

## CONTRACT

This contract is made between Patton – Fuller Community Hospital (PFCH) and Gibb Medical Transport, Inc.

## RECITALS

Patton – Fuller Community Hospital is a full service hospital operating within the City of Kelsey. Occasionally, PFCH needs to have patients transported to or from the hospital grounds. Such transports are not of an emergency nature, but do require that the patient be monitored during transport, that appropriate equipment and medications are at hand in case the patient's condition worsens during transport and that special consideration is given to the patient's ambulatory abilities.

Gibb Medical Transport, Inc. is a duly licensed and insured ambulance company operating within the City of Kelsey and the surrounding county. Gibb has the equipment and personnel to provide emergency and non-emergency medical transport services.

## AGREEMENT

1. When PFCH has need of non-emergency medical transport, it will use Gibb, pursuant to the terms of this contract, if possible.
  - a. The non-emergency transports contemplated by this contract shall be to and from locations that are located within the City of Kelsey or no more than 10 miles from the City of Kelsey city limits.
  - b. If the patient insists on the use of a different medical transport company, PFCH may use an alternate ambulance company without breaching this contract.
  - c. If the patient's insurance carrier dictates the use of a different medical transport company, PFCH may use an alternate ambulance company without breaching this contract.

- d. If Gibb is unable to provide medical transport services at the time and place required by the needs of PFCH and its patient, PFCH may use an alternate ambulance company without breaching this contract.
2. PFCH will schedule non-emergency transports with Gibb at least 12 hours before the transport is to occur.
  - a. If a non-emergency transport is needed on less than 12 hours notice, PFCH will first offer the transport to Gibb with payment for said transport to be in accordance with the terms of this contract.
  - b. If Gibb is unable to accommodate the non-emergency transport on less than 12 hours advance notice, PFCH may use an alternate ambulance company for the transport and neither PFCH nor Gibb will be considered to have breached this contract.
3. For any non-emergency transports that Gibb performs under this contract, PFCH will pay Gibb the sum of \$400.00.
  - a. For billing purposes, the persons being transported by Gibb pursuant to this contract will remain the patients of PFCH. Gibb will not bill the patient, the patient's insurance company(ies) or Medicare/Medicaid.
  - b. If PFCH knows that a patient will require the administration of medications during transport, said medications will be delivered to the ambulance crew when the patient is picked up at the hospital or, if the patient is being moved to PFCH, the medications will be delivered prior to the ambulance picking up the patient.
  - c. If the patient being transported unexpectedly requires the administration of medications, Gibb will, if possible, use medications that are on the formulary approved by the patient's insurance provider. PFCH will reimburse Gibb for medications administered in this manner at the amount approved by the patient's insurance provider. If Gibb's actual cost for a medication is greater than that allowed by a patient's insurance provider, PFCH will not be responsible for the difference and Gibb will not pursue a claim against the patient or the patient's insurance provider.
  - d. In the event that Gibb has to use medical supplies while transporting a patient, PFCH will compensate Gibb for those supplies as follows:
    - i. To the extent that PFCH has similar or identical supplies on hand, Gibb's ambulance crew may restock their vehicle for those supplies used.
    - ii. If replenishment of the supplies used is not feasible, PFCH will reimburse Gibb for medical supplies used at the amount approved by the patient's insurance provider. If Gibb's actual cost for the supplies is greater than that allowed by a patient's insurance provider, PFCH will not be responsible for the difference and Gibb

will not pursue a claim against the patient or the patient's insurance provider.

4. Gibb will provide PFCH a weekly billing that reflects the patient identification information for all non-emergency transports performed during the past week, the name, amount and cost of any medications provided and administered by Gibbs during transports during the past week and an inventory of medical supplies used during the past week's transports, the offsets due to restocking through PFCH's stores and the costs of the un-replaced supplies.
  - a. Upon receipt of Gibb's billing, PFCH will have 2 weeks to process the flat fee payment for the non-emergency transports reflected on the billing.
  - b. Upon receipt of Gibb's billing, PFCH will bill the patient's insurance company for the cost of medications supplied and administered by Gibb and the cost of any supplies used and not replaced through PFCH's supply stores. The insurance billing will be done as dictated by PFCH usual process for such transactions.
  - c. PFCH will keep Gibb apprised of all communications and decisions relating to the insurance billing for medications and supplies that relate to the non-emergency transports performed under this contract.
  - d. When PFCH receives payment for any claims related to medications or supplies used by Gibb in the performance of transports under this contract, PFCH will have 2 weeks to tender payment of said amounts to Gibb.
5. The term of this contract will begin at 12 a.m. on January 1, 2010 and will end at 11:59 p.m. on December 31, 2011.
6. Prior to the start of this contract, Gibb will provide PFCH with proof that it is fully insured and in such liability amounts as is acceptable to PFCH. Gibb will indemnify and hold PFCH harmless from all claims made by patients or any third parties for damages or injuries sustained due to the actions of Gibb, any of employees or its equipment during the performance of actions pursuant to this contract.

Dated December 7, 2009.

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Gibb Medical Transport, Inc.  
Regelio Tuenge  
Operations Manager

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Patton-Fuller Community Hospital  
Kurt Tarner  
V.P. – Ancillary Services