

NAVAJO COUNTY AGENDA ITEM REQUEST FORM

Meeting Date: March 24, 2015	Time Needed: CONSENT
Requesting Department: Health	Presenter(s) Name: Mary Herring, Director
Motion before the Board: Approve Professional Services contract with Connie Baine, RDH, AP for Dental Hygiene services through the Delta Dental of Arizona Foundation effective March 1, 2015 to February 28, 2016 in the amount of \$45.00 per hour.	
Recommendation: (who, what, where, when, how, etc.) Approve	
Background: (why should it be done, what will happen if not approved, etc. include resolution) Navajo County Public Health Services District collaborates with the Navajo, Apache, Gila Oral Health Coalition via a grant from Delta Dental of Arizona Foundation. Navajo County Public Health Services District needs to contract with a Dental Hygienist to run the day to day operations of the coalition.	
Fiscal Impact: (what will it cost, where funds will come from, is it budgeted, etc.) No Match Required	
Reviewed and approved by: County Manager _____ County Attorney _____ Human Resources _____ Finance _____ IT _____	
Board Action Taken: Approved <input type="checkbox"/> Denied <input type="checkbox"/> No Action <input type="checkbox"/> Continued <input type="checkbox"/> Continued to: Approved with changes as follows <input type="checkbox"/>	
Clerk's Notes: Date: _____ Initial: _____	

REMINDER: Email this coversheet and all backup documentation to BOS.Clerk by 4:00 p.m. the Thursday prior to the Managers' meeting. Please be present at the Agenda Meeting to ensure placement on the agenda.



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 Connie Baine, R.D.H., AP, BS ("Subcontractor").

Whereas, the District requires the services of a Dental Hygienist to assist in the fulfillment of the District's contract with Delta Dental of Arizona Foundation for the oral health coalition and development program ("DD 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 dental hygiene 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 March 1, 2015 ("Effective Date") and shall continue in effect through February 28, 2016 unless sooner terminated as provided in Section 11.
2. **Services.** The Subcontractor shall provide Oral Health Coalition and development services covering Navajo, Apache and Gila counties to include; the continuation of an Oral Health Coalition including conducting at a minimum 8 meetings during the contract period, conduct outreach activities in order to increase Coalition membership, complete an oral health environmental scan, develop a regional oral health action plan and provide an informational presentation to regional program administrators; in accordance with the DD Contract and under the general direction of the health director of the district. Subcontractor agrees to provide a minimum of 333 hours of work toward the completion of the program goals. All supplies and equipment necessary to perform the services and not otherwise provided by Delta Dental of Arizona Foundation will be supplied by the District. The subcontractor acknowledges receipt of a copy of the DD Contract and understands and agrees that all services hereunder shall be provided in strict compliance with the DD contract. All services shall be provided in accordance with the professional and ethical standards applicable to dental hygienists. All services shall be arranged through and with the District.
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**. 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 ADHS Office of Oral Health.
9. **Records and Reports.** The District and/or ADHS Office of Oral Health 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 ADHS 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 ADHS 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 _____