



District School Board of Pasco County

20430 Gator Lane • Land O' Lakes, Florida 34638 • 813/794-2221

Heather Fiorentino, Superintendent


www.pasco.k12.fl.us

Department of Purchasing
Kendra Goodman, CPPO, CPPB, Purchasing Agent
813/794-2221 Fax: 813/794-2111
727/774-2221 TDD: 813/794-2484
352/524-2221 e-mail: kgoodman@pasco.k12.fl.us

February 15, 2011

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent. 

RE: Memo of Understanding-Dental Program for Title I Students
Pasco County Health Department

The attached memo of understanding between the Pasco County Health Department and the District's Student Services Department is being forwarded to the Board for approval. The Pasco County Health Department will provide dental services to students enrolled in Title I at elementary schools on a rotating basis. The Pasco County Health Department 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 February 22, 2011 and continue through February 21, 2012. This agreement has been reviewed and approved by Nancy Alfonso, School Board Attorney. 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.

KDG/sb
Attachments




District School Board of Pasco County

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638 • 813/794-2000

Heather Fiorentino, Superintendent

www.pasco.k12.fl.us

Contact: Lisa Kern, Supervisor Student Services (Health) 
Extension: 42358

DATE: February 15, 2011

TO: Honorable School Board Members

FROM: Heather Fiorentino, Superintendent
Ruth B. Reilly, Assistant Superintendent for Curriculum & Instructional Services

SUBJECT: Memorandum of Understanding between The District School Board of Pasco County and the Pasco County Health Department regarding on site Dental Program at Title I schools

Introduction

The Student Services Department has enhanced their collaborative partnership with the Pasco County Health Department in order to provide dental services to students enrolled at Title I elementary schools on a rotating basis.

Description

Pasco County Health Department 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. School nurses would coordinate this school health outreach effort.

Action Requested

The approval of the Memorandum of Understanding to reflect the continued effort on the part of the Pasco County Health Department to provide additional collaborative health services to the District School Board of Pasco County is requested.

Recommendation

The staff respectfully requests the Board approve this Memorandum of Understanding between The District School Board of Pasco County and the Pasco County Health Department.



**MEMORANDUM OF UNDERSTANDING BETWEEN
THE PASCO COUNTY HEALTH DEPARTMENT
10841 Little Rd, New Port Richey, FL 34654
AND
THE DISTRICT SCHOOL BOARD OF PASCO COUNTY
7227 Land O Lakes Blvd, 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 February 22, 2011, or the date on which the agreement is signed by both parties, whichever is later, and may be renewed annually.

A. Services to be provided

1. Definition of Terms

a. Agreement Terms

Pasco County Health Department (PasCHD): The PasCHD is a state and county funded health department of the Florida Department of Health (DOH) with jurisdiction over Pasco County.

The District School Board of Pasco County: (Provider)

2. General Description

a. General Statement.

PasCHD in collaboration with the **Pasco County Schools** shall provide a dental program on site at Title I elementary schools on a rotating basis.

b. Scope of Service.

Pasco County Health Department's dentist, dental hygienist, and/or dental assistant to visit Pasco County Title I elementary schools one day per week starting February 22, 2011 from 9am-2pm during the school year and 8am-11:30am during summer school to provide dental screenings, exams, sealants, fluoride treatments, fillings, simple extractions, dental charting, radiograph, and cleanings to students enrolled at Title I elementary schools.

B. Manner of Service Provision

1. Service Tasks

a. Dental staff from Pasco County Health Department will provide dental services to students from Title I elementary schools in Pasco County for whom the requisite parental consent forms, attached as Exhibit "A" together with proof of insurance and/or Medicaid coverage have been received.

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AND APPROVED:
Kdy 2/4/11

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2. Service Location

a. Service Delivery Location

Exhibit "B", Service Locations, attached hereto and incorporated by reference herein.

3. Deliverables

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

b. Monitoring and Evaluation Methodology. By execution of this Agreement the provider 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 provider fails to meet these standards, PasCHD, at its exclusive option, may allow up to three months for the provider to achieve compliance with the standards. If PasCHD affords the provider an opportunity to achieve compliance, and the provider fails to achieve compliance within the specified time frame, PasCHD 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 PasCHD.

It is the responsibility of the PasCHD 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. Provider Responsibilities

1. Provider Unique Activities:

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

D. PasCHD Responsibilities

1. PasCHD agrees to provide the following:

- Dentist, dental hygienist, and/or dental assistant, as appropriate, to perform the dental procedures such as dental screenings, exams, sealants, fluoride treatments, fillings, simple extractions, dental charting, radiograph and cleanings to students enrolled at Title I elementary schools.
- A laptop at school site with VPN and aircard for billing purposes, if appropriate.

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AND APPROVED:
Kdy 2/4/11

- 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.

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.

4. 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.

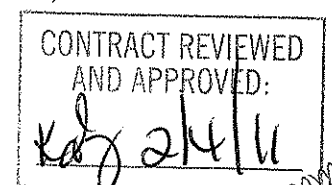
F. Special Provisions

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

2. Discriminatory Vendor List: Provider 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 Provider or any subcontractors hereunder.

3. Background Check: The provider 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 provider 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 provider, upon execution of this agreement. The provider will adhere to any amendments to the department's security requirements provided to it during the period of this agreement. The provider 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 provider designee to develop policies, which ensure the confidential flow of client information between authorized staff and provider. 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 provider will comply with the Health Insurance Portability and Accountability Act as well as all regulations promulgated thereunder (45CFR Parts 160, 162, and 164).

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

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 persons employed during the contract term by the contractor to perform employment duties within Florida; and (b) all 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

PASCO COUNTY HEALTH
DEPARTMENT

By: 
David R. Johnson, M.D., M.S., M.H.A.
Director, County Health Officer

Date: 2-2-2011

DISTRICT SCHOOL BOARD OF PASCO
COUNTY

By: _____
Heather Fiorentino
Superintendent

Date: _____

By: _____
Joanne Hurley
Chairwoman

Date: _____

CONTRACT REVIEWED
AND APPROVED:


Exhibit "A"

Pasco County Health Department
Family Health Services
10841 Little Road
New Port Richey, FL 34654

CONSENT FOR CLINIC SERVICES

I, _____, give my signed consent to the Pasco County Health Department / Primary Care Clinic, to provide me and my family members listed below:

_____	_____
_____	_____
_____	_____
_____	_____

with clinical services, including any procedures or treatments determined necessary, and in my best interests according to medically accepted procedures and treatments.

I understand my consent is necessary before the Pasco County Health Department / Primary Care Clinic can provide any service to me. I further understand that this consent shall remain in effect until retracted by me in writing to the Pasco County Health Department.

Patient and/or Parent / Guardian Date

Witness Date

CONTRACT REVIEWED
AND APPROVED:
KaJalulu

MM

Exhibit "B"

Title I Elementary School List 2010-2011

Anclole Elementary
Calusa Elementary
Chasco Elementary
R.B. Cox Elementary
Fox Hollow Elementary
M. Giella Elementary
Gulf Highlands Elementary
Gulfside Elementary
Hudson Elementary
Lacoochee Elementary
M.P. Lock Elementary
James Marlowe Elementary
Moon Lake Elementary
Northwest Elementary
Pasco Elementary
Richey Elementary
Schrader Elementary
Shady Hills Elementary
Sunray Elementary
Chester W. Taylor Elementary
West Zephyrhills Elementary
Woodland Elementary

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AND APPROVED:
WJ 2/4/11

WJ