

AGREEMENT FOR PSYCHIATRIC CALL COVERAGE SERVICES

THIS AGREEMENT, made and entered into this 2nd day of February, 2012, by and between Via Christi Hospitals Wichita, Inc., a Kansas not-for-profit corporation (“Hospital” or “VCHW”), and Sedgwick County, Kansas (“County” or “COMCARE”).

W I T N E S S E T H: That;

WHEREAS, Hospital owns and operates acute care hospitals and a psychiatric hospital in Wichita, Kansas, and

WHEREAS, in order to ensure the availability of practitioners to provide weekday call services at Hospital locations for mental illness evaluations and treatment, VCHW desires to engage the services of COMCARE psychiatrist(s); and

WHEREAS, COMCARE has agreed to provide psychiatric call coverage services to Hospital under the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Qualifications of Physicians. COMCARE hereby represents and warrants to Hospital that its employed physicians are duly licensed to practice psychiatric medicine in the State of Kansas. COMCARE further represents and warrants that its employed physicians are not now, and never have been, excluded from participation in Medicare, Medicaid, or any other federal health care program. As a condition to providing services hereunder, physicians shall remain duly licensed to practice medicine in the State of Kansas, and shall be members of the Active Medical Staff of Hospital with privileges appropriate to permit the performance of the duties described in paragraph 2 below. COMCARE agrees that 1) Physicians with whom it contracts will personally maintain medical malpractice insurance in amounts reasonably required by Hospital and shall provide proof of such insurance upon Hospital’s request for Physicians designated for call coverage; and 2) that COMCARE will maintain, on its Physician employees, medical malpractice insurance in amounts reasonably required by Hospital and shall provide proof of such insurance upon Hospital’s request for Physicians designated for call coverage.

2. Agreement to Provide Call Coverage. COMCARE, through its employed physicians, hereby agrees to provide call as follows:

a. COMCARE physicians shall provide psychiatric call coverage for open COMCARE patients to Hospital 24 hours for every weekday through the year, including legal or County holidays. COMCARE physicians shall agree on their call schedule amongst themselves and in cooperation with Hospital Medical Director of Psychiatric Services or his designee. Call

will be on a per day, not per case basis. Call is from 7:00 a.m. to 7:00 a.m. No “back up” call will be assigned. Call will be coordinated with EMTALA call at Hospital as much as reasonably practicable.

b. COMCARE, through its employed physicians, will handle all emergency situations arising while on call in a timely manner as appropriate to the nature of the problem/injury to ensure optimal care of the patient.

c. COMCARE physicians responding to this call coverage arrangement agree to complete psychiatric CME adequate to remain proficient and knowledgeable regarding proper evaluation and medical treatment of psychiatric patients.

3. Call Coverage Compensation. Hospital agrees to pay COMCARE compensation for call coverage under the terms of this Agreement at the rate of \$400.00 per weekday (Monday – Friday), including holidays, per 24 hour period. COMCARE will invoice Hospital for services rendered each quarter and Hospital agrees to pay within 15 days of invoice.

Invoices shall be sent to:

Susan Bumsted
Via Christi Hospitals Wichita
8901 E. Orme
Wichita, KS 67207

Payments shall be sent to:

Marilyn Cook, Executive Director
COMCARE of Sedgwick County
635 N. Main
Wichita, Kansas 67203

4. Professional Fees. ° COMCARE physicians may bill, collect, and retain any and all professional fees billable to patients or third party payors for professional fees earned while providing call coverage services. Hospital shall not be responsible for the billing or collecting of any such professional fees.

5. Status of Physicians. The parties acknowledge that COMCARE physicians are employed by or are under contract with COMCARE and such physicians shall not be eligible for any employee benefits programs of Hospital and physicians shall not have any claim under this Agreement or otherwise against Hospital for vacation pay, sick leave, retirement benefits, social security, workers compensation, disability or unemployment insurance benefits, or any other employee benefits of any kind. Except as hereinafter provided and to the extent the practice and professional conduct of Hospitals

medical staff members are regulated by Hospital, physicians shall not be under the direction or supervision of Hospital in the performance of on call duties. Upon reasonable request, physicians shall be available to attend necessary medical staff meetings, participate in mutually agreed upon committee meetings relevant to psychiatric call, provide assistance in reviews by JCAHO, and provide input to Hospital as to psychiatric call within the scope of this Agreement without additional charge to Hospital.

6. Professional Conduct of COMCARE Physicians. The conduct of COMCARE physicians at the Hospitals shall be governed by the policies, rules and regulations established by Hospital and the Medical Staff Bylaws. Any COMCARE physician shall immediately be removed from psychiatric call service under this Agreement if physician (1) is convicted of or pleads no contest to a felony or a crime involving moral turpitude, (2) has a guardian or trustee of his/her person or estate appointed by a court of competent jurisdiction, (3) becomes disabled so as to be unable to perform the duties required by this Agreement, (4) fails to maintain professional liability insurance required by this Agreement, (5) has his/her license and/or privileges required to perform the services contemplated by this Agreement either suspended, revoked or otherwise limited, (6) is excluded from participation in Medicare, Medicaid, or any other federal health care program, (7) engages in conduct which demonstrates physician's refusal or inability to work with and/or relate to patients, other medical staff members, members of other health disciplines, Hospital administration and employees in a cooperative, professional manner that is essential for maintaining an environment appropriate to quality and efficient patient care, if such conduct is not corrected by physician within ten (10) days after written notice describing such conduct is given to Doctor, or (8) fails to comply with any of the terms and conditions of this Agreement after being given notice of that failure and a reasonable opportunity to cure.

7. Term. The term of this Agreement shall be one (1) year commencing January 1, 2012 and ending December 31, 2012, unless earlier terminated as set forth herein.

8. Termination. This Agreement may be terminated in accordance with the following provisions:

a. Termination for Cause. In the event of a breach by one party, the non-breaching party may, at any time after thirty (30) days written notice of the breach to the other party, terminate this Agreement by a further written notice of termination; provided, that if the breaching party, prior to a receipt of written notice of termination, has either cured the breach or is diligently taking all reasonable steps necessary to effect a cure, this Agreement shall remain in effect.

b. Termination Without Cause. Either party may terminate this Agreement without cause at any time upon giving thirty (30) days written notice to the other party.

9. HIPAA Requirements. To the extent applicable to this Agreement, COMCARE and its employed physicians agree to comply with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and any current or future regulations promulgated thereunder. COMCARE and its employed physicians agree not to use or further disclose any Protected Health Information (as defined in 42 C.F.R. §164.501) or Individually Identifiable Health Information (as defined in 42 USC §1320d), other than as permitted by HIPAA.

10. Regulatory Requirements. The services contemplated under the provisions of this Agreement shall at all times be maintained and operated, and such services shall at all times be rendered by COMCARE physicians in compliance with the applicable statutes, regulations, rules and directives of federal, state, and other governmental and regulatory bodies having jurisdiction over physicians or Hospital, the policies and regulations of Hospital, the applicable standards of JCAHO or other applicable accrediting or surveying organization, and all currently accepted and approved methods and practices related to psychiatric medicine. In the event Medicare, Medicaid, any third-party payor, or any federal, state, local legislative or regulatory authority adopts any law, rule, regulation, policy, procedure, or interpretation thereof which requires a material change in the manner of either party’s operations under this Agreement, upon the request of either party the parties shall enter into good faith negotiations for the purpose of amending this Agreement as appropriate in order to accommodate the changed circumstances while preserving the original intent of this Agreement to the extent possible. If after thirty (30) days of such negotiations, the parties are unable to reach an agreement as to how or whether this Agreement shall continue, then either party may terminate this Agreement upon thirty (30) days’ prior written notice.

11. Personal Expenses. Hospital shall not be responsible for any personal or professional expenses of COMCARE or its employed physicians, including, but not limited to, license or membership fees and dues, expenses of attending conventions and meetings, cellular telephone and pager charges, automobile expense, or other similar personal expenses.

12. Records. Until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, COMCARE physicians shall make available, upon written request, to the Secretary of the Department of Health and Human Services, or upon request, to the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents, and records of COMCARE or its physicians that are necessary to certify the nature and extent of costs incurred with respect to any services furnished for which payments may be made under the Medicare or Medicaid programs. If COMCARE carries out any of the duties of this Agreement through a subcontract having a value or cost of \$10,000 or more over a twelve-month period, with a related organization, such subcontract shall contain a clause requiring the related organization to make available, upon written request, to the Secretary of the Department of Health and Human Services, or upon request, to the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of such organization that are necessary to verify the nature and extent of costs incurred

with respect to any services furnished for which payments may be made under the Medicare or Medicaid programs.

13. Confidentiality. COMCARE, its physicians, and Hospital acknowledge and agree that this Agreement and each of the provisions hereof shall be treated with confidentiality and, except to the extent required by applicable law or regulations, neither party shall disclose the terms of the Agreement to any third party other than their respective employees, agents, or consultants, without the prior written consent of the other party.

14. Governing Law. This Agreement shall be interpreted, construed, and governed in accordance with the laws of the State of Kansas. The paragraph headings used in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement.

15. Notices. Any notice given under this Agreement shall be deemed given when hand-delivered, or two (2) days after being deposited in the United States Mail, certified, return receipt requested, postage prepaid, and addressed as follows:

If to COMCARE: Marilyn Cook, Executive Director
COMCARE of Sedgwick County
635 N. Main
Wichita, Kansas 67202

And Office of the County Counselor
Attn: Contract Notification
525 N. Main, Suite 359
Wichita, Kansas 67202-3790

If to Hospital: Via Christi Hospitals Wichita, Inc.
959 N. St. Francis
Wichita, Kansas 67214
Attn: President/CEO

And Office of General Counsel
Via Christi Health, Inc.
8200 E Thorn
Wichita, Ks. 67226

Either party may change its notice address by giving written notice to the other party in the manner provided above.

16. Amendments. No amendments or additions to this Agreement shall be binding unless in writing and signed by the parties hereto.

17. Assignment. This Agreement is personal to County and County may not assign nor delegate any of rights or obligations hereunder (except to its employed physicians to carry out the terms of this call agreement) without first obtaining the written consent of Hospital.

18. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. This Agreement supercedes all prior negotiations and agreements between the parties, whether written or oral, and may not be amended except in writing between the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

Sedgwick County, Kansas

ATTEST TO:

TIM R. NORTON, Chairman
Board of County Commissioners

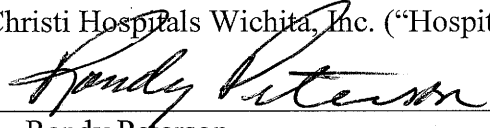
KELLY B. ARNOLD
COUNTY CLERK

APPROVED AS TO FORM ONLY:



JENNIFER MAGAÑA, Deputy County Counselor

Via Christi Hospitals Wichita, Inc. ("Hospital")

By 

Randy Peterson
Chief Executive Officer