# AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** Intergovernmental Agreement, Nurse Home Visitor Pr

**Action Requested:** County Manager Signature

**Parties to the Agreement:** BOCC & Montrose County

**Term Begins:** July 1, 2015 **Term Ends:** 6/30/2016 **Grant Contract #:**

**Summary:**

This is annual IGA with Montrose County for Nurse Family Partnership program. Amount has increased to cover increase in client caseload from 12 to 16 clients (from 24 to 30 hrs./wk. including benefits). Computer costs included in this amount.

**Fiscal Impact:** $70,410

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

**Finance Review:** (●) Required ( ) Not Required

Comments:
Previous agreement totalled $44,359.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 6/10/2015

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

Comments:
ok db 6/11/15

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 6/11/2015 Certificate of Insurance Required Yes ( ) No (●)

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 6/11/2015

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

Agenda Date: 6/16/2015

*Revised April 2015*

**INTERGOVERNMENTAL AGREEMENT**
**RE: NURSE HOME VISITOR PROGRAM**

THIS INTERGOVENMENTAL AGREEMENT shall become effective the 1st day of July, 2015 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 1,2015 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 "Attachment A" 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 $335,225, 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, 2015. 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 invoice 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 shall simply be to pay over to Gunnison 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, 2015 and shall continue through June 30, 2016. The total 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 modification 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: 5-26-15

GUNNISON COUNTY BOARD OF COUNTY COMMISSIONERS

County Manager for Board of County Commissioners

DATE: _____

MONTROSE BOARD OF COUNTY COMMISSIONERS

David A. White

Chairman

DATE: June 1, 2015

ATTEST:

Marie Simmons

Deputy Clerk of the Board

DATE: June 1, 2015

COUNTY CLERK SEAL MONTROSE COUNTY, COLORADO

## NHVP FY2015-16 Continuation Budget

| | |
|---|---|
| **FOR THE PERIOD:** | **July 1, 2015 - June 30, 2016** |
| **APPLICANT:** | **Montrose County Health and Human Services** |
| **FUNDED CASELOAD:** | **75** |
| **COUNTIES SERVED:** | **Montrose, Delta, Gunnison, Ouray and limited San Miguel** |

Enter whole amounts only/Do not create new formulas

| | | | | | July 1, 2015 to June 30, 2016 | | |
|---|---|---|---|---|---|---|---|
| | | | | | **A. Other Sources of Funding** | **B. Medicaid Estimate** | **C. CDHS Funding (NHVP)** |
| **PERSONNEL COSTS (Detail Expenses)** | **Base Salary (Annual)** | **Fringe Benefits** | **% Effort (NHVP Sources)** | **Total** | | | |
| Personnel Services (Title and Name) | | X% | | | | | |
| Kimberly Cook, Nurse Home Visitor (0.8 FTE) | $47,274 | $13,347 | 100% | $60,621 | | | $60,621 |
| Denise Wallen, Nurse Home Visitor (0.5 FTE) | $24,461 | $3,103 | 100% | $27,564 | | | $27,564 |
| Sheila Olson, Nurse Home Visitor (1.0 FTE) | $64,075 | $17,487 | 100% | $81,562 | | $45,586 | $35,976 |
| Theresa (Terry) Balet, Supervisor (0.7 FTE) | $50,950 | $13,128 | 93% | $59,593 | | | $59,593 |
| Veronica Martinez-Erie, Administrative assistance, | $20,223 | $8,060 | 60% | $16,970 | | | $16,970 |
| Data entry, Medicaid billing (0.6 FTE) | | | | $0 | | | |
| **1. TOTAL PERSONNEL COSTS** | | | | | **$0** | **$45,586** | **$200,724** |

## NHVP FY2015-16 Continuation Budget

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| **FUNDED CASELOAD:** | **75** |
| **COUNTIES SERVED:** | **Montrose, Delta, Gunnison, Ouray and limited San Miguel** |

**Enter whole amounts only/Do not create new formulas**

| | | | | | July 1, 2015 to June 30, 2016 | | |
|---|---|---|---|---|---|---|---|
| | | | | | **A. Other Sources of Funding** | **B. Medicaid Estimate** | **C. CDHS Funding (NHVP)** |
| **OPERATING (Detail Expenses)** | | | | | | | |
| Office Operating Expenses (i.e. supplies, pens, etc.) | | | | | | | $1,500 |
| Client Support Materials | | | | | | | $3,150 |
| Printing & Publications | | | | | | | $2,440 |
| Postal & Shipping Services | | | | | | | $100 |
| Communications (i.e. long distance, cellular and network service) | | | | | | | $2,000 |
| Medical Supplies | | | | | | | |
| Outside Services Maternal & Early Childhood mental health consulting & serices) | | | | | | | $2,000 |
| Required model materials (i.e. Keys to Care Giving, Beginning Rhythms, etc.) | | | | | | | $1,000 |
| Rent, Maintenance, Utilities | | | | | | | $16,884 |
| **2. TOTAL OPERATING** | | | | | **$0** | **$0** | **$29,074** |
| **Training and Technical Assistance** | | Fee | # | Total Cost | | | |
| Nurse Initial Education Tuition | Per NHV | $4,272 | | $0 | | | |
| Supervisor Initial Education Tuition | Per Sup | $5,043 | | $0 | | | |
| Administrator Orientation | Per Administrator | $504 | 1 | $504 | | | $504 |
| Supervisor Expansion/Replacement Fee | | $2,902 | | $0 | | | |
| Nurse Education Materials (New Supervisor/RN ONLY) | Per NHV & Sup | $543 | 1 | $543 | | | $543 |
| DANCE Education | Per NHV & Sup | $595 | 1 | $595 | | | $595 |
| DANCE Licensing | Per NHV & Sup | $55 | 4 | $220 | | | $220 |
| Program Support Fee | Per Sup | $7,398 | 1 | $7,398 | | | $7,398 |
| Nurse Consultation Fee | Per First Sup | $2,664 | 1 | $2,664 | | | $2,664 |
| Nurse Consultation Fee | 2nd Co-located Sup | $1,596 | | $0 | | | |
| Professional Development | Per Nurse | $600 | 4 | $2,400 | | | $2,400 |
| **3. TOTAL TRAINING and TECHNICAL ASSISTANCE** | | | | | **$0** | **$0** | **$14,324** |

## NHVP FY2015-16 Continuation Budget

| | |
|---|---|
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| **APPLICANT:** | **Montrose County Health and Human Services** |
| **FUNDED CASELOAD:** | **75** |
| **COUNTIES SERVED:** | **Montrose, Delta, Gunnison, Ouray and limited San Miguel** |

**Enter whole amounts only/Do not create new formulas**

| | July 1, 2015 to June 30, 2016 | | |
|---|---|---|---|
| | **A. Other Sources of Funding** | **B. Medicaid Estimate** | **C. CDHS Funding (NHVP)** |
| **Equipment** | | | |
| Computers w/ Software (Medicaid software) | | | $700 |
| Cellular Phones (this is included in communications) | | | |
| Realityworks Real Care Baby 3 (includes starter kit software, baby and detection kit) | | | $1,243 |
| Medela Symphony Breast Pump x 2 @ $1500 each | | | $3,000 |
| **4. TOTAL EQUIPMENT** | **$0** | **$0** | **$4,943** |
| **TRAVEL (Detail Expenses)** | | | |
| | | | |
| NFP Training and Meeting Travel (Supervisors, Nurses) | | | $1,500 |
| County vehicle charges (fleet, maintenance and allocated accrued replacement costs and mileage) | | | $9,500 |
| **5. TOTAL TRAVEL** | **$0** | **$0** | **$11,000** |
| **Contractual (Include Contractual Services)** | | | |
| Gunnison County NFP program costs (includes salary, benefits, professional development and operating expenses, mileage and IT) | | | $70,410 |
| **6. TOTAL CONTRACTUAL** | **$0** | **$0** | **$70,410** |
| **Other (All Other Costs)** | | | |
| | | | |
| **7. TOTAL OTHER COSTS** | **$0** | **$0** | **$0** |
| **TOTAL DIRECT PROGRAM COSTS (Add budget categories 1-7)** | **$0** | **$45,586** | **$330,475** |
| **ADMINSTRATIVE COSTS (Detail Administrative Costs)** | | | |
| Administrative Personnel Services (i.e. accting, admin, HR) | | | $4,750 |
| County administrative allocated service charges (per MUNIS based on County projections: HR, admin, payroll, etc.) | $29,938 | | |
| Gunnison County Indirect costs (rate is 10%) | $3,500 | | |
| **TOTAL ADMINISTRATIVE COSTS** | **$33,438** | **$0** | **$4,750** |
| **TOTAL PROGRAM COSTS** (Direct Program + Administrative Costs) | **$33,438** | **$45,586** | **$335,225** |