

AGREEMENT

THIS AGREEMENT is made and entered into as of this 6th day of June, 2006, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),

a body corporate and political subdivision of the State of Florida,

whose principal place of business is

600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

BROWARD COUNTY HEALTH DEPARTMENT

(hereinafter referred to as "BCHD"),

whose principal place of business is

780 S. W. 24th Street

Fort Lauderdale, Florida 33315-2613.

WHEREAS, it is necessary that certain Head Start children of preschool age, in number up to but not to exceed, two thousand forty (2,040) to include approximately nine hundred eighteen (918) Medicaid children, selected and made available to the BCHD by the SCHOOL BOARD, be examined to ascertain their dental health, and treat those children found to be in need of treatment and care, or when service is not available, provide appropriate referral for treatment; and

WHEREAS, it is necessary that certain Early Head Start children of toddler nursery age, in the number up to but not to exceed eighty (80) to include approximately thirty-five (35) Medicaid children, selected and made available to the BCHD by the SCHOOL BOARD, be examined to ascertain their dental health, and treat those children found to be in need of treatment and care or when service is not available, provide appropriate referral for treatment; and

WHEREAS, it is necessary that certain income eligible four-year-old exceptional students, in number up to but not to exceed one hundred twenty (120) to include approximately seventy (70) Medicaid children, selected and made available to the BCHD by the SCHOOL BOARD, be examined to ascertain their dental health, and treat those children found to be in need of treatment and care, or when service is not available, provide appropriate referral for treatment; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Transportation.** SBBC will provide transportation, responsible escorts, and supervision of said children to, on and from the site of examination, treatment and care, in accordance with a schedule of activities as agreed by designated representatives of the SBBC and the BCHD.

2.02 **Medicaid.** SBBC will identify and certify Medicaid eligible children and report same, with proper documentation, to the BCHD.

2.03 **Parental Consent.** SBBC will obtain parental consent for examination and treatment, document parental consent and provide documentation of consent to the BCHD upon request.

2.04 **Preschool Exceptional Students.** SBBC will identify and certify eligible for free lunch preschool eligible students and report same with proper documentation to the BCHD.

2.05 **Dental Services.** BCHD will provide preventive dental services and examination and treatment in accordance with priority of need and as set forth herein.

2.06 **Health Supplies.** BCHD will provide dental health supplies (i.e. toothbrushes, toothpaste, toothbrush covers) for each eligible student during the program year.

2.07 **Emergency Services.** BCHD will provide emergency and restorative dental services to eligible students as required by BCHD dental personnel, to the extent of available funds.

2.08 **Patient Additions/Withdrawals.** The addition of children needing emergency services is solely at the discretion of BCHD based upon eligibility and the availability of funds under this Agreement. All services and care under this Agreement will be completed no later than September 30, 2007, for Head Start and Early Head Start students; and June 30, 2007 for School Readiness and Preschool Exceptional Students, where feasible and practical. Services will be provided in accordance with professional priorities as determined by the BCHD.

2.09 **Reports, Records and Evaluations.** The BCHD will maintain appropriate dental records for each eligible child that it treats. The dental records are confidential and, except as otherwise provided in s.440.13(4)c and s.455.667, F.S. such records may not be furnished to, and the condition of a patient may not be discussed with, any person other than the patient and or patient's legal representative or other health care practitioners and providers involved in the care and treatment of the patient, except upon written authorization of the patient or patient's legal representative. Statistical data will be made available to the SBBC

authorized representative, as provided by law, provided that such data is abstracted in such a way so as to protect the identity of the patient. The BCHD will assist the SBBC by making financial records and statistical data available for review and audit and for the preparation of financial and administrative reports required to be submitted by the SBBC. The BCHD will cooperate with the SBBC in conducting evaluations of the project's activities by appropriate personnel duly appointed by the recognized professional associations of the community.

Two (2) progress meetings will be held between representatives of the SBBC and BCHD personnel involved in the program. Meetings will be scheduled in February 2007 and May 2007. Following the February meeting, current procedures will be reviewed and needed changes and adjustments for the upcoming year discussed.

2.10 **Head Start Schedule of Payments.** A financial report will be prepared and submitted to the SBBC by the BCHD by the 15th of each month, during the term of this contract. The financial report will be considered *prima facie* evidence of expenses incurred in the conduct of the program, not to exceed the sum of one hundred and fourteen thousand three hundred and thirty dollars (\$114,330). The financial report will suffice for the purpose of audit. Payment of the total not to exceed one hundred and fourteen thousand three hundred and thirty dollars (\$114,330) will be paid by the SBBC to the BCHD for the program year beginning October 1, 2006 and ending September 30, 2007. The BCHD will receive payment in the amount of one hundred three dollars (\$103) per child (non-Medicaid eligible) being provided dental health services by BCHD dental personnel. In no event will aggregate expenditures exceed the total sum of one hundred and fourteen thousand three hundred and thirty dollars (\$114,330) paid in accordance with this Agreement.

2.11 **Early Head Start Schedule of Payments.** A financial report will be prepared and submitted to the SBBC by the BCHD by the 15th of each month, during the term of this contract. The financial report will be considered *prima facie* evidence of expenses incurred in the conduct of the program, not to exceed the sum of four thousand three hundred and twenty-six dollars (\$4,326). The financial report will suffice for the purpose of audit. Payment of the total not to exceed four thousand three hundred and twenty-six dollars (\$4,326) will be paid by the SBBC to the BCHD for the program year beginning October 1, 2006, and ending September 30, 2007. The BCHD will receive payment in the amount of one hundred three dollars (\$103) per child (non-Medicaid eligible) being provided dental health services by BCHD dental personnel. In no event will aggregate expenditures exceed the total sum of four thousand three hundred and twenty-six dollars (\$4,326) paid in accordance with this Agreement.

2.12 **Preschool Exceptional Students Schedule of Payments.** A financial report will be prepared and submitted to the SBBC by the BCHD by the 15th of each month, during the term of this contract. The financial report will be considered *prima facie* evidence of expenses incurred in the conduct of the program, not to exceed the sum of five thousand one hundred and fifty dollars (\$5,150). The financial report will suffice for the purpose of audit. Payment of the total not to exceed five thousand one hundred and fifty dollars (\$5,150) will be paid by the SBBC to the BCHD for the program year beginning July 1, 2006, and ending June 30, 2007. The BCHD will receive payment in the amount of one hundred three dollars (\$103) per child (non-Medicaid eligible) being provided dental health services by BCHD dental personnel. In no event will aggregate expenditures exceed the total sum of five thousand one hundred and fifty dollars (\$5,150) paid in accordance with this Agreement.

2.13 **Dental Health Education Supplies.** BCHD will distribute dental health supplies at the beginning of the 2006-2007 school year for eligible students. School program personnel will distribute dental health supplies midyear to be used during the remainder of the school year.

2.14 **Indemnification.** To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

2.15 **Background Screening.** BCHD agrees to comply with all requirements of Sections 1012.32, 1012.465 and 381.0059, Florida Statutes, and that all of BCHD's personnel who (1) are to be permitted access to district school grounds when students are present, (2) will have direct contact with district school students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by the BCHD in advance of its personnel providing any services under the conditions described in the previous sentence. BCHD will bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to BCHD's personnel. The Parties agree that the failure of BCHD to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement.

2.16 Where applicable, the SBBC and the BCHD will comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated thereunder (45CFR parts 160, 162, and 164). The SBBC will be responsible for the distribution of all required DOH, HIPAA Forms and will obtain the appropriate signatures thereon when needed.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

3.02 **No Third Party Beneficiaries** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.04 **Termination.** This Agreement may be canceled by the parties during the term hereof upon thirty (30) days written notice to the other of its desire to terminate this Agreement.

3.05 **Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

3.06 **Entire Agreement** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.07 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.08 **Preparation of Agreement** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.09 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.10 **Compliance with Laws** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.11 **Governing Law** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.12 **Binding Effect** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.13 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitations, the partial assignment of any right to receive payments from SBBC.

3.14 **Force Majeure** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.15 **Place of Performance** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.16 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.17 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Nancy Lieberman, Director
School Readiness Department
600 Southeast Third Avenue, 6th Floor
Fort Lauderdale, Florida 33301

To David L. Roach, Administrator
Broward County Health Department
780 S. W. 24th Street
Fort Lauderdale, Florida 33315-2613

With a Copy to: Dr. Perminder Wadhwa, Dental Director
Broward County Health Department
780 S. W. 24th Street
Fort Lauderdale, Florida 33315-2613

3.18 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

3.20 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgements under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

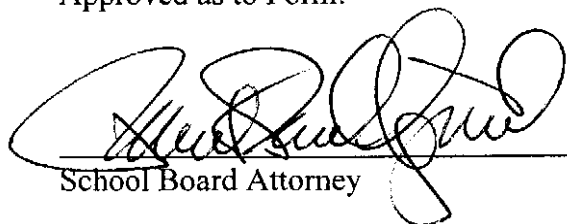
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Benjamin J. Williams, Chair

Franklin L. Till, Jr.
Superintendent of Schools

Approved as to Form:



School Board Attorney

FOR BCHD

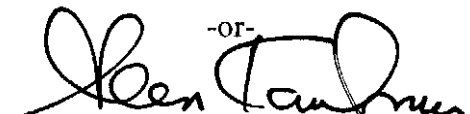
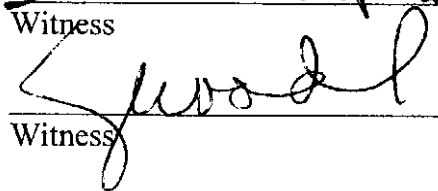
(Corporate Seal)

BROWARD COUNTY HEALTH
DEPARTMENT

ATTEST:

By 
David L. Roach, Administrator

_____, Secretary


-OR-
Witness

Witness

**The Following Notarization is Required for Every Agreement Without Regard to
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

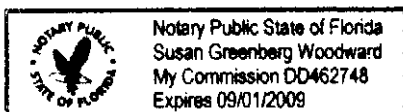
STATE OF Florida

COUNTY OF Broward

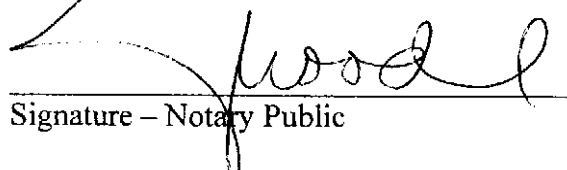
The foregoing instrument was acknowledged before me this 15th day of
May, 2006 by David L. Roach of
BCHD Name of Person
_____, on behalf of the agency.
Name of Agency

He/She is personally known to me or produced _____ as
identification and did/did not first take an oath. _____
Type of Identification

My Commission Expires:



(SEAL)


Signature – Notary Public

Printed Name of Notary

Notary's Commission No.