AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Memorandum of Agreement; Eric Thorson, M.D.; Venue

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: BOCC & Dr. Eric Thorson

Term Begins: 5/1/17 **Term Ends:** 12/31/2017 **Grant Contract #:**

Summary:

Developed agreement with County Attorney's Office to allow Public Health Immunization Nurse to use CB Town Clinic office space to provide immunizations monthly when Dr. Thorson's office is closed, free of charge. This replaces previous use of CB Town Hall space for monthly

Fiscal Impact: none

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

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 6/29/2017

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

Comments:
ok db 6/29/17

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 6/29/2017 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/7/2017

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

Agenda Date: 7/11/2017

Revised April 2015

MEMORANDUM OF AGREEMENT
BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO AND ERIC THORSON, MD

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered into this ____ day of _____, 2017 by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO whose address is 200 E. Virginia, Gunnison, Colorado 81230 ("Gunnison County") and ERIC THORSON, M.D. whose address is 214 6TH Street, Suite 1, Crested Butte, Colorado 81224 ("Dr. Thorson").

A. RECITALS

WHEREAS, Gunnison County is seeking a venue in Crested Butte, Colorado to provide immunization administration services; and

WHEREAS, Dr. Thorson is offering assistance to Gunnison County in providing a venue for those immunization administration services in Crested Butte, Colorado; and

WHEREAS, Gunnison County and Dr. Thorson believe that it is in the public's best interest to provide a venue for immunization administration services in Crested Butte, Colorado.

B. AGREEMENT

NOW, THEREFORE, in consideration of the recitals above and the mutual covenants and obligations contained herein below, the parties understand and agree to the following:

1. TERM

The term of the Agreement shall begin retroactively May 1, 2017 and end on December 31, 2017 ("Term") unless sooner amended or terminated as provided herein.

2. CONSIDERATION.

In consideration and exchange for Gunnison County providing immunization administration services in Crested Butte, Colorado and provision of immunization vaccines, both at the venue identified below, Dr. Thorson agrees to and shall provide, as a venue, his office located at 214 6th Street, Suite 1, Crested Butte, Colorado ("Venue") on the first Wednesday of every month between the hours of 8:00 a.m. and 5:00 p.m. during the Term of this Agreement to serve as a venue for those immunization administration services, and Dr. Thorson agrees to administer immunizations with vaccines provided by Gunnison County. This consideration is valuable and sufficient for each and both parties to this Agreement.

3. SCOPE OF SERVICES.

Pursuant to this Agreement Gunnison County and Dr. Thorson shall adhere to the following scope of services:

A. Gunnison County shall provide a Gunnison County Public Health Nurse ("Public Health Nurse") for immunization administration at the Venue on the first Wednesday of every month between the hours of 8:00 a.m. and 5:00 p.m.

B. The administration of immunization vaccinations will be similar to the practice that has occurred for years at the Crested Butte Town Hall site. The public will call the Gunnison County Public Health Office ("Public Health Office") (641-0209) to schedule appointments at the Venue between 8:00 a.m. to 5:00 p.m. for the first Wednesday of each month during the Term of this Agreement. The Public Health Nurse will transport the vaccines maintaining proper temperature control to the Venue and will return the unused vaccines to the Public Health Office. This will include VFC vaccines from the Department of Health and Human Services ("DHHS") as well as privately purchased vaccines by DHHS. All paperwork will be completed by the Public Health Nurse and all associated billing and record keeping regarding any donations acquired on those Wednesdays will be done by DHHS staff.

C. Dr. Thorson will maintain his own VFC vaccines as well as a limited number of his own privately purchased vaccines to be used when the Venue is open for business for his patients which will be limited specifically to: Tdap, Td, Prevnar and Pnuemovax. Dr. Thorson's Office will manage all paperwork, billing and inventory for those vaccines.

D. In addition, the Public Health Office will maintain a small inventory of privately purchased vaccines (no more than one box each) that Dr. Thorson's staff may administer to patients with insurance throughout the week. A record of the administered vaccines for these specific vaccines will be maintained by Dr. Thorson's staff and provided to the Public Health Office on a monthly basis. All billing for these vaccines will be done by the Public Health Office staff and the revenue generated by the administration fee as well as reimbursement of purchased vaccines will be credited to the Public Health Office.

E. All vaccines will be properly labeled to identify which belong to the Public Health Office, VFC, Public Health Office's private purchase, Dr. Thorson VFC and Dr. Thorson's private purchase. VFC vaccines are vaccines provided by the state for children with no insurance or Medicaid. The Public Health Office and Dr. Thorson are each separately enrolled in VFC program and maintain their own individual contracts. Each entity will be responsible for their own VFC requirements.

F. Each entity will be responsible for complying with all rules and regulations set by ACIP associated with proper storage and handling, administration and record keeping of vaccines.

4. AGENCY.

Dr. Thorson is acting as an agent of Gunnison County only for the specific and limited provision of the services identified above.

This agency relationship is not, and shall not be construed to be, an agreement by Dr. Thorson generally to provide any additional services; specifically, it is not, and shall not be construed to be, an agreement by Dr. Thorson to act as a “back-up” for Dr. John Tarr, the County Medical Officer, in the event of a public health emergency or otherwise.

5. GUNNISON COUNTY STRATEGIC PLAN

Execution of this Agreement will assist Gunnison County with its strategic measure to promote optimal community and family health, safety and wellbeing by providing a venue for immunization administration services in Crested Butte, Colorado.

6. INSURANCE.

Gunnison County shall name Dr. Thorson as an additional insured on its Comprehensive General Liability Insurance policy. The cost and expense of this addition to the Comprehensive General Liability Insurance shall be funded by Gunnison County.

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:

Gunnison County:	Matthew Birnie Gunnison County Manager 200 E. Virginia Avenue Gunnison, Colorado 81230
With an additional copy to:	Carol Worrall Gunnison County Public Health Director 225 N. Pine Street, Suite E Gunnison, CO 81230

Dr. Thorson: Eric Thorson, M.D.
Town Clinic of Crested Butte
PO Box 1546
Crested Butte, Colorado 81224

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. 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.

9. 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.

10. 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 County, Colorado.

11. 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.

12. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Phil Chamberland, Chairperson

ATTEST:

_____
Deputy County Clerk

ERIC THORSON, M.D.

By: _____
Eric Thorson, M.D.