AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contract for Services; St. Mary's Hospital & Medic

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: BOCC & St. Mary's Hospital

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

Summary:

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

Fiscal Impact: TBD--covered through WWC grant

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

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns from Finance. ln

Reviewed by: Discharge Date: 3/23/2016

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

Comments:
ok - gs

Reveiwed by: Discharge Date: 3/23/2016 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/25/2016

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

Agenda Date: 4/5/2016

Revised April 2015

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES ("Contract") is entered into on this_____day of _____, 2015 by and between the Board of County Commissioners of the County of Gunnison, Colorado ("Gunnison County") and St. Mary's Hospital & Medical Center, Inc., a Colorado non-profit corporation ("St. Mary's").

I. RECITALS

WHEREAS, the Gunnison County Department of Health and Human Services ("GCDHHS") and St. Mary'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 St. Mary'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. St. Mary'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 St. Mary's.

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

E. St. Mary'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 St. Mary's will review this Contract and verify current Medicare rates.

3.Expenses and Reimbursement.

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

B. St. Mary'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 St. Mary's it shall be as agreed upon between the patient and St. Mary's with an identified payment rate and at the patient's expense.

D. St. Mary'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, St. Mary's is acting as an independent contractor and not as an agent, partner, joint venturer or employee of Gunnison County. St. Mary's does not have any authority to bind Gunnison County in any manner whatsoever.

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

5.Indemnification.

St. Mary'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 St. Mary'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.

St. Mary'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. St. Mary'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, St. Mary'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.

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

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

St. Mary'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.

St. Mary'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.

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

8. ADA Compliance.

St. Mary'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 St. Mary's, or be subjected to any discrimination by St. Mary'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 St. Mary's and, therefore, St. Mary'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

St. Mary's: St. Mary's Hospital & Medical Center, Inc.
2635 N. 7th Street
Grand Junction, CO 81501
Telephone: 970-298-2273
800-458-3888
Email: www.stmarygj.org

With copy to:

SCL Health
Legal Division

500 Eldorado Blvd, Ste 4300
Broomfield, CO 80021

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

ST. MARY'S HOSPITAL & MEDICAL CENTER, INC.,
a Colorado non-profit corporation

By:_____

_____

(Name)

Medicare Rates and CPT Codes - Updated June 2015

Women's Wellness Connection Clinical Services

Reimbursable Services and Procedures for January 1, 2015- June 29, 2016

Listed below are allowable procedures and the corresponding CPT codes for use in the Women's Wellness Connection Clinical Services program. These rates are based on information found on the Centers for Medicare and Medicaid website, http://www.cms.gov. Rates are incorported into the program's Bundled Payment System (BPS). Codes are provided to show what services are covered through WWC Clinical Services and to aid in negotiating subcontracts.

Reimbursement for treatment services is not allowed.

CPT CODES	OFFICE VISITS	End Notes	2016 CO Rates	2016 Prof (26)	2016 Tech (TC)
99203	New Patient: *detailed* history, exam, straightforward decision-making; 30 minutes		$110.12		
99204	New Patient: *comprehensive* history, exam, moderate complexity decision-making; 45 minutes	1	$167.39		
99214	Established Patient: *detailed* history, exam, moderately complex decision-making; 25 minutes		$109.22		
99213	Established Patient: *expanded* history, exam, straightforward decision-making; 15 minutes		$73.53		
CPT CODES	**BREAST SCREENING AND DIAGNOSTIC SERVICES**	**End Notes**	**2016 CO Rates**	**2016 Prof (26)**	**2016 Tech (TC)**
77057	Screening Mammogram, Bilateral (2 view film study of each breast)		$83.37	$35.99	$47.38
77055	Mammography, Diagnostic Follow-up, Unilateral		$90.96	$35.99	$54.97
77056	Mammography, Diagnostic Follow-up, Bilateral		$116.95	$44.62	$73.32
76098	Radiological examination, surgical specimen		$16.62	$8.28	$8.34
76641	Ultrasound, complete examination of breast including axilla, unilateral		$110.50	$37.81	$72.69
76642	Ultrasound, limited examination of breast including axilla, unilateral		$90.99	$35.30	$55.70
76942	Ultrasonic guidance for needle placement, imaging supervision and interpretation		$61.33	$33.83	$27.50
19000	Puncture aspiration of cyst of breast		$116.02		
19001	Puncture aspiration of cyst of breast, each additional cyst, *used with 19000*		$27.81		
19100	Breast biopsy, percutaneous, needle core, not using imaging guidance		$156.15		
19101	Breast biopsy, open, incisional		$351.43		
19120	Excision of cyst, fibroadenoma or other benign or malignant tumor, aberrant breast tissue, duct lesion, nipple or areolar lesion; open; one or more lesions		$509.78		
19125	Excision of breast lesion identified by preoperative placement of radiological marker; open; single lesion		$566.85		

APPENDIX A

19126	Excision of breast lesion identified by preoperative placement of radiological marker, open: *each additional lesion separately identified by a preoperative radiological marker*		$170.00		
CPT CODES	**BREAST SCREENING AND DIAGNOSTIC SERVICES**	**End Notes**	**2016 CO Rates**	**2016 Prof (26)**	**2016 Tech (TC)**
19081	Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; stereotactic guidance; first lesion	8	$681.39		
19082	Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous, stereotactic guidance; each additional lesion	8	$558.65		
19083	Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; ultrasound guidance; first lesion	8	$666.46		
19084	Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; ultrasound guidance; each additional lesion	8	$537.70		
19085	Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous, magnetic resonance guidance; first lesion	8	$1,053.49		
19086	Breast biopsy, with placement of localization device and imaging of biopsy specimen, percutaneous; magnetic resonance guidance; each additional lesion	8	$840.74		
19281	Placement of breast localization device, percutaneous; mammographic guidance, first lesion	9	$245.56		
19282	Placement of breast localization device, percutaneous; mammographic guidance; each additional lesion	9	$172.01		
19283	Placement of breast localization device, percutaneous; stereotactic guidance; first lesion	9	$279.90		
19284	Placement of breast localization device, percutaneous, stereotactic guidance; each additional lesion	9	$207.07		
19285	Placement of breast localization device, percutaneous, ultrasound guidance, first lesion	9	$456.69		
19286	Placement of breast localization device, percutaneous; ultrasound guidance; each additional lesion	9	$388.18		
19287	Placement of breast localization device, percutaneous; magnetic resonance guidance; first lesion	9	$893.10		
19288	Placement of breast localization device, percutaneous; magnetic resonance guidance, each additional lesion	9	$717.12		
10021	Fine needle aspiration without imaging guidance		$152.91		
10022	Fine needle aspiration with imaging guidance		$145.24		
88172	Cytopathology, evaluation of fine needle aspirate; immediate cytohistologic study to determine adequacy of specimen(s)		$57.26	$37.35	$19.91
88173	Cytopathology, evaluation of fine needle aspirate; *interpretation and report*		$152.81	$72.50	$80.31
88305	Surgical pathology, gross and microscopic examination		$73.50	$39.13	$34.37
88307	Surgical pathology, gross and microscopic examination; requiring microscopic evaluation of surgical margins		$308.91	$86.19	$222.73
G0202	Screening Mammogram, Digital, Bilateral		$136.14	$35.62	$100.52
G0204	Diagnostic Mammogram, Digital, Bilateral		$165.75	$44.62	$121.12
G0206	Diagnostic Mammogram, Digital, Unilateral		$130.72	$35.62	$95.10
400	Anesthesia for procedures on the integumentary system, anterior trunk, not otherwise specified. Medicare Base Units = 3	3	(see end note)		
77053	Mammary ductogram or galactogram, single duct		$58.86	$18.35	$40.51

77058	Magnetic Resonance Imaging, breast, with and/or without contrast, unilateral REQUIRES WWC PREAPPROVAL.	7	$548.42	$83.87	$464.56
77059	Magnetic Resonance Imaging, breast, with and/or without contrast, bilateral REQUIRES WWC PREAPPROVAL	7	$542.64	$83.87	$458.77
Various	Pre-operative testing: CBC, urinalysis, pregnancy test, etc. These procedures should be medically necessary for the planned surgical procedure.				
CPT CODES	**CERVICAL SCREENING AND DIAGNOSTIC SERVICES**	**End Notes**	**2016 CO Rates**	**2016 Prof (26)**	**2016 Tech (TC)**
88164	Cytopathology (conventional Pap test), slides cervical or vaginal reported in Bethesda System, manual screening under physician supervision		$14.42		
88165	Cytopathology (conventional Pap test), slides cervical or vaginal reported in Bethesda System, manual screening and rescreening under physician supervision		$14.42		
88141	Cytopathology (conventional Pap test), cervical or vaginal, any reporting system, *requiring interpretation by physician*		$31.99		
88142	Cytopathology (liquid-based Pap test) cervical or vaginal, collected in preservative fluid, automated thin		$27.57		
88143	Cytopathology, cervical or vaginal, collected in preservative fluid, automated thin layer preparation: manual screening and rescreening under physician supervision	10	$27.57		
88174	Cytopathology, cervical or vaginal, collected in preservative fluid, automated thin layer preparation; screening by automated system, under physician supervision	10	$29.08		
88175	Cytopathology, cervical or vaginal, collected in preservative fluid, automated thin layer preparation: screening by automated system and manual rescreening, under physician supervision	10	$36.05		
87624	Human Papillomavirus (HPV) high-risk types	4	$47.76		
57452	Colposcopy of the cervix		$112.06		
57454	Colposcopy of the cervix, with biopsy and endocervical curettage		$157.17		
57455	Colposcopy of the cervix, with biopsy		$147.10		
57456	Colposcopy of the cervix, with endocervical curettage		$138.40		
57460	Colposcopy with loop electrode biopsy(s) of the cervix Requires WWC Preapproval Unless Done After HSIL or AIS Pap test.	5	$289.09		
57461	Colposcopy with loop electrode conization of the cervix Requires WWC Preapproval unless done after HSIL or AIS Pap test.	5	$327.45		
57500	Cervical biopsy, single or multiple, or local excision of lesion, with or without fulguration (separate procedure) Use this code for cervical polyp removal		$131.20		
57505	Endocervical curettage (not done as part of a dilation and curettage)		$104.45		
57520	Conization of cervix, with or without fulguration, with or without dilation and curettage, with or without repair; cold knife or laser	5	$314.96		
57522	Loop electrode excision procedure	5	$269.97		
58100	Endometrial sampling (biopsy) with or without endocervical sampling (biopsy), without cervical dilation, any method (separate procedure). Only for diagnostic purposes following AGC Pap.		$111.63		
58110	Endometrial sampling (biopsy) performed in conjunction with colposcopy (List separately in addition to code for primary procedure). Only for diagnostic purposes following AGC Pap.		$49.50		

88305	Surgical pathology, gross and microscopic examination		$73.50	$39.13	$34.37
88331	Pathology consultation during surgery, first tissue block, with frozen section(s), single specimen		$104.06	$64.63	$39.43
88332	Pathology consultation during surgery, each additional tissue block, with frozen section(s)		$45.73	$31.97	$13.76
G0461	Immunohistochemistry or immunocytochemistry, per specimen; first stain		$88.99	$30.86	$58.13
G0462	Immunohistochemistry or immunocytochemistry, per specimen; each additional stain		$68.88	$12.56	$56.32
99070	Supplies and materials (except spectacles), provided by the physician over and above those usually included with the office visit or other services rendered (list drugs, trays, supplies, or materials provided)	6			
Various	Pre-operative testing; CBC, urinalysis, pregnancy test, etc. These procedures should be medically necessary for the planned surgical procedure.				
[illegible]					
Any	Treatment of breast cancer, cervical intraepithelial neoplasia and cervical cancer.				
Any	Computer Aided Detection (CAD) in breast cancer screening or diagnostics				

END NOTES FOR WWC CLINICAL SERVICES

1	All consultations should be billed through the standard "new patient" office visit CPT codes **99203 or 99204**. Consultations billed as 99204 must meet the CPT coding guidelines for
2	The type and duration of office visits should be appropriate to the level of care necessary for accomplishing screening and diagnostic follow-up within the NBCCEDP. Reimbursement rates should not exceed those published by Medicare. While the use of 993XX-series codes may be necessary in some programs, the 993XX Preventive Medicine Evaluation visits
3	Medicare's methodology for the payment of anesthesia services are outlined in the Medicare Claims Processing Manual, Chapter 12, pages 99-107, available here:
	The carrier-specific Medicare anesthesia 2014 conversion rates are available here: http://www.cms.gov/Center/Provider-Type/Anesthesiologists-
4	HPV DNA testing is a reimbursable procedure if used for screening in conjunction with Pap testing or for follow-up of an abnormal Pap result or surveillance as per ASCCP guidelines. It is not reimbursable as a primary screening test for women of all ages or as an adjunctive screening test to the Pap for women under 30 years of age. Providers should
5	A LEEP or conization of the cervix, as a diagnostic procedure, may be reimbursed based on ASCCP recommendations. Grantees are strongly encouraged to develop policies to closely monitor these procedures and should pre-authorize this service for reimbursement by having it medical advisory board or designated clinical representative(s) review these cases in
6	This charge should be used with caution to ensure that programs do not reimburse for supplies, the cost of which, has already been accounted for in another clinical charge.
7	Breast MRI can be reimbursed by the NBCCEDP in conjunction with a mammogram when a client has a BRCA mutation, a first-degree relative who is a BRCA carrier, or a lifetime
8	Codes 19081-19086 are to be used for breast biopsies that include image guidance, placement of localization device, and imaging of specimen. These codes should not be used in
9	Codes 19281-19288 are for image guidance placement of localization device without image-guided biopsy. These codes should not be used in conjunction with 19081-19086.
10	These procedures may be reimbursed at their own Medicare rates. They no longer have to be reimbursed at the 88142 rate.