

October 18, 2024

Cheryl Campbell, Town Administrator/Town Clerk  
Town of Garden City  
621 27th Street Road  
Garden City, CO 80631

**SUBJECT: Detainee Medical 2025 Quote, Plan Information, Acceptance Form and Participant Agreement**

Dear Cheryl:

Enclosed is a 2025 Detainee Medical Coverage Program quotation, Plan Information summary and Participation Agreement. Coverage is placed through a master program specially designed and negotiated for CIRSA with Sirius America Insurance Company.

We are pleased to advise that Sirius American Insurance Company has agreed to continue with the 2024 pricing and deductible changes for the 2025 program rating structure. This is resulting in the same premium and deductible that they approved for 2024.

The Plan Information provides a general summary of the coverage. All coverages are governed by the terms, conditions, exclusions, and limitations stated in the applicable coverage documents. **The enclosed Plan Information summary should not be relied on as a substitute for review of those documents.** If the enclosed information is not adequate for you to decide about participating in the coverage for 2025, please do not hesitate to contact your underwriting representative.


If you wish to purchase this optional coverage for 2025, complete the Notice of Acceptance/Rejection of Quotation and Participation Agreement and return these documents to CIRSA. Coverage will be bound once approved by Sirius American Insurance Company.

This quote is for coverage, with a proposed effective date of January 1, 2025, through December 31, 2025. You may purchase this coverage at any time during the year and the premium will be pro-rated based on the actual effective date of coverage. **However, CIRSA must receive your acceptance letter and Participation Agreement at least five (5) working days prior to your proposed effective date of coverage.**

<b>This coverage is optional. Your entity is not required to purchase this coverage.</b>
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**For coverage effective January 1, 2025, please return the Participation Agreement and Notice of Acceptance/Rejection of Quotation form no later than Friday, November 22, 2024.**

Sincerely,



Debbie Coleman  
Senior Underwriting Representative



**2025 DETAINEE MEDICAL COVERAGE  
NOTICE OF ACCEPTANCE/REJECTION OF QUOTATION**

**The Town of Garden City**

☐ does wish to purchase Detainee Medical coverage, per the attached completed Participation Agreement, for the annual premium of **\$1,061.00** effective January 1, 2025 through December 31, 2025, with a deductible of \$500.

☐ does not wish to purchase Detainee Medical coverage at this time.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

<p style="text-align: center;">Signature must be that of the Mayor, Manager, Clerk, or equivalent (such as President of a Special District).</p>
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<p style="text-align: center;">This is NOT a bill. A separate invoice will be sent.</p>
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### **2025 DETAINEE MEDICAL COVERAGE PLAN (Optional)**

**Coverage:** If a person is injured while being taken into police custody, they are typically transported to a hospital or other medical care facility for treatment. The facility then often seeks to recover the medical expenses from the law enforcement agency. The statutes and case law are not entirely settled as they pertain to municipal liability for such expenses. Since CIRSA's current coverages do not include medical benefits coverage for these expenses, we are offering this optional Detainee Medical Coverage program.

This optional coverage provides limited medical expense benefits to an individual who is taken into custody by the participating member's law enforcement agency or law enforcement officer and who is injured by the member's law enforcement officer in the course of being placed in custody.

This coverage does not include expenses for treatment at a clinic within a jail operated by the member or for other excluded expenses.

<b><u>Limits:</u></b>	\$250,000	benefit maximum for injuries per covered accident
	\$500,000	annual aggregate per law enforcement agency
	\$5,000,000	policy aggregate (all members)

<b><u>Deductible:</u></b>	\$500	Entities with population between 0-4,999
	\$1,250	Entities with population between 5,000 – 14,999
	\$2,500	Entities with population between 15,000 – 49,999
	\$3,750	Entities with population between 50,000 – 59,999
	\$5,000	Entities with population between 60,000 – 69,999
	\$7,500	Entities with population between 70,000 – 99,999
	\$12,500	Entities with population between 100,000 – 149,999

**Eligible Persons:** An Eligible Person is an individual who is in the Custody of a Participating Law Enforcement Agency (LEA), or Law Enforcement Officer (LEO) and who is injured by a LEO of a Participating Law Enforcement Agency in the course of being placed into Custody.

Claims: International Assurance of Tennessee (IAT) administers the claims. A Claim form will be provided. The completed claim form, any unpaid bills, and arrest records should be sent directly to:

International Assurance of Tennessee (IAT)  
Email: [claims@iatmgu.com](mailto:claims@iatmgu.com)

**If you have any questions regarding claims, please call IAT at (615) 790-6908.**

This information is provided only as a general summary of the coverages that apply or are available to CIRSA members. All coverages are governed by the terms, conditions, exclusions, and limits stated in Group Policy Number SEM-16.1-1000CO and any certificate issued to a participating public entity. **This summary should not be relied on as a substitute for review of those documents. If there is any conflict between this information and the policy or the certificate, the policy or the certificate, as appropriate, will be the controlling document.**

**SIRIUS AMERICA INSURANCE COMPANY**

140 Broadway New  
York, NY 10005

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**PARTICIPATION AGREEMENT**

**Town of Garden City**, a Public Entity established under the laws of the State of Colorado, hereby requests participation in the plan of Blanket Limited Benefit Health Insurance sponsored by the Colorado Intergovernmental Risk Sharing Agency (the Policyholder) and underwritten by Sirius America Insurance Company (Sirius America). The Public Entity requests participation for the purpose of insuring the following Law Enforcement Agency:

**Town of Garden City**

(Municipality)

The Public Entity agrees to be bound by all terms and conditions of the Policy and any Certificate of Insurance issued to it. The Public Entity acknowledges that the Policy is available for inspection by contacting the Policyholder.

The Public Entity understands that:

1. the insurance offered will only be the coverage provided for under the Policy issued to the Policyholder;
2. no insurance will become effective without the written approval of Sirius America;
3. if the Public Entity's participation agreement is approved by Sirius America, coverage under the Policy and any issued Certificate of Insurance will:
  - a. be provided to individuals who are in the Custody of a Participating Law Enforcement Agency, or Law Enforcement Officer and who are injured by a LEO of a Participating Law Enforcement Agency in the course of being placed into Custody; and
  - b. be effective as of the approval date;
4. any fraud or intentional misrepresentation in connection with this request may result in the denial of a claim or the rescission of coverage; and
5. no agent has the authority to alter or amend the Policy or any Certificate of Insurance or to bind Sirius America by making any promise or representation.

The Public Entity further agrees:

- a. to furnish any information that Sirius America requests that is reasonably related to the proper administration of the Policy;
- b. that benefits payable under the Policy are solely governed by the terms and conditions of the Policy and any issued Certificate of Insurance;
- c. that the Public Entity may withdraw its participation in the plan of insurance and cancel coverage under the Policy upon 31 days' prior written notice to the Policyholder and Sirius America;
- d. that failure by the Policyholder to remit premium amounts when due will automatically result in the cancellation of insurance provided under the Policy and any issued Certificate of Insurance, effective as of the due date or last day of any applicable grace period, whichever is later.

**Acknowledgement** As a duly authorized representative of the undersigned Public Entity, I offer assurances that all statements, answers and any other information provided to Sirius America at its request will, to the best of my knowledge and belief, be true and complete. I understand and agree that (a) this agreement will be part of the issued policy, (b) no information given to or acquired by any representative of Sirius America will bind it, unless it is in writing and attached to this agreement, (c) no waiver or modification will bind Sirius America unless it is in writing and is signed by an executive officer of the company, and (d) only those persons eligible under the terms of an issued policy or Certificate of Insurance will be insured.

**Fraud Warning** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Dated at** \_\_\_\_\_ **on the** \_\_\_\_\_ **day of** \_\_\_\_\_, **20** \_\_\_\_\_

\_\_\_\_\_  
*Signed by Authorized Representative*

\_\_\_\_\_  
*Title*