

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # **220067**
Number Assigned by Purchasing Dept.



CONTRACT REVIEW

BOARD MEETING DATE:

01-06-2022

WHEN BOARD APPROVAL IS REQUIRED DO
NOT PLACE ITEM ON AGENDA UNTIL
REVIEW IS COMPLETED

☐ Must Have Board Approval over \$100,000.00

Date Submitted: **November 25, 2021**
Name of Contract Initiator: **Kristin Rieba** Telephone #: **904-336-6884**
School/Dept Submitting Contract: **Climate & Culture** Cost Center # **9004**
Vendor Name: **Florida Department of Health Baker County**
Contract Title: **MOU**
Contract Type: ☒ New ☐ Renewal ☐ Amendment ☐ Extension ☐ Previous Year Contract # **190053**
Contract Term: **3 years 12-2021 to 06-2024** Renewal Option(s):
Contract Cost: **N/A**

☐ **BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

Funding Source: Budget Line # _____

Funding Source: Budget Line # _____

☐ **NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

☐ **INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO**

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):

- ____ Completed Contract Review Form
- ____ SBAO Template Contract or other Contract (NOT SIGNED by District / School)
- ____ SIGNED Addendum A (if not an SBAO Template Contract)*
- *This Statement **MUST BE** included in the body of the Contract:
"The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."
- ____ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:
COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.
General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.
Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).
Workers' Compensation = \$100,000 Minimum
[If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].
- ____ State of Florida Workers Comp Exemption (<https://apps.fldfs.com/bocexempt/>) (If Applicable)
- ____ COVID-19 Waiver (If Applicable)
- ____ Release and Hold Harmless (If Applicable)

RECEIVED
NOV 29 2021
PURCHASING

RECEIVED
12/3/2021
SBAO

****AREA BELOW FOR DISTRICT PERSONNEL ONLY ****

| CONTRACT REVIEWED BY: | COMMENTS BELOW BY REVIEWING DEPARTMENT |
|--|---|
| Purchasing Department B78 | No Cost, Same as Contract 190053 that expired 6/2021 |
| Review Date 12/1/2021 | |
| School Board Attorney ab | |
| Review Date 12/14/21 | |
| Other Dept. as Necessary | |
| Review Date | |
| PENDING STATUS: <input type="checkbox"/> YES <input type="checkbox"/> NO | IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR |
| FINAL STATUS | <input checked="" type="checkbox"/> APPROVED 12-15-21 |

CONTRACT REVIEW PROCESS FOR "ALL" CONTRACTS

A contract is defined as an agreement between two or more parties that is intended to have legal effect. This may include MOUs, Interlocal Agreements, Service Agreements and Contracts. Contracts document the mutual understanding between the parties as to the terms and conditions of their agreement, contain mutual obligations, and clearly state the agreement's consideration. The term consideration includes the cost of the services and/or products to be provided by second party (vendor or service provider) and any non-monetary performance. No school, department, or other organizational unit has authority to contract in its own name. All Board contracts must be made in the legal name of the Board, "The School Board of Clay County, Florida". The School or Department may extend this name to include the school or department as follows, "The School Board of Clay County, Florida o/b/o _____ (insert the school or department name)" where o/b/o means "on behalf of".

All contracts shall be reviewed and approved by the School Board Attorney and/or the Supervisor of Purchasing to ensure legality, compliance with Board policy, and to ensure the Board interests are protected before the authorized signatory may execute the contract.

All contracts having a value of \$100,000 or more shall be authorized by the Board at a regular or special meeting and signed by the Board Chairman. All approved contracts having a value of less than \$100,000 may be executed by the Superintendent or appropriate District administrator based on the value of the contract.

1. All approved contracts having a value of \$50,000 or more, but less than \$100,000 shall be signed by the Superintendent, or the person who has been designated, in writing by the Superintendent, as the Superintendent's Designee at the time of the contract signing. All contracts executed pursuant to this subparagraph shall be reported to the School Board in a separate entry as part of the monthly financial report.
2. All approved contracts having a value of \$25,000 or more, but less than \$50,000, shall be signed by the Superintendent, or the Assistant Superintendent for Business Affairs.
3. All approved contracts having a value of less than \$25,000 and contracts of any value described in Board Authorized Contracts above that are exempt from the requirement for Board approval, may be signed by the Superintendent, or the Assistant Superintendent for their Division, or Chief Officers, or Directors, or Principals.
4. The Superintendent is authorized to approve contract amendments or change orders for the purchase of commodities and services up to the amount of ten (10) percent or \$50,000, whichever is less, of the original contract amount that was previously approved by the Board.

Employees who enter into agreements without authority may be personally liable for such agreements, whether oral or written.

Step 1: Contract Initiator and Vendor prepare draft contract
(School Board Attorney Office (SBAO) Template Contracts available on SBAO webpage are strongly encouraged)

Step 2: Complete Contract Review Form, attach Required Documents to include the UNSIGNED Contract by the District / School.

For Contracts using Budgeted Funds or For No Cost / Master (County Wide) Contracts:
Initiator submits Contract Review Package to Purchasing Department - See Step 3

For Contracts using Internal Funds Individual to each School:
Initiator submits Contract Review Package direct to SBAO - See Step 4

IMPORTANT

Step 3: If Funded by Budgeted Funds, submit the Contract Review Package to the Purchasing Department. Purchasing will begin the contract review process and submit the contract to the SBAO for review. SBAO may reach out to Initiator and/or other Departments (Risk, IT,) with questions or concerns and will assist with contract revisions. SBAO will send the Contract Review Package back to the Purchasing Department for final processing and the return to Initiator.

Purchasing will log "District" Contracts (Cost/No Cost) on Contract Review Log and save copy of the Contract Review Package PLUS the Final Signed Contract you've return to Purchasing in the Contract Review Team Drive.

Step 4: If Funded by Internal Account (IA), submit the Contract Review Package directly to SBAO.
Email: contractreview@myoneclay.net
The SBAO will begin the contract review process and return it directly to Initiator

Step 5: The Initiator is responsible for finalizing the Contract which includes:
Addressing Comments/Revisions, Obtaining Required Signatures, Send District Final Signed Contract to Purchasing OR Retain Internal Accounts Final Signed Contract at School per School Board Record Policy.
If there is a Cost associated with Contract, the Initiator must work with their Bookkeeper to finalize the Purchasing Process.
Budgeted Funds require a District Purchase Order. Internal Accounts require an IA Purchase Order.

For assistance with legal-related matters, please visit the [School Board Attorney's Office \("SBAO"\) webpage](#) or call 904-336-6507
For assistance with insurance-related matters, please visit the [Business Affairs - Risk Management webpage](#) or call 904-336-6745
For assistance with District Purchasing, please visit the [Business Affairs - Purchasing webpage](#) or call 904-336-6736

MEMORANDUM OF UNDERSTANDING
between the
Florida Department of Health Baker
County and
Clay County School District

This Memorandum of Understanding is entered between the Florida Department of Health, Baker County Health Department, hereinafter referred to as "FDOH, Baker County", and Clay County School District, hereinafter referred to as "School District," to provide a school-based sealant program to students in Clay County public schools.

The purpose of the School-Based Sealant Program is to reduce the incidence of dental disease by providing an effective prevention 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 Clay County Schools, will provide a school-based dental preventative program. This program provides: dental assessments, dental examinations, prophylaxis (dental cleaning), sealants, fluoride varnish, oral hygiene instructions, and referral to dental office for restorative care as needed.

RIGHTS AND RESPONSIBILITIES

I. School District agrees:

- A. To distribute dental consent forms and information provided by FDOH, Baker County and attached hereto as **Attachment I**, to parents of students in the participating Clay County Schools.
- B. To provide a location on each school campus for portable dental equipment set-up.
- C. To work with FDOH, Baker County staff to coordinate schedules of clinic times for FDOH, Baker County to provide a school-based preventative program to students in Clay County.

II. FDOH, Baker County agrees:

- A. To provide dental services for eligible students that return a form with positive consent.
- B. To provide a report indicating what services were provided and the need for any further dental treatment, which shall be sent home with each child.
- C. Dental preventative services will be rendered via portable dental equipment at participating Clay County public schools.
- D. The FDOH, Baker 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 three (3) years with a beginning date of December 1, 2021 and ending June 30, 2024.
- 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, Baker County will provide School District with a State of Florida Department of Financial Services, Division of 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. Compliance with the requirements of this paragraph shall not relieve FDOH, Baker County of its liability and obligations under this Agreement and attached hereto as **Attachment II**. 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, Baker 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. 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, Baker County may terminate this agreement upon no less than twenty-four (24) hours' notice in writing to the Clay County School District. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. FDOH, Baker County shall be the final authority as to the availability of funds.

The contact persons for each party are as follows:

Clay County School District
Kristin Riebe
23 South Green Street
Green Cove Springs, FL 32043
904-336-6874

Florida Department of Health
Patricia D. Lyons, Dental Program Manager
480 West Lowder Street
Macclenny, FL 32063
904-653-5284

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

Clay County School District

Florida Department of Health

David Broskie, Superintendent

Meaghan Crowley, Administrator

Date

Date

Attachment 1
Baker C.A.R.E.S.
(County Alliances Rendering Excellent Services)
School Based Preventative Oral Health Program

Dear Parent/Legal Guardian:

A Preventative Oral Health Program will be provided for your child at his/her school. The goal of this program is to teach each child how to properly clean his/her teeth, provide dental cleanings, fluoride treatments, and place protective sealants, if needed. Dental sealants are tooth-colored protective coatings on the chewing surfaces of healthy adult molars (back teeth).

Permission is required from one parent or the legal guardian before your child can take part in this program. If your permission is granted, your child will receive an exam, cleaning, dental sealants (if needed) and fluoride varnish. Students who are on Medicaid are eligible for this program.

A licensed dentist or licensed dental hygienist from the Florida Department of Health – Baker County will provide an assessment of your child's teeth. **Your child will not be given any sedatives, shots, medications or x-rays.** If your child has cavities, he/she will be given a letter of referral to the dental office in Baker County or you can contact your family dentist. After your child is seen, a letter will be sent home describing what was done and what follow-up care is needed.

If you would like your child to receive these services, you must:

Complete, sign, and return ALL of the attached forms to your child's homeroom teacher.

Feel free to contact our dental office if you have any questions.

**Florida Department of Health in Baker County
Dental Program
480 West Lowder Street
Macclenny FL 32063
904-259-9815**

Attachment I

Baker C.A.R.E.S. (County Alliances Rendering Excellent Services)

Florida Department of Health School Based Dental Program

The Baker County Dental Program is looking forward to coming to your child's community. The FDOH - Baker County, in cooperation with your local Health Department and School Board, will provide dental services to children. Services provided: dental exams, cleanings, fluoride treatments, and sealants. Parents who wish to have their children participate should sign the permission slip below and fill out the medical history packet and other forms attached. Please return all papers to your school nurse.

PLEASE NOTE: Your child will not be seen for a dental visit until the packet is received and eligibility is verified. Please fill out the packet LEGIBLY and NEATLY. **BE SURE TO SIGN ALL PAGES AND DO NOT LEAVE ANY BLANK SPACES or QUESTIONS UNANSWERED;** this will delay your child's care while papers are being returned to you for completion.

******RETURN IMMEDIATELY – DENTAL SERVICES ARE LIMITED******

Not all eligible children will be served due to limitations in the number of available slots. We will attempt to provide as much care as our time and resources allow.

If you have any questions, please feel free to contact our office 904-259-9815. Your school nurse can provide you with additional information as well.

Please circle which type of insurance your child has:

Circle your child's insurance : Medicaid Number _____, Florida Healthy Kids, CMS, None

I give my permission for my child _____, (legal name)

Date of Birth _____, SS# _____,

Mailing Address _____,

Phone number (daytime) () _____, Ethnicity Hispanic, Non-Hispanic, Other

Name of school child attends _____ Grade _____,

Teacher _____, to participate in the Florida Department of

Health – Baker County Dental Program.

I give permission for my child to receive dental treatment which includes examinations, cleanings and sealants that the dentist feels are appropriate.

Parent or Guardian Signature

Date

Printed Name (same as above)

Attachment II



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

**STATE RISK MANAGEMENT
TRUST FUND**

Policy Number: GL-8300

General Liability
Certificate of Coverage

Name Insured: Department of Health

General Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, and any rules promulgated thereunder.

Coverage Limits:

General Liability: \$200,000.00 each person
\$300,000.00 each occurrence

Inception Date: July 1, 2021

Expiration Date: July 1, 2022