to a collection agency according to Client's instructions.
 - (5) Utilization Review: Review and resubmit all rejected Medicare, Medicaid, and other insurance claims, when appropriate.
- H. Posting and Deposits: All payments received from client on accounts will be immediately posted within three (3) working days. The entire amount received will be deposited, in accordance with this Agreement into a depository account maintained by Client. RAM will make information about, and proof of, posting to appropriate patient accounts, and deposits, available to Client.
- I. Records Management: All records will be considered the sole property of Client. RAM, however, will retain the right to maintain such records, i.e., trip reports, PCS, invoices, correspondence and payment records, for as long as the account remains open and active.
- Accounts that are closed due to payment, exhaustion of internal process or collections placement will be returned to Client, on a regular basis.
- J. Reports: RAM will render monthly reports, in written form, that will consist of Aged Accounts Receivable, Cash Receipts, Trip Log by Date Range, Incomplete Bill Report, and Splits Reports, when applicable, by no later than the 10th business day of the following month provided that RAM has received all necessary Trip Reports and payments for the month from the Client.
- K. Service Complaints: RAM will notify Client immediately, in writing, of any service complaints and will suspend the processing and collection of any account on which a service complaint is received, until such time that Client reviews the complaint and renders a decision on how the account should be handled. In the event that Client does not render a decision within thirty (30) days, the account will be closed and returned to Client.

L. Protection of Health Information.

- (1) If, and to the extent, and so long as required by law and not otherwise, RAM does hereby assure Client that RAM will appropriately safeguard Protected Health Information, as such term is defined in 45 C.F.R. 164.500, 164.502 ("**PHI**") made available to or obtained by RAM under the terms of this Agreement. In implementation of such assurance and without limiting the obligations of RAM otherwise set forth in this Agreement or imposed by applicable law, RAM hereby agrees to comply with applicable requirements of law relating to PHI and with respect to any task or other activity RAM performs on behalf of Client, to the extent Client would be required to comply with such requirements.
- (2) To amplify and not limit the foregoing, RAM agrees that RAM will:
 - Not use or further disclose protected health information other than as permitted or required by this Agreement,
 - Not use or further disclose the information in a manner that would violate the requirements of applicable law, if done by Client;
 - Use appropriate safeguards to prevent use or disclosure of such information other than as provided for by this Agreement;
 - Report to Client any use or disclosure of such information not provided for by this Agreement of which RAM becomes aware;
 - Report to Client any disclosure of information for which an accounting must be made to an individual pursuant to applicable law;
 - Ensure that any subcontractors or agents to whom RAM provides PHI received from Client agree to the same restrictions and conditions that apply to RAM with respect to such information;
 - Make available PHI in accordance with applicable law;
 - Make RAM's internal practices, books, and records relating to the use and disclosure of PHI received from Client available to the Secretary of Health and Human Services for purposes of determining Client's compliance with applicable law in all events notifying Client of any such request or inquiry;
 - At termination of this Agreement, if feasible, return or destroy all PHI received from Client that RAM still maintains in any form and retain no copies of such information or if such return or destruction is not feasible, extend the protections of this Agreement to the information not returned or destroyed; and
 - Incorporate any amendments or corrections to PHI when notified pursuant to applicable law.

M. Security:

- (1) RAM acknowledges that Client has or may in the future undertake certain administrative, physical, and technical measures, and adopt policies and practices in support thereof (hereinafter "**Security Measures**") that are intended to protect the integrity and confidentiality of PHI used or disclosed by Client. If, and to the extent, and as long as such Security Measures are required by law or regulation, following notice of the adoption and implementation of such Security Measures by Client, RAM agrees that RAM will implement comparable Security Measures and consistently apply such Security Measures in any use or redisclosure of PHI. Further, RAM will require subsequent Business Associates (as such term is defined in 45 C.F.R. 164.504(e)) of RAM's if any, to seek assurances from such Business Associates of the use and efficacy of the Security Measures.
- (2) Further, the parties understand that this Agreement may require amendment from time to time, if, and to the extent required by the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") and regulations promulgated thereunder, in order to assure that this Agreement is consistent therewith. The parties agree to use best efforts to negotiate in good faith within forty-five (45) days of determining that an amendment is necessary to agree upon changes to the Agreement so that it will be in compliance with law and also to avoid a commercially unreasonable outcome for one party. If the parties are unable to agree upon such changes, then either party may terminate this Agreement upon thirty (30) days written notice to the other and this Agreement will terminate on the same grounds as if it had reached the end of its final term.

N. Data Retention: Upon termination of service a former customer's data is archived into a separate archive and retained for 1 year on external and optical disks. This archive uses the same level of security as current customers but, with a completely different password.

O. In accordance with the provisions of Section 5 of this Agreement, Client may, as its sole remedy and at its option, terminate this Agreement without penalty or recourse if RAM has breached a material term of Paragraphs J or K of this Exhibit A if and when and to the extent that the compliance with Paragraphs L or M hereof are required by law.

P. **Notwithstanding anything in this Agreement or any understanding of the parties to the contrary, RAM will not be responsible for the following:**

- (1) Negotiating any checks made payable to Client, though RAM may receive funds as an agent of Client for transmittal to Client or for deposit on account of Client;
- (2) Accepting reassignment of any benefits payable to Client;
- (3) Providing legal advice or legal services to Client, any of Client's patients or payors, or anyone acting on Client's behalf;
- (4) Providing collection agency services or filing or pursuing legal actions for payments due to Client, although RAM may forward collection accounts to a collection agent of Client's choosing at Client's expense;

- (5) Monitoring the actuarial soundness of Client's membership or subscription program; or
- (6) Invoicing for Client's non-ambulance medical transportation services, including but not limited to wheelchair van, invalid coach services, litter vans and stretcher cars, unless specific arrangements are made otherwise.



EXHIBIT B

Client Responsibilities

- A. Pre-Verification: Client will be responsible to audit and verify all field paper work for numbers, accuracy and legibility, prior to submission to RAM. Client solely is responsible for the validity of billing information and data submitted to RAM. Client will comply with reasonable recommendations of RAM, if any, to improve the accuracy, reliability, timeliness and validity of the documentation.
- B. Members: Client will be responsible to identify on all trip reports individuals who are subscribers or members of Client's organization or granted the same status (i.e. mutual aid). Client will also file with RAM information relative to the benefits and collection policies inherent to Client's membership program.
- C. Customary Fee Schedule: Client will provide RAM the most current customary fee schedule utilized by Client and will give at least fifteen (15) days advance written notice of any changes thereto. Client's fees will be determined solely by Client.
- D. Contracted Accounts: Client will file with RAM a list of all charges, billing and invoicing information pertaining to any contracted accounts of Client and will notify RAM, in writing, of any changes thereto immediately.
- E. Trip Reports: Providing RAM exclusively with complete trip reports on a regular and timely basis as scheduled by RAM, including the following information:
 - (1) Patient's name, address and telephone number;
 - (2) Billing authorization signature in accordance with Medicare guidelines;
 - (3) Physician Certification Statement or other physician order where required by law for non emergency trips;
 - (4) A description of treatment provided;
 - (5) Information whether patient is a member/subscriber to Client's membership or subscription program;
 - (6) All necessary and available insurance information;
 - (7) Reason for patient transport (including medical necessity);
 - (8) Call Intake Sheet;
 - (9) Information regarding points of origin and destination;
 - (10) Actual odometer readings and number of total loaded miles; and
 - (11) Other information, as may be reasonably required by RAM including responsible party information.

- F. Billing Policies: Supply RAM with Client policies for billing and any agreements or subscription/membership program materials which may impact on RAM's billing for Client's services.
- G. Service License: Supply to RAM a current copy of its ambulance service license, certification or permit to do business, 501(c)(3) designation, state sales tax exemption certificate;
- H. Payments: Report to RAM all payments made directly to Client for ambulance services rendered by Client.
- I. Provide Information: Obtain all information reasonably required by RAM to justify the services being reported and/or billed by RAM on Client's behalf.
- J. Documentation delivery process:
- Client can scan/attach PDF **copies** of the trip sheets Hospital face sheets, PCN's, insurance cards etc. directly into the AIM Online program. These can also be faxed into our offices as an acceptable alternative.
 - Deposits: A copy of the deposit slip and checks copies comprising said deposit, along with any Explanation of Benefits (EOB) can be sent to RAM or a local PO Box can be set up for checks to come directly into our offices and scanned directly to Clients bank account.
 - Standard reports and Client invoice (for billing services) will be e-mailed monthly in a PDF format.

EXHIBIT C
RAM Software Systems Inc. Business Associate Agreement (BAA)

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (this “Agreement”) is entered into between you the Covered Entity and RAM Software Systems Inc. (“RAM”) (“Business Associate”) with an Effective Date set forth on the signature page hereof. This Agreement sets out the responsibilities and obligations of Business Associate as a business associate of Covered Entity under the Health Insurance Portability and Accountability Act (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”).

RECITALS:

- A. Business Associate provides software and services (“Services”) to Covered Entity for the purpose of conducting electronic business with other companies including health care payers and clearinghouses.
- B. Covered Entity may make available and/or transfer to Business Associate Protected Health Information (“PHI”) of Individuals in conjunction with Services, which Business Associate will Use or Disclose only in accordance with this Agreement.

AGREEMENT:

Business Associate and Covered Entity agree to the terms and conditions of this Agreement in order to comply with the rules on handling of Protected Health Information (“PHI”) under the HIPAA Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subpart E (“Privacy Standards”), the HIPAA Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C (“Security Standards”), and the HIPAA Breach Notification Regulations, 45 C.F.R. Part 164, Subpart D (“Breach Notification Regulations”), all as amended from time to time.

1. DEFINITIONS

- a. Terms Defined in Regulation:** Unless otherwise provided, all capitalized terms in this Agreement will have the same meaning as provided under the Privacy Standards, the Security Standards and the Breach Notification Regulations.
- b. Protected Health Information or PHI:** Protected Health Information or PHI, as defined by the Privacy Standards, for this Agreement means PHI that is received or created on behalf of Covered Entity by Business Associate.

2. USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- a. Performance of Services:** Business Associate will Use or Disclose PHI only for those purposes necessary to perform Services, or as otherwise expressly permitted in this Agreement or required by law, and will not further Use or Disclose such PHI.
- b. Subcontractor or Agent Performance of Services:** Business Associate agrees that anytime it provides PHI to a subcontractor or agent to perform Services for Covered Entity, Business Associate first will enter into a contract or confidentiality agreement with such subcontractor or agent that contains the same terms, conditions, and restrictions on the Use and Disclosure of PHI as contained in this Agreement.
- c. Business Associate Management, Administration and Legal Responsibilities:** Business Associate may Use or Disclose PHI for Business Associate’s management and administration, or to carry out Business Associate’s legal responsibilities. Business Associate may Disclose PHI received from Covered Entity to a third party for such purposes only if: (i) the Disclosure is required by law; or (ii) Business Associate secures written assurance from the receiving party that the receiving party will:
- hold the PHI confidentially;
 - Use or Disclose the PHI only as required by law or for the purposes for which it was Disclosed to the recipient; and
 - notify the Business Associate of any other Use or Disclosure of PHI.
- d. Data Aggregation:** Business Associate may Use PHI to perform data aggregation services as permitted by 45 CFR §164.504(e)(2)(i)(B).

3. SAFEGUARDS FOR PROTECTED HEALTH INFORMATION

- a. Adequate Safeguards:** Business Associate will implement and maintain appropriate safeguards to prevent any Use or Disclosure of PHI for purposes other than those permitted by this Agreement, including administrative, physical and technical safeguards to protect the confidentiality, integrity, and availability of any electronic protected health information (“ePHI”), if any, that Business Associate creates, receives, maintains, and transmits on behalf of Covered Entity.
- b. Compliance with HIPAA Security Standards:** Business Associate will comply with 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316, as of the date by which

Business Associate is required to comply with such regulations.

4. REPORTS OF IMPROPER USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION, SECURITY INCIDENTS AND BREACHES

- a. Use or Disclosure Not Permitted by This Agreement:** Business Associate will report in writing to Covered Entity any Use or Disclosure of PHI for purposes other than those permitted by this Agreement within 10 business days of Business Associate's learning of such Use or Disclosure.
- b. Security Incidents:** Business Associate will report to Covered Entity any successful Security Incident of which Business Associate becomes aware within 10 business days of Business Associate learning of such Security Incident.
- c. Breaches of Unsecured PHI:** Business Associate will report in writing to Covered Entity any Breach of Unsecured Protected Health Information, as defined in the Breach Notification Regulations, within 10 business days of the date Business Associate learns of the incident giving rise to the Breach. Business Associate will provide such information to Covered Entity as required in the Breach Notification Regulations.

5. COVERED ENTITY ACCESS TO PROTECTED HEALTH INFORMATION

Upon request, Business Associate will make available to Covered Entity PHI maintained in a Designated Record Set in Business Associate's possession so that Covered Entity can respond to individual requests for access to PHI.

6. AMENDMENT OF PROTECTED HEALTH INFORMATION

Within 10 business days of receiving a request from Covered Entity to amend an Individual's PHI, Business Associate will incorporate such amendment into the PHI held by Business Associate.

7. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- a. Disclosure Records:** Business Associate will keep a record of any Disclosure of PHI that Business Associate makes to its agents, subcontractors or other third parties, if Covered Entity is required to provide an accounting to Individuals of such Disclosures under 45 C.F.R. § 164.528. Business Associate will maintain its record of such Disclosures for six years from the termination of this Agreement.
- b. Data Regarding Disclosures:** For each Disclosure for which it is required to keep a record under paragraph 7(a), Business Associate will record and maintain the following

information: (i) the date of Disclosure; (ii) the name of the entity or person who received the PHI and the address of such entity or person, if known; (iii) a description of the PHI Disclosed; and (iv) a brief statement of the purpose of the Disclosure.

- c. Provision to Covered Entity:** Within 10 business days of receiving a notice from Covered Entity, Business Associate will provide to Covered Entity its Disclosure records.

8. ACCESS TO BOOKS AND RECORDS

Business Associate will make its internal practices, books and records on the Use and Disclosure of PHI available to the Secretary of the Department of Health and Human Services to the extent required for determining compliance with the Privacy Standards, Security Standards, or Breach Notification Regulations. Notwithstanding this provision, no attorney-client, accountant-client or other legal privilege will be deemed waived by Business Associate or Covered Entity as a result of this Section.

9. TERMINATION

- a.** Covered Entity may terminate this Agreement upon written notice to Business Associate if Covered Entity determines that the Business Associate or its subcontractors or agents has breached a material term of this Agreement. Covered Entity will provide Business Associate with written notice of the breach of this Agreement and afford Business Associate the opportunity to cure the breach within 30 days of the date of such notice. If Business Associate or its subcontractors or agents fail to timely cure the breach, Covered Entity may terminate this Agreement.
- b.** Either party may terminate this Agreement without cause by providing 60 days written notice to the other party.

10. DESTRUCTION OF PROTECTED HEALTH INFORMATION

- a. Return of PHI Is Infeasible.** It is not feasible for Business Associate to return PHI received from, or created or received by Business Associate on behalf of Covered Entity. Therefore, except as stated in subsection (b), below, within 90 days of termination of this Agreement, Business Associate will destroy all PHI received from, or created or received by Business Associate on behalf of Covered Entity that Business Associate maintains in any form or format and retain no copies of the PHI. This Agreement constitutes Covered Entity's written consent for Business Associate to destroy all such PHI.
- b. Retention of PHI if Destruction Is Infeasible.** If Business Associate believes that destroying PHI at the termination of this Agreement is infeasible, it will keep the PHI but will extend all protections of this Agreement to Business Associate's Use or Disclosure of PHI retained after termination of this Agreement and will limit further Uses

or Disclosures to those purposes that make the destruction of the PHI infeasible.

- c. **Survival.** This Section survive termination of this Agreement.

11. COMPLIANCE WITH HITECH ACT AND REGULATIONS

Business associate will comply with the requirements of Title XII, Subtitle D of the Health Information Technology for Economic and Clinical Health (HITECH) Act, codified at 42 U.S.C. §§ 17921-17954, which are applicable to Business Associate, and will comply with all regulations issued by the Department of Health and Human Services (HHS) to implement these referenced statutes, as of the date by which Business Associate is required to comply with such referenced statutes and HHS regulations.

12. MISCELLANEOUS

- a. **COMPLIANCE WITH LAWS:** The parties are required to comply with federal and state laws. If this Agreement must be amended to secure such compliance, the parties will meet in good faith to agree upon such amendments. If the parties cannot agree upon such amendments, then either party may terminate this Agreement upon 30 days' written notice to the other party.
- b. **CONSTRUCTION OF TERMS:** The terms of this Agreement will be construed in light of any applicable interpretation or guidance on the Privacy Standards, Security Standards or Breach Notification Regulations issued by the Department of Health and Human Services.
- c. **NO THIRD-PARTY BENEFICIARIES:** Nothing in this Agreement will confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

- d. **NOTICES:** All notices required under the Agreement will be given in writing and will be delivered through: (i) secure electronic messaging system with capability of confirming receipt, (ii) by personal service, (iii) by first class mail, or (iv) by messenger or courier. Notices given through a secure electronic messaging system will be deemed given on the date the Covered Entity receives the electronic message. Notices given by mail will be deemed for all purposes to have been given forty-eight hours after deposit with the United States Postal Service. Notices delivered by personal service or messenger courier will be deemed to have been given upon actual delivery.

- e. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties with regard to the Privacy Standards, Security Standards and Breach Notification Regulations, there are no understandings or agreements relating to this Agreement that are not fully expressed in this Agreement and no change, waiver or discharge of obligations arising under this Agreement will be valid unless in writing and executed by the party against whom such change, waiver or discharge is sought to be enforced.

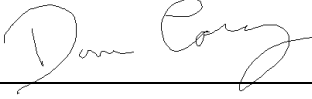
- f. **COUNTERPARTS AND SIGNATURE:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and when taken together shall constitute one agreement. Facsimile and electronic signatures shall be deemed to be original signatures for all purposes of this Agreement.

- g. **CHOICE OF LAW:** The validity, construction and effect of this Agreement will be governed by the laws of the State of Oklahoma, without giving effect to that state's conflict of laws rules. Any Dispute will be resolved in a forum located in the State of Oklahoma.

13. Acceptance and Signatures

BUSINESS ASSOCIATE

Company Name: RAM Software Systems, Inc.

By: 

Print Name: Dan Corey

Title: Director of Sales

Effective Date: 07/01/2020

Contacts for Notices under this Agreement:

Print Name: Michelle Corey

Title: Director of Operations

Address: 892 New Castle Road

Slippery Rock, PA 16057

Phone: 724-794-1222

Fax: 724-794-1633

COVERED ENTITY

Company Name: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Contacts for Notices under this Agreement:

Print Name: _____

Title: _____

Address: _____

Phone: _____

Fax: _____



City of
CHICKASHA

Meeting Type: City Council Agenda 7-20-2020

Meeting Date: 7/20/2020

Department: Fire Department

Agenda Item No. 6.f.

AGENDA ITEM: Discussion, consideration and possible action to approve the renewal of the Zoll AEV portable ventilator loan agreement for FY 2020-2021.

I. BACKGROUND/DESCRIPTION:

- On October 15, 2018, the council approved a yearly rental agreement with Grady EMS District for three portable ventilators.
- The agreement is up for renewal for the 2020-2021 year.
- There is no financial consideration associated with this agreement.

II. RECOMMENDED ACTION:

Approve renewal of the Zoll AEV Portable Ventilator agreement.

III. FISCAL INFORMATION -

IV. FUND INFORMATION:

Dept. Director: NAME, TITLE	Fund	Account	Amount
	(To)		
	FUND	ACCOUNT	AMOUNT
Meeting Date: July 20, 2020	(From)		

V. ATTACHMENTS:

1. EMS Provider Agreement-Venitlators

GRADY EMERGENCY MEDICAL SERVICES DISTRICT

2221 W. IOWA AVENUE, SUITE B
CHICKASHA, OKLAHOMA 73018
TELEPHONE: (405) 222-0204

June 5, 2020

Brian Zalewski
City of Chickasha
1700 Harly Day Drive
Chickasha, OK 73018

RE:

EMS Provider Agreement
Provider Capital Outlay
Zoll AEV Portable Ventilator Loan Agreement

Dear Brian:

Enclosed you will find the Grady EMS District's EMS Provider Agreement, Capital Outlay Agreement, and Zoll AEV Portable Ventilator Loan Agreement for FY 2020/2021. Please have the proper officials review these proposals. If approved, please date it and affix the proper signatures. Make a copy for your files and return the originals to me at the above address.

If you have any questions, feel free to contact me at (405) 222-0204 or e-mail at gradyemsdistrict@sbcglobal.net.

Respectfully,



Chloe Berry
Executive Director

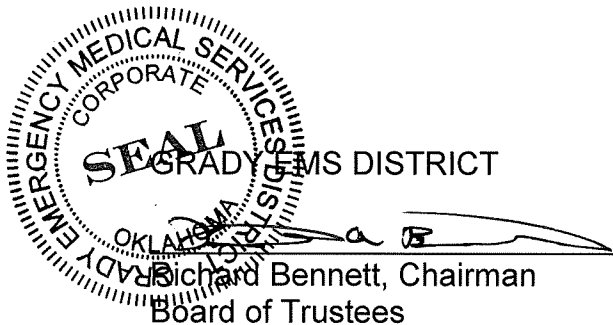
ZOLL AEV PORTABLE VENTILATOR

LOAN AGREEMENT

ZOLL Model AEV Portable Ventilator, 731 Series owned by the DISTRICT and loaned to The CITY OF CHICKASHA (Provider) will be subject to the following requirements:

1. Provider shall maintain each Ventilator in operational condition, as when received by Provider, subject to reasonable wear and tear.
2. Ventilators shall be made available for inspection, by an individual selected by the District. District may, in its sole discretion, require a Provider to return the Ventilator if the District determines the Ventilator has not been properly maintained by the Provider.

Term of this Loan Agreement is effective July 1, 2020 through June 30, 2021 and executed by the parties on the date set forth.



CITY OF CHICKASHA

Mayor

EMS Director

ATTEST:

Chloe Berry
Executive Director

ATTEST:

City Clerk

Date: June 4, 2020

Date: _____, 2020