

(Published in the Journal Record this \_\_\_\_ day of \_\_\_\_\_, 2012)

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE RELATING TO THE AMBULANCE CODE BY AMENDING ARTICLE II OF CHAPTER 6 OF THE OKLAHOMA CITY MUNICIPAL CODE, 2010, BY AMENDING SECTION 6-100 TO CLARIFY DEFINITIONS; BY AMENDING SECTION 6-101 TO ACCOUNT FOR DELINQUENCIES, FAILURE TO PAY THE MEDICAL SERVICE PROGRAM FEE, AND TERMS AND CONDITIONS OF THE MEDICAL SERVICE PROGRAM (TOTALCARE PROGRAM); AND AMENDING SECTION 6-104 TO ADDRESS FUNDS THAT WILL BE RETAINED BY THE CITY FROM THE FUNDS RECEIVED FROM UTILITY CUSTOMERS FOR THE PROGRAM.

ORDINANCE

BE IT ORDAINED BY THE CITY OF OKLAHOMA CITY:

SECTION 1. That Sections 6-100, 6-101 and 6-104 of Chapter 6 of the Oklahoma City Municipal Code, 2010, are hereby amended to read as follows:

CHAPTER 6

AMBULANCE CODE

\* \* \*

ARTICLE II. MEDICAL SERVICE PROGRAM

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§6-100. Definitions.

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9. *TotalCare Program* shall mean the program as it currently exists or may hereafter be amended, which is sponsored by EMSA. This program is an ambulance service subscription program sponsored by EMSA which provides for the prepayment of co-payments and deductibles for all medically necessary ambulance services for which the patient has financial responsibility. In addition, TotalCare members pay a reduced rate of 40% off the regular cost of certain non-emergency transports. The terms and conditions of the program are set out more fully in Section 6-101 herein.

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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 §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 §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 TotalCare Program and is subject to all rules applicable to said program. TotalCare 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. TotalCare 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 TotalCare member is charged a reduced fee (40% 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. TotalCare members must present a completed physician certification statement (PCS) to receive benefits for non-emergency transports. TotalCare 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 TotalCare benefits without additional screening and insurance approvals. TotalCare 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 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 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 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 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 TotalCare program membership. EMSA 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 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 TotalCare membership, shall immediately be delivered to EMSA, 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 TotalCare program and the customer will be billed for all charges related to services provided.

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

The City is not responsible for either the provision of services by EMSA or the TotalCare Program. The City's sole responsibility is to properly receive, record and transfer to EMSA the funds paid by the participating utility customers for TotalCare benefits under the Medical Services Program. 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.

**INTRODUCED** and **CONSIDERED** in open meeting of the Council of the City of Oklahoma City this 19th day of June, 2012.

**ADOPTED** by the Council of the City of Oklahoma City this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**SIGNED** by the Mayor of the City of Oklahoma City this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**ATTEST:** (seal)

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
MAYOR

**REVIEWED** for form and legality.

  
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Assistant Municipal Counselor