

**FOLLOW ALL PROCEDURES ON BACK OF THIS FORM**

Contract # 250029  
Number Assigned by Purchasing Dept.



# CONTRACT REVIEW

BOARD MEETING DATE:

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: 07-30-2024 (Just received on 7-29-2024) ka  
 Name of Contract Initiator: Kristin Riebel 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 # 220067  
 Contract Term: 3-years 7-1-24-6-30-27 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**  
By Georgia at 9:10 am, Jul 31, 2024

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

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department <div style="border: 1px solid black; padding: 2px; display: inline-block;"> <b>REVIEWED</b>  <small>By Bertha Staefe at 12:11 pm, Aug 01, 2024</small> </div>	<u>No Cost</u> <hr/> <hr/> <hr/>
School Board Attorney <span style="float: right;">JPS</span> Review Date <span style="float: right;">8/19</span>	<div style="border: 1px solid black; padding: 2px; display: inline-block; color: yellow;"> <b>Approved</b> </div> <hr/> <hr/> <hr/>
Other Dept. as Necessary Review Date	<hr/> <hr/> <hr/>
PENDING STATUS: <input type="checkbox"/> YES <input type="checkbox"/> NO	<b>IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR</b>
FINAL STATUS	<div style="border: 1px solid black; padding: 5px; display: inline-block; color: green;"> <b>APPROVED</b>  <small>By Elaine at 1:53 pm, Aug 21, 2024</small> </div>

# 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](mailto: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 sealant program. This program provides: dental assessments, dental examinations, prophylaxis (dental cleaning), sealants, fluoride varnish, oral hygiene instructions, silver diamine application to arrest decay and referral to local 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 sealant 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 services, which shall be sent home with each child.
  - C. Dental 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 July 1, 2024 and ending June 30, 2027.
- 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  
Kristen Riebe, School Nurse Coordinator  
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

\_\_\_\_\_  
Jordan Duncan, Acting Health Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**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 with your Medicaid Plan number to call for a list of dentists for the restorative care 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

Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.

Ron DeSantis  
Governor

Joseph A. Ladapo, MD, PhD  
State Surgeon General

Vision: To be the Healthiest State in the Nation

Baker CARES (County Alliances Rendering Excellent Services)  
Florida Department of Health in Baker County School-Based Dental Sealant Program

School Name: \_\_\_\_\_ Teacher Name: \_\_\_\_\_ Grade \_\_\_\_\_

Dear Parent/Guardian:

FILL OUT COMPLETELY TO PREVENT DELAY IN CHILD'S APPOINTMENT

A Dental Sealant Program will be coming soon to your child's school. This program is available to students with Medicaid of all grades. A licensed Florida dentist will provide oral exams with a licensed hygienist or dental assistant providing a prophylaxis, fluoride, oral hygiene instructions, and sealants. Your child will not be given any sedatives, medications, fillings, or x-rays. A sealant is a thin plastic coating that keeps food and germs off the chewing surfaces of teeth. Sealants can protect against 85% of chewing surface cavities. Dental sealants are safe, painless, and simple to apply. Dental sealants are approved and recommended by the American Dental Association, Centers for Disease Control and Prevention, and the Florida Department of Health.

**PLEASE RETURN THIS FORM TO YOUR CHILD'S TEACHER**

\_\_\_ Yes, I give my child permission to receive a dental examination/assessment, prophylaxis (dental cleaning), sealants (if applicable), Oral Hygiene Instructions and fluoride varnish.

\_\_\_ No, I do not give permission for my child to be seen

Name of Child: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  Male  Female  Unspecified

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Race/Ethnicity:  White  Black/African American  Asian  Hawaiian/Pacific Islander  Hispanic  
 American Indian/Alaskan Native  Other

Select your child's insurance:  Medicaid Number: \_\_\_\_\_  Florida Healthy Kids  CMS  None

My child has a dentist:  Yes Name of dentist: \_\_\_\_\_ Date of last dental exam: \_\_\_\_\_  No

Child's Parent/Guardian's Name: \_\_\_\_\_ Relationship \_\_\_\_\_

Telephone Home: \_\_\_\_\_ Cell: \_\_\_\_\_ Work: \_\_\_\_\_

**CHILD'S HEALTH HISTORY**

Please check YES or NO for each of the following regarding your child's health: (check all that apply)

	YES	NO
History of rheumatic fever? <input type="checkbox"/> Heart murmur? <input type="checkbox"/> Asthma? <input type="checkbox"/>		<input type="checkbox"/>
My child needs to take antibiotics (e.g. amoxicillin) before dental care: _____	<input type="checkbox"/>	<input type="checkbox"/>
My child cannot take or is allergic to the following medications or materials: _____	<input type="checkbox"/>	<input type="checkbox"/>
My child has the following health problem(s): _____	<input type="checkbox"/>	<input type="checkbox"/>
My child is taking the following medication: _____	<input type="checkbox"/>	<input type="checkbox"/>
My child was hospitalized in the last 2 years for: _____	<input type="checkbox"/>	<input type="checkbox"/>
My child experienced the following unfavorable reaction from previous dental treatment: _____	<input type="checkbox"/>	<input type="checkbox"/>
Please add any comment or additional information: _____		

I certify that I have READ and UNDERSTAND the above questions and have answered them to the best of my knowledge. This dental care may include: cleaning, dental screening/assessment, sealants, fluoride, and oral health instructions. I understand that my child is not being provided other dental care that she/he may need. I give permission for my child to receive dental treatment which includes examinations, cleanings and sealants that the dentist feels are appropriate. I authorize the dental providers to receive payment from any insurance or any third party payor that covers the services provided to this patient. Your child may also be examined next year as part of our monitoring program. New sealants will be placed, if needed, at no charge to parent. If you have any questions, please contact our office at 904-259-9815.

PARENT/GUARDIAN SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

Florida Department of Health  
Office of the State Surgeon General  
4052 Bald Cypress Way, Bin A-00 • Tallahassee, FL 32309-1701  
PHONE: 850/245-4210 • FAX: 850/922-9453  
FloridaHealth.gov

Accredited Health Department  
National Public Health Accreditation Board

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**Vision:** To be the Healthiest State in the Nation

Patient/Student's Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Dear Parent or Guardian,

If your child is diagnosed with having active dental decay (cavities) after an oral screening/assessment by our licensed dentist or dental hygienist, he/she may qualify for this treatment depending on the location and severity of the decay. Please read this form in its entirety before signing the consent. If you have any questions regarding this treatment, please contact our dental clinic at 904-259-9815. Please return the signed form to your child's homeroom teacher or school nurse. If you do not wish to consent, simply leave this page blank or do not return it. This treatment will not be performed on your child unless we have received this form, signed.

**Facts for consideration:**

- Silver diamine fluoride (SDF) is a liquid that helps stop tooth decay. SDF may need to be applied more than once.
- A dentist or dental hygienist will dry the tooth and place a small amount of SDF on the decayed tooth area.
- The decayed area will stain black permanently. Healthy tooth structure will not stain.
- SDF will only be applied to posterior (back) teeth that qualify for treatment.
- At a later date, a dentist will examine the tooth to evaluate the need for another application, or to cover the tooth with a glass-ionomer (tooth-colored) filling (temporary; no numbing or drilling is required) if eligible.
- Your child should not be treated with SDF if;
  - 1) They are allergic to silver. 2) There are painful sores or raw areas on their gums or anywhere in their mouth.

**Benefits of receiving SDF:**

- Helps stop tooth decay.
- Do not need to numb teeth/painless
- Fast working

**Risks of receiving SDF:**

- The affected area will stain black permanently, but this means the SDF is working.
- Tooth-colored fillings and crowns may discolor if SDF is applied to them.
- If accidentally applied to the skin or gums, a brown or white stain may appear that causes no harm and will disappear.
- Allergic reaction. • Risk that the procedure will not stop the decay. Not every cavity can be treated with SDF.

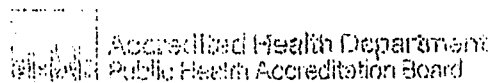
**Alternatives to SDF, not limited to the following:**

- No treatment, which will lead to continued break down of the tooth. Symptoms will get worse.
- Placement of fillings or crowns, extractions or referral to a specialist.

I have read this form. I understand the treatment and have had the chance to ask questions. I understand that alternate treatment options such as fillings, crowns, and extractions may be available at another dental office, but prefer preliminary treatment in the school. I understand that I may refuse treatment with SDF. I consent and authorize the Florida Department of Health - Baker County Health Department Dental Staff and their representative, to use Silver Diamine Fluoride to help stop tooth decay.

Signature of parent/guardian \_\_\_\_\_ Date \_\_\_\_\_

**Florida Department of Health**  
**Office of the State Surgeon General**  
4052 Bald Cypress Way, Bin A-00 • Tallahassee, FL 32399-1701  
PHONE: 850.245-4213 • FAX: 850.922-9453  
FloridaHealth.gov





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**Contact Information**

**Baker County Health Department Dental Program**

Dentist for the Department of Health

Dr. Tara Hackney

Florida License Number-DN11888

Contact Number during work hours: 904-653-5227

Contact Number for after hours emergencies: 904-259-6291

- Diagnosis of tooth decay/cavities, soft tissue disease, oral cancer, temporomandibular joint disease (TMJ), and dentofacial malocclusions can only be completed by a dentist in the context of delivering a comprehensive dental examination with x-rays.



