AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Memorandum of Understanding between Board of County Commissioners of the County of Gunnison, Colorado and Gunnison Valley Health Family Medicine; Gunnison County Prenatal Care Program; 12/1/14 thru 12/31/16

Action Requested: County Manager Signature

Parties to the Agreement: BOCC & Gunnison Valley Health

Term Begins: Dec. 1 2014 **Term Ends:** 12/31/2016 **Grant Contract #:**

Summary:
This Prenatal Care Program arrangement has been in place of over 10 years with other providers, many who no longer provide prenatal care. This MOU will expand providers to include Dr. Meeuwsen. This is already in the budget. This program is for individuals who will not qualify for any other form of financial assistance. Number of patients receiving prenatal care in this program is a MFR measure.

Fiscal Impact: $500 per delivered patient.

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

Finance Review: (●) Required ( ) Not Required

Comments:

This prenatal service agreement with GVH is part of the Prenatal program that is included in the County budget.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 12/16/2014

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

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 12/16/2014 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 12/16/2014

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

Agenda Date: 12/22/2014 Follow Up Agenda Date:

Revised April 2013

MEMORANDUM OF UNDERSTANDING BETWEEN BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO AND GUNNISON VALLEY HEALTH FAMILY MEDICINE

I. PURPOSE.

This Memorandum of Understanding (hereinafter "MOU") is entered on this 1st day of December, 2014, by and between Board of County Commissioners of the County of Gunnison, Colorado, 200 East Virginia Avenue, Gunnison, CO 81230 (hereinafter "Gunnison County"), and Gunnison Valley Health Family Medicine, 711 N. Taylor, Gunnison, CO 81230 (hereinafter "GVHFM"), for the purpose of participation in the Gunnison County Prenatal Care Program (hereinafter "GCPCP") for those who do not quality for any other form of financial assistance as is more fully described in Exhibits A and B, attached hereto and incorporated herein. This MOU establishes the terms, conditions, and responsibilities between the parties for prenatal care services.

II. PARTIES.

The Administrator for Gunnison County will be:

Carol Worrall, RN, BSN
Director of Public Health
(970) 641-0209

The Administrator for the GVHFM will be:

Stephanie Warth
Gunnison Valley Health Revenue Cycle Director
(970) 641-7207

III. EFFECTIVE DATE, MODIFICATION, AND TERMINATION.

This MOU shall become effective 12-1-, 2014 and terminate 12-31-2016, 2015. This MOU may be amended if mutually agreed upon, to change scope and terms of the MOU. Such changes shall be incorporated in writing to this MOU. Either party shall have the right to terminate this MOU at any time, with or without cause, upon thirty (30) days prior written notice to the other party. Upon termination, GVHFM shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms outlined in Exhibit A and Exhibit B.

IV. GUNNISON COUNTY RESPONSIBILITIES.

Gunnison County agrees to fulfill the terms and conditions executed between GVHFM and Gunnison County in the Memorandum of Understanding as follows:

- Screening patients for eligibility, including confirmation of established pregnancy and financial eligibility.

- Obtain patient consent to receive services through the Multicultural Resource Services.
- Provide patient information
- Pay for services rendered and billed for by GVHFM as more fully described in Exhibit A and Exhibit B.

V. GVHFM RESPONSIBILITIES.

The GVHFM agrees to fulfill the terms and conditions executed between Gunnison County and GVHFM in the Memorandum of Understanding as follows:

The GVHFM agrees to:

- Provide prenatal care services as more fully described in Exhibit A and B.
- Provide medical follow-up care to include a 6 week postpartum exam as more fully described in Exhibit A and B. This is not to include a pap test, as that will be done by Gunnison County Family Planning Program.
- Bill Gunnison County for services after completion of the 6 week postpartum exam.

VI. FINANCIAL CONSIDERATIONS.

Except where otherwise detailed in this MOU, each party is responsible for its own costs. Any assistance provided by Gunnison County under this MOU is subject to the availability of appropriations.

This MOU is subject to Gunnison County making an annual budget appropriation in an amount sufficient to fund this MOU. If Gunnison County fails or refuses to make such an appropriation, Gunnison County reserves the right to terminate this MOU without penalty to GVHFM pursuant to paragraph III of this MOU.

VII. GUNNISON COUNTY STRATEGIC RESULT.

Execution of this MOU will assist Gunnison County with its strategic measure to maintain a rate of 90% or more early prenatal care, as outlined in the Gunnison County Strategic Plan.

VIII. GENERAL PROVISIONS.

A. Inspection. Gunnison County reserves the right to review the services provided hereunder by GVHFM at all reasonable times and places during the term of this MOU. If any services do not conform to the Scope of Work, Gunnison County may require the GVHFM to perform the services again in conformity to the Scope of Work with no additional compensation. When defects in the services cannot be corrected by re-performance, then Gunnison County may require the GVHFM to take all necessary actions to ensure that future performance conforms to the Scope of Work, and equitably reduce the payments due to the GVHFM to reflect the reduced value of the services. In addition, Gunnison County shall have all other remedies available pursuant to law.

B. Attachments. All attachments (i.e., exhibits) to this MOU are incorporated herein by this reference and made a part hereof as if set forth fully herein. In the event of any conflict or inconsistency between the terms of this MOU and the attachment, the terms of this MOU shall control.

C. Non-Discrimination. The GVHFM shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age or sex.

D. Indemnification. GVHFM 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 GVHFM or its employees, subcontractors or agents in connection with this MOU.

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

E. Insurance. GVHFM agrees that at all times during the Term of this MOU that GVHFM shall carry and maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this MOU, GVHFM will provide insurance certificates to Gunnison County, listing Gunnison County as an additional insured, for the coverage's required herein which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County.

(1) Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by GVHFM during the term of this MOU.

(2) Professional Services Liability Insurance or the equivalent in an amount not less than $350,000, each occurrence and $990,000 aggregate, for damages arising out of the rendering, or failure to render, any professional services.

(3) Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than $350,000 for any injury to one person in any single occurrence and in an amount no less than $990,000 for any injury to two or more persons in any single occurrence.

F. Delegation and Assignment.

This is a professional services contract with GVHFM and, therefore, GVHFM shall not delegate or assign its duties under this MOU without the prior written consent of Gunnison County which consent Gunnison County may withhold in its sole

discretion. Subject to the foregoing, the terms, covenants and conditions of this MOU shall be binding on the successors and assigns of either party.

G. Notices.

Any notice, 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 certified first class US mail, postage prepaid, addressed as follows:

Gunnison County:
County Manager
Gunnison County
200 E. Virginia
Gunnison, Colorado 81230
Phone: 970-641-0248

With a copy to:
Board of County Commissioners
of the County of Gunnison, Colorado
200 E. Virginia
Gunnison, Colorado 81230

GVHFM: Gunnison Valley Health Family Medicine
Attn: Anna Marie Meeuwsen and Michael Meeuwsen
711 N. Taylor
Gunnison, CO 81230

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

H. Independent Contractor.

(1) In carrying out its obligations and activities under this MOU, GVHFM is acting as an independent contractor and not as an agent, partner, joint venture or employee of Gunnison County. GVHFM does not have any authority to bind Gunnison County in any manner whatsoever.

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

I. Immigration Compliance Certification.

1. GVHFM certifies that GVHFM does not and will not knowingly contract with or employ illegal aliens to work under this MOU.

2. GVHFM certifies that GVHFM has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this MOU.
3. GVHFM 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.
4. GVHFM 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.
5. GVHFM agrees to comply with the provisions of C.R.S. 8-17.5-101 et seq.

J. Entire Agreement.

This MOU contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

IX. MISCELLANEOUS.

A. Severability. If any clause or provision of this MOU 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.

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

C. No Waiver of Governmental Immunity. Nothing in this MOU 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.

X. ATTORNEYS FEES.

If any party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this MOU, the prevailing party shall have and recover against the other party, in addition to all court costs and disbursements, such sum as the court may adjudge to be reasonable attorney fees and expert witness fees.

XI. GOVERNING LAW.

This MOU 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 MOU shall be in the state District Court governing Gunnison, Colorado.

XII. COUNTERPARTS: FACSIMILE TRANSMISSION.

This MOU may be executed by facsimile and/or in any number of counterparts, any or all of which may 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.

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

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

BY: _____
Matthew Birnie, County Manager

ATTEST:

_____
Deputy Clerk

GUNNISON COUNTY SEAL COLORADO

GUNNISON VALLEY HEALTH FAMILY MEDICINE

BY: _____
Robert J. Santilli, CEO

EXHIBIT A

Scope of work—Participation in Gunnison County Prenatal Program

GUNNISON COUNTY RESPONSIBILITIES:
Gunnison County will be responsible for screening patients for eligibility for the Gunnison County Prenatal Program. This screening is to include confirmation of pregnancy by urine hCG. Financial screening will be done to determine if other insurance options may apply that could be accessed (this would eliminate eligibility to the Gunnison Prenatal Program) as well as enrollment in Emergency Medicaid (which will become effective upon hospital admission for delivery or a life threatening condition). If the patient does not call Gunnison County Public Health or GVHFM to cancel their appointment within 24 hours, it is the responsibility of the patient to pay the $40 no-show fee. Public Health may be contacted by the prenatal provider for assistance with reminder calls as needed.

GVHFM RESPONSIBILITIES:
GVHFM will be responsible for providing prenatal care for those women enrolled in the Gunnison County Prenatal Program that will also include delivery (covered by Emergency Mediciad)and 6 week postpartum exam. (Pap test not to be included as this will be done at Gunnison County Public Health). GVHFM will submit a bill for services upon completion of the 6 week postpartum exam.

Fee Arrangement—Prenatal Care Services

Gunnison County agrees to pay GVHFM up to $500 for each prenatal care patient upon completion of the 6 week postpartum exam. See Exhibit B for more details.

EXHIBIT B

GUNNISON COUNTY PUBLIC HEALTH PRENATAL PROGRAM

MEDICAL VOUCHER FOR CARE

Patient's Name_____
Mailing address_____
City/State_____County_____Zip_____
Phone
(Home/cell)_____(work)_____(message)_____
DOB_____Language_____Current WIC Patient_____
LMP_____EDC_____Para_____Grava_____Living Children_____
Medicaid Presumptive Eligibility No._____

TO BE COMPLETED BY PHYSICIAN

NOTE: All data fields must be completed before payment will be authorized. The Gunnison County Public Health Division will reimburse for prenatal services according to the amounts specified below. Ultrasounds and other lab will be the responsibility of the client. Please bill Gunnison County after the completion of the 6 week postpartum exam.

Gunnison County Public Health
225 North Pine St, Suite E
Gunnison, CO 81230

Gestational week the medical care began_____
Date of Delivery or Termination:_____Number of prenatal visits_____
If terminated, reason includes: moved___ lost to follow up___ other_____

Reimbursement requested:
____Delivered patient $500
Or
____Terminated patient (Initial visit $160. Subsequent visits @ $16/visit (not to exceed 16)
No. of subsequent visits____ X $16 = _____ + $160 = Total request $_____ .

Signature of
Physician_____Date_____
Thank you for agreeing to the above conditions for prenatal care for this client.

CONTRACT REVIEW SHEET

GUNNISON VALLEY HEALTH

711 N. Taylor Street
Gunnison CO 81230

Manager/Submitter: Stephanie Warth / PFS Director

Date of Submittal:

Department: PFS / HIM

Contractor/Vendor: **Gunnison County - Memorandum of Understanding**

Is the Contractor/Vendor owned, in whole or in part, by a physician, physician entity, physician family member or referral source? Yes or No: **No**

Type of Agreement: Professional Service Agreement

Description/Services: Prenatal Care Program (GCPCP) therefore for individuals who will not qualify for any other form of financial assistance.

Contractual Dates:

Effective Date: 12/1/2014

Automatic Renewals (Y/N): No

Length of Term: 12/31/2016

Termination w/o Cause (Y/N): No

Length of Notice for Termination w/o Cause:

Other: **Medical voucher for care will need to be completed for each patient - see fee schedule exhibit B**

Payment Amount:

Timing of Payments:

Total Annual Cost:

Total Cost if Multiple Years:

New, Renewal, Amendment, or Extension of Original Agreement: New contract

If Renewal, Amendment, or Extension, is Original Contract Attached?

Special Provisions/Comments/Points of Reference:

Gunnison County agrees to pay $500 for each prenatal care patient upon completion of the 6 weeks postpartum exam.

See exhibit B-
* Delivered patient → $500.00
* terminated patient → initial visit = $160.00 + up to 16 visits @ $16.00/visits
$256.00 + $160.00 = $416.00

Accounting/Sanction Provider Check Performed (Y/N): Yes Date: 12/4/2014

Entered in Contract list (Y / N) Yes Date: 12/4/2014

Contract Review Sheet - Page 2

Contract/Vendor: Gunnison County - Memorandum of Understanding

Type of Agreement: Professional Service Agreement

			Initial	Date
☐	Manager/Submitter	Stephanie Warth / PFS Director		
☐	Compliance Officer	James P. Barbuat		12/4/2014
☐	CFO	James P. Barbuat		12/4/2014
☐	IT Director	Trevor Smith		
☐	CNO	Audrey Cortez		
☐	Supply Chain Director	Vicki Gallegos		
☐	Human Resources	Christina Lovelace		
☐	Quality Management	Vacant		
☐	Mktg/Physician Svcs	Vacant		
☐	Clinical Operations			
☐	Business Office	Stephanie Warth		
☐	BioMed			
☐	Legal Counsel	Caplan & Earnest, LLC		
☐	President/CEO	Robert J. Santilli		12/4/2014
☐	Board of Trustees			

Exclusions Search Results: Individuals

No Results were found for

Birnie , Matthew

Worrall , Carol

Warth , Stephanie

If no results are found, this individual or entity (if it is an entity search) is not currently excluded. Print this Web page for your documentation

Search Again

Search conducted 12/4/2014 9:17:31 AM EST on OIG LEIE Exclusions database.
Source data updated on 12/3/2014 8:06:00 AM EST.