

THE SCHOOL DISTRICT OF ESCAMBIA COUNTY CURRICULUM AND INSTRUCTION SCHOOL BOARD AGENDA EXECUTIVE SUMMARY		
TITLE		SUBMITTED BY:
PERIOD OF GRANT/CONTRACT/REQUEST	FUNDING SOURCE	PROJECT COORDINATOR AND DEPARTMENT
AMOUNT OF FUNDING REQUEST ***** <i>Is amount more, less or same as last year?</i>	TOTAL PROJECT <i>Is the amount more, less or same as last year?</i> How much: _____	
PURPOSE		
IMPLEMENTATION PLAN		
PARTICIPATING SCHOOLS/AGENCIES		
ACTION REQUIRED		
STRATEGIC ALIGNMENT – <i>Include Pillar, Goal and Measurable Objective as outlined in the current Strategic Plan.</i> PILLAR: GOAL: MEASURABLE OBJECTIVE:		
DIRECTOR	DATE	
ASSISTANT SUPERINTENDENT	DATE	DATE OF BOARD APPROVAL

MULTI-AGENCY AGREEMENT BETWEEN
GLOBAL CONNECTIONS TO EMPLOYMENT, INC.,
BAPTIST HEALTH CARE CORPORATION, THE DIVISION OF VOCATIONAL
REHABILITATION SERVICES
AND
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA

The Parties to this Agreement are Global Connections to Employment, Inc., Baptist Health Care Corporation, hereinafter referred to as “Hospital”, the Division of Vocational Rehabilitation Services, and the School Board of Escambia County, Florida, hereinafter referred to as “School”.

I. PURPOSE:

The Parties to this Agreement will collaborate and cooperate to create a Project SEARCH Transition program at the Baptist Health Care Corporation for students with disabilities, and to foster and facilitate the acquisition of jobs for students with disabilities when possible. This Agreement specifies the roles and responsibilities of the Parties as they work in partnership to increase opportunities for students with disabilities. The program will be titled Baptist Health Care Corporation – Project SEARCH. It is modeled after Project SEARCH at the Children’s Hospital Medical Center in Cincinnati, Ohio.

II. ROLES AND RESPONSIBILITIES:

The Parties agree to the following roles and responsibilities.

A. The Global Connections to Employment, Inc. will:

- provide a Director to assist in coordinating the efforts of all key partners, supervise Global Connections to Employment, Inc. staff, ensure the program is moving forward within the framework of the projected timeline, and assist in any way necessary to facilitate success of the program.
- provide Job Coaches to work with students in internships throughout the host business.
- work with participating departments to identify internship opportunities for students with disabilities.
- examine existing open positions and determine their applicability for students with disabilities.
- predetermine high turnover, entry level support positions, or other applicable positions for proactive job analysis.
- recommend pre-screened applicants to Baptist Health Care Corporation sites (defined as sites at Baptist Hospital).

- assist with classroom set-up, curriculum development, and internship coordination.
- assist with student recruitment activities.
- participate as a partner in the Steering Committee, establish student eligibility guidelines, and select students for the program.
- provide travel training for students.
- provide expertise in and implementation of adaptations and accommodations as necessary.
- work with the Division of Vocational Rehabilitation Services to assist with obtaining adaptations and accommodations as necessary.
- provide education and training to Baptist Health Care Corporation employees regarding supporting students with disabilities as necessary.
- attend regular meetings with team members from the Parties to this Agreement to discuss and evaluate program progress.
- assist with public relation activities to promote the Project SEARCH program.
- liaison with Cincinnati Project SEARCH for technical assistance, data collection, and other issues related to model integrity.

B. Baptist Health Care Corporation will:

- provide classroom space (with white board or chalk board, small tables to be used as student work areas, chairs, locked cabinet for student files, and computer connections) and separate Instructor space (with telephone, fax, photocopy equipment, supplies, computer and email access).
- provide a business liaison that is available on a frequent basis to assist with internship development, introduce Project SEARCH staff to the business staff, market the program internally, attend periodic meetings to discuss and evaluate program progress, and work with the Instructor to reinforce workplace rules.
- develop a minimum of twelve (12) work sites for Baptist Hospital and a point of contact at each site for the purpose of teaching competitive, marketable skills to the program students. Provide access to hiring opportunities if a Project SEARCH student is appropriate for an internal job opening.
- provide badges and parking access for Project SEARCH staff.

- provide managers of departments that are being used as work sites to give direction,
- provide feedback, and evaluation to students during their work site rotations.
- provide access to meeting space for Open House events.

C. The School Board of Escambia County, Florida will:

- provide an Exceptional Student Education Instructor with transition experience to coordinate/teach the program.
- develop and provide curriculum and instructional materials that encompass employability skills, functional academics, transition, job development, and job readiness. The Project SEARCH Curriculum already approved by the Ohio Department of Education may be used and adapted for use, if necessary.
- assist the agency on development of internships and coordinate and monitor intern activities.
- facilitate student recruitment activities.
- participate as a partner of the Steering Committee, establish student eligibility guidelines, and select students for the program.
- provide expertise in and implementation of adaptations and accommodations.
- secure relationship with the Division of Vocational Rehabilitation Services for each student to allow for funding support.
- coordinate additional support for students as indicated by an Individual Education Plan.
- coordinate and attend regular meetings to discuss and evaluate program progress.
- collect data on student outcomes and report to all partners.
- liaison with Cincinnati Project SEARCH for technical assistance, data collection, and other issues related to model integrity.
- assist with public relation activities to promote Baptist Health Care Corporation - Project SEARCH sites.
- provide a certificate of insurance covering students participating in Project Search.

D. The Division of Vocational Rehabilitation Services will:

- provide funding support for individuals to participate in Project SEARCH at Baptist Health Care Corporation sites to include costs associated with background, drug, and health screening.
- provide expertise and assistance in adaptations and job accommodations.
- participate as a partner of the Steering Committee, establish student eligibility guidelines, and select students for the program.
- attend regular meetings to discuss and evaluate program progress.
- assist with public relation activities to promote Project SEARCH.

E. All Parties will:

- provide intern opportunities for a minimum of ten (10) to twelve (12) student participants for the Baptist Hospital site between July 1, 2021 and June 30, 2024.
- provide employment opportunities when available to students with disabilities whenever possible.
- provide the necessary support to maximize success of the program students.
- develop a minimum of twelve (12) intern work sites for Baptist Hospital and develop additional work sites as needed.

III. PERIOD OF AGREEMENT:

This Agreement will be effective from July 1, 2021 to June 30, 2024.

IV. INDEMNIFICATION:

The District shall indemnify and hold harmless the Hospital from any liability or damages the Hospital may suffer as a result of claims, demands, damages, losses, costs, or judgments arising out of the acts, or omissions, of the District, its faculty members, its clinical instructors, its students, or agents, in the performance of obligations under this Agreement. The Hospital shall use its best efforts to give to the District notice in writing within thirty (30) days after receiving any such claims made against the Hospital, or after it has knowledge of any other damage, loss, or expense threatened or incurred in regard to the Hospital resulting from the above acts or omissions.

The School Board of Escambia County, Florida agrees to indemnify the Hospital to the extent and only to the extent of the limits set forth in Section 768.28(5), F. S. and then only for the negligent or wrongful act or omission of any officer or employee acting within the scope of the officer's/employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically

provided herein, the School Board does not waive any defense of sovereign immunity. It is further understood and agreed by the parties to this Agreement that no officer or employee may be held personally liable except as provided by Section 768.28(9), F. S.

The Hospital shall indemnify and hold harmless the District from any liability or damages the District may suffer as a result of claims, demands, damages, losses, costs, or judgments arising out of the acts or omissions of the Hospital, its employees, or agents, in the performance of obligations under this Agreement. The District shall use its best efforts to give the Hospital notice in writing within thirty (30) days after receiving any such claims made against the District, or after it has knowledge of any other damage, loss, or expense threatened or incurred in regard to the District resulting from the above acts or omissions.

V. RELATIONSHIP OF PARTIES:

No agent or employee of any party shall be deemed an agent or employee of the other party. Each party will be solely and entirely responsible for the acts of its agents, subcontractors, or employees.

This Agreement is executed for the benefit of the Parties and the public generally. It is not intended nor may it be construed to create any third-party beneficiaries.

All parties agree to the attached Addendum entitled “ESCAMBIA SCHOOL DISTRICT FLORIDA PUBLIC RECORDS LAW AND COMPLIANCE” which is hereby incorporated herein by reference.

The attached Addenda entitled “ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM”, “Certification Regarding Debarment, Suspension, eligibility and Voluntary Exclusion-Lower Tier Covered Transactions” and “ESCAMBIA SCHOOL DISTRICT RISK MANAGEMENT ADDENDUM (REGULAR)” are hereby agreed to an incorporated herein by reference.

(THIS SECTION INTENTIONALLY LEFT BLANK)

MULTI-AGENCY AGREEMENT BETWEEN
GLOBAL CONNECTIONS TO EMPLOYMENT, INC.,
BAPTIST HEALTH CARE CORPORATION, THE DIVISION OF VOCATIONAL
REHABILITATION SERVICES
AND
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA

IN WITNESS WHEREOF, said parties have entered into this Agreement on the 15th day of June, 2021 to become effective July 1, 2021 through June 30, 2024.

THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA

By: _____
William E. Slayton, Chair

ATTEST: _____
Timothy A. Smith, Superintendent

APPROVED FOR LEGAL CONTENT
FOR JUNE 2021 AGENDA

JUN 01 2021

GENERAL COUNSEL
ESCAMBIA COUNTY SCHOOL BOARD

MULTI-AGENCY FOR PROJECT SEARCH

By: _____
Baptist Health Care Corporation Representative

By: _____
Global Connections to Employment, Inc. Representative

By: No signature required. See Project Search TAP revised 6-15-15 for VR support
Division of Vocation Rehabilitation Services Representative

ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM

CONTRACTOR’S RESPONSIBILITY FOR COMPLIANCE WITH CHAPER 119, FLORIDA STATUTES. Section 119.0701(1)(a), F.S. defines a “contractor” as “an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).” To the extent CONTRACTOR fits within the foregoing definition, pursuant to Section 119.0701, F.S., CONTRACTOR agrees to comply with all public records laws, specifically to:

A. Keep and maintain public records required by the School Board to perform the service.

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS7 for Public Schools. (See <http://dos.myflorida.com/library-archives/records-management/general-records-schedules>)

2. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the School Board. Contractor’s records under this Agreement include but are not limited to supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

B. Upon request from the School Board’s custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. If a Contractor does not comply with the School Board’s request for records, School Board shall enforce the provisions in accordance with the contract.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to School Board.

D. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the School Board, upon request from the School Board’s custodian of public records, in a format that is compatible with the information technology systems of the SCHOOL BOARD.

IF 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 SCHOOL BOARD OF ESCAMBIA COUNTY, CUSTODIAN OF PUBLIC RECORDS AT (850)469-6131, SPAYNE2@ECSDFL.US, OR 75 NORTH PACE BLVD., PENSACOLA, FL 32505.

A Contractor who fails to provide the public records to the School Board within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Approved:

Initials of Each Signatory:



Ellen D. Odom, General Counsel
Escambia County, School Board
75 N. Pace Blvd., Pensacola, FL 32505
05/17/21

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms „covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with

which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions,” without modification of all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

ED 80-00014, 9/90 (Replaces GCS-009 (REV. 12/88), which is obsolete)

ESCAMBIA SCHOOL DISTRICT RISK MANAGEMENT ADDENDUM (REGULAR)

Anything in the foregoing agreement to the contrary notwithstanding, each Signer thereof (other than the School Board, the Superintendent of Schools, the School District, their officers, agents and employees) hereby agrees to:

A. HOLD HARMLESS/INDEMNIFICATION AGREEMENT:

- 1. Save and hold harmless, pay on behalf of, protect, defend, and indemnify the School Board, (including the Superintendent of Schools, the School District, their officers, agents, and employees) from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of any person arising out of, or in any way related to, any action or inaction of the Signer (including its sub-contractors, officers, agents, and employees) in the performance or intended performance of this agreement, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to the performance of this agreement. The obligations of the Signer pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Signer.

B. REQUIRED INSURANCE:

- 1. Maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of general liability and auto liability insurance in an amount not less than \$1,000,000 with an insurance company rated not lower than "A" by A. M. Best and Company. The School Board shall be named as an additional insured. The policy and evidence of such insurance shall be endorsed so as to provide coverage for all liability hereby contractually assumed by the Signer and a copy thereof shall be delivered to the undersigned before beginning performance of this agreement. Such insurance shall not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with 45 days prior written notice to the School Board, which notice shall be given by U.S. Certified Mail with return receipt requested to the undersigned. No other form of notification shall relieve the insurance company, or its agents, or representatives of responsibility.
- 2. If this agreement involves performance by officers, employees, agents or sub- contractors of the Signer, the Signer shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of workers' compensation insurance in the amount required by Florida Statutes Chapter, 440, and Employer Legal Liability Insurance in the amount of \$100,000.

Approved:
Signer:

Initials of each
Signer:



**Kevin T. Windham, CFE, CSRSM,
Director-Risk Management
Escambia School District
75 North Pace Boulevard
Pensacola, FL 32505**

State of Florida

Vendor Certification Regarding Scrutinized Companies Lists

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ ZIP: _____
Phone Number: _____
Email Address: _____

Section 287.135, Florida Statutes prohibits or limits agencies from contracting with companies, for goods or services, that are participating in a boycott of Israel, are on the Scrutinized Companies that Boycott Israel list, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the sector entitled "Respondent Vendor Name" is not participating in a boycott of Israel, 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 has not been engaged in business operations in Cuba or Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____ AUTHORIZED SIGNATURE
Print Name and Title: _____
Date: _____