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 Family Physicians; Nexplanon Insertion and Removal, IUD/IUS Insertion and Removals, and Vasectomy Procedures; 6/1/13 thru 6/1/15

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County & Gunnison Valley Family Physicians

Term Begins: 6/1/2013 **Term Ends:** 6/1/2015 **Grant Contract #:**

Summary:
MOU with Gunnison Valley Family Physicians for IUD/IUS, Nexplanon & provide up to 10 vasectomy operations a year.

Fiscal Impact: To be provided in full by Family Planning Budget

Submitted by: L. McLoughlin **Submitter's Email Address:** lmcloughlin@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

This is a renewal MOU required by CDPHE to set the service provided and the fee's that are charged. Cost are covered by the Family Planning budgets. Jane Wyman

Reviewed by: Lnienhueser Discharge Date: 5/7/2013

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

Comments:

Reviewed by: ATrezise Discharge Date: 5/3/2013 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reviewed by: MBirnie Discharge Date: 5/7/2013

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

Agenda Date: 5/21/2013 Follow Up Agenda Date: N/A

Revised April 2013

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

I. PURPOSE.

This Memorandum of Understanding (hereinafter "MOU") is entered on this 1st day of June, 2013, 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 Family Physicians, 130 East Virginia Avenue, Gunnison, CO 81230 (hereinafter "GVFP"), for the purpose of Nexplanon insertion and removal, IUD/IUS insertion and removals and vasectomy procedures, as more fully described in Exhibit A, Exhibit B and Exhibit C, attached hereto and incorporated herein. This MOU establishes the terms conditions, and responsibilities between the parties for Nexplanon insertion and removal.

II. PARTIES.

The Administrator for Gunnison County will be:

Laura McLoughlin
Family Planning Coordinator
Director of Public Health
(970) 641-0209

The Administrator for the GVFP will be:

Barb Rider
Office Manager
(970) 641-0211

III. EFFECTIVE DATE, MODIFICATION, AND TERMINATION.

This MOU shall become effective June 1, 2013 and terminate June 1, 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, GVFP shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms outlined in Exhibit A, Exhibit B and Exhibit C.

IV. GUNNISON COUNTY RESPONSIBILITIES.

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

- Bullet out responsibilities/deliverables of Gunnison County. Include any financial considerations to the MOU (payment for services rendered, reimbursement conditions, etc.). This may be included as additional attachments in the form of a Scope of Work.

V. GVFP RESPONSIBILITIES.

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

The GVFP agrees to:

- Bullet out responsibilities/deliverables of the GVFP. Include any financial considerations to the MOU (payment for services rendered, reimbursement conditions, etc.). This may be included as an additional attachment in the form of a Scope of Work.

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 GVFP 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 Keep The Rate Of Unintended Births At Or Below 20% Of Live Births, 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 GVFP 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 GVFP 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 GVFP to take all necessary actions to ensure that future performance conforms to the Scope of Work, and equitably reduce the payments due to the GVFP 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 GVFP 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. GVFP 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 GVFP 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. GVFP agrees that at all times during the Term of this MOU that GVFP 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, GVFP 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 GVFP during the term of this MOU.

(2) Professional Services Liability Insurance or the equivalent in an amount not less than $150,000, each occurrence and $600,000 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 $150,000 for any injury to one person in any single occurrence and in an amount no less than $600,000 for any injury to two or more persons in any single occurrence.

F. Delegation And Assignment.

This is a professional services contract with GVFP and, therefore, GVFP 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

GVFP: Gunnison Valley Family Physicians
Attn: Barb Rider
130 East Virginia Avenue
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, GVFP is acting as an independent contractor and not as an agent, partner, joint venture or employee of Gunnison County. GVFP does not have any authority to bind Gunnison County in any manner whatsoever.

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

I. Immigration Compliance Certification.

1. GVFP certifies that GVFP does not and will not knowingly contract with or employ illegal aliens to work under this MOU.
2. GVFP certifies that GVFP has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this MOU.
3. GVFP 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. GVFP 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. GVFP 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 attorneys 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 my contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

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 VALLEY FAMILY PHYSICIANS

BY: _____
Barb Rider, Office Manager

EXHIBIT A

Scope of work—Nexplanon insertions and removals

Gunnison County will be responsible for screening patients for eligibility for Nexplanon insertion. This screening is to include a physical exam and laboratory testing, as per Title X regulations. For patients desiring a Nexplanon, assessment of contraindications and provision of a referral for each patient will also be the responsibility of Gunnison County. Gunnison County will be responsible for obtaining consent for the insertion and use of Nexplanon and will provide all necessary patient information pursuant to Title X regulations. Gunnison County will provide the Nexplanon device. If the patient does not call Gunnison County or GVFP to cancel their appointment within 24 hours, it is the responsibility of the patient to pay the $40 no-show fee.

GVFP will be responsible for the insertion and removal of Nexplanon. Immediate after-care instructions will be given to the patient by GVFP. If the patient has a need for medical follow up related to the Nexplanon within 45 days after insertion or removal, GVFP will provide that care.

Fee Arrangement—Nexplanon insertions and removals

Gunnison County agrees to pay GVFP $100 for each Nexplanon insertion and removal for eligible patients pursuant to Title X regulations.

EXHIBIT B

Scope of work—Intrauterine Device (IUD)/Intrauterine System (IUS) insertions and removals

Gunnison County will be responsible for screening patients for eligibility for IUD/IUS insertion. This screening is to include a physical exam and laboratory testing (i.e. Pap, Gonorrhea/Chlamydia, urine hCG, and/or hemoglobin/hematocrit as needed) per Title X regulations. For patients desiring an IUD/IUS, assessment of contraindications and provision of a referral for each patient will also be the responsibility of Gunnison County. Gunnison County will be responsible for obtaining consent for the insertion and use of the IUD/IUS and will provide all necessary patient information and education per Title X guidelines. Gunnison County will provide the IUD/IUS device. It is the responsibility of Gunnison County to contact patient and remind them of their insertion appointment. If the patient does not call Gunnison County or GVFP to cancel their appointment within 24 hours, it is the responsibility of the patient to pay the $40 no-show fee.

GVFP will be responsible for the insertion and removal of the IUD/IUS. Pre-consult appointment, as needed per physician, will be included in insertion fee. Immediate after-care instructions will be given to the patient by GVFP. Follow-up visit 2 weeks post-insertion is to be included. If the patient has a need for medical follow up related to the IUD/IUS within 3 months after insertion or removal, GVFP will provide that care at no charge to Gunnison County.

Fee Arrangement—IUD/IUS insertions and removals

Gunnison County agrees to pay GVFP $100 insertion and removal for eligible patients pursuant to Title X regulations.

EXHIBIT C

Scope of work—Vasectomies

Gunnison County will be responsible for initial education, counseling, and screening patients for eligibility for vasectomy. For patients desiring a vasectomy, assessment of contraindications and provision of a referral for each patient will also be the responsibility of Gunnison County. Gunnison County will be responsible for obtaining consent for the vasectomy and will provide the patient with all necessary information per Title X guidelines. If the patient does not call Gunnison County or GVFP to cancel their appointment within 24 hours, it is the responsibility of the patient to pay the $40 no-show fee.

GVFP will be responsible for the vasectomy procedure. Pre-operative appointment, vasectomy procedure, one week post-operative appointment, and pathology labs will be included in fee. Any costs for additional sperm counts will be covered by the patient. Immediate after-care instructions will be given to the patient by GVFP. Follow-up visit one week post-operation is to be included. If the patient has a need for medical follow up related to the procedure within 8 weeks, GVFP will provide that care. If it is determined at a later date that the vas deferens is still intact, procedure would be repeated by GVFP at no cost to patient or Gunnison County. GVFP is to provide a maximum of 10 vasectomies per year.

Fee Arrangement—Vasectomies

Gunnison County agrees to pay GVFP $625 for vasectomies for eligible patients pursuant to Title X regulations.