AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Consulting Agreement; Dr. John Tarr; Medical Consu

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: BOCC & Dr Tarr

Term Begins: 1/1/17 **Term Ends:** 12/31/2017 **Grant Contract #:**

Summary:

Renewal of Dr. Tarr contract for 2017. Costs are covered through Public Health funding.

Fiscal Impact: $1200

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

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, included in 2017 budget. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 1/18/2017

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

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 1/20/2017 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 1/20/2017

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 1/24/2017

Revised April 2015

CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") made effective the 1st day of January, 2017 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. John Tarr, MD, 1084 Seneca Drive, Gunnison, CO 81230 ("Consultant").

RECITALS

Consultant provides professional services regarding medical consultation for the Public Health Division and Consumer Protection Specialist and other duties of the Gunnison County Medical Officer for the Department of Health and Human Services ("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, 2017 and shall terminate on December 31, 2017, unless sooner terminated or replaced as provided herein.

2. SCOPE OF SERVICES.

   Consultant shall furnish all materials, labor, supervision, supplies and equipment to commerce, 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. STRATEGIC RESULT.

   By approval of this professional services agreement, the Gunnison County Department of Health and Human Services shall work towards reporting and accomplishing its Result Measure that 50% of policy recommendations are adopted.

4. 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, $1,200 per year ($100 per month) to carry out the Scope of Services attached hereto and incorporated herein as Exhibit A.

5. 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 his 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 coverages 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 or less than $1,000,000 each occurrence and $2,000,000 aggregate of Bodily Injury Liability.

6. 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.

7. DELEGATION AND ASSIGNMENT.

This is a personal services contract with Consultant and, therefore, Consultant shall not delegate or assign his 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.

8. 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

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

If to Consultant: Dr. John Tarr
1084 Seneca Drive
Gunnison, Colorado 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.

9. 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 him 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.

10. 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.

11. MISCELLANEOUS.

(a) SEVERABILITY. If any clause or provision of this agreement shall be held to be invalid to 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 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.

12. 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.

13. IMMIGRATION COMPLIANCE CERTIFICATION.

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

14. COUNTERPARTS: FACSIMILE TRANSMISSION.

This agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all which shall be construed together as but a single instrument and shall be binding on the parties as through 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:_____ _____

ATTEST:

_____

Deputy Clerk

Date:_____ _____

Dr. John Tarr, M.D.

EXHIBIT A
SCOPE OF SERVICES
For January 1, 2017 to December 31, 2017

Consultant shall preform and provide the following services:

a. Review and sign, on an annual or as needed basis, standard protocols for vaccine administration and the anaphylaxis policy.

b. Medical consultation for the Public Health Division and Consumer Protection Specialist including communicable disease control and review of other public health nursing protocols, such as those in well child, exposure to blood borne pathogens, etc.

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

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

e. Provide consultation on cease and desist orders.

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

g. Participation consultation as necessary in the local emergency response plan.

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

i. 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.

j. Serve as advisor to Gunnison County Board of Health.