

Sandoval County Board of County Commissioners

Agenda Item Summary

AGENDA ITEM # 5-15-14.8C

1. REQUESTED MOTION

ACTION REQUESTED:

Approve a Professional Services Agreement between Sandoval County and the N.M. Foundation for Dental Health, Research and Education in the Amount of \$50,000 to Provide a Dental Mission of Mercy Event at the Santa Ana Star Center

WHY ACTION IS NECESSARY (Summary):

This agreement will provide funding to sponsor the Mission of Mercy event in Sandoval County on October 24 and 25, 2014, which will provide a full range of dental services and dental education free of charge to all residents of Sandoval County and therefore will or is likely to reduce healthcare costs and improve quality and access to care for the residents of the County (NMSA 13-1-98.1). The program is part of the National Mission of Mercy events held throughout the United States each year. All services needed for the event are provided by volunteers which include dental providers, dental suppliers, clerical staff, event organizers, public information staff, security, etc.

2. REQUESTOR

COMMISSIONER SPONSORED: YES NO

DISTRICT: DISTRICT 1 DISTRICT 4
 DISTRICT 2 DISTRICT 5
 DISTRICT 3

DIRECTOR / ELECTED: Peggy Folk Cote
 DIVISION: Community Services Division
 ELECTED OFFICE: Commissioner Walters

ATTACHMENTS: YES NO

3. MEETING DATE

May 15, 2014

4. AGENDA (To be completed by County Manager)

- PROCLAMATION
- PRESENTATION
- CONSENT
- REGULAR
- APPEAL

5. RECOMMENDATIONS

Recommend Board of County Commission approval.

6. FISCAL IMPACT

The \$50,000 will be paid from the Indigent Fund with an additional \$50,000 paid out of the 2014-15 County budget.

7. RECOMMENDED APPROVAL (Initials & Date)

Department Director/Elected Official PFC 5/8/14	Human Resources _____	Purchasing _____	Attorney As to Form PFT 5/8/14	Finance Budget CCH 5/8/14	County Manager PPR 5/8/14	Other _____

8. COMMISSION ACTION

- Approved
 Denied
 Deferred
 Other

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

SANDOVAL COUNTY AND THE N.M. FOUNDATION FOR DENTAL HEALTH, RESEARCH AND EDUCATION

THIS AGREEMENT is made by and between Sandoval County, a political subdivision of the State of New Mexico (hereinafter referred to as “the County”) and the New Mexico Foundation for Dental Health, Research, and Education, A Public Charity (hereinafter referred to as “the Contractor”).

WHEREAS, the County desires to provide dental care and education to individuals in need residing in Sandoval County; and

WHEREAS, the Contractor develops and maintains a “Mission of Mercy” program wherein volunteers provide such assistance to individuals in need; and

WHEREAS, the Contractor has agreed to host a New Mexico Mission of Mercy event in Sandoval County on October 24 through 25, 2014, with event set-up on October 23, 2014 and tear down on October 26, 2014; and

WHEREAS, the County and the Contractor therefore desire to enter into an Agreement whereby dental care and education will be provided to residents of Sandoval County, and desire to set forth herein their understanding and covenants concerning the services to be provided.

NOW THEREFORE, it is mutually agreed and understood by and between the parties hereto, as follows:

1. **Services.** The Contractor shall provide planning and implementation of the New Mexico Mission of Mercy event, a two-day clinic to be held in Sandoval County October 23, 2014 through October 26, 2014 at which volunteers provide free dental care and oral health education for all who choose such services.

The Contractor shall provide to the County demographic information which will include the participant’s, zip code, family size and annual income, at patient discretion, within 30 days of the event.

2. **Compensation.** The Contractor shall be compensated for the services rendered in the amount of Fifty Thousand Dollars (\$50,000).
3. **Discrimination.** The Contractor agrees to expend said funds to provide the services described herein and for no other purpose. The Contractor further agrees that it shall not unlawfully discriminate in the provision of services hereunder and shall comply with all applicable state and federal laws regarding discrimination.

4. **Independent Contractor/Indemnity.** The Contractor is an independent contractor and shall perform its obligations under this Agreement as it deems necessary and appropriate. The County will not supervise or regulate the contractor in day-to-day performance of this Agreement. It is also understood and agreed that neither the Contractor nor any of its employees, agents, officers or officials shall act, or represent to be acting, as an employee, agent or servant of the County, and the Contractor further agrees to defend and hold the County harmless from and against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees sustained by any person or persons and resulting from the contractor's actions, omissions, or the actions or omissions of its employees, volunteers, agents or servants under this Agreement. Contractor is not required to provide indemnification for the malpractice, or alleged malpractice, of its volunteers.
5. **Termination.** Either party may terminate this Agreement on 30 days written notice to the other party. If the Agreement is terminated, and the New Mexico Mission of Mercy event is not held in Sandoval County, the Contractor agrees to return to the County all funding already received.
6. **Books and Records.** The Contractor agrees to keep books and records of all expenditures made pursuant to this Agreement, and to keep such books and records available for inspection and audit by the County from time to time.
7. **Insurance.**
 - A. The Contractor shall maintain in effect during the term of this Agreement a non-medical comprehensive general liability insurance policy with coverage sufficient to protect the County to the limits of its potential liability under the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1, *et seq.* (1976). In addition, the Contractor shall maintain errors and omissions coverage appropriate to the planning and implementation of the New Mexico Mission of Mercy event performed during the term of this Contract, and thereafter to the applicable statute of limitations. Dental and medical professional liability coverage for volunteers is not required to be provided by Contractor.
 - B. Contractor shall require each dental professional participating in the event to verify, in writing, that each has adequate Professional Liability Insurance (Malpractice Insurance) and maintains appropriate licensure. Execution of a document substantially similar to Exhibit A shall be adequate.
 - C. **Amendment.** This Agreement shall not be amended, altered, changed or modified except with the prior written approval of both parties hereto.
 - D. **Governing Law.** This Agreement shall be governed by the laws of the State of New Mexico.

WHEREOF, the parties hereto have executed this Agreement this ___ day of ____, 2014.

NEW MEXICO DENTAL FOUNDATION

**BOARD OF COUNTY COMMISSIONERS
OF SANDOVAL COUNTY**

By: _____
Linda Paul, Executive Director

By: _____
Darryl F. Madalena, Chair

Orlando J. Lucero, Vice Chair

Nora Scherzinger, Member

Don Chapman, Member

Glenn Walters, Member

ATTEST:

Eileen Garbagni, County Clerk

APPROVED AS TO FORM:

Patrick Trujillo, County Attorney