

Supt.'s Office Use Only	
Board Meeting	2-20-07
Agenda	Consent
Item No.	H. 8.

Board Meeting Date:	February 20, 2007
Submitted By:	Donna Omer
Item Description:	Agreement with the Alachua County Commission on Behalf of Healthy Kids

Purpose and Explanation:

Background
 Since 1996, the School Board of Alachua County has been the fiscal agent for the Alachua County Healthy Kids program. The mission of this program is to provide affordable health insurance coverage for children who otherwise would be uninsured. Healthy Kids finances medical care through a unique approach—aggregating family contributions, state and local government funding and federal funds made available through Title XI of the Social Security Act for purchasing health insurance for previously uninsured children.

Contributions are provided by Alachua County government t, United Way, and private contributions. The School Board of Alachua County provides in-kind contributions of staff time.

A contract has been prepared for Alachua County government o contribute to the School Board of Alachua County \$40,000 for Healthy Kids Insurance premiums.

BUDGETARY IMPACT

Funding Source (Description):	Amount: \$40,000
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Staff Attorney Review & Approval (For Contracts Only)	Date:
	Initial:

AGREEMENT BETWEEN ALACHUA COUNTY AND
SCHOOL BOARD OF ALACHUA COUNTY

THIS AGREEMENT, made and entered into this _____ day of _____ A.D. 2007, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the County”, and the School Board of Alachua County, Florida, for the benefit of the Alachua County Healthy Kids Program, hereinafter referred to as “Healthy Kids”.

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants contained herein, the parties hereto agree as follows:

Section 1. Term: - This agreement shall commence as of October 1, 2006, and continue through and including September 30, 2007, unless earlier terminated by one or both parties, as provided herein.

Section 2. Scope of Services: - The County agrees to provide funding to Healthy Kids for the program outlined in Attachment “A” attached hereto and incorporated herein by reference.

Healthy Kids agrees to provide, operate, and fully perform the program described in Attachment “A”.

Section 3. Compensation: -

A. For the performance of the services detailed in Section 2 of this agreement, the County shall pay Healthy Kids an amount not to exceed Forty Thousand Dollars (\$40,000) for the program provided to the citizens of the County under this agreement.

B. As a condition precedent for any payment, Healthy Kids shall submit monthly invoices, unless otherwise agreed in writing by the County, an invoice to the County requesting payment for services properly rendered and expenses due. Healthy Kids invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended, and the person(s) rendering such service. Healthy Kids

invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. If payment is requested for services rendered by Healthy Kids, the invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall bear the signature of Healthy Kids, which signature shall constitute Healthy Kids representation to the County that the services indicated in the invoice have reached the level stated have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Contract, that all obligations of Healthy Kids covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to Healthy Kids that payment of any portion thereof should be withheld. Submission of the Healthy Kids invoice for final payment shall further constitute Healthy Kids representation to the County that, upon receipt by the County of the amount invoiced, all obligations of Healthy Kids to others, including it consultants, incurred in connection with the Project, will be paid in full. Healthy Kids shall submit invoices to the County at the following address:

Elmira K. Warren, Director
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, FL 32641
Attn: Bonnie E. Hinson

C. In the event that the County becomes credibly informed that any representations of Healthy Kids relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or In the future otherwise due to the Healthy Kids until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

D. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Florida Prompt Payment Act") and

the Alachua County Prompt Payment Procedure. (Available at <http://www.co.alachua.fl.us/gov/dept/adminiservices/purchasing/>)

E. No invoice will be paid if received after October 5, 2007. Invoice payments shall be sent to:

Elmira W. Warren, Director
Alachua County Department of Community Support Services
218 SE 24th Street
Gainesville, FL 32641
Attn: Bonnie E. Hinson

Section 4: - Audit, Records, and Reporting Healthy Kids agrees to:

- A. Maintain financial records and reports relating to utilization of the funds and to submit financial statements to the Community Support Services Director on quarterly basis.
- B. Maintain books, records, documents, invoices, and other evidence and accounting procedures and practices such as will permit Healthy Kids to sufficiently and properly reflect all direct costs of any nature associated with the program.
- C. Permit all such records described in A and B above to be subject to inspection, review, and audit by the Alachua County Finance and Accounting Department.
- D. Submit to the Community Support Services Director on a quarterly basis a report of activities relating to Attachment "A", Scope of Services. Submit copies of all reports required in Subsections A above to:

J.K. "Buddy" Irby
Clerk of the Circuit Court
P. O. Box 939
Gainesville, FL 32602
Attn: Finance and Accounting-Accounting Supervisor

Section 5: - Surplus Funds: - Healthy Kids agrees to return to the County any part of the Forty Thousand dollars (\$40,000.00) provided for in Section 3 of this agreement which Healthy Kids does not use as specified in this agreement.

Section 6: - Default and Termination:

- A. The failure of Healthy Kids to comply with any provision of this agreement will place Healthy Kids in default. Prior to terminating the agreement, the County will notify Healthy Kids in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give Healthy Kids seven (7) days to cure the default. The Community Support Services Director is authorized to provide written notice of termination on behalf of the County, and if the default situation is not corrected within the allotted time, the County Manager is authorized to provide final termination notice on behalf of the County to Healthy Kids.
- B. If Healthy Kids files a bankruptcy petition, the County may terminate this agreement effective on the date Healthy Kids filed the bankruptcy petition with the court.
- C. The County may terminate the agreement without cause by first providing at least (24) twenty-four hours written notice to Healthy Kids prior to the termination date. The County's Community Support Services Director is authorized to provide written notice of termination on behalf of the County.
- D. If funds to finance this agreement become unavailable, the County may terminate the agreement with no less than twenty-four hours notice in writing to Healthy Kids. The County will be the final authority as to the availability of funds. The County will pay Healthy Kids for all work completed prior to any notice of termination.

Section 7: - Modifications: - This agreement may be modified and amended by mutual agreement of the parties; however, any modifications shall only become effective upon incorporation of a written amendment to this agreement, duly executed by both parties. The parties further agree to renegotiate this agreement if federal and/or state revision of any applicable laws or regulations make changes in this agreement necessary.

be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint ventures, or associate of the County. Healthy Kids shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by Healthy Kids in the full performance of this agreement. Neither Healthy Kids nor any of its employees, officers, agents or any other individual directed to act on behalf of Healthy Kids for any act related to this agreement shall represent, act, purport to act, or be deemed to be the agent, representative, employee or servant of the County.

Section 12. Law & Regulations: - Healthy Kids will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. Healthy Kids presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If Healthy Kids is not familiar with state and local laws, ordinances, code rules and regulations, Healthy Kids remains liable for any violation and all subsequent damages or fines.

Section 13. Non-Waiver: - The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or non-compliance.

Section 14. Severability: - If any provisions of this agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

Section 15. Entire Agreement: - This agreement contains all the terms and conditions agreed upon by the parties.

Section 16. Collusion: - By signing this agreement, Healthy Kids declares that this agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this agreement is fair, and made in good faith without any outside control, collusion, or fraud.

Section 17. Conflict of Interest: - Healthy Kids warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement.

Healthy Kids shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

Section 18. Third Party Beneficiaries: - This agreement does not create any relationship with, or any rights in favor of, any third party.

Section 19. Governing Law and Venue: - This agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County.

Section 20. Construction: - This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this agreement.

Section 21. Project Records: - Healthy Kids will retain all records relating to this agreement for three (3) years after the completion of all work is performed or as required by Florida Statutes 119 (Public Records) and schedules established by the Bureau of Archives and Records Management, whichever shall be greater. Healthy Kids will make available to the County any and all records relating to this agreement for copying and inspection upon written request of the County. Furthermore, Healthy Kids will make any records relating to this agreement available to any state, federal or regulatory authorities who may wish to review, inspect or copy these records.

Section 22. Attachments: - All attachments to this agreement are incorporated into and made part of this agreement by reference.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

Randall H. Reid, County Manager

APPROVED AS TO FORM

Witness to County Manager

Alachua County Attorney's Office

ATTEST (Superintendent)

SCHOOL BOARD OF ALACHUA COUNTY

By: _____
Print: W. Daniel Boyd, Jr., Ed.D.
Title: Superintendent

By: _____
Print: Ginger Childs
Title: Board Chairman

ATTACHMENT A Scope of Services

Despite the wealth of health care facilities and practitioners in Alachua County, many children in the county have unmet health needs. One fourth of Alachua County's work force is employed by small businesses that are less likely to offer health insurance to their employees. Those who do offer insurance often subsidize only the employee's premiums, not expensive coverage. The incomes of working parents in such businesses are often too low to afford family health insurance and too high for Medicaid eligibility.

It is the best interests of the children, the school system, the health care industry, and the community, as a whole, to provide health care access to children whose families fall through the crack between Medicaid and private insurance.

Healthy Kids provides an opportunity to purchase a full benefit health insurance package for children at a rate that is lower than most family policies. Insurance includes medical, dental, and mental health coverage. Premiums are charged on a sliding scale based on students' eligibility to participate in the federally funded free and reduced-free meal program.

The Alachua County Healthy Kids program serves school-age children throughout Alachua County. The program enables children to receive timely health care, including well-child-care visits and immunizations, dental care, hearing aids, and vision screens and glasses. Other benefits include physical office visits, prescriptions, emergency care, lab work, and hospitalizations.

Local fundraising efforts, plus the stat funds will purchase insurance for approximately 1,928 school age children who are currently uninsured or underinsured.