



District School Board of Pasco County

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

Heather Fiorentino, Superintendent

www.pasco.k12.fl.us

Department of Purchasing

Michael J. Woodall, CPPO, Purchasing Agent

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

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October 16, 2012

MEMORANDUM

TO: Honorable School Board Members

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

RE: New Tampa Psychological Services, Inc.

The School District has individual and group counseling service agreements with various facilities in order to provide counseling services for students and families. 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).

This agreement will cover the period of October 17, 2012 through June 30, 2013. The estimated total for the contract period is \$5,000.00. Ms. Nancy Alfonso, School Board Attorney, reviewed and approved the above-referenced agreement on June 23, 2012 (copy of approval on file in Purchasing). General funds will be used for these expenditures.

At this time, we respectfully request The Board to approve the above-referenced agreement for providing counseling services for students and families. Should you have any questions regarding this matter, please contact David H. Chamberlin. If you have any purchasing related questions regarding this agreement, please contact me.

MJW/vj

Attachments



District School Board of Pasco County

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Student Services Department
David H. Chamberlin, Supervisor
813/ 794-2442 Fax: 813/ 794-2120
727/ 774-2442 TDD: 813/ 794-2484
352/ 524-2442

MEMORANDUM

SS 092A 11/12

Date: September 25, 2012
To: Mike Woodall, CPPB, Purchasing Agent
From: David Chamberlin, Supervisor of Student Services (Social Work) *DC*
Lizette Alexander, Director of Student Services *LA*
Subject: Mental Health Provider Contracts

Please find the following contracts with local mental health providers that outlines counseling services for students and families:

New Tampa Psychological Services, Inc.

At this time, we respectfully request that The Board approve the above-referenced agreements.

Thank you

DHC/es



6/2/12 [Signature]

AGREEMENT FOR SERVICES AND MUTUAL COOPERATION

This agreement made and entered into this 3rd day of July, 2012 by and between **NEW TAMPA PSYCHOLOGICAL SERVICES, INC.**, herein referred to as "CONSULTANT" and the **DISTRICT SCHOOL BOARD OF PASCO COUNTY**, hereinafter referred to as the "SCHOOL BOARD".

WITNESSETH:

WHEREAS, this contract is for professional, technical, or personnel services.

WHEREAS, the **CONSULTANT** is and shall remain an independent consultant and not an employee or agent of the **SCHOOL BOARD** for the purpose of providing services not otherwise available to the **SCHOOL BOARD**.

WHEREAS, the **CONSULTANT** shall, in a satisfactory, competent, and professional manner as determined by the **SCHOOL BOARD**, perform the individual counseling services as referred by School Social Workers. The **SCHOOL BOARD** shall furnish services, data, and information, et cetera, to the **CONSULTANT** in the referral information given.

The **CONSULTANT** shall commence performance of the contract on the 3rd day of July, 2012, and shall complete performance to the satisfaction of the **SCHOOL BOARD** no later than the 30th day of June, 2013.

1. During the term of this agreement the **CONSULTANT** will provide counseling services to students and their families as requested by the **SCHOOL BOARD**.
2. The **SCHOOL BOARD** shall provide appropriate referral information on all cases referred to the **CONSULTANT**.
3. The **CONSULTANT** shall submit written reports to the **SCHOOL BOARD** on services delivered when requested by the Supervisor of Student Services.
4. a. Each student and/or family referred to the **CONSULTANT** by the Department of Student Services staff of the **SCHOOL BOARD** shall be eligible for services as outlined below at the rates of payment indicated.

- | | |
|--------------------------|--|
| 1) Assessment | \$150.00 for initial assessment |
| 2) Individual Counseling | \$100.00 per session
Limited to four (4) sessions |
| 3) Group | \$40.00 per session
Limited to four (4) sessions |

The **SCHOOL BOARD** shall be charged a flat fee of \$85.00 for any scheduled appointment in which the student and/or family do not show up.

5. The **SCHOOL BOARD** shall remit payment of the compensation in Section One within thirty (30) days of receiving the billing statement from the **CONSULTANT**.

**ATTACHMENT "A"
INCORPORATED HEREIN**

<p>CONTRACT REVIEWED AND APPROVED AS AMENDED:</p> <p>[Signature] 9-26-12</p>
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NEW TAMPA PSYCHOLOGICAL SERVICES, INC.

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- 6. Total compensation for this contract for counseling services is estimated to be five thousand dollars (\$5,000.00). The final cost will depend on referrals and utilization of services.
- 7. The CONSULTANT 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.
- 8. Should the CONSULTANT be unable to comply with the provisions of this contract, he/she may propose a contract amendment to the SCHOOL BOARD. There is no obligation on the part of the SCHOOL BOARD to concede to such a proposal. Unless the contract is properly amended, in the vent of noncompliance, all liability for payment by the BOARD shall expire on the day following the specified expiration date.
- 9. The SCHOOL BOARD may, from time to time, request changes in the scope of the services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT'S compensations which are mutually agreed upon by and between the SCHOOL BOARD and the CONSULTANT, must be incorporated in written amendment to this contract.
- 10. Requests by the SCHOOL BOARD for services to be performed by CONSULTANT shall be authorized by the Director of Student Services through the Supervisor of Student Services.
- 11. The CONSULTANT agrees to accept the designated payment amount as payment in full and shall not seek compensation from additional sources, i.e. insurance, Medicaid.
- 12. ~~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 CONSULTANT agrees to cooperate with the SCHOOL BOARD in meeting the requirements of the statute.~~

TAIC

~~HOLD HARMLESS:~~

Attachment A, Paragraph 5 addresses indemnification

~~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.~~

Either party upon thirty (30) days written notice may terminate this agreement.

- A) New Tampa Psychological Services, Inc. shall comply with all applicable laws, ordinances, codes, and statutes of any and all local, state, or national governing bodies included within this section. New Tampa Psychological Services 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.

TAIC
11/7/11

12. Per Florida Statute 1012.32, the CONSULTANT 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 CONSULTANT, at its expense, agrees to cooperate with the SCHOOL BOARD in meeting the requirements of the statute.

CONTRACT REVIEWED AND
 APPROVED AS AMENDED.
 Sep 10 12 08:43a
 M.W. 9-24-12

CERTIFICATION FOR EMPLOYEE/EMPLOYMENT BACKGROUND:

Awarded vendor will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the vendor and all of its employees who provide services under this contract will complete the background screening required by the referenced statutes and meet the standards established by the statutes. Background screenings must be completed through the District School Board of Pasco County Human Resources Department. This certification will be provided to the District, School and Purchasing Department in advance of the awarded vendor providing any services on campus while students are present. The awarded vendor will bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to vendor and its employees. Awarded vendor will provide the school and Purchasing Department a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Awarded vendor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. Awarded vendor agrees that in the event the vendor or any employee who the vendor has certified as completing the background check and meeting the statutory standards then is convicted of any disqualifying offense, the vendor will notify the School or District Department within 48 hours of such. The parties agree that in the event that awarded vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling the School or District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Awarded vendor agrees to indemnify and hold harmless the School or District, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from vendor's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.

Effective October 1, 2005 the Florida Department of Law Enforcement opened a new shared fingerprint database that is available to all School Districts in Florida. Vendors and their employees who were fingerprinted within the last five (5) years in any county in Florida should be in the State fingerprinting database. Vendors and their employees who have been fingerprinted in one of the School Districts should have the ability to notify other School District's Human Resources Department of their fingerprinting status by providing the name of the School District in which they were fingerprinted, employee name, and social security number. This legislation alleviates the issue of requiring vendors to be fingerprinted in every District in which they provide services.

Awarded vendor must provide a list of employees that will participate in this contract for fingerprinting appointments with the District's Human Resources Department.

Any costs associated with the screening are the sole responsibility of the vendor, contractor, or subcontractor. If Level 2 background and fingerprinting needs to be conducted, please contact Pasco County School Board, Human Resources at (813) 794-2521. The initial cost is \$85.00 per person and must be purchased with a money order. This cost covers the initial fingerprinting (\$61) and the four year retention cost (\$6 per year, \$24). If you have any questions on this process, please contact the District's Human Resources Department at (813) 794-2521.

- B) By signing this document you are attesting to the fact that you will submit to the Purchasing Department a completed Contractor/Vendor Self-Certification form listing all of the employees associated with this contract, at least two (2) weeks prior to the scheduled event.
- C) The following individual(s) is the ONLY individual(s) permitted on School Board property. Other individuals may be added if Level 2 Fingerprinted and cleared by our Human Resources Department.

T.S.A. / J.A. 260 09-08-2012
 New Tampa Psychological Services

[Signature] Date 9-2012

Cost Center Administrator Date
Mike Woodall 10.2.12

Kendra Goodman, CPPO, CPPB, Purchasing Agent Date
Mike Woodall

Attachment "B"

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.

New Tampa Psychological Services

District School Board of Pasco County

By: *T. A. [Signature]*
Authorized Signature

By: _____
Authorized Signature

Name: *T. A. Abush-Kish, PhD*
Title: *Clinical Psychology*
Date: *09-05-2012*

Name: _____
Title: _____
Date: _____