

Tommie C. Martin, District I
610 E Highway 260, Payson, AZ. 85547
(928) 474-2029

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

HEALTH AND EMERGENCY SERVICES

PROFESSIONAL SERVICES AGREEMENT 121014-4 MEDICAL CONSULTING SERVICES

THIS AGREEMENT, made and entered into this 23RD day of DECEMBER **2014**, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the County, and Michael Durham, M.D., of the City of Globe, County of Gila, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: That the Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I – SCOPE OF SERVICES: The Contractor agrees to provide Medical Consulting Services for the Gila County Health and Emergency Services Department. In the performance of his duties under the provisions of this agreement, it is mutually understood and agreed that the Contractor, his agent(s), employee(s), and subcontractor(s), is at all times acting and performing as an independent contractor.

The Contractor agrees to obtain and keep current any and all State of Arizona licenses/certifications and agrees that he posses experience as a physician. If at any time during the term of the contract the Contractors licenses/certifications are revoked or rendered invalid, this Contract shall be terminated.

The Contractor is an independent Contractor of the County and agrees that he shall obey all state and federal statutes, rules and regulations which are applicable to provisions of the services of the agreement. Neither the Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

▪ **DUTIES AND RESPONSIBILITIES**

The Contractor shall provide duties as follows:

- A. Sign routine standing orders and review medical protocols to include, but not be limited to:
 1. Preventable disease immunizations to include influenza vaccine
 2. Tuberculosis control

3. Anaphylaxis treatment
4. Venous/capillary blood collection
5. Provide for testing, diagnosis and treatment of sexually transmitted disease clients
6. Child and adult health
7. Environmental health
8. Nutritional services
9. Communicable disease investigation
10. Emergency Preparedness
11. Monthly well child clinics held in Globe
12. HIV services
13. Nursing services
14. Maternal/child health services
15. Rabies control services
16. Monthly STD clinic held in Globe
17. Reproductive health/family planning
18. Other services as they arise

B. Be available to:

1. Provide input on community health matters.
2. Act as liaison with county physicians/medical providers in medical matters.
3. Work with Office of Health staff to develop protocols as necessary.
4. Backup coverage when available for long periods of time.
5. Provide contact phone numbers, locations as needed.

C. On a monthly basis hold Well Child Clinics and STD Clinics.

1. The contractor will only be paid for scheduled clinics that he attends.

Gila County shall provide:

- A. Work space for Contractor in Office of Health.
- B. Transportation as indicated for Office of Health business.
- C. Per Diem and travel reimbursement as indicated per County policy.
- D. Necessary/required Emergency Preparedness/Public Health continuing education.

▪ **EMERGENCY PREPAREDNESS**

The Contractor shall be available for consultation requests from the County staff, for issues or events related to Preparedness and Response to acts or suspected acts of Bioterrorism, which may require a **physician's expertise**.

ARTICLE II – FEES: For the services provided by the Contractor under this agreement, financial compensation from the County will be as follows:

\$50 per child for "Well Child" clinics

TB Services	\$300.00/month
Malpractice Insurance	\$300.00/month
STD Clinic, Globe	\$300.00/month, for each month a clinic is held

ARTICLE III – TERMINATION: Contract shall terminate thirty (30) days after written notice is received by either party to the other. Upon receipt of the notice, work in progress will be completed and any summaries and/or status reports shall be prepared and submitted, all within thirty (30) days. The County's financial obligation shall cover only the work performed up to the notice to terminate plus thirty (30) days, and not work completed thereafter.

ARTICLE IV - INDEMNIFICATION CLAUSE: The Contractor agrees to defend, indemnify, and hold harmless Gila County from all losses, liability, claims or expenses (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Contractor, except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this section to require the Contractor to indemnify the County to the extent permitted under Arizona Law.

ARTICLE V – INSURANCE REQUIREMENTS: The Contractor agrees to take out and keep in force during the term of this agreement at his expense, professional liability insurance, general liability insurance and other insurance(s) as requested by the County and listed below, with reputable insurance companies acceptable to the County under this agreement. The Contractor agrees to provide coverage equal to or greater than the limits as set forth herein. The Contractor agrees to provide the County with certificates evidencing the coverage specified.

1. Medical Professional Liability insurance in the amount of \$1,000,000.00 per incident
2. Commercial General Liability insurance in the amount of \$145,000.00 per incident.

ARTICLE VI – ASSIGNMENTS AND SUBCONTRACTS: No rights or obligations of the Contractor under this agreement shall be assigned. No rights or obligations of the Contractor under this agreement shall be subcontracted by the Contractor without approval of the County. All subcontracts shall incorporate the laws, rules, and regulations governing this agreement. The approved subcontracts shall forward copies of such to the County Office of Health and shall retain originals on file.

ARTICLE VII – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

ARTICLE VIII – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE IX – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. § 38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered by the County before the effective date of termination.

ARTICLE X – TERM: The term of the contract shall commence on January 1, 2015 and continue in full force and effect up through and including December 31, 2015, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Gila County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

ARTICLE XI – PAYMENT: Contractor shall be paid fees stated in Article II of this agreement, but in no event shall payment exceed \$ 10,800.00 for the contract term without prior written approval from the County.

Gila County employs a "Net 15" payment term for professional services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions and they apply to all invoices received by the County.

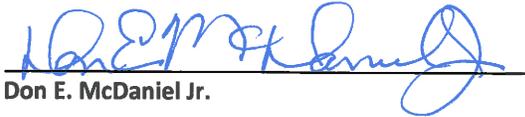
The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9

Invoices

All invoices shall be submitted to Gila County Accounts Payable at 1400 E. Ash St., Globe, Arizona 85501, and contain the purchase order number, contract number, and description of services performed.

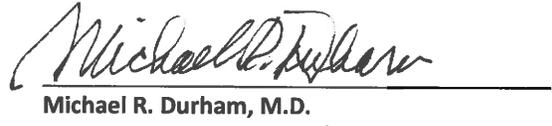
IN WITNESS WHEREOF, two (2) identical counterparts of this agreement, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY MANAGER


Don E. McDaniel Jr.

Date: 12/23/14

MICHAEL R. DURHAM, M.D.


Michael R. Durham, M.D.

12/22/14

Print Name _____