

**MEMORANDUM OF AGREEMENT BETWEEN
THE SCHOOL BOARD OF PINELLAS, FLORIDA AND
THE KIDS HEALTHCARE FOUNDATION FOR THE PROVISION OF SERVICES
TO THE UNINSURED AND UNDER-INSURED CHILDREN**

This Agreement is made and entered into this 30th day of July, 2013 by and between The School Board of Pinellas County, Florida, 301 Fourth Street Southwest, Largo 33770, a public body hereinafter referred to as The District, and The Kids Healthcare Foundation, hereinafter referred to as The Foundation, whose address is 16002 Burnham Way, Tampa FL 33647.

WITNESSETH, the parties hereto, in recognition of their mutual responsibility to provide and integrate services that are beneficial to meeting the needs of children, youth, and their families, as a partner in the Full Service School Program in Pinellas County, desire to enter into an agreement whereby The Foundation and The District shall work cooperatively to provide supportive services.

**Article I.
Scope of Service**

The District and The Foundation have planned a partnership with the intent of increasing enrollment of the uninsured and under-insured children in Pinellas County. The partnership recognizes the funding and support of the University of South Florida's Covering Kids and Families Program. Through this partnership, uninsured/under-Insured children will be identified and their families will be provided information regarding and enrollment assistance with Florida's KidCare Programs by the District.

In support of this partnership, The District will:

- Determine a method of communicating with parents that have Indicated on the Free and Reduced Lunch application that their child does not have health insurance and that information and assistance are available.
- When parents self-identify as having a child that does not have health care coverage, permission will be obtained for enrollment staff to contact them and assist with KidCare application.
- Provide KidCare ongoing educational training to school personnel including school nurses, guidance counselors and school social workers. Training will be provided by The Foundation and Continuing Education Units (CEUs) will be offered.
- Allow The Foundation staff to provide application education and assistance on-site at schools during times when parents are likely to be present (i.e., conference nights, PTA meetings, high school football games, etc.)
- Display and make available KidCare application and materials in schools as provided by The Foundation.

In support of this partnership, The Foundation will:

- Provide all KidCare materials for display and distribution.
- Provide trained enrollment specialists to be present on-site at schools during times when parents are likely to be present to provide information and allow parents to self-identify for enrollment assistance, if required.

- Provide school information packets that will provide the referral process for principals, school nurses, school social workers, guidance counselors and data processors.
- Provide tool-kits for school personnel that complete the KidCare training.
- Provide communication templates for schools to use in their school newsletters or other communication to parents if they choose.

Article II. Period of the Agreement

The Agreement shall become effective July 30, 2013, and be in force up to, and including, June 30, 2014.

Article III. Compensation

Costs of goods and services not currently borne by The District in support of this Agreement will be supported directly by The Foundation. The District and The Foundation may mutually agree to secure such goods and services they deem desirable to achieve the purposes of this agreement.

Article IV. Termination of Agreement

Either The District or The Foundation may terminate this Agreement for cause by delivering written notice to the other party at least thirty (30) days prior to the date on which termination is to be effective.

At any time during the term of this Agreement, if either party breaches or fails to perform its responsibilities and obligations under the terms hereof, and the defaulting party fails to correct such deficient performance to the reasonable satisfaction of the other party within sixty (60) days after receipt of written notice from the other specifying such deficiency, the non-faulting party may terminate this Agreement by giving written notice to the other.

Article V. Record Keeping Requirements

Both The Foundation and The District will keep adequate records and supporting documentation to this contracted matter. Furthermore, both The Foundation and The District shall make available each to the other's authorized representative, as allowed by law, all records for audit or inspection purposes. Both The Foundation and The District shall retain said records and documentation for a minimum of five (5) years from the date of termination of this Agreement.

Article VI. Statement of Assurance

During the performance of this Agreement, The Foundation and The District herein mutually assure that said they are in compliance with Title VII of the 1964 Civil Rights Act, as amended, and Florida Human Rights Act of 1977, in that they do not on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status, discriminate in any form or manner employees or applicants for employment. The parties understand and agree that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the

parties herein assure that said they will comply with Title VI of the Civil Rights Act of 1964 when federal grant funds are involved in the provision of the services required hereunder. Other applicable federal and state laws, executive orders, and regulations prohibiting the type of discrimination as herein delineated are included by this reference thereto. This statement of assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.

Article VII. Notification Requirements

Both parties hereto agree to give all notices and comply with all laws, ordinances, rules and regulations applicable to the provision of the supportive services required herein. If either party observes that any of the provisions of this Agreement are at variance therewith, said party will give the affected party prompt written notice thereof. Any necessary changes to the provisions contained herein shall be adjusted by an appropriate modification hereto.

Article VIII. Indemnification Requirements

To the extent provided by law, the parties agree to indemnify and hold harmless each other for all claims, suits, judgments, or damages, including court costs and attorney's fees, arising out of the negligent or intentional acts or omissions of any party and its agents, subcontractors, and employees, in the course of the operation of this contract. Further, the parties agree to defend each other, upon receiving timely written notification, against all claims, suits, judgments, or damages, including court costs and attorney's fees, arising out of the negligent or intentional acts or omissions of any party and its agents, subcontractors, and employees, in the course of the operation of this contract. Where The District and The Foundation commit joint negligent and intentional acts, The District shall not be liable for nor have any obligation to defend The Foundation with respect to the part of the joint negligent or intentional act committed by The Foundation. Where The District and The Foundation commit joint negligent and intentional acts, The Foundation shall not be liable for nor have any obligation to defend The District with respect to the part of the joint negligent or intentional act committed by The District. In no event shall The District or The Foundation be liable for or have any obligation to defend against such claims, suits, judgments, or damages, including court cost and attorney's fees, arising out of the sole negligent or intentional acts of the other party. In no event will the amount of The District's liability under this part exceed the sum of \$200,000 per person or \$300,000 per occurrence. Nothing herein is intended to serve as a waiver of sovereign immunity by The District, nor shall anything herein be construed as consent by The District to be sued by any third party for any cause or matter arising out of or related to this Agreement.

Article IX. Severability

If any part of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties hereto contained herein are not materially prejudiced and the intentions of the parties continue to be affective.

**Article X.
Language and Form**

The form, or any of the language contained in this Agreement, shall not be interpreted or construed in favor of or against either party hereto as the drafter thereof.

**Article XI.
Confidentiality**

In order to maintain confidentiality of student information under FERPA and HIPPA, the project will utilize the release of information forms approved by The District (FERPA) and such forms as may be required by Florida KidCare (HIPPA). All forms, documents, and other material used to obtain consent to the disclosure of any personally identifiable information protected by applicable federal, state or other law will comply with the requirements of those laws. The District will create or approve any such form, document or other material relating to student information subject to FERPA. The Foundation will create or approve any such form, document or other material relating to information subject to HIPPA. In addition, Application Assistant training through Florida KidCare will include a HIPPA training component. During the potential transfer of eligibility information between district and state entities, all FERPA and HIPPA standards of information security will be maintained.

**Article XII.
Modification**

This Agreement may be amended or modified by a written instrument executed by the duly authorized representatives of the parties' hereto. Similarly, no agreement that affects the provisions of this Agreement shall be valid unless in writing and executed by The Foundation and The District.

The foregoing constitutes the entire Agreement between the parties with respect to the subject matter contained therein.

IN WITNESS WHEREOF, The District and The Foundation have executed this Agreement the date first above written.

ATTEST: THE KIDS HEALTHCARE FOUNDATION

BY: _____

Melanie Hall
Melanie Hall
Executive Director

BY: _____

Doug Holt
Doug Holt
Board Chair

ATTEST: THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

BY: _____

Dr. Michael A. Grego, Ed. D
Superintendent

BY: _____

Carol J. Cook
Chairperson

Approved As To Form:

Sharon J. Wallace
School Board Office