

PROPOSED

**Ambulance Service
Agreement Clinton, Oklahoma**



February 26, 2021

This Agreement made and entered into this April 1, 2021, by and between the City of Clinton, Oklahoma, hereinafter referred to as "City," and Sinor Emergency Medical Service, Inc., hereinafter referred to as "SEMS," is as follows:

In consideration of mutual covenants and agreements as hereinafter set forth, the parties hereto agree as follows:

1. SEMS agrees to provide for the City of Clinton, Oklahoma Basic Life Support (BLS) level ambulance service as defined by the licensing requirements of the Oklahoma State Health Department Protective Health Services Emergency Medical Services Division (PHS-EMSD), supported by a sufficient number of adequately trained staff inclusive of a minimum of one (1) paramedic per 24 hour shift, three (3) complete, centrally located, ambulance vehicles with equipment sufficient and necessary to meet most emergencies.
2. SEMS agrees to maintain the equipment and the service it provides in such a manner as to qualify for Medicare and Medicaid Benefits. SEMS Agrees to furnish complete twenty-four (24) hour ambulance service to the public as described in Paragraph 1 above.
3. The City agrees to provide, at its expense, emergency dispatch service for the ambulance service provided by SEMS. Said service shall be through the police department and E-911 dispatch of the City of Clinton, Oklahoma. SEMS agrees to furnish answering services at its expense where its representatives can be reached immediately at any time twenty-four (24) hours a day.
4. SEMS agrees to maintain liability insurance, property damage insurance, collision and comprehensive insurance coverage in such amounts as required by the laws of the State of Oklahoma. SEMS agrees to hold the City harmless for any and all liability claims relating to the ambulance service provided by SEMS except such claims caused by the negligent or intentional acts of the City. SEMS shall endorse the City on the automobile, professional liability and workers compensation policies as an additional insured and shall furnish the City a certificate of said insurance.
5. SEMS agrees to furnish and pay for any and all employees or drivers necessary to furnish twenty-four (24) hour ambulance service above described. SEMS shall pay all employees employed by it as well as all withholding or social security tax which may become due.

6. SEMS agrees to meet all Oklahoma Statutory requirements and licensing requirements and provide copies of all licenses to the City Clerk of Clinton, Oklahoma.
7. The City agrees to pay to SEMS on a monthly basis, a fee of \$19,200. Said payments are to commence on April 1, 2020 and continue on the 1st day of each month thereafter during the term of this agreement.
8. All proceeds and income used in the operation of the aforesaid service shall belong to SEMS. SEMS agrees to maintain at all times a list of rates for normal and customary ambulance services on file with the City Clerk of Clinton, OK. Rates may be adjusted during the contract period as necessitated by changes in insurance allowables or the Medicare rate structure. Please refer to Example A for current ambulance service rates.

Example A:

Description of Service	Rate
Basic Life Support (BLS) Non-Emergency Transport	\$600
Advanced Life Support (ALS) Non-Emergency Transport	\$750
BLS Emergency Transport	\$850
ALS Emergency Transport	\$900
ALS-2 Emergency Transport	\$1,000
Specialty Care Transport	\$1,100
Mileage (per loaded mile)	\$16
Treatment with No Transport	\$50

9. It is further understood and agreed that in consideration and payment of the fees pursuant to this agreement, all City of Clinton, OK residents assign to SEMS all ambulance benefits they or any covered family member may otherwise be entitled to receive from any insurance or third-party payor for services provided under this agreement. SEMS will file insurance claims for services rendered at current customary rates. Ultimately, the patient will be responsible for full payment of ambulance services rendered at the current customary rates.
10. In the event the City believes that SEMS is not complying with the terms of this agreement, the City shall notify SEMS in writing of any problems or requirements, or its opinion that SEMS is not complying with this agreement or furnishing adequate service. SEMS shall then have thirty (30) days after receipt of such notice to correct any such problems or requirements.

11. SEMS agrees to provide a monthly report to the office of the City Manager which shall include information on the number of runs, response times, call type analysis, complaint record with resolution, and special activities.
12. As required by state law or statute, SEMS shall provide such financial records pertaining to EMS operations in the City of Clinton as may be necessary in the event of an audit of the City and or its departments. The audit will be performed in accordance with Government Auditing Standards for Performance Audits. SEMS will not be responsible for the cost of the audit.
13. SEMS agrees to purchase, install and maintain passive GPS tracking devices in each unit garaged in Clinton. Records of GPS activity will be made available to the City Manager upon 48 hours written request. At no time will patient identifiable data be relinquished to the City.
14. The City agrees to protect the market exclusivity of its contract with SEMS as the exclusive provider of 911 emergency, non-emergency, and patient transfer requests originating within the City of Clinton. In exchange SEMS will maintain a response plan in the event SEMS becomes overwhelmed by calls for emergency service, which will include neighboring ground and air medical transport services.
15. SEMS and the City agree that the term of this agreement shall be for a period of one (1) year commencing April 1, 2021 and ending March 31, 2022, PROVIDED that this contract shall be automatically renewed for additional terms of one year if neither party gives written notice of intent to terminate at least 120 days before the expiration dates of March 31, 2022, 2023, and 2024. On or before March 31, 2024, the parties shall renegotiate a new complete contract. Any of the automatic renewals as herein set forth shall be subject to all terms and conditions of this contract.

AMBULANCE SERVICE AGREEMENT

Signature Page

CITY OF CLINTON

DAVID BERRONG, MAYOR

DATE _____

ATTEST:

AMY JONES, CITY CLERK

SINOR EMERGENCY MEDICAL SERVICE

ANNE LAMBETH, PRESIDENT

DATE _____

ATTEST:

JOHNNY RED, VICE PRESIDENT

Robert Johnston

From: Johnny Red <johnnyred@sinorems.com>
Sent: Friday, February 26, 2021 10:05 AM
To: Robert Johnston
Subject: Final Draft (Hopefully)
Attachments: Clinton Agreement_DRAFT 02252021.doc; Clinton Change Chart.xlsx

Robert,

I believe this is ready. I have changed the start date giving the council the ability to start this term in April, given that we have actually been out of contract since September.

Also attached is a chart that is a side by side comparison of the changes from the previous agreement to the new one we are proposing.

Thanks,

JR



Item	Current	Proposed	Justification
1	ALS Service	BLS Service	This is a Licensing item, not necessarily a service-level item. The goal is to maintain flexibility with our 4th, non-contracted unit and remain in compliance with OSDH rules. Paramedic level service will continue.
7	\$4.50/meter	\$19,200 Flat Rate	The flat rate is a historical average. It simplifies the accounting and budgeting of the subsidy.
8	End of contract period.	During contract period.	Allows SEMS to be current with changes to major insurance carrier reimbursement rates.
10;9	Waives coinsurance and deductibles, gives discount structure	Removes discounts	Stabilizes billing. Discount will be available through a voluntary membership program.
11	ESB	Removes reference to board	Antiquated
12;10	30 day notice.	30 day notice. Language is cleaned up.	Housekeeping
14;13	Combined paragraph	GPS is it's own item	Housekeeping
14	NA	Market Exclusivity	To insure that SEMS's commitment and utilization is protected.

CURRENT

VV-43

**Ambulance Service Agreement
Clinton, Oklahoma**



, 2018

This Agreement made and entered into this May 15, 2018, by and between the City of Clinton, Oklahoma, hereinafter referred to as "City," and Sinor Emergency Medical Service, Inc., hereinafter referred to as "SEMS," is as follows:

In accordance with Okla Stat § 23-105, and in consideration of mutual covenants and agreements as hereinafter set forth, the parties hereto agree as follows:

1. SEMS agrees to provide for the city of Clinton, Oklahoma Advanced Life Support (ALS) level ambulance service as defined by the licensing requirements of the Oklahoma State Health Department Protective Health Services Emergency Medical Services Division (PHS-EMSD), supported by a sufficient number of adequately trained staff inclusive of a minimum of one (1) paramedic per 24 hour shift, three (3) complete, centrally located, ambulance vehicles with equipment sufficient and necessary to meet most emergencies.
2. SEMS agrees to maintain the equipment and the service it provides in such a manner as to qualify for Medicare and Medicaid Benefits. SEMS Agrees to furnish complete twenty-four (24) hour ambulance services to the public as described in Paragraph 1 above.
3. The City agrees to provide, at its expense, emergency dispatch service for the ambulance service provided by SEMS and shall route all requests for Emergency Medical Services to SEMS. Said service shall be through the police department and E-911 dispatch of the City of Clinton, Oklahoma. SEMS agrees to furnish answering services at its expense where its representatives can be reached immediately at any time twenty-four (24) hours a day.
4. SEMS agrees to maintain liability insurance, property damage insurance, collision and comprehensive insurance coverage in such amounts as required by the laws of the State of Oklahoma. SEMS agrees to hold the City harmless for any and all liability claims and shall endorse the City on the automobile, professional liability and workers compensation policies as an additional insured and to furnish the City a certificate of said insurance.
5. SEMS agrees to furnish and pay for any and all employees or drivers necessary to furnish twenty-four (24) hour ambulance service above described. SEMS shall pay all employees employed by it as well as all withholding or social security tax which may become due.
6. SEMS agrees to meet all Oklahoma Statutory requirements and licensing requirements and provide copies of all licenses to the City Clerk of Clinton, Oklahoma.

7. The City agrees to pay to SEMS on a monthly basis, a non-prorated sum equal to \$4.50 times the number of connected, non-agricultural, water meters which deliver water to users within the city limits of the City as set forth in Ordinance No. 872. Said payments to commence on _____, 2018, and continue on the 1st day of each month thereafter during the term of this agreement. A report of connected Clinton addresses shall be provided electronically to SEMS at the beginning of each calendar month.
8. All proceeds and income used in the operation of the aforesaid service shall belong to SEMS. SEMS agrees to maintain, at all times, a list of rates for normal and customary ambulance services on file with the City Clerk of Clinton, Oklahoma, and said rates shall not be changed by SEMS unless there has been a hearing before the City Council of the City of Clinton, Oklahoma, and they approve such proposed rate change. Rates may only be adjusted at the end of the contract period, or as necessitated by changes in insurance allowables or the Medicare fee schedule.
9. Customary rates effective June 1, 2018, for ambulance services shall be as follows:

Description of Service	Rate
Basic Life Support (BLS) Non-Emergency Transport	\$600
Advanced Life Support (ALS) Non-Emergency Transport	\$750
BLS Emergency Transport	\$850
ALS Emergency Transport	\$900
ALS-2 Emergency Transport	\$1,000
Specialty Care Transport	\$1,100
Treatment with No Transport	\$50
Mileage (per loaded mile)	\$16

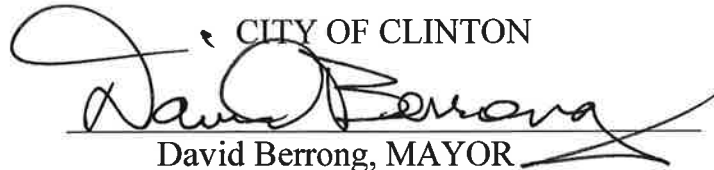
**Rate structure is determined by the criteria set forth by the Centers for Medicare and Medicaid Services. https://www.cms.gov/AmbulanceFeeSchedule/02_ofspuf.asp*

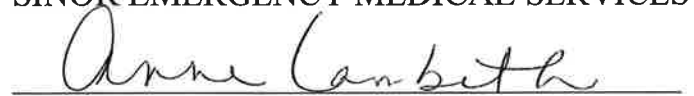
10. SEMS will file insurance claims for service provided to resident participants at current customary rates as listed in item 9. In consideration of the payments to SEMS pursuant to paragraph 7 of this Agreement, SEMS agrees that it shall accept payment from a resident participant's primary, including any applicable secondary insurances, as payment in full for its services, and shall not bill resident for deductibles, coinsurance, or other cost-sharing amounts due under their insurance plan for covered ambulance services. SEMS further agrees that it shall not bill resident participants for emergency ambulance services to the extent such resident participant has no medical benefit coverage or their insurance should deny payment; provided, however, that the resident participant shall be responsible for a mileage fee equal to fifty percent (50%) of the current prevailing mileage fee to the extent the emergency ambulance transport originates or terminates outside the city limits. Non-emergency ambulance transports that are not approved by the resident participant's insurance shall be billed to the resident participant at a discounted rate of fifty percent (50%) of the current prevailing non-emergency base rate charges and fifty percent (50%) of the current prevailing mileage charge.
11. SEMS Agrees to participate on an Emergency Service Board with Hospital Administrator, Mayor, City Manager, City Safety Director, Fire Chief and Police Chief.
12. In the event the City believes that SEMS is not complying with the terms of this agreement, the City shall notify SEMS of any problems or requirements or its opinion that SEMS is not complying with this agreement or furnishing adequate service. SEMS shall then have thirty (30) days after receipt of such notice to correct any such problems or requirements. Provided, that if SEMS believes that it is complying and that the City is incorrect, a special meeting of the Ambulance Emergency Services Board (Section 11) will be held to discuss whether or not SEMS is in compliance. At such hearing, either side may present testimony or evidence in support of their respective position. The Emergency Services Board will decide whether or not SEMS is in compliance. If the Ambulance Emergency Services Board determines that SEMS is not in compliance, SEMS shall have thirty (30) days to correct any such problems, and in the event SEMS fails to correct any such problems or requirements, the City may terminate this agreement.
13. SEMS agrees to provide a monthly report to the office of the City Manager which shall include information on the number of runs, response time, call type analysis, complaint record with resolution, and special activities.
14. As required by state law or statute, SEMS shall provide such financial records pertaining to EMS operations in the City of Clinton as may be necessary in the event of an audit of the City and or its departments. The audit will be performed in accordance with Government Auditing Standards for Performance Audits. SEMS will not be responsible for the cost of the audit. SEMS agrees to purchase, install and maintain passive GPS tracking devices in each unit garaged in Clinton. Records of GPS activity will be made available to the City Manager upon 48 hours written request. At no time will patient identifiable data be relinquished to the City.

15. SEMS and the City agree that the term of this agreement shall be for a period of one (1) year commencing _____, 2018, ending _____, 2019, PROVIDED that this contract shall be automatically renewed for additional terms of one year if neither party gives written notice of intent to terminate at least 120 days before the expiration dates of _____, 2019, 2020, and 2021. On or before _____, 2021, the parties shall renegotiate a new complete contract, any of the automatic renewals as herein set forth shall be subject to all terms and conditions of this contract.

AMBULANCE SERVICE AGREEMENT

Signature Page

CITY OF CLINTON

David Berrong, MAYOR
5-15-18
DATE

SINOR EMERGENCY MEDICAL SERVICES

ANNE LAMBETH, PRESIDENT
5/18/2018
DATE

ATTEST:


LINDA SINOR, SECRETARY

(Seal)

Robert Johnston

From: Johnny Red <johnnyred@sinorems.com>
Sent: Thursday, February 25, 2021 1:41 PM
To: Robert Johnston
Subject: FW: SEMS
Attachments: 1334_001.pdf

-----Original Message-----

From: Lisa Anders [mailto:Lisa.Anders@clintonok.gov]
Sent: Thursday, July 9, 2020 11:04 AM
To: Johnny Red <johnnyred@sinorems.com>
Cc: Gene McCullough <Gene.McCullough@clintonok.gov>
Subject: SEMS

Attached are the minutes from the May 15, 2018 meeting. It states that it will go into effect June 1, 2018.

The document that is in the City's files has blank dates just like the document that you have. The only date filled in is the date of May 15, 2018 on the first page.

Lisa Anders
City Clerk
City of Clinton, OK

-----Original Message-----

From: CityHall.Copier01@clintonok.gov [mailto:CityHall.Copier01@clintonok.gov]
Sent: Thursday, July 09, 2020 11:00 AM
To: Lisa Anders
Subject: Attached Image

ORDINANCE NO. 872

AN ORDINANCE MODIFYING THE FEE TO FUND
EMERGENCY MEDICAL SERVICE FOR CITIZENS OF
CLINTON, OKLAHOMA AND BUSINESS USERS OF CITY OF
CLINTON, OKLAHOMA WATER AND DECLARING AN
EMERGENCY

WHEREAS, The City of Clinton, Oklahoma and Clinton Public Works Authority desire to provide emergency medical services to the Citizens of City of Clinton, Oklahoma and Business Users of City of Clinton, Oklahoma water; and,

WHEREAS, there is an agreement between The City of Clinton, Oklahoma and Sinor Emergency Medical Services, Inc., dated January 8, 2004, for emergency medical services;

WHEREAS, said agreement designates certain fee increases; and,

WHEREAS, the cost of said emergency medical services should be born by the private and business citizens.

NOW THEREFORE, be it ordained by the City Council of The City of Clinton and Clinton Public Works Authority that a fee of Four Dollars and Fifty Cents (\$4.50) for the period October 1, 2004 through September 30, 2005 and a fee of Five Dollars (\$5.00) for the period October 1, 2005 through September 30, 2006, shall be assessed and billed hereby to each user along with the regular monthly bill for water, sanitary sewer, solid waste, or other utility service provided by said Clinton Public Works Authority or City of Clinton together with such penalties as are now or may hereafter be established by said Clinton Public Works Authority or City of Clinton.


PROVIDED FURTHER, in the event that any person, firm or corporation shall tender as payment of water service, sanitary sewer service, solid waste service, and ambulance service an amount insufficient to pay in full all of the charges so billed, credit shall be given first to delinquent charges from previous billings and then to the charge for the availability of ambulance service. The balance will be prorated to the balances of water, sewer, solid waste and surcharges.

PROVIDED FURTHER, in the event that any utility account shall become delinquent, water services or any other city utility service may be terminated until all delinquent charges for water, sewer, solid waste, surcharges and assessment of ambulance service shall have been paid in full. The provisions of collection provided herein shall be cumulative to any rights or remedies, which the City of Clinton may have under the laws of the State of Oklahoma.

- Section 1. The charges herein established for the availability of ambulance service shall be billed to each user monthly along with the bill for water and other utility services and will carry the same due date, grace periods, and penalties as are now or may hereafter be established for water service bills.
- Section 2. Each individual residence shall be charged \$4.50 for the period October 1, 2004 through September 30, 2005 and \$5.00 for the period October 1, 2005 through September 30, 2006. In the event a single residence has more than one (1) meter, such residence shall only be charged for one (1) meter.
- Section 3. Multi-Family residences shall be charged \$4.50 for the period October 1, 2004 through September 30, 2005 and \$5.00 for the period October 1, 2005 through September 30, 2006 for each residence utilizing the fee schedule currently in use for the solid waste service. This schedule may be modified from time to time as may be necessary.
- Section 4. There will be no charge for Agriculture Meters. Agriculture meters are defined as meters that served as the water supply for animals rather than residences.
- Section 5. The Clinton Public Schools shall pay a flat fee monthly.
- Section 6. The Churches of Clinton shall each pay a single fee monthly of \$4.50 for the period October 1, 2004 through September 30, 2005 and \$5.00 for the period October 1, 2005 through September 30, 2006.
- Section 7. Each Hospital on City of Clinton water service shall pay a single fee monthly of \$4.50 for the period October 1, 2004 through September 30, 2005 and \$5.00 for the period October 1, 2005 through September 30, 2006.
- Section 8. The fee for all other non-residential uses of City of Clinton water shall be set at \$4.50 per month for the period October 1, 2004 through September 30, 2005, with a maximum charge of \$9.00 per month, and \$5.00 per month for the period October 1, 2005 through September 30, 2006, with a maximum charge of \$10.00 per month.

WHEREFORE, an emergency is hereby declared to exist and this ordinance shall be in full force and effect immediately from and after its passage and proof of publication.

Passed and approved this 7th day of September, 2004.


LYNN NORMAN, Mayor

ATTEST:


LISA ANDERS, City Clerk