



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: 813/794-2111

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

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

June 18, 2013

MEMORANDUM

TO: Honorable School Board Members

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

RE: Contract with Applied Behavior Analysis Solutions, Inc. (ABA Solutions, Inc.)

Attached please find a contract with Applied Behavior Analysis Solutions, Inc. (ABA Solutions, Inc.) which requires Board authorization. The Office for Student Support Programs and Services has requested these services for students who require support from a Board Certified Behavior Analyst. The services of ABA Solutions, Inc. are used when the nature and severity of the student's behavior exceeds the skill level of District staff. Please see the attached memo from Ms. Melissa Musselwhite, Director of Student Support Programs and Services, for detailed information.

The term of this contract will be from July 1, 2013 through June 30, 2014. The cost of the service will be funded through IDEA Part B Grant funds. In accordance with DOE Rule 6A-1.012(11)(a), the purchase of professional services may be exempt from the competitive solicitation process and negotiated when it is in the Board's best interest to do so.

We are requesting Board signature on the attached contract, and permission to place a purchase order in the amount of \$100,000. Please feel free to contact Ms. Melissa Musselwhite or me at your earliest convenience if you have any questions or concerns.

MJW/plh

Attachments

Date/Time: June 12, 2013 08:55:00



DISTRICT SCHOOL BOARD OF PASCO COUNTY

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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-12/13-AS-054

DATE: June 18, 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*

RE: **Standard Contract Form Professional and Technical Services with Applied Behavior Analysis Solutions Inc (aka ABA Solutions Inc) (2013-2014) Contract # 2013000950**

The Office for Student Support Programs and Services is requesting School Board approval of the attached **STANDARD CONTRACT FORM PROFESSIONAL AND TECHNICAL SERVICES** with Applied Behavior Analysis Solutions Inc in the amount of \$100,000.00. Contracting with this vendor will allow us to provide services to students who require support from a Board Certified Behavior Analyst. The services of Applied Behavior Analysis Solutions Inc are used when the nature and severity of the student's behavior exceeds the skill level of district staff. The services may include by are not limited to consulting with district/school staff on children with behavioral challenges; observations of students; training of school teams; implementing and monitoring of behavior plans; mentoring students; and mentoring staff working with students with behavioral challenges. This contract will allow us to continue to provide a continuum of services for ESE students.

Funding source: IDEA Part B grant

Attached is a copy of their mental health counselors' professional liability policy. Attached is a list of contractors who have been fingerprinted. All of them are listed in the Finger Print Log.

Thank you for your assistance with this request.

MM/as



DISTRICT SCHOOL BOARD OF PASCO COUNTY
STANDARD CONTRACT FORM
PROFESSIONAL AND TECHNICAL SERVICES

NE W-9 CB Ins
EPLS FL DB SunBiz (Purchasing Use Only)

Requisition # _____
Contract # 2013000950

THIS AGREEMENT, entered into as of the 15th day of May, 2013 by and between the District School Board of Pasco County, Florida, hereinafter referred to as the Board and Applied Behavior Analysis Solutions Inc aka ABA Solutions Inc (individual/company name) of PO Box 1081 (address), Oldsmar (City), State of Florida 34677, hereinafter referred to as the Consultant.

WITNESSETH THAT:

The Board and the Consultant do mutually agree as follows:

1. This contract is for professional, technical, or personnel services. The Consultant is and shall remain an independent consultant and not an employee or agent of the Board for the purpose of providing services not otherwise available to the Board.
2. The Consultant shall, in a satisfactory, competent, and professional manner, as determined by the Board, perform the following:
To provide behavior supports on an as needed basis. Services may include but are not limited to consulting; observing; training; implementing; monitoring; mentoring students and/or staff working with students; reviewing student records.

The Board shall furnish services, data, and information, etc., to the Consultant as follows:

If and when necessary district office and/or school staff will provide all the appropriate information to the consultant.

3. The Consultant shall commence performance of this Contract on the 1st day of July, 2013 and shall complete performance to the satisfaction of the Board no later than the 30th day of June, 2014.

4. The Board shall pay compensation and expenses to the Consultant as indicated. The honorarium for personal services shall be the standard ordinary and normal charges for the Consultant based upon his qualifications and the nature of services provided. If the Consultant is to be reimbursed for travel expenses, the expenses charged for travel shall not exceed those allowable under the customary practices and policies by the Board.

Rates: \$85.00 an hour for Level 1 (BCBA with 3 years postgraduate experience);

\$75.00 an hour for Level 2 (BCBA); \$37.00 an hour for Level 3 (BCABA);

\$19.00 an hour for Behavior assistant. This contract shall not exceed \$100,000.00.

Flat fee price listed includes travel and per diem.

Subject to an executed purchase order.

CONTRACT REVIEWED AND APPROVED:

[Signature] 5.30.13

(Purchasing Use Only)

The Board shall remit payment of the compensation in Section 4 as follows:

Once services are rendered and invoices are received from the consultant,
they will be sent to the Accounts Payable Department for processing of payment.
Payment takes approximately thirty days from receipt of satisfactory
services being rendered and proper invoicing.

5. It is agreed that this is a "Flat Fee" Contract. At no time will the amount paid to the Consultant exceed the amount in Section 4 without a written amendment endorsed by both the Board and the Consultant.
6. The Consultant shall maintain such records and accounts as will assure a proper accounting of compensation and reimbursement of expenses. These records will be retained for a period of three years and shall be made available upon request by the Board for audit purposes.
7. The Consultant shall make financial, program, progress, evaluation, and any other reports as may be requested from time to time by the Board.
8. The Consultant 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.
9. The Consultant 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 Consultant 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. Also, all the funds, services, materials, property, etc. inclusive in this Contract shall not be used in the performance of any partisan political activity or to further the election or defeat of any candidate for public office.
10. The Consultant may publish and copyright the results of this Contract without prior review by the Board, providing that:
 - a. Such publications acknowledge that the performance of this Contract was supported by the Board.
 - b. The Board reserves a royalty fee, nonexclusive or irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use all the materials.
 - c. Consultant shall furnish twenty (20) copies of each publication to the Board and additional copies are available free upon request.
 - d. Such actions are in compliance with Chapter 286, Florida Statutes.
11. Any discovery or invention arising from, or developed as a result of this Contract shall be promptly reported to the Board to determine whether patent protection shall be sought to protect the public interest. Neither the Consultant nor any individual employee under this Contract shall have proprietary interest in any such discovery.
12. 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.
13. Consultant, Applied Behavior Analysis Solutions Inc, its individual members, officers, personnel, employees, agents, contractors, and assigns (hereinafter Consultant) hereby agrees to protect, defend, indemnify, release, and hold the District School Board of Pasco County, its individual members, schools, personnel, employees, agents and assigns (hereinafter collectively referred to as School Board) harmless from and against any and all claims or law suits for damages of any nature whatsoever which are caused or materially contributed to by the negligent, reckless, or intentional acts of Consultant.

CONTRACT REVIEWED AND
APPROVED:

hw 5.30.13

(Purchasing Use Only)

This form is a release, waiver, indemnification agreement, and hold harmless agreement, which acts to protect and release the School Board from any and all damages or injuries which may result from your participation in the aforementioned event.

Consultant agrees to release the School Board and hold the School Board harmless for any injuries or damages suffered by Consultant arising out of participation in the aforementioned event, regardless of whether such injuries or damages arise out of the accidental, negligent or reckless acts of School Board, or some third party.

Consultant agrees to protect, defend, indemnify, pay, and reimburse School Board for any and all claims paid, damages paid, judgments, attorney fees, costs, payments, and medical bills incurred by the School Board resulting from claims or lawsuits arising out of Consultant's participation in the aforementioned event, and which are caused or materially contributed to by the negligent, reckless, or intentional acts of Consultant.

Consultant agrees that should any portion of this form be held invalid under controlling Florida law, then the remainder of this form shall remain intact and in force, to the extent that it is not invalid under controlling Florida law. Consultant specifically acknowledges that its individual duty to indemnify the School Board for the above-referenced liability is not dependent on the validity of any other portions of this document, including the release of liability.

14. The 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 Board and the Consultant, must be incorporated in written amendment to this Contract.
15. 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.
16. This Contract and/or any and all parts thereof can be terminated without cause upon 15 days written notice by either party. Upon termination, the Consultant shall receive compensation and expenses to the date of termination, provided Consultant has fully performed as stated herein up to the termination and has not breached the terms and provisions of this Contract.
17. The Consultant agrees that all papers, documents, evaluations, product, etc. are the property of the Board.
18. EMPLOYMENT/EMPLOYEE BACKGROUND CHECKS
 - a. Vendors conducting business, with the District School Board of Pasco County, who will (1) be at the school when students are present, (2) have direct contact with students, or (3) have access to or control of school funds must be Level 2 fingerprinted by the District's Human Resources Department. 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.
 - b. The Company/Consultant shall be fully and solely responsible (the liabilities and responsibilities of the employees are not eliminated) for all matters regarding the personal safety of school personnel and students. By signing this document you are attesting to the fact that your employees working on School Board property, have been properly screened, Level 2 (criminal background checks, fingerprinting, etc.) in accordance with Florida State Statute 1012.32(2)(a) and 1012.465(1) and have not been found guilty or pled guilty or nolo contendere (no contest) regardless of adjudication, to any crime listed in State Statute 435.04, including but not limited to: murder, rape, molestation, aggravated assault, aggravated battery, kidnapping, sexual battery, lewdness and indecent exposure, incest, child abuse, negligent treatment of children, etc. Any costs associated with the screening are the sole responsibility of the Company/Consultant.

19. INSURANCE

The Vendor/Proposer 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 Vendor'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 Vendor 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.

CONTRACT REVIEWED AND
APPROVED:

MW 5.30.13
(Purchasing Use Only)

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
3. Automobile Liability & Property Damage	Combined Limit
Bodily Injury: Each Person	\$200,000.00
Bodily Injury: Each Accident	\$500,000.00
Property Damage	\$100,000.00

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 Vendor shall procure substitute insurance so as to assure the Owner that the limits of coverage are maintained continuously throughout the period of this agreement.

20. 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.

CONTRACT REVIEWED AND APPROVED:

 (Purchasing Use Only)

21. Other provisions: When the Department of Homeland Security issues a "Red Alert Status", the District School Board of Pasco County has the right to cancel any agreement without penalty and shall be refunded all monies, including deposits, within thirty calendar days. If a "Red Alert Status" is issued, the consultant will be compensated for all services up until the date of issue. Bidding process waived as per FL DOE Section 6A-1.012. Per Jason Wallace - Because my people are contractors I am not required to have workers comp on them. This according to multiple accountants that I have consulted.

IN WITNESS WHEREOF, the Board and the Consultant have executed this Agreement as of this date.

ATTEST:

DISTRICT SCHOOL BOARD OF PASCO COUNTY

PROFESSIONAL CONSULTANT

By: [Signature]
Superintendent or Purchasing Agent

By: [Signature]
Consultant
Jason Wallace

By: [Signature]
Department/School Administrator

Social Security #: _____
(or) E.I.N. 76-0770913

By: _____
Board Chair (If Over \$50,000)

Mailing Address:
PO Box 1081

Recorded in Board Minutes:

Date

Oldsmar, Florida 34677

Contractors for Applied Behavior Analysis Solutions Inc
PO Box 1081
Oldsmar, Florida 34677

	A	B	C	D
1	NAME	Comments	Date Fingerprinted	Expiration Date
2	Andrea N Perdomo		9/16/2009	9/15/2014
3	Bethany S Harriage		5/9/2012	5/8/2017
4	Danielle A Godish		3/10/2010	3/9/2015
5	David L. Engelman		2/17/2009	2/16/2014
6	Diego Valbuena		9/30/2011	9/29/2016
7	Fernando M Herrera		12/17/2012	12/16/2017
8	Jackalynne J Delong		11/26/2012	11/25/2017
9	Jason D Wallace		3/9/2010	3/8/2015
10	Jennifer A Noah		10/30/2008	10/29/2013
11	Jessica L Moore		10/4/2011	10/3/2016
12	John F Thomas		3/14/2012	3/13/2017
13	Kerri H Garrett		9/22/2008	9/21/2013
14	Kristin M Dorsch		3/30/2012	3/29/2017
15	Medea R Ehrlich		10/19/2011	10/18/2016
16	Michael M Cripe		10/12/2012	10/11/2017
17	Michelle L Ventimiglia		5/20/2009	5/19/2014
18	Nicole M Minard		2/26/2013	2/25/2018
19	Paula E Chan		9/28/2010	9/27/2015
20	Paula Petit-frere		12/14/2012	12/13/2017
21	Rebecca L Webster		2/27/2012	2/26/2017
22	Samantha L Fuesy		12/16/2009	12/15/2014
23	Sarah M Mele	Her last name is now Dethier.	9/25/2009	9/24/2014
24	Steven J Ward		2/8/2012	2/7/2017
25	Taylor E Ferguson		2/29/2012	2/28/2017
26	Tera S Ester		9/12/2008	9/11/2013
27	Teresa A Grimes		2/8/2012	2/7/2017
28	Thomas K Erickson		9/6/2012	9/5/2017
29				
30				