



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Purchasing Services

Michael J. Woodall, CPPO, Purchasing Agent

813/794-2221 Fax: 813/794-2111

727/774-2221 TDD: 813/794-2484

352/524-2221 email: mwoodall@pasco.k12.fl.us

December 17, 2013

MEMORANDUM

TO: Honorable School Board Members

FROM: Michael J. Woodall, CPPO, Purchasing Agent *MJW/AZ*

RE: Memo of Understanding-Dental Program for Title I Students
The Florida Department of Health

The attached memo of understanding between The Florida Department of Health and the District's Student Services Department is being forwarded to the Board for approval. The Florida Department of Health will provide dental services to students enrolled in Title I at elementary and middle schools on a rotating basis. The Florida Department of Health will be responsible for providing dental staff and supplies necessary to implement this program. Parental consent would be obtained prior to the provision of free dental care to students in need of services which will be coordinated by school nurses.

At this time, we respectfully request your approval to enter into the one-year contract with the above-referenced facility. This agreement will commence on upon approval and continue through July 31, 2014. This agreement has been reviewed and approved by Nancy Alfonso, School Board Attorney on November 19, 2013. There will be no charge to the District for these services.

If you should have any questions regarding this matter, please contact me at your earliest convenience.

MJW/dam
Attachments

Date/Time: December 11, 2013 09:43:00



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Office for Student Support Programs and Services
April Stephenson, Bookkeeper
813/ 794-2764 727/ 774-2764
352/ 524-2764 Fax: 813/ 794-2117
e-mail: astephen@pasco.k12.fl.us

MEMORANDUM
ESE-13/14-AS-035

DATE: December 17, 2013

TO: Michael J. Woodall, CPPO, Purchasing Agent

FROM: April Stephenson, Bookkeeper of Student Support Programs and Services
Lisa Kern, Supervisor of Student Support Programs and Services *AK*
Melissa Musselwhite, Director of Student Support Programs and Services *mm*
Amelia Van Name Larson, Assistant Superintendent for Student Achievement *AL*

RE: **Memorandum of Understanding Between The Florida Department of Health
And The District School Board of Pasco County (2013-2014) (Year 1 of 4)
Contract # 2014000926**

The Office for Student Support Programs and Services is requesting School Board approval of the attached **Memorandum of Understanding Between The Florida Department of Health And The District School Board of Pasco County**. DOH-Pasco at their sole expense shall provide a dental program on site at Rodney B. Cox Elementary School and other Title I elementary and middle schools on a rotating basis as funding allows.

Year one will commence on December 17, 2013, and continue through July 31, 2014.

Please contact Lisa Kern at extension 42360 if you have any questions. Thank you for your assistance with this request.

MM/as

**Memorandum of Understanding
Between
The Florida Department of Health
10841 Little Road
New Port Richey, FL 34654
And
The District School Board of Pasco County
7227 Land O'Lakes Boulevard,
Land O'Lakes, FL 34638**

Preface

This is a legal and binding agreement, with which no funds are associated. The terms and conditions of this Memorandum of Understanding (MOU) are effective upon execution on ____ day of _____, 2013, or the date on which the agreement is signed by both parties, whichever is later, and shall end on July 31, 2014, unless renewed in accordance with Section F, Paragraph 8.

A. Services to be provided

1. Definition of

Terms a.

Agreement

Terms

The Florida Department of Health (DOH-Pasco): an executive branch state agency responsible for public health services in Florida. DOH-Pasco provides public health services in Pasco County.

The District School Board of Pasco County: (School)

2. General Description

**a. General
Statement.**

DOH-Pasco in collaboration with the **School** shall, at the sole expense of DOH-Pasco, provide a dental program on site at Rodney B. Cox Elementary School and other Title I elementary and middle schools on a rotating basis as funding allows.

**b. Scope of
Service.**

Providing sufficient funding is available, and in the sole discretion of DOH-Pasco as to funding availability, DOH-Pasco shall maintain dental staff, consisting of a dentist and/or dental assistant and/or clerical staff, at Cox between the hours of 7:00 AM to 5:30 PM Monday through Thursday. DOH-Pasco's dentist and/or dental hygienist

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and/or dental assistant may visit designated Pasco County Title I elementary and middle schools by prior arrangement between the parties, between the hours of 9 AM-3 PM during the school year and 9:00 AM- 3PM during summer school to provide dental screenings, exams, sealants, fluoride treatment, dental charting, and cleanings to students enrolled at the scheduled Title I elementary schools. Comprehensive dental services including, but not necessarily limited to, fillings, simple extractions, cleanings and radiography will be provided only at DOH-Pasco's Dental Clinic located at 10841 Little Road, New Port Richey, Florida, or at the dental program located at Rodney B. Cox Elementary School.

B. Manner of Service Provision

1. Service Tasks

- a. Providing sufficient funding is available, Dental staff from DOH-Pasco will provide dental services to students from Title I elementary and middle schools in Pasco County for whom the requisite Parent Permission, attached as Attachment I, together with Initiation of Services and Hold Harmless, Indemnification, and Release Agreement, Attachment II, and Dental Health History form, Attachment III, proof of insurance and/or Medicaid coverage have been received.
- b. School shall be responsible for sending home with each child the paperwork provided by DOH-Pasco for completion by each child's parent and/or guardian to authorize treatment, and for collecting such paperwork, along with proof of insurance coverage, if any, from the children and providing it to DOH-Pasco not less than 1 week prior to the scheduled treatment date. Consent and proof of insurance coverage shall be on hand and shall be reviewed by DOH-Pasco before any dental services are provided to a child. DOH-Pasco may elect, in its sole discretion, to forgo providing service to any child when DOH has any question or concern regarding the adequacy of the consents provided, the documentation of insurance coverage, or regarding any issue of medical or dental care.

2. Service Location

a. Service Delivery Location

Attachment II, **Service Locations**, attached hereto and incorporated by reference herein.

3. Tasks

a. Records and Documentation. When this agreement ends, it is the responsibility of the School to return all client records generated under this Agreement to the DOH-Pasco within two (2) weeks of the Agreement ending date.

b. Monitoring and Evaluation Methodology. By execution of this Agreement the School hereby acknowledges and agrees that its performance under the agreement must meet the standards set forth above and will be bound by the conditions set forth below. If the School fails to meet these standards, DOH-Pasco, at its exclusive option, may allow up to three months for the School to achieve compliance with the standards. If DOH-Pasco affords the School an opportunity to achieve compliance, and the provider fails to achieve compliance within the specified time frame, DOH-Pasco will terminate the agreement in the absence of any extenuating or mitigating circumstances. The determination of the extenuating or mitigating circumstances is the exclusive determination of DOH-PASCO.

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It is the responsibility of the DOH-Pasco to advise sub-recipients of requirements imposed on them by Federal laws, regulations and the provisions of contracts, memorandum of agreement (MOA) or memorandums of understanding (MOU) connected to a Federal or State Grant. The attachment "Financial and Compliance Audit" must be part of every contract, MOA or MOU or connected to a Federal or State Grant.

C. School Responsibilities

1. School Unique Activities:

- Provide name and Social Security number of each child to DOH-Pasco.
- Provide a list of student's name and what services are needed for that particular day to DOH-Pasco.
- Notify parents of available dental services and schedule of dental visits through literature provided by DOH-Pasco, and through information provided in School Connect, newsletter and website.

D. DOH-PASCO Responsibilities

1. DOH-PASCO agrees to provide the following:

- Dentist and/or dental hygienist, and/or dental assistant, as appropriate, to perform the dental procedures such as dental screenings, exams, sealants, fluoride treatments, dental charting to students enrolled at Title I elementary and middle schools. Comprehensive dental services including, but not necessarily limited to, fillings, simple extractions, cleanings and radiography, will be provided only at DOH-Pasco's Dental Clinic located at 10841 Little Road, New Port Richey, Florida, or at the dental program located at Rodney B. Cox Elementary School.
- A laptop at school site with VPN and air card for billing purposes, if appropriate.
- Will provide an appropriate inventory of instruments and supplies to accomplish the above procedures.
- Be solely responsible for confirming Medicaid and other insurance coverage and billing appropriate party for services.
- Shall be responsible for maintaining the dental equipment located in the dental clinic located at Cox which shall be reserved for DOH-Pasco's exclusive use.

E. Termination

1. Termination at Will: This contract may be terminated by either party upon no less than thirty (30) calendar days' notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

2. Termination for Breach: This contract may be terminated for the provider's non-performance upon no less than twenty-four (24) hours' notice in writing to the provider. If applicable, the department may employ the default provisions in Chapter 60A-1.006 (3), FAC. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit the department's right to remedies at law or in equity.

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3. Termination for Failure to Satisfactorily Perform Prior Agreement: Failure to have performed any contractual obligations with the department in a manner satisfactory to the department will be a sufficient cause for termination. To be terminated as a provider under this provision, the provider must have: (1) previously failed to satisfactorily perform in a contract with the department, been notified by the department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the department; or (2) had a contract terminated by the department for cause.

F. Special Provisions

1. No Lobbying: State funds cannot be used to lobby the Executive or Legislative branches of the Federal Government in connection with DOH-Pasco.

2. Discriminatory Vendor List: School acknowledges it is informed of the provisions of 287.134 (2) (a), F.S., and represents to the Department that those provisions do not prohibit the Department from contracting with the School or any subcontractors hereunder.

3. Background Check: The School must comply with the policy of the Department of Health, which requires employees and certain other persons in positions of special trust, responsibility or sensitive location to be background screened in accordance with Sections 110.1127 and 435.4, Florida Statutes. Initial screening includes fingerprint checks through the Florida Department of Law Enforcement (FDLE) and the Federal Bureau of Investigation (FBI). Re-screening requires only correspondence checks through FDLE every five (5) years. In addition, all cooperative agreements and contracts must be in compliance with the department's Information Security Policies, Protocols, and Procedures.

4. Security: The School shall maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this agreement and shall comply with state and federal laws, including, but not limited to, sections 384.29, 381.004, 392.65 and 456.057, Florida Statutes. Procedures must be implemented by the provider to ensure the protection and confidentiality of all confidential matters. These procedures shall be consistent with the Department of Health Information Security Policies 2008, as amended, which is incorporated herein by reference and the receipt of which is acknowledged by the School, upon execution of this agreement. The School will adhere to any amendments to the department's security requirements provided to it during the period of this agreement. The School must also comply with any applicable professional standards of practice with respect to client confidentiality. There must be an individual designated with specified responsibility for managing the security and confidentiality of these data. It is the responsibility of the School's designee to develop policies, which ensure the confidential flow of client information between authorized staff and School. Discipline will be applied for breach of security of confidential information consistent with Florida Statutes, Florida Administrative Code, and Department of Health protocols, policies and procedures. The contract manager performs information security assessments of agreement providers during scheduled compliance visits.

5. HIPAA: Where applicable, the School will comply with the Health Insurance Portability and Accountability Act as well as all regulations promulgated thereunder (45CFR Parts 160, 162, and 164). The parties recognize that the School is a governmental entity, subject to Florida law regarding public access to records under Florida Statute, Chapter 119. As such, the Parties agree that only such information as is exempt and confidential under the provisions of law shall be considered confidential under the Term of this agreement. To the extent the DOH-Pasco provides the School any information which it believes is confidential or exempt, DOH-Pasco shall notify the School of the specific information that it believes is confidential, as well as the basis for the exemption. To the extent that DOH-Pasco maintains information which is subject to public record request, it shall provide the public access to such records in accordance with, and subject to applicable statutory terms.

6. Change in Signing Authority: If the signing authority changes for this agreement, the DOH-Pasco must be notified immediately so that a new agreement can be executed.

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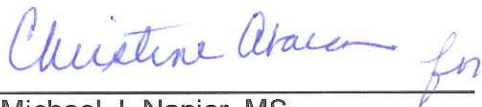
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7. In accordance with Executive Order No. 11-02, all Executive agencies shall require their contractors to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all new persons employed during the contract term by the contractor to perform employment duties within Florida; and (b) all new persons (including subcontractors) assigned by the contractor to perform work pursuant to the contract with the state agency.

Information about the registration is available, and registration may be completed, at http://www.dhs.gov/files/programs/gc_1185221678150.shtm#1
For more information about E-Verify you may contact the E-Verify Customer Support, Monday through Friday, from 8 a.m. to 5 p.m. at 888-464-4218 or via email at E-Verify@dhs.gov.

8. The agreement may be renewed on a yearly basis for no more than three (3) years beyond the initial agreement term. Such renewals shall be made by mutual agreement and shall be contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the Department and shall be subject to the availability of funds. Each renewal shall be confirmed in writing and shall be subject to the same terms and conditions set forth in the initial agreement.

**FLORIDA DEPARTMENT OF
HEALTH**



Michael J. Napier, MS
Administrator, County Health Officer

Date: 11-21-13

Date: _____

**DISTRICT SCHOOL BOARD OF PASCO
COUNTY**

Kurt S. Browning
Superintendent

Date: _____

Cynthia Armstrong
Board Chair

 12/4/13

Signature _____ Date _____
Michael J. Woodall, CPPO, Purchasing Agent
District School Board of Pasco County

Attachment I

To: Parents/Guardians of second and sixth graders attending Title I Schools

Dear Parent,

Your child's school will be visited by staff of the Florida Department of Health in Pasco County in a joint effort with Pasco County Public Schools to provide exams, dental sealants and fluoride varnish for students. These services will be available to second and sixth grade students at NO cost to parents/guardians. If your child has dental coverage under Medicaid or other insurance, such insurance may be billed for the services provided, but we will not seek to collect any additional funds from you.

A signed permission slip bearing the signature of at least one parent or guardian is required in order for the child to participate. Please complete, sign and return these forms to your child's teacher immediately. Parents/Guardians do not have to be present when the services are provided. If we identify a need for further dental treatment a letter will be sent home with your child.

Every child with a signed permission slip will receive a free toothbrush, toothpaste and prize.

Please feel free to contact our dental office if you have any questions.

Florida Department of Health in Pasco County, 10841 Little Road, New Port Richey, FL 34654 Phone: (727) 861-5260 ext. 284

Parent/Guardian Permission for Dental Services

Yes, I give permission for my child to receive dental services offered by the Florida Department of Health in Pasco County at my child's school. I understand that these dental services are being provided by the Florida Department of Health in Pasco County and **not** by the Pasco County Public Schools.

School: _____ Teacher: _____ Grade: _____

Name of Child: _____ Age: _____
First Middle Initial Last

Date of Birth: _____ Sex: _____
Month Day Year

Circle One: Asian Black Hispanic White Other _____

Medicaid # (if any): _____

Child's Social Security Number: _____

Parent/Guardian Name: _____

Parent/Guardian Address: _____
Street City State Zip

Parent/Guardian Phone #'s _____
Home Work Cell

Signature of Parent/Guardian: _____ Date: _____

All pages must be completed in order for your child to be examined. Complete Reverse Side →

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Attachment II

Initiation of Services

Part I CLIENT-PROVIDER RELATIONSHIP CONSENT

Client Name: _____

Name of Agency: Florida Department of Health (DOH-Pasco)

Agency Address: 10841 Little Road New Port Richey FL 32654

I consent to entering into a client-provider relationship. I authorize Department of Health-Pasco staff and their representatives to render routine health care. I understand routine health care is confidential and voluntary and may involve medical and dental office visits including obtaining medical history, examination, administration of medication, laboratory tests and/or minor procedures. I may discontinue the relationship at any time.

PART II DISCLOSURE OF INFORMATION CONSENT (treatment, payment or healthcare operations purposes only) I consent to the use and disclosure of my medical information, including medical, dental, HIV/AIDS, STD, TB, substance abuse prevention, psychiatric/psychological, and case management, for treatment, payment and health care operations.

PART III MEDICARE PATIENT CERTIFICATION, AUTHORIZATION TO RELEASE, AND PAYMENT REQUEST (Only applies to Medicare Clients) As client/Representative signed below, I certify that the information given by me in apply for payment under Title XVIII of the Social Security Act is correct. I authorize the above agency to release my medical information to the Social Security Administration or its intermediaries/carriers for this or a related Medicare claim. I request that the payment of authorized benefits be made on my behalf. I assign the benefits payable for physician's services to the above named agency and authorize it to submit a claim to Medicare for payment.

PART V ASSIGNMENT OF BENEFITS (Only applies to Third Party Payers) As Client/Representative signed below, I assign to the above named agency all benefits provided under any health care plan or medical expense policy. The amount of such benefits shall not exceed the medical charges set forth by the approved fee schedule. All payments under this paragraph are to be made to above agency. I am personally responsible for charges not covered by this agreement.

PART V MY SIGNATURE BELOW VERIFIES THE ABOVE INFORMATION AND RECEIPT OF THE NOTICE OF PRIVACY RIGHTS

Client/Representative Signature

Self or Representative's Relationship to Client

Date

Witness (optional)

Date

PART VI WITHDRAWAL OF CONSENT

I, _____ WITHDRAW THIS CONSENT, EFFECTIVE _____

Client/Representative Signature

Date

Witness (optional)

Date



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

HOLD HARMLESS, INDEMNIFICATION, AND RELEASE AGREEMENT

This agreement is a waiver, release, indemnification agreement, and hold harmless, which acts to release the District School Board of Pasco County, its individual members, schools, personnel, employees, agents and assigns (hereinafter collectively referred to as School Board) from any and all judgments, attorney fees, costs, payments, medical bills, damages, claims, suits or other expenses which may result from the use of School Board property by Department of Health located in Pasco County, (hereinafter DOH-Pasco) for the purposes of providing dental health services. Parent/guardian agrees to release and hold the School Board harmless for any injuries, damages, suits or claims, arising out of this matter, regardless of whether such injuries or damages arise out of the accidental, negligent or reckless acts of DOH-Pasco or School Board, its employees, subcontractors, agents and assigns. Parent/guardian understands that, for the purposes of this agreement, participation in the event, and the protections afforded to the School Board by this agreement, not only extends to and includes the service provided but also encompasses any other acts while on School Board property that are directly or indirectly related to the event.

Parent/Guardian

Date

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Attachment III



Dental Health History

Name _____

ID No. _____

Birth Date _____

In the following questions, circle **Yes** or **No**, whichever applies. Your answers will be considered confidential.

1. Do you (**PATIENT**) have or have you (**PATIENT**) had any of the following:

Rheumatic Fever or Heart Murmur	Yes	No	Neurological Problems	Yes	No
Heart Trouble or Shortness of Breath	Yes	No	Tuberculosis (TB) or Persistent Cough	Yes	No
High or Low Blood Pressure	Yes	No	Diabetes or Excessive Thirst	Yes	No
Fainting or Dizzy Spells	Yes	No	Epilepsy or Seizures	Yes	No
Stroke	Yes	No	Kidney Problems or Excessive Urination	Yes	No
Anemia or Blood Problems	Yes	No	Liver Problems or Hepatitis	Yes	No
Sickle Cell Anemia	Yes	No	Venereal Disease	Yes	No
Excessive Bleeding or Bruise Easily	Yes	No	AIDS/ARC/HIV Positive	Yes	No
Blood Transfusions	Yes	No	Cancer	Yes	No
Allergies or Skin Rash	Yes	No	Pregnancy	Yes	No
Asthma	Yes	No	Trimester 1 2 3		
Thyroid Problems	Yes	No	Painful or Swollen Joints	Yes	No
Emotional Problems	Yes	No	Other _____	Yes	No

2. Are you (**PATIENT**) currently under the care of a physician (doctor)? Yes No
If yes, list name of doctor. _____

3. Have you (**PATIENT**) been hospitalized in the last 2 years? Yes No
If yes, why? _____

4. Are you (**PATIENT**) currently taking any medications, pills or drugs? Yes No
If yes, list. _____

5. Are you (**PATIENT**) allergic to or have you ever experienced any ill effect from a local anesthetic (novocain), penicillin, or any drugs/pills? i.e., rash, itching or fainting. Yes No
If yes, describe. _____

6. Have you (**PATIENT**) ever experienced any unfavorable reaction from previous dental treatment? Yes No
If yes, describe. _____

7. Are you (**PATIENT**) currently having any dental pain or problem? Yes No
If yes, describe. _____

I certify that I have read and understand the above questions and have answered the questions to the best of my knowledge. I have asked for an explanation of any terms (words) that I did not know (if any), and my questions have been answered to my satisfaction. I will not hold my dentist, or any of his/her staff, responsible for any errors or omissions that I may have made in the completion of this form.

I also understand that before treatment is provided, I have the right to have the benefits, alternatives, and significant risk factors associated with this treatment explained to my satisfaction.

Signature of Patient _____ Date _____

(If patient is a child, parent or legal guardian must sign) Relationship _____

Comments by Dentist: _____

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Signature of Dentist _____ Date _____

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Dental Health History Review/Update:

1. Comments:

Patient: _____

Dentist: _____

Date _____ Patient's Signature _____ Dentist's Signature _____

2. Comments:

Patient: _____

Dentist: _____

Date _____ Patient's Signature _____ Dentist's Signature _____

3. Comments:

Patient: _____

Dentist: _____

Date _____ Patient's Signature _____ Dentist's Signature _____

4. Comments:

Patient: _____

Dentist: _____

Date _____ Patient's Signature _____ Dentist's Signature _____

5. Comments:

Patient: _____

Dentist: _____

Date _____ Patient's Signature _____ Dentist's Signature _____

6. Comments:

Patient: _____

Dentist: _____

Date _____ Patient's Signature _____ Dentist's Signature _____

7. Comments:

Patient: _____

Dentist: _____

Date _____ Patient's Signature _____ Dentist's Signature _____

8. Comments:

Patient: _____

Dentist: _____

Date _____ Patient's Signature _____ Dentist's Signature _____

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Attachment IV

Elementary Schools

Anclote Elementary
Calusa Elementary
Chasco Elementary
Chester W. Taylor Elementary
Cotee River Elementary
Fox Hollow Elementary
Gulf Highlands Elementary
Gulf Trace Elementary
Gulfside Elementary
Hudson Elementary
James M. Marlowe Elementary
Lacoochee Elementary
Mittye P. Locke Elementary
Mary Giella Elementary
Moon Lake Elementary
Northwest Elementary
Pasco Elementary
R.B. Cox Elementary
Richey Elementary
Schrader Elementary
Shady Hills Elementary
Sunray Elementary
West Zephyrhills Elementary

Middle Schools

Bayonet Point Middle School
Chasco Middle School
Crews Lake Middle School
Gulf Middle School
Hudson Middle School
Paul R. Smith Middle School
Pasco Middle School
Raymond B Stewart Middle School
Woodand Elementary

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