

# FORSYTH COUNTY

## BOARD OF COMMISSIONERS

MEETING DATE: DECEMBER 21, 2015 AGENDA ITEM NUMBER: 7

**SUBJECT: RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND THE WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION FOR PROVISION OF PORTABLE DENTAL HEALTH CARE IN SELECT SCHOOLS BY THE CLEVELAND AVENUE DENTAL CENTER (FORSYTH COUNTY DEPARTMENT OF PUBLIC HEALTH)**

**COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:** Recommend Approval

**SUMMARY OF INFORMATION:** See Attached

ATTACHMENTS:  YES  NO

SIGNATURE: *J. Kendrick Watts, Jr.* DATE: December 16, 2015  
COUNTY MANAGER

**RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN  
INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND THE  
WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION FOR  
PROVISION OF PORTABLE DENTAL HEALTH CARE IN SELECT SCHOOLS  
BY THE CLEVELAND AVENUE DENTAL CENTER  
(FORSYTH COUNTY DEPARTMENT OF PUBLIC HEALTH)**

**BE IT RESOLVED** by the Forsyth County Board of Commissioners that the attached interlocal agreement between Forsyth County, on behalf of its Department of Public Health, and The Winston-Salem/Forsyth County Board of Education for the provision of portable dental health care in select schools by the Cleveland Avenue Dental Center is hereby ratified as required by N.C.G.S. 160A-461, and the Chairman or County Manager and the Clerk to the Board are hereby authorized to execute the attached agreement, on behalf of Forsyth County, subject to a pre-audit certificate thereon by the Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney. The original contract is incorporated herein by reference. (Contract Control #2016-0271-00)

**BE IT FURTHER RESOLVED** by the Forsyth County Board of Commissioners that the Chairman or County Manager and Clerk to the Board are hereby authorized to execute amendments to this agreement during this fiscal year as necessary and subsequent agreements, on behalf of Forsyth County, to continue these services during the current and future fiscal years as deemed necessary, subject to a pre-audit certificate thereon by the Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney.

**BE IT FURTHER RESOLVED** that this resolution ratifying interlocal cooperation between Forsyth County and The Winston-Salem/Forsyth County Board of Education is hereby spread upon the minutes of the Board of Commissioners of Forsyth County.

Adopted this the 21<sup>st</sup> day of December 2015.

NORTH CAROLINA        )  
                                  )  
FORSYTH COUNTY        )                    INTERLOCAL AGREEMENT

THIS AGREEMENT made and entered into this the First day of July, 2015, by and between the WINSTON-SALEM/FORSYTH COUNTY (Schools) BOARD OF EDUCATION hereinafter referred to as "SCHOOL SYSTEM" and FORSYTH COUNTY, NORTH CAROLINA on behalf of its DEPARTMENT OF PUBLIC HEALTH, hereinafter referred to as the "DEPARTMENT OF PUBLIC HEALTH";

Pursuant to the provisions of N.C.G.S. 160A-461 et seq, the SCHOOL SYSTEM and the DEPARTMENT OF PUBLIC HEALTH hereby enter into this interlocal agreement for providing a portable dental health program consisting of screening, and as appropriate; cleanings, fluoride varnish and referral for dental care in select schools in the SCHOOL SYSTEM.

WITNESSETH

WHEREAS the parties hereto agree that it is in the best interest of both governmental agencies to have a clear understanding of the oral health service needs of students in the SCHOOL SYSTEM, the oral health services to be provided by the DEPARTMENT OF PUBLIC HEALTH through its CLEVELAND AVENUE DENTAL CENTER to meet those needs, and the support for these services by the SCHOOL SYSTEM, they have therefore entered into this agreement the date and year first written above.

A. DEPARTMENT OF PUBLIC HEALTH AGREES TO PROVIDE THE FOLLOWING SERVICES AT NO COST TO THE SCHOOL SYSTEM:

1. Consultation with the SCHOOL SYSTEM to determine the school(s) most appropriate to receive the services of the portable dental services program. This consultation will include representatives of the SCHOOL SYSTEM, and DEPARTMENT OF PUBLIC HEALTH (Cleveland Avenue Dental Center, public health hygienist and school nurse). It is the intent to provide screenings, fluoride varnishes, cleanings and sealants in grade levels that present a need not discovered through screening by the DEPARTMENT OF PUBLIC HEALTH public health hygienists and to assure referral for further dental care as necessary;

2. It is the intent to provide screenings in grade levels that are not already screened by the DEPARTMENT OF PUBLIC HEALTH public health hygienists and to assure referral for further dental care as necessary. Notwithstanding the foregoing, DEPARTMENT OF PUBLIC HEALTH, Cleveland Avenue Dental Center and/or their employees may choose to provide screenings to students in all grade levels, regardless of whether the student has been or will be seen by a public health hygienist.;

3. With respect to SCHOOL SYSTEM students at the school(s) and in the grade(s) selected pursuant to this Agreement, the DEPARTMENT OF PUBLIC HEALTH will provide the following in the school setting:

- a. Dental screenings and fluoride varnishes at no cost.
- b. Cleanings and sealants, as needed, to SCHOOL SYSTEM students who are insured by Medicaid or NC Health Choice; and
- c. Referral for further dental care at an established practice as deemed appropriate by the screening dentist.

With respect to Paragraph 3(b), the DEPARTMENT OF PUBLIC HEALTH will submit a claim for reimbursement for its services to Medicaid or NC Health Choice. The DEPARTMENT OF PUBLIC HEALTH will not seek payment from the student or student's parent(s) for any service provided and anticipates that Medicaid and NC Health Choice will cover the costs of these services in full and that there will be no cost to the student or student's parent. If a SCHOOL SYSTEM student is not insured by Medicaid or NC Health Choice, the DEPARTMENT OF PUBLIC HEALTH will assist the student's parent(s), if requested, in determining whether the student is eligible for Medicaid or NC Health Choice and in the application process.

4. Target population for this program is children in need who do not have a dental care home. When children are referred for additional required treatment beyond the scope of the program or to establish a dental home where none currently exists, the referral will be made to several established practices including the DEPARTMENT OF PUBLIC HEALTH's Cleveland Avenue Dental Center. Prior to providing services under this Agreement, the DEPARTMENT OF PUBLIC HEALTH will provide the SCHOOL SYSTEM with a list of the established dental practices to which a referral may be made and will provide an updated list to the SCHOOL SYSTEM if any changes are made to the list;

5. Provide services with a team consisting of licensed dentists, dental assistants and dental hygienists operating in compliance with the requirements of the North Carolina State Board of Dental Examiners;

6. The portable dental health program is not intended to replace the services of the DEPARTMENT OF PUBLIC HEALTH public health hygienists working in the SCHOOL SYSTEM. Rather the portable dental care program is intended to complement and collaborate with the public health hygienists to better serve the students of the SCHOOL SYSTEM.

7. Prior to screening or otherwise providing services to a SCHOOL SYSTEM student under this agreement, the DEPARTMENT OF PUBLIC HEALTH will obtain the consent of the student's parent or legal guardian. A copy of the consent form to be used is attached hereto as Exhibit A.;

8. The DEPARTMENT OF PUBLIC HEALTH agrees to notify the parents and/or legal guardian of a student regarding its findings from the screening, a description of any dental services provided to the student and whether the student needs to be referred for additional dental care.

9. The DEPARTMENT OF PUBLIC HEALTH agrees to maintain an individualized record of the students that are screened and/or provided preventative dental services under this Agreement and to provide a copy of such record to the SCHOOL SYSTEM to be maintained in the student's cumulative folder. A copy of the form to be used for this record is attached hereto as Exhibit B.

10. The program will operate in compliance with the Health Insurance Portability and Accountability Act (HIPAA) and the DEPARTMENT OF PUBLIC HEALTH will adhere to the Board of Education's policy #5125 – Privacy of Student Records.

11. Annual Sex Offender Registry Check. In accordance with N.C.G.S. § 115C-332.1, the DEPARTMENT OF PUBLIC HEALTH shall annually ensure all employees and/or contracted personnel in direct interaction or contact with SCHOOL SYSTEM students are not listed on the North Carolina and National Sex Offender Registries. Any person listed on such registries shall not be allowed to provide services in the SCHOOL SYSTEM under any circumstances. The DEPARTMENT OF PUBLIC HEALTH will conduct such annual registry reviews for the period July 1, 2015 through June 30, 2016 and annually thereafter using a county designated resource for such reviews. These reviews will be carried out for all DEPARTMENT OF PUBLIC HEALTH employees, Cleveland Avenue Dental Center personnel, and contracted personnel providing dental services for students of the SCHOOL SYSTEM or who are otherwise in direct interaction or contact with SCHOOL SYSTEM students pursuant to this Agreement.

**B. SCHOOL SYSTEM AGREES TO PROVIDE THE FOLLOWING SERVICES:**

1. The SCHOOL SYSTEM acknowledges and agrees that the DEPARTMENT OF PUBLIC HEALTH is recognized as a provider of school clinical oral health services within the context of the portable dental health program for the SCHOOL SYSTEM;

2. The SCHOOL SYSTEM agrees to consult with the DEPARTMENT OF PUBLIC HEALTH in the mutual selection of the school(s) to receive the services of the portable dental care program;

3. The SCHOOL SYSTEM agrees to provide an appropriately equipped room or space in each school with internet access as necessary, privacy and adequate electrical outlets when the portable dental care program is operating in the school;

4. The SCHOOL SYSTEM will cooperate as is reasonable and necessary in the provision of the services described in Section A (1) through A (10) above;

5. The SCHOOL SYSTEM authorizes Cleveland Avenue Dental Center to engage in all acts necessary for the execution of the portable dental service program as described in Sections A (1) through A (10) above in the designated school(s);

6. The SCHOOL SYSTEM will provide transportation as deemed necessary and when available through the school based Home School Coordinators for students in need of dental work during school hours in a clinical setting (Cleveland Avenue Dental Center or another practice listed on the referral list);

7. The SCHOOL SYSTEM, and the undersigned signatory on its behalf, represent to the Department of Public Health that it has the authority to enter into this agreement on behalf of the Winston-Salem/Forsyth County (Schools) Board of Education.

C. TERM OF AGREEMENT

The term of this agreement shall be from July 1, 2015 through and including June 30, 2016; provided, however, that this Agreement will automatically renew for additional one year periods unless written notice of intent to cancel is given at least 30 days prior to the expiration of the then current period.

D. AMENDMENT OF AGREEMENT

It is understood and agreed that this agreement may be amended, in writing, by mutual agreement of the parties if at any time the need arises to add to, to reduce, or to change significantly the type or level of services provided.

E. INDEPENDENT CONTRACTORS

Both the SCHOOL SYSTEM and the DEPARTMENT OF PUBLIC HEALTH shall operate as independent contractors, and neither party shall be responsible for any of the acts or omissions of the other party. The SCHOOL SYSTEM agrees to indemnify, defend and hold the DEPARTMENT OF PUBLIC HEALTH harmless from and against any and all claims, actions, expenses (including attorney's fees), costs or liability for wrongful acts or omissions or negligence of the SCHOOL SYSTEM in relation to this Agreement to the extent required or allowed by law. The DEPARTMENT OF PUBLIC HEALTH agrees to indemnify, defend and hold the SCHOOL SYSTEM harmless from and against any and all claims, actions, expenses (including attorney's fees), costs or liability for wrongful acts or omissions or negligence of the DEPARTMENT OF PUBLIC HEALTH in relation to this Agreement to the extent required or allowed by law.

Except as authorized herein, neither party has the authority to enter into contracts or agreements on behalf of the other party.

It is the expectation of Forsyth County that the DEPARTMENT OF PUBLIC HEALTH will comply, and the DEPARTMENT OF PUBLIC HEALTH agrees to comply, with all applicable immigration laws in its hiring and contracting practices relating to the services covered by this

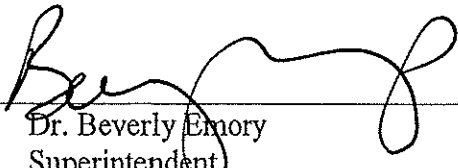
Agreement involving County funds, as outlined in the Resolution adopted by the Forsyth County Board of Commissioners at its regular meeting on October 23, 2006.

This Agreement shall be governed by the laws of the State of North Carolina except that conflict of laws provisions shall not apply.

This Agreement shall become effective July 1, 2015.

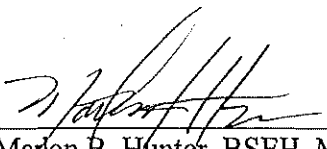
IN WITNESS WHEREOF, the SCHOOL SYSTEM and the DEPARTMENT OF PUBLIC HEALTH have set their hands and seals as of the day and year first above written.

**Winston-Salem/Forsyth County (Schools)  
Board of Education**

By:   
Dr. Beverly Emory  
Superintendent

Date: 10/29/15

**Forsyth County Department of Public  
Health**

By:   
Marlon B. Hunter, BSEH, MAOM  
Health Director

Date: 11/18/15

**Forsyth County**

By: \_\_\_\_\_  
Dudley Watts, Jr.  
County Manager

Date: \_\_\_\_\_

Dear Parent or Guardian:

When children have dental problems, their overall health and ability to learn can be seriously compromised. As part of an effort from the Forsyth County Department of Public Health, Dr. Emily Smith and her team of dentists, dental assistants and dental hygienists will be performing dental screenings for children who do not have a regular dental provider. A regular dental provider means that your child has had a cleaning and exam in the past 12 months and has plans to continue treatment with this dentist. We call this a "dental care home."

Dr. Smith and her team will conduct the screenings using gloves, masks, a dental light, mirror, and explorer. A typical screening takes less than 10 minutes. The screening will serve to identify any problems/needs for dental care, will conveniently take place at your child's school, and will be provided at no cost. If the screening shows a need, your child will also be eligible to receive fluoride varnish at no cost. In addition, Children who are insured by Medicaid or NC Health Choice will be eligible to receive cleanings and sealants at school and have the services billed to Medicaid or NC Health Choice. If a cleaning or sealants are needed, it would be scheduled in advance to minimize the disruption to your child's school day. In the event the screening shows that your child needs additional dental care beyond the scope of this program and/or your child is not covered by Medicaid or NC Health Choice, the Forsyth County Department of Public Health staff will let you know and will make a referral to a dental practice for you to obtain the additional dental care for your child.

The portable dental health program is not intended to replace the services of the Department of Public Health's public health hygienists already working in the school system. Rather the portable dental care program is intended to complement and collaborate with the public health hygienists to better serve the students of the school system.

Please find attached a permission form for participation in this school-based dental project. If your child does not have a "dental care home" and you want your child to participate, please complete the form, check "Yes" and sign. If you do not want your child to participate or if your child already has a dental care home, please check "No" on the form and sign. Please return the form to school with your child tomorrow.

If you have any questions, please call the Cleveland Avenue Dental Center at 336-703-3090.

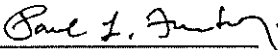






**This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.**

12/1/2016



**Date**

**Director of Finance**