

AGREEMENT
BETWEEN
THE GRAND JUNCTION FIRE DEPARTMENT
AND
HOSPICE & PALLIATIVE CARE OF WESTERN COLORADO

THIS AGREEMENT is entered into on this (date) **September 15th, 2006** by and between Hospice & Palliative Care of Western Colorado (hereinafter referred to as "H&PCoWC") and THE GRAND JUNCTION FIRE DEPARTMENT (hereinafter referred to as "GJFD").

WHEREAS, H&PCoWC is in the business of providing Hospice and Palliative Care 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 H&PCoWC 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. H&PCoWC agrees as follows:

1. H&PCoWC 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 H&PCoWC for all patient transports requested by H&PCoWC and designated as a H&PCoWC 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 H&PCoWC and designated as a private pay. Requests for transport not specified as H&PCoWC contract or private pay will be clarified with a phone call or fax from GJFD to H&PCoWC .
3. H&PCoWC agrees to provide patient information to GJFD to facilitate appropriate patient billing and tracking, including that for any 3rd party billing.
4. H&PCoWC retains responsibility for the professional management of all hospice patients, including the assessment and admission to care and the provision of hospice services as required by federal regulation and state licensure.
5. H&PCoWC agrees to follow all applicable confidentiality standards
6. Scheduling of Services:

For those patients requiring immediate care and transport, H&PCoWC 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.

7. H&PCoWC will provide education as needed and requested to GJFD and GJFD employees regarding the philosophy of Hospice and Palliative care.

B. GJFD agrees as follows:

1. GJFD agrees to provide ambulance transport for H&PCoWC patients within the subject area upon request from a duly authorized H&PCoWC 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 H&PCoWC patients. Said licenses will be available for review upon request.
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 H&PCoWC 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. Proof of insurance shall be made available to H&PCoWC upon commencement of this agreement and automatically upon renewal of any and all such insurance.
 - Other conditions: The GJFD will work closely and cooperatively with H&PCoWC and H&PCOWC staff to coordinate services.

II. BILLING

- A. GJFD shall bill H&PCoWC at the agreed rate for all H&PCoWC Contract 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.
- 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 H&PCoWC 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 H&PCoWC, 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 6 th Street Grand Junction, CO 81501
Telephone:	970-244-1400
Fax:	970-244-1471
Attention:	John Howard
Title:	EMS Division Chief

Name: Hospice & Palliative Care of Western Colorado
Street Address: 2754 Compass Drive, Suite 377
Grand Junction, CO 81506
Telephone: 970-257-2363
Fax: 970-257-2400
Attention: Terri Walter RN, MSN
Title: Senior Vice President, Chief Operating Officer

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.

HOSPICE & PALLIATIVE CARE OF WESTERN COLORADO

By (Signature): Christy Whitney

Name: Christy Whitney

Title: CEO/President

Date: 10-31-06

THE GRAND JUNCTION FIRE DEPARTMENT

By (Signature): Jim D. Hill

Name:

Title:

Date: