

**SARASOTA COUNTY GOVERNMENT HUMAN SERVICES
CONTRACT**

This contract, made and entered into this the 6th day of February, 2023, 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 and 189, Florida Statutes, and the Sarasota County Charter, the Sarasota County Board of County Commissioners created the Sarasota County Mental Health Care District, a dependent special district to facilitate the provision of Mental Health Care services, programs, and facilities within the County.

WHEREAS, pursuant to §125.01, et seq, F.S., 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 2023 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.

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- B. Additionally, the School Board agrees to record and track program outcomes as described in the **Fiscal Year 2023 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:

PROGRAM NAME:	<u>General Education Development (GED) Classes and GED Tests for VIP-ER Program Participants</u>
COUNTY AWARD AMOUNT:	<u>\$3,333</u>
WRITTEN AWARD AMOUNT:	<u>Three thousand three hundred thirty-three dollars</u>
RATE:	<u>\$186.44</u>
GED TESTING RATE:	<u>Actual</u>

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. The combination of GED classes and GED tests to be paid for under this contract must not exceed the total award for the program.

PROGRAM NAME:	<u>Workforce Readiness Classes for VIP-ER Program Participants</u>
COUNTY AWARD AMOUNT:	<u>\$3,427</u>
WRITTEN AWARD AMOUNT:	<u>Three thousand four hundred twenty-seven dollars</u>
RATE:	<u>\$106.00</u>
UNITS PURCHASED:	<u>32.34</u>

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

TOTAL COUNTY AWARD

AMOUNT:

\$6,760

WRITTEN DOLLAR AMOUNT:

**Six thousand seven hundred
sixty dollars**

- B. In order to request payment, the School Board shall deliver to Sarasota County Human Services a payment request form 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 funds. The School Board shall make such refund payment to the County not later than 45 days after receipt of notice of the amount of refund due. This clause shall survive the termination or expiration of this contract.
- E. The County shall pay the School Board through payment issued by the Clerk for the Circuit Court in accordance with the Local Government Prompt Payment Act, §218.70, et. seq., F.S. upon receipt of the School Board's payment request form and written approval of same by the County's Contract Manager indicating that services have been rendered in conformity with this contract.

III. TERM OF CONTRACT

The term of this contract shall be for the period commencing **October 1, 2022**, and ending **January 31, 2023**, 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.

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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.

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

- A. The School Board shall submit payment request forms to the County monthly or quarterly schedule for payment. This shall be determined at the beginning of the contract term and the School Board must adhere to the schedule for the duration of the contract. A sample payment request form is attached and incorporated herein as **Exhibit C**. Payment requests must be submitted within 15 days following the end of each month. The final payment request (monthly) must be submitted to the County within seven calendar days following the end of the County's fiscal year. The County reserves the right to refuse approval of any payment request that is not received within the time frames stated herein after the close of the applicable month or quarter.
- B. The School Board shall provide a Performance Report to the County for each individual program funded under this contract. A sample Performance Report is attached and incorporated herein as **Exhibit D**. Performance Reports must be submitted within 10 days following the receipt of the monthly 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, homelessness and at-risk of homelessness.
- C. Performance reports and payment requests shall be submitted on the forms and in the formats provided herein by the County. The County reserves the right to change the forms or formats of the reports without prior written notice to the School Board. Technical assistance will be available to the School Board for any reporting issues that may arise during the contract term.

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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 §768.28, F. S., 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 § 768.28, F. S., 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. This Section shall survive the termination and/or expiration 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 §768.28, F.S. The School Board's interests, as they may appear, will be protected under the provisions of §768.28, F.S.

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 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.

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- B. The School Board shall clearly inform all program participants that attendance at any sectarian activities is purely voluntary and that it shall not discriminate against an individual on the basis of religion, a religious belief, or refusal to actively participate in a sectarian activity. If an individual objects to the religious character of a program activity, a secular alternative must be provided. Funds must not be used for inherently religious activities such as worship, sectarian instruction, and proselytizing. No program participant may be made to feel obligated to attend any secular activities.
- C. The School Board 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.
- D. The School Board 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.
- E. The School Board 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. COUNTY HUMAN SERVICES 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 County Public Health Manager for the County Contracted Human Services Program, as follows, or to the party as subsequently identified to the School Board by the County Public Health Manager in writing:

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County Human Services Manager
Sarasota County Human Services
2200 Ringling Blvd., Suite 207
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.

XIII. TERMINATION

- A. The County shall have the right at any time upon thirty (30) calendar days' written notice to the School Board to terminate the services of the School Board for convenience. The County shall pay to the School Board and the School Board shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- B. Any failure of the School Board to satisfy the requirements of this contract, as documented by the County Human Services Manager, shall be considered a default of the contract and sufficient reason for termination.
 - 1. For defaults that are curable (as determined by the County), the School Board shall be notified in writing by the County and shall have an opportunity to cure such default(s) within ten (10) working days after notification.
 - 2. For defaults that are not curable (as determined by the County), notice of the termination date shall be given as deemed appropriate by the County.
- C. In the event the County's termination of this contract for default is in any way deficient, at the option of the County such termination shall be deemed to be a termination for convenience pursuant to Section XIII.A. above.
- D. The parties may mutually agree to terminate this contract. Such termination shall be evidenced by a notice issued by the County. The County shall pay to the School Board and the School Board shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- E. In the event that the School Board has abandoned performance under this contract, then the County may terminate this contract upon three (3)

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calendar days' written notice to the School Board indicating its intention to do so. Payment for work performed prior to the School Board's abandonment shall be as stated above. School Board shall have one hundred and eighty (180) days to submit payment request forms. Payment request forms submitted after one hundred and eighty (180) days may not be accepted for payment.

- F. The School Board shall have the right to terminate services only in the event of the County failing to pay the School Board's properly documented and submitted payment request forms within ninety (90) calendar days of the approval by the County's Human Services Manager.
- G. The County reserves the right to terminate and cancel this contract in the event the School Board shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.
- H. After consultation with and written notice to the School Board providing a reasonable opportunity to cure, the County shall have the right to refuse to make payment, in whole or part due to:
 - 1. The quality of a portion, or all, of the School Board's work not performed in accordance with the requirements of this contract;
 - 2. The quantity of the School Board's work not delivered or performed as represented in the School Board's payment request form, or otherwise;
 - 3. Claims made, or likely to be made, against the County or its property;
 - 4. Damages to the County or a third party caused by the School Board;
 - 5. The School Board's failure or refusal to perform any other obligation under this contract.

XIV. PUBLIC RECORDS

IF THE SCHOOL BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**SARASOTA COUNTY GOVERNMENT HUMAN SERVICES
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**Sarasota County
Public Records office
1660 Ringling Blvd.
Sarasota, FL 34236**

Phone: 941-861-5886

Email: publicrecords@scgov.net

XV. FORCE MAJEURE

The School Board specifically agrees that all work performed under the terms and conditions of this contract shall be completed within the time limits as set forth herein, or as otherwise identified in the County's purchase order or specified by the County's Human Services Manager, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of the contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

XVI. DISPUTE RESOLUTION

In the event of a dispute among and between the County and the School Board regarding any provision of this contract, the School Board Superintendent and the County Administrator or their representatives shall review such dispute and options for resolutions. Their decision shall be final. This same process shall be utilized when seeking clarification or interpretation of any provision in this contract. In the event the dispute is not resolved administratively, either party may take appropriate legal action. This process shall substitute for the dispute resolution process set forth in Chapter 164 of the Florida Statutes.

XVII. WAIVER OF JURY TRIAL

The County and School Board hereby expressly agree that in the event of litigation regarding this contract, any and all rights to a jury trial are waived. This section shall survive the termination or expiration of this contract.

XVIII. APPLICABLE LAW

This contract and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida and venue for any action arising out of or related to this contract shall be in the Circuit Court for the Twelfth

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Judicial Circuit in Sarasota County, Florida. This section shall survive the termination or expiration of this contract.

XIX. LOBBYING

The use of funds under this contract for the purpose of lobbying is prohibited, including but not limited to lobbying of the legislature, the judicial branch or any federal, state, county, or local agency.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

**SARASOTA COUNTY GOVERNMENT HUMAN SERVICES
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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.

WITNESS:

Signed By: 

Print Name: Patrick Duggan, Esq.

SCHOOL BOARD OF SARASOTA COUNTY
FLORIDA

Signed By: 

Print Name: Budget Ziegler

Title: Chair

Date: 1/17/23

Approved as to Form and Legal Content
by Shumaker, Loop & Kendrick, LLP
Attorneys for The School Board
of Sarasota County, Florida
Signed: MRM
Date: December 12, 2022

SARASOTA COUNTY

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

BY: 

Jonathan R. Lewis,
County Administrator

DATE: 2/6/23

Approved as to form and correctness:

BY: 

COUNTY ATTORNEY CS

EXHIBIT A SCOPE OF SERVICES

VIP-ER PROJECT

PARTNER NAME: The School Board of Sarasota County – Suncoast Technical College
SERVICE PROVIDED: Workforce Readiness Classes and General Education 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 Suncoast Technical College

Since 2006, 2,186 participants have been served in VIP-ER with a completion rate of 76% (1,665/2,186). For FY 2021, there was a 69% completion rate (46/67) 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 2020 to FY 2021, 16 of 18 (89%) participants could be located 12 months following completion of the program. Of those reporting on sobriety, 16 of 16 (100%) were committed to sobriety; the industry standard for sobriety 12 months after completing a program is 10%. Additionally, 15 of 16 (94%) remained in stable housing for the same time period.

SCOPE OF SERVICES

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.

EXHIBIT A SCOPE OF SERVICES

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>\$3,333</u>
WRITTEN AWARD AMOUNT:	<u>Three thousand three hundred thirty-three dollars</u>
RATE:	<u>\$186.44</u>
GED TESTING RATE:	<u>Actual</u>

A unit is defined as a GED class and actual GED testing costs. The combination of GED classes and GED tests to be paid for under this contract must not exceed the total award for the program.

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;
- 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.

EXHIBIT A
SCOPE OF SERVICES

SERVICE:	<u>Workforce Readiness Classes for</u> <u>VIP-ER Program Participants</u>
AWARD AMOUNT:	<u>\$3,427</u>
WRITTEN AWARD AMOUNT:	<u>Three thousand four hundred</u> <u>twenty-seven dollars</u>
RATE:	<u>\$106.00</u>
UNITS PURCHASED:	32.34

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

EXHIBIT B
COMMUNITY SUCCESS FACTORS

PROGRAM NAME: General Education Development (GED) Classes and GED Tests for VIP-ER Program Participants

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.
Participants that did not take the GED will increase their academic skills during the class.	75% of participants that take the GED exam will obtain a GED.

PROGRAM NAME: Workforce Readiness Classes for VIP-ER Program Participants

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.

EXHIBIT C **SAMPLE PAYMENT REQUEST FORM**

FY 2023 SARASOTA COUNTY HUMAN SERVICES PAYMENT REQUEST

AGENCY NAME: _____
MAILING ADDRESS: _____

CONTRACT NUMBER: CAC NO: 2023.
PURCHASE ORDER NUMBER: PO _____
REPORTING PERIOD FROM: October 1, 2022 TO: October 31, 2022

I hereby certify that I am an authorized signatory for financial and programmatic contract reporting purposes as confirmed by the governing body of the agency stated above, and that the services summarized below were rendered to the residents of Sarasota County by the agency during the period referenced above; that said services were provided in accordance with all applicable laws, ordinances and regulations of the United States, the State of Florida, Sarasota County and other applicable jurisdictions by competent, capable, and qualified personnel

SARASOTA COUNTY HS CONTRACT					
PROGRAM NAME	CONTRACT UNITS OF SERVICE	RATE	UNITS PURCHASED		AMOUNT DUE THIS REPORT PERIOD
			CURRENT PERIOD	Y-T-D	
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
TOTAL PAYMENT REQUESTED:					\$0.00

FOR INFORMATION PURPOSES			
TOTAL UNITS PROVIDED		UNITS PURCHASED BY OTHER	
CURRENT PERIOD	Y-T-D	CURRENT PERIOD	Y-T-D
0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00

SIGNATURE _____
PRINTED NAME: _____
TITLE: _____
DATE SUBMITTED: _____

UNITS OF SERVICE
Program Name: define unit of service here
Program Name: define unit of service here
Program Name: define unit of service here

YEAR TO DATE HS FUNDING SUMMARY			
PROGRAM NAME	AWARD AMOUNT	AMOUNT DILLED	BALANCE
0	0.00	0.00	0.00
0	0.00	0.00	0.00
0	0.00	0.00	0.00
0	0.00	0.00	0.00
0	0.00	0.00	0.00
0	0.00	0.00	0.00
0	0.00	0.00	0.00
0	0.00	0.00	0.00
TOTAL	0.00	0.00	0.00

EXHIBIT D SAMPLE PERFORMANCE REPORT

Performance Measures for STC for : Program Component: General Education Development Classes

Graduation Date:

Class Start Date:

100% of participants who do not possess a high school diploma or GED will enter and regularly attend GED classes.

90% of participants indicate they are more prepared for taking the GED test after completing the GED classes as measured by an evaluation that will be conducted upon completion of the classes.

Based on the TABE post test scores, 60% of participants that did not take the GED will increase their academic skills during the class.

Client Name:	Has HS diploma or GED		Attended GED classes:		Indicated More Prepared to Take GED:		Took GED Exam:		Took GED Subject Test		Did Not Take GED Test but Increased Academic Skills:	
	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
1	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
2	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
3	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
4	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
5	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
6	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
7	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
8	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
11	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
13	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
14	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
15	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
16	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
17	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No

*Please complete and submit within 10 days after emailed and send to Laura McIntyre through the secure network.
Mailing Address is 2200 Ringling Blvd., Suite 207, Sarasota, FL 34237
Telephone Number is: 941-861-2594
Fax Number is: 941-861-2572

Purchase Order No. must appear on all invoices, packing slips, packages, and correspondence.

VENDOR:
SARASOTA COUNTY SCHOOL BOARD
1960 LANDINGS BLVD
SARASOTA, FL 34231-3331

SHIP TO:
CONTRACTED HUMAN SERVICES
2200 RINGLING BLVD STE 221
SARASOTA, FL 34237

EMAIL: ACCOUNTSRECEIVABLE@SARASOTACOUNTYSCHOOLS.NET

DATE 02/27/2023		REQUISITION # PR231668		BID # BCC		CONTRACT # NP 1368		PAYMENT TERMS NET 45		FRT. TERMS F.O.B. FOB DELIVERED	
VENDOR ID 011856		VENDOR PHONE 941-927-9000		CONTRACT EXPIRATION		DELIVERY REQUIRED BY		APPROVED BY Elena Diesen			
ITEM	QTY	UNIT	DESCRIPTION				UNIT PRICE	FREIGHT	FEES	TOTAL PRICE	
0001	1.00	EA	Workforce Readiness Classes for VIP-ER Program Participants				3,427.000000	0.00	0.00	3,427.00	
0002	1.00	EA	General Education Development (GED) Classes and GED Tests for VIP-ER Program Participants Products and services cannot be provided after contract expiration date. Invoices must match adopted contract fee schedule. County Point of Contact: Sharon Marchese 941-861-2561				3,333.000000	0.00	0.00	3,333.00	
TOTAL										\$6,760.00	

NOTICE TO VENDORS: Each shipment must have a separate invoice. Terms and conditions applicable at the time of issuance of this purchase order are attached and are incorporated and made part of this purchase order. Do not accept this order without carefully reading all and conditions thereof. Retention of this order by the parties addressed, without notice to the contrary within three days of receipt of this order shall constitute acceptance of this order. Sarasota County is exempt from State Sales and Federal Excise Tax. Tax Certificate 85-8012515235C-5

EMAIL INVOICES TO: ONBASECLERK@SARASOTACLERKANDCOMPTROLLER.CO
SUBJECT LINE: AP INVOICE

MAIL INVOICES TO: FINANCE DEPARTMENT
CLERK OF CIRCUIT COURT & COUNTY COMPTROLLER
P.O. BOX 8
SARASOTA, FLORIDA 34230
941-861-5867

BY _____

Date 02/27/2023



GENERAL TERMS AND CONDITIONS OF PURCHASE ORDERS

THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL PURCHASE ORDERS FOR SARASOTA COUNTY. WHEN SOLICITATION OR CONTRACT TERMS, CONDITIONS AND SPECIFICATIONS DIFFER FROM THOSE SHOWN ON THE PURCHASE ORDER, THE SOLICITATION/CONTRACT SHALL TAKE PRECEDENCE OVER THE PURCHASE ORDER.

1. The term "Vendor" shall mean the party furnishing the goods, materials, equipment and/or services. The term "County" shall mean Sarasota County.
2. This Purchase Order contains the complete and final agreement between the Vendor and the County to buy the materials/services at the prices stated. No amendments will be made without specific written authorization (change order) issued by the County's Procurement Official.
3. Vendor is responsible for full compliance with all applicable local, state and federal laws, ordinances and regulations. County may require proof of such compliance. Vendor shall not assign, or otherwise dispose of its responsibilities under this Purchase Order without prior written approval of the County which may be withheld in the County's sole discretion.
4. All materials must be shipped F.O.B. Destination unless otherwise specified. County will not pay freight or express charges, except by previous agreement.
5. Purchase Order number must appear on all invoices, packages, bills of lading, correspondence and any other documents pertaining to the order.
6. Time is of the essence for Vendors performance of its obligations under this Purchase Order.
7. No delays in shipment of material or rendition of services will be permitted except as authorized by the County in writing. The County reserves the right to reject receipt of shipment and cancel this Purchase Order if Vendor is unable to provide delivery as required.
8. Materials/services are subject to County inspection and approval. The County may return materials not meeting specifications at the Vendor's expense and risk.
9. If applicable, Vendor shall provide County with all safety data sheets (SDSs) upon delivery of materials.
10. This Purchase Order and the rights and obligations of the County and Vendor shall be governed by the laws of the State of Florida, without regard to its conflict of law principles. The exclusive venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Purchase Order shall be in the Twelfth Judicial Circuit in Sarasota County, Florida. County and Vendor hereby waive any right to trial by jury for disputes arising out of this Purchase Order.
11. This Purchase Order is subject to the availability of lawfully budgeted and appropriated funds by the County.
12. Vendor shall save, defend, indemnify and hold harmless Sarasota County Government from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform in accordance with this Purchase Order or any related contract.
13. Vendor shall maintain insurance acceptable to the County for this Purchase Order and shall submit proof of such insurance to the County upon request. Insurance requirements are available at scgov.net/procurement.
14. All invoices must be mailed to the Sarasota County Finance Department, Clerk of the Circuit Court, P.O. Box 8, Sarasota, FL 34230-0008. Invoices must contain the Purchase Order number. Invoices containing deviations or omissions will be returned to the Vendor for correction and resubmission.
15. The County shall pay Vendor through payment issued by the Clerk of the Circuit Court in accordance with Section 218.70 *et seq.*, Florida Statutes, Local Government Prompt Payment Act, upon receipt of Vendor's properly submitted invoice.
16. Vendor shall be required to confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require its subcontractors to confirm employment eligibility. Beginning January 1, 2021, Vendors are required to comply with §448.095, F.S., and register and use the E-Verify system for all new hires.
17. In accordance with §448.095, F.S., the County shall terminate a Purchase Order with any Vendor where the County has a good faith belief that the Vendor has knowingly violated §448.09(1), F.S. In that event, the County shall not contract with the Vendor for at least one year after such termination.
18. Sarasota County is exempt from paying state and local tax when payment is made directly by the County (Section 212.08(6), Florida Statutes). Department of Revenue Certification No. 85-8012515235C-5

GENERAL TERMS AND CONDITIONS OF PURCHASE ORDERS

19. Vendor travel expenses which are approved for reimbursement by the County shall be subject to the limitations set forth in Section 112.061, Florida Statutes and Sarasota County Resolution #2016-170 or current County Resolution related to reimbursement of travel expenses.
20. Unless otherwise stated in his Purchase Order, in addition to any warranty implied by law or fact, and any other express warranties, the Vendor expressly warrants all items to be free from defects (whether patent or latent) in title, design, workmanship and materials, to conform strictly to applicable specifications, drawings, approved samples, if any; and to be fit and sufficient for the purpose intended and to be merchantable. Such warranties, together with all other services warranties of the Vendor shall run to the County. All warranties shall survive inspection, testing, acceptance of, and payment by the County.
21. The County may terminate this Purchase Order at any time upon written notice to the Vendor. The County shall pay to the Vendor and the Vendor shall accept as full payment for its performance under this Purchase Order, a sum of money equal to the work completed or the products provided under this Purchase Order.
22. §287.135, F.S., prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. Vendor certifies that the organization is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Purchase Order if a false certification has been made, or the Vendor is subsequently placed on any of these lists or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.
23. Pursuant to §287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, 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 §287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
24. Public Records
- IF THE CONTRACTOR HAS
QUESTIONS REGARDING THE
APPLICATION OF CHAPTER 119,
FLORIDA STATUTES, TO THE
CONTRACTOR'S DUTY TO PROVIDE
PUBLIC RECORDS RELATING TO
THIS CONTRACT, CONTACT THE
CUSTODIAN OF PUBLIC RECORDS
AT:
Sarasota County
Public Records Office

1660 Ringling Blvd.
Sarasota, FL 34236

Phone: 941-861-5886
Email: PublicRecords@scgov.net
25. Any other conditions not contained above will be specified within this Purchase Order.