

## MANAGEMENT SERVICES AGREEMENT

This Management Services Agreement is entered into with an effective date of \_\_\_\_\_ by and between University of Colorado Health, a Colorado non-profit corporation (“UCHealth”), and Campbell County Hospital District d/b/a Campbell County Health, a Wyoming hospital district (the “Hospital”), individually referred to as a “Party” and collectively as “Parties.”

### RECITALS

- A. Hospital is engaged in the business of operating a Wyoming hospital district known as Campbell County Hospital District, doing business as Campbell County Health with its principal place of business at 501 S. South Burma Avenue, Gillette, Wyoming 82716.
- B. Hospital desires UCHealth to provide certain management services which UCHealth is capable of providing, and the Board of Trustees of Campbell County Hospital District (the “Board”) has determined that it would be beneficial for CCH and its community if Hospital could obtain certain management services through UCHealth. The Parties acknowledge and agree that, while the Board is the governing board of CCH, neither the Board nor the governing board of UCHealth have rights or obligations under this Agreement independent from CCH and UCHealth
- C. UCHealth is a healthcare system that operates hospitals and related facilities providing services in Colorado, Nebraska and Wyoming. UCHealth has the resources available to provide CCH with management services and wishes to support the goal of maintaining CCH as a quality community health facility.
- D. The Board has authorized Hospital to engage UCHealth to provide certain management services as set forth in this Agreement.

### OPERATIVE PROVISIONS

The parties hereby agree as follows:

#### **1. SERVICES TO BE PROVIDED BY UCHEALTH**

**1.1 Purposes.** The purpose of this Agreement is to provide the terms upon which UCHealth will have the authority and responsibility to provide certain management services to CCH. The Board shall continue to hold and exercise the ultimate authority and responsibility for CCH, including the exercise of all powers, rights and responsibilities required: (a) by applicable statute or regulation to be exercised by the governing board of CCH as a licensed entity in the State of Wyoming; (b) to be exercised by the governing board of a hospital participating under the terms and conditions of CCH’s Medicare Participation Agreement, and; (c) for accreditation of CCH by CMS as an acute care hospital and for other service lines. In particular, the Board shall establish the charges to be made for CCH’s services and facilities. UCHealth, in performing its services

hereunder, at all times shall be subject to the direction of the Board and shall carry out the policies and protocols adopted by the Board, including any quality initiatives or planning. Neither UCHealth nor the CEO (as hereinafter defined) shall have the responsibility to supervise any physician-provided or directed medical care provided in CCH facilities. In addition, neither UCHealth nor the CEO shall infringe on any physician's independent medical judgment in his/her rendering of patient care.

**1.2 Appointment of UCHealth.** The Board, on behalf of CCH, hereby appoints UCHealth to provide certain management services to CCH, and UCHealth accepts such appointment. UCHealth agrees to provide management services in accordance with accepted management standards for hospitals and health care facilities of the size and type of facility as CCH. These management services shall be provided as follows and as set forth more fully in this Agreement:

(a) Through UCHealth's employment of the chief executive officer of CCH (the "CEO"), who shall be a full-time employee of University of Colorado Hospital Authority, a body corporate and political subdivision of the State of Colorado ("UCHA," references to UCHealth herein shall include UCHA as applicable);

(b) Through recommendations of efficiencies and improvements, including recommendations related to service line enhancements and process improvement;

(c) Through recommendations of strategic growth opportunities that could be pursued by CCH;

(d) Through other goals and actions mutually agreed upon by CCH and UCHealth.

**1.3 Appointment of CEO.** Hospital's incumbent CEO shall become a full-time employee of UCHA upon the Effective Date of this Agreement, pursuant to an employment agreement agreed to by the incumbent CEO and UCHA, as approved by the Board. The Board, in consultation with UCHealth will establish the compensation of the CEO commensurate with similar positions in Wyoming and other acute care Hospitals in the region. The CEO will comply with an annual evaluation conducted by UCHealth and the Board and may be eligible to participate in bonus plans as established by the Board. The Board shall have the right at any time and from time to time, without cause, to require UCHealth to replace the person then serving as the CEO, provided the Board shall not have the right to require UCHealth to replace the CEO in violation of any federal, state or local laws, rules and regulations including, without limitation, the Older Workers Benefit Protection Act, the Family and Medical Leave Act of 1993, the Age Discrimination in Employment Act of 1967, Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 and the Rehabilitation Act of 1973, as currently in effect or subsequently modified. UCHealth may not replace the CEO or install an interim CEO without the prior written consent of the Board. The Board agrees to reimburse UCHealth for all reasonable expenses in the recruiting process for a CEO for CCH. UCHealth shall propose to the Board for its approval, persons UCHealth deems to be appropriate to serve as the CEO. The persons proposed by UCHealth to fill the position shall have the skills and qualifications as established by the Board and will meet the qualifications of the UCHealth job description for a chief executive officer of a

hospital. At any time during which a CEO appointment is required, UCHealth shall present a minimum of two and a maximum of six bona fide candidates for the Board's consideration. UCHealth will not place a new CEO at CCH until it receives approval of that candidate by the Board. Should the Board reject all six bona fide candidates presented, UCHealth may terminate this Agreement.

**1.4 Time Commitment of CEO.** CCH will require the full-time services of the CEO. The CEO shall accumulate paid time off according to the employment agreement between UCHA and the CEO. Use of such paid time off shall be subject to the employment agreement between UCHA and the CEO and used in coordination with the Board as to timing of use.

**1.5 Staffing and Employees.** The CEO shall be responsible to the Board for recruiting, selecting, supervising and, as necessary, terminating Hospital employees under the direction of the Board and in accordance with the personnel policies and procedures of CCH. However, the CEO shall not have the authority to hire or terminate any CCH Executive or Vice President level employee without prior authorization of the Board. UCHealth shall not be responsible for any hiring or employment of any staff for Hospital other than the CEO.

**1.6 Financial and Planning Services.**

(a) The CEO, in conjunction with CCH executive staff, shall prepare a proposed budget for CCH each fiscal year setting forth operating objectives and anticipated revenues and expenses. Proposed budgets shall be provided to the Board for its approval.

(b) The CEO, in conjunction with CCH executive staff, shall develop a multi-year strategic plan and an annual operating plan with the objective of maintaining CCH as a viable community health facility for consideration and approval by the Board.

(c) The CEO, in conjunction with CCH executive staff, shall establish goals and objectives in connection with the continued operation of the facility, including, without limitation, ensuring continuing access to the facility, physicians and other health care services for local residents in or near the communities where they live for consideration and approval by the Board.

**1.7 General Operations.** The CEO shall be responsible for operations of CCH. The CEO shall be responsible to the Board for supervising CCH clinical, financial, regulatory, quality and administrative functions, as more fully set out in the CEO's job description and employment agreement. All costs of operation of CCH and other related costs shall be borne by CCH.

**1.8 Limitation of Liability.** It is understood and agreed to by CCH and UCHealth that, except as expressly provided in Section 6.2 hereof, UCHealth shall not be liable for any of the obligations or liabilities of the Board or CCH, of any kind or nature whatsoever, whether existing now or hereafter, except as are incurred by any willful act or omission on the part of UCHealth in connection with the services provided under this Agreement.

**2. SUPPORT SERVICES TO BE PROVIDED BY CCH.** CCH agrees to make all reasonable efforts to provide, at its sole expense, all facilities, supplies, CCH staff, employees and support services required to enable UCHealth and the CEO to carry out their duties under this

Agreement. CCH shall be the employer of all employees selected by CEO to staff CCH and shall be responsible for payment of all compensation and benefits to such employees, subject to CCH policies and approval by the Board in the Board's discretion.

### **3. SERVICES TO BE PROVIDED BY UCHEALTH**

**3.1 Support Services.** UCHealth, by virtue of its size and complexity as an integrated health system, has management support services as described in Exhibit B attached hereto and incorporated herein by reference. UCHealth will, where practical and allowable by law, make these management services available to CCH at no charge, except as approved by CEO or Board in an advance writing.

**3.2 Consultative Services.** At the request of CCH and to the extent practical and allowable by law, UCHealth may provide consultative services in the following categories: finance, compliance, quality assurance, information systems, purchasing, emergency medical services, supply chain, outreach physician services, strategic planning, pharmacy support services, educational programs and other general hospital departmental services as mutually agreed upon by both parties ("Consultative Services"). CCH shall compensate UCHealth for any Consultative Services, which compensation will be agreed upon by the Parties in writing prior to the provision of said Consultative Services and shall be set forth in either a separate agreement or a written Consultative Services amendment to be incorporated into this Agreement after the terms of such Consultative Services are agreed upon by the Parties and prior to engagement of said Consultative Services. A sample form of a Consultative Services amendment is attached and incorporated herein as Exhibit A, and a description of Consultative Services that may be provided is attached as Exhibit C. Agreed upon expenses and charges for Consultative Services due to UCHealth will be invoiced and reimbursed to UCHealth as described in the Consultative Services Amendment, as described in Section 4. Brief phone calls, brief meetings, or email inquiries will not be charged, but may lead into Consultative Services, at the reasonable discretion of UCHealth, if additional investment of time and resources is required to support CCH's requests.

**3.3 Programmatic Services.** At the request of CCH and to the extent allowable by law, UCHealth may provide certain Programmatic Services during the term of this Agreement (i.e. telemedicine, telestroke, e-ICU). CCH shall compensate UCHealth for any Programmatic Services, which compensation will be agreed upon by the Parties in writing prior to the provision of said Programmatic Services and shall be set forth in either a separate agreement or a written Programmatic Services amendment to be incorporated into this Agreement after the terms of such Programmatic Services are agreed upon by the Parties and prior to engagement of said Programmatic Services.

**3.4 Management Services.** It is understood by both UCHealth and CCH that the intent of this Agreement is to allow CCH access to UCHealth's expertise in order to assist CCH in maintaining its quality and services. UCHealth shall provide at a minimum, the Management Services described in Exhibit B, the Schedule of Management Services, attached hereto and incorporated herein by reference.

**3.5 Marketing/Branding.** UCHealth agrees to permit CCH to use, for marketing purposes only, “an affiliate of UCHealth” in CCH’s signage, websites, advertising and marketing campaigns. UCHealth and CCH agree to engage in co-naming activities, where mutually agreed to in advance. CCH shall not be considered an “affiliate” in any legal sense and shall not be subject to any rights or obligations of any legal affiliate of UCHealth contained in any agreement between UCHealth and a third-party now existing or executed in the future.

**Medical Staff: Medical and Professional Matters.** Except for those specific responsibilities assigned to the CEO in CCH’s Medical Staff Bylaws, Medical professional matters shall be the responsibility of CCH’s duly appointed Medical Staff (the “Medical Staff”) and CCH, all as provided under applicable state law and CCH’s Medical Staff Bylaws, Rules and Regulations (“Medical Staff Bylaws”). CCH’s Medical Staff shall be organized and function according to its Medical Staff Bylaws, as amended from time to time, subject to review and approval of CCH. If requested by CCH, UCHealth, through its choice of designee, may advise CCH on the development and maintenance of Medical Staff relations and recommended best practices for credentialing processes.

#### **4. COMPENSATION**

**4.1 Reimbursement for CEO.** CCH, in consultation with UCHealth, shall determine and fully reimburse UCHealth for all CEO compensation, to include base salary as well as any annual increases, incentive bonuses, and potential severance compensation, provided that CCH’s determinations shall not violate or cause UCHA to violate any federal, state or local laws, rules and regulations regarding employment including, without limitation, the Older Workers Benefit Protection Act, the Family and Medical Leave Act of 1993, the Age Discrimination in Employment Act of 1967, Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 and the Rehabilitation Act of 1973, as currently in effect or subsequently modified. CEO’s salary shall not be automatically subject to the 30% increase for benefits described in Exhibit A but shall be agreed to among the Parties to more closely reflect the actual cost of such benefits, nor shall an administrative fee be charged. Any other direct business expenses incurred by CEO in the performance of his/her job (travel, meals, education) will be the responsibility of CCH and subject to CCH’s policies on expense reimbursement and budgetary constraints. The expenditures authorized by the CEO shall not exceed CCH’s budget and amounts in excess of the budget shall be specifically authorized by the Board. If the CEO is removed from the role of CCH CEO but remains an employee of UCHealth, CCH shall not be required to make any severance payment relating to the removal of the CEO.

**4.2 Consultative and Programmatic Services.** The Parties may enter into one or more Consultative Services Amendments (Exhibit A) or amendments for the provision of Programmatic Services. Each amendment shall set forth the compensation to be paid by CCH for those Consultative or Programmatic Services. Compensation under the Consultative or Programmatic Services Amendments shall be agreed upon by the parties in advance of provision of said services.

**4.3 Payment.** UCHealth shall invoice CCH on a monthly basis for all compensation owed under this Agreement, including any amendments for Consultative or Programmatic

Services. CCH shall pay any invoices within thirty (30) days of receipt. Except as specifically provided for in this Agreement, there shall be no management fees or other similar fees charged by UCHealth to CCH, unless specifically agreed to in an advance writing signed by the Parties.

## **5. TERM AND TERMINATION**

**5.1 Term.** The term of this Agreement shall commence effective upon the last to occur of the signature of UCHealth and the Board and upon approval and signature of the Commissioners of Campbell County, Wyoming pursuant to Wyoming Statute § 18-8-108(a) (“Effective Date”). The initial term of this Agreement shall be for three (3) years (the “Initial Term”). Thereafter, this Agreement shall be automatically extended for one successive three (3) year “Renewal Term” unless otherwise terminated as provided in this Agreement. CCH acknowledges that this Agreement is up to a six (6) year commitment and will budget each year for the expenses for the coming year as contemplated in this Agreement accordingly.

**5.2 Termination.** This Agreement may be terminated (a) by mutual agreement of both Parties, (b) by one Party providing thirty (30) days’ written notice of termination due to a Material Breach (as defined herein) by the other Party, or (c) by one Party providing one hundred eighty (180) days’ notice of termination without cause to the other Party.

**5.2.1** A “Material Breach” shall be defined as (a) a Party’s fraud against the other Party, (b) material violations of the terms of this Agreement, (c) appointment of a receiver for a Party’s assets, an assignment by a Party for the benefit of its creditors, or any relief taken or suffered by a Party under any bankruptcy or insolvency act, and (d) decisions, actions or omissions of a Party that the other Party reasonably believes, on the advice of qualified outside counsel, are manifestly likely to cause, or have caused, a violation of an applicable law, regulation, license or other requirement (such as those described in Section 11.8), including but not limited to those requirements contained under Sections 501(c)(3) of the Internal Revenue Code of 1986, as amended, and either Party’s bond documents, or a Party’s actions which cause the other Party to be exposed to tort liability in excess of \$500,000.

**5.2.2** Except for actions which jeopardize the health or safety of any person for which termination shall be immediate, if a Party possesses a basis to terminate for Material Breach under this Section 5.2, in order to terminate, such Party (the “Complaining Party”) must promptly serve the other Party with a written notice (a “Material Breach Notice”), including electronic notice by email, identifying the alleged Breaching Party and setting forth in detail (a) the Material Breach(es) of this Agreement for which it claims the right to terminate, (b) an estimate of the damages incurred or likely to be incurred by the Complaining Party, and (c) proposed actions of the other Party that, if taken, would adequately address or eliminate the Material Breach. If the alleged Breaching Party fails to cure the identified Material Breach within thirty (30) days, the Complaining Party may then terminate

this Agreement immediately.

**5.3 Cooperation.** The parties agree to work together in good faith to resolve any issues that may arise relating to the Agreement and the services to be provided under the Agreement. In the event that a dispute does arise, each party will assign a representative to coordinate discussions and will work with the opposing party in good faith.

**5.4 Survival.** Termination of this Agreement shall not relieve either Party of its obligations for breaches of this Agreement occurring prior to termination. The obligations of the parties pursuant to Sections 6, 7, and 9 of this Agreement shall survive the term of this Agreement or its earlier termination pursuant to this Section 5.

## **6. INDEMNIFICATION AND INSURANCE**

**6.1 Indemnification of UCHealth.** Except as provided in Section 1.8 above and except as to any claims brought by CEO for violations of any federal, state or local laws, rules and regulations related to UCHA's employment of CEO, CCH, to the extent permitted under Wyoming law, agrees to indemnify, defend, and hold harmless UCHealth and UCHA and their directors, officers, employees, and agents, from and against any and all claims, causes of action, demands, liabilities, losses, damages, costs and expenses including, but not limited to, interest and attorneys' fees and expenses, which they or any of them may at any time sustain or incur by reason of any claims, demands, or actions against them by any person arising from the health care services or other activities of CCH.

**6.2 Indemnification of CCH.** UCHealth, to the extent allowed by Colorado law, agrees to indemnify, defend, and hold harmless CCH and its respective directors, officers (excluding the CEO), employees, and agents, from and against any and all claims, causes of action, demands, liabilities, losses, damages, costs and expenses including, but not limited to, interest and attorneys' fees and expenses, which they or any of them may at any time sustain or incur by reason of any claims, demands or actions against them by any person arising from a violation by UCHealth of its obligations under this Agreement resulting from the errors or omissions, gross negligence or willful and wanton misconduct of UCHealth or its employees or agents, including any claims brought by CEO for violations of any federal, state or local laws, rules and regulations related to UCHA's employment of the CEO.

**6.3 CCH Insurance.** CCH shall obtain and maintain in force at its expense policies of professional liability insurance, commercial general liability insurance, directors and officers insurance, automobile insurance, property and casualty insurance, worker's compensation insurance, and such other insurance with such coverage, in such amounts and with such insurance companies as appropriate for the industry. CCH shall not change the nature or limits of, or the carrier providing the coverage provided by those policies, without obtaining UCHealth's prior written consent, which shall not be unreasonably withheld. The insurance companies supplying such insurance shall be licensed to do business in the State of Wyoming, and such policies shall name UCHealth and UCHA (as the employer of the CEO) as additional insureds. CCH agrees to inform UCHealth sixty (60) days prior to any changes in its insurance policy or as soon as possible.

CCH agrees to purchase, at its cost, appropriate “tails” for any insurance policies which are on a “claims made” basis and which expire or are terminated.

**6.4 UCHA Insurance.** UCHA shall obtain and maintain in force at its expense policies of professional insurance for the acts and omissions of its CEO employee and such other insurance with such coverage and in such amounts and with such insurance companies as appropriate for the industry. CCH shall be named as an additional named insured under the policies of insurance covering the CEO. UCHA shall not change the nature or limits of, or the carrier providing any applicable coverage provided by those policies, without obtaining CCH’s prior written consent, which shall not be unreasonably withheld. The insurance companies supplying such insurance shall be licensed to do business in the State of Wyoming, and such policies shall name CCH as an additional insured. UCHA agrees to inform CCH sixty (60) days prior to any changes in its applicable insurance policies or as soon as possible. UCHA agrees to purchase, at its cost, appropriate “tails” for any insurance policies which are on a “claims made” basis and which expire or are terminated.

## **7. RECORDS; CONFIDENTIALITY**

**7.1** All business, financial, personnel and medical records, data, programs and materials created by the CEO in the performance of his or her duties under this Agreement, other than those relating solely to the internal affairs of UCHealth or related to the CEO’s employment by UCHA, shall be and, upon termination of this agreement, shall remain the property of CCH. The CEO shall transact all CCH business on a CCH platform, including computer and email. Any and all records of the CEO related to CCH business that are in UCHealth’s possession at the termination of this agreement or the CEO’s employment shall be transferred to CCH.

**7.2** UCHealth agrees to maintain and preserve the confidentiality of all medical records and business information acquired in performing its obligations under this Agreement except for such disclosure as may be required by law.

**7.3** For the purpose of implementing Section 1861 (v)(1)(I) of the Social Security Act, as amended, and any written regulations thereto, UCHealth agrees to comply with statutory requirements governing the maintenance of documents to verify the cost of services rendered under this Agreement as follows:

(a) Until the expiration of six (6) years after the furnishing of such services pursuant to this Agreement, UCHealth shall make available upon written request by the Secretary of the Federal Department of Health and Human Services (the “Secretary”), or upon request of the Comptroller General, or any of their duly authorized representatives, the contracts, books, documents and records of UCHealth that are necessary to certify the nature and extent of such costs; and,

(b) If UCHealth carries out any of the duties of this Agreement through a subcontract, with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, with a related organization (as that term is defined with regard to a provider in Title 42 of the Code of Federal Regulations § 405.427(b) or any successor regulation), such subcontract shall contain a clause to the effect that until the expiration of six (6) years after the furnishing

of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request by the Comptroller General, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of such costs; and,

(c) UCHealth will immediately notify CCH of any request it receives from any of the persons or entities listed in (a) above for access to its records; and,

(d) UCHealth shall cause any subcontract to be entered into by UCHealth to contain provisions of the type described in subparagraph (b) above.

**8. REPRESENTATIONS AND WARRANTIES.** UCHealth and CCH each represent and warrant to the other as follows:

**8.1 Power and Authority.** They each have the requisite corporate power and authority to enter into this Agreement and to perform their respective obligations hereunder.

**8.2 Authorization.** Subject to approval of this Agreement by the Commissioners of Campbell County, Wyoming, their respective execution and delivery of, and performance under this Agreement have received all necessary corporate approvals and authorizations, including, the approval of the Board.

**8.3 No Conflicts.** Each Party's execution, delivery and performance of this Agreement do not and will not conflict with or violate any provision of the Articles of Incorporation, Bylaws or other chartered documents of such Party; violate any provision of any statute or regulation which is applicable to such Party; conflict with, violate, result in a breach of, constitute a default under (without regard to requirements of notice or lapse of time) accelerate or permit the acceleration of the performance by any contract, agreement or other obligation to which such Party is a party or by which such Party or any properties owned or leased by such Party are bound or affected; or result in the creation or imposition of any security interest against or upon any of the assets or properties owned or leased by such Party.

**9. NON-SOLICITATION OF EMPLOYEES.** The Parties agree that at no time during the term of this Agreement or for a period of one (1) year immediately following the termination of this Agreement for any reason, will they, or their respective agents or representatives, attempt to recruit, employ or use the services of, directly or indirectly, any salaried (exempt) employee of the other Party. If a Party, its agent or representative should hire a salaried (exempt) employee of the other Party without prior written approval, it agrees to reimburse the other Party an amount equal to one (1) year of such employee's then current salary. The non-solicitation restriction in this paragraph shall not prohibit either party from employing or contracting with any such salaried (exempt) employee who contacts the Party on his/her own initiative or as a result of responding to a job posting, advertisement or similar solicitation which is directed to individuals at large, nor shall it, upon expiration or termination of the Agreement, prohibit CCH from extending an offer of employment to the then current CEO of CCH.

**10. ASSIGNMENT.** UCHealth may assign this Agreement to an entity controlling the operations of UCHealth, under common control with, or controlled by UCHealth, to a successor to UCHealth, or to any entity that acquires all or substantially all of UCHealth's assets or its business that is the subject hereof or to any such entity, if as a condition of such assignment, UCHealth requires such entity to assume the duties and obligations hereunder, including indemnification and insurance obligations. Under any other circumstances, UCHealth shall not assign this Agreement or any of its rights and duties hereunder, without written consent of CCH. CCH shall not assign this Agreement or any of its rights and duties hereunder without prior written consent of UCHealth.

**11. MISCELLANEOUS.**

**11.1 Notices.** All notices, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, with proper address as indicated below, along with a copy sent by email transmission. CCH and UCHealth may, by written notice given by each to the other, designate any address or address to which notices, certificates or other communication to them shall be sent when required as contemplated by this Agreement. Until otherwise provided by the respective individuals, all notices, certificates and communication to each of them shall be addressed as follows:

As to CCH:

Campbell County Health  
P.O. Box 3011  
Gillette, WY 82717  
Attention: Chairperson, Board of Directors  
Email: Contracts@cchwyo.org

With a copy to:

Lubnau Law Office, PC  
P.O. Box 1028  
Gillette, WY 82717  
Attention: Thomas E. Lubnau, II  
Email: Info@lubnaulaw.com

As to UCHealth:

Poudre Valley Health Care, Inc.  
2315 E Harmony Road, Suite 200  
Fort Collins, CO 80528  
Attention: CEO  
Email: Kevin.Unger@uchealth.org

With a copy to:

University of Colorado Health

2315 E. Harmony Road, Suite 200  
Fort Collins, CO 80528  
Attn: Legal Department  
Email: \_amy.kolczak@uchealth.org

**11.2 Independent Contractors.** It is the intention of the Parties that UCHealth and CCH shall be independent contractors. The UCHealth personnel who provide services pursuant to this Agreement shall be and remain employees of UCHA and it shall be the responsibility of UCHA to arrange for and pay their compensation, including pension and other fringe benefits, to withhold and to pay (as applicable) all employment related taxes and to arrange and pay workers compensation and unemployment compensation insurance and benefits. All of the personnel who provide services at CCH shall be and remain employees of CCH and it shall be the responsibility of CCH to arrange for and pay their compensation, including pension and other fringe benefits, to withhold and to pay (as applicable) all employment related taxes and to arrange and pay for worker's compensation and unemployment compensation insurance benefits.

**11.3 Severability.** Subject to the provisions of Section 5, if any one or more of the terms, provisions, promises, covenants or conditions of the Agreement or the application thereof to any person or circumstance shall be adjudged to any extent invalid, unenforceable, void or voidable for any reason whatsoever, by a court of competent jurisdiction, or shall be determined by the ruling or interpretations of a Governmental agency or new legislation, to cause either Party to perform an act which threatens its governmental provider or tax status, then such terms shall be deemed stricken from this agreement, and each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement or their application to other persons or circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law. Notwithstanding the aforesaid, should the severance have the effect of materially altering the meaning of this Agreement, this Agreement shall be void.

**11.4 Entire Agreement.** This Agreement and the Exhibits hereto constitute the entire agreement between the Parties with respect to the subject matter contained herein and supersede all prior and contemporaneous agreements, representations and understandings of the Parties.

**11.5 No Third-Party Beneficiaries.** This Agreement is intended to be for the benefit of the Parties and their respective successors and assigns only, and it is not intended to create any third-party beneficiaries, implied trusts, or similar implied agreements, nor may the provisions hereof be enforced by any person or entity not a Party hereto; except that UCHA shall be a third-party beneficiary of those provisions of the Agreement in Sections 1.3, 4.1, 7.1 and 7.3 which pertain to it.

**11.6 Assignment and Binding Effect.** Except as specifically provided for in Section 10, neither party may assign this Agreement or any of its rights and duties hereunder without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns to the extent the Parties have provided written consent of the assignment.

**11.7 Amendment and Waiver.** This Agreement may only be amended in writing, which amendment shall be signed by both Parties. No provision of this Agreement shall be waived except by an instrument in writing signed by the Party to be charged with such waiver and delivered by such party to the party claiming the benefit of such waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, unless otherwise provided in the written waiver.

**11.8 Certification about Status with Government Health Programs.** UCHealth certifies that it, and its employees and/or agents providing services under this Agreement (“UCHealth Related Persons”) (a) are not now debarred and have never been, excluded or otherwise ineligible for participation in any government health care program(s); (b) have not been convicted of a felony offense in the immediately preceding seven (7) years; and (c) are not now subject to, and have no reason to believe that they are subject to, any specific investigation for violation of federal, state, or local criminal or civil law or regulation. UCHealth shall report in writing to CCH immediately if UCHealth becomes aware of any effort to debar UCHealth, or any UCHealth Related Person, from any government health care program or any imposition of sanctions under 42 U.S.C. §1320a-7a or §1320a-8 or conviction under 42 U.S.C. §1320a-7b. Failure to disclose any relevant information regarding these matters is reason for immediate termination of this Agreement at CCH’s sole discretion.

**11.9 No Influence on Referrals.** It is not the intent of either Party to this Agreement that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based upon the referral or recommended referral by either Party of patients to the other Party or its affiliated entities, if any, or the purchasing, leasing or ordering of any services other than specific services described in this Agreement. Any payments specified in this Agreement are consistent with what the Parties reasonably believe to be a fair market value for the services provided. Without limiting the foregoing, the Parties acknowledge that neither Party has promised or represented that the other will receive any specific business volume or be the exclusive provider of services in the geographic area.

**11.10 Change of Law.** The terms of the Agreement are intended to be in compliance with all federal, state and local statutes, regulations and ordinances applicable as of the Effective Date. In the event of conflict, the state and/or the federal law will supersede the terms of the Agreement. The Parties agree to execute such amendments as may be necessary for compliance with such laws or regulations as they are promulgated or become final and effective. In the event that any federal or state legislative or regulatory authority adopts any law or regulation which (a) renders the Agreement illegal or prohibited by applicable law or regulation; (b) threatens CCH’s tax-exempt status; (c) establishes a material adverse change in the method or amount of reimbursement or payment for services under the Agreement; (d) imposes requirements which require a material adverse change in the manner of either Party’s operations under the Agreement or (e) legal counsel for either Party gives a good faith opinion that the application of any law, regardless of when adopted, poses a substantial threat of any of the foregoing, then, upon the request of either Party, the Parties will enter into good faith negotiations for the purpose of

establishing such amendments or modifications as may be appropriate in order to accommodate the change in law or regulations while preserving the original intent of the Agreement to the greatest extent possible. If, after fifteen (15) days of such good faith negotiations, the Parties are unable to reach an agreement as to how the Agreement will continue, then either Party may terminate the Agreement upon one (1) day prior written notice. Notwithstanding the foregoing, if the change in law requires the immediate termination of the Agreement, the Agreement will be deemed to be so terminated.

**11.11 Governmental Immunity.** The Parties acknowledge that CCH does not, by entering into this Agreement, waive the tort immunity provided to it by the Wyoming Governmental Claims Act, W.S. § 1-39-101 et seq. (the “Act”), and CCH retains all immunities and defenses provided to it by the Act. Furthermore, as contemplated by the Act (in W.S. § 1-39-104(a)), CCH specifically reserves to itself immunity from actions based upon contract, including actions based upon this Agreement. Any part of this Agreement that conflicts either with the tort immunity provided by the Act or with CCH’s reservation of contractual immunity under this Section shall be void and of no effect. Any actions or claims against CCH under this Agreement, to the extent that the same are permissible under the terms of this Section and/or applicable law, must be brought in accordance with the procedural requirements of the Act.

**11.12 Confidentiality of Patient Information.** The purpose of this provision is to ensure that CCH as a Covered Entity meets its obligations under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and under the regulations promulgated thereto, the *Standards for Privacy of Individually Identifiable Health Information* and the *Security Standards* (45 C.F.R. Parts 160, 162 and 164, issued by the Department of Health and Human Services, hereinafter referred to as the Privacy and Security Regulations). UCHealth acknowledges that medical information, including payment information, regarding CCH’s patients must be kept confidential. The Parties understand and agree that the Privacy and/or Security Regulations apply to the use and disclosure of Protected Health Information (as that term is defined in HIPAA) which may occur in fulfilling the duties and responsibilities delineated in the Agreement. UCHealth agrees that any Protected Health Information that it receives directly or indirectly, whether or not inadvertently, through its employees or agents, regarding CCH’s patients shall be treated as confidential in compliance with all state and federal laws, including but not limited to HIPAA and the Privacy and Security Regulations. Furthermore, UCHealth agrees to execute any necessary documents to comply with such state and federal laws and regulations, including a Business Associate Agreement, if necessary.

**11.13 Authorized Signatories.** Each Party shall designate by internal policy a person or persons authorized to execute additions to or amendments to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on the Effective Date.

**UNIVERSITY OF COLORADO HEALTH**

By: \_\_\_\_\_

**CAMPBELL COUNTY HOSPITAL DISTRICT**

By: \_\_\_\_\_

**Exhibit A-\_\_ (Template)**  
**Consultative Services Amendment**

This Exhibit A-\_\_, the Consultative Services Amendment, is made and entered into on \_\_\_\_\_, 20\_\_ (the “Effective Date”) by and between University of Colorado Health, a Colorado non-profit corporation (“UCHealth”), and Campbell County Hospital District d/b/a Campbell County Health, (the “CCH”).

**Standard Fee Structure unless otherwise specified:**

**Total Cost = Actual expenses incurred by UCHealth**

Employee(s) = [(salary \* 30% benefits) \* fifteen percent (15%) admin fee] \* hours spent on project

Travel = actual mileage at IRS rate and employee(s) travel time

*Efforts will be made to determine if work can be completed remotely or via skype or conference calls to reduce travel costs.*

Materials = Related project materials or miscellaneous resources needed for request completion

**Fee Structure Variation.**

There are certain departments/areas within UCHealth that have already set up a consultative fee structure to serve local and regional requests. For these requests, separate cost agreements may need to be put into place and a different fee structure may be followed that differs from the above standard fee structure.

Pursuant to the Management Services Agreement entered into by the Parties and dated \_\_\_\_\_, UCHealth and CCH agree to the following terms:

1. Scope of Support Services: *Describe project in detail and expected outcome.*
2. Costs: *List details (who is involved, area of focus, and materials needed) and total estimated dollars.*
3. Date(s) of Support Services: *Specify timeline.*
4. Location of Support Services: *Specify location.*

5. CCH Main Contact Person: \_\_\_\_\_  
UCHealth Main Contact Person: \_\_\_\_\_

APPROVAL of CCH:

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

Title: COO

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

APPROVAL OF UCHealth:

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

Name/Title: \_\_\_\_\_

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

ATTESTATION of Executive Staff or Vice President of CCH:

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

Name/Title: \_\_\_\_\_

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

**EXHIBIT B**  
**SCHEDULE OF MANAGEMENT SERVICES**

The Parties agree that UCHealth will provide or make available to CCH, at a minimum, the Management Services described in this Exhibit B.

CCH shall be permitted to:

1. Participate in UCHealth service line leadership/administrative planning, meetings and events, as appropriate;
2. Participate in UCHealth education offerings for Board members, management, medical staff and employees, as appropriate and allowed by law;
3. Review sample/template policies and procedures developed by UCHealth;
4. Review performance monitoring tools or tracking procedures to compare de-identified data, as available and appropriate;
5. Participate in committee work through the senior team. A calendar of opportunities will be provided yearly for evaluation by UCHealth to CCH;
6. Access to HIPAA and compliance training developed by UCHealth;
7. Access to qualified specialists in hospital administration and management to foster networking and best practice sharing with a focus on quality outcomes. (Examples may include: Quality improvement leadership, utilization review programs/clinical documentation improvement, Lean training, Medical Staff office support, COO, CFO, CNO, CMO, department leadership, and physician leaders.)
8. Access to UCHealth's training modules, as appropriate;
9. Facilitate relationships between UCHealth physicians and CCH's physicians as needed;
10. Post CCH's open employment positions on UCHealth's hiring website; and
11. Have its CEO and executive staff participate with comparable UCHealth counterparts in initiatives that are designed to further collaboration between CCH and UCHealth. These types of events may include leadership events and process improvement initiatives for the goal of developing and sharing best practices that improve patient care.

CCH and UCHealth shall work together to develop and implement a framework through which CCH and UCHealth cooperate to develop or maintain healthcare services in the CCH service area.

## **EXHIBIT C**

### **POTENTIAL CONSULTATIVE SERVICES**

CCH and UCHealth may mutually agree, during the term of this Agreement, to enter into one or more Exhibit A's for the provision of the following Consultative Services at an additional cost to be negotiated:

1. Assist CCH in providing temporary staff as available to meet CCH needs;
2. Provide expertise regarding processes for provider peer review and provider discipline;
3. Provide CCH with access to consultation with specialists and access to a medical referral hotline;
4. Share best practices and assist in developing a care management program that supports high level patient care while facilitating patients being treated closest to their home;
5. Evaluate and help with analysis of opportunity for CCH to participate in UCHealth's volume group purchasing power;
6. Participate in CCH's Strategic Planning sessions to align CCH and UCHealth when needed and appropriate;
7. Have a UCHealth representative (besides the CEO) attend at least 6 Board meetings per year at no additional cost to CCH;
8. Support CCH in developing a succession plan;
9. Provide opportunities to CCH Medical Staff to participate in grand rounds, tumor boards, and other similar professional interactions;
10. Assist in establishing annual goals and objectives in support of the strategic plans for CCH, establishing a connection with the continued operation of CCH, and ensuring continuing access to CCH, physician and other health care services for residents of CCH's community at no additional cost; and prepare an annual report to the Board, if requested, of benefits of the agreement for evaluating opportunities for enhancing the relationship and continuous improvement at no additional cost.

## Exhibit A-1

### Consultative Services Amendment

This Exhibit A-1, the Consultative Services Amendment, is made and entered into on \_\_\_\_\_, 20\_\_ (the “Effective Date”) by and between University of Colorado Health, a Colorado non-profit corporation (“UCHealth”), and Campbell County Hospital District d/b/a Campbell County Health, (the “Hospital”).

#### **Standard Fee Structure unless otherwise specified:**

#### **Total Cost = Actual expenses incurred by UCHealth**

Employee(s) = [(salary \* 30% benefits) \* fifteen percent (15%) admin fee] \* hours spent on project

Travel = actual mileage at IRS rate and employee(s) travel time

*Efforts will be made to determine if work can be completed remotely or via skype or conference calls to reduce travel costs.*

Materials = Related project materials or miscellaneous resources needed for request completion

#### **Fee Structure Variation.**

There are certain departments/areas within UCHealth that have already set up a consultative fee structure to serve local and regional requests. For these requests, separate cost agreements may need to be put into place and a different fee structure may be followed that differs from the above standard fee structure.

Pursuant to the Management Services Agreement entered into by the Parties and dated \_\_\_\_\_, UCHealth and Hospital agree to the following terms:

1. Scope of Support Services: *Describe project in detail and expected outcome.*
  - a. Hospital is requesting interim CV Cath Lab manager support for a period of 3-6 months while Hospital begins to recruit for permanent role. Interim support will be provided by qualified cath lab personnel with past relevant experience. Role will provide oversight, mentorship to current staff, training, review of policies and procedures, assessment of needs, and supervision. Role will also seek out physician feedback to address concerns and share with Hospital management for evaluation.
2. Costs: *List details (who is involved, area of focus, and materials needed) and total estimated dollars.*
  - a. Hourly Rate = (\$46.46\*30% benefits) \*15% = \$69.46

- b. Hotel costs with receipts
- c. Food costs with receipts
- d. Travel costs actual mileage at IRS rate and employee(s) travel time
- e. Need work space at facility, orientation, and access to relevant applications

3. Date(s) of Support Services: *Specify timeline.*

- i. Estimating 24 hours per week onsite.
- ii. Estimating 3-6 month coverage, while recruitment efforts occur.
- iii. Actual hours and dates to be finalized by Campbell County Health and UCHealth prior to start date, only actually hours worked will be charged.
- iv. Dates of onsite presence to be approved by Jerry Klein prior to arrival in writing.

4. Location of Support Services: *Campbell County Health, Gillette, Wyoming*

Hospital Main Contact Person: Jerry Klein [Jerry.Klein@CCHWYO.ORG](mailto:Jerry.Klein@CCHWYO.ORG)

UCHealth Main Contact Person: Robert Wagner [Robert.Wagner@uchealth.org](mailto:Robert.Wagner@uchealth.org)

APPROVAL of the Hospital:

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

Name/Title: \_\_\_\_\_

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

APPROVAL OF UCHealth:

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

Name/Title: \_\_\_\_\_

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