AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Intergovernmental Agreement, RE: Nurse Home Visito

Action Requested: County Manager Signature

Parties to the Agreement: BOCC & Montrose County

Term Begins: 7/1/16 **Term Ends:** 6/30/2017 **Grant Contract #:**

Summary:

Renewal of Nurse Family Partnership (NFP) IGA with Montrose County. Montrose Co. has contract with state. they subcontract for services in Gunnison--30 hrs./wk. Nurse Home Visitation services.

Fiscal Impact: $70,410

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

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 7/12/2016

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

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 7/11/2016 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/14/2016

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 7/19/2016

Revised April 2015

INTERGOVERNMENTAL AGREEMENT
RE: NURSE HOME VISITOR PROGRAM

THIS INTERGOVENMENTAL AGREEMENT shall become effective the 1st day of July, 2016 between the County of Montrose, State of Colorado, hereinafter referred to as "Montrose" and County of Gunnison, State of Colorado, hereinafter referred to as "Gunnison".

RECITALS

WHEREAS, Montrose has entered into a Task Order Contract Amendment dated July 1,2016 with the State of Colorado for the use and benefit of the Department of Public Health and Environment, a copy of which is attached hereto as "Exhibit A" and "Exhibit B-Amendment #3" for all purposes and specifically incorporated herein by reference and made a part hereof and hereinafter referred to as "Task Order"; and

WHEREAS, such Task Order provides, inter alia:

> The maximum amount payable by the State through direct reimbursement for work to be performed is $357,407, of which $70,410 is to be allotted for work in Gunnison and paid to the contractor for a total financial obligation and

WHEREAS, Gunnison represents to Montrose that it has reviewed this Intergovernmental Agreement together with the State Task Order with its County Attorney; and

WHEREAS, Montrose desires to enter into this subcontract with Gunnison and Gunnison desires to perform the terms and conditions of the State Task Order on behalf of Montrose as concerns Gunnison County in accordance with the terms of this Intergovernmental Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein it is agreed between Montrose and Gunnison:

SECTION I.
DESCRIPTION OF WORK

The work to be performed by Gunnison in accordance with the terms of this Intergovernmental Agreement shall encompass the performance of the Duties and Obligations of the above-referenced State Task Order as concerns Gunnison County specifically including, but not limited to, paragraph 3 and 4 under "General Provisions" of said State Task Order dated July 1, 2016. However, it is understood and agreed that it shall be the responsibility of Gunnison to comply with all particulars of said State Task Order as concerns Gunnison County and that Montrose shall not have such duty of performance under there.

SECTION II.
PAYMENT

In consideration of Gunnison's performance of the work, Gunnison will be paid monthly upon submission of invoices evidencing work completed. It is specifically understood and agreed that Montrose shall not be responsible for the payment of any County funds to Gunnison under this Intergovernmental Agreement. It is understood that Montrose's obligation is limited to the monies received from State in accordance with the State Task Order.

Montrose will submit bills through the Medicaid Management Information System (MMIS) each month for each qualifying mother/child receiving a visit as verified by Gunnison.

Administrative/indirect costs will be accounted and noted as Gunnison County local match at a direct rate of 10% of salaries plus computer fees. Any actual program costs submitted by the Gunnison NFP Nurse will be allocated and reimbursed to Gunnison up to the maximum payable amount. This allocation and reimbursement will occur only after Gunnison's monthly billings have been submitted to Montrose and Montrose has received appropriate reimbursement of funds from the State.

SECTION III.
RELATIONSHIP OF PARTIES

Gunnison shall perform its duties hereunder as an Independent Contractor and not as an employee of Montrose. Neither Gunnison nor any agent or employee of Gunnison shall be, or shall be deemed to be an agent or employee of Montrose. Gunnison shall pay when due all required employment taxes and income tax and local head tax on any monies paid pursuant to this contract. Gunnison acknowledges that Gunnison and its employees are not entitled to unemployment insurance benefits unless Gunnison or a third party provides such coverage and that Montrose does not pay for or otherwise provide such coverage. Gunnison shall have no authorization, express or implied, to bind Montrose to any agreements, liability, or understanding except as expressly set forth herein. Gunnison shall provide and keep in force worker's compensation (and show proof of such insurance) and unemployment compensation insurance in amounts required by law, and shall be solely responsible for the acts of Gunnison, its employees and agents.

SECTION IV.
DURATION

THE INITIAL term of this Intergovernmental Agreement shall commence on the 1st of July, 2016 and shall continue through June 30, 2017. The term of this Intergovernmental Agreement, including any extensions or renewals thereof, may not exceed one year.

SECTION V.
MONTROSE'S OVERALL SUPERVISION

In the performance of the work herein contemplated, Gunnison is an independent contractor with authority to control and direct the performance of the details of the work, Montrose being interested only in the results obtained. However, the work contemplated must meet the approval of Montrose and shall be subject to Montrose's general right of inspection and supervision to ensure the satisfactory completion thereof. Gunnison agrees to comply with all Federal, State and Municipal laws, rules and regulations are now or may in the future become applicable to Gunnison or Gunnison's performance covered by this Intergovernmental Agreement or accruing out of the performance of such operations.

SECTION VI.
NONASSIGNABILITY

The parties hereto stipulate and agree that this Intergovernmental Agreement or any interest therein shall not be assigned or transferred without the prior written consent of Montrose.

SECTION VII.
EFFECTIVE AGREEMENT

Each and every clause and covenant of this Agreement shall extend to, benefit, and bind the successors and assigns of the parties hereto respectively.

SECTION VIII.
AMENDMENTS

Any and all modifications or alterations of or additions to or changes in any term, condition, or agreement contained herein shall be void and not binding on either party hereto unless set forth in writing and signed by both parties.

SECTION IX.
DEFAULT

It is agreed that time is of the essence in the performance of this Intergovernmental Agreement. In the event of default by either party, the non-defaulting party shall give the defaulting party written notice by certified mail of such default and the defaulting party shall have ten (10) days to correct said default. If said default is not corrected within said ten (10) day period, the non-defaulting party may bring any action at law or equity authorized by the laws of the State of Colorado.

SECTION X.
TERMINATION

It is understood that this Intergovernmental Agreement may be terminated by either party, without cause, upon thirty (30) days written notice to the other party.

SECTION XI.
COMPLIANCE

Both parties agree that they shall perform pursuant to this Agreement in full compliance with all local, state and federal laws, specifically including, but not limited to, HIPAA.

IN WITNESS WHEREOF, the respective parties have hereunto set their signatures effective the day and year first above written.

MONTROSE COUNTY HEALTH AND HUMAN SERVICES

Kristin D. Pulatie JD, MPH Director

DATE: 6.22.16

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS

County Manager for Board of County Commissioners

DATE:

MONTROSE BOARD OF COUNTY COMMISSIONERS

Chairman

DATE: 7-5-16

ATTEST:

Deputy Clerk of the Board

DATE: July 5, 2016

COUNTY CLERK SEAL MONTROSE COUNTY, COLORADO

STATEMENT OF WORK

These provisions are to be read and interpreted in conjunction with the provisions of the Amendment specified above.

I. Project Description:

In order to implement the Nurse Home Visitor Program (NHVP) efficiently and effectively and to promote the successful partnerships between state public entities and the private sector, responsibility for the program is divided between the Colorado Department of Human Services, which is responsible for financial administration of the program, and the Regents of University of Colorado, a body corporate, for and on behalf of the University of Colorado Denver (UCD) located at the Anschutz Medical Campus which is responsible for programmatic, clinical and technical support, monitoring and evaluation, including data collection, for the program. It is the intent of the general assembly that the state department and the health sciences facility work collaboratively to share information in order to promote efficient and effective program implementation; however, neither entity is responsible for the other entity's statutorily prescribed duties.

II. Performance Requirements/Deliverables:

1. The Contractor, in accordance with the terms and conditions of the Contract and this Exhibit, shall perform and complete, in a timely and satisfactory manner, all activities and services related to the fiscal management of the Colorado Nurse Home Visitor Program as set forth in CRS 26-6.4-107.2(a.5). The fiscal management provided by the contractor for the program must be deemed by the State to be acceptable and in good faith. For fiscal management to be "acceptable" it must comply with all, but not limited to, the items listed below, which are incorporated and made part hereof by reference. Links to all said documents are located at: http://www.coloradoofficeofearlychildhood.com/#!nurse-home-visitor-program/c1hey

   - Colorado Nurse Home Visitor Program Act, as described in § 26-6.4.101, C.R.S.
   - Colorado Nurse Home Visitor Program Fiscal Compliance Requirements

   - Rules Concerning the Nurse Home Visitor Program
   - Nurse Home Visitor Program Targeted Case Management Medicaid Billing Manual

2. The Contractor shall submit the following report, when requested . These documents are located at the link shown above.

   - Year-to-Date Expenditure/Mid-Year Projections Report

3. The Contractor shall complete in a satisfactory manner and by the indicated date, all activities stated in the Areas Requiring Performance Improvement Plan or Funding Conditions in the NHVP Application Review Summary which is incorporated and made part hereof by reference (see Exhibit F).

4. The Contractor shall participate in meetings or trainings as requested by the State, including attendance by the Contractor's Nurse Supervisor and fiscal staff at the NHVP grantee workshop; and the Contractor must cover all costs as applicable.

5. The Contractor shall provide the nurse home visitor services in accordance with the grantee application and the FY2015 Budget, **Exhibit B**.

6. Funding adjustments may be executed during the term of this Contract in accordance with Additional Provisions, **Exhibit C**. Grant awards are made using NHVP funding and Medicaid reimbursement estimates. The total amount of funding for the term of this Contract may not exceed the Total Amount Requested from the CDHS as provided in the attached Budget, **Exhibit B**. If the Contractor draws more Medicaid funding, the State will reduce the NHVP funding. Unless otherwise approved, overages of Medicaid funding in one fiscal year are reconciled in the subsequent fiscal year. If the contractor draws less Medicaid funding the

state may increase the NHVP funding, if funding is available, during the Mid-Year Budget Projections process. Medicaid income generated from Nurse Home Visitor Program services shall be spent on the Nurse Home Visitor Program.

7. Contractor shall submit Medicaid reimbursement requests for all eligible clients. Department of Health Care Policy and Financing (HCPF) oversees the submission of Medicaid reimbursement requests for compliance with HCPF procedures and the Medicaid Billing Manual. The Medicaid Billing Manual can be accessed at the link shown under Item 1.

8. Contractor shall refer families participating in any and all programs in its agency such as the Special Supplemental Program for Women, Infants and Children (WIC), Early and Periodic Screening, Diagnosis and Treatment (EPSDT), Immunization Clinics, Health Care Program for Children with Special Health Care Needs (HCP), Prenatal Plus (PNP), etc. to appropriate enabling and direct care service programs in the community. Contractor shall provide all pregnant women in need of resources for prenatal medical care information about programs such as WIC, PNP, etc. as needed; provide all individuals seeking reproductive health services with information about pregnancy planning, preconception health, the consequences of unintended pregnancies, and referrals to comprehensive family planning services; and shall ensure that all children ages birth through two years who may be eligible for early intervention services are referred to Early Intervention Colorado.

9. Contractor shall notify the State within thirty (30) days of a change of the NHVP Nurse Coordinator/Supervisor or fiscal staff and shall require any new NHVP Nurse Coordinator/Supervisor and fiscal staff working on NHVP services to participate in Fiscal Orientation within forty-five (45) days of employment.

10. In order to fulfill model requirements as an implementation site for the Nurse Family Partnership home visiting program, Contractor shall comply with all elements of the FY 2014-2015 Nurse Home Visitor Program Non-Competing Continuation Application Review Summary which is incorporated and made a part of this contract as **Exhibit F**.

III. Monitoring:

The monitoring of this contract for compliance with fiscal performance requirements is based in part on a fiscal risk assessment conducted prior to contracting, contractor fiscal and programmatic performance during the contract period and contractor compliance with contractual terms and conditions during the contract period. Monitoring will be conducted by the *Program Manager(State Representative)* and methods used will include review of documentation reflective of performance, including reimbursement requests and other documentation as applicable. The contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

IV. Resolution of Non-Compliance:

The Contractor will be notified in writing within **30** calendar days of discovery of a compliance issue. Within **45** calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the time line, the Contractor must email a request to the *Program Manager* (State Representative) and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the Remedies section of the General Provisions of this contract.

V. Option to Extend the Term of the Contract:

- The State may require continued performance for a period of 4 (four) additional one-year periods at the same rates and same terms specified in the Contract. If the State exercises the option, it will provide written notice to Contractor at least 30 days prior to the end of the current contract term in a form substantially equivalent to **Exhibit E**. If exercised, the provisions of the Option Letter shall become part of and be incorporated into the original contract. The total duration of this Contract, including any options under this clause, shall not exceed 5 (five) years.

- The State may increase or decrease the quantity of goods/services described in section/schedule/exhibit based upon the rates established in the Contract. If the State exercises the option, it will provide written notice to Contractor as least 30 days prior to the end of the current contract term in a form substantially equivalent to **Exhibit E**. Delivery/performance of the goods/service shall continue at the same rates and terms. If exercised, the provisions of the Option Letter shall become part of and be incorporated into the original contract.

VI. Performance Measures and Monitoring

1. Fiscal performance monitoring by the State for this contract includes without limitation using the following criteria:

- Contractor maintains a caseload commensurate with funding allocation throughout the contract period
- Contractor's Medicaid revenue will be commensurate with the estimate in the approved budget
- Contractor's cost reimbursement requests will be submitted on time (within 60 days of the last day of the month for which you are requesting reimbursement) and will be accurate (line items in the reimbursement request will align with line items in your approved budget).

NHVP FY2016-17 Budget

FOR THE PERIOD:	July 1, 2016 - June 30, 2017
APPLICANT:	Montrose County Department of Health and Human Services
FUNDED CASELOAD:	75
COUNTIES SERVED:	Montrose, Delta, Gunnison, Ouray and limited San Miguel

					July 1, 2016 to June 30, 2017		
					A. Other Sources of Funding	B. Medicaid Estimate	C. CDHS Funding (NHVP)
PERSONNEL COSTS (Detail Expenses)	**Base Salary (Annual)**	**Fringe Benefits**	**% Effort (CDHS NHVP ONLY)**	**Total**			
Kimberly Cook, Nurse Home Visitor	$47,568	$14,398	100%	$61,966			$61,966
Denise Wallen, Nurse Home Visitor	$24,926	$3,058	100%	$27,984			$27,984
Sheila Olson, Nurse Home Visitor	$64,680	$18,696	45.33%	$37,794		$45,586	$37,794
Theresa (Terry) Balet, Supervisor	$51,252	$14,408	100%	$65,660			$65,660
Veronica Martinez-Erie, Adminstrative Assistant	$33,706	$14,423	75%	$36,097			$36,097
				1. TOTAL PERSONNEL COSTS	**$0**	**$45,586**	**$229,501**
OPERATING (Detail Expenses)							
Office Operating Expenses (i.e. supplies, pens, etc.)							$2,000
Client Support Materials							$4,670
Printing & Publications							$2,240
Postal & Shipping Services							$200
Communications (i.e. long distance, cellular and network service, and USB aircards for tablets)							$1,000
Outside Services Maternal Childhood (mental health services and consulting)							$1,000
Required model materials (i.e. Keys to Care Giving, Beginning Rhythms, etc.)							$2,000
Computers or laptops w/ Software							$700
Rent, Maintenance, Utilities (if not included in indirect rate)							$16,884
				2. TOTAL OPERATING	**$0**	**$0**	**$30,694**
Training and Technical Assistance		Fee	#	Total Cost			
DANCE Licensing	Per NHV & Sup	$60	5	$300			$300
Program Support Fee	Per Sup	$7,620	1	$7,260			$7,260
Nurse Consultation Fee	Per First Sup	$2,742	1	$2,742			$2,742
Professional Development	Per Nurse & Sup	$600	4	$2,400			$2,400
				3. TOTAL TRAINING and TECHNICAL ASSISTANCE	**$0**	**$0**	**$12,702**
Equipment (Over $5,000 Per Item)							
No Costs in this Category will be reimbursed by CDHS.							$0
				4. TOTAL EQUIPMENT	**$0**	**$0**	**$0**
TRAVEL (Detail Expenses)							
NFP Training and Meeting Travel (Supervisors, Nurses)							$1,500
County Vehicle Charges (fleet, maintenance and allocated accrued replacement costs and mileage							$9,100
				5. TOTAL TRAVEL	**$0**	**$0**	**$10,600**
Contractual (Include Contractual Services)							
Gunnison County NFP program costs (includes salary, benefits, professional development, operating expenses mileage, cell phone and IT)							$70,410
				6. TOTAL CONTRACTUAL	**$0**	**$0**	**$70,410**
TOTAL DIRECT PROGRAM COSTS (Add budget categories 1-6)					**$0**	**$45,586**	**$353,907**
ADMINSTRATIVE COSTS (Detail Administrative Costs) OR Indirect (if applicable)							
Administrative Personnel Services (i.e. accting, admin, HR)							$3,500
County administrative allocated services charges (per MUNIS based on county projections					$29,938		
				TOTAL ADMINISTRATIVE COSTS	**$29,938**	**$0**	**$3,500**
TOTAL PROGRAM COSTS (Direct Program + Administrative Costs)					**$29,938**	**$45,586**	**$357,407**

Montrose County Department of Health and Human Services

FY2016-17 BUDGET NARRATIVE

Budget Period: July 1, 2016 – June 30, 2017

PERSONNEL: $229,501

Kimberly Cook, Denise Wallen and Sheila Olson are home visitors who conduct home visits and coordinate schedules with families.
Theresa Balet serves as the supervisor and manages all operations for the home visiting program at this site.
Veronica Martinez-Erie is the administrative assistant for our program and is responsible for interpretation for our Spanish spreaking, data entry, Medicaid billing and program support.
Fringe benefits at Montrose County includes: Workers' Compensation, FICA, Medicare, Unemployment, Long Ternm Disability, Retirement and in some cases health benefits.

OPERATING EXPENSES: $30,694

Office Operating expenses ($2,000)is used to purchase materials for program, such as pens, paper, folders, binders and other office supplies.
Client Support Materials ($4,670) includes gifts for children and mothers to promote emotional and social development , as well as safety and positive relationships. These funds are also being used to buy incentives for our new "Earn While You Learn" program which was implemented to support client engagement and retention.
Printing and Publications ($2,240) is used to print necessary forms and materials for the program.
Postal and shipping services ($200) is used to cover costs for documents or communication to be mailed to clients or partnering sites.
Communications ($1,000) is used to cover cost of phone services, long distance, cell services and data plan for our tablets used during client visits.
Outside Services: Maternal and Early Childhood Mental Health ($1,000) is used to cover nurse consultation with mental health worker when dealing with challenging clients.
Required Model Materials ($2,000) to cover costs of model materials and forms that are required during home visits.
Computers or laptops with software ($700) is used to update software for Medicaid billing.
Rent, Maintenance and Utilities ($16,884) are used for costs to cover NFP space in the HHS building.

TRAINING AND TECHNICAL ASSISTANCE: $12,702

DANCE Licensing ($300) We have nurses on our team (including supervisor) that will need to renew DANCE licensing in 2017.
Program Support Fee ($7,260) and **Nurse Consultation Fee ($2,742)** covers the costs for site supervisor's monthly supervision calls with consultant, as well as quarterly supervisor meeting and program support from IIK nurse consultants.
Professional Development ($2,400) covers the costs for all NHV, including site supervisor, to attend classes and continuing education in order to maintain competency and grow as a professional.

EQUIPMENT: $0

No Costs in this Category will be reimbursed by CDHS.

TRAVEL: $10,600

NFP Training and Meeting Travel (1,500) this cost is necessary so that home visitors and supervisor can travel to meetings and classes. NFP training and meeting travel includes mileage, hotel and per diem for meals when overstay is needed for training.
County Vehicle Charges ($9,100) With the switch from using personal cars to the county fleet vehicles, these costs are necessary so that NHV can travel to clients homes for services.

CONTRACTUAL: $70,410

Contractual Services ($70,410) cover contractual programming costs for NFP services Gunnison. Gunnison county is part of the Region 10 NFP site. Our site has a NHV that lives in Gunnison and works out of Gunnison County HHS. The program costs for Gunnison county reflects the NHV salary and benefits, professional development, IT, office operating expenses, phone, travel, etc.

ADMINISTRATIVE COSTS or INDIRECT: $3,500

Administrative Personnel Services ($3,500) covers costs for Human Resources, accounting and other administrative support that Montrose County provides to help run our Nurse Home Visiting program.

GRAND TOTAL COSTS TO BE BILLED TO CDHS: $357,407