

MEMORANDUM OF AGREEMENT
between the
Florida Department of Health
Baker County Health Department
and the
School Board of Clay County, Florida

This Memorandum of Agreement is entered into between the Florida Department of Health, Baker County Health Department, hereinafter referred to as the “Baker CHD”, and the School Board of Clay County, Florida, hereinafter referred to as the “School Board”, to provide dental services to students in Clay County public schools.

The purpose of the Dental Services Program is to reduce the incidence of dental disease by providing an effective preventive 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 Baker County Health Department Dental Program, in conjunction with School Board, 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. Baker CHD agrees:

- A. To provide restorative and surgical dental treatment for students referred by the School Board.
- B. To provide reports documenting any need for further dental services for students within 30 days of initial service.
- C. Dental services will be rendered via mobile unit at multiple schools to be coordinated between Provider and School Board Nursing Supervisor.
- D. Services rendered under this agreement are funded by Medicaid. The Baker CHD will be responsible for billing the appropriate agency for reimbursement of services rendered.

II. School Board agrees:

- A. To refer students who qualify for Medicaid to the Baker CHD to receive dental services.
- B. To distribute forms to parents for students referred for dental services including Dental Health History (Attachment I), Dental Services Patient Registration (Attachment II), and a Parental Permission Form (to be completed by Clay County School Board based upon example of Attachment III).
- C. To transport students to the service location for dental services.

III. Both parties agree:

- A. The term for this agreement will be for three (3) years beginning July 1, 2012 and ending on June 30, 2015.

- 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. It is understood that School Board and Baker CHD, and their agents, servants and employees are protected against tort claims as described in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity, nor shall anything herein be construed by a state agency or political subdivision of the State of Florida to suit by third parties.
- D. The parties shall maintain confidentiality of all protected health information, including 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. Both parties shall insure that their employees have passed a fingerprint based background screening in accordance with the Jessica Lunsford Act.
- 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, the provider may terminate this agreement upon no less than twenty-four (24) hours notice in writing to the School Board. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The provider shall be the final authority as to the availability of funds.
- H. The contact persons for each party are as follows:

School Board of Clay County, Florida
 Lyle Bandy, Director of Student Svcs.
 900 Walnut Street
 Green Cove Springs, FL 32043
 (904) 529-2800 ext. 2869

Baker County Health Department
 Samantha Stewart, Contract Manager
 480 West Lowder Street
 Macclenny, FL 32063
 (904) 259-6291 ext. 2238

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

The School Board of Clay County, Florida

Florida Department of Health
 Baker County Health Department

 Carol Y. Studdard
 Chairman

 Kerry Dunlavey, R.N., M.S.H.A., M.P.H.
 Administrator

 Date

 Date