

## SARASOTA COUNTY GOVERNMENT HUMAN SERVICES PROGRAM CONTRACT

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This contract, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **Sarasota County**, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY," and **School Board of Sarasota County, Florida**, a body corporate under Florida law, hereinafter referred to as the "School Board."

WITNESSETH:

WHEREAS, pursuant to Chapter 125, Florida Statutes, and the Sarasota County Charter, the COUNTY is authorized to enter into contracts for the provision of services which promote the common interests and health, safety and welfare of residents of Sarasota County; and

WHEREAS, the School Board represents and warrants that it is a body corporate existing under the laws of the State of Florida for the purpose of providing public education which is of common interest and benefit to residents of Sarasota County; and

WHEREAS, the COUNTY and the School Board desire to enter into a contract under which the School Board will provide certain educational services for the benefit of the residents of Sarasota County; and

WHEREAS, the funding provided for herein by the COUNTY will assist the School Board with those expenditures incurred in performing the specific program services described herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto do mutually agree as follows:

### I. SCOPE OF SERVICES, GENERAL TERMS, AND CONDITIONS

- A. During the term of this contract, the School Board hereby agrees to provide those specific program services described herein, and in accordance with the terms hereinafter set forth and the requirements, conditions, and instructions contained in **Attachment A, Scope of Services and Performance Measures**, attached hereto and made a part hereof by reference. Funding provided under this contract shall be utilized for the purpose of providing reasonably necessary program services as defined by the COUNTY for the exclusive benefit of Sarasota County residents.
- B. The School Board has authorized the corporate officer named herein to legally bind the organization to this contract.

### II. COMPENSATION AND METHOD OF PAYMENT

- A. This is a fixed price (unit cost) contract. The COUNTY shall pay the School Board for the delivery of service units provided in accordance with the terms of this contract. No funds shall be advanced by the COUNTY to or on behalf of the School Board. During the term of this contract, the COUNTY agrees to pay the School Board for the purchase of services described in this section a sum not to exceed:

<b>SERVICE:</b>	<b><u>Workforce Readiness Classes for VIP-ER Program Participants</u></b>
<b>AWARD AMOUNT:</b>	<b><u>\$10,282</u></b>
<b>WRITTEN AWARD AMOUNT:</b>	<b><u>Ten thousand two hundred eighty-two dollars</u></b>

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**RATE:** \$106.00  
**UNITS PURCHASED:** 97

Funds shall be used to purchase Workforce Readiness classes for participants in the VIP-ER program. The unit of service is defined as a class.

**SERVICE:** General Educational Development (GED) Classes for VIP-ER Program Participants  
**AWARD AMOUNT:** \$9,322  
**WRITTEN AWARD AMOUNT:** Nine thousand three hundred twenty-two dollars  
**RATE:** \$186.44  
**UNITS PURCHASED:** 50

Funds shall be used to purchase GED classes for participants in the VIP-ER program. The unit of service is defined as a class.

- B. In order to request payment, the School Board shall deliver to Sarasota County Human Services an invoice for costs incurred in the performance of this contract. The COUNTY reserves the right to request additional information as deemed necessary. All requests for payment must be based upon the actual expenses that occur during the contract period.
- C. Eligibility of costs for payment purposes shall be determined solely by the COUNTY. The COUNTY assumes no obligation to provide financial support of any type whatsoever in excess of the total amount of this contract, or for any purpose other than that referenced in Section I.
- D. If the COUNTY determines that the School Board has been paid in excess of that amount required as referenced in Section II, the School Board shall be required to refund to the COUNTY those funds in question.
- E. Payment shall be made in accordance with the Florida Prompt Payment Act, Sections 218.70, et. seq., Florida Statutes.

### III. TERM OF CONTRACT

The term of this contract shall be for the period commencing October 1, 2010 and ending September 30, 2011, unless reporting, audit, refund, or other contract requirements have not been met, and subject to the right of the COUNTY to cancel as provided herein.

### IV. ALLOWABLE AND NON-ALLOWABLE COSTS

Funds provided for a specific fiscal year may not be utilized to defray expenses or obligations incurred during any period(s) preceding the effective beginning date of the Human Services contract or subsequent to the effective ending date of the contract as referenced herein. The COUNTY reserves the right to make individual determinations of the eligibility of certain program costs.

The COUNTY reserves the right to refuse to provide funds or to pay for any expense incurred by the organization that is not in the best interest of the citizens of Sarasota County, or does not fulfill a public purpose, as determined by the COUNTY. The COUNTY reserves the right to refuse to pay an organization for any costs not specifically identified in the Scope of Services.

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### V. REPORTING REQUIREMENTS, REMEDIES, AND BILLING PROCEDURES

The School Board shall submit payment request forms and accompanying reports to the COUNTY at least quarterly, but no sooner than monthly for eligible costs (as defined by the COUNTY) incurred as referenced in Section I.

The School Board shall provide program performance reports to the COUNTY monthly for those program services provided during the term of this contract, as referenced in Section I. These reports are required for each month, providing the COUNTY with a picture of the entire year of service provision by program for the SCHOOL BOARD.

Monthly performance reports must be submitted within ten (10) days following the end of each month. Payment requests must be submitted within 30 days following the end of the quarter. The COUNTY reserves the right to refuse to approve any payment request received more than 30 days after the close of the quarter.

### VI. INDEMNIFICATION

The School Board as a governmental agency has absolutely no statutory power to grant indemnification. The School Board as a State agency or subdivision, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in Section 768.28, Florida Statutes, for its negligent acts or omissions or intentional tortuous acts which results in claims or suits against the COUNTY and agrees to be liable to the maximum extent as set forth in Section 768.28, Florida Statutes for any damages proximately caused by said acts or omissions. Nothing herein shall be construed to be a waiver of sovereign immunity by the School Board. Nothing herein shall be construed as consent by the School Board or subdivisions of the State of Florida to be sued by third parties in any matter arising out of this contract.

### VII. INDEPENDENT CONTRACTOR

The School Board agrees that it is an independent contractor of the COUNTY and not an agent or employee of the COUNTY.

### VIII. INSURANCE

The School Board is self-insured for all liability claims and related expenses pursuant to the provisions of Florida Statute 768.28. The School Board's interests, as they may appear, will be protected under the provisions of Florida Statute 768.28.

### IX. ASSURANCES, CERTIFICATIONS, AND COMPLIANCE

The School Board agrees that compliance with these assurances and certifications constitutes a condition of continued receipt of or benefit from funds provided through this contract, and that it is binding upon the School Board, its successors, transferees, and assignees for the period during which services are provided. The School Board further assures that all contractors, subcontractors, sub-grantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those

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participants or employees in violation of statutes, regulations, guidelines and standards. By acceptance of this funding, the School Board assures and certifies the following:

- A. The School Board, in the performance of this contract, shall comply with all applicable laws, ordinances and regulations of the United States, the State of Florida, the COUNTY, and the municipalities as said laws, ordinances and regulations exist and are amended from time to time. In entering into this contract, the COUNTY does not waive the requirements of any COUNTY or local ordinance or the requirements of obtaining any permits or licenses that are normally required to conduct business or activity contemplated by the School Board.
- B. That it will comply with the Americans with Disabilities Act of 1990, P.L. 101-336, as may be amended, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
- C. That it will comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, P.L. 104-191, 45CFR parts 160 and 164, as it may be amended, which protects the privacy and security of Protected Health Information.

### X. CONTRACT ADMINISTRATOR

All notices, information, or requests for payment required or permitted to be sent under the terms of this contract shall be addressed to the Contract Administrator for this program as follows, or to the party as subsequently identified to the School Board by the Contract Administrator in writing:

Nancy DeLoach, Contracted Human Services Program Supervisor  
Sarasota County Human Services  
2200 Ringling Boulevard  
Sarasota, FL 34237  
941-861-2576  
941-861-2572 FAX  
[ndeloach@scgov.net](mailto:ndeloach@scgov.net)

### XI. AMENDMENTS

This contract, including its exhibits and other documents specifically referenced, represents the whole and total agreement of the parties. Modifications of this contract will be valid only if in writing, signed by both parties, and incorporated into this contract.

### XII. CANCELLATION

The COUNTY may at any time and for any reason cancel this contract by giving twenty-four (24) hours written notice to the School Board following a determination by the Board of County Commissioners, at its sole discretion, that such cancellation is in the best interest of the people of the COUNTY. From the date of cancellation, neither party shall have any further obligation hereunder except as otherwise provided herein.

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

**SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

TYPED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

Approved for Legal Content  
November 3, 2010, by Matthews, Eastmoore,  
Hardy, Crauwels & Garcia, Attorneys for  
The School Board of Sarasota County, Florida  
Signed: ASH

**BOARD OF COUNTY COMMISSIONERS**  
**SARASOTA COUNTY, FLORIDA:**

BY: \_\_\_\_\_  
CHAIRMAN

DATE: \_\_\_\_\_

Attest:  
KAREN E. RUSHING, Clerk of the Circuit  
Court and Ex-Officio Clerk of the Board of  
County Commissioners of Sarasota County,  
Florida

Approved as to form and correctness:

BY: \_\_\_\_\_  
DEPUTY CLERK

BY: \_\_\_\_\_  
COUNTY ATTORNEY

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## ATTACHMENT A SCOPE OF SERVICES

**The VIP-ER Program** is operated as a collaborative partnership involving seven community service providers, each of whom will contribute in their respective areas of expertise. Services will be provided in conformance with the program operating manual approved by the contract manager. The following are the core services to be offered by the School Board of Sarasota County, Florida - Sarasota County Technical Institute.

The School Board of Sarasota County, Florida - Sarasota County Technical Institute will provide **Workforce Readiness Classes** for up to 30 active participants in the program and up to 15 potential participants (the "hold" group) awaiting placement in the program.

The School Board of Sarasota County, Florida - Sarasota County Technical Institute will provide an employment counselor to provide Workforce Readiness classes. The employment counselor will

- provide Workforce Readiness classes one time per week for one hour for each VIP-ER class;
- coordinate with the employment services provider to eliminate duplication of services;
- meet one week prior to the start of the 10-week class schedule and assess each participant jointly with the employment services provider to determine level of need and skill level to develop an employment plan;
- participate in staffings and team meetings as appropriate;
- share assessments and information, both written and verbal, related to individual program participants and potential participants with the collaborating service providers as appropriate; and
- track and report on the assigned performance measures.

### PERFORMANCE MEASURES

<u>PERFORMANCE MEASURES</u>	<u>INDICATORS/TARGETS</u>
Participants will attend Workforce Readiness classes.	100% of participants will enter and complete Workforce Readiness classes.
Participants who are going to return to the workforce will indicate they are more prepared for work after completing the Workforce Readiness classes.	90% of participants who are going to return to the workforce will indicate they are more prepared for work after completing the Workforce Readiness classes as measured by an evaluation that will be conducted upon completion of the classes

The School Board of Sarasota County, Florida - Sarasota County Technical Institute will provide **General Educational Development (GED) Classes** for up to 30 active participants in the program and up to 15 potential participants (the "hold" group) awaiting placement in the program.

The School Board of Sarasota County, Florida - Sarasota County Technical Institute will provide an instructor to provide GED classes. The instructor will

- provide GED classes one time per week for three hours;
- assess each GED class participant to determine level of education and skill level;
- schedule GED class participants to take the GED test as appropriate;
- participate in staffings and team meetings as appropriate;
- share assessments and information, both written and verbal, related to individual program participants and potential participants with the collaborating service providers as appropriate; and
- track and report on the assigned performance measures.

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**PERFORMANCE MEASURES**

<b><u>PERFORMANCE MEASURES</u></b>	<b><u>INDICATORS/TARGETS</u></b>
Participants will attend GED classes.	100% of participants who do not possess a high school diploma or GED will enter and regularly attend GED classes.
Participants indicate they are more prepared to take the GED test after completing the GED classes.	90% of participants indicate they are more prepared to take the GED test after completing the GED classes as measured by an evaluation that will be conducted upon completion of the classes.
Participants eligible to take the GED will obtain a GED.	75% of participants that take the GED exam will obtain a GED.
Participants that did not take the GED will increase their academic skills during the class.	Based on the TABE post test scores, 25% of participants that did not take the GED will increase their academic skills during the class.