

**AGREEMENT FOR EMERGENCY MEDICAL SERVICE  
BETWEEN THE CITY OF HALSTEAD, KANSAS  
AND THE CITY OF SEDGWICK, KANSAS**

THIS JOINT AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Halstead, Kansas, hereinafter referred to as the “Halstead” and the City of Sedgwick, Kansas, hereinafter referred to as “Sedgwick”, both as defined herein,

**WITNESSETH:**

**WHEREAS**, HALSTEAD and SEDGWICK mutually recognize that residents of SEDGWICK have need for emergency medical and ambulance services; and

**WHEREAS**, SEDGWICK recognizes the need to provide the availability of reliable, prompt, and high quality emergency medical services (EMS) for its residents and visitors; and,

**WHEREAS**, HALSTEAD has the authority under K.S.A. 65-6101 et seq., as amended, to establish, operate and maintain said service and to contract with any person or municipality for the purpose of furnishing said services; and,

**WHEREAS**, HALSTEAD has the capacity of providing basic life support and, advanced life support within the jurisdictional limits of SEDGWICK as HALSTEAD and SEDGWICK may from time to time agree; and,

**WHEREAS**, SEDGWICK desires to contract with HALSTEAD to operate emergency medical and ambulance service within the jurisdictional limits of SEDGWICK.

**NOW, THEREFORE**, in consideration of the services to be rendered and the mutual covenants herein contained, it is mutually agreed as follows:

I

**Definitions**

The definitions contained in, but not limited to K.S.A. 65-6112 as well as any other applicable definitions contained in Article 61 of K.S.A. Chapter 65, shall be applicable to the same terms used in this Agreement.

In addition, the following terms have the following meanings:

1. “HALSTEAD” means the City of Halstead, Kansas, a Kansas municipal corporation serving as the contracting provider of EMS for purposes of this agreement.
2. “SEDGWICK” means the City of Sedgwick, Kansas, a Kansas municipal corporation serving as the contracting beneficiary of services for purposes of this agreement.
3. “Jurisdictional Limits” means the geographic area within the City of Sedgwick, Kansas, city limits, as currently existing or subsequently

amended by lawful ordinance duly approved by the City of Sedgwick, Kansas City Council.

## II

### **Designation of ALS/BLS Provider**

- A. SEDGWICK hereby designates HALSTEAD as its assignee and sole provider for basic and advanced life support and non-emergent ambulance service within the jurisdictional limits of the City of Sedgwick, Kansas. All existing agreements, including amendments, (“Existing Agreements”) between HALSTEAD and SEDGWICK are terminated as of December 31, 2017 at midnight.
- B. SEDGWICK agrees not to compete in any ambulance or emergency medical activity in which HALSTEAD is engaged, pursuant to this Agreement.
- C. HALSTEAD will base its operations primarily at its existing facility in the City of Halstead, Kansas.

## III

### **Services**

- A. From the HALSTEAD existing facility and as further provided herein, HALSTEAD shall provide ambulance service within the jurisdictional limits of the City of Sedgwick, Kansas, based on demand. HALSTEAD will provide the residents a full range of high-quality ambulance service, including ALS, as applicable and available, and BLS, as provided under this agreement, and emergency care service, within the jurisdictional limits of the City of Sedgwick, Kansas as defined herein, when called upon by Harvey or Sedgwick County 911 Dispatch, any law enforcement agency and/or fire department within the jurisdictional limits of the City of Sedgwick, Kansas, or any citizen making a direct request for such ambulance service within the jurisdictional limits of the City of Sedgwick, Kansas. In addition, HALSTEAD will cooperate with other area services as second responders pursuant to agreements entered into, from time to time, in the normal course of its operations.
- B. Emergency medical and ambulance service shall be deemed, for the purposes of this Agreement, to be such service required by the onset of a medical and/or physical condition which, without immediate medical attention, could reasonably be expected to (1) place the patient’s health in serious jeopardy; (2) seriously impair bodily functions; or (3) result in serious injury of any bodily organ or part; or if any other means of transportation except by ambulance and trained personnel could reasonably be expected to endanger the individual’s health. Emergency medical and ambulance service shall be available to residents within the jurisdictional limits of the City of Sedgwick, Kansas.

- C. Non-emergency ambulance service is not contemplated within the scope of this agreement and is therefore not assured or provided hereunder, shall be deemed, for the purposes of this agreement, to be ambulance services which (1) can be scheduled by appointment; (2) is to be provided when a patient's health is not in jeopardy, and (3) when the ambulance service is to be provided between the person's place of residence and some medical office or facility, said service to be available only to residents in the area specifically.
- D. HALSTEAD shall provide ambulance service within the jurisdictional limits of the City of Sedgwick, Kansas without regard to race, creed, color, sex, sexual preference, age, physical handicap, marital status, national origin, ancestry, or financial ability to pay.
- E. When a unit and crew are available, and with at least twenty-four (24) hours advanced notification, HALSTEAD will use its best efforts to station them at SEDGWICK community events, such as high school football games, community celebrations or festivals.

#### IV

#### **Service Area and Mutual Aid**

- A. HALSTEAD will advise all entities with which it has mutual aid agreements that it is entering into this agreement with SEDGWICK. HALSTEAD agrees to attempt to negotiate new Mutual Aid Agreements with such entities to provide back-up coverage for emergency services within the jurisdictional limits of the City of Sedgwick, Kansas.
- B. In the event HALSTEAD is unable, for whatever reason, to provide the required ambulance service within the jurisdictional limits of the City of Sedgwick, Kansas, ambulance services from surrounding areas shall, temporarily, provide said service upon request by HALSTEAD for mutual aid, subject however, to the availability of such equipment and personnel.

#### V

#### **Contractual Payments**

- A. In consideration of HALSTEAD's promise and agreement to furnish emergency medical and ambulance service pursuant to this agreement and for the term(s) hereof, SEDGWICK agrees to pay for contractual services in the amount of \$150,000.000 annually in two payments of \$75,000.00 each due on March 15 and August 15 as outlined herein to compensate Halstead for the services provided under this Agreement.
- B. The parties hereto further agree that any payments tendered for provision of emergency services by Harvey County covering the jurisdictional limits of

SEDGWICK shall, for the term of this agreement, be directed to HALSTEAD as an element of contractual payments.

- C. SEDGWICK agrees not to compete in any ambulance or emergency medical activity in which HALSTEAD is engaged, pursuant to this Agreement.

## VI

### **Cooperation with 911 Dispatch**

- A. HALSTEAD shall establish radio dispatch protocols and such other policies and procedures which are necessary and proper for providing the ambulance services described herein in both Harvey and Sedgwick Counties. Copies of said policies and procedures shall be available to SEDGWICK at any time.
- B. Said protocols, policies and procedures, and any and all amendments thereto, shall be followed and adhered to by HALSTEAD.
- C. HALSTEAD's equipment shall have the capability of communicating with the Harvey County Communications Center as well as Sedgwick County 911 Dispatch as needed.

## VII

### **Compliance with Federal and State Laws, Local Ordinances and Rules and Regulations**

- A. HALSTEAD shall comply with all applicable laws of the United States, State of Kansas, and local ordinances, now or hereafter existing, and with all applicable Federal and State rules and regulations now or hereafter existing relating to any of the services provided pursuant to this Agreement.
- B. HALSTEAD shall specifically comply with the applicable provisions of K.S.A. 65-6101 et. seq., including any future amendments or additions thereto, together with any rules and regulations promulgated there under, now or hereafter existing or amended.

## VIII

### **Performance Standards**

- A. Response Time Measurement. Response times to emergency requests shall be calculated as the actual elapsed time in minutes and seconds from the time 911 Dispatch relayed the call, nature of the request, and location of the patient to HALSTEAD's system to the time when HALSTEAD's first appropriate emergency vehicle arrives at the scene. Where multiple ambulances are sent to the same emergency incident, only the response time of the first ambulance to arrive at the scene will be counted. Where the patient is located in a residential, commercial or

industrial building or complex, the response time will be calculated to the time HALSTEAD's ambulance arrives at the specific building or entrance.

- B. Change in Priority Status. Where the priority code of an emergency call is changed in route to a call as the result of additional information received by the dispatcher prior to the arrival of the ambulance, the response time will be calculated for the latest assigned priority code, i.e., if the response priority is upgraded from a routine transport to an emergency response, the response time to the call will be calculated from the time the upgrade was requested.
- C. Exceptions. HALSTEAD and SEDGWICK recognize and agree that HALSTEAD is exempt from the response time measurement set forth in this Agreement in the following situations:
1. Severe weather conditions that would provide reason to believe that attempting to comply with the response time performance would be hazardous to the responders or others, or where the road or other weather conditions would not allow safe driving.
  2. During a disaster situation within the primary service area or neighboring communities.
  3. Where the original caller or the dispatcher is in error on the location.
- D. Emergency Preparedness. In the event of a disaster event, HALSTEAD will follow all applicable NIMS and Incident Management Standards and, to the extent the same are known and have been approved, the existing SEDGWICK Emergency Preparedness Plan.
- E. Staffing. HALSTEAD shall staff with at least two (2) Kansas certified medical technicians. The technician in the patient compartment during transport must be certified as an EMT. Further, HALSTEAD shall employ personnel to the ambulance service on a twenty-four (24) hour a day basis, and to provide a minimum of two (2) trained operators, to answer all calls as specified in this agreement with each ambulance.
- F. CPR/AED Training. HALSTEAD shall provide annual CPR/AED training for SEDGWICK Police and Fire Departments, and to monitor SEDGWICK's AED equipment to insure it is current and operationally compatible with HALSTEAD's equipment. Any replacement shall be at SEDGWICK's expenses as needed.
- G. Equipment. Utilize ambulance(s) which meet the minimum recommended specifications for vehicle and equipment as established by the State of Kansas Board of EMS and specified in Kansas Statute K.A.R. 109-2-8.

- H. Collections. The collection procedures utilized by HALSTEAD shall be legally acceptable and designed to maximize reimbursement through Medicare, Medicaid and other third party payers. Services will be billed under HALSTEAD's provider number. It is understood that HALSTEAD will be responsible for all ambulance billing for services provided within the jurisdictional limits of the City of Sedgwick, Kansas beginning with the first ambulance call after the start of the operations by HALSTEAD under this agreement. All accounts are receivable and collections prior to the start of HALSTEAD operations shall remain in control of HALSTEAD.
- I. Tax Forms. HALSTEAD agrees to provide year end 990's to SEDGWICK's Auditor upon request of SEDGWICK if and as needed.

## IX

### **Insurance -Hold Harmless and Indemnification-No Third Party Contract**

- A. HALSTEAD shall secure and maintain the following described insurance during the term of this Agreement, and shall name SEDGWICK as additional named insured and shall not commence work under this agreement until it has obtained said insurance and has submitted proof of said insurance to SEDGWICK or designee:
1. Worker's Compensation Insurance: HALSTEAD will provide statutory worker's disability compensation insurance pursuant to current Kansas law applicable to Worker's Compensation, as amended.
  2. Bodily Injury and property damage vehicle liability insurance of not less than \$500,000 combined single limit.
  3. Professional Liability of not less than \$1,000,000 for each person and not less than \$2,000,000 for each occurrence.
  4. Umbrella Liability of not less than \$1,000,000 for each occurrence.
- B. Both HALSTEAD and SEDGWICK agree to defend, hold harmless, and indemnify the other, their Governing Bodies, boards, officers and employees from any and all claims of liability, arising either directly or indirectly from HALSTEAD's performance or non-performance under this Agreement, including their reasonable, actual attorney fees.
- C. The legal relationship of the parties shall be that of HALSTEAD as Independent Contractor with SEDGWICK. The employees of either party shall not be considered an agent or employee of the other party for any purpose. It is expressly agreed that all staff or volunteers operating under HALSTEAD's service are agents, volunteers, or employees of HALSTEAD and are answerable only to supervisors, staff, or management of HALSTEAD. SEDGWICK shall provide any direction,

concerns, or issues through appropriate designees of HALSTEAD as shall from time to time be designated and identified to SEDGWICK.

- D. No third party benefit contract is intended between HALSTEAD and any of the citizens or visitors being served in SEDGWICK's jurisdictional limits.

## X

### **Referral of Ambulance Calls**

SEDGWICK agrees that all calls and dispatches for emergency medical service within the jurisdictional limits of the City of Sedgwick, Kansas shall be referred exclusively to HALSTEAD and will notify both Harvey and Sedgwick County 911 Dispatch that SEDGWICK has entered into an exclusive contractual arrangement with HALSTEAD.

## XI

### **Affirmative Action**

HALSTEAD, as required by law, shall not discriminate against a person to be serviced or an employer or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual preference, disability, height, weight, marital status, political affiliation or beliefs.

HALSTEAD shall adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination.

## XII

### **Legal Status**

Both HALSTEAD and SEDGWICK warrant that they are each a Kansas municipal corporation duly organized and existing under the laws of the State of Kansas and is presently and will continue during the term of this Agreement to be in good standing.

## XIII

### **Breach or Default**

If either party believes the other has committed a material breach or default with respect to the terms and conditions of this Agreement, then that party shall give written notice to the breaching or defaulting party which includes the specific alleged violations of the Agreement. The breaching or defaulting party then shall have thirty (30) days after receipt of such written notice to correct or remedy the alleged Agreement violations before any legal action may be taken by the non-breaching party.

XIV  
**Assignment of Agreement**

Neither HALSTEAD or SEDGWICK may assign nor transfer its obligations or rights under this Agreement nor any part thereof without the prior written consent of the other party. SEDGWICK agrees not to enter into any additional ambulance contracts with other municipalities without HALSTEAD's prior approval.

XV  
**Severability**

If any section, subsection, sentence, word or phrase of this Agreement is held invalid or unconstitutional for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions thereof.

XVI  
**Term**

- A. It is expressly understood and agreed between the parties hereto that this Ambulance Service Agreement shall begin on January 1, 2018 at 12:01 a.m. and continue for a term of three (3) calendar years through midnight on December 31, 2020 unless either party notifies the other in writing on or before July 1 of the calendar year of its intent not to continue the Agreement for the subsequent calendar year.
- B. Should SEDGWICK give written notice of its termination of participation in this Agreement, it is expressly agreed that such termination shall serve as a condition precedent which will serve to make the total amount due under the initial three (3) year term of Four Hundred Fifty Thousand Dollars (\$450,000.00) with any payment amounts previously made to HALSTEAD under the Agreement terms deducted from the total amount due.
- C. Should HALSTEAD be unable to perform for the initial three (3) year term, it is expressly agreed that such termination shall serve as a condition precedent which will require HALSTEAD to tender a single payment of Fifth Thousand Dollars (\$50,000.00) as remedial compensation to SEDGWICK.
- D. At the end of the three (3) year term of this Agreement, both parties shall cooperate in the transition away from their contractual relationship, unless a new agreement is reached between these parties regarding emergency medical services.
- E. It is expressly noted that in the event either City shall not annual affirm this agreement and provide for sufficient budget authority to provide for or pay for the



services agreed herein, that such party failing to do so shall promptly notify the other in writing of such event.

## XVII

### **Cross Termination and Default**

HALSTEAD and SEDGWICK agree that any termination or default or breach of this Ambulance Service Agreement shall also constitute a default in all other agreements between HALSTEAD and SEDGWICK. In the event of a termination, default or breach, the non-offending party shall be entitled to terminate all leases and contracts between it and the offending party at the non-offending party's sole discretion provided it has given the offending party (30) days of notification of default and the offending party has failed to cure the breach or default.

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**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year first written above.

CITY OF SEDGWICK, KANSAS

By: \_\_\_\_\_  
Lynne Vigil, Mayor

ATTEST:

\_\_\_\_\_  
Janise Enterkin, City Clerk  
[SEAL]

CITY OF HALSTEAD, KANSAS

By: \_\_\_\_\_  
William Ewert, Mayor

ATTEST:

\_\_\_\_\_  
Jamie A. Eberly, City Clerk  
[SEAL]