

APPROVED

180096

AGREEMENT / CONTRACT REVIEW FORM

BOARD MEETING DATE:
September
WHERE NECESSARY, ALL ITEMS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED.

Date Submitted: 7.17.17

Contact Name (Person Overseeing the Contract): Terry D. Roth Telephone Number: 904-529-4977

School/Department Submitting Contract: County Office/Exceptional Student Education

Vendor Name: Darla Dumas Port Orange

Contract Title: SEDNET and ESE Support Services contract 2017-19

Contract Type: New Renewal Amendment Extension

Date Original Contract Approved: 10/16/2014 Prior Year's Pricing: 12,480.00

Contract Term: July 1, 2017 - June 30, 2019 2 years Renewal Option(s):

Contract Cost: \$28,800 (2017 -2019) Payment Schedule (Are the payments made monthly, when task is finished, etc.): Monthly

Funding Source: 0100.5200.0310.9005.1901

Strategic Plan Tie-in Explanation: Collaborative programming to meet the needs of eligible students is required under the IDEA grants and agreements with Lutheran Services Florida, Inc. and Family Support Services of North Florida, Inc.

Background/Discussion/Research/Alternatives: This agreement provides experienced support for on a periodic basis for records and data management and agency collaboration. It allows the SEDNET project and ESE department to meet the requirements of all IDEA grants and local agreements.

CONTRACT REVIEW REQUIRED DOCUMENTS ATTACHED

If more space is needed, please attach Word document.

- Completed Contract Review Form
- Original Contract and all Terms & Conditions that apply with the Contract
- SIGNED SBCC Addendum A *

*This Statement MUST BE written on Original Contract; The terms and conditions Included in Addendum A shall be incorporate into this agreement. If there are any conflicts in the language provided in the agreement and that of Addendum A, then the language provided in Addendum A shall prevail.)

N/A Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:

COI must list the School Board of Clay County as Additional Insured and as Certificate Holder. Insurer must be rated as A- or better.
General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.
Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).
Workers' Compensation = \$100,000 Minimum [If exempt from Workers' Compensation Insurance they must sign a SBCC Release and Hold Harmless Form. If they are not exempt; they must provide Workers' Compensation COI.

RECEIVED
JUL 17 2017
PURCHASING

Approvals

Comments

Approvals	Approved	Denied	Comments
Superintendent:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review Date:			
District Attorney:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review Date:			
Information & Technology:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review Date:			
Finance:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review Date:			
Insurance Certificate:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Waived per D. Sikes
Review Date:			Release/Hold harmless should be filed for individual
Purchasing:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review Date:			long standing contract (same)

SEDNET and ESE SUPPORT SERVICES CONTRACT – 2017-2019

INTENT: The School Board of Clay County, Florida (herein referred to as "School Board") contracts with **Darla Dumas**, ("Contractor"), a qualified individual, to provide part-time SEDNET and Exceptional Student Education support services in accordance with the terms and conditions as contained herein.

QUALIFICATIONS: Contractor has experience in the coordination of resources, implementation of policies and procedures, and experience with records management sufficient to justify us to contract her as a provider and trainer. Direct and consultation services provided by Contractor shall commence **July 1, 2017** and end **June 30, 2019**.

BACKGROUND: The Multiagency Network for Students with Emotional/Behavioral Disabilities (SEDNET) is a discretionary project funded through the Florida Department of Education, Bureau of Exceptional Student Education and Student Services. The grant provides support working with education, mental health, child welfare and juvenile justice professionals; along with other agencies and families to ensure children with mental, emotional and behavioral problems, and their families, have access to the services and supports they need to succeed.

SEDNET Region Four (Clay, Duval and Nassau counties) has expanded services for local students and families by a developing a strong partnership with Lutheran Services. As a result, an additional specialist position was provided through Lutheran Services funding. This has resulted in greater services to students and families in crisis, but consequently supplemental staff support is needed to ensure the ancillary services for students and families are implemented.

These services are defined in the SEDNET 4 IDEA Part B and Part B Trust entitlement grants. The individual providing SEDNET Support Services is contracted to support the grant activities listed in Appendix A. The major activities that may augment promote and support SEDNET activities are to be identified by the ESE Director, SEDNET Project Manager, and Contractor from potential areas of contribution to SEDNET services, including:

- a. Collaborating with agencies to track services provided to eligible students
- b. Assisting with SEDNET initiatives
- c. Assist school and agency professionals
- e. Communicate with agencies, staff and parents
- f. Assist with records and data management for eligible students
- g. Scheduling relevant training for personnel

THE PARTIES AGREE AS FOLLOWS:

1. Hold harmless – Notwithstanding any contrary contractual language, nothing in any agreement shall be construed or interpreted to increase the scope or dollar limit of the School's or School Board's liability beyond that which is set forth in 768.28 Fla. Stat. , or to otherwise waive School's or School Board's sovereign immunity, or to require School or School Board to indemnify the vendor or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts other than the negligent acts of School or School Board or its agents or employees. Vendor shall, in addition to any other statutory or common law obligation to indemnify the School Board of Clay County, Florida, indemnify, defend and hold harmless the School Board of Clay County, Florida, its agents, officers, elected officials and employees against all claims, actions, liabilities, damages, losses, costs, fines punitive damages and expenses of any kind or nature whatsoever, including but not limited to attorney's fees and legal costs, brought against the School Board of Clay County, Florida, and/or its agents, officers, elected officials, employees and assigns, by any individual, corporation, consortium or any other legal person or entity, arising out of or caused by acts or omissions, negligence, recklessness, intentional wrongful misconduct, violations of laws, statutes, ordinances, government administration orders, rules or regulations of the contractor, contractor's employees, officers, agents, subcontractors, sub-subcontractors, material man or agents of any tier or their respective employees. This

indemnification clause shall not be construed to require any indemnitor to indemnify the School Board of Clay County, Florida, for any negligence on the part of the School Board of Clay County, Florida, its agents or employees.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefits acts or any statutory bar.

This indemnification/hold harmless provision shall survive the termination of any contract with the School Board of Clay County, Florida.

2. Contractor shall maintain a log, reporting the time spent in the performances of authorized services rendered. This log, along with a statement of services rendered by the Contractor shall be submitted to the School Board for payment each month.
3. Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964.
4. Contractor agrees to enroll in E-Verify. All new employees assigned by the Contractor to perform work pursuant to this contract shall have their citizenship verified through E-Verify and shall be verified as employment eligible within 3 business days of hire. Said verification shall be supplied to the School Board upon receipt.
5. Contractor shall provide services consistent with the highest degree of professional care in compliance with all requirements imposed by the Florida State Department of Education and any other applicable regulatory agency.
6. Contractor shall comply with all policies and procedures established by the School Board relevant to parent involvement and training.
7. All services rendered by Contractor shall be preauthorized by the School Board's Director of Exceptional Student Education or a Designee, in keeping with State and Federal Statutes.
8. This Contract will cover the **2017-2019** school year with the option to renew for additional periods by mutual agreement in writing.
9. Contracts shall not be accepted from individuals presently under employee contract with the School Board.
10. The individual or entity named herein and identified as "Contractor" shall at all times be considered an independent contractor and shall not be considered to be an employee of the School Board. The employees of the contractor (if any) shall be considered at all times to be solely the employees of the contractor and not an employee or agent of the School Board. The contractor shall supply competent and capable personnel and the School Board reserves the right to require the contractor to remove an employee it deems to be careless, incompetent or otherwise objectionable and whose continued presence on School Board property to be contrary to the best interest of the School Board. Each employee shall carry proper identification. Each employee shall, at contractor's expense, shall pass a level 2 background check, including fingerprinting, as is required by the current Jessica Lunsford Act or any other Florida Statute requiring background checks of contractors or their employees.
11. The venue for litigation of disputes shall only be in the State of Florida and venue shall be in state courts located in Clay County, Florida.

DEFAULT: The School Board may, by written notice to the contractor, terminate this contract with thirty (30) days' notice. Likewise, the contractor may terminate this Agreement by thirty (30) days' notice to the School Board. The

School Board shall be sole judge of non-performance. Duties and responsibilities shall be agreed upon by the contractor and ESE Director based on IDEA grant guidelines.

SCHOOL BOARD RESPONSIBILITIES:

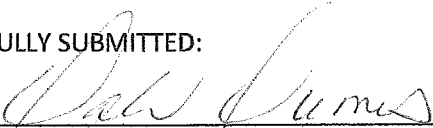
The School Board agrees:

1. To designate the ESE Director, to provide supervision to and direction of the SEDNET Support Services Contractor and to approve all drafts, final products and invoices for payment.
2. To review the draft documents, data collection instruments, plans and reports and provide technical review comments to the SEDNET Support Services Contractor.
3. To complete activities in accordance with the specification and time line agreed upon by the ESE Director, SEDNET Project Manager and SEDNET Support Services Contractor.
4. To arrange all meetings through written and oral communication within the district.

COMPENSATION:


1. The SEDNET Support Services contractor will be compensated at **\$30.00 per hour**. Hours shall not exceed forty (40) per month, without prior approval from the ESE Director.
2. Invoices shall be submitted to the ESE Director as activities are completed. Invoices shall be paid in accordance with the Local Government Prompt Payment.
3. The School Board agrees to reimburse mileage to and from schools at the current approved rate.
4. The terms and conditions of School Board's purchase order are incorporated herein by reference.

RESPECTFULLY SUBMITTED:



Darla Dumas, SEDNET Support Services Contractor

7-30-17
Date



Approved: Terry D. Roth, Director
Exceptional Student Education and Student Services

9.7.17
Date

Approved: The School Board of Clay County, Florida
Janice Kerekes, Chairman

9.7.17
Date

It is recommended that you examine all Contract requirements thoroughly. Any questions you have should be directed as follows:

Terry D. Roth, Director
Exceptional Student Education
and Student Services
(904) 284-6509

SEDNET SUPPORT SERVICES CONTRACTOR JOB DUTIES:

The following job/contract duties for SEDNET Support Services contractor are assumed through contracting of SEDNET Support Services contractor, part-time to carry out services in the district, via the SEDNET 4 IDEA Part B and Part B Trust entitlement, IDBA Discretionary grants and/or other district general revenue or special revenue funds. This SEDNET Support Services Contractor will work with the SEDNET Project Manager and be responsible to the ESE Director.

Job/Contract Duties - SEDNET Support Services Contractor

1. Coordinate with agency personnel to ensure services are provided to eligible students.
2. Support SEDNET initiatives serving at risk students.
3. Support the SEDNET annual conference.
4. Assist with the SEDNET tracking system for eligible students.
5. Communicate with agencies, providers, and the funding entity.
6. Support the student and parent after-hours programs as needed.
7. Provide analysis of data as requested to determine program needs.
8. Collaborate with families in crisis to access needed programs.
9. Perform other duties of a similar nature or level as assigned by the ESE Director or designee.