

**School Year 2021-2022 Agreement (\$38,500.00)**

Between

**The School Board of Gilchrist County**

And

**The State of Florida, Department of Health  
Gilchrist County Health Department**

**For School Health Services in Gilchrist County**

*WHEREAS*, the purpose of this Agreement is to establish the terms and conditions under which the State of Florida, Department of Health, Gilchrist County Health Department (hereinafter referred to as “DEPARTMENT”) shall deliver or perform the following services indicated for The School Board of Gilchrist County (hereinafter referred to as “SBGC”); and

*WHEREAS*, the parties would like to collaborate to provide basic, full service, and comprehensive School Health Services to Gilchrist County public schools in accordance with Sections 381.0056, 381.0057, 381.0059, and 402.3026, Florida Statutes, and with Chapter 64F-6.001-6.006, F.A.C., other related Florida Statutes and Florida Administrative Codes, and in accordance with applicable policies and procedures of the parties; and

*WHEREAS*, these health services are specified in the local school health services plan as approved biennially by the DEPARTMENT and the SBGC and as required under Florida Statutes, a copy of which is attached hereto as Attachment I.

*NOW, THEREFORE*, the SBGC and the DEPARTMENT, each in consideration of the premises, mutually agree as follows:

A. The SBGC, in consideration of the DEPARTMENT carrying out such duties, obligations, and responsibilities under Section 402.32, Florida Statutes, in accord with the intent of the Act as are possible within the limitations of funding and in accordance with the intent of the Statutes of the State of Florida and the Rules and Regulations adopted jointly by the State Board of Education and the Department of Health, agrees to pay to DEPARTMENT the sum of **Thirty-Eight Thousand Five Hundred Dollars (\$38,500.00)** for the year beginning July 1, 2021 and ending June 30, 2022. Said sum shall be paid to the DEPARTMENT in monthly installments.

B. The DEPARTMENT, for the consideration named, shall perform the duties contained in Attachment I – School Health Services Plan, and as contemplated in Section 381.0056, F.S.

C. This Agreement applies to services to be performed by the DEPARTMENT, which are customarily provided by the SBGC or which SBGC is in the business of providing. If DEPARTMENT has questions regarding the application of Chapter 119, Florida Statutes, to the DEPARTMENT’s duty to provide public records relating to this Agreement, contact the custodian of public records at the ESE/SS Department, 310 NW 11<sup>th</sup> Avenue, Trenton, FL 32693 and (352) 463-3200.

D. The following provisions are included in order to satisfy Department of Education compliance requirements for the district's contacts/agreements for materials and/or services:

Definitions:

Contract: The contract resulting from acceptance of this Agreement is to be governed by the laws of the State of Florida. This contract is non-assignable by the DEPARTMENT.

Warranty - Services: The DEPARTMENT will perform the services in a thorough, efficient, and professional manner, promptly and with due diligence and care, and in accordance with the best practices of the profession, utilizing qualified personnel, equipment, and materials. If all or any part of the services are found by the SBGC to be defective (regardless of whether or not payment for such services has been made) for reasons attributable to DEPARTMENT, DEPARTMENT shall re-perform at its own expense that aspect of the services found to be defective.

Cancellation/Termination: The SBGC may cancel all or any part of this agreement if the DEPARTMENT does not make delivery as specified, or if DEPARTMENT defaults on any of the terms thereof.

Either party shall have the right to terminate this contract, or any services hereunder, for its convenience, including circumstances of loss or lack of funds, upon thirty (30) days advance written notice to the other party. The SBGC shall compensate the DEPARTMENT for services rendered through the date of termination. The SBGC shall not be obligated hereunder nor likewise liable to pay the DEPARTMENT any other costs, losses, damages, or expenses arising out of or related to the termination of this contact or any services performed hereunder.

Waiver: The waiver by the SBGC of any of the terms and conditions of this contract shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement, and shall not be construed to be a waiver of any provision, except for the particular instance.

Debarment or Suspension: The DEPARTMENT certifies that neither the DEPARTMENT nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (e.g. General Services Administration's *List of Parties Excluded from Federal Procurement and Non-Procurement Programs*). The DEPARTMENT further certifies that potential sub-recipients, sub-agencies, or any of their principals are not debarred, suspended or proposed for debarment. Federal Acquisition Regulations clause 52.209-6, protecting the government's interest when subcontracting with agencies, debarred, suspended, or proposed for debarment, is incorporated herein by reference and is applicable to orders greater than \$30,000.

Public Entity Crimes Affidavit: A person or affiliate who has been placed on the convicted Agency's list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as an agency, supplier, sub-agency, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Bidder list.

Records Requirement: For contracts funded by federal funds, DEPARTMENT agrees to grant access by the SBGC, the Federal grantor agency, the Comptroller General of the United States, the Florida Auditor General or any of their duly authorized representatives to any books, documents, papers, and records of the DEPARTMENT which are directly pertinent to that specific contract for the purpose of auditing, examination, excerpts, and transcriptions.

DEPARTMENT agrees to and shall ensure that all required records are retained for five years after final payments are made under this Agreement and all other pending matters are closed.

HIPAA: Where applicable, the DEPARTMENT will comply with the Health Insurance Portability and Accountability Act as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164). DEPARTMENT and SBGC agree to share student educational data under conditions consistent with the Family Educational Rights and Privacy Act (FERPA). Either party may initiate requests to share data if it has a legitimate educational interest in the data. The shared information shall be used solely to benefit the program and students by facilitating access to and increasing educational opportunities at both institutions. Each party will be deemed a school official of the other for purposes of this agreement.

Jessica Lunsford Act – DEPARTMENT Certification: DEPARTMENT personnel include permanent employees, sub-agencies, and agents. By accepting this Agreement, DEPARTMENT swears and affirms under penalty of perjury that all its employees, agents, and sub-agencies will comply with the requirements of the Jessica Lunsford Act, SBGC fingerprinting procedures, and the laws of the State of Florida. Failure to comply with the above shall constitute a material breach of this Agreement, and the SBGC may avail itself of all remedies pursuant to law. Each party agrees to be fully responsible for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The SBGC is required to conduct background screening. Background screening includes submission of fingerprints (to include employees, agents, and sub-agencies) to the FDLE and FBI. The standard to be applied for the screening depends on the nature of the work to be performed. There are exemptions to the fingerprinting and background screening requirements of the Act. However, even if DEPARTMENT is exempt from fingerprinting and background screening, it will be subject to a search of its name against the registration

information regarding sexual predators and sexual offenders maintained by the FDLE under s. 943.043 and the national sex offender public registry maintained by the U.S. Department of Justice.

Independent Contractor and Insurance: The DEPARTMENT acknowledges that in rendering the services provided herein, the DEPARTMENT (including its agents or employees providing services under this agreement) will be acting as an Independent Agency, and not as an employee of the SBGC. The DEPARTMENT certifies that it maintains, and agrees to continue to maintain, during the term this Agreement is in effect, professional and general liability protection coverage through the State Risk Management Trust Fund, established pursuant to Section 284.30, Florida Statutes. Such protection extends to Department officers, employees, and agents, and covers statutory liability exposure limitations as described in Section 768.28, Florida Statutes.

*IN WITNESS WHEREOF*, the SBGC, through its Chairman and through the Superintendent as Secretary of the SBGC, and through the Administrator of the DEPARTMENT, have caused these presents to be executed on the date(s) herein below indicated.

PASSED AND APPROVED AT A MEETING OF THE SCHOOL BOARD OF GILCHRIST COUNTY, FLORIDA, ON THIS 3<sup>rd</sup> DAY OF AUGUST 2021.

WITNESS AND ATTEST:

\_\_\_\_\_  
Chair, School Board of Gilchrist County

\_\_\_\_\_  
Superintendent, School Board of Gilchrist County

APPROVED ON BEHALF OF THE FLORIDA DEPARTMENT OF HEALTH, ON THIS \_\_\_\_\_ DAY OF AUGUST, 2021.

By: \_\_\_\_\_  
Administrator  
Gilchrist County Health Department