



McAlester City Council

NOTICE OF MEETING

Amended

Regular Meeting Agenda

Tuesday, July 28, 2009 – 6:00 pm
McAlester City Hall – Council Chambers
28 E. Washington

Kevin E. Priddle.....	Mayor
Chris B. Fielder.....	Ward One
Donnie Condit.....	Ward Two
John Browne.....	Ward Three
Haven Wilkinson.....	Ward Four
Buddy Garvin.....	Vice-Mayor, Ward Five
Sam Mason.....	Ward Six
Mark B. Roath.....	City Manager
William J. Ervin.....	City Attorney
Cora M. Middleton.....	City Clerk

This agenda has been posted at the McAlester City Hall, distributed to the appropriate news media, and posted on the City website: www.cityofmcalester.com within the required time frame.

The Mayor and City Council request that all cell phones and pagers be turned off or set to vibrate. Members of the audience are requested to step outside the Council Chambers to respond to a page or to conduct a phone conversation.

The McAlester City Hall is wheelchair accessible. Sign interpretation or other special assistance for disabled attendees must be requested 48 hours in advance by contacting the City Clerk's Office at 918.423.9300, Extension 4956.

CALL TO ORDER

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

- Brandon Parker, New Life 4 Today Ministry

ROLL CALL

CITIZENS COMMENTS ON NON-AGENDA ITEMS

Residents may address Council regarding an item that is not listed on the Agenda. Residents must provide their name and address. Council requests that comments be limited to five (5) minutes.

CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

- A. Approval of Claims ending June 30, 2009.** *(Sherry Alessi, Assistant City Financial Officer)*
- B. Approval of Claims for July 15, 2009 through July 28, 2009.** *(Sherry Alessi, Assistant City Financial Officer)*
- C. Concur with Mayor's appointment of Mike Kern to the Audit and Finance Advisory Committee for a term that expires February, 2011.** *(Kevin E. Priddle, Mayor)*
- D. Consider, and act upon, a 2009-2010 Campus Police Agreement between McAlester Public Schools and the City of McAlester related to delineating responsibilities between police departments.** *(Mark B. Roath, City Manager)*

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC HEARING

All persons interested in any ordinance listed under Scheduled Business shall have an opportunity to be heard in accordance with Article 2, Section 2.12(b) of the City Charter.

- **Public Hearing: An Ordinance Amending Ordinance No. 2327 which established the budget for fiscal year 2009-2010; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency.**

SCHEDULED BUSINESS

- 1. Consider, and act upon, a Resolution establishing a formal plan for repayment of funds identified in the BKD, LLP Forensic Accounting Report.** *(Kevin E. Priddle, Mayor, Buddy Garvin, Vice-Mayor and Donnie Condit, Councilmember)*

Executive Summary

This agenda item involves a Council Subcommittee reviewing, and then developing a formal plan to repay funds identified in the BKD Report as owed by the City.

- 2. Consider, and act upon, an Ordinance amending Ordinance No. 2327 which established the budget for fiscal year 2009-2010; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency.** *(Mark B. Roath, City Manager)*

Executive Summary

This agenda item involves a budget amendment for certain proposed expenditures not funded in the adopted budget for this fiscal year.

- 3. Consider, and act upon, authorizing the Mayor to execute contract related to economic development services for fiscal year 2009/2010, between the City of McAlester and McAlester Economic Development Service, Inc. (MEDS).** *(Buddy Garvin, Vice-Mayor, Donnie Condit, Councilmember and Chris Fiedler, Councilmember)*

Executive Summary

This agenda item involves a contract with MEDS for fiscal year 2009-2010 in the amount of \$219, 849.

- 4. Discussion, and possible action, on whether to authorize a study related to the remaining life of the McAlester cemetery. (John Browne, Councilmember)**

Executive Summary

This agenda item involves a discussion whether a study should be conducted to determine the remaining life of the McAlester cemetery.

- 5. Consider, and act upon, authorizing the Mayor to sign Tulsa State Fair Lease Agreement for booth rental space during the fair October 1 thru October 11, 2009. (Chris Fiedler, Councilmember)**

Executive Summary

This agenda item involves a lease agreement, in the amount of \$1,250, with the Tulsa County Public Facilities Authority for booth space during the State Fair.

- 6. Discussion, and possible action, on McAlester Fire and Rescue emergency medical service billing alternatives. (Harold Stewart, Fire Chief)**

Executive Summary

This agenda item involves a discussion related to EMS billing including the option to outsource billing to a third party.

- 7. Consider, and act upon, the purchase of one (1) 2010 Ford F-350 Chassis Cab 4x4 truck. (Harold Stewart, Fire Chief)**

Executive Summary

This agenda item involves the purchase of a 2010 Ford F-350 Chassis Cab 4x4 truck in the amount of \$22,944.

- 8. Consider, and act upon, the purchase of a custom aluminum flat bed, skid unit, and equipment needed to outfit a 2010 one (1) ton 4x4 grass/brush truck. (Harold Stewart, Fire Chief)**

Executive Summary

This agenda item involves the purchase of apparatus to outfit the grass/rush truck.

- 9. Consider, and act upon, accepting a State bid from Carter Chevrolet to purchase a 2009 Chevrolet Silverado 1 ton 2wd Crew Cab truck. (Mel Priddy, Community Services Director)**

Executive Summary

This agenda item involves the purchase of a 1 ton truck, through state bid, from Carter Chevrolet in the amount of \$25,632.

- 10. Consider, and act upon, a bid award to Total Radio, Inc., for the purchase and installation of a Motorola MCC5500 Dispatch Console with three positions for the McAlester/Pittsburg County E-911 Command Center. (Jim Lyles, Police Chief)**

Executive Summary

This agenda item involves the purchase of a base station with three positions in the amount of \$119,955.

- 11. Consider, and act upon, an engineering contract with SCS Engineers of Bedford, Texas for the evaluation of the existing landfill cells. (Pete Stasiak, Interim Public Works Director)**

Executive Summary

This agenda item involves the hiring of SCS Engineering to re-permit the landfill in order to maximize the use of the current cell space at a cost not to exceed \$42,700.

12. Consider, and act upon, authorizing the Mayor to sign a contract with McAlester Main Street Association, Inc., for a maximum amount of \$30,000. (Mark B. Roath, City Manager)

Executive Summary

This agenda item involves the Main Street Program contract for this fiscal year.

NEW BUSINESS

Any matter not known or which could not have been reasonably foreseen prior to the time of posting the Agenda in accordance with Sec. 311.9, Title 25, Oklahoma State Statutes.

CITY MANAGER'S REPORT

REMARKS AND INQUIRIES BY CITY COUNCIL

RECESS COUNCIL MEETING

CONVENE AS McALESTER AIRPORT AUTHORITY

Majority of a Quorum required for approval

- **Approval of the Minutes from the July 14, 2009, Regular Meeting of the McAlester Airport Authority. (Cora Middleton, City Clerk)**
- **Confirm action taken on City Council Agenda Item A regarding the Claims for the period ending June 30, 2009. (Sherry Alessi, Assistant Chief Financial Officer)**
- **Confirm action taken on City Council Agenda Item B regarding the Claims for the period of July 15, 2009 through July 28, 2009. (Sherry Alessi, Assistant Chief Financial Officer)**

ADJOURN MAU

CONVENE AS McALESTER PUBLIC WORKS AUTHORITY

Majority of a Quorum required for approval

- **Approval of the Minutes from the July 14, 2009, Regular Meeting of the McAlester Public Works Authority. (Cora Middleton, City Clerk)**
- **Confirm action taken on City Council Agenda Item A regarding the Claims for the period ending June 30, 2009. (Sherry Alessi, Assistant Chief Financial Officer)**
- **Confirm action taken on City Council Agenda Item B regarding the Claims for the period of July 15, 2009 through July 28, 2009. (Sherry Alessi, Assistant Chief Financial Officer)**
- **Confirm action taken on City Council Agenda Item 1 regarding a Resolution establishing a formal plan for repayment of funds identified in the BKD, LLP Forensic Accounting Report. (Kevin E. Priddle, Mayor, Buddy Garvin, Vice-Mayor and Donnie Condit, Councilmember)**
- **Confirm action taken on City Council Agenda Item 2 regarding an Ordinance amending Ordinance No. 2327 which established the budget for fiscal year 2009-2010; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency. (Mark B. Roath, City Manager)**

- **Confirm action taken on City Council Agenda Item 11 regarding an engineering contract with SCS Engineers of Bedford, Texas for the evaluation of the existing landfill cells.** *(Pete Stasiak, Interim Public Works Director)*

ADJOURN MPWA

CONVENE AS McALESTER RETIREMENT TRUST AUTHORITY

Majority of a Quorum required for approval

- **Approval of the Minutes from the June 23, 2009, Regular Meeting of the McAlester Retirement Trust.** *(Cora Middleton, City Clerk)*
- **Approval of Retirement Benefit Payments for the period of August, 2009.** *(Sherri Alessi, Assistant Chief Financial Officer)*

ADJOURN MRTA

RECONVENE COUNCIL MEETING

ADJOURNMENT

CERTIFICATION

I certify that this Notice of Meeting was posted on this ___ day of _____, 2009 at ___ a.m./ p.m. as required by law in accordance with Section 303 of the Oklahoma Statutes and that the appropriate news media was contacted. As a courtesy, this agenda is also posted on the City of McAlester website: www.cityofmcalester.com.

Cora M. Middleton, City Clerk



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>July 28, 2009</u>	Item Number:	<u>D</u>
Department:	<u>City Manager</u>	Account Code:	<u> </u>
Prepared By:	<u>Mark B. Roath</u>	Budgeted Amount:	<u> </u>
Date Prepared:	<u>July 20, 2009</u>	Exhibits:	<u>Two</u>

Subject

Consider, and act upon, a 2009-2010 Campus Police Agreement between McAlester Public Schools and the City of McAlester related to delineating responsibilities between police departments.

Recommendation

Motion to approve the 2009-2010 Campus Police Agreement.

Discussion

Annually, the City and School District approve an agreement that delineates responsibilities between the McAlester Police Department and McAlester Campus Police Department related to police protection. Attached hereto is the proposed agreement for this fiscal year for Council perusal, and possible action.

Approved By

Initial

Date

Department Head

MBR

07/20/09

City Manager

**CAMPUS POLICE AGREEMENT
BETWEEN THE BOARD OF EDUCATION FOR THE
McALESTER SCHOOL DISTRICT AND THE CITY OF McALESTER**

THIS AGREEMENT made and entered into on this 13th day of July, 2009, by and between Independent School District No. 80 of Pittsburg County, Oklahoma, also known as the McAlester Public Schools and hereinafter referred to as "District", and the City of McAlester, an Oklahoma municipal corporation, hereinafter referred to as "City".

WHEREAS, District owns, leases and rents property within the city limits of City hereinafter referred to as "District's property"; and,

WHEREAS, District and City have duly established and authorized police departments for the purpose of providing police protection for property and persons within each of its own jurisdictional areas; and,

WHEREAS, 74 O.S. 1991 §360.15 et seq. authorizes an agreement between City and District for the purpose of delineating responsibilities between the two police departments, delineating geographical boundaries thereof, and further, for the purpose of authorizing campus police departments to exercise authority and jurisdiction within areas of municipal police jurisdiction.

NOW, THEREFORE, District and City agree as follows:

1. The McAlester Campus Police Department, hereinafter referred to as "Campus Police Department", and its duly commissioned and certified officers, while on duty, shall have the authority to enforce any criminal statutes and McAlester municipal ordinances in response to observed violations thereof on all streets, highways, roads, alleys, easements, and other public ways or public areas which are within the incorporated boundaries of the City of McAlester.
2. The McAlester Campus Police Department and its duly commissioned and certified officers are further authorized to exercise their power and authority as peace officers within the police jurisdiction of McAlester in the following situations:
 - a. When necessary to complete any enforcement activities which began on District's property or property abutting thereto; and
 - b. When reasonably related to the activities of the Campus Police Officers on District's property or the investigation of incidents occurring on District's property.

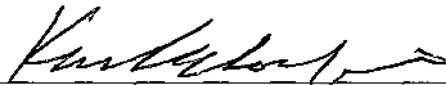
3. The Chief of the McAlester Campus Police Department and the Chief of the McAlester Police Department shall adopt such written policies as are necessary to coordinate and regulate the activities authorized pursuant to this Agreement.
4. Authority as used in this Agreement means the authority and power vested by the Oklahoma Statutes in Peace Officers, except the service and execution of civil summons, and includes, but is not limited to, making of arrests, issuing of citations, the conduction of criminal investigations, and traffic accident investigations.
5. The jurisdiction of the Campus Police Department in the situations as set forth in paragraph one (1) and two (2) is concurrent with the jurisdiction of the McAlester Police Department. As used herein, concurrent jurisdiction denotes the authority shared by the two police departments at the same time, or the same subject matter, and within the same territory. Provided, the performance of duties within the area of concurrent police jurisdiction by Campus Police Department personnel shall be subject to review by the Chief of the McAlester Police Department and the right to continue such performance may be revoked by said Chief of Police with written notice thereof to the Chief of the Campus Police Department.
6. The Campus Police Department will have the primary responsibility of law enforcement, patrolling, crime investigation, and traffic control on District's property.
7. In all other areas within City's police jurisdiction, including the areas wherein the Campus Police Department and the McAlester Police Department have by this agreement concurrent jurisdiction, the Police Department of the City will have the primary responsibility for law enforcements, patrolling, criminal investigation, call response, traffic accident investigation, and traffic control.
8. Each party shall be solely responsible for the acts of its own police officers, employees, and agents taken under this agreement, but not for the acts of the police officers, employees, or agents of the other party. It is expressly understood and agreed that nothing herein shall be construed as creating an employment or agency relationship between each party and the other party's police department, their officers, employees, or agents, nor between each party's police department and the other party's police department, officer, employees, or agents.
9. The Campus Police Department shall follow the standard operating procedures of the McAlester Police Department and the McAlester Municipal Court in filing any municipal charges or issuing and filing any

traffic citation with the City. The Campus Police Department shall be responsible for the attendance of its officers at all Court hearings required for prosecution of offenses in which the Campus Police Department was involved. The Campus Police Department shall be responsible for any compensation or witness fees for its officers.

10. This Agreement is of indefinite duration and may be terminated immediately by either party upon written notice to the other party.

IN WITNESS WHEREOF, the parties have set their hand and seals this 13th day of July, 2009.

INDEPENDENT SCHOOL DISTRICT NO. 80
OF PITTSBURG COUNTY, OKLAHOMA



President

ATTEST:



Clerk

THE CITY OF MCALESTER, OKLAHOMA,
A municipal corporation

Mayor

ATTEST:

Clerk



"Committed to Excellence"

July 14, 2009

Mark Roath, City Manager
City of McAlester
P. O. Box 578
McAlester, OK 74501

Dear Mr. Roath:

Please find enclosed a copy of the 2009-2010 Campus Police Agreement between McAlester Public Schools and the City of McAlester that was approved by the Board of Education on July 13, 2009.

After this agreement has been executed by your office, please forward us a completed copy. Thank you for your attention to this matter.

Sincerely,

Pamela S. Zugelder
Secretary to the Superintendent

Enclosure

**CLAIMS FOR FY 2008/2009
ENDING
JUNE 30, 2009**

PACKET: 04457 CLAIMS FOR 7/28/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-A00267	AIRGAS					
		I-106331408	01 -5431203	REPAIRS & MAI OXYGEN FOR AMBULANCE	047019	35.66
		I-106334181	01 -5431203	REPAIRS & MAI OXYGEN FOR AMBULANCE	047019	65.77
		I-106934684	01 -5431203	REPAIRS & MAI OXYGEN FOR AMBULANCE	047019	106.18
01-A00621	ANDERSON GUTTERING					
		I-338681	01 -5321325	FIRING RANGE GUTTER EVERGREEN	047020	180.00
01-C00046	C D W GOVERNMENT, INC					
		I-PLZ5639	01 -5320202	OPERATING EXP LAPTOP COMP: POLYGRAPH	047021	1,082.51
01-C00771	CORE PRODUCTS					
		I-IV06755	01 -5863203	REPAIR & MAIN 3/4" BANDING STEEL	047022	87.76
		I-IV06755	01 -5863203	REPAIR & MAIN BA206 3/4" 100' ROLL	047022	207.36
		I-IV06755	01 -5863203	REPAIR & MAIN BANDING STEEL FREIGHT	047022	23.26
01-D00540	DOLESE BROTHERS					
		I-59521	01 -5865218	STREET REPAIR 1000 TON 1 1/2 CR	047023	1,442.01
		I-59996	01 -5865218	STREET REPAIR 1000 TON 1 1/2 CR	047023	1,481.26
		I-60693	01 -5865218	STREET REPAIR 1000 TON 1 1/2 CR	047023	1,380.14
		I-60694	01 -5865218	STREET REPAIR 1000 TON 1 1/2 CR	047023	1,416.37
		I-61370	01 -5865218	STREET REPAIR 1000 TON 1 1/2 CR	047023	562.09
01-G00130	GALL'S INC./DYNA MED					
		I-5986808600022	01 -5321316	REPAIRS & MAI FLASHLIGHT BULBS, BATTERY	047026	282.23
		I-5989294401012	01 -5322319	MISCELLANEOUS MINI JUSTICE LED LIGHTBAR	047026	965.00
01-G00490	GRISSOM IMPLEMENT INC					
		I-91650	01 -5542319	MISCELLANEOUS MOWER PARTS-FLAIL MOWER	047027	802.27
		I-93476	01 -5862203	REPAIRS & MAI MOTOR, SWITCH - CEM MOWER	047027	655.25
01-I00120	INCODE					
		I-79,500	01 -5225404	MUNICIPAL COU MUN. COURT SOFTWARE	047029	11,900.00
		I-INV0079695	01 -5225404	MUNICIPAL COU INSTALL INCODE SOFTWARE	047029	625.00
		I-INV0079696	01 -5225404	MUNICIPAL COU MUN. COURT SOFTWARE	047029	3,855.92
01-J00338	JOB CONSTRUCTION CO INC					
		I-26079	01 -5865218	STREET REPAIR PATCHING MATERIALS	047031	297.24
		I-26080	01 -5865218	STREET REPAIR PATCHING MATERIALS	047031	319.81
		I-26081	01 -5865218	STREET REPAIR PATCHING MATERIALS	047031	107.50
		I-26082	01 -5865218	STREET REPAIR PATCHING MATERIALS	047031	267.14
01-J00402	JOHN'S FLOWERS					
		I-003062	01 -5210202	OPERATING SUP FLOWERS FOR LINDA	047032	52.65
		I-11277	01 -5212317	ADVERTISING & PLANT FOR FUNERAL	047032	35.00
01-L00019	L & M OFFICE FURNITURE					
		I-43770-0	01 -5210202	OPERATING SUP CHAIR	047033	365.00

PACKET: 04457 CLAIMS FOR 7/28/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-L00428	LOWE'S CREDIT SERVICES					
		I-76938	01 -5548204	SMALL TOOLS VACUUM GERM GARDIAN	047034	220.00
01-M00480	MILLER GLASS					
		I-8756	01 -5213316	REPAIRS & MAI SECURITY DOOR & INSTALLED	047035	815.00
01-M00570	MOORE MEDICAL CORP.					
		I-95766300 RI	01 -5431203	REPAIRS & MAI MEDICAL SUPPLIES	047036	488.07
01-MC0140	MCALESTER PAINT & SUPPL					
		I-030688	01 -5543202	OPERATING SUP MISC OPERATING SUPPLIES	047038	502.36
01-N00025	NASCO					
	C-FARM CREDIT CERT.		01 -5322202	OPERATING SUP MISC SUPPLIES	047039	10.10-
	I-114155		01 -5322202	OPERATING SUP MISC SUPPLIES	047039	839.60
01-000530	OML-OK MUNICIPAL LEAGUE					
		I-031178	01 -5101331	EMPLOYEE TRAV REGISTRATION FOR MAYOR	047042	100.00
01-S00726	STAPLES BUSINESS ADVANT					
		I-3121057918	01 -5225401	COMPUTER TECH COMPUTER PARTS & SOFTWARE	047046	272.91
		I-3121057919	01 -5225401	COMPUTER TECH HARDWARE	047046	79.99
		I-3121304283	01 -5225401	COMPUTER TECH HARDWARE	047046	14.24
		I-3121304284	01 -5225401	COMPUTER TECH COMPUTER PARTS & SOFTWARE	047046	66.98
		I-3121304286	01 -5101202	OPERATING SUP 100 PK SLEEVES, CD	047046	17.96
		I-3121304286	01 -5101202	OPERATING SUP 100 PK SLEEVES, CD	047046	35.92
		I-3121304287	01 -5101202	OPERATING SUP 25 PK DVD	047046	183.84
01-S00871	STEWART MARTIN EQUIPMEN					
		I-50422	01 -5862203	REPAIRS & MAI STARTER FOR CEM. MOWER	047047	465.00
		I-50684	01 -5862203	REPAIRS & MAI WIRE ACCE, KIT JOINT,	047047	286.89
01-T00058	BIZTEL					
		I-3556	01 -5213202	OPERATING SUP HANDSFREE HEADSET	047048	610.00
		I-3556	01 -5213202	OPERATING SUP HEADSET INSTALL	047048	85.00
		I-3571	01 -5653202	OPERATING SUP PHONE HEADSET	047048	390.00
01-T00596	TUCKER'S TEES					
	I-BENNETT.		01 -5431207	CLOTHING ALLO CLOTHING	047049	36.00
	I-C. HEAROD		01 -5431207	CLOTHING ALLO CLOTHING	047049	104.00
	I-CLIFFON		01 -5431207	CLOTHING ALLO CLOTHING	047049	78.00
	I-D. BASSINGER		01 -5431207	CLOTHING ALLO CLOTHING	047049	56.00
	I-D. BLANSETT		01 -5431207	CLOTHING ALLO CLOTHING	047049	18.50
	I-FASSIO		01 -5431207	CLOTHING ALLO CLOTHING	047049	54.00
	I-FOREHAND		01 -5431207	CLOTHING ALLO CLOTHING	047049	16.00
	I-J. KETCHUM		01 -5431207	CLOTHING ALLO CLOTHING	047049	96.00
	I-J. NAVE		01 -5431207	CLOTHING ALLO CLOTHING	047049	83.25
	I-S. BELTCHER		01 -5431207	CLOTHING ALLO CLOTHING	047049	8.00

PACKET: 04457 CLAIMS FOR 7/28/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT

01-T00630	TWIN CITIES READY MIX					
		I-32931	01 -5865218	STREET REPAIR CONCRETE FOR STREET CUTS	047050	2,775.00
01-000053	UTILITY SUPPLY					
		I-040161	01 -5865218	STREET REPAIR MANHOLE RING & LIDS	047051	760.00
		I-040161	01 -5865218	STREET REPAIR MANHOLE LID	047051	395.00
		I-040394	01 -5865218	STREET REPAIR MANHOLE LIDS	047051	474.00
01-Y00018	YOUTH'S SAFETY COMPANY					
		I-109673	01 -5431329	PROMOTIONAL PROMOTIONAL ITEMS	047055	71.92
			FUND 01	GENERAL FUND	TOTAL:	39,090.71

PACKET: 04457 CLAIMS FOR 7/28/09

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-D00765	DUN RIGHT FENCEING					
		I-21	02 -5974203	REPAIRS & MAI 6' FENCE W/BARBWIRE	047024	3,300.00
01-M00715	MUSKOGEE COMMUNICATIONS					
		I-08-24805	02 -5974316	REPAIRS & MAI WTP RADIO TELEMETRY	047037	4,375.47
01-S00212	SERVICE & EQUIPMENT INT					
		I-7-0517 09	02 -5974203	REPAIRS & MAI RENEWAL ON MAINT. CONTRAC	047043	4,778.61
01-S00234	SHARE CORPORATION					
		I-708962	02 -5974203	REPAIRS & MAI WELDING RODS	047044	290.60
01-S00530	SOUTHWEST CHEMICAL SERV					
		I-86220	02 -5974206	CHEMICALS CARUSOL	047045	104.00
		I-86220.	02 -5974206	CHEMICALS 2 TOTES CARUSOL	047045	6,000.00
		I-86240	02 -5974206	CHEMICALS 10 BARRELS PHASPHATE	047045	4,738.00
		I-86321	02 -5974206	CHEMICALS 2 TOTES POLYMER	047045	4,944.00
		I-86350	02 -5974206	CHEMICALS CAUSTIC	047045	7,311.60
		I-86365	02 -5974206	CHEMICALS ONE LOAD ALUM.	047045	3,789.06
01-S00871	STEWART MARTIN EQUIPMEN					
		I-50423	02 -5862203	REPAIRS & MAI RADIATOR FOR CEM. MOWER	047047	620.00
01-U00058	UTS					
		I-1695905	02 -5975211	WATER METERS WATER METERS	047052	14,470.00
01-W00130	WATER PRODUCTS					
		I-0762860	02 -5975333	WATER MAIN RE WATER METER SUPPLIES	047054	1,362.00
		I-0762861	02 -5975333	WATER MAIN RE PVC, VALVE, COW PLING SUP	047054	293.97
		I-0765087	02 -5975333	WATER MAIN RE WATER METER SUPPLIES	047054	1,185.00
		I-0766560	02 -5975333	WATER MAIN RE WATER METER SUPPLIES	047054	155.00
		I-0766562	02 -5975333	WATER MAIN RE PVC, VALVE, COW PLING SUP	047054	819.71
			FUND 02 MPWA	TOTAL:		58,537.02

PACKET: 04457 CLAIMS FOR 7/28/09

VENDOR SET: 01

FUND : 28 SE EXPO CTR/TOURISM FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-D00770	DURACLEAN MASTER CLEANER	I-D1155711	28 -5654316	REPAIRS & MAJ CARPET CLEANING UPSTAIRS	047025	100.00
01-J00110	JACKIE BRANNON CORR. CT	I-F173	28 -5654308	CONTRACT SERV INMATE LABOR - JUNE 2009	047030	164.31
01-N00250	MCALESTER NEWS CAPITAL	I-399	28 -5654348	FESTIVAL NEWSPAPER ADS (4)	047040	1,600.00
01-W00040	WALMART COMMUNITY BRC	I-08645	28 -5654210	CONCESSION SU CONCESSION SUPPLIES	047053	52.28
FUND 28 SE EXPO CTR/TOURISM FUND TOTAL:						1,916.59

PACKET: 04457 CLAIMS FOR 7/28/09

VENDOR SET: 01

FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-H00246	HOWARD ZUMMER					
		I-08-25237	29 -5324316	REPAIRS-MAINT CEILING (911 CTR)	047028	2,100.00
01-N00250	MCALESTER NEWS CAPITAL					
		I-02565086	29 -5324316	REPAIRS-MAINT ADVERTISEMENT BIDS	047040	33.06
01-C00245	OKLA. CORRECTIONS INDUS					
		I-15414	29 -5324316	REPAIRS-MAINT RX COMFORT CHAIR (3)	047041	2,016.33
			FUND 29 E-911		TOTAL:	4,149.39
REPORT GRAND TOTAL:						103,693.71

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM		GROUP BUDGET	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2008-2009	01 -5101202	OPERATING SUPPLIES	237.72	2,000	502.71		
	01 -5101331	EMPLOYEE TRAVEL & TRAININ	100.00	1,950	1,327.00		
	01 -5210202	OPERATING SUPPLIES	417.65	6,000	772.32		
	01 -5212317	ADVERTISING & PRINTING	35.00	4,720	270.38		
	C1 -5213202	OPERATING SUPPLIES	695.00	7,000	2,536.12		
	01 -5213316	REPAIRS & MAINTENANCE	815.00	6,000	376.57		
	01 -5225401	COMPUTER TECHNOLOGY	434.12	39,500	13,006.22		
	01 -5225404	MUNICIPAL COURT SOFTWARE	16,380.92	33,000	0.00		
	01 -5320202	OPERATING EXPENSE	1,082.51	8,500	549.97		
	01 -5321316	REPAIRS & MAINTENANCE	283.23	10,000	1,140.19		
	01 -5321325	FIRING RANGE	180.00	9,000	3,184.37		
	01 -5322202	OPERATING SUPPLIES	829.50	4,000	1,692.22		
	01 -5322319	MISCELLANEOUS	965.00	4,500	1,921.53		
	01 -5431203	REPAIRS & MAINT SUPPLIES	695.68	12,527	108.95		
	01 -5431207	CLOTHING ALLOWANCE	549.75	15,178	50.25		
	01 -5431329	PROMOTIONAL	71.92	1,500	3.01		
	01 -5542319	MISCELLANEOUS	802.27	16,016	298.02		
	01 -5543202	OPERATING SUPPLIES	502.36	15,500	879.19		
	01 -5548204	SMALL TOOLS	220.00	5,000	110.48		
	C1 -5653202	OPERATING SUPPLIES	390.00	5,920	552.38		
	01 -5862203	REPAIRS & MAINT SUPPLIES	1,407.14	205,128	6,308.53		
	01 -5863203	REPAIR & MAINT SUPPLIES	318.38	32,536	12,857.12		
	01 -5865210	STREET REPAIRS & MAINTENAN	11,677.56	261,500	6,034.02		
	02 -5862203	REPAIRS & MAINT SUPPLIES	620.00	243,743	1,462.64		
	02 -5974203	REPAIRS & MAINT SUPPLIES	8,369.21	38,337	1,872.74		
	02 -5974206	CHEMICALS	26,886.66	394,613	4,067.97		
	02 -5974316	REPAIRS & MAINTENANCE	4,375.47	35,147	90.16		
	02 -5975211	WATER METERS	14,470.00	34,200	0.64		
	02 -5975333	WATER MAIN REPAIR	3,815.68	33,000	0.50		
	28 -5654210	CONCESSION SUPPLIES	52.28	25,700	944.40		
	28 -5654308	CONTRACT SERVICES	164.31	2,000	254.08		
	28 -5654316	REPAIRS & MAINTENANCE	100.00	14,460	5,318.32		
	28 -5654348	FESTIVAL	1,600.00	24,000	2,666.30		
	29 -5324316	REPAIRS-MAINTENANCE	4,149.39	31,220	8,657.23		
** 2008-2009 YEAR TOTALS **			103,693.71				

NO ERRORS

** END OF REPORT **

**CLAIMS FROM JULY 15, 2009
THRU
JULY 28, 2009**

PACKET: 04454 CLAIMS FOR 7/28/09

VENDOR SET: 01

FUND : 08 NUTRITION

DEPARTMENT: 549 NUTRITION

BANK: FNB

BUDGET TO USE: CS-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT

01-A00747	AT&T					
		I-09-25522	08 -5549315	TELEPHONE UTI 918M4006692564 -NUTRITION	046918	117.33
01-D00213	DEBBIE COMPTON					
		I-09-25584	08 -5549308	CONTRACT SERV REIMB OF MILEAGE	046945	66.00
		I-09-25585	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	046946	75.00
01-G00220	KENNETH EUGENE CARR					
		I-09-25587	08 -5549308	CONTRACT SERV REIMB OF MILEAGE	046958	137.50
01-K00186	KENNETH BAKER					
		I-09-25586	08 -5549308	CONTRACT SERV REIMB OF MILEAGE	046970	178.20
		I-09-25588	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	046971	75.00
		I-09-25588	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	046971	150.00
				DEPARTMENT 549 NUTRITION	TOTAL:	799.03

			FUND	08 NUTRITION	TOTAL:	799.03
					REPORT GRAND TOTAL:	799.03

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2009-2010	08 -5549308	CONTRACT SERVICES	681.70	0	1,461.20-	Y	
	08 -5549315	TELEPHONE UTILITY	117.33	0	117.33-	Y	
	** 2009-2010 YEAR TOTALS **		799.03				

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
08 -549	NUTRITION	799.03

08 TOTAL	NUTRITION	799.03

	** TOTAL **	799.03

NO ERRORS

** END OF REPORT **

PACKET: 04454 CLAIMS FOR 7/28/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-A00016	AARON BOATRIGHT					
		I-60533829	01 -5431331	EMPLOYEE TRAV REIMB FOR MOTEL EXPENSE	046927	159.96
01-A00026	AT & T LONG DISTANCE					
		I-09-25376 - JUNE	01 -5215315	TELEPHONE UTI LONG DISTANCE BILL	046917	217.92
01-A00028	"A" PLUS LAWN SERVICE					
		I-09-25301	01 -5542308	CONTRACTED SE CONTRACT MOWING	046928	1,250.00
01-A00267	AIRGAS					
		I-106338380	01 -5542203	REPAIRS & MAI MONTHLY BOTTLE RENTAL	046930	17.87
		I-106338380A	01 -5543203	REPAIRS & MAI MONTHLY BOTTLE RENTAL	046930	15.53
		I-106934686	01 -5542203	REPAIRS & MAI MONTHLY BOTTLE RENTAL	046930	42.13
		I-106934686A	01 -5543203	REPAIRS & MAI MONTHLY BOTTLE RENTAL	046930	82.32
01-A00362	ALLEGIANCE COMMUNICATIO					
		I-09-25492 - JULY 09	01 -5320202	OPERATING EXP CABLE SERVICE: DET. DIV	046931	116.74
01-A00747	AT&T					
		I-09-25522	01 -5215315	TELEPHONE UTI 91842318025801 - TRUNK	046918	1,013.86
01-B00110	BARRETT'S AUTO PRODUCTS					
		I-36866	01 -5865202	OPERATING SUP SAFETY VESTS	046936	60.00
01-900150	BEALES GOODYEAR TIRES					
		I-164265	01 -5431316	REPAIRS & MAI TIRES - SUPPORT ONE	046937	368.96
		I-MC-164650	01 -5862203	REPAIRS & MAI TIRES FOR POLICE CARS	046937	1,420.60
01-B00486	BRADELY RAY INMAN					
		I-09-25601	01 -5544308	CONTRACT LABO UMPIRE FEES - 29 GAMES	046938	580.00
01-B00570	BUCK WILSON BODY SHOP I					
		I-3936	01 -5862203	REPAIRS & MAI REPAIR OF G-1	046940	2,965.30
01-C00046	C D W GOVERNMENT, INC					
		I-PPL8345	01 -5225330	DUES & SUBSCR ANTI VIRUS ANN RENEWAL	046941	2,257.35
01-C00275	CECIL E. WADE					
		I-09-25303	01 -5542308	CONTRACTED SE MONTHLY MOWING CONTRACT	046942	425.00
01-C00320	CENTERPOINT ENERGY ARKL					
		I-09-25495	01 -5215314	GAS UTILITY 6722680 - LIBRARY	046919	51.46
		I-09-25495	01 -5215314	GAS UTILITY 6722367 - 1701 E CARL ALB	046919	38.58
		I-09-25495	01 -5215314	GAS UTILITY 68712934 - 1600 E COLLEGE	046919	14.53
		I-09-25495	01 -5215314	GAS UTILITY 6723571 - MAINT SHOP	046919	48.59
		I-09-25495	01 -5215314	GAS UTILITY 23458219 - 315 E KREBS	046919	14.32
		I-09-25495	01 -5215314	GAS UTILITY 68551878 - 303 W SPRINGER	046919	22.17
		I-09-25495	01 -5215314	GAS UTILITY 6723555 - STIPE CENTER	046919	306.74
		I-09-25495	01 -5215314	GAS UTILITY 6722672 - FIRE STATION 3	046919	17.09

PACKET: 04454 CLAIMS FOR 7/28/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00320	CENTERPOINT ENERGY ARKL		continued			
		I-09-25495	01 -5215314	GAS UTILITY 6722714 - CITY HALL	046919	124.53
		I-09-25495	01 -5215314	GAS UTILITY 6723530 - OAKHILL CEMETER	046919	21.38
01-C00840	CRAWFORD & ASSOCIATES					
		I-4345	01 -5211308	CONTRACTED SE FINANCIAL STATEMENTS	046943	195.00
01-D00143	DAVE'S FITNESS PLUS					
		I-0609-18	01 -5431330	DUES & SUBSCR YEARLY MEMBERSHIP FEE	046944	1,250.00
01-D00230	DEL CIELLO PLUMBING					
		I-7609	01 -5548316	REPAIRS & MAI UNSTOP LINE @ FIREHOUSE 2	046947	58.00
01-D00330	DEPT. OF PUBLIC SAFETY					
		I-04-1000124	01 -5321308	CONTRACTED SE TELETYPE RENTALS	046948	350.00
01-D00520	DOERNER, SAUNDERS,					
		I-137860	01 -5214302	CONSULTANTS MORRIS ARBITRATION	046949	3,570.78
01-D00540	DOLESE BROTHERS					
		I-8-00866-09	01 -5865218	STREET REPAIR FLOWABLE - ST REPAIR	046950	5,452.68
		I-8-00892-09	01 -5865218	STREET REPAIR CONCRETE FOR ST REPAIR	046950	5,580.00
01-D00786	DUSTIN JENSON					
		I-69043680	01 -5431331	EMPLOYEE TRAV REIMB FOR MOTEL EXPENSE	046951	159.96
01-F00015	FLEETCOR TECHNOLOGIES					
		I-NP19870195	01 -5862205	PETROLEUM PRO FUEL FOR GEN/JUNE	046953	16,045.98
01-F00130	FIRE PROTECTION PUBLICA					
		I-568060	01 -5431331	EMPLOYEE TRAV FIRE FIGHTING MANUAL	046955	55.60
01-G00010	G & C RENTAL CENTER, IN					
		I-333B	01 -5865218	STREET REPAIR EQUIP RENTAL	046956	592.89
01-G00091	GFOAO TREASURER					
		I-09-25542	01 -5211331	EMPLOYEE TRAV FINANCIAL MGMT WORKSHOP	046957	60.00
01-H00222	HOMELAND DEFENCE JOURNA					
		I-18848214	01 -5431331	EMPLOYEE TRAV REG FEE - GRANT WRITING	046960	499.00
01-I00110	IMPRESS OFFICE SUPPLY					
		I-028471	01 -5211202	OPERATING SUP OFFICE SUPPLIES	046962	30.82
		I-028513	01 -5321202	OPERATING SUP MISC SUPPLIES	046962	11.98
		I-028535	01 -5211202	OPERATING SUP OFFICE SUPPLIES	046962	95.93
		I-028546	01 -5321202	OPERATING SUP MISC SUPPLIES	046962	8.60
		I-028552	01 -5321202	OPERATING SUP MISC SUPPLIES	046962	5.79
		I-028554	01 -5211202	OPERATING SUP OFFICE SUPPLIES	046962	117.12
		I-028563	01 -5213317	ADVERTISING & RECEIPTS	046962	493.46

PACKET: 04454 CLAIMS FOR 7/28/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT

01-I00110	IMPRESS OFFICE SUPPLY		continued			
		I-028563	01 -5213317	ADVERTISING & COMPLAINT FORMS	046962	217.40
01-I00120	INCODE					
		I-79261	01 -5225349	INCODE SOFTWA ANNUAL SOFTWARE MAINT	046963	24,444.00
		I-79485	01 -5225349	INCODE SOFTWA ACC SERVER UPDATE	046963	78.00
01-I00140	INDIAN NATION WHOLESALE					
		C-CM 807769	01 -5542203	REPAIRS & MAI JANITORIAL SUPPLIES	046964	13.30-
		I-4935541	01 -5542203	REPAIRS & MAI JANITORIAL SUPPLIES	046964	534.15
		I-4944331	01 -5543202	OPERATING SUP CONCESSION SUPPLIES	046964	1,000.00
		I-4944331A	01 -5542203	REPAIRS & MAI JANITORIAL SUPPLIES	046964	154.08
01-J00110	JACKIE BRANNON CORR. CT					
		I-P164	01 -5542308	CONTRACTED SE MONTHLY FEE-INMATE CREW	046965	37.29
01-J00216	JEREMY TODD HOUSE					
		I-09-25604	01 -5544308	CONTRACT LABO UMPIRE FEES - 4 GAMES	046966	80.00
01-J00338	JOB CONSTRUCTION CO INC					
		I-26071	01 -5865218	STREET REPAIR ASPHALT	046967	217.69
		I-26072	01 -5865218	STREET REPAIR ASPHALT	046967	479.99
		I-26073	01 -5865218	STREET REPAIR ASPHALT	046967	493.96
		I-26074	01 -5865218	STREET REPAIR ASPHALT	046967	445.05
		I-26075	01 -5865218	STREET REPAIR ASPHALT	046967	272.51
		I-26076	01 -5865218	STREET REPAIR ASPHALT	046967	285.95
		I-26077	01 -5865218	STREET REPAIR ASPHALT	046967	338.09
		I-26078	01 -5865218	STREET REPAIR ASPHALT	046967	462.79
		I-26083	01 -5865218	STREET REPAIR ASPHALT	046967	707.89
01-K00081	KEATON ALEXANDER					
		I-09-25600	01 -5544308	CONTRACT LABO UMPIRE FEES - 18 GAMES	046969	360.00
01-L00275	LEONARD & RINEER, P.C.					
		I-09-25446	01 -5214302	CONSULTANTS PROFESSIONAL SERVICES	046975	2,306.25
01-L00294	LESLIE MIZE					
		I-09-25599	01 -5544308	CONTRACT LABO UMPIRE FEES - 25 GAMES	046976	500.00
01-L00428	LOWE'S CREDIT SERVICES					
		I-01566	01 -5321316	REPAIRS & MAI SUPPLIES	046977	71.01
01-M00083	MARGARET MCMORROW - LOV					
		I-09-25566	01 -5214302	CONSULTANTS FOB LEGAL SERVICES	046978	1,331.68
		I-09-25566	01 -5214302	CONSULTANTS IAFF LEGAL SERVICES	046978	2,790.75
01-M00093	MARK B. ROATH					
		I-09-25568	01 -5210331	EMPLOYEE TRAV TRAVEL EXP - FOOD & HOTEL	046979	219.06
		I-09-25568	01 -5210331	EMPLOYEE TRAV TRAVEL EXP - MILEAGE	046979	144.88

PACKET: 04454 CLAIMS FOR 7/28/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-M00325	MICHAEL T DAWKINS					
		I-09-25603	01 -5544308	CONTRACT LABO REFEREE FEES - 8 GAMES	046981	160.00
01-MC0098	MCAFFEE & TAFT					
		I-300316	01 -5214302	CONSULTANTS PROF. SERV - GEN EMPL	046982	882.00
01-MC0200	MCALESTER SCOTTISH RITE					
		I-700386	01 -5545311	PARKING RENTA RENTAL ON PARKING LOT JUL	046983	375.00
01-MC0226	MC DONALDS RESTURANT					
		I-09-25511	01 -5321202	OPERATING SUP PRISONER MEALS	046984	83.98
01-M00461	MICHAEL EUGENE BOX					
		I-09-25605	01 -5544308	CONTRACT LABO UMPIRE FEES - 11 GAMES	046985	220.00
01-N00312	NORTH 69 AUTO SALVAGE					
		I-01002256	01 -5862203	REPAIRS & MAI RADIATOR CONDENSOR-UNIT33	046987	225.00
01-000050	OCT EQUIPMENT, INC.					
		I-P67675	01 -5862203	REPAIRS & MAI CYLENDER ASSY-UNILoader	046988	3,246.46
01-000290	OKLA. FIRE CHIEFS ASSOC					
		I-1015	01 -5431330	DUES & SUBSCR MEMBERSHIP FEE	046989	26.00
01-000539	OML-OK MUNICIPAL LEAGUE					
		I-017539	01 -5101330	DUES & SUBSCR 2009/2010 ANN SERV FEES	046991	21,032.90
		I-09-25445	01 -5212330	DUES & SUBSCR 2009/2010 STATE CERT. FEE	046991	51.50
01-P00210	PEPSI COLA					
		I-124108	01 -5544202	OPERATING SUP PRODUCT FOR CONCESSION	046992	10.00
		I-124108	01 -5543202	OPERATING SUP CONCESSION SUPPLIES	046992	350.00
01-P00310	FITNEY BOWES					
		I-09-25433	01 -5215312	EQUIPMENT REN POSTAGE FOR METER	046993	2,500.00
		I-3127966-JY09	01 -5215312	EQUIPMENT REN POSTAGE MAILING SYSTEM	046993	1,569.00
01-P00560	PUBLIC SERVICE/AEP					
		I-09-25518	01 -5215313	ELECTRIC UTIL 957923461008 - 3T LIGHTS	046921	9,149.96
		I-09-25518	01 -5215313	ELECTRIC UTIL 95481109635-333 E CARL AL	046921	35.63
		I-09-25518	01 -5215313	ELECTRIC UTIL 95235582004 - LIBRARY	046921	2,735.58
		I-09-25518	01 -5215313	ELECTRIC UTIL 95966977506 - KOMAR PARK	046921	35.62
		I-09-25518	01 -5215313	ELECTRIC UTIL 95242258705 - PD/NARC	046921	87.47
		I-09-25518	01 -5215313	ELECTRIC UTIL 95205457302-1699 E CARL A	046921	21.35
		I-09-25518	01 -5215313	ELECTRIC UTIL 95692191224-301 W JEFFERS	046921	65.45
		I-09-25518	01 -5215313	ELECTRIC UTIL 95287592018 - GENERAL	046921	13,384.34
		I-09-25519	01 -5215313	ELECTRIC UTIL 95630770212 - 302 E FILLM	046921	754.83
01-Q00017	QUALITY JANITORIAL SUPP					
		I-003005	01 -5544202	OPERATING SUP JANITORIAL SUPPLIES	046994	515.73

PACKET: 04454 CLAIMS FOR 7/28/09

VENDOR SET: 01

FUND : 01 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-R00541	ROY WARD					
		I-09-25602	01 -5544308	CONTRACT LABO UMPIRE FEES - 7 GAMES	046997	140.00
01-S00190	SECURITY SYS. & ENG. IN					
		I-25195	01 -5545316	REPAIRS & MAJ LIBRARY ALARM LEASE	046998	60.00
01-S00726	STAPLES BUSINESS ADVANT					
		C-8011628920	01 -5210202	OPERATING SUP OFFICE SUPPLIES	047004	38.53-
		I-11583	01 -5431202	OPERATING SUP OFFICE SUPPLIES	047004	37.11
		I-13727	01 -5101202	OPERATING SUP OFFICE SUPPLIES	047004	91.86
		I-13727	01 -5210202	OPERATING SUP OFFICE SUPPLIES	047004	100.13
01-S00791	STEIDLEY & NEAL, P.L.L.					
		I-10843	01 -5214302	CONSULTANTS CITY OF MCALESTER V GREEN	047005	150.00
01-T00222	THE WATERS CONSULTING G					
		I-0325-3852	01 -5211308	CONTRACTED SE EXEC SEARCH FOR CFO	047006	4,440.00
		I-0609-1348	01 -5211308	CONTRACTED SE BACKGROUND INVESTIGATION	047006	70.00
		I-0709-1395	01 -5211308	CONTRACTED SE EXEC RECRUITMENT	047006	1,480.00
01-T00366	TIMOTHY B MATKIN					
		I-09-25598	01 -5544308	CONTRACT LABO UMPIRE FEES - 15 GAMES	047007	300.00
01-T00540	TREATS SOLUTIONS INC					
		I-010055	01 -5542203	REPAIRS & MAJ JANITORIAL SUPPLIES	047009	761.96
01-U00130	UNITED SAFETY & CLAIMS					
		I-09-25590	01 -5215106	WORKMAN'S COM WORKERS COMP MED BILLS	047012	10,470.65
01-W00040	WALMART COMMUNITY BRC					
		I-00002276	01 -5548202	OPERATING SUP PROTECTIVE SUP. FOR MAINT	047014	97.00
01-W00270	WHITE ELECTRICAL SUPPLY					
		I-S1091141.001	01 -5225202	OPERATING SUP CABLE, CONNECTORS,	047016	79.81
		I-S1093912.001	01 -5225202	OPERATING SUP CABLE, CONNECTORS,	047016	73.30
01-X00020	XEROX CORP-MAJOR ACCOUN					
		I-800530075	01 -5215312	EQUIPMENT REN XEROX LEASE	047017	2,300.74
			FUND	01	GENERAL FUND	TOTAL: 162,377.52

PACKET: 04454 CLAIMS FOR 7/28/09

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L	ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT

01-A00103	ACCURATE LABS & MINING						
		I-9F16063	02	-5974304	LAB TESTING MONTHLY LAB TESTING	046929	50.00
		I-9G07019	02	-5974304	LAB TESTING MONTHLY LAB TESTING	046929	100.00
01-A00267	AIRGAS						
		I-106934685	02	-5974203	REPAIRS & MAI RENTAL ON BOTTLES	046930	28.78
		I-106934687	02	-5973203	REPAIRS & MAI RENTAL ON GAS TANKS	046930	63.97
01-A00745	ALFA- ASSOC FOR LANDFIL						
		I-341	02	-5864327	SUB TITLE D E 1ST QTR PARTICIPATION FEE	046932	3,323.00
01-A00747	AT&T						
		I-09-25522	02	-5267315	TELEPHONE UTI 91842393004101 - MPWA	046918	3,481.62
		I-09-25522	02	-5267315	TELEPHONE UTI 91814751133780 - DATA LIN	046918	49.00
01-A00751	ATWOODS						
		I-3319721	02	-5974203	REPAIRS & MAI MAINTENANCE SUPPLIES	046933	77.93
		I-3320250	02	-5974203	REPAIRS & MAI MAINTENANCE SUPPLIES	046933	39.92
		I-3321030	02	-5216202	OPERATING SUP WASP SPRAY	046933	68.64
01-A00770	AUTO PARTS CO						
		I-844145	02	-5974203	REPAIRS & MAI SUPPLIES FOR PLANT -MAINT	046934	168.07
		I-844288	02	-5862203	REPAIRS & MAI SMALL AUTO PARTS FOR SHOP	046934	131.50
		I-844290	02	-5862203	REPAIRS & MAI SMALL AUTO PARTS FOR SHOP	046934	95.75
		I-844291	02	-5862203	REPAIRS & MAI SMALL AUTO PARTS FOR SHOP	046934	122.20
		I-844351	02	-5974203	REPAIRS & MAI SUPPLIES FOR PLANT -MAINT	046934	85.62
		I-844359	02	-5862203	REPAIRS & MAI SMALL AUTO PARTS FOR SHOP	046934	122.77
		I-844360	02	-5862203	REPAIRS & MAI SMALL AUTO PARTS FOR SHOP	046934	189.50
		I-844384	02	-5862203	REPAIRS & MAI SMALL AUTO PARTS FOR SHOP	046934	179.84
		I-844385	02	-5862203	REPAIRS & MAI SMALL AUTO PARTS FOR SHOP	046934	291.01
		I-844414	02	-5862203	REPAIRS & MAI SMALL AUTO PARTS FOR SHOP	046934	42.67
		I-844417	02	-5862203	REPAIRS & MAI SMALL AUTO PARTS FOR SHOP	046934	3.76
		I-844474	02	-5862203	REPAIRS & MAI SMALL AUTO PARTS FOR SHOP	046934	42.89
		I-844491	02	-5862203	REPAIRS & MAI SMALL AUTO PARTS FOR SHOP	046934	13.54
		I-844513	02	-5862203	REPAIRS & MAI SMALL AUTO PARTS FOR SHOP	046934	121.36
		I-844541	02	-5862203	REPAIRS & MAI SMALL AUTO PARTS FOR SHOP	046935	168.54
		I-844546	02	-5862203	REPAIRS & MAI SMALL AUTO PARTS FOR SHOP	046935	106.88
		I-844547	02	-5862203	REPAIRS & MAI SMALL AUTO PARTS FOR SHOP	046935	114.06
		I-844570	02	-5862203	REPAIRS & MAI SMALL AUTO PARTS FOR SHOP	046935	12.86
		I-844602	02	-5862203	REPAIRS & MAI SMALL AUTO PARTS FOR SHOP	046935	117.21
		I-844698	02	-5862203	REPAIRS & MAI SMALL AUTO PARTS FOR SHOP	046935	183.67
		I-844716	02	-5862203	REPAIRS & MAI SMALL AUTO PARTS FOR SHOP	046935	171.87
		I-844801	02	-5862203	REPAIRS & MAI SMALL AUTO PARTS FOR SHOP	046935	175.42
01-B00110	BARRETT'S AUTO PRODUCTS						
		I-36839	02	-5866202	OPERATING SUP SAFETY VESTS	046936	60.00
01-B00491	BRENNTAG SOUTHWEST						
		I-BSW1434S2/#2	02	-5973206	CHEMICALS CHLORINE	046939	847.29

PACKET: 04454 CLAIMS FOR 7/28/09

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00320	CENTERPOINT ENERGY ARKL	I-09-25495	02 -5267314	GAS UTILITY 5755988 - BARN	046919	32.85
01-E00265	ERMI ENVIRONMENTAL LABS	I-0903809	02 -5973304	LAB TESTING LAB TESTING @ BOTH PLANTS	046952	135.00
		I-0903810	02 -5973304	LAB TESTING LAB TESTING @ BOTH PLANTS	046952	189.47
01-F00015	FLEETCOR TECHNOLOGIES	I-NP19870196	02 -5862205	PETROLEUM PRO FUEL FOR MPWA/JUNE	046953	8,998.23
01-F00040	FEDERAL EXPRESS CORP.	I-67241	02 -5864203	REPAIRS & MAI SENDING SAMPLES FOR LF	046954	91.43
01-F00251	FORT COBB FUEL AUTHORIT	I-09-25375 - JULY	02 -5267314	GAS UTILITY GAS FOR HEREFORD	046920	8.00
01-H00020	H L'S PAWN SHOP	I-09-25573	02 -5216202	OPERATING SUP HI BEAM FLASHLIGHT	046959	113.99
01-I00020	I B T, INC	I-5103609	02 -5974203	REPAIRS & MAI DISK PACK FOR PUMP HOUSE	046961	475.01
01-I00110	IMPRESS OFFICE SUPPLY	I-028538	02 -5216202	OPERATING SUP OFFICE SUPPLIES	046962	76.34
01-J00399	JOHN C. MODZELEWSKI	I-09-25569	02 -5871331	EMPLOYEE TRAV REIM INTERVIEW HOTEL/FOOD	046968	134.52
		I-09-25569	02 -5871331	EMPLOYEE TRAV REIM INTERVIEW MILEAGE	046968	455.40
01-K00210	KIAXICHI ELECTRIC COOP.	I-JULY 09	02 -5267313	ELECTRIC UTIL ELECTRIC FOR HEREFORD	046972	587.53
01-L00082	LANDFILL EQUIPMENT	I-2437	02 -5864312	EQUIPMENT REN RENTAL ON LF COMPACTOR	046973	7,500.00
01-L00221	LCRA ENVIRONMENTAL LABO	I-LB62494	02 -5974304	LAB TESTING LAB TESTING-DRINKING WATE	046974	475.00
01-L00428	LOWE'S CREDIT SERVICES	I-01730	02 -5975209	UTILITY MAINT SUPPLIES - CONCRETE, ETC	046977	406.80
		I-08103	02 -5975209	UTILITY MAINT SUPPLIES - CONCRETE, ETC	046977	9.97
		I-09021	02 -5975209	UTILITY MAINT SUPPLIES - CONCRETE, ETC	046977	97.76
		I-09046	02 -5974203	REPAIRS & MAI SUPPLIES FOR KFC MAINT	046977	30.40
		I-09727	02 -5974203	REPAIRS & MAI SUPPLIES FOR KFC MAINT	046977	72.53
		I-09806	02 -5974203	REPAIRS & MAI SUPPLIES FOR KFC MAINT	046977	68.98
01-M00304	MESHEK & ASSOC. INC	I-2008.502-03	02 -5871302	CONSULTANTS(H PROFESSIONAL SERVICES	046980	7,064.10
		I-9	02 -5871302	CONSULTANTS(H STORMWATER ENG. SERVICES	046980	10,163.27

PACKET: 04454 CLAIMS FOR 7/28/09

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-N00250	MCALISTER NEWS CAPITAL	I-288	02 -5864202	OPERATING SUP LANDFILL CLOSING JULY 4TH	046986	32.00
01-N00312	NORTH 69 AUTO SALVAGE	I-01002252	02 -5862203	REPAIRS & MAI ROF FOR FORD TOURUS	046987	35.00
01-000295	OKLA. FLOODPLAIN MGMT.A	I-71309	02 -5871331	EMPLOYEE TRAV CFM RENEWAL - 2009	046990	25.00
01-P00560	PUBLIC SERVICE/AEP	I-09-25518	02 -5267313	ELECTRIC UTIL 95043496827 - MPWA	046921	30,862.24
01-R00217	R.D. FLANAGAN & ASSOC	I-2009-7-3	02 -5871302	CONSULTANTS(H HAZARD MITIGATION PLANNIN	046995	1,896.00
01-R00600	RURAL WATER DISTRICT #1	I-09-25374 - JUNE	02 -5267316	WATER UTILITY WATER @ LANDFILL	046922	190.42
01-S00205	SEQUOYAH ENGINEERING, I	I-S91S0609.1	02 -5973302	CONSULTANTS (PRETREATMENT EXPENSES	046999	1,720.00
01-S00212	SERVICE & EQUIPMENT INT	I-2009-0613	02 -5974203	REPAIRS & MAI BATTERIES - GENERATORS	047000	1,031.90
01-S00351	SIGNATURE SCIENCE	I-24000961-15	02 -5974304	LAB TESTING MONTHLY LAB TESTING	047001	368.00
01-S00530	SOUTHWEST CHEMICAL SERV	I-86327	02 -5974206	CHEMICALS 2 TOTES CARUSOL	047003	6,104.00
01-S00726	STAPLES BUSINESS ADVANT	I-32059	02 -5975202	OPERATING SUP OFFICE SUPPLIES - INK ETC	047004	317.54
01-T00473	TONY'S REFRIGERATION, I	I-131	02 -5974203	REPAIRS & MAI ENG. REPAIR ON PUMPS	047008	1,333.55
01-T00605	TULSA CITY-COUNTY	I-10217	02 -5974304	LAB TESTING COLIFORM TESTING (6 MTHS)	047010	80.00
		I-10259	02 -5974304	LAB TESTING COLIFORM TESTING (6 MTHS)	047010	528.00
01-U00020	US CELLULAR	I-09-25525	02 -5975316	REPAIRS & MAI CELL PHONE	047011	159.95
01-U00130	UNITED SAFETY & CLAIMS	I-09-25590	02 -5267106	WORKMAN'S COM WORKERS COMP MED BILLS	047012	10,470.64
01-V00070	VERMEER GREATPLAINS INC	I-05017480	02 -5864410	LAND IMPROVEM HAMMER TEETH-TUB GRINDER	047013	1,617.14
		I-05017480	02 -5864410	LAND IMPROVEM HAMMER TEETH-TUB GRINDER	047013	69.50

PACKET: 04454 CLAIMS FOR 7/28/09

VENDOR SET: 01

FUND : 02 MPWA

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-V00070	VERMEER GREATPLAINS INC		continued			
		I-05017480	02 -5864410	LAND IMPROVEM HAMMER TEETH-TUB GRINDER	047013	69.50-
01-W00040	WALMART COMMUNITY BRC					
		I-01571	02 -5216202	OPERATING SUP SUPPLIES	047014	216.00
		I-03037	02 -5216202	OPERATING SUP SUPPLIES	047014	63.06
		I-09838	02 -5216202	OPERATING SUP SUPPLIES	047014	51.82
01-W00130	WATER PRODUCTS					
		I-0765812	02 -5975202	OPERATING SUP WATER METER PARTS	047015	1,201.25
01-Z00010	ZEE MEDICAL INK					
		I-21831804	02 -5216202	OPERATING SUP MEDICAL SUPPLIES	047018	89.80
			FUND 02 MPWA		TOTAL:	106,431.03

PACKET: 04454 CLAIMS FOR 7/28/09

VENDOR SET: 01

FUND : 03 AIRPORT AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-C00320	CENTERPOINT ENERGY ARKL					
		I-09-25495	03 -5876314	GAS UTILITY 1475011 - AIRPORT	046919	45.74
01-P00560	PUBLIC SERVICE/AEP					
		I-09-25518	03 -5876313	ELECTRIC UTIL 95291700219 - AIRPORT	046921	745.12
			FUND 03	AIRPORT AUTHORITY	TOTAL:	790.86

PACKET: 04454 CLAIMS FOR 7/28/09

VENDOR SET: 01

FUND : 05 PARKING AUTHORITY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-P00560	PUBLIC SERVICE/AEP	I-09-25518	05 -5218313	ELECTRIC UTIL 95244619006-PARKING AUTH	046921	65.63
			FUND	05 PARKING AUTHORITY	TOTAL:	65.63

PACKET: 04454 CLAIMS FOR 7/28/09

VENDOR SET: 01

FUND : 08 NUTRITION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT

01-A00747	AT&T					
		I-09-25522	08 -5549315	TELEPHONE UTI 918A4006692564 -NUTRITION	046918	117.33
01-D00213	DEBBIE COMPTON					
		I-09-25584	08 -5549308	CONTRACT SERV REIMB OF MILEAGE	046945	66.00
		I-09-25585	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	046946	75.00
01-G00220	KENNETH EUGENE CARR					
		I-09-25587	08 -5549308	CONTRACT SERV REIMB OF MILEAGE	046958	137.50
01-K00186	KENNETH BAKER					
		I-09-25586	08 -5549308	CONTRACT SERV REIMB OF MILEAGE	046970	178.20
		I-09-25588	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	046971	75.00
		I-09-25588	08 -5549308	CONTRACT SERV CONTRACT MEAL DELIVERY	046971	150.00
			FUND 08 NUTRITION	TOTAL:		799.03

PACKET: 04454 CLAIMS FOR 7/28/09

VENDOR SET: 01

FUND : 28 SE EXPO CTR/TOURISM FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-L00428	LOWE'S CREDIT SERVICES					
		I-08107	28 -5654203	REPAIR & MAIN MISC REPAIR & MAINT SUPPL	046977	1,250.62
01-P00560	PUBLIC SERVICE/AEP					
		I-09-25518	28 -5654313	ELECTRIC OTTL 95297190423 - EXPO	046921	4,230.98
01-S00365	SIMPLEXGRINNELL LP					
		I-64611630	28 -5654316	REPAIRS & MAI SERVICE CALL & PARTS	047002	682.45
01-W00040	WALMART COMMUNITY BRC					
		I-008018	28 -5654224	CATERING CATERING DHS	047014	90.72
		I-009136	28 -5654224	CATERING CATERING DHS	047014	14.30
		I-013346	28 -5654224	CATERING CATERING DHS	047014	24.64
01-W00270	WHITE ELECTRICAL SUPPLY					
		I-S1095036.001	28 -5654203	REPAIR & MAIN LIGHT BULBS - M1000U	047016	139.68
			FUND	28	SE EXPO CTR/TOURISM FUND TOTAL:	6,433.39

PACKET: 04454 CLAIMS FOR 7/28/09

VENDOR SET: 01

FUND : 29 E-911

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-A00747	AT&T					
		I-09-25522	29 -5324315	TELEPHONE UTI 91868300256872 - E911	046918	2,468.15
01-L00428	LOWE'S CREDIT SERVICES					
		I-01662	29 -5324316	REPAIRS-MAINT MISC SUPPLISE - 911 CTR	046977	22.06
		I-02300	29 -5324316	REPAIRS-MAINT MISC SUPPLISE - 911 CTR	046977	61.71
		I-08960	29 -5324316	REPAIRS-MAINT MISC SUPPLISE - 911 CTR	046977	2.81
		I-09112	29 -5324316	REPAIRS-MAINT MISC SUPPLISE - 911 CTR	046977	11.45
		I-09170	29 -5324316	REPAIRS-MAINT MISC SUPPLISE - 911 CTR	046977	67.35
01-R00473	ROBERTS WINDOW TINTING					
		I-287450	29 -5324316	REPAIRS-MAINT TINK 1 DOOR W/MIRROR FILM	046996	85.00
				FUND 29 E-911	TOTAL:	2,718.53
					REPORT GRAND TOTAL:	279,615.99

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2009-2010	01 -5101202	OPERATING SUPPLIES	91.86	0	91.86-	Y	
	01 -5101330	DUES & SUBSCRIPTIONS	21,032.90	0	22,917.09-	Y	
	01 -5210202	OPERATING SUPPLIES	61.60	0	261.60-	Y	
	01 -5210331	EMPLOYEE TRAVEL & TRAININ	363.94	0	363.94-	Y	
	01 -5211202	OPERATING SUPPLIES	243.87	0	3,012.60-	Y	
	01 -5211308	CONTRACTED SERVICES	6,185.00	0	15,990.00-	Y	
	01 -5211331	EMPLOYEE TRAVEL & TRAININ	60.00	0	60.00-	Y	
	01 -5212330	DUES & SUBSCRIPTIONS	51.50	0	51.50-	Y	
	01 -5213317	ADVERTISING & PRINTING	710.86	0	710.86-	Y	
	01 -5214302	CONSULTANTS	11,031.46	0	26,031.46-	Y	
	01 -5215106	WORKMAN'S COMP	10,470.65	0	26,834.07-	Y	
	01 -5215312	EQUIPMENT RENTALS	6,369.74	0	21,034.28-	Y	
	01 -5215313	ELECTRIC UTILITY	26,270.23	0	26,270.23-	Y	
	01 -5215314	GAS UTILITY	659.39	0	659.39-	Y	
	01 -5215315	TELEPHONE UTILITY	1,231.78	0	14,263.86-	Y	
	01 -5225202	OPERATING SUPPLIES	153.11	0	834.00-	Y	
	01 -5225330	DUES & SUBSCRIPTIONS	2,257.35	0	2,257.35-	Y	
	01 -5225349	INCODE SOFTWARE MAINTENANC	24,522.00	0	24,522.00-	Y	
	01 -5320202	OPERATING EXPENSE	116.74	0	659.94-	Y	
	01 -5321202	OPERATING SUPPLIES	110.35	0	1,368.98-	Y	
	01 -5321308	CONTRACTED SERVICES	350.00	0	2,100.00-	Y	
	01 -5321316	REPAIRS & MAINTENANCE	71.00	0	800.00-	Y	
	01 -5431202	OPERATING SUPPLIES	37.11	0	5,722.11-	Y	
	01 -5431316	REPAIRS & MAINTENANCE	368.96	0	1,563.96-	Y	
	01 -5431330	DUES & SUBSCRIPTIONS	1,276.00	0	1,276.00-	Y	
	01 -5431331	EMPLOYEE TRAVEL & TRAININ	874.52	0	2,362.52-	Y	
	01 -5542203	REPAIRS & MAINT SUPPLIES	1,496.89	0	5,989.64-	Y	
	01 -5542308	CONTRACTED SERVICES	1,712.29	0	1,712.29-	Y	
	01 -5543202	OPERATING SUPPLIES	1,350.00	0	2,063.50-	Y	
	01 -5543203	REPAIRS & MAINT SUPPLIES	97.85	0	97.85-	Y	
	01 -5544202	OPERATING SUPPLIES	525.73	0	725.73-	Y	
	01 -5544308	CONTRACT LABOR	2,340.00	0	3,280.00-	Y	
	01 -5545311	PARKING RENTAL	375.00	0	2,250.00-	Y	
	01 -5545316	REPAIRS & MAINTENANCE	60.00	0	180.00-	Y	
	01 -5548202	OPERATING SUPPLIES	97.00	0	97.00-	Y	
	01 -5548316	REPAIRS & MAINTENANCE	58.00	0	854.00-	Y	
	01 -5862203	REPAIRS & MAINT SUPPLIES	7,857.36	0	22,998.51-	Y	
	01 -5862205	PETROLEUM PRODUCTS	16,045.98	0	16,045.98-	Y	
	01 -5865202	OPERATING SUPPLIES	60.00	0	165.00-	Y	
	01 -5865218	STREET REPAIRS & MAINTENAN	15,329.49	0	37,970.61-	Y	
	02 -5216202	OPERATING SUPPLIES	679.65	0	2,514.99-	Y	
	02 -5267106	WORKMAN'S COMP	10,470.64	0	16,322.51-	Y	
	02 -5267313	ELECTRIC UTILITY	31,449.77	0	33,362.24-	Y	
	02 -5267314	GAS UTILITY	40.85	0	332.85-	Y	
	02 -5267315	TELEPHONE UTILITY	3,530.62	0	3,530.62-	Y	

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		-----GROUP BUDGET-----	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAIL:ABLE BUDG
02	-5267316	WATER UTILITY	190.42	0	2,300.00-	Y	
02	-5862203	REPAIRS & MAINT SUPPLIES	2,442.30	0	15,508.66-	Y	
02	-5862205	PETROLEUM PRODUCTS	8,998.23	0	9,160.48-	Y	
02	-5864202	OPERATING SUPPLIES	32.00	0	32.00-	Y	
02	-5864203	REPAIRS & MAINT SUPPLIES	91.43	0	91.43-	Y	
02	-5864312	EQUIPMENT RENTALS	7,500.00	0	7,500.00-	Y	
02	-5864327	SUB TITLE D EXPENSE	3,323.00	0	3,323.00-	Y	
02	-5864410	LAND IMPROVEMENTS	1,617.14	0	1,617.14-	Y	
02	-5866202	OPERATING SUPPLIES	60.00	0	560.00-	Y	
02	-5871302	CONSULTANTS(EMP & SW PHASE	19,123.37	0	19,123.37-	Y	
02	-5871331	EMPLOYEE TRAVEL & TRAININ	614.92	0	994.92-	Y	
02	-5973203	REPAIRS & MAINT SUPPLIES	63.97	0	5,436.97-	Y	
02	-5973206	CHEMICALS	847.29	0	2,856.29-	Y	
02	-5973302	CONSULTANTS (IND. PRETREAT	1,720.00	0	1,720.00-	Y	
02	-5973304	LAB TESTING	324.47	0	1,600.00-	Y	
02	-5974203	REPAIRS & MAINT SUPPLIES	3,412.69	0	7,390.46-	Y	
02	-5974206	CHEMICALS	6,104.00	0	42,604.00-	Y	
02	-5974304	LAB TESTING	1,601.00	0	13,175.00-	Y	
02	-5975202	OPERATING SUPPLIES	1,518.79	0	1,701.25-	Y	
02	-5975209	UTILITY MAINTENANCE SUPP.	514.53	0	1,000.00-	Y	
02	-5975316	REPAIRS & MAINTENANCE	159.95	0	159.95-	Y	
03	-5876313	ELECTRIC UTILITY	745.12	0	745.12-	Y	
03	-5876314	GAS UTILITY	45.74	0	45.74-	Y	
05	-5218313	ELECTRIC UTILITY	65.63	0	65.63-	Y	
08	-5549308	CONTRACT SERVICES	681.70	0	1,461.20-	Y	
08	-5549315	TELEPHONE UTILITY	117.33	0	117.33-	Y	
28	-5654203	REPAIR & MAINT SUPPLIES	1,390.30	0	4,313.60-	Y	
28	-5654224	CATERING	129.66	0	400.00-	Y	
28	-5654313	ELECTRIC UTILITY	4,230.98	0	4,230.98-	Y	
28	-5654316	REPAIRS & MAINTENANCE	682.45	0	2,352.45-	Y	
29	-5324315	TELEPHONE UTILITY	2,468.15	0	2,468.15-	Y	
29	-5324316	REPAIRS-MAINTENANCE	250.38	0	1,972.99-	Y	
** 2009-2010 YEAR TOTALS **			279,615.99				

NO ERRORS

** END OF REPORT **

PACKET: 04464 CLAIMS FOR 7/28/09

VENDOR SET: 01

FUND : 30 ECONOMIC DEVELOPMENT

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT

01-MC0134	MCALESTER MAIN STREET					
		I-JULY 2009	30 -5211319	MISCELLANEOUS JULY 2009	047109	2,500.00
				FUND 30 ECONOMIC DEVELOPMENT	TOTAL:	2,500.00
					REPORT GRAND TOTAL:	2,500.00

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2009-2010	30 -5211319	MISCELLANEOUS	2,500.00	0	2,500.00-	Y	
** 2009-2010 YEAR TOTALS **			2,500.00				

NO ERRORS

** END OF REPORT **



McAlester City Council

AGENDA REPORT

Meeting Date: July 28, 2009 Item Number: 1
Department: City Manager
Prepared By: Mark B. Roath Account Code: _____
Date Prepared: July 20, 2009 Budgeted Amount: _____
Exhibits: One

Subject

Consider, and act upon, a Resolution establishing a formal plan for repayment of funds identified in the BKD, LLP Forensic Accounting Report as improperly transferred and owed by the City of McAlester, Oklahoma.

Recommendation

Motion to approve a Resolution establishing a plan and schedule to repay funds identified in the BKD Report.

Discussion

Mayor Kevin E. Priddle formed a Council Subcommittee to review, and then establish a formal plan and schedule to repay the funds identified in the BKD Report as improperly transferred. The Subcommittee consisted of the following members: Kevin E. Priddle, Mayor, Buddy Garvin, Vice-Mayor and Donnie Condit, Councilmember.

Mayor Priddle has prepared a power point presentation on the subject, which will be shown at the meeting.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>07/20/09</u>

**A RESOLUTION ESTABLISHING A FORMAL PLAN FOR REPAYMENT
OF FUNDS IDENTIFIED IN THE BKD, LLP FORENSIC ACCOUNTING
REPORT**

WHEREAS, the City of McAlester, Oklahoma by and through its City Council remains committed to restoring public faith in government, and to correcting past errors and omissions.

WHEREAS, to these ends the City Council did engage the firm of BKD, LLP to prepare a forensic audit to identify and address possible irregularities involving past usage of specific bond proceeds;

WHEREAS, the firm of BKD, LLP did complete and present their Report to the McAlester City Council on February 14, 2006, identifying \$3,291,826 which was transferred to the City by the Bond Trustee, which included funds either used for unknown purposes or which appear to have been used improperly (hereinafter referred to as the "Identified Bond Proceeds");

WHEREAS, In an effort to correct any appearance of impropriety, the City did appropriate and transfer \$310,000 in fiscal year 2006/07, to Fund No. 41 entitled CIP Fund as partial repayment of the identified bond proceeds;

WHEREAS, In an effort to correct any appearance of impropriety, the City did appropriate and transfer \$100,000 in fiscal year 2008/09, to Fund No. 41 entitled CIP Fund as partial repayment of the identified bond proceeds;

WHEREAS, the City's auditors now recommend that the City establish a formal plan for repayment of the remaining balance to fully restore the identified bond proceeds, as set forth the BKD Report.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of McAlester, Oklahoma that:

Section 1. The foregoing Recitals shall be and are hereby incorporated in this Section 1 as if said Recitals were fully set forth.

Section 2. That the City Council hereby adopts this formal plan of repayment as evidence of its good faith and of its commitment to the resources and people of this community.

Section 3. That the balances of the specifically identified bond proceeds of the BKD Report, less those sums previously appropriated for repayment, shall be fully repaid or restored from the City's general fund on or before the maturity date of each such bond issue.

Section 4. That the remaining appropriations and transfers required above, shall be done annually as part of the City's formal budget process, in amounts deemed necessary and appropriate by the McAlester City Council to balance available resources while insuring completion of repayment by the applicable maturity dates.

PASSED and APPROVED at the regular meeting of the City Council of the City of McAlester, Oklahoma, and duly signed by the Mayor on this 28th day of July, 2009.

CITY OF McALESTER, OKLAHOMA,
A Municipal Corporation

By: _____
Kevin E. Priddle, Mayor

ATTEST:

Cora Middleton, City Clerk



McAlester City Council

AGENDA REPORT

Meeting Date: July 28, 2009 Item Number: 2
Department: City Manager
Prepared By: Mark B. Roath Account Code: _____
Date Prepared: _____ Budgeted Amount: _____
Exhibits: One

Subject

Consider, and act upon, an Ordinance amending Ordinance No. 2327 which established the budget for fiscal year 2009-2010; repealing all conflicting ordinances; providing for a severability clause; and declaring an emergency.

Recommendation

Motion to approve the budget amendment ordinance.

Discussion

The budget amendment ordinance is necessary to cover proposed expenditures not included in the budget for this fiscal year.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>07/20/2009</u>

ORDINANCE NO. __

AN ORDINANCE OF THE CITY OF McALESTER, OKLAHOMA, AMENDING ORDINANCE NO. 2327 WHICH ESTABLISHED THE BUDGET FOR FISCAL YEAR 2009-2010; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; AND DECLARING AN EMERGENCY.

WHEREAS, the City Council heretofore adopted Ordinance No. 2327 setting forth the Budget for Fiscal Year 2009-2010 beginning July 1, 2009 and ending June 30, 2010; and

WHEREAS, the City Departments and Divisions routinely review their budget appropriations to determine if any changes are necessary; and

WHEREAS, based upon said review the City staff now recommends that certain amendments to the Budget be considered by the City Council; and

WHEREAS, the City Council has the authority to make amendments to the City Budget under Article 5, Section 5.07 (b) of the new City Charter as well as State law; and

WHEREAS, the City Council has determined that the proposed amendment to the FY 2009-2010 Budget, with the revenues and expenditures therein contained, is in the best interest of the City; and therefore, desires to adopt the same by formal action.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF McALESTER, OKLAHOMA:

SECTION 1: The proposed amendment to the FY 2009-2010 Budget of the City of McAlester, Oklahoma, as heretofore adopted by Ordinance, as summarized in Exhibits A1 through A4, which are attached hereto and fully incorporated herein by reference, be, and the same hereby are, completely adopted and approved as an amendment to the said FY 2009-2010 Budget.

SECTION 2: All portions of the existing FY 2009-2010 Budget, Ordinance No. 2327 except as specifically herein amended, shall remain in full force and effect, and not be otherwise affected by the adoption of the amendatory ordinance.

SECTION 3: That all other ordinances in conflict herewith are hereby repealed to the extent of any such conflict or inconsistency and all other ordinances not in conflict herewith shall remain in full force and effect.

SECTION 4: Should any paragraph, sentence, subdivision, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the

same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part or parts as declared to be invalid, illegal, or unconstitutional.

SECTION 5: That an emergency is hereby declared to exist, and for the provision of the public peace, health and safety, by reason whereof it is necessary that all acts take effect immediately and be in full force and effect from, and after the passage and approval.

PASSED and the EMERGENCY CLAUSE ruled on separately this 28th day of July, 2009.

**CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation**

By _____
Kevin E. Priddle, Mayor

ATTEST:

Cora Middleton, City Clerk

Approved as to form and legality this 28th day of July, 2009.

William J. Ervin, City Attorney

FY 2009-2010 BUDGET AMENDMENT

GENERAL FUND (01)

Estimated Fund Balance 6/30/09	244,062
FY 09-10 Budgeted Revenues	14,324,388
FY 09-10 Budgeted Appropriations	(14,486,432)
Additional Revenue	4,500
Budget Amendments	(4,500)
Estimated Ending Fund Balance	<u>82,018</u>

DEPARTMENT	FUND	ACCOUNT NO.	REV/EXP	AMOUNT	DESCRIPTION
REVENUES	01	4-0-202	REV	4,500	Building Permits
		<u>Total Revenues</u>		<u>4,500</u>	
COUNCIL	01	5101359	EXP	4,500	Building/Inspection Fees to the City of McAlester for Accessible Space, Inc.
MUNICIPAL COURT	01	5213336	EXP	(100,000)	Fees
INTERDEPARTMENTAL	01	5215631	EXP	100,000	Transfer to CIP Fund 41
		<u>Total Appropriations</u>		<u>4,500</u>	

FY 2009-2010 BUDGET AMENDMENT

FIRE IMPROVEMENT GRANT (19)

Estimated Fund Balance 6/30/09	-
FY 09-10 Budgeted Revenues	-
FY 09-10 Budgeted Appropriations	-
Additional Revenue	22,000
Budget Amendments	<u>(22,000)</u>
Estimated Ending Fund Balance	<u>-</u>

DEPARTMENT	FUND	ACCOUNT NO.	REV/EXP	AMOUNT	DESCRIPTION
FIRE	19	4-0-330	REV	22,000	Department of Agriculture
				<u>Total Revenues</u>	<u>22,000</u>
FIRE	19	5431401	EXP	22,000	2010 Ford 350 4X4
				<u>Total Appropriations</u>	<u>22,000</u>

FY 2009-2010 BUDGET AMENDMENT

SE EXPO CTR/TOURISM FUND (28)

Estimated Fund Balance 6/30/09	464,513
FY 09-10 Budgeted Revenues	629,130
FY 09-10 Budgeted Appropriations	(708,742)
Additional Revenue	-
Budget Amendments	<u>(1,250)</u>
Estimated Ending Fund Balance	<u>383,651</u>

DEPARTMENT	FUND	ACCOUNT NO.	REV/EXP	AMOUNT	DESCRIPTION
TOURISM	28	5654350	EXP	1,250	TULSA FAIR
		<u>Total Appropriations</u>		<u>1,250</u>	

FY 2009-2010 BUDGET AMENDMENT

ECONOMIC DEVELOPMENT (30)

Estimated Fund Balance 6/30/09	1,441,712
FY 09-10 Budgeted Revenues	1,290,625
FY 09-10 Budgeted Appropriations	(1,609,599)
Additional Revenue	230,747
Budget Amendments	(280,096)
Estimated Ending Fund Balance	<u>1,073,389</u>

DEPARTMENT	FUND	ACCOUNT NO.	REV/EXP	AMOUNT	DESCRIPTION
ED BOND	30	4-0-721	REV	230,747	McAlester Public Works Econ. Dev. Bond
		Total Revenues		<u>230,747</u>	
Public Works	30	5211360	EXP	49,349	McAlester Economic Development
Economic Dev.	30	5211360	EXP	230,747	ED Project 14th & Village Blvd. Utilities Ext.
		Total Appropriations		<u>280,096</u>	



McAlester City Council

AGENDA REPORT

Meeting Date: July 28, 2009
Department: City Council
Prepared By: Mark B. Roath
Date Prepared: July 20, 2009

Item Number: 3
Account Code: _____
Budgeted Amount: _____
Exhibits: Two

Subject

Consider, and act upon, authorizing the Mayor to execute contract related to economic development services for fiscal year 2009/2010, between the City of McAlester and McAlester Economic Development Service, Inc. (MEDS).

Recommendation

Motion to approve authorizing the Mayor to execute contract between the City of McAlester and McAlester Economic Development Service, Inc. (MEDS).

Discussion

A Council Sub-Committee consisting of Vice-Mayor Buddy Garvin, Councilmember's Donnie Condit and Chris Fiedler renegotiated a contract with the McAlester Economic Development Service, Inc. for this fiscal year.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>07/20/09</u>

CONTRACT

This Contract is made between the City of McAlester, a municipal corporation ("City") and the McAlester Economic Development Service, Inc., a non-profit corporation ("MEDS"). In this Contract, either the City or MEDS may also be referred to individually as a "Party" or jointly as the "Parties."

WITNESSETH:

WHEREAS, the City desires to assist firms and individuals considering locating or expanding their businesses in McAlester; and

WHEREAS, the City desires to retain existing businesses in McAlester; and

WHEREAS, MEDS possesses the knowledge, skills and ability to assist the City in achieving these desires,

NOW, THEREFORE, in consideration of the mutual promises, obligations, representations, and assurances in this Contract, the Parties agree to the following:

1. SCOPE OF SERVICES

- A. MEDS will engage in industrial and commercial business solicitation activities on behalf of the City in order to expand the economic base of Pittsburg County, Oklahoma, through attraction of new business and industry.
- B. MEDS will provide technical assistance to new and existing businesses and industry on behalf of the City to promote expansion and maintenance of the economic base of Pittsburg County, Oklahoma.
- C. The City and MEDS will jointly establish a set of measurable goals and objectives to provide accountability and assess the effectiveness of MEDS efforts. Goals shall be as specific as possible and shall focus on actual tangible efforts to expand economic development. They shall not include service on boards or commissions.
- D. In furtherance of the agreed-upon goals and objectives, MEDS shall provide a work plan to the City no later than thirty days after the effective date of this Contract.
- E. MEDS will provide a quarterly performance report to the City that shall include the current measurements against the goals and objectives. This report shall include the current financial status of the MEDS Organization.
- F. MEDS will provide to the City a written annual performance report on economic development activities within thirty days following the end of the City's fiscal year.

2. PAYMENT FOR SERVICES

- A. In support of MEDS normal cost of operations, the City will pay to MEDS a maximum amount of \$219,849.00 (this does not include the amount of private donations) during the term of this Contract subject to the following conditions:
 - 1) The City's amount of funding at any point in the fiscal year shall not exceed the proportionate share of \$219,849.00 based on the current month of the fiscal year in relation to twelve months. [Example: \$219,849.00 divided by twelve equal payments of \$18,320.75.]
 - 2) MEDS shall provide appropriate documentation to the City in support of a written request for payment. These requests for payment will be in the form of a written letter of request and may be submitted at any time but are limited to no more than one request per calendar month.
 - 3) The City shall process requests for payments through its normal payment procedures.
 - 4) The City will continue to provide office space including related utility costs for MEDS' staff at no cost. The fair market value of this in-kind contribution is estimated to be \$15,000.00.

3. EFFECTIVE DATE AND TERMINATION

- A. The effective date of this Contract shall be July 1, 2009, and unless otherwise terminated or cancelled as provided

below, it shall end on June 30, 2010, at which date this Contract expires without any further act or notice of either Party being required. The Parties are under no obligation to renew or extend this Contract. Notwithstanding the above, under no circumstances shall this Contract be effective and binding and no payments to MEDS shall be due or owing unless and until:

- 1) This Contract is signed by a MEDS officer, legally authorized to bind MEDS;
- 2) Any conditions precedent to the Contract have been submitted and accepted by the City;
- 3) This Contract is signed by the mayor, legally authorized by the city council to bind the City, who shall be the final signatory to this Contract.

B. The City or MEDS may terminate and/or cancel this Contract, or any part thereof, at any time during its term upon thirty days notice, for any reason without incurring obligation or penalty of any kind. The effective date of notice for termination or cancellation shall be the date of council or MEDS board action providing for said termination or cancellation.

C. The City's sole obligation in the event of termination is for payment for services rendered by MEDS before the effective date of termination.

D. Notices given under this contract shall be in writing and shall either be personally delivered or sent by mail VIA Certified Delivery.

If notice is sent to MEDS, it shall be addressed to MEDS then known address.

If notice is sent to the City, it shall be addressed to:

City Clerk
City of McAlester
City Hall
First and Washington
McAlester, OK 74501

E. Any modifications, amendments, recessions, waivers or releases to this Contract must be in writing and agreed to by both Parties.

4. ASSURANCES AND WARRANTIES

A. MEDS warrants that all services performed hereunder will be performed in a manner that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.

B. MEDS shall pay its own local, state, and federal taxes including, without limitation, social security taxes and unemployment compensation taxes. The City shall not be liable to, or required to, reimburse MEDS for any federal, state and local taxes or fees of any kind.

C. Except as otherwise expressly provided in this Contract, MEDS shall be solely responsible and liable for all costs and expenses incident to the performance of all services for the City including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.

D. MEDS shall employ and assign qualified MEDS Employees as necessary and appropriate to provide the services under this Contract. MEDS shall ensure all MEDS Employees have all the knowledge, skill, and qualifications necessary to perform the required services.

E. MEDS shall solely control, direct, and supervise all MEDS Employees with respect to all MEDS obligations under this Contract. MEDS will be solely responsible for and fully liable for the conduct and supervision of any MEDS Employee.

F. All MEDS Employees shall be employed at MEDS sole expense (including employment-related taxes and insurance) and MEDS warrants that all MEDS Employees shall fully comply with and adhere to all of the terms

of this Contract. MEDS shall indemnify and hold the City harmless for all Claims against the City by any MEDS Employee, arising out of any contract for hire or employer-employee relationship between MEDS and any MEDS Employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind.

- G. Nothing in this Contract is intended to establish an employer-employee relationship between the City and either MEDS or any MEDS Employee. All MEDS Employees assigned to provide services under this Contract by MEDS shall, in all cases, be deemed employees of MEDS and not employees, agents or subcontractors of the City.
- H. Nothing in this Contract is intended to authorize MEDS to obligate the City regarding any commitment to a third party, including, but not necessarily limited to, cash or non-cash incentives and the sale, lease or donation of real property, other city assets or city services, without the prior specific consent of the city council as evidenced by a recorded affirmative majority vote in open session.

5. INDEMNIFICATION

- A. MEDS shall indemnify and hold the City harmless from any and all Claims which are incurred by or asserted against the City by any person or entity alleged to have been caused, or found to arise, from the acts, performances, errors, or omissions of MEDS or MEDS Employees.
- B. MEDS shall have no rights against the City for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by the City except as expressly provided herein.
- C. MEDS waives and releases all actions, liabilities, loss and damage including any subrogated rights it may have against the City based upon any Claim brought against the City suffered by a MEDS Employee.

6. DEFINITIONS

The following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall be defined and interpreted as follows:

- A. "City" means the City of McAlester, Oklahoma, a Municipal Corporation, its departments, divisions, authorities, boards, committees, and "City Agent" as defined below.
- B. "City Agent" means all elected and appointed officials, directors, board members, council members, employees, volunteers, representatives, and/or any such persons' successors (whether such person acts or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them. "City Agent" shall also include any person who was a "City Agent" anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as an Agent.
- C. "Claims" means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or asserted against the City, or for which the City may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
- D. "MEDS Employee" means without limitation, any employees, officers, directors, managers, trustees, volunteers, attorneys, and representatives of MEDS, and also includes any MEDS licensees, concessionaires, contractors, subcontractors, independent contractors, contractor's Contractors, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official capacities), and/or any and all persons acting by, through, under, or in concert with any of the above. "MEDS Employee" shall also include any person who was a MEDS Employee at anytime during the term of this contract but, for any reason, is no longer employed, appointed, or elected in that capacity.

7. GENERAL TERMS AND CONDITIONS

- A. **Access and Records.** MEDS will maintain accurate books and records in connection with the services provided under this Contract for 36 months after the end of this Contract, and provide the City with reasonable access to such books and records.
- B. **Captions.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this contract. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this contract shall be deemed the appropriate plurality, gender or possession as the context requires.
- C. **City Right to Suspend Services.** Upon written notice, the City may suspend performance of this Contract if MEDS has failed to comply with Federal, State, or Local laws, or any requirements contained in this Contract. The right to suspend services is in addition to the City's right to terminate and/or cancel this Contract. The City shall incur no penalty, expense, or liability to MEDS if the City suspends services under this Section.
- D. **Compliance with Laws.** MEDS shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.
- E. **Conflict of Interest.** To avoid any real or perceived conflict of interest, MEDS shall identify any MEDS Employee or relative of MEDS Employees who are presently employed by the City. MEDS shall give the City immediate notice if there are any City Agents or relatives of City Agents who are presently employed by MEDS.
- F. **Cumulative Remedies.** A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
- G. **Discrimination.** MEDS shall not discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, or handicap in violation of State and Federal law. MEDS shall promptly notify the City of any complaint or charge filed and/or determination by any Court or administrative agency of illegal discrimination by MEDS. The City, at its discretion, may consider any illegal discrimination conviction as a breach of this Contract and may terminate or cancel this Contract immediately with notice.
- H. **Entire Contract.** This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.
- I. **Force Majeure.** Notwithstanding any other term or provision of this Contract, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, any law, order, regulation, direction, action, or request of the United States government or of any other government, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor difficulties. Reasonable notice shall be given to the affected Party of any such event.
- J. **No Implied Waiver.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term, condition, or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.
- K. **No Third Party Beneficiaries.** Except as provided for the benefit of the Parties, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' rights in this Contract, and/or any other right, in favor of any other person or entity.
- L. **Reservation of Rights.** This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the City.

M. Severability. If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect. Notwithstanding the above, if MEDS' promise to indemnify or hold the City harmless is found illegal or invalid, MEDS shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the City.

N. Survival of Terms and Conditions. The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:

- a. "ASSURANCES AND WARRANTIES";
- b. "INDEMNIFICATION";
 - i. "SEVERABILITY"; AND
 - ii. "SURVIVAL OF TERMS AND CONDITIONS".

Executed and adopted upon motion duly made, seconded and passed this _____ day of July 2009, for the City of McAlester.

CITY OF McALESTER, OKLAHOMA
A Municipal Corporation

By _____
Kevin E. Priddle, Mayor

ATTEST:

Cora Middleton, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Ervin & Ervin, City Attorneys, By; William J. Ervin

Executed and adopted upon motion duly made, seconded and passed this _____ day of July 2009, for the McAlester Economic Development Service, Inc.

McALESTER ECONOMIC DEVELOPMENT SERVICE, INC...

By _____
Kenneth R. Miller, President

ATTEST:

Note; See attachment, entitled 2009-2010 MEDS-City of McAlester Contract Goals and Objectives, pages 1, 2, & 3 as a part of this contract.

2009-2010 MEDS-CITY OF MCALESTER CONTRACT GOALS AND OBJECTIVES

GOAL 1

DIRECTLY INFLUENCE THE CREATION OF NEW EMPLOYMENT OPPORTUNITIES IN PITTSBURG COUNTY THAT PAY A MINIMUM OF \$35,000.00 PER YEAR WITH HEALTH CARE BENEFITS.

OBJECTIVES:

1. Improve opportunities for productive employment with highest priority to those economic development activities that have the potential to upgrade the skill and wage levels of the Pittsburg County resident labor force. Target public economic development assistance of any type to those businesses that can increase the average wage rate in their industrial sector.
2. Promote expansion and recruitment of industries that offer career opportunities for both our secondary and post-secondary school graduates.
3. Partner in job fairs with the Kiamichi Technology Center, McAlester Public Schools, Choctaw Nation, EOSC, and local businesses in McAlester to bring graduates and industry together in providing and filling employment opportunities.
4. Encourage and expand those social services, both in the public and private sector, that are necessary to facilitate the broadest labor force participation, including training, job placement, child care, and health care.
5. Emphasize diversity of industry toward those sectors that demonstrate a steady employment pattern, avoid seasonal or economic layoffs, and withstand downturns in the economy.
6. Expand educational and job-training opportunities that have as their primary objective providing the Pittsburg County labor force with those marketable skills sought by employers that provide above average wage rates. Provide lifelong training and education opportunities that provide for a competitive labor force.
7. Actively seek out and maintain contact with McAlester businesses and industries at all levels to help determine needs and provide assistance.
8. Improve and update website during the year to allow citizens, clients, and prospects to access accurate, timely, and pertinent information regarding economic development in the McAlester trade area.
9. Participate with local media in their efforts to inform the citizens of McAlester and residents of the trade area about economic and quality of life opportunities here in an effort to attract more population.
10. Identify and attend three trade shows or industrial call trips with the Oklahoma Department of Commerce to both attract targeted industry to McAlester and keep a membership on the Governor's Economic Development Team.
11. Continue to work with the City of McAlester, McAlester Foundation, local utilities, Oklahoma Department of Commerce, private developers, and other interested entities and agencies to develop, improve, and provide build ready sites within the McAlester Industrial Parks to attract industrial and warehousing/distribution prospects.
12. Develop and present a plan to the City of McAlester for consideration of using economic development funds to build a 50,000 square foot speculative building to attract prospects to our trade area.
13. Serve on the Board of the International Economic Development Council, (IEDC) to develop relationships with fellow economic development professionals worldwide and access our organization to best benchmarking practices concerning economic development efforts in a global economy.
14. Serve on the Oklahoma Governor's Economic Development Team to offer input to the Oklahoma Department of Commerce on effective assistance and programs for rural Oklahoma markets.

15. Participate with Oklahoma Southeast to effectively market the southeastern quadrant of Oklahoma, which includes the McAlester trade area, to prospects.
16. Work with the McAlester Public Schools, Kiamichi Technology Center, and EOSC in developing educational resources for effective recruitment, retention, and expansion of jobs in the McAlester trade area.
17. Serve as the central point of contact for information and resources to assist all entities, including government agencies and elected officials, in closing deals for business and industry locations or expansions in the McAlester trade area.
18. Continue working with McAAP officials to identify and pursue site development for the relocation of defense-related industries and suppliers in order to support the operation and viability of McAAP.
19. Make at least two calls before June 30, 2010 to the Dallas, TX area to create or nurture relationships with site locators and industrial realtors located there.
20. Participate in, and support, the Oklahoma Southeast Group's Lt. Governor's Turkey Hunt in April 2010 to bring site locators to our region of Oklahoma to learn about business and industrial investment opportunities for their clients.
21. Continue to facilitate the McAlester Trade Area Human Resources Committee, which is comprised of local existing industry and business, to identify and address workforce and job retention issues.
22. Visit twelve major industries in the McAlester area to identify and address issues, as well as provide assistance on expansion activities and opportunities.
23. Attend Annual ZaZa Reception held in Dallas, TX by the Oklahoma Department of Commerce.
24. Plan and host an "Industry Appreciation Reception" in October 2009 to recognize our existing industry the importance of industrial expansion and retention of jobs to everyone in the community and area.

GOAL 2

RECRUIT AND ASSIST IN THE BUILDING OF NEW LOW-MODERATE INCOME SINGLE OR MULTIFAMILY HOUSING UNITS IN MCALESTER.

OBJECTIVES:

1. Plan for and accommodate the socioeconomic impacts of industrial and commercial development, such as by providing a variety of housing options to meet the needs of the local labor force.
2. Coordinate with lending institutions to create financing and incentives for developers of new low-moderate income housing with emphasis placed on home ownership.
3. Seek out tax incentives or other incentives at the state and national level that may be available to developers of low-moderate income housing.
4. Encourage investment that will stabilize and improve housing in all areas of McAlester.

GOAL 3

RECRUIT AND DIRECTLY INFLUENCE THE ESTABLISHMENT OF NEW AND VIABLE RETAIL BUSINESSES IN MCALESTER.

OBJECTIVES:

1. Improve the business climate in McAlester by encouraging and supporting the redevelopment of existing buildings that are commercially zoned and empty. Special emphasis should be placed on those buildings that are dilapidated and located on major thoroughfares within McAlester.

2. Contribute to the stabilization and development of the downtown McAlester and Northtown business districts with emphasis on the reuse of historic buildings that contribute to the commercial and cultural economic base of these areas.
3. Encourage business type diversity in the establishment of new retail businesses.

GOAL 4

CONTINUE TO ASSIST EXISTING, UNDER CONSTRUCTION, AND ANNOUNCED HOTEL/MOTEL PROJECTS. THIS WILL INCLUDE PROVIDING DEMOGRAPHIC INFORMATION, ASSISTANCE IN HIRING AND STAFF DEVELOPMENT, LIAISON FOR THE DEVELOPERS AND CONTRACTORS, ETC.

OBJECTIVES:

1. Recognize and promote that McAlester is ideally situated within the state to accommodate business and tourism travelers.
2. Place special emphasis on the Expo Center and locating new motels in that area to accommodate vendors and visitors.
3. Encourage the establishment of hotels/motels that also provide restaurant services.

GOAL 5

WORK WITH THE CITY OF MCALESTER'S ELECTED, BUSINESS, AND COMMUNITY LEADERSHIP TO IDENTIFY SPECIFIC BUSINESS AND INDUSTRY THAT WOULD BE MOST BENEFICIAL TO THE GREATER MCALESTER AREA AND FORMULATE PLANS TO ATTRACT THEM.

Attachment. Pages 1-2-3 entitled 2009-2010 MEDS-City of McAlester contract goals and objectives, agreed upon by the City of McAlester and MEDS as a part of contract between both parties in accordance with contract, item C, Scope of Services.

City of McAlester, Oklahoma

_____ Date: July _____, 2009
Kevin E. Priddle – Mayor

McAlester Economic Development Service, Inc.

_____ Date: July _____, 2009
Dr. Kenneth R. Miller - President

Mark Roath

From: William Ervin [erwinlaw@sbcglobal.net]
Sent: Tuesday, July 14, 2009 2:53 PM
To: Cora Middleton
Cc: Mark Roath
Subject: Proposed Meds Contract for 2009-2010

Dear Cora:

I have reviewed the proposed contract with Meds for 2009-2010. I did consider the remarks of Mr. Frank Phillips, which were noted on the working draft. The remarks are appropriate and salient, but do not require changes or amendments for the proposed draft contract to be legal.

I found very few changes in the new contract from the 2008-2009 version. Most notable were the change in the annual payment from \$150,000.00 to \$219,000.00, appearing in 2 Payment For Services; the change from the requirement for monthly progress reports to quarterly in paragraph E on the first page; the elimination of the City's obligation to provide accounting and financial services to Meds in paragraph A(4) on the first page; the omission of paragraph F of the 08-09 contract, which provided for City monitoring of Meds and reporting from the City's Audit and Finance Committee; and the omission of the addendum to the 08-09 contract, which provided for a supplemental payment of \$20,500.000 for that contract.

There were also few changes made to the Goals for 2009-2010 from the 2008-2009 Goals. Goal 1, 2 & 3 were amended to remove the due dates. Goal 2 was amended to remove the specific number of housing units required. Goal 3 was amended to remove the specific number of retail businesses required. Paragraph 25 and 26 of Goal 1 were omitted dealing with job competency and the Airport Authority. Non-substantial changes were made to Goal 4, paragraph 3; Goal 5 and the last paragraph of the Goals section of the Contract 09-10.

The contract as submitted is legal, is in a proper format and is ready for the City Council's consideration.

Sincerely,

J. Ervin, Sr.
Ervin & Ervin LLP
City Attorney

William

07/14/2009



McAlester City Council

AGENDA REPORT

Meeting Date: July 28, 2009 Item Number: 4
Department: City Manager
Prepared By: Mark B. Roath Account Code: _____
Date Prepared: July 20, 2009 Budgeted Amount: _____
Exhibits: _____

Subject

Discussion, and possible action, on whether to authorize a study related to the remaining life of the McAlester cemetery.

Recommendation

Motion to (approve/disapprove) authorizing a study related to the remaining live of the McAlester cemetery.

Discussion

Councilmember John Browne would like the City Council to discuss whether a study should be conducted on the remaining life of the McAlester cemetery.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>07/20/09</u>



McAlester City Council

AGENDA REPORT

Meeting Date: July 28, 2009 Item Number: 5
Department: City Manager
Prepared By: Mark B. Roath Account Code: _____
Date Prepared: July 20, 2009 Budgeted Amount: _____
Exhibits: Two

Subject

Consider, and act upon, authorizing the Mayor to sign Tulsa State Fair Lease Agreement for booth rental space during the fair October 1 thru October 11, 2009.

Recommendation

Motion to authorize the Mayor to sign Tulsa State Fair Lease Agreement.

Discussion

Attached is an e-mail from Councilmember Chris Fiedler related to the above lease. In addition, attached is a copy of the Commercial Exhibits/Concessionaire Lease Agreement for perusal, and possible action.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>07/20/09</u>



COMMERCIAL EXHIBITS/CONCESSIONAIRE LEASE AGREEMENT

2009 TULSA STATE FAIR
P. O. BOX 4735 - TULSA, OKLAHOMA 74159
PHONE 918.744.1113 ext 2100

This agreement, made and entered into this 12th day of June, 2009, by and between the TULSA COUNTY PUBLIC FACILITIES AUTHORITY, a public trust (herein called the "Authority"), and

City Of Mcalister 918-420-3976
(NAME) (PHONE)
10 E Washington/Po Box 578 McAlester OK 74502
(STREET, P.O. BOX OR ROUTE) (CITY, STATE, ZIP)
(Herein called "Lessee").

Whereas the Authority has possession of certain facilities known as the Tulsa County Fairgrounds and conducts thereon an event known as the annual Tulsa State Fair, (October 1 through October 11, 2009 inclusive:

Now therefore, upon terms and conditions hereof, the Authority hereby grants and the Lessee hereby accepts a non-assignable right for the Lessee to use and occupy the following described location(s): Size:

15 x 20 QuikTrip Center Upper Level 284

Rental Rate is \$n/a vs n/a % of gross total sales after city, state and county sales tax, whichever is the greater (herein the "Leased Premises") as shown on the latest plat of the Tulsa County Fairgrounds on file in the Authority's office for the eleven (11) day period of the Fair. It is mutually agreed that the Lessee shall have the right and privilege to sell, display, advertise and demonstrate the following described items and no others: The City of McAlester for promotion of economic and tourism development

It is mutually agreed that as a fair and reasonable compensation for said rights, privileges and use of the Leased Premises, Lessee shall pay Authority \$ 1250.00 as follows: fifty percent thereof with the signing of the lease agreement on or before June 1, 2009, and the remaining balance on or before August 3, 2009; provided, that any Agreement negotiated and executed after August 3, 2009, shall require payment in full with said execution. Time is of the essence of this Agreement. Service order forms are due with payment in full on or before August 3, 2009. After this date there will be no refund of monies paid on Space cancellations or services ordered. THIS AGREEMENT MUST BE SIGNED AND RETURNED TO THE AUTHORITY ON OR BEFORE June 1, 2009 Lease Agreements not returned within the stated time may not be considered by the Authority and the space sold to someone else. In addition, failure by Lessee to pay sums in full on or not before the agreed dates shall result in automatic cancellation of the Agreement by the Authority without refund of monies paid by Lessee to Authority. All monies due hereunder must be paid in full before Lessee can move in or set up. No extension of credit will be authorized. In case of any default in the provisions of this Agreement, or failure of Lessee to show, move in and set up for any cause, the Authority shall retain all monies paid by Lessee as liquidated damages and have the right to lease the Leased Premises and the rights and privileges relating thereto to other parties without notice to Lessee.

This Agreement is for open space only. Any expenditure for structures or improvements required by Lessee, such as buildings, tents, trailers, wiring, sewage, plumbing, etc., shall be the responsibility of the Lessee. The Authority agrees to furnish booths located inside buildings, fire resistant drapes with an 8' high back and 36" high sides and a standardized advertising sign 7" x 44". If electricity is required by Lessee, an electrical usage fee, determined by Authority, will be charged to Lessee. In addition, any wiring or special requirements needed for stands or exhibits are Lessee's expense. Charges for labor and materials supplied by the Authority's designated electricians will be paid at the time the service is performed, according to the rates it has established for such services and materials. Any lines, pipes or connections needed to reach available outlets for water and sewage will also be at the expense of Lessee and must meet all applicable codes and regulations.

It is further mutually agreed and understood the additional provisions printed on the reverse of this Agreement and the provisions in the Tulsa State Fair Exhibit/Concession Rules and Regulations (a copy of which has been delivered to Lessee) governing this event are made part of this Agreement as if fully set forth herein.

It is also hereby agreed that admission tickets issued to Lessee are solely for the use of personnel manning Leased Premises and are not to be sold, exchanged or transferred under any circumstances. LESSEE MUST BE SETUP AND READY FOR OPERATION WHEN THE FAIR OPENS AT 5:00 P.M. THURSDAY, OCTOBER 1, 2009, AND REMAIN IN FULL OPERATION EACH DAY UNTIL 9:00 P.M. SUNDAY, OCTOBER 11, 2009, WHEN RELEASES WILL BE GIVEN FOR REMOVAL OF EQUIPMENT.

IT IS YOUR RESPONSIBILITY TO READ AND COMPLY WITH THE PROVISIONS OF THIS LEASE AGREEMENT.

By _____ By _____
(LESSEE) Mark Andrus President/CEO
TULSA COUNTY PUBLIC FACILITIES AUTHORITY

Deposit Paid _____

Contract Number 09-471

Mark Roath

From: chris fiedler [cbfbandit33@yahoo.com]
Sent: Tuesday, July 14, 2009 10:49 PM
To: Mark Roath
Subject: Tulsa State Fair Lease Agreement
Attachments: City of McAlester.pdf

Mark,

I would like to add this to next council meeting agend.

*To auuthorize the mayor to sign Tulsa State Fair Lease Agreement for booth rental space during the fair
Oct. 1 thru Oct 11, 2009*

Chris Fiedler

REQUEST FOR EMS BILLING

Over the past 5 years our EMS call volume has increased dramatically. It has become increasingly difficult for the Fire Department Administrative Assistant to keep up with the processing of EMS claims. Medicare and Medicaid federal restrictions, and changes, have made it increasingly difficult in all areas of the medical field to stay up to date, and to collect from these two providers. Medicare and Medicaid are billed for approximately 75% of all payments received for our EMS services.

Over the last 2 years the department has had 3 different Administrative Assistants. Due to this turnover and the training of each new assistant to perform the EMS coding, plus the increased call volume, past and present assistants have gotten behind in the billing process. Fire administration made a request, and was allowed to hire part time help for two months to assist the administrative assistant in the processing of these claims. In that two months they brought the billing up to date. Since that time the administrative assistant has worked hard to keep up with billing, even processing claims after normal work hours. This has become an insurmountable task due to the volume of calls responded to by our department. This also takes up the majority of her time, and does not allow her to perform other vital duties as administrative assistant.

Over the last several months we have looked at two options to assist in the billing process.

One would be to hire a full time / part time assistant, and purchase the entire software program from Ortivus which is the current billing server utilized by our department. This would be at a cost of \$28,840.20 initial start up fee, and would allow the administrative assistant to import information from the OKEMIS state reporting website into the Ortivus system in order to process claims. This price does not include the added expense of purchasing data collection devices for the department or additional training costs. Fire Department Administration and the current Administrative Assistant do not believe this is the best option because, all medical coding would be performed by administrative assistant and part time employee. If no part time employee is hired, when she uses her annual leave or sick leave she will be behind in the processing of EMS claims. This option also does not

eliminate the major delays that we have experienced in the past due to the hiring and training of new administrative assistants.

It is our recommendation that the City of McAlester outsource the billing of our EMS services. We have contacted 3 companies that provide this type of service. The companies were Intermedix, RAM, and Firehouse. Only two of these companies chose to respond, Intermedix and RAM. Fire Administration and the administrative assistant met with representatives from both of these companies. Out of these two companies, fire department administration highly recommends that the Council choose Intermedix as our outsource billing company. Their billing process is more streamlined than RAM in that they handle all of the billing from beginning to end and for the following reasons.

- They have more than 25 years experience in EMS billing.
- They are the largest independent provider of medical billing and coding services for EMS agencies in the United States.
- They are experienced in medical coding and in dealing with Medicare and Medicaid.
- They provide a full outsourced billing solution including the provision of mobile electronic patient record collection systems for their clients to capture patient information at the scene of the incident.
- They uphold flawless compliance with ever-changing healthcare regulations.
- They send all patient information submitted, to OKEMSIS (Oklahoma EMS Information System.) as required by the State Health Department.
- They work with the hospital provider in order to streamline information needed for processing medical claims eliminating the need for any hard copies of patient care reports. This makes it safer as far as HIPPA compliance laws are concerned.
- All payments are sent to them and handled electronically and deposited into the cities account.
- The services they provide are 100% transparent.
- They provide representatives to perform all training at no extra cost to their clients.
- The company has a representative in Tulsa, Oklahoma.

- If we choose to utilize their collections company of past due accounts we would pay 20% to their company vs. 30% that we currently pay for collections.

The cost for their services is:

7.5 % - of only what they collect.

2.5 % - for mobile electronic patient record collection systems.

Total: 10%

The billing process that RAM offers is not as streamlined as Intermedix service for the following reasons.

- There are still a number of tasks that must be performed by the Administrative Assistant in order to process claims.
- The Administrative Assistant would be responsible to batch file all Ambulance Reports and export these reports to OKEMISIS.
- They do not have a provision for supplying any mobile electronic patient record collection systems in order to capture patient information at the scene of the incident.
- They do not have a company for collections of past due accounts.
- They do provide online training however there is an extra charge if they send a representative to our department for training.
- The company is based in Slippery Rock, PA. They do not have a representative close to the City of McAlester.

The cost for their services is:

7% - of only what they collect

Total: 7%

INTERMEDIX

	FIRST YEAR	ANNUAL COST
INITIAL START UP FEE	\$0.00	\$0.00
YEARLY SUPPORT	\$0.00	\$0.00
PART TIME / FULL TIME EMPLOYEE	\$0.00	\$0.00
MOBILE DATA COLLECTION DEVICES	YES (3) PROVIDED WITH AIR CARDS 2.5% OF FEES COLLECTED	2.50%
BILLING FEE	7.5% OF FEES COLLECTED	7.5% - OF FEES COLLECTED
DOES BATCH FILING	YES INCLUDED	YES INCLUDED
SENDS DATA TO OSDH	YES INCLUDED	YES INCLUDED
ELECTRONIC PAYMENTS	YES INCLUDED	YES INCLUDED
DELINQUENT BILLS SENT TO COLLECTIONS	THE COLLECTION SERVICE THEY USE CHARGES 20%. WE CURRENTLY PAY 30%.	20%
TRAINING	YES IN HOUSE INSTRUCTOR INCLUDED	YES
TOTAL COST	10% - OF FEES COLLECTED. 20% FOR CLAIMS THAT GO TO COLLECTIONS	10% - OF FEES COLLECTED. 20% FOR CLAIMS THAT GO TO COLLECTIONS



25 years

i | adpi
intermedix

6451 North Federal Highway, Suite 1002
Fort Lauderdale, FL 33308

EMS BILLING PROPOSAL

c/o City of McAlester
Carol Janisch
28 E. Washington
P.O. Box 578
McAlester, OK 74502

May 15, 2009

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January 21, 2009

Carol Janisch
City of McAlester
28 E. Washington
McAlester, OK 74502

Dear Ms Janisch:

Please accept this document as a formal proposal from Intermedix in response to your request for a proposal for EMS Billing Services. The contents of this proposal shall remain in effect for 60 days following submission. We appreciate the opportunity to respond to your needs and believe this proposal clearly represents our capabilities to offer you the finest EMS billing services in the country.

Intermedix has been providing EMS billing services and technology to agencies in Oklahoma and across the country for over 30 years, and both our focus and results have led to us becoming the largest EMS billing company in the country by a factor of more than two times that of our nearest competitor. We have experience in handling accounts ranging from 1,000 to over 200,000 annual transports and will apply this knowledge and experience to produce the best possible results for the City of McAlester. By utilizing the best available hardware, software, and associated technology, we consistently set financial and collection records for our clients. We are exceedingly eager to bring our expertise, commitment and results to the City.

Should you need further information or have any questions regarding anything presented in our proposal, please feel free to contact Rhonda Thomas at 405-962-9162, and we will be happy to respond to your needs.

Respectfully submitted,

Rhonda Thomas,
Corporate Development Director

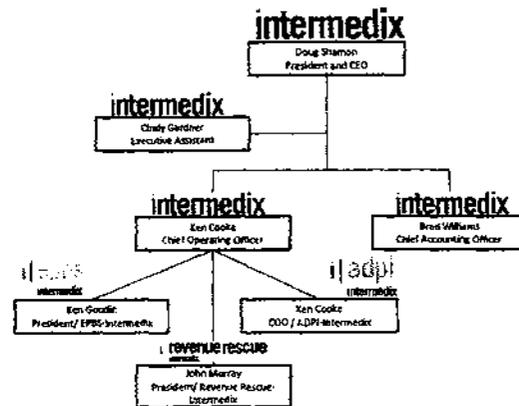


COMPANY HISTORY AND EXPERIENCE

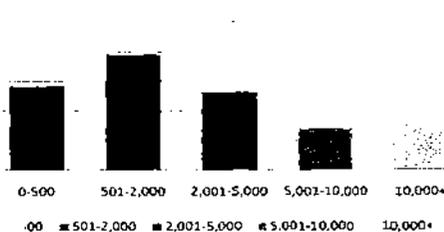
EXPERIENCE IN EMS BILLING SERVICES

ADPI, originally incorporated in 1978, was acquired by MCI Acquisition Corp (DBA Intermedix) in 2006, the parent company of Emergency Physicians Billing Services (EPBS), the nation's leading ED physician billing company. EPBS, with operations in Oklahoma City, has nearly 800 employees and processes 4.2 million annual ED accounts. This business combination has added perspective and capabilities to the services we can offer McAlester.

ADPI, EPBS and Revenue Rescue are 100% owned by Intermedix Corporation, incorporated under the Delaware incorporation laws. Since Intermedix came under its current executive leadership team in 2003, we have seen operations expand to include 5 processing facilities that service 240+ clients.



Intermedix Clients by Transport Volume



The singular focus we place on EMS billing services has resulted in billing service contracts and relationships with more municipal Fire Department and EMS agencies than any other vendor across the country, ranging in size from less than 1,000 to more than 200,000 annual transports.

Over the past 5 years we have also increased processed transports from 449,000 to over 1.8 million this past year and collected more than \$480 million for our clients in 2008e (compared to \$95 million in 2003). Furthermore, the company has seen growth from 100 employees to our current staff of 343 team members consisting of 81% women and 56% minorities, who work together to process an impressive 697 transports per production employee per month. While these figures clearly demonstrate statistical growth within Intermedix, it also speaks to the culture of persistent progress that has been fostered by our leadership and the promise of steady growth well into the future.

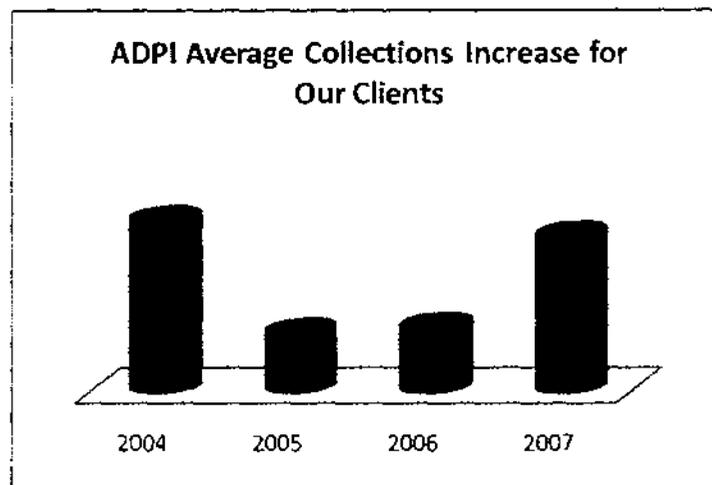
In looking at our responsibilities to the City and to all Intermedix clients, we really see four areas of vital performance opportunities— **optimizing revenue results, providing excellent customer service, maintaining an intense focus on compliance, and producing the best reporting functionality possible to ensure that the City is always fully aware of results and that Intermedix is accountable to our performance.**

Below, we will briefly summarize, with the intent of differentiating Intermedix from our competitors in the marketplace, several specific advantages of working with our company:

- 1 **Experience and Industry Depth:** Our experience and size allows Intermedix to offer its clients a unique perspective on the industry and to pass on a vast amount of knowledge

that can only come through time-tested focus. Instead of having a couple of seasoned industry experts on our team who try to distill their knowledge throughout the rest of the company, Intermedix has over 40 management and executive management level employees who daily bring their knowledge and expertise to bear on the services and results we provide for our customers.

- i **Optimized Revenue Results:** Intermedix views our role as that of a subject matter expert in representing the City in this strategic capacity. As such, our responsibilities to you as a client do not begin when PCR information is sent to us, but rather throughout all three components of the revenue cycle from: administrative policies (how medical protocols influence coding, transport rates, etc.), field documentation elements (to drive proper reimbursement), and appropriate and optimal use of technology and electronic processes in the claims system to maximize results. Our customers who have been with us since 2003 have experienced a 207% increase in aggregate collections over the last five years with annual increases in collections exceeding an average of 10% every year!



- i **Excellent Customer Service:** As an extension of the City in a service role, Intermedix fully recognizes our responsibility to represent you to your citizens and visitors. We ensure excellent customer service through appointing Regional Teams to serve our customers who possess a sense of account ownership and first-hand knowledge of your community as they interact with the patients transported by your Department.
- i **Intense Focus on Compliance:** Understanding that the ambulance billing industry is so regulated due to the involvement of governmental agencies and the inclusion of PHI (Personal Health Information), Intermedix has executed an intensive focus on compliance that we believe is unique in our industry. We have hired our own Chief Compliance Officer who is certified by the Health Care Compliance Association and provides leadership and oversight to Compliance Liaisons located at each of our operational facilities. Each Compliance Liaison reports directly to our Chief Compliance Officer who in turn reports to a Compliance Board, a subsection of our overall company Board of Directors.

- i **Accountability through Reporting:** As we will demonstrate further in our proposal, Intermedix provides the most flexible and accessible reporting tools available. Our reporting engine offers real-time availability 24/7 via any internet-enabled computer through our Business Intelligence ad hoc reporting tools, ensuring maximum flexibility in the reports made available to City staff. As part of our standard service, we provide both support and training for the reporting tools to ensure that you have maximum use of all that is available from your data.
- i **TripTix® ePCR Solution:** We are pleased to offer our own proprietary, NEMIS Gold Compliant, technology platform to our clients, with our Intermedix billing system (IMX) and the TripTix® Mobile and TripTix® Web field data gathering and reporting capabilities. This means that we are able to provide our clients with system upgrades and enhancements through our own system experts and not be left at the mercy of a third-party vendor to meet the needs of our clients. We submit that our billing technology combined with the expertise of our personnel consistently yields unparalleled and proven results for our clients.
- i **Financial Modeling:** As previously mentioned, Intermedix produces a financial model uniquely tailored for each of our clients – which is commonly shared as part of our kick-off meeting agenda during implementation, but that we are also prepared to share confidentially as part of this solicitation process.

Throughout this proposal we have endeavored to provide a comprehensive, yet succinct set of information for your review. There are detailed system screen shots, sample reports and technology diagrams that we have included to ensure that your questions are responded to in as much detail as possible, however we have noted throughout that the City need only ask for other supplemental materials and they will be provided.

STAFFING

We have developed a management philosophy based on a "client-team" approach wherein each client is serviced by a dedicated Regional Team. This structure allows the team to become specialists within each community and learn the nuances therein that drive successful client relationships. McAlester, as part of our Texas Region, will be serviced out of our Houston Operations facility. A dedicated team will be assigned to service the City on a day to day basis. This team is part of a larger Regional Team consisting of 27 employees that are cross-trained so that in a case of emergency, vacations, sickness or termination there will be no interruption to your service. In the event that one of your dedicated account management staff are out for an extended period or move on to another position either in the company or elsewhere, Janice Metzger, as VP of Operations, will always be able to pull from her "bench strength" to ensure uninterrupted service and will contact the appropriate City representative with notification of any changes that are material to your team.

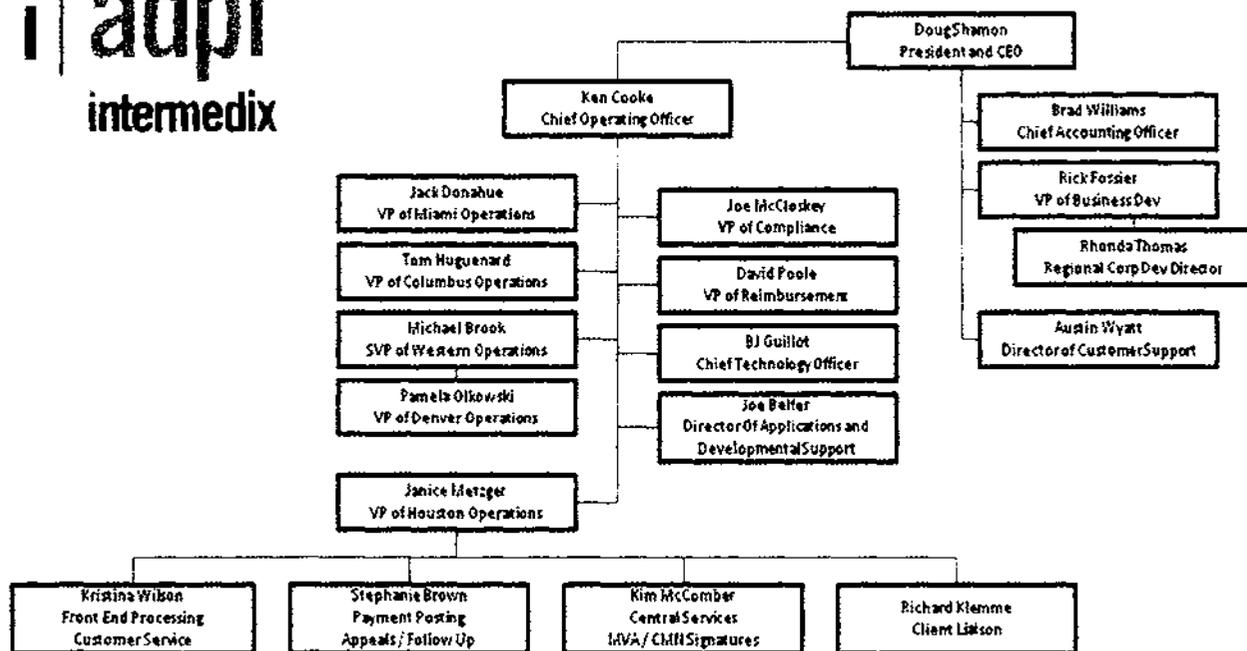
Because of our commitment to building long and successful relationships with our clients, we have implemented a staffing model to support both the implementation process as well as the day to day services required by the City. Rhonda Thomas, Director of Business Development, will assist you throughout the bid process, contracting and transition phases of the process. During

the transition phase, your current regional representative, Janice Metzger, VP of Houston Operations, assisted by Kim McComber, Regional Manager and Richard Klemme, Client Liaison, will serve the City. Janice will be your daily point-of-contact and will provide sustained communication, strategic feedback and revenue enhancement recommendations on a regular basis through meetings, conferences and immediately in the event of an urgent request by the City. She will focus on ensuring the effective allocation of all Intermedix Regional staff and company-wide resources to drive your collections and exceed your service expectations. Our Chief Compliance Officer, Joe McCloskey, will guarantee that your data is maintained in an environment that is fully compliant with local, state and federal privacy regulations.

The Regional Team dedicated to your account serves a total of 103 clients. We have the proven capacity for your current volume, and the infrastructure to support future growth already in place. Our Regional Team approach to client management allows us to maintain a reserve capacity in our systems and personnel to accommodate increased demand for our services. Due to the depth of our team, we will wholly provide all products and services offered within this bid package, without the use of subcontractors.

ACCOUNT MANAGEMENT PERSONNEL QUALIFICATIONS

The experience, qualifications, and functions for Intermedix's key Executive and Account Management personnel who will be dedicated to providing service to McAlester are outlined below our Regional Org Chart:



i Rhonda Thomas – Director of Business Development

Ms. Thomas has 25 years experience in Emergency Medical Services. Prior to joining

Intermedix, Ms. Thomas worked for the Oklahoma State Department of Health as a special projects coordinator where she drafted the EMS package plan for Oklahoma EMS response to disasters of bioterrorism and weapons of mass destruction. She spent 18 years at Southern Oklahoma Ambulance Service as the Executive Director where she orchestrated a quality improvement plan to increase the level of service of the urban EMS system from a basic level to a Paramedic level service and was the first system to bring Critical Care Paramedic Training into the State of Oklahoma. Ms. Thomas developed and implemented a 522 ambulance district, a county wide wheel chair service, and an air medical service for a five county region which were all sub-divisions of the primary ambulance service.

Ms Thomas was appointed to and served on the Oklahoma Emergency Response Systems Advisory Council for six years and served as chairman of the board for two years. She served on numerous sub-committees, including: EMS Documentation, Stretcher Van Rules Development, Air Medical Rules Revision, Training and Education, and EMS Communication. Ms. Thomas was also a member of the leadership team that developed the Oklahoma Ambulance Association (OKAMA) which provides a unified voice and training opportunities for the EMS Administrators in Oklahoma and she served as President of the Board in 2004. She received the EMS Director of the Year award from the Oklahoma EMT Association in 1998 and in 2003. Ms. Thomas has an Ambulance Service Manager Certification through the American Ambulance Association and is working on a Bachelors degree in business administration.

i **Janice Metzger- VP of Houston Operations**

Janice Metzger serves Intermedix as VP of Houston Operations, bringing over 20 years of business experience, 10 of which was dedicated to ambulance billing. She oversaw financial operations of two large systems each with 100,000 transports per year and streamlined numerous processes in billing offices for optimum operation. Ms. Metzger has served as liaison to Medicare and Medicaid regional representatives to affect policies and work on problem resolutions in FL and TX. Worked with legislators (with other Texas Ambulance Association, representatives) to enact additional Medicaid funding legislation and rules regarding Medicaid reimbursement. Janice has also been a speaker at state trade meetings as well as national conferences. Topics included benchmarking, performance measurement, billing efficiencies, billing software conversion challenges/successes. Ms. Metzger graduated University of South Florida and obtained 5th year from St. Leo College to meet 5th year CPA requirements. Ms. Metzger is a Certified Public Accountant.

• **Kim McComber – Regional Manager**

Ms. McComber is the Regional Manager of Intermedix Technologies, Inc. She has over 15 years of experience working in the medical office and clinic environment where her focus was on office management and insurance billing. Before coming to Intermedix, Inc., she was a senior processor with Allstate Insurance specializing in liability claims. As a manager with Intermedix, Inc., she created the Liability Claims Department. As Director of the Houston office, Ms. McComber will ensure that your EMS billing is being processed with the utmost of detail, professionalism and as contractually agreed. She will oversee all operations and track incoming revenue constantly to ensure that everything is running efficiently and with the highest quality.

- **Richard Klemme – Client Liaison**

Mr. Klemme has been with Intermedix for almost 5 years serving in a business development and client liaison roles. As the Client Liaison, Mr. Klemme works directly with our customers in the Texas Region, which includes surrounding agencies in your region and has developed a specialized client understanding as well as a reputation of excellence and reliability among his customer base. Mr. Klemme will ensure that your interaction with our firm will continue to be handled professionally and as contractually agreed.

- **Kristina Wilson– Patient Accounts Lead**

Kristina has been with Intermedix for 3+ years and has focused on all areas related to the billing and collection process. Her prior experience was with service related organizations. Ms. Wilson has successfully completed the 2006 Page, Wolfberg, & Wirth Ambulance Billing, Coding & Compliance Clinic. She will manage the day to day operations of the City's account to ensure that daily transactions associated with our front end process are being processed correctly, efficiently and in a manner that will maximize compliant revenue collection. Her responsibilities also include answering patient phone calls in a prompt and courteous manner, verifying patient demographic and insurance information, updating new information to the patient's account, and resolving patient questions.

- **Stephanie Brown – Accounts Receivable Manager**

Stephanie has been with Intermedix for almost 5 years and has focused on all areas related to the billing and collection process. Her prior experience was with other healthcare organizations as an ambulance billing specialist and Medicare claims specialist. She will manage the activities associated with accounts receivable, refund processing and record retrieval and ensure these areas are being processed correctly, efficiently and in a compliant manner.

- **Houston Office Team**

In addition to the specific resources that process the City's accounts on a daily basis, the entire office consisting of over 27 employees will be involved in processing the City's patient accounts. These team members understand all factors associated with billing for EMS transports in your region and have the extensive knowledge base to get claims paid quickly and accurately.

- i **B J Guillot – Chief Technology Officer**

Mr. Guillot will provide direction and management of all technology directives, including the development and maintenance of billing and ePCR products. He has been instrumental in developing technical leadership in the EMS industry and establishing a robust platform for Intermedix's EMS billing and technology businesses.

- i **Joe Belfer - Director of Application Development and Support**

Mr. Belfer and his IT team manage the implementation of all technology integrations. He will also oversee all requested technology changes through the design, build, test, and deployment phases. Joe's involvement in client projects is widespread as he is continuously maintaining and fortifying key technologies that support both the billing and reporting processes.

- i **Doug Shamon – President and CEO**

Mr. Shamon will provide overall leadership, overseeing our contract performance to ensure client satisfaction. He will also work with you on the implementation of revenue strategies and policies to achieve your EMS revenue goals. He has provided leadership through countless current and past projects to establish Intermedix as the largest, single-focused EMS billing-services company in the nation.

i Ken Cooke- Chief Operating Officer

Mr. Cooke will provide operational direction and optimization of revenue. He will work closely with the team to ensure your goals are met. He is deeply involved in leading efforts to drive the strategic personnel, process, and technology initiatives for all of our clients and processing centers. Prior to joining Intermedix, Ken was involved in countless similar projects to provide outsource services and technology to both internal and external clients for over 30 years with PriceWaterhouseCoopers.

i Brad Williams – Chief Accounting Officer

Mr. Williams will handle contract administration and financial execution. He has been instrumental in establishing and maintaining hundreds of revenue-building contractual relationships within Intermedix.

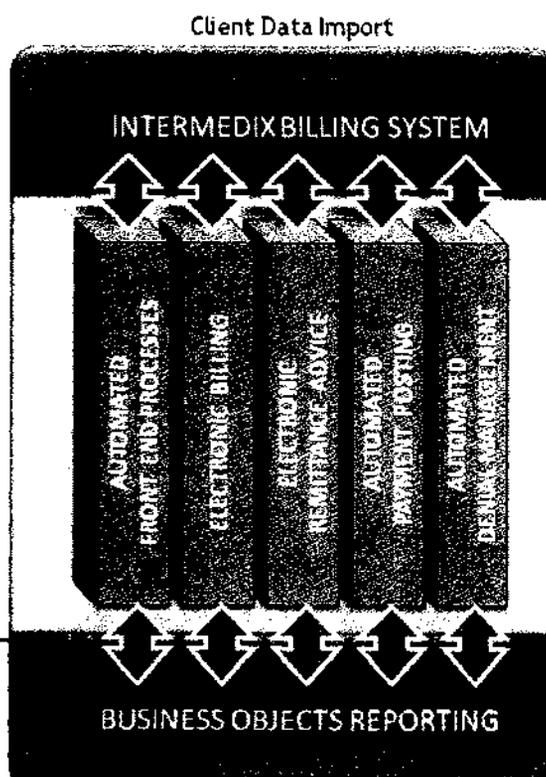
i Joseph McCloskey – Vice President of Compliance

Mr. McCloskey will monitor all of Intermedix's people, processes, and technology for compliance. He remains a key component of not only every contract signed but every transport processed.

BILLING METHODOLOGY

BILLING METHODOLOGY AND TECHNICAL APPROACH

Our proprietary billing system has been built specifically to optimize the use of critical internal and external resources on the front end while performing billing for our clients. We believe that

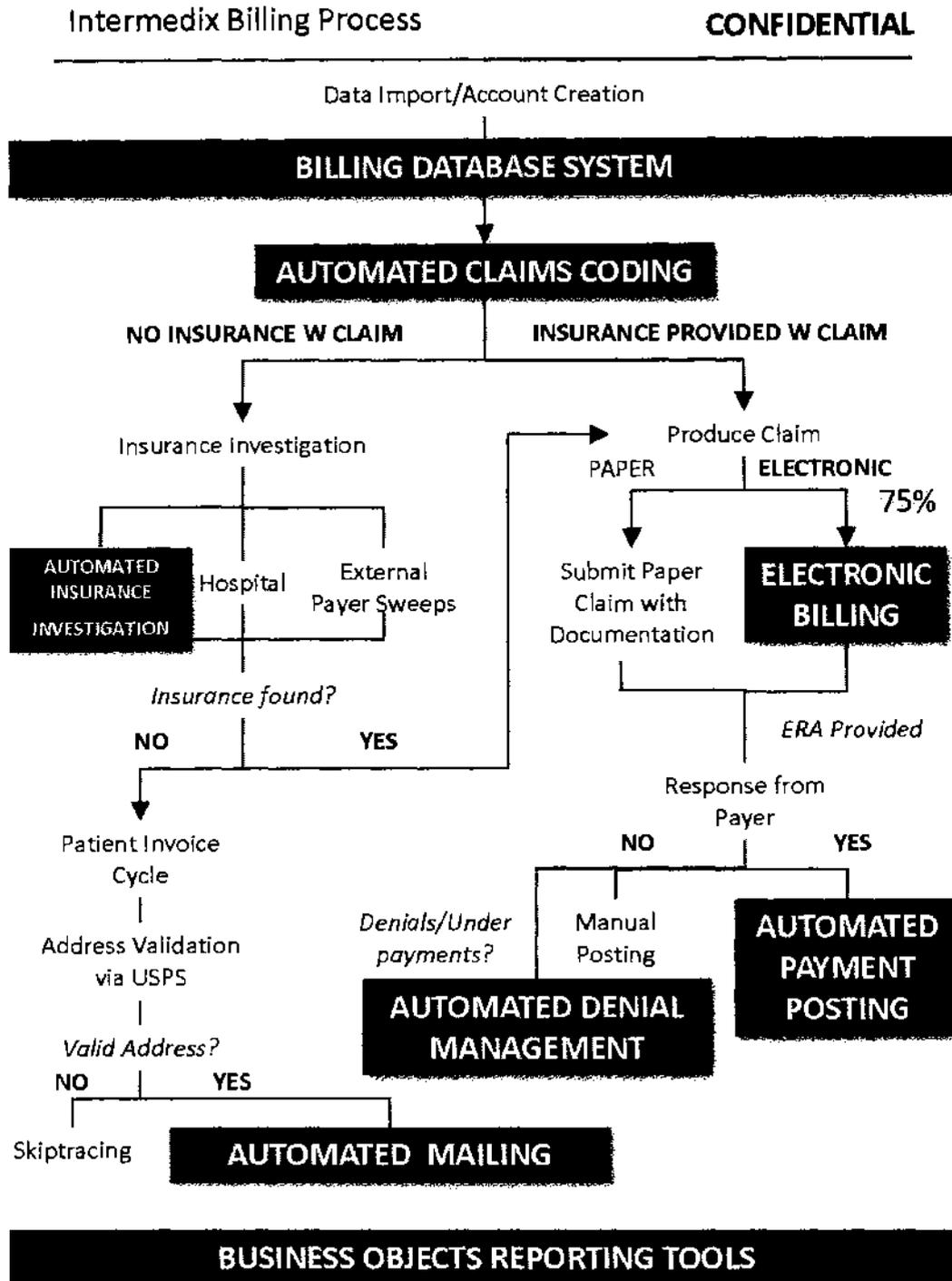


our strategy of investing in a system that focuses on highly developed automated processes, augmented by qualified (and many times, certified) personnel to oversee these processes, offers McAlester the greatest advantage in the struggle to collect higher revenues and reduce uncollectible accounts. In fact, our front end processes are so focused on recognizing billable accounts and obtaining payment from any and all existing payers, that when an account is submitted to the City as uncollectible, it is deemed truly uncollectible, even by our collection agency counterparts.

Intermedix's technology ensures that the City not only owns its data, but has access to it and analytical interpretation of it throughout the life of the contract. All data is imported into the Intermedix Billing System and tracked throughout the billing process.

Intermedix has invested in the infrastructure and the technology to provide the City with access to its data at any point in the billing process, resulting in greater transparency and accountability. As depicted in the figure to the right, our core proprietary billing system receives all City data, whether electronic or paper-based patient care reports – in fact, the same system houses all field data submitted through the City's field data system– imported through one point of entry into a single system which translates to enhanced reporting and added performance monitoring for the City. Once a PCR enters the system, it flows through a series of rules-based automated processes which are bookended by the Intermedix Billing System and Business Objects Reporting Tools. This means that McAlester has maximum access to its data, no matter where a claim is in the process. Once it enters the system, every time it is touched either by an automated process, a third party payer, or an Intermedix Team Member working the account, the data remains transparent to the City and the data gathered and managed by your billing partner in Intermedix is truly accessible and able to be utilized by the agency at will.

The chart below details the flow of data as it moves through the Intermedix billing and collections process, highlighting our automated systems.



BUSINESS OBJECTS REPORTING TOOLS

Our Billing and Collection services can be segmented into distinct processes from initial PCR Creation to Reporting - with each step guided by Compliance and Account Management Teams, each of which will be described in detail within other sections of this document. Each step in the process contains specific objectives that contribute to the maximization of revenue per transport through an engineered series of edits, feedback mechanisms, and controls that enable us to operate effectively and efficiently and delineate the inherent segregation of duties. Every patient transport is "touched" during each phase of our process and always with the underlying goal of achieving maximum reimbursement.



The following narrative will provide an in-depth look at the steps that every PCR encounters throughout our billing process, pointing to the automated processes, dedicated personnel and technologies that work together to maximize results for the City. In this section we will provide specific objectives of each stage, estimated billing cycle timelines and unique system features as well as the benefits that each step of the process yield.

FRONT END PROCESSES

OBJECTIVES

Capture all EMS transports

Ensure the transport encounter is properly coded by a Certified Coder with the correct level of service, ICD9 code, medical necessity determination, etc.

Ensure absolute coding compliance with all federal, state and local regulations

Generate "clean claims"

Place insurance carriers as the primary guarantor and patients as the secondary

BENEFITS

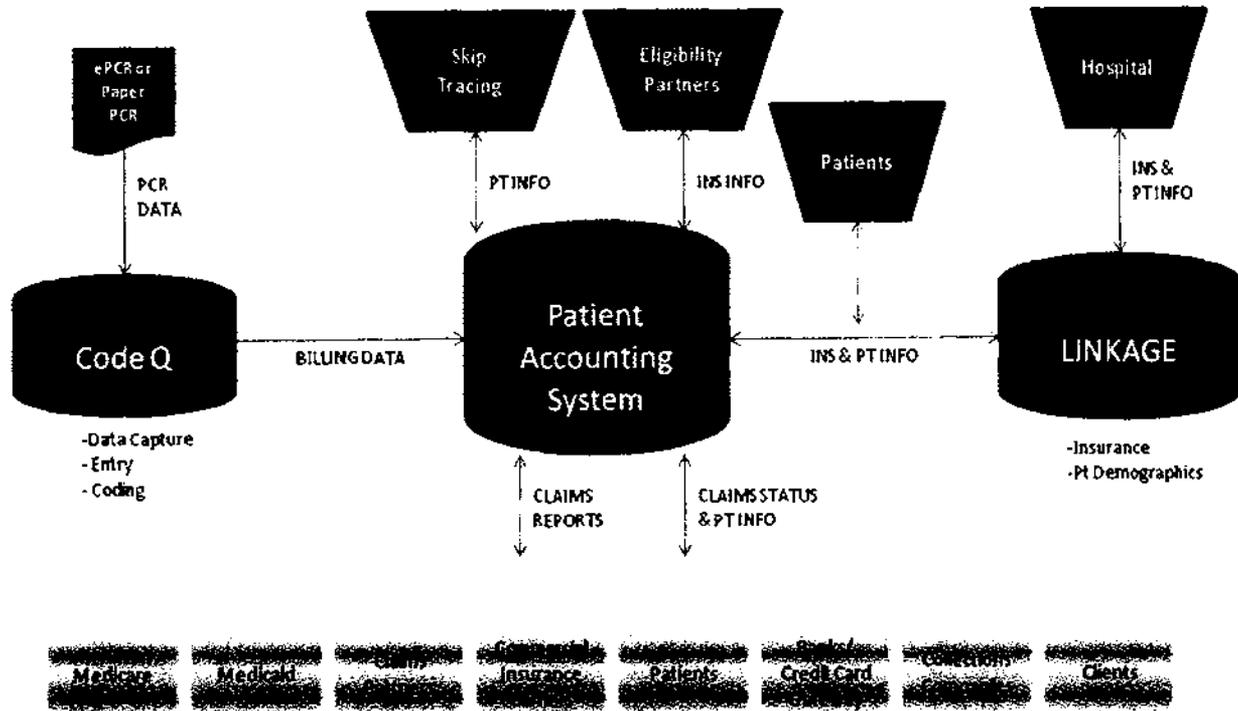
- McAlester can track all submitted data
- Records EVERY billable transport for maximum revenue collection
- Achieves a level of accuracy and completeness that results in faster, more comprehensive payment by third party payers
- Knowledge that claims submitted on behalf of McAlester are fully compliant with all regulations
- Claims are paid quickly and accurately, resulting in faster fee recovery
- Maximum fee recovery is gained from third party payers BEFORE approaching a patient for payment

(incomplete addresses, non-conforming social security numbers and date-of-birth information) to level of service coding, diagnosis coding, and medical necessity coding based on dispatch, assessment, narrative or treatment data. The system also provides workflow controls that ensure faster "clean" claim generation, resulting in fewer denials. Ensuring that the account is coded at the proper level when the claim is submitted avoids negative revenue events like audits and "take backs" that could occur later on in the process if not coded properly on the front end.

Once the system has established the account and run through the initial coding designations as described above, our Certified Coding Staff access the system which provides proprietary coding assistance tools with objective criteria for establishing appropriate code levels and medical necessity documentation. Intermedix Coders are required to achieve a >95% accuracy rating and utilize the Medicare Level of Service Coding Guidelines unless they conflict with a local ordinance. We believe that this combination of automated coding processes with certified, experienced coders ensures compliance and correct reimbursement levels which result in higher revenues for McAlester.

ELIGIBILITY AND DEMOGRAPHICS SWEEPS

Intermedix places intense operational efforts on our front-end processes with the primary goal of obtaining patient demographic and insurance information wherever it exists. Intermedix's focus on front-end operations has led to exceptional financial results as well as reduced patient-related issues. We utilize advanced technology and processes designed to locate patient information from receiving facilities, insurance databases, historical transport records and patient phone calls, when necessary. To the degree that we capture valid information, we are able to bill the patient's insurance without ever having to contact the patient, thus achieving optimal customer service for the obvious reason that we do not have to bother your patient for information we are able to recover on our own. Throughout the PCR Creation and Coding processes described above, a number of systems and tools are utilized as depicted in the diagram below:



ELECTRONIC ELIGIBILITY SWEEPS



Each patient account is sent through a series of automated electronic eligibility transactions to retrieve all appropriate insurance information. The most frequently used resources are Medicare (CareBridge), Medicaid, and cascading insurance eligibility clearinghouses like WebMD and ZirMed. Many times we are not only missing insurance information but patient demographics are incomplete as well. If the patient demographic information is not found during the initial search of our databases, we utilize Accurant to perform skip tracing. Eligibility and skip tracing activities are completed automatically by the system where there is a quantitatively defined confidence that the data returned belongs to the patient in our system, and reviewed by our Front End Specialists prior to claims submission.

HOSPITAL LINKAGE SWEEPS

As the largest provider of municipal EMS billing in the United States, Intermedix has accumulated an extensive patient database which not only looks at historical accounts, but is also populated with data obtained from area hospitals through our hospital liaison program. These relationships are augmented by Emergency Department contracts representing 190 hospitals throughout the country through our sister company, EPBS-Intermedix. Extensive automated edits and experienced Account Specialists are in place to ensure that the data used is current and applicable to the current transport, which is one more step toward ensuring that a clean claim is presented to the payer. We currently receive hospital face sheets from many hospitals throughout the country and will seek connectivity with the hospitals in your area.

CONTACTING THE PATIENT FOR INFORMATION

Intermedix's experienced focus on front end processes throughout the years has brought us a deep understanding of the increasing number of uninsured patients, as well as the increase of patient responsibility after insurance, copayments, higher deductibles, and people who participate in health care spending account programs – the result of which is that the importance of collecting a higher percentage of self payments for most agencies is increasing. In addition, increased emphasis on privacy issues by both federal and state governmental authorities has created some basic challenges related to what information might be available for us to utilize and other pieces which are now required for claims submission. Therefore, it is of utmost importance that, after we have exhausted the internal, external and hospital sweeps described in the section above, we must also employ experienced solutions for reaching patients for pertinent information ranging from demographics to signatures required for Medicare billing. For example, if we don't have valid Medicare information for the patient but realize that they are 65 or older and may have Medicare coverage, we will request information and then bill Medicare upon receipt of their response once coverage is provided and verified.

To this end, Intermedix has invested in two types of telephony technology, Auto-Dialer and Predictive-Dialer Technology.

Auto-Dialer Technology: In an effort to gather missing demographic information or signatures from patients, accounts with a valid phone number are loaded into the auto-dialer which then initiates a phone call. Once a line is connected a pre-recorded message occurs, asking the person to contact our office regarding an "ambulance transport" that they or a member of their family may have had. The patient can either return the message or press zero at any time to speak to one of our Patient Account Representatives. Approximately, 18% of these calls result in speaking to a "live" person or receiving a call back after the message for the Medicare signature population and less than 10% for self pay recipients.

Predictive Dialer Technology: The Predictive-Dialer, working in concert with a designated work queue, automatically calls patients with a valid phone number, and when connected, automatically transfers the call to a Patient Account Representative. The primary purpose of these calls are typically to obtain insurance information regarding the transport, or to ascertain if the person is truly uninsured, and subsequently request payment at that time or to set-up a payment plan. Calls can occur daily in two-hour blocks between the hours of 10am to 8pm, Monday through Friday, and between 10am and 3 pm on Saturdays. Once the campaign starts, a transaction message will be added to the account, and will continue for those periods until either the six day period expires, or a contact has been accomplished.

The system provides data that allows us to "tweak" the volume and times of the calls based on connecting with a person, area code, demographic information we have in the patient account, or the desires of the City. Additional work queues can be established based on the agency's needs including but not limited to:

- i Rejected or Denied Claims for specific reasons
- i Co-pay or Deductible Responsibility
- i Payment Plan Issues

- i Collection Call Activity (an account that is ready to go to an outside collection company if applicable)
- i Follow Up Queue Activity (patient states they will call back with insurance info but after a certain number of days they have not done this as of yet)

If patient demographic information is found at any point, hospital linkage and eligibility sweeps are re-run to identify any and all payment possibilities available.

BILLING

OBJECTIVE

- | | |
|---|---|
| <p>Submit a claim within 48 hours of receipt.</p> <p>File electronically to as many third party payers as possible</p> <p>Bill patients on a timely basis.</p> | <ul style="list-style-type: none"> • Information is accurate and the collections process is initiated as quickly as possible on behalf of McAlester • Claims are submitted and revenues realized more quickly • Ensures that patients are familiar with the encounter billed and that demographic and insurance information obtained are still effective for the patient |
|---|---|

Billing Cycle DAY 2-14

As soon as the necessary patient demographic and insurance information is obtained and the account updated, a claim will be sent out. This typically occurs between 24 hours of receipt and 7 days of PCR creation. Accounts can often be sent within 24 hours of PCR receipt when they contain correct patient demographics, insurance information and which are coded properly by the trip's dispatch and narrative information. For accounts that do not contain the necessary information to file a claim to a third party payer, the duration may be longer to ensure that all resources are exhausted to try to locate and confirm valid payer information.

BILLING THE PRIMARY PAYER

We are currently billing approximately 75% of all claims electronically, whether Medicare, Medicaid or Commercial Insurer.

As a company focused on emergency medical services billing for the past 25 years, Intermedix has garnered a great deal of experience billing claims for our clients. This experience includes expertise with CMS policies and procedures, including the very important Medicare Patient Signature rule affecting EMS transport submission and payment, as well as the nuances of billing Commercial payers large and small across the country. Further, we understand Medicaid and Medicare allowables for base charges (not supplies or other line item charges) and patient responsibilities for Medicare claims to include assigning secondary payment for Medicare claims to additional insurance or self-pay status.

Medicare and Medicaid claims are electronically transmitted using the ANSI standard format and Commercial insurance claims are processed through our claims clearinghouse. Paper claims are printed and mailed if electronic delivery is not available and necessary copies of PCRs or explanation of benefits are attached to when applicable. Claims auditing is performed in many cases PRIOR to submitting a claim - for example, all Medicaid claims are reviewed against the Medicaid condition code list prior to billing.

BILLING THE PATIENT

For McAlester, patients will be billed only after our front-end processes are brought to bear on each Medicare, Medicaid and Commercial account wherein patient demographics and documentation are gathered, benefits are applied and payments are posted and appropriate patient responsibilities for the account are examined for accuracy and completeness or in instances where a patient is found to have no existing insurance. Patient billing, when deemed necessary, generally occurs within 48 hours of posting new information to the account and will follow the specific process designated by the City for its billing cycle.

Once accounts are updated and if the patient is deemed to be the guarantor, an invoice will be mailed. In addition to requesting payment, patient invoices also seek insurance information and provide instructions to provide it via mail or through a dedicated customer service toll free phone number.

From the **Main Account Screen** (pictured), City Representatives and Intermedix staff can view all relevant patient demographics, charges, transactions, diagnosis codes, and incident information.

Each Account Transaction can be hyperlinked to PDF images of scanned documents pertaining to the account.

Additionally, Intermedix Staff and City Users with financial-role access can also print patient statements on-demand, should a patient visit's our offices or your finance office, for example.

Show Everything

Patient Name	Service Date	Account #	Status	Dispatch ID Number	Provider
Rose	08-16-2007	1790000	Closed	072281807	

Demographics

Patient Data	Primary Insurance	Secondary Insurance	Tertiary Insurance
Rose IL DOB: 1977- SSN: Unknown Gender: Female DL: Unknown	Medicaid of Illinois P.O. Box 19105 SPRINGFIELD, IL 62794 217-782-1200 555-555-5555 Insurance Rose Relation: Self DOB: 1977- Policy # 090077 Female	None	None

Charges

Total Charges \$341.00				
Date	Description	Quantity	Rate	Total
08-17-2007	EMS Emergency Base Rate	1	325.00	325.00
08-17-2007	Milage	2	8.00	16.00

Account Transactions

Account Balance 90.00				
Date	Description	Debit	Credit	Balance
08-16-2007	Starting Balance - Patient Charges		341.00	341.00
08-17-2007	Adjusted			341.00
08-17-2007	Sent to Claims Processing Department			341.00
08-24-2007	Manually Reviewed and Cleared			341.00
08-24-2007	Insurance Comments Provided			341.00
09-10-2007	Primary Insurance Invoice			341.00
09-14-2007	Notice of Privacy Practices (Not Sent)			341.00
10-31-2007	10-16-2007 Payment to EMS - Primary Insurance	118.09		222.91
10-31-2007	Adjustment/Assessment - Primary Insurance		222.91	0.00
10-31-2007	Forward Appeal: Generic Primary			0.00
11-01-2007	Account Closed			0.00

Diagnosis Identifiers

ICD-9	Description
780.78	Malaise and fatigue nnc
780.99	General symptoms

Incident Info

Code	On Location	At Center	To Hospital	At Hospital	In Service
905	20:09	20:09	20:20		

Garfield Blvd Autos (COOK)
St. Bernard
Center 2
Dennis (P) Case 2 N/A Group 4 N/A

Patient Information

Name (First, MI, Last)	Gender	SSN	DOB	Home Phone	Work Phone
Jane Doe	Female	446554464	04-22-1962		

Mailing Address and Zipcode
1204 Main Street 60636 Chicago (Cook County) IL 60635

Primary Insurance

Medicare Part B - Illinois - PO Box 1030 - MARION IL 62959 (Zirmed)

Quick-Quick-Picks: AARP Aetna BC/BS Medicare Medicaid Tricare Policy # 4445544464 Group #

Secondary Insurance

Medicaid of Illinois - P.O. Box 19105 - SPRINGFIELD IL 62794 (Zirmed)

Quick-Quick-Picks: AARP Aetna BC/BS Medicare Medicaid Tricare Policy # 090077017 Group #

New Notes

Primary Insurance Invoice Barcode

- PHI Release Form
- Patient Invoice
- Patient Mailed Insurance Information
- Patient Satisfaction Survey
- Payor Eligibility Test
- Amend for Insurance Info
- All Phone Contact
- DI Phone Contact - Insurance update
- DI Phone Contact - Payment
- Primary Ins Correspondence - Claim Under Review
- Primary Insurance Invoice
- Primary Insurance Payment Rejected
- Primary UB92 Invoice
- Proof of Shipment
- Records Release Form
- Refund Request Letter
- Reported to Shift Supervisor
- Request Insurance from Provider
- Returned Mail - Invalid Address

emr.intermedix.org

DIFFICULTY BREATHING

08-16-2007

Code	On Location	At Center	To Hospital	At Hospital	In Service
905	20:09	20:09	20:20		

Garfield Blvd Autos (COOK)
St. Bernard
Center 2
Dennis (P) Case 2 N/A Group 4 N/A

905

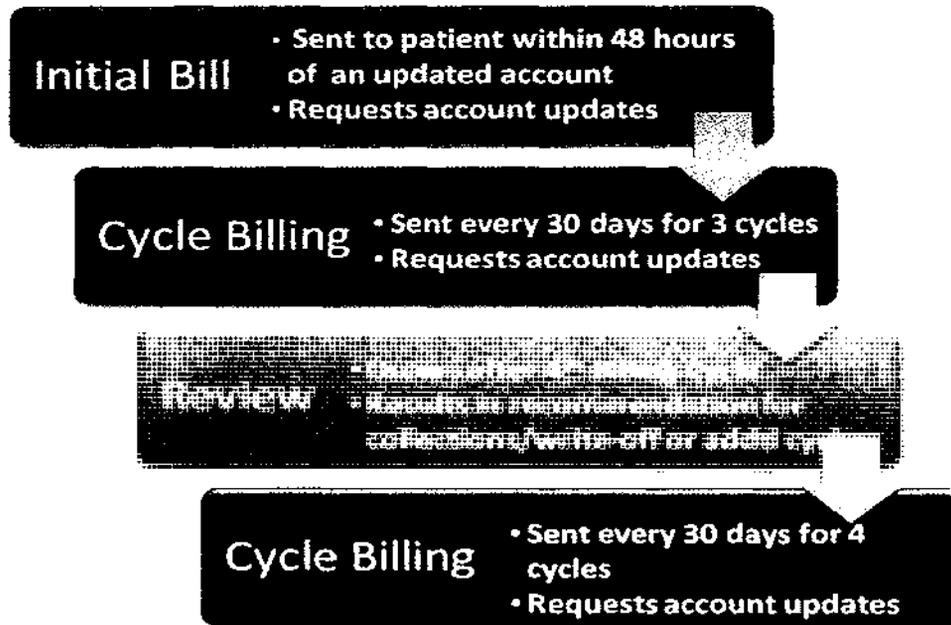
Intermedix Patient Account Representatives edit patient demographic and insurance information via the **Web Edit Feature** as soon as new information on the account is received.

We can tag (pictured) a Power of Attorney document with a barcode so that it can be scanned into our system and accessed through the

patient account at any point thereafter .

THE BILLING CYCLE

Intermedix's experience in the billing and collections services industry has brought our Operations Teams a real understanding that while billing cycle ordinances tend to vary from agency to agency, best practices have emerged for billing cycle implementation that yield maximum revenue recovery for our Clients. Therefore, within our normal processing environment, best practices call for re-billing (3) three times at regular "cycle billing" intervals with scheduled reviews to determine if collection action is required.



We have found that maintaining accounts for a year is beneficial because many times we will receive delayed payments up until the 1 year mark. While we have described our recommended billing cycle above based on our vast industry experience, we have also implemented specific billing cycles for hundreds of our clients. Therefore, if the City prefers to establish a unique billing cycle, we can easily and efficiently implement it on its behalf.

PAYER RESPONSE

OBJECTIVES

Post payments and reconcile within 24 hours of receipt

Review and update patient or insurance correspondence information within 24 hours of receipt

Provide effective customer service to patients who contact or are contacted by our dedicated customer service staff

BENEFITS

- The City will receive actual revenues in hand quickly
- The City can transparently track all payment data
- Every possible method for revenue recovery is explored
- Compassionate, professional service on behalf of the City

Billing Cycle WEEK 2-8

Payer responses can vary significantly between the different pay classes. Medicare will typically respond within 1 to 3 weeks from claims filing, with Medicaid typically responding between 4 to 8 weeks from initial filing. Commercial insurance normally responds anywhere from 2 to 5 weeks from claims filing. Understanding that the majority of patient self-pay accounts are often difficult to collect due to a lack of patient motivation, we place a greater focus on converting these accounts to accounts with insurance. Self-pay accounts that do get paid in full are typically paid between 1 month and 1 year from PCR receipt.

PAYMENT POSTING

Payments are received via paper and electronic methods and are automatically applied through our payment posting application. Experienced Payment Posters apply payments received via mail and monitor all accounts for payment accuracy and completeness. Intermedix provides the tools necessary to receive payments through several mediums including but not limited to EFTs, ERAs, checks, and credit card payments. Copies of all deposits and back-up information will be provided to the City within 7 days of receipt via our secure website for payment posting and reconciliation. Should checks be returned for non-sufficient funds (NSF), Intermedix will reverse the payments/credit the City and then re-bill the account and the amount credited to the invoice in the month they were reversed (NSF charges can also be applied to the account if the City dictates the policy).

All patient and insurance correspondence is reviewed and accounts are updated with information within 24 hours of receipt. Trend analyses are done to constantly refine the filing process and to identify specific third party correspondence issues.

Electronic Remittance Advice (ERA) is provided from many payers. The ERA Browser allows the Payment Poster to access and verify these responses.

DATE	ACCT	PROVIDER	INSURANCE	AMOUNT	STATUS
2008-01-02	84800417.219	Medicare Part B	Medicare Part B - Missouri	20843.00	[E] [M] [B] [L] [C] [C] [C] [E] [E] [E]
2008-01-02	86307_001_052632.MED	Medicare Part B - Oklahoma	Medicare Part B - Oklahoma	1372.00	[E] [M] [B] [L] [C] [C] [C] [E] [E] [E]
2008-01-02	00041_001_052632.MED	RAILROAD MEDICARE (881474)	RAILROAD MEDICARE (881474)	478.00	[E] [M] [B] [L] [C] [C] [C] [E] [E] [E]
2008-01-02	1077114_SMCY0.zp.ppg	Medicare Part B - Kentucky	Medicare Part B - Kentucky	7605.36	[E] [M] [B] [L] [C] [C] [C] [E] [E] [E]
2008-01-02	1077474_SMC00.zp.ppg	Medicare B NORTHWEST VIRGINIA	Medicare B NORTHWEST VIRGINIA	4330.00	[E] [M] [B] [L] [C] [C] [C] [E] [E] [E]
2008-01-02	1077511_SMCY0.zp.ppg	Kentucky Medicaid - KYMEDI	Kentucky Medicaid - KYMEDI	4068.00	[E] [M] [B] [L] [C] [C] [C] [E] [E] [E]
2008-01-02	1078546_TRICW.zp.ppg	Tricare - West	Tricare - West	572.66	[E] [M] [B] [L] [C] [C] [C] [E] [E] [E]
2008-01-02	1078413_ZBKY0.zp.ppg	Blue Cross & Blue Shield of KY	Blue Cross & Blue Shield of KY	410.88	[E] [M] [B] [L] [C] [C] [C] [E] [E] [E]
2008-01-02	1079126_SML0.zp.ppg	Medicare Part B - Illinois	Medicare Part B - Illinois	50222.99	[E] [M] [B] [L] [C] [C] [C] [E] [E] [E]
2008-01-02	1079342_SML0.zp.ppg	Medicare Part B - Illinois	Medicare Part B - Illinois	8512.67	[E] [M] [B] [L] [C] [C] [C] [E] [E] [E]
2008-01-02	1079516_SMCY0.zp.ppg	Medicare Part B - Kentucky	Medicare Part B - Kentucky	3145.67	[E] [M] [B] [L] [C] [C] [C] [E] [E] [E]
2008-01-02	1080276_SMC21.zp.ppg	Blue Cross & Blue Shield of IL	Blue Cross & Blue Shield of IL	51305.66	[E] [M] [B] [L] [C] [C] [C] [E] [E] [E]
2008-01-02	1080319_SARCA.zp.ppg	RAILROAD MEDICARE (881474)	RAILROAD MEDICARE (881474)	0.00	[E] [M] [B] [L] [C] [C] [C] [E] [E] [E]
2008-01-02	1080450_ZBKY0.zp.ppg	Blue Cross & Blue Shield of KY	Blue Cross & Blue Shield of KY	2192.55	[E] [M] [B] [L] [C] [C] [C] [E] [E] [E]
2008-01-02	1080495_SMC00.zp.ppg	Medicare B NORTHWEST VIRGINIA	Medicare B NORTHWEST VIRGINIA	251.00	[E] [M] [B] [L] [C] [C] [C] [E] [E] [E]
2008-01-02	84707_001_052632.MED	Medicare Part B - Missouri	Medicare Part B - Missouri	2482.24	[E] [M] [B] [L] [C] [C] [C] [E] [E] [E]
2008-01-03	00041_001_052632.MED	Medicare Part B - Oklahoma	Medicare Part B - Oklahoma	800.00	[E] [M] [B] [L] [C] [C] [C] [E] [E] [E]
2008-01-03	1082350_SML0.zp.ppg	Medicare Part B - Illinois	Medicare Part B - Illinois	93640.40	[E] [M] [B] [L] [C] [C] [C] [E] [E] [E]
2008-01-03	1082364_SML0.zp.ppg	Medicare Part B - Illinois	Medicare Part B - Illinois	11873.66	[E] [M] [B] [L] [C] [C] [C] [E] [E] [E]
2008-01-03	1082605_SMCY0.zp.ppg	Medicare Part B - Kentucky	Medicare Part B - Kentucky	1372.60	[E] [M] [B] [L] [C] [C] [C] [E] [E] [E]
2008-01-03	1082686_SMC00.zp.ppg	Medicare Part B - MISSOURI	Medicare Part B - MISSOURI	306.13	[E] [M] [B] [L] [C] [C] [C] [E] [E] [E]
2008-01-03	1084182_SMC01.zp.ppg	Medicare Part B N. California	Medicare Part B N. California	428.64	[E] [M] [B] [L] [C] [C] [C] [E] [E] [E]
2008-01-03	1084183_SMC01.zp.ppg	Medicare Part B N. California	Medicare Part B N. California	2668.34	[E] [M] [B] [L] [C] [C] [C] [E] [E] [E]
2008-01-03	1084184_SMC01.zp.ppg	Medicare Part B N. California	Medicare Part B N. California	16190.44	[E] [M] [B] [L] [C] [C] [C] [E] [E] [E]
2008-01-03	1084192_SMC01.zp.ppg	Medicare Part B N. California	Medicare Part B N. California	3702.76	[E] [M] [B] [L] [C] [C] [C] [E] [E] [E]
2008-01-03	1084193_SMC01.zp.ppg	Medicare Part B N. California	Medicare Part B N. California	7477.78	[E] [M] [B] [L] [C] [C] [C] [E] [E] [E]
2008-01-03	1084194_SMC01.zp.ppg	Medicare Part B N. California	Medicare Part B N. California	510.93	[E] [M] [B] [L] [C] [C] [C] [E] [E] [E]
2008-01-03	1084195_SMC00.zp.ppg	Medicare B NORTHWEST VIRGINIA	Medicare B NORTHWEST VIRGINIA	2525.00	[E] [M] [B] [L] [C] [C] [C] [E] [E] [E]

CITY OF

PROVIDER #: 01/02/2008
 DATE: 113792325
 CHECK/EFT #:

REND	PROV	SERV DATE	POS	NOS	PROC	MODS	BILLED	ALLOWED	DEDUCT	COINS	GRP/RC-AMT	PROV PD
NAME	ROBERTS	HIC	A	ACMT	01462285	ICN	1107355133300	ASG	Y	MOA	MA01	MA07
288391	1208	120807	41	1	A0428	RH	300.00	300.00	0.00	60.00	0.00	240.00
288391	1208	120807	41	3	A0425	RH	22.50	18.75	0.00	3.75	CO-45	3.75
FT RESP	63.75				CLAIM TOTALS		322.50	318.75	0.00	63.75		255.00
ADJ TO TOTALS: PREV PD	0.00				INTEREST		0.00			LATE FILING CHARGE	0.00	255.00

CLAIM INFORMATION FORWARDED TO: VIRGINIA DEPT OF MED ASSISTANCE
 Alternate First Name detected (old Name was Robert)
 Transaction added: Payment to EMS - Primary Insurance \$255.00
 Transaction added: Adjustment/Assignment - Primary Insurance \$3.75
 Transaction added: Medicare Forwarded to Secondary

REND	PROV	SERV DATE	POS	NOS	PROC	MODS	BILLED	ALLOWED	DEDUCT	COINS	GRP/RC-AMT	PROV PD
NAME	HERBERT	HIC	A	ACMT	01462352	ICN	1107355133460	ASG	Y	MOA	MA01	MA18
288391	1014	101407	41	1	A0433	RH	550.00	550.00	0.00	110.00	0.00	440.00
288391	1014	101407	41	2	A0425	RH	15.00	12.50	0.00	2.50	CO-45	2.50
FT RESP	112.50				CLAIM TOTALS		565.00	562.50	0.00	112.50		450.00
ADJ TO TOTALS: PREV PD	0.00				INTEREST		0.00			LATE FILING CHARGE	0.00	450.00

CLAIM INFORMATION FORWARDED TO: WPS - TRICARE FOR LIFE
 Transaction added: Payment to EMS - Primary Insurance \$450.00
 Transaction added: Adjustment/Assignment - Primary Insurance \$2.50
 Transaction added: Medicare Forwarded to Secondary

REND	PROV	SERV DATE	POS	NOS	PROC	MODS	BILLED	ALLOWED	DEDUCT	COINS	GRP/RC-AMT	PROV PD
NAME	JOHN	HIC	A	ACMT	01462879	ICN	1107355133600	ASG	Y	MOA	MA01	MA07
288391	1116	111607	41	1	A0429	SH	300.00	300.00	0.00	60.00	0.00	240.00
288391	1116	111607	41	3	A0425	SH	22.50	18.75	0.00	3.75	CO-45	3.75
FT RESP	63.75				CLAIM TOTALS		322.50	318.75	0.00	63.75		255.00
ADJ TO TOTALS: PREV PD	0.00				INTEREST		0.00			LATE FILING CHARGE	0.00	255.00

CLAIM INFORMATION FORWARDED TO: VIRGINIA DEPT OF MED ASSISTANCE
 Transaction added: Payment to EMS - Primary Insurance \$255.00
 Transaction added: Adjustment/Assignment - Primary Insurance \$3.75
 Transaction added: Medicare Forwarded to Secondary

REND	PROV	SERV DATE	POS	NOS	PROC	MODS	BILLED	ALLOWED	DEDUCT	COINS	GRP/RC-AMT	PROV PD
NAME	AMMOLHETT HIC	HIC	A	ACMT	01462381	ICN	1107355133510	ASG	Y	MOA	MA01	MA07
288391	1016	101607	41	1	A0427	EH	400.00	400.00	0.00	80.00	0.00	320.00
288391	1016	101607	41	3	A0425	EH	22.50	18.75	0.00	3.75	CO-45	3.75
FT RESP	83.75				CLAIM TOTALS		422.50	418.75	0.00	83.75		335.00
ADJ TO TOTALS: PREV PD	0.00				INTEREST		0.00			LATE FILING CHARGE	0.00	335.00

CLAIM INFORMATION FORWARDED TO: VIRGINIA DEPT OF MED ASSISTANCE
 Alternate First Name detected (old Name was A)
 Transaction added: Payment to EMS - Primary Insurance \$335.00
 Transaction added: Adjustment/Assignment - Primary Insurance \$3.75
 Transaction added: Medicare Forwarded to Secondary

The Intermedix Billing System automatically posts ERA responses received from third party payers as described above. However, sometimes the Payment Poster may wish to drill-down into the ERA communication to figure out exactly what the system did when it posted the transactions. The system is able to tell the Poster - in plain English - what occurred, and notes where

corrections were able to be made on the account (name spelling corrections, etc.) automatically.

When hardcopy Explanation of Benefits (EOB) documents are received instead of ERAs, we have a web-based manual posting system wherein the Payment Poster will manually apply the payment. Every data element is reviewed for accuracy and completeness before committing the transactions to our database and an audit trail with the UserID of the Poster that posted the transactions is maintained to ensure the best QA processes.

Assigned Batches						
ID	Assigned	Open Date	\$\$\$	Documents	Office	Actions
9765	malcata	12/10/2007 10:53:46	\$7443 14762443 14	7/6	Denver Office	--Select Action--
10293	keamey	12/30/2007 12:38:27	\$15264 82915264 82	20/20	Denver Office	--Select Action--
10739	squinto	12/31/2007 14:28:15	\$145 834145 83	2/2	Oakland Office	--Select Action--
10740	squinto	12/31/2007 15:47:46	\$5772 7958772 79	10/10	Oakland Office	--Select Action--
10744	squinto	12/31/2007 16:37:47	\$351 834391 63	11/21	Oakland Office	--Select Action--
10771	squinto	01/02/2008 10:09:56	\$116 004116 00	1/1	Oakland Office	--Select Action--
10772	squinto	01/02/2008 10:18:12	\$294 134294 13	2/2	Oakland Office	--Select Action--
10774	squinto	01/02/2008 10:26:29	\$70 00470 00	1/1	Oakland Office	--Select Action--
10775	squinto	01/02/2008 10:30:09	\$300 104300 00	1/1	Oakland Office	--Select Action--
10776	squinto	01/02/2008 10:36:36	\$1387 0041387 00	2/2	Oakland Office	--Select Action--
10778	squinto	01/02/2008 11:04:28	\$1807 8291807 82	19/19	Oakland Office	--Select Action--
10787	squinto	01/02/2008 13:29:18	\$89 15489 74	2/2	Oakland Office	--Select Action--
10790	squinto	01/02/2008 14:06:54	\$805 641805 64	2/2	Oakland Office	--Select Action--
10795	squinto	01/02/2008 14:22:26	\$436 124436 12	1/1	Oakland Office	--Select Action--
10797	squinto	01/02/2008 14:29:06	\$3709 6483709 64	3/3	Oakland Office	--Select Action--
10798	cowinn	01/02/2008 14:58:28	\$75 00575 00	1/1	Oakland Office	--Select Action--

DAILY CHECK POSTING

Checks and balances occur at numerous levels throughout the payment posting process, through automated processes and manual reviews to ensure that all money posted balances at the end of each day. Each Regional Vice President responsible for the Operations facility reviews daily reporting via the Daily Check Posting screen in the system to verify the total amount of money posted each day.

Daily Check Posting
[Refresh Data]

Date	Houston	Columbus	Oakland	Denver	Columbus
2008-01-03	106301.31	93640.15	34098.19	11328.23	104707.61
2008-01-02	63028.91	245688.51	1404.22	4585.80	17258.41
2007-12-31	472445.51	211422.07	96783.79	5693.75	7688.54
2007-12-29	102641.53	0.00	0.00	0.00	0.00
2007-12-28	142464.97	174782.34	479005.87	5770.35	15203.81
2007-12-27	470875.98	53730.38	14840.92	967.93	2592.52
2007-12-26	289259.45	207433.80	383729.73	-375.86	22551.67
2007-12-24	52303.39	0.00	-253.74	7830.00	2767.83

Intermedix recommends that all payments be sent to a lockbox located at the financial institution of the City's choosing. If desired, we can provide for electronic check depositing and updates through the iStream application. We prefer to have all receipts sent directly to the bank

primarily to eliminate human interaction and the opportunity for human error, but most importantly so that the City is able to access revenue as soon as claims are paid. With a lock box, all payments are processed in a secure fashion and Intermedix is provided with posting information and patient correspondence on a daily basis. Upon receipt of payment documentation, which typically occurs 24 hours after deposit date, payments are posted to the appropriate account and reconciled to the bank deposit by our Payment Posters.

Month-end reports detail all payments, write-offs, and adjustments and reconciles with the date of transport, monthly bank deposits and the month end total.

SPECIALTY CASES: HARDSHIP AND WRITE OFF POLICIES

When we become aware of cases of patient hardship, we arrange a payment plan of an amount designated by the City, if desired. All "special" case and write-off policies will be specifically dictated by the City and approved by the City Manager or his/her designee before implementation. Accounts selected for possible write-off or further collections action, will be submitted to the City Manager via our electronic reporting solution described in the Reports section of the billing process, below. Intermedix will receive return accounts, should the City deem an account as still collectible after return to the City.

PAYMENT RECORDS RETENTION AND AUDITING POLICY

Intermedix will maintain all McAlester payment records for the required duration, typically a period of 7 years, either in the original electronic format or via a scanned copy created from all paper-based payment records. All records are considered the City's property and will be returned upon completion or termination of the contract and copies of documents will be provided upon request. Additionally, we will provide all records upon request for inspection, review, or audit by federal, state, or other duly authorized personnel to support City audit activities.

ACCOUNT RESOLUTION

OBJECTIVES

File secondary claims within 1 week of primary claim payment

Process timely refunds

Provide appropriate account level payment review within 48 hours of receipt

Provide timely and effective responses to payer denials or requests for additional information

Follow-up on aged accounts receivable

BENEFITS

- Ensures maximum recovery for each transport
- Promotes accurate accounting practices and transparent reporting
- Assurance that payments are accurately applied and are moving through the process to resolution
- Transitions accounts to "paid" quickly and efficiently
- Accounts are continuously pursued on behalf of the City

Billing Cycle WEEK 3-16

It typically takes between 3 weeks to 2 months after the initial payer response to resolve an account by (a) receiving payment from a secondary payer, (b) receiving resolution on the appeals process, or (c) resolving a denial. New credit balances are typically resolved within 1 month after they are initiated as part of the month-end close process (unless the credit balance is initiated at the end of the month).

Once payments are received and posted, the account is worked on several fronts with the goal of resolving accounts to a zero balance. During this stage payments are reviewed, secondary payers are billed for supplemental payment, refunds are processed, and aged accounts receivables are pursued.

PAYMENT REVIEW

Each payment received from a third party, including Medicare and Medicaid, is reviewed to ensure accurate reimbursement. If a "short pay" exists, the account is noted for exception processing, which automatically triggers an appeal to the carrier for payment. Intermedix staffing levels and experience with follow up on short pays/non-payments is a persistent advantage in that we identify patterns and proactively involve our Chief Compliance Officer, Joe McCloskey, to work directly with the carrier to get them resolved.

SECONDARY PAYER FILING

After billing the primary payer assuming the claim is a "clean claim", coded properly and assigned to the correct recipient with all the necessary demographic information on the claim, we will receive an electronic payment remittance, normally between 14 and 21 days from the submission. Once payment is received, Secondary Payers are submitted claims according to the following procedures:

- i Intermedix captures claims that Medicare has automatically crossed-over to the secondary insurer and processes them accordingly. This process fully automated that sends the secondary claim with the Remittance Advice. In those cases where we have secondary (MediGap) on file but Medicare has not crossed-over, our system is designed to bill the secondary insurer immediately upon receipt of Medicare's Electronic Remittance Advice.
- i After receiving payment from Medicare, we then bill the remaining 20% either to the patient or to the patient's secondary insurance provider, if they have secondary insurance to cover outstanding balances. In all cases, we use the Medigap program to its maximum extent in order to bill the secondary insurer in a timely manner.
- i All payers secondary to Medicare will be filed immediately after receipt and posting of the Medicare payment and other third party insurance, if applicable, will be filed sequentially. For the majority of claims that are not crossed-over via Medicare, electronic remittances are paired with the secondary claim automatically and the claims are sent.

Secondary claims that are not sent automatically are printed, manually matched to the primary explanation of benefits (EOB), and mailed. Other third party insurance, where applicable, are then filed sequentially. Furthermore, the majority of claims that are not crassed-over via Medicare, electronic remittances are paired with the secondary claim and claims are submitted automatically.

- i After receiving and posting the secondary payment, we close the account. If there has been overpayment by either the patient or the secondary insurer, we will send a file and the back-up to the agency to issue any necessary refund checks to the appropriate party. If the account is not paid in full, we continue to send statements to the patient, requesting payment in full for the balance that remains due.

A detailed accounting of all identified refunds is provided to the City for approval, with all approved transactions appearing in the month-end reporting package.

COLLECTIONS AFTER INSURANCE PAYMENTS

MEDICARE PAID

- i Does the ERA state that the co-pay or deductible amount due was automatically forwarded to the secondary payer?
 - YES – If secondary payer information is not already on the account, this information will be updated at this time and the account will be pended for 30 days to receive payment. If no payment is received, we will re-bill the insurance company with the EOB and if the payer is a commercial insurance company, send a patient statement.
 - NO – We will immediately bill the secondary insurance with an EOB and pend the account for 30 days to receive payment. If no payment is received we will begin the self-pay billing cycle by sending the patient a statement.

MEDICAID PAID

- i Does the patient have a MCO that requires a co-pay to be billed?
 - If yes, start the self pay billing cycle by sending patient statements. Continue this cycle, until the account is paid, or send to an outside collection agency following the same logic as Medicare above.

COMMERCIAL PAID

- i Does the patient have another insurance that the balance can be billed to?
 - Yes – once the primary pays, or a deductible code is posted, the secondary insurance on the account will be billed automatically subsequent to the primary posting.
 - No – once the primary pays, a statement will be generated. Subsequent to this statement, the logic will follow the same logic as the Medicare accounts starting with "if the payment is not received within 30 days, initiate call to the patient" until the account is paid or referred to an outside agency.

DELINQUENT ACCOUNT FOLLOW-UP

- i If a payment is not received after a set period of time at which it is deemed delinquent, we will initiate a phone call via our Predictive Dialer Technology to the patient in an effort to gather supplemental information or set up a payment plan. If a payment is not received within 30 days we will continue the self-pay billing statement cycle. Before the 4th statement a Predictive Dialer call to the patient will again be initiated and, **if applicable**, inform the patient that they are in danger of being turned over to a collection agency for their unpaid balance.
- i If a payment is still not received within 30 days, the system will send a 4th statement to the patient. If the balance remains unpaid, we will send the account to the outside collection agency, **if applicable**, and write-off account to bad debt.

REFUNDS

When a credit balance is initiated during the payment posting process, Payment Posters provide the payment record to a Refund Processor for follow up. The Refund Processor then researches the claim, gathering supporting documentation from our Record Management System, which may include the explanation of benefits and copies of the original check from the payer. After the credit balance is confirmed as a legitimate overpayment or duplicate payment, the Refund Processor completes the necessary refund request documentation. Because Intermedix is committed to proper and timely processing of credit balances and expediting refunds, we will immediately send the file and all required documentation to the City, who will cut any necessary refund checks to the appropriate party. If the account is not paid in full, we continue to send statements to the patient, requesting payment in full for the balance that remains due.

DENIAL MANAGEMENT

While our goal is to file a clean claim the first time and avoid denials, they do unfortunately still occur. Depending on the type of denial, we automatically initiate a series of actions specific to that particular denial reason. For example: if a claim is denied due to a policy number issue, we will check a number of insurance eligibility sources, and may contact the patient to obtain the correct insurance information; if a claim was denied for medical necessity reasons, we review the PCR to verify the original medical necessity determination. Once corrected, the claim is resubmitted. Accurate data mining of denials is the most critical element of our denial management process. Once the top denial reasons are targeted, we dedicate resources to diagnose consistent causes with the goal of preventing reoccurrences.

AGED ACCOUNTS RECEIVABLE

Intermedix Accounts Receivable Representatives receive reports detailing aging accounts for follow-up. The AR Representative researches each account by checking claims status and through phone calls. Once the problem has been identified, accounts are updated, and when appropriate, the claims are re-filed. We also run an accounts receivable aging report by payer allowing our AR Reps to identify claims filing issues that may be occurring on multiple accounts for a single payer.

REPORTING

OBJECTIVES

Provide a standard reporting package

Meet ad-hoc reporting needs in a timely manner

Provide clients with on-line access to account information

BENEFITS

- The City can view meaningful statistics that demonstrate the efficacy of the billing process
- Enables the City to view data in the format they desire, to support your goals
- Provides the City with a level of transparency in performance that promotes trust in its billing partner

Billing Cycle EACH MONTH'S END

A standard reporting package is provided each month as part of the month end close as requested. These reports are provided in an Excel or PDF format. In addition, we also provide copies in a downloadable Excel format via our secure website on a monthly basis. Ad-hoc report requests are typically completed within 48 hours

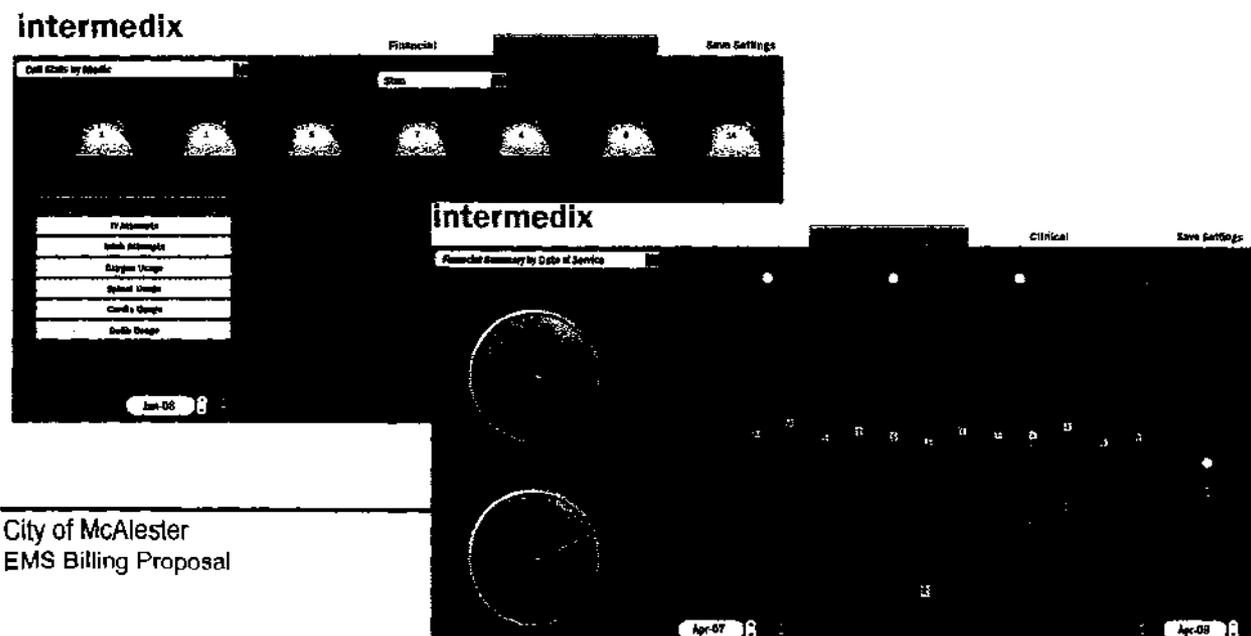
Intermedix is committed to providing our clients with the tools to be constantly informed about their financial status and operations through our powerful reporting solution. These tools provide real time access to **all information entered into the Intermedix system by the City and are available 24 hour per day 7 days a week via the internet and our secure servers.**

Every PCR, patient account, call statistic, demographic resource, financial information, etc., is continuously available via any internet capable computer. All information is encrypted for security, and is maintained and backed-up in multiple, geographically separated locations, utilizing the latest mirrored, multiple-redundant systems available. Accounts collected, individual patient accounts, medic statistics, call statistics, and financial statistics are all available in a dynamic, real-time format.

As soon as information is entered via a medic's patient care report or by our staff processing account activities, that information is available to authorized users. Within nanoseconds from the time the run report is sent to Intermedix and entered in our system, the account is generated and the statistics concerning that call have been added to the various reports throughout the system. In addition to management reports, **you also have secure on-line access to ALL clinical documentation sent to Intermedix related to your patient transports**, from the EKG strips, which are transmitted through an automatic interface with TripTix, and basic run report to any additional supporting data scanned and indexed for each individual encounter.

BUSINESS OBJECTS REPORTS

The sample reports below are taken from our Business Intelligence ad hoc reporting engine. These reports represent samples from our web-based reporting engine, demonstrating Intermedix's commitment to providing full accountability and accessibility to all the data produced by the patient transports provided by the City.



The image displays two screenshots of the Intermedix web-based reporting engine. The top screenshot, titled "Call Stats by Medic", shows a bar chart with seven bars representing different medics, with values ranging from 1 to 14. Below the chart is a table with columns for "Medic", "Calls", and "Revenue". The bottom screenshot, titled "Resource Summary by Date of Service", shows two pie charts and a table with columns for "Date of Service", "Calls", and "Revenue". Both screenshots include the Intermedix logo and navigation options like "Financial" and "Clinical".

MONTHLY SUMMARY BY DATE OF SERVICE

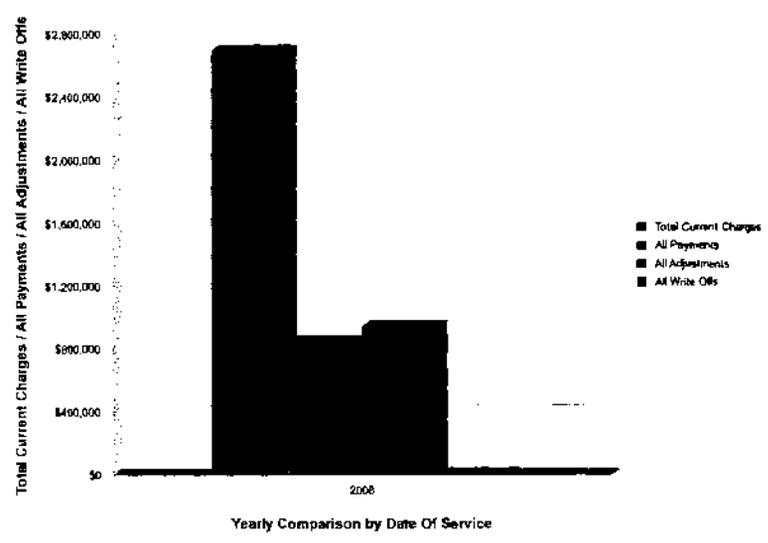
Year: 2008
Run Date: 1/16/09

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
ALS1												
ALS2	4	2	5	1	1	3	4	6	6	8	5	5
BLS												
Other	40	44	43	61	49	44	41	44	71	82	68	53
SCT												
TNT					1							
Total												
Gross Charges												
Adjustments	\$97,435	\$92,911	\$89,194	\$74,433	\$64,246	\$89,389	\$70,130	\$73,129	\$71,003	\$97,952	\$87,396	\$51,362
Net Charges												
Net Collections	\$81,059	\$102,275	\$93,370	\$78,142	\$71,147	\$64,054	\$71,482	\$66,464	\$69,965	\$78,489	\$47,613	\$31,961
Net Writeoffs												
Open A/R	\$48,917	\$54,774	\$48,673	\$46,287	\$59,568	\$78,763	\$58,409	\$77,100	\$85,522	\$97,670	\$66,452	\$194,933

YEARLY COMPARISON BY DATE OF SERVICE

Year: 2008
Run Date: 1/16/09

ALS1	
ALS2	52
BLS	
Other	638
SCT	
TNT	1
Total	2,403
Gross Charges	
Adjustments	\$936,590
Net Charges	
Net Collections	\$845,922
Net Writeoffs	
Open A/R	\$904,969
Collections by Calendar Month	
Per Account Metrics	
Avg Charges	\$1,080
Avg Collections	
Gross % to Date	31%
Net % to Date	



SCHEDULE OF TRANSPORTS AND COLLECTIONS BY DATE OF SERVICE

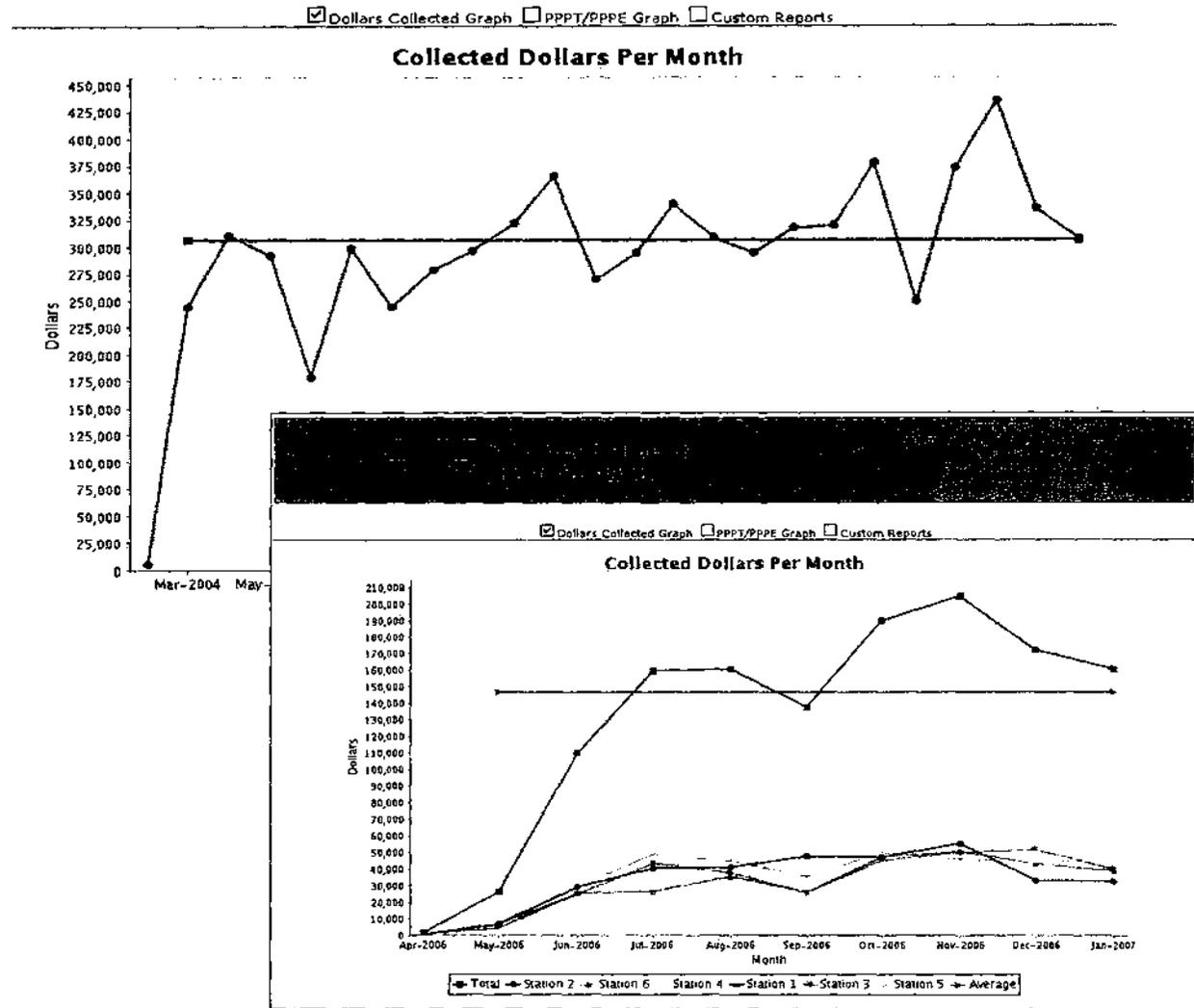
Year: 2008
Run Date: 1/16/09

Month Year	Number of Transports	Total Current Charges	All Adjustments	Net Charges	All Payments	All Write Offs	Gross %	Net %	With Payment	Open A/R
02/2008	224	\$250,133	\$92,611	\$157,222	\$102,275	\$173	41%	65%	9%	\$54,774
04/2008	199	\$200,266	\$74,433	\$125,833	\$78,142	\$1,403	33%	62%	8%	\$46,287
06/2008	204	\$232,210	\$89,389	\$142,820	\$64,054	\$3	28%	45%	8%	\$78,763
08/2008	193	\$216,693	\$73,129	\$143,564	\$68,464	\$0	31%	48%	8%	\$77,100
10/2008	264	\$274,111	\$97,952	\$176,159	\$78,489	\$0	29%	45%	11%	\$97,670
12/2008	243	\$258,246	\$51,362	\$216,884	\$31,961	\$0	12%	15%	10%	\$194,933

FINANCIAL REPORTS

There are several standard financial reports available to authorized personnel as designated by the client. These reports are available for every month the client has been with Intermedix (and using this data collection system).

Gross Revenues, Assignment/Adjustment, and Financial Class Reports



The graphs shown above on the Financial Statistics page are the same reports but for two separate clients, reflecting the level of customization that will be available to you. The basic information in both reports reflect the actual dollars collected per month, with an average collected per month also depicted via the level line across the graph. In the top example, that client also wished to track the revenue based upon individual stations, so their individual levels of revenue are depicted as well. This is shown since inception of the agreement between the provider and Intermedix. In the second example, also utilizing an unidentified but actual client, you can see where the amount collected each month has varied from just under \$250,000 in March 2004, to slightly more than \$300,000 in January 2006 and is reflected by the blue line. The

level red line reflects the average of all the amounts collected over the entire contract; in this case showing slightly more than \$300,000 monthly.

Accounts Collected Report (Receipts by Payer Type and Carrier)

This is an example of the Accounts Collected report available to the designated personnel of each individual client. The agency determines who in their department will have access to this information. In this example, the posted date reflects the actual date that the payment was made on the account. 'Scan ID' is the number assigned by Intermedix to the document related to that account, such as an EOB and/or a check for payment. 'Account #' is

Financial Account	Billing Cycle 01-01-2007 to 01-31-2007
Volunteer Fire Dept.	Fee
	Paid EMS
	Paid Intermedix
	\$354109.51
	\$1732.31

[Jan] [Feb] [Mar] [Apr] [May] [Jun] [Jul] [Aug] [Sep] [Oct] [Nov] [Dec]

1018 items found

Account #	Scan ID	Date	Fee	Paid EMS	Paid Intermedix	Carrier
2007-01-02 60		2005-09-29	56.00	0.00		Patient Payment
2007-01-02 60		2005-03-05	1510.30	0.00		Memorial Herman Healthcare
2007-01-02 60		2006-11-05	1549.22	0.00		Memorial Herman Healthcare
2007-01-02 60		2006-03-10	1.60	0.00		Humans Choice Care
2007-01-02 60		2004-08-21	25.00	0.00		Patient Payment
2007-01-02 60		2005-04-08	20.00	0.00		Patient Payment
2007-01-02 60		2005-08-26	947.50	0.00		Omega Builders
2007-01-02 60		2006-06-14	535.92	0.00		Blue Cross & Blue Shield of TX
2007-01-02 60		2006-06-14	490.97	0.00		Blue Cross & Blue Shield of TX
2007-01-02 60		2006-09-18	84.41	0.00		Patient Payment
2007-01-02 60		2006-03-31	20.00	0.00		Patient Payment
2007-01-02 60		2005-10-20	25.00	0.00		Patient Payment
2007-01-02 60		2006-11-25	719.25	0.00		TX Children's Health Plan CHIP
2007-01-02 60		2006-09-20	441.00	0.00		Crime Victims' Compensation
2007-01-02 60		2006-10-21	22.66	0.00		Amerigroup
2007-01-02 60		2006-09-09	39.22	0.00		Amerigroup
2007-01-02 60		2006-05-12	4.34	0.00		Amerigroup
2007-01-02 60		2006-07-25	28.38	0.00		Amerigroup
2007-01-02 60		2006-09-23	39.86	0.00		Amerigroup
2007-01-02 60		2006-10-28	175.00	0.00		TPC-Progressive Insurance
2007-01-02 60		2006-10-18	234.60	0.00		Patient Payment

the system assigned patient account number for that particular patient. 'Paid EMS' is the actual payment amount received by Intermedix for processing. 'Paid IMX' is a custom column for those accounts in which a payment was made directly to another designated receiver for any reason. The fee is the calculated amount due to Intermedix for servicing that account, based upon the percentage rate established in the service agreement. The insurance name is the name of the primary insurance responsible for that payment. Items listed in the Scan ID, Account #, and Patient Name columns are hyperlinks. Clicking on any of these items takes you to additional information about the account. The database can be sorted by simply clicking on the column header for that particular column.

Accounts Aging Reports

Sample Accounts Aging Report
New Braunfels Fire Dept (2005-08-01 - 2006-12-31)

ID	INCIDENT NUM	DATE	NAME	INSURANCE TYPE	AMI BILLED	AMI PAID	AS/ADJ	AMT DUE	LAST TX DATE	FINAL STATUS
194308	05-4873	12-01-2005		Medicare	1372.48	281.15	1021.04	70.29	2005-12-23	Open
194330	05-4874	12-01-2005		Medicare	1195.50	278.41	847.48	69.61	2005-12-30	Open
194359	05-4875	12-01-2005		Private Insurance	1764.75	0.00	0.00	1764.75	2005-12-09	Open
184845	05-4436	11-01-2005		Medicare	1071.50	281.50	719.63	70.37	2005-12-08	Open
184864	05-4437	11-01-2005		Uninsured	2694.79	0.00	0.00	2694.79	2005-12-14	Open
174918	05-4071	10-02-2005		Medicare	1410.49	0.00	0.00	1410.49	2005-10-11	Open
183534	05-4389-01	10-27-2005		Auto Insurance	2046.15	0.00	0.00	2046.15	2005-11-10	Open

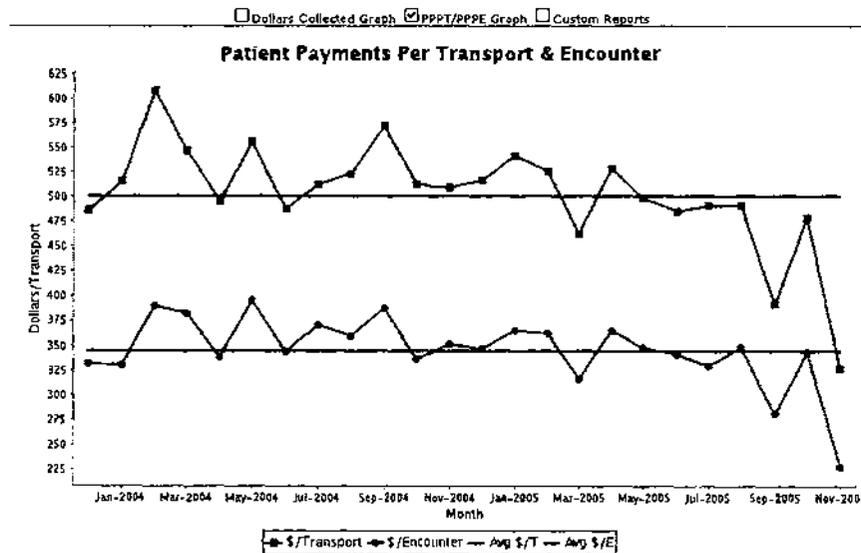
This is an example of our typical accounts aging report. This type of information is only available to those persons designated by the Client as requiring this level of access.

Accounts Receivable Status Report

Accounts Detail
 [REDACTED] EMS (2006)

ID	INCIDENT NUM	DATE	NAME	INSURANCE TYPE	AMT BILLED	AMT PAID	AS/ADJ	AMT DUE	STATUS
204399	69076	01-01-2006	[REDACTED]	Medicare	1545.00	558.92	986.08	0.00	CLOSED
204437	69077	01-01-2006	[REDACTED]	Contract	2229.04	397.69	1831.35	0.00	CLOSED
204543	69078	01-01-2006	[REDACTED]	Medicare	915.00	397.69	517.31	0.00	CLOSED
204560	69079	01-01-2006	N/A	No Insurance	0.00	0.00	0.00	0.00	CLOSED
204572	69080	01-01-2006	[REDACTED]	Unknown	0.00	0.00	0.00	0.00	CLOSED
204636	69081	01-01-2006	[REDACTED]	Private Insurance	1553.00	1553.00	0.00	0.00	CLOSED
204677	69083	01-02-2006	N/A	No Insurance	0.00	0.00	0.00	0.00	CLOSED
204678	69082	01-02-2006	[REDACTED]	Medicare	900.00	211.62	688.38	0.00	CLOSED
204856	69086	01-02-2006	[REDACTED]	Medicare	930.00	580.57	526.57	-177.14	CLOSED
204894	69084	01-02-2006	[REDACTED]	Private Insurance	2085.75	0.00	0.00	2085.75	OPEN
204911	69089	01-02-2006	[REDACTED]	Medicare	802.00	199.18	602.82	0.00	CLOSED
204920	69087	01-02-2006	[REDACTED]	Medicare	870.00	370.18	499.82	0.00	CLOSED

Patient Payment per Transport and Patient Payment per Encounter



The above graph is also part of the Financial Statistics section of the web access reports. It reflects the Patient Payments per Transport (PPPT shown in red) and the Patient Payments per Encounter (PPPE shown in blue.) The graphs reflect the variances for each month the agreement between the provider and Intermedix has been in effect, depending upon the circumstances of the actual amounts received. In this example, the PPPT for this agency is averaging approximately \$500.00 per transport. This type of information is extremely valuable for budget planning, as it is easily seen that at \$500.00 per transport average collected, an agency that transports 3800 patients annually could expect to collect \$1,900,000.00.

The downward trend near the end of the graph is normal, as it reflects those accounts that have been billed, but may not have been collected at the time the graph was prepared. Since this information is dynamic real-time information, this chart could change slightly throughout the day as payments are posted to the individual patient accounts by Intermedix.

PATIENT REPORTS

In addition to the actual run reports for all patients and any supplemental documents that are associated with each report, other patient reports can be accessed from the secure website.

72-Hour Patient Manager

This report displays all patient encounters within the last 72 hours. It can be sorted by using the checkboxes at the top of the report. A similar report listing all patients since contract inception is also available, sorted by year and month. As with other reports, clicking any of the column headers will sort the individual report by that column. For example, clicking on the Call Type column header will sort the report alphabetically based on that column, resulting in the Animal Bite call being first, with the resulting reports in alphabetical order based on the type.

72 Hour Patient Manager

[Show All] [Refresh Data]

[Jan] [Feb] [**Mar**] [Apr] [May] [Jun] [Jul] [Aug] [Sep] [Oct] [Nov] [Dec]

[A] [B] [C] [D] [E] [F] [G] [H] [I] [J] [K] [L] [M] [N] [O] [P] [Q] [R] [S] [T] [U] [V] [W] [X] [Y] [Z]

15 Items found

Patient
 Gender
 Age
 DOB
 Address
 Priority
 Addendum
 Call Type
 Dispatch Time
 Disposition
 Incident #
 Q1
 Charges

	Female	27	1980-02-19	Priority 2	Medical	2007-03-27 10:28	200709
	Female	65	1941-12-05	Priority 2	Diabetic	2007-03-27 14:55	200709
	Male	43	1963-05-18	Priority 2	Other	2007-03-27 15:52	200709
	Female	39	1968-03-26	Priority 2	Cardiac	2007-03-27 18:53	200709
	Female	6	2000-03-27		Headache	2007-03-27 21:37	200709
	Female	80	1927-03-01	Priority 2	Stroke	2007-03-28 14:39	200709
	Female	51	1955-12-02	Priority 1	MVA	2007-03-28 18:35	200709
	Male	17	1989-12-17		MVA	2007-03-28 18:50	200709
	Male	8	1999-02-28		MVA	2007-03-28 18:50	200709
	Female	67	1940-02-22	Priority 2	Medical	2007-03-28 21:09	200709
	Male	47	1960-02-08	Priority 1	Unknown	2007-03-29 09:42	200709
	Female	80	1926-11-23	Priority 1	Diabetic	2007-03-29 12:31	200709
	Male	52	1954-12-16	Priority 2	Choking	2007-03-29 13:34	200709
	Male	11	1995-04-19		Animal Bite	2007-03-29 18:26	200709
	Female	26	1980-06-19		Unconscious	2007-03-29 23:38	200709

Export options: Excel | PDF

MEDIC AND DEPARTMENT STATISTIC REPORTS

The following sample reports show the type of medic and department statistics are available to designated personnel.

Call Volume and Call Location Reports

CALLS BY TIME OF DAY													
Time	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT
0600-1159	13 86%	18 78%	9 56%	22 29%	32 24%	29 39%	12 57%	6 60%	7 26%	8 32%	18 55%	0 0%	166 37%
1200-1759	2 13%	0 0%	5 31%	27 36%	40 30%	22 29%	5 23%	2 20%	9 34%	11 44%	4 22%	9 81%	136 30%
1800-2359	0 0%	4 17%	0 0%	15 20%	32 24%	10 13%	1 4%	0 0%	8 30%	4 16%	4 22%	1 9%	79 17%
0000-0559	0 0%	1 4%	2 12%	10 13%	28 21%	13 17%	3 14%	2 20%	2 7%	2 8%	0 0%	1 9%	64 14%

CALL LOCATIONS BY MONTH														
Map Page	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOT	
4117	0 0%	2 3%	0 0%	1 1%	1 1%	4 0%								
4118	0 0%	1 1%	0 0%	0 0%	1 1%	0 0%	2 0%							
4123	0 0%	0 0%	1 1%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	2 2%	1 0%	0 0%	4 0%	
4124	0 0%	0 0%	0 0%	1 1%	1 1%	0 0%	0 0%	1 1%	0 0%	0 0%	1 0%	0 0%	4 0%	
4125	0 0%	1 1%	0 0%	0 0%	0 0%	2 2%	3 0%							
4126	0 0%	0 0%	1 1%	2 2%	4 5%	1 1%	1 1%	1 1%	0 0%	0 0%	1 0%	0 0%	11 1%	
4127	41 40%	16 25%	29 31%	17 25%	18 23%	21 23%	25 32%	33 37%	34 40%	24 24%	37 35%	31 32%	326 31%	
4127'	0 0%													
4128	11 10%	6 9%	18 19%	10 14%	10 13%	13 14%	8 10%	7 7%	7 8%	16 16%	13 12%	14 14%	133 12%	
4129	0 0%	0 0%	0 0%	1 1%	1 1%	0 0%	2 0%							

Dispatched Call Types

DISPATCHED CALL TYPES PER MONTH													
Call Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOI
Abd Pain	1 0%	8 2%	6 1%	6 1%	7 2%	10 2%	7 1%	10 2%	5 1%	6 1%	9 2%	11 3%	86 2%
Allergic Rx	1 0%	0 0%	1 0%	2 0%	3 0%	2 0%	1 0%	2 0%	0 0%	1 0%	2 0%	0 0%	15 0%
Animal Bite	0 0%	0 0%	2 0%	2 0%	1 0%	1 0%	1 0%	1 0%	0 0%	2 0%	0 0%	0 0%	10 0%
Assault	12 3%	3 0%	2 0%	10 2%	8 2%	16 4%	9 2%	8 2%	7 1%	3 0%	7 2%	6 1%	91 2%
Auto Ped	1 0%	0 0%	3 0%	3 0%	2 0%	16 0%							
Back Pain	3 0%	1 0%	1 0%	4 1%	1 0%	2 0%	2 0%	2 0%	1 0%	1 0%	5 1%	1 0%	24 0%
Burns	0 0%	1 0%	1 0%	0 0%	0 0%	1 0%	1 0%	0 0%	1 0%	0 0%	0 0%	2 0%	7 0%
CO Poison	0 0%	2 0%	1 0%	3 0%									
CPR	1 0%	0 0%	1 0%	3 0%	0 0%	1 0%	0 0%	0 0%	1 0%	1 0%	1 0%	3 0%	12 0%
Cardiac	29 8%	32 9%	32 9%	26 7%	29 8%	21 5%	33 8%	23 6%	30 7%	26 7%	20 5%	24 6%	325 7%
Childbirth	1 0%	3 0%	0 0%	0 0%	2 0%	1 0%	0 0%	1 0%	1 0%	0 0%	0 0%	1 0%	10 0%
Choking	2 0%	0 0%	3 0%	1 0%	0 0%	2 0%	0 0%	0 0%	1 0%	2 0%	0 0%	2 0%	13 0%
DOS	2 0%	1 0%	4 1%	2 0%	3 0%	1 0%	2 0%	1 0%	1 0%	3 0%	0 0%	1 0%	21 0%
Diabetic	3 0%	6 1%	9 2%	6 1%	8 2%	10 2%	7 1%	2 0%	11 2%	2 0%	5 1%	9 2%	78 1%
Drowning	0 0%	0 0%	0 0%	0 0%	0 0%	1 0%	0 0%	0 0%	0 0%	0 0%	0 0%	0 0%	1 0%

Medic Management Report

Medic Statistics, Including Individual Medic Encounter and Refusal Counts

MEDIC MANAGEMENT REPORT

EMS

2006

Basics Details Counts Percents Drugs

██████████	314	111	8	20	47	17	29
██████████	308	80	9	17	47	19	26
██████████	131	38	8	15	41	17	22
██████████	69	14	9	19	51	15	29
██████████	286	105	8	23	48	17	24
██████████	487	155	7	19	46	14	23
██████████	1	0	0	17	43	5	21
██████████	27	7	9	18	46	21	21
██████████	130	42	8	17	44	17	26
██████████	259	73	11	19	52	19	29
██████████	280	92	9	16	43	16	24
██████████	255	97	9	20	45	14	19
██████████	94	7	18	21	53	14	19
██████████	7	0	8	17	49	14	35

Response Time Reports

Response Times

Call ID	Call Type	Time	Priority	Description	Dispatch	Arrival	Officer	Unit	Date	Count	Time
7500	911 call	04:44:00	M-82	Transport and treatment	4209	04:46:00	408396	07-0191	2007-02-04	3	04:43:00
4600	911 call	14:26:00	M-82	Transport and treatment	4127	14:30:00	413887	07-0194	2007-02-05	4	14:26:00
5900	911 call	15:13:00	_E-30	Treatment, transport refused	4127	15:20:00	413895	07-196	2007-02-05	7	15:13:00
5111	911 call	09:51:00	M-82	Treatment, no transport	4209	09:52:00	417693	07-198	2007-02-06	2	09:50:00
5400	911 call	17:42:00	M-82	No treatment, no transport	4209	17:44:00	418807	07-201	2007-02-06	3	17:41:00
5111	911 call	18:36:00	M-82	No treatment, no transport	4209	18:38:00	418817	07-202	2007-02-06	3	18:35:00
5600	911 call	06:45:00	M-82	Transport and treatment	4127	06:48:00	419573	07-204	2007-02-07	5	06:43:00
4430	911 call	08:49:00	M-82	Transport and treatment	4127	08:49:00	421889	07-207	2007-02-07	0	08:49:00
4906	911 call	12:31:00	M-82	Transport and treatment	4209	12:32:00	421984	07-210	2007-02-07	2	12:30:00
4620	911 call	14:55:00	M-82	Transport and treatment	4127	14:58:00	422056	07-212	2007-02-07	3	14:55:00
4800	911 call	13:06:00	_E-30	Treatment, no transport	4210	13:07:00	422119	07-0211	2007-02-07	2	13:05:00
5700	911 call	12:36:00	M-82	Treatment, transport refused	4128	12:39:00	422606	07-213	2007-02-08	5	12:34:00
815	911 call	13:45:00	M-82	Transport and treatment	4209	13:48:00	422614	07-215	2007-02-08	4	13:44:00
6000	911 call	21:14:00	M-82	Transport and treatment	4210	21:21:00	422822	07-0217	2007-02-08	8	21:13:00
4747	911 call	14:15:00	M-82	Transport and treatment	4209	14:17:00	423160	07-220	2007-02-09	4	14:13:00
110	911 call	19:22:00	M-82	Transport and treatment	4127	19:25:00	425291	07-222	2007-02-09	4	19:21:00
5125	911 call	11:43:00	M-82	False Al/Unfounded/No Pt	4209		425668	07-223	2007-02-10		11:42:00
5910	911 call	17:45:00	M-82	No treatment, no transport	4210	17:46:00	425780	07-227	2007-02-10	2	17:44:00

Export options: Excel | PDF

Drug Usage Report

Drug Usage Report

Call ID	Call Type	Time	Priority	Description	Dispatch	Arrival	Officer	Unit	Date	Count
A-42					200635	2006-12-10			_D50	1
A-41					200636	2006-12-15			_Aspirin	1
A-42					200636	2006-12-16			_Haldol	1
A-42					200636	2006-12-17			_Aspirin	1
A-42					200636	2006-12-17			_NTG Spray	2
A-42					200636	2006-12-22			_Albuterol	1
A-42					200636	2006-12-23			_Aspirin	1
A-42					200636	2006-12-23			_Lasix	1
A-42					200636	2006-12-23			_NTG Spray	2
A-41					200637	2006-12-25			_NTG Spray	2
A-42					200637	2006-12-29			_Lasix	1

Intubation Report

Intubation Report

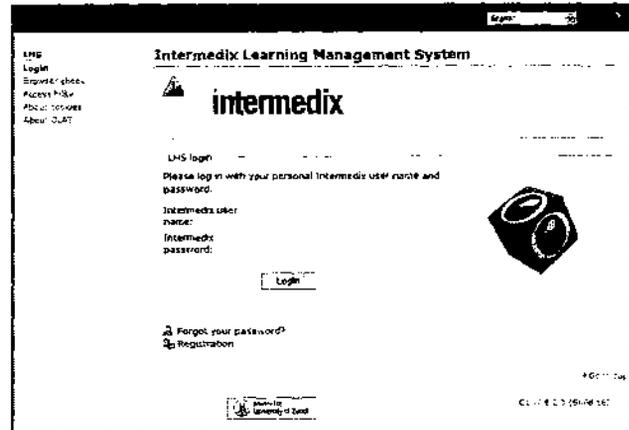
Call ID	Call Type	Time	Priority	Description	Dispatch	Arrival	Officer	Unit	Date
Y		1			200700198	363930			2007-01-02
N		1			01953	376323			2007-01-18
Y		2			01953	376323			2007-01-18
Y		1			2007011955	376147			2007-01-18
Y		1			200702104	380362			2007-01-20
N		1			200702649	392015			2007-01-25
N		2			200702649	392015			2007-01-25
Y		1			200703848	414167			2007-02-05
N		1			200706872	567719			2007-03-03
Y		2			200706872	567719			2007-03-03
Y		1			200708007	615825			2007-03-13

Export options: Excel | PDF

TRAINING

Intermedix customarily provides documentation training for our customers and we can conduct training programs for the City to educate field personnel on the proper completion of incident reports to support revenue. While we recommend a train-the-trainer approach, we are flexible to your needs; in fact, many agencies choose to video tape the training session and incorporate it as part of their new hire training. The training can be performed in the location of your choice and will be performed by our Chief Compliance Officer, Joe McCloskey or the Regional VP of the Houston Operations Office, Janice Metzger.

In addition, Intermedix is pleased to share our Learning Management System (LMS), launched in the first quarter of 2009 with training modules that can be accessed on-line and eventually provide continuing education (CE) accreditations. This advanced technology will enable us to share our deep industry knowledge with our clients in an on-demand environment. It will provide our clients, as well as our own team members, with the flexibility to participate in training on an as needed basis and at a time that is most convenient for each individual.



Our LMS tool is a user-friendly web-based application that is fully accessible from our website. Course participants need only to self-register to access the courses that the City recommends. Courses are developed by our subject matter experts and include up-to-date industry knowledge and best-practices with complex topics presented in modules, allowing course participants to progress through challenging material at their own pace. Furthermore, courses are narrated to create an engaging online learning experience.

Key City personnel, as well as your Intermedix Regional VP and Director of Operations, can easily view LMS reports to see who has registered for which courses and whether course participants have successfully completed online testing - making it easy to monitor departmental learning goals. Finally, upon successfully completing a course, participants are able to print a certificate of achievement to document their ongoing education efforts.

We have also found that a peripheral benefit of this online approach to learning is the reduction of the need to distribute printed course material. As a company committed to the communities we serve, Intermedix is dedicated to reducing, reusing and recycling to minimize our environmental footprint and we are proud to see the launch of our LMS tool as another step toward our goal.

CUSTOMER SERVICE

As an extension of McAlester in a service role, Intermedix fully recognizes our responsibility to represent the City to your residents and visitors. We ensure excellent customer service through appointing Regional Teams that possess a sense of account ownership and first-hand knowledge of your community as they interact with the patients transported by your crews. Further, we will share our "10-second Call Rule" focus when we fully delineate our customer service approach later in our proposal.

INTERMEDIX'S CUSTOMER SERVICE COMMITMENT

In serving more than 250 clients and providing billing services for almost 2 million annual transports, our Operations Teams are constantly in communication with our customers. On occasion, part of our mission includes addressing a client concern about our results, be it as the result of a patient concern, a month where revenue was behind plan or some other matter that may arise given the specific needs of the agency. As an example and to demonstrate the attention to detail of our operation's teams when incidents arise, we realized that some follow-up was being handled differently than one of our clients out had expected during FY 2008. Responding quickly and specifically, we were able to respond to the concern in short order and remedy the issue quickly. The net of that situation resulted in an account with collections exceeding \$650 per transport, and it was an excellent display of our operation's team adjusting to a client need and exceeding their expectations. Again, this is the same type of attention that all our clients expect and that we offer to McAlester.

PATIENT CUSTOMER SERVICE

Our goal is to handle every patient call professionally with minimum wait times to the caller. The City's patients will access customer service through a designated toll free number which maintains active customer service hours from 8:00 a.m. to 5:00 p.m. daily, excluding holidays, and utilizes an afterhours messaging system 24/7 which is answered the next business day. Our Houston facility provides multi-lingual customer service representatives (CSRs) for Spanish speaking patients. Furthermore, Intermedix's customer service staff offers more extensive multi-lingual capabilities via our 5 other regional offices throughout the country as all of our offices are on the same phone system and a seamless transfer to another office to accommodate a patient that speaks another language could occur quickly. Languages that can currently be accessed within our current staffing schedule are Spanish, Tagalog, Cantonese/Mandarin, Burmese, Creole and Hindi.

Intermedix perceives ourselves as an extension of the City and will only perform "soft collections" while collecting EMS reimbursements. We maintain a professional and courteous demeanor and do everything possible to assist your patients to resolve their issues and ultimately, their account paid. Calls are monitored via our phone system's silent monitoring functionality and when necessary, corrective action is taken with employees. All activity is documented in the system's patient notes section, as well as in a daily call log. If a CSR receives a call from an upset patient who wants to file a complaint or speak with a manager, the CSR transfers the call to their manager and the manager completes the communication. If, for whatever reason, the patient is still not happy with the outcome, Intermedix will report the complaint to the designated City representative for further action. It is our goal to favorably resolve the relatively small

percentage of issues that we do receive before they have to be transferred to the City representative.

BILLING TECHNOLOGY

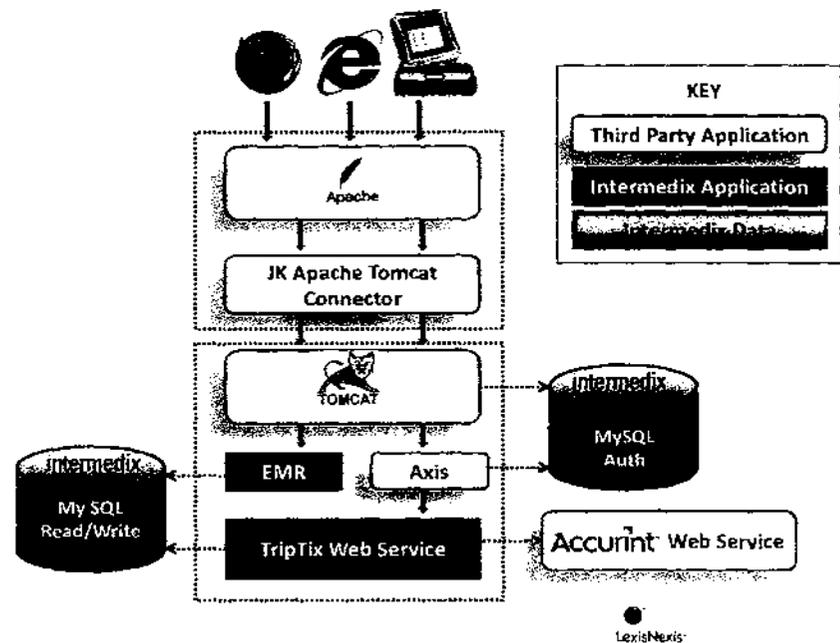
SYSTEM ARCHITECTURE AND SECURITY

Our proprietary billing system has been designed by Intermedix to provide our clients and our operational professionals with the most effective information and approach in the ambulance billing industry. Patient transports will be processed by this reliable and secure system. This highly-advanced user friendly system will also provide you with effective and efficient reporting. Clients are able to retrieve, view, and print copies of PCRs, invoices, remittance statements, and insurance company payments with a click of a mouse.

The web based distributed architecture provides our clients the benefits of scalability, high availability, manageability, and vendor neutrality. The powerful combination of this advanced technology capability combined with our deep knowledge and efficient and effective processes will deliver great value to McAlester. Our systems architecture is depicted here.

Security Awareness

Our employees receive our security and privacy policies when they join Intermedix and when these policies are updated. In addition, our employees attend a mandatory annual compliance training session which includes HIPAA security and privacy. We promote a security aware culture across our organization and are committed to the security of our company information, client information and protected health information.



Change Control

The personnel who have developed our billing and TripTix® platforms continue to manage and expand our technology capability to meet our clients' needs. While we may at time work with third-party vendors, we are not reliant upon them to make changes to our core systems. We have established a separate environment for development and testing of application code changes and have implemented change control processes to help ensure changes are properly authorized. We utilize version control software and upgrades to TripTix® are automatically deployed to the tablets, seamlessly to our users.

Data Center Facilities

Our IMX billing and TripTix® production infrastructure is hosted at a state of the art third party co-location facility. Physical access is restricted to authorized personnel only and is secured by guards and staffed 24 hours a day, 365 days a year. In addition, access is secured with video

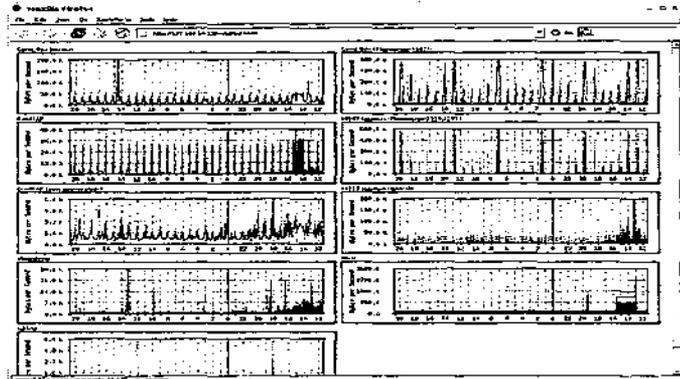
surveillance, biometric security, as well as proximity card systems. The facility is protected by fire detection and suppression controls and multiple air conditioning systems. We have a back up secondary co-location facility in a geographically separate city in Texas; critical billing, clinical and scanned image data is redundantly hosted at both of these sites to help ensure availability.

Remote Access

Remote access to the IMX billing and TripTix® production infrastructure is encrypted and restricted to authorized IT personnel only. We use 256 bit SSL encryption on communications to and from our non-public web sites.

Performance

Load-balancing technologies are used to help ensure maximum performance. In addition, we monitor our production infrastructure using advanced third-party monitoring technology. This technology will contact our IT team in real-time if a performance or processing issue occurs. In addition, we proactively monitor system bandwidth usage on a nightly basis (see example of logs). Access interface and communications speeds/rates will be provided upon request.



Network Security

Internet-facing servers are protected by a firewall system to filter unauthorized inbound production traffic. This system is configured to only permit Internet traffic that is specifically authorized within the firewall rule set. External traffic is required to pass through the firewall system to communicate with production servers. Further, the system is configured to provide failover firewall services in the event of a primary firewall failure. The firewall system also provides logging and auditing services which we monitor regularly.

Spam detection and prevention software is used to protect our email services. Virus detection and prevention software are used on workstations. We also use a combination of point-to-point encrypted virtual private networks and MPLS private networks to facilitate communications between our operations centers and the co-location facilities.

Client Access to Intermedix

Client access to the Intermedix billing system is provided via a web interface, using 256 bit SSL technology. You are able to monitor billing operations, including EMT/paramedic documentation, call statistics, transport statistics, and many other helpful reports. Access to functionality, views and reports is restricted based on roles and privileges. We have a formal process in place to help ensure that account access requests are approved in writing by the Client. Each approved website user will be supplied with an individual login name and password. In addition, we provide a file transfer site for encrypted data transfer.

Data Retention

We will maintain the Client's account data in our billing system for life of the contract. Records are considered the City's property and, as such, will be provided upon request.

OPTIONAL SERVICES

Intermedix offers the broadest range of services in our industry including providing a custom blend of services to address the specific needs of our clients. In this section we will provide the Departments with information regarding the optional or additional services which we believe may be of added benefit and should be considered by your evaluation and selection committee.

NOTICE OF PRIVACY PRACTICE (NPP) - HIPAA

HIPAA Compliance has become a crucial issue in the healthcare and rescue industry. One of the requirements of HIPAA practice guidelines is that the provider ensures that all patients treated for whom Private Health Information (PHI) must be handled, receive a Notice of Privacy Practices. This notice ensures the patient's rights to privacy will be protected with regard to their PHI and also provides important information regarding who to contact concerning questions about such policies and potential violations. Intermedix offers a convenient option to our billing service which will ensure that all emergency, transported patients receive such notice assisting your organization in ensuring compliance with such regulations. These notices are provided to the patient as an insert to our initial invoice mailed to the patient. *We have provided pricing for this service as an option to our base fee in the pricing section of this proposal.*

TRIP TIX – EPCR SOLUTION



TripTix was designed by EMS personnel for EMS personnel. TripTix's unique call flow design allows the field user to enter data into their medical record as they would progress through the natural flow of their call. Each screen is designed for ease of use to maximize

data capture while minimizing effort. This approach allows the report writer the flexibility of real time data entry or documentation at call conclusion.

TripTix achieves its goal of simplicity without sacrificing its robustness by using smart technology. When certain calls parameters are met the report writer is asked to complete additional

information. If they are not, they are not troubled to enter unnecessary data, thus reducing the time necessary to complete documentation of the medical record and helping to ensure more complete data collection.

Some key features include

- i SSN Look up to verify the proper spelling of the patients name and correct address
- i Repetitive patient Look up to be able to identify patients who have been transported before with immediate real time access to pervious medical history
- i No server syncing necessary - Data is sent over the air card without the need to connect to the local network at the station to sync the machine
- i Cardiac Monitor integration to send data from the monitor to the run report
- i Integrated fax on demand to send draft reports at will or to transmit 12 lead data to the hospital

We believe we are uniquely positioned to meet all requirements and objectives of our clients in the following ways:

- i **CAD Interface** – We have the ability to provide o secure interface with City CAD systems, enabling automatic population of call-for-service and other applicable dispatch data into the patient care report (providing your CAD vendor provides access and documentation to their extract or interface). Intermedix has had experience interfacing with different CAD systems for other agencies.
- i **Efficient, Ease-of-Use** – Clearly one of the most significant attributes of the TripTix® Mobile solution is its efficiency and ease-of-use. The system provides many application “assists” that minimize pen-strokes and the time to enter data and complete patient records. The system provides pen-based handwriting recognition and many color-coded fields, context-sensitive helps, drop-down boxes, protocol-based and medical-oriented choices to simplify on-scene medic entry and documentation of patient care, scene information and patient demographics for clinical aspects.
- i **Billing Interface** – TripTix® is fully integrated with our billing system and requires no interface or billing extract. Completed patient care reports are immediately available for billing without delay.
- i **Cardiac Monitor Interface** – We can transfer Lifepak 12 monitor data wirelessly using our Bluetooth interface to the TripTix® Mobile system with a simple click of a button.
- i **HIPAA & Medicare Compliance** – The TripTix® Mobile system meets all federal and state confidentiality, security and transaction code requirements, including but, not limited to HIPAA Transaction Code, Privacy and Security Regulations. Furthermore, our systems are fully compliant with Medicare and MediCal guidelines.
- i **“Repeat” Patient Data Import** – We routinely provide data for previously treated “repeat” patients as just one of the many ways we assist field personnel in efficiently obtaining correct patient demographic data. With the “repeat” patient data import feature, data captured on previous encounters is readily available to import into a new patient encounter record.

- i **Context Sensitive Forms** – Another way in which TripTix® Mobile simplifies input of data and medic interaction is through the use of Context Sensitive Forms. For instance, data required exclusively for motor vehicle accidents only appears once "MVA" is selected as the incident type. This is just one example of the rules-based technology within our application that makes our proprietary system easy to use for our clients in the field.
- i **Field Customization** – The TripTix® Mobile application is flexible to allow existing fields to be customized or new fields to be added to meet variations driven by your specific departmental protocols. Field customization is an application-secured process and is accomplished at the administrator level by Intermedix, not by field personnel, to ensure the integrity of the process and the security of the application.
- i **QA/QI Supervisor Review** – TripTix® Mobile provides a process model for data capture, incident completion, supervisory review, addenda, billing submission and reporting and analysis. The model works flexibly allowing review, intervention, redirection and hold-of-status for incident processing.
- i **Touch Screen/Tablet Entry** – TripTix® Mobile extensively utilizes the touch and pen-tablet entry features of digitizer screen technology to increase efficiency and ease-of-use for field personnel. The system also uses drop-down boxes and point-and-click selections to further streamline data collection processes in the field. Additionally, the handwriting recognition software within the application has proven to be adaptable to a wide range of users, even those with poor handwriting characteristics.
- i **Field Printing** – TripTix® Mobile's approach using electronic routing eliminates most need for field printing in that it offers a simple way to maintain and manage e-mail address and fax phone numbers and allows for automatically sending ePCR data to these facilities. The system does provide options for field printing reports and screen images in addition to the capability to print at the hospital ER facility.
- i **Signature Capture** – TripTix® Mobile provides Medicare and HIPAA compliant signature capture for billing authorization purposes. We can custom-tailor the language on the signature area to meet your needs or can provide typical compliance language if you desire. The pen-tablet will then upload the signature image to the server, thus storing actual signature capture for legal proof of authorization and patient acknowledgement.
- i **Startup and Training** – We will provide full installation, configuration, system modification and training for the new system customized and tailored to your agency. Our professional staff has not only worked with many agencies similar to the City, but they are certified medics with administrative and implementation experience as well. Intermedix provides documentation training for our customers as a matter of routine.

ADDITIONAL SYSTEM CAPABILITIES

In addition to meeting the above features and benefits, we will describe below our ability to meet or exceed some additional preferred system capabilities.

- i **NFIRS and NEMESIS** – Our rescue (EMS) ePCR application is fully NEMESIS Gold compliant. The development pipeline at Intermedix includes Fire Incident Reporting capabilities that will be

NFIRS compliant. As new features become available, they can be installed without disruption to your system due to our web-based platform.

- i **Automatic Narrative Generation** – The TripTix® Mobile software will automatically generate narrative text based on the clinical data entered into the ePCR incident encounter record by the medic field personnel. The narrative generation is under user control and can be inhibited by City administration if so desired.
- i **Trend Analysis by Type** – The backend reporting features of the TripTix® system are designed to provide both administrative and analytical reporting of operational, clinical, and mission-critical data. Trend analyses by incident type (illness/injury/symptom/procedures/etc) are provided as a standard feature. Custom reporting can be accomplished as well through Crystal Reporting tools which are provided out-of-the-box with our system.
- i **Crew Entry** – The TripTix® Mobile software requires users to utilize an individually assigned log-in and password. When one crew member needs to exchange a tablet using our software with another crew member, the first crew member logs off, hands off the machine and then the second crew member logs on and begins the recording of his/her runs.
- i **Electronic Transfer of Care**- When one crew member needs to send information concerning a particular run to another crew member who has their own individual tablet, the first crew member is able to specify the machine he/she is sending the encrypted information to, and the second crew member can then access that particular run report data and import into their own patient care report for that incident.

PROJECT PRIORITIES

- i **Strong Customer Satisfaction and Service Reputation** – Intermedix maintains one of the highest customer satisfaction rates in the business with over 98% client retention rate in its ePCR and billing business segments. Our 24/7 customer service availability for TripTix® and rapid hardware replacement keeps our clients operational and satisfied.
- i **Minimal In-House Resources** – Intermedix has developed a system that uses far less resources from your in-house staff to maintain. Server maintenance, upgrades and software changes are all administered automatically from Intermedix's Houston development facility and downloaded to field tablets during power up/down sequencing. There are no backups and restores required by in-house personnel.

Intermedix asserts that we can and will fully deliver the above-listed objectives as well as provide other capabilities as identified and described in our proposal and product information provided below.

TRIPITX® MOBILE OVERVIEW

- i **Web-based:** Our solution is entirely web-based, allowing for password-protected system access by all City billing and administrative personnel from any internet-enabled computer. Access to departmental information will be permitted by your administrative

staff, and no access will be granted without a written order from the identified departmental administrators within the City.

- i **Hosted-** Our solution is fully hosted in a secure data center. We operate two redundant data centers and replicate data to four database servers for ultimate disaster recovery capabilities.
- i **Highly secure:** Our solution has a level of security that we are confident your department will not find in any other ePCR solution. Our servers are hosted in highly secure, high-tech data centers in Austin and Houston, Texas. Physical access to these buildings is secured by armed guards. Physical access to the server rooms is secured via biometric security requiring both a handprint and a pulse, which provides a deep sense of confidence in security to our customers.
- i **Scalable:** The scalability of our system can be demonstrated simply by observing the growth of transport volume processed by Intermedix's billing system. Prior to October, 2006, approximately 150,000 transports were processed on the system. Since that time, we have added an additional 400,000+ transports and continue to grow that volume rapidly. In short, the system is highly scalable and fully capable of managing the volume produced by the City.
- i **Advanced Technology:**
 - Built With Open Systems Technology
 - MySQL Relational Database
 - State-Of-The-Art development and test environments facilitate rapid application development and quality control
- i **Widely accepted and used:**
 - Released in 2003
 - Currently in use for more than 100 clients
 - Currently processing over 600,000 annual transports
- i **Web-based Business Intelligence reporting tools:** Web-based system allows for real-time access to your EMS transport and related data. This data drives the management and clinical reporting provided but depends heavily on what agency information is passed to our system via our TripTix® field data reporting solution. In addition to our standard reports, we provide access to ad hoc reporting tools that provide additional reports available based on the expressed reporting needs across our entire customer base. This Business Intelligence reporting tool provides flexible and innovative reporting opportunities to our clients.

Each identified City user will be supplied with a login name and password. The login information is only supplied to designated employees as directed by the City. These employees will gain access to the real-time patient information and documentation information for your department. From our system you are able to monitor all aspects of your operations, including but not limited to: EMT/paramedic documentation, call statistics, transport statistics, and many other reports. These reports can be used to monitor your account and to set benchmarks for future goals and enhancements.

- i **Easily Implemented:** We have implemented our system across many Intermedix customers and offices over the past several years, and with this experience in hand, we are highly confident in our efficiencies in implementing the system and training City staff. After much observation, we have found that users find ease in the use of the IMX system over other systems that have been utilized. Users are generally up and running in very short order and performing their tasks with far greater efficiency and accountability. There are no servers to procure and install and no printers required.
- i **Disaster Recovery:** Intermedix developed and owns our proprietary software. Our in-house programming staff allows us the flexibility to work with client's needs and eliminates the concern that a software vendor will stop operating and leave your department with no solution. We are your total solution partner, which gives you the confidence that things will happen quickly and according to your needs.

Our server infrastructure is built with redundancy and fault tolerance as one of the primary design goals. To ensure uninterrupted availability and disaster recovery, Intermedix utilizes a multiple server, mirrored, redundant, geographically separated system of servers. Multiple power feeds and network feeds are provided by both facilities. In addition, diesel generators are at each site to provide backup power if the utility companies are unable to provide resources. Our environment has proven to be a stable with more than adequate back-up capabilities.

Every server has redundant power supplies, each fed with separate power distribution mains. Each server also has at least two network interfaces, each connected to different network switches. Digital images are continuously backed up between facilities using the rsync utility. Databases are continuously backed up between cities using the database's native data replication feature. These backups and securities will serve as Intermedix's disaster recovery plan in the case of an emergency.

Web sessions are replicated between servers in the web cluster. If one web server were to fail, the end-user would not even realize the session had moved to a different node in the cluster.

All servers use RAID. Our standard server RAID configuration involves using two RAID arrays in each server. The first array is a two-disk RAID-1 mirror for the OS partition. The second is a four disk RAID-5 array containing the important data files. We pay Dell for premium support for our production servers, and if any replacement parts are necessary, the parts are shipped and received at our co-location facilities within four hours. Physical access to our hardware at the co-location facilities is restricted to authorized personnel only. Even further, one of the facilities requires biometric (fingerprint) identity scans in order to gain physical access to the server.

Remote access to servers is restricted to authorized IT system personnel only. All remote access is protected and encrypted using SSH (Secure Shell). Only certain IP addresses are permitted remote access. All internet-facing servers are protected by firewalls. Inbound and outbound port access is very restricted (for example, non-secure ports such as telnet and standard FTP not permitted). The firewalls also provide logging and auditing services. Employee access to external websites is restricted to a certain list of approved sites all related directly to required job functions. Mail servers use spam

detection software ("spam assassin") and virus detecting software ("ClamAV") to protect employees email.

Failover capacity is possible due to the various redundancies in the system architecture as previously discussed. Backups are continuous, also as previously described.

Additionally, the following steps are in place to ensure data integrity:

- i Nightly backups of all data
- i Hourly backups of billing and patient-related data
- i Regular oversight on all aspects of the backup plan
- i Backups stored in locations that ensure protection in case of emergencies
- i RAID protection which accounts for hardware failure of servers that store data
- i Billing representatives login info meets HIPAA requirements for complexity
- i Firewall protection
- i Internal network access is limited to authorized VPN users that are trained to not share login information
- i Internal access to the building is secured via a card swiping access system
- i All access in to and out of the Intermedix offices are logged electronically
- i These access logs are monitored

All Intermedix systems comply with HIPAA requirements of Security, Privacy, and transmission of data. As to encryption of electronic data during use in the field and during transmission between field units and participating municipality or hospital, we have described above the great level of security within the framework of the Intermedix systems and technology.

We have provided pricing for this service as an option to our base fee in the pricing section of this proposal.

FIRE FEES AND MVA BILLING – REVENUE RESCUE

i | revenue rescue intermedix

Intermedix is additionally pleased to be able to offer the Departments the most successful fire fee billing program in the country. Our recent acquisition of Revenue Rescue, an Austin, Texas based firm specializing in the recovery of revenue to help offset fire, MVA, and first response rescue costs allows us to offer such an important capability. This enables Revenue Rescue-Intermedix to broaden the source of service fee revenue further improving your budget. Following is a brief description of this unique offering for your evaluation and possible inclusion in the services you can access through our company.

Specific MVA, Fire and 1st Responder Billing Experience

While MVA and 1st Response Billing is far less common than the core EMS billing business, our Revenue Rescue subsidiary has been billing for MVA, fire and first responder fire-rescue for quite some time. We have provided services to over 500 clients in 13 States ranging from a few hundred to thousands of incidents annually. We present in this proposal the aspects of our process that address the specialized requirements of billing liability insurance to recover the costs for such Fire Rescue fees.

Differentiating Approach

Generally speaking there exists political sensitivity to setting in place an ordinance to bill for fire fees more so than for EMS transport fees. Even if the ordinance is passed to allow for the billing of fire fees this sensitivity is high throughout the implementation and carrying out of the program. Our program for the billing and collecting of these fees differs greatly from that of other vendors in that our approach takes this issue of sensitivity very seriously. Not only do we emphasize to our billing and collection personnel the importance of customer relations with your citizens but, we appreciate the future dependence on how we deal with third party payers and commercial insurance companies. Many other vendors have received negative press from these institutions which becomes a reflection on the community and increases the difficulty for any community within that geographic region desiring a successful collection program. Revenue Rescue does not have such a reputation. In fact, our program has made significant progress in such relations translating into higher recovery rates.

The Revenue Rescue approach makes use of web-based technology to greatly simplify the operational aspects for fire agencies of defining their fee schedule (what and how they desire to charge) and inputting incident data required to generate a valid set of charges (demographic data, services performed, quantities of expendables, and apparatus and personnel deployed). This simplification is furthered by the technical ability to interface to the fire (NFIRS) reporting system allowing the exchange of data already captured by the reporting system into the fire fee billing system. This can be done through a simple extract and download to the fire fee system.

Supplemental Considerations

On the surface, fire billing programs amongst vendors can appear to be much more similar than they are in reality. Revenue Rescue has carefully honed its recovery efforts over several years, with hundreds of fire departments, to perfect a process that is both very light on a fire department's "time and effort" while returning the maximum "net-net" bottom dollar. At the same time, we have been quite intentional about creating a process that results in an insignificant amount of negative feedback from the public. We call it the "911 Revenue Rescue Program."

With respect to the fire department's "time and effort", while creating new revenue is helpful, the accompanying paperwork headaches and administrative tasks that have tended to go hand in hand with it are not. It only takes two to five minutes of fire department time and effort on average to submit an incident to Revenue Rescue. Over three dozen references have filled out in-depth surveys regarding their experience in the "911 Revenue Rescue Program" and they have indicated that additional paperwork required to bill for their services through our program is "Insignificant" (see our website client survey at www.revenue-rescue.com).

We have extremely proficient customer service associates at the ready to answer any agency, citizen or payor questions. Our clients, as verifiable in the reference surveys, consistently dub Revenue Rescue's responsiveness to their calls, questions, and concerns as "Outstanding."

With the "911 Revenue Rescue Program" all of the data that is submitted is readily accessible with an administrator password. You can log on to your account to check your aging, status, and payment reports. Across the board our customers have indicated to us that this feature is a "Must Have," as documented in the surveys filled out by over three dozen references on our website. Further, the administrator's capacity to delegate is made simple by the use of our "data entry only" password.

Addressing what is arguably the most important facet of this equation, **for every submission that we have received over the past 12 months the "911 Revenue Rescue Program" has an average recovery of more than \$300.00 across all clients.** This includes incidents that were submitted to Revenue Rescue but, for whatever reasons, were not able to be processed (perhaps because of insufficient data, falling outside of the scope of the fire department's billing policies, etc.). This figure tends to be higher than even a very good EMS ambulance transport billing program brings in per submission. It is also a reason that the average answer given by our clients who have switched over to us from other vendors answer, "A Whole Lot More" when asked about the revenue that they have received under the "911 Revenue Rescue Program" compared to their previous billing service.

One significant factor contributing to why the "911 Revenue Rescue Program" recovers so much back for our clients is the knowledge and experience our claim processors bring to the table when dealing with the insurers, as well as the fact that the highly computerized nature of our invoice processing capabilities ensure that each claim deserves the maximum attention that it needs in order to be fully processed. Part of our expertise is also working with our fire department clientele to assist them in having the best possible ordinance in place to maximize their recovery as well as providing education in the areas that make for the best possible response recovery program such as collecting the necessary documentation.

Finally, only the "911 Revenue Rescue Program" affords such a high level of customization to our clients in virtually every area, not the least of which is billing policy. New clients into our program fill out an eight page document which lays out in detail (and is fully flexible and adjustable) how we are to process your invoices when encountered with different responses. Not only would this allow the Departments to create the billing program that would best meet its needs, but it insures that our associates always have a reliable template handy to know how to handle your incidents. This high level of accountability is a prime reason that when we ask our clients how well we adhere to their billing guidelines, the response almost universally comes back, "Outstanding".

The "911 Revenue Rescue Program" would recover the most revenue for the Departments using the least amount of fire department time and effort. Our transparency and technology would ensure that your administrators stay informed about their account, making for seamless oversight. Our experience, technology, and proven track record are the reasons why large municipal clients prefer the "911 Revenue Rescue Program" even though our 20% "no-risk" commission structure is likely not the lowest on the market. The only truly comprehensive cost recovery solution in the industry, the "911 Revenue Rescue Program" proudly boasts of mere references, including large tax-levy supported clients, because of our commitment to partner

with our clients in customizing a program that recovers the most revenue with the least negative impact.

We have provided pricing for this service as an option to our base fee in the pricing section of this proposal.

REFERENCES

CLIENT REFERENCES AND TESTIMONIALS

Our goal is and will continue to be to remain ahead of the curve in meeting and delivering on the City's expectations. We are pleased to provide several testimonials from current clients for whom Intermedix performs services similar to those sought by the City of McAlester. If the City's Selection Committee would like to speak to specific Intermedix clients beyond those we have included in our reference list, we will be happy to provide contact information for any of our 240+ contracted municipalities.

Just recently, our company received the following notes from a few of our customers, one of whom has been with us for approaching a decade, one since 2005 and one that just started with us at the end of 2008.

"As you know, we have been a customer of Intermedix since 2005. In the beginning, we were uncertain as to the impact of making a transition from in-house billing to trusting a billing company to perform such a task. Being that the funds resulting from medical billing help to keep us afloat, it was important that we chose wisely when determining which billing company to use. I can honestly say that Intermedix definitely laid all of our fears to rest! Your staff was (and still is) accessible, accommodating and very knowledgeable, fulfilling our requests as well as answering the tough questions. And now, with the added feature of "iStream", Intermedix has confirmed that it continues to find new ways to improve an already great system! Thank you for striving towards excellence! You have hit the mark!!"

-Quote from Habib Kobeissi, Controller, Harris County Emergency Services District 1, Texas, client of Intermedix since December 2005 (approximately 10,800 annual transports)

"FYI, this week Public Safety was instructed to cut an additional \$2.5M from the current budget. Included in the reductions are 17 vacant paramedic / EMT positions. It was a tough week but one without the loss of occupied positions. The "silver lining" at this point is the increased revenue collection by Intermedix for Lee County. Please know I appreciate the company's due diligence with the billing processes that has enabled the division's revenue to increase during the County's economic crisis. I believe the enhancement of revenue is a direct reflection and testimony of the professional working relationship between Lee County and Intermedix. The collaborative partnership has proven to be "home run" for Lee County taxpayers."

- Quote from Lee County, Florida (approximately 50,000 annual transports), home of Fort Meyers and a customer of Intermedix since the late '90's, David Kainrad, Administrative & Finance Manager

"Thanks, Pamela. I honestly have to say that you run a top notch company and nobody can compare to your level of customer service. We could not get this type of service from our former vendor as evidenced through this EOB issue. You have people (Mary, Victoria, and the IT staff, etc) taking care of us. We have not received this level of help before. I am extremely glad that you are our billing company."

- Quote from Omaha, NE (approximately 21,000 annual transports) awarded to Intermedix via an RFP process in late 2008, Chief Lloyd Rupp



RAM

	FIRST YEAR	ANNUAL COST
INITIAL START UP FEE	\$0.00	\$0.00
YEARLY SUPPORT	\$0.00	\$0.00
PART TIME / FULL TIME EMPLOYEE	\$0.00	\$0.00
MOBILE DATA COLLECTION DEVICES	DOES NOT SUPPLY MOBILE DATA COLLECTION DEVICES. \$3,860.89 X 3 = \$11,582.67	NO
PURCHASE OF AIR CARDS	\$240.00	ONLY AT START UP
MONTHLY SERVICE FEE FOR AIR CARDS	\$300.00 PER MONTH	\$3,600.00
BILLING FEE	7% OF FEES COLLECTED	7% - OF FEES COLLECTED
DOES BATCH FILING	NO	NO
SENDS DATA TO OSDH	NO	NO
ELECTRONIC PAYMENTS	YES INCLUDED	YES INCLUDED
TRAINING	COMPUTER BASED / IN HOUSE INSTRUCTOR FOR XTRA CHARGE	COMPUTER BASED / IN HOUSE INSTRUCTOR FOR XTRA CHARGE
TOTAL COST	\$11,582.67 + \$300.00 + 7% OF FEES COLLECTED + 30% FOR CLAIMS THAT GO TO COLLECTIONS	7% - OF FEES COLLECTED + \$3,600.00 FOR AIR CARDS + 30% FOR CLAIMS THAT GO TO COLLECTIONS



Intermedie
7% RAM
8% 2.5%

**RAM SOFTWARE SERVICES, INC.
BILLING SERVICES AGREEMENT**

THIS BILLING SERVICES AGREEMENT (this "Agreement"), dated 2009?, is by and between RAM SOFTWARE SERVICES, INC. ("RAM"), a Pennsylvania corporation with offices at 892 New Castle Road, Slippery Rock, PA 16057, and McAlester Fire Department ("Client"), an Oklahoma Corporation with offices at 28 E. Washington Ave, McAlester, OK. 74501; with reference to the following background:

A. RAM provides certain billing and accounts management services for the ambulance and emergency medical transportation industry, as more fully set forth on Exhibit A (the "Services"), attached to and made a part of this Agreement.

B. Pursuant to the terms and conditions of this Agreement, Client desires to obtain on an exclusive basis, and RAM desires to provide, the Services.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Services.** In consideration of the payments pursuant to Section 2 of this Agreement, RAM agrees to provide the Services to or on behalf of Client, in accordance with the terms and conditions of this Agreement. Client will utilize the Services on an exclusive basis during the term of this Agreement and will not perform its own billing and accounts receivable services nor obtain such services from any other vendor.

2. **Compensation.**

2.1 In consideration of the Services, Client agrees to pay RAM the following fees, plus RAM's reasonable out-of-pocket expenses incurred in the course of providing the Services:

(a) Start Up Fee: Client will pay RAM **\$0.00** as a one-time, non-refundable set up fee, due and payable as of the date of this Agreement.

(b) Processing Charge: Client will pay to RAM the amount of **8%** of amounts deposited and applied to

patient accounts, for the processing of each Client trip sheet. RAM will maintain a record of the collection process for Client as submitted. Processing charges will be invoiced by RAM on a monthly basis.

2.2 Client agrees to pay RAM upon RAM's standard time and materials basis for any services requested by Client and performed by RAM that are not included within the scope of Services, unless otherwise agreed upon by the parties in writing prior to RAM's commencement of such additional services.

2.3 Amounts due under this Agreement are due and payable not later than thirty (30) days following the date of RAM's invoice. All amounts unpaid for more than thirty (30) days following the date of invoice will be subject to an interest charge at a monthly rate of the lesser of the maximum amount allowable by the law of the state in which Client is located or one and one-half percent (1.5%).

2.4 All fees pursuant to this Agreement are exclusive of any applicable taxes and tariffs, and Client will be solely responsible for, and will indemnify and hold RAM harmless against, all applicable sales, use, property and any other federal, state or local taxes whatsoever relating to any goods and services provided under this Agreement (other than those directly imposed on RAM's income). In the event RAM determines that it is required to withhold, report or pay any such taxes, RAM will invoice Client for, and Client will pay, all such amounts in addition to the amounts otherwise due under this Agreement.

3. Client's Responsibilities. During the term of this Agreement, Client will be responsible for performing those activities and duties set forth on Exhibit B, attached to and made a part of this Agreement.

4. Term and Termination.

4.1 The term of this Agreement will be one (1) year, commencing as of the date first set forth above, and will automatically renew thereafter for consecutive one (1) year periods unless terminated by either party as provided herein.

4.2 Either party may terminate this Agreement by providing the other party written notice at least sixty (60) days prior to the end of the then current term.

4.3 Subject to Section 5, either party may terminate this Agreement upon thirty (30) days notice in the event the other party is in material breach of this Agreement and fails to cure such breach within such thirty (30) day period.

4.4 In the event this Agreement is terminated pursuant to Sections 4.2, 5.3, 5.4, 5.5 or 5.8, RAM will continue to perform the Services following the effective date of termination for all open accounts following the normal collection schedules and in consideration of the same compensation. In the event this Agreement is terminated pursuant to any other provision of this Agreement, RAM

will have no continuing obligation to perform any Services following the effective date of termination of this Agreement. Client will continue to pay to RAM all amounts due RAM for claims processed by RAM pursuant to this Agreement.

5. Events of Default. Each of the following will be an "Event of Default" under this Agreement entitling the non-defaulting party to terminate this Agreement upon ten (10) days prior written notice to the defaulting party, provided the defaulting party does not cure such default to the non-defaulting party's reasonable satisfaction within such ten (10) day period:

5.1 If Client fails to timely make all payments due RAM hereunder;

5.2 If Client fails to take reasonable action upon notification by RAM of a potential violation of applicable laws, rules or regulations;

5.3 If Client repeatedly fails to respond to RAM's requests for information required to perform Services;

5.4 If Client fails to report payments made directly to Client;

5.5 If Client revokes or otherwise rescinds the applicable carrier or insurer source code required by RAM to perform Services or causes such source code to be revoked or otherwise rescinded;

5.6 If either party fails to maintain its required licenses, permits or certifications necessary to do business;

5.7 If either party is excluded from any Medicare or Medicaid programs or is convicted of a criminal offense related to any federal or state health care program;

5.8 If either party (i) admits in writing its inability to pay its debts generally as they become due, or (ii) files a petition to be adjudicated a voluntary bankrupt in bankruptcy

or a similar petition under any insolvency act, or (iii) makes an assignment for the benefit of its creditors, or (iv) consents to the appointment of a receiver of itself or of the whole or any substantial part of its property; or

5.9 If any of the representations and warranties of either party as set forth in this Agreement is false or misleading in any material respect.

5.10 Notwithstanding any other provisions of this Agreement to the contrary, RAM may, in its sole discretion, temporarily suspend its obligations under this Agreement and the performance of the Services upon an Event of Default by Client until such time as Client cures the default. However, nothing in this Section will be construed to prohibit RAM from terminating this Agreement as otherwise permitted under this Agreement at its option, and suspension of RAM's obligations as permitted herein on one or more occasions will not thereafter preclude RAM from terminating this Agreement on a subsequent Event of Default by Client.

6. Method of Performing Services; Independent Contractor. RAM will have the right to determine the method, details, and means of performing the Services. Client will, however, be entitled to exercise general power of supervision and control over the results of work performed by RAM to assure satisfactory performance, including the right to inspect, the right to stop work, the right to make suggestions or recommendations as to the details of the work, and the right to propose modifications to the work. It is acknowledged and agreed that RAM is an independent contractor, and RAM's employees will not be considered the employees of Client and Client's employees will not be considered the employees of RAM, within the meaning or the application of any federal, state or local laws, rules or regulations, including, but not limited to, laws, rules or regulations covering unemployment insurance, social security benefits, workers' compensation insurance, industrial accidents, labor or taxes of any kind.

7. Warranties.

7.1 Client represents, warrants and covenants that at all times during the term of this Agreement: (1) Client will possess and maintain all required licenses, certifications and permits necessary to do business; (2) Client will possess and maintain a valid Medicare and Medical Assistance provider number(s); (3) Client will remain in good standing with all state and federal agencies, and Client is not currently the subject of any investigations or actions by any such agency; (4) Client is not and will not be excluded or subject to exclusion from any state and/or federal health care program; and (5) Client will at all times comply with all applicable state and federal laws and regulations pertaining to billing for its services.

7.2 RAM represents, warrants and covenants that at all times during the term of this Agreement: (1) it is not the subject of any actions or investigations pertaining to its participation in any state or federal health care program, (2) it is not excluded or subject to exclusion from any state or federal health care program, and (3) it is in good standing with all state and federal agencies pertaining to the services it provides.

8. Confidentiality. Throughout the term of this Agreement and for a period of five (5) years from the effective expiration or termination date of this Agreement, each party will use reasonable efforts to prevent the disclosure to any person, firm or corporation (other than its own personnel and any contractors, advisors, representatives or consultants who are bound to maintain information in confidence) of any nonpublic and confidential information received from the other party that is marked confidential or the like. For purposes of this Section 8, a party will be deemed to have used "reasonable efforts" if it uses the same degree of care to avoid disclosure of such information as it employs with respect to its own proprietary information of like importance, but in no event less than the standard of care a reasonably prudent person would take to protect such information. For

purposes of this Agreement, confidential information will not include any information that: (a) at the time of disclosure is generally known to the public; (b) after such disclosure, becomes known to the public through no violation of this Agreement; (c) as shown by written records, was in the possession of the receiving party prior to such disclosure by the disclosing party; or (d) after such disclosure as contemplated by this Agreement, is disclosed to the receiving party by a third party that is not under an obligation to maintain the confidentiality of the information.

9. LIMITATION OF LIABILITY, ETC.

9.1 RAM'S MAXIMUM LIABILITY FOR DAMAGES FOR ANY CAUSE WHATSOEVER ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE MANNER IN WHICH CLAIMED OR THE FORM OF ACTION ALLEGED, IS LIMITED TO THE AMOUNTS PAID TO RAM BY CLIENT UNDER THE TERMS OF THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE OCCURRENCE OF THE FIRST EVENT GIVING RISE TO SUCH LIABILITY. RAM'S WARRANTIES SET FORTH HEREIN SHALL BE IN LIEU OF ALL OTHERS, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXCLUDED. IN NO EVENT SHALL RAM BE LIABLE FOR LOSS OF PROFITS OR FOR INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT, REGARDLESS OF WHETHER THE POSSIBILITY OF SUCH DAMAGES HAS BEEN COMMUNICATED TO RAM AND REGARDLESS OF WHETHER RAM HAS OR GAINS KNOWLEDGE OF THE EXISTENCE OF SUCH DAMAGES.

9.2 In the event of any breach of warranty provided herein, Client's exclusive remedy, and RAM's entire liability, will be the reperformance of such defective Services, of if

incapable of cure, the termination of this Agreement.

10. GENERAL TERMS.

10.1 Regulatory Changes. The parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and will be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, will be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms. In the event that any laws or regulations would make such amendment impossible or futile and render performance by either party illegal or impossible for any reason, either party may terminate the Agreement as of the effective date of such laws or regulations.

10.2 Non-Solicitation. During the term of this Agreement and for a period of one (1) year thereafter, neither party will solicit the employment of any of the other party's employees or former employees who are then currently or have previously been materially involved in the performance of Services under

this Agreement, unless otherwise mutually agreed in writing. This provision will not apply or restrict in any way either party's solicitation of employees by means of general advertising, including without limitation, through media, trade publications or other general circulation resources.

10.3 Governing Law. This Agreement, its administration and performance, and the rights, obligations, liabilities, and responsibilities of the parties hereto, will be governed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without reference to the conflicts of laws principles of that or any other jurisdiction.

10.4 Notices. All notices required to be sent hereunder will be in writing and will be deemed to have been given when mailed by first class mail, postage prepaid, certified or registered, return receipt requested, or by nationally recognized overnight courier, to the parties at the addresses first set forth below, or at such other address as the applicable party may designate in writing.

10.5 Conflict. In the event of conflict between the terms and conditions of this Agreement and the terms and conditions of any purchase order issued by Client, whether issued prior or subsequent to the date of this Agreement, and regardless of any statement to any other effect in any such purchase order, the terms and conditions of this Agreement will control, and RAM objects to any additional terms or conditions that may be included in any such purchase order.

10.6 Relationship Between Parties. In all matters relating to this Agreement, Client and RAM will act as independent contractors. The relationship between RAM and Client is that of licensor/Client. Neither party will represent that it has any authority to assume or create any obligation, express or implied on behalf of the other party, nor to represent the other party as agent, employee, franchisee or in any other capacity.

10.7 Force Majeure. Neither party will be liable to the other for failure or delay in the performance of a required obligation if such failure or delay is caused by war, terrorism, Act of God, strike, riot, fire, flood, natural disaster or other similar cause beyond such party's reasonable control; provided, however, that such party gives prompt written notice of such condition and resumes its performance as soon as possible; and provided further, that the other party may terminate this Agreement if such condition continues for a period of one hundred eighty (180) days.

10.8 Parties Bound; Assignment. This Agreement will become effective only upon the mutual execution of this Agreement by authorized representatives of each party. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns.

10.9 Waiver. The waiver by either party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach. No act, delay or omission on the part of either party will be deemed a waiver unless expressly made in writing.

10.10 Entire Agreement; Amendment. This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party, and no other act, document, usage or custom will be deemed to amend or modify this Agreement.

10.11 Severability. The provisions of this Agreement are severable and if any one or more of the provisions hereof are judicially determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions of this Agreement will nevertheless be binding upon and enforceable by and between the parties hereto.

10.12 Headings. The headings in this Agreement are for purposes of convenience only

and will not limit or otherwise affect the terms or provisions hereof.

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the date first set forth above.

RAM:
RAM SOFTWARE SERVICES, INC.

CLIENT:
MCALESTER FIRE DEPARTMENT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

RAM Services

- A. General Services: RAM will provide comprehensive account receivable billing that will include management of accounts and records and the generation of reports in connection with Client's performance of its services.
- B. Hosted Software Application: RAM will provide Client with Two (2) concurrent user licenses to the AIM System's Web-Based Billing & Accounts Receivable Modules (Read Access Only). Client will also receive full access to use the Crew/Personnel Tracking, Fleet Operations, Accu-Log Security System and NEMESIS Gold ePCR Modules (includes Oklahoma State Export). In addition the program will include a File Attachment Module for the purpose of attaching scanned files to the records.
- C. Consultation Services: RAM will initially and thereafter once annually provide assistance and recommendations to Client upon request on matters pertaining to the retrieval of field information and operational policies employed to assure compliance with federal and state reimbursement laws, regulations and guidelines. On site assistance in excess of one (1) time per year will be charged to Client at RAM's usual and customary consulting rate.
- D. Compliance with Law: It is RAM's intent to comply with all federal and state standards regarding the billing of medical services and to prevent fraud and abuse and submission of false claims. Further, RAM is committed to enhancing compliance with law by Client. Accordingly, Client will comply with recommendations of RAM regarding the proper classification of various transports provided by Client and billing services rendered by RAM. In the event that the regulation or guidance is unclear as to proper billing in a given situation or if there is a disagreement between RAM and Client concerning the proper classification and billing of services, if a review process is available, Client will submit the issue to review by the applicable governmental payor or other third party payor within thirty (30) days of the unclear situation or disagreement and the parties will be bound by the decision of the payor. For non-governmental payors, if no such review process is available, RAM will follow Client's instructions, and Client will hold RAM harmless from any loss or liability arising from following Client's instructions on such disputed items. With respect to governmental payors, if Client fails to submit the issue for review, or if Client fails to abide by the decision of the payor, RAM may terminate this Agreement in accordance with Section 5. Further, RAM will refuse to bill for services inappropriately or insufficiently documented or in the event of evidence of other misconduct, including but not limited to, evidence of overpayments and failure to repay. In the event evidence of any such misconduct continues, RAM may terminate this Agreement as above provided.
- E. A minimum monthly charge of \$500 will apply if no trip sheets are mailed each week regardless of whether the service is used during the month. Payment for each monthly invoice is due when received by the Client and is considered delinquent 30 days following invoicing. RAM reserves the right to not process transactions for the Client if an invoice is delinquent and remains unpaid.
- F. Account Management: All accounts will be processed in accordance with the processing standards as established by RAM, and as identified in Paragraph E below. As and when

applicable, RAM will comply with and to submit bills on behalf of Client in accordance with the requirements of and standards for Electronic Transactions set forth at 45 C.F.R. Part 162. RAM will be granted the right to compromise accounts and enter into installment arrangements to settle accounts.

- G. Processing Standards: RAM will manage all accounts in accordance with the following standards:
- (1) Pre-Verification of Trip Reports: Review all submitted trip reports for accuracy and completeness. Review all submitted trip reports for appropriate payment categorization and payment eligibility.
 - (2) Data Entry: Enter all patient and trip information into computerized database.
 - (3) Billing: Perform computerized billing and when available electronic submission of all Medicare, Medicaid, Blue Cross, Commercial, Contracted and Private pay accounts.
 - (4) Dunning: Perform three (3) computerized dunning of all open accounts. A monthly report illustrating accounts requiring collection action will be forwarded to a collection agency.
 - (5) Utilization Review: Review and resubmit all rejected Medicare, Medicaid, and other insurance claims, when appropriate.
- H. Posting and Deposits: All payments received from client on accounts will be immediately posted within three (3) working days. The entire amount received will be deposited, in accordance with this Agreement into a depository account maintained by Client. RAM will make information about, and proof of, posting to appropriate patient accounts, and deposits, available to Client.
- I. Records Management: All records will be considered the sole property of Client. RAM, however, will retain the right to maintain such records, i.e., trip reports, PCS, invoices, correspondence and payment records, for as long as the account remains open and active.
- Accounts that are closed due to payment, exhaustion of internal process or collections placement will be returned to Client, on a regular basis.
- J. Reports: RAM will render monthly reports, in written form, that will consist of Aged Accounts Receivable, Cash Receipts, Trip Log by Date Range, Incomplete Bill Report, and Splits Reports, when applicable, by no later than the 10th business day of the following month provided that RAM has received all necessary Trip Reports and payments for the month from the Client. Additional reports are requested by client will be subject to additional agreed upon charges.
- K. Service Complaints: RAM will notify Client immediately, in writing, of any service complaints and will suspend the processing and collection of any account on which a service complaint is received, until such time that Client reviews the complaint and renders a decision on how the account should be handled. In the event that Client does not render a decision within thirty (30) days, the account will be closed and returned to Client.
- L. Protection Of Health Information.

- (6) If, and to the extent, and so long as required by law and not otherwise, RAM does hereby assure Client that RAM will appropriately safeguard Protected Health Information, as such term is defined in 45 C.F.R. 164.500, 164.502 ("PHI") made available to or obtained by RAM under the terms of this Agreement. In implementation of such assurance and without limiting the obligations of RAM otherwise set forth in this Agreement or imposed by applicable law, RAM hereby agrees to comply with applicable requirements of law relating to PHI and with respect to any task or other activity RAM performs on behalf of Client, to the extent Client would be required to comply with such requirements.
- (7) To amplify and not limit the foregoing, RAM agrees that RAM will:
- Not use or further disclose protected health information other than as permitted or required by this Agreement,
 - Not use or further disclose the information in a manner that would violate the requirements of applicable law, if done by Client;
 - Use appropriate safeguards to prevent use or disclosure of such information other than as provided for by this Agreement ,
 - Report to Client any use or disclosure of such information not provided for by this Agreement of which RAM becomes aware;
 - Report to Client any disclosure of information for which an accounting must be made to an individual pursuant to applicable law;
 - Ensure that any subcontractors or agents to whom RAM provides PHI received from Client agree to the same restrictions and conditions that apply to RAM with respect to such information;
 - Make available PHI in accordance with applicable law;
 - Make RAM's internal practices, books, and records relating to the use and disclosure of PHI received from Client available to the Secretary of Health and Human Services for purposes of determining Client's compliance with applicable law in all events notifying Client of any such request or inquiry;
 - At termination of this Agreement, if feasible, return or destroy all PHI received from Client that RAM still maintains in any form and retain no copies of such information or if such return or destruction is not feasible, extend the protections of this Agreement to the information not returned or destroyed; and
 - Incorporate any amendments or corrections to PHI when notified pursuant to applicable law.

M. Security:

- (1) RAM acknowledges that Client has or may in the future undertake certain administrative, physical, and technical measures, and adopt policies and practices in support thereof

(hereinafter "Security Measures") that are intended to protect the integrity and confidentiality of PHI used or disclosed by Client. If, and to the extent, and as long as such Security Measures are required by law or regulation, following notice of the adoption and implementation of such Security Measures by Client, RAM agrees that RAM will implement comparable Security Measures and consistently apply such Security Measures in any use or redisclosure of PHI. Further, RAM will require subsequent Business Associates (as such term is defined in 45 C.F.R. 164.504(e)) of RAM's if any, to seek assurances from such Business Associates of the use and efficacy of the Security Measures.

- (2) Further, the parties understand that this Agreement may require amendment from time to time, if, and to the extent required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations promulgated thereunder, in order to assure that this Agreement is consistent therewith. The parties agree to use best efforts to negotiate in good faith within forty five (45) days of determining that an amendment is necessary to agree upon changes to the Agreement so that it will be in compliance with law and also to avoid a commercially unreasonable outcome for one party. If the parties are unable to agree upon such changes, then either party may terminate this Agreement upon thirty (30) days written notice to the other and this Agreement will terminate on the same grounds as if it had reached the end of its final term.

N. In accordance with the provisions of Section 5 of this Agreement, Client may, as its sole remedy and at its option, terminate this Agreement without penalty or recourse if RAM has breaches a material term of Paragraphs J or K of this Exhibit A if and when and to the extent that the compliance with Paragraphs J or K hereof are required by law.

O. **Notwithstanding anything in this Agreement or any understanding of the parties to the contrary, RAM will not be responsible for the following:**

- (1) Negotiating any checks made payable to Client, though RAM may receive funds as an agent of Client for transmittal to Client or for deposit on account of Client;
- (2) Accepting reassignment of any benefits payable to Client;
- (3) Providing legal advice or legal services to Client, any of Client's patients or payors, or anyone acting on Client's behalf;
- (4) Providing collection agency services or filing or pursuing legal actions for payments due to Client, although RAM may forward collection accounts to a collection agent of Client's choosing at Client's expense;
- (5) Monitoring the actuarial soundness of Client's membership or subscription program; or
- (6) Invoicing for Client's non-ambulance medical transportation services, including but not limited to wheelchair van, invalid coach services, litter vans and stretcher cars, unless specific arrangements are made otherwise.

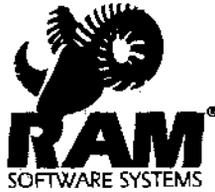


EXHIBIT B

Client Responsibilities

- A. Pre-Verification: Client will be responsible to audit and verify all field paper work for numbers, accuracy and legibility, prior to submission to RAM. Client solely is responsible for the validity of billing information and data submitted to RAM. Client will comply with reasonable recommendations of RAM, if any, to improve the accuracy, reliability, timeliness and validity of the documentation.
- B. Members: Client will be responsible to identify on all trip reports individuals who are subscribers or members of Client's organization or granted the same status (i.e. mutual aid). Client will also file with RAM information relative to the benefits and collection policies inherent to Client's membership program.
- C. Customary Fee Schedule: Client will provide RAM the most current customary fee schedule utilized by Client and will give at least fifteen (15) days advance written notice of any changes thereto. Client's fees will be determined solely by Client.
- D. Contracted Accounts: Client will file with RAM a list of all charges, billing and invoicing information pertaining to any contracted accounts of Client and will notify RAM, in writing, of any changes thereto immediately.
- E. Trip Reports: Providing RAM exclusively with complete trip reports on a regular and timely basis as scheduled by RAM, including the following information:
- (1) Patient's name, address and telephone number;
 - (2) Billing authorization signature in accordance with Medicare guidelines;
 - (3) Physician Certification Statement or other physician order where required by law for non emergency trips;
 - (4) A description of treatment provided;
 - (5) Information whether patient is a member/subscriber to Client's membership or subscription program;
 - (6) All necessary and available insurance information;
 - (7) Reason for patient transport (including medical necessity);
 - (8) Call Intake Sheet;
 - (9) Information regarding points of origin and destination;
 - (10) Actual odometer readings and number of total loaded miles; and

- (11) Other information, as may be reasonably required by RAM including responsible party information.
- F. Billing Policies: Supply RAM with Client policies for billing and any agreements or subscription/membership program materials which may impact on RAM's billing for Client's services.
- G. Service License: Supply to RAM a current copy of its ambulance service license, certification or permit to do business, 501(c)(3) designation, state sales tax exemption certificate;
- H. Payments: Report to RAM all payments made directly to Client for ambulance services rendered by Client.
- I. Provide Information: Obtain all information reasonably required by RAM to justify the services being reported and/or billed by RAM on Client's behalf.
- J. Documentation delivery process:
- Client will mail weekly (on Monday) **copies** of the trip sheets with PCR and face sheets for Sunday-Saturday trips via UPS 2nd day (at client's expense) excluding MVA, MVA are to be faxed on same and or next day.
 - Deposits: A copy of the deposit slip and checks copies comprising said deposit, along with any Explanation of Benefits (EOB) are to be sent 2nd day UPS.
 - Standard reports and Client invoice (for billing services) will be e-mailed monthly in a PDF format.

ORTIVUS

	FIRST YEAR	ANNUAL COST
INITIAL SOFTWARE FEE	\$28,840.20	ONLY ATSTART UP
YEARLY SUPPORT	INCLUDED IN FIRST YEAR	\$2,022.00
PART TIME / FULL TIME EMPLOYEE	\$18,520.32	\$18,520.32
MOBILE DATA COLLECTION DEVICES	\$3,860.89 X 3 = \$11,582.67	\$0.00
PURCHASE OF AIR CARDS	\$240.00	ONLY ATSTART UP
MONTHLY SERVICE FEE FOR AIR CARDS	\$300.00 PER MONTH	\$3,600.00
TRAINING	\$1,200.00	\$0.00
CONTINUING EDUCATION	\$0.00	\$1,500.00
BILLING SUPPLIES	\$3,000.00	\$3,000.00
TOTAL	\$63683.19 + 30% FOR CLAIMS THAT GO TO COLLECTIONS	\$28642.32 + 30% FOR CLAIMS THAT GO TO COLLECTIONS

PRICE QUOTE

Customer No. **OK048**
 Ortivus
 2324 Sweet Pkwy Rd - PO Box 276
 Decorah, IA 52101-0276



Proposal Expiration: **August 12, 2009**
 Sales Rep: **Michele Duwe**
 Customer Name: **McAlester Fire Department**
 Contact (Name / Title): **Carol Janisch**
 Physical Address: **28 E Washington**
 City, State Zip: **McAlester, OK 74501**

Billing Address: **PO Box 578**
 City, State, Zip: **McAlester, OK 74502**
 Phone #: **(918) 423-9300**
 Fax #: **(918) 423-6910**
 e-mail address: **carol.janisch@cityofmcalester.com**

Sale Type: Full system Configuration
 Users: **3**
 Companies: **1**
 Directories: **1** Modules
 Number of Modules: **1**
 Upgrade /buy New software: **New**

Products Ordered	Price	Billing / Payment Instructions
1001 New Sweet Billing Software (modules & education listed below included in price above) Module(s): 1004 Medicare Electronic Claims	\$ 10,110.00	Purchase Order or 50% down payment due before software is shipped. Balance due net 30 days. <hr/> Comments: Actual travel expenses will be billed at the conclusion of onsite education. Current Online Billing User. <hr/> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Sales Tax Exempt? If Yes: <input checked="" type="checkbox"/> Certificate on File <input type="checkbox"/> Certificate attached
Software Education (see details in the training addendum): Other: 1010 Additional Day of Training \$1200/day Quantity: 2 \$2,400.00		<input type="checkbox"/> License Term: Ortivus License Agreement <input type="checkbox"/> Designated Sites:
Support (applied to software only): 1011 One Full Year Support	\$2,022.00	Federal Tax ID #:
Sub-Total:	\$ 14,532.00	Additional Terms and Conditions:
State/County/Local Sales Tax:	\$0.00	* Ortivus collects sales tax in the states of AL, AR, AZ, CA, CT, FL, GA, IA, ID, IL, IN, KS, KY, MA, MD, MI, MN, MO, NC, NJ, OH, PA, SC, SD, TN, TX, VA, VT, WA and WI. For all other states, unless customer is state sales tax exempt, customer is responsible for paying any applicable use tax directly to the state. Please provide a sales tax exempt certificate if exempt.
Shipping and Handling	\$25.00	* Payment terms are as agreed in the Ortivus Software License and Service Agreement unless otherwise indicated on this Sales Order Form. All Programs and Services are provided under and governed by the terms and conditions of the Software License and Service Agreement. Sales orders not signed and returned to Sweet either by fax or mail, by the expiration date are null and void. You agree to all terms and conditions by your signature below.
GRAND TOTAL	\$ 14,557.00	* Customer must have a current version of PCAnywhere installed and functioning on the workstation and server where the Ortivus software is to be installed. * This sales order will not be honored if modified in any way by the customer.

Upon authorized signatures below, this Quote becomes a Sales Order.

Customer Authorized Signature _____ Date _____

Ortivus Authorized Signature _____ Date _____

PRICE QUOTE

Customer No. **OK048**
 Proposal Date: July 13, 2009
 Proposal Expiration: **August 12, 2009**
 Sales Rep: Michele Duwe
 Customer Name: McAlester Fire Department
 Contact (Name / Title): Carol Janisch
 Physical Address: 28 E Washington
 City, State Zip: McAlester, OK 74501
 E-mail address: carol.janisch@cityofmcalester.com



Billing Address: PO Box 578
 City, State, Zip: McAlester, OK 74502
 Phone # (918) 423-9300
 Fax # (918) 423-6910

Item #	Product	Qty	Extended Price	Billing / Payment Instructions
4002	Fusion ePCR Base	1	\$ 1,030.00	50% of total due with order; balance due Net 30 days. Travel related expenses are billed at conclusion of on-site training.
4001	Fusion ePCR Client (LAN)	1	\$ 1,545.00	
4000	Fusion ePCR Client (Disconnected)	4	\$ 6,180.00	
4006	Fusion ePCR Run Sheet	1	\$ 309.00	
4011	Fusion ePCR Support	1	\$ 2,719.20	Comments: - Support price quoted covers through 7/13/2010 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Sales Tax Exempt? If Yes: <input checked="" type="checkbox"/> Certificate on File <input type="checkbox"/> Certificate attached License Term: Ortivirus License Agreement Designated Sites:
4010	Fusion ePCR Training - Per Day on-site	2	\$ 2,500.00	
	Portable remote deployments	4		Federal Tax ID #: Additional Terms and Conditions: * Ortivirus collects sales tax in the states of AL, AR, AZ, CA, CT, FL, GA, IA, ID, IL, IN, KS, KY, MA, MD, MI, MN, MO, NC, NJ, OH, PA, SC, SD, TN, TX, VA, VT, WA and WI. For all other states, unless customer is state sales tax exempt, customer is responsible for paying any applicable use tax directly to the state. Please provide a state sales tax exempt certificate if exempt. * Payment terms are as agreed in the Ortivirus Software License and Service Agreement unless otherwise indicated on this Sales Order Form. All Programs and Services are provided under and governed by the terms and conditions of the Software License and Service Agreement. Sales orders not signed and returned to Ortivirus either by fax or mail, by the expiration date are null and void. You agree to all terms and conditions by your signature below. * Customer must have a current version of PC Anywhere installed and functioning on the workstation and server where the Ortivirus software is to be installed. * This sales order will not be honored if modified in any way by the customer.
	Fixed remote deployments	1		
	Subtotal:		\$ 14,283.20	
	State/County/Local Sales Tax:		\$0.00	
	Shipping and Handling		\$0.00	
	GRAND TOTAL		\$ 14,283.20	

Upon authorized signatures below, this Quote becomes a Sales Order

Customer Authorized Signature _____ Date _____

Ortivirus Authorized Signature _____ Date _____



McAlester City Council

AGENDA REPORT

Meeting Date: 07/28/09 Item Number: 7
Department: Fire Department
Prepared By: Harold Stewart Account Code: _____
Date Prepared: 07/17/09 Budgeted Amount: _____
Exhibits: 1

Subject

Consider, and act upon the purchase of one (1) 2010 Ford F-350 Chassis Cab 4X4 truck.

Recommendation

Motion to approve the purchase of one (1) Ford F-350 4X4 for \$22,944.00 from Bob Hurley Ford (State Contract) in Oklahoma City.

Discussion

The Fire Department received a \$22,000.00 (reimbursement) grant from the Department of Agriculture in 2008 to purchase a one (1) ton 4X4 cab and chassis to be used as a grass/brush truck for the department. The funds will be reimbursed to the City of McAlester for this vehicle based upon a properly submitted invoice. The Fire Department will submit monthly reports describing the status of the Project including a listing of expenditures and activities for the previous month. The Fire Department will submit a comprehensive final written report of the Project detailing the work performed the results and accomplishments obtained, and a financial report detailing all expenses actually incurred. All records concerning this Project will be maintained three years after submission of final report.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	HRS	07/17/09
City Manager	MBR	07/20/09



Government Sales

405-239-2700

toll free 877-239-2707

fax 405-239-2705

E-mail: copcars@bobhurleyford.com

Fax Cover Sheet

Date: 7-13-09

To: HAROLD

From: FRANK

No. of Pages (incl. Cover) 1

2010 Ford F350 Chassis Cab 4X4
Dual Rear Wheels
165" Wheelbase/84" C/A
Red Clearcoat
Vinyl Bench
XL Trim
Air Condition
AM/FM Stereo
6.8L V10 Engine
5 Spd. Automatic
4.10 Limited Slip Axle
LT245/75R17E All Terrain Tires
Spare Tire Wheel
13,000 GVWR

Total \$22,944.00



McAlester City Council

AGENDA REPORT

Meeting Date: 07/28/09 Item Number: 8
Department: Fire Department
Prepared By: Harold Stewart Account Code: _____
Date Prepared: 07/17/09 Budgeted Amount: _____
Exhibits: 1

Subject

Consider, and act upon the purchase of a custom aluminum flat bed, skid unit, and equipment needed to outfit a 2010 one (1) ton 4X4 grass/brush truck.

Recommendation

Motion to approve the purchase of a custom aluminum flat bed, skid unit and the optional equipment needed to outfit this apparatus for use. The total cost including equipment is \$52,447.00.

Discussion

Our department has been without this type of fire apparatus since 2000. About 85 percent of our fire district is made up of grass and wood lands. Total cost of complete apparatus with customer supplied chassis minus the optional equipment is \$42,329.00. Total cost of apparatus fully equipped with options 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 18, 19, 20, 21, 23, 24, 25, 26, 27, 29, 30 is \$52,447.00.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>HRS</u>	<u>07/17/09</u>
City Manager	<u>MBR</u>	<u>07/20/09</u>

JULY 17, 2009

McALESTER FIRE DEPT.
PO BOX 578
McALESTER, OK. 74502

BRUSH/GRASS UNIT

CUSTOMER SUPPLIED CHASSIS:

McALESTER FIRE DEPT. WILL PROVIDE A 2010 FORD F-350 4X4 1-TON CHASSIS, REGULAR CAB WITH A GVWR OF 10,000#, 6.8L 3-VALVE EFI TRITON V-10 GAS ENGINE, 5 SPEED AUTOMATIC TRANSMISSION, 60" CAB TO AXLE 141" WHEEL BASE AND SINGLE REAR WHEELS.

CHASSIS LIFT KIT:

A RANCHO 4" SUSPENSION LIFT KIT WILL BE PROVIDED AND INSTALLED ON CHASSIS. LIFT KIT WILL HANDLE UP TO A 35" TIRE. KIT WILL INCLUDE FORGED PITMAN ARM WITH COMPLETE BOLT ON INSTALLATION. COMPETITION STYLE RADIUS ARM DESIGN. ONE PIECE CAST REAR BLOCKS AND A FULL RANCHO SHOCK KIT.

BODY:

AN ALUMINUM FLAT BED BODY WILL BE PROVIDED AND INSTALLED ON CHASSIS APPROXIMATELY 96" WIDE X 110" LONG. THE BODY WILL REST ON 6" RUNNERS, AND MADE OF .125" HEAVY DUTY ALUMINUM WITH ALUMINUM EXTRUSIONS ACROSS THE BODY EVERY {6} INCHES WITH RIBBED WALKING SURFACE. AN ALUMINUM HEADACHE RACK WILL BE PROVIDED. THE HEADACHE RACK WILL BE OF THE SAME CONTOUR AS CAB WITH ALUMINUM EXPANDED METAL COVERING REAR WINDOW TO PROTECT FIREFIGHTER FROM REAR WINDOW. TWO (2) STAND-UPS WILL BE PROVIDED, ONE (1) AT EACH FRONT CORNER OF BODY. EACH STAND UP AREA WILL BE APPROXIMATELY 24" DEEP X 36" WIDE WITH AN ALUMINUM GATE APPROXIMATELY 48" TALL WITH A 24" OPENING PROVIDED ON EACH SIDE TO PROTECT ANYONE IN STAND-UP AREA. THE GATES WILL SWING INWARD WITH SHOCKS TO ASSIST IN CLOSING. APPROXIMATELY AN 18" PADDED SEAT WILL BE PROVIDED IN EACH STAND-UP AREA FACING FORWARD WITH A LAP TYPE SEAT BELT TO SECURE FIREFIGHTERS WHILE BEING SEATED. A ROLL BAR MADE OF 2"

HEAVY WALL ALUMINUM TUBING WILL BE PROVIDED BEHIND STAND-UP AREA AND EXTEND UP AND OVER ACROSS TANK AND ATTACHED TO HEADACHE RACK FOR STABILITY. ALUMINUM ROLL BAR WILL BE SAME HEIGHT AS HEADACHE RACK AND WILL PROVIDE PROTECTION WHILE FIREFIGHTER IS SEATED OR IN STANDING POSITION. A FRAME WILL ALSO EXTEND FORWARD FROM THE HEADACHE RACK ABOVE THE CAB, FOR THE LIGHTBAR. AN ANTENNA BRACKET WILL BE PROVIDED PER DEPARTMENT SPECIFICATIONS. TWO (2) ALUMINUM COMPARTMENTS WILL BE PROVIDED (1) ONE ON EACH SIDE OF BODY. EACH COMPARTMENT WILL BE APPROXIMATELY 18" HIGH X 18" DEEP X 48" LONG WITH FOLD DOWN DOORS AND LOCKING LATCHES AND ONE (1) ADJUSTABLE SHELF IN EACH COMPARTMENT. COMPARTMENTS WILL BE MOUNTED BEHIND STAND-UP AREA WITH LED LIGHTS PROVIDED IN EACH COMPARTMENT FOR NIGHT TIME OPERATIONS. COMPARTMENTS WILL BE CONSTRUCTED OF .125" ALUMINUM. A REAR COMPARTMENT WILL BE PROVIDED UNDER BODY BETWEEN FRAME RAILS. THIS COMPARTMENT WILL MEASURE APPROXIMATELY 5" TALL X 30" WIDE X 110" DEEP FOR ALL LONG AND LOOSE EQUIPMENT LIKE HARD SUCTION, PIKE POLES, ECT. IN ADDITION, TWO (2) MUD FLAPS, ONE ON EACH SIDE WILL BE PROVIDED BEHIND REAR WHEELS WITH SUPPORTS TO KEEP MUD FLAPS AWAY FROM EXHAUST. A FLUSH MOUNT FUEL FILL AND A FUEL ONLY TAG WILL BE PROVIDED. TWO (2) TOW EYES WILL BE PROVIDED OUT THE REAR OF BODY. **BODY WILL HAVE A 10 YEAR WARRANTY.**

300 GALLON POLY TANK:

A 300 GALLON POLYPROPYLENE TANK WITH LIFETIME WARRANTY WILL BE PROVIDED AND MEASURE NO MORE THEN 30" FROM TOP OF TANK TO TOP OF BODY. THE TANK WILL BE CONSTRUCTED OF 1/2" THICK POLYPROPYLENE SHEET STOCK. THE MATERIAL SHALL BE A NON-CORROSIVE STRESS RELIEVED THERMO-PLASTIC, AND U.V. STABILIZED FOR MAXIMUM PROTECTION. THE TRANSVERSE SWASH PARTITIONS SHALL BE MANUFACTURED OF 3/8" POLYPROPYLENE, AND EXTEND FROM APPROXIMATELY 4" OFF THE FLOOR TO JUST UNDER THE COVER. THE LONGITUDINAL SWASH PARTITIONS SHALL BE CONSTRUCTED OF 3/8" POLYPROPYLENE AND EXTEND FROM FLOOR OF THE TANK THROUGH THE COVER TO ALLOW FOR POSITIVE WELDING AND MAXIMUM INTEGRITY. ALL PARTITIONS SHALL BE EQUIPED WITH VENT AND AIR HOLES TO PERMIT MOVEMENT OF AIR AND WATER BETWEEN COMPARTMENTS. THE PARTITIONS SHALL BE DESIGNED TO PROVIDE MAXIMUM WATER FLOW. ALL SWASH PARTITIONS INTERLOCK WITH ONE ANOTHER AND ARE WELDED TO EACH OTHER AS WELL AS TO THE WALLS OF THE TANK. THERE SHALL BE ONE (1) SUMP STANDARD PER TANK. THE TANK SHALL HAVE A COMBINATION VENT AND MANUAL FILL TOWER AND SIGHT GAUGE. THE FILL TOWER SHALL BE CONSTRUCTED OF 1/8" THICK POLYPROPYLENE AND SHALL BE A MINIMUM DIMENSION OF 8" X 12" OUTER PERIMETER AND PROVIDED ON FRONT PASSENGER CORNER. THE

WILL BE SELF-CONTAINED. ALL STAINLESS STEEL PLUMBING WILL HAVE A TEN (10) YEAR WARRANTY.

HOSE REELS:

TWO (2) ALUMINUM HANNAY SUPER BOOSTER "F" SERIES HOSE REELS MODEL F30-23-24 WILL BE PROVIDED. THE HOSE REELS SHALL HAVE ELECTRIC REWIND THAT IS CONTROLLED BY A SOLENOID WITH A PUSH BUTTON NEAR EACH HOSE REEL THAT IT CONTROLS. THE HOSE REELS SHALL HAVE A SINGLE ROLLER AND SPOOL ASSEMBLY. EACH REEL SHALL HAVE 150' OF 1" 800 PSI BOOSTER HOSE. IN ADDITION, THE ENTIRE HOSE REEL ASSEMBLY WILL BE MOUNTED ON TOP OF EACH COMPARTMENT PER DEPARTMENT SPECIFICATIONS.

BLIZZARD WIZARD FOAM SYSTEM:

A BLIZZARD WIZARD CLASS {A} FOAM SYSTEM WILL BE INSTALLED. THE SYSTEM WILL BE INSTALLED SO THAT FOAM MAY BE USED AT ANY DISCHARGE. FOAM SYSTEM SHALL BE INSTALLED IN SUCH A MANNER THAT THE SYSTEM, DISCHARGES, AND HOSES CAN BE FLUSHED WITHOUT FOAM ENTERING THE WATER TANK FROM FOAM SYSTEM. A CHECK VALVE WILL BE PROVIDED TO KEEP FOAM OUT OF WATER TANK. IN ADDITION, ALL CONTROLS WILL BE LOCATED ON REAR MOUNTED PUMP PANEL. A 12-VOLT PUMP WILL BE PROVIDED IN THE SYSTEM TO INDUCE FOAM TO PUMP PANEL. A 10 GALLON INTEGRATED FOAM TANK WILL BE PROVIDED FOR FOAM SYSTEM.

WARNING LIGHTS & EQUIPMENT:

A TOMAR SCORPION 49" LED LOW PROFILE LIGHT BAR WILL BE PROVIDED AND INSTALLED ON HEADACHE RACK OUT OVER THE CAB OF CHASSIS. LIGHTBAR WILL HAVE ALL RED LIGHTS FRONT & BACK WITH ALLEY LIGHTS AND TAKE DOWNS TO THE FRONT. ALL DOT LIGHTING WILL BE LED WITH EXCEPTION OF REVERSE LIGHTS BEING INCANDESCENT. THERE SHALL BE TWO (2) REAR COMBINATION BRAKE/TAIL AND TURN LIGHTS. ALL CLEARANCE LIGHTS, AND REFLECTORS WILL BE PROVIDED AND TAG LIGHT. A THREE (3) LIGHT CLUSTER RECESSED AT THE REAR AND CENTER OF THE BODY WILL BE PROVIDED. EIGHT (8) TOMAR LOWER LED EMERGENCY FLASHING LIGHTS WILL BE PROVIDED AS FOLLOWS. TWO (2) RED LED FLASHING LIGHTS WILL BE INSTALLED ON FRONT OF CHASSIS. ONE (1) RED LED FLASHING LIGHT WILL BE PROVIDED ON EACH SIDE OF THE CHASSIS, ONE (1) RED LED FLASHING LIGHT WILL BE PROVIDED ON EACH SIDE OF THE BODY. ONE (1) RED LED FLASHING LIGHT WILL BE PROVIDED ON EACH SIDE LOWER REAR OF BODY. A WIGWAG FLASHER WILL BE PROVIDED FOR HEAD LIGHTS TO ALTERNATE BETWEEN THE TWO. A FEDERAL ES-100WATT SPEAKER AND BRACKET WILL BE MOUNTED

IN THE FRONT GRILLE. A FEDERAL MODEL PA-640 SIREN AND SWITCH CONTROL WILL BE PROVIDED IN JOTTO CONSOLE. ALL ELECTRICAL EQUIPMENT INSTALLED BY THE APPARATUS BUILDER SHALL BE CONTROLLED BY A MASTER SWITCH LOCATED ON THE FLOOR OF THE DRIVERS SIDE OF THE CAB. ALL WIRING SHALL HAVE HIGH TEMPERATURE INSULATION. THE WIRING INSTALLED BY THE BUILDER SHALL BE RUN IN LOOM THROUGHOUT THE SYSTEM. THERE SHALL BE GROUND LIGHTS MOUNTED UNDER THE TRUCK IN A MANNER THAT ILLUMINATES ALL WALKWAY AREAS FOR SAFE OPERATION AND LIGHTS IN COMPARTMENTS FOR FIREFIGHTER SAFETY. TWO (2) LED WORK LIGHTS WILL BE PROVIDED ON THE REAR OF COMPARTMENTS FOR NIGHT TIME OPERATIONS AND A BACK-UP ALARM TO SOUND WHEN APPARATUS IS PUT INTO REVERSE TO WARN BYSTANDERS.

JOTTO:

A JOTTO CONSOLE WILL BE PROVIDED INSIDE CAB AND MOUNTED TO DASH. JOTTO CONSOLE WILL HOUSE THE RADIO, SIREN CONTROLLER. THE CONSOLE SHALL BE MOUNTED TO THE LOWER PART OF THE DASH AND ALSO PROVIDE EASY ACCESS TO CONTROLS FROM THE DRIVER AND PASSENGER SIDE OF THE VEHICLE.

NOTE: FIRE DEPT WILL PROVIDE RADIO AND ANTENNA TO BE INSTALLED IN JOTTO PER DEPARTMENT SPECIFICATIONS.

LETTERING AND STRIPPING:

THE LETTERING SHALL BE SCOTCHLITE PER DEPARTMENT SPECIFICATIONS ON DOORS AND FENDERS. A 4" SCOTCHLITE REFLECTIVE STRIPE SHALL BE APPLIED ON EACH SIDE OF BODY AND CHASSIS PER DEPARTMENT SPECIFICATIONS.

FRONT BUMPER REPLACEMENT:

A BLACK HEAVY DUTY BUMPER REPLACEMENT WITH GRILL/BRUSH GUARD WILL BE PROVIDED WITH WINCH MOUNTING. BUMPER IS CRAFTED FROM HEAVY DUTY 4" SCHEDULE 40 STEEL PIPE.

WINCH:

A 12-VOLT WARN TABOR 12000# WINCH WILL BE PROVIDED IN FRONT BUMPER REPLACEMENT WITH ROLLER FAIRLEAD. WINCH SPOOL HAS 90' OF 3/8" WIRE ROPE EQUIPPED WITH A LARGE HOOK AND CLASP AND A HANDHELD REMOTE CONTROL.

MISC:

A HEAVY DUTY WINCHING ACCESSORY KIT WILL BE PROVIDED MODEL 29460 FOR ALL RESCUE SITUATIONS.

STAINLESS STEEL WHEEL SIMULATORS WILL BE PROVIDED ON FRONT AND REAR OUTSIDE DUAL'S TO PROTECT VALVE STEMS.

TOTAL OF COMPLETE APPARATUS WITH CUSTOMER SUPPLIED CHSSIS.....\$42,329.00

OPTIONS:

1. A US-45S SIGTRONICS INTERCOM SYSTEM WILL BE PROVIDED AND INSTALLED TO DEPARTMENT SPECIFICATIONS. TWO (2) MODEL SE-8 HEAD SETS WILL BE PROVIDED. IF ADAPTER IS NEEDED FOR RADIO IT WILL BE PROVIDED. BOTH HEAD SETS WILL HAVE INTERCOM CAPABILITY AND ALSO BE CONNECTED TO RADIO FOR PUSH TO TALK CAPABILITY. **IF YOU CHOOSE THIS OPTION ADD \$1307.00 TO TOTAL AMOUNT.**

2. STAINLESS STEEL NERF BARS WILL BE PROVIDED ON CHASSIS FOR EASE OF ENTRANCE AND EXITING THE CHASSIS. **IF YOU CHOOSE THIS OPTION ADD \$275.00 TO TOTAL AMOUNT.**

3. A TRIPLE TREE SPANNER & HYDRANT WRENCH SET WILL BE PROVIDED AND MOUNTING TO BE DETERMINED AT PRE BUILD MEETING. **IF YOU CHOOSE THIS OPTION ADD \$98.00 TO TOTAL AMOUNT.**

4. A MC-4 LIGHTED TANK LEVEL GAUGE WILL BE PROVIDED ON PUMP PANEL AND A MINI LIGHTED TANK LEVEL GAUGE WILL BE PROVIDED INSIDE CAB SO DRIVER HAS VISIBILITY OF LIFE LINE OF WATER. **IF YOU CHOOSE THIS OPTION ADD \$424.00 TO TOTAL AMOUNT.**

5. A DRIP TORCH AND BRACKET WILL BE PROVIDED FOR FIRE DEPARTMENT PERSONAL TO DO BACK BURNS IN WILDLAND SITUATIONS. **IF YOU CHOOSE THIS OPTION ADD \$295.00 TO TOTAL AMOUNT.**

6. TWO JOINTS OF 2½" HARD SUCTION WILL BE PROVIDED AND PLACED IN REAR COMPARTMENT UNDER BODY. **IF YOU CHOOSE THIS OPTION ADD \$396.00 TO TOTAL AMOUNT.**

7. A 2½" BARREL STRAINER WILL BE PROVIDED FOR HARD SUCTION. **IF YOU CHOOSE THIS OPTION ADD \$88.00 TO TOTAL AMOUNT.**

8. A FEDERAL RUMBLER INTERSECTION CLEARING SYSTEM WILL BE PROVIDED BEHIND FRONT BUMPER AND GRILLE GUARD. THE RUMBLER HAS VIBRATING TONES IN CONJUNCTION WITH EMERGENCY WORKING SOUND. **IF YOU CHOOSE THE OPTION ADD \$679.00 TO TOTAL AMOUNT.**

9. ONE (1) 2½" NST DOUBLE FEMALE ALUMINUM ADAPTOR WILL BE PROVIDED. IF YOU CHOOSE THIS ITEM ADD \$25.00 TO TOTAL AMOUNT.
10. ONE (1) 2½" NST DOUBLE MALE ALUMINUM ADAPTOR WILL BE PROVIDED. IF YOU CHOOSE THIS ITEM ADD \$25.00 TO TOTAL AMOUNT.
11. ONE (1) 2½" NST X 1½" NST ALUMINUM REDUCERS WILL BE PROVIDED. IF YOU CHOOSE THIS OPTION ADD \$38.00 TO TOTAL AMOUNT.
12. A 6' PIKE POLE WITH FIBERGLASS HANDLE WILL BE PROVIDED IN REAR COMPARTMENT WITH PIKE POLE TUBE BRACKET. IF YOU CHOOSE THIS OPTION ADD \$62.00 TO TOTAL AMOUNT.
13. A 1½" DISCHARGE WILL BE PROVIDED OFF MANIFOLD AND PLUMBED TO FRONT BUMPER FOR AN ELKHART SIDEWINDER MONITOR. MONITOR WILL BE PROVIDED ON FRONT BUMPER AND CONTROLLED FROM INSIDE THE CAB. A 5000-04/15 GPM NOZZLE WILL BE PROVIDED. IF YOU CHOOSE THIS LINE ADD \$5683.00 TO TOTAL AMOUNT.
14. A 10LB ABC FIRE EXTINGUISHER WITH BRACKET WILL BE PROVIDED AND MOUNTING TO BE DETERMINED AT PREBUILD MEETING. IF YOU CHOOSE THIS OPTION ADD \$120.00 TO TOTAL AMOUNT.
15. A PICK HEAD AXE WITH BRACKET WILL BE PROVIDED AND PLACEMENT TO BE DETERMINED AT PREBUILD MEETING. IF YOU CHOOSE THIS OPTION ADD \$90.00 TO TOTAL AMOUNT.
16. A FLAT HEAD AXE WITH BRACKET WILL BE PROVIDED AND MOUNTING TO BE DETERMINED AT PREBUILD MEETING. IF YOU CHOOSE THIS OPTION ADD \$90.00 TO TOTAL AMOUNT.
17. A 30" HOOLIGAN TOOL WITH BRACKET WILL BE PROVIDED AND MOUNTING TO BE DETERMINED AT PREBUILD MEETING. IF YOU CHOOSE THIS OPTION ADD \$190.00 TO TOTAL AMOUNT.
18. A SQUARE EDGE SHOVEL WILL BE PROVIDED. IF YOU CHOOSE THIS OPTION ADD \$38.00 TO TOTAL AMOUNT.
19. A ROUND POINTED SHOVEL WILL BE PROVIDED. IF YOU CHOOSE THIS OPTION ADD \$38.00 TO TOTAL AMOUNT.
20. A GRASS FLAPPER WILL BE PROVIDED. IF YOU CHOOSE THIS OPTION ADD \$48.00 TO TOTAL AMOUNT.
21. A 36" PAIR OF BOLT CUTTERS WILL BE PROVIDED. IF YOU CHOOSE THIS OPTION ADD \$75.00 TO TOTAL AMOUNT.

22. A RADIO RAY ROOF MOUNTED SPOT LIGHT MADE BY GO-LIGHT WILL BE PROVIDED. SPOT LIGHT WILL HAVE A PERMANENT BASE. A 15' CORD WILL BE PROVIDED AND WIRED IN. A PROGRAMMABLE WIRELESS REMOTE WILL BE PROVIDED SO LIGHT CAN BE USED IN AND OUT OF APPARATUS. **IF YOU CHOOSE THIS OPTION ADD \$295.00 TO TOTAL AMOUNT.**

23. TWO (2) FIVE POINT BREAK AWAY HIGH VISIBILITY VEST WILL BE PROVIDED. **IF YOU CHOOSE THIS OPTION ADD \$66.00 TO TOTAL AMOUNT.**

24. A KUSSMAUL AUTO CHARGE WILL BE PROVIDED WITH A CONTROL BOX AND BAR GRAPH DISPLAY. AN EXTERNAL WEATHER PROOF PLUG WILL BE PROVIDED SO FIRE DEPARTMENT WILL PLUG OR UNPLUG BEFORE ENTERING OR AFTER EXITING CHASSIS. KUSSMAUL AUTOCHARGE WILL BE WIRED INTO CHASSIS BATTERY AND SKID BATTERY TO TRICKLE CHARGE WHEN APPARATUS IS NOT IN USE. **IF YOU CHOOSE THIS OPTION ADD \$869.00 TO TOTAL AMOUNT.**

25. TWO (2) 12-VOLT STREAMLIGHTS MODEL SL-20XP-LED HAND LIGHTS WILL BE PROVIDED IN CAB OF CHASSIS ON FLOOR BOARD FOR EASY ACCESS FROM DRIVER OR PASSENGER. **IF YOU CHOOSE THIS OPTION ADD \$195.00 TO TOTAL AMOUNT.**

26. A 5-GALLON WATER JUG WITH BRACKET WILL BE PROVIDED AND MOUNTING TO BE DETERMINED AT PREBUILD MEETING. **IF YOU CHOOSE THIS OPTION ADD \$100.00 TO TOTAL AMOUNT.**

27. TWO (2) HOT SHIELD WILDLAND MASK WITH FILTER AND STORAGE BAGS WILL BE PROVIDED. **IF YOU CHOOSE THIS OPTION ADD \$200.00 TO TOTAL AMOUNT.**

28. A FEDERAL OPTICOM EMITTER WILL BE PROVIDED AND MOUNTED ON HEADACHE RACK. A CONTROL BOX WILL BE PROVIDED AND MOUNTING TO BE DETERMINED AT PREBUILD MEETING. OPTICOM WILL ACTIVATE ANYTIME SIREN IS TURNED ON TO ACTIVATE STOP LIGHTS FOR EMERGENCY SITUATIONS. **IF YOU CHOOSE THIS OPTION ADD \$1325.00 TO TOTAL AMOUNT.**

29. A SF-40 1" CRESTAR NOZZLE WITH PISTOL GRIP AND BELL SHUTOFF WILL BE PROVIDED. NOZZLE HAS ADJUSTABLE GALLONAGE FROM 5, 10, 24, 40 GPM AND ABLE TO GO FROM STRAIGHT STREAM TO WIDE FOG, TO FLUSH WITHOUT SHUTTING DOWN. **IF YOU CHOOSE THIS OPTION ADD \$435.00 TO TOTAL AMOUNT PER NOZZLE.**

30. A SF-125 1½" CRESTAR NOZZLE WITH PISTOL GRIP AND BELL SHUTOFF WILL BE PROVIDED. NOZZLE HAS ADJUSTABLE GALLONAGE FROM 30, 60,

95, 125 GPM AND ABLE TO GO FROM STRAIGHT STREAM TO WIDE FOG, TO FLUSH WITHOUT SHUTTING DOWN. **IF YOU CHOOSE THIS OPTION ADD \$435.00 TO TOTAL AMOUNT PER NOZZLE.**

DELIVERY WILL BE 90 TO 180 DAYS AFTER RECEIPT OF CHASSIS.

IF YOU HAVE, ANY QUESTIONS PLEASE CALL 1-800-654-4060

**THANK YOU,
WE APPRECIATE YOUR BUSINESS.**

**MIKE HEILMAN
PRESIDENT
CHIEF FIRE & SAFETY CO., INC.**





McAlester City Council

AGENDA REPORT

Meeting Date: July 28, 2009 Item Number: 9
Department: Community Services
Prepared By: Mel Priddy Account Code: _____
Date Prepared: July 20, 2009 Budgeted Amount: _____
Exhibits: One

Subject

Consider, and act upon, accepting a State bid from Carter Chevrolet to purchase a 2009 Chevrolet Silverado 1 ton 2wd Crew Cab truck.

Recommendation

Motion to accept the State bid from Carter Chevrolet to purchase a 1 ton 2009 Chevrolet Silverado truck in the amount of \$25,632.

Discussion

This pick-up is to replace the one used by our Parks Department Gardner I employee. The pick-up we are replacing is a ¾ ton Dodge 1995 model with 107,000 miles.
Total purchase price for this pick-up is \$25,632.00.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>MP</u>	<u>07/20/09</u>
City Manager	<u>MBR</u>	<u>07/20/09</u>

Carter Chevrolet

214 W. Oklahoma Ave.
 Okarche, OK 73762
 405-263-7252 fax 405-263-7709

INV #

Employee

Name Jodi Fisher Contract Name State of Oklahoma
 Position Fleet Sales Contract # SW90035
 Department _____

Dates

First Contact _____
 Quote Issued 7/9/2009
 Accept/Reject _____

Product/Service Name	Quantity	Price	TOTAL
2009 Chevrolet Silverado 1 ton 2wd Crew Cab per state contract specifications base price includes 6L 8cyl gasoline engine, auto. Transmission, vinyl seating, split bench seat a/c, am/fm radio, cruise control	1		\$21,569.00
Requested options:			
#9 Bed Delete	1		(\$255.00)
#2 Single Rear Wheel	1		(\$110.00)
Utility Bed w/ top opening compartments includes receiver hitch & brake controller	1		\$4,428.00
			\$0.00
			\$0.00
			\$0.00

Customer

Quote Valid 30 Days

Vehicle Total \$25,632.00

Company City of McAlester Contact Glen
 Address _____
 City McAlester State OK
 ZIP _____
 Phone 918-424-5354 Fax # 918-423-0782

TOTAL \$25,632.00

Notes

Status

Established Customer New Customer Prospective Customer

Office Use Only

07/09/2009 10:00 FAX 405-263-4408

CCA/UEM

07/09/2009 10:00 FAX 405-263-4408



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>July 28, 2009</u>	Item Number:	<u>10</u>
Department:	<u>Police (E-911)</u>	Account Code:	<u>29-5324401</u>
Prepared By:	<u>Jim Lyles</u>	Budgeted Amount:	<u>\$130,000</u>
Date Prepared:	<u>July 14, 2009</u>	Exhibits:	<u>3</u>

Subject

Consider, and act upon, a Bid Award to Total Radio, Inc. for the purchase and installation of a Motorola MCC5500 Dispatch Console with three positions for the McAlester/ Pittsburg County E-911 Command Center.

Recommendation

Motion to approve a \$119,955.00 bid award to Total Radio, Inc. for the purchase and installation of a MCC5500 Dispatch Console and three positions.

Discussion

The FY 2009-2010 Budget for the City of McAlester, E-911, included the purchase of a Motorola MCC5500 base station with three positions for the McAlester /Pittsburg County E-911 Command Center. The estimated purchase cost was \$130,000. The E-911 Capitol Outlay included the \$130,000 in the budget.

On July 13, 2009 bids were opened at McAlester City Hall. One bid of \$119,955.00 was received from Total Radio, Inc. and reviewed by the 911 Coordinator.

It is recommended by the Chief of Police that the council award the Bid to Total Radio, Inc., in the amount of \$119,955.00. The bid from Total Radio, Inc. appeared to meet the minimum requirements of the specifications.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	<u>JL</u>	<u>07-14-2009</u>
City Manager	<u>MBR</u>	<u>07/20/09</u>

Darrell Miller

From: Lisa Sutterfield
To: Darrell Miller
Cc:
Subject: Total Radio bid
Attachments:

Sent: Mon 7/13/2009 10:20 AM

On June 26, 2009, the Police Department advertised for a Motorola MCC-5500 radio console system for the remodeled 911 dispatch center. Two bid packages were sent to vendors. One bid proposal was received and opened on July 13, 2009. It was reviewed by the Police Administration. The bid received was from Total Radio, Inc in Tulsa, Oklahoma with a bid of \$119,955.00. Total Radio, Inc bid met the minimum requirements of the specifications (see attached documents).

It is recommended to award the bid in the amount of \$119, 955.00 to Total Radio, Inc in Tulsa, Oklahoma.

Lisa Sutterfield
9-1-1 Coordinator
City of McAlester
McAlester, Oklahoma 74501
Office: 918-423-9300 ext 4928
Fax: 918-426-6225
Lisa.Sutterfield@cityofmcalester.com

MOTOROLA MCC-5500 BID OPENING
MONDAY JULY 13, 2009

Total Radio Bid Amount \$119,955.00

Muskogee Communications Bid Amount NO BID

BID PROPOSAL

City of McAlester
28 E Washington
McAlester, OK 74501

Gentlemen:

The undersigned, having familiarized (himself) (themselves) (itself) with the "Instructions to Bidders" and "Equipment Criteria", and the form of this "Bid Proposal", hereby proposes to furnish those items at the price indicated as follows:

<u>Item Bid No.</u>	<u>Item Description</u>	<u>Total to be Purchased</u>	<u>Lump Sum Price</u>
1	Motorola MCC500Radio Console	3 Consoles	\$ <u>119,995.00</u>

In submitting this Bid, the Bidder understands that the right is reserved by the City of McAlester to reject or accept any and/or all bids or any portion thereof.

Attached hereto and made a part hereof are completed City of McAlester Equipment Criteria forms and literature on all items bid by the Bidder. In submitting this bid, the bidder understands that the right is reserved by the City of McAlester to reject or accept any and/or all bids or any portion thereof.

Date: 7/10/09

(SEAL)

TOTAL RADIO, INC.
Name of Bidder
By: [Signature]
Title: PRESIDENT

ATTEST:

Secretary: [Signature]



McAlester City Council

AGENDA REPORT

Meeting Date:	<u>July 28, 2009</u>	Item Number:	<u>11</u>
Department:	<u>Public Works Development</u>	Account Code:	<u>N/A</u>
Prepared By:	<u>Peter Stasiak</u>	Budgeted Amount:	<u>N/A</u>
Date Prepared:	<u>July 20, 2009</u>	Exhibits:	<u>Proposal - SCS Engineers ODEQ Letter</u>

Subject

Consider and act upon an Engineering contract with SCS Engineers of Bedford, Texas for the evaluation of the existing landfill cells.

Recommendation

Motion to approve and act upon a consulting agreement with SCS Engineers for the evaluation of the existing landfill cells.

Discussion

The Oklahoma Department of Environmental Quality has calculated the life of cell #2 to be 1.04 years as of January 1, 2009. The City is faced with three (3) alternatives for the future of the landfill:

1. Closure of the landfill.
2. Moth balling of the landfill. (Opening to the public on Saturday only and contracting with another landfill for disposal).
3. Expansion of the landfill and construction of cell #3.

Approved By

		<i>Initial</i>	<i>Date</i>
Department Head	Peter Stasiak		July 14, 2009
City Manager		<u>MBR</u>	<u>07/20/09</u>

**AGREEMENT BETWEEN SCS ENGINEERS AND CLIENT
FOR PROFESSIONAL SERVICES**

This Agreement is made by and between the City of McAlester, Oklahoma (hereafter "Client"), and SCS Engineers (hereafter "SCS").

WITNESSETH

That for the considerations set forth below, the parties agree as follows:

1. **Scope of Services:** SCS shall provide professional services (hereafter "Services") for the project (hereafter Project") as set forth in the attached letter of July 6, 2009 in accordance with the terms and conditions of this Agreement.

2. **Basis of Compensation:** see attached letter of July 6, 2009

3. **Method of Invoicing:** see attached letter of July 6, 2009

4. **Professional Retainer:** not applicable

5. **Other Terms:**

6. **General Conditions:**

a. Payments for invoices prepared by SCS are due and payable upon receipt. Payments due SCS under this Agreement shall be subject to a service charge of one and one-half (1-1/2) percent per month for invoices not paid within thirty (30) days after the date of receipt of invoice.

b. Client agrees to pay all costs and expenses of SCS, including reasonable attorney fees, arising out of or in connection with collecting amounts for which Client is responsible pursuant to this Agreement

c. This Agreement may be terminated by either party upon 15 days' written notice to the other party. Upon termination, SCS shall be paid for all Services rendered to the date of termination together with any termination expenses incurred.

d. Any work in addition to that described in Article 1 above performed at the request of the Client shall be compensated on a time-and-materials basis at the rates contained in SCS' Standard Fee Schedule in effect at the time of performance of the Services. Unless expressly stated therein, the scope of work does not include testimony or responding to subpoenas or other legal orders requiring production of records or testimony. In the event SCS receives a subpoena or other legal order for the production of project records or testimony, SCS will be compensated by client at current Fee Schedule rates.

e. The parties hereto shall each maintain in full force and effect Commercial General Liability insurance with coverage limits which are reasonable in light of the Services to be undertaken, and Workers' Compensation Insurance as required by law.

f. Any drawings, specifications, reports, data and notes developed pursuant to this Agreement are instruments of service, and as such the original documents, tracings, and field notes are and remain the property of SCS.

g. Neither party shall delegate its duties under this Agreement without the written consent of the other party. Each party binds itself to the successors, administrators and assigns of the other party in respect of all covenants of this Agreement.

h. The parties agree that the total liability of SCS under this Agreement and for the Project shall be limited to Fifty Thousand Dollars (\$50,000) or the amount of SCS' total fees hereunder (whichever is greater), unless Client pays for the assumption of additional liability by SCS as a separate line item in Article 2 above.

i. Unless otherwise expressly stated in the Scope of Services, SCS shall have no responsibility for site health and safety, except with respect to the activities of SCS and its subcontractors. In no event shall SCS be responsible for the means, methods or manner of performance of any persons other than SCS and SCS' subcontractors.

j. Client agrees that SCS will not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the sole negligence of SCS or its subcontractors. The Client will either make others responsible for liabilities due to such conditions, or will indemnify, defend and save harmless SCS from such liabilities. At no time shall title to hazardous substances, solid wastes, petroleum contaminated soil or other regulated substances pass to SCS, nor shall any provision of this Agreement be interpreted to permit or obligate SCS to assume the status of a "generator," "owner," "operator," "transporter," "arranger" or "treatment, storage or disposal facility" under state or federal law. The provisions of this Article 6j shall survive any termination of this Agreement.

k. SCS shall be entitled to rely on information provided by Client. SCS shall be entitled to an equitable adjustment in the price and schedule if conditions differ materially from information provided by Client, or differ from what could reasonably be anticipated given the nature of the Services.

7. For the purposes of this Agreement, the term "SCS Engineers" shall mean Stearns, Conrad and Schmidt Consulting Engineers, Inc.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the last date written below.

SCS ENGINEERS:

BY: 

NAME: Kevin D. Yard, P.E., BCEE

TITLE: Vice President

DATE: 7/22/09

CLIENT:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

SCS ENGINEERS

Mr. Peter Stasiak
City Hall
28 W. Washington
McAlester, OK 74501-4441

July 20, 2009
Proposal No. 16054209

Subject: Proposed Scope of Engineering Services for the City of McAlester Landfill
Landfill Airspace Optimization, Phasing Change, and Related Cost-Saving Permit Revisions

Dear Pete:

In response to your request, SCS Engineers is pleased to provide you with the following scope of services to provide engineering services for the City of McAlester Landfill. We understand the budgetary situation facing the City and we are prepared to work with you in addressing the current challenges at the Landfill within the allotted budget for the current fiscal year. We have developed the attached detailed Project Approach to optimize the use of the Landfill for the foreseeable future. As detailed in our Project Approach, we have developed a multi-faceted strategy, which includes the following components:

- Operational improvements;
- Developing a plan to optimize the currently available landfill airspace;
- Revising the Oklahoma Department of Environmental Quality (ODEQ) permit to improve the phasing plan; and
- Updating the ODEQ permit to reduce the cost of constructing the next lined area at the landfill.

Completion of these tasks, as described in the attached scope, will result in a plan for optimizing the currently available landfill airspace and deferring the construction of the next lined cell for as long as feasible – possibly until the City's next fiscal year.

As previously discussed, our core business is landfill engineering. In five of the last six years, the *Engineering News Record* ranked SCS as the number one consulting firm in the United States providing solid waste services. Creating value and saving construction cost, while limiting our client's liabilities and protecting the environment are central to the culture at SCS Engineers. As such, we are well-qualified to provide you with the appropriate engineering and permitting expertise to meet the current challenges at the City's Landfill. More important than this is that we are prepared to commit the resources of SCS to assist the City of McAlester. We look forward to the opportunity of being of service to your City. Please advise of any questions or comments on our attached proposal.

Sincerely,



Kevin D. Yard, P.E., BCEE
Vice President
SCS ENGINEERS

Attachments: Scope of Services
Short Form Agreement with Fee Schedule



PROJECT APPROACH LANDFILL AIRSPACE OPTIMIZATION AND PERMITTING

BACKGROUND

The City of McAlester has operated a landfill under Permit 356102 which was issued by the Oklahoma Department of Health (predecessor to the Oklahoma Department of Environmental Quality, ODEQ) in 1986. The approved landfill design includes four primary phases: Phase I is underlain with a pre-Subtitle D liner, whereas Phase II is underlain by a composite Subtitle D liner and leachate collection system. Phases III and IV are not yet constructed.

The last liner construction project at the City's landfill was in 2002. Lining design and construction practices have continually evolved since composite liners were required in the 1990s. Implementing certain technological changes at the City's Landfill (as described herein) will result in significant savings on the City's next liner construction project. Our cost-saving suggestions are described in the following scope of services.

Given the limited remaining airspace at the landfill, plans need to be implemented in the very near future to avoid an emergency situation and related unplanned expenses during this fiscal year. To optimize the resources of the City, a plan needs to be developed and implemented as soon as possible. In our view, this plan needs to address various operational, engineering, permitting, and construction issues. SCS' Scope of Services has been developed to address all these issues in an organized, cost-effective manner.

SCOPE OF SERVICES

As indicated above, our scope of services will address operational, engineering, and permitting issues. Completion of these following tasks will result in a plan for optimizing the currently available landfill airspace and deferring the construction of the next lined cell for as long as possible – possibly until the City's next fiscal year. Also, as discussed, our plan for optimizing landfill airspace includes changing the landfill phasing plan, which will require a permit modification from the ODEQ.

Implementing certain changes in the landfill design will result in significant savings in constructing liners at the Landfill. To position the City for these savings, and to minimize the City's permitting costs, as described herein, we are proposing to include the proposed changes in the liner and leachate collection system in the same permit modification that addresses the phasing change. Therefore, while we are working to defer the construction of the next liner as long as feasible, we are also working to reduce the cost of constructing that liner and leachate collection system. Following is our detailed approach to accomplish these objectives for the City of McAlester:

Task 1: Operating Plan Improvements.

Enhancements in the general operation of the landfill will focus on increasing the airspace utilization and general landfill operations. To this end, SCS will conduct an initial four-hour training session for the landfill manager and others as City management deems appropriate. Topics covered will include the Site Operating Plan (from the ODEQ permit), working face management (including compaction and daily covering), special waste acceptance, ODEQ landfill regulations, drainage control, grade control, access roads, etc.

In addition, we will provide guidance and advice to the City regarding use of alternate daily covers (ADC). Based on our review of the permit documents provided by the City, it is our understanding that only tarps are approved as an ADC at the City's landfill. As such, we will focus on assisting the City in transitioning to the use of tarps. Benefits associated with the use of an ADC (including tarps) include the following:

- Improved airspace utilization;
- Decreased cover soil consumption;
- Improved planning associated with a systematic progression of the working face (unloading area); and
- Reduced size of the unloading area.

SCS' advice with regard to ADC will include providing contact information for reputable manufacturers of ADC.

Task 2: Airspace Optimization Plan: Aerial Mapping, Revisions to Base Grading and Final Grading Plans, and Volume Computations.

There are four Subtasks associated with this Task: aerial mapping, developing the final grading plan and top of liner plan to be used in the airspace analysis, calculating the landfill volumes, and preparing a report summarizing the recommendations for airspace utilization.

Subtasks 2-1 - Aerial Mapping. Based on our 7/1/09 meeting with the City, SCS issued an RFP to mapping companies for topographic mapping of the landfill property. Based on responses to this RFP, SCS will subcontract Metropolitan Aerial Services to develop an up-to-date topographic map of the landfill. This map will be at a one inch = 100 feet scale with one-foot contours. The aerial map will not only serve the purpose of calculating the landfill volumes (currently available airspace and total permitted airspace), but will also be very useful in planning for on-site roads, drainage improvements, as well as serving as the base map for the construction plans for the next cell.

Subtask 2-2 - Developing the Final Grading Plan to be used in the Airspace Analysis. In preparing this proposal, SCS reviewed various permit documents provided by the City, including the following:

- A 26-drawing Sanitary Landfill Master Plan, which includes a Completion Map (Sheet 23) showing a maximum final contour elevation of 786 feet MSL.

- A Permit Modification issued by the ODEQ on June 29, 2004 approving a final closure elevation of 750 feet MSL.

Based on our preliminary review of available permit documents, it appears that the currently approved final grades may not be economically achievable. Using these documents and others, as appropriate, SCS will develop a final grading plan that represents economically achievable contours that are consistent with the most recent approvals of the ODEQ.

Subtask 2-3 - Developing Revised Base Grading Plan and Top of Liner Plan to be Used in the Airspace Analysis, in the Permit Modification (Task 3) and in the Cell Construction Plans (Task 4). Our review of the current base grading plan (Sheet 22 of the Sanitary Landfill Master Plan) indicates a need for revision (1) to be compatible with the revised phasing plan (see Task 3) and (2) to enhance the value and reduce the cost of future cell construction. This base grading plan will need to demonstrate compliance with the ODEQ rule (252:515-11-3) which requires a minimum five-foot vertical separation between the highest groundwater elevation and the waste fill. In our discussions with the ODEQ on 7/2/09, the ODEQ advised that the groundwater contour map (i.e., as shown on Sheet 19 of the Master Plan) will need to be updated or verified prior to construction of the next landfill cell. Therefore, as a first step in the development of these plans, using groundwater data provided by the City, SCS will develop a groundwater contour map representing the highest observed groundwater elevations. Then, using the cross-sections in the Master Plan, the 2009 site topographic map, and this groundwater contour map, SCS will develop a base grading plan for the remainder of the landfill (Areas 3 and 4).

Subtasks 2-4 - Calculating Landfill Capacity. Using the 2009 aerial topographic map (developed in Subtask 2-1), and the plans developed in Subtask 2-2, SCS will calculate the permitted airspace remaining above constructed liners in Areas 1 and 2. This calculation will include development of an isopach, which will depict contours representing remaining depth of waste to achieve final grades for constructed cells.

Further, using the final grading plan (developed in Subtask 2-2) and the top of liner plan (developed in Subtask 2-3), SCS will estimate the following landfill capacities:

- Constructed usable airspace above currently lined portions of the landfill in Areas 1 and 2);
- Unconstructed airspace above unlined portions of the landfill in Areas 3 and 4; and
- Remaining permitted capacity of the landfill.

Based on an average monthly waste acceptance rate for the last year (provided by the City) and an assumed effective waste density (probably in the range of 900 pounds per cubic yard, depending on input from the City), SCS will also calculate the remaining operating life of the constructed airspace and of the permitted landfill.

Subtasks 2-5 - Report Summarizing Airspace Analysis. The results of the information gathered during completion of Subtasks 2-1, 2-2, and 2-3 will be summarized in a letter report to the City. This will include the following:

- ◆ Maps and drawings:
 - The 2009 topographic map.
 - The 2009 aerial photograph of the site.
 - Drawings of the final grading plan and top of liner plan developed in Subtasks 2-2 and 2-3.
 - Isopach drawings showing the depth of fill remaining in Areas 1 and 2.
- ◆ Capacity and site life estimates:
 - Estimates of the usable airspace available within the delineated portions of Areas 1 and 2 in cubic yards.
 - Estimates of the unconstructed airspace above unlined portions of the landfill in Areas 3 and 4.
 - Estimates of the remaining fillable permitted capacity in cubic yards.
 - Using the airspace estimates, SCS will calculate the remaining life of the following:
 - The area with constructed airspace.
 - The area with constructed airspace PLUS a new two-acre cell adjacent to Area 2.
 - The entire permitted footprint of the landfill.
- ◆ Estimates of cover soil required for the following:
 - Daily and Interim (D&I) cover soils required assuming current practice and a 3:1 refuse/D&I cover ratio.
 - D&I cover required for the remaining fill areas in Areas 1 and 2.
 - D&I cover required for the remaining permitted capacity of the entire landfill.
 - Total interim and daily cover required.
 - D&I cover soils required assuming use of alternate daily cover (ADC) a 5:1 refuse/D&I cover ratio.
 - D&I cover required for the remaining fill areas in Areas 1 and 2.
 - D&I cover required for the remaining permitted capacity of the entire landfill.
 - Total D&I cover required.
 - Final cover required for the entire landfill.

- Total cover soil required for the landfill.
- Recommendations for continued operation of the landfill, including time available to construct next cell.
- This task includes a one-day meeting with the City to present the findings of this task and to discuss the associated recommendations. It is assumed that this meeting will be combined with the meeting associated with Task 1.

Task 3: Permitting: Developing a Permit Modification to Revise the Landfill Phasing Plan, the Base Grading Plan, the Leachate Management System for Areas 3 and 4, and the Liner Testing Plan

Subtask 3-1 – Revisions to the Phasing Plan. Based on our review of the currently permitted phasing plans, our site visit, and discussions with the City, we believe that it will be very advantageous to revise the phasing plans to allow developing the area adjacent to Area 2 as the next area to be used for landfilling. The advantages include optimization of the landfill airspace, reduced cover soil consumption, and improved surface water management.

Subtask 3-2 – Revisions to the Base Grading Plan. As discussed in Subtask 2-3, the changes to the base grading plans will require a more significant level of effort, including the demonstration of groundwater separation and planning for relocation of the on-site haul road. The base grade design will be consistent with standard industry practice (i.e., herringbone base grades with leachate collection pipes in the center with leachate flow distances compatible with a maximum allowable leachate head demonstration using the Hydraulic Evaluation of Landfill Performance (HELP) model).

Subtask 3-3 – Revisions to the Leachate Management System for Areas 3 and 4. SCS' review of the leachate management system design in the Master Plan indicates that notable construction cost savings can be achieved by revising (1) the composite liner system detail (Sheet 22) to allow use of a geocomposite drainage layer in place of the one-foot aggregate drainage layer and (2) the leachate management system details (Sheets 22, and 25) to replace the external manhole and related pump system with an in-cell, side-slope riser and dedicated submersible leachate pump. This will also eliminate the liner penetrations (consistent with ODEQ regulation 252:515-13-31(c)(3)) and related cost and liner certification complications.

Subtask 3-4 – Revisions to the Liner Testing Program. Our review of the liner testing program included in the permit documents and the construction specifications indicates that certain revisions will be necessary to update this testing program to be consistent with current standards in the industry. To avoid concerns with ODEQ review of the construction plans and unnecessary costs in constructing the next liner system, SCS recommends updating the liner testing section of the current permit documents to be consistent with (1) ODEQ's most recent guidelines and rules (i.e., 252:515-11-4) and (2) appropriate manufacturers' specifications.

Consistent with our discussions with the ODEQ, we propose to make these changes, which will entail the following:

- Meeting with the ODEQ in Oklahoma City to discuss the current plans and the proposed modification of the plans and the related permit documents.
- Revising the appropriate drawings and narrative sections of the permit documents.
- Preparing the permit documents for submittal to the ODEQ. Our scope is based on making revisions to the phasing plan, the base grading plan, and leachate management system as shown on Sheets 4, 19, 21, 22 and 25 of the 2003 Sanitary Landfill Master Plan, as well as the liner testing requirement.

Task 4: Allowance for On-Call Consulting Services.

This scope of services has been prepared based on the documents provided by the City, our tour of the landfill, and discussions with the ODEQ regarding proposed permit revisions. Based on our extensive experience in performing projects like those described above, we have developed the budgets for these tasks. However, to allow for unforeseen changes and related complexities, we recommend that the City include this Task 4 allowance budget. This budget will only be used with the City's prior authorization. Further, any charges to this task will be fully detailed in our invoice.

ADDITIONAL SERVICES

The preceding Scope of Services has been developed based on our understanding of the project. The following is a list of additional services (not included in our fee estimate) for the City's current and future consideration:

- Based on our discussions with the City, it is our understanding that current permit drawings will not be available in digital form. As such, we have assumed that the ODEQ will allow submittal of new drawings rather than revisions to current permit documents. The new drawings will supersede revised portions of the current permit drawings. In the unlikely event that the ODEQ does not accept this approach, the current permit drawings will need to be re-created in digital form. This would be an additional service.
- As with many state agencies, in our discussions with the ODEQ, the ODEQ did not specify the exact changes in permit documents that would need to be submitted in support of the proposed changes in the permit. Also, in our experience, the level of effort in responding to agency review comments can vary significantly. As such, we have not included an estimate for responding to ODEQ's comments, but rather suggest that, following communications with the ODEQ, we will advise the City of our approach and related budget for responding to ODEQ's comments (if any). In turn, SCS' effort in responding to such comments would be covered under the Task 4 budget and all related charges will be detailed in our invoices for the City's review and approval.
- Permitting Fees. No fees are included in our scope of services.

- Construction plans, specifications, and bid documents for construction of the next cell. SCS is well-versed in the preparation of these documents for bidding and for construction. However, as indicated above, the first priority will be to optimize the currently available landfill airspace and to defer construction of the next lined cell for as long as possible. At the completion of Task 2, we will be in a position to provide the City with a well-founded estimate of the remaining capacity of the constructed airspace currently available at the landfill. At that time, we would be pleased to provide the City with a proposal for developing the cell construction plans and a timeline for completion of the next cell.

PROJECT SCHEDULE

Based on our meeting, we understand that this project is an urgent matter and needs to be completed as soon as possible to avoid interrupting the operation of the landfill and the associated costs. In recognition of this situation, SCS is prepared initiate work immediately upon notice to proceed and continue on accelerated schedule.

FEE

SCS proposes to provide the services described above on a time and materials basis using the attached fee schedule for the fees noted in the following table:

TASK	DESCRIPTION	FEE
1	Operating Plan Improvements	\$1,900
2	Airspace Optimization Plan: Aerial Mapping, Revisions to Base Grading and Final Grading Plans, and Volume Computations	\$25,600
3	Permitting: Developing a Permit Modification to Revise the Landfill Phasing Plan, the Base Grading Plan and Leachate Management System for Areas 3 and 4, and the Liner Testing Plan	\$10,200
4	Allowance for On-Call Consulting Services	\$5,000
Total		\$42,700

This fee and proposed scope of services are based on information available to SCS at this time. If conditions change, unforeseen circumstances are encountered, or work efforts are redirected, the fee estimate may require modification. While the fees for individual tasks may vary, the projected total budget will not be exceeded without authorization from the City.

RECENT CLIENT REFERENCES

NAME / TITLE	CLIENT / ADDRESS	PHONE NO.	FAX NO.
Mr. Wiley Stem Assistant City Manager City of Waco	City of Waco P. O. Box 2570 Waco, TX. 76702	254 - 750-5645	254 -750- 5880
Mr. Kenneth Anthony Director, Solid Waste Services City of Waco	City of Waco 501 Schroeder Waco, TX 76710	254 -750-1601	254 - 299-2609
Mr. Steve Geiss Landfill Manager City of Laredo	City of Laredo P.O. Box 1965 Laredo, Texas 78044-1965	956-795-2510	956-796-1105
Mr. John Comeaux, P.E. Assistant City Manager City of Port Arthur	City of Port Arthur 444 Fourth Street Port Arthur, TX 77640	409-983-8182	409-983-8294
Mr. Bengy Williams Clean Community Manager City of Beaumont	City of Beaumont 4955 Lafin Road Beaumont, TX 77705	409-880-3795	409-842-1722
Mr. David Dugger Landfill Manager City of Denton	City of Denton 1527 S. Mayhill Road Denton, TX 76208	940-349-8001	940-349-8057
Mr. Lawrence Mikolajczyk Director - Sanitation City of Corpus Christi	City of Corpus Christi 2525 Hygeia St. Corpus Christi, TX 78415	361 - 826-1970	
Mr. Larry Murray Director of Environ. Services City of Corsicana	City of Corsicana 200 N. 12th Corsicana, TX 75110	903 - 654-4888	
Mr. Hector Chavez Director of Public Works City of Eagle Pass	City of Eagle Pass 500 Quarry Street, Suite 3 Eagle Pass, Texas 78852	830-773-1200	830-773-6450



McAlester City Council

AGENDA REPORT

Meeting Date: July 28, 2009
Department: City Manager
Prepared By: Mark B. Roath
Date Prepared: July 23, 2009

Item Number: 12
Account Code: _____
Budgeted Amount: _____
Exhibits: One

Subject

Consider, and act upon, authorizing the Mayor to sign a contract with McAlester Main Street Association, Inc., for a maximum amount of \$30,000.

Recommendation

Motion to approve a contract with McAlester Main Street Association, Inc., for a maximum amount of \$30,000.

Discussion

The City Council appropriated \$30,000 in this year's budget for the McAlester Main Street Association, Inc. The proposed contract is to set forth the scope of services, etc., which MMSA will provide for the money appropriated by the Council.

Approved By

	<i>Initial</i>	<i>Date</i>
Department Head	_____	_____
City Manager	<u>MBR</u>	<u>07/23/09</u>

CONTRACT

This Contract is made between the City of McAlester, a municipal corporation ("City") and McAlester Main Street Association,, Inc., a non-profit corporation ("MMSA"). In this Contract, either the City or MMSA may also be referred to individually as a "Party" or jointly as the "Parties."

WITNESSETH:

WHEREAS, the City of McAlester having been selected as an Oklahoma Main Street Community and desiring to promote and assist McAlester Main Street Association, Inc. in attaining the goals and objectives of such program which are intended to accomplish the economic and commercial development and revitalization of the geographic commercial district, as designated in its plan, hereinafter referred to as the "District", resulting in increased retail sales tax revenues, among other benefits, and to better inform business owners, entrepreneurs, developers and government officials; and

WHEREAS, MMSA possesses the knowledge, skills and ability to assist the City in achieving these goals and objectives.

NOW, THEREFORE, in consideration of the mutual promises, obligations, representations, and assurances in this Contract, the Parties agree to the following:

1. SCOPE OF SERVICES

- A. MMSA will engage in those activities on behalf of the City in order to achieve the economic and commercial development and revitalization of the "District" and, to promote the general welfare of the community and its citizens.
- B. MMSA will provide technical assistance on behalf of the City to promote and accomplish its announced purpose, goals and objectives to the benefit of the City.
- C. The City and MMSA will jointly establish a set of measurable goals and objectives to provide accountability and assess the effectiveness of MMSA's efforts. Goals shall be as specific as possible. They shall not include service on boards or commissions.
- D. In furtherance of the agreed-upon goals and objectives, MMSA shall provide an action plan to the City within 60 days after the effective date of this Contract and update periodically as appropriate.
- E. MMSA will provide written reports to the City as requested that shall include the current measurements against the goals and objectives. Said reports shall be presented to city manager.
- F. The City will independently monitor MMSA's progress against its goals and objectives and may request written reports from the City's Audit and Finance Advisory Committee. MMSA will provide its full cooperation in the preparation of such reports and will attend Audit and Finance Advisory Committee meetings upon the City's request.
- G. MMSA will provide to the City a written annual performance report on activities within thirty days following the end of the City's fiscal year.

2. PAYMENT FOR SERVICES

- A. In support of MMSA 's normal cost of operations, the City will pay to MMSA a maximum amount of \$30,000.00 during the term of this Contract in monthly or quarterly payments as the Parties deem most appropriate to assist MMSA in accomplishing its goals.
- B. MMSA shall provide appropriate documentation to the City in support of a written request for payment. Requests for payment may be submitted at any time but are limited to no more than one request per calendar month.
- C. The City shall process requests for payments through its normal payment procedures.

3. EFFECTIVE DATE AND TERMINATION

- A. The effective date of this Contract shall be July 1, 2009, and unless otherwise terminated or cancelled as provided below, it shall end on June 30, 2010, at which date this Contract expires without any further act or notice of either Party being required. The Parties are under no obligation to renew or extend this Contract.
- B. The City or MMSA may terminate and/or cancel this Contract, or any part thereof, at any time during its term upon thirty days notice, for any reason without incurring obligation or penalty of any kind. The effective date of notice for termination or cancellation shall be the date of council or MMSA board action providing for said termination or cancellation.
- C. The City's sole obligation in the event of termination is for payment for services rendered by MMSA before the effective date of termination and shall be based on a proportionate share of the total amount provided in this contract, earned to date of termination, as determined by the City.
- D. Notices given under this contract shall be in writing and shall either be personally delivered or sent by first class U.S. mail postage prepaid.

If notice is sent to MMSA, it shall be addressed to MMSAS then known address.

If notice is sent to the City, it shall be addressed to:
City Clerk
City of McAlester
City Hall
First and Washington
McAlester, OK 74501

- E. Any modifications, amendments, recessions, waivers or releases to this Contract must be in writing and agreed to by both Parties.

4. ASSURANCES AND WARRANTIES

- A. MMSA warrants that all services performed hereunder will be performed in a manner

that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.

- B. MMSA shall be solely responsible for all costs and expenses incident to the performance of all services for the City.
- C. MMSA shall solely control, direct and supervise all MMSA employees with respect to all obligations under this Contract. MMSA will be solely responsible for the conduct and supervision of any of its employees. Nothing in this Contract is intended to establish an employer-employee relationship between the City and either MMSA or any MMSA employee. All MMSA employees assigned to provide services under this Contract by MMSA shall, in all cases, be deemed employees of MMSA and not employees, agents or subcontractors of the City.

MMSA shall indemnify and hold the City harmless for all claims against the City by any MMSA employee, arising out of any contract for hire or employer-employee relationship between MMSA and any MMSA employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind. Further, MMSA indemnifies City against any claim or action arising from any negligent act committed by MMSA or its employees.

- D. Nothing in this Contract is intended to authorize MMSA to obligate the City regarding any commitment to a third party, including but not necessarily limited to, cash or non-cash incentives and the sale, lease or donation of real or personal property, without the prior specific consent of the city council as evidenced by a recorded majority vote in open session.

5. INDEMNIFICATION

- A. MMSA shall indemnify and hold the City harmless from any and all Claims which are asserted against the City by any person or entity, alleged to have been caused or found to arise, from the acts, performances, errors, or omissions of MMSA or its employees.
- B. MMSA shall have no rights against the City for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by the City except as expressly provided herein.
- C. MMSA waives and releases all actions, liabilities, loss and damage including any subrogated rights it may have against the City based upon any claim brought against the City suffered by a MMSA employee.

6. GENERAL TERMS AND CONDITIONS

- A. Access and Records. MMSA will maintain accurate books and records in connection with the services provided under this Contract for 36 months after the end of this Contract, and provide the City with reasonable access to such books and records.
- B. Captions. The section and subsection numbers, captions, and any index to such sections and subsections contained in the Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this contract. Any use of the singular or plural

number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this contract shall be deemed the appropriate plurality, gender or possession as the context requires.

- C. City Right to Suspend Services. Upon written notice, the City may suspend performance of this Contract if MMSA has failed to comply with Federal, State, or Local laws, or any requirements contained in this Contract. The right to suspend services is in addition to the City's right to terminate and/or cancel this Contract. The City shall incur no penalty, expense, or liability to MMSA if the city suspends services under this Section.
- D. Compliance with Laws. MMSA shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.
- E. Conflict of Interest. To avoid any real or perceived conflict of interest, MMSA shall refrain from hiring any person who is presently employed by the City, or relatives of any person who are presently employed by the City. Further, no such persons shall serve in any position or office of MMSA.
- F. Entire Contract. This Contract represents the entire Contract and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.
- G. Force Majeure. Notwithstanding any other term or provision of this Contract, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonable accommodate or mitigate the effects of any law, order, regulation, direction, action, or request of the United States government or of any other government, national emergencies, insurrections, riots, wars strikes, lockouts, work stoppages, or other labor difficulties. Reasonable notice shall be given to the affected Party of any such event.
- H. No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term, condition, or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.
- I. No Third Party Beneficiaries. Except as provided for the benefit of the Parties, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be surrogated to the Parties' rights in this Contract, and/or any other right, in favor of any other person or entity.
- J. Reservation of Rights. This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the City.
- K. Severability. If a court of competent jurisdiction finds a term, condition, or provision of this contract to be illegal or invalid, then the term, condition, or provision shall be

deemed severed from this contract. All other terms, conditions, and provisions of this contract shall remain in full force and effect. Notwithstanding the above, if MMSA's promise to indemnify or hold the City harmless is found illegal or invalid, MMSA shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any claims against the City.

L. Survival of Terms and Conditions. The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:

- a. "ASSURANCES AND WARRANTIES"
- b. "INDEMNIFICATION";
 - i. "SEVERABILITY; AND
 - ii. "SURVIVAL OF TERMS AND CONDITIONS"

Executed and adopted upon motion duly made, seconded and passed this _____ day of _____, 2009, for the City of McAlester.

CITY OF MCALESTER, OKLAHOMA
A Municipal Corporation

By _____
Kevin E. Priddle

ATTEST:

Cora Middleton, City Clerk

APPROVED AS TO FORM AND LEGALITY:

William J. Ervin, City Attorney

Executed and adopted upon motion duly made, seconded and passed this _____ day of _____, 2009, for the McAlester Main Street Association, Inc.

McAlester Main Street Association, Inc.

By 
Karl Scifres

ATTEST

Secretary

Council Chambers
Municipal Building
July 14, 2009

The McAlester Airport Authority met in a Regular session on Tuesday, July 14, 2009, at 6:00 P.M. after proper notice and agenda was posted July 8, 2009.

Present: Chris Fiedler, Donnie Condit, John Browne, Haven Wilkinson, Buddy Garvin, Sam Mason, William J. Ervin & Kevin E. Priddle
Absent: None
Presiding: Kevin E. Priddle, Chairman

A motion was made by Mr. Browne seconded by Mr. Garvin to approve the following:

- **Approval of Minutes from the June 23, 2009, Regular Meeting of the McAlester Airport Authority.** *(Cora Middleton, City Clerk)*
- **Confirm action taken on City Council Agenda Item H regarding Claims for June 24, 2009 through June 30, 2009.** *(Sherry Alessi, Assistant Chief Financial Officer)* In the amount of \$1,565.76.
- **Confirm action taken on City Council Agenda Item I regarding Claims for June 24, 2009 through June 30, 2009.** *(Sherry Alessi, Assistant Chief Financial Officer)*
- **Confirm action taken on City Council Agenda Item K regarding the Claims for the period of July 1, 2009 through July 14, 2009.** *(Sherry Alessi, Assistant Chief Financial Officer)* In the amount of \$3,795.00.

There was no discussion, and the vote was taken as follows:

AYE: Trustees Condit, Browne, Wilkinson, Garvin, Mason, Fiedler & Chairman Priddle
NAY: None

Chairman Priddle declared the motion carried.

There being no further business to come before the Authority, Mr. Browne moved for the meeting to be adjourned, seconded by Mr. Garvin. The vote was taken as follows:

AYE: Trustees Condit, Browne, Wilkinson, Garvin, Mason, Fiedler & Chairman Priddle
NAY: None

Chairman Priddle declared the motion carried.

Kevin Priddle, Chairman

ATTEST:

Karen Boatright, Deputy Secretary

Council Chambers
Municipal Building
July 14, 2009

The McAlester Public Works Authority met in a Regular session on Tuesday, July 14, 2009, at 6:00 P.M. after proper notice and agenda was posted July 8, 2009.

Present: Chris Fiedler, Donnie Condit, John Browne, Haven Wilkinson Buddy
Garvin, Sam Mason, William J. Ervin. Jr. & Kevin E. Priddle
Absent: None
Presiding: Kevin E. Priddle, Chairman

A motion was made by Mr. Mason and seconded by Mr. Wilkinson to approve the following:

- **Approval of Minutes from the June 23, 2009, Regular Meeting of the McAlester Public Works Authority.** *(Cora Middleton, City Clerk)*
- **Confirm action taken on City Council Agenda Item H regarding Claims for June 24, 2009 through June 30, 2009.** *(Sherry Alessi, Assistant Chief Financial Officer)* In the amount of \$73,546.88.
- **Confirm action taken on City Council Agenda Item I regarding Claims for June 24, 2009 through June 30, 2009.** *(Sherry Alessi, Assistant Chief Financial Officer)* In the amount of \$6,489.32.
- **Confirm action taken on City Council Agenda Item J regarding Claims for July 1, 2009 through July 14, 2009.** *(Sherry Alessi, Assistant Chief Financial Officer)* In the amount of \$10,095.35.
- **Confirm action taken on City Council Agenda Item K regarding the Claims for the period of July 1, 2009 through July 14, 2009.** *(Sherry Alessi, Assistant Chief Financial Officer)* In the amount of \$5,851.87.
- **Confirm action taken on City Council Agenda Item 9 regarding an agreement with Mr. Roger Dalgren to obtain utility easement in Townsite Addition No. 4 for the 14th Street and Village Blvd. Utility Extension Project.** *(David Medley, Utilities Director)*
- **Confirm action taken on City Council Agenda Item 10 regarding an agreement with Mr. Sam Scott, Owner of Walnut Grove Living Center, to obtain utility easements in Townsite Addition No.4 for the 14th Street and Village Blvd. Utility Extension Project.** *(David Medley, Utilities Director)*
- **Confirm action taken on City Council Agenda Item 11 regarding a Work Order for Melburger Brawley Corporation for engineering, surveying,**

inspection, and easement preparation required for the construction of the South US 69 Bypass Sewer Extension project. *(David Medley, Utilities Director)*

There was no discussion, and the vote was taken as follows:

AYE: Trustees Browne, Wilkinson, Garvin, Mason, Fiedler, Condit & Chairman Priddle
NAY: None

Chairman Priddle declared the motion carried.

There being no further business to come before the Authority, Mr. Mason moved for the meeting to be adjourned, seconded by Mr. Wilkinson. The vote was taken as follows:

AYE: Trustees Browne, Wilkinson, Garvin, Mason, Fiedler, Condit & Chairman Priddle
NAY: None

Chairman Priddle declared the motion carried.

ATTEST:

Kevin Priddle, Chairman

Karen Boatright, Deputy Secretary

Council Chambers
Municipal Building
June 23, 2009

The McAlester Retirement Trust Authority met in Regular session on Tuesday, June 23, 2009, at 6:00 P.M. after proper notice and agenda was posted June 18, 2009.

Present: Chris Fiedler, John Browne, Haven Wilkinson, Buddy Garvin, Sam Mason, William J. Ervin, Jr. & Kevin E. Priddle
Absent: Donnie Condit
Presiding: Kevin E. Priddle, Chairman

A motion was made by Mr. Wilkinson seconded by Mr. Fiedler to approve the following:

- **Approval of Minutes from the June 9, 2009, Regular Meeting of the McAlester Retirement Trust Authority.** *(Cora Middleton, City Clerk)*
- **Approval of Retirement Benefit Payments for the period of July, 2009.** *(Sherry Alessi, Assistant Chief Financial Officer)* In the amount of \$44,583.36.
- **Confirm action taken on City Council Agenda Item 2 an Ordinance adopting the budget of the City of McAlester, Oklahoma for the fiscal year 2009/2010; providing for a severability clause; and declaring an emergency.** *(Mark B. Roath, City Manager)*
- **Confirm action taken on City Council Agenda Item 5 authorizing the Mayor to sign a Renewal Letter with United Healthcare, in the amount of \$1,540,332, for the period of July 1, 2009 to June 30, 2010.** *(Mark B. Roath, City Manager)*

There was no discussion, and the vote was taken as follows:

AYE: Trustees Fiedler, Browne, Wilkinson, Garvin, Mason & Chairman Priddle

NAY: None

Chairman Priddle declared the motion carried.

There being no further business to come before the Authority, Mr. Browne moved for the meeting to be adjourned, seconded by Mr. Garvin. The vote was taken as follows:

AYE: Trustees Fiedler, Browne, Wilkinson, Garvin, Mason & Chairman Priddle

NAY: None

Chairman Priddle declared the motion carried.

ATTEST:

Kevin E. Priddle, Chairman

Cora Middleton, Secretary