AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Consulting Agreement; Dr. Marie Matthews, MD; Cons

Action Requested: County Manager Signature

Parties to the Agreement: BOCC & Dr. Matthews

Term Begins: **Term Ends:** 12/31/2016 **Grant Contract #:**

Summary:

This is renewal of longstanding contract with Dr. Matthews to provide oversight to the Family Planning Program as well as consultation as needed in the event of an emergency epidemic as described in Exhibit A. Cost for services will be provided by the Family Planning Program funding.

Fiscal Impact: $1200

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

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, this amount is included in the 2016 adopted budget. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 2/10/2016

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

Comments:
OK DB 2-12-16

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 2/12/2016 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/12/2016

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

Agenda Date: 2/16/2016

Revised April 2015

CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") made effective the 1st day of January, 2016, is by and between the Board of County Commissioners of the County of Gunnison, Colorado, 200 East Virginia, Gunnison, CO 81230 ("Gunnison County") and Dr. Marie Matthews, MD, 130 East Virginia Avenue, Gunnison, CO 81230 ("Consultant").

RECITALS

Consultant provides professional services regarding medical consultation for the Gunnison County Public Health Family Planning Program ("Services"). Gunnison County desires to engage Consultant to provide Services according to this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the Recitals and the mutual covenants and obligations hereinafter set forth, the parties agree as follows:

1. TERM.

The term of this Agreement shall commence on January 1, 2016 and shall terminate on December 31, 2016, unless sooner terminated or replaced as provided herein.

2. SCOPE OF SERVICES.

Consultant shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the services and other duties of the Gunnison County Medical Officer as more specifically set forth in Exhibit A, attached hereto and incorporated herein by this reference. All Services shall be performed in a timely manner and in accordance with generally accepted standards for Consultant's profession and all applicable federal, state and local laws and regulations affecting the services or the subject matter thereof. Consultant acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

3. COMPENSATION, BONUS AND EXPENSES.

In exchange for Consultants performance of the Services, during the Term, Gunnison County shall pay Consultant, upon full execution of this Agreement, $100 per month ($1,200 yearly) to carry out the Scope of Services attached hereto and incorporated herein as Exhibit A.

4. INSURANCE.

Consultant agrees that at all times during the Term of this Agreement, Consultant shall carry and maintain, in full force and effect and at her sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Consulting Agreement, Consultant will provide an insurance certificate to Gunnison County for the coverage's required herein which shall state that such policy shall not be materially changed or cancelled without thirty (30) days prior notice to Gunnison County.

(a) Comprehensive Professional Liability Insurance or the equivalent in an amount not less than $1,000,000 each occurrence and $2,000,000 aggregate of Bodily Injury Liability.

5. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other.

6. DELEGATION AND ASSIGNMENT .

This is a personal services contract with Consultant and, therefore, Consultant shall not delegate or assign her duties under this Agreement without the prior written consent of Gunnison County which consent Gunnison County may withhold in its discretion. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

7. NOTICES.

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by certified first class US mail, postage prepaid, addressed as follows:

If to Gunnison County: County Manager
Gunnison County
200 E. Virginia
Gunnison, Colorado 81230
Phone: 970-641-0248

With a copy to:
Board of County Commissioners
200 E. Virginia
Gunnison, Colorado 81230

If to Consultant: Dr. Marie Matthews

130 East Virginia Ave
Gunnison, CO 81230

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

8. INDEPENDENT CONTRACTOR.

(a) In carrying out his obligations and activities under this Agreement, Consultant is acting as an independent contractor.

(b) Consultant acknowledges and agrees that Consultant is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from Gunnison County. Further, Consultant is obligated to pay federal and state income tax on any moneys paid her related to the services.

(c) Notwithstanding any provision of this Agreement, for the purposes of the Colorado Governmental Immunity Act, Consultant is an employee of Gunnison County and is entitled to all of the protections of that Act.

9. ENTIRE AGREEMENT .

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

10. MISCELLANEOUS.

(a) SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

(b) AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

(c) NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

11. GOVERNING LAW.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Exclusive jurisdiction and venue for any legal proceedings related to this Agreement shall be in the state District Court governing Gunnison, Colorado.

12. IMMIGRATION COMPLIANCE CERTIFICATION.

Consultant certifies that she does not and will not knowingly contract with or employ illegal aliens to work under this contract. Consultant further certifies that she has required her subcontractors if any to certify that they do not knowingly contract with or employ illegal aliens to work under this contract. Finally, Consultant certifies that she has attempted to verify the eligibility of her employees and subcontractors if any to work through the Basic Pilot Employment Verification Program operated by the Department of Homeland Security.

13. COUNTERPARTS: FACSIMILE TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which my contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below to be effective as of the date first above written.

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO

Date: _____

_____
By: Matthew Birnie, County Manager

ATTEST:

_____
Deputy County Clerk

CONSULTANT

Date: 2/5/16

Marie Matthews
By: Dr. Marie Matthews, MD

EXHIBIT A
SCOPE OF SERVICES
Family Planning Consultant
For January 1, 2016 to December 31, 2016

Consultant shall perform and provide the following services:

a. Provide medical consultation for the Public Health Nurse in Family Planning Program.

b. Review and co-sign 10% of Family Planning patient charts (approximately 100 per year) for quality assurance purposes.

c. Provide medical oversight and consultation for the Nurse Practitioners and Physician Assistants hired by Public Health in their capacities as mid-level practitioners in the Family Planning program and Women Wellness Connection Program.

d. Provide appropriate supervision of the mid-level providers as outlined in the Medical Practice Act.

e. Meet yearly with the Public Health Family Planning staff for updates on local health issues/concerns and practices.

f. Review and sign, on an annual or as needed basis, standard protocols for the Family Planning Program.

g. Be an advocate for Public Health and represent public health to the medical community.

h. Collaborate on public health advisory boards and coalitions as available.

i. Provide consultation as needed in development of local statutes or rules that may be necessary to meet an emergency epidemic and/or bioterrorism event.

j. Serve as a liaison between Public Health and the private medical community as necessary to meet the medical needs of an emergency epidemic and/or bioterrorism event.

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Better Medicine • Better Lives

CERTIFICATE OF PROFESSIONAL LIABILITY INSURANCE

CERTIFICATE HOLDER

Marie C. Matthews, M.D.
130 E Virginia Ave
Gunnison, CO 81230-2246

INSURED

Marie C. Matthews, M.D.
130 E Virginia Ave
Gunnison, CO 81230-2246

Group Name: Gunnison Valley Family Physicians, L.L.C.

This certificate is issued as a matter of information only and confers no rights upon the holder. By its issuance, the **company** does not alter, change, modify or extend the provisions of said **policy** and does not waive any of its rights thereunder.

POLICY NUMBER: PCC0003330

RETRO DATE: 08/05/2007

POLICY TERM: 01/20/2016 to: 01/20/2017

LIMITS OF LIABILITY:

Per Medical Incident/Peer Review Incident: $ 1,000,000
Annual Aggregate: $ 3,000,000

SPECIALTY: FP/GP - OB Doing C-Sections

Dated at: Denver, Colorado

Date: January 18, 2016

Countersigned by Authorized Representative

CO-COI 09/01/2010

Post Office Box 17540 Denver, Colorado 80217-0540 (720) 858-6000 1-800-421-1834 FAX (720) 858-6004