

KANSAS RURAL HEALTH TRANSFORMATION PLAN
EMS TREATMENT IN PLACE/TRANSPORT TO ALTERNATIVE DESTINATION PROGRAM
EMS PARTICIPATION AGREEMENT

This EMS Participation Agreement (“Agreement”), by and between the UKHS Care Collaborative Association (“Care Collaborative”) and _____ (“EMS”) (collectively, the “Parties”), is effective on the date on which it is fully executed by the Parties (“Effective Date”).

WHEREAS, the Centers for Medicare & Medicaid Services (“CMS”) has entered into a Cooperative Agreement with the State of Kansas (“State”) under the federal Rural Health Transformation Program (“RHT Program”) to fund the implementation of the State’s Rural Health Transformation Plan (“Plan”) over the five-year term of the RHT Program; and

WHEREAS, Care Collaborative is responsible for administering the Program 4.3 of the Plan, EMS Treatment in Place/Transport To Alternative Destination Program (the “Transport Program”), to evaluate the impact of reimbursing rural EMS providers for treating patients in place and transporting patients to locations other than hospital emergency departments on access to and the quality and cost of care in rural communities (“Services”); and

WHEREAS, EMS desires to participate in the Transport Program on the terms and conditions specified in this Agreement to receive payment for Services.

NOW THEREFORE, in exchange for the mutual promises set forth herein, the Parties agree as follows:

1. The term of this Agreement is from the Effective Date to August 15, 2027. The Parties anticipate the State will receive additional funding from CMS and will continue the Transport Program during subsequent years of the RHT Program. The Parties intend to negotiate an amendment to this Agreement regarding EMS’ participation in the Transport Program after August 15, 2027.
2. Care Collaborative shall make timely payment from RHT Program funds to EMS of \$250.00 for each claim submitted by EMS listed under Code A0998 Ambulance Response and Treatment – No Transport upon confirmation of the following regarding the Services:
 - a. In response to a 911 call, a Kansas licensed or certified Emergency Medical Technician, Advanced Emergency Medical Technician, or Paramedic employed by or contracting with EMS (“Provider”) either:

- (i) furnished medically necessary evaluation and treatment using EMS equipment and supplies to an individual physically present in a rural area in Kansas at the time (as defined by the Federal Office of Rural Health Policy) who provided informed consent to such evaluation and treatment and, after the evaluation and treatment, the Provider and individual agreed (i) there was no medical emergency requiring transport, and (ii) the individual was stable and had the capacity to safely follow up with the individual's physician or other community resources; or
 - (ii) following on-scene evaluation of an individual physically present in a rural area in Kansas, recommended transportation to a location other than a hospital emergency department for treatment to which the individual gave informed consent and transportation to such location was provided by EMS.
 - b. Provider's decision to recommend to the individual treatment in place or transport to an alternative destination was made in accordance with (i) written protocols approved by Provider's medical director, or (ii) recommendation from a clinician who is licensed, registered, or certified by a state regulatory board and acting within their legally permitted scope of practice.
 - c. The Services were furnished in a manner consistent with EMS' and the Provider's state certification or licensure.
 - d. The Services were provided following the Effective Date and on or before August 1, 2027, and EMS submitted the claim for the Service to the Care Collaborative on or before August 15, 2027.
 - e. No insurance coverage is otherwise available for the Services (regardless of the amount of payment available under such coverage) and EMS has not sought payment from the individual or any other third party for the Service.
 - f. EMS has not billed or received payment from any third party for any other ambulance transport code on the same day for the same individual.
- 3. EMS shall deliver to Care Collaborative the following upon execution of this Agreement:
 - (i) signed and dated Form W-9; (ii) banking information for deposit of payments for Services; and (iii) contact information for a primary contact person with whom Care Collaborative will consult regarding matters relating to this Agreement.

4. EMS shall submit claims for Services to Care Collaborative in the form and manner and accompanied by supporting documentation as specified by Care Collaborative in writing delivered to EMS. EMS acknowledges Care Collaborative shall not be required to make any payment to EMS under this Agreement except from RHT Program funds received by Care Collaborative from the State. EMS acknowledges and agrees that EMS and its Providers shall remain solely responsible for any and all evaluation, treatment, and transportation decisions made in the provision of Services and that Care Collaborative's payment or non-payment of any claim for Services does not constitute approval or disapproval of such decisions.
5. For each claim for Services submitted to Care Collaborative pursuant to this Agreement, EMS shall certify the following:
 - a. EMS has adopted and maintains protocols regarding the provision of Services approved by the medical director at the local or state level on which the Provider has received adequate training and demonstrated competence.
 - b. EMS has reviewed the Services and determined the Services satisfy each of requirements specified in Section 1 of this Agreement.

EMS shall immediately return to Care Collaborative any payment made under this Agreement (i) upon EMS' determination any such certification was not accurate at the time such certification was made by EMS, or (ii) upon written demand from Care Collaborative to EMS based upon Care Collaborative's determination that such certification was not accurate the time such certification was made by EMS.

6. EMS warrants and represents that (i) EMS and all of its employees and agents are in good standing with CMS and have not been excluded, debarred, or suspended from participation in Medicare, Medicaid, or other federal programs; (ii) EMS and all of its employees and agents maintain all required state licenses, certifications, and accreditations necessary to furnish Services; and (iii) EMS maintains an effective compliance program. EMS acknowledges this Agreement shall terminate immediately and EMS shall not be entitled to receive payment under this Agreement if any warranty and representation made herein is not true upon execution of the Agreement or at any time in the future.

7. Modification and Termination.

- a. Any modification to the Agreement will not be effective without the express written agreement of all Parties, except that in the event of changes in any applicable statutes, regulations, or grant guidance regarding the use of Program funds, this Agreement shall be deemed to be amended when the statutory requirements are changed or when required to comply with any law or guidance so amended. Such modifications shall be effective as of the effective date of the statutory or regulatory change or the date the guidance is issued.
- b. EMS may terminate this Agreement by providing written notice to Care Collaborative at least thirty (30) days in advance of the effective date of termination.

8. General Provisions.

- a. *Dispute Resolution.* In the event of any dispute under this Agreement, the parties initially shall attempt to resolve the dispute informally by meeting as often as necessary during a thirty (30)-day period. If a good-faith effort to resolve the dispute has not produced a mutually agreeable resolution during the thirty (30)-day period, the parties may mutually agree to extend the time period in which to settle their dispute, and, if no such extension is agreed upon, either party may pursue its rights in a judicial proceeding.
- b. *Confidentiality.* Neither Care Collaborative nor EMS shall disclose to any unauthorized third party any confidential and proprietary information collected or exchanged pursuant to this Agreement (“Confidential Information”), unless such disclosure is (i) required by law; (ii) authorized in writing by the other party; or (iii) made to a party’s directors, managers, officers, employees, consultants, advisors, affiliates, counsel, and accountants (“Agents”) on an as-needed basis, but only if such Agent has agreed in writing to maintain confidentiality of such information.
- c. *Waiver.* The waiver by either party to this Agreement of any one or more defaults, if any, on the part of the other, shall not be construed as a waiver of any other future defaults, either under the same or different terms, conditions, or covenants contained in this Agreement.
- d. *Entire Agreement.* This Agreement, including all exhibits hereto, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous oral and written understandings or agreements. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

- e. *Notices.* All notices, requests, consents and other communications hereunder shall be in writing, shall be addressed to the receiving party's address set forth on the signature page to this Agreement, or to such other address as a party may designate by notice hereunder.
- f. *Required Terms.* The Parties agree that the use of RHT Program funds, as described in the Agreement, is subject to the applicable federal terms and conditions contained in 2 CFR 200 Appendix II – *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards* and the attached Exhibit A.

For Care Collaborative:

By: _____
(Signature)

Jodi Schmidt

Executive Director

Date: _____

Address: _____

For EMS:

By: _____
(Signature)

Name: _____
(Please Print)

Title: _____
(Please Print)

Date: _____

Address: _____

EXHIBIT A – MANDATORY FEDERAL TERMS

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Kansas, 3) a nongovernmental organization, or 4) a political subdivision of the state of Kansas with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contracted Party certifies to the best of its knowledge and belief, that it:

- (a)** is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Kansas;
- (b)** has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- (c)** has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (d)** is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2 (b). and Article 2(c), above; and
- (e)** has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Kansas, KDHE, all of their employees and officers, and the Department's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that KDHE is not a party, in any manner whatsoever, to any contract between the Care Collaborative and the contractor(s), engineer(s), attorney(s), equipment supplier(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The Care Collaborative and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the Care Collaborative or Contracted Party arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third-party beneficiaries under any agreement between KDHE and the Care Collaborative.

Upon execution of any contract between the Care Collaborative and any other party in regard to the project, KDHE does not assume any authorities, duties, responsibilities, or liabilities under such contract. The Care Collaborative and Contracted Party shall not have any authority to bind or otherwise obligate KDHE, directly or indirectly, under any contract or agreement between the Care Collaborative and any other party. The Care Collaborative, Contracted Party and its vendors acknowledge and agree that any action taken by KDHE in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

KDHE does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the Care Collaborative and any other party. The Care Collaborative and the Contracted Party acknowledge and agree that KDHE is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any KDHE reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the Care Collaborative and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, KDHE, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

- (a)** Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to KDHE prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to KDHE;
- (b)** No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to KDHE, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and
- (c)** Contracted Party provides KDHE a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the KDHE or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by KDHE, the Kansas State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

KDHE and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by KDHE, Contracted Party shall provide KDHE and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the KDHE or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by KDHE such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with KDHE or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

10. CLEAN AIR ACT

The Contracted Party agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The Contracted Party agrees to report each violation to KDHE and understands and agrees that KDHE will, in turn, report each violation as required to assure notification to CMS, and the appropriate Environmental Protection Agency Regional Office.

The Contracted Party agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by CMS.

11. FEDERAL WATER POLLUTION CONTROL ACT

The Contracted Party agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The Contracted Party agrees to report each violation to the KDHE and understands and agrees that the KDHE will, in turn, report each violation as required to assure notification to CMS, and the appropriate Environmental Protection Agency Regional Office.

The Contracted Party agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by CMS.

12. BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, the Contracted Party must sign and submit to the non-federal entity the following certification:

44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Care Collaboratives shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contracted Party certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contracted Party understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contracted Party's Authorized Official

Date

Printed Name

Title of Authorized Official

13. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

- (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FAR 52.204-25 and 2 CFR 200.216, Prohibitions on Expending CMS Award Funds for Covered Telecommunications Equipment or Services, as used in this clause—
- (b) Prohibitions.
- 1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - 2) Unless an exception in paragraph C of this clause applies, the Contracted Party and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from CMS to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - ii. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - iii. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

1) This clause does not prohibit Contracted Party from providing—

- i.** A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- ii.** Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2) By necessary implication and regulation, the prohibitions also do not apply to:

- i.** Covered telecommunications equipment or services that:
 - a)** Are not used as a substantial or essential component of any system; and
 - b)** Are not used as critical technology of any system.
- ii.** Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

1) In the event the Contracted Party identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contracted Party is notified of such by a subcontractor at any tier or by any other source, the Contracted Party shall report the information in paragraph (d)(2) of this clause to the Care Collaborative, unless elsewhere in this contract are established procedures for reporting the information.

2) The Contracted Party shall report the following information pursuant to paragraph (d)(1) of this clause:

- i.** Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

- ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contracted Party shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- (e) Subcontracts. The Contracted Party shall insert the substance of this clause, including paragraph (e), in all subcontracts and other contractual agreements.

14. DOMESTIC PREFERENCE FOR PROCUREMENTS

KDHE should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.