

School Board of Sarasota County
Department of Health Department in Sarasota County Contract

This Agreement is made and entered into this 28th day of November 2017, by and between the School Board of Sarasota County, Florida a body corporate under the laws of the State of Florida ("School Board") and the Department of Health, in Sarasota County (DOH Sarasota).

In consideration of the mutual promises and covenants herein contained, the School Board and DOH Sarasota hereby agree as follows:

- I. The DOH Sarasota agrees to:
 - A. Provide Senior Community Health Nurses in two mutually agreed upon Sarasota County public high schools to provide those services required by the School Board including the duty of billing Medicaid for school health nursing services rendered when appropriate.
 - B. Comply with all applicable laws, regulations, rules and ordinances of the federal government, state, county, local agency, or government, including but not limited to, licensure requirements and continuing education requirements.
 - C. Provide the Board quarterly financial statements during the period of this Agreement with requests for payment in accordance with Section II, paragraph B below.
 - D. DOH Sarasota, 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 result in claims or suits against the School Board, and agrees to be liable to the limits 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 DOH Sarasota. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.
 - E. Ensure that its employees assigned hereunder have been fingerprinted and processed by the State Department of Law Enforcement and the Federal Bureau of Investigation for criminal background checks and that all employees assigned hereunder meet the minimum requirements established by the School Board.
- II. The School Board agrees:
 - A. To pay DOH Sarasota the sum of seventy thousand (\$70,000.00) dollars per year, in exchange for the services provided herein.
 - B. Shall remit payment to DOH Sarasota each month, in the amount of \$5,833.33 a month, not to exceed \$70,000 per year, upon receipt of a monthly statement of services rendered by DOH Sarasota by the 15th of each month. Statements should be mailed to The School Board of Sarasota County, Florida, Attn: Bookkeeper, Pupil Support Services Department, 1960 Landings Blvd., Sarasota, FL 34231.

III. Both Parties agree:

- A. That the DOH Sarasota is an independent contractor and neither it nor any of its supervisors, employees, aides, or any other persons utilized by the DOH Sarasota in providing the Services under this Agreement shall be deemed an employee, servant, or agent of the School Board.
- B. The parties shall recognize and safeguard the confidential nature of case records and student information in conformance with all applicable Federal and State laws, rules and regulations, and both Parties policies pertinent to the right of privacy of parents, guardians, and students.
- C. The Parties shall each consent to all notices, informational pamphlets, press releases, research reports, and other similar public notices that pertain to school health services prior to publication and release.
- D. The respective personnel of each Party shall communicate and exchange appropriate client information in a manner consistent with Florida Statutes, Department of Health rules, School Board rules, and professional regulations.
- E. Any alterations, variations, modifications, or waivers of this Agreement shall only be valid when they have been placed in writing, signed, and attached to this Agreement. Both parties agree to renegotiate this Agreement if Federal or State revision of any applicable laws or regulations should occur. This Agreement may be amended at any time, in writing, by mutual notice and approval of both parties.
- F. Both Parties shall comply with the provisions of Titles VI and VII of the Civil Rights Act of 1964 and all other Federal Laws applicable to equal employment opportunity.
- G. This Agreement contains all terms and conditions agreed upon by the Parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.
- H. This Agreement shall commence January 1, 2018, and continue from year to year unless terminated in writing by either party at the close of a school year.
- I. Any notice given pursuant to this Agreement shall be made as follows:

The School Board:

The School Board of Sarasota County, Florida
1960 Landings Blvd.
Sarasota, FL 34231

The DOH Sarasota:

Department of Health in Sarasota
County
2200 Ringling Boulevard
Sarasota, FL 34237

J. The sole and exclusive jurisdiction over any action brought to enforce this Agreement shall be in the Twelfth Judicial Circuit Court in and for Sarasota County, Florida.

K. The prior Agreement between the parties concerning this subject matter dated December 10, 2002, as amended, is terminated and neither party owes the other any further performance under that Agreement.

THE SCHOOL BOARD OF SARASOTA
COUNTY, FLORIDA

THE STATE OF FLORIDA DEPARTMENT OF
HEALTH DOING BUSINESS IN SARASOTA
COUNTY

Chair

Administrator

Date: _____

Date: _____

Approved for Legal Content
November 15, 2017, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH