

AGREEMENT
BETWEEN THE GRAND JUNCTION FIRE DEPARTMENT
AND COMMUNITY HOSPITAL

THIS AGREEMENT is entered into on May 14, 2013 by and between COLORADO WEST HEALTHCARE SYSTEM, dba COMMUNITY HOSPITAL (hereinafter referred to as "Community Hospital") and the GRAND JUNCTION FIRE DEPARTMENT (hereinafter referred to as "GJFD").

WHEREAS, Community Hospital is in the business of providing hospital services: and

WHEREAS, GJFD is in the business of providing ambulance and advanced life support professional services and is ready willing and able to supply such services upon a twenty-four (24) hour day, seven (7) day a week basis for Community Hospital patients and clients within the Grand Junction Ambulance Service Area as defined by the Mesa County EMS Resolution; and

WHEREAS, both parties desire to contract with the other for the respective benefit of each party;

WHEREAS, the benefits to the parties of this Agreement include, but are not limited to, cost-lowering practices, pre-scheduling transports, optimum use of slow times, streamlined processes, reduced billing costs, utilization of excess capacity, higher coordination of work, use of designated contact persons.

NOW, THEREFORE, in consideration of the premises, the mutual promises, covenants and undertakings herein contained, and for other good and valuable considerations, receipt whereof is hereby acknowledged, it is hereby understood, mutually agreed, and stipulated by and between the parties hereto as follows:

I. GENERAL AGREEMENT

A. Community Hospital agrees as follows:

1. Community Hospital agrees to utilize GJFD for all patient transports within the area defined in paragraph V herein. This shall include (but not by way of limitation) transports originating within the area and terminating outside the area. The Parties agree that if, on a given call for transport, GJFD has informed Community Hospital that GJFD is unable to transport, then Community Hospital may utilize another transport service, in accordance with the Mesa County Resolution.
2. Community Hospital agrees to provide patient information to GJFD to facilitate appropriate patient billing and tracking, including that necessary for any 3rd party billing.
3. Community Hospital acknowledges that both parties are Covered Entities as defined by the Health Insurance Portability and Accountability Act (HIPAA) regulations (45CFR Parts 160, 162, and 164) and that each shall comply with the terms of all applicable HIPAA regulations.
4. Scheduling of Services:

For those patients requiring immediate care and transport, Community Hospital shall access EMS services through the 911 call center.

When ambulance transport can be pre-scheduled up to 30 minutes in advance, the GJFD non-emergent number shall be used 242-HELP (4357).

The parties agree that the physicians or other authorized providers exercise independent medical judgment when making clinical decisions regarding the urgency of transport, and that patient care/safety considerations will prevail in determining appropriateness of the need and timing of transport.

The Parties will attempt to schedule non-urgent transports out of the area during regular business hours, with notice to ensure crew availability. Community Hospital will attempt to schedule same-day transportation before 10:00 a.m. with a pickup time prior to 12:00 p.m. on that day. Certain conditions may delay the GJFD's ability to provide same day service. In those situations Community Hospital may utilize another transport service in accordance with the Mesa County EMS Resolution.

If Community Hospital requests a transport that is outside the above agreed times, the GJFD may without recourse, accept or decline the transport.

Community Hospital may provide appropriate staff, at Community Hospital's cost, if the GJFD cannot provide the appropriate crew configuration.

GJFD will be available for emergent flight team transfers (by ground) from Community Hospital and returned to Community Hospital. Earliest possible notification is requested to ensure crew availability. Weather conditions will be taken into account to ensure crew and passenger safety. These emergent transfers should be set up through the 242-4357 phone number.

B. GJFD agrees as follows:

1. GJFD agrees to provide ambulance transport for Community Hospital patients within the area upon request from the patient and/or his/her treating physician. Said transports shall include the provision of ambulance transportation, Advanced Life Support (ALS), or Basic Life Support (BLS), as required, in compliance with all state and local requirements.
2. GJFD acknowledges that both parties are Covered Entities as defined by the Health Insurance Portability and Accountability Act (HIPAA) regulations (45CFR Parts 160, 162, and 164) and that each shall comply with all applicable HIPAA regulations.
3. GJFD agrees to have appropriate state and local licenses and a certified crew to operate the ambulances for the purposes of this agreement.
4. GJFD agrees to maintain its ambulances and equipment in good mechanical condition and to maintain the patient care compartment in acceptable sanitary condition at all times, according to law and standards of practice.

5. In the event that GJFD is unable to promptly provide urgent ambulance transport pursuant to this Agreement, Community Hospital may utilize another transport service in accordance with the Mesa County EMS Resolution.
6. GJFD agrees to maintain for seven years, the following records:
 - a) Name of the patient
 - b) Nature of the call
 - c) Time the call was received
 - d) Time the ambulance arrived for the patient
 - e) Time the ambulance departed with the patient
 - f) Patient destination
 - g) Time the ambulance arrived at its destination
 - h) Time the service was completed
7. GJFD agrees to maintain, in full force and effect during the term of this Agreement, comprehensive automobile liability insurance, and general and professional liability insurance coverage in the amount in excess of the Colorado Governmental Immunity Act limits of 150k/600k. In addition, GJFD shall maintain in full force and effect appropriate coverage pursuant to state workers' compensation laws.
8. Contractor represents and warrants that Contractor et al, its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs"); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services and have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement and Contractor shall immediately notify CWHS of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give CWHS the right to terminate this Agreement immediately for cause.

II. BILLING

- A. GJFD shall bill Community Hospital for all patient transports requested by Community Hospital and designated as a Community Hospital contract transport, at the agreed rate for all Community Hospital Contract patient transports. Community Hospital contract patient transports will include those transports which are the responsibility of Community Hospital as defined under the Federal rules, Medicare and Medicaid inpatient transports and other transports so designated by Community Hospital written pre-authorization, such as but not limited to transport of patients because of Community Hospital equipment unavailability.
- B. For Medicaid patients, non-emergent transportation must be authorized through the third party administrator for non-emergent transports. GJFD shall be primarily responsible for securing the necessary pre-authorization. Community Hospital acknowledges that it may be required, from

time to time, to provide additional information to the third party administrator in order to facilitate the pre-authorization process, and agrees to do so.

- C. The parties further agree that GJFD shall bill the patient or the patient's third party payor for all patient transports requested by Community Hospital and designated as a private pay. GJFD will bill insurance for covered services; co-pay, deductible and non-payable amounts will be billed directly to the patient. The parties agree and understand that in order for GJFD to bill Medicare for ambulance transportation, the transports must meet the standards for medical necessity set forth in Medicare rules and regulations.
- D. The following rates shall apply to Ambulance Transports billed to Community Hospital under this Agreement:
 - 1. The all inclusive rate for ambulance transports within the geographic area defined in Paragraph V below will be billed at the Medicare allowable rates for the applicable level of service and for mileage.
 - 2. Immediate response transports (those requested through 911 or for emergent flight team transfers) will be billed at the Medicare "emergent" rates for the level of service provided.
 - 3. Pre-scheduled transports (those requested through GJFD's seven digit number, 242-4357) with an expectation of an up to 30 minute response will be billed at the Medicare "non-emergent" rates for the level of service provided.
- E. GJFD shall bill all transports designated as private pay to the patient or the patient's third party payor at its usual and customary rates.
- F. All billing will be on a net thirty (30) day basis from the date of receipt of invoice. Discrepancies shall be brought to GJFD attention within ten (10) working days of receipt of invoice. In the absence of a good faith questioning of an invoice, failure to provide payment within the thirty (30) day period shall result in re-billing of the invoice at usual and customary rates.
- G. Grand Junction Fire Department Ambulance Fee Schedule (Exhibit 1) and Medicare allowable fee schedule (Exhibit 2) are attached and incorporated by this reference as if fully set forth herein. The Parties acknowledge that Medicare allowable fees are updated annually, and agree that Exhibit 2 will be updated accordingly on an annual basis. GJFD will notify Community Hospital in writing of any Medicare rate increases or GJFD Ambulance Fee Schedule rate increases at least thirty (30) days in advance of any such increases.
- H. Upon reasonable notice GJFD shall allow Community Hospital to audit all patient records and billing records maintained by GJFD, to confirm that the levels of service provided and billed by GJFD for patient transports provided under this agreement are appropriate.

III. MEDICARE ACCESS CLAUSE

For the purpose of implementing Section 11861(v) (I) (I) of the Social Security Act, as amended, and any corresponding regulations, both parties shall comply with statutory requirements governing the

maintenance of documentation of cost of services rendered pursuant to this Agreement. The Parties shall: (i) until the expiration of four (4) years after the furnishing of any service pursuant to this Agreement, both parties will make available, upon written request of the Secretary of Health and Human Services, or upon request of the Comptroller General of the United States, or any of their duly authorized representatives, copies of this Agreement and any books, documents, records and other data of either party that are necessary to certify the nature and extent of costs incurred by Community Hospital or the GJFD for such service; and (ii) if either party carries out any duties under this Agreement under a sub-contract with a related organization involving a value or cost of \$10,000 or more over a twelve (12) month period, either party will cause such sub-contract to contain a clause to the effect that, until the expiration of four (4) years after the furnishing of any service pursuant to said sub-contract, the related organization will make available, upon written request of the Secretary of Health and Human Services, or upon request of the Comptroller General of the United States, or any of their duly authorized representatives, copies of said sub-contract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs.

IV. TERM

The Agreement shall be effective upon its execution by both parties and shall remain in full force and effect for the initial term of one (1) year. Thereafter, this Agreement shall be automatically extended for successive one (1) year terms. All terms and provisions of this Agreement shall continue in full force and effect during the initial term, as well as any extension period(s), unless otherwise modified in writing with the same formality as this Agreement and signed by both parties to this Agreement. Either party may terminate this Agreement with or without cause by giving the other party sixty (60) days written notice.

V. GEOGRAPHIC AREA

This Agreement shall be in full force and effect for all Community Hospital transports within the Grand Junction Ambulance Service Area, as described in the Mesa County EMS Resolution. Any reference in this Agreement to "area" shall mean the area defined in this paragraph.

VI. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns provided, however, that this Agreement shall only be assignable by GJFD with the express written consent of Community Hospital, such consent shall not be unreasonably withheld.

VII. INDEPENDENT CONTRACTOR STATUS

In the performance of services rendered pursuant to this Agreement, and for all purposes hereof, it is mutually understood and agreed that the GJFD is an independent practitioner and not an employee of Community Hospital. Nothing in this Agreement is intended nor construed to create a partner relationship, an employer-employee relationship, a joint venture relationship, a lease or landlord-tenant relationship, or to allow Community Hospital either to have or to exercise control, direction or supervision over the professional manner or methods by which the GJFD performs the services which are the subject matter of this Agreement. The GJFD shall provide Community Hospital with satisfactory proof of Worker's compensation benefits. In the event the United States Internal

Revenue Service should question or challenge the independent contractor status of the GJFD with respect to Community Hospital, GJFD shall respond to any IRS inquiries in a manner consistent with this paragraph.

VIII. ETHICAL RESPONSIBILITIES

GJFD agrees to, in the exercise of its obligations under this Agreement, conduct all activities in compliance with applicable laws and regulations, promote the highest standards of ethics and integrity, maintain confidentiality of patient information, avoid conflicts of interest, refrain from accepting or soliciting gifts, favors or other improper inducements, and exercise responsible stewardship of Community Hospital property and resources. GJFD acknowledges that Community Hospital may terminate this Agreement in the event GJFD fails to uphold these standards of conduct in all services rendered under this Agreement.

Contractor represents and warrants that Contractor has received the CWHS False Claims Act Policy and agrees to abide by the Policy as it relates to its performance of its duties under the Agreement with Colorado West HealthCare System (CWHS). Contractor also represents and warrants that it has received the CWHS Code of Conduct and agrees to abide by that code in its business relationship with CWHS.

IX. ATTORNEY'S FEES

In the event of any legal action arising under the terms of this Agreement or by reason of asserted breach hereof, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney's fees incurred in enforcing or in attempting to enforce any of the terms or conditions of this Agreement. This provision concerning the payment of attorney's fees and costs shall include any cost incurred prior to the commencement of legal action and all costs and expenses, including reasonable attorney's fees incurred in any appeal from any action brought to enforce the terms and conditions of this Agreement.

X. NOTICE

Any notice, payment, report, or other document required by this Agreement shall be mailed, or delivered to the contact person at their respective addresses:

Name:	Community Hospital
Street Address:	2021 North 12 th Street
	Grand Junction, CO 81501
Telephone:	970-256-6272
Fax:	970-256-6515
Attention:	Contract Manager, Finance
Name:	Grand Junction Fire Department
Street Address:	625 Ute Ave
	Grand Junction, CO 81501
Telephone:	970.244-1412
Fax:	970.244-1478
Attention:	John Hall
Title:	Health and Safety Chief

Contact persons and addresses may be changed by giving written notice of such change to the other party.

XI. SEVERABILITY

In the event that any term or provision of this Agreement is, by any arbitrator or court of competent jurisdiction, held to be illegal, unconscionable, or in conflict with any law of any state where enforcement of this Agreement is sought, or any public policy thereof, the validity of the remaining portion or provisions shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

XII. CONTROLLING LAW

The interpretation and enforcement of this Agreement shall be consistent with the laws of the state of Colorado. In addition, the parties agree that if any legal action is commenced for enforcement of any term of this Agreement, said action shall be commenced in the Mesa County or District Courts.

XIII. WAIVER OR MODIFICATION

No waiver or modification of this Agreement or of any term or provision shall be valid unless in writing and executed by the parties to this Agreement.

XIV. COMPLETE AGREEMENT

This Agreement contains the complete agreement concerning the subject matter of this Agreement between the parties and shall, as of the effective date hereof, mutually terminate and supersede all agreements between the parties regarding the same subject matter. The parties stipulate that neither of them has made any representations with respect to the subject matter of the Agreement other than those representations made in this Agreement. The parties hereto further acknowledge that any statement or representation that may have heretofore been made by either of them to the other is of no effect, and that neither of them has relied thereon in connection with its dealings with the other.

XV. EXECUTION OF ADDITIONAL INSTRUMENTS

Each party shall, at any time, and from time to time, at the other's request, execute, acknowledge, and deliver any instruction or conveyance that may be necessary or proper to carry out the provisions of this Agreement.

XVI. WAIVER AND SURVIVAL

The failure of either party to insist upon strict compliance by the other with respect to any of the terms and conditions of this Agreement shall not be construed as a waiver, nor shall such course of action deprive such party of the right thereafter to require strict adherence to the terms and provisions of this Agreement.

XVII. HEADINGS AND CAPTIONS

The headings and captions used in this Agreement are for the convenience of reference only, and do not form a part of this Agreement.

XVIII. AGREEMENT READ AND UNDERSTOOD

The parties hereto have read and understand this entire instrument and acknowledge that they both have had competent legal counsel available to them in their review and execution of said Agreement.

COMMUNITY HOSPITAL

By (Signature): Chris Thomas

Name: Chris Thomas

Title: President & CEO

Date: 5/23/13

GRAND JUNCTION FIRE DEPARTMENT

By (Signature): Ken Watkins

Name: Ken Watkins

Title: Fire Chief

Date: May 14, 2013