

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

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 The School Board of Hamilton County, Florida, 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 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 cavities with sealant placement on permanent molars and provides 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 the dental consent forms and information provided by FDOH, Hamilton County and attached hereto as Attachment A, to parents of all students in Hamilton County Elementary School ("HCES").
- B. To provide a location at the HCES campus for portable dental equipment set-up and a location to park the mobile dental unit.
- C. To have HCES provide the dental staff of FDOH, Hamilton County an escort to that location.
- D. To work with FDOH, Hamilton County staff to coordinate the times and location for FDOH, Hamilton County to provide the dental programs to students in HCES.

II. FDOH, Hamilton County agrees:

- A. To provide the school-based sealant program dental services for all students who are in Kindergarten through 6th grade at HCES that return a form with positive consent.
- B. To provide preventive and restorative dental treatment for Pre-Kindergarten through 6th 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 to the parent or guardian of each student FDOH-Hamilton treats 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 HCES.
- E. 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, 2021 and ending June 30, 2022.
- 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. The Parties acknowledge that FDOH, Hamilton County, as an agency of the State of Florida, is accordingly self-insured against all losses. FDOH, Hamilton County shall maintain general liability insurance in the amount of \$200,000.00 per occurrence and \$300,000.00 in the aggregate. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to whom sovereign immunity may be applicable as set forth in Section 768.28, Florida Statutes. 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 County 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 County 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 L. Wetherington-Zamora, Superintendent
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Florida Department of Health
Thomas Moffses, Administrator
217 NE Franklin Street
Lake City, Florida 32055
(386) 758-1037
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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


Dorothy L. Wetherington-Zamora, Superintendent

08-10-21
Date

Florida Department of Health
Hamilton County Health Department


Thomas Moffses, Administrator

8/11/21
Date