

**PALM BEACH COUNTY**

**BOARD OF COUNTY COMMISSIONERS**

## AGENDA ITEM SUMMARY

**Meeting Date: November 21, 2006**

[X]

## Consent

**[ ] Regular**

11

## Workshop

☐ Public Hearing

Department

**Submitted By:** Community Services

**Submitted For: Head Start/Early Head Start & Children's Services**

## I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** Contract for Consulting/Professional Services with Edward L. Peters, D.D.S., for the period of November 21, 2006 through September 30, 2007, in an amount of \$5,000, for dental services to non-Medicaid and uninsured Head Start children.

**Summary:** Edward L. Peters, D.D.S. will provide dental examinations and treatment services to non-Medicaid and uninsured Head Start children. Funding consists of \$4,000 (80%) Federal funds and \$1,000 (20%) County funds. The County's portion is included in the FY 2007 budget. (Head Start) Countywide (TKF)

**Background and Justification:** The Head Start Grant Agreement mandates that dental examinations and treatment services be available for eligible Head Start children who are not covered by Medicaid and/or uninsured. Fees are based on the Head Start dental fee schedule. The dental provider is required to bill Medicaid for payment of services provided to children who are Medicaid recipients. Palm Beach County purchasing code exempts professional medical services from the formal bid process. To satisfy the Ordinance requirements related to competitive procurement, more than 50 letters were sent to secure other dentists. Dr. Peters has been under contract for more than five years to provide dental services to the Head Start children.

**Attachments:** Contract for Consulting/Professional Services with Edward L. Peters, D.D.S.

**Recommended by:**

Department Director

Date \_\_\_\_\_

**Approved by:**

Assistant County Administrator

Date \_\_\_\_\_

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>5,000</u>	_____	_____	_____	_____
External Revenues	<u>(4,000)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>1,000</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (CUMULATIVE)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No \_\_\_\_\_  
Budget Account No.: Fund 1002 Dept. 147 Unit 1451 Object 3118  
Program Code HD29

### B. Recommended Sources of Funds/Summary of Fiscal Impact:

Funding through Head Start grant - 80% from Health and Human Services (HHS), and 20% from Palm Beach County

### C. Departmental Fiscal Review. *Real*

## III. REVIEW COMMENTS

### A. OFMB Fiscal and/or Contract Administration Comments:

*Elizabeth Boesh*  
OFMB/Budget  
11/14/06  
*mm*  
11/14/06  
*mm*  
11-9-06

*Dr. J. Jacob* 11/15/06  
Contract Development and Control  
*B. Jones* 11/15/06

### B. Legal Sufficiency:

*J. [Signature]* 11/17/06  
Assistant County Attorney

This Contract complies with our  
contract review requirements.

### C. Other Department Review:

\_\_\_\_\_  
Department Director

This summary is not to be used as a basis for payment.

## **CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES**

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Edward L. Peters, D.D.S. [x] an individual, [ ] a partnership, [ ] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 259-64-7718.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

### **ARTICLE 1 - SERVICES**

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of Dental Services, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Dr. Carmen A. Nicholas, Head Start Director, telephone no. (561) 233-1611.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be Edward L. Peters, D.D.S., telephone no. (561) 842-8911.

### **ARTICLE 2 - SCHEDULE**

The CONSULTANT shall commence services on November 21, 2006 and complete all services by September 30, 2007.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

### **ARTICLE 3 - PAYMENTS TO CONSULTANT**

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of Five Thousand Dollars (\$5,000). The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items is permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the

Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

- C. "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed Zero Dollars (\$0), and in accordance with the list of the types and amounts of expenditures eligible for reimbursement as set forth in Exhibit "B". All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

#### **ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

#### **ARTICLE 5 - TERMINATION**

This Contract may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.

- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 6 - PERSONNEL**

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONSULTANT'S personnel (and all Subcontractors) while on County premises will comply with all COUNTY requirements governing conduct, safety and security.

#### **ARTICLE 7 - SUBCONTRACTING**

Subcontracting is not authorized under this Contract.

#### **ARTICLE 8 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

## **ARTICLE 9 - AVAILABILITY OF FUNDS**

The COUNTY'S performance and obligation to pay under this contract for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

## **ARTICLE 10 - INSURANCE**

- A. CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.
- B. **Commercial General Liability** CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than \$500,000 each occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.
- C. **Worker's Compensation Insurance & Employers Liability** CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.
- D. **Professional Liability** CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 per occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. CONSULTANT shall provide this coverage on a primary basis.
- E. **Additional Insured** CONSULTANT shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." CONSULTANT shall provide the Additional Insured endorsements coverage on a primary

basis.

- F. **Waiver of Subrogation** CONSULTANT hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.
- G. **Certificate(s) of Insurance** Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.
- H. **Umbrella or Excess Liability** If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- I. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

#### **ARTICLE 11 - INDEMNIFICATION**

CONSULTANT shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONSULTANT.

#### **ARTICLE 12 - SUCCESSORS AND ASSIGNS**

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

#### **ARTICLE 13 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### **ARTICLE 14 - CONFLICT OF INTEREST**

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the



CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

#### **ARTICLE 15 - EXCUSABLE DELAYS**

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

#### **ARTICLE 16 - ARREARS**

The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

#### **ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONSULTANT shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

#### **ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

#### **ARTICLE 19 - CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

#### **ARTICLE 20 - ACCESS AND AUDITS**

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

#### **ARTICLE 21 - NONDISCRIMINATION**

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

## **ARTICLE 22 - AUTHORITY TO PRACTICE**

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

## **ARTICLE 23 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

## **ARTICLE 24- PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

## **ARTICLE 25 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

## **ARTICLE 26 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Dr. Carmen A. Nicholas, Director  
Division of Head Start & Children Services  
3323 Belvedere Rd., Bldg. 501B  
West Palm Beach, Florida 33406

With copy to:

Palm Beach County Attorney's Office  
301 North Olive Ave.  
West Palm Beach, Florida 33401

If sent to the CONSULTANT, notices shall be addressed to:

Edward L. Peters, D.D.S.  
51 E. Blue Heron Blvd.  
Riviera Beach, Florida 33404

## **ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

## **ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK**

The CONSULTANT shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONSULTANT'S employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274. The CONSULTANT acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONSULTANT shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

**ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS:**

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

ATTEST:  
SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY  
BOARD OF COUNTY  
COMMISSIONERS:

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
~~Tony Masilotti, Chairman.~~  
Addie L. Greene, Chairperson

WITNESS:

CONSULTANT:

Nikole K. Harrell, HSC  
Signature  
Nikole K. Harrell  
Name (type or print)

Edward L. Peters, D.D.S.  
Signature  
Edward L. Peters, D.D.S.  
Typed Name

Owner  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS  
By Edward L. Peters  
Department Head

By \_\_\_\_\_  
County Attorney

**EXHIBIT "A"**  
**SCOPE OF WORK**

I. RESPONSIBILITIES AND DESCRIPTION OF SERVICES TO BE PROVIDED BY DENTIST:

- A. THE DENTIST WILL provide dental services in accordance with the Head Start reduced dental fee schedule.

The routine use of pre-sedative and nitrous oxide  
Analgesia prior to and during dental treatment is not  
routinely encouraged in Head Start programs.

- B. THE DENTIST WILL complete the Dental Health Record, Form #5, numbers 9-12 including the Dentist Signature or Signature Stamp; or the Dental Claim Form, (c) American Dental Association, including the Dentist Signature or Signature Stamp; or other dental forms that document the dental examination and treatment services provided with dates including the Dentist Signature or Signature Stamp. All forms used must state whether the services are complete or incomplete.
- C. THE DENTIST WILL give block appointments to Head Start children at least once a week.
- D. THE DENTIST WILL verify Medicaid status of the children prior to dental services.
- E. THE DENTIST WILL bill Medicaid for services to eligible Head Start children.
- F. THE DENTIST WILL provide emergency dental care for all the Head Start children.
- G. THE DENTIST WILL complete dental treatment services on all children prior to the last month of the school year (July).
- H. THE DENTIST WILL INFORM Head Start administrative staff of the next scheduled appointments and dental status of the Head Start children.
- I. THE DENTIST WILL give Head Start administrative staff a written estimate of the costs of dental treatment before treatment services are begun.

II. RESPONSIBILITIES AND DESCRIPTION OF SERVICES TO BE PROVIDED BY HEAD START.

HEAD START WILL provide the Dental Health Record Form #5 to the dentist with numbers 1-7 to be completed.

HEAD START WILL obtain a signed parent/guardian consent form prior to the first scheduled visit.

HEAD START WILL complete dental history form or other form(s) that the Dentist needs to provide services with the authorization of the parents.

HEAD START WILL schedule appointments with the dental office. Occasionally, Head Start staff will complete a referral for the parent/guardian to schedule appointments.

HEAD START WILL provide transportation services for the Head Start children.

HEAD START WILL notify the Dentist immediately, if cancellation of a scheduled appointment is necessary.

The remainder of this page intentionally left blank



**EXHIBIT "B"**  
**SCHEDULE OF PAYMENTS**

The Scope of Work to be completed by CONSULTANT as defined in Exhibit "A" consists of specific completion phases which shall be clearly identified on a phase-by-phase basis upon submission to the COUNTY of certain "deliverables" \* as expressly indicated below. Compensation for the work tasks stated herein shall be in accordance with the following Schedule of Payments:

**III. PAYMENT PROCEDURES**

- A. THE DENTIST WILL bill Head Start for services provided to non-medicaid, or uninsured children in accordance with the Head Start dental fee schedule.
- B. The Dental Health Record, Form #5; or Dental Claim Form, (c) American Dental Association, including the Dentist's Signature or Signature Stamp; or other dental form(s) that document the dental examination and treatment services provided with dates including the Dentist's Signature or Signature Stamp must accompany the invoice statement, and be submitted to the Health Services Coordinator.

The form must state the specific services provided, date(s) service performed, charge for services and including whether the services are incomplete or incomplete.

The invoice must be on the Dentist's letterhead and include charges for each child and an overall total requested amount.

- C. Authorization for all services shall be obtained in writing from the Director of Community Services, the Director of Head Start and Children Services, or their designee,(Health Services Coordinator).

**PALM BEACH COUNTY HEAD START  
DENTAL FEE SCHEDULE**

**Effective Dates**

**11/ 21 / 06 - 09/ 30 / 07**

<u>Description of Work</u>	<u>Fee ( dollar )</u>
INITIAL ORAL EXAMINATION -----	16.00
ORAL EXAMINATION -----	15.00
FULL MOUTH X - RAY -----	32.00
PERI-APICAL X- RAYS - FIRST FILM -----	4.00
PERI-APICAL X - RAYS - EACH ADDITIONAL FILM -----	3.00
OCCLUSAL X-RAY - -----	8.00
BITE-WING X- RAY - SINGLE FILM -----	6.00
BITE-WING X- RAY TWO FILMS -----	9.00
BITE-WING X- RAY FILM - FOUR FILM -----	11.00
PROPHYLAXIS -----	14.00
FLUORIDE APPLICATION ( EXCLUDING PROPHY ) -----	11.00
ORAL HYGIENE INSTRUCTION -----	6.00
SCALING ( PER QUADRANT )-----	20.00
SEALANT PER TOOTH -----	13.00
SPACE MAINTAINER - FIXED UNILATERAL-----	72.00
SPACE MAINTAINER FIXED BILATERAL -----	117.00
AMALGAM ONE SURFACE -----	31.00
AMALGAM TWO SURFACES -----	41.00
AMALGAM THREE SURFACES -----	51.00
AMALGAM FOUR OR MORE SURFACE -----	61.00
COMPOSITE RESIN - ONE SURFACE , ANTERIOR -----	39.00
COMPOSITE RESIN - TWO SURFACES , ANTERIOR -----	44.00
COMPOSITE RESIN - THREE SURFACES , ANTERIOR -----	51.00
COMPOSITE RESIN - FOUR OR MORE SURFACES -----	72.00
COMPOSITE RESIN CROWN -----	72.00
CROWN RESIN ( LABORATORY ) -----	77.00

CROWN RESIN W/ BASE METAL -----	85.00
RE-CEMENT CROWN -----	17.00
STAINLESS STEEL CROWN -----	68.00
SEDATIVE FILLING -----	18.00
PIN RETENTION , IN ADDITION TO RESTORATION -----	2.00
PREFABRICATED POST & CORE IN ADDT. TO CROWN -----	53.00
TEMPORARY ( FRACTURE TOOTH ) -----	42.00
PULP CAP - DIRECT ( EXCLUDING FINAL RESTORATION ) -----	13.00
PULP CAP - INDIRECT ( EXCL. FINAL RESTORATION ) -----	11.00
THERAPEUTIC PULPOTOMY ( EXCL. FINAL RESTORATION ) -----	50.00
ANTERIOR ROOT CANAL -----	148.00
BICUSPID ROOT CANAL -----	190.00
MOLAR ROOT CANAL THERAPY -----	235.00
EXTRACTION, SINGLE TEETH -----	27.00
SURGICAL REMOVAL OR ERUPTED TOOTH -----	40.00
EXTRACTION , ADDITIONAL TOOTH -----	22.00
BEHAVIOR MANAGEMENT -----	24.00

The remainder of this page intentionally left blank

**Edward L. Peters, D.D.S.  
51 E. Blue Heron Boulevard  
Riviera Beach, Florida 33404  
(561) 842-8911**

**Date: September 5, 2006**

**To: Palm Beach County Board of County Commissioners  
301 North Olive Avenue  
West Palm Beach, FL 33401**

**Re: Worker's Compensation Insurance & Employers Liability  
For the 2006-2007 Contract for Consulting/Professional Services**

**This note is to verify that I do not require worker's compensation due to only having two persons employed in my office.**

**All services rendered for Head Start children are conducted at my office (51 E. Blue Heron Blvd., Riviera Beach, FL); Therefore we do not require automobile liability due to the fact that these children are not being transported to nor from my office by my staff.**

**If you have any further questions or concerns, please contact me.**

**Sincerely,**



**Edward L. Peters, D.D.S.**

**EDWARD L. PETERS, D.D.S.  
51 E Blue Heron Boulevard  
Riviera Beach, Florida 33404**

## ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE  
05-17-2006

## PRODUCER

ARTHUR J GALLAGHER & CO/PHS  
225713 P: (866) 467-8730 F: (877) 538-8526  
PO BOX 29611  
CHARLOTTE NC 28229THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION  
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE  
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR  
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURERS AFFORDING COVERAGE

INSURER A: Hartford Casualty Ins Co  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

## INSURED

EDWARD L. PETERS, DDS  
51 E. BLUE HERON BLVD.  
WEST PALM BEACH FL 33404

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING  
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR  
MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH  
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Liab	21 SBM NM9510	07/14/06	07/14/07	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO- JECT <input checked="" type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS OTH- ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:

Use usual to the Insured's Operations. Certificate holder is named as  
Additional Insured per form SS00008.

## CERTIFICATE HOLDER

☒

ADDITIONAL INSURED; INSURER LETTER:

A

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE  
EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL  
30 DAYS WRITTEN NOTICE (10 DAYS FOR NON-PAYMENT) TO THE CERTIFICATE  
HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO  
OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR  
REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Palm Beach County Board of Commissioners  
301 North Olive Avenue  
West Palm Beach, Florida

RD 25-S (7/97)

© ACORD CORPORATION 1988

PRODUCER

THE REDWOODS GROUP  
210 University Drive #600  
Coral Springs, FL 33071

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A

NATIONAL UNION FIRE INS. CO. OF PITTS

COMPANY LETTER B

INSURED

EDWARD L PETERS, DDS  
51 E BLUE HERON BOULEVARD  
RIVIERA BEACH FL 33404

COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MMDDYY)	POLICY EXPIRATION DATE (MMDDYY)	LIMITS
GENERAL LIABILITY				GENERAL AGGREGATE
COMMERCIAL GENERAL LIABILITY				PRODUCTS/COMPOP AGG.
CLAIMS MADE OCCUR				PERSONAL & ADV. INJURY
OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE
				FIRE DAMAGE (Any one fire)
				MED. EXPENSE (Any one person)
AUTOMOBILE LIMITS				COMBINED SINGLE LIMIT
ANY AUTO				BODILY INJURY (Per person)
ALL OWNED AUTOS				BODILY INJURY (Per accident)
SCHEDULED AUTOS				PROPERTY DAMAGE
HIRED AUTOS				
NON-OWNED AUTOS				
GARAGE LIABILITY				
EXCESS LIABILITY				EACH OCCURRENCE
				AGGREGATE
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY LIMITS
				EACH ACCIDENT
				DISEASE-POLICY LIMIT
				DISEASE-EACH EMPLOYEE
OTHER DENTAL PROFESSIONAL LIABILITY	DCM-3261367	05/01/06	05/01/07	\$500,000 EACH CLAIM \$1,500,000 AGGREGATE

NOTATION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CLAIMS MADE POLICY. RETRO DATE IS 05/01/92.

NOTATION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

as usual to the Insured's Operations. Certificate holder is named as additional insured per form SS00008.

CERTIFICATE HOLDER : X ADDITIONAL INSURED; INSURER LETTER: A

CANCELLATION

Palm Beach County Board of Commissioners  
301 North Olive Avenue  
West Palm Beach, Florida

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL endeavor to MAIL 30 DAYS WRITTEN NOTICE (10 DAYS FOR NON PAYMENT) TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Richard S. Barlowe*

1-25-97 (7/97)

ACORD CORPORATION 1988