

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF ALEXANDRIA, VIRGINIA
AND
INOVA ALEXANDRIA HOSPITAL**

THIS MEMORANDUM OF AGREEMENT (hereinafter referred to as "Agreement") is made by and between the **CITY OF ALEXANDRIA, VIRGINIA**, a municipal corporation of Virginia (hereinafter referred to as the "City") and **INOVA HEALTH CARE SERVICES, a non-stock, nonprofit corporation, for its unincorporated division, INOVA ALEXANDRIA HOSPITAL** (hereinafter referred to as "IAH").

RECITALS:

WHEREAS, the City's strategic plan includes an initiative that supports the expansion of primary medical care and oral health services as well as integration of mental health and primary medical care services;

WHEREAS, the City believes its residents are healthy when they experience good physical, mental, social and spiritual health;

WHEREAS, the City is committed to improving the overall health of its residents and reducing the incidences of preventable diseases;

WHEREAS, the City and IAH have a long-standing partnership and mutual interest in ensuring that the most vulnerable City residents receive the health care they need; and

WHEREAS, the City shall provide supplemental funding to IAH to offset charity care to medically indigent, pregnant, Alexandria residents by providing care starting at 13 weeks to support the birth of healthy babies.

NOW, THEREFORE, in consideration of the mutual promises stated herein and other good and valuable consideration, the City and IAH hereby agrees as follows:

1. The Recitals are incorporated herein.
2. **Scope of Services:**

Inova Alexandria Hospital, in conjunction with their Obstetric ("OB") Hospitalists, shall continue to provide clinically appropriate quality care to all women seeking services at IAH without regard to ability to pay. The obstetric and gynecological ("OB/GYN") services are aligned with supporting safety net services which facilitate early detection of and intervention for clinical scenarios that may result in adverse outcomes for maternal and infant patients through 24/7 coverage in the Labor and Delivery Department. OB Hospitalists will provide OB/GYN coverage of unassigned patients who present in the Emergency Department or to labor and delivery. OB Hospitalists will see patients referred from the Inova Care Clinic and all Casey Clinic patients. These services reduce the number of babies that will require care in the neonatal

intensive-care unit.

IAH shall continue to contract with OB Hospitalists to serve patients of the Casey Clinic and other pregnant women with limited means who present at the Inova Alexandria Emergency Department or the Labor and Delivery Department.

Services provided under this financial arrangement include but are not limited to the following:

- 24/7 availability for involvement in clinical activities in the Labor and Delivery Department
- OB Hospitalist to provide OB/GYN coverage of unassigned patients (anyone that does not have a relationship with IAH) who present in the Emergency Department or to Labor and Delivery. They will see patients referred from the Inova Care Clinic and all Casey Clinic patients, in addition to other ER patients.
- Participate and assist in the patient care management for obstetrics and gynecology
- Share with 24 hour attending responsibility of emergent Clinic and uninsured gynecological surgeries
- Cover all OB and GYN Emergency Room cases, both Flora Krouse Casey Clinic and non-Clinic, unless a private physician can cover his/her own patient
- One physician (OB Hospitalist) will provide full time coverage (in house or on call) twenty four hours a day, seven days a week
- A second group physician will be on-call with a beeper no more than thirty minutes from the Hospital
- At least one qualified group physician will be available to provide 24/7 coverage at the hospital for OB services
- A physician will provide coverage in the Casey Clinic four hours a day for four days a week
- A certified nurse midwife) will be available to provide coverage in the Clinic for six clinics during the week for four hours each
- Sufficient number of Group Physicians and Qualified Personnel to provide patient, consultative and teaching services necessary for the proper functioning of the hospital and the clinic on a twenty-four hour-per day, seven day per week basis.

Additional Resources made available for City of Alexandria staff:

- Office space in IAH's Emergency Department for the Emergency Services clinicians (mental health) that come to do evaluations on involuntary Emergency Custody Order (ECO) patients.
- Office for EMS and Police to use to write their reports, print documents, etc.
- Outside agencies' badge access to our facilities which includes not only door and parking garage access, but also discounts in the cafeteria – Health Department, DCHS/Emergency Services, Fire Department, Sheriff's Office, Police Department.
- IAH will provide in an annual service report a statement of the dollar value, and the types and numbers of patients for indigent care provided, as well as similar information on patient service provided where bad debt occurred, as well as the amount of those bad debts.

3. **Agreement Amount:** The City shall pay IAH an annual amount due and owing for

the approved expenditures not to exceed a maximum amount of \$1,011,150.00, subject to appropriation.

The City shall remit quarterly payments of \$252,787.50 to IAH via a wire transfer.

4. **Terms of Agreement:** This Agreement shall commence on July 1, 2016. The Agreement shall remain in full force and effect for an initial term of one year. At the end of the first, it shall renew automatically for another one year term unless either party gives written notice to terminate at least 30 days prior to the date of the contract's renewal. Notwithstanding this Terms of Agreement, the financial obligation of the City is contingent upon an annual consideration and approval of City Council of an appropriation equal to the Agreement amount listed in paragraph 3.

5. **Reporting and Communication Requirements**

- A. *Service Report:* IAH shall electronically submit an annual report to the City no later than March 15. This report shall contain data on OB patients served under this agreement including data on patient outcomes.
- B. *Financial Report:* IAH shall annually submit in a mutually agreed upon format a final fiscal report by March 15 to the City Manager, which shall contain data on the value of charity care and bad debt.

During the Agreement period the City shall also convene no fewer than two meetings with IAH to discuss issues concerning service delivery to City residents. The City and IAH will serve as co-conveners and invite all health serving stakeholders to share health initiatives that impact City residents. An agenda and meeting notes shall be maintained to document areas of discussion during the meeting.

6. **General Terms and Conditions:**

- A. **Agency:** It is understood and agreed that IAH is not by this Agreement or anything herein contained constituted or appointed as the agent or representative of the City, nor shall anything herein contained be construed as granting to the IAH any right or authority to assume any obligation or responsibility for, on behalf of, or in the name of, the City.
- B. **Supervision:** The City is under no obligation to supervise IAH's performance of services, which are described in this Agreement, except as expressly provided in this Agreement. IAH's duty to defend, indemnify and hold harmless the City applies to any and all claims alleging that the City failed to supervise the Provider's actions, but only if such claim is caused by IAH's negligent performance under this agreement.
- C. **Indemnity:** IAH shall indemnify and hold harmless the City and its officials and employees and agents, from any and all claims, lawsuits, costs, damages, liabilities and other losses of any character (including attorney fees and litigation costs) related to any services provided by IAH or its employees or agents under this Agreement.

- D. Termination for Cause:** If any party fails to substantially fulfill any of its obligations under this Agreement in a timely or proper manner, including, but not limited to, repeatedly filing reports that are late, incorrect or incomplete, failing to make payment hereunder, or if any party violates any other term of this Agreement, the non-breaching party shall have the right to terminate this Agreement by giving the other party written notice of termination at least thirty (30) days before the effective date of termination. The termination date shall be stated in the notice. No additional expenditures shall be incurred in connection with this Agreement after the effective date of termination. Notwithstanding the above, IAH shall not be relieved of liability to the City for any and all damages sustained by the City by virtue of any breach of this Agreement by IAH.
- E. Discrimination Prohibited:** In performing any services required under this Agreement, IAH shall not discriminate against any person on the basis of race, color, sex, religion, ancestry, national origin, marital status, familial status, age, sexual orientation or disability.
- F. Applicable Laws and Courts:** This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia, and the laws, rules and regulations of the City of Alexandria. Any litigation with respect thereto shall be brought in the courts of the Commonwealth of Virginia. The parties shall comply with applicable Federal, State, and Local laws and regulations.
- G. Conformity with City, State and Federal Regulations:** IAH agrees to provide any services required in the Agreement, in conformance with all City, State and Federal regulations. The Provider agrees to follow the requirement of the City's Human Rights Code. IAH certifies that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act. IAH agrees to meet Federal, State and City requirements and guidelines regarding the employment and compensation of staff for its program.
- H. Confidentiality:** The parties will jointly ensure that participant information is handled in accordance with procedures established by the Federal Confidentiality Regulations. In addition, both parties agree to adhere to all other Federal and State laws and regulations regarding confidentiality of participant information. The parties will have participants sign the appropriate release of information documents.
- I. Force Majeure:** The City and IAH shall be excused for the period of any delay in the performance of any obligations hereunder when such delay is occasioned by cause or causes beyond the control of the party whose performance is so delayed, and the time for performance shall be automatically extended for a like period. Such causes shall include, without limitation, labor disputes, war, warlike operations, invasion, fire or other casualty, or acts of God.
- J. Non-Waiver:** The failure of any party to enforce any of the provisions of this Agreement or to require performance by the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of this

Agreement or any part hereof, or the right of either party to thereafter enforce each and every provision.

K. Severability: Should any portion of this Agreement be declared invalid or unenforceable for any reason, such portion is deemed severable from the Agreement and the remainder of this Agreement shall remain fully valid.

7. Special Terms and Conditions:

A. Records and Inspections: IAH shall keep records on the eligibility determination and, services to patients. These records shall be kept for at least three (3) years after final payment under this Agreement, or until audited by the City, whichever is earlier. These records shall also be made available to the City for inspection and audit. The City shall have the right at any time to visit and inspect program sites, interview program staff, review program records, as well as review and audit program financial. Any request for information related to the agreement that may contain Protected Health Information will be de-identified prior to sharing with the City.

B. Availability of Funds: It is expressly understood that this Agreement is conditioned upon an appropriation of funds made by the City Council of the City of Alexandria sufficient to carry out commitments under this Agreement. These funds are subject to non-renewability at the end of the Agreement period. It is understood and agreed between the parties herein that the City shall only be bound hereunder to the extent of the funds available for the purpose of this Agreement.

8. Ethics in Public Contracting: The provisions of law set forth in Article IV of the Virginia Public Procurement Act, entitled "Ethics in Public Contracting," Va. Code §§2.2-4367 et seq., the State and Local Government Conflict of Interest Act, Va. Code §§ 2.2-3100, et seq., the Virginia Governmental Frauds Act, Va. Code §§18.2-498.1 et seq., Articles 2 and 3 of Chapter 10, Title 18.2 of the Code of Virginia, as amended, and Article I of Chapter 3, Title 3 of the Code of the City of Alexandria, all as the same may be amended from time to time, are incorporated herein by reference. The Contractor shall incorporate the above clause in its contracts with each subcontractor upon negotiation of any new or current contracts.

9. Precedence of Terms: In the event it is judicially determined that any word, phrase, clause, sentence, paragraph, section or part of this Agreement is invalid, the remaining provisions of this Agreement shall be construed without the word, phrase, sentence, paragraph, section or part of the application thereof, so held invalid.

10. Changes to the Agreement: Changes to this Agreement are not binding unless made in writing, signed by all parties.

11. Headings: The headings to the sections or paragraphs of this Agreement are not part of this Agreement and shall not affect the meaning or construction of any of its provisions. They are inserted for convenience of reference only and are not to be used in construing or interpreting any of the provisions of this Agreement.

12. Binding Effect: This Agreement is binding upon and shall inure to the benefit of the heirs

personal representatives, successors and assigns of the parties.

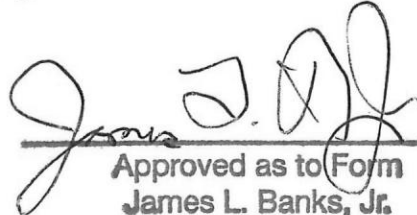
- 13. Insurance:** IAH agrees to obtain and maintain liability insurance for bodily injury with a limit that is in conformance with State and Federal requirements. Within ten (10) days of the execution of this agreement and prior to beginning work under this Agreement, the Provider shall be required to furnish to the City, a Certificate or Certificates of Insurance, showing that the IAH has obtained, at its own expense, insurance coverage.
- 14. Signature Authority:** The parties to this Agreement acknowledge that they have thoroughly read this Agreement, have sought and received whatever competent advice or counsel was necessary for them to form a full and complete understanding of all rights and obligations herein, and having done so, hereby execute this Agreement. Each individual signing this Agreement warrants that he or she has full authority to sign.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives.

THE CITY OF ALEXANDRIA, a municipal corporation of Virginia

By: 
Mark B. Jinks, City Manager

Date: 2-24-17


Approved as to Form
James L. Banks, Jr.
City Attorney

INOVA HEALTH CARE SERVICES, for its unincorporated division INOVA
ALEXANDRIA HOSPITAL

By: 
Susan T. Carroll, Chief Executive Officer

Date: 3/27/17