

**AGREEMENT FOR AMBULANCE AND MEDICAL TRANSPORTATION SERVICES**  
**by and between**  
**SEDGWICK COUNTY, KANSAS**  
**and**  
**WESLEY MEDICAL CENTER, LLC**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, retroactive to January 1, 2016 ("Effective Date"), by and between Sedgwick County, Kansas ("County") and Wesley Medical Center, LLC d/b/a Wesley Medical Center and Wesley Medical Center, LLC d/b/a Wesley Woodlawn Hospital and ER ("Wesley Medical Center"), a limited liability company licensed to do business in Kansas.

WITNESSETH:

**WHEREAS**, Wesley Medical Center owns and/or operates Wesley Medical Center Main Campus, Wesley Woodlawn, Wesley West Free Standing Emergency Department, and Wesley Derby Free Standing Emergency Department (individually "Facility" and collectively "Facilities"); and

**WHEREAS**, Wesley Medical Center desires to obtain health care transportation services for the transfer of equipment, supplies, and patients to and from its Facilities and/or the Free Standing Emergency Departments ("FSED") of such Facilities; and

**WHEREAS**, County, through its Emergency Medical Service ("SCEMS") desires to provide such services and has the necessary equipment, training, expertise, professional certifications and licenses to do so.

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

**ARTICLE I**  
**RESPONSIBILITIES OF SCEMS**

- 1.1 **Provision of Services.** SCEMS agrees to provide Wesley Medical Center with ambulance transport services pursuant to the terms and conditions set forth in this Agreement and as defined in Appendix A ("Services"). SCEMS shall provide sufficient ambulances to service the needs of Wesley Medical Center on a 24-hour-per-day, 365/366 days-per-year basis. SCEMS agrees to perform the Services in accordance with industry standards.
- 1.2 **Timeliness of Services.** SCEMS shall provide all Services on a timely basis, determined as follows:
  - a) Ambulance transportation requests scheduled eight (8) or more hours in advance will arrive within fifteen (15) minutes of the pre-arranged pick-up time.

- b) Emergent ambulance transportation requests will arrive within thirty (30) minutes of the service request.
- c) Non-emergent ambulance transportation requests that are not pre-scheduled will arrive within ninety (90) minutes of the service request.

SCEMS shall transport all patients received from Facilities as expeditiously as possible to the designated location.

1.3.1 **Response Time/Compliance Measures.** SCEMS's response times shall be reviewed on a monthly basis to determine compliance with the standards set forth in this Agreement. Response times will be calculated from the time the call is received by SCEMS's Communication Center to the time of arrival at the designated on-scene location. SCEMS's crews are responsible for accurately reporting on-scene arrival times immediately upon arrival at the scene of the request for service to their dispatcher who will enter it into the CAD record. It is SCEMS's responsibility to capture and report response times on each call and provide Wesley Medical Center with the arrival time for each requested transfer. If SCEMS is called off the transport for any reason, SCEMS and/or the Communication Center dispatcher will immediately notify the requesting Facility so the timing of the response ticket can be closed.

1.3.2 **Measures of Overall Compliance.** Calendar quarters shall constitute reporting periods, and the response time standards set forth in this Agreement shall be met in not less than ninety percent (90%) of SCEMS's aggregate responses to Wesley Medical Center.

On occasion, special circumstances may cause a change in Services, as outlined in Appendix C. Response time calculations for determination of compliance shall be as follows:

- a) If an assignment is upgraded prior to arrival of the ambulance on the scene, the time shall be measured from the time of the upgrade.
- b) If an assignment is downgraded prior to arrival of the ambulance on the scene, the time shall be measured against the revised request.
- c) If a request for an emergency response is canceled, SCEMS's response time shall be calculated to the moment of the cancellation or to the moment of arrival of SCEMS's unit at the scene, whichever occurs first. Reasons for the cancellation will be tracked by Wesley Medical Center and reported monthly in an effort to reduce cancellations.

If the aggregate response time on all priorities falls below ninety percent (90%) for any quarter, SCEMS will be subject to response time penalties payable to Wesley Medical Center. The penalty assessment schedule shall be \$500.00 (Five Hundred Dollars) for every 1.9 percentage points below 90%. Therefore, 88.0% - 89.9% = \$500.00 assessment; 86.0% - 87.9% = \$1,000.00 assessment, with a maximum monthly assessment of \$1,500.00.

Notwithstanding the foregoing, the response time penalties shall only apply when Wesley Medical Center is the responsible party for payment of the transport and SCEMS has provided at least 225 transports in the applicable quarter.

- 1.4 **Disaster Services.** In the event of a major disaster, SCEMS shall, subject to SCEMS's equipment and manpower availability, utilize its resources to provide Wesley Medical Center support and transportation.
- 1.5 **Compliance.** SCEMS shall perform all Services under this Agreement in accordance with any and all regulatory and accreditation standards applicable to Wesley Medical Center and the Service, including all applicable federal, state, and local laws, rules, regulations and policies.
- 1.6 **Insurance.** County is self-funded for Comprehensive General Liability, Workers Compensation, and Automobile insurance. County adheres to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), which limits liability for municipal entities to \$500,000.00. Proof of County's insurance is attached hereto and incorporated herein as Appendix D.
- 1.7 **Availability and Documentation.** SCEMS shall, for a period of six (6) years after this Agreement terminates, make available, upon the written request of the Secretary of Health and Human Services or the Comptroller General, or their representatives, this Agreement, and such books, documents and records as may be necessary to verify the nature and extent of the costs of the services rendered hereunder. Furthermore, the parties agree that if any of the work provided for under this Agreement, with a value of Ten Thousand Dollars (\$10,000.00) or more in any twelve month period, shall be performed by a subcontractor, they shall require the subcontractor to sign a similar agreement to make its books and records available for such a six (6) year period of time.
- 1.8 **Equipment Records.** SCEMS shall document the receipt of any Wesley Medical Center-owned equipment necessary for the convenient transfer of patients, assume custody for the equipment during the transfer, and return the equipment to the appropriate Wesley Medical Center department as soon as practicable after the transfer.
- 1.9 **Patient Valuables.** SCEMS shall document the receipt of patient valuables, assure custody for the valuables upon receipt, and deliver the valuables to a responsible party at the receiving Facility.
- 1.10 **Patient's Right for Ambulance Service.** SCEMS does not discriminate in the provision of covered medical services hereunder, whether on the basis of a person's age, gender, marital status, sexual orientation, race, color, religion, ancestry, national origin, disability, handicap, health status, or other unlawful basis including, without limitation, the filing by a person of any complaint, grievance or legal action against Wesley Medical Center, SCEMS, or payor. SCEMS is not required to provide services to a person who refuses to cooperate with SCEMS's efforts to provide services or if SCEMS has other good cause for refusing to provide services. In addition, SCEMS shall abide by the requirements of 41 CFR 60-1.4(a) which prohibits discrimination on the basis of race, color, religion, gender, and national

origin. SCEMS shall also abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) which prohibit discrimination as to and against qualified protected veterans and qualified individuals on the basis of disability, and requires affirmative action by covered contractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

## **ARTICLE II RESPONSIBILITIES OF WESLEY MEDICAL CENTER**

- 2.1.1 **Primary Provider.** Wesley Medical Center agrees that SCEMS shall be designated by Wesley Medical Center as its primary provider of ground basic and advanced life support services for Wesley Medical Center's patients requiring such services, 24-hours-per-day, 7-days per week, pursuant to the terms of this Agreement. Said services consist of a response by SCEMS to Wesley Medical Center or other patient location, treatment and other pre-transport activities, including the rendering of emergency medical service at the Facility or other patient location, appropriate care and treatment during transport, and one-way transportation to the patient's designated destination. As used in this paragraph, "primary provider" shall mean that SCEMS shall be the first ground ambulance provider contacted by Wesley Medical Center for all emergency and non-emergency medical transportation services for Wesley Medical Center's patients who require such services.
- 2.1.2 **Exceptions to Primary Provider Provision.** Notwithstanding the provisions of Section 2.1.1, Wesley Medical Center may utilize the services of another ambulance provider in the following situations:
- a) A Wesley Medical Center patient requests the services of another ambulance provider for wheelchair van transportation.
  - b) The parties otherwise mutually agree.
- 2.1.3 **Availability.** Wesley Medical Center expressly understands and acknowledges that SCEMS may be unavailable at times due to high demand, emergencies or other unforeseen circumstances. SCEMS will notify Wesley Medical Center when requests for Services under this Agreement cannot be honored in order to allow Wesley Medical Center to obtain the services of another provider. Wesley Medical Center understands that, in those instances where SCEMS is unavailable, SCEMS has no responsibility to arrange or pay for the charges of a substitute provider or to pay Wesley Medical Center the difference, if any, between the contracted rate and the charges of any such substitute provider.
- 2.2 **Documentation and Timeliness of Payment.** Wesley Medical Center shall provide physician certificates of medical necessity and/or other medical necessity documentation at the time as required by Medicare. Wesley Medical Center shall otherwise cooperate with SCEMS in obtaining physician certificates of medical necessity and/or other medical necessity documentation for all ambulance transportation of its patients to the extent permitted by applicable laws.

Wesley Medical Center shall be responsible for payment for FSED to parent facility transports and other transports for which Wesley Medical Center is financially responsible by law, including those set forth in Chapter 10, Section 10.3.3 of the Medicare Benefit Policy Manual, CMS Publication 100-2. Wesley Medical Center shall reimburse thirty (30) days from the date of invoice, according to the rate payment schedule set forth in Appendix B hereto.

- 2.3 **Availability of Records.** Until the expiration of six (6) years after providing services pursuant to this Agreement, Wesley Medical Center shall retain and make available to the Secretary of Health and Human Services, the Comptroller General, or their duly authorized representatives upon written request, records necessary to verify the nature, extent, and cost of services rendered hereunder. No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by Wesley Medical Center by virtue of this Agreement.
- 2.4 **Insurance.** Wesley Medical Center shall maintain, at all applicable times, comprehensive general liability and professional liability in amounts equal to at least \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate. Wesley Medical Center shall furnish SCEMS with satisfactory evidence of such insurance prior to execution of this Agreement.
- 2.5 **Facility Information.** Wesley Medical Center will make available to SCEMS its policies, procedures, billing protocol, and activities relevant to this Agreement including any and all future updates to said policies, procedures, billing protocols and activities relevant to this Agreement.
- 2.6 **Advance Notice.** Wesley Medical Center shall use its best efforts to provide SCEMS with twenty-four (24) hours advance notice of non-emergency transport requests.
- 2.7 **Non-Emergency Transport.** At the time of scheduling a non-emergency transport, Wesley Medical Center shall provide SCEMS all necessary information about the patient to enable SCEMS to properly bill the appropriate payor. Such information shall include the patient's insurance status and, if the patient is a Medicare beneficiary:
- a) Whether or not the patient is in a "Medicare Part A" stay at the time Services are provided;
  - b) Whether the Services relate to the patient's plan of care, if applicable; and
  - c) Whether the patient is an inpatient or outpatient at the point of origin and destination at the time of the transport.
- 2.8 **Third-Party Billing.** When required or permitted by law, SCEMS will bill the patient, the patient's financially responsible party, or any available insurance or third party payment source for Services provided under this Agreement. This includes transports that SCEMS is authorized to bill under Medicare Part B and Medicaid and that are covered under the applicable coverage criteria of those programs.

- 2.9.1 **Billing to Wesley Medical Center.** Where Wesley Medical Center is required by law or where Wesley Medical Center has agreed to be responsible for payment, as described in Appendix A, SCEMS will bill Wesley Medical Center directly for Services rendered to patients of Wesley Medical Center. For these transports, Wesley Medical Center agrees to pay SCEMS according to the fee schedule set forth in Appendix B. This includes, among other types of transports for which Wesley Medical Center is responsible for providing, transports that SCEMS cannot bill directly to Medicare Part B or Medicaid.
- 2.9.2 **Payment in Full.** SCEMS shall not bill any patient, financially responsible party, insurer, or third party payor for any transports that are the responsibility of Wesley Medical Center. Wesley Medical Center agrees to indemnify, defend, and hold harmless SCEMS for any liability resulting from its submission of any such bills when it was the result of information supplied by Wesley Medical Center. When charges are properly billed for transports, SCEMS shall accept the fee schedule amounts outlined in the Appendices to this Agreement as payment in full.
- 2.9.3 **Prompt Payment.** Wesley Medical Center agrees to remit payment to SCEMS for all transports for which it is responsible to pay under the law and under this Agreement within thirty (30) days of the date of SCEMS's bill. Wesley Medical Center agrees that payment to SCEMS is not contingent upon any payments that Wesley Medical Center may collect from other sources. Wesley Medical Center agrees to be responsible for the payment to SCEMS of its costs for collection of accounts past thirty (30) days.
- 2.10 **Provision of Information.** Wesley Medical Center shall, prior to the time that Services are provided, furnish to SCEMS the information necessary for SCEMS's proper billing of the Services provided. This includes, but is not limited to a face sheet and a properly completed physician certification statement (PCS) when such documentation is required to support SCEMS's claim for payment. PCS forms shall be obtained by Wesley Medical Center on all non-emergency ambulance transports of Medicare beneficiaries and comply with the most current rules of the Centers for Medicare and Medicaid Services (CMS). Wesley Medical Center shall utilize PCS forms approved by SCEMS for this purpose. SCEMS reserves the right to bill Wesley Medical Center directly for Services in the event Wesley Medical Center does not provide face sheets and PCS forms to SCEMS as provided herein.
- 2.11 **Classification of Transport.** In the event of a dispute regarding the classification of any particular transport as a Medicare Part A or Part B transport, Wesley Medical Center agrees to provide SCEMS, within five (5) days of SCEMS's request, any information within its possession or control, including but not limited to the resident's plan of care, to facilitate proper billing for the transport. Wesley Medical Center shall use its best efforts to obtain information not in its possession or control which may be material to SCEMS's determination as to proper billing under this Agreement.
- 2.12 **Medicare Records.** Wesley Medical Center represents and warrants that it shall, within thirty (30) days of receiving any requests from CMS or its authorized contractor, make available any and all such records requested by CMS or its contractor for the purposes of determining whether any ambulance transports arising hereunder qualify for payment under



Medicare Part B. Wesley Medical Center shall be responsible to pay SCEMS for any transports denied by the carrier as a result of Wesley Medical Center's failure to supply such information as requested by CMS and/or the carrier within the time specified herein or as a result of claims denied or recouped by the carrier based on Wesley Medical Center's documentation.

### ARTICLE III MUTUAL RESPONSIBILITIES

- 3.1 **Documentation and Billing; Rate Adjustments.** SCEMS shall bill Medicare, Medicaid, third-party payers and/or the patients for payment of its full general public rates and charges for transports for which Wesley Medical Center is not responsible for payment.

For all FSED to main Facility campus transports and other transports for which Wesley Medical Center is responsible for payment under CMS rules and this Agreement, SCEMS shall invoice Wesley Medical Center on a monthly basis. Each invoice shall reflect the total amount due for the previous month's Services based upon the rate schedule attached as Appendix B. Invoices will also delineate the type of service provided, points of pick-up and discharge, date and time service was requested, pick-up time, distance of transport, added charges, if any, and name of Wesley Medical Center's authorization or reference number for each transport personnel requesting transport.

The parties agree to meet every six (6) months to review the number of patient transports. Either party has the right to request renegotiation of pricing or service levels. Pricing or service adjustments during the term of this Agreement must be agreed upon in writing by both parties.

The parties solely intend the fees paid to SCEMS or the compensation arrangement set forth herein to compensate SCEMS for the provision of Services, and not influence SCEMS with regard to any referrals of patients to Wesley Medical Center or any other affiliate of Wesley Medical Center. As such, the parties acknowledge that the compensation paid to SCEMS hereunder would be the same whether or not any such referrals are made. The parties further intend that the compensation paid hereunder shall be fair market value for the Services rendered based on arm's length bargaining and the value of similar services in the community. In the event any court or administrative agency of competent jurisdiction determines this Agreement violates any statutes or that the compensation hereunder exceeds reasonable compensation, then the parties hereto agree to take such actions as necessary to amend this Agreement to comply with the applicable statutes or regulations, as provided herein.

- 3.2 **Third-Party Billing Information.** Both parties agree to use their best efforts to assist each other in obtaining patient and/or third party billing information and will cooperate with the other party in providing this information, to the extent permitted by applicable law.
- 3.3 **Qualifications to Participate in Federal and State Healthcare Programs.** Each party represents and warrants that it: (1) is not currently excluded, debarred, or otherwise ineligible

to participate in the Federal health care programs as defined in 42 U.S.C. 1320a-7b(f) (the "Federal health care programs"); (2) has not been convicted of a criminal offense related to the provision of health care items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; and (3) is not under investigation or otherwise aware of any circumstances that may result in it being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of the Agreement. Each party shall immediately notify the other party of any change in the status of the representation and warranty set forth in this Section. Any breach of this Section shall give either party the right to terminate the Agreement immediately for cause.

- 3.4 **Certifications and Licenses.** Each party shall maintain all certifications and licenses as required by all applicable state and federal laws. Each party will be certified to participate in the Medicare and Medicaid programs upon the effective date of this Agreement.
- 3.5 **Compliance with Applicable Lawsuit Rules and Regulations.** Each party agrees to perform its obligations under this Agreement in full compliance with all Federal, State and local laws, rules, and regulations applicable to the Agreement.
- 3.6 **Confidentiality Requirements.** To the extent applicable to this Agreement, the parties agree to comply with the federal Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA, including without limitation the federal privacy standards contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Standards"), and the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Standards"), all as may be amended from time to time, and all collectively referred to herein as "Confidentiality Requirements". The parties agree to enter into any further agreements as necessary to facilitate compliance with the Confidentiality Requirements.
- 3.7 **Audits.** During the term of this Agreement and pursuant to any record retention law or regulation the parties are subject to, either party or its duly authorized representative may audit the other party's records which may include, but is not limited to, a review of party's collection efforts, promptness of recording and remitting payments, administrative accounting functions, compliance with Medicare and Medicaid program requirements, insurance billings, financial data, compliance with this Agreement or any applicable law, and other customary audit functions related to the Services provided hereunder upon reasonable notice and subject to applicable law.
- 3.8 **Force Majeure.** Either party shall be excused for failures and delays in performance of its respective obligations under this Agreement due to any cause beyond its control and without fault, including, without limitation, any act of God, war, riot or insurrection, law or regulation, strike, flood, fire, terrorism, explosion, or inability due to any of the aforementioned causes to obtain labor, materials, roadways, or facilities. In addition to the above, SCEMS shall be excused for failures and delays in performance of its obligations



under this Agreement due to adverse weather condition, natural physical barriers, such as mountains, hills, or washes, traffic conditions, natural disasters, and/or other limitations of access to the person requiring services. Such conditions may impede, or affect or block SCEMS's efforts to provide services and/or ability to utilize some or all of its equipment. Nevertheless, each party shall use its best efforts to avoid or remove such causes and to continue performance whenever such causes are removed, and shall notify the other party of the problem.

- 3.9 **Publicity and Intellectual Property.** Neither party shall use and/or disclose any intellectual property, trademarks, service marks, visual product representations, trade names, logos, or other commercial or product designations of the other, or disclose such without the other party's prior written consent. Neither party shall identify or make reference to the other party in any communication, advertising, or other promotional modality, regardless of its form, without prior written consent from the other party. The representations are subject to the requirements of the Kansas Open Records Act, as detailed in Section 5.17 of this Agreement.
- 3.10 **Confidentiality.** Each party agrees that if it has received trade secrets or confidential and proprietary information in the negotiation and execution of this Agreement, as designated by the other party, it will not disclose any information so designated to any other person, organization or entity during the term of this Agreement or for a period of five (5) years thereafter. This provision shall survive termination of this Agreement.

#### ARTICLE IV TERM AND TERMINATION

- 4.1 **Term and Termination.** This Agreement shall be for a term of two (2) years commencing on the Effective Date written in the initial paragraph of this Agreement.

Either party may terminate this Agreement upon breach by the other party which is not cured within ten (10) calendar days following receipt of notice thereof. Furthermore, either party may terminate this Agreement at any time without cause upon ninety (90) days' written notice which shall specify the effective date of the termination. The provisions of this Agreement, which by their nature must survive termination to be effective (such as, but without limitation, obligations to pay money and obligations to submit reports) shall be deemed to remain in effect after termination of this Agreement.

- 4.2 **Immediate Termination.** Either party may immediately terminate this Agreement, without any advance notice of such termination, upon any one of the following occurrences:
- a) If Wesley Medical Center fails to pay SCEMS for the Services required to be performed hereunder or otherwise meet its obligations hereunder.
  - b) If either party fails to maintain its required licenses, permits or certifications or is excluded from the Medicare or Medicaid programs.

- c) If either party fails to keep in force the insurance policies required to be maintained under this Agreement.
- d) Upon either party's general assignment for the benefit of creditors or petition for relief in bankruptcy or under similar laws for the protections of debtors, or upon the initiation of such proceedings against either party if the same are not dismissed within forty-five (45) days of service.
- e) If any of the representations of either party as set forth in this Agreement are false or misleading in any material respect.
- f) Upon one or more of Wesley Medical Center's Facility's loss of certification as a Medicare provider

4.3 **Termination for Change of Laws.** If any legislation, regulation or government policy is passed or adopted, or if these laws, regulations or policies are interrupted in a manner that would materially affect either party's business or the implementation of this Agreement as written, the party shall provide notice of such law, regulation or policy to the other party and the parties agree to negotiate in good faith within thirty (30) days to modify the terms of this Agreement to comply with the applicable law, regulation or policy. If the parties cannot agree upon the necessary modification, either party may terminate this Agreement on thirty (30) days' advance written notice without consequence.

## ARTICLE V OTHER PROVISIONS

5.1 **Ownership of Information.** Except as otherwise specifically agreed, SCEMS agrees that it acquires no title or right to information disclosed by Wesley Medical Center to SCEMS under this Agreement.

5.2 **Indemnification.** To the fullest extent of the law, Wesley Medical Center shall defend, indemnify and hold harmless County and its elected and appointed officials, officers, managers, members, employees and agents, from any and all claims brought by any third-party person or entity whatsoever, arising from any act, error, or omission of Wesley Medical Center in connection with Wesley Medical Center's performance of this Agreement or any other agreements between Wesley Medical Center and the County entered into by reason of this Agreement. Wesley Medical Center shall defend, indemnify and hold harmless County and its elected and appointed officials, officers, managers, members, employees and agents, with respect to any third-party claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of Wesley Medical Center, its subcontractors, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs, and reasonable attorney's fees. This indemnification shall not be affected by other portions of this Agreement relating to insurance requirements. Wesley Medical Center agrees that it will procure and keep in force at all times and at its own expense insurance in accordance with these specifications.

- 5.3 **No Requirements for Referrals.** The parties expressly agree that nothing contained in this Agreement shall require either party to refer any patients to, or order any goods or services from the other party. Neither party will knowingly or intentionally conduct itself in a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 U.S.C. § 1320a- 7b).
- 5.4 **Relationship of Parties.** It is agreed that the legal relationship between SCEMS and Wesley Medical Center is of a contractual nature. Both parties assert and believe that SCEMS is acting as an independent contractor in providing the services and performing the duties required by this Agreement.
- 5.5 **Governing Law.** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
- 5.6 **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, assigns or other legal representatives.
- 5.7 **Assignment.** Neither this Agreement nor any rights or obligations created by it shall be assigned or otherwise transferred by either party without the prior written consent of the other. Any attempted assignment without such consent shall be null and void.
- 5.8 **Severability.** In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.
- 5.9 **Incorporation of Documents.** Appendix A (Description of Services), Appendix B (Wesley Medical Center Financial Responsibility), Appendix C (Fee Schedule), and Appendix D (County Self-Insurance) are attached hereto and made a part hereof as if fully set forth herein.
- 5.10 **Notification.** Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

**SCEMS:**

Sedgwick County EMS  
Attn: EMS Director  
1015 Stillwell  
Wichita, Kansas 67213

and

Sedgwick County Counselor's Office  
Attn: Contract Notification  
Sedgwick County Courthouse  
525 N. Main, Suite 359

Wichita, KS 67203-3790

**Wesley Medical Center:**

Wesley Medical Center  
Attn: CEO  
550 North Hillside  
Wichita, Kansas 67214

- 5.11 **Entire Agreement.** This Agreement and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.
- 5.12 **No Waiver.** No waiver of a breach of any provision of this Agreement will be construed to be a waiver of this Agreement, whether of a similar or different nature, and no delay in acting with regard to a breach shall be construed as a waiver of that breach.
- 5.13 **Authority to Contract.** Both parties assure that they possess legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of both SCEMS and Wesley Medical Center's governing bodies, authorizing the signing of this Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of both SCEMS and Wesley Medical Center to act in connection with the application and to provide such additional information as may be required.
- 5.14 **Amendments.** Neither this Agreement nor any rights or obligations created by it shall be amended by either party without the prior written consent of the other. Any attempted amendment without such consent shall be null and void.
- 5.15 **Exclusion of Certain Damages.** Notwithstanding any provision in this Agreement to the contrary, in no event shall SCEMS or any of its respective directors, officers, members, shareholders, employees, agents, or subcontractors be liable for lost profits, special, consequential, incidental, or punitive damages, regardless of the basis of the claim, whether in contract, tort, strict liability, or other legal or equitable theory.
- 5.16 **Notification of Actual or Potential Violation of Law.** If either party becomes aware of any actual or potential violations by the other party, whether intentional or inadvertent, of any applicable state or federal statutes or regulations, it shall promptly notify the other party.
- 5.17 **Protection of Patient Information.** The parties, each of which are "covered entities," shall carry out their obligations under this Agreement in compliance with the privacy and security regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), to protect the privacy and security of any personally identifiable, protected health information ("PHI") that is collected, processed or learned as a result of the Services provided pursuant to this Agreement. Both parties acknowledge that their relationship to patients receiving services hereunder is a "direct treatment relationship" as that term is

defined in the Privacy Regulations and that this contractual relationship does not constitute a "business associate" agreement pursuant to the Privacy Rule. The parties also understand that it is permissible under HIPAA to freely exchange PHI for purposes of treatment, payment, or health care operations, including information to determine medical necessity. Both parties agree to a free exchange of PHI for purposes of treatment, payment, or health care operations, and Wesley Medical Center will provide all documents requested by SCEMS so that it may properly bill for covered transports.

- 5.18 **Information/Confidentiality.** As a governmental entity, the County's contracts are generally public records. Accordingly, no provision of this Agreement shall restrict County's ability to produce this Agreement in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45-215 *et seq.*).
- 5.19 **Waiver and Consent.** The failure of either party at any time to require performance by the other party of any provision hereof shall not affect in any way the rights to require such performance of any other provision hereof, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. If the consent of either party is necessary pursuant to the terms of this Agreement, such consent shall not be unreasonably withheld.
- 5.20 **Regulatory Changes.** The parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall 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, shall 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, without consequence, unless this Agreement would expire earlier by its terms.
- 5.21 **Non-Discrimination.** All services provided under this Agreement shall be provided without regard to the race, color, creed, sex, age, disability status, payor source or national origin of the resident requiring such services. SCEMS agrees to comply with all applicable laws prohibiting discrimination in the provision of services hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SEDGWICK COUNTY, KANSAS:

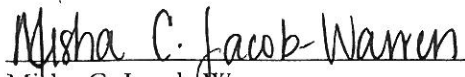
WESLEY MEDICAL CENTER:

\_\_\_\_\_  
JAMES M. HOWELL, Chairman  
Commissioner, Fifth District

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APPROVED AS TO FORM ONLY:

ATTESTED TO:

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Misha C. Jacob Warren  
Assistant County Counselor

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Kelly B. Arnold  
County Clerk



## APPENDIX A HOSPITAL FINANCIAL RESPONSIBILITY

Wesley Medical Center shall be directly responsible for the payment of those services rendered as outlined below, at the rates set forth in Appendix B:

1. **Inpatient Transports:** Medical transportation services provided to all Medicare or Medicaid inpatients or inpatients where Wesley Medical Center has legal or contractual obligations with a third party payor to assume all related costs (including ambulance transports) for care on a per diem basis and/or where SCEMS is precluded by law from billing insurance for such transport. Inpatients are described as patients who may be transported between Facilities within a twenty four (24) hour period. Any patient transport that occurs between the admission and discharge dates of a Medicare inpatient stay is billable to Wesley Medical Center.
2. **Outpatient Transports:** To determine if Medicare Part B or Wesley Medical Center is the appropriate payor, Medicare applies a three part test, which consists of the following elements:
  - a) If the facilities have different provider numbers, the transport is billable to Medicare Part B (provided all other coverage criteria are met). If they are the same, then it is necessary to move on to the second criterion.
  - b) Whether or not the campuses of the two facilities are the same. "Campus" means the physical area immediately adjacent to the provider's main buildings, other areas and structures that are not strictly contiguous to the main buildings, but are located within 250 yards of the main buildings, and any of the other areas determined on an individual case basis by the CMS regional office to be part of the provider's campus. Where the two facilities sharing the same provider number are located on the same campus, the transport is billable by SCEMS to Wesley Medical Center and not to Medicare Part B. If different, move to the third criterion.
  - c) If the facilities have the same provider number and are located on different campuses, then it is necessary to determine if the patient has inpatient status at both the origin and destination facilities. If so, then Wesley Medical Center, and not Medicare Part B, is responsible for payment to SCEMS. If there is any other combination of inpatient/outpatient status, then the transport may be billable by SCEMS to Medicare Part B (if all other coverage requirements are met).

## APPENDIX B FEE SCHEDULE

### Ambulance Transport:

Free Standing Emergency Department or Facility to Facility	Distance	Rate
Wesley West ER to Wesley Main Campus	11.7 miles	\$330
Wesley Derby ER to Wesley Main Campus	11.4 miles	\$325
Wesley Woodlawn Hospital and ER to Wesley Main Campus	4.5 miles	\$270
Wesley Main Campus to Wesley Woodlawn Hospital and ER	4.5 miles	\$270
Wesley West ER to Wesley Woodlawn Hospital and ER	14.6 miles	\$355
Wesley Derby ER to Wesley Woodlawn Hospital and ER	11.6 miles	\$330

The rates for Ambulance Transports reflect a “blended” rate based on SCEMS’s analysis of charges and payments for calendar year (CY) 2014. The analysis concluded that approximately 55% of the patients transferred from the free-standing sites to the parent facility required only basic life support services. The remaining 45% of patients transferred met the criteria for advanced life support services. This “blended” rate accounts for both populations and will be a fixed rate for each transport.

### Wichita-Metro Area

#### Medicare Ground Ambulance Base Rates CY2016

Base HCPC	Description	Base Fee Amount (Urban)	Base Mileage Rate (Urban – 1 mile)
A0426	ALS1 – Non-Emergent Ambulance Service	\$251.84	\$7.24
A0428	BLS1 – Non-Emergent Ambulance Service	\$209.87	\$7.24

Note: All Base Rate Charges for ambulance transports shall be in accordance with the most current definitions of each level of service as set forth by CMS. The rates set forth herein shall increase annually by the same percentage as the Ambulance Inflation Factor (AIF), published annually by CMS. The charges outlined above are the same amounts charged to Medicare and Medicaid but reflect a discount off amounts charged to other payers. The amount of this discount will be appropriately reflected on invoices prepared by SCEMS in accordance with 42 CFR 1001.952(h).

## APPENDIX C DESCRIPTION OF SERVICES

1. SCEMS shall provide health care transportation services for the transfer of equipment, supplies, and patients. SCEMS shall not transport multiple patients in one ambulance except in the case of a disaster.
2. SCEMS shall complete and submit to Wesley Medical Center transport volume, response time compliance, and exception reports within two (2) weeks of the month ending to Wesley Medical Center.
3. Individual responses may be accepted from response time standards if factors outside SCEMS's control may have caused a late response. The following good cause exceptions shall be exempt from the standards. Good cause may include, but is not limited to, the following:
  - a) Incorrect or inaccurate information received by SCEMS from Wesley Medical Center;
  - b) Unavoidable delays caused by road construction;
  - c) Unavoidable delays caused by trains;
  - d) Severe weather events or situations which impair visibility or create significant unsafe driving conditions;
  - e) Multi-casualty disaster – defined as a single incident response requiring multiple resources;
  - f) Any other exceptions as may be approved by Wesley Medical Center.