

MEMORANDUM OF AGREEMENT

**BETWEEN
HRS NASSAU COUNTY PUBLIC HEALTH UNIT
AND
FERNANDINA BEACH OB/GYN, INC.**

MATERNITY CARE

This agreement transfers responsibility for direct prenatal clinic services for pregnant clients of HRS Nassau County Public Health Unit (CPHU) from HRS Nassau CPHU Maternity Care/Improved Pregnancy Outcome Program to the Fernandina Beach OB/GYN, Inc.

Fernandina Beach OB/GYN, Inc. will provide direct prenatal clinic services, delivery at the local hospital, postpartum services including family planning services, and limited gynecological services. HRS Nassau CPHU will provide collateral direct support services such as case management services, WIC and nutrition counseling, family planning counseling and education.

This agreement is entered into freely by both parties for the benefit of both parties, pregnant clients of HRS Nassau CPHU and Nassau County. This agreement is for the transfer of responsibility for direct prenatal clinic services. HRS Nassau CPHU is not purchasing any services from Fernandina Beach OB/GYN, Inc. There are no direct costs between parties associated with this agreement. All costs associated with each parties responsibilities in this agreement are the sole responsibility of each party.

The terms and conditions of this agreement have been reviewed by attorneys for both parties.

A. SERVICES TO BE PROVIDED

1. The Provider agrees to provide obstetrical services outlined in Attachments I and II to all maternity patients of the HRS Nassau County Public Health Unit (HRS Nassau CPHU). Outpatient and inpatient care shall include after hours and weekend coverage. Services will be provided to those patients enrolled in the HRS Nassau CPHU Improved Pregnancy Outcome Program and those requesting maternity services at HRS Nassau CPHU clinics for maternity services, regardless of maternity risk class or ability to pay for services, either through self-pay or insurance reimbursement.
2. The Provider agrees to provide gynecological services within their scope of practice to prenatal patients referred by HRS Nassau CPHU for obstetrical services under this agreement. In order to assure continuity of care,

gynecological services will be provided to each client for one (1) year following delivery or termination of pregnancy.

3. The Provider agrees to provide gynecological services within their scope of practice to other HRS Nassau CPHU patients; according to separate agreements with the Volunteer Health Care Provider Program (VHCPP) and the County Medically Indigent Program (CMIP).

4. The Provider agrees to arrange for anesthesiology services as required, at no cost to HRS Nassau CPHU.

5. Specific tasks of the Provider and HRS Nassau CPHU are identified in Attachment I.

6. Patient care guidelines are established in Attachment II.

B. MANNER OF SERVICE PROVISION

1. Outpatient obstetrical and gynecological services to patients referred to the Provider under this agreement will be performed at the Provider's practice located at 1750 E. Lime Street, Suite 1, Fernandina Beach, FL or at HRS Nassau CPHU Clinics in Fernandina Beach, Yulee, Hilliard and Callahan, FL.

2. Inpatient obstetrical and gynecological services, including delivery, to patients referred to the Provider under this agreement will be performed at the local County hospital, its affiliate or successors.

3. In the event pediatric consultation is required for newborns or medical consultation is required for pregnant women, the Provider will contact a physician affiliated with the local County hospital, its affiliate or successors.

C. METHOD OF PAYMENT

1. There is no cost to HRS Nassau CPHU associated with inpatient or outpatient services rendered to patients referred to the Provider under this agreement for obstetrical and gynecological services. The Provider agrees to submit claims for reimbursement to appropriate insurance agencies, including Medicaid; and will submit invoices to self-pay patients based upon a predetermined sliding fee scale.

D. SPECIAL PROVISIONS

1. The Provider agrees to ensure that staff physicians are Board Eligible or Board Certified in Obstetrics and Gynecology and have completed the necessary residency programs. Staff physicians and nurses will maintain a

current Florida license to practice. The provider agrees to maintain Drug Enforcement Agency (DEA) certification.

2. The Provider agrees to maintain affiliation with the local County hospital, its affiliates or successors. The staff physicians will maintain privileges at the local County hospital, its affiliates or successors.

3. The Provider agrees to maintain current malpractice insurance as required by the State of Florida.

4. The Provider agrees to ensure quality assurance is maintained, and Standard Review as per the American College of Obstetricians and Gynecologists, and applicable State of Florida HRS County Public Health Unit Guidelines (excerpts are contained in Attachment II) are met.

5. The Provider and HRS Nassau CPHU agree to meet quarterly, by appointment or at a mutually satisfactory time and date, to evaluate the quality of services and effectiveness of the program. The County Public Health Unit outcome indicators established by the State Health Office, review of random sample of medical records and patient satisfaction surveys will be used as the basis for the evaluation.

6. The Provider agrees to review all complaints and take appropriate corrective action. The Provider agrees to advise the Medical Director, HRS Nassau CPHU regarding all complaints, and action taken.

7. The Provider agrees to refer patients dissatisfied with the Provider's program or services to another obstetrical/gynecological physician or group.

8. The Provider agrees that it will not purchase, lease, or otherwise procure goods and services with any officer, agent or employee of the Provider or with any business entity which employs, uses, or has substantial ownership by any officers, agents or employees of the Provider, unless such activity is competitively procured.

9. The Provider agrees that any Provider owned, leased or otherwise occupied facility used in the provision of services pursuant to this agreement shall comply with State and local fire and health codes, ADA standards, and all other codes which would apply if the facility so utilized were owned or leased by the State.


E. TERMINATION

Either party has the right to terminate and cancel this agreement at any time without cause upon no less than sixty (60) days written notice delivered by certified mail to the

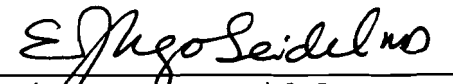
other party. Sixty days notice is required in order to develop alternate obstetrical and gynecological services.

F. PERIOD OF PERFORMANCE

This agreement is effective July 1, 1994. This agreement shall be effective for five (5) years with an ending date of June 30, 1999.



Jesse S. Greenblum, M.D.
Senior Partner
Fernandina Beach OB/GYN, Inc.

6/10/94
Date



Eugenia J. Ngo-Seidel, M.D.
Acting Medical Director
HRS Nassau CPHU

6/10/94
Date

APPROVED:


John A. Crawford, Chairman
Board of County Commissioners

6-27-94
Date


James W. Walker, M.D.
Deputy District Administrator
for Health
HRS District IV

6-16-94
Date

ATTACHMENT I

RESPONSIBILITIES OF EACH PARTY

A. The Provider agrees to accept all referred prenatal patients for antepartum, intrapartum, postpartum and postabortion medical services, including but not limited to:

1. Routine outpatient obstetrical care
2. Routine inpatient obstetrical care, including vaginal or cesarean delivery
3. Referral to specialists/high risk providers
4. Healthy Start screening and referral
5. Referral to the Women, Infants and Children (WIC) Supplemental Food Program
6. Postpartum family planning services
7. Postpartum sterilization services
8. Provide gynecological services for these patients as specified in the agreement.

B. Patient Care

1. The Provider agrees to see each new patient referred by HRS Nassau CPHU within two (2) weeks of referral, with the exception of high risk and emergency patients who will be seen within one (1) day of the referral.
2. Initial comprehensive examination, laboratory testing, pelvic sonogram (as applicable) and health counseling will be conducted.
3. Patients will be seen for follow-up examinations as considered appropriate by the Provider. Intrapartum and postpartum services including delivery, postpartum sterilization if desired and postpartum exams will be performed. The treating provider will be available to answer all questions the patient may ask regarding her condition and treatment.

C. HRS Nassau CPHU agrees to:

1. Perform the Medicaid Presumptive Eligibility for Pregnant Women (PEPW) interview with each patient to be referred to the Provider, and will advise the Provider of the results. If the patient is determined to be ineligible, the appropriate sliding fee scale rate will be determined.
2. Provide case management services under the Healthy Start Program to eligible women such as: home visits, family support plans, enhanced services including childbirth education, early and late prenatal classes, smoking cessation classes.

3. Accept WIC and nutritional counseling referrals.
4. Perform postpartum family planning counseling to educate the patient regarding all available methods, with emphasis on a recommended method to fit the patients life style.
5. Accept postpartum family planning referrals from the Provider and provide services including but not limited to: counseling, education and contraceptive method.
6. Perform record review on ten (10) charts every six (6) months. Attachment III will be used for the record review. Patient surveys will be randomly conducted.
7. Coordinate VHCPP and CMIP referrals for gynecology services to the Provider for eligible patients.

ATTACHMENT II

PATIENT CARE

(Excerpted from State of Florida HRS County Public Health Unit Guidelines)

A. Initial Prenatal Assessment

1. Do a history and physical that includes assessment of obstetrical history and appropriateness of uterine size for gestation. Document, if possible, the fetal heart tones by fetoscope or Doppler unit.
2. Provide basic information about Healthy Start. Complete the Healthy Start Risk Screening instrument during the first prenatal visit.
3. Inform the woman of her Healthy Start Screening Score and based on her score, invite her to participate in care coordination and enhanced services.
4. Retain a copy of the Healthy Start Prenatal Risk Screening instrument in the woman's medical record. Send a copy of the risk screening instrument, with appropriate medical records, to the hospital or birth center prior to labor and delivery.
5. Refer appropriate patients with genetic risk factors for counseling.
6. Refer appropriate high-risk patients to the Regional Perinatal Intensive Care Center (RPICC) for evaluation or management.
7. Assess all prenatal clients for risk of HIV infection.
8. Complete a Prenatal Risk Assessment Form (Medicaid Form 3123) on all clients, to assess for preterm, medical, and psychosocial risk factors.
9. Screen all women for gestational diabetes.
10. Refer appropriate patients for a psychosocial assessment which should cover the following:
 - a. The ability to manage activities of daily living.
 - b. A history of family violence, including child abuse, sexual abuse, and battering.
 - c. The relationships with the client's mother and the father of the unborn child.

- d. Plans and feelings about childbearing, child rearing and adoption.
 - e. Status regarding substance abuse, stress, and the potential for suicide.
 - f. Monitoring of the client's progress through the emotional stages of pregnancy.
11. Do a nutritional assessment and refer to WIC.
12. At the initial visit, each client should receive lab work that includes tests for the following:
- a. Hemoglobin or hematocrit.
 - b. Rh determination and antibody screen.
 - c. Urine dipstick for glucose, protein, and ketones; urine screen for bacteria.
 - d. Serological test for syphilis (VDRL or RPR).
 - e. PAP smear.
 - f. Test for Neisseria Gonorrhea and Chlamydia.
 - g. Tuberculin skin test, unless previously positive. (May be done at the CPHU).
 - h. Sick cell screening for all women of African, Southeast Asian, or Mediterranean descent, unless the record contains documentation of previous testing.
 - i. Screening for rubella immunity if there is no documentation of immunity by previous screening or vaccination.
 - j. HIV counseling and testing.
13. Provide health education and counseling on pregnancy and childbirth at the appropriate gestational period.

B. Maternal Education and Counseling

- 1. Encourage clients to attend childbirth education classes.
- 2. Provide information on basics of care, the anatomy and physiology of pregnancy, fetal development, and managing discomfort.

3. Encourage healthy behaviors for the client and the family, such as seat belt use, good nutrition, exercise, stress management, and the avoidance of alcohol, drugs, and tobacco products.
4. Encourage breast feeding. Provide information on the benefits of breast feeding, and local resources such as the WIC Breastfeeding Coordinator for education and emotional support.
5. Provide nutrition information, including referral to WIC, adequate diet, appropriate weight gain, and food selection and preparation.
6. Provide information on labor and delivery including childbirth education, preregistration, and local resources.
7. Provide postpartum and family planning information, including sterilization and all available methods of contraception.
8. Provide parenting information, including abuse prevention and care of the newborn infant.
9. Provide information on preterm labor.
10. Provide information on the danger signals of pregnancy.
11. Provide information on the prevention and control of sexually transmitted diseases, including HIV infection.
12. Provide information on vaginal birth after caesarean section.
13. Provide information on substance abuse, including the dangers of illegal drugs, alcohol, prescription and over-the counter medications, and tobacco.

C. Subsequent Prenatal Visits

1. The client's visit schedule will depend on her condition and weeks of gestation.
2. Clients should receive certain services at each visit; additional services may be required for a specific gestational period.
3. Services should include plotting the weight on the weight gain grid, blood pressure assessment, evaluation of edema, estimation of weeks gestation, and measurement of the fundal height.

4. Compare uterine size to time of gestation and document the position and presentation of fetus at each visit after 28 weeks.
5. Evaluate the fetal heart rate. Document when fetal heart tones are first heard with a Doptone and fetoscope.
6. For Rh negative clients, if Rh titers remain negative at 28 weeks gestation, give antenatal Rho(D) immune globulin.
7. Provide health education appropriate for gestational period and client's needs.
8. Refer eligible patients to Healthy Start for home visits.
9. Provide the following lab work at specified intervals, or more often depending on client's needs:
 - a. Hemoglobin or Hematocrit at the 28th and 36th week of pregnancy.
 - b. Gestational diabetes screen between 24 to 28 weeks gestation, using the one hour, 50 gram glucose challenge.
 - c. Antibody screens and titers on clients who are Rh negative at 28 weeks gestation. Provide this at 32 and 36 weeks as well, if the client did not receive Rh immune globulin injection at 28 weeks.
 - d. Serologic test for syphilis (VDRL or RPR) during the last trimester of pregnancy. Women with a positive VDRL or RPR should be tested monthly.
 - e. Culture for Neisseria Gonorrhea and Chlamydia between 30 and 32 weeks or as needed.
 - f. Urine dipstick every prenatal visit for glucose, protein, and ketones.
 - g. Testing for Hepatitis B surface antigen (May be done with initial lab).
10. Follow up nutrition counseling as appropriate for high risk WIC participants.

D. Postpartum Services

1. Document pregnancy outcome data in the chart including the date, place, and method of delivery;

maternal complications or operative procedures; the infant's sex, birth weight, anomalies, or complications; and the infant's Healthy Start Postnatal Screening Score. A copy of the Delivery Sheet shall be sent to HRS Nassau CPHU.

2. Coordinate follow-up care with HRS Nassau CPHU and hospital staff.

3. After reviewing the client's medical history, looking particularly at the prenatal, labor, delivery, and early postpartum period, provide the following services at the four to six week postpartum visit:

a. Physical examination, including a pelvic and breast exam.

b. Nutrition assessment and counseling. Breast feeding counseling, when appropriate.

c. Follow up of high risk conditions, such as anemia, infections, obesity, smoking, abnormal PAP, gestational diabetes, Hepatitis B, family violence, drug problems, and tuberculin positives without disease.

6. Lab work at the postpartum visit should include the following:

a. Hemoglobin or hematocrit level.

b. Appropriate follow-up lab testing of gestational diabetics.

c. Urinalysis for clients who had a urinary tract infection during pregnancy.

d. Any necessary STD follow up.

7. Family planning services should be offered to the woman between two and four weeks postpartum. Provide education and counseling concerning contraceptive methods and provide chosen method.

8. Postpartum women desiring sterilization who did not receive the procedure in the hospital are eligible up to 60 days postpartum for Medicaid coverage for sterilization. The eligibility limit for this procedure is 185 percent of poverty.

9. Provide health education and counseling including evaluation of postpartum depression and coping skills.

ATTACHMENT III
CLINICAL RECORD AUDIT

Documentation of:	Performed	Not Performed	Comments
1. History	_____	_____	
2. Physical Exam	_____	_____	
3. Prenatal Risk Assessment	_____	_____	
4. Healthy Start Screen	_____	_____	
5. WIC Referral	_____	_____	
6. Childbirth Ed. Referral	_____	_____	
7. Family Planning Counseling	_____	_____	
8. Postpartum Exam	_____	_____	

Record ID: _____

Reviewed by: _____ Date: _____