

Memorandum of Agreement (MOA)

Teller County Public Health and Environment and Cripple Creek-Victor School District RE-1

This Memorandum of Agreement (MOA) is entered into by and between Teller County Public Health and Environment (TCPHE) and Cripple Creek-Victor School District RE-1 (CCV) to set forth the objectives, understandings, and agreements between the two parties as it relates to client services provided by TCPHE at BeeWell Medical LLC.

I. PURPOSE

The purpose of this agreement is to provide immunization services, Women, Infants, and Children (WIC) services, and integrated Reproductive Health for the population of the Cripple Creek-Victor area. TCPHE has been providing Reproductive Health services at BeeWell LLC. This MOA will allow TCPHE to add immunizations and WIC services to those services already offered by TCPHE at BeeWell Medical, Primary Care & School-Based Health Center. The aforementioned parties agree to the specific expectations as outlined in the responsibilities of the parties.

II. STATEMENT OF MUTUAL BENEFIT

The parties desire and intend to explore and pursue joint initiatives and to work together in support of providing seamless, immunization, WIC, and integrated reproductive health services for children and adults in the CCV school district.

III. DURATION OF THIS AGREEMENT

The effective dates of this MOA are 09/01/26 to 06/30/2027. Any amendment to this MOA shall be in writing and signed by both parties no less than thirty (30) days before the change. This MOA may be renewed for successive one (1) year periods of time if both parties so agree. Either party may express their desire to renew by sending such intention to the other party in writing. The receiving party must agree to renew, in writing, within a reasonable period after receipt of the other party's written notice of renewal. Either party may terminate this agreement by giving thirty (30) days' written notice to the other party.

IV. RESPONSIBILITIES OF THE PARTIES

TCPHE staff shall be responsible for:

1. Scheduling appointments for immunizations, WIC, and reproductive health clients to be seen at BeeWell Medical.
2. Providing services referenced above to residents by individual program guidelines.
3. Collecting any applicable payments from clients for services rendered.
4. Vaccines for Children (VFC) Program: TCPHE participates in and administers a Vaccines for Children (VFC) Program that meets applicable Colorado Department of Public Health and Environment (CDPHE) requirements. TCPHE provides VFC vaccine services at its two clinic locations, including the BeeWell Medical clinic location. At the BeeWell Medical location, TCPHE provides VFC vaccines to eligible patients, including Medicaid-enrolled, underinsured, and uninsured patients. TCPHE is responsible for administering the VFC vaccines and complying with applicable VFC Program requirements. BeeWell Medical and TCPHE will work collaboratively to identify and provide on-site referrals for patients who may be eligible to receive VFC vaccines through TCPHE.

MOU TCPHE and CCV 09.01.26

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CCV staff shall be responsible for:

1. Provision of secure internet connection, electricity, and water.
2. Janitorial services.

Both Parties Agree:

1. Neither party is an employee or agent of the other.
2. This MOA creates no third-party rights. Neither party may assign any of its rights or delegate or subcontract any of its obligations to a third party without the prior written consent of the other party.
3. Each party will make a good faith effort to obtain the consent and approval of the other party before releasing printed materials or media announcements that identify the other party, whether implicitly or explicitly, or use the company name, logo, or web address of the other party.
4. Both parties will be responsible for any errors, acts, or omissions resulting from their own negligence, performance, or non-performance of their obligation as enumerated in the MOA.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. **PATIENT CONFIDENTIALITY.** The Parties agree to comply with all federal, state, and local policies, ordinances, statutes, rules, and regulations applicable to the Parties' obligations pursuant to this Agreement, including, but not limited to, HIPAA, the HITECH Act, and 42 C.F.R. Part 2 (collectively, "Applicable Law"). The Parties shall retain data, records, and information as required by Applicable Law and any contracts between a Party to this Agreement that relate to any of the activities contemplated by this Agreement.
2. **MODIFICATION.** Modifications to this agreement shall be made through mutual consent of both parties, by the issuance of a written modification signed and dated by both parties, prior to any changes being performed. Any significant changes in project and/or organizational leadership should be reported to the Cripple Creek-Victor School District within 30 days of the change.
3. **TERMINATION.** Either of the parties, with 30 days' advance written notice, may terminate the agreement in whole or in part, at any time, for any reason before the date of expiration. While the agreement may be terminated, the applicable confidentiality restrictions cited continue to protect all the identifying data collected while the MOA was in effect.
4. **PARTICIPATION IN SIMILAR ACTIVITIES.** This agreement in no way restricts TCPHE or CCV from participating in similar activities with other public or private agencies, organizations, or individuals.

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VI. PRINCIPAL CONTACTS

**Teller County Public Health &
Environment**

Michelle Wolff, MSN, WHNP-BC
Director, Teller County Public Health
PO Box 928
Divide, CO 80814
(719) 687-6416 or (719) 368-1111
wolffa@tellercounty.gov

**Cripple Creek-Victor School District
RE-1**

Daniel Cummings
Superintendent, Cripple Creek-Victor
School District
P.O. Box 897
Cripple Creek, CO 80813
(719) 689-2685 ext. 1102
dcummings@ccvschools.com

VI. SIGNATURES OF ACCEPTANCE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last written date below:

**Teller County Board of County
Commissioners (a political subdivision
of the State of Colorado) for the use
and the benefit of Teller County Public Health
and Environment**

11115 W. Highway 24, Suite 2C
Divide, CO 80814

Cripple Creek-Victor School District RE-1

410 North B Street
Cripple Creek, CO 80813

Erik Stone, Commissioner Date

Daniel Cummings, Superintendent Date