

**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, 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 6<sup>th</sup> grade at HCES that return a form with positive consent.
- B. To provide preventive and restorative dental treatment for Pre-Kindergarten through 6<sup>th</sup> 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 and mailed to the child's parent or guardian at the address in the dental consent form completed by the child's parent.

- 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, 2020 and ending June 30, 2021.
- 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 will provide School Board with a State of Florida, Department of Financial Services, Division of Risk Management, State Risk Management Trust Fund certificate or certificates of insurance evidencing General Liability Coverage pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, and any rules promulgated thereunder, 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 arising out of the same incident or occurrence. Compliance with the requirements of this paragraph shall not relieve FDOH, Hamilton County of its liability and obligations under this Agreement. 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 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.
- E. The parties shall maintain the confidentiality of all educational records. The parties agree to comply with the provisions of Section 1002.22, Florida Statutes, which states that education records, as defined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. s. 1232g, and the federal regulations issued pursuant thereto, are confidential and exempt from public records requests under the provisions of Section 119.07(1), Florida Statutes, and Section. 24(a), Article I of the Florida Constitution.
- F. 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.
- G. 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.

H. Finger Printing and Background Check:

FDOH, Hamilton County agrees to follow procedures for obtaining DOH-Hamilton Staff background screening as established by the School Board's, Safety & Security Department to comply with the requirements of School Board's Policies 8.28 and Policy 3.13 and Florida Statute Sections 435.04, 1012.315, 1012.32, 1012.465 (Jessica Lunsford Act), 1012.467 and 1012.468 and any applicable requirements under the new Health and Safety Standards under Chapter 65C-22 and 65C-20, F.A.C and the 2016 amendments to Section 402.302, and follow-on revisions to 6M-4.620 F.A.C. and 65C-22.003 F.A.C. by certifying that FDOH, Hamilton County Staff have completed the mandatory background screenings as required by the referenced policy and statutes and shall provide the School Board with proof of compliance. These certifications will be provided to Philip H. Pinello, the School Board's Director of Administrative Services, Safety & Security Department, or his designee, in advance of FDOH, Hamilton County providing any/all services as required herein. FDOH, Hamilton County will bear the cost of acquiring the background screening required and any/all fees imposed by the Florida Department of Law Enforcement and/or the School Board to maintain the fingerprints provided with respect to DOH-Hamilton Staff. FDOH, Hamilton County agrees to be responsible for the liabilities of its agents, servants and employees, to the extent permitted by Sec. 768.28, Florida Statutes, and without waiving any defenses or immunities, resulting from the FDOH, Hamilton County's failure to comply with the requirements of these cited policies and statutes.

RECIPROCITY OF FLORIDA SCHOOL I.D. BADGES: If DOH-Hamilton Staff have Level II clearance registered with another Florida school board, they may be able to obtain a School Board vendor I.D. badge. DOH-Hamilton Staff should check with Philip H. Pinello, Director of Administrative Services, or his designee in the Safety & Security Department Fingerprint Services office, to verify clearance and obtain a vendor I.D. badge.

I. Maintenance and Public Access to Records of DOH-Hamilton.

In compliance with Section 119.0701, Florida Statutes, 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 obligations of FDOH, Hamilton County under the terms of this Agreement. Any documents created by FDOH, Hamilton County related to this Agreement shall be considered a Public Record. This includes, without limitation, any and all testing, accounting, operational, or service records or reports kept, generated or issued as a normal part of the performance the obligations of FDOH, Hamilton County under the terms of this Agreement.

B. Upon request from School Board's custodian of public records, provide School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time.

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 expiration or termination of the Agreement if FDOH, Hamilton County does not transfer the records to School Board.

D. Upon expiration or termination of the Agreement, transfer, at no cost, to School Board all public records in possession of FDOH, Hamilton County related to Agreement. If FDOH, Hamilton County transfers all public records to School Board upon expiration or termination of

the Agreement, FDOH, Hamilton County shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FDOH, Hamilton County keeps and maintains public records upon expiration or termination of the Agreement, FDOH, Hamilton County shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to School Board, upon request from School Board's custodian of public records, in a format that is compatible with the information technology systems of School Board. In any event, upon expiration or termination of the Agreement, FDOH, Hamilton County will transfer to School Board any Education Records, as defined under the Family Educational Rights and Privacy Act ("FERPA"), which may be in FDOH, Hamilton County's possession and then destroy any copies of said Education Records in FDOH, Hamilton County's possession as required under FERPA by 34 CFR 99.31.

E. If FDOH, Hamilton County does not comply with a public records request, 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 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 FDOH, Hamilton County as authorized by Section 119.0701, Florida Statutes (2016).

IF 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, FDOH, HAMILTON COUNTY MUST CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE SCHOOL BOARD OF HAMILTON COUNTY, FLORIDA, ASSISTANT SUPERINTENDENT PHILIP PINELLO, TELEPHONE NUMBER (386) 792-7815, EMAIL ADDRESS: philip.pinello@hamiltonfl.com; MAILING ADDRESS: THE SCHOOL DISTRICT OF HAMILTON COUNTY, FLORIDA, 5683 SOUTH US HIGHWAY 129, SUITE 1, JASPER, FLORIDA 32052.

The contact persons for each party are as follows:

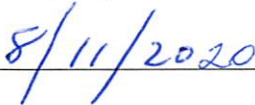
The School Board of Hamilton County, Florida  
Rex Mitchell, Superintendent  
5683 US Hwy 129, Suite 1  
Jasper, FL 32052  
(386) 792-7801  
email: rex.mitchell@hamiltonfl.com

Florida Department of Health  
Thomas Moffses, Administrator  
217 NE Franklin Street  
Lake City, Florida 32055  
(386) 758-1037  
email: [Thomas.Moffses@flhealth.gov](mailto:Thomas.Moffses@flhealth.gov)

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

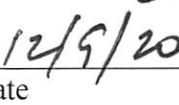
School Board of Hamilton County, Florida

  
\_\_\_\_\_  
Rex Mitchell, Superintendent

  
\_\_\_\_\_  
Date

Florida Department of Health  
Hamilton County Health Department

  
\_\_\_\_\_  
Thomas Moffses, Administrator

  
\_\_\_\_\_  
Date