

AGREEMENT TO PROVIDE AMBULANCE SERVICES

This Agreement made and entered into, pursuant to 11 Okla Stat §23-105, on 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 at 1401 West Gary Blvd, Clinton OK, ambulance vehicles with equipment sufficient and necessary to meet the emergency needs of City. Provided that the Parties agree that SEMS may deploy runs from additional locations in order to improve response times.
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 as required by 11 Okla Stat §23-105 and 51 Okla Stat §154. 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 \$_____ for the period from July 1, 2021 through June 30, 2022. Thereafter, the monthly fee shall be an amount equal to an average of all funds actually collected on a monthly basis, pursuant to Section 9-1-1 of the Clinton City Code, over a thirty-six (36) month period, provided that the fee-per-meter charged in Section 9-1-1 shall not be reduced during the term of this agreement. Said thirty-six month average shall be

calculated annually on April 1st of each year and shall include the immediately preceding 36 month period. The new rate shall be implemented on July 1st for the following fiscal year, if the contract is renewed For the current contract, payments are to commence on _____ 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. SEMS will file insurance claims for services rendered at current customary rates. The stipend provided for in this agreement is intended to ensure the availability of ambulance services for the users of the City of Clinton utility services. Ultimately, if not covered by insurance or a subscription plan, 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, unless it is determined that there is a discrepancy or deficiency due to the actions of SEMS.
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. 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 Initial term of this agreement shall be for a period commencing April 1, 2021 and ending June 30, 2021. Thereafter, this contract shall be automatically renewed annually during the budgeting process 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 June 30, 2022, 2023, and 2024. On or before June 30, 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