

SARASOTA COUNTY GOVERNMENT HUMAN SERVICES CONTRACT

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**, 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 **Exhibit A, Fiscal Year 2019 Scope of Services**, 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. Additionally, the School Board agrees to record and track program outcomes as described in the **Fiscal Year 2019 Community Success Factors attached hereto and incorporated herein as Exhibit B**. The COUNTY and School Board acknowledge that while these success factors are anticipated outcomes of the provision of the quality services to the community, they are not construed as contractual deliverables tied to the payments to be made under this Contract. However, these success factors will be used to evaluate the overall benefit to the County received from the School Board's services under this Contract, which may impact future funding decisions by the County.
- C. 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 services 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, in quarterly payments, a sum not to exceed:

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PROGRAM NAME: Workforce Readiness Classes for VIP-ER Program Participants
AWARD AMOUNT: \$10,282
WRITTEN AWARD AMOUNT: Ten thousand two hundred eighty-two dollars
RATE: \$106.00
UNITS PURCHASED: 97

Funds shall be used for the services described in Exhibit A. A unit of service is defined as a Workforce Readiness class.

PROGRAM NAME: General Educational Development (GED) Classes and GED Tests for VIP-ER Program Participants
AWARD AMOUNT: \$9,998
WRITTEN AWARD AMOUNT: Nine thousand nine hundred ninety-eight dollars
RATE: \$186.44
UNITS PURCHASED: 50
GED TESTING RATE: Actual

Funds shall be used for the services described in Exhibit A. A unit of service is defined as a GED class and/or actual GED testing costs.

TOTAL AWARD AMOUNT: \$20,280
WRITTEN DOLLAR AMOUNT: Twenty thousand two hundred eighty dollars

- B. In order to request payment, the School Board shall deliver to Sarasota County Human Services an invoice for services 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 delivery of service units which 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 to perform services as referenced in **Section II**, the School Board shall be required to refund to the COUNTY those in question.
- E. Payment shall be made in accordance with the Local Government 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, 2018** and ending **September 30, 2019**, 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.

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The COUNTY reserves the right to refuse to provide funds or to pay for any expense incurred by the School Board 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 a School Board for any costs not specifically identified in Exhibit A.

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 quarterly for those program services provided during the term of this contract, as referenced in **Section I**. These reports are required each quarter, 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 receipt of the monthly program performance reporting template from the COUNTY. In addition, aggregate client demographics that are socio-economic in nature including zip code, race, gender, family size, family income, and homelessness and at-risk of homelessness must be provided quarterly. Payment requests must be submitted within 15 days following the end of the quarter. The final payment request (monthly or quarterly) must be submitted to the COUNTY within seven (7) calendar days following the end of the COUNTY'S fiscal year. 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 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 tortious 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

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and activities are not discriminating against those 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 which are normally required to conduct business or activity contemplated by the School Board.
- B. That it will administer its programs under procedures, supervision, safeguards, and such other methods as may be necessary to prevent fraud and abuse, and that it will target its services to those most in need of them.
- C. 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.
- D. 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. MONITORING

The School Board, by accepting public funds, agrees to permit persons duly authorized by the COUNTY to observe any programmatic activity, inspect all records, papers, documents, facilities, goods, and services of the School Board and interview any employees of the School Board to be assured of satisfactory performance of the terms and conditions of this contract. When applicable, the COUNTY will identify any deficiencies to the School Board in writing and the School Board will prepare a corrective action plan to rectify all deficiencies noted. The School Board's failure to correct the deficiencies within the agreed upon time period may result in the COUNTY withholding payments or the School Board being deemed in breach or default resulting in termination of this contract

XI. CONTRACT MANAGER

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 Manager for the COUNTY Contracted Human Services Program, as follows, or to the party as subsequently identified to the School Board by the Contract Manager in writing:

Contracted Human Services Supervisor
Sarasota County Human Services
2200 Ringling Blvd., Suite 2001
Sarasota, Florida 34237

XII. 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.

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XIII. 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: _____

BOARD OF COUNTY COMMISSIONERS
SARASOTA COUNTY, FLORIDA:

BY: _____
JONATHAN R. LEWIS, COUNTY ADMINISTRATOR

DATE: _____

Approved as to form and correctness:

BY: _____
COUNTY ATTORNEY

Exhibit A

**SARASOTA COUNTY GOVERNMENT HUMAN SERVICES
COMMUNITY SUCCESS FACTORS**

VIP-ER PROJECT

PARTNER NAME: The School Board of Sarasota County – Suncoast Technical College
SERVICE PROVIDED: Workforce Readiness Classes and General Educational Development (GED) Classes and GED Tests for VIP-ER Program Participants

PROJECT DESCRIPTION

The Voluntary Interim Placement – Enhanced Recovery (VIP-ER) Program is an intensive ten-week residential substance abuse treatment program and 12 month follow up which is operated as a collaborative partnership involving six community service providers, each of whom contribute in their respective areas of expertise. The required linkages as well as linkages with other community partners are a fundamental part of the VIP-ER Program.

The partners meet regularly to share information in order to ensure coordination of services. The core services provided in the VIP-ER Program include:

- Room and Board and Milieu Services, provided by The Salvation Army
- Comprehensive Substance Abuse Treatment Curriculum, provided by First Step of Sarasota
- Wraparound Coordination (case management) and Family Reunification Services, provided by Jewish Family and Children’s Service
- Primary Health, Psychiatric Medications, and CUSE provided by Department of Health in Sarasota County
- Workforce Readiness GED Classes, provided by Suncoast Technical College
- Employment Development and Placement Services, provided by Community Haven for Adults and Children with Disabilities.

Since 2006, 1,847 participants have been served in VIP-ER. There has been a 76% completion rate (1,411/1,847) from 2006 to present. For FY 2017, there was an 80% completion rate (107/153) of the ten-week program. The Substance Abuse and Mental Health Services Administration (SAMHSA) reports a 47% patient completion rate nationally. Rates vary depending upon a number of factors, including the substance abuse problem being treated and type of service provided by facilities per SAMHSA.

From FY 2016 to FY 2017, 70 of 86 (81%) participants could be located 9 months following completion of the program. Of those reporting on sobriety, 62 of 72 (86%) maintained sobriety; the industry standard for sobriety 12 months after completing a program is 10%. Additionally, 70 of 72 (97%) remained in stable housing for the same time period.

SCOPE OF SERVICES

The School Board of Sarasota County, Florida - Sarasota Technical College 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;

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- coordinate with the employment services provider to eliminate duplication of services;
- 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 community success factors.

SERVICE:	<u>Workforce Readiness Classes for VIP-ER Program Participants</u>
AWARD AMOUNT:	<u>\$10,282</u>
WRITTEN AWARD AMOUNT:	<u>Ten thousand two hundred eighty-two dollars</u>
RATE:	<u>\$106.00</u>
UNITS PURCHASED:	<u>97</u>

A unit of service is defined as a Workforce Readiness class.

The School Board of Sarasota County, Florida – Suncoast Technical College 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 and also to cover costs of GED tests and/or the equivalent amount for subject tests not to exceed the total GED award.

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 two 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 community success factors.

SERVICE:	<u>General Educational Development (GED) Classes and GED Tests for VIP-ER Program Participants</u>
AWARD AMOUNT:	<u>\$9,998</u>
WRITTEN AWARD AMOUNT:	<u>Nine thousand nine hundred ninety-eight dollars</u>
RATE:	<u>\$186.44</u>
UNITS PURCHASED:	<u>50</u>
GED TESTING RATE:	<u>Actual</u>

A unit is defined as a GED class and/or actual GED testing costs.

Exhibit B

**SARASOTA COUNTY GOVERNMENT HUMAN SERVICES
COMMUNITY SUCCESS FACTORS**

PROGRAM NAME: Workforce Readiness Classes

COMMUNITY SUCCESS FACTORS	
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.

PROGRAM NAME: General Educational Development (GED) Classes

COMMUNITY SUCCESS FACTORS	
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.	65% of participants who take a GED subject test will pass it.
	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, 60% of participants that did not take the GED will increase their academic skills during the class.

The goal is to reach 100% of these Community Success Factors. Any performance less than the goal may require an analysis of the efficiency of the program. Funding for this contract is not based upon the achievement of these community success factors; however, future funding considerations may be impacted.