

NAVAJO COUNTY AGENDA ITEM REQUEST FORM

Meeting Date: February 24, 2015	Time Needed: 5 Minutes										
Requesting Department: Health	Presenter(s) Name: Mary Herring, Director										
Motion before the Board: Approve Professional Services Agreement with Heather Sponseller, RDH for Dental Hygiene services through the Arizona First Things First, Navajo Nation, Oral Health Fluoride Program effective February 1, 2015 to June 30, 2015 in the amount of \$45.00/per hour.											
Recommendation: (who, what, where, when, how, etc.) Approve											
<p>Background: (why should it be done, what will happen if not approved, etc. include resolution)</p> <p>Navajo County Public Health Services District contracts with the Arizona First Things First for the provision of fluoride varnish and dental education to children 0-5 years in the Navajo Nation Regional Partnership Council service area. Navajo County Public Health Services District needs to contract with a Dental Hygienist to perform these services.</p>											
<p>Fiscal Impact: (what will it cost, where funds will come from, is it budgeted, etc.)</p> <p>Payment for these services will be provided from the First Things First grant for the Navajo Nation Oral Health program.</p>											
Reviewed and approved by:	<table style="width: 100%; border: none;"> <tr> <td style="text-align: center; width: 20%;">County Manager</td> <td style="text-align: center; width: 20%;">County Attorney</td> <td style="text-align: center; width: 20%;">Human Resources</td> <td style="text-align: center; width: 20%;">Finance</td> <td style="text-align: center; width: 20%;">IT</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	County Manager	County Attorney	Human Resources	Finance	IT	<input type="checkbox"/>				
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
<p style="text-align: center;">Board Action Taken</p> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; width: 20%;">Approved</td> <td style="text-align: center; width: 20%;">Denied</td> <td style="text-align: center; width: 20%;">No Action</td> <td style="text-align: center; width: 20%;">Continued</td> <td style="text-align: center; width: 20%;">Continued to:</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">_____</td> </tr> </table> <p>Approved with changes as follows: _____</p>		Approved	Denied	No Action	Continued	Continued to:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Approved	Denied	No Action	Continued	Continued to:							
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____							
Clerk's Notes											
Date:	Initial:										

REMINDER: Email this coversheet and all backup documentation to **BOS.Clerk** by **Noon the Tuesday before the BOS meeting.**



Navajo County Public Health Services District

Professional Services Agreement

This Agreement is made and entered into between the Navajo County Public Health Services District ("District") and Heather Sponseller, Registered Dental Hygienist.

Whereas, the District requires the services of a Dental Hygienist to assist in the fulfillment of the District's contract with Arizona First Things First for the Navajo Nation Oral Health Fluoride Program ("FTF Contract"); and

Whereas, the Subcontractor is a dental hygienist licensed to practice in Arizona and;

Whereas, the District wishes to contract with the Subcontractor for Oral Health Fluoride services and the Subcontractor is willing to provide such services upon the terms and conditions set forth herein,

Now, Therefore, the parties agree as follows:

1. **Term.** This Agreement shall commence as of February 1, 2015 ("Effective Date") and shall continue in effect through June 30, 2015 unless sooner terminated as provided in Section 11.
2. **Services.** The Subcontractor shall provide oral health screening, education and fluoride varnish to children 0-5 years in the Arizona portion of Navajo Nation; in accordance with the FTF Contract and under the general direction of the Health Director of the District. All supplies and equipment necessary to perform the services will be supplied by the District. The Subcontractor acknowledges receipt of a copy of the FTF Contract and understands and agrees that all services hereunder shall be provided in strict compliance with the FTF Contract. All services shall be provided in accordance with the professional and ethical standards applicable to Dental Hygienists. All services will be arranged through and with the District and First Things First.
3. **Compensation.** As full and complete compensation for the services to be provided hereunder, the District shall pay to the Subcontractor a fixed rate fee of **\$45.00 per hour**. In addition, Subcontractor shall be paid a fixed rate fee of **\$30.00 per hour** for completed training and paid **\$45.00 per hour** for half the travel time. At the end of the first month that this agreement is in effect and at the end of each month when services are provided, the Subcontractor will submit to the District a record of services provided. The District will submit a demand to Navajo County Finance. Payment will be made directly to the Subcontractor in accordance with Navajo County's standard procedures for processing demands.
4. **Independent Contractor.** In providing services hereunder, the Subcontractor is an independent contractor. The Subcontractor shall not be deemed an employee of the District and shall not be entitled to any benefits provided to District employees. Taxes, Social Security and other amounts customarily withheld from the earnings of employees shall not be withheld from the compensation paid to the

Subcontractor.

5. **Insurance.** The Subcontractor shall maintain in force during the terms of this Agreement, at the Subcontractor's expense, professional liability insurance in the amount of no less than \$1,000,000 per occurrence and such other insurance as the District's Risk Manager may reasonably require. The Subcontractor shall provide the District with certificates of insurance evidencing all required policies and shall notify the District of any cancellation or decrease in the amount of coverage at least 30 days before the effective date of such cancellation or decrease.
6. **Compliance with Laws.** The Subcontractor shall comply with all federal and state statutes, regulations and orders applicable to the services provided hereunder. All federal and state laws, required to be incorporated into this Agreement, shall be enforced as though fully set forth herein.
7. **Professional Licenses.** The Subcontractor shall maintain in force throughout the term of this Agreement any and all license, permit and accreditation required for the Subcontractor to provide services hereunder. The Subcontractor shall provide the District with documentation of any and all required license, permit and accreditation. The Subcontractor shall notify the District and shall immediately cease performance hereunder if any such license, permit or accreditation is suspended or revoked.
8. **Training.** The Subcontractor will accept and participate in any and all training required and offered by the District and/or First Things First.
9. **Records and Reports.** The District and/or First Things First shall retain all client and service records generated as a result of this Agreement. The Subcontractor is familiar with all record retention and confidentiality requirements set forth in the First Things First Contract and applicable federal and state laws and shall comply with all such requirements in handling client records and information.
10. **Indemnification.** To the fullest extent allowed by law, each party (as "Indemnitor") shall indemnify, defend and hold harmless the other party and its agents, representatives, officers, officials and employees (the "Indemnitees") from and against any and all claims, damages, losses and expenses (including, but not limited to attorney fees, court costs and the costs of appellate proceedings) relating to, arising out of or resulting from the Indemnitor's negligent acts, errors mistakes or omissions in the performance of this Agreement. The Indemnitor's duty to defend, hold harmless and indemnify the Indemnitees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to any person, or impairment or destruction of property including loss of use resulting there from, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this Agreement (including those by any person for whose negligent acts errors, mistakes or omissions the Indemnitor may be liable).
11. **Termination.** This Agreement shall terminate immediately and automatically upon the termination of the FTF Contract for any reason. In addition, either party may terminate this Agreement for any reason upon 30 days prior written notice to the other party. In addition, the District may terminate this Agreement upon written notice if the Subcontractor fails to cure any default in performance within 10 days after delivery of a written notice of default by the District. This Agreement is also subject to cancellation pursuant to ARS 38-511 (concerning conflicts of interest).
12. **Non-Assignment.** The Subcontractor shall not assign any right or interest in this Agreement without the District's prior written approval, nor shall the Subcontractor delegate or subcontract any duty hereunder without the District's prior written approval. Any purported assignment, delegation or subcontract without the District's prior written approval shall be void.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

NAVAJO COUNTY PUBLIC HEALTH SERVICES DISTRICT

SUBCONTRACTOR

By _____
Chairman, Board of Supervisors

By _____

Date _____

Date _____