

MEMORANDUM OF AGREEMENT
between the
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 an effective prevention and treatment program. 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 Hamilton County Elementary Schools, will provide a school based dental care program. This program effectively eliminates 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 check-ups, 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 to park the mobile dental unit or portable dental equipment.
- 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 mobile dental unit's visit.

II. FDOH, Hamilton County agrees:

- A. To provide dental services for students who qualify for the program by virtue of having Medicaid or specific Florida Healthy Kids insurance coverage or who are referred by the school nurse or teacher due to complaints of pain.
- B. 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.
- C. Dental services will be rendered via mobile unit or portable dental equipment at each of the Hamilton County elementary schools.
- D. Services rendered under this agreement are funded by Medicaid. The FDOH, Hamilton County will be responsible for billing the appropriate agency for reimbursement for services rendered.
- E. Maintenance and Public Access to Records

In compliance with F.S. 119.0701(2016) the FDOH, Hamilton County shall:

- A. Keep and maintain public records that would ordinarily and necessarily be required by School Board in order to perform the services provided by the FDOH, Hamilton County. Any documents created by the FDOH, Hamilton County related to this

contract shall be considered a Public Record. This includes, without limitation, any and all financial, accounting, instructional, curriculum, testing, operational or service records or reports kept, generated or issued as a normal part of the services provided.

- B. Upon request from the School Board' custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the FDOH, Hamilton County does not transfer the records to the School Board.
- D. Upon completion of the Agreement, transfer, at no cost, to the School Board all public records in possession of the FDOH, Hamilton County or keep and maintain public records required by the School Board to perform the service. If the FDOH, Hamilton County transfers all public records to the School Board upon completion of the Agreement, the FDOH, Hamilton County shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the FDOH, Hamilton County keeps and maintains public records upon completion of the Agreement, the FDOH, Hamilton County shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board' custodian of public records, in a format that is compatible with the information technology systems of the School Board.
- E. If the FDOH, Hamilton County does not comply with a public records request, the School Board shall be entitled to enforce these contract provisions by any legal or equitable means available, including, without limitation, damages, injunctive relief or both.
- F. Failure of FDOH, Hamilton County to abide by the terms of this provision shall be deemed a material breach of this Agreement. This provision shall survive any termination or expiration of this Agreement. In the event a civil action is filed against the FDOH, Hamilton County to compel production of public records where the FDOH, Hamilton County has unlawfully refused to comply with the public records request within the time required by law, the Plaintiff may be entitled to recover its reasonable costs of enforcement, including reasonable attorney's fees from the FDOH, Hamilton County as authorized by 119.0701, Fla. Stat.
- G. IF THE FDOH, HAMILTON COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FDOH, HAMILTON COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE FDOH, HAMILTON COUNTY MUST CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE SCHOOL BOARD AT telephone number _____, e-mail address: _____, and mailing address _____)
OR if blank, Superintendent Rex L. Mitchell, The School District of Hamilton County, Florida , 5683 South US Highway 129, Suite 1, Jasper, Florida 32052, email: Rex.Mitchell@hamiltonfl.com.

III. Both parties agree:

- A. The term for this agreement will be for one (1) year with a beginning date of July 1, 2017 and ending June 30, 2018.
- 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. FDOH, Hamilton County and the School Board have 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. Without waiving the right to sovereign immunity, FDOH Hamilton County shall secure and maintain at all times during the term of this Agreement, in accordance with Chapter 284 and Section 768.28, Florida Statutes, general liability insurance with limits of not less than \$200,000 for a claim or a judgment by any one person or a limit of not less than \$300,000 for any claim or judgment, or portions thereof totaled with all other claims or judgments paid by the state or its agencies or subdivisions arising out of the same incident or occurrence for bodily injury or property damage. The general liability policy shall include coverage for sexual abuse and molestation coverage. FDOH Hamilton County agrees to provide the School Board with a certificate of insurance evidencing insurance for the above-referenced coverages and agrees to notify the School Board immediately of any material change in the coverage shown on the certificate. Compliance with the requirements of this paragraph shall not relieve the FDOH Hamilton County of its liability and obligations under this Agreement... 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 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. FDOH, Hamilton County will prominently mark as "HIPAA protected health information" any and all protected health information that FDOH, Hamilton County provides to the School Board.
- 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.

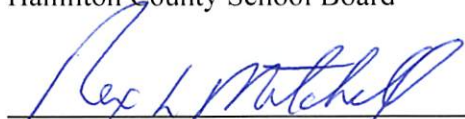
The contact persons for each party are as follows:

Hamilton County School Board
Rex Mitchell, Superintendent
5683 US Hwy 129, Suite 1
Jasper, FL 32052
(386) 792-7801

Florida Department of Health
Mark Lander, 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.

Hamilton County School Board



Rex Mitchell, Superintendent

8/14/17

Date

Florida Department of Health

Mark Lander, Administrator

Date