

**AGREEMENT BETWEEN
CITY OF LINCOLN, LANCASTER COUNTY
AND BRYAN MEDICAL CENTER**

I. INTRODUCTION.

This Agreement is between the City of Lincoln, Nebraska (CITY) and County of Lancaster (COUNTY), to include all agencies, departments, and divisions of each entity; and Bryan Medical Center (HOSPITAL).

This Agreement secures for the City and County discounted rates for lab services provided to employees with a high risk exposure and the exposing agent; and defined care provided to employees who suffered a work-related injury.

II. SERVICES AND COMPENSATION.

A. *LAB SERVICES*: The following shall apply when lab services are provided to an employee who has experienced a high risk exposure while at work and to testing the source individual:

1. The Hospital shall bill the proper employer, either City or County, at the Hospital's normal billed charges for the below specified testing services (AUTHORIZED SERVICES). The billed entity is only responsible to pay 60% of Hospital's normal billing charges for the authorized services. The Hospital agrees to accept 60% reduced payment (i.e. normal billing charge minus forty percent) for the following authorized services provided to the employee and/or source individual:
 - a. HIV-1AB (HIV);
 - b. Blood Specimen collection;
 - c. Hepatitis B surface antibody (HBSAB);
 - d. Complete Blood Count (CBC), automated (Hgb, Hct, RBC, WBC and platelet count), and automated differential WBC count;
 - e. Serum Pregnancy (hCG, qualitative);
 - f. ALT (SGPT);
 - g. Comprehensive Metabolic Panel (Na, K, Cl, CO₂, BUN, Creatinine, Calcium, Protein total, Globulin, A/G ratio, AST, ALT, Phosphate alkaline, Bilirubin total, Glucose); and
 - h. Rapid HIV antibody test;
 - i. Hepatitis B surface antigen (HBSAG);
 - j. Hepatitis C antibody (HCVAB); and
 - k. Hepatitis C RNA.
2. The parties agree that any separate physician charges are not included within the discount rate.
3. For authorized services provided to an entity's employee, the entity shall have sixty (60) days from receipt of billing to make payment to Hospital. If the billed entity does not make payment within the sixty (60) days, such entity shall pay the claim at 100% of the billed charges. Thus, the 60% discount does not apply.

The Hospital shall not bill the employee and/or employee's insurance for the difference between the Hospital's normal billing charges (100%) and the negotiated discount rate (60%). If any service is provided other than the authorized service(s), the City or County shall not be responsible for the costs of these services. The Hospital may bill the employee and/or the employee's insurance for any services provided that is not considered an authorized service as provided in this Agreement.

4. For authorized services provided to the source individual, the entity shall have sixty (60) days from receipt of billing to make payment to Hospital. If the billed entity does not make payment within the sixty (60) days, such entity shall pay the claim at 100% of the billed charges. Thus, the 60% discount does not apply.

The Hospital shall not bill the source individual and/or the individual's insurance for the difference between the Hospital's normal billing charges (100%) and the negotiated discount rate (60%). If any service is provided other than the authorized service(s), the City or County shall not be responsible for the costs of these services. The Hospital may bill the source individual and/or the source individual's insurance for any services provided that is not considered an authorized service as provided in this Agreement.

This section does not prohibit the entity from collecting the costs of the authorized services from the source individual and/or the source individuals' insurance. The Hospital shall not be entitled to any money recovered by the entity.

B. *WORK-RELATED INJURIES OR ILLNESSES*: The following shall apply when services are provided to an employee who has experienced a work-related injury or illness:

1. The Hospital agrees to accept payment from the City or County in the following negotiated amounts for services provided to an employee:
 - a. For inpatient services, the rate shall be the amount provided for Tier 1 Hospitals within the Nebraska Workers' Compensation Court Fee Schedule;
 - b. For outpatient services, the rate shall be the amount provided in the Nebraska Workers' Compensation Court Fee Schedule less 5% (discount);
 - c. For implantable devices, the rate shall be the amount provided in the Nebraska Workers' Compensation Court Fee Schedule when the implantable device(s) is not covered under the DRG payment methodology.

The negotiated amounts for services provided under this Agreement may be updated to reflect any required changes to the reimbursement methodology made by the Nebraska State Legislature or Workers' Compensation Court, where applicable to this Agreement.

2. The City or County shall have sixty (60) days from receipt of the billing to make payment to Hospital. If the billed entity does not make payment within the sixty (60) days, such entity shall pay the claim at 100% of the billed charges. If a requests for additional information is made within thirty (30) days of receipt of the bill, the sixty (60) days deadline shall be tolled until the additional information is received by the requesting entity.

For all claims accepted by the City or County, the Hospital shall not bill the employee and/or employee's insurance for the difference between the Hospital's normal billing charges (100%) and the negotiated discount rate, as provided in this section. The Hospital may collect from the employee and/or employee's insurance for any services determined not to be related to the work-related injury or illness.

- C. Non-exclusive. The parties agree that the City and/or County, and/or its employees, are not required by this Agreement to exclusively use any and all services of the Hospital. The Hospital recognizes any and all services may be provided by other healthcare providers.

III. TERM.

The term of this Agreement shall be for a period of four (4) years started November 1, 2012 and end on October 31, 2016.

IV. TERMINATION FOR CONVENIENCE.

Any party has the right to terminate this Agreement for any reason for its own convenience. The terminating party shall provide the other parties with ninety (90) days written notice of the termination.

V. BILLING & NOTICE ADDRESSES.

Any notice or notices required or permitted to be given pursuant to this Agreement may be served by certified mail, postage prepaid, return receipt requested, to the addresses provided below. Additionally, any and all questions and billings shall be sent to the addresses, where applicable, below:

CITY:
City of Lincoln
c/o Risk Manager
555 S. 10th Street, Suite 302
Lincoln, NE 68508
402-441-7671

HOSPITAL:
Bryan Medical Center
c/o Managed Care Services
2300 S. 16th Street
Lincoln, NE 68502
Contract: 402-481-4401
Billing: 402-481-5791

COUNTY:
Lancaster County
c/o Risk Manager
233 S. 10th Street, Suite 220
Lincoln, NE 68508
402-441-6510

VI. DUTIES GENERALLY.

The Hospital agrees as follows:

- A. To timely and professionally complete the services as described above, and to furnish their labor and pay all their own costs, including any taxes, required to complete their services.
- B. To furnish everything reasonably necessary to complete the services unless specifically provided otherwise in this Agreement.
- C. To apply for and obtain any and all necessary permits, certifications, licenses, variances, and approvals required by any applicable law or regulations that relate to the services.
- D. To conduct all activities related to the services in a lawful manner.
- E. Provide and perform all necessary labor in a professional and workmanlike manner and in accordance with the provisions of this Agreement.

VII. INDEPENDENT CONTRACTOR.

The City and County are interested only in the results produced by this Agreement. The Hospital has sole and exclusive charge and control of the manner and means of performance. The Hospital shall perform as an independent contractor and it is expressly understood that neither the Hospital nor any of its staff are employees of City or County, and, thus they are not entitled to any City or County benefits including, but not limited to, overtime, retirement benefits, workers' compensation, sick leave, or injury leave.

VIII. INSURANCE.

- A. Hospital shall maintain General Liability Insurance at its own expense during the life of this Agreement, naming and protecting Hospital and the City and County, its officials, employees and volunteers as insured, against claims for damages resulting from (a) all acts or omissions, (b) bodily injury, including wrongful death, (c) personal injury liability, and (d) property damage which may arise from operations under this Agreement whether such operations by Hospital and Hospital's employees, or those directly or indirectly employed by Hospital. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:
 1. All Acts or Omissions - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
 2. Bodily Injury/Property Damage - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
 3. Personal Injury Damage - \$1,000,000 each Occurrence; and
 4. Contractual Liability - \$1,000,000 each Occurrence; and
 5. Products Liability and Completed Operations - \$1,000,000 each Occurrence; and
 6. Medical Expenses (any one person) - \$10,000.
- B. The following shall be provided and attached to this Agreement by the Hospital:
 1. A Certificate of Insurance for its General Liability Insurance. The Hospital may present evidence of equivalent self-insurance in place of a certificate of insurance for General Liability Insurance.

2. Proof of Workers' Compensation Insurance, where appropriate.
- C. Hospital is required to provide the City and County with thirty (30) days notice of cancellation, non-renewal or any material reduction of insurance as required by this Agreement.

IX. INDEMNIFICATION.

To the fullest extent permitted by law, Hospital shall indemnify, defend and hold harmless the City and County, their officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of this Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by the intentional or negligent act or omission of Hospital, or anyone for whose acts any of them may be liable. This section will not require Hospital to indemnify or hold harmless the City or County for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City or County. The City and County do not waive their governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law.

To the fullest extent permitted by law, City and/or County shall indemnify, defend and hold harmless the Hospital, their officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of this Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by the intentional or negligent act or omission of City and/or County, or anyone for whose acts any of them may be liable. This section will not require City and/or County to indemnify or hold harmless the Hospital for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the Hospital.

This section survives any termination of this Agreement.

X. FAIR EMPLOYMENT.

The Hospital shall not discriminate against any employee (or applicant for employment) with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to the requirements of Lincoln Municipal Code Chapter 11.08, and *Neb. Rev. Stat.* § 48-1122, as amended.

XI. FAIR LABOR STANDARDS.

The Hospital shall maintain Fair Labor Standards in the performance of this Agreement, as required by Chapter 73, Nebraska Revised Statutes, as amended.

XII. NEBRASKA LAW.

This Agreement shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of law.

XIII. INTEGRATION, AMENDMENTS, ASSIGNMENT.

This Agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Agreement. This Agreement may be amended only by written agreement of the parties. This Agreement may not be assigned without the prior written consent of the other party.

XV. SEVERABILITY & SAVINGS CLAUSE.

Each section and each subdivision of a section of this Agreement is hereby declared to be independent of every other section or subdivision of a section so far as inducement for the acceptance of this Agreement and invalidity of any section or subdivision of a section of this Agreement shall not invalidate any other section or subdivision of a section thereof.

XVI. CAPACITY.

The undersigned person representing each party do hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind each party to this Agreement.

IN WITNESS WHEREOF, the Hospital, City, and County do hereby execute this Agreement.



Russ Gronewold
Bryan Medical Center
Vice President of Finance/CFO
1600 S. 48th Street
Lincoln, NE 68516

Chris Beutler
Mayor of Lincoln
555 South 10th Street
Lincoln, Nebraska 68508

10-9-12

Date of Signature

Date of Signature

BY THE BOARD OF COUNTY COMMISSIONERS OF LANCASTER COUNTY,
NEBRASKA

Approved as to form this _____ day of
_____, 2012.

Deputy County Attorney
for JOE KELLY
Lancaster County Attorney