AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: MOU; Karen Adamson; Womens Health

Action Requested:

Parties to the Agreement:

Term Begins: 08/01/2020 **Term Ends:** 12/31/2020 **Grant Contract #:**

Summary:

MOU for contracted services for Womens Health exams including colposcopy

Fiscal Impact:

Submitted by: Randy Morgan on behalf of Joni Reynolc **Submitter's Email Address:** rmorgan@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, will provide cost savings, and is included in the 2020 adopted budget. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 7/8/2020

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

Comments:
ok db 7/15/20

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 7/15/2020 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\emense Discharge Date: 7/17/2020

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

Agenda Date: 7/21/2020

Revised April 2015

MEMORANDUM OF AGREEMENT

Between

THE BOARD OF COUNTY COMMISSIONERS

OF THE COUNTY OF GUNNISON, COLORAD0

And

KAREN ADAMSON, RN,MSN,WHNP-C

THIS MEMORANDUM OF AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO AND KAREN ADAMSON, RN,MSN,WHNP-C ("Agreement") is entered into on this _____ day of _____, 2020 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 Gunnison County Health and Human Services ("Public Health Department") and Karen Adamson, N,MSN,WHNP-C whose address if 7705 County Road #111, Salida, Colorado, 81201 (Karen Adamson).

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

Karen Adamson 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 Karen Adamson to provide those services according to this Agreement; and

Karen Adamson 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 the Agreement shall commence on the date first set forth above and shall terminate on Dec 31, 2021 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 Karen Adamson shall provide the following services during the Term of this Agreement:

A. Colposcopy Exams

Gunnison County will be responsible for screening patients for cervical cancer using liquid-based Pap smears. Follow up of abnormal cervical cell findings will follow the Risk Based Management Consensus Guidelines set by the American Society for Colposcopy and Cervical Pathology (ASCCP). When management guidelines recommend a Colposcopy exam, the patient will be referred by Gunnison County to Karen Adamson for the exam to be done in our clinic.

Karen Adamson will be responsible for doing the Colposcopy exam, ordering specimens for pathological examination, documenting her findings, and following up with patients for continued care, as needed.

3. CONSIDERATION.

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

1. Fifty dollars and No/100 U.S. Dollars ($50) for every hour spent working in our clinic providing Colposcopy exams.

2. Fifty dollars and No/100 U.S. Dollars ($50) for every round trip made to our clinic to provide care when a referral is made from Gunnison County.

It is understood that if a patient does not call the Public Health Department to cancel their appointment with Karen Adamson greater than 24 hours before the scheduled appointment time, 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 Karen Adamson for said services.

4. INSPECTION.

Gunnison County reserves the right to review the services provided hereunder by Karen Adamson at all reasonable times and places during the Term of this Agreement. If any services performed by Karen Adamson do not conform to those services delegated to Karen Adamson as identified in above paragraph 2, *Scope of Work*, Gunnison County may require Karen Adamson 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 Karen Adamson to take all necessary actions to ensure that future performance conforms to the services delegated to Karen Adamson as identified above paragraph 2, *Scope of Work*, and equitably reduce the payments due to Karen Adamson to reflect the reduced value of said services.

Karen Adamson must follow relevant standards of practice for her patient care and her license must be retained in good standing with the State of Colorado. If there is any change in her license status or an inquiry from the licensing board, she must inform the County.

If an incident were to occur that incident must be reported on a formal Incident Report and submitted per County policy.

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 in the Public Health Department.

6. INSURANCE

Karen Adamson agrees that at all times during the Term of this Agreement that Karen Adamson 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 Karen Adamson during the Term on 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 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-Mad 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, Karen Adamson will provide insurance certificates to Gunnison County, listing 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 Karen Adamson to Gunnison County is that of an independent contractor, providing family planning and reproductive health services pursuant to this Agreement. Karen Adamson in not an agent of Gunnison County, and Gunnison County is not responsible for the acts or omissions of Karen

Adamson. Karen Adamson is not and shall not be an employee of Gunnison County and the Gunnison County Personnel Policy shall not apply to their employment by Karen Adamson pursuant to this agreement or otherwise. Karen Adamson acknowledges and agrees that Karen Adamson is not entitled to : (i) unemployment insurance benefits; or (ii) Workers compensation coverage, from Gunnison County. Further, Karen Adamson is obligated to pay federal and state income tax on any moneys paid as it relates to the services.

8. INDEMNIFICATION.

Karen Adamson 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 Karen Adamson.

The 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.

Karen Adamson agrees not to discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, nation 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. Karen Adamson 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, Karen Adamson 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.

Karen Adamson certifies that Karen Adamson does not and will not knowingly Agreement with or employ illegal aliens to work under this Agreement.

11. ADA COMPLIANCE.

Karen Adamson assures Gunnison County that at all times during the performances 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 Karen Adamson, or be subjected to any discrimination by Karen Adamson 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 Karen Adamson and, therefore, Karen Adamson shall not delegate or assign 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, email, or certified first class U.S. mail, postage prepaid, addressed as follows:

Gunnison County: Matthew Birnie

County Manager, GUNNISON COUNTY

200 E. Virginia

Gunnison, Colorado 81230

Fax: 970-641-3061

Email: mbirnie@gunnisoncounty.org

With an extra copy to : Joni Reynolds, RN/CNS,MSN

Public Health Director

Executive Director, Health and Human Services

GUNNISON COUNTY

220 North Spruce Street

Gunnison, CO 81230

(970) 641-7940 –Office

Fax: (970) 641-3738

Email: jreynolds@gunnisoncounty.org

Karen Adamson: Karen Adamson RN, MSN,WHNP-C

7705 County Road #111

Salida, Colorado 81201

Email: adamsonkd@gmail.com

15. TERMINATION.

Either party shall have the right to terminate the Agreement at any time, with or without cause, upon (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 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.

18. ENTIRE AGREEMENT.

This Agreement contains the entire Agreement between the parties hereto with repect 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.

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO

By:_____

_____, Chairperson

ATTEST:

_____

Deputy County Clerk

KAREN ADAMSON

By: _____

Karen Adamson RN, MSN, WHNP-C