AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Acknowledgment of County Manager Signature; Memora

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: BOCC & Gunnison Valley Family Physicians

Term Begins: **Term Ends:** 12/31/2017 **Grant Contract #:**

Summary:

Renewal of MOA for Family Planning services. PH has received a total of $45,442 from CDPHE-FP program from foundations for specific LARC products that must be spent by 6/30/16. A portion of this will be used for 8 vasectomies done at GVFP for non or underinsured males. GVPH will be

Fiscal Impact: $6,000 from the additional $45,442 LARC funding

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: 5/3/2016

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

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 5/3/2016 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/3/2016

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

Agenda Date: 5/17/2016

Revised April 2015

MEMORANDUM OF AGREEMENT

Between

THE BOARD OF COUNTY COMMISSIONERS

OF THE COUNTY OF GUNNISON, COLORADO

And

GUNNISON VALLEY FAMILY PHYSICIANS

THIS MEMORANDUM OF AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO AND GUNNISON VALLEY FAMILY PHYSICIANS ("Agreement") is entered into on this 25th day of April, 2016 by and between the Board of County Commissioners of the County of Gunnison, Colorado whose address is 200 E. Virginia, Colorado 81230 ("Gunnison County") on behalf of the Gunnison County Public Health Department ("Public Health Department"), and Gunnison Valley Family Physicians whose address is 130 East Virginia, Gunnison, Colorado 81230 ("GV Family Physicians").

A. RECITALS

Gunnison County supports family planning and reproductive health services provided through the Public Health Department and believes it is in the community's best interests to provide those services; and

GV Family Physicians wishes to assist Gunnison County in providing family planning and reproductive health services; and

Gunnison County, on behalf of the Public Health Department, desires to engage GV Family Physicians to provide those services according to this Agreement; and

GV Family Physicians desires to provide those services according to this Agreement to the Public Health Department through Gunnison County.

B. AGREEMENT

NOW THEREFORE, in consideration of the Recitals above and the mutual covenants and obligations hereinafter set forth below, the parties agree to the following:

1. TERM.

The term of this Agreement shall commence on the date first set forth above and shall terminate on December 31, 2017, unless extended by mutual written agreement of the parties 30 days prior to the expiration date or otherwise terminated or replaced as provided herein.

2. SCOPE OF WORK.

The Public Health Department and GV Family Physicians shall provide the following services during the Term of this Agreement:

A. Implanon Insertions and Removals.

Gunnison County will be responsible for screening patients for eligibility for Implanon insertion. This screening is to include a physical exam, and laboratory testing, as per Title X of the Public Health Service Act, 42 U.S.C. 300, *et seq.* and 42 CFR part 59, subpart A ("Title X Regulations and Guidelines"). For patients desiring Implanon, provision of a referral for each patient will also be the responsibility of Gunnison County. Gunnison County will also be responsible for obtaining consent for the insertion and use of Implanon, and will provide all necessary patient information, as per Title X Regulations and Guidelines. Gunnison County will provide the Implanon device.

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

B. Intrauterine Device (IUD)/Intrauterine System (IUS) Insertions and Removals.

The Public Health Department will be responsible for screening patients for eligibility for IUD insertion. This screening is to include a physical exam and laboratory testing (i.e. Pap, Gonorrhea/Chlamydia, urine HCG, and/or hemoglobin/hematocrit as necessary) per Title X Regulations and Guidelines. For patients desiring an IUD/IUS, provision of a referral for each patient will also be the responsibility of the Public Health Department. The Public Health Department 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 Regulations and Guidelines. The Public Health Department will provide the IUD/IUS device. It is the responsibility of the Public Health Department to contact patient and remind them of their appointment.

GV Family Physicians will be responsible for the insertion and removal of the IUD/IUS. Pre-consult appointment, as needed per physician, will be included in the insertion fee. Immediate aftercare instructions will be given to the patient by GV Family Physicians. Referral form will be returned to the Public Health Department. Follow-up visit 2 to 3 months 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, GV Family Physicians will provide that care at no cost to patient or the Public Health Department.

C. Vasectomies.

The Public Health Department will be responsible for initial education, counseling, and screening patients for eligibility for vasectomy. For patients desiring a vasectomy, provision of a referral for each patient will also be the responsibility of the Public Health Department. The Public Health Department will be responsible for obtaining consent at least 30 days prior to the vasectomy and will provide the patient with all necessary information per Title X Regulations and Guidelines and 42 CFR part 50, subpart B.

GV Family Physicians will be responsible for the vasectomy procedure. Pre-operative appointment, first post-procedure sperm count, and any pathology labs (if needed) will be included in the fee. Any costs for additional sperm counts will be covered by the patient. Immediate after-care instructions will be given to the patient by GV Family Physicians. Follow-up visit 8 weeks post-operation is to be included. If the patient has a need for medical follow up related to the procedure within 8 weeks, GV Family Physicians will provide that care. If it is determined at a later date that the vas deferens is still intact, procedure would be repeated by GV Family Physicians at no cost to patient or the Public Health Department.

3. CONSIDERATION.

In consideration and in exchange for services delegated to GV Family Physicians as identified in above paragraph 2, *Scope of Work*, Gunnison County shall compensate GV Family Physicians as follows:

1. One Hundred and No/100 U.S. Dollars ($100) for each Implanon insertion and removal.
2. One Hundred and No/100 U.S. Dollars ($100) for each IUD/IUS insertion and Seventy Five and No/100 U.S. Dollars ($75) for each IUD/IUS removal.
3. Seven Hundred Fifty and No/100 U.S. Dollars ($750) for each vasectomy.

It is understood that if a patient does not call the Public Health Department or GV Family Physicians to cancel their appointment with GV Family Physicians within 24 hours, it will be the responsibility of the patient to pay the no show fee in the amount of Fifty and No/100 U.S. Dollars ($50).

Within 30 days after receipt of invoice for services provided, Gunnison County shall reimburse GV Family Physicians for said services.

4. INSPECTION.

Gunnison County reserves the right to review the services provided hereunder by GV Family Physicians at all reasonable times and places during the Term of this Agreement. If any services performed by GV Family Physicians do not conform to those

services delegated to GV Family Physicians as identified in above paragraph 2, *Scope of Work*, Gunnison County may require GV Family Physicians to perform those services again in conformity with those services identified in above paragraph 2, *Scope of Work*, with no additional compensation. When defects in the services cannot be corrected by re-performance, then Gunnison County may require GV Family Physicians to take all necessary actions to ensure that future performance conforms to the services delegated to GV Family Physicians as identified above paragraph 2, *Scope of Work*, and equitably reduce the payments due to GV Family Physicians to reflect the reduced value of said services.

5. GUNNISON COUNTY STRATEGIC PLAN

Execution of this Agreement will assist Gunnison County with its strategic measure to promote optimal community and family health, safety and wellbeing by providing family planning and reproductive health services the Public Health Department.

6. INSURANCE.

GV Family Physicians agrees that at all times during the Term of this Agreement that GV Family Physicians shall carry and maintain, in full force and effect the following insurance policies:

a. Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by GV Family Physicians during the Term of this Agreement.

b. General, Personal Injury, and Professional Liability Insurance (including bodily injury, personal injury and property damage) with the following coverage:

    1. Occurrence Basis Policy – combined single limit of Six Hundred Thousand and No/100 U.S. Dollars ($600,000); and

    2. Annual Aggregate Limit Policy – not less than One Million and No/100 U.S. Dollars ($1,000,000) plus agreement that vendor will purchase additional insurance to replenish the limit to One Million and No/100 U.S. Dollars ($1,000,000) if claims reduce the annual aggregate below Six Hundred Thousand and No/100 U.S. Dollars ($600,000); and

    3. Claims-Made Policy – combined single limit of Six Hundred Thousand and No/100 U.S. Dollars ($600,000) plus an endorsement that extends coverage two (2) years beyond the policy date.

Within thirty (30) days of the execution of this Agreement, GV Family Physicians 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.

7. RELATIONSHIP OF THE PARTIES.

The relationship of GV Family Physicians to Gunnison County is that of an independent contractor, providing family planning and reproductive health services pursuant to this Agreement. GV Family Physicians is not an agent of Gunnison County, and Gunnison County is not responsible for the acts or omissions of GV Family Physicians, its officers, employees or agents. GV Family Physicians employees are not and shall not be employees of Gunnison County and the Gunnison County Personnel Policy shall not apply to their employment by GV Family Physicians pursuant to this Agreement or otherwise. GV Family Physicians acknowledges and agrees that GV Family Physicians is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, GV Family Physicians is obligated to pay federal and state income tax on any moneys paid it related to the services.

8. INDEMNIFICATION.

GV Family Physicians 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 GV Family Physicians or its employees, subcontractors or agents in connection with this Agreement.

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

9. DISCRIMINATION.

GV Family Physicians agrees not to discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. GV Family Physicians shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, GV Family Physicians shall comply with such enforcement procedures as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

10. IMMIGRATION COMPLIANCE CERTIFICATION.

GV Family Physicians certifies that GV Family Physicians does not and will not knowingly Agreement with or employ illegal aliens to work under this Agreement.

GV Family Physicians certifies that GV Family Physicians has required its subcontractors to certify that they do not knowingly Agreement with or employ illegal aliens to work under this Agreement.

GV Family Physicians 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.

GV Family Physicians 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.

GV Family Physicians agrees to comply with the provisions of C.R.S. 8-17.5-101 et seq.

11. ADA COMPLIANCE.

GV Family Physicians assures Gunnison County that at all times during the performance of this Agreement no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied benefits of the service, programs, or activities performed by GV Family Physicians, or be subjected to any discrimination by GV Family Physicians upon which assurance Gunnison County relies.

12. MISCELLANEOUS.

SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

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

NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement 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.

13. DELEGATION AND ASSIGNMENT.

This is a personal services Agreement with GV Family Physicians and, therefore, GV Family Physicians shall not delegate or assign its duties under this Agreement without the prior written consent of Gunnison County which consent Gunnison County may

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

14. NOTICES.

Any notice, report, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by fax, e-mail or certified first class U.S. mail, postage prepaid, addressed as follows:

Gunnison County:	Matthew Birnie County Manager, Gunnison County 200 E. Virginia Gunnison, CO 81230 Fax: 641-3061 Email: mbirnie@gunnisoncounty.org
With an extra copy to: Public Health Department:	Carol Worrall, Director Gunnison County Public Health Department 225 N. Pine Street, Suite E Gunnison, Colorado 81230 Fax: 641-8346 Email: cworrall@gunnisoncounty.org
GV Family Physicians:	Dr. Jay McMurren Gunnison Valley Family Physicians 130 E. Virginia Gunnison, CO 81230 Fax: 641-1268

15. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other.

16. GOVERNING LAW.

This Agreement 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 Agreement shall be in the State District Court governing Gunnison County, Colorado.

17. COUNTERPARTS: FACSIMILE TRANSMISSION.

This Agreement 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.

18. ENTIRE AGREEMENT.

This Agreement contains the entire Agreement between the parties hereto with respect to the subject matter herein and supersedes any and all prior Agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

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

County Manager Matthew Birnie for the
BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
~~Paula Swenson, Chairperson~~
Matthew Birnie, County Manager

ATTEST:

_____
Deputy County Clerk

GUNNISON COUNTY SEAL COLORADO

GUNNISON VALLEY FAMILY PHYSICIANS

By: _____ 4/25/2016
Dr. Jay McMurren

COPIC
Better Medicine • Better Lives

CERTIFICATE OF PROFESSIONAL LIABILITY INSURANCE

CERTIFICATE HOLDER

Jay W. McMurren, M.D.
130 E Virginia Ave
Gunnison, CO 81230-2246

INSURED

Jay W. McMurren, M.D.
130 E Virginia Ave
Gunnison, CO 81230-2246

Group Name: Gunnison Valley Family Physicians, L.L.C.

This certificate is issued as a matter of information only and confers no rights upon the holder. By its issuance, the **company** does not alter, change, modify or extend the provisions of said **policy** and does not waive any of its rights thereunder.

POLICY NUMBER: PCC0003330

RETRO DATE: 01/20/1987

POLICY TERM: 01/20/2016 to: 01/20/2017

LIMITS OF LIABILITY:

Per Medical Incident/Peer Review Incident: $ 1,000,000
Annual Aggregate: $ 3,000,000

SPECIALTY: FP/GP - OB Doing C-Sections

Dated at: Denver, Colorado

Date: January 18, 2016

Countersigned by Authorized Representative

CO-COI 09/01/2010

Post Office Box 17540 Denver, Colorado 80217-0540 (720) 858-6000 1-800-421-1834 FAX (720) 858-6004