

Agreement

between

Franklin Pierce School District
(hereinafter referred to as DISTRICT)
315 129th Street South, Tacoma WA
98444

and

Tacoma-Pierce County Health Department
(hereinafter referred to as DEPARTMENT)
3629 South D Street
Tacoma, WA 98418-6813

This Agreement regarding oral health ("Agreement") is entered into by and between the Franklin Pierce School District (the "District"), a political subdivision under the laws of the State of Washington, and the Tacoma-Pierce County Health Department ("the Department"), a political subdivision under the laws of the State of Washington.

WHEREAS, the District has determined that certain students may be advantageously served through the provision of dental education and services during the school day; and

WHEREAS, the District does not have personnel that are qualified and licensed to provide dental education and services to students, but does have the ability to provide space for the provision of dental services while students are at school; and

WHEREAS, the Department seeks community partnerships, including partnerships with schools, to assess, plan, develop, and support a comprehensive community-wide oral health plan; and

WHEREAS, the Department seeks to provide school-based dental sealant activities, dental screenings, dental education, and dental referrals to students of the District; and

WHEREAS, RCW 18.29.220 permits dental hygienists to assess for and apply sealants, apply fluoride varnishes, and remove deposits and stains from the surfaces of teeth in community-based sealant programs carried out in schools, and RCW 18.32.226 permits certain dental assistants under the supervision of a licensed dentist to apply sealants and fluoride varnishes carried out in schools; and

WHEREAS the Department and the District can mutually benefit by the provision of dental health services at District schools; and

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties agree as follows:

I. RESPONSIBILITIES OF THE DEPARTMENT

The Department agrees to:

- Arrange for Lindquist Clinic, Community Health Care, and Smile Save (the “Providers”) to render professional dental services at District schools. For the purposes of this Agreement, "professional dental services" means dental screenings, sealants, education, and referrals provided by a physician, nurse, dental hygienist, dental assistant, or other licensed or certified profession in the dental field. Such arrangement includes, but is not limited to, ensuring dental hygienists and dental assistants meet the requirements of RCW 18.29.220 and 18.32.226, as well as the requirements in WAC Chapter 246-814.
- Assist Providers to ensure quality assurance of services rendered.
- Oversees that Providers have the medical equipment and supplies needed to provide professional dental services in conformance with this Agreement.
- Verify that all providers have valid insurance, licenses, as well as background checks in accordance with Section III below; renewed yearly.
- Inform and direct all Providers performing tasks or activities pursuant to this Agreement that they cannot be alone with a student and require all Providers to take measures to ensure compliance with this requirement.
- Require all Providers maintain and provide proof of insurance in the following amounts:
 - Commercial General Liability Insurance, where applicable, with minimum limits of no less than \$1,000,000.
 - Comprehensive Automobile Liability Insurance, where applicable, with minimum limits of no less than \$1,000,000.
 - Professional Liability, Errors, and Omissions Insurance, where services rendered pursuant to this Agreement either directly or indirectly involve or require providing professional dental services.

II. RESPONSIBILITIES OF THE DISTRICT

The District agrees to:

- Promote professional dental services at schools as agreed upon with the Department.
- Provide space and coordination during the District school day, as determined by the District in accordance with Section III below, for the provision of professional dental services for District students.
- Coordinate, in cooperation with the Department, the provision of dental services at District sites. This includes, but is not limited to, the provision of a repository at school sites for District students and/or parent guardians to submit their consent forms for professional

dental services.

III. OTHER AGREEMENTS

Background Checks.

Consistent with RCW 43.43.834, the parties agree that each provider or individual who may have contact with children or vulnerable adults shall be required to disclose whether he or she has been convicted of a crime and/or had findings made against him or her in any civil adjudicative proceeding as defined in RCW 43.43.830. The Department shall conduct or require criminal background checks, in accordance with RCW 43.43.830 through 43.43.835, as now or hereafter amended, on all employees, volunteers, or agents who will or may have contact with children or vulnerable adults in the work to be performed under this Agreement, except that fingerprinting is not required so long as the Department agrees that no individual performing a task or activity pursuant to this Agreement will be permitted to be alone with a District student. Pursuant to RCW 28A.400.330, the Department shall not permit any employee, sub-partner, agent, intern or volunteer from performing work under this Agreement who has pled guilty to or been convicted of any felony crime specified under RCW 28A.400.322 as it now exists or is hereafter amended. Failure to comply with this provision shall be grounds for the District immediately ending the Agreement. The Department shall incorporate the background check requirement into any agreement or other contract entered into which may relate to third parties providing services to the District.

Mutual Indemnification

Each party to this Agreement (the "Indemnifying Party") shall defend, indemnify, and hold the other party, and its officers, board members, agents and employees, harmless from and against any and all claims, demands, losses, liabilities, actions, lawsuits, or expenses, including, without limitation, reasonable attorney fees, arising or resulting from, related to, or connected with, the performance of this Agreement or representations or warranties contained therein by the Indemnifying Party, including any loss, damage, corruption, or improper or unauthorized disclosure of confidential or proprietary information or data, or acts or omissions of negligence of the Indemnifying Party, or its employees or agents, to the fullest extent permitted by law and subject to the limitations provided below.

The Indemnifying Party's duty to indemnify and defend the other party shall not apply to liability for damages arising out of, caused by, or resulting from the sole negligence, willful misconduct, or fraud of the other party and its officers, board members, agents and employees.

The Indemnifying Party's duty to indemnify the other party for liability for damages arising out of, caused by, or resulting from the concurrent negligence of each party shall apply only to the extent of negligence, willful misconduct, or fraud of the Indemnifying Party or its agents or employees.

The Indemnifying Party's duty to indemnify the other party for any liabilities or losses caused by or resulting from negligence shall apply only to the extent of the fault of the Indemnifying Party, its agents or employees, except in situations where fault is not a requirement for liability, in which case indemnity will be provided to the extent the liability or loss was caused by the Indemnifying Party, its agents or employees.

This duty to defend, indemnify and hold harmless shall apply regardless of whether a claim is brought pursuant to the Industrial Insurance Act, RCW Title 51, or otherwise. This duty to defend, indemnify, and hold harmless shall extend to claims arising after this Agreement is terminated.

Non Discrimination

The parties shall comply with all the federal, state, and local non-discrimination laws, ordinances, regulations and policies, which are otherwise applicable to the District and the Department. Accordingly, no person shall, on the ground of race, creed, color, religion, national origin, age, sex, marital status, sexual orientation, sexual identity, pregnancy, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to illegal discrimination under any activity performed by the Parties and their agents under this Agreement. Harassment on the basis of any of the foregoing conditions is strictly prohibited. In the event of either Party's noncompliance or refusal to comply with this nondiscrimination provision, this Agreement may be rescinded, cancelled or terminated in whole or part by either party, and may declare each other ineligible for further Agreements with one another.

Confidentiality

The Parties acknowledge that certain data, material, or information which originates from this Agreement regarding students, may consist of confidential records owned by the District or confidential personally identifiable information subject to the federal Family Educational Rights and Privacy Act or other privacy laws, and that unauthorized disclosure to or use by third parties would be damaging. The Department, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this Agreement, to release it only to authorized employees and agents requiring such information and not release or disclose it to any other party.

The parties also acknowledge that certain data, material, or information which originates from this Agreement regarding students, may consist of confidential records protected by the Health Insurance Portability and Accountability Act (HIPAA). The Department will:

- Use Personally Identifiable Health Information solely for the purpose of performing this Agreement and for other purposes as allowed by law;

- Have in place and enforce policies and procedures requiring its employees and agents to keep Personally Identifiable Health Information confidential and use it only for performing this Agreement and for other purposes as allowed by law; and
- Have in place and enforce appropriate administrative policies and technological and physical safeguards to prevent the use or disclosure of Personally Identifiable Health Information, except as allowed by this Agreement or by law.
- Comply with all HIPAA requirements, including future changes in HIPAA requirements that may be made from time to time.

The District acknowledges that information protected by HIPAA will not be released to the District by the Department. Should the Department provide any student information, including health information to the District as allowed by HIPAA, the District will treat such records as student education records containing personally identifiable information, and will hold such information in strict confidence in compliance with its obligations under FERPA.

Use of District Facilities

To implement this Agreement, the District permits the Department to use the District's facilities, to the extent permissible under the District's policy/regulation 4260, as designated by the District's Administrator ("Premises") on date(s) to be determined between the District and the Department.

Compliance with All Laws

The District and the Department shall comply with all applicable laws of local, state, and federal governments.

Termination

Either Party, in its sole discretion, and upon not less than thirty (30) days written notice to the other party may terminate this Agreement at anytime at its convenience without cause.

The parties to this agreement shall not commence performance prior to the execution of this agreement by an authorized representative of both parties,

The agreement covers the period April 15, 2024-June 25, 2027, inclusive. We the undersigned agree to the terms of the foregoing agreement.

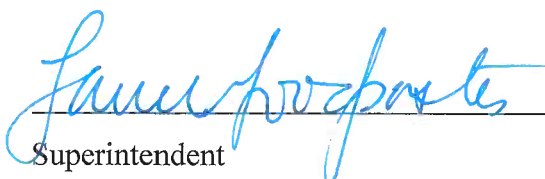
DEPARTMENT Authorized Signature:


Nigel Turner (Jan 28, 2025 13:31 PST)

Jan 28, 2025

_____ Date

DISTRICT Authorized Signature:


Superintendent

1.24.25

_____ Date

TPCHD Dental-FPS Signed

Final Audit Report

2025-01-28

Created:	2025-01-28
By:	Jennifer Burchfield (jburchfield@tpchd.org)
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"TPCHD Dental-FPS Signed" History

-  Document created by Jennifer Burchfield (jburchfield@tpchd.org)
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-  Email viewed by nturner@tpchd.org
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-  Signer nturner@tpchd.org entered name at signing as Nigel Turner
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