

District School Board of Pasco County

20430 Gator Lane • Land O' Lakes, Florida 34638 • 813/794-2221

Heather Fiorentino, Superintendent


www.pasco.k12.fl.us

Department of Purchasing
Kendra Goodman, CPPO, CPPB, Purchasing Agent
813/794-2221 Fax: 813/794-2111
727/774-2221 TDD: 813/794-2484
352/524-2221 e-mail: kgoodman@pasco.k12.fl.us

December 20, 2011

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent 

SUBJECT: Fourth Year of Existing Contract
Collection Agency Services Checkcare Systems

On December 15, 2009, official action (attached) was taken to approve the latest term of a contract with Checkcare Systems (Checkcare). This company assists the Department of Finance Services with collection of checks which have been rejected by the bank due to insufficient funds. It is renewable annually at the mutual agreement of the parties. The current term will expire on January 19, 2012.

Considering services have been satisfactory, Ms. Judith Zollo, Acting Director of Finance, has asked that the contract be renewed for an additional twelve months period, under existing terms and conditions. Checkcare has agreed in writing (attached) to do so. There is no cost to the District for these services. Checkcare will guarantee payment to the district up to \$500 for each check they collect on our behalf. The company is entirely responsible for administration of the program.

The term of the contract will be January 21, 2012-January 20, 2013. Although there is no cost for these services, we are requesting Board permission as it involves the handling of District funds.

Please contact Judith Zollo or me at your earliest convenience if you have any questions or concerns.

KDG/mw
Attachments

Date/Time: December 14, 2011 08:49:00



District School Board of Pasco County


7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638 • 813/794-2000

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Finance Services Department
Judith Zollo, Acting Director
813/ 794-2268 Fax: 813/ 794-2266
727/ 774-2268 TDD: 813/ 794-2484
352/ 524-2268 e-mail: jzollo@pasco.k12.fl.us

MEMORANDUM

DATE: December 1, 2011
TO: Ms. Kendra Goodman
Purchasing Agent
FROM: Judith Zollo 
Acting Director of Finance

SUBJECT: CHECKCARE CONTRACT RENEWAL FOR 2012

The contract renewal for CheckCare services is to be submitted to the Board at the December 20, 2011 Board Meeting.

The CheckCare services have been satisfactory and we wish to continue the contract. The scope of the program remains unchanged and there is no cost to the District.

Thank you for your assistance. If you need additional information, please call me at Ext. 42294.



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NEGOTIATED CONTRACT RENEWAL REQUEST CHECK COLLECTION SERVICES

Yes, I agree to renew the above-referenced contract for its next term, under existing terms and conditions. The contract term will be January 20, 2012 – January 19, 2013.
 No, I do not agree to renew the above-referenced contract with the District School Board of Pasco County.

COMPANY NAME: CheckCare Systems

SIGNATURE: Barbara Cooper DATE: 12-2-11

PRINTED NAME/TITLE: Barbara Cooper E-MAIL: Barbarac@checkcare-cfl.com

TELEPHONE W/AREA CODE: 888-339-2439 FAX W/AREA CODE: 407-339-4572

By agreeing to renew, vendor acknowledges and agrees to be in compliance with the "Jessica Lunsford Act." Vendors conducting business with the District School Board of Pasco County (DSBPC) who will (1) be at the school when students are present, or (2) have direct contact with students, or (3) have access to or control of school funds, must be Level 2 fingerprinted by DSBPC Human Resources. If any of the above criteria apply to this contract, you must have those individuals Level 2 fingerprinted and screened by the DSBPC Human Resources Department prior to commencement of services or work, and must provide a list of employees with renewal. Please contact (813) 794-2521 to arrange for a fingerprinting appointment. Costs associated with this background screening are to borne by the vendor. You may access information regarding this law, which became effective September 1, 2005, by reviewing Sections 1012.32 and 1012.465, Florida Statutes.

The contracting company certifies, by submission and signature of this form, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of Florida Statute 287.133(2)(a).

Vendor shall comply with all applicable laws, ordinances, codes and statutes of any and all local, state, or national governing bodies included within this section. Vendor shall comply with the regulations of the Civil Rights Act of 1964, in which no person in the United States shall on the grounds of race, creed, color, or national origin be excluded from participation in or be denied the proceeds of, or be subject to discrimination in the performance of this contract.

PLEASE RETURN TO:

DISTRICT SCHOOL BOARD OF PASCO COUNTY
ATTENTION: ARLENE ZIMNEY, CPPB, C.P.M., BUYER
PURCHASING DEPARTMENT
20430 GATOR LANE, LAND O' LAKES, FL 34638
(813) 794-2504 (PHONE)
(813) 794-2111 (FAX)
mwoodall@pasco.k12.fl.us

TERMS AND CONDITIONS

1. Guarantee Requirements. Company warrants the accuracy of its information and agrees to purchase from Member one check per Business Transaction, for which the Guaranty Requirements are strictly met, herein referred to as 'Qualified', except as set forth in paragraph four. 'Business Transaction' as used herein shall include only a transaction for the contemporaneous purchase of goods or services. Member's exclusive and sole remedy for breach of Guaranty shall be the right to require Company to purchase such dishonored check subject to the conditions stated in this Paragraph.

(a) Company agrees to reimburse the Member at face value all 'Qualified' checks presented and made payable to Member for payment of goods or services which were returned by any U.S. bank, savings and loan, or similar financial institution marked or stamped 'insufficient Funds', 'Uncollected Funds', or 'Account Closed'.

(b) Check shall include the following either imprinted or legibly written on the face of each check at the point of sale:

- Maker's Name
- Complete Residence (Street) Address
- Maker's Valid Telephone Number - Including Area Code

(c) Check must be a first party check drawn on a demand deposit account with a U. S. financial institution and must be made payable to Member. The physical address cannot be contain a P.O. box and must include a City, State and Zip code.

(d) If Member subscribes to Company's verification services, Member shall have made an inquiry to Company, received and legibly written a valid authorization code on the face of all checks accepted for payment at the point of sale.

(e) The date of the check, actual transaction and authorization code (if required) must all coincide. (No Pre or Post dated checks)

(f) Proof of claim: Checks must be routed directly from Member's financial institution to Company after first presentation. Checks may not be post/pre dated.

(g) Guaranty does not apply to checks wherein the Member has accepted or called for Approval on more than one check per each term of service.

(h) Member agrees to post notices concerning authorization for electronic representation for checks and charges from customer as stipulated by the Company.

2. Fees. Member agrees that Company or any of its attorneys or agents shall be entitled to collect from the consumer and retain any and all fees and/or exemplary damages in addition to the check amount. At Company's direction, Member agrees to post notices or secure authorization required to collect amounts arising from returned or dishonored checks.

3. Assignment. By the execution of this Agreement, Member assigns, transfers and conveys to Company all of Member's rights, title and interest in all returned checks and associated fees and agrees to endorse such checks and to take any further action reasonably deemed necessary by Company to aid in the enforcement of such rights.

4. Exclusions. All checks submitted by a Member to the Company will be excluded from guaranty payment if any one of the following conditions or circumstances are present:

(a) Checks not deemed as 'Qualified' under paragraph one or exceeding the dollar (\$) maximum per transaction.

(b) Any more than four (4) outstanding checks from the same person or checking account number per location. Each center is one location.

(c) The goods and/or services for which the check was issued have been returned to the Member, have not been delivered by the Member, or are claimed by the purchaser to have been unsatisfactory or in dispute.

(d) Member has received full or partial payment or security in any form whatsoever to secure payment of the check or the goods or services for which the check was issued were initially delivered on credit or under a lease.

(e) The transaction for which the check was tendered is for any reason, illegal, invalid, or a court of law determines that the check is not due or payable by the consumer.

(f) The check, as determined by the Company, has been altered or defaced.

(g) Member has selected the 'Check Recovery' option on the reverse of this Agreement.

5. Non-Qualified Checks. The Company guarantees 100 percent face value reimbursement upon full collection of all non-qualified checks and fees. The Company guarantees 70 percent face value reimbursement upon full collection of the face value and fees for all checks not electronically authorized through the Checkcare Plus system at the point of sale if the Member subscribes to the Checkcare Plus check verification service.

6. Term, Termination and Amendment. Company will initially provide check services for 12 months after Member's School Board approval. Thereafter, this Agreement may be renewed for successive one-year periods, at the mutual agreement of the parties. Either party may terminate this Agreement in writing upon 30 days written notice to the other party. This agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations (if any) made by and between the parties. The provisions of this agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this agreement signed by both parties.

7. Fees, Rates and Guaranty Charges. Member shall pay Company the fees and rates set forth or amended by the terms of this Agreement plus all applicable taxes. The percentage rate set forth as the Inquiry Rate shall apply to the face amount of all checks processed through Company. If the Monthly Fee is greater than Member's inquiries, the Monthly Fee shall apply. The Charge Per Transaction is a separate fee incurred on each check electronically processed through Company. Company reserves the right to change (a) Monthly Fee, (b) Inquiry Rate, (c) Charge Per Transaction and (d) Statement Fees at its discretion, by giving written notice to Member. Such changes shall be effective as of the date of the notice. Member agrees to pay Company, at Company's current rate, for all services and requests by Member that are not

specifically required of Company under this Agreement. Such requests include, but are not limited to, copies of returned checks, duplicate reports and Consumer status reports.

8. Payment. All fees and charges are due and payable upon receipt. A delinquency charge shall be added to the outstanding balance of any account 30 days delinquent. Without prejudice to its rights stated in Paragraph six, Company reserves the right to suspend its service and obligations to Member during any period in which Member's account is delinquent. Continuance of service and payment during any period of delinquency shall not constitute a waiver of Company's rights of suspension and termination. Any delinquent fees or other amounts not paid by Member when due, including rejected Guaranty items, may be debited against any amounts due Member from Company under this or any other agreement between Member and Company. Member agrees to pay to Company a Returned Item fee for any check/debit which is not paid by Member's bank.

9. Equipment. Company or its agents retains complete title to all rental equipment. Member agrees to strictly abide by any lease or rental agreement entered into as a result of this Agreement. Member further authorizes Company to debit amounts due as a result of any lease or rental agreement entered into in order to fulfill its obligations. This authorization shall survive the termination of this Agreement.

10. Credit Law Compliance. Member acknowledges and understands that it has certain obligations and responsibilities under the Federal Fair Credit Reporting Act, herein referred to as the FCRA. Member qualifies as a 'User of Information' and 'Furnisher of Information' as defined by the Federal Trade Commission and agrees to comply fully with these requirements and with the FCRA. Member certifies that it has a legitimate business need, in connection with a business transaction involving the check writer, to receive the information provided by Company and that such information will only be used for permissible purposes in accordance with the FCRA, and applicable state laws, Member agrees that the information will not be used for employment purposes, and will not be used for any purposes other than the business transaction between Member and consumer. Member agrees that neither it or its agents or employees will disclose the results of an inquiry made to Company except to the person about whom such inquiry is made and in no case to any other person outside the Member's organization. If Member decides to reject any check, either wholly or partly because of information obtained from Company, Member agrees to provide consumer with all information required by the FCRA and Company.

11. Legal Responsibility. In the event of Member's violation of any of the terms of this Agreement or its addenda, Member agrees to pay all costs, including reasonable attorneys' fees, for steps taken by Company to preserve, defend or enforce its rights. In the event of any legal action with third parties, consumers, businesses or regulatory agencies concerning any transaction or event arising under this Agreement, Member agrees to: (a) immediately notify Company of the claim or legal action; (b) cooperate with Company in the making of any claims or defenses; (c) provide any information deemed important or relevant by Company or its attorneys; (d) make available at least one employee or agent who can testify regarding said claims or defenses, and (e) assist in the full resolution of the claim. Company and Member shall each be responsible for its own attorneys' fees and court costs except as otherwise provided by this paragraph. Where Member has subscribed to the "Checkcare Plus" check verification system, Member agrees, at Company's sole discretion and at Member's expense, to provide records of all checks accepted at the point of sale for audit purposes. Except as expressly set forth herein, Company makes no Guaranty, express or implied, and it is agreed that no implied at law Guaranty shall arise from performance by Company or from this Agreement.

12. Governing Law and Integration. All of the terms and provisions of this agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, heirs, estates, successors and permitted assigns. This agreement and all transactions contemplated by this agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to principles of conflicts of laws.

13. Severability. If any provision of this Agreement or its addenda, or application is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be substituted by a new provision as similar as possible to the provision declared invalid, illegal or unenforceable. All other provisions shall remain valid and fully enforceable.

14. Survivability. All representations, covenants, and indemnities made herein shall survive the termination of this Agreement and shall remain enforceable after such termination.

15. Waiver. All rights and duties within this Agreement are material, relevant and important. No waiver of any rights hereunder shall be deemed effective unless specifically in writing and executed by the waiving party. Member and Company agree that delay or failure to exercise any right hereunder on the part of either party shall not operate as a waiver to further exercise such right. Member and Company agree that no single or partial exercise of any right hereunder shall preclude its further exercise.

16. Indemnification. Member agrees not to accept payment for checks processed through Company. Member agrees to promptly inform Company of the collection or dispute of any check. Member agrees that a decision to reject any check shall be solely Member's own responsibility. Company shall not be held responsible for any failure or delays or suspension of service caused by power or mechanical failure, fire, strikes, labor difficulties, inability to operate or obtain service for its equipment, acts of God, financial institution failure, unusual delay in transportation or other causes reasonably beyond the control of Company. Member agrees to indemnify and hold Company harmless for any negligent or intentional acts of Member's employees committed within the course and scope of their employment and resulting any and all claim, action, cost, expense, damage and liability, including costs and attorney's fees for Company's defense, arising out of, connected with or resulting from any and all claims, actions, costs, expenses, damages and liabilities, including costs and attorney's fees for Sponsor's defense, arising out of, connected or resulting from any negligent or intentional acts of Member's employees committed within the course and scope of their employment to the extent permitted by law.

MEMBERSHIP AGREEMENT

ADDENDUMS

SPECIAL PROGRAM – SCHOOL SYSTEMS – PASCO COUNTY REVISIONS

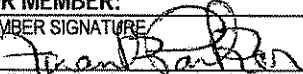
1. Reporting. Company agrees to furnish the following reports and reporting mechanisms to Member at no charge.

- (a) Twice each month, on the 1st and the 15th a printed remittance/payment report accompanied by payment will be mailed via United States mail. The report on the 1st will include payment for all guaranteed checks received by the Company between the 1st and the 15th of the previous month and any fully collected non-guaranteed checks then payable. The report on the 15th of the month will include payment for all guaranteed checks received by the Company between the 16th and the last day of the previous month and any fully collected non-guaranteed checks then payable. The Company will collate the reports and remittance checks in a manner that benefits the accounting department of Member.
- (b) An electronic version of the reports listed in 1(a) will be available online via the CheckCare Web Reporting site and Member may access this data at no charge. The data is updated concurrent with the mailing of the remittance reports. Data may be downloaded in a format compatible with Microsoft® Excel™.
- (c) Daily reports of checks received by the Company may be accessed exclusively through the CheckCare Web Reporting facility. As with the remittance reports, data may be download via a Microsoft® Excel™ compatible file.
- (d) Company will provide all web reporting at no cost to the Member.
- (e) Member may designate an internal manager for web reporting as a whole and allow others to access the data for their particular area of responsibility. (e.g. Individual school administrators may be given access to data for their schools. Food service managers may be given access to all data for food services, etc.)
- (f) There are no "per user" charges for accessing web reporting.
- (g) The Company reserves the right to perform maintenance and add or subtract features from the web reporting site.
- (h) The Company will initially train a Member designated manager in the use of the web reporting site at no cost to the Member.
- (i) The CheckCare Web Reporting site will archive data for Member retrieval for at least twelve (12) calendar months.

2. The CheckCare Dividend Program. Each month, concurrent with the remittance payment on the 15th, Company will remit to the Member a commission payment for each full payment (check principle plus all service fees) that has been collected by Company, during the previous month, on checks placed for collection by Member. Company will include a report with this payment detailing the proportional share of this commission for each school.

ADDENDUM SIGNATURE BLOCK

FOR MEMBER:

MEMBER SIGNATURE 
MEMBER PRINTED NAME AND TITLE Frank Parker, Chairman
AUTHORIZED SIGNATURE ON DEBIT ACCOUNT
AUTHORIZED PRINTED NAME AND TITLE

FOR CHECKCARE SYSTEMS:

CHECKCARE REPRESENTATIVE SIGNATURE		
CHECKCARE MANAGEMENT SIGNATURE		
CHECKCARE MANAGEMENT NAME AND TITLE		
INITIAL PAYMENT RECVD	CHK#	EFFECTIVE DATE

District School Board
of Pasco County

JAN 20 2009

Board Approved

CHECKCARE®

Converting Transactions Into Profits. Guaranteed.

1010 Red Bug Lake Road • Post Office Box 182237 • Casselberry, FL 32718-2237 • (407) 339-2439 • FAX: (407) 339-4572