

**AGREEMENT BETWEEN THE  
STATE OF FLORIDA, DEPARTMENT OF HEALTH,  
JACKSON COUNTY HEALTH DEPARTMENT  
AND  
THE SCHOOL BOARD OF JACKSON COUNTY**

This Agreement for Services (Agreement) is entered into by and between the State of Florida, Department of Health, Jackson County Health Department, hereinafter referred to as the DEPARTMENT and the School Board of Jackson County hereinafter referred to as the BOARD for the provision of dental health services to children enrolled in Jackson County Elementary Schools.

WHEREAS, the DEPARTMENT operates and maintains a Mobile Dental Unit that has the ability to provide preventive dental care to the children of Jackson County.

WHEREAS, the BOARD supports the DEPARTMENT in its efforts to provide preventative dental care to the children of Jackson County, including use of the Mobile Dental Unit to provide oral assessment, sealants, topical fluoride treatment, oral hygiene instruction, periodic oral exams, and prophylactic care.

WHEREAS, the BOARD operates and maintains eight (8) Schools; and

WHEREAS, the DEPARTMENT and the BOARD desire to enter into a collaborative agreement whereby the DEPARTMENT sees children enrolled at the eight (8) Schools located in Jackson County to provide preventative dental care, including a dental sealant program.

NOW THEREFORE, in consideration of the mutual promises contained herein, the DEPARTMENT and the BOARD agree as follows:

**I. DEPARTMENT Responsibilities:**

- a. Coordinate location, dates, and times for service delivery with the BOARD.
- b. Provide preventative dental care through oral assessments, sealants, topical fluoride treatments, oral hygiene instruction, periodic oral exams, and prophylactic care as needed on each child with Medicaid or uninsured.
- c. Provide all staff, equipment and supplies needed to perform the dental health services. There shall not be rental, or license fee charged to the DEPARTMENT by the BOARD for the use of space on the BOARD property by the mobile unit.
- d. Services for children with Medicaid will be billed to the respective Medicaid insurance company.

**II. BOARD Responsibilities:**

- a. Coordinate location, dates, and times for service delivery with the DEPARTMENT.
- b. Complete the registration application and all documentation required by the DEPARTMENT, including parental/guardian consent.

- c. Maintain eight (8) Jackson County Elementary Schools:
- Cottondale Elementary
  - Marianna K-8 School
  - Graceville School
  - Hope School
  - Malone School
  - Sneads Elementary
  - Jackson Alternative School
  - Grand Ridge School

III. Term and Renewal. Unless terminated earlier as provided herein, the term of this agreement shall be from August 1, 2025, or the latest date of signature by the parties, whichever is later, through July 31, 2028. This agreement may be renewed thereafter on an annual basis for no more than three (3) additional years. Any renewal shall be in writing upon mutual agreement and subject to the same terms and conditions as set forth in this initial agreement.

IV. Special Considerations:

Confidentiality. Where applicable the parties will comply with the Health Insurance Portability and Accountability Act ("HIPAA"), as well as regulations promulgated thereunder (45 CFR Parts 160, 162, and 164), and the Family Educational Rights and Privacy Act ("FERPA"), as well as all regulations promulgated thereunder (34 CFR Part 99).

Liability. The DEPARTMENT and the BOARD are separate entities and neither party may obligate the other in any manner. The DEPARTMENT and the BOARD agree to accept and to be responsible for its own acts or omissions as well as those of its employees, and nothing in this Agreement should be interpreted or construed to place any such responsibility onto the other party. The parties acknowledge that the DEPARTMENT is part of the Florida Department of Health, an executive branch agency of the State of Florida. Nothing in this agreement should be construed to be a waiver of sovereign immunity any greater than the limited waiver set forth in Section 768.28, Florida Statutes.

Cooperation. Each party shall cooperate with the other party and meet with the other party as necessary to further the objectives of this Agreement, to include providing to the other such information or documentation necessary to enable the parties to fulfill their responsibilities under and pursuant to this Agreement.

Inspectors General. The parties hereto acknowledge and understand that they have a duty to and will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to Section 20.055(5), Florida Statutes.

V. General Considerations:

Amendments. No modifications or amendment to the conditions contained herein shall be effective unless contained in a written document and executed by each party hereto.

Waiver of Breach. The failure on the part of either party to enforce any material provision of this Agreement on any single occasion shall not constitute a waiver of the right to enforce any and all material provisions of this Agreement.

Venue. This Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida.

Independent Contractor. By this Agreement the parties intend to establish between them the relationship of mutually independent contractors. Each party and the officers, employees, agents, subcontractors or other contractors thereof shall not be deemed by virtue of the Agreement to be officers, agents, or employees of the other party.

Termination. Either party may terminate this Agreement, with or without cause, with a minimum of thirty (30) days written notice to the other party.

Notices. When either party to this Agreement desires to give notice to the other, such notice must be in writing, and delivered by (i) United States certified or registered mail, postage prepaid and return receipt requested, (ii) a nationally recognized overnight delivery service, (iii) personal delivery with a written receipt obtained, or (iv) email transmission with confirmation of receipt provided by the recipient via return email.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed for the uses and purposes therein expressed by their officials thereunto duly authorized.

**THE SCHOOL BOARD  
OF JACKSON COUNTY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**STATE OF FLORIDA,  
DEPARTMENT OF HEALTH,  
JACKSON COUNTY**

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Name

  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Date

**If Board approved:**

\_\_\_\_\_  
Board Chairman Signature

\_\_\_\_\_  
Board Chairman Name

\_\_\_\_\_  
Date of Board Approval