

**only from the jail*

*per Becky 4.11.07
Medicaid
rates
apply for
the contract.*

AGREEMENT
BETWEEN
THE GRAND JUNCTION FIRE DEPARTMENT
AND
Mesa County Sheriff's Department

THIS AGREEMENT is entered into on this (date) **October 10, 2006** by and between Mesa County Sheriff's Department (hereinafter referred to as "MCSD") and THE GRAND JUNCTION FIRE DEPARTMENT (hereinafter referred to as "GJFD").

WHEREAS, MCSB is in the business of providing Law Enforcement and Jail 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 on behalf of MCSD 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. MCSD agrees as follows:

1. MCSD agrees to utilize GJFD for all patient transports within the subject area as defined in paragraph IV herein.

2. The parties agree that GJFD shall bill MCSD for all patient transports requested by MCSD and designated as a MCSD contract transport. The parties further agree that GJFD shall bill the patient or the patient's third party payer for all patient transports requested by MCSD and designated as a private pay. Requests for transport not specified as MCSD contract or private pay will be clarified with a phone call or fax from GJFD to MCSD .
3. MCSD agrees to provide patient information to GJFD to facilitate appropriate patient billing and tracking, including that for any 3rd party billing.
4. MCSD agrees to follow all applicable confidentiality standards
5. Scheduling of Services:

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

Where ambulance transport can be pre-scheduled at least 30 minutes in advance, the GJFD non-emergent number shall be used (242-HELP)

Transports out of the geographic area shall be scheduled during regular business hours and may be performed the next day.

B. GJFD agrees as follows:

1. GJFD agrees to provide ambulance transport for MCSD patients within the subject area upon request from a duly authorized MCSD staff member. 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 agrees to have appropriate state and local licenses and a certified crew to operate the ambulance vehicles for the purpose of transporting all MCSD patients.
3. GJFD agrees to maintain its vehicles 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.

4. In the event that GJFD is unable to promptly provide ambulance transport pursuant to this Agreement, GJFD agrees to make arrangements for appropriate vehicles from alternate ambulance providers through mutual aid agreements, to transport MCSD patients.
5. GJFD agrees to maintain for seven years, as a minimum record of each transport, the following:
 - 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;
6. GJFD agrees to maintain, in full force and effect during the term of this Agreement, comprehensive automobile liability insurance, and general liability in an amount equal to or greater than that required by state and local law and authorities. In addition, GJFD shall maintain in full force and effect appropriate coverage pursuant to state workers' compensation laws.

II. BILLING

- A. GJFD shall bill MCSD at the agreed rate for all MCSD patient transports.
- B. The following rates shall apply Ambulance Transports under this Agreement:
 1. The all inclusive rate for ambulance transports within the geographic area defined in Paragraph IV 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) will be billed at the "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 "non-emergent" rates for the level of service provided.

4. Ambulance transportation outside of the geographic area defined in Paragraph IV below will be billed at a 30% discount rate off usual and customary GJFD fees and mileage.
- C. 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. M/A
 - D. 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. Failure to provide payment within the thirty (30) day period shall result in re-billing of the invoice at usual and customary rates.

III. 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.

IV. GEOGRAPHIC AREA

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

V. 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 MCSD, such consent shall not be unreasonably withheld.

VI. 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.

VII. 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: Grand Junction Fire Department
Street Address: 330 South 6th Street
Grand Junction, CO 81501
Telephone: 970-244-1400
Fax: 970-244-1471
Attention: John Howard
Title: EMS Division Cheif

Name: Mesa County Sheriff's Department
Street Address: PO Box 20000-5107
Grand Junction, CO 81502
Telephone: 970-244-3382
Fax: 970-
Attention: Sue Grimsby
Title:

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

VIII. 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.

IX. 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.

X. 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.

XI. 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, supersede all agreements between the parties to 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. 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.

MESA COUNTY SHERIFF'S DEPARTMENT

By (Signature): Susan Grimsby, R.N., M.S.

Name: Susan Grimsby

Title: Health Services Adm.

Date: 10-23-06

THE GRAND JUNCTION FIRE DEPARTMENT

By (Signature): Jim Light

Name:

Title:

Date:

NOTE: This bill has been prepared for the signature of the appropriate legislative officers and the Governor. To determine whether the Governor has signed the bill 2003 or taken other action on it, please consult the legislative status sheet, the legislative history, or the Session Laws.

An Act

SENATE BILL 03-141

BY SENATOR(S) Tapia, Entz, Grossman, Jones, Kester, Sandoval, Taylor, and Groff;
also REPRESENTATIVE(S) Salazar, Vigil, Butcher, McFadyen, Paccione, Spradley, and Williams S..

CONCERNING PERSONS CONVICTED OF A CRIME, AND, IN CONNECTION THEREWITH, WAIVING CERTAIN FEES, ESTABLISHING REIMBURSEMENT RATES FOR MEDICAL CARE, AND AUTHORIZING MEDICAL CARE AT STATE HOSPITALS.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. 18-1.3-701 (1), Colorado Revised Statutes, is amended to read:

18-1.3-701. Judgment for costs and fines. (1) Where any person, association, or corporation is convicted of an offense, or any juvenile is adjudicated a juvenile delinquent for the commission of an act that would have been a criminal offense if committed by an adult, the court shall give judgment in favor of the state of Colorado, the appropriate prosecuting attorney, or the appropriate law enforcement agency and against the

Capital letters indicate new material added to existing statutes; dashes through words indicate deletions from existing statutes and such material not part of act.

offender or juvenile for the amount of the costs of prosecution, the amount of the cost of care, and any fine imposed. No fine shall be imposed for conviction of a felony except as provided in section 18-1.3-401. Such judgments shall be enforceable in the same manner as are civil judgments, and, in addition, the provisions of section 16-11-101.6, C.R.S., and section 18-1.3-702 apply. A COUNTY CLERK AND RECORDER MAY NOT CHARGE A FEE FOR THE RECORDING OF A TRANSCRIPT OR SATISFACTION OF A JUDGMENT ENTERED PURSUANT TO THIS SECTION. Any judgments collected pursuant to this section for fees for interpreters appointed pursuant to section 13-90-204, C.R.S., and reimbursed pursuant to section 13-90-210, C.R.S., shall be remitted to the division of rehabilitation in the department of human services.

SECTION 2. 13-32-104 (1) (g), Colorado Revised Statutes, is amended to read:

13-32-104. Additional fees of clerks of courts. (1) In addition to the fees provided in sections 13-32-101, 13-32-103, and 13-32-105 (1), the following fees shall be paid to the clerk of the court by the party ordering the same:

(g) For preparing and issuing a transcript of judgment, a fee of ten dollars; EXCEPT THAT THIS FEE SHALL NOT BE CHARGED FOR A JUDGMENT ENTERED PURSUANT TO SECTION 18-1.3-701, C.R.S.;

SECTION 3. 17-26-104.5, Colorado Revised Statutes, is amended BY THE ADDITION OF THE FOLLOWING NEW SUBSECTIONS to read:

17-26-104.5. Medical visits - charge to persons in custody - provider charges - state hospitals. (1.3) A PROVIDER OF MEDICAL CARE THAT RECEIVES ANY STATE MONEY, INCLUDING BUT NOT LIMITED TO PROVIDERS THAT RECEIVE MONEY FROM THE MEDICAL ASSISTANCE PROGRAM ESTABLISHED IN ARTICLE 4 OF TITLE 26, C.R.S., OR THE PROGRAM FOR THE MEDICALLY INDIGENT ESTABLISHED IN ARTICLE 15 OF TITLE 26, C.R.S., SHALL CHARGE A COUNTY FOR MEDICAL CARE PROVIDED TO A PERSON IN CUSTODY IN A COUNTY JAIL:

(a) AT THE SAME RATE THAT THE PROVIDER IS REIMBURSED FOR SUCH SERVICES BY THE MEDICAL ASSISTANCE PROGRAM; OR

(b) IF THE PROVIDER IS NOT REIMBURSED BY THE MEDICAL ASSISTANCE PROGRAM, AT THE HIGHEST RATE THAT THE PROVIDER IS REIMBURSED IN WHOLE OR IN PART WITH STATE MONEYS IN ANY OTHER PROGRAM.

(1.5) (a) IF ECONOMICAL, A COUNTY SHERIFF MAY TRANSPORT A PERSON HELD IN CUSTODY IN A COUNTY JAIL TO THE COLORADO MENTAL HEALTH INSTITUTE AT PUEBLO FOR MEDICAL TREATMENT. WITHIN THE BED AND MEDICAL CAPACITY OF THE FACILITY, THE COLORADO MENTAL HEALTH INSTITUTE AT PUEBLO SHALL PROVIDE MEDICAL CARE TO A PERSON HELD IN CUSTODY IN A COUNTY JAIL. THE COUNTY IN WHICH THE PERSON WAS HELD SHALL BE RESPONSIBLE FOR THE PAYMENT TO THE HOSPITAL FOR MEDICAL COSTS INCURRED BY A PERSON IN CUSTODY, BUT, IF SUCH COSTS ARE NOT REPAID TO THE COUNTY BY THE PERSON IN CUSTODY, SUCH COSTS CONSTITUTE A MEDICAL TREATMENT CHARGE THAT MAY BE COLLECTED AS PROVIDED FOR IN SUBSECTION (1) OF THIS SECTION.

(b) NOTWITHSTANDING THE PROVISIONS OF PARAGRAPH (a) OF THIS SUBSECTION (1.5), THE MENTAL HEALTH INSTITUTE AT PUEBLO SHALL CHARGE A COUNTY THE ACTUAL COSTS OF THE MEDICAL CARE PROVIDED TO A PERSON HELD IN CUSTODY. THE CHARGES SHALL COVER THE FULL DIRECT AND INDIRECT COSTS OF THE CARE PROVIDED AS DETERMINED BY GENERALLY ACCEPTED ACCOUNTING PRINCIPLES. THE GENERAL ASSEMBLY SHALL INCLUDE WITHIN THE APPROPRIATION FOR THE GENERAL MEDICAL DIVISION OF THE INSTITUTE AN AMOUNT EQUAL TO THE ESTIMATED REIMBURSEMENTS TO BE RECEIVED FROM COUNTIES PURSUANT TO THIS PARAGRAPH (b).

SECTION 4. Effective date. This act shall take effect at 12:01 a.m. on the day following the expiration of the ninety-day period after final adjournment of the general assembly that is allowed for submitting a referendum petition pursuant to article V, section 1 (3) of the state constitution; except that, if a referendum petition is filed against this act or an item, section, or part of this act within such period, then the act, item,

section, or part, if approved by the people, shall take effect on the date of the official declaration of the vote thereon by proclamation of the governor.

John Andrews
PRESIDENT OF
THE SENATE

Lola Spradley
SPEAKER OF THE HOUSE
OF REPRESENTATIVES

Mona Heustis
SECRETARY OF
THE SENATE

Judith Rodrigue
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES

APPROVED _____

Bill Owens
GOVERNOR OF THE STATE OF COLORADO