

AGREEMENT
FOR
COMMUNITY DENTAL PROGRAM

This Agreement is made and entered into by and between the Board of Trustees of St. Petersburg College, P.O. Box 12489, St. Petersburg, Florida 33733, hereinafter referred to as "SPC," and the School Board of Pinellas County, Florida, 301 Fourth Street Southwest, Largo, Florida 33770, hereinafter referred to as the "School Board."

WITNESSETH:

Whereas, SPC's College of Dental Hygiene and the School Board wish to collaborate to implement a community dental program for Pinellas Park elementary school students with unmet dental needs.

Now, therefore, in consideration of the mutual promises and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SPC and the School Board, hereinafter collectively referred to as the "Parties," agree as follows:

1. The above recitals are true and correct and are hereby incorporated by reference.
2. Term. This Agreement shall commence once signed by the Parties and continue through and until April 30, 2014. Thereafter, the Agreement will automatically renew for successive one-year terms. Either Party may terminate the Agreement at any time upon 90 days prior written notice to the non-terminating Party. In the event SPC is unable to provide dental hygiene students capable of performing SPC's obligations under the Agreement, the Agreement shall automatically terminate without further obligation to either Party.
3. Location. Dental hygiene education and services will be provided at Pinellas Park elementary schools.
4. SPC Responsibilities. SPC will be responsible for providing second-year dental hygiene students to develop, organize and implement a community dental program for Pinellas Park elementary school students. As part of the plan, SPC students will provide oral-systemic health and nutritional education, oral health screenings, application of dental sealants and/or fluoride varnish. Such services will only be provided upon consent from parents whose elementary students wish to receive care. SPC will also work with the Pinellas Park Rotary Club to obtain a portable dental exam chair and portable equipment required for screening patients and applying sealants and/or fluoride varnish. SPC will also work with local dental supply companies to obtain adequate supplies of dental sealant and varnish materials. In the event SPC is unable to obtain the above-referenced items from the Pinellas Park Rotary Club or local dental supply companies, SPC shall not be responsible for purchasing such supplies and may terminate the Agreement without further obligation.

5. School Board Responsibilities. The School Board will be responsible for identifying Pinellas Park elementary school students who have unmet dental needs and who wish to participate in the community dental program. The School Board will obtain written consent from parents wishing to enroll their elementary school students in the education and services provided by SPC.
6. Confidential Student Records. Prior to SPC student or agent having access to confidential student records, the School Board will obtain written parental consent for release of such records to SPC students or agents. The Parties agree to protect the rights of students with respect to records created, maintained and used by the Parties in accordance with state and federal law.
7. Retention of Records. SPC agrees to maintain records relating to this Agreement for three years and to subject documentation as requested by the School Board for audit purposes. The parties acknowledge they are subject to and agree to comply with the Florida Public Records Law, Chapter 119, Florida Statutes.
8. Liability. The Parties agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from this negligence subject to the monetary limitations and defenses provided by Section 768.28, Florida Statutes. Nothing in this Agreement will serve as a waiver of sovereign immunity by the Parties and nothing herein will be construed as consent by the Parties to be sued by third parties for any matter arising out of or relating to this Agreement.
9. Contact Persons. SPC and the School Board designate the following persons to direct and implement this program:
- | | |
|-------------------|---|
| For SPC: | Amy Krueger, RDH BSDH MS
Full Time Faculty
St. Petersburg College
(727) 341-3762
Krueger.Amy@spcollege.edu |
| For School Board: | Sara O'Toole, RN BSN
Managing Officer, School Health Services
Pinellas County Schools
(727) 588-6320
Otooles@pcsb.org |
10. Entire Agreement; Amendment. This Agreement constitutes the entire agreement of the Parties, and is intended as a complete and exclusive statement of the rights and responsibilities that have been made in connection with this program. Any amendment to this Agreement must be in writing and duly signed by the Parties.

In witness whereof, the Parties hereto, by their authorized representatives, executed this Agreement on the date set forth below their respective signatures.

SCHOOL BOARD OF
PINELLAS COUNTY, FLORIDA

BOARD OF TRUSTEES OF
ST. PETERSBURG COLLEGE

By: _____

By: _____

Name: Carol J. Cook

Name: _____

Title: Chairperson

Title: _____

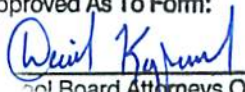
Date: _____

Date: _____

Attest: _____

Michael A. Grego, Ed.D.
Superintendent

Approved As To Form:


School Board Attorneys Office

**ST. PETERSBURG COLLEGE
SCHOOL OF DENTAL HYGIENE
RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY
FOR COMMUNITY DENTAL PROGRAM**

Dear Parent or Guardian:

Dental hygiene students from St. Petersburg College's School of Dental Hygiene will be providing a free educational session on oral healthcare and nutrition at your child's elementary school during April, 2013. Following the educational session, your child has the opportunity to receive a free dental screening, fluoride varnish treatment, and/or dental sealant as determined by the screening, if you consent and sign below.

No anesthesia, medication or X-rays will be administered during the screening. The sealant is a plastic protective coating placed on the chewing surface of the back teeth. The sealant blocks food and bacteria that cause tooth decay (cavities). The fluoride varnish also helps prevent tooth decay. Both products are approved by the American Dental Association.

Only students whose parent/guardian has signed below will be screened and treated. Dental hygiene students will be supervised by a College instructor who is a licensed dental hygienist.

I, _____, parent/guardian (circle one) of _____ (insert name of elementary student) consent to my child receiving free dental screening and care (as needed) as described above. I understand that this program is free and voluntary and that my child is under no obligation to participate. The School of Dental Hygiene reserves the right to refuse or stop treatment at any time if the health, safety or welfare of the staff or elementary student is in question. My child's information follows:

Name of Child _____ Date of Birth _____

Male _____ Female _____ Parent/Child Phone Number _____

Circle one: Asian Black Haitian Hispanic White Other

Is your child healthy? Yes _____ No _____

Has your child had any serious health problems? Yes _____ No _____

If yes, please explain _____

By signing below, I agree to defend, indemnify, hold harmless, release and forever discharge St. Petersburg College, the School Board of Pinellas County, and their respective governing boards, officers, employees and agents of and from any and every claim, demand, action, or right of action, of whatever kind or nature, either in law or in equity arising from or by reason of or including any loss, damage and/or injury that my child may suffer as a result of participating in the program or as a result of negligence by the parties named above. This Release of Liability, Assumption of Risk and Indemnity shall be binding on me, my distributees, beneficiaries, next of kin, personal representatives, executors, administrators and assigns.

I acknowledge that I have read the foregoing, that I understand and acknowledge the significance and consequence of this Release of Liability, Assumption of Risk and Indemnity, and that I am signing this form voluntarily. I also acknowledge that no payment is required for this program.

(Signature of Parent or Guardian)

(Date)

(Printed Name of Parent or Guardian)

*****Your form must be returned no later than _____ for your child to participate.*****