

MEMORANDUM OF AGREEMENT
between the
State of Florida, Department of Health
Hamilton County Health Department
and
Hamilton County School Board

This Memorandum of Agreement is entered into between the Florida Department of Health, Hamilton County Health Department, hereinafter referred to as "FDOH, Hamilton County", and Hamilton County School Board, hereinafter referred to as "School Board," to provide dental services to students in Hamilton County public schools.

The purpose of the Dental Services Program is to reduce the incidence of dental disease by providing effective prevention and treatment programs. One of the most outstanding unmet needs in public health is that of dental services for the indigent school aged population. The Department of Health's Dental Program, in conjunction with the Hamilton County School Board, will provide a preventive school-based dental sealant program and a school-based mobile dental care program. The school-based sealant program helps to assess the dental health of the students in the schools, provides education to the students on oral health, and helps to prevent caries by sealant placement on permanent molars and fluoride applications. The school-based mobile dental care program helps to eliminate some of the barriers which exist for many families seeking the care of a dentist: transportation problems, lack of information on how often children should be seen for dental exams, and time away from the job.

RIGHTS AND RESPONSIBILITIES

I. School Board agrees:

- A. To distribute dental consent forms and information provided by FDOH, Hamilton County to parents of all students in the Hamilton County Elementary Schools.
- B. To provide a location on each elementary school campus for portable dental equipment set-up and a location to park the mobile dental unit.
- C. To have each elementary school provide the dental staff of FDOH, Hamilton County a map of the school, teacher planning times, lunch times, recess times, and a list of school activities going on during the time of the dental program's visit.

II. FDOH, Hamilton County agrees:

- A. To provide the school-based sealant program dental services for all students who are in Kindergarten through 5th grade that return a consent form with positive consent.
- B. To provide preventive and restorative dental treatment for Pre-Kindergarten through 5th grade clients who qualify for the mobile bus program by virtue of having specific Medicaid or Florida Healthy Kids insurance, or who are referred by the school nurse or teacher due to complaints of pain and who return a consent form with positive consent.

- C. To provide a report indicating what services were provided and the need for any further dental services, which shall be sent home with each child.
- D. Dental services will be rendered via portable dental equipment and/or a mobile dental unit at each of the Hamilton County public elementary schools.
- E. The FDOH, Hamilton County will be responsible for billing the appropriate agency for reimbursement for services rendered.

III. Both parties agree:

- A. The term for this agreement will be for one (1) year with a beginning date of July 1, 2022 and ending June 30, 2023.
- B. That no relationship of employer/employee, principal, agent, or other association shall be created by this agreement between the parties or their directors, officers, agents or employees. The parties agree that they will never act or represent that they are acting as an agent of the other, or incur any obligation on the part of the other party.
- C. That each party shall be responsible for the liabilities of their respective agents, servants and employees, to the extent legally permissible to either party. As FDOH, Hamilton County is an instrumentality of the State, FDOH, Hamilton County has the statutory protection of sovereign immunity as described in Section 768.28 F.S. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to whom sovereign immunity may be applicable. The exclusive remedy for injury or damage resulting from such acts or omissions of FDOH, Hamilton County's agents, servants and employees is an action against the State of Florida. Nothing herein shall be construed to be consent to be sued by any third party.
- D. The parties shall maintain confidentiality of all protected health and educational information, including client records, related to the services provided pursuant to this Agreement, in compliance with all applicable state and federal laws, rules and regulations. The parties agree to comply with the Health Insurance Portability and Accountability Act (HIPAA) and any current and future regulations promulgated thereunder, including 45 C.F.R. Parts 160, 162 and 164, as well as the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. s. 1232g, and any current and future federal regulations promulgated thereunder.
- E. Either party may terminate this agreement without cause upon thirty (30) days' written notice, delivered to the other party by certified mail, return receipt requested, or by hand with proof of delivery.
- F. In the event funds to finance this project become unavailable, FDOH-Hamilton may terminate this agreement upon no less than twenty-four (24) hours' notice in writing to the Hamilton County School Board. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. FDOH-Hamilton shall be the final authority as to the availability of funds.

The contact persons for each party are as follows:

The School Board of Hamilton County, Florida
Dorothy Wetherington-Zamora, Superintendent
5683 US Hwy 129, Suite 1
Jasper, Florida 32052
(386)792-7801

Florida Department of Health
Thomas Moffses, Administrator
217 NE Franklin Street
Lake City, Florida 32055
(386)758-1037

IN WITNESS THEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

School Board of Hamilton County, Florida

Florida Department of Health
Hamilton County Health Department

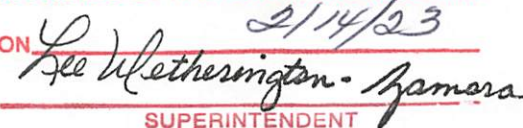

Dorothy Wetherington-Zamora, Superintendent


Thomas Moffses, Administrator

06-21-22
Date

6/23/22
Date

APPROVED BY HAMILTON SCHOOL BOARD

ON 2/14/23

SUPERINTENDENT