

## AMBULANCE SERVICE AGREEMENT

This Agreement made and entered into this June 30, 2010, by and between the City of Clinton, Oklahoma, a municipal corporation, hereinafter referred to as "City," and Sinor Emergency Medical Services, Inc., hereinafter referred to as "SEMS," is as follows:

In accordance with Title 11 O.S. Statute 23A105, and in consideration of mutual covenants and agreements as hereinafter set forth, the parties hereto agree as follows:

1. SEMS agrees to provide Advanced Life Support (ALS) level ambulance service with one paramedic per shift for the City of Clinton, Oklahoma, supported by a sufficient number of adequately trained staff, three (3) complete ambulance vehicles with equipment sufficient and necessary to meet most emergencies, which equipment shall include, but not be limited to, siren equipment, radio equipment and emergency warning lights.
2. SEMS agrees to furnish complete twenty-four (24) hour Advanced Life Support (ALS) level ambulance services to the public with a sufficient number of trained employees on-duty and/or on-call to provide immediate response by no less than two (2) ambulances. A third unit shall be available as a stand by unit.
3. The City of Clinton agrees to provide, at its expense, emergency dispatch service for the ambulance service to be furnished 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 service at its expense where its representatives might be reached immediately at any time twenty-four (24) hours each day.
4. SEMS agrees to maintain the equipment and services it provides in such a manner as to qualify for Medicare and Welfare Benefits.
5. 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 of Clinton, Oklahoma harmless for any and all liability claims and shall endorse the City of Clinton, Oklahoma on the automobile, professional liability and workers compensation policies as an additional insured and to furnish the City of Clinton, Oklahoma a certificate of said insurance.
6. 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.

7. SEMS agrees to meet all Oklahoma Statutory requirements and licensing requirements and provide copies of all licenses to the City Clerk of Clinton, Oklahoma.
8. SEMS agrees to make all equipment available for inspection by the City of Clinton Safety Director, Fire Chief, Police Chief, Hospital Administrator and/or the City Mechanic.
9. SEMS agrees to provide monthly reports to the City Manager's office including number of runs, response time, call type analysis, complaint record with resolution and special activities.
10. All proceeds and income used in the operation of the aforesaid ambulance service shall be SEMS's. 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 Council of the City of Clinton, Oklahoma, and they approve such proposed rate changes.
11. SEMS Agrees to participate on an Emergency Service Board (when established) with Hospital Administrator, Mayor, City Manager, City Safety Director, Fire Chief and Police Chief. The Emergency Services Board (when established) shall include individuals from Clinton, Weatherford, and other Custer County communities served by SEMS.
12. The City agrees to collect and pay to SEMS the amount collected for the fee assessed against the water users as set forth in Ordinance No. 872. The City agrees to pay to SEMS the full amount collected each month during the period which it furnishes satisfactory ambulance service to the City. Said sum shall be paid monthly on or about the 1<sup>st</sup> day of each month following the collection of said fee.
13. SEMS shall provide such financial records as may be necessary for the City's Auditors to complete an audit and prepare a report of audit. The audit will be performed in accordance with Government Auditing Standards for Performance Audits. The City will bear the cost of this audit.
14. It is further understood and agreed that in consideration and payment of the fees pursuant to this agreement, participating 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 service rendered at current customary rates. If the resident participant has no medical benefits coverage or

their insurance should deny payment, the resident participants are entitled to free emergency transportation to the hospital in the City of Clinton, but trips beginning or ending outside the city limits will be assessed a mileage fee at a rate of fifty percent (50%) of the current prevailing mileage fee. Trips to Medicare-Unapproved facilities or those non-emergency trips not approved by insurance will be billed to the resident participant at a discounted rate of fifty percent (50%) of Current prevailing non-emergency Base Rate charges and fifty percent (50%) of the current prevailing mileage charge. Current customary rates for emergency transports will be Seven Hundred Fifty Dollars (\$750.00) per transport with an applicable mileage charged at Ten Dollars (\$12.00) per mile. Current customary rates for non-emergency transports will be Four Hundred Fifty Dollars (\$450.00) per transport with an applicable mileage charged at Ten Dollars (\$12.00) per mile.

15. 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 Emergency Services Board referred to above (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. If the Emergency Services Board decides SEMS is not in compliance, SEMS shall have thirty (30) days to correct any such problems, and in the event SEMS after going through this procedure has not corrected any such problems or requirements, the City may terminate this agreement.
16. This Agreement shall be for a period of Three (3) years beginning July 1, 2010 and ending June 30,2013. SEMS will provide service to the citizens of Clinton for a fee of \$4.50 as set forth in City Ordinance 872 during this period of the contract.

## AMBULANCE SERVICE AGREEMENT

Signature Page

CITY OF CLINTON  
A Municipal Corporation

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ALLEN BRYSON, MAYOR

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DATE

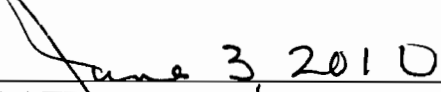
ATTEST:

\_\_\_\_\_  
LISA ANDERS, CITY CLERK

(Seal)

SINOR EMERGENCY MEDICAL SERVICES

  
\_\_\_\_\_  
LINDA SINOR, PRESIDENT

  
\_\_\_\_\_  
DATE

ATTEST:

  
\_\_\_\_\_  
ANNE RED, SECRETARY

(Seal)