



## *Agenda Commentary*

**Item Title/ Subject:** Sinor Emergency Agreement

**Staff Source:** City Manager, Steve Hewitt

**Date:** May 5, 2013

**Background/Subject Information:**

Our agreement with Sinor is up June 30, 2013. Staff has been working with Sinor and has an agreement similar to the past agreement at no additional cost to the City. Johnny Red and his staff have been very flexible for our community to keep our services at a high level at no additional costs.

**Recommendation:**

City Attorney has review and staff recommends the agreement renewal.

**Price/Cost:** \$4.50 per Water Meter Account

**Ambulance Service Agreement  
Clinton, Oklahoma**



April 29, 2013

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This Agreement made and entered into this July 1, 2013, 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, three (3) complete ambulance vehicles with equipment sufficient and necessary to meet most emergencies. Said equipment shall include, but not be limited to siren equipment, radio equipment, emergency warning lights, heart monitors, defibrillators, and other emergency equipment as deemed necessary by the PHS-EMSD.
2. SEMS agrees to maintain the equipment and the service it provides in such a manner as to qualify for Medicare and Welfare Benefits. 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 ambulance shall be available as a stand-by unit.
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. Additionally, 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 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 sum equal to \$4.50 times the number of connected residential water meters which deliver water to users within the city limits of the City as set forth in Ordinance No. 9-1-1. Said payments to commence on August 1, 2014 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 ambulance 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 rate structure.
9. Current customary rates for ambulance services shall be as follows:

| Description of Service                                 | Rate    |
|--|---------|
| Basic Life Support (BLS)<br>Non-Emergency Transport    | \$450   |
| Advanced Life Support (ALS)<br>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](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. If the resident participant has no medical benefit 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 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.
15. SEMS and the City agree that the term of this agreement shall be for a period of one (1) year commencing July 1, 2013 and ending June 30, 2014, 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 June 30, 2014, 2015, and 2016. On or before June 30, 2016, 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 RED, PRESIDENT

\_\_\_\_\_  
DATE

ATTEST:

\_\_\_\_\_  
LINDA SINOR, SECRETARY

(Seal)