

EMS TRANSPORT AGREEMENT
BETWEEN THE GRAND JUNCTION FIRE DEPARTMENT
AND ST. MARY'S HOSPITAL & MEDICAL CENTER, INC.

THIS EMS TRANSPORT AGREEMENT ("Agreement") is entered into on this 1st day of February, 2011 (the "Effective Date") by and between ST. MARY'S HOSPITAL & MEDICAL CENTER, INC. ("SMH") and THE GRAND JUNCTION FIRE DEPARTMENT ("GJFD"); each a "Party" and collectively, the "Parties."

WHEREAS, SMH is in the business of providing hospital and medical center 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 SMH 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; and

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, and 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. SMH agrees as follows:

1. Subject to (a) the preference and discretion of a patient or a patient's representative, (b) the treating physician's orders for the necessary equipment and level of personnel for any particular transport, and (c) the provisions of Section I.A.4 below, SMH agrees to utilize GJFD as its preferred provider for all non-emergent and non-urgent patient transports within the area defined in Section 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 SMH that GJFD is unable to transport due to capacity, insurance pre-approval, weather or road conditions, then SMH may utilize another transport service, in accordance with the Mesa County EMS Resolution.
2. SMH agrees to provide patient information to GJFD to facilitate appropriate patient billing and tracking, including that necessary for any 3rd party billing.
3. SMH 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.

4. Scheduling of Services:

For those patients requiring immediate care and transport, SMH 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).

Non-urgent transports out of the area shall be scheduled during regular business hours and shall require notice to ensure crew availability. When SMH desires same-day transportation, SMH will use best efforts to schedule the non-emergent or non-urgent transport before 10:00 a.m. and a pickup time no later than 12:00 pm on that day. Certain conditions may delay GJFD's ability to provide same day service, such as, but not limited to, weather or road conditions, insurance or payment pre-approval or high system demands. In those situations SMH may utilize another transport service in accordance with the Mesa County EMS Resolution.

If SMH requests a transport that is outside the above agreed times, GJFD may without recourse accept or decline the transport. If the transport is accepted, GJFD may charge SMH the GJFD's per diem rate (exhibit 3).

GJFD will be available for emergent flight team transfers (by ground) from SMH and returned to SMH. 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 SMH patients within the area upon request from the patient or the patient's representative and/or the patient's treating physician and/or a duly authorized SMH staff employee. 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.
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; and
- 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 liability in an amount equal to or greater than that required by state and local law and authorities, which amounts may also be controlled by the provisions of the Colorado Governmental Immunity Act. In addition, GJFD shall maintain in full force and effect appropriate coverage pursuant to state workers' compensation laws.

II. BILLING

- A. GJFD shall bill SMH for all patient transports requested by SMH and designated as a SMH contract transport, at the agreed rate for all SMH contract patient transports. SMH contract patient transports will include those transports which are the responsibility of SMH as defined under the Federal rules, Medicare and Medicaid inpatient transports and other transports so designated by SMH written pre-authorization, including but not limited to transport of patients because of SMH equipment failure.
- B. For Medicaid patients, non-emergent transportation must be authorized through LogistiCare, the third party administrator for non-emergent transports. GJFD shall be primarily responsible for securing necessary pre-authorization. SMH acknowledges that it may be required, from time to time, to provide additional information to LogistiCare 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 payer for all patient transports requested by SMH 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.
- D. 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.
- E. The following rates shall apply to Ambulance Transports billed to the patient or SMH (as the case may be) under this Agreement:
 - 1. The all inclusive rate for ambulance transports within the geographic area defined in Section 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.
- F. 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.
- G. All billing to SMH for charges that are to be paid by SMH will be on a net thirty (30) day basis from the date of receipt of invoice; provided, however, that any charges payable by SMH to GJFD for which SMH is to be reimbursed will be due no later than thirty (30) days after SMH receives its reimbursement payment. Discrepancies shall be brought to GJFD attention within ten (10) business days of receipt of invoice.

- H. GJFD Ambulance Fee Schedule for non-Medicare Reimbursement (Exhibit 1) and GJFD Ambulance Fee Schedule for Medicare Reimbursement (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 at the time of any such Medicare fee update. GJFD will notify SMH of any Medicare rate increases. The Parties will mutually agree on any rate increases for the GJFD Ambulance Fee Schedule for non-Medicare Reimbursement.

III. MEDICARE ACCESS CLAUSE

For the purpose of implementing Section 1861(v)(1)(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 SMH or 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 commence on the Effective Date and shall remain in full force and effect for an initial term of one (1) year. Thereafter, this Agreement shall be automatically renewed 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 renewal 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 without penalty by giving the other Party sixty (60) days written notice.

V. GEOGRAPHIC AREA

This Agreement shall be in full force and effect for all SMH 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 Section V.

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 SMH, 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 GJFD is an independent contractor and not an employee of SMH. 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 SMH either to have or to exercise control, direction or supervision over the professional manner or methods by which GJFD performs the services which are the subject matter of this Agreement. GJFD shall provide SMH with satisfactory proof of Worker's compensation coverage. In the event the United States Internal Revenue Service should question or challenge the independent contractor status of GJFD with respect to SMH, GJFD shall respond to any IRS inquiries in a manner consistent with this Section VII.

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 SMH property and resources. GJFD acknowledges that SMH may terminate this Agreement in the event GJFD fails to uphold these standards of conduct in all services rendered under this Agreement.

IX. ATTORNEYS' 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 attorneys' fees incurred in enforcing or in attempting to enforce any of the terms or conditions of this Agreement. This provision concerning the payment of attorneys' fees and costs shall include any cost incurred prior to the commencement of legal action and all costs and expenses, including reasonable attorneys' 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: St. Mary's Hospital & Medical Center, Inc.
Street Address: 2635 North 7th Street
Grand Junction, CO 81501
Telephone: 970.255.1896
Fax: 970.244.6121
Attention: Contract Manager, Finance

With copy to: Sisters of Charity of Leavenworth Health System, Inc.
Attention: General Counsel
Street Address: 9801 Renner Boulevard, Suite 100
Lenexa, KS 66219

Name: Grand Junction Fire Department
Street Address: 330 South 6th Street
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 any county, state, district or federal court residing in Mesa County, Colorado.

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, 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.

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.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have duly executed this Agreement as of the Effective Date.

ST. MARY'S HOSPITAL & MEDICAL CENTER, INC.

By (Signature): Cherie L. Gorby

Name: Cherie L. Gorby

Title: EUP/COO

Date: 6/20/2011

THE GRAND JUNCTION FIRE DEPARTMENT

By (Signature): Kenneth Watkins

Name: Kenneth Watkins

Title: Fire Chief

Date:

Exhibit 1

City of Grand Junction Ambulance Fee Schedule for Non-Medicare Reimbursement

Medicare Code	Description	Charge
AO428	Basic Life Support Non-Emergent	\$647.00
AO429	Basic Life Support Emergent	\$647.00
AO426	Advanced Life Support Non-emergent	\$882.00
AO427	Advanced Life Support One	\$882.00
AO433	Advanced Life Support Two	\$882.00
AO434	Specialty Care (SCT)	\$961.00
AO425	Ground Mileage	\$12.00
AO420	Standby Events	
	ALS Ambulance	\$100/hour
	BLS Ambulance	\$80/hour
	PM	\$50/hour
	EMT-B	\$40/hour

Exhibit 2

City of Grand Junction Contract Ambulance Service Rates for Medicare Reimbursement

When applicable, and with appropriate contracts in place, the following rates apply for patient transfer services. Note; contracted rates follow the Medicare Allowable rates.

Medicare Code	Description	Medicare Allowable Charge
AO428	Basic Life Support Non-Emergent	\$215.27
AO429	Basic Life Support Emergent	\$344.43
AO426	Advanced Life Support Non-emergent	\$258.32
AO427	Advanced Life Support One	\$409.01
AO433	Advanced Life Support Two	\$591.99
AO434	Specialty Care (SCT)	\$699.63
AO425	Ground Mileage	\$6.93

Exhibit 3

City of Grand Junction Work Related Expenses-Authorized Rates

	Meals	Rate
1	Breakfast	\$7.00
2	Lunch	\$11.00
3	Dinner	\$18.00
4	Lodging	Current rate
	Detailed receipts will be provided	