

FILED

AUG - 5 2021

IN THE DISTRICT COURT OF CADDO COUNTY  
STATE OF OKLAHOMA

At \_\_\_\_\_ O'Clock \_\_\_\_\_ M.  
PATTI BARGER, Court Clerk  
By \_\_\_\_\_ Deputy

SUGAR CREEK AMBULANCE  
SERVICE DISTRICT,

Plaintiff,

v.

TOWN OF HINTON, OKLAHOMA

Defendant.

Case No. CV-2021-44

**HINTON'S RESPONSE AND OBJECTION TO PLAINTIFF'S  
MOTION FOR TEMPORARY INJUNCTION**

Plaintiff Sugar Creek Ambulance Service District seeks to prevent the Town of Hinton from contracting for emergency ambulance services to serve and protect the citizens of the Town of Hinton. Neither the law nor the facts support Sugar Creek's request for a temporary injunction.

Formation of the Sugar Creek Ambulance Services District and its contract with the Town of Hinton. The proposal to form the Sugar Creek Ambulance Service District, comprised of the areas within the Hinton, Lookeba-Sickles, and Binger-Oney School Districts, was approved by voters during a special election held on November 5, 2002.<sup>1</sup> The District was

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<sup>1</sup> See County Commissioners' Resolution & Ballot, attached as Exhibit A. The new district was formed by combining the Lookeba-Sickles and Hinton school districts with the existing Binger-Oney emergency medical services district. Sugar Creek Ambulance Services District and other emergency ambulance service districts formed in the same manner are typically referred to as "522 Districts." (The Constitutional amendment was submitted for approval as State Question 522.)

formed “for the purpose of providing emergency ambulance services” as expressly authorized by Oklahoma Constitution Art.10, Section 9C.<sup>2</sup> Sugar Creek began operating in early 2003.

Prior to Sugar Creek’s inception, Hinton provided ambulance service to the community and surrounding area via a contract with a private ambulance service (Parkview Hospital’s ambulance service in 2002-2003). In March 2003, Sugar Creek contracted with Parkview for emergency ambulance service to most of the District<sup>3</sup> and Hinton terminated its contract with Parkview. Parkview continued to operate out of Hinton’s Fire Station, just as it had done when it contracted with Hinton. When Parkview later closed, Ray Simpson and his wife JenaLu Simpson, who both worked for Parkview, formed their own company, Medic West. Sugar Creek has paid Medic West to provide emergency ambulance services to most of the District since 2009.<sup>4</sup>

Beginning in 2003 and until June 30, 2020, the Town of Hinton contracted with Sugar Creek to provide emergency ambulance service to the citizens of Hinton and the surrounding area. In consideration for Sugar Creek’s services, Hinton paid Sugar Creek \$2,000.00 per month and permitted Sugar Creek to house the ambulance service in the Hinton Fire Station (including all utilities, living/sleeping quarters for staff, office space, and garage space for ambulances) at no charge. A copy of the contract between Sugar

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<sup>2</sup> A copy of Section 9C with the most pertinent parts highlighted is attached as Exhibit B.

<sup>3</sup> Sugar Creek contracted with Carnegie Municipal Hospital and/or the Town of Carnegie to provide emergency ambulance service to the Oney-Albert, Crows Roost, and Swan Lake areas in the southwest corner of the District.

<sup>4</sup> This date is based on the best information available and recollection of employees of the Town of Hinton.

Creek and Hinton is attached as Exhibit C. In 2014, Hinton also paid \$100,000 to Sugar Creek to assist with purchasing a new ambulance.

Hinton's contract with Caddo County. Sugar Creek's agreement to provide emergency ambulance services to Hinton enabled Hinton to contract with Caddo County. Under that contract, *Hinton* is obligated to provide ambulance services to Hinton and the surrounding area. The contract acknowledges that Hinton will fulfill its obligation by sub-contracting with Sugar Creek, Lifeguard, or a similar provider. *See* Agreement for Ambulance Services, Exhibit D.

Taxpayer funding for emergency ambulance services in the District. Sugar Creek is funded by: (1) an ad valorem tax of 3.08 mills assessed against all taxable property in the District,<sup>5</sup> and (2) a portion of the proceeds of a countywide .25% sales tax.<sup>6</sup>

The 522 money may be used only for the support, organization, operation, and maintenance of *emergency* ambulance services *within the District*. Okla. Const. Art. 10, § 9C(a); 19 O.S. § 1710.1(A); *see also* Okla. Const. Art. 10, § 14 (stating taxes shall be levied and collected by general laws and for public purposes only), Okla. AG Opin. 2014-13 (taxes levied and collected pursuant to Section 9C must be used to “provide ***specially equipped vehicles to transport sick or wounded persons when unexpected, sudden, serious, and/or urgent situations occur which demand immediate action***” (withdrawing AG

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<sup>5</sup> This is the “522 money” – ad valorem tax collected as authorized by Okla. Const. Art. 10, § 9C.

<sup>6</sup> On February 13, 2007, the citizens of Caddo County first approved a ¼ of 1% sales tax for the purpose of supporting ambulance services. The tax was set to expire in five years but was again approved by the voters in 2012 and 2017.

Opin. 83-300, which concluded that an emergency medical services district could provide non-emergency transport for sick people)).

Similarly, the countywide sales tax is to be used

solely to pay for the acquiring, renovating, operating, maintaining, and advancing ground ambulance services in the County of Caddo, Oklahoma, to support rural and municipal ambulance providers.

*See* Ballot, attached as Exhibit E.

Caddo County pays the 522 money directly to Sugar Creek. The sales tax, on the other hand, is paid to Hinton under Hinton's contract with Caddo County. Hinton then passes the payment on to Sugar Creek.<sup>7</sup>

Termination of the contract between Sugar Creek and Hinton. In early 2020, Hinton identified some significant concerns surrounding the operation and management of the Sugar Creek Ambulance Service District's affairs. After attempts to address those concerns were rebuffed, Hinton formally notified Sugar Creek that it would not renew the parties' contract for ambulance services under the then-existing conditions. Hinton's letter detailing the issues is attached as Exhibit F.

Hinton attempted to work with Sugar Creek to maintain the relationship and keep an ambulance service in Hinton. The two boards held a joint meeting on June 23, 2020 to work through their contract. The meeting concluded with only a few issues left unresolved. Hinton Mayor Henry Warren continued to discuss those matters with Sugar Creek

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<sup>7</sup>The sales tax proceeds are distributed based on two formulae, as set out in the Agreement – pro-rata per provider and per-run. The Agreement requires that Caddo County make these payments to Hinton, as the provider. In reality, Caddo County remits the pro-rata payments to Hinton but sends the per-run payments directly to Sugar Creek without notice to Hinton.



representative Gary King over the following days. Hinton's Board of Trustees met in special session on June 29, 2020 and approved the contract with all of the changes requested by Mr. King. Hinton hand-delivered the executed document to Keith Gardner, Sugar Creek's chair. The next communication Hinton received from Sugar Creek was Sugar Creek's August 10, 2020 "Official Notice of Termination of Agreement." *See Exhibit G*. Although Sugar Creek stated it would vacate the Hinton Fire Station no later than November 8, 2020, it continued to occupy the facility through June 2021. *See Exhibit H*.

After Sugar Creek departed the Town of Hinton, Hinton's Board of Trustees set out to secure another ambulance service to locate within Hinton's municipal limits. To that end, Hinton issued its Request for Proposals on June 25, 2021. *See Exhibit I*.<sup>8</sup>

### **ARGUMENT AND AUTHORITY**

Much of Sugar Creek's argument assumes facts that are not quite accurate and is grounded on inapplicable law. One particularly important distinction that Sugar Creek seems to miss is that neither Sugar Creek nor Hinton is an ambulance service provider – neither is licensed by the Oklahoma Department of Health to provide medical care via an ambulance service. *See* 63 O.S. § 1-2503. Hinton does not intend to "start its own ambulance service." *See* Motion for Temporary Injunction, p. 3. Sugar Creek is not an ambulance service provider; it contracts with Medic West for ground ambulance service. Hinton is likewise authorized to contract with a licensed ambulance service, and that is what it hopes to do.

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<sup>8</sup>Responses to Hinton's RFP were due July 13, 2021. Proposals from two area ambulance services were received. Medic West, Sugar Creek's ambulance service provider, did not submit a proposal.

Sugar Creek's Reliance on the Ambulance Districts Act. In Part III of its Motion, Sugar Creek argues that Hinton's power and authority is somehow restricted because it has not "withdrawn or been released from the Sugar Creek District." *See*, Motion, p. 3. Sugar Creek goes on to assert that "Sugar Creek, not Hinton, has the power to do all acts and exercise all powers necessary, convenient or appropriate to effectuate the purposes for which the Sugar Creek District was created." *Id.* at p. 4. Sugar Creek relies on the Ambulance Service Districts Act, 19 O.S. § 1201, et seq., to support these statements.

The Ambulance Service Districts Act applies to an ambulance service district that was formed *by the county commissioners* in response to a citizen petition. *See* 19 O.S. §§ 1204, 1206. As discussed above, Sugar Creek Ambulance Services District was formed following a vote of the citizens, as authorized by Oklahoma Constitution Art.10, Section 9C. Thus, any reference in Sugar Creek's motion to 19 O.S. §§ 1201-1221 is irrelevant to the matter before the Court.

**I. Hinton is – and always has been – free to contract for ambulance services.**

The Town of Hinton has the power to make contracts and do all other acts in relation to the Town's affairs as are necessary for the good government of the municipality. 11 O.S. § 22-101(4). Even more to the point here, Hinton is specifically, statutorily authorized to contract for ambulance services.

The governing body of any municipality or county may contract for ambulance service with the state or any of its agencies or any other municipality, county, person, firm, or corporation or combination thereof subject to such terms and conditions as may be agreed upon between the parties. . . .

11 O.S. § 23-105(A).

In sum, Hinton is authorized to contract with an ambulance service provider if Hinton determines that is what is necessary for the good of the municipality. Surely Sugar Creek agrees that it is best for the citizens of Hinton to be served by an ambulance service that is on-site and on-call within the municipality. It should be noted, also, that Hinton is seeking an ambulance service equipped and licensed at the Advanced Life Support Level. According to the Department of Health, Medic West, the provider with which Sugar Creek contracts, is licensed at the Basic Life Support level. *See Exhibit J.*

Hinton also enjoys police powers which permit it to regulate ambulance service within municipal borders. *Central Ambulance Service, Inc. v. City of Tulsa*, 1986 OK CR 46, ¶ 9, 716 P.2d 705, 706-07. The Legislature specifically recognized and codified this police power in the Emergency Response Systems Development Act:

Notwithstanding any other provision of this title, Emergency Medical Services (EMS) Regions, Ambulance Service districts or **municipalities are hereby authorized to regulate and control, pursuant to duly enacted ordinance or regulation, Ambulance Service transports originating within the jurisdiction of such EMS Regions, Ambulance Service districts or municipalities.**

63 O.S. § 1-2515(A) (emphasis supplied).

The same statute, in subparagraph (C)(1), empowers Hinton to establish a sole-provider system for ambulance service transports originating within Hinton's borders. Hinton enacted a sole-provider ordinance on August 25, 2020. *See Exhibit K.*

Sugar Creek's argument that Hinton is not authorized to enact regulations and enter into contracts in the best interests of the municipality is unsupported and contrary to law. Indeed, given that Sugar Creek contracted with Hinton to provide ambulance services within the Town of Hinton, and accepted payment for the services it provided for many

years, Sugar Creek should be hard-pressed to deny Hinton's right and authority to obtain such services elsewhere following Sugar Creek's departure.

Sugar Creek submits no authority to support its argument that Hinton is not permitted to contract for ambulance services within municipal borders because the municipality is encompassed in the District. To the contrary, the statutory and regulatory scheme recognizes Hinton's circumstances and authorizes Hinton to contract for ambulance services.

Sugar Creek's focus on its "regulation" is misplaced. Hinton's sole-provider ordinance was effective August 25, 2020. Even if Sugar Creek were authorized to enact its copycat "regulation" on August 27, 2020, Sugar Creek fails to explain how its later-enacted regulation could infringe on Hinton's authority within municipal borders. Sugar Creek's argument that Hinton's being located within the bounds of the District strips it of the power to act in its citizens' best interests is contrary to the caselaw, statutes, and regulations discussed throughout this pleading.

**II. The Oklahoma State Department of Health holds exclusive authority to grant (or deny) a license to an ambulance service which wishes to serve the citizens of the Town of Hinton. Sugar Creek lacks standing to bring its claims.**

The Department of Health will decide whether an ambulance service may be licensed to serve the citizens of Hinton. An ambulance service may operate in Oklahoma only if it is licensed by the Oklahoma State Department of Health as required by the

Oklahoma Emergency Response Systems Development Act.<sup>9</sup> See 63 O.S. §§ 1-2509, 1-2513(A). The Department of Health exercises its discretion to approve or deny an application for an ambulance service license, based on the ability of the applicant to meet the requirements established by Okla. Admin. Code 310:641-3-10, 310:641-3-11, attached as Exhibit L. Those requirements are quite extensive and comprehensive. Each license is issued to the identified person or entity, for a particular level and type of service, and for a specific service area or area of coverage. OAC 310:641-3-11(c).

Should Hinton choose to contract with an ambulance service provider to serve the citizens of Hinton, that provider will be required to secure a license to operate a ground ambulance service in Hinton. The Department of Health's Rules contemplate the very situation Sugar Creek now asks this Court to consider.

If an area of Oklahoma is being served by a licensed ambulance service, or services, and the area has adopted "sole source" resolutions or ordinances or an Emergency Services District as established pursuant to Article 10, Section 9(c) of the Oklahoma Constitution, the Department shall require the approval of the community(ies) and/or the emergency medical services authority of that service area, before an additional ambulance service shall be licensed for that same service area.

Okla. Admin. Code 310:641-3-10(14)(g) (copy attached as Exhibit L).

Hinton, of course, will submit a letter in support of the application of an ambulance service provider with which it intends to contract. The Department will then decide whether the application should be granted, taking into account the fact that Hinton is

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<sup>9</sup> The Oklahoma Legislature enacted the Oklahoma Emergency Response Systems Development Act, 63 O.S. § 1-2502, et seq., to address a critical shortage of emergency medical care providers for delivery of fast, efficient emergency care at the scene of a medical emergency and during transport. See 63 O.S. § 1-2502.

geographically located within the Sugar Creek District. The concerns and complaints Sugar Creek raises are fully addressed by the Department's regulatory framework.

The Department of Health, Attorney General, and district attorneys are authorized to seek to enjoin improper operation of an ambulance service. Sugar Creek has no standing to seek to enjoin Hinton from contracting for ambulance services. Operation of an ambulance service in violation of the ERSDA, or the rules promulgated to implement it, is "a public nuisances inimical to the public welfare." 63 O.S. § 1-2509(D). The Commissioner, district attorneys, and the Attorney General are specifically authorized to bring an action to enjoin the operation of an ambulance service operating contrary to the ERSDA. 63 O.S. § 1-2509(A)(1),(D). Violation of the ERSDA may further result in assessment of fines and civil penalties, as well as license revocation or suspension. 63 O.S. § 1-2509(B),(C).

The legislature has placed "the power to seek redress" of the Emergency Response Systems Development Act in the hands of the Commissioner, Attorney General, or a district attorney. *See Howard v. Zimmer, Inc.*, 2013 OK 17, ¶ 20, 299 P.3d 463, 469 (discussing *Holbert v. Echeverria*, 1987 OK 99, 744 P.2d 960). When a statutory scheme clearly places enforcement in the hands of governmental authorities, the right of action is exclusively vested in those authorities. *Howard v. Zimmer, Inc.*, supra at ¶ 23, 299 P.3d at 470 (citations omitted). No private right of action exists.

The terms of the Emergency Response Systems Development Act demonstrate that an injunction will not properly lie against Hinton – a municipality explicitly entitled to contract for ambulance services. Even if that were not so, however, there is no private

right of action to seek to enjoin the operation of an ambulance service. Sugar Creek is without standing to seek to enjoin Hinton's contracting for ambulance services.

**III. Sugar Creek's income will not be impacted by Hinton's contracting with an ambulance service provider.**

Sugar Creek's claim that it will suffer severe and irreparable harm due to the economic impact of Hinton's contracting for ambulance service is both factually incorrect and entirely implausible. As explained at the outset, Sugar Creek is primarily supported by ad valorem tax collected from property owners in the Binger-Oney, Lookeba-Sickles, and Hinton School Districts. Approximately 63% of the District's property valuation is attributable to property within the Hinton School District. The remaining 37% is Binger-Oney with 25% and Lookeba-Sickles with 12%. *See Exhibit M.* **This will not change if Hinton simply contracts with an ambulance service provider.** Sugar Creek will continue to receive 100% of the ad valorem tax collected under the auspices of the 522 District.

Admittedly, the sales tax receipts that are passed through to Sugar Creek may be reduced with the addition of another ambulance provider in the county. That reduction should be slight, however. And Sugar Creek could compensate for that by choosing to serve the southwest corner of the District – the area it has historically abdicated to Carnegie.

The evidence that unequivocally shows Sugar Creek's claim is implausible, though, is found in its balance sheet. A quick evaluation of Sugar Creek's yearly audits reveals that

Sugar Creek's ending cash balance increased by an astonishing *88%* during the period from 2016 to 2020.<sup>10</sup> Here are the numbers, for ease of reference:

Audit for FY Ending	Ending Cash Balance
6/30/2015	\$ 294,389.00
6/30/2016	\$ 336,972.00
6/30/2017	\$ 352,645.00
6/30/2018	\$ 337,431.00
6/30/2019	\$ 440,497.00
6/30/2020	\$ 554,722.00

So, in rough numbers, Sugar Creek has increased its cash on hand – money it is holding instead of spending for the benefit of the District – by more than \$100,000.00 per year over the last two years. *Sugar Creek held nearly a quarter of a million dollars more in June 2020 than in June 2015.* At the same time, it has chosen to contract with an ambulance service provider that is licensed at the *lowest possible level* and was selected without the benefit of competitive bidding.

Sugar Creek simply cannot claim in good faith that it will suffer irreparable financial harm if the citizens of Hinton are served by a local ambulance provider.

#### **IV. Sugar Creek cannot meet the standard for granting a temporary injunction.**

This is not an appropriate case for temporary injunction. The Town of Hinton is authorized to enter into contracts – specifically including contracts for ambulance services – necessary for good government and in the best interests of its citizens. The Emergency Response Systems Development Act recognizes and respects the municipality's power and

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<sup>10</sup> The balance sheets are attached as Exhibit N. Complete copies of Sugar Creek's audit reports, which note numerous repeat findings, may be accessed via the State Auditor & Inspector's website, [www.sai.ok.gov](http://www.sai.ok.gov). Direct link to the EMS audit page: <https://tinyurl.com/2jd7xwjc>.



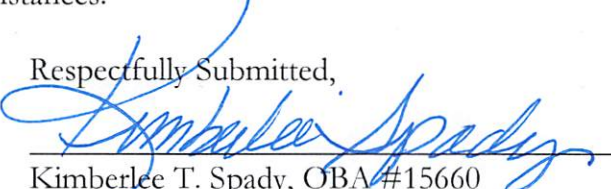
authority to provide ambulance services to its citizens. Sugar Creek cites no law to the contrary. Sugar Creek's likelihood of success on the merits is slim, at best.

"The right to injunctive relief must be established by clear and convincing evidence and the nature of the injury must not be nominal, theoretical, or speculative." *Edwards v. Board of County Comm'rs of Canadian County*, 2015 OK 58, ¶ 12, 378 P.3d 54, 59. The only harm Sugar Creek alleges is economic – and entirely speculative. It is unlikely that the Sugar Creek Ambulance Service District will notice much, if any, difference in the tax money it receives due to Hinton contracting with another ambulance service provider. Regardless, Sugar Creek can hardly complain that its income may be reduced slightly when the taxpayer dollars it has received over the past several years far exceed its needs.

The citizens of Hinton are without an ambulance inside municipal limits for the first time in more than 20 years. It is Hinton, not Sugar Creek, who will suffer harm if the Court enjoins Hinton from contracting with an ambulance provider to serve its citizens.

WHEREFORE, Defendant the Town of Hinton, Oklahoma requests that the Court DENY Plaintiff's Motion for Temporary Injunction, award the Town of Hinton the costs and attorney fees incurred in responding to the Motion, and grant such other relief as is appropriate under the circumstances.

Respectfully Submitted,



Kimberlee T. Spady, OBA #15660

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(405)542-6056

Kim@SpadyLaw.com

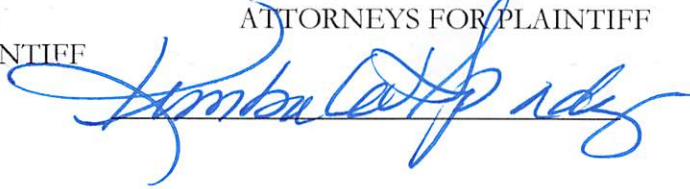
Attorney for Defendant Town of Hinton

CERTIFICATE OF DELIVERY

I hereby certify that a true and correct copy of the foregoing was delivered via U.S. Mail on August 5, 2021 to:

Pat O'Hara, OBA #14881  
Patrick O'Hara, Jr., OBA #16708  
W. Jason Hartwig, OBA #22584  
Tisdal & O'Hara, PLLC  
13808 Wireless Way  
Oklahoma City, OK 73134  
ATTORNEYS FOR PLAINTIFF

Mart Tisdal, OBA #9032  
Tisdal & O'Hara, PLLC  
P.O. Box 1387  
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Clinton, OK 73601-1387  
ATTORNEYS FOR PLAINTIFF



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Sugar Creek Ambulance Service District  
Election Ballot - Ad Valorem Tax FYE  
6/30/18 and 6/30/19

OFFICIAL COUNTY ABSENTEE BALLOT  
SPECIAL ELECTION  
NOVEMBER 5, 2002  
CADDO COUNTY, OKLAHOMA

Source: Caddo County Election Board  
Purpose: Document Ballot for Ad Valorem Tax 0000

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OFFICIAL COUNTY ABSENTEE BALLOT  
SPECIAL ELECTION  
NOVEMBER 5, 2002  
CADDO COUNTY, OKLAHOMA



TO VOTE: COMPLETE THE ARROW(S)   POINTING TO YOUR CHOICE(S), LIKE THIS:    
USE A #2 PENCIL (NO INK)

COUNTY QUESTION

PROPOSITION

"Shall an emergency medical service district be formed comprising the area within Independent School District No. 161 (commonly referred to as Hinton school district) which is situated in Blaine, Caddo, and Canadian Counties, State of Oklahoma, Independent School District No. 12 (commonly referred to as Lookeba-Sickles school district) which is located in Caddo and Canadian Counties, State of Oklahoma, and joined with the current emergency medical service district comprised of Independent School District No. 168 (commonly referred to as Binger-Oney school district), Caddo County, Oklahoma, for the purpose of providing emergency ambulance services for said district, and shall a special annual recurring ad valorem tax levy of three (3) mills on the dollar of the assessed valuation of all taxable property in said district be levied for the purpose of providing funds for support, organization, operation and maintenance of district ambulance services in said district?"

FOR THE PROPOSITION - YES  

AGAINST THE PROPOSITION - NO  

**PROCLAMATION  
AND  
NOTICE OF ELECTION**

Under and by virtue of Section 9c, Article X(10), of the Constitution of the State of Oklahoma, and Order of the Board of County Commissioners of Caddo County, Oklahoma, authorizing the calling of an election for the purpose hereinafter set forth, approved by the Caddo County Board of County Commissioners on I, the undersigned, Chairman of said Board of County Commissioners of said Caddo County hereby call an election to be held in said Caddo County on the 5<sup>th</sup> day of November, 2002, for the purpose of submitting to the qualified electors thereof the following Proposition:

"Shall an emergency medical service district be formed comprising the area within Independent School District No. 161 (commonly referred to as Hinton school district) which is situated in Blaine, Caddo, and Canadian Counties, State of Oklahoma, Independent School District No. 12 (commonly referred to as Lookeba-Sickles school district) which is located in Caddo and Canadian Counties, State of Oklahoma, and joined with the current emergency medical service district comprised of Independent School District No. 168 (commonly referred to as Binger-Oney school district), Caddo County, Oklahoma, for the purpose of providing emergency ambulance services for said district, and shall a special annual recurring ad valorem tax levy of three (3) mills on the dollar of the assessed valuation of all taxable property in said district be levied for the purpose of providing funds for support, organization, operation and maintenance of district ambulance services in said district?"

The ballot used at said election shall set out the Proposition as above set forth, and shall also contain the words:

1st ☐ For the Proposition

2nd ☐ Against the Above Proposition

(If the voter desires to vote For the Above Proposition, he shall stamp an "X" in the first square above; if he desires to vote Against the Above Proposition, he shall stamp an "X" in the second square above).


Said Election shall be conducted in all of the regular voting places established by the Caddo County Election Board in Independent School District No. 12, No. 161<sup>12</sup> and No. 168 and conducted by the regular precinct officers appointed by said County Election Board for the purpose of conducting the election and certify the results as required by law.

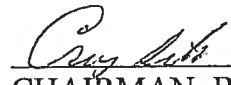
The polls shall be opened at 7:00 A.M. and remain open continuously until and be closed at 7:00 P.M.

By order of the Board of County Commissioners of Caddo County, State of Oklahoma,

WITNESS my hand as Chairman of the Board of Commissioners of said Caddo County, affixed  
in said Caddo County this 2002.

ATTEST:

  
COUNTY CLERK  
Caddo County, Oklahoma

  
CHAIRMAN, Board of COUNTY COMMISSIONERS  
Caddo County, Oklahoma





## RESOLUTION

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CADDO COUNTY, OKLAHOMA, AUTHORIZING THE CALLING AND HOLDING OF AN ELECTION IN CADDO COUNTY, STATE OF OKLAHOMA, FOR THE PURPOSE OF OBTAINING APPROVAL AND AUTHORIZATION FROM THE QUALIFIED ELECTORS OF INDEPENDENT SCHOOL DISTRICT NO. 161 OF BLAINE, CADDO, AND CANADIAN COUNTY, OKLAHOMA, OF INDEPENDENT SCHOOL DISTRICT NO. 12 OF CADDO AND CANADIAN COUNTY, OKLAHOMA AND OF INDEPENDENT SCHOOL DISTRICT NO. 168 OF CADDO COUNTY TO FORM AN EMERGENCY MEDICAL SERVICE DISTRICT COMPRISING INDEPENDENT SCHOOL DISTRICT NO. 161, 12 AND 168 OF CADDO COUNTY AND PROVIDE A METHOD FOR FINANCIAL SUPPORT OF SAID DISTRICT THROUGH A THREE-MILL AD VALOREM TAX LEVY.

WHEREAS, Section 9c, Article X of the Oklahoma Constitution, provides for the creation of an Emergency Medical Services District by the Board of County Commissioners after approval and authorization by a majority of the qualified electors of the said school district, voting on the question at a special or general election;

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Caddo County, State of Oklahoma:

**SECTION 1.** That the Chairman of said Board be and is hereby authorized and directed to call for an election to be held in said County on the 5<sup>th</sup> day of November, 2002 for the purpose of submitting to the qualified electors thereof, the following propositions:

### PROPOSITION 1

"Shall an emergency medical service district be formed comprising the area within Independent School District No. 161 (commonly referred to as Hinton school district) which is situated in Blaine, Caddo, and Canadian Counties, State of Oklahoma, Independent School District No. 12 (commonly referred to as Lookeba-Sickles school district) which is located in Caddo and Canadian Counties, State of Oklahoma, and joined with the current emergency medical service district comprised of Independent School District No. 168 (commonly referred to as Binger-Oney school district), Caddo County, Oklahoma, for the purpose of providing emergency ambulance services for said district, and shall a special annual recurring ad valorem tax levy of three (3) mills on the dollar of the assessed valuation of all taxable property in said district be levied for the purpose of providing funds for support, organization, operation and maintenance of district ambulance services in said district?"

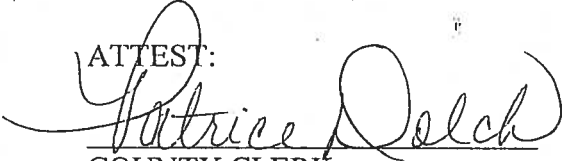
Upon approval of the Proposition, a special annual recurring ad valorem tax levy of three (3) mills on the dollar of the assessed valuation of all taxable property in the proposed emergency medical service district shall be levied for the purpose of providing funds for the support, organization, operation and maintenance of district ambulance services in said district. Said levy shall not be in addition to the current levy as provided for as to Independent School District No. 168, but shall take the place of said levy should this proposition pass.

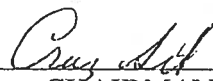
The polls shall be opened at 7:00 o'clock a.m. and shall remain open continuously until and be closed at 7:00 o'clock p.m.

Said Election shall be conducted in all of the regular voting places established by the Caddo County Election Board in Independent School District No. 161, Independent School District No. 12, and Independent School District No. 168 and conducted by the regular precinct officers appointed by said County Election Board for the purpose of conducting the election and certify the results as required as required by law.


Dated this 4<sup>th</sup> day of Sept., 2002.

ATTEST:

  
COUNTY CLERK  
Caddo County, Oklahoma

  
CHAIRMAN, Board of COUNTY COMMISSIONERS  
Caddo County, Oklahoma

Page 2  
Resolution  
Caddo County, Oklahoma

  
\_\_\_\_\_  
COMMISSIONER, Caddo County, Oklahoma

\_\_\_\_\_  
COMMISSIONER, Caddo County, Oklahoma

DATED this 4<sup>th</sup> day of Sept., 2002.



Oklahoma Statutes Annotated

Constitution of the State of Oklahoma [Annotated] (Refs & Annos)

Article X. --Revenue and Taxation

General Provisions (Refs & Annos)

OK Const. Art. 10, § 9C

§ 9C. Emergency Medical Service Districts

Currentness

(a) The board of county commissioners, or boards if more than one county is involved, may call a special election to determine whether or not an ambulance service district shall be formed. An election shall also be called by the board or boards involved upon petition signed by not less than ten percent (10%) of the registered voters of the area affected. Said area may embrace a county, a part thereof, or more than one county or parts thereof, and in the event the area covers only a part or parts of one or more counties, the area must follow school district boundary lines. All registered voters in such area shall be entitled to vote, as to whether or not such district shall be formed, and at the same time and in the same question authorize a tax levy not to exceed three (3) mills for the purpose of providing funds for the purpose of support, organization, operation and maintenance of district ambulance services, known as emergency medical service districts and hereinafter referred to as "districts." If the formation of the district and the mill levy is approved by a majority of the votes cast, a special annual recurring ad valorem tax levy of not more than three (3) mills on the dollar of the assessed valuation of all taxable property in the district shall be levied. The number of mills shall be set forth in the election proclamation, and may be increased in a later election, not to exceed a total levy of three (3) mills. This special levy shall be in addition to all other levies and when authorized shall be made each fiscal year thereafter.

Each district which is herein authorized, or established, shall have a board of trustees composed of not less than five members. Such trustees shall be chosen jointly by the board or boards of county commissioners, provided that such membership shall be composed of not less than one individual from each county or part thereof which is included in said district.

Original members of the board of trustees shall hold office, as follows: At the first meeting of said board, board members shall draw lots to determine each trustee's original length of term in office. The number of lots to be provided shall be equal to the number of original members of the board, and lots shall be numbered sequentially from one through five, with lots in excess of the fifth lot being also numbered sequentially from one through five until all lots are numbered. Each original member or members added by an expansion area of the board shall hold office for the number of years indicated on his or her lot. Each year, as necessary, the board or boards of county commissioners shall appoint successors to such members of the board of trustees whose terms have expired, and such subsequent appointments shall be for terms of five (5) years.

Such board of trustees shall have the power and duty to promulgate and adopt such rules, procedures and contract provisions necessary to carry out the purposes and objectives of these provisions, and shall individually post such bond as required by the county commissioners, which shall not be less than Ten Thousand Dollars (\$10,000.00).

The district board of trustees shall have the additional powers to hire a manager and appropriate personnel, contract, organize, maintain or otherwise operate the emergency medical services within said district and such additional powers as may be authorized by the Legislature.

(b) Any district board of trustees may issue bonds, if approved by a majority vote at a special election for such purpose. All registered voters within the designated district shall have the right to vote in said election. Such bonds shall be issued for the purpose of acquiring emergency vehicles and other equipment and maintaining and housing the same.



(c) The bonds authorized above shall not bear interest at a greater rate than that authorized by statute for the issuance of city municipal bonds. Such bonds shall be sold only at public sale after twenty (20) days' advertisement in a newspaper for publication of legal notices with circulation in the district. Any district may refund its bonds as is now provided by law for refunding municipal bonds.

(d) Any district board of trustees, upon issuing bonds as authorized in subsection (b) of this section, shall levy a special annual ad valorem tax upon the property within the district, payable annually, in a total amount not to exceed three (3) mills on the dollar, on the real and personal taxable property in such district, for the payment of principal and interest on outstanding bonds, until same are paid. However, the trustees may, from time to time, suspend the collection of such annual levy when not required for the payment of the bonds. In no event shall the real and personal taxable property in any city or town be subject to a special tax in excess of three (3) mills for the payment of bonds issued hereunder.

(e) There may also be pledged to the payment of principal and interest of the bonds herein authorized to be issued: (1) any net proceeds from operation of the district that the board of trustees of the district shall deem not necessary to the future operation and maintenance of said emergency medical service; or (2) any monies available from other funds of the district not otherwise obligated.

(f) Bonds shall be issued for designated sums with serial numbers thereon and maturing annually after three (3) years from date of issue. All bonds and interest thereon shall be paid upon maturity and no bonds shall be issued for a period longer than thirty (30) years. Any district board of trustees may in its discretion schedule the payment of principal over the thirty-year period so that when interest is added there will be approximately level annual payments of principal and interest.

(g) In the event the mill levy as set forth in the original election proclamation is less than three (3) mills, the board of trustees may request the county commissioners to call a subsequent election to consider increasing the mill levy; provided, however, the total levy authorized by subsection (a) hereof shall not exceed three (3) mills.

(h) The board of trustees of any district shall have jurisdiction over the sale or refunding of any bonds issued by the district and shall be responsible for the economical expenditure of the funds derived from the bonds.

(i) Such districts shall be empowered to charge fees for services, and accept gifts, funds or grants from sources other than the mill levy, which shall be used and accounted for in a like manner. Persons served outside the district shall be charged an amount equal to the actual costs for the service, not taking into account any income the district receives from millage or sources within the district. The board of trustees shall have legal authority to bring suits necessary to collect accounts owed and to sue and defend as necessary for the protection of the board. The State Auditor and Inspector shall conduct an annual audit of the operations of such districts.

(j) Any emergency medical service district may expand to include other counties or parts thereof, provided that an election is called by the county commissioners whose county or counties, or parts thereof, are to be added to in the established district; and provided further, that the county commissioners in the original district concur in the calling of said election. The proposed expansion area shall only be added to the original district if approved separately by a majority vote, by the voters in both the original district and in the expansion area, at an election called for that purpose. The county in which the expansion area is located shall have not less than one member on the board of trustees. Appropriate millage or other approved method of financial

support shall be levied in the expansion area, when said area is added to the original district which millage shall be levied at the rate used to cover operational costs and outstanding bonded indebtedness as provided in Section 9C, (d) and (e), Article X.

(k) Any county or parts thereof may withdraw from a district provided that an election is called by the county commissioners of the county whose county or parts thereof is to be withdrawn from the district. The county or parts thereof shall be withdrawn from the district if approved by a majority vote of the voters in the county at an election called for such purpose. If the county commissioners are presented a petition signed by not less than twenty percent (20%) of all registered voters in the county, the county commissioners shall call an election. The petition for an election for a county or parts thereof to withdraw from a district and the ballot shall provide for the payment of any debt for operational costs and outstanding bonded indebtedness in proportional shares, for which the county or parts thereof would be responsible as a result of the membership of the county or parts thereof in the district.

(l) Any district may be dissolved, or the millage levy changed, by a majority vote of the registered voters voting at an election called for that purpose by the county commissioners of each county or part thereof included within the district; provided that such an election shall not be called unless either three-fifths (  $\frac{3}{5}$  ) of the trustees of such district request the county commissioners to call such an election, or the respective county commissioners are presented a petition signed by not less than twenty percent (20%) of all registered voters in the district.

(m) In the event a district is dissolved, any mill levy used to support, organize, operate and maintain the emergency medical service district shall cease, provided that such mill levy shall not cease until all outstanding emergency medical service bonds of that district are retired and all other debts incurred by the emergency medical service district have been satisfied.

(n) All elections called under the provisions hereof shall be conducted by the county election board or boards of each county or counties involved, upon receipt of an election proclamation, issued by a majority of the board or boards of county commissioners in the area affected. In the event more than one county is involved, said proclamation must be a joint proclamation from a majority of the board of county commissioners of each county involved. Said proclamation shall be published in one issue of a newspaper of general circulation in each county involved in the area affected at least ten (10) days prior to said election, and said proclamation shall set forth the purpose of the election, and the date thereof. The county election board or boards shall certify the results of an election to the board or boards issuing such proclamation.

(o) The board of any district shall have capacity to sue and be sued. Provided, however, the board shall enjoy immunity from civil suit for actions or omissions arising from the operation of the district, so long as, and to the same extent as, municipalities and counties within the state enjoy such immunity.

(p) In lieu of proceeding to establish a district as outlined hereinabove through the county commissioners, the governing body of any incorporated city or town may proceed to form a district, join an existing district or join with other incorporated cities or towns in forming a district. In such case, said governing body shall be considered as being substituted as to the powers and duties of said county commissioners as set forth hereinabove; provided, further, said city or town shall be considered as being substituted as to the powers and duties of a district formed, as set forth hereinabove. All rights, duties, privileges and obligations of the residents and voters in such city or town shall be the same as those outlined for the district as set forth above.

#### **Credits**

Added by State Question No. 522, Legislative Referendum No. 217, adopted at election held on Aug. 24, 1976. Amended by State Question No. 678, Legislative Referendum No. 308, adopted at election held on Nov. 3, 1998.

## **AGREEMENT**

This AGREEMENT is made on July 1, 2018, by, for and between the Sugar Creek Ambulance Service ("SCAS") and the Town of Hinton ("Hinton").

WHEREAS, SCAS is an Emergency Medical Services District formed pursuant to the laws of the State of Oklahoma;

WHEREAS, SCAS was formed to serve the communities of Binger, Crows Roost, Hinton, Lookeba, Oney and Sickles and the areas surrounding those communities (the "Service Area"); and;

WHEREAS, Hinton wishes to continue emergency medical services for the residents of Hinton and the surrounding area; and

WHEREAS, SCAS has agreed to provide emergency medical services to Hinton and the surrounding area; and

WHEREAS, HINTON has agreed to assist with the cost of providing emergency medical services to Hinton and the surrounding communities.

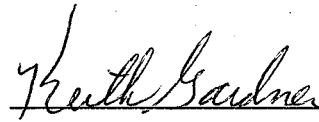
WHEREAS, Hinton has agreed to provide a facility within the limits of the Town of Hinton in which to house the emergency medical services provided by SACS to the Service Area.

### **THE PARTIES THEREFORE AGREE:**

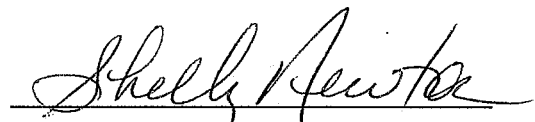
1. SCAS will provide emergency medical services, including ambulance services equipped at the paramedic level, including but not limited to: full-time emergency medical staff consisting of Emergency Medical Technicians, intermediate Emergency Medical Technicians, and/or Paramedics to Hinton and the surrounding area by contracting independently with a qualified and authorized provider of emergency medical services;
2. SCAS will provide the described services twenty-four (24) hours per day, seven (7) days per week;
3. Hinton will pay SCAS \$2,000.00 per month to assist with the cost of SCAS' contract with the provider of emergency medical services;
4. Hinton will provide a location within the limits of the Town of Hinton in which to house the emergency medical service. The location will be sufficient to house the necessary personnel so that coverage can be provided twenty-four (24) hours per day, seven (7) days per week. Hinton will pay for the upkeep of the building, water, gas and electrical service. Hinton shall maintain insurance on the building.

5. SACS or the entity with which it contracts shall be responsible for all other costs associated with the operation of the service from the location provided by Hinton and shall be responsible for insurance of the building's contents and for all other expenses which are necessary or are desired by SACS.
6. SACS shall ensure that the entity with which it contracts for services observes the rules and procedures for maintenance and housekeeping of the facility which the service is housed. The cost of any repairs to the facility which are due to abuse or use beyond normal wear and tear of the facility shall be borne by SACS which shall, in turn, recover from its' contractor.
7. SACS acknowledges that the facility provided by Hinton is a professional workplace and the highest level of conduct is expected of all who are present in the facility. Any complaints regarding the behavior or conduct of any representative of SACS, including SACS' contractor, which are not quickly and finally resolved will result in SACS' eviction from the facility provided by Hinton but shall not absolve SACS of any of its duties or responsibilities under this agreement.
8. If any alterations to the building provided by Hinton are needed or desired by SACS or the entity with which it contracts, such alterations must first be approved by Hinton and, if approved, will be made at the expense of SACS or the entity with which it contracts.
9. This Agreement shall be effective July 1, 2018, to June 30, 2019, with payment by Hinton being made on the 15<sup>th</sup> day of each month. This Agreement shall automatically renew for subsequent one year terms unless terminated by either party, for any reason, upon ninety (90) days written notice of the intent to terminate. Either party may terminate this Agreement for cause immediately upon notice.

APPROVED by the Board of Directors of Sugar Creek Ambulance Service, as required by its' governing documents and the laws of the State of Oklahoma, on this 21<sup>st</sup> day of Aug., 2018.

  
Keith Garner, President SCAS

APPROVED by the Board of Trustees of the Town of Hinton, as required by the laws of the State of Oklahoma, on this 21<sup>st</sup> day of August, 2018.

  
Shelly Newton, Mayor

## AGREEMENT FOR AMBULANCE SERVICES

An AGREEMENT effective this 21<sup>st</sup> day of June, 2016 by and between CADDO COUNTY BOARD OF COMMISSIONERS, "COUNTY", and the Municipal and their subcontracting agencies AMBULANCE SERVICE, "PROVIDERS". This Agreement is made pursuant to 19 O.S. §371 and 19 O.S. §372.

### PART I

#### DEFINITIONS

As used in this agreement:

1. "COUNTY" shall mean CADDO COUNTY BOARD OF COMMISSIONERS.
2. "IN COUNTY PROVIDER" shall mean any and all municipal or privately owned and incorporated ground based (in which an ambulance is stationed within Caddo County) Caddo County ambulance services. In County Provider, as used in this Agreement, currently includes the City of Anadarko, Town of Apache, Town of Carnegie and Town of Hinton (who will sub-contract with the Sugarcreek Emergency Services District and/or Lifeguard Inc. or similar ambulance service).
3. "OUT OF COUNTY PROVIDER" shall mean any and all municipal or privately owned and incorporated ground based ambulance services outside of Caddo County. Out of County Provider, as used in this Agreement, currently includes the Town of Hydro (who will sub-contract with Lifeguard. or similar ambulance service provider).
5. "PROVIDER" shall mean both In County Providers and Out of County Providers.
6. "Ambulance Run" shall mean the transportation, via ambulance, of any patient, to any destination, which arises/commences from within the territorial boundaries of Caddo County and which is evidenced by a Run Report. Ambulance Run shall include, but not limited to "emergency transfers" and "transfers" as defined by the Section 310;641-3-2 of the regulations promulgated by the Oklahoma State Department of Health. Further, Ambulance Run shall also include Mutual Aid transfers completed for other Providers.
7. "State Run Form" shall mean a run report containing administrative, legal, medical, community health and evaluation information as required by the Emergency Medical Services regulation # 310:641-160 and approved by the Oklahoma Department of Health. Said run form shall not include any identifying information regarding any patient which would violate federal, state or local law.
8. "Emergency Reserve Fund" shall represent a discretionary fund for the COUNTY to utilize in the event

that any occurrence should happen in which a defense of this Agreement or defense of the Dedicated Sales Tax, which funds this Agreement, is in any way challenged in a Court of Law If no such need arises, the Emergency Reserve Fund shall be distributed or used by the Caddo County Board of Commissioners to pay for the acquiring, continuing, equipping, repairing, renovating, operating, maintaining, and advancing ground ambulance services in Caddo County and to support rural and municipal ambulance service providers. COUNTY expressly acknowledges that this Emergency Reserve Fund will not be used as a part of Caddo County's general budget.

9. "Mutual Aid Agreement" shall mean a contingency compact with another emergency services provider which shall insure that if for some unforeseen reason, any PROVIDER is unable to fulfill the requirements of this Agreement, then another emergency services provider will be capable and agreeable to fulfilling the PROVIDER's responsibilities under this Agreement for a temporary period of time. A template of a Mutual Aid Agreement shall be maintained by the COUNTY for use and reference.

10. "Medical Director" shall mean a physician, fully licensed without restriction, who acts as a paid or volunteer medical advisor to a licensed ambulance service and who monitors and directs the care so provided. Such physicians shall meet such qualifications and requirements as may be promulgated by the Oklahoma State Department of Health.

**WITNESSETH:**

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

**PART II**

**TERM**

1. **TERM**. COUNTY may compensate PROVIDER and PROVIDER agrees to operate or has operated emergency medical ambulance SERVICE from\_\_July 1st, 2017, through June 30<sup>th</sup>, 2018, pursuant to the terms of this Agreement.

**PART III**

**SERVICE AREA**

2. **SERVICE AREA**. PROVIDER will serve the geographic area of CADDO COUNTY within the area shown on the attached plat of Caddo County, The attached plat will be attached as individual exhibits for each individual provider.



**PART IV**  
**COMPENSATION**

3. **COMPENSATION**. The COUNTY shall utilize the proceeds received from the one-quarter of one percent (1/4 %) dedicated sales tax approved by the citizenry of Caddo County on the \_\_\_ day of February, 2007, with the following formula:

(A) Fifty (50%) percent of the dedicated sales tax funds shall be paid out evenly, in proportionate shares, among the contracting IN COUNTY PROVIDER'S, The fifty percent (50%) will be paid in the form of a monthly payment made to the IN COUNTY PROVIDER'S by the COUNTY. OUT OF COUNTY PROVIDERS will not be entitled to any funds referenced in this sub-section until said OUT COUNTY PROVIDER provides an ambulance stationed within the territorial boundary of Caddo County. The fifty percent (50%) referenced above shall be increased to the amount of sixty percent (60%), to be distributed in equal proportion to IN COUNTY PROVIDERS, upon the fully funding of the Emergency Reserve Fund referenced in sub-section (C), below. In the event an IN COUNTY PROVIDER shall choose to permanently cease and desist operating ground based Caddo County ambulance services, then said IN COUNTY PROVIDER shall not be entitled to receive any compensation due or in the future.

(B) Forty percent (40%) of the dedicated sales tax funds will be paid out quarterly throughout the year on an approved proportionate per Run Report basis. OUT OF COUNTY PROVIDERS will be allowed to submit a claim for payment under this sub-section. All PROVIDERS will have to comply with all the terms and guidelines of this contract and **PART V** of this Agreement.

(C) The remaining ten percent (10%) of the dedicated sales tax funds received shall be reserved by the Caddo County Treasurer as an Emergency Reserve Fund. This Emergency Reserve Fund shall be capped in an amount of sixty-thousand dollars (\$60,000.00). When the Emergency Reserve reaches the sixty-thousand dollar (\$60,000.00) threshold, the excess funds shall be distributed to the IN COUNTY PROVIDERS as provided in sub-section (A) above.

**PART V**  
**DETERMINATION OF PER RUN AMOUNTS**

The PROVIDERS will compile a list of their runs which originate in Caddo County and when a human transportation occurred. The runs will be placed on information sheets provided in this contract along with a copy of

the State Run Form. After the PROVIDERS have completed the information sheet and compiled the state copies of their run forms, they will be submitted to the Caddo County EMS Advisory Committee for approval. The information sheets and State Run Forms shall be submitted to the Caddo County EMS Advisory Committee at the regularly scheduled meeting for said Committee on the months following the end of each quarter (those months shall be October of 2007, January of 2008, April of 2008, and July of 2008).

In lieu of physically transporting the information sheets and State Run Forms to the regularly scheduled Committee meetings, PROVIDERS may submit the information via mail to the County Commissioner who then sits on the Caddo County EMS Advisory Committee. However, if any PROVIDER does not personally physically submit the information to the Committee, they expressly acknowledge and accept full responsibility for the submitted information sheets and state run forms to actually arrive before the Committee in an acceptable manner. ANY PROVIDER WHO SHALL USE AN ALTERNATIVE METHOD FOR SUBMITTING STATE RUN FORMS EXPRESSLY AUTHORIZES THE COMMITTEE TO IMMEDIATELY DESTROY ANY RECORD WHICH, THE COMMITTEE BELIEVES, TO BE IN VIOLATION OF STATE OR FEDERAL LAW PROHIBITTING THE DISCLOSURE OF PERSONAL MEDICAL INFORMATION. FURTHER, WHEN A PROVIDER UTILIZES AN ALTERNATIVE METHOD TO SUBMIT STATE RUN FORMS, PROVIDER EXPRESSLY RELINQUISHES ANY RIGHT TO CHALLENGE A DECISION OF THE EMS ADVISORY.

The patients' names, Social Security Numbers, and any other identifying information will be blacked out on all run forms submitted. After the EMS Advisory Committee completes their review, the EMS Advisory Committee shall submit each Provider's claim for payment under this sub-section with either a vote of confidence or no confidence to the Caddo County Board of County Commissioners. The Caddo County Board of County Commissioners shall determine whether to accept or reject the submitted claims under this sub-section, all copies of the run forms will be returned to the appropriate service. The proportion of funds paid to PROVIDERS pursuant to this sub-section shall be PROVIDER'S proportionate share of the total funds paid to all of the PROVIDERS on the per Ambulance Run that are accepted by the Caddo County Board of County Commissioners. PROVIDER may only use the funds for any purpose which promotes or provides for emergency medical ambulance services by PROVIDER within the assigned service area.



**PART VI**  
**USE OF FUNDS**

Each Provider agrees to only utilize the compensation received under this Agreement for the equipping, operating, personnel utilized in operating or training of said personnel in the furtherance of providing quality Emergency Medical Service to Caddo County. COUNTY and PROVIDERS agree that the compensation raised under this Agreement should be used to better Emergency Medical Services and not as a substitution for otherwise allocated funding. PROVIDERS expressly acknowledge that no part or percentage of the compensation received under this Agreement shall be expended upon administrative costs or fees.

**PART VII**  
**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.

**PART VIII**  
**IN COUNTY PROVIDER REQUIREMENTS**

**ONE FULLTIME AMBULANCE AND ONE STANDBY AMBULANCE REQUIRED**

IN COUNTY PROVIDER shall ensure that at all times at least one (1) ambulance will be available for emergency responses to all areas of IN COUNTY PROVIDER'S territory. The ambulance will not be restricted to, or given priority to service, within the IN COUNTY PROVIDER'S municipal boundaries. The ambulances shall be staffed with no fewer than two (2) persons. The non-driver shall have the minimum certification of EMT (as certified by the Oklahoma Department of Health). The driver shall have the minimum certification of First Responder (as certified by the Oklahoma Department of Health). The IN COUNTY PROVIDER will supply a second unit to be on standby for calls while the first unit is assigned to a call or have a signed mutual aid agreement with other EMS services which will provide mutual aid assistance in lieu of the provision of the second unit. This unit will fall under all guidelines of the fulltime unit. Failure of IN COUNTY PROVIDER to strictly comply with the provisions of this paragraph shall constitute a breach of this contract and IN COUNTY PROVIDER shall forfeit

payment from the COUNTY for each day the IN COUNTY PROVIDER is in non-compliance with the provisions of this paragraph. However, IN COUNTY PROVIDER shall not be deemed to have breached the Contract if either of the ambulances is out of service for repairs, if IN COUNTY 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 IN COUNTY PROVIDER has determined that it is likely that it will be out of service for more than forty-eight (48) consecutive hours, IN COUNTY PROVIDER shall immediately notify the COUNTY by fax or e-mail, of: a) how long the repairs are anticipated to take; b) the continued ability of IN COUNTY PROVIDER to respond to calls within the COUNTY, and c) the contingency plan of the IN COUNTY PROVIDER if two ambulances are needed at the same time for emergency responses within the prescribed territory.

PROVIDERS shall provide COUNTY with a copy of their respective signed Mutual Aid Agreements prior to receiving any compensation under this Agreement.

## **PART IX**

### **BREACH OF AGREEMENT BY PROVIDER**

A determination of a Breach of this Agreement by any PROVIDER shall be solely determined by the Board of County Commissioners of Caddo County upon the majority vote of said government body. Any Breach of this Agreement, whether a minor or material breach, may result in the partial, complete or temporary denial of compensation paid by the COUNTY to the PROVIDER. COUNTY shall provide a written explanation of the Breach to the PROVIDER and notify the PROVIDER of the amount of compensation which is to be withheld or has been withheld. Any compensation withheld from a PROVIDER will be distributed in a manner in the sole discretion of COUNTY. The withholding of compensation from one PROVIDER will in no way give rise to the automatic distribution of funds to any other PROVIDER.

COUNTY hereby expressly acknowledges that the only recourse COUNTY may have against any PROVIDER for a breach of this agreement shall be in the form of a partial, complete or temporary denial of compensation otherwise payable to the PROVIDER.

Any and all determinations made by the Board of County Commissioners in respect to this Part of the Agreement shall be final and not appealable to any other governmental entity or the judicial branch.

**PART X**  
**BREACH OF AGREEMENT BY COUNTY**  
**(LIQUIDATED DAMAGES CLAUSE)**

COUNTY and PROVIDERS expressly agree that any breach, whether material or minor, would be difficult to determine. Therefore, both COUNTY and PROVIDERS agree that the only recourse PROVIDERS shall have, in the event of a breach of this Agreement by the COUNTY, shall consist of liquidated damages.

As liquidated damages for breach of this Agreement by the COUNTY and not as a penalty, the COUNTY shall pay to the PROVIDER the lesser of an amount of forty thousand dollars (\$40,000.00) or seventy-five percent (75%) of the amount of funds in the Emergency Reserve Fund at the time the breach of agreement is confirmed by the COUNTY or in a court with competent jurisdiction.

All PROVIDERS expressly agree and consent to limit any recovery of money against the COUNTY to funds available in the Emergency Reserve Fund. IN NO EVENT, SHALL THE COUNTY, Caddo County, or any subsidiary or subdivision thereof be required to compensate any PROVIDER or any other party out of any fund other than the Emergency Reserve Fund.

If a PROVIDER believes a breach of this Agreement has occurred on the part of the COUNTY, then said PROVIDER shall submit, in writing, to the COUNTY an explanation of the alleged breach as well as the amount of compensation the PROVIDER believes to be owed by the COUNTY. At the next regularly scheduled public meeting of the COUNTY, the PROVIDER (or designated representative) shall be present to answer any questions or concerns the COUNTY may have about the alleged breach. Prior to the close of said meeting, the COUNTY shall vote to admit or deny the alleged breach and make any decision regarding compensation according to their decision regarding the breach. This procedure must be followed prior to the filing of any lawsuit in a court with competent jurisdiction.

The alleged breach of this Agreement, on the part of the COUNTY, shall be submitted to the COUNTY within forty-five (45) days of the alleged breach or said breach shall be deemed waived by the dilatory PROVIDER.

**PART XI**  
**CALLS OUTSIDE SERVICE AREA.**

PROVIDER may make such calls outside their submitted service area as are consistent with its emergency medical services mission and the responsibilities of PROVIDER under this Agreement. However, only those calls



which originate within the territorial boundaries of Caddo County and result in the transportation of a human shall be submitted for payment pursuant to PART V.

## **PART XII**

**MEDICAL DIRECTOR.** The PROVIDERS shall be responsible for maintaining and financially funding their Medical Director.

## **PART XIII**

### **MISCELLANEOUS.**

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

(B) PROVIDER shall set the rates to be charged for its service and shall be responsible for the collection of those funds from the individual patients.

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

(D) 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.

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

## **PART XIV**

### **INSURANCE**

All PROVIDERS agree to provide a copy of their liability insurance policy prior to receiving any compensation under this Agreement. Said insurance shall cover the PROVIDER in amount not less than one million dollars (\$1,000,000.00).

## **PART XV**

### **OPERATION**

PROVIDER will be responsible for operation of all emergency medical ambulance services within its assigned service area. COUNTY 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 COUNTY. 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.

#### **PART XVI**

##### **PROHIBITION AGAINST PAROL EVIDENCE**

It is agreed that this record of the agreement contains all the covenants, stipulations and provisions agreed upon by the parties, that no agent of either party to this agreement has authority—actual or ostensible—to alter its terms, and that neither party is bound by any statement or representation not in conformity with this contract; and the PROVIDER expressly waives any and all claims for damages or for cancellation of this agreement because of any representation made by any person whatsoever other than as specifically contained in this contract; and the COUNTY is under no legal obligation of any kind, in respect of any alleged inducements, promises, representations or terms not set forth in this agreement.

#### **PART XVII**

##### **SEVERABILITY**

All parties understand and agree that if any provision of this agreement is found unenforceable by any court, the remaining provisions of the agreement will remain in full force and effect.

#### **PART XVIII**

##### **INDEMNITY**

PROVIDER shall indemnify COUNTY against, and hold COUNTY harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees, arising out of, connected with, or resulting from the PROVIDERS' operation, use or exercise of emergency medical services.

#### **PART XIX**

##### **ASSIGNMENT**

Without the prior written consent of COUNTY, no PROVIDER shall be allowed to assign, transfer, pledge or hypothecate this agreement or any part thereof, or any interest therein. Consent to any of the foregoing prohibited acts applies only in the given instance; and is not a consent to any subsequent like act by PROVIDER or any other person.

**PART XX**

**INTEREST**

All parties agree that in no event shall the COUNTY be required to pay any PROVIDER interest on any amount of compensation. PROVIDER agrees that there is no time certain for the distribution of payments under this agreement. However, all parties understand the importance of supporting the local emergency service agencies and will strive to facilitate the goals of the Dedicated Sales Tax.

**PART XXI**

**ENTIRE AGREEMENT**

This instrument constitutes the entire agreement between COUNTY and the PROVIDERS; and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto or by a majority vote of the COUNTY. PROVIDER agrees to this provision.

**PART XXII**

**TITLES**

The titles to the paragraphs of this Agreement are solely for the convenience of the parties, and are not an aid in the interpretation of the instrument.

**PART XXIII**

**PROVIDER IS AN INDEPENDENT CONTRACTOR**

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

**PART XXIV**

**INTERPRETATION OF THIS AGREEMENT**

PROVIDER and COUNTY expressly acknowledge that no party to this Agreement was the sole drafter and therefore no provision nor PART of this Agreement shall be construed against either party due to any allegation that one party was the primary drafter.

**PART XXV**

**CONTRACT LIMITED TO PROVIDERS LISTED**

This Agreement is limited to those governmental entities specifically named herein and who become a specific contractual party with COUNTY. If any other emergency ambulance service provider shall begin/initiate

operation within Caddo County, during the term of this agreement, then that emergency ambulance service provider shall not be entitled to receive compensation under this Agreement.

## **PART XXVI**

### **SUPPLEMENT TO AGREEMENT**

Each PROVIDER and the COUNTY agree to incorporate this Agreement with individual supplements to this Agreement which have specific requirements for each PROVIDER that are applicable in those specific instances. Said Supplements shall follow and be attached herewith as:

“Supplement A” for the City of Anadarko

“Supplement B” for the Town of Apache

“Supplement C” for the Town of Carnegie

“Supplement D” for the Town of Cyril

“Supplement E” for the Town of Hinton

“Supplement F” for the Town of Hydro

**SUPPLEMENT D**

**TO**

**AGREEMENT FOR AMBULANCE SERVICES**

An AGREEMENT effective this 21<sup>st</sup> day of June, 2016 by and between CADDO COUNTY BOARD OF COMMISSIONERS, "COUNTY", and the Town of Hinton, "PROVIDER". This Agreement is made pursuant to 19 O.S. §371 and 19 O.S. §372.

**PART A**

Both COUNTY and PROVIDER hereby expressly adopt and acknowledge the AGREEMENT FOR AMBULANCE SERVICES including PART I through PART XXVI in their entirety.

**PART B**

PROVIDER acknowledges, pursuant to PART III, that a plat of PROVIDER'S service area is attached as exhibit "E1".

**PART C**

PROVIDER and COUNTY acknowledge that any and all notices sent by COUNTY to PROVIDER shall be mailed to the following address:

Town of Hinton  
P.O. Box 159  
Hinton, Oklahoma 73047

**PART D**

COUNTY and PROVIDER acknowledge that any and all notices sent by PROVIDER to COUNTY shall be mailed to the following address:

Caddo County Clerk  
P.O. Box 68  
Anadarko, Oklahoma 73005

**PART E**

PROVIDER accepts and acknowledges that in the event of any breach by the COUNTY, the PROVIDER shall be bound by the terms of PART X of the Agreement for Ambulance Services. In no event shall the PROVIDER seek compensation or be compensated from any monies not collected pursuant to the dedicated one-quarter cent (1/4%) sales tax.

**PART F**

PROVIDER acknowledges, pursuant to PART XV, that the PROVIDER'S liability insurance



policy is attached as exhibit "E2".

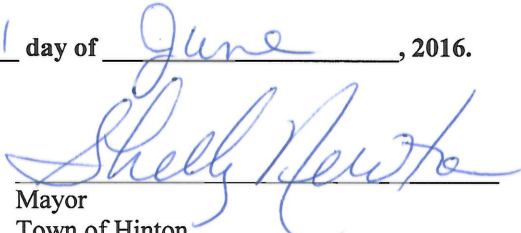
#### PART G

PROVIDER acknowledges that PROVIDER currently contracts with an ambulance service operated under the name of Sugarcreek 522 Ambulance District (who currently sub-contracts with Medic West for ambulance service) and that all funds received under this Agreement shall be expended on said ambulance service.

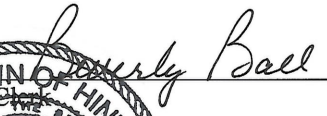

#### PART H





PROVIDER acknowledges that they have entered into appropriate Mutual Aid Agreements as required by PART VIII and are attached as exhibit ("E3").

APPROVED, ADOPTED AND ENTERED INTO this 21 day of June, 2016.

  
\_\_\_\_\_  
Mayor  
Town of Hinton

ATTEST:



  
\_\_\_\_\_  



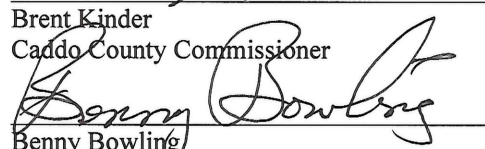
  
\_\_\_\_\_  
Member of Governing Body  
  
\_\_\_\_\_  
Member of Governing Body  
  
\_\_\_\_\_  
Member of Governing Body  
  
\_\_\_\_\_  
Member of Governing Body

APPROVED, ADOPTED AND ENTERED INTO this 5<sup>th</sup> day of July, 2016.

\_\_\_\_\_  
Randy McLemore  
Chairman, Board of County Commissioners  
Caddo County, Oklahoma

ATTEST:

  
\_\_\_\_\_  
Patrice Dolch, County Clerk  
(SEAL)  


  
\_\_\_\_\_  
Brent Kinder  
Caddo County Commissioner  
  
\_\_\_\_\_  
Benny Bowling  
Caddo County Commissioner

# SAMPLE BALLOT

OFFICIAL BALLOT  
SPECIAL ELECTION  
June 13, 2017  
CADDO COUNTY, OKLAHOMA

Page 1 / 1

**TO VOTE:**  
FILL IN THE BOX NEXT TO  
YOUR CHOICE(S) LIKE THIS:



Correct



Incorrect

## COUNTY QUESTIONS

### COUNTY QUESTION

Shall Order No. 4-17 of the County of Caddo, Oklahoma, being an Order of said County authorizing the levy and collection of an additional one-quarter of one percent (1/4 of 1%) sales tax upon the gross receipts and gross proceeds derived from all sales within Caddo County upon which a consumer's sales tax is levied by this state; providing that the purpose of such sales tax shall be solely to pay for the acquiring, continuing equipping, repairing, renovating, operating, maintaining and advancing ground ambulance services in the County of Caddo, Oklahoma, to support rural and municipal ambulance service providers; to be distributed by the Caddo County Board of County Commissioners for such purpose; providing that this levied sales tax shall commence on the 1st day of July, 2017, and shall expire and cease to be collected on the 31st day of June, 2022, making provisions cumulative; and providing severability of provisions be approved?

☐ **FOR THE  
PROPOSITION - YES**

☐ **AGAINST THE  
PROPOSITION - NO**

EXHIBIT E

Page 1 of 1

# HINTON

Phone: (405) 542-3253

PO Box 159

Hintonok.com

123 East Main Street

Hinton, OK 73047

March 31, 2020

**Via Certified Mail**

Sugar Creek Emergency Medical Services District  
Post Office Box A  
Binger, Oklahoma 73009

Keith Gardner, Chairman  
17140 County Road 1188  
Binger, Oklahoma 73009-5109

Randy House  
12070 County Street 2620  
Lookeba, Oklahoma 73053

**Via Email: King@okfb.com**

Gary King  
18048 County Street 2520  
Lookeba, Oklahoma 73053-5314

**Via Email: Patti.Sharry@gmail.com**

Patti Sharry  
4200 S. Methodist Road  
Hinton, Oklahoma 73047

**Re: Agreements for Ambulance/Emergency Medical Services**

Dear Members of the Sugar Creek Board:

This is to confirm, and expand upon, my phone conversation with Keith Gardner on March 11, 2020 during which I notified Mr. Gardner that the Town of Hinton intends to renegotiate the terms of its Agreement with the Sugar Creek Emergency Medical Services District. Hinton does not agree to renewal of the present Agreement between Hinton and Sugar Creek, which will expire on June 30, 2020.

**Background and Overview.** Sugar Creek is obligated, both by Oklahoma law and by its contract with Hinton, to provide ambulance services to those within the Binger-Oney, Lookeba-Sickles, and Hinton School Districts (collectively, the "District"). At the present time, Sugar Creek fulfills its obligation by contracting with Medic West Oklahoma, LLC.

Sugar Creek is funded via three sources: (1) an ad valorem tax of 3.08 mills assessed against all taxable property in the District, (2) a portion of the proceeds of a county-wide .25% sales tax, and (3) a \$2,000.00 monthly stipend from the Town of Hinton.

Caddo County pays 100% of the ad valorem receipts directly to Sugar Creek.

The sales tax is distributed in two parts. One part (.125% - .140%) is divided evenly among all ambulance services in the County. Sugar Creek receives its share of this part directly from the County. The second part (.100%) is divided among the ambulance service providers on a per-run basis. These per-run funds are paid to the Town of Hinton under an annual agreement between

Hinton and Caddo County by way of which Hinton is obligated to provide ambulance services to the District. Hinton fulfills this obligations to Caddo County by contracting with Sugar Creek. Hinton, therefore, acts as a pass-through; Hinton forwards all sales tax funds it receives from the County to Sugar Creek.

Hinton does not have an agreement with Medic West. Hinton relies on *Sugar Creek* to provide emergency ambulance service to the District according to the terms of Hinton's agreement with Sugar Creek and as required by Oklahoma law.

Sugar Creek's oversight of Medic West. Unfortunately, Sugar Creek is failing to meet its legal and contractual obligations in several respects. We attempted to discuss this with Mr. Gardner on a couple of occasions and with the entire board during your February 25, 2020 special meeting. It became evident during those conversations that Sugar Creek does not supervise or monitor Medic West's performance or provision of emergency medical services to the District. In fact, members of the Board stated that Sugar Creek bears no responsibility for supervising or monitoring Medic West or requiring Medic West to perform as required by Oklahoma law and the contract. Mr. Gardner, in particular, insisted that *Hinton* is expected to monitor Sugar Creek's performance and report any problems to the Board.

Sugar Creek's agreement with Hinton.<sup>1</sup> The terms of the agreement between Sugar Creek and Hinton have changed very little since the parties first contracted in 2003. The agreement includes the following provisions:

1. Sugar Creek is to provide emergency medical services, including ambulance services equipped at the paramedic level, including but not limited to full-time emergency medical staff consisting of EMTs, intermediate EMTs, and/or paramedics (the "Services") to Hinton and the surrounding area by contracting with an authorized provider.
2. Sugar Creek must provide the Services 24 hours per day, 7 days per week.
3. Hinton pays Sugar Creek \$2,000.00 per month to assist with the cost of Sugar Creek's contract with the provider.
4. Hinton provides "a location within the Town of Hinton in which to house" the Services and which is "sufficient to house the necessary personnel so that coverage can be provided 24 hours per day, 7 days per week." Hinton pays for the upkeep, water, gas, and electrical service for the facility.
5. Sugar Creek is to ensure that the provider with which it contracts observes the rules and procedures for maintenance and housekeeping of the facility.

In 2014, Hinton contributed an additional \$100,000.00 to Sugar Creek to fund the purchase of a new ambulance for use in the District.

Sugar Creek's agreement with Medic West. According to the copy of the agreement we received from Mr. Gardner on February 25, 2020, Sugar Creek's purpose and goal is to provide emergency and non-emergency ambulance service to all people within the area included in the 522

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<sup>1</sup> A copy of each of the agreements discussed in this letter is enclosed for your easy reference.

District (reference is made to Exhibit A, but no exhibits are attached to the agreement). The agreement's terms include:

1. Medic West Oklahoma LLC is the "Provider."
2. Medic West Oklahoma LLC is an entity holding an Oklahoma license as an ambulance service (reference is made to the attached copy of the license, but no license is attached).<sup>2</sup>
3. Medic West is to provide emergency ambulance service as follows:
  - a. Services are to be provided full time, 24 hours per day, 7 days per week. "Unless Provider's employees are on an emergency run or an approved assignment *within the Ambulance Service District*, [there] shall be on site in Hinton, Oklahoma, at least two (2) employees." (§ 4(a), emphasis supplied.)
  - b. Medic West must arrange for backup service 24 hours per day, 7 days per week.
4. Medic West is responsible for billing and collection for services for all services it provides. Medic West is entitled to retain all collections.
5. Sugar Creek pays Medic West \$20,563.00 every month.
6. Medic West "shall establish and maintain a reliable phone system by way of which those in need . . . can immediately contact Provider via telephone" 24 hours per day, 7 days per week. Medic West is responsible for all dispatching under the agreement. (§ 9.)
7. Sugar Creek's ambulance "is in excellent condition" and "shall be available for use by Provider in fulfilling its duties under this Agreement. Sugar Creek will provide comprehensive collision and liability insurance coverage on said ambulances." (§ 12.)
8. Medic West is to maintain Sugar Creek's ambulances in good, safe, and clean condition and shall ensure that all recommended and special maintenance is performed by qualified personnel. Medic West is to provide proof of all maintenance and repairs to Sugar Creek. Medic West is to pay all expenses of fuel, maintenance, repairs, and cleaning. (§ 12(a).)
9. Sugar Creek is to provide offices out of which Medic West shall provide the services required by the agreement. The offices shall include quarters appropriate for 24-hour shifts and spaces that can be utilized for record-keeping, storage of equipment and supplies, and housing the ambulance. Medic West is to keep the offices in a clean and tidy condition and clean all common areas, including the kitchen, toilet, and shower areas at least once per week. (§ 13.)
10. Medic West is to deliver balance sheets and profit and loss statements, as well as any other records requested, to Sugar Creek on a quarterly basis. (§ 16.)
11. Medic West is to provide "detailed run records" to Sugar Creek on a monthly basis, no later than the 5<sup>th</sup> day of the month. The records are to be in the form attached as Exhibit C to the agreement (no exhibit C is attached). (§ 17.)

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<sup>2</sup> The agreement also states that proof of the authority of the person who signed the document on behalf of the Provider is attached. Again, no documents are attached to the agreement.

12. The term of the agreement, dated June 1, 2019, is July 1, 2018 to June 30, 2019. (§ 18.)

Caddo County Agreement. As noted above, Hinton is party to an Agreement for Ambulance Services with the Caddo County Commissioners. Although Hinton is identified as the “Provider” under the Caddo County Agreement it states that Hinton “will sub-contract with the Sugarcreek Emergency Services District and/or Lifeguard, Inc. or similar ambulance service.” To facilitate the per-run sales tax distribution, Medic West submits quarterly run reports directly to Caddo County. Hinton neither receives nor approves the reports. Upon approval of Medic West’s reports, Caddo County pays a share of the sales tax proceeds to Hinton. Hinton passes 100% of these funds through to Sugar Creek. According to the Caddo County Agreement:

1. No part of the funds paid under the agreement are to be expended upon administrative costs or fees.
2. Response time is an important aspect of the ambulance service. Provider will use its best efforts to provide an average response time of seven minutes for calls within a 5-mile radius of Hinton and an average response time of 30 minutes or less in the remainder of the service area.
3. Provider shall ensure that at least one ambulance is available at all times for emergency response to all areas of the District. Provider will supply a second ambulance to be on standby for calls while the first unit is assigned to a call or will have a signed mutual aid agreement with another EMS services to provide assistance in lieu of a second unit.
4. Provider may make calls outside the District if the calls are consistent with Provider’s “emergency medical services mission and the responsibilities of Provider” under the Agreement.

Issues and Concerns. The current circumstances, with Medic West acting on behalf of Sugar Creek, are troubling in numerous respects. Some specific examples we have attempted to address with you include:

1. Private and Out-of-District Runs – Use of Ambulances. Sugar Creek owns two fully-equipped ambulances, both of which are housed in the Hinton Fire Department. These are the ambulances Medic West uses in its service to the District.
  - a. Medic West also contracts to provide emergency medical services to the City of Geary’s 522 District. Medic West uses Sugar Creek’s ambulances and equipment to serve the Geary 522 District.
  - b. Medic West routinely makes non-emergency transfers or other runs which are not authorized by its contract with Sugar Creek. Medic West uses Sugar Creek’s ambulances and equipment on these runs.
  - c. Sugar Creek does not monitor or restrict Medic West’s use of Sugar Creek’s assets for services outside the District or outside the parameters of Medic West’s contract with Sugar Creek. Sugar Creek permits Medic West to use assets purchased by and for the benefit of the taxpayers of Caddo County and residents of the District in furtherance of Medic West’s for-profit business.
2. Medic West does not use Caddo County’s 911 dispatch system. Medic West does not dispatch through Caddo County’s 911 dispatcher. Instead, Medic West dispatches via

a private company located in Enid. Medic West's actions violate its agreement with Sugar Creek and place residents of the District at risk.

- a. District residents who need emergency ambulance services call 911 and are connected with Caddo County's dispatcher. Caddo County cannot dispatch Medic West but, instead, must call the private dispatcher in Enid. Incredibly, *Caddo County is put on hold* at times. Once the dispatcher in Enid collects the information from Caddo County, Enid calls Medic West and relays the 911 message.
  - b. Law enforcement and firefighters are unable to monitor and evaluate the location and expected time of arrival for Medic West personnel. Because Medic West routinely has both ambulances outside the District in service to Geary or otherwise, Medic West's response time *in Hinton* has at times been more than 20 minutes. Yet Medic West does not call in another service for backup.
  - c. On one occasion, Medic West complained to the Hinton Police Department because Hinton PD did not provide assistance to Medic West personnel who believed they were in danger. Hinton PD was unaware of the situation, however, because Medic West does not use the shared communication system.
3. Medic West is not available in the District. Generally, Medic West has two crews on call. The two crews use Sugar Creek's two ambulances to respond/service all of Medic West's runs within the District, within the Geary 522 District, *and* Medic West's numerous private runs. In addition, Medic West has at times kept one of the ambulances on standby outside the District so that it can respond to calls elsewhere.
  4. Sugar Creek does not receive and evaluate the required information from Medic West. As discussed above, Medic West is required to submit detailed run records, balance sheets, profit and loss statements, and other information to Sugar Creek every month. Medic West does not submit the information and Sugar Creek does not request it. Sugar Creek does not require that Medic West submit mileage and usage reports for Sugar Creek's equipment. And, according to Mr. Gardner, Sugar Creek often pays for the maintenance and upkeep of Sugar Creek's ambulances, contrary to the terms of its agreement with Medic West.

Other issues and concerns. We have a number of concerns that are not directly tied to the referenced agreements. These are matters that have, for the most part, come to our attention as we've been attempting to gather information and evaluate concerns.

1. Medic West stores Geary's ambulances in Hinton's Fire Station. Geary owns two ambulances which Medic West parked in Hinton's Fire Station without inquiry or permission.

*Please consider this Hinton's formal request that Sugar Creek require Medic West to remove Geary's ambulances from the Fire Station and to clean/repair the areas occupied by the unauthorized ambulances.*

2. Medic West houses its business in, and operates its business from, the Hinton Fire Station. Hinton agreed to provide housing, including utilities, for the *District's* ambulance services provider. Medic West's services to the District constitute only a portion of Medic West's business. Hinton did not intend to, and is not authorized to,

permit Medic West to operate its private, for-profit limited liability company, from our Fire Station.

*Please consider this Hinton's formal request that Sugar Creek require Medic West to remove all materials that are not slated for use in service to the District and all records that are not directly related to Medic West's service to the District from the Fire Station.*

3. Hinton's supplemental contributions. In addition to the sales tax and ad valorem payments from the residents of Hinton's School District,<sup>3</sup> the Town of Hinton has, since 2003, housed Sugar Creek in the Fire Station (including payment of all utilities) without charge and paid an additional \$2,000.00 per month to Sugar Creek. Hinton's reasoning for this extraordinary support was that we want to ensure quality emergency medical care is quickly available to area residents.

To add insult to injury on this point, we recently realized that, while Hinton has supplemented Sugar Creek to the tune of more than \$500,000.00 over the past 17 years, Sugar Creek has been building a savings account. When I asked why Sugar Creek was holding more than \$415,000.00 in its cash account as of June 30, 2019, Mr. Gardner made no bones about it. Sugar Creek is accumulating a reserve to build a base in Binger.<sup>4</sup>

4. Sugar Creek's response. As you will remember, I and several other representatives of the Town of Hinton attended your February 25, 2020 special meeting. We attempted to discuss every one of our concerns with the Board. Each of these matters was dismissed or discounted – or we were informed that the onus is on Hinton, not Sugar Creek, to ensure Medic West is providing services and conducting itself as required by its contract and the law. At the conclusion of the special meeting, Mr. Gardner informed the community that he did not think the Board had “much concern” about the issues raised during the meeting.

On March 9, 2020, Mr. Gardner met with Mayor Henry Warren, Town Attorney Kimberlee Spady, and me at Town Hall. We again attempted to address our concerns, with particular focus on the fact that Medic West continues to use assets that are owned by, and for the benefit of, Sugar Creek Ambulance District in Medic West's unrelated business ventures.

5. Medic West's response. At the outset of the Board's February 25 special meeting, Mr. Gardner invited Ray Simpson, Medic West's Director, to speak. Mr. Simpson declined, stating that he would wait until the end of the meeting so he could be sure to address everyone's concerns. Approximately 45 minutes later, Mr. Gardner asked Mr. Simpson to respond to the matters raised during the meeting. Mr. Simpson stated Medic West contracts with the 522 District and partners with its communities. He then declined to speak to any of the concerns raised during the meeting, based on the advice of his lawyer. He said Medic West's contract with Sugar Creek allows 10 days

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<sup>3</sup> According to Sugar Creek's most recent Estimate of Needs and Financial Statement, taxable property located within the Hinton Public School District comprises 63% of the District's valuations. The remaining 37% are in the Binger-Oney School District (25%) and Lookeba-Sickles School District (12%).

<sup>4</sup> We acknowledge that Mr. Gardner backtracked on this statement during the February 25, 2020 special meeting.



to respond to any problems. Medic West would therefore respond only upon its receipt of a written complaint.<sup>5</sup>

As far as we know, Sugar Creek has not advised Medic West, in writing, of the significant issues raised during the February 25 meeting. From all appearances, Medic West continues to use Sugar Creek's assets for Medic West's own benefit. Medic West has not improved its communication, staffing, or response times during the past month. Geary's ambulances still occupy two bays in the Hinton Fire Station.<sup>6</sup>

6. Sugar Creek's records. It has been quite difficult for us to gain access to Sugar Creek's records. Mr. Gardner advises the bulk of the records are kept in the Board secretary's home, though some are in a safe deposit box at Legacy Bank.

The Oklahoma Open Records Act requires that the Board's records be available for inspection and copying at least two days a week. 51 O.S. § 24A.6.

Hinton's requests and expectations. We are concerned and dismayed by the lack of good faith response – from either Sugar Creek or Medic West – to the specific and significant issues we've raised.

We expect Sugar Creek to develop updated agreements which resolve Hinton's concerns. Moreover, we expect the Board to actively oversee and monitor Medic West (or any other provider) to ensure the contract terms are met and Sugar Creek's assets are utilized to serve the District and no other person or entity. We anticipate this will require that the Board meet more often than quarterly.

We expect Sugar Creek to fully investigate the extent of Medic West's use of public assets for its own private gain. We expect Medic West to voluntarily disgorge itself of all income attributable to use of Sugar Creek's assets. If Medic West does not voluntarily take appropriate action, we expect Sugar Creek to pursue such action.

There is no Sugar Creek Board member from Hinton. We ask that the Board immediately request that the Caddo County Commissioners appoint a resident of Hinton to fill the Board seat that has been vacant for many years.

We ask that the Board secure its records in a safe location and make them available for public inspection and copying. To assist the Board in coming into compliance with the Open Records Act, the Town of Hinton is willing to devote a file cabinet in Town Hall and to appoint our Town Clerk as records custodian for the Sugar Creek Ambulance District.

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<sup>5</sup> In fact, Medic West's contract with Sugar Creek does not require written notice to Medic West, nor does it grant Medic West 10 days to respond to complaints or concerns. Rather, according to paragraph 19, the agreement may be terminated "only after the offending party is notified of the alleged breach [sic] and given ten (10) day [sic] to cure said breach unless Sugar Creek determines (in its sole discretion) that the Provider's breach results in a danger to the residents of the Ambulance Service District in which occurs [sic] immediate termination of this Agreement is authorized." Notably, either party may terminate the agreement without cause upon 60 days' notice.

<sup>6</sup> We have noticed that one of Geary's ambulances appears to have been repaired since the February 25 meeting. For the first time, Medic West seems to be using a Geary ambulance for some of its runs.

The Town of Hinton hopes to work with Sugar Creek to address these concerns and to ensure timely and reliable emergency ambulance service for all residents of the 522 District. We look forward to your response.

Sincerely,

A handwritten signature in black ink, appearing to read 'Shanon Pack', written over a horizontal line.

Shanon Pack  
Town Administrator

Enclosures

cc: Caddo County Board of Commissioners  
Attention: Caddo County Clerk  
P.O. Box 68  
Anadarko, Oklahoma 73005

Caddo County EMS Advisory Committee

Jason Hicks, District Attorney

Board of Trustees, Town of Hinton

Ray Simpson, Director, Medic West

8/10/2020

To: Town Board of Hinton, Oklahoma

Official Notice of Termination of Agreement

This letter is to notify you as of 8/10/2020, Sugar Creek Ambulance Board is terminating the currently active agreement and intention to vacate the Hinton fire station currently occupied by Medic West no later than 11/8/2020.

Approved by the Board of Directors of Sugar Creek Ambulance Service this day of 8/10/2020.



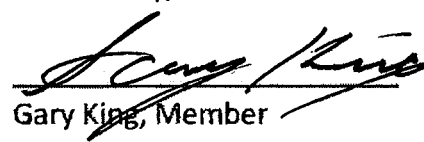
Keith Gardner, President of SCAS



Randy House, Member



Patti Sharry, Member



Gary King, Member

ALWAYS GROWING

ALWAYS PROSPERING

# HINTON



Phone: (405) 542-3255

PO Box 159

125 East Main Street  
Hinton, OK 73047

hintonok.com

May 24, 2021

**Via U.S. Mail**

**Sugar Creek Emergency Medical Services District**

Keith Gardner, President

Carol Price, Secretary/Clerk

Post Office Box A

Binger, Oklahoma 73009

**Via Email**

**Sugar Creek Emergency Medical Services District**

CPrice@binger-oney.k12.ok.us

**Re: Hinton Fire Station – Occupation by Sugar Creek Ambulance District/Medic West**

Dear Trustees:

We understand Sugar Creek Ambulance District has relocated its emergency medical services to the Town of Lookeba and Medic West, Sugar Creek's contracted provider, is now operating out of Lookeba Town Hall. We noticed on May 12, 2021 that Medic West's essential equipment and most personal property had been removed from the Hinton Fire Station. Progress on the move seems to have stalled, however. Last week, we observed furnishings and personal property that we believe belong to Medic West or its employees in the Fire Station living quarters and office equipment, supplies, and records in the office and common area. In addition, we note that the ambulance that has been stored in one of the Fire Station bays remains in that bay.

Sugar Creek and Medic West continued to occupy the Hinton Fire Station long after November 8, 2020 – the date you assured us you would vacate the property. We understand Sugar Creek has entered into a contract with the Town of Lookeba and are pleased to know Medic West is happy with its new location.

Although we anticipate that Sugar Creek and Medic West intend to remove all property and clean the Fire Station, as well as repair the damage caused during use, we do want to eliminate the risk of any misunderstanding. Please ensure that the Fire Station has been cleared of Sugar Creek/Medic West's property, and that the facility is clean and all repairs are complete, by June 30, 2021.

Of course, if this is done prior to June 30, 2021, we would appreciate the courtesy of a notification. For security purposes, we will arrange for the locks on the Fire Station to be changed no later than July 1, 2021.

Sincerely,

Henry Warren, Mayor

Handwritten signature of Henry Warren.

Janie Smallwood, Trustee

Handwritten signature of Janie Smallwood.

Brandon Hill, Vice Mayor

Handwritten signature of Brandon Hill.

Casey McLoud, Trustee

Handwritten signature of Casey McLoud.

Shelly Newton, Trustee

Handwritten signature of Shelly Newton.

cc: Medic West



## **Request for Proposals Ambulance Service – Town of Hinton, Oklahoma**

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Bid Title Request for Proposals for Ambulance Service in the Town of Hinton, Oklahoma

RFP Issued June 25, 2021

Questions/Clarifications End Date July 9, 2021 (5:00 p.m. CST)

Proposals Due July 13, 2021 (3:00 p.m. CST)

Contract to Commence September 1, 2021 (anticipated)

Bid Contact(s)

*Further information and clarifications:*

Shanon Pack, Town Administrator  
123 E. Main Street  
Post Office Box 159  
Hinton, Oklahoma 73047  
Email: Administrator@hintonok.com  
Phone: (405)542-3253  
Fax: (405)542-6494

*Bid Submission:*

Beverly Ball, Town Clerk  
123 E. Main Street  
P.O. Box 159  
Hinton, Oklahoma 73047

## **Request for Proposals – Ambulance Service**

### **Town of Hinton, Oklahoma**

Date Issued: June 25, 2021

The Town of Hinton, Oklahoma is seeking proposals from licensed emergency service providers who wish to serve the residents of the Town of Hinton, with service to commence on September 1, 2021 or as soon as possible thereafter.

The successful bidder (“Provider”) will be housed in the Hinton Fire Station, which is located at 115 S. Broadway in Hinton. The proposed start date for services in Hinton is September 1, 2021. The initial term of the contract will be September 1, 2021 to June 30, 2024.

***For further information, contact Shanon Pack, Town Administrator, at 405-542-3253 or [administrator@hintonok.com](mailto:administrator@hintonok.com).***

#### **Qualifications and Requirements for Proposer/Provider**

The following are the minimum requirements for the successful bidder.

1. Provider will speedily deliver high-quality, professional emergency medical care to the citizens of the Town of Hinton and all others it serves.
2. Provider will be legally-authorized and licensed to operate in the State of Oklahoma, with all registrations and filings current.
3. Provider will supply at least one fully-equipped and fully-staffed Advanced Life Support (“ALS”) capable ambulance. The ambulance shall be staffed by a non-driver who is licensed by the OSDH at the paramedic level or higher and a driver who is licensed by the OSDH as a First Responder or higher. This ambulance will be stationed within the Town of Hinton 24 hours per day/7 days per week.
4. A second ALS capable ambulance, staffed at the same levels as the primary ambulance, shall be available as a reserve unit and shall immediately dispatch to Hinton when the primary ambulance departs the municipality’s limits. Provider shall have additional similarly staffed and capable ambulances, or shall be party to mutual-aid agreements, so as to ensure that Hinton is covered at the agreed-upon levels of care at all times and under all circumstances (assuming regular conditions).
5. All ambulances shall be less than ten years old.
6. Provider will maintain current radio capabilities relating to radio communication with other agencies and will use the Caddo County 911 COM-Center to relay radio traffic and call data.

7. Provider will respond with an ALS ambulance staffed with a paramedic to all emergency calls within the boundaries of the Town of Hinton within seven minutes and zero seconds (7:00) at least 90% of the time.

8. Provider will deliver monthly run reports to the Town of Hinton. The reports will include dispatch time, response time, enroute time, on-scene time, depart scene time, transport time, back to service time, location of call, and disposition.

9. Provider will operate in conformity with all rules and regulations pertaining to Emergency Medical Services of the Oklahoma Department of Health Services; as they currently exist and as they may be amended from time to time (the EMS regulations), and the laws of the State of Oklahoma.

10. Provider will meet all OSHA standards and requirements EMS providers.

11. Provider will respond to all emergency requests for service without regard to the patient's race, sex, age, national origin, or ability to pay.

12. All ambulances utilized by Provider shall be ALS capable and staffed with a paramedic or higher.

13. Provider will support and assist the First Responder Programs operated or supported by the Town of Hinton. Provider will provide access to Provider's educational programs needed for the continued certification of First Responders.

14. Provider will work closely and cooperate with the Hinton Fire Department and the Fire Chief. Provider will support Hinton's First Responders through education and training.

15. Provider will provide and support in-service training for First Responders, which will benefit the EMS system as a whole. This training shall, at a minimum, facilitate on-scene interactions with Provider's personnel by providing joint EMS training.

16. Provider will post an ambulance at all high school football games in Hinton. Provider will also post an ambulance at the Hinton Fair, rodeos, authorized Hinton Street Races, and other events as Provider deems prudent or as otherwise agreed upon.

17. Provider will supply fully-equipped ambulances and any other necessary vehicles and will be responsible for safekeeping, repair, and maintenance.

18. All ambulances must meet or exceed both federal and state requirements for ALS ambulances. Provider may stock ambulances above federal and state requirements.

19. Provider will be responsible for billing and collections in connection with all services rendered.

20. Provider will carry insurance, issued by a carrier licensed to do business in the State of Oklahoma and naming Hinton as an additional insured, as follows:

Comprehensive General Liability	\$1,000,000.00/\$2,000,000.00
Comprehensive Liability (all vehicles):	\$1,000,000.00/\$2,000,00.00
Excess/Umbrella Coverage	\$3,000,000.00
Workers' Compensation	State Requirements

Hinton shall be named as an additional insured on all liability insurance policies.

### **Hinton's Potential Contribution**

A part of the Hinton Fire Station, to include a sleeping area, one garage bay, and one office at a minimum, will be available for use by Provider at no charge. Hinton will pay all expenses for maintenance, cleaning, and utilities.

### **Pertinent Information**

1. The Town of Hinton is located within the Sugar Creek Ambulance District ("SCAD"), which is a 522 District comprised of the Hinton, Lookeba-Sickles, and Binger-Oney School Districts. Hinton understands SCAD has contracted with Medic West to provide EMS services. SCAD and Medic West are located in Lookeba, Oklahoma.

2. On August 25, 2020, Hinton enacted a sole-source provider ordinance which authorizes Hinton to contract for emergency medical services for its citizens.

3. Caddo County assesses a ¼% sales tax for the benefit of emergency medical service providers in the County. That funding, apportioned and paid according to the applicable formula, may be available to support Provider's service in Hinton.

4. All bidders should consult with the OSDH EMS Division and their own legal counsel to evaluate the circumstances and the service area.

5. The Town of Hinton is approximately 3.2 square miles in area, with SH-37 and I-40 intersecting at the northern end. The Town's total population is slightly more than 3,200, with about 11% of its citizens being over the age of 65 years.

6. Interested providers are encouraged to contact Shanon Pack, Town Administrator, directly to schedule a meeting to inspect the Fire Station and to obtain any further needed information.

7. Those interested should monitor the Town of Hinton's website and Facebook page. Any additional pertinent information will be posted. Verbal information or explanations given by any employee or representative of the Town of Hinton shall be considered informal unless confirmed in writing.



8. The Town of Hinton will enter into a written contract with the chosen provider. This Request for Proposal and the approved and accepted Proposal will become a legally binding addendum to the parties' contract.

### **Requirements for Proposal**

Every Proposal shall include, at a minimum, the following:

1. Provider's basic information, including business structure, principals' names and qualifications, licensing information.
2. Detailed company history.
3. Detailed qualifications, including applicable experience.
4. Names and contact information for at least three (3) other municipalities or organizations with which Provider has contracted for EMS services.
5. Proposals which deviate from this Request for Proposals will be accepted and considered. Any exception or deviation must be clearly noted and explained.
6. **Instructions:** **Eight (8) copies of each Proposal** must be submitted in a sealed envelope no later than 3:00 p.m. CST on July 13, 2021.

Proposals may be mailed or hand-delivered to the Town Clerk at P.O. Box 159, 123 E. Main Street, Hinton, Oklahoma 73047. The envelope must be clearly marked on the outside as "**Proposal for Ambulance Services.**"

*Unsealed, late, emailed, or faxed proposals will not be accepted.*

### **Opening and Award**

Proposals will be opened publicly on July 13, 2021, shortly after 3:00 p.m. The Town Administrator may, at his discretion, gather further information, including meeting with one or more proposer.

A meeting of the Town Board of Trustees will be held at a date and time to be determined to select a provider and award the contract.

### **Additional Information**

1. All proposals become the property of Hinton and will therefore be considered a public document which will be open to public viewing after the bid opening.
2. Hinton reserves the right to accept or reject any or all proposals, in whole or in part, and to accept other than proposal submitted at the lowest cost to Hinton. Hinton does not, by publishing this Request, commit to make an award or enter into a

contract with any proposer. Hinton will not pay or reimburse any proposer for any expense incurred in responding to this request.

3. Hinton further reserves the right to:

a. make whatever investigations or inquiries it believes are prudent to evaluate the proposal, competency, and ability of any proposer, including inspection of the proposer's facilities and equipment and contacting other people or entities regarding the proposer, whether the proposal identifies them as references or not;

b. waive or correct any technical defect, qualification, omission, informality, or irregularity in any proposal received;

c. amend, modify, or withdraw this Request for Proposal;

d. require supplemental statements or information from any proposer;

e. extend the deadline for responses to this Request for Proposal.

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Oklahoma State Department of  
Health Protective Health Services  
Emergency Systems  
Emergency Medical Services Division  
1123 Robert S. Kerr Ave Suite 1702  
Oklahoma City, OK 73102-6406  
Telephone: (405) 271-4027  
Fax: (405) 271-4240

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# **2019 and 2020 Oklahoma Ambulance Registry**

**Medford Ambulance****License # 036**

Basic Life Support Agency

County: GRANT Region: 1

**Mailing Address**PO Box 123  
Medford, OK 73759**Physical Address**604 N. Front Street  
Medford, OK 73759**Employee Information**Full Time:  
Part Time:0  
Volunteers: 10**Director:****Lisa Skrdls**Email: cityofmedfordok@yahoo.com  
Phone: 580-395-2823**Secondary Point of Contact:****Kacy Wallace**Email: Medfordoklaems@gmail.com  
Phone: (580) 395-2875**Miscellaneous Information**Medical Director: Worden, Robert  
EMS Council or Board: False  
Type of Owner: Governmental: City  
Type of Operations: 3rd Service(not Fire or Police  
Funding Methods: Charges, Donations, Sales Tax,  
Subscriptions, Subsidy  
Number of Vehicles: 2  
Number of Substations:  
Emergency Phone: 580-395-2356**Medic West, LLC****License # 445**

Basic Life Support Agency

County: CANADIAN Region: 3

**Mailing Address**1812 Cheryl Drive  
El Reno, OK 73036**Physical Address**115 S. Broadway  
Hinton, OK 73047**Employee Information**Full Time:7  
Part Time:4  
Volunteers:**Director:****Ray Simpson**Email: rayleesimp@aol.com  
Phone: 405-627-5465**Secondary Point of Contact:**Email:  
Phone:**Miscellaneous Information**Medical Director:  
EMS Council or Board: False  
Type of Owner: Private: For Profit  
Type of Operations: 3rd Service(not Fire or Police  
Funding Methods: Ad Valorem Tax, Charges, Sales  
Tax  
Number of Vehicles: 5  
Number of Substations: 0  
Emergency Phone: Yes

RETURN TO:  
Town of Hinton  
PO Box 159  
Hinton, OK 73047

Instrument  
202000004122

Volume Page  
3169 656

202000004122  
Filed for Record in  
CADD0 COUNTY OKLAHOMA  
RHONDA JOHNSON, COUNTY CLERK  
08-31-2020 At 09:18 am.  
ORDINANCE 20.00  
Volume 3169 Page 656 - 657

## ORDINANCE NO. 2020-08

An Ordinance of the Town of Hinton, Oklahoma amending Chapter 9 the Town of Hinton's Code of Ordinances Concerning Health and Safety to Include a New Article 3 Concerning Ambulance Service; Establishing a Sole Provider System for Ambulance Services; Renumbering Articles 3 and 4; Providing for Severability; Repealing Conflicting Ordinances; and Declaring an Emergency.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF HINTON, OKLAHOMA:**

**SECTION 1:** Chapter 9 of the Town of Hinton's Code of Ordinances is hereby amended to include a new Article 3 which shall read, in full, as follows:

### Article 3 Ambulance Service

#### Section 9-300. Sole Provider System Established.

A. The Town of Hinton is authorized to regulate and control Ambulance Service transports originating within the municipality. The Town of Hinton hereby establishes a sole-provider system for stretcher van and Ambulance Service transports within the Town of Hinton, Oklahoma and declares it is the public policy of the Town of Hinton that only one ambulance/emergency medical service shall be authorized to provide services within the Town of Hinton at any time.

B. The stretcher aid van and ambulance and emergency services so authorized shall be designated as the "sole source provider" for such services, as that term is utilized or defined by the Department of Health of the State of Oklahoma.

C. No stretcher aid van or ambulance/emergency medical service shall operate or do business within the limits of the Town of Hinton unless appointed as the "sole source provider" for the Town of Hinton.

State Law reference: 63 O.S. § 1-2515.

#### Section 9-301. Provider Designated.

By resolution or contract, the Town of Hinton Board of Trustees shall periodically appoint the service or entity to provide stretcher van and Ambulance Service transports within the Town of Hinton and to classify said service or entity as the "sole source provider" for the Town of Hinton.

#### Section 9-302. Penalty.

A violation of any section of this ordinance, and each violation thereof, shall constitute a misdemeanor, punishable by a fine and costs as otherwise specified in these Ordinances..

Sections 9-303 through 9-399. (Reserved for future use.)

#### SECTION 2: Articles 3 and 4 Renumbered; Otherwise Unchanged.

A. Chapter 3, Article 3 – Miscellaneous Provisions is hereby renumbered as Chapter 3, Article 4.

B. Chapter 3, Article 4 – Penalty is hereby renumbered as Chapter 3, Article 5.

C. Chapter 3 of the Code of Ordinances shall remain unchanged except as specifically provided in this Ordinance 2020-08.

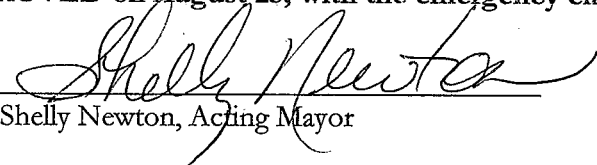


**Section 3.** Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, said portion shall be deemed a separate, distinct, and independent provision and such holder shall not affect the validity of the remaining portion of the ordinance.

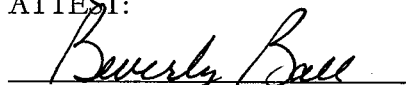
**Section 4.** Conflicting Provisions Repealed; Numbering. Should any provision of this Code of Ordinances present an irreconcilable conflict with the present provision, the provisions contained herein shall govern in the specific situation and the conflicting provision is hereby specifically repealed. This provision may be renumbered at any time by the scrivener or codifier for clarity, ease of reference, or to resolve a conflict in numbering.

**Section 5.** Emergency. The Board of Trustees hereby finds and declares that an emergency exists such that, for the preservation of the public peace, health, safety and welfare of the residents of the Town of Hinton, Oklahoma, this Ordinance shall be in full force and effect immediately upon its passage as required by law.

Ordinance 2020-08 is hereby **PASSED AND APPROVED** on August 25, with the emergency clause separately considered, voted on, and approved.

  
Shelly Newton, Acting Mayor

ATTEST:

  
Beverly Ball, Town Clerk



# AFFIDAVIT OF PUBLICATION

STATE OF OKLAHOMA,  
COUNTY OF CADDO, ss.

I, the undersigned, being of lawful age, being duly sworn and authorized, says that I am a duly authorized agent of *The Anadarko Daily News*, a daily newspaper printed in the English language, in the city of Anadarko, Caddo County, Oklahoma, having a paid general subscription circulation in said County, with entrance into the United States mails as second class matter in said County, and published and printed in said County where delivered to the United States mail, that said newspaper has been continuously and uninterruptedly published in said County during a period of one hundred four (104) consecutive weeks immediately prior to the first publication of the attached notice, advertisement or publication; and that said newspaper comes within the requirements of Title 25, Oklahoma Statute 108 effective November 1, 1983, and complies with all other requirements of the laws of Oklahoma with reference to legal publication.

That said notice, a true copy of which is attached hereto, was published in the regular edition of said newspaper during the period and time of publication and not in a supplement, on the following dates:

**August 28, 2020**

By: Thelma McBride-Roman

Subscribed and sworn before me this 31st day of August, 2020.

Carla McBride-Alexander  
Notary Public

My commission expires: May 26, 2023  
My commission number: 03007596

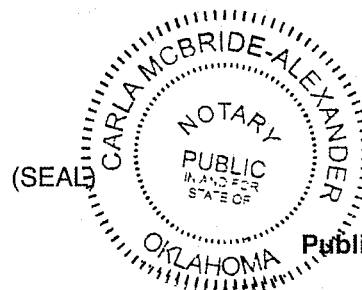


EXHIBIT K  
Page 3 of 3

Publishing Fee: \$9.50

PUBLISHED IN THE  
ANADARKO DAILY NEWS  
August 28, 2020  
Ordinance No. 2020-08  
An Ordinance of the Town of Hinton, Oklahoma amending Chapter 9, the Town of Hinton's Code of Ordinances Concerning Health and Safety to include a New Article 3, Concerning Ambulance Service; Establishing a Sole Provider System for Ambulance Services; Renumbering Articles 3 and 4; Providing for Severability; Repealing Conflicting Ordinances; and Declaring an Emergency.

Oklahoma Administrative Code

Title 310. Oklahoma State Department of Health (Refs & Annos)

Chapter 641. Emergency Medical Services

Subchapter 3. Ground Ambulance Service

Part 3. Ground Ambulance Services

Okla. Admin. Code 310:641-3-10

310:641-3-10. License required

Currentness

(a) No person, company, governmental entity or trust authority shall operate, advertise, or hold themselves out as providing any type of ambulance service without first obtaining a license to operate an ambulance service from the Department. The Department shall have sole discretion to approve or deny an application for ambulance service license based on the ability of the applicant to meet the requirements of this rule.

(b) Governmental entities that respond to requests for service off governmental property are required to become licensed by the Department.

(1) Governmental entities not licensed by the Department may be part of mutual aid and disaster plans.

(2) Governmental entities may transport patients of governmental entities off governmental property to appropriate facilities.

(3) Contractors for governmental entities that provide transport services shall be licensed by the Department.

(c) Persons, companies, and governmental entities which operate on their own premises, are exempt from this licensing requirement, unless an ambulance patient is transported on the public streets and highways of Oklahoma, or outside of their own premises.

(d) An application for a license to operate an ambulance service shall be submitted on forms prescribed and provided by the Department. Ground, air, stretcher aid van and specialty care services shall each be considered a separate license.

(e) The application shall be signed under oath by the party or parties seeking to secure the license.

(f) The party or parties who sign the application shall be considered the owner or agent (licensee), and responsible for compliance to the Act and rules.

(g) The application shall contain, but not be limited to the following:



(1) a statement of ownership which shall include the name, address, telephone number, occupation and/or other business activities of all owners or agents who shall be responsible for the service;

(A) If the owner is a partnership or corporation, a copy of incorporation documents and the name of all partner(s) or stockholder(s) with an ownership interest of five (5%) percent or more (principal), and the name and addresses of any other ambulance service in which any partner or stockholder holds an interest shall also be included.

(B) If the owner is an entity of government, governmental trust, trust authority, or non- profit corporation, the name of each board member, or the chief administrative officer and/or chief operation officer shall be included.

(C) A business plan which includes a financial disclosure statement showing evidence of the ability to sustain the operation for at least one (1) year.

(2) proof of vehicle and liability insurance, at least in the amount of one million dollars (\$1,000,000.00) or to the amount provided for in "The Governmental Tort Claims Act", Title 51 O.S. Section 151 et seq. This insurance requirement shall remain in effect at all times while the service is licensed;

(3) proof of professional liability insurance, at least in the amount of one million dollars (\$1,000,000) or to the amount provided for in "The Governmental Tort Claims Act," Title 51 O.S. Section 151 et seq. This insurance requirement shall remain in effect at all times while the service is licensed;

(4) Proof of participation in a workers' compensation insurance program for employees who are subject to pertinent labor laws. This insurance requirement shall remain in effect at all times while the service is licensed;

(5) each licensee shall have medical control as prescribed by the Act and these rules;

(6) a copy of any contract(s) for vehicles, medical equipment, and/or personnel, if such exist;

(7) a copy of patient care protocols and quality assurance plan or policy as required by the medical director and as prescribed by the Act and this chapter;

(A) The Department may require quality assurance documentation for review and shall protect the confidentiality of that information.

(B) The quality assurance documentation shall be maintained by the agency for three (3) years.

(C) The quality assurance policy shall include, but not be limited to:

- (i) policy to review refusals,
  - (ii) policy to review air ambulance utilization,
  - (iii) policy to review airway management,
  - (iv) policy to review cardiac arrest interventions,
  - (v) policy to review time sensitive medical and trauma cases,
  - (vi) policy to review other selected patient care reports not specifically included, and
  - (vii) policy to provide internal and external feedback of findings determined through reviews. Documentation of the feedback will be maintained as part of the quality assurance documentation;
- (8) Documents that support agency licensure from the governmental authority(ies) having jurisdiction over the proposed emergency response area. If the emergency response area encompasses multiple jurisdictions, a written endorsement shall be presented from each and will be consistent with the County EMS plan as required in 19 O.S. Section 1 - 1203. Each endorsement shall contain the following;
- (A) a map and written description of the endorsed or approved response area,
  - (B) name(s) and title(s) of the person(s) providing approval,
  - (C) any expiration date,
  - (D) name of the service receiving the endorsement.
- (9) a description of the proposed level of service in the proposed licensed service area, including:
- (A) a map defining the licensed service area including location(s) of base station, substations, and posts;
  - (B) a description of the level of care to be provided, describing variations in care within the proposed service area, and;
  - (C) en route response time standards consistent with the requirements in this Chapter.
- (10) written policy addressing:

- (A) receiving and dispatching emergency and non-emergency calls;
  - (B) ensuring compliance with State and local EMS communication plans.
- (11) a response plan that includes:
- (A) providing and receiving mutual aid with all surrounding, contiguous, or overlapping, licensed service areas,
  - (B) providing for and receiving disaster assistance in accordance with local and regional plans and command structures such as an incident command structure using national incident management support models.
- (12) confidentiality policy ensuring confidentiality of all documents and communications regarding protected patient health information.
- (13) An application for an initial, or new license, shall be accompanied by a non-refundable fee of six hundred (\$600.00) dollars plus twenty (\$20.00) dollars for each vehicle, in excess of two (2) vehicles utilized for patient transport. An additional fee of one hundred fifty (\$150.00) dollars shall be included for each ambulance substation in addition to the base station.
- (14) If an area of Oklahoma is being served by a licensed ambulance service, or services, and the area has adopted “sole source” resolutions or ordinances or an Emergency Services District as established pursuant to Article 10, Section 9 (c) of the Oklahoma Constitution, the Department shall require the approval of the community(ies) and/or the emergency medical services authority of that service area, before an additional ambulance service shall be licensed for that same service area.

#### **Credits**

[Source: Added at 8 Ok Reg 3143, eff 7-18-91 (emergency); Added at 9 Ok Reg 1495, eff 5-1-92; Amended at 17 Ok Reg 392, eff 11-1-99 (emergency); Amended at 17 Ok Reg 2948, eff 7-13-00; Amended at 18 Ok Reg 2501, eff 6-25-01; Amended at 21 Ok Reg 2755, eff 7-12-04; Amended at 23 Ok Reg 2386, eff 6-25-06; Amended at 24 Ok Reg 1183, eff 4-2-07 (emergency); Amended at 25 Ok Reg 2443, eff 7-11-08; Amended at 33 Ok Reg 1529, eff 9-11-16]

Current through rules published in Volume 38, Number 21 of the Oklahoma Register dated July 15, 2021.

OAC 310:641-3-10, OK ADC 310:641-3-10

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End of Document

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Oklahoma Administrative Code

Title 310. Oklahoma State Department of Health (Refs & Annos)

Chapter 641. Emergency Medical Services

Subchapter 3. Ground Ambulance Service

Part 3. Ground Ambulance Services

Okla. Admin. Code 310:641-3-11

310:641-3-11. Issuance of a ground ambulance license

Currentness

(a) The Department shall have sole discretion to approve or deny an application for a ground ambulance service license based on the ability of the applicant to meet the requirements of this subchapter.

(b) A license may be issued for Basic Life Support, Intermediate Life Support, Advanced Life Support, or Paramedic Life Support.

(1) Basic life support means that the ambulance service vehicles are equipped with the minimum basic equipment, and staffed with at least one EMT on each request for emergency medical services.

(2) Intermediate life support means that the ambulance service vehicles are equipped with the minimum intermediate equipment, and staffed with at least one Intermediate on each request for emergency medical services, except as permitted in this subchapter.

(3) Advanced life support means that the ambulance service vehicles are equipped with the minimum advanced EMT equipment and staffed with at least one Advanced EMT on each request for service, except as permitted in this subchapter.

(4) Paramedic life support means that the ambulance service vehicles are equipped with the minimum paramedic equipment, and staffed with at least one EMT-P on each request for emergency medical services, except as permitted in this subchapter.

(c) The license shall be issued only for the name, service area (area of coverage), level, and type of service given in the application.

(d) The license is not transferable or assignable.

(e) The initial license period shall expire the second June 30, following the date of issue. Subsequent renewal periods shall be twenty-four (24) months, or two (2) years.

(f) A temporary license, not to exceed one hundred twenty (120) days and for one (1) time only, may be issued at the sole discretion of the Department to an applicant that substantially meets all requirements of the application. Factors that may also be considered include:

- (1) an area of Oklahoma that may otherwise be without ambulance service;
- (2) the safety, need, and well-being of the public and general populace to be served by the ambulance service;
- (3) availability of personnel in the area and equipment of the ambulance service;
- (4) financial ability of the applicant to meet the minimum standards of emergency medical services law;
- (5) the number of estimated runs to be made by the ambulance service;
- (6) the desire of the community(ies) to be served.

(g) The original, or a copy of the original, license shall be posted in a conspicuous place in the principal business office. If an office, or other public place is not available, then the license shall be available to anyone requesting to see the license, during regular business hours. A copy of the license shall be provided to the governmental agency(ies) providing a letter of support.

(h) A licensed ambulance service may request a voluntary downgrade of its ambulance service license to certification as Emergency Medical Response Agency. The Department shall verify that the agency can maintain the requirements for Emergency Medical Response Agency Certification. No fee shall be required for such a downgrade.

(i) The Department shall have the authority to upgrade or downgrade an Intermediate, Advanced or Paramedic life support ambulance provider's license upon evidence that the license no longer meets existing license requirements for that level of care.

- (1) Under no circumstance shall a downgrade be for less than basic life support.
- (2) The service must continue to use approved protocols at the lower license level.
- (3) The service must continue to provide care under appropriate medical direction.
- (4) A fee of fifty (\$50.00) dollars shall be required for reinstatement.

#### **Credits**

[Source: Added at 8 Ok Reg 3143, eff 7-18-91 (emergency); Added at 9 Ok Reg 1495, eff 5-1-92; Amended at 11 Ok Reg 3843, eff 7-11-94; Amended at 17 Ok Reg 392, eff 11-1-99 (emergency); Amended at 17 Ok Reg 2948, eff 7-13-00; Amended

**EXHIBIT L**  
**Page 6 of 7**

at 19 Ok Reg 386, eff 11-19-01 (emergency); Amended at 19 Ok Reg 1053, eff 5-13-02; Amended at 19 Ok Reg 2087, eff 6-27-02; Amended at 21 Ok Reg 2755, eff 7-12-04; Amended at 22 Ok Reg 2418, eff 7-11-05; Amended at 23 Ok Reg 2386, eff 6-25-06; Amended at 24 Ok Reg 1991, eff 6-25-07; Amended at 33 Ok Reg 1529, eff 9-11-16]

Current through rules published in Volume 38, Number 21 of the Oklahoma Register dated July 15, 2021.

OAC 310:641-3-11, OK ADC 310:641-3-11

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End of Document

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**Full document may be accessed on the State Auditor &  
Inspector's website: <https://tinyurl.com/6yxjmrrm>**

SUGAR CREEK AMBULANCE SERVICE  
EMERGENCY MEDICAL SERVICE BOARD  
2020-2021  
ESTIMATE OF NEEDS  
AND FINANCIAL STATEMENT OF THE  
FISCAL YEAR 2019-2020

EMERGENCY MEDICAL SERVICE BOARD  
THE COUNTY OF CADDO  
STATE OF OKLAHOMA

Two copies of this Financial Statement and Estimate of Needs should be filed with the County Clerk not later than August 17 for all Counties. After approval by the Excise Board and the levies are made, both statements should be signed by the appropriate Board Members. One complete signed copy must be sent to the State Auditor and Inspector, Suite 106, 4200 N. Lincoln Blvd., Oklahoma City, OK 73105-3453. If publication may not be had by date required for filing, affidavit and proof of publication are required to be attached within five days after date of filing.

THE 2020-2021 ESTIMATE OF NEEDS AND FINANCIAL  
STATEMENT OF THE FISCAL YEAR 2019-2020

PREPARED BY Angel, Johnston & Blasingame P.C.  
SUBMITTED TO THE CADDO COUNTY  
EXCISE BOARD THIS 28th DAY OF September 2020

EMERGENCY MEDICAL SERVICE BOARD

Chairman ✓ Kath Gardner

Member ✓ Doug King

Member ✓ Randy House

Member ✓ \_\_\_\_\_

Member ✓ Patti Sharkey

Member ✓ \_\_\_\_\_

Clerk ✓ Carol Price Rhonda Johnson



RECEIVED  
OCT 13 2020

**Sugarcreek Ambulance District  
2020-2021 Valuations**

|                                        | <u>Binger<br/>Oney</u> | <u>Hinton</u>       | <u>Lookeba</u>      | <u>Total</u>            |
|----------------------------------------|------------------------|---------------------|---------------------|-------------------------|
| <b>Caddo County</b>                    |                        |                     |                     |                         |
| Real Property                          | \$ 7,314,414.00        | 11,304,492.00       | 3,702,527.00        | \$ 22,321,433.00        |
| Personal Property                      | 9,843,111.00           | 15,488,430.00       | 4,284,471.00        | 29,616,012.00           |
| Public Service Property                | <u>4,076,310.00</u>    | <u>4,012,461.00</u> | <u>1,264,225.00</u> | <u>9,352,996.00</u>     |
| Total Caddo County                     | \$ 21,233,835.00       | 30,805,383.00       | 9,251,223.00        | \$ 61,290,441.00        |
| <b>Blaine County</b>                   |                        |                     |                     |                         |
| Real Property                          |                        | 37,118.00           |                     | 37,118.00               |
| Personal Property                      |                        | 27,171.00           |                     | 27,171.00               |
| Public Service Property                |                        | <u>81,950.00</u>    |                     | <u>81,950.00</u>        |
| Total Blaine County                    | \$ -                   | 146,239.00          | -                   | \$ 146,239.00           |
| <b>Canadian County</b>                 |                        |                     |                     |                         |
| Real Property                          |                        | 5,890,439.00        | 15,159.00           | 5,905,598.00            |
| Personal Property                      |                        | 14,619,875.00       | 345,320.00          | 14,965,195.00           |
| Public Service Property                |                        | <u>1,583,737.00</u> | <u>3,993.00</u>     | <u>1,587,730.00</u>     |
| Total Canadian County                  | \$ -                   | 22,094,051.00       | 364,472.00          | \$ 22,458,523.00        |
| <b>Total Valuation</b>                 | <b>\$21,233,835</b>    | <b>\$53,045,673</b> | <b>\$9,615,695</b>  |                         |
| <b>Total Valuations<br/>% of Total</b> | <b>25.3%</b>           | <b>63.2%</b>        | <b>11.5%</b>        | <b>\$ 83,895,203.00</b> |
| Total Real Property                    | 28,264,149.00          |                     |                     |                         |
| Total Personal Property                | 44,608,378.00          |                     |                     |                         |
| Total Public Service                   | <u>11,022,676.00</u>   |                     |                     |                         |
| Total Valuations                       | <u>83,895,203.00</u>   |                     |                     |                         |



**SUGAR CREEK AMBULANCE SERVICE DISTRICT  
STATUTORY REPORT  
FISCAL YEAR ENDED JUNE 30, 2015**

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**Presentation of Collections, Disbursements, and Cash Balances of District Funds**

|                               |                          |
|-------------------------------|--------------------------|
| Beginning Cash Balance July 1 | <u>\$ 262,586</u>        |
| Collections                   |                          |
| Ad Valorem Taxes              | 175,086                  |
| Miscellaneous Revenues        | <u>138,627</u>           |
| Total Collections             | <u>313,713</u>           |
| Disbursements                 |                          |
| Provider Contract             | 246,756                  |
| Maintenance and Operations    | <u>35,154</u>            |
| Total Disbursements           | <u>281,910</u>           |
| Ending Cash Balance June 30   | <u><u>\$ 294,389</u></u> |

*Source: District Estimate of Needs (presented for informational purposes)*

## Presentation of Collections, Disbursements, and Cash Balances of District Funds for FY 2016

|                                | <u>FY 2016</u>           |
|--------------------------------|--------------------------|
| Beginning Cash Balance, July 1 | <u>\$ 294,389</u>        |
| Collections                    |                          |
| Ad Valorem Tax                 | 145,722                  |
| Prior Year Transfer            | 52,756                   |
| Miscellaneous                  | <u>116,171</u>           |
| Total Collections              | <u>314,649</u>           |
| Disbursements                  |                          |
| Contract Payments              | 226,193                  |
| Maintenance and Operations     | 37,982                   |
| Audit Expense                  | <u>7,891</u>             |
| Total Disbursements            | <u>272,066</u>           |
| Ending Cash Balance, June 30   | <u><u>\$ 336,972</u></u> |

**Presentation of Collections, Disbursements, and Cash Balances of District Funds for FY 2017.**

|                                                        | <u>FY 2017</u>           |
|--------------------------------------------------------|--------------------------|
| Beginning Cash Balance, July 1                         | <u>\$ 336,972</u>        |
| Collections                                            |                          |
| Ad Valorem Tax                                         | 212,330                  |
| Caddo County Sales Tax                                 | 24,443                   |
| Caddo County Sales Tax - Passed through Town of Hinton | 63,402                   |
| Contract with Town of Hinton                           | 24,000                   |
| Miscellaneous                                          | <u>1,513</u>             |
| Total Collections                                      | <u>325,688</u>           |
| Disbursements                                          |                          |
| Personal Services                                      | 600                      |
| Maintenance and Operations                             | 22,005                   |
| Contract with Service Provider                         | 267,319                  |
| Contract with Town of Carnegie Ambulance Service       | 12,200                   |
| Audit Expense                                          | <u>7,891</u>             |
| Total Disbursements                                    | <u>310,015</u>           |
| Ending Cash Balance, June 30                           | <u><u>\$ 352,645</u></u> |

**Presentation of Collections, Disbursements, and Cash Balances of District Funds for FY 2018**

|                                           | <u>FY 2018</u>    |
|-------------------------------------------|-------------------|
| Beginning Cash Balance, July 1            | <u>\$ 352,645</u> |
| Collections                               |                   |
| Ad Valorem Tax                            | 215,483           |
| Caddo County Sales Tax Remitted           | 37,986            |
| Sales Tax - Passed through Town of Hinton | 97,554            |
| Contract for Service with Town of Hinton  | 24,000            |
| Miscellaneous                             | 2,828             |
| Total Collections                         | <u>377,851</u>    |
| Disbursements                             |                   |
| Personal Services                         | 600               |
| Contract Services                         | 259,956           |
| Maintenance and Operations                | 108,495           |
| Capital Outlay                            | 17,038            |
| Audit Expense                             | 6,976             |
| Total Disbursements                       | <u>393,065</u>    |
| Ending Cash Balance, June 30              | <u>\$ 337,431</u> |

## Presentation of Collections, Disbursements, and Cash Balances of District Funds for FY 2019

|                                              | <u>FY 2019</u>    |
|----------------------------------------------|-------------------|
| Beginning Cash Balance, July 1               | <u>\$ 337,431</u> |
| Collections                                  |                   |
| Ad Valorem Tax                               | 249,888           |
| Caddo County Sales Tax Remitted              | 39,069            |
| Sales Tax -Passed through the Town of Hinton | 87,994            |
| Contract for Service with Town of Hinton     | 24,000            |
| Miscellaneous                                | 2,380             |
| Total Collections                            | <u>403,331</u>    |
| Disbursements                                |                   |
| Personal Services                            | 1,198             |
| Contract Services                            | 251,356           |
| Maintenance and Operations                   | 36,786            |
| Capital Outlay                               | 10,925            |
| Total Disbursements                          | <u>300,265</u>    |
| Ending Cash Balance, June 30                 | <u>\$ 440,497</u> |

**Presentation of Collections, Disbursements, and Cash Balances of District Funds for FY 2020**

|                                           | <u><b>FY 2020</b></u>    |
|-------------------------------------------|--------------------------|
| Beginning Cash Balance, July 1            | <u>\$ 440,497</u>        |
| Collections                               |                          |
| Ad Valorem Tax                            | 265,600                  |
| Caddo County Sales Tax Remitted           | 9,990                    |
| Sales Tax - Passed through Town of Hinton | 98,195                   |
| Contract for Service with Town of Hinton  | 24,000                   |
| Miscellaneous                             | 18,803                   |
| Total Collections                         | <u>416,588</u>           |
| Disbursements                             |                          |
| Personal Services                         | 600                      |
| Bookkeeping                               | 1,500                    |
| Contract Provider Services:               |                          |
| Medic West, LLC                           | 246,756                  |
| Town of Carnegie                          | 17,000                   |
| Maintenance and Operations                | 36,507                   |
| Total Disbursements                       | <u>302,363</u>           |
| Ending Cash Balance, June 30              | <u><u>\$ 554,722</u></u> |