

**Ambulance Service Agreement
Clinton, Oklahoma**



October 1, 2016

This Agreement made and entered into this October 1, 2016, 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. 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 November 1, 2016 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. Current customary rates for ambulance services shall be as follows:

Description of Service	Rate
Basic Life Support (BLS) Non-Emergency Transport	\$450
Advanced Life Support (ALS) Non-Emergency Transport	\$475
BLS Emergency Transport	\$750
ALS Emergency Transport	\$800
ALS-2 Emergency Transport	\$900
Specialty Care Transport	\$1,100
Mileage (per loaded mile)	\$14

**Rate structure is determined by the criteria set forth by the Centers for Medicare and Medicaid Services. https://www.cms.gov/AmbulanceFeeSchedule/02_afspuf.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. The City agrees to protect the market exclusivity of its contract with SEMS as the exclusive provider of 911 emergency, non-emergency, and transfer requests originating within the City of Clinton. In exchange SEMS will secure mutual aid agreements in the event SEMS becomes overwhelmed by calls for emergency service, which will include agreements with neighboring ground and air medical transport services

16. SEMS and the City agree that the term of this agreement shall be for a period of one (1) year commencing October 1, 2016 and ending September 30, 2017, 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 September 30, 2018, 2019, and 2020. On or before September 30, 2020, 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

Seth Adams, MAYOR

DATE

SINOR EMERGENCY MEDICAL SERVICES

ANNE LAMBETH, PRESIDENT

DATE

ATTEST:

LINDA SINOR, SECRETARY

(Seal)