

(Published in The Journal Record this 27th day of September, 2023)

**ORDINANCE NO. 27,441**

**ORDINANCE AMENDING CHAPTER 6 OF THE OKLAHOMA CITY MUNICIPAL CODE, 2020, TITLED “AMBULANCE CODE,” ARTICLE II, MEDICAL SERVICE PROGRAM, BY AMENDING SECTION 6-101. MEDICAL SERVICE PROGRAM AND FEE; TERMS AND CONDITIONS OF THE PROGRAM, TO AMEND THE ENTITIES TO WHICH A MEDICAL SERVICE PROGRAM CUSTOMER MAY BE REQUIRED TO ASSIGN BENEFITS; BY AMENDING SECTION 6-102. NONPARTICIPATION ELECTION, TO INCLUDE GENDER NEUTRAL LANGUAGE; BY AMENDING SECTION 6-104. ACCOUNTABILITY FOR FUNDS RECEIVED, TO RECOGNIZE THAT THE CITY OF OKLAHOMA CITY MAY PROVIDE EMERGENCY MEDICAL SERVICES PURSUANT TO A CONTRACT FOR SPECIAL ARRANGEMENTS WITH THE EMERGENCY MEDICAL SERVICES AUTHORITY AND PROVIDING AUTHORITY FOR THE CITY TO RETAIN MEDICAL SERVICE PROGRAM FUNDS TO SUPPORT THE PROVISION OF EMERGENCY MEDICAL SERVICES PROVIDED BY THE CITY WITHIN THE WESTERN DIVISION; BY AMENDING SECTION 6-105. ADJUSTMENT OF CHARGES, APPEAL, TO CLARIFY TO WHOM OR WHAT ENTITY INQUIRIES RELATED TO EMERGENCY MEDICAL SERVICES IN THE CITY OF OKLAHOMA CITY SHALL BE DIRECTED.**

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF OKLAHOMA CITY:**

**SECTION 1.** That Sections 101 through 102 and 104 through 105 of Article II of Chapter 6 of the Oklahoma City Municipal Code, 2020, are hereby amended to read as follows:

**Chapter 6 AMBULANCE CODE**

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**ARTICLE II. MEDICAL SERVICE PROGRAM**

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**§ 6-101. Medical service program and fee; terms and conditions of the program.**

- (a) Each single-family residential utility customer and multi-family residential utility customer within the corporate limits of the City shall be included in the medical service program, unless the utility customer affirmatively declines participation in said program in the manner set forth in Section 6-102 of this article.

- (b) Single-family residential utility customers participating in the program shall have included within their utility bills a charge of \$3.65 per month.
- (c) Multifamily residential utility customers participating in the program shall be billed \$3.65 per month per occupied living unit. There is a rebuttable presumption that 50 percent of the total number of living units served solely by a single Oklahoma City utility bill are occupied. The number of presumed living units shall be rounded down, but to not less than one.
- (d) The total number of living units attributed to multifamily residential utility customers and landlords shall be based upon the number of housekeeping units on record with the Oklahoma City Utilities Department. It is the responsibility of all multifamily residential utility customers and landlords to annually confirm with the Utilities Department whether this number of housekeeping units is in fact accurate. Adjustments may be made to the number of housekeeping units on record with the Utilities Department based on information provided by sworn affidavit from the multifamily residential utility customer or landlord and confirmed by the City. Multifamily residential utility customers and landlords shall make staff available to meet at the subject residences with City Utilities Department personnel to confirm the number of living units as provided for by the utility customer in the sworn affidavit mentioned herein.
- (e) Any customer whose account is in disconnection of service for nonpayment status per Section 55-79, following the Utilities Department current administrative policies and procedures, shall be automatically removed from the program and said customer and the customer's household shall not receive the benefits of the Medical Service Program. The utility bill shall be deemed to have been notice to the customer and the customer's household of any delinquency or failure to pay the Medical Service Program. Should any customer be removed from the Medical Service Program for failure to pay or late payment, then neither said customer nor any member of said customer's household shall be permitted to re-enroll at the customer's address until the utility bill of such address is no longer considered delinquent as defined in Section 55-78 of this Code.
- (f) Program benefits. Any customer who participates in the Medical Service Program, shall receive the benefits of membership in EMSA's EMSAcare Program and is subject to all rules applicable to said program. EMSAcare membership covers the participating customer and all permanent members of that customer's household. A "permanent household member" shall mean all individuals permanently residing at a specific residence, regardless of age or whether there is a blood relation, and includes a utility customer's spouse being cared for in a nursing home facility. A person visiting the residence for a temporary period of time is not considered a permanent household member. EMSAcare membership benefits are applied to emergency and non-emergency ambulance transports provided by EMSA within the EMSA service area. Emergency transports are fully covered. An emergency is defined as an unforeseen condition that requires urgent and unscheduled medical attention. Emergency transports always result in the ambulance taking the patient to a hospital emergency room.
- (g) Non-emergency transports are fully covered if insurance or other third-party coverage provides benefits for the service (even if subject to deductible, co-payment or co-insurance). If no insurance or other third-party coverage is available or if the claim is denied, the EMSAcare member is charged a reduced fee (40 percent off EMSA's standard non-

emergency rate). A non-emergency transport is a medical transfer that does not have a hospital emergency room as the final destination.

- (h) Excluded services. EMSAcare members must present a completed physician certification statement (PCS) to receive benefits for non-emergency transports. EMSAcare provides no coverage for non-emergency transports without a PCS. The patient's physician usually completes certificates. Repetitive transports for services such as dialysis, radiation therapy and chemotherapy are not eligible for EMSAcare benefits without additional screening and insurance approvals. EMSAcare does not cover non-emergency transports to and from doctors' offices, dentists' offices, physical therapy centers, pharmacies, freestanding clinics and other facilities. Transports outside of EMSA's service area are also not included in the program. Members will receive a full bill for excluded services.
- (i) Customer's obligations under the program. A participating utility customer shall provide to EMSA and/or The City of Oklahoma City, whichever entity provided emergency medical services, within 60 days of the date of receiving EMSA services, any valid insurance and third-party payer information pertaining to the customer or anyone living in ~~his/her~~ their household who receives EMSA services. Failure to provide ~~EMSA with~~ said information, nullifies the benefits under this Program. Said customer must furnish any information requested by ~~his/her~~ their insurance company in order to facilitate payment of ambulance claims for the customer or any permanent residents of customer's household. In consideration for payment of the monthly membership fee, the customer assigns to EMSA, The City of Oklahoma City, or whichever entity provided the subject EMS service, all ambulance benefits that any covered family member or the customer may otherwise be entitled to receive from any insurance or other third-party payer for services provided under the EMSAcare program membership. EMSA, or The City of Oklahoma City, will accept this assignment as payment in full for emergency transports, and for non-emergency transports if insurance or other third-party payer coverage provides benefits for the transport. EMSA, or The City of Oklahoma City, will file ambulance insurance claims for each covered person and is entitled to receive payment from all insurance or other third-party payers up to the amount of EMSA's usual charges. Any insurance or other third-party payment the customer receives, related to EMSA's services provided under the EMSAcare membership, shall immediately be delivered to EMSA, or The City of Oklahoma City, whichever is applicable, if there is an outstanding balance on the customer's account. Violation of these terms will result in termination of the customer's participation in the EMSAcare program and the customer will be billed for all charges related to services provided.

#### **§ 6-102. Nonparticipation election.**

- (a) Any utility customer who desires not to participate in the Medical Service Program for the next program year shall either 1) provide over the telephone to the Utilities Department all necessary information to properly identify their account, or 2) sign and file a declaration of nonparticipation, on forms prescribed and provided by the City, or 3) file the proper internet-based form, prior to September 30 immediately preceding the beginning of the next program year, or upon opening a utility service account for an Oklahoma City residential address. The utility customer's election to either participate or not participate in the program shall remain unchanged for the following program year unless affirmatively changed by the utility customer before the September 30 immediately preceding the program year at issue.

- (b) If a multifamily residential utility customer or landlord or his or her authorized representative elects for a property not to participate in the Medical Service Program, the multifamily residential utility customer or landlord or ~~his/her~~ their authorized representative shall obtain from each tenant a written and signed acknowledgement stating that the tenant: (1) understands that the tenant and the tenant's household are not included in the Medical Service Program; (2) understands that the tenant may affirmatively elect to personally participate in the Medical Service Program by contacting EMSA and enrolling in the program at the same price as offered to participating single-family residential utility customers; (3) understands failure to participate in the program will subject the tenant and tenant's household to the full costs associated with EMSA services; and (4) has been informed of the estimated per trip cost for an emergency ambulance transport run. The written and signed acknowledgment described herein shall be maintained in the multifamily residential utility customer's or landlord's or ~~his/her~~ their authorized representative's records and available for inspection by The City of Oklahoma City upon request. This acknowledgement must be obtained for all tenants existing at the beginning of the program year and all new tenants moving into the landlord's or multifamily residential utility customer's property at any time during the program year.
- (c) Failure to obtain and maintain on file the written acknowledgement from each tenant shall be a separate violation of this section. In addition, every 30-day period from the beginning of a lease until written acknowledgement is received or the multifamily residential utility customer or landlord or ~~his/her~~ their authorized representative elects for a property to participate in the Medical Service Program shall constitute a separate offense for each tenant affected.

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#### **§ 6-104. Accountability for funds received.**

The City is not responsible for either the provision of services by EMSA, its operations contractor(s), any other supplemental service provider, or the EMSAcare Program. The City's ~~sole~~ responsibility is to properly receive, record and transfer ~~to EMSA~~ the funds paid by the participating utility customers for EMSAcare benefits under the Medical Services Program, and provide EMS services pursuant to an applicable contract for special arrangements and supplemental service. The City shall be allowed to retain funds sufficient to cover those administrative/ banking costs necessary to provide administrative services to EMSA, which costs shall be negotiated pursuant to a contract between EMSA and the City. ~~In addition,~~ The City may, in its discretion, retain Program funds for a rate stabilization fund for the purpose of keeping the monthly Program cost charged to customers, at a consistent rate for as long as possible. Rate stabilization includes the use of Program funds by The City for the provision of emergency medical services approved in the City Budget and pursuant to a contract for special arrangements between EMSA and The City of Oklahoma City. Remittance of Program funds to EMSA, pursuant to its approved budget, shall have priority and shall not be detrimentally impacted by the dispersal of Program funds to the City for the provision of emergency medical services pursuant to any contract for special arrangements.

**§ 6-105. Adjustment of charges, appeal.**

Any utility customer who considers the Medical Service Program charges applicable to his their living unit to be erroneous because said utility customer opted out of the program, may request review of the charges by the City's Utilities Department. Additionally, any landlord or multifamily residential utility customer who encounters special circumstances that would justify modifying the number of occupied living units determined in accordance with the provisions of Section 6-102 (such as fire, Act of God, or renovations), may request review thereof by the City's Utilities Department. Any other problems experienced by the utility customer with regard to his/her their EMSAcare benefits shall be referred to the ~~President~~ Chief Executive Officer of EMSA or his their designee. The determination by said ~~President~~ Chief Executive Officer or his/her designee may be appealed to the EMSA Board of Trustees by written notice of appeal filed with the ~~Director~~ EMSA Board of Trustees within ten (10) days of the ~~President's~~ Chief Executive Officer's or designee's determination. Any problems experienced by the utility customer with regard to their services, excluding personnel actions, provided by The City of Oklahoma City as supplemental ambulance service provider pursuant to a contract for special arrangements with EMSA shall be referred to the City Manager or designee. The determination by the City Manager or designee may be appealed to the City Council by written notice of appeal filed with the City Clerk within ten (10) days of the City Manager's or designee's determination.

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**INTRODUCED AND READ** in open meeting of the Council of The City of Oklahoma City, on the 29<sup>th</sup> day of August, 2023.

**ADOPTED** by the Council of The City of Oklahoma City, this 26<sup>th</sup> day of September, 2023.

**SIGNED** by the Mayor of The City of Oklahoma City, this 26<sup>th</sup> day of September, 2023.

ATTEST: (seal)

Amy K. Simpson  
CITY CLERK



David Holt  
MAYOR

**REVIEWED** for form and legality.

Pat Kelly  
ASSISTANT MUNICIPAL COUNSELOR