



# 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](mailto:mwoodall@pasco.k12.fl.us)

August 6, 2013

## MEMORANDUM

TO: Honorable School Board Members

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

RE: School Counselor Position Agreement  
Eckerd Youth Alternatives, Inc. d/b/a Eckerd Community Alternatives (ECA)

Eckerd Community Alternatives (ECA) is a community-based care agency that partners with the District to ensure youth in foster care are successful. As a result, ECA has committed to fund a school counselor position to work specifically with youth in foster care to support their educational goals. Please reference the attached memo from Mr. David Chamberlain, Supervisor – Office for Teaching and Learning, for further information regarding this agreement.

At this time, we respectfully request your approval to retroactively enter into the attached agreement with the above-referenced facility. The services are outlined in the agreement and are attached for your perusal. The interagency agreement will cover the period of July 1, 2013 through June 30, 2014. The agreement was reviewed by the School District's Attorney, Nancy McClain Alfonso on July 18, 2013.

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

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Attachments

Date/Time: July 30, 2013 09:49:00



## DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

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

Office of Student Support Services and Programs

David H. Chamberlin, Supervisor

813/ 794-2442 Fax: 813/ 794-2120

727/ 774-2442 TDD: 813/ 794-2484

352/ 524-2442

**Memo**

SS 001A 13/14

Date: August 6, 2013  
TO: Mike Woodall, Director of Purchasing  
FROM: David Chamberlin, Supervisor of Social Work *DC*  
RE: School Counselor for Foster Care Youth

### **Introduction**

Eckerd Community Alternatives (ECA), the community-based care agency that oversees foster care and adoption services in Judicial Circuit Six, continues to partner with the District to ensure that youth in foster care are successful. Therefore ECA again has committed to fund a school counselor position to work specifically with youth in foster care to support their educational goals.

### **Description**

A full-time school counselor position will be hired to support those students in the District that are currently in foster care. This counselor position will meet with the student, act as liaison between the school district and ECA, and work to eliminate the barriers to the student achieving academic success.

### **Action Requested**

The staff is requesting the Board approval of the contract with ECA who will fund a school counselor position to support the youth living in foster care.

### **Recommendation**

The staff is respectfully request the Board approval of the contract with ECA who will fund a school counselor position to support the youth living in foster care.

cc: Amelia VanName-Larson, Assistant Superintendent for Student Achievement  
Melissa Musselwhite, Director, Student Support Programs and Services

CONTRACT REVIEWED  
AND APPROVED:  
*MQW [Signature] 7/23/13*

**SERVICE AGREEMENT# ECA-GCS-PAS-FY14**

**THIS AGREEMENT** is made and entered into by and between Eckerd Youth Alternatives, Inc. d/b/a Eckerd Community Alternatives (ECKERD) a not-for-profit corporation organized in the State of Florida, and The School Board of Pasco County, Florida ("School District").

**WITNESSETH:**

In consideration of the exchange of mutual covenants and promises set forth below, the parties do hereby mutually agree, stipulate and covenant as follows:

**1. School District's Services.**

ECKERD retains the services of the School District and the School District agrees to provide and integrate services that are beneficial to meeting the needs of children, youth, and their families on school grounds, and as a partner with Pasco County Public Schools desire to enter into an agreement whereby Eckerd and the School District shall work cooperatively to provide supportive services. School District shall provide the professional services described in "Exhibit A" to this Agreement.

**2. School District's Compensation.**

For satisfactory completion of services rendered under this Agreement, ECKERD will pay School District a total amount not to exceed **\$55,000.00** for the salary, benefits, vicinity travel, and equipment/supplies cost of one 10 -month, district wide, guidance counselor for the deliverables described in "Exhibit A," as mutually determined by ECKERD and School District.

School District will be paid quarterly, following receipt and approval of a properly submitted invoice to the ECKERD Contract Specialist. Requests for payment of fees must be submitted to Eckerd no later than ten (10) business days following the end of each quarter for which the invoiced services were provided. Said request for payment must reference above School District Agreement # ECA-GCS-PAS-FY14. Said invoice must include a statement from School District certifying that the deliverables for which School District is requesting payment have been furnished as specified in "Exhibit A." ECKERD will pay all undisputed requests for payment within thirty (30) calendar days following the date the request is approved by ECKERD. The obligation to pay School District for properly invoiced services rendered or costs incurred prior to termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

Federal tax law requires that ECKERD have School District's current Taxpayer Identification Number (TIN) on file. In order for ECKERD to comply with Internal Revenue Service (IRS) regulations, School District shall complete the IRS Form W-9 Request for Taxpayer Identification, copy of which is attached hereto as "Exhibit B". Failure to furnish ECKERD with this information within thirty (30) days of the execution of this Agreement may result in delayed payments and/or School District being subject to as much as 30% in backup withholding.

**3. Term and Termination.**

The term of this Agreement begins on July 1, 2013 (the "Effective Date") and continues until June 30, 2014 (the "Expiration Date").

ECKERD or School District, either in its sole discretion, may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice. Upon termination all obligations of the parties hereto

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shall cease, except for the confidentiality and property rights requirements following, which shall survive any termination. Any unearned payments shall be returned to ECKERD by School District within five (5) business days.

**4. Confidentiality.**

a. School District shall comply with all confidentiality and non-disclosure terms required by applicable law, rule, or regulation, and shall submit the attached Confidentiality Agreement, which is attached hereto as "Exhibit C." School District, as applicable, is to comply with the Health Insurance Portability and Accountability Act (42 U.S.C. section 210 et seq.) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

b. School District acknowledges that the information School District receives in connection with the transactions contemplated under this Agreement is confidential to ECKERD (the "Confidential Information"). School District acknowledges and agrees that School District will keep secret any and all Confidential Information and that School District will not disclose to anyone Confidential Information without the advance, express, written consent of ECKERD or as required by law.

c. School District agrees to make no use whatsoever of any Confidential Information, except with respect to the evaluation and consummation of the transactions contemplated under this Agreement.

d. School District's obligations hereunder shall not apply to Confidential Information which is in the public domain or is required to be disclosed as a matter of law.

e. School District agrees that ECKERD may not be adequately compensated for damages for a breach of the covenants contained in this Section 4, and that ECKERD shall be entitled to injunctive relief and specific performance in addition to all other remedies if such a breach occurs.

f. The obligations in this Section 4 will survive termination or expiration of this Agreement.

g. School District agrees to execute the Agreement for Confidentiality and Mandatory Disclosure of Conflicts of Interest form attached hereto as "Exhibit C".

**5. Maintenance and Ownership of Documents.**

School District agrees to maintain all information and documents generated or received during the term of this Agreement and document all case notes into the child's file on the Florida Safe Families Network (FSFN). Furthermore, School District shall make available to Eckerd's authorized representative or Child's Case Manager, as allowed by law, all records for audit or inspection purposes. Said records and documentation shall be retained by the School District for a minimum of five (5) years from the date of termination of this Agreement.

**6. Relationship of Parties.**

The relationship between ECKERD and School District hereunder is that of principal and independent agent and under no circumstances should School District be considered an employee of ECKERD. School District does not have, nor shall it hold itself out as having, any right, power or authority to create any contract or obligation, either expressed or implied, on behalf of, in the name, or binding upon ECKERD, unless ECKERD consents thereto in writing.

School District assumes exclusive liability for any payroll or other public taxes imposed upon the

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employer by any federal or state law. School District's Federal ID Number shall be identified pursuant to Section 2 of this Agreement.

**7. Standard of Performance.**

School District warrants that in its performance of the work for ECKERD, it will exercise that degree of diligence, skill and care appropriate for the nature of the work that would ordinarily be exercised by duly qualified professionals performing like or similar services.

**8. Professional Responsibility.**

School District shall devote its best efforts to advance the interest of ECKERD in its performance of said work, and shall do nothing which will compromise, be injurious or detrimental to ECKERD's reputation or standing in the community or with ECKERD's School Districts and/or clients. School District shall cooperate fully with all persons engaged in ECKERD's employ to the end that harmonious relations may at all times be maintained between the School District and personnel of ECKERD.

**9. Assignment.**

Inasmuch as this is an agreement for the services of School District, the rights, benefits, privileges, obligations and responsibilities of School District may not be assigned or transferred to a third party or parties without express written consent of ECKERD; however, the rights, benefits, privileges, obligations and responsibilities of ECKERD shall be transferable, and all covenants and agreements hereunder shall endure to the benefits of, and be enforceable by, or against its successors and assigns.

**10. No Waiver.**

Any failure by either party to enforce at any time any terms and conditions of this Agreement shall not be considered a waiver of that party's right thereafter to enforce each and every term and condition of this Agreement.

**11. Severability.**

The invalidity of any provision or obligation hereunder or the contravention thereby of any law, rule or regulation shall not relieve School District or ECKERD from its obligation under, nor deprive School District or ECKERD of the advantages of any other provisions of this Agreement.

**12. Modifications.**

This Agreement may be modified only by written agreement fully executed by all parties and specifically referring to this Agreement.

**13. Governing Law.**

This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida. If any part of this Agreement is determined unenforceable, the unenforceability determination will not affect the enforceability of the remainder of the terms of this Agreement.

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**14. Notification Requirements.**

Both parties hereto agree to give all notices and comply with all laws, ordinances, rules and regulations applicable to the provision of the supportive services required herein. If either party observes that any of the provisions of this Agreement are at variance therewith, said party will give the affected party prompt written notice thereof. Any necessary changes to the provisions contained herein shall be adjusted by an appropriate modification hereto.

**15. Indemnification.**

As provided for under common law, and to the extent specifically authorized by *Section 768.28, Florida Statutes*, 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.

**IN WITNESS HEREOF**, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

**Eckerd Youth Alternatives, Inc. d/b/a  
Eckerd Community Alternatives**



**By: Randall W. Luecke  
Chief Financial Officer**

**Date:** 7-22-2013

**School Board of Pasco County, Florida**

**By: Cynthia Armstrong  
Chairperson**

**Date:** \_\_\_\_\_

**By: Kurt Browning  
Superintendent**

**Date:** \_\_\_\_\_

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**Exhibit A**  
**Scope of Service**

**School District of Pasco County**

- I. **Total Project Cost:** \$55,000.00
- II. **School District Deliverables:** Provide a guidance counselor position on special assignment for middle school students in licensed foster care who will furnish the following services:
- A. Meet individually with identified students at their school site;
  - B. Track educational progress;
  - C. Consult about intervention and supplement and support school-based services;
  - D. Provide educational advisement;
  - E. Monitor educational progress and services needed for each identified student;
  - F. Case planning and follow up among foster parents/guardians, agency case managers, educators and students;
  - G. Support educational success for each identified student through on-going communication; and
  - H. If feasible, assist with transportation requests to maintain students at schools of origin.
- III. **Other Support Services.**

The School District agrees to Provide, at no additional cost to Eckerd, a guidance counselor position on special assignment for high school students in licensed foster care who will furnish the following activities:

- A. Meet individually with identified students at their school site;
- B. Track educational progress;
- C. Consult about intervention and supplement and support school-based services;
- D. Provide educational advisement;
- E. Monitor educational progress and services needed for each identified student;
- F. Case planning and follow up among foster parents/guardians, agency case managers, educators and students;
- G. Support educational success for each identified student through on-going communication; and
- H. If feasible, assist with transportation requests to maintain students at schools of origin.

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*MJW/Kane 7/23/13*

Form **W-9**  
(Rev. October 2007)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ----- <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



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- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

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Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup>However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

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**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>3</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>3</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 9832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup>List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup>Circle the minor's name and furnish the minor's SSN.

<sup>3</sup>You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup>List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 26% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

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AND APPROVED.

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**Exhibit C**

**ECKERD  
Agreement for Confidentiality and  
Mandatory Disclosure of Conflicts of Interest**

As a condition of your Service Agreement with ECKERD, you are required to adhere to stringent laws of confidentiality pursuant to Florida Statutes:

In order to protect the rights of a child and the child's parent, the rights of other persons responsible for the care and/or welfare of a child, and the rights of all parties named or contained in records held by the ECKERD system, School District consents to the following:

School District agrees and consents that by accessing case files, the ECKERD web site, FSFN, FAHIS, ICWSIS and other sources of information pertaining to children and families served by ECKERD, School District will be exposed to client names, identifying data, and other information that is confidential pursuant to s. 39.202, Fla. Stat. School District will not record or publish information that may breach this confidentiality, or that would allow the identification of the clients, including the release of their names, to others.

School District fully understands that if School District or any of School District's employees become aware of a friend, neighbor or relative who becomes involved with the Department of Children and Families or the ECKERD System of Care as a result of an abuse report and subsequent investigation, School District will immediately notify ECKERD of the name of the individual and School District or any of School District's employees' relationship to the individual. ECKERD will in turn notify School District of any precautionary measures that may need to be taken to protect the privacy of that individual and to protect School District and ECKERD from any perceived conflict of interest. School District understands that no information obtained as a result of School District's working agreement with ECKERD can be used for personal reasons and that at all times School District will comply with the confidentiality provisions of Chapter 39, Fla. Stat.

School District further understands that pursuant to Chapter 39, Fla. Stat. any person who knowingly or willingly discloses to the public (i.e., spouse, significant other friend, or anyone within the community not specifically authorized by statute to receive confidential information), confidential or privileged information is in violation of s. 39.205 (3), Fla. Stat., guilty of a second degree misdemeanor and any working agreement with ECKERD is subject to immediate termination.

By signing this agreement, School District certifies that School District has read the agreement and fully understands its contents. School District further certifies that School District has been provided with a copy of s. 39.202, Fla. Stat., and agrees to abide by its provisions.

School District: \_\_\_\_\_

Signed By: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment: s. 39.202, Fla. Stat.

CONTRACT REVIEWED

AND APPROVED:

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**Section 39.202, Fla. Stat.**

**Confidentiality of reports and records in cases of child abuse or neglect.--**

(1) In order to protect the rights of the child and the child's parents or other persons responsible for the child's welfare, all records held by the department concerning reports of child abandonment, abuse, or neglect, including reports made to the central abuse hotline and all records generated as a result of such reports, shall be confidential and exempt from the provisions of s. 119.07(1) and shall not be disclosed except as specifically authorized by this chapter. Such exemption from s. 119.07(1) applies to information in the possession of those entities granted access as set forth in this section.

(2) Except as provided in subsection (4), access to such records, excluding the name of the reporter which shall be released only as provided in subsection (5), shall be granted only to the following persons, officials, and agencies:

(a) Employees, authorized agents, or contract School Districts of the department, the Department of Health, the Agency for Persons with Disabilities, or county agencies responsible for carrying out:

1. Child or adult protective investigations;
2. Ongoing child or adult protective services;
3. Early intervention and prevention services;
4. Healthy Start services;
5. Licensure or approval of adoptive homes, foster homes, child care facilities, facilities licensed under chapter 393, or family day care homes or informal child care School Districts who receive subsidized child care funding, or other homes used to provide for the care and welfare of children; or
6. Services for victims of domestic violence when provided by certified domestic violence centers working at the department's request as case School Districts or with shared clients.

Also, employees or agents of the Department of Juvenile Justice responsible for the provision of services to children, pursuant to chapters 984 and 985.

(b) Criminal justice agencies of appropriate jurisdiction.

(c) The state attorney of the judicial circuit in which the child resides or in which the alleged abuse or neglect occurred.

(d) The parent or legal custodian of any child who is alleged to have been abused, abandoned, or neglected, and the child, and their attorneys, including any attorney representing a child in civil or criminal proceedings. This access shall be made available no later than 30 days after the department receives the initial report of abuse, neglect, or abandonment. However, any information otherwise made confidential or exempt by law shall not be released pursuant to this paragraph.

(e) Any person alleged in the report as having caused the abuse, abandonment, or neglect of a child. This access shall be made available no later than 30 days after the department receives the initial report of abuse, abandonment, or neglect and, when the alleged perpetrator is not a parent, shall be limited to information involving the protective investigation only and shall not include any information relating to subsequent dependency proceedings. However, any information otherwise made confidential or exempt by law shall not be released pursuant to this paragraph.

(f) A court upon its finding that access to such records may be necessary for the determination of an issue before the court; however, such access shall be limited to inspection in camera, unless the court determines that public disclosure of the information contained therein is necessary for the resolution of an issue then pending before it.

(g) A grand jury, by subpoena, upon its determination that access to such records is necessary in the conduct of its official business.

(h) Any appropriate official of the department or the Agency for Persons with Disabilities who is responsible for:

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1. Administration or supervision of the department's program for the prevention, investigation, or treatment of child abuse, abandonment, or neglect, or abuse, neglect, or exploitation of a vulnerable adult, when carrying out his or her official function;
2. Taking appropriate administrative action concerning an employee of the department or the agency who is alleged to have perpetrated child abuse, abandonment, or neglect, or abuse, neglect, or exploitation of a vulnerable adult; or
3. Employing and continuing employment of personnel of the department or the agency.

(i) Any person authorized by the department who is engaged in the use of such records or information for bona fide research, statistical, or audit purposes. Such individual or entity shall enter into a privacy and security agreement with the department and shall comply with all laws and rules governing the use of such records and information for research and statistical purposes. Information identifying the subjects of such records or information shall be treated as confidential by the researcher and shall not be released in any form.

(j) The Division of Administrative Hearings for purposes of any administrative challenge.

(k) Any appropriate official of a Florida advocacy council investigating a report of known or suspected child abuse, abandonment, or neglect; the Auditor General or the Office of Program Policy Analysis and Government Accountability for the purpose of conducting audits or examinations pursuant to law; or the guardian ad litem for the child.

(l) Employees or agents of an agency of another state that has comparable jurisdiction to the jurisdiction described in paragraph (a).

(m) The Public Employees Relations Commission for the sole purpose of obtaining evidence for appeals filed pursuant to s. 447.207. Records may be released only after deletion of all information which specifically identifies persons other than the employee.

(n) Employees or agents of the Department of Revenue responsible for child support enforcement activities.

(o) Any person in the event of the death of a child determined to be a result of abuse, abandonment, or neglect. Information identifying the person reporting abuse, abandonment, or neglect shall not be released. Any information otherwise made confidential or exempt by law shall not be released pursuant to this paragraph.

(p) The principal of a public school, private school, or charter school where the child is a student. Information contained in the records which the principal determines are necessary for a school employee to effectively provide a student with educational services may be released to that employee.

(q) Staff of a children's advocacy center that is established and operated under s. 39.3035.

(3) The department may release to professional persons such information as is necessary for the diagnosis and treatment of the child or the person perpetrating the abuse or neglect.

(4) Notwithstanding any other provision of law, when a child under investigation or supervision of the department or its contracted service School Districts is determined to be missing, the following shall apply:

(a) The department may release the following information to the public when it believes the release of the information is likely to assist efforts in locating the child or to promote the safety or well-being of the child:

1. The name of the child and the child's date of birth; physical description of the child, including at a minimum the height, weight, hair color, eye color, gender, and any identifying physical characteristics of the child; and

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3. A photograph of the child.

(b) With the concurrence of the law enforcement agency primarily responsible for investigating the incident, the department may release any additional information it believes likely to assist efforts in locating the child or to promote the safety or well-being of the child.

(c) The law enforcement agency primarily responsible for investigating the incident may release any information received from the department regarding the investigation, if it believes the release of the information is likely to assist efforts in locating the child or to promote the safety or well-being of the child.

The good faith publication or release of this information by the department, a law enforcement agency, or any recipient of the information as specifically authorized by this subsection shall not subject the person, agency or entity releasing the information to any civil or criminal penalty. This subsection does not authorize the release of the name of the reporter, which may be released only as provided in subsection (5).

(5) The name of any person reporting child abuse, abandonment, or neglect may not be released to any person other than employees of the department responsible for child protective services, the central abuse hotline, law enforcement, the child protection team, or the appropriate state attorney, without the written consent of the person reporting. This does not prohibit the subpoenaing of a person reporting child abuse, abandonment, or neglect when deemed necessary by the court, the state attorney, or the department, provided the fact that such person made the report is not disclosed. Any person who reports a case of child abuse or neglect may, at the time he or she makes the report, request that the department notify him or her that a child protective investigation occurred as a result of the report. Any person specifically listed in s. 39.201(1) who makes a report in his or her official capacity may also request a written summary of the outcome of the investigation. The department shall mail such a notice to the reporter within 10 days after completing the child protective investigation.

(6) All records and reports of the child protection team of the Department of Health are confidential and exempt from the provisions of ss. 119.07(1) and 456.057, and shall not be disclosed, except, upon request, to the state attorney, law enforcement, the department, and necessary professionals, in furtherance of the treatment or additional evaluative needs of the child, by order of the court, or to health plan payors, limited to that information used for insurance reimbursement purposes.

(7) The department shall make and keep reports and records of all cases under this chapter relating to child abuse, abandonment, and neglect and shall preserve the records pertaining to a child and family until 7 years after the last entry was made or until the child is 18 years of age, whichever date is first reached, and may then destroy the records. Department records required by this chapter relating to child abuse, abandonment, and neglect may be inspected only upon order of the court or as provided for in this section.

(8) A person who knowingly or willfully makes public or discloses to any unauthorized person any confidential information contained in the central abuse hotline is subject to the penalty provisions of s. 39.205. This notice shall be prominently displayed on the first sheet of any documents released pursuant to this section.

<sup>1</sup>**Note.**--As enacted by s. 1, ch. 2005-173. For a description of multiple acts in the same session affecting a statutory provision, see preface to the *Florida Statutes*, "Statutory Construction." Paragraph (q) was also enacted by s. 1, ch. 2005-213, and that version reads:

(q) The executive director or equivalent, and his or her designee, of a children's advocacy center that is established and operated under s. 39.3035.