



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Purchasing Services

Michael J. Woodall, CPPO, Purchasing Agent

813/ 794-2221 Fax: 813/ 794-2112

727/ 774-2221 TDD: 813/794-2484

352/ 524-2221 e-mail: mwoodall@pasco.k12.fl.us

August 20, 2013

MEMORANDUM

TO: Honorable School Board Members

FROM: Michael J. Woodall, CPPO, Purchasing Agent *MJW*

RE: Office for Student Support Programs & Services
Agreement for Services
The Harbor/Baycare Behavioral Health Care
Gulf Coast Jewish Family and Community Services, Inc.

The School District has numerous agreements with various facilities in order to provide mental health services on an as-needed basis. Please reference the attached memo from Ms. Melissa Musselwhite, Director of the Office for Student Support Programs and Services for further information.

The services covered under these contracts are considered professional services and therefore are exempt from the competitive pricing requirements as outlined in DOE's Section 6A-1.012(11)(a). These agreements were previously reviewed and approved by Nancy Alfonso, School Board Attorney on June 9, 2013.

At this time, we respectfully request your approval to enter into the agreements with the above-referenced companies. The services are outlined in the agreements and are attached for your perusal. These agreements will cover the period of August 20, 2013 through June 30, 2014.

Should you have any questions regarding this matter, please contact Mr. David Chamberlin or me at your earliest convenience.

MJW/acf

Attachments (2 originals)

Date/Time: August 14, 2013 08:42:00



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Office for Student Support Programs and Services
April Stephenson, Bookkeeper
813/ 794-2764 727/ 774-2764
352/ 524-2764 Fax: 813/ 794-2117
e-mail: astephen@pasco.k12.fl.us

MEMORANDUM
ESE-13/14-AS-016

DATE: August 20, 2013

TO: Michael J. Woodall, CPPO, Purchasing Agent

FROM: April Stephenson, Bookkeeper of Student Support Programs and Services
Melissa Musselwhite, Director of Student Support Programs and Services *mm*
Amelia VanName Larson, Assistant Superintendent for Student Achievement *AL*

**RE: AGREEMENT FOR SERVICES AND MUTUAL COOPERATION
(2013-2014)**

The Office for Student Support Programs and Services is requesting School Board approval of the attached **AGREEMENT FOR SERVICES AND MUTUAL COOPERATION** for 2013-2014 for two vendors. These vendors will provide mental health services on an as needed basis. The vendors are detailed below.

Contract Number	Vendor	Estimated Amount
2014000281	THE HARBOR/BAYCARE BEHAVIORAL HEALTH CARE	\$25,000.00
2014000282	GULF COAST JEWISH FAMILY AND COMMUNITY SERVICES, INC.	\$5,000.00

Funding source: General operating dollars

Please contact David Chamberlin at extension 42442 if you have any questions. Thank you for your assistance with this request.

MM/as

AGREEMENT FOR SERVICES AND MUTUAL COOPERATION

This agreement made and entered into this 2nd day of July, 2013 by and between **THE HARBOR/BAYCARE BEHAVIORAL HEALTH CARE**, a Florida corporation not for pecuniary profit, herein referred to as **THE HARBOR/BAYCARE BEHAVIORAL HEALTH CARE**, and the **DISTRICT SCHOOL BOARD OF PASCO COUNTY**, hereinafter referred to as the "**SCHOOL BOARD**".

WITNESSETH:

WHEREAS, THE HARBOR/BAYCARE BEHAVIORAL HEALTH CARE, and has the staff and facilities necessary for providing psychiatric assessment, counseling services and evaluation in Pasco County and

WHEREAS, the school system for which the **SCHOOL BOARD** is responsible requires such services from time to time, and

WHEREAS, there is a need for cooperation and sharing of services and resources between **THE HARBOR/BAYCARE BEHAVIORAL HEALTH CARE**, and and the **SCHOOL BOARD**.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained in this agreement, it is agreed by and between the parties that:

upon completion of contract

1. This agreement shall take effect and be in force ~~from July 2, 2013~~ until **June 30, 2014**. *mm*
2. During the term of the agreement, the supervisory/administrative staff of the two agencies will communicate and cooperate on matters of mutual concern.
3. During the term of this agreement **THE HARBOR/BAYCARE BEHAVIORAL HEALTH CARE**, shall provide counseling services to students and their families as requested by the **SCHOOL BOARD**.
4. The **SCHOOL BOARD** shall provide appropriate referral information on all cases referred to **THE HARBOR/BAYCARE BEHAVIORAL HEALTH CARE**.
5. **THE HARBOR/BAYCARE BEHAVIORAL HEALTH CARE**, and shall submit written reports to the **SCHOOL BOARD** on services delivered when requested by the Supervisor of Student Services.
6. Each student referred to **THE HARBOR/BAYCARE BEHAVIORAL HEALTH CARE**, and the Department of Student Support Programs and Services staff of the **SCHOOL BOARD** shall be eligible for services as outlined below at the rates of payment indicated.

A.	Intake Assessment	\$48.00 for Bio-Psychosocial \$97.00 for treatment plan
B.	Psychiatric Evaluation	\$210.00 per evaluation
C.	Medication Management	\$60.00 per session Limited to three (3) sessions
D.	Individual/Family Counseling	\$73.32 per session Limited to three (3) sessions
E.	Group Counseling	\$80.00 per group with capacity of 10 children

Any additional sessions will be charged to the family unless the Supervisor of Student Services has approved additional sessions in advance.



The Harbor/Baycare Behavioral Health Care

7. Total compensation for this contract for counseling services is estimated to be \$25,000.00. The final cost will depend on referrals and utilization of services.
8. **THE HARBOR/BAYCARE BEHAVIORAL HEALTH CARE**, shall provide a monthly accounting of services delivered and the **SCHOOL BOARD** shall remit payments to **THE HARBOR/BAYCARE BEHAVIORAL HEALTH CARE**, accordingly.
9. Requests by the **SCHOOL BOARD** for services to be performed by **THE HARBOR/BAYCARE BEHAVIORAL HEALTH CARE**, shall be authorized by the Director of Student Support Programs and Services through the Supervisor of Student Services.
10. Per Florida Statute 1012.32, the agency acknowledges that a Level 2 fingerprint screening is required of any individual who has direct contact with students while delivering services under the provision of this agreement. The agency will provide the names of specific employees who will provide services through direct contact with students and will cooperate with the School Board in meeting the requirements of the referenced statute.
11. **THE HARBOR/BAYCARE BEHAVIORAL HEALTH CARE**, agrees to accept the designated payment amount as payment in full and shall not seek compensation from additional sources, i.e. insurance, Medicaid, etc.

HOLD HARMLESS:

Each of the parties to this Agreement hereby agrees to indemnify and hold the other party hereto harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of the indemnifying party and which are not caused or materially contributed to by any officer, employee, agent or other representative of the indemnified party.

12. Either party upon thirty (30) days written notice may terminate this agreement.
13. This contract is subject to Act of God or government regulation, disaster, strikes, civil disorder, or other emergency making it illegal or impossible to provide facilities or hold the events. Should **THE HARBOR/BAYCARE BEHAVIORAL HEALTH CARE**, cancel this contract for reasons other than Act of God, etc., and another date time cannot be mutually agreed upon, **THE HARBOR/BAYCARE BEHAVIORAL HEALTH CARE**, shall refund all monies (including deposits) to the School Board. In addition, when the Department of Homeland Security issues a "Red Alert Status," the District School Board of Pasco County has the right to cancel this agreement without penalty and **THE HARBOR/BAYCARE BEHAVIORAL HEALTH CARE**, shall refund all monies (including deposits) to the School Board within thirty (30) calendar days.
14. As provided for under common law, and to the extent specifically authorized by Section 768.28, Florida Statutes, **THE HARBOR/BAYCARE BEHAVIORAL HEALTH CARE** hereby agrees to indemnify and hold the District harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of **THE HARBOR/BAYCARE BEHAVIORAL HEALTH CARE** and the District.
15. Termination of Contract: This contract may be terminated when it is in the best interest of the District within 30 days notice. Contracts cancelled by the vendor because of non-performance may result in exclusion from participating on any other similar contracts offered by any public school in Pasco County, FL. Contracts cancelled because of non-performance will be excluded from future business with the District for the full term of the contract plus one year.
16. The laws put forth by the State of Florida govern this contract and venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the appropriate Court in and for Pasco County, State of Florida.
17. Federal Debarment Certification: Certification regarding debarment, suspension, ineligibility and voluntary exclusion. As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, Section 85.105 and 85.110-(ED80-0013).

CONTRACT REVIEWED
AND APPROVED:

rw 8-9-13

The Harbor/Baycare Behavioral Health Care

- a. The prospective lower tier (\$25,000) participant certifies, by submission and signature of this Attachment A, 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 deferral department or agency.
- b. 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 contract.

The Contractor certifies, by submission and signature of this Attachment A, 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).

- 18. Prohibition Against Contracting with Scrutinized Companies: Pursuant to Section 287.135, Florida Statute, the Contractor, by affixing its signature to this Attachment A, certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. At the option of the District School Board of Pasco County, a contract is subject to termination if the vendor is found to have submitted a false certification as provide in Section 287.135(5) or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
- 19. The School Board normally issues payment for services within 30 days from receipt of invoices, provided the services have been received in a satisfactory and proper manner. No advance payments will be made.
- 20. The company and/or individual shall remain independent and not an employee or agent of the Board for the purpose of providing services not otherwise available to the Board.
- 21. **THE HARBOR/BAYCARE BEHAVIORAL HEALTH CARE** shall not assign, sublet, or otherwise dispose of, without first obtaining the written consent of the Board, any portion of services to be performed under this Contract.
- 22. **THE HARBOR/BAYCARE BEHAVIORAL HEALTH CARE** shall comply with all applicable laws, ordinances, codes, and statutes of any and all local, state, or national governing bodies included within this section. **THE HARBOR/BAYCARE BEHAVIORAL HEALTH CARE** 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.
- 23. Insurance: The Contractor shall purchase and maintain insurance for protection from claims under worker's compensation acts: claims resulting from negligent acts or omissions for damages because of bodily injury including personal injury, sickness, disease or death on any of the Contractor's employees or any other person; claims for damages because of injury to or destruction of personal property including loss of use resulting there from and claims arising out of the performance of this agreement and caused by negligent acts or omissions for which the Contractor is legally liable. All insurance provided under this contract shall be through an insurance carrier acceptable to the Owner. The insurance carrier shall be rated "A" or better by Best's Key Rating Guide. **Copy of insurance MUST be submitted prior to any work being performed.** Limits of coverage shall be:

Coverage:	Minimum Required:
1. Worker's Compensation	Statutory
2. Public Liability	Combined Limit
Bodily Injury: Each Person	\$1,000,000.00
Bodily Injury: Each Accident	\$1,000,000.00
Property Damage: Each Accident	\$1,000,000.00

**CONTRACT REVIEWED
AND APPROVED:**
rw 8-9-13

The Harbor/Baycare Behavioral Health Care

Evidence of such insurance **shall be furnished** to the Owner **as part of this contract**, and the Owner shall receive thirty (30) days' prior written notice of any cancellation, non-renewal or reduction of coverage of any of the policies. Upon notice of such cancellation, non-renewal or reduction, the Contractor shall procure substitute insurance so as to assure the Owner that the limits of coverage are maintained continuously throughout the period of this agreement.

24. Vendors conducting business, with the District School Board of Pasco County, 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 Human Resources. If any of the above applies to this contract, you must have those individuals Level 2 fingerprinted and screened by the Districts Human Resource Department prior to commencement of services or work.

Attachment B

This Attachment B is in connection with, and applicable to, **THE HARBOR/BAYCARE BEHAVIORAL HEALTH CARE**, and the District School Board of Pasco County (DSBPC).

Confidential Information:

Confidential Information: Each party acknowledges that it will have access to certain confidential information of the other party concerning the other party's business plans, employees and students' personal information, clients, technology, and products, including the terms and conditions of this Agreement ("Confidential Information"): Confidential Information will include, but not be limited to, each party's proprietary software and customer, employee, student information. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors on a need to know basis), any of the other party's Confidential Information and will take reasonable precautions to protect the confidentiality of such Confidential Information.

"Owner" refers to the party disclosing Proprietary Information hereunder, whether such party is the District School Board of Pasco County or vendor and whether such disclosure is directly from Owner or through Owner's employees or agents; and "Recipient" refers to the party receiving any Proprietary Information hereunder. Recipient hereby acknowledges and agrees that the Proprietary Information shall remain the sole and exclusive property of Owner. The disclosure of the Proprietary Information to Recipient does not confer upon Recipient any license, interest or rights of any kind in or to the Proprietary Information, except as provided under this Agreement. Recipient shall protect the Proprietary Information of Owner the same degree of protection and care Recipient uses to protect its own Proprietary Information, but in no event less than reasonable care. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information.

Exceptions: Information will not be deemed Confidential Information hereunder if such information: (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secretly or confidential, except through a breach of this Agreement by the receiving party; or (iv) is independently developed by the receiving party.

Any party who maintains computerized data that includes District information must be in compliance with and agree with their responsibilities as outlined in Florida Statute 817.5681: Breach of security concerning confidential information in third-party possession; administrative penalties, etc., reference:

(http://www.leg.state.fl.us/statutes/index.cfm?mode=View%20Statutes&SubMenu=1&App_mode=Display_Statute&Search_String=817.5681&URL=0800-0899/0817/Sections/0817.5681.html).

Agreement:

This agreement and the documents referenced herein contain the final, complete, and exclusive expression of the understanding of the parties hereto with respect to the transactions contemplated by this Agreement and supersedes any prior or contemporaneous agreement or representation, oral or written, by or between the parties related to the subject matter hereof. This contract may be modified only by written instrument executed by both parties. This contract is governed by the laws of Florida. Venue for this contract is Pasco County, Florida.

CONTRACT REVIEWED
AND APPROVED:

MW 89.13

The Harbor/Baycare Behavioral Health Care

The Harbor/Baycare Behavioral Health Care

BY: [Signature]
Name: Doug Leonardo
Title: Executive Director
Date: 7-23-13

District School Board of Pasco County

BY: _____
Name: _____
Title: _____
Date: _____

[Signature]
Melissa Musselwhite
Director, Student Support Programs and Services

8/6/13
Date

CONTRACT REVIEWED
AND APPROVED:
[Signature] 8-9-13

AGREEMENT FOR SERVICES AND MUTUAL COOPERATION

This agreement made and entered into this 30th day of July, 2013 by and between GULF COAST JEWISH FAMILY AND COMMUNITY SERVICES, INC., a Florida not-for-profit corporation, herein referred to as "GULF COAST" and the DISTRICT SCHOOL BOARD OF PASCO COUNTY, hereinafter referred to as the "SCHOOL BOARD"

WITNESSETH:

WHEREAS, GULF COAST has the staff and facilities necessary for providing psychiatric assessment, counseling services and evaluation in Pasco County and

WHEREAS, the school system for which the SCHOOL BOARD is responsible requires such services from time to time, and

WHEREAS, there is a need for cooperation and sharing of services and resources between GULF COAST and the SCHOOL BOARD.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained in this agreement, it is agreed by and between the parties that:

- 1. This agreement shall take effect and be in force ^{upon completion of contract} from ~~July 30, 2013~~ until June 30, 2014. *mm*
- 2. During the term of the agreement, the supervisory/administrative staff of the two agencies will communicate and cooperate on matters of mutual concern.
- 3. During the term of this agreement GULF COAST, shall provide counseling services to students and their families as requested by the SCHOOL BOARD.
- 4. The SCHOOL BOARD shall provide appropriate referral information on all cases referred to GULF COAST.
- 5. GULF COAST shall submit written reports to the SCHOOL BOARD on services delivered when requested by the Supervisor of Student Services.
- 6. Each student referred to GULF COAST by the Department of Student Support Programs and Services staff of the SCHOOL BOARD shall be eligible for services as outlined below at the rates of payment indicated.

A. Psychiatric Evaluation	\$210.00 per evaluation
B. Medication Management	\$60.00 per session Limited to three (3) sessions
C. Individual/Family Counseling	\$73.32 per session Limited to four (4) sessions
D. Bio-psychosocial	\$48.00 per session
E. Treatment Plan	\$97.00 per session
F. Group Counseling	\$40.00 per session (capacity of 10 children)

Any additional sessions will be charged to the family unless the Supervisor of Student Services has approved additional sessions in advance.

CONTRACT REVIEWED
AND APPROVED:
tw 8-9-13

GULF COAST

7. Total compensation for this contract for counseling services is estimated to be \$5,000.00. The final cost will depend on referrals and utilization of services.
8. **GULF COAST** shall provide a monthly accounting of services delivered and the **SCHOOL BOARD** shall remit payments to **GULF COAST**, accordingly.
9. Requests by the **SCHOOL BOARD** for services to be performed by **GULF COAST** shall be authorized by the Director of Student Support Programs and Services through the Supervisor of Student Services.
10. **GULF COAST** agrees to accept the designated payment amount as payment in full and shall not seek compensation from additional sources, i.e. insurance, Medicaid, etc.
12. Either party upon thirty (30) days written notice may terminate this agreement.
13. This contract is subject to Act of God or government regulation, disaster, strikes, civil disorder, or other emergency making it illegal or impossible to provide facilities or hold the events. Should **GULF COAST**, cancel this contract for reasons other than Act of God, etc., and another date time cannot be mutually agreed upon, **GULF COAST**, shall refund all monies (including deposits) to the **SCHOOL BOARD** if those monies were payments in advance of services rendered. Payments for services already rendered through the date of cancellation shall not be subject to refund. In addition, when the Department of Homeland Security issues a "Red Alert Status," the **SCHOOL BOARD** has the right to cancel this agreement without penalty and **GULF COAST**, shall refund all monies (including deposits) to the **SCHOOL BOARD** within thirty (30) calendar days if those monies were payments in advance of services rendered.
14. As provided for under common law, and to the extent specifically authorized by Section 768.28, Florida Statutes, **GULF COAST**, hereby agrees to indemnify and hold the **SCHOOL BOARD** harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of **GULF COAST**.
15. Termination of Contract: This contract may be terminated when it is in the best interest of the **SCHOOL BOARD** with 30 days notice. Contracts cancelled by the vendor because of non-performance may result in exclusion from participating on any other similar contracts offered by any public school in Pasco County, FL. Contracts cancelled because of non-performance will be excluded from future business with the **SCHOOL BOARD** for the full term of the contract plus one year.
16. The laws put forth by the State of Florida govern this contract and venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the appropriate Court in and for Pasco County, State of Florida.
17. Federal Debarment Certification: **GULF COAST** shall be required to provide the Certification regarding debarment, suspension, ineligibility and voluntary exclusion as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, Section 85.105 and 85.110-(ED80-0013).
 - a. The prospective lower tier (\$25,000) participant certifies, by submission and signature of this Attachment A, 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 deferral department or agency.
 - b. 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 contract.

The Contractor certifies, by submission and signature of this Attachment A, 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).

18. Prohibition Against Contracting with Scrutinized Companies: Pursuant to Section 287.135, Florida Statute, the Contractor, by affixing its signature to this Attachment A, certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. At the option of the District School Board of Pasco County, a contract is subject to

**CONTRACT REVIEWED
AND APPROVED:**

luw 8-9-13

GULF COAST

termination if the vendor is found to have submitted a false certification as provide in Section 287.135(5) or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

- 19. The SCHOOL BOARD normally issues payment for services within 30 days from receipt of invoices, provided the services have been received in a satisfactory and proper manner. No advance payments will be made.
- 20. **GULF COAST** shall remain independent and not an employee or agent of the SCHOOL Board for the purpose of providing services not otherwise available to the SCHOOL Board.
- 21. **GULF COAST**, shall not assign, sublet, or otherwise dispose of, without first obtaining the written consent of the SCHOOL Board, any portion of services to be performed under this Contract.
- 22. **GULF COAST**, shall comply with all applicable laws, ordinances, codes, and statutes of any and all local, state, or national governing bodies included within this section. **GULF COAST** 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.
- 23. Insurance: The Contractor shall purchase and maintain insurance for protection from claims under worker's compensation acts: claims resulting from negligent acts or omissions for damages because of bodily injury including personal injury, sickness, disease or death on any of the Contractor's employees or any other person; claims for damages because of injury to or destruction of personal property including loss of use resulting there from and claims arising out of the performance of this agreement and caused by negligent acts or omissions for which the Contractor is legally liable. All insurance provided under this contract shall be through an insurance carrier acceptable to the Owner. The insurance carrier shall be rated "A" or better by Best's Key Rating Guide. A certificate of insurance **MUST be submitted prior to any work being performed.** Limits of coverage shall be:

Coverage:	Minimum Required:
1. Worker's Compensation	Statutory
2. Public Liability	Combined Limit
Bodily Injury: Each Person	\$1,000,000.00
Bodily Injury: Each Accident	\$1,000,000.00
Property Damage: Each Accident	\$1,000,000.00

Evidence of such insurance **shall be furnished** to the SCHOOL BOARD **as part of this contract**, and the SCHOOL BOARD shall receive thirty (30) days' prior written notice of any cancellation, non-renewal or reduction of coverage of any of the policies. Upon notice of such cancellation, non-renewal or reduction, GULF COAST shall procure substitute insurance so as to assure the SCHOOL BOARD that the limits of coverage are maintained continuously throughout the period of this agreement.

- 24. Vendors conducting business with the District School Board of Pasco County 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 Human Resources. If any of the above applies to this contract, you must have those individuals Level 2 fingerprinted and screened by the District's Human Resource Department prior to commencement of services or work. Alternatively, fingerprints and the results of the Level 2 background screening performed by GULF COAST for its staff must be provided to the District's Human Resources Department.
- 25. To the extent required by §119.0701, Florida Statute (2013), the Parties agree that public records created regarding this agreement shall be made available for requests and retained in accordance with the provisions of law.

Attachment B

This Attachment B is in connection with, and applicable to, **GULF COAST**, and the SCHOOL BOARD.

CONTRACT REVIEWED
AND APPROVED:

uw 8-9-13

GULF COAST

Confidential Information:

Confidential Information: Each party acknowledges that it will have access to certain confidential information of the other party concerning the other party's business plans, employees and students' personal information, clients, technology, and products, including the terms and conditions of this Agreement ("Confidential Information"): Confidential Information will include, but not be limited to, each party's proprietary software and customer, employee, and/or student information. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors on a need to know basis), any of the other party's Confidential Information and will take reasonable precautions to protect the confidentiality of such Confidential Information.

"Owner" refers to the party disclosing Proprietary Information hereunder, whether such party is the District School Board of Pasco County or vendor and whether such disclosure is directly from Owner or through Owner's employees or agents; and "Recipient" refers to the party receiving any Proprietary Information hereunder. Recipient hereby acknowledges and agrees that the Proprietary Information shall remain the sole and exclusive property of Owner. The disclosure of the Proprietary Information to Recipient does not confer upon Recipient any license, interest or rights of any kind in or to the Proprietary Information, except as provided under this Agreement. Recipient shall protect the Proprietary Information of Owner the same degree of protection and care Recipient uses to protect its own Proprietary Information, but in no event less than reasonable care. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information.


Exceptions: Information will not be deemed Confidential Information hereunder if such information: (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party; or (iv) is independently developed by the receiving party.

Any party who maintains computerized data that includes District information must be in compliance with and agree with their responsibilities as outlined in Florida Statute 817.5681: Breach of security concerning confidential information in third-party possession; administrative penalties, etc., reference: (http://www.leg.state.fl.us/statutes/index.cfm?mode=View%20Statutes&SubMenu=1&App_mode=Display_Statute&Search_String=817.5681&URL=0800-0899/0817/Sections/0817.5681.html).

Agreement:

This agreement and the documents referenced herein contain the final, complete, and exclusive expression of the understanding of the parties hereto with respect to the transactions contemplated by this Agreement and supersedes any prior or contemporaneous agreement or representation, oral or written, by or between the parties related to the subject matter hereof. This contract may be modified only by written instrument executed by both parties.

GULF COAST,

BY: 
Name: CARLA A. WASHINKO
Title: CEO
Date: 7/31/2013

District School Board of Pasco County

BY: _____
Name: _____
Title: _____
Date: _____


Melissa Musselwhite
Director, Student Support Programs and Services

8/6/13
Date

CONTRACT REVIEWED
AND APPROVED:

Aw 8-9-13