



# District School Board of Pasco County

20430 Gator Lane • Land O' Lakes, Florida 34638 • 813/794-2221

Heather Fiorentino, Superintendent

[www.pasco.k12.fl.us](http://www.pasco.k12.fl.us)

Department of Purchasing  
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June 15, 2010

## MEMORANDUM

**TO:** Honorable School Board Members

**FROM:** Kendra Goodman, CPPO, CPPB, Purchasing Agent *Kdg*

**RE:** Dental Provider Agreement  
Drs. Howell, Whitehead & Associates d/b/a/Tooth Caboose

In the past, The School District has utilized dental provider agreements to provide Head Start and Early Head Start children dental services. The attached agreement has been developed to comply with the requirements of State Statute 1304.20 (c) (3) (i) and (ii), Head Start Performance Standards, for children to be screened for dental needs with follow-up services (see attached memo).

The specific services are outlined in the agreement and are attached for your perusal. It is anticipated that annual expenditures will be \$25,000. The services covered under this contract are considered professional services and are therefore exempt from the competitive pricing requirements as outlined in DOE's Section 6A-1.012. This contract will commence on August 1, 2010 and will continue through July 31, 2011.

At this time, we respectfully request your approval to enter into the attached agreement with the above referenced facility for the Head Start and early Head Start dental needs. Should you have any questions regarding this matter, please contact Beth Rawls. If you have any purchasing related questions regarding this agreement, please contact me.

Attachment (1)



# District School Board of Pasco County

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638 • 813/794-2000

Heather Fiorentino, Superintendent

www.pasco.k12.fl.us

Memo # PRK-051-09/10

Contact: Beth E. Rawls *BER*

Ext.# 42732

DATE: June 15, 2010

TO: HONORABLE SCHOOL BOARD MEMBERS

FROM: Heather Fiorentino, Superintendent  
Ruth B. Reilly, Assistant Superintendent for Curriculum and Instructional Services

SUBJECT: **Approval of the 2010-11 Head Start/Early Head Start and Voluntary Pre-K (VPK)/Title I Dental Provider Agreement with Drs. Howell, Whitehead and Associates, D/B/A Tooth Caboose**

## History

The Head Start and Early Head Start grants require that children be screened for dental needs and that follow-up be provided as needed. Head Start Performance Standards 1304.20 (c) (3) (i) & (ii), require dental follow-up to ensure that a child's teeth and gums are healthy and that dental health problems do not affect a child's overall health. Early Head Start and Head Start funds "may be used for professional and medical services when no other source of funding is available." When grant funds are used for such services, written documentation must be provided to demonstrate efforts to access other available sources of funding. The dental agreements are necessary to document the willingness of individual community health providers to charge Head Start and Early Head Start Medicaid rates for their services.

## Description

Doctors Howell, Whitehead and Associates, D/B/A Tooth Caboose have agreed to continue providing services at Medicaid rates to enrolled children. The agreement is necessary in order to satisfy health services requirements for Head Start, Early Head Start, and dually funded VPK/Title I.

## Action Requested

Approval of Head Start/Early Head Start and Voluntary Pre-K (VPK)/Title I Dental Provider Agreement with Drs. Howell, Whitehead and Associates, D/B/A Tooth Caboose is necessary in order to satisfy health services requirements.

## Conclusion

The staff respectfully requests the approval of the 2010-11 Head Start/Early Head Start and Voluntary Pre-K (VPK)/Title I Dental Provider Agreement with Drs. Howell, Whitehead and Associates, D/B/A Tooth Caboose.

**DISTRICT SCHOOL BOARD OF PASCO COUNTY**

**Agreement between Head Start/Early Head Start and Voluntary  
Pre-K/ Title I Programs  
And  
Drs. Howell, Whitehead & Associates, D/B/A Tooth Caboose  
2010-2011**

**DISTRICT SCHOOL BOARD OF PASCO COUNTY  
HEAD START/EARLY HEAD START AND VPK/TITLE I  
PARTNERSHIP AGREEMENT WITH DRs. HOWELL, WHITEHEAD & ASSOCIATES, D/B/A TOOTH  
CABOOSE**

**2010-2011 FISCAL SCHOOL YEAR**

Pasco County Prekindergarten Services and the Drs. Howell, Whitehead & Associates, D/B/A Tooth Caboose agree to work together to provide dental services for children enrolled in Head Start/Early Head Start and Voluntary Pre-K (VPK)/Title I during the 2009-2010 fiscal school year, August 1 - July 31. NO APPOINTMENTS CAN BE SCHEDULED AND NO TREATMENTS CAN BEGIN BEFORE AUGUST 1.

Funds to reimburse services are provided by the Federal Head Start/Early Head Start grants and the Florida VPK Program for those children who do not have current Medicaid eligibility or other health insurance.

The dentist/agency agrees to provide services as outlined in the dental treatment guidelines, (attached with this contract), which include the following policies:

1. Services for uninsured children will be reimbursed at Medicaid rates.
2. Medicaid rate payment will be accepted as payment in full for covered services.
3. Services provided will follow Head Start/Early Head Start dental treatment guidelines.
4. **Prior approval** will be obtained for treatment costing greater than \$500 by mailing the estimate of treatment to the program bookkeeper for separate purchase order approval.
5. Prekindergarten Services will be provided a signed summary of services at the end of each appointment showing the charges for the services.
6. All purchase orders will be closed and no longer usable for appointment dates/charges after July 31 of the program year. Outstanding bills cannot be accepted for payment after Aug. 31 of the program year.


I have read the above, and agree to provide dental services to children enrolled in Pasco County Head Start/Early Head Start and VPK/Title I as outlined therein.

  
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Teengie Osteen  
Drs. Howell, Whitehead & Associates  
D/B/A Tooth Caboose.  
2005 Thonotosassa Rd.  
Plant City, FL 33563

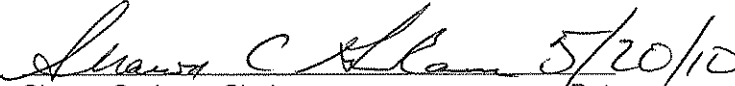
5/3/10  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Beth E. Rawls, Director  
Prekindergarten Services

4/29/10  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Kendra Goodman, CPPB  
Purchasing Agent  
District School Board of Pasco County

6/1/10  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Shawn Graham, Chairman  
Head Start/Early Head Start Policy Council

5/20/10  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Allen Altman, Chairman  
District School Board of Pasco County

\_\_\_\_\_  
Date



Attachment A – Drs. Howell, Whitehead & Associates D/B/A Tooth Caboose

A) This contract is subject to Act of God or government regulation, disaster, strikes, civil disorder, or other emergency making it illegal or impossible to provide facilities or hold the events. Should Drs. Howell, Whitehead & Associates D/B/A Tooth Caboose cancel this contract for reasons other than Act of God, etc., and another date time cannot be mutually agreed upon, Drs. Howell, Whitehead & Associates D/B/A Tooth Caboose shall refund all monies (including deposits) to the School Board.

In addition, when the Department of Homeland Security issues a "Red Alert Status," the District School Board of Pasco County has the right to cancel this agreement without penalty and Drs. Howell, Whitehead & Associates D/B/A Tooth Caboose shall refund all monies (including deposits) to the School Board within thirty (30) calendar days.

B) As provided for under common law, and to the extent specifically authorized by Section 768.28, Florida Statutes, Drs. Howell, Whitehead & Associates D/B/A Tooth Caboose hereby agrees to indemnify and hold the District harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of (vendor name) and which are not caused or materially contributed to by any officer, employee, agent or other representative of the District.

C) Termination of Contract: This contract may be terminated when it is in the best interest of the District within 30 days notice. Contracts cancelled by the vendor because of non-performance may result in exclusion from participating on any other similar contracts offered by any public school in Pasco County, FL. Contracts cancelled because of non-performance will be excluded from future business with the District for the full term of the contract plus one year.

D) Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the appropriate Court in and for Pasco County, State of Florida.

E) This contract is governed by the laws put forth by the State of Florida.


F) The School Board normally issues payment for services within 30 days from receipt of invoices, provided the services have been received in a satisfactory and proper manner. No advance payments will be made.

G) The company and/or individual shall remain independent and not an employee or agent of the Board for the purpose of providing services not otherwise available to the Board.


H) Drs. Howell, Whitehead & Associates D/B/A Tooth Caboose shall not assign, sublet, or otherwise dispose of, without first obtaining the written consent of the Board, any portion of services to be performed under this Contract.

I) Drs. Howell, Whitehead & Associates D/B/A Tooth Caboose shall comply with all applicable laws, ordinances, codes, and statutes of any and all local, state, or national governing bodies included within this section. Drs. Howell, Whitehead & Associates D/B/A Tooth Caboose shall comply with the regulations of the Civil Rights Act of 1964, in which no person in the United States shall on the grounds of race, creed, color, or national origin be excluded from participation in or be denied the proceeds of, or be subject to discrimination in the performance of this Contract.

J) **Children receiving treatment at Drs. Howell, Whitehead & Associates D/B/A Tooth Caboose will be accompanied at all times by a parent or by a level II screened employee of the District School Board of Pasco County.**

 5/3/10  
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Teengie Osteen Date

Drs. Howell, Whitehead & Associates  
D/B/A Tooth Caboose

 6/1/10  
\_\_\_\_\_  
Kendra Goodman, CPPB Date  
Purchasing Agent  
District School Board of Pasco County

  
\_\_\_\_\_  
Beth E. Rawls, Director Date  
Prekindergarten Services

Up-dated 10/13/09