

**School Based Sealant Program Memorandum of Agreement
Between
School Board of Sarasota County and
Florida Department of Health in Sarasota County**

This Agreement is entered into between the Florida Department of Health in Sarasota County, hereinafter referred to as the “Department”, and the School Board of Sarasota County, hereinafter referred to as the “Board” for purpose of providing preventive oral health services in the form of dental assessments, oral hygiene instructions, fluoride varnish treatments and dental sealants to the first, second and third grade students in Board schools, herein referred to as “Students.”

The Parties Agree to:

I. The Department agrees to:

- A. Provide to the Board:
 - 1. Preventive Oral Health Program Form (Attachment I);
 - 2. Consent/Medical History Form (Attachment II);
 - 3. Informational Sealant Brochure (Attachment III); and
 - 4. Dental Screening/Sealant Verification Form (Attachment IV) completed at the time services are rendered; and
 - 5. Student Completion/SEALS Data Collection Form (Attachment V), included herein by reference.

- B. Provide oral health education and information about the preventive dental program to all students in second grade and distribute Consent/Medical History, Preventive Oral Health Program, and Informational Sealant Brochure forms (Attachment I, II, and III).

- C. Provide dental assessments, oral hygiene education, fluoride varnish treatments and dental sealants by a licensed registered dental hygienist, on prescribed teeth for Students who furnish the Department with the Consent/Medical History form (Attachment II), signed and dated by the Students’ parent or legal guardian

- D. Provide the preventive oral health services at designated Board sites to students at date and times agreed upon by both parties.

- E. Provide all equipment and supplies needed to perform preventive oral health services.

- F. Store, handle and transport all needed supplies according to manufacturer’s recommendations.

- G. Record treatment on the Student Completion/SEALS Data Collection form (Attachment V), including the date and name of the provider(s) and entered into the Department’s Electronic Health Records. The records must be kept by the Department for a minimum of three years following treatment.

II. The Board agrees to:

- A. Identify and designate participating elementary schools.
- B. Allow a dental hygienist from the Department to go to each of the participating schools for Oral Health and Nutritional Education for students in second grade.
- C. Provide a room in each school (in consultation with the Department), that is sufficient for the Department's staff to provide preventive oral health services.
- D. Schedule dates and times for the Department's preventive oral health services at each school for the students who have returned a parent/Legal Guardian Consent/Medical History form (Attachment I). The dates and times shall be scheduled in consultation with the Department and be agreeable to the Department.
- E. Notify the parent or legal guardian of the Department's plan to provide preventive oral health services by sending home the Preventive Oral Health Program form (Attachment I), the Consent/Medical History form (Attachment II), and an Informational Sealant Brochure (III).
- F. Seek consent from the parent or legal guardian for the preventative oral health services to the Student of the Board and, if received, collecting and maintaining a completed Consent/Medical History form (Attachment II), for each Student to be treated, at least two weeks prior to each scheduled service date.
- G. Provide a logistics coordinator at the respective sites as a point of contact to address questions that may arise.
- H. Identify all Students whose parent/Legal Guardian returned a completed Consent/Medical History form (Attachment II).
- I. Upon receiving parental consent, provide a classroom roster for each class participating in the program which will include parent/guardian contact information and student birthdate and address.
- J. Assist with the coordination of the Students into the designated area during the preventive oral health service clinic pursuant to this agreement.
- K. Send a copy of the Department's completed Dental Screening/Sealant Verification form (Attachment IV) home to the parent/legal guardian.

III. Special Provisions – The parties mutually agree:

- A. The Department and Board will maintain the confidentiality of all data, files and records, including all client records related to the services provided pursuant to this agreement, and shall comply with state and federal laws, including, but not limited to, sections 384.29, 381.004, 392.65 and 456.057, Florida Statutes. The Department will also comply with any applicable professional standards of practice with respect to client confidentiality.
- B. HIPAA – Department and Board will comply with the applicable provisions of the Health Insurance Portability and Accountability Act, and regulations promulgated thereunder (45 CFR Parts 160, 162 and 164).
- C. Board is responsible for the insurance or self-insurance of the facilities and its employees performing activities under this agreement. Department is responsible for the insurance of its agents' and employees' activities at the facilities under this agreement. Department, a state agency or subdivision, is self-insured through the State of Florida Risk Management Trust Fund, established pursuant to section 284.30, Florida Statutes, and administered by the State of Florida, Department of Financial Services. Department certifies that it maintains, and agrees to continue to maintain during the term of this agreement, general and professional liability protection coverage through the Risk Management Fund, and that this protection extends to Department of Health, its officers, employees, and agents, and covers statutory liability exposure to the limitation described in Section 768.28, Florida Statutes. Department will convey a copy of its current Certificate of Coverage upon request.
- D. The parties agree to be fully responsible for acts of negligence of their officers, employees or agents, when acting within the scope of their employment or agency, and agree to be liable for any damages resulting from said negligence, as provided in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to whom sovereign immunity may be applicable. Nothing herein shall be construed as consent by state agency or subdivision of the State of Florida to be sued by third parties.
- E. Preventive oral health services are administered by the Department's dental staff. All Department dental staff will have a current license/certification in good standing in the State of Florida, and will comply with all applicable Federal and State licensing standards and scope of practice, in accordance with Chapter 466, Florida Statutes.
- F. 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 obligations on the part of the other party.
- G. Department will ensure that staff, provided pursuant to this agreement, have undergone Background Screening, level 2, as required by section 435.04, F.S.

- H. The laws of the State of Florida shall govern this agreement. Venue for any dispute or legal action shall be in Sarasota County, Florida.
- I. There is no charge to the Board for the Preventive Oral Health Services and all supplies are provided by the Department pursuant to this agreement.
- J. The Department may bill any appropriate third party payer for administration of the preventive oral health services for the students youth consistent with the Consent/Medical History form (Attachment II).
- K. Renegotiation, Modification and Renewal. Modifications of provisions to this agreement shall be valid only when they have been reduced to writing and duly signed by both parties. The parties agree to renegotiate this agreement if Federal/State revisions of applicable laws or regulations or increases/decreases in funding allocations make changes to this agreement necessary.
- L. Termination. This agreement may be terminated by either party without cause, upon no less than 30 (thirty) days written notice to other party. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

Termination Due to Lack of Funds. In the event funds to finance this agreement become unavailable or insufficient, Depart may terminate the agreement upon no less than twenty-four (24) hours notice in writing to PCSB. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Department shall be the final authority as to the availability or sufficiency of funds.

- M. The agreement representatives are as follows:

The Department's agreement manager is:
Charles Henry

The Board's agreement manager is:
Suzanne DuBose

This agreement will be effective as of January 3, 2017, and shall end June 30, 2017.

Either party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with this agreement.

IN WITNESS THEREOF, the parties hereto have caused this 5 page agreement to be executed by their undersigned officials as duty authorized.

Sarasota County School Board

Florida Department of Health in Sarasota

By _____

By _____

Date: _____

Date: _____

Approved for Legal Content
January 10, 2017, by Matthews, Eastmoore,
Attorneys for The School Board of Sarasota County, Florida
Signed: ASH