

# DRAFT

## Memorandum of Understanding

12/19/2022



### **Memorandum of Understanding (MOU) between the City of Clinton (City) and Sinor Emergency Medical Service (SEMS) Concerning the use of City Personnel for the Operation of SEMS ambulances**

This MOU summarizes the agreement (“agreement”) between the City and SEMS regarding SEMS’s use of City personnel in the operation of SEMS ambulances during the time period of closure of the Clinton hospital emergency room in specific emergency situations requiring additional medical personnel, should such situations arise.

1. Qualified City firefighters and police officers with valid driver’s license and prior experience in driving emergency vehicles shall be available to drive SEMS ambulances in emergency situations where additional medical personnel are needed to effectively care for the patient. Should it become necessary, SEMS personnel may request that qualified City firefighters or police officers drive an ambulance to a hospital so that SEMS staff can provide medical care in the patient compartment.
2. It shall be the responsibility of SEMS to assure that any person driving an ambulance has a safe driving record and is experienced and competent in ambulance operations. The City shall promptly provide driving record information and evidence of experience on any potential driver to SEMS when requested. Only upon approval by SEMS shall a City employee be directed by the City to provide services pursuant to this agreement.
3. SEMS shall, at its own cost and expense, carry General Liability insurance in the amount equal to or greater than \$1,000,000 covering itself and City employees providing services pursuant to this agreement against all claims, demands, causes of action, or judgments relating to the City employee’s operation of SEMS ambulances, and from all expenses that may be incurred in investigating or resisting the same. Current copies of said insurance policies will be made available upon request.
4. SEMS shall not in any way be liable to the City or any third party for claims, demands, causes of action, or judgments arising in whole or in part from willful or negligent acts by a City employee, including without limitation acts which are in violation of law, medical protocols or constitute neglect of duty. Additionally, SEMS agrees to hold the City harmless for the actions of City employees while driving SEMS ambulances, under the terms and conditions of this agreement.
5. City employees driving SEMS ambulances shall at all times remain employees of the City. These employees will be paid by the City and will be covered by City’s workman’s compensation insurance. The services provided by a City employee pursuant to this agreement shall be at the direction of the City and shall be considered duties falling under such employee’s normal job description.

6. This agreement shall not in any way vary, replace or supplement the City's own liability arising due to injury or loss resulting from a City employee's actions while performing duties pursuant to this agreement. Nothing in this agreement shall abrogate the sovereign immunity afforded City pursuant to 51 Okla. Stat. §151, et. seq.
7. The agreement shall continue for as long as the Clinton hospital ER is closed and the City and SEMS continue to have a contractual agreement for the provision of emergency medical services in the City; provided that this agreement may be terminated by either party upon 30 days' written notice to the other party, and shall terminate upon the official re-opening of the Clinton hospital emergency room.

Sinor Emergency Medical Service

By: \_\_\_\_\_

The City of Clinton, Oklahoma

By: \_\_\_\_\_