AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
MOU; CU School of Dental Medicine

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County & CU School of Dental Medicine

Term Begins: 6/24/13 **Term Ends:** 7/12/2013 **Grant Contract #:**

Summary:
MOU to bring mobile dental van to Gunnison County. They were here in 2011 and provided free dental care and have offered to return again.

Fiscal Impact: none

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

Finance Review: (●) Required ( ) Not Required

Comments:

No fees or charges to Gunnison County from CU School of Dental Medicine

Reviewed by: Lnienhueser Discharge Date: 6/13/2013

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

Comments:

Reviewed by: ATrezise Discharge Date: 6/13/2013 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: MBirnie Discharge Date: 6/13/2013

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

Agenda Date: 6/18/2013 Follow Up Agenda Date: n/a

Revised April 2013

School of Dental Medicine

UNIVERSITY OF COLORADO ANSCHUTZ MEDICAL CAMPUS

Memorandum of Understanding

This agreement between the Regents of the University of Colorado, a body corporate, for and on behalf of the University of Colorado, School of Dental Medicine (SoDM) and Gunnison County, Colorado (GCC) is intended to govern the relationship between these entities that is intended to make possible dental treatment of children in Gunnison, Colorado during the period June 24-28 and July 8-12, 2013.

The CU SmileMakers mobile dental clinic (SMC) is operated by the SoDM in order to provide dental care to children in need who would not otherwise have access to basic oral health services. SoDM is one of the professional schools of the University of Colorado Anschutz Medical Campus and the SMC is operated as a part of the SoDM clinical education program. SoDM is entering this relationship in order to provide clinical education experiences to its students and to enhance the health of Coloradoans. GCC is entering this relationship to further its goal of promoting healthy communities.

Responsibilities of the SoDM: The SoDM is a credentialed health care provider subject to the State of Colorado limitations regarding governmental immunity and liability. The SoDM warrants and represents that is self-insures for professional liability for itself and for its public employees and students who provide health care services pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.* Pediatric dental treatment in the SMC will be provided by dental students practicing under the direct supervision of a Colorado licensed dentist who holds a faculty appointment at the SoDM. During the period of time the SMC is based in Gunnison, needed after-hours urgent care management for children treated on the SMC will be provided by SMC personnel. Through the SoDM, the SMC will provide all of the equipment, instruments, and supplies needed for its operations. The SoDM will maintain patient records for children treated on the SMC and on request will make copies of those records available to dentists providing follow-up care.

Responsibilities of GCC: A suitable parking/staging area for the SMC will be provided by GCC. This will include a 220-volt electrical connection for the mobile clinic, which will provide electricity for SMC operations at no cost to the SoDM. If the needed electrical connection is not available, GCC will ensure delivery of diesel fuel for the vehicle's onboard generator without need for moving the vehicle and at no cost to the SoDM. GCC will also ensure access at the parking/staging area to potable drinking water for use in replenishing storage tanks on the vehicle. GCC also agrees to ensure availability at no cost of an indoor staging area and appropriate staffing for reception and discharge of patients and families, as well as access to telephones, indoor rest rooms, office supplies and office equipment for SoDM staff and students. In addition to clinic/personnel support, all activities related to identifying and scheduling dental patients will be the responsibility of GCC. After the SMC leaves Gunnison, GCC agrees to coordinate and arrange for follow-up or urgent care that may be needed by children treated on the SMC, relying on consultation with the SoDM, but at no cost to the SoDM.

Financial responsibilities: The SoDM and GCC agree to provide these services to one another without charge or fees. Patients will not be personally charged or billed for services provided. However, the SoDM reserves the sole right to bill third parties for treatment when possible, without sharing any of the resulting revenue with GCC. GCC agrees to assist and support SoDM personnel in efforts to identify and bill third parties for treatment provided while the SMC is based in Gunnison.

Liability: Each party agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees during the performance of this Agreement. It is specifically understood that nothing contained in this paragraph or elsewhere in this MOU will be construed as an express or implied waiver by the SoDM of its governmental immunity or of the governmental immunity of the State of Colorado; an express or implied acceptance by University of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through 24-10-120; a pledge of the full faith and credit of a debtor contract; or, as the assumption by University of a debt, contract, or liability of Contractor in violation of Article XI, Section 1 of the Constitution of Colorado. GCC agrees to hold SoDM harmless from and against any suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatever kind or nature whether arising during or after the completion of the services provided hereunder and in any manner directly caused by reason of the fault or negligence of GCC in connection with performance of this Agreement.

For the
University of Colorado School of Dental Medicine:

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Denise Kassebaum, DDS MS *Date*
Dean

For
Gunnison County:

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Matthew Birnie *Date*
County Manager