



Vendor # 1715  
Contract # 23021  
\$100,000.<sup>00</sup>

ROWAN COUNTY CONTRACT MEMORANDUM

TO: Aaron Church, Rowan County Manager  
FROM: Alyssa Harris  
DEPT: Health Department  
DATE: July 1, 2022  
SUBJECT: Novant Medical Group, Inc d/b/a Carolina Women's Health Associates -- Contract

PURPOSE OF CONTRACT:

The Rowan County Health Department is contracting with Carolina Women's Health Associates to provide prenatal care for indigent women, provide support and serve as a recourse for the Family Planning Program.

CONTRACT CERTIFICATION

*By submitting this memorandum, I agree that I have:*

- 1. Read and understand the terms of the contract.*
- 2. To the best of my knowledge the terms, amount and activities surrounding this contract are compliant with North Carolina General Statutes, the Rowan County Purchasing Policy and any applicable regulations.*
- 3. I have secured and attached in MUNIS the Certificate of Insurance.*

  
Signature of Health Director

06/28/2022  
DATE



**CONTRACT AGREEMENT  
BETWEEN  
ROWAN COUNTY HEALTH DEPARTMENT  
AND  
NOVANT MEDICAL GROUP, Inc., (NMG) d/b/a/  
CAROLINA WOMEN'S HEALTH ASSOCIATES**

This agreement recognizes that the provisions of prenatal care for indigent women in Rowan County shall be a cooperative effort between the Rowan County Health Department and Novant Health Medical Group, Inc. d/b/a **Carolina Women's Health Associates**. Also, that Carolina Women's Health Associates will provide support and serve as a resource for the Family Planning Program. This specific agreement is between the Rowan County Health Department, hereinafter referred to as the Health Department, and Novant Medical Group, Inc. (NMG), d/b/a/ Carolina Women's Health Associates, hereinafter referred to as CWH.

**I. The Health Department agrees to:**

- A. Assume the responsibility for the management of the prenatal clinic, which will be held at the Rowan County Health Department 1811 E. Innes Street, Salisbury, NC and coordinate the daily operation of the prenatal program.
- B. Negotiate with prenatal care provider to establish mutually agreeable clinic time schedules.
- C. Provide adequate personnel, equipment and supplies needed to operate the clinic.
- D. Provide pregnancy care management services. Encourage client attendance at prenatal education, Lamaze, parenting classes, WIC and other related services to improve pregnancy outcome.
- E. Provide prenatal care for all indigent clients who reside in Rowan County and present themselves at the Rowan County Health Department prenatal clinic. Clients with Medicaid or other insurance covering prenatal, intrapartum and postpartum care may be accepted regardless of residency.
- F. Develop and maintain a current prenatal record for each prenatal client for use by the hospital of delivery. The Health Department will provide Novant Health Rowan Medical Center with updates of client records after each clinic.
- G. Screen prenatal clients presenting with problems between clinics and refer to RCHD nurse practitioner, physician on call or the emergency room as indicated.
- H. Provide family planning services and breast/cervical screening per Family Planning NC DHHS and Title X guidelines and Adult Health program policies.
- I. Reimburse CWH at the rate of \$223 per hour for time spent in the prenatal clinic, not to exceed 40 hours per 4-week period. This hourly rate will be paid to each provider for his or her time in clinic or remote Patagonia chart review/sign off. The prenatal care providers will maintain a timesheet to be submitted to the health department prenatal nurse coordinator or to designated CWH staff member to fax to Health Department nursing supervisor at the end of each

month. The Health Department shall pay CWH within thirty (30) days of receipt of the time sheets.

- J. The Health Department will not be financially responsible for any client visits outside the established prenatal clinic hours or for labor and delivery costs. The provider may bill Medicaid, insurance or the client for these costs.
- K. Make client's payor source information available to prenatal care providers, with the client's consent.
- L. Maintain adequate liability insurance to cover the actions of its employees.

**II. CWH agrees to:**

- A. Provide prenatal care utilizing physicians and certified nurse midwife for clients served at the Rowan County Health Department prenatal clinic. The clinic will be held at the Health Department at 1811 E. Innes Street, Salisbury, NC.
- B. Provide or order ultrasounds as the physician requires. Provide interpretation of NST's and other screening/testing during established prenatal clinic hours.
- C. Provide consultation and advice to nursing personnel working in the prenatal clinic.
- D. Abide by ACOG/AAP guidelines.
- E. Bill client and/or third-party insurance for services provided outside the established prenatal clinic hours.
- F. Maintain records and reports in accordance with good medical practice as directed and approved by the hospital where the physician is privileged.
- G. Designate a physician to serve as medical advisor for the prenatal program and sign prenatal clinic standing orders as needed.
- H. Designate a physician to serve as medical advisor for family planning/gynecologic services and sign standing orders as needed.
- I. Provide services in accordance with the Federal Health Insurance Portability and Accountability Act of 1996, and the current Privacy and Security regulations promulgated under the same (collectively). The Business Associate may have access to protected health information (PHI) in fulfilling the responsibilities defined in this contract.
- J. Ensure compliance with Title VI of the Civil Rights Act of 1964, and other applicable federal and state laws, contractors with Rowan County Health Department shall not discriminate against national origin as it affects persons with limited English proficiency.
- K. Accept the rate of \$223 per hour for time spent in the prenatal clinic and/or remote chart review, not to exceed 40 hours per 4-week period. This hourly rate will be paid to each provider for his or her time. The prenatal care providers will maintain a timesheet to be submitted to the health department prenatal nurse coordinator or to designated CWH staff member to fax to Health Department nursing supervisor at the end of each month.
- L. Provide the contracted physicians' and nurse midwife's NPI and taxonomy codes for use by the Health Department in the provision of treatment, payment/billing transactions and health care operations; referrals to other health care providers; and medical record and financial auditing functions.

**III. Independent Contractor:**

Carolina Women's Health Associates shall be considered independent contractors and shall not be considered employees of the Health Department.

**IV. Insurance.**

For the term of this Agreement, the Provider shall maintain, at its sole expense, Commercial General Liability/Professional Liability insurance in the amount of \$1,000,000 per occurrence/\$3,000,000 aggregate and Worker Compensation insurance, if required by law and in the amount required by law. All insurance policies shall be issued by a company authorized to issue insurance in the State of North Carolina. Before beginning to perform under this Agreement, the Provider shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and the Provider shall keep that certificate current by submitting to the County updated certificates as the Provider's insurance policies are renewed or otherwise modified. The County shall be named as an additional insured. The Provider shall notify the County immediately if any insurance required by this Agreement will be or has been cancelled or not renewed or if the amount of coverage of any such insurance will be or has been reduced.

**V. Indemnification:**

Rowan County Health Department agrees to protect, defend, indemnify, and hold Carolina Women's Health Associates and its officers, employees, and agents free and harmless from and against any and all losses, penalties, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly as a result of harmful acts performed by the Health Department and/or its employees.

Carolina Women's Health Associates agrees to protect, defend, indemnify, and hold Rowan County Health Department and its officers, employees, and agents free and harmless from and against any and all losses, penalties, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly as a result of harmful acts performed by the practice and/or its employees.

**VI. Effective Dates:**

This agreement shall be effective July 1, 2022 through June 30, 2023 and will be reviewed for renewal 90 days prior to the expiration of this agreement. This agreement shall be terminated immediately for an individual practitioner who does not maintain the insurance specified in Section III of this agreement. One or all of the parties may terminate this contract at any time by giving 90 days written notice of intention to the other party. This contract may be immediately terminated upon consent of all parties.

**VII. Compliance with Statutes and Regulations:**

All Parties to this agreement will operate in accordance with currently approved methods and standards of practice in the North Carolina Medical Practice Act., suggested Guidelines for Medical Practice, the Code of Ethics of the American Medical Association, guidelines of Department of Health and Human Resources, and the Health Department. The duties, responsibilities and the service shall be subject to all conditions of the Health Department, which are filed in the office of the Rowan County Health Department.

**VIII. Change in Agreement:**

This agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, and understandings relating to the subject matter hereof. The agreement may not be changed or terminated except as provided herein, and no waiver of compliance with any provision or condition thereof with consent provided for herein shall be effective unless evidenced by an instrument in writing duly exercised by the parties hereto. This agreement may be amended by written consent of both parties, and all amendments shall be attached to this agreement and made a part thereof

**IX. Binding Agreement:**

This agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives and assigns, but this agreement may not be assigned by either party without the prior written consent of the other party.

**X. Non-appropriation Clause:**

Contractor acknowledges that Rowan County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Rowan County's obligations under this contract, then this contract shall automatically expire without penalty to Rowan County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Rowan County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in Rowan County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Rowan County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Rowan County upon written notice to Contractor of such limitation or change in Rowan County's legal authority.

**XI. Signatures:**

IN WITNESS THEREOF, NMG and the Health Department have duly executed this agreement to be effective July 1, 2022.

By: *Alyssa Harris*  
Title: Alyssa Harris, Health Director  
Rowan County Health Department

DocuSigned by:  
*Patricia Campbell*  
By: EF7361A0538D476...  
Title: Pat Campbell, Vice President  
Novant Medical Group, Inc.

Date: 06/14/2022

Date: 06/14/2022 | 3:12:01 EDT

This instrument has been pre-audited in the manner required by the local Governmental Budget and Fiscal Control act.

By: \_\_\_\_\_ Date \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Novant Health, Inc. 2085 Frontis Plaza Boulevard Winston-Salem, NC 27103	<b>CONTACT NAME:</b> Julia Hyett <b>PHONE (A/C, No, Ext):</b> (336) 277-1197 <b>E-MAIL ADDRESS:</b> jahyett@novanthealth.org	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Novant Health, Inc. Attn: Julia Hyett 2085 Frontis Plaza Boulevard Winston-Salem, NC 27103	<b>INSURER A:</b> Novant Health Insurance Protected Cell, LLC	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	N	N	1-10015-00-2022	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						Fire Damage Legal Liability \$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS						
	NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						
	RETENTION						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This document only represents evidence of Novant Health, Inc. and its affiliates for General Liability Exposures.\*\*\*\*\*  
Evidence of General Liability Insurance for Rowan Regional Medical Center, Inc., Novant Health Rowan Medical Center, 612 Mocksville Avenue, Salisbury, NC 28144-2732.

## CERTIFICATE HOLDER

## CANCELLATION

Rowan Regional Medical Center, Inc. Novant Health Rowan Medical Center 612 Mocksville Avenue Salisbury, NC 28144-2732	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Julia Hyett, RMA, CNA, CH, CP, NHA</i>

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