

**SEMINOLE COUNTY AND FLORIDA DEPARTMENT OF HEALTH IN SEMINOLE COUNTY
HEALTH SERVICES AGREEMENT
FISCAL YEAR 2021-2022**

THIS AGREEMENT is made and entered this ____ day of _____, 2021, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and **FLORIDA DEPARTMENT OF HEALTH IN SEMINOLE COUNTY**, whose address is 400 W. Airport Boulevard, Sanford, Florida 32773, hereinafter referred to as "PROVIDER".

W I T N E S S E T H:

WHEREAS, PROVIDER desires to implement a Dental Sealant Program and a Diabetes Program to aid residents in Seminole County; and

WHEREAS, COUNTY has deemed that this program serves a COUNTY purpose and has appropriated funding for such a purpose,

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of the agreement upon which the parties have relied.

Section 2. Term. The term of this Agreement is from October 1, 2021 through September 30, 2022, the date of signature by the parties notwithstanding, unless earlier terminated as provided in this Agreement.

Section 3. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days prior written notice delivered to the other party. COUNTY will not be obligated to pay for any services provided or costs incurred by PROVIDER after PROVIDER has received notice of termination. Upon termination, PROVIDER must immediately refund to COUNTY, or otherwise utilize as COUNTY directs, any unused funds provided under this Agreement.

Section 4. Services. PROVIDER must use funds from this Agreement to provide health care programs and services, including dental treatments and diabetic treatment and education services to homeless, uninsured, and underinsured populations in Seminole County, Florida, as described in Exhibit A, the Scope of Work, attached to this Agreement and incorporated in this Agreement by reference.

Section 5. Indemnification. Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees, and agents of that party, in accordance with Section 768.28, Florida Statutes (2020), as this statute may be amended from time to time. Nothing in this Agreement is intended to waive sovereign immunity by any party to whom sovereign immunity is applicable.

Section 6. Liability. Except for payments as specifically set forth in this Agreement, COUNTY will not be liable to any person, firm, entity, or corporation who contracts with or who provides goods or services to PROVIDER in connection with the services PROVIDER performs under this Agreement, or for debts or claims of any type whatsoever accruing to such parties against PROVIDER. This Agreement does not create a contractual relationship, either express or implied, between COUNTY and any other person, firm, entity, or corporation supplying any work,

labor, services, goods, or materials to PROVIDER as a result of services or payments provided under this Agreement.

Section 7. Billing and Payment. COUNTY hereby agrees to provide financial assistance to PROVIDER in an amount not to exceed SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00) for all services provided under this Agreement by PROVIDER during the term of this Agreement. Said sum is payable in twelve (12) monthly installments for the term of this Agreement upon:

(a) receipt by COUNTY of a payment request submitted on the form attached to and incorporated in this Agreement as Exhibit B – Monthly Invoice for Payment. Requests for payment can only be for services specifically provided for in this Agreement; and

(b) verification by the COUNTY's Community Services Department that the services for which reimbursement is sought are in accordance with the Scope of Services as described in Exhibit A, and that PROVIDER has complied with the reporting requirements contained in this Agreement.

(c) Payment requests must be sent to:

Director's Office
Seminole County Community Services Department
534 W. Lake Mary Boulevard
Sanford, FL 32773

Section 8. Reporting Requirements.

(a) PROVIDER must submit monthly reports to COUNTY by the fifteenth (15th) day following the close of each month. PROVIDER must submit such information as required by COUNTY in order for it to assess program effectiveness. Those reports will be in the format attached to this Agreement and incorporated as Exhibit B1 – Monthly Report, Dental Program and Exhibit B2 – Monthly Report, Diabetes Program delineating for the preceding month the specific

information requirements therein. Failure to provide any portion of the required information will be deemed a material breach of this Agreement and will result in denial of then pending payment request and may, at the sole option of COUNTY, result in legal action being taken for recapture of funds already paid or termination of this Agreement for cause or both.

(b) PROVIDER must submit an annual report to COUNTY during the term of this Agreement. The annual report will be due on or before December 30, 2021. This annual report must describe the accomplishments of the services provided during the term of this Agreement and describe the next steps for continued implementation of the plans developed during this Agreement. This subsection will survive the term of this Agreement until PROVIDER's full performance of the requirements of this Agreement

(c) PROVIDER must submit such additional information as required by COUNTY to assess program effectiveness.

Section 9. Unavailability of Funds. If funds to finance this contract become unavailable, COUNTY may terminate this Agreement immediately, by written notice of termination to PROVIDER as provided in this Agreement. COUNTY will not be obligated to pay for any services provided or costs incurred by PROVIDER after PROVIDER has received such notice of termination. In the event there are any unused COUNTY funds, PROVIDER must promptly refund those funds to COUNTY or otherwise use such funds as COUNTY directs.

Section 10. Public Records Law.

(a) PROVIDER acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. PROVIDER acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2020), in the handling of the

materials created under this Agreement and that said statute controls over the terms of this Agreement. Upon COUNTY's request, PROVIDER will provide COUNTY with all requested public records in PROVIDER's possession, or will allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) PROVIDER specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and must:

(1) keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;

(2) provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

(4) Upon termination of this Agreement, PROVIDER will transfer, at no cost to COUNTY, all public records in possession of PROVIDER, or keep and maintain public records required by COUNTY under this Agreement. If PROVIDER transfers all public records to COUNTY upon completion of this Agreement, PROVIDER must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PROVIDER keeps and maintains the public records upon completion of this Agreement, PROVIDER must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(c) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to PROVIDER. PROVIDER may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(d) **IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PROVIDER MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, PMARTIN@SEMINOLECOUNTYFL.GOV, 407-665-2302, COMMUNITY SERVICES DEPARTMENT, 534 W. LAKE MARY BOULEVARD, SANFORD, FL 32773.**

(e) Where applicable, the parties will comply with the Health Insurance Portability and Accountability Act, as well as regulations promulgated under that Act.

Section 11. Audit.

(a) At the request of COUNTY, an audit may be required for the term of this Agreement and the results made available to the parties within ninety (90) days following the termination of this Agreement.

(b) In the event the audit shows that the entire funds disbursed under this Agreement, or any portion of such funds were not expended in accordance with the conditions of this Agreement, PROVIDER will be held liable for reimbursement to COUNTY of all funds not expended in accordance with this Agreement. Thirty (30) days after COUNTY has notified PROVIDER of such non-compliance, PROVIDER must remit the reimbursement to COUNTY.

This reimbursement will not preclude COUNTY from taking any other action as provided in this Agreement or as may be provided by Federal or State law.

Section 12. Notices. Whenever either party desires to give notice unto the other, it must be given in writing by certified United States mail, with return receipt requested, and sent to:

For COUNTY:

Director's Office
Seminole County Community Services Department
534 W. Lake Mary Boulevard
Sanford, FL 32773

For PROVIDER:

Donna J. Walsh, MPA, BSN, RN, Health Officer
Florida Department of Health in Seminole County
400 W. Airport Boulevard
Sanford, FL 32773

Either of the parties may change, by written notice as provided above, the person or address for receipt of notice.



Section 13. Assignments. Neither party to this Agreement may assign this Agreement or any interest arising from this Agreement without the written consent of the other.

Section 14. Independent Contractor.

(a) It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of PROVIDER to COUNTY is that of independent contractor and not that of employee.

(b) No statement contained in this Agreement may be construed so as to find PROVIDER, including its officers, employees, and agents, an employee of COUNTY, and PROVIDER, its officers, employees, and agents will not be entitled to the rights, privileges, or benefits of COUNTY employees.

Section 15. Entire Agreement.

(a) It is understood and agreed that the entire agreement of the parties is contained in this Agreement and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter of this Agreement, as well as any previous agreements presently in effect between the parties relating to the subject matter of this Agreement.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the parties.

Section 16. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, PROVIDER must abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services, including those now in effect or later adopted. Any violation of said statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to PROVIDER as provided in this Agreement.

Section 17. Disclaimer of Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties to this Agreement and their respective successors and assigns and is not intended to and will not benefit any third party. No third party will have any rights of this Agreement as a result of this Agreement or any right to enforce any provisions of this Agreement.

Section 18. Governing Law. This Agreement will be governed by the laws of the State of Florida and the ordinances, resolutions, and policies of COUNTY not prohibited thereby. Both parties consent to venue in the Circuit Court in and for Seminole County, Florida as to State actions and the United States District Court for the Middle District of Florida, Orlando Division as to Federal actions.

Section 19. Interpretation. PROVIDER and COUNTY agree that all words, terms, and conditions contained in this Agreement are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement.

Section 20. Equal Opportunity. PROVIDER agrees that it will not discriminate against any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure an eligible person receives such services without regard to race, color, religion, sex, age, national origin, or disability.

Section 21. Severability. If any one or more of the covenants or provisions of this Agreement are held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or, for any reason whatsoever, be held invalid, then such covenants or provisions will be null and void; will be deemed separable from the remaining covenants or provisions of this Agreement; and will, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

Section 22. Counterparts and Headings. This Agreement may be executed simultaneously and in any number of counterparts, each of which will be deemed an original, but all of which constitute one and the same instrument. The headings of this Agreement set out are for convenience and reference only and will not be deemed a part of this Agreement.

Section 23. Exhibits. Exhibits A, B, B1 and B2 of Agreement are deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

Section 24. Conflict of Interest.



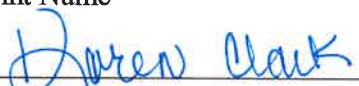

(a) The parties agree they will not engage in any action that would create a conflict of interest in the performance of their obligations pursuant to this Agreement or which would violate



or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes (2020), as this statute may be amended from time to time, or Section 220.115, Seminole County Code, relating to ethics in government.

(b) The parties certify that no officer, agent or employee has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the party to be conducted under this Agreement, and that no such person will have any such interest at any time during the term of this Agreement.

(c) The parties agree that Federal or State monies, which may be received as a result of activities performed pursuant to this Agreement, will not be used for the purpose of lobbying any branch of government, agency or employee of the Federal or State government.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed to this Agreement by the proper officers of each party for the purpose expressed in this Agreement on the day and year first above written.


Witness

Print Name

Witness

Print Name

FLORIDA DEPARTMENT OF HEALTH
IN SEMINOLE COUNTY
By: 
DONNA J. WALSH, MPA, BSN, RN
Health Officer
Date: 

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ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
LEE CONSTANTINE, Chairman

Date: _____

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of County
Commissioners at its _____, 20____,
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

RM/lpk

8/16/21

T:\Users\Legal Secretary CSB\Community Services\2021 Agreements\Dept of Health (Dental & Diabetes).docx

Attachments:

Exhibit A – Scope of Services

Exhibit B – Monthly Invoice for Payment

Exhibit B1 – Monthly Report (Dental Program)

Exhibit B2 – Monthly Report (Diabetes Program)



EXHIBIT A
SCOPE OF SERVICES

Dental Sealant Program. The Hygienist will provide Screenings, Oral Hygiene Education, Fluoride Treatments and Sealants to second-grade students in 15 Title 1 schools in Seminole County. Services will be provided to 2nd and 5th grade students in the 2021-2022 school year. A monthly invoice and reporting form is provided on Exhibit B and B1.

NOT TO EXCEED \$20,000

Diabetes program. Seminole's diabetes intervention programs will increase identification of persons at risk for diabetes, particularly in disparate populations of Seminole County, through targeted outreach and marketing by a Licensed Nutritionist and a Health Education Consultant. The program will provide linkage to affordable enrollment in the Diabetes Prevention Program (OPP) for individuals with prediabetes and Diabetes Self-Management Education (DSME) for individuals with diabetes. The County will pay a percentage of the salaries and various supplies associated with this program in the amount up to \$40,000. A monthly invoice and reporting form is provided on Exhibit B and B2.

NOT TO EXCEED \$40,000

Janitor Service expansion. Provide janitorial services for both Health Department locations at 400 E. Airport Boulevard, Sanford, FL and 132 Sausalito Blvd, Casselberry, FL five days a week.

(IN-KIND) \$25,000

TOTAL NOT TO EXCEED \$60,000

EXHIBIT B1– Dental Program

FLORIDA DEPARTMENT OF HEALTH IN SEMINOLE COUNTY
400 WEST AIRPORT BOULEVEARD
SANFORD, FL 32773

Monthly Report Dental Sealant Program

Health Services Agreement FY 2021-2022

Mail to:

Director's Office
Community Services Department
534 W Lake Mary Blvd.
Sanford, FL 32773

Bill to:

Seminole County Board of County Commissioners
1101 E. 1st Street
Sanford, FL 32771

| DENTAL SEALANT PRO- GRAM | <u>Charge/Service Description</u> | Number of cli- ents receiving service at this location | Cost per Service | Total Amount Due (for month) |
|-----------------------------------|-----------------------------------|---|--|------------------------------|
| | Oral Hygiene Instructions | | \$8.92 | |
| | Fluoride Treatment | | \$16.35 | |
| | Screening | | \$10.40 | |
| | Sealant per tooth | | \$19.32 | |
| | | | TOTAL FOR CURRENT MONTH | |

Not to exceed \$20,000

EXHIBIT B2 - Diabetes Program

FLORIDA DEPARTMENT OF HEALTH IN SEMINOLE COUNTY
400 WEST AIRPORT BOULEVEARD
SANFORD, FL 32773

Monthly Report Diabetes program

Health Services Agreement FY 2021-2022

Mail to:

Director's Office
Community Services Department
534 W Lake Mary Blvd.
Sanford, FL 32773

Bill to:

Seminole County Board of County Commissioners
1101 E. 1st Street
Sanford, FL 32771

| Position | Current Hourly Wage | 66% of Hourly Wage | Number of Hours Worked | Total Amount |
|------------------------------------|---------------------|--------------------|-------------------------|------------------|
| <i>Health Education Consultant</i> | \$ 23.62 | \$ 15.62 | | \$0.00 |
| | | | | |
| | | | | |
| Position | Current Hourly Wage | 66% of Hourly Wage | Number of Hours Worked | Total Amount Due |
| <i>Nutritionist</i> | \$ 41.41 | \$ 16.14 | | \$0.00 |
| | | | | |
| <i>Supplies</i> | | | | \$0.00 |
| | | | Total Amount Due | \$0.00 |

Not to exceed \$40,000