

Board Meeting Agenda Item Executive Summary

Supt.'s Office Use Only

Board Meeting 9-2-08

Agenda Consent

Item No. F. 16.

Board Meeting Date:	9/2/08
Submitted By:	Ann Crowell
Item Description:	Contract with University of Florida Department of Pediatrics

Purpose and Explanation:

An agreement has been prepared with the University of Florida College of Dentistry (Department of Pediatrics) to provide dental services to approximately 400 Head Start/School Readiness children during the 2008-09 school year. Services will include dental screening and appropriate follow-up treatment. Grant funds are provided specifically for this purpose.

BUDGETARY IMPACT

Funding Source (Description):	Amount:
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Staff Attorney Review & Approval <i>(For Contracts Only)</i>	Date: _____ Initial: _____	ADDITIONAL INFORMATION Yes: _____ No: _____
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School Board of Alachua County
Head Start Dental Contract

This Contract, effective as of the 1st day of September, 2008, by and between the School Board of Alachua County, Florida, for the Alachua County Head Start Program, hereinafter referred to as the "Agency" and the University of Florida Board of Trustees, for the benefit of the Department of Pediatric Dentistry, College of Dentistry, University of Florida, hereinafter referred to as the "Contractor",

Witnesseth That:

The Agency and Contractor do mutually agree as follows:

A. SERVICES RENDERED

The Agency agrees to assign the responsibility of dental care for children enrolled in Agency's Head Start Program ("Program") to the Contractor who accepts responsibility for providing such dental services. The segment of the population to be served by the Contractor consists of approximately 400 children who reside in the general Gainesville area. In order to facilitate the process of providing these services, the following steps will be adhered to:

1. The initial dental examination of each child will be arranged by agreement of Contractor and the Agency staff and shall routinely be provided at Contractor's Pediatric Dental clinic. Contractor's faculty and residents may perform initial dental examinations at a location mutually agreed upon by both parties. Agency will be responsible for transportation to the Pediatric Dental clinic.
2. The Contractor will be provided with a Child Health/Dental Record (Attachment I) prior to the examination. Contractor shall record all needed services on this form or supply Agency with a list of needed services along with the total cost for providing the necessary services. Attached are the Head Start Dental Treatment Guidelines (Attachment II), which designates which services are approved for payment by the Agency.
3. Following the initial examinations, the Child Health/Dental Record will be reviewed by the Health Coordinator who will pre-authorize in writing all requested dental services.
4. Parents will be notified by the Agency staff when it is determined that dental services are necessary for their child. All dental treatment performed on Program children will be within and in accordance with the established fee schedule (Attachment III).

5. Appointments will be made by the Health Coordinator and children will be transported by Agency to the Pediatric Dental clinic.
6. Necessary follow-up visits will be arranged with Agency staff at that time. Additional appointments will be made as needed.
7. Dental patients with extensive treatment needs and/or behavioral problems will be scheduled on an individual basis at the discretion of the Contractor.
8. Payment for approved services will be made by Agency within 60 days following the delivery of services. All compensation issued to the Contractor shall be made payable to "College of Dentistry (Professional Fees)". The Contractor will provide written invoices of patient services to include:
 - a. Patient name
 - b. Patient record number
 - c. Date of birth
 - d. Services rendered
 - e. Date of services
 - f. Total cost of service

B. CONTRACT TERMS

The Contractor shall commence performance of this Contract on the 1st day of September, 2008, and shall complete services to the satisfaction of the Agency no later than the 30th day of June, 2009.

C. TERMINATION

This Contract may be terminated by either party with or without cause upon fifteen (15) days written notice of termination to the other party.

D. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable laws, ordinances, and codes of the Federal, State, and Local governments in the performance of this Contract.

E. CONTRACT CHANGES

The Agency and/or Contractor may, from time to time, request changes in the scope of the services to be performed hereunder. Such changes, including any increases or decreases in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Agency and the Contractor, must be incorporated in written amendments to the Contract.

F. CONTRACTOR EMPLOYEES

All personnel of the Contractor rendering services pursuant to this Contract shall be employees/agents of the University of Florida.

G. EDUCATION BENEFIT

The educational programs of the Contractor will be enhanced because of opportunities for students and faculty to participate in patient care and administrative responsibilities through the cooperative efforts of the Contractor and the Agency.

H. RECORDS

1. All records and documents created by Contractor pursuant to this Agreement shall be retained by Contractor for a period of five years or until completion of a Florida Department of Education program audit, whichever is later.
2. The Agency will have access to the Contractor's records if necessary for the execution of any services in the Contract.

I. INSURANCE

Contractor is protected against tort claims by Contractor's self-insurance program. See the Certificate of Liability Protection (Attachment IV) for a description of the protection afforded the University of Florida Board of Trustees and its employees, agents and students.

J. PUBLIC ACCESS CLAUSE

Contractor or Agency shall have the right to terminate this Contract at any time for refusal by the other party to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by Contractor or Agency in conjunction with this Contract, but subject to the applicable provisions of section 1002.22, Florida, Statutes and other applicable state and federal laws and as provided in Section M hereof.

K. USE OF NAME

No party to this Contract shall use the name, logo, or likeness of another party to this Contract, or any of the other party's staff, in any signage, advertising, or promotional material, without the prior written consent of the other party. Such consent may be granted or withheld in the sole discretion of the party whose consent is required; however, such consent shall not be unreasonably withheld. The decision to consent or withhold consent shall be provided in writing by the party whose consent is required within five (5) working days from the date of receipt of the request for consent. The spokesperson for Contractor in this regard is the Director of the Health Science Center, Office of News and Communications, P. O. Box 100253, University of Florida, Gainesville, FL 32610-0253, telephone (352) 392-2621, fax (352) 392-9220. In the event of the absence of the Director, the alternative spokesperson in this regard is the Assistant Director of the Office of News and Communications, at the same phone number and address. The point of contact for Agency in this regard is Audrey Williams, Pre School Specialist, 3600 NE 15th Street, Gainesville, Florida, 32609, (352) 955-6875, fax (352-955-7223).

L. THIRD PARTY BENEFICIARY CLAUSE

Nothing in this Contract, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and their respective successors and assigns, any remedy or claim under or by reason of this Contract or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their permitted successors and assigns.

M. CONFIDENTIALITY OF EDUCATIONAL AND MEDICAL RECORDS

Contractor and Agency will share educational and medical information to the extent permitted by state and federal law and as necessary to coordinate an appropriate overlay of coordinated services. Both parties shall hold all such information received about children confidential, as provided under applicable state and federal law, and agree not to further disclose such information without parental consent, or as may be otherwise provided by law.

Attachment II

Head Start Dental Treatment Guidelines

- A. Head Start will pay for the following services on all non-Medicaid, non-insured children:
1. Dental examinations
 2. Services required for the relief of pain or infection
 3. Restorative of decayed teeth:
 - a. Permanent teeth - amalgam or resin as indicated
 - b. Primary teeth - amalgam or resin as indicated
 - c. Stainless Steel Crowns
 - d. Pulpotomy
 - e. Extractions- only when pain or infection is present. Extraction of restorable teeth will not be covered under this contract.
- B. Head Start will not pay for the following services without the permission of the Regional Head Start Dental Coordinator:
1. Panorex radiographs
 2. Space maintainers
 3. Any service not listed in A
- C. Children with Medicaid eligibility or other dental insurance may receive all applicable benefits. If these benefits do not include services listed in Section A, these should be provided and will be paid for by Head Start. Head Start will not pay any difference between usual and customary charges and Medicaid reimbursement.

Attachment III

Fee Schedule

Listed below is the fee schedule for dental services for Alachua County Head Start non-medicaid children for the school year of 2008 - 2009.

	HS Fees	UCR Fees
Examination (D0150) which includes: Occlusal (D0240) Bitewings (D0272) Prophylaxis (D1120) Fluoride (D1203)	\$58.00	\$134.00
Sealant (D1351)	\$15.00	\$25.00
Space Maintainer (D1510)	\$85.00	\$168.00
Amalgam Restoration		
1 surface (D2140)	\$36.00	\$60.00
2 surface (D2150)	\$48.00	\$80.00
3 surface (D2160)	\$60.00	\$90.00
Resin		
1 surface - post (D2330)	\$40.00	\$70.00
1 surface - ant (D2391)	\$40.00	\$70.00
2 surface - post (D2331)	\$46.00	\$95.00
2 surface - ant (D2392)	\$46.00	\$95.00
3 surface - post (D2332)	\$52.00	\$120.00
3 surface - ant (D2393)	\$52.00	\$120.00
Stainless Steel Crown (D2930)	\$80.00	\$140.00
Extraction (D7140)	\$32.00	\$70.00
Pulpotomy (D3220)	\$59.00	\$85.00
Nitrous Oxide (D9230)	\$33.00	\$42.00
Sedation (D9248)	\$71.00	\$125.00
Behavior Management (D9920)	\$28.00	\$60.00



J. Hillis Miller Health Center Self-Insurance Program

PO Box 112735
Gainesville, FL 32611-2735
352-273-7006
352-273-7287 Fax
Reply to: Gainesville

580 West 8th Street, T-35
Jacksonville, FL 32209-6511
904-244-9070
904-244-9081 Fax

CERTIFICATE OF LIABILITY PROTECTION

This memorandum provides a summary of the liability protection for claims and actions which arise from the acts or omissions of health care faculty and other professional employees and students of the University of Florida J. Hillis Miller Health Center (HSC). A full description of the terms and conditions of the protections noted herein can be obtained from the University of Florida J. Hillis Miller Health Center Self-Insurance Program (UFSIP) administrative office at 352-273-7006.


The HSC is a component of the University of Florida Board of Trustees (UFBOT) and, to the extent the State of Florida has partially waived its immunity to tort claims as described in section 768.28, Florida Statutes, the UFBOT is protected for a claim or judgment by any one person in a sum not exceeding ONE HUNDRED THOUSAND DOLLARS (\$100,000) and for total claims or judgment arising out of the same incident or occurrence in a total amount not exceeding TWO HUNDRED THOUSAND DOLLARS (\$200,000), such protection being provided by the UFSIP, a self-insurance program created pursuant to the authority of s.1004.24, F.S. The UFBOT has not purchased liability insurance coverage beyond those monetary limits outlined in s.768.28, F.S. Additional protection is provided by the University of Florida Healthcare Education Insurance Company for any loss in excess of the limits of liability described herein, which is assigned to the UFBOT by action of the Legislature and Governor of the State of Florida.

Non-student individuals and entities protected by the UFSIP who are not subject to the immunity as described in s.768.28, F.S., are provided during the term of this contract, liability protection, including professional liability, with a per-claim limit of liability of not less than TWO MILLION DOLLARS (\$2,000,000). Students of the HSC Colleges who perform practicums assigned by those colleges are provided liability protection at limits of not less than \$100,000 per person and \$200,000 for all claims arising out of the same incident or occurrence.

Professional liability actions filed against the UFBOT pursuant to Section 768.28, Florida Statutes, are subject to s. 766.112(2), F.S., which provides that any judgment against the UFBOT for medical malpractice actions shall be on the basis of the UFBOT's comparative fault and not on the basis of the doctrine of joint and several liability and that the sole remedy available to a claimant to collect damages allocated to the UFBOT shall be pursuant to s. 768.28, F.S. Further, it is the opinion of the General Counsel of the University of Florida that the UFSIP is legally prohibited from adding as "insureds" or "protected entities" any individual or entity not described in s. 1004.24, F.S. or other statute specifically authorizing their protection, nor can their protection be contractually extended to non-insureds or non-protected entities through indemnity or save-and-hold-harmless or similar agreements.

All liability protection described herein will respond to any claim or action arising from negligent acts or omissions attributable to a UFBOT employee or agent without regard to when such incident becomes known to the UFSIP, subject to applicable statutes of limitation and repose. The UFSIP provides ongoing protection with no expiration date.

Certificate Expiration: 6/30/09


James L. Dsgard
Senior Associate Director