

160007

# AGREEMENT / CONTRACT REVIEW FORM

BOARD MEETING DATE:

WHEN BOARD APPROVAL IS REQUIRED  
DO NOT PLACE ITEM ON AGENDA  
UNTIL REVIEW IS COMPLETED

Date: **02/19/2016**

Staff Member Preparing Form: **Michelle Larson**

Department Submitting Contract: **Instructional Resources / STEM**

Vendor Name: **Health-Tech Consultants, Inc.**

Contract Title: **21<sup>st</sup> Century CCLC grant Program Agreement**

TO BE COMPLETED BY DEPARTMENT	CIRCLE		
1. New Contract	<input checked="" type="radio"/> Yes	<input type="radio"/> No	9. Contract Amount *** <b>\$15,000.00</b>
2. Renewal/Amend./Supplement	<input type="radio"/> Yes	<input checked="" type="radio"/> No	10. Last Year's Price **** <b>N/A</b>
3. Automatic renewal	<input type="radio"/> Yes	<input checked="" type="radio"/> No	11. Date of Original Contract
4. Standard Addendum Executed	<input type="radio"/> Yes	<input type="radio"/> No	12. Number of Renewals: <b>To be renewed annually for duration of 21<sup>st</sup> CCLC grant program</b>
5. Bid/Quote policy met	<input type="radio"/> Yes	<input type="radio"/> No	13. Length of Term: <b>One Year</b>
6. Need to waive Bid policy*	<input type="radio"/> Yes	<input checked="" type="radio"/> No	14. Purpose of Agreement: <b>External Evaluator for 21<sup>st</sup> CCLC program</b>
7. Sole Source **	<input type="radio"/> Yes	<input checked="" type="radio"/> No	
8. Advance Payment Required	<input type="radio"/> Yes	<input checked="" type="radio"/> No	

**Funding Source:**

\*Waive Bid Policy Explanation: \_\_\_\_\_

\*\*Sole Source Explanation: \_\_\_\_\_

\*\*\*Detail Negotiation Efforts: \_\_\_\_\_

\*\*\*\* Price Increase Explanation: Not Applicable

## Approvals

<b>Districts Attorney:</b>	No Changes	With Changes
Review Date: 2-25-16	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Recommended Changes: \_\_\_\_\_

<b>Purchasing:</b>	No Changes	With Changes
Review Date: 2-22-16	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Re submitted Contract Review Form.  
Notes on prior submission Attached  
*RLW*

<b>Insurance Certificate:</b>	No Changes	With Changes
Review Date: 2-24-16	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<b>Finance:</b>	No Changes	With Changes
Review Date: 2-24-16	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Funding Source:**

**21<sup>st</sup> CCLC Grant Funds**  
**0420.6100.0390.9019.4146**

**Health-Tech Consultants, Inc.**

Po Box 331330 • Atlantic Beach, Florida 32233

Telephone: (904) 247-0020 • Fax: (904) 247-0104 • E-mail: dmweaver@attbi.com

**LETTER OF AGREEMENT**

The following letter of agreement is between the 21<sup>st</sup> Century CCLC grant program of the School Board of Clay County and Health-Tech Consultants, Inc. an independent contractor, commencing on August 1, 2015 and ending on July 31, 2016.

**I. The School Board of Clay County agrees to the following:**

- A. To designate a representative to coordinate with the independent contractor on the various activities involved in the 21<sup>st</sup> Century CCLC Evaluation Project and to cooperate in all matters requiring concurrence and/or approval.
- B. To assist Health Tech Consultants staff in the development of pretest, posttest, surveys and other assessment tools needed to conduct an evaluation of the project.
- C. To assume responsibility for the data collection of all project participants in the 21<sup>st</sup> Century CCLC Project.
- D. To provide Health -Tech Consultants with project data, as identified in the 21<sup>st</sup> Century CCLC Evaluation Design.
- E. To grant to Health-Tech Consultants the right to publish, in a manner that protects the identity of 21<sup>st</sup> Century CCLC Project and its clients as established by the American Psychological Association and meets the ethical standards of the American Evaluation Association, results from the evaluation-research study.
- F. To pay the independent contractor an amount not to exceed \$15,000 in two equal payments of \$7,500 on April 1, 2016 and \$7,500 on July 15, 2016.

**II. Health-Tech Consultants, Inc., agrees to the following:**

- A. To provide services for data collection, data analysis, and reporting as necessary to complete the evaluation process identified in the 21<sup>st</sup> Century CCLC Project Evaluation Plan These will include the following items:
  - Where indicated to develop, in coordination with program staff, pretest, posttest and program implementation surveys, to be used as an evaluation tool for the assessing of grant project outcomes.
  - As feasible, to develop machine-readable answer forms for above tests and surveys.

- To assist staff in developing electronic spreadsheets and databases that may be used in future program planning and assessment activities.
- To provide scanning of data collection forms and input of project evaluation data into electronic (i.e., SPSS) format.
- To provide, in a timely manner, analysis of data to the 21<sup>st</sup> Century CCLC Project Director, and the project staff.
- To assist the 21<sup>st</sup> Century CCLC Project Director and project staff in the development of reports of project outcomes to District personnel, State and Federal agencies.

B. To provide technical assistance and consultant services to the 21<sup>st</sup> Century Project programs as necessary to ensure the satisfactory design, implementation and completion of program research and evaluation activities.

C. To provide the Project Director with an executive summary report of project research-evaluation results on an annual basis.

D. To provide technical assistance and consultant services to the 21<sup>st</sup> Century CCLC Project Director and project staff as needed to provide for the publication of evaluation-research results in appropriate professional journals, presentation of evaluation-research results at professional conferences, and presentation of evaluation-research results to Federal and State agencies.

E. To provide to the 21<sup>st</sup> Century Project Director, at the conclusion of the program evaluation, all records, documents, electronic data files, and other similar materials used in conducting the program evaluation.

F. To assume the responsibility for any individual that may be employed by the independent contractor to assist in completion of the tasks identified in this letter of agreement.

**III. Health-Tech Consultants, Inc.,** an independent contractor, shall be free to exercise discretion and independent judgment as to the methods and means of performance of the services and products contracted for the above except when specifically specified in this agreement.

**IV.** In no event shall this Agreement constitute an employment Agreement, and the Contractor shall be considered only as an independent Contractor and not as an employee, agent partner, or joint venture of the School Board of Clay County. Health-Tech Consultants, Inc. shall be responsible for its equipment, transportation, insurance and all of its own expense in connection with the furnishing of work or services described above.

**V. MODIFICATION OF LETTER OF AGREEMENT:**

This letter of agreement may be extended, renewed, or otherwise changed only by an agreement executed in the same manner as the original.

**ADDENDUM TO AGREEMENT:**

The School Board of Clay County reserves the right to cancel this Agreement in its entirety with 30 (thirty) days written notice to Health-Tech Consultants, Inc.

Neither party for reasons of this Agreement will be obligated to defend, assume the cost of defense, hold harmless or indemnify the other from any liability to third parties for loss or damage to property, death or personal injury arising out of or connected with the work under this Agreement.

This Agreement shall be construed and interpreted according to the laws of the State of Florida. In the event any dispute arises which result in litigation, the parties agree that jurisdiction and venue will lie in the state courts of Clay County, Florida.

Any products or materials furnished by the School Board of Clay County or any product produced under this Agreement will remain the exclusive property of the School Board to be used exclusively for the School Board of Clay County.

Health-Tech Consultants, Inc., prior to commencement of performance under this Agreement will furnish to the School Board of Clay County, Certificate(s) of insurance which clearly indicates all pertinent coverage's. These insurance certificates are to be mailed directly, by Health-Tech Consultants, Inc.'s Agent to the School Board of Clay County, 23 South Green Street, Green Cove Springs, FL., Attn: Michelle M. Larson, Project Budget and Purchasing Coordinator. \*Insurance carriers will be authorized to do business in Florida and acceptable to the School Board of Clay County. The School Board of Clay County will be named as additional insured and a 30 (thirty) day notice of change in coverage's will be selected.

APPROVED

APPROVED

\_\_\_\_\_  
Dax M. Weaver  
President  
Health-Tech Consultants, Inc  
PO Box 331003  
Atlantic Beach, FL 32266  
#65-0560120  
Date: \_\_\_\_\_

\_\_\_\_\_  
Johnna McKinnon  
Chair  
School Board of Clay County  
900 Walnut Street  
Green Cove Springs, FL 32043  
Date: \_\_\_\_\_