AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contract for Services; Saint Joseph Hospital – SCL

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: BOCC & St. Joseph's Hosptial

Term Begins: **Term Ends:** 6/29/2016 **Grant Contract #:**

Summary:

Contract with St. Joseph's Hospital for specific services at Medicaid rate. Client enrolls in WWC program with WWC/DHHS. If needed, client referred to outside provider for services. Provider sends invoice to WWC/DHHS and this is charged to WWC grant.

Fiscal Impact: fully covered by WWC grant

Submitted by: C. Worrall **Submitter's Email Address:** cworrall@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
no concerns

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 1/29/2016

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 1/29/2016 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 1/29/2016

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 2/2/2016

Revised April 2015

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES ("Contract") is entered into on this 28th day of July, 2015 by and between the Board of County Commissioners of the County of Gunnison, Colorado ("Gunnison County") and Saint Joseph Hospital - SCL Health ("Saint Joseph's").

I. RECITALS

WHEREAS, the Gunnison County Department of Health and Human Services ("GCDHHS") and Saint Joseph's support the objectives of the Colorado Department of Public Health and Environment ("CDPHE") Women's Wellness Connection ("WWC") program; and

WHEREAS, it is in the public's best interests to provide services to patients through the WWC program; and

WHEREAS, GCDHHS and Saint Joseph's intend to participate in the WWC program.

II. AGREEMENT

NOW THEREFORE, in consideration of the Recitals and the mutual covenants and obligations hereinafter set forth, the parties agree to the following:

1. Term.

The term of this Contract shall commence on the date first set forth above and shall terminate on June 29, 2016, unless extended by mutual written agreement of the parties 30 days prior to the expiration date or otherwise terminated or replaced as provided herein.

2. Services.

A. This Contract pertains only to the highlighted services and procedures identified in the chart titled "Medicare Rates and CPT Codes – Updated January 2015 Women's Wellness Connection Reimbursable Services and Procedure for January 1, 2015 - June 29, 2016" attached hereto and incorporated herein by reference as Appendix "A". Any additional procedure and/or service provided beyond those highlighted in Appendix "A" is beyond the scope of this Contract.

B. Saint Joseph's agrees to participate in providing services and procedures to patients screened by GCDHHS, as part of the WWC program and as highlighted in Appendix "A".

C. GCDHHS agrees to assume all responsibility for tracking, follow-up and case management of patients referred to Saint Joseph's.

D. Saint Joseph's agrees to provide test results and recommendations no later than 7 days from the date of the completed service to GCDHHS.

E. Saint Joseph's will send all reports and invoices to GCDHHS.

F. It is the responsibility of GCDHHS to submit reports to the CDPHE and WWC

G. On an annual basis, GCDHHS and Saint Joseph's will review this Contract and verify current Medicare rates.

3. Expenses and Reimbursement.

A. Saint Joseph's agrees to provide the services and procedures at the reimbursement rate highlighted and identified in Appendix "A". Saint Joseph's is aware that there are no funds available to GCDHHS to provide any services and procedures beyond those listed in Appendix "A".

B. Saint Joseph's agrees not to bill the patient for any additional charges beyond the state reimbursement rate (Medicare rate) as identified in Appendix "A".

C. If there is an additional service and/or procedure provided by Saint Joseph's it shall be as agreed upon between the patient and Saint Joseph's with an identified payment rate and at the patient's expense.

D. Saint Joseph's will be reimbursed by GCDHHS on a monthly basis, upon receipt of invoice for services.

4. Independent Contractor.

In carrying out its obligations and activities under this Contract, Saint Joseph's is acting as an independent contractor and not as an agent, partner, joint venture or employee of Gunnison County. Saint Joseph's does not have any authority to bind Gunnison County in any manner whatsoever.

Saint Joseph's acknowledges and agrees that Saint Joseph's is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Saint Joseph's is obligated to pay federal and state income tax on any moneys paid it related to the services.

5. Indemnification.

Saint Joseph's agrees to indemnify, defend and hold harmless Gunnison County, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of Saint Joseph's or its employees, subcontractors or agents in connection with this Contract.

This provision shall survive any termination or expiration of this Contract with respect to any liability, injury or damage occurring prior to such termination.

6. Discrimination.

Saint Joseph's agrees not to discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. Saint Joseph's shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, Saint Joseph's shall comply with such enforcement procedures as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

7. Immigration Compliance Certification.

Saint Joseph's certifies that does not and will not knowingly Contract with or employ illegal aliens to work under this Contract.

Saint Joseph's certifies that Saint Joseph's has required its subcontractors to certify that they do not knowingly Contract with or employ illegal aliens to work under this Contract.

Saint Joseph's certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.

Saint Joseph's agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment.

Saint Joseph's agrees to comply with the provisions of C.R.S. 8-17.5-101 et seq.

8. ADA Compliance.

Saint Joseph's assures Gunnison County that at all times during the performance of this Contract no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied benefits of the service, programs, or activities performed by Saint Joseph's, or be subjected to any discrimination by Saint Joseph's upon which assurance Gunnison County relies.

9. Miscellaneous.

SEVERABILITY. If any clause or provision of this Contract shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

AMENDMENT. No amendment, alteration, modification of or addition to this Contract shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Contract is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

10. Delegation and Assignment.

This is a personal services Contract with Saint Joseph's and, therefore, Saint Joseph's shall not delegate or assign its duties under this Contract without the prior written consent of Gunnison County which consent Gunnison County may withhold in its discretion. Subject to the foregoing, the terms, covenants and conditions of this Contract shall be binding on the successors and assigns of either party.

11. Notices.

Any notice, report, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by fax, e-mail or certified first class U.S. mail, postage prepaid, addressed as follows:

GCDHHS: Gunnison County Department of Health and Human Services
WWC Program, Attn: Jill Stahlnecker
225 N. Pine Street, Suite E
Gunnison, Colorado 81230
Telephone: 970-641-7637
Fax: 970-641-8346
Email: jstahlnecker@gunnisoncounty.org

Saint Joseph's: Saint Joseph Hospital - SCL Health
1375 E. 19th Avenue
Denver, CO 80218
Telephone: 303-812-2000
303-318-3400
Email: www.saintjosephdenver.org

12. Termination.

Either party shall have the right to terminate this Contract at any time, with or without cause upon thirty (30) days prior written notice to the other.

13. Governing Law.

This Contract shall be governed by and interpreted in accordance with the laws of the State of Colorado. Exclusive jurisdiction and venue for any legal proceedings related to this Contract shall be in the State District Court governing Gunnison County, Colorado.

14. Counterparts: Facsimile Transmission.

This Contract may be executed by facsimile and/or in any number of counterparts, any or all of which my contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

15. Entire Contract.

This Contract contains the entire Contract between the parties hereto with respect to the subject matter herein and supersedes any and all prior Contracts, proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date set forth above.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Paula Swenson, Chairperson

ATTEST:

_____
Deputy County Clerk

SAINT JOSEPH HOSPITAL - SCL HEALTH

By: _____

Barbara Fahn
(Name)