



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

August 6, 2013

MEMORANDUM

TO: Honorable School Board Members

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

RE: Mental Health Provider Contract
Dorothy Lekarczyk, Ph.D.
Lifespan Services, Inc.
New Tampa Psychological Services, Inc.
PPi Preventive Projects, Inc.
Premier Community Healthcare
Sequelcare of Florida
Youth & Family Alternatives, Inc. (CINS/FINS)

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). These agreements were previously reviewed & approved by Nancy Alfonso, School Board Attorney on June 9, 2013.

At this time, we respectfully request that The Board retroactively approve the above-referenced agreements with the above-referenced companies. The services are outlined in the agreements and are attached for your perusal. These agreements will cover the period of July 2, 2013 through June 30, 2014.

Should you have any questions regarding this matter, please do not hesitate to contact me.

MJW/dam

Attachments (2 original agreements)

Date/Time: July 30, 2013 09:47:00



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

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

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

MEMORANDUM
ESE-13/14-AS-010

DATE: August 6, 2013

TO: Michael J. Woodall, CPPO, Purchasing Agent

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

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

The Office for Student Support Programs and Services is requesting School Board approval of the attached **AGREEMENT FOR SERVICES AND MUTUAL COOPERATION** retroactively from July 2, 2013, through June 30, 2014, for four vendors. These vendors will provide mental health services on an as needed basis. The vendors are detailed below.

Contract Number	Vendor	Estimated Amount
2014000091	PPI PREVENTION PROJECTS, INC.	\$1,500.00
2014000092	LIFESPAN SERVICES, INC.	\$30,000.00
2014000093	PREMIER COMMUNITY HEALTHCARE	\$2,000.00
2014000094	YOUTH AND FAMILY ALTERNATIVES, INC.	\$3,000.00

Funding source: General operating dollars

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

MM/as

AGREEMENT FOR SERVICES AND MUTUAL COOPERATION

This agreement made and entered into this 2nd day of July, 2013 by and between **PPI PREVENTION PROJECTS, INC.**, a Florida corporation not for pecuniary profit, herein referred to as **PPI PREVENTION PROJECTS, INC.**, and the **DISTRICT SCHOOL BOARD OF PASCO COUNTY**, hereinafter referred to as the "**SCHOOL BOARD**".

WITNESSETH:

WHEREAS, PPI PREVENTION PROJECTS, INC., and has the staff and facilities necessary for providing psychiatric assessment, counseling services and evaluation in Pasco County and

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

WHEREAS, there is a need for cooperation and sharing of services and resources between **PPI PREVENTION PROJECTS, INC.**, and and the **SCHOOL BOARD**.

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

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

A. Counseling sessions	\$45.00 per session (4) sessions
B. Group Counseling Sessions	15.00 per session Limited to six (6) sessions

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

7. Total compensation for this contract for counseling services is estimated to be \$1,500.00. The final cost will depend on referrals and utilization of services.
8. **PPI PREVENTION PROJECTS, INC.**, shall provide a monthly accounting of services delivered and the **SCHOOL BOARD** shall remit payments to **PPI PREVENTION PROJECTS, INC.**, accordingly.
9. Requests by the **SCHOOL BOARD** for services to be performed by **PPI PREVENTION PROJECTS, INC.**, shall be authorized by the Director of Student Support Programs and Services through the Supervisor of Student Services.
10. Per Florida Statute 1012.32, the agency acknowledges that a Level 2 fingerprint screening is required of any individual who has direct contact with students while delivering services under the provision of this agreement. The agency will provide the names of specific employees who will provide services through direct contact with students and will cooperate with the School Board in meeting the requirements of the referenced statute.

Page 1 of 4

CONTRACT REVIEWED AND APPROVED: <i>MGW / DDM 7/23/13</i>
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PPI PREVENTION PROJECTS, INC.

11. **PPI PREVENTION PROJECTS, INC.**, agrees to accept the designated payment amount as payment in full and shall not seek compensation from additional sources, i.e. insurance, Medicaid, etc.

HOLD HARMLESS:

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

12. Either party upon thirty (30) days written notice may terminate this agreement.
13. This contract is subject to Act of God or government regulation, disaster, strikes, civil disorder, or other emergency making it illegal or impossible to provide facilities or hold the events. Should **PPI PREVENTION PROJECTS, INC.**, cancel this contract for reasons other than Act of God, etc., and another date time cannot be mutually agreed upon, **PPI PREVENTION PROJECTS, INC.**, shall refund all monies (including deposits) to the School Board. In addition, when the Department of Homeland Security issues a "Red Alert Status," the District School Board of Pasco County has the right to cancel this agreement without penalty and **PPI PREVENTION PROJECTS, INC.**, shall refund all monies (including deposits) to the School Board within thirty (30) calendar days.
14. As provided for under common law, and to the extent specifically authorized by Section 768.28, Florida Statutes, **PPI PREVENTION PROJECTS, INC.**, hereby agrees to indemnify and hold the District harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of **PPI PREVENTION PROJECTS, INC.**, and the District.
15. Termination of Contract: This contract may be terminated when it is in the best interest of the District within 30 days notice. Contracts cancelled by the vendor because of non-performance may result in exclusion from participating on any other similar contracts offered by any public school in Pasco County, FL. Contracts cancelled because of non-performance will be excluded from future business with the District for the full term of the contract plus one year.
16. The laws put forth by the State of Florida govern this contract and venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the appropriate Court in and for Pasco County, State of Florida.
17. Federal Debarment Certification: Certification regarding debarment, suspension, ineligibility and voluntary exclusion. As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, Section 85.105 and 85.110-(ED80-0013).
- a. The prospective lower tier (\$25,000) participant certifies, by submission and signature of this Attachment A, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any deferral department or agency.
 - b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.

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

18. Prohibition Against Contracting with Scrutinized Companies: Pursuant to Section 287.135, Florida Statute, the Contractor, by affixing its signature to this Attachment A, certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. At the option of the District School Board of Pasco County, a contract is subject to termination if the vendor is found to have submitted a false certification as provide in Section 287.135(5) or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

CONTRACT REVIEWED
AND APPROVED:

Page 2 of 4

mgw/dam 7/23/13

PPI PREVENTION PROJECTS, INC.

- 19. The School Board normally issues payment for services within 30 days from receipt of invoices, provided the services have been received in a satisfactory and proper manner. No advance payments will be made.
- 20. The company and/or individual shall remain independent and not an employee or agent of the Board for the purpose of providing services not otherwise available to the Board.
- 21. **PPI PREVENTION PROJECTS, INC.**, shall not assign, sublet, or otherwise dispose of, without first obtaining the written consent of the Board, any portion of services to be performed under this Contract.
- 22. **PPI PREVENTION PROJECTS, 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. **PPI PREVENTION PROJECTS, INC.**, shall comply with the regulations of the Civil Rights Act of 1964, in which no person in the United States shall on the grounds of race, creed, color, or national origin be excluded from participation in or be denied the proceeds of, or be subject to discrimination in the performance of this Contract.
- 23. Insurance: The Contractor shall purchase and maintain insurance for protection from claims under worker's compensation acts: claims resulting from negligent acts or omissions for damages because of bodily injury including personal injury, sickness, disease or death on any of the Contractor's employees or any other person; claims for damages because of injury to or destruction of personal property including loss of use resulting there from and claims arising out of the performance of this agreement and caused by negligent acts or omissions for which the Contractor is legally liable. All insurance provided under this contract shall be through an insurance carrier acceptable to the Owner. The insurance carrier shall be rated "A" or better by Best's Key Rating Guide. **Copy of insurance MUST be submitted prior to any work being performed.** Limits of coverage shall be:

Coverage:

Minimum Required:

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

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

- 24. Vendors conducting business, with the District School Board of Pasco County, who will (1) be at the school when students are present, or (2) have direct contact with students, or (3) have access to or control of school funds must be Level 2 fingerprinted by Human Resources. If any of the above applies to this contract, you must have those individuals Level 2 fingerprinted and screened by the Districts Human Resource Department prior to commencement of services or work.

Attachment B

This Attachment B is in connection with, and applicable to, **PPI PREVENTION PROJECTS, INC.**, and the District School Board of Pasco County (DSBPC).

Confidential Information:

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

Page 3 of 4

CONTRACT REVIEWED
AND APPROVED:
MJW/Dean 7/23/13

PPI PREVENTION PROJECTS, INC.

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

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

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

Agreement:

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

PPI Prevention Projects, Inc.

BY: *Martin Driscoll*
Name: MARTIN DRISCOLL
Title: PRESIDENT
Date: 7/1/13

District School Board of Pasco County

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

Melissa Musselwhite
Melissa Musselwhite
Director, Student Support Programs and Services

7/1/13
Date

CONTRACT REVIEWED
AND APPROVED:
MJW/dam 7/23/13

LIFESPAN SERVICES, INC.

- 10. Per Florida Statute 1012.32, the agency acknowledges that a Level 2 fingerprint screening is required of any individual who has direct contact with students while delivering services under the provision of this agreement. The agency will provide the names of specific employees who will provide services through direct contact with students and will cooperate with the School Board in meeting the requirements of the referenced statute.
- 11. **LIFESPAN SERVICES, INC**, agrees to accept the designated payment amount as payment in full and shall not seek compensation from additional sources, i.e. insurance, Medicaid, etc.

HOLD HARMLESS:

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

- 12. Either party upon thirty (30) days written notice may terminate this agreement.
- 13. This contract is subject to Act of God or government regulation, disaster, strikes, civil disorder, or other emergency making it illegal or impossible to provide facilities or hold the events. Should **LIFESPAN SERVICES, INC**, cancel this contract for reasons other than Act of God, etc., and another date time cannot be mutually agreed upon, **LIFESPAN SERVICES, INC**, shall refund all monies (including deposits) to the School Board. In addition, when the Department of Homeland Security issues a "Red Alert Status," the District School Board of Pasco County has the right to cancel this agreement without penalty and **LIFESPAN SERVICES, INC**, shall refund all monies (including deposits) to the School Board within thirty (30) calendar days.
- 14. As provided for under common law, and to the extent specifically authorized by Section 768.28, Florida Statutes, **LIFESPAN SERVICES, INC**, hereby agrees to indemnify and hold the District harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of **LIFESPAN SERVICES, INC**, and the District.
- 15. Termination of Contract: This contract may be terminated when it is in the best interest of the District within 30 days notice. Contracts cancelled by the vendor because of non-performance may result in exclusion from participating on any other similar contracts offered by any public school in Pasco County, FL. Contracts cancelled because of non-performance will be excluded from future business with the District for the full term of the contract plus one year.
- 16. The laws put forth by the State of Florida govern this contract and venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the appropriate Court in and for Pasco County, State of Florida.
- 17. Federal Debarment Certification: Certification regarding debarment, suspension, ineligibility and voluntary exclusion. As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, Section 85.105 and 85.110-(ED80-0013).
 - a. The prospective lower tier (\$25,000) participant certifies, by submission and signature of this Attachment A, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any deferral department or agency.
 - b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.

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

Page 2 of 4

CONTRACT REVIEWED
AND APPROVED:
MJW/Dam

7/23/13

LIFESPAN SERVICES, INC.

- 18. Prohibition Against Contracting with Scrutinized Companies: Pursuant to Section 287.135, Florida Statute, the Contractor, by affixing its signature to this Attachment A, certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. At the option of the District School Board of Pasco County, a contract is subject to termination if the vendor is found to have submitted a false certification as provide in Section 287.135(5) or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
- 19. The School Board normally issues payment for services within 30 days from receipt of invoices, provided the services have been received in a satisfactory and proper manner. No advance payments will be made.
- 20. The company and/or individual shall remain independent and not an employee or agent of the Board for the purpose of providing services not otherwise available to the Board.
- 21. **LIFESPAN SERVICES, INC**, shall not assign, sublet, or otherwise dispose of, without first obtaining the written consent of the Board, any portion of services to be performed under this Contract.
- 22. **LIFESPAN 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. **LIFESPAN SERVICES, INC**, shall comply with the regulations of the Civil Rights Act of 1964, in which no person in the United States shall on the grounds of race, creed, color, or national origin be excluded from participation in or be denied the proceeds of, or be subject to discrimination in the performance of this Contract.
- 23. Insurance: The Contractor shall purchase and maintain insurance for protection from claims under worker's compensation acts: claims resulting from negligent acts or omissions for damages because of bodily injury including personal injury, sickness, disease or death on any of the Contractor's employees or any other person; claims for damages because of injury to or destruction of personal property including loss of use resulting there from and claims arising out of the performance of this agreement and caused by negligent acts or omissions for which the Contractor is legally liable. All insurance provided under this contract shall be through an insurance carrier acceptable to the Owner. The insurance carrier shall be rated "A" or better by Best's Key Rating Guide. **Copy of insurance MUST be submitted prior to any work being performed.** Limits of coverage shall be:

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

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

- 24. Vendors conducting business, with the District School Board of Pasco County, who will (1) be at the school when students are present, or (2) have direct contact with students, or (3) have access to or control of school funds must be Level 2 fingerprinted by Human Resources. If any of the above applies to this contract, you must have those individuals Level 2 fingerprinted and screened by the Districts Human Resource Department prior to commencement of services or work.

Attachment B

This Attachment B is in connection with, and applicable to, **LIFESPAN SERVICES, INC**, and the District School Board of Pasco County (DSBPC).

Page 3 of 4

CONTRACT REVIEWED
AND APPROVED:

MTW / Dem 7/23/13

LIFESPAN SERVICES, INC.

Confidential Information:

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

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

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

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

Agreement:

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

Lifespan Services, Inc.,

BY: Bonnie M. Martin LGSW
Name: Bonnie M. Martin
Title: Exec. Dir.
Date: 6/28/13

District School Board of Pasco County

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

Melissa Musselwhite
Melissa Musselwhite
Director, Student Support Programs and Services

7/9/13
Date

CONTRACT REVIEWED
AND APPROVED:
MJW/DEM

7/23/13

AGREEMENT FOR SERVICES AND MUTUAL COOPERATION

This agreement made and entered into this 2nd day of July, 2013 by and between **PREMIER COMMUNITY HEALTHCARE**, a Florida corporation not for pecuniary profit, herein referred to as **PREMIER COMMUNITY HEALTHCARE**, and the **DISTRICT SCHOOL BOARD OF PASCO COUNTY**, hereinafter referred to as the "**SCHOOL BOARD**".

WITNESSETH:

WHEREAS, PREMIER COMMUNITY HEALTHCARE, and has the staff and facilities necessary for providing psychiatric assessment, counseling services and evaluation in Pasco County and

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

WHEREAS, there is a need for cooperation and sharing of services and resources between **PREMIER COMMUNITY HEALTHCARE**, and and the **SCHOOL BOARD**.

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

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

A. Psychiatric Evaluation	\$150.00 per evaluation
B. Medication Management	\$50.00 per session Limited to three (3) sessions
C. Individual Counseling	\$40.00 per session Limited to four (4) sessions

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

7. Total compensation for this contract for counseling services is estimated to be \$2,000.00. The final cost will depend on referrals and utilization of services.
8. **PREMIER COMMUNITY HEALTHCARE**, shall provide a monthly accounting of services delivered and the **SCHOOL BOARD** shall remit payments to **PREMIER COMMUNITY HEALTHCARE**, accordingly.
9. Requests by the **SCHOOL BOARD** for services to be performed by **PREMIER COMMUNITY HEALTHCARE**, shall be authorized by the Director of Student Support Programs and Services through the Supervisor of Student Services.

Page 1 of 4



PREMIER COMMUNITY HEALTHCARE

10. Per Florida Statute 1012.32, the agency acknowledges that a Level 2 fingerprint screening is required of any individual who has direct contact with students while delivering services under the provision of this agreement. The agency will provide the names of specific employees who will provide services through direct contact with students and will cooperate with the School Board in meeting the requirements of the referenced statute.
11. **PREMIER COMMUNITY HEALTHCARE**, agrees to accept the designated payment amount as payment in full and shall not seek compensation from additional sources, i.e. insurance, Medicaid, etc.

HOLD HARMLESS:

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

12. Either party upon thirty (30) days written notice may terminate this agreement.
13. This contract is subject to Act of God or government regulation, disaster, strikes, civil disorder, or other emergency making it illegal or impossible to provide facilities or hold the events. Should **PREMIER COMMUNITY HEALTHCARE**, cancel this contract for reasons other than Act of God, etc., and another date time cannot be mutually agreed upon, **PREMIER COMMUNITY HEALTHCARE**, shall refund all monies (including deposits) to the School Board. In addition, when the Department of Homeland Security issues a "Red Alert Status," the District School Board of Pasco County has the right to cancel this agreement without penalty and **PREMIER COMMUNITY HEALTHCARE**, shall refund all monies (including deposits) to the School Board within thirty (30) calendar days.
14. As provided for under common law, and to the extent specifically authorized by Section 768.28, Florida Statutes, **PREMIER COMMUNITY HEALTHCARE**, hereby agrees to indemnify and hold the District harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of **PREMIER COMMUNITY HEALTHCARE**, and the District.
15. Termination of Contract: This contract may be terminated when it is in the best interest of the District within 30 days notice. Contracts cancelled by the vendor because of non-performance may result in exclusion from participating on any other similar contracts offered by any public school in Pasco County, FL. Contracts cancelled because of non-performance will be excluded from future business with the District for the full term of the contract plus one year.
16. The laws put forth by the State of Florida govern this contract and venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the appropriate Court in and for Pasco County, State of Florida.
17. Federal Debarment Certification: Certification regarding debarment, suspension, ineligibility and voluntary exclusion. As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, Section 85.105 and 85.110-(ED80-0013).
 - a. The prospective lower tier (\$25,000) participant certifies, by submission and signature of this Attachment A, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any deferral department or agency.
 - b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.

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

Page 2 of 4



PREMIER COMMUNITY HEALTHCARE

- 18. Prohibition Against Contracting with Scrutinized Companies: Pursuant to Section 287.135, Florida Statute, the Contractor, by affixing its signature to this Attachment A, certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. At the option of the District School Board of Pasco County, a contract is subject to termination if the vendor is found to have submitted a false certification as provide in Section 287.135(5) or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
- 19. The School Board normally issues payment for services within 30 days from receipt of invoices, provided the services have been received in a satisfactory and proper manner. No advance payments will be made.
- 20. The company and/or individual shall remain independent and not an employee or agent of the Board for the purpose of providing services not otherwise available to the Board.
- 21. **PREMIER COMMUNITY HEALTHCARE**, shall not assign, sublet, or otherwise dispose of, without first obtaining the written consent of the Board, any portion of services to be performed under this Contract.
- 22. **PREMIER COMMUNITY HEALTHCARE**, shall comply with all applicable laws, ordinances, codes, and statutes of any and all local, state, or national governing bodies included within this section. **PREMIER COMMUNITY HEALTHCARE**, shall comply with the regulations of the Civil Rights Act of 1964, in which no person in the United States shall on the grounds of race, creed, color, or national origin be excluded from participation in or be denied the proceeds of, or be subject to discrimination in the performance of this Contract.
- 23. Insurance: The Contractor shall purchase and maintain insurance for protection from claims under worker's compensation acts: claims resulting from negligent acts or omissions for damages because of bodily injury including personal injury, sickness, disease or death on any of the Contractor's employees or any other person; claims for damages because of injury to or destruction of personal property including loss of use resulting there from and claims arising out of the performance of this agreement and caused by negligent acts or omissions for which the Contractor is legally liable. All insurance provided under this contract shall be through an insurance carrier acceptable to the Owner. The insurance carrier shall be rated "A" or better by Best's Key Rating Guide. **Copy of insurance MUST be submitted prior to any work being performed.** Limits of coverage shall be:

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

Evidence of such insurance **shall be furnished** to the Owner **as part of this contract**, and the Owner shall receive thirty (30) days' prior written notice of any cancellation, non-renewal or reduction of coverage of any of the policies. Upon notice of such cancellation, non-renewal or reduction, the Contractor shall procure substitute insurance so as to assure the Owner that the limits of coverage are maintained continuously throughout the period of this agreement.
- 24. Vendors conducting business, with the District School Board of Pasco County, who will (1) be at the school when students are present, or (2) have direct contact with students, or (3) have access to or control of school funds must be Level 2 fingerprinted by Human Resources. If any of the above applies to this contract, you must have those individuals Level 2 fingerprinted and screened by the Districts Human Resource Department prior to commencement of services or work.

Attachment B

This Attachment B is in connection with, and applicable to, **PREMIER COMMUNITY HEALTHCARE**, and the District School Board of Pasco County (DSBPC).

Page 3 of 4

CONTRACT REVIEWED
AND APPROVED:
MJW/Dam

7/23/13

PREMIER COMMUNITY HEALTHCARE

Confidential Information:

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

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

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

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

Agreement:

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

Premier Community Healthcare

BY: Kim Schuknecht, CEO
Name: Kim Schuknecht
Title: CEO
Date: 6-28-13

District School Board of Pasco County

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

Melissa Musselwhite
Melissa Musselwhite
Director, Student Support Programs and Services

7/9/13
Date

CONTRACT REVIEWED
AND APPROVED:
MJW/dam

AGREEMENT FOR SERVICES AND MUTUAL COOPERATION

This agreement made and entered into this 2nd day of July, 2013 by and between **YOUTH AND FAMILY ALTERNATIVES, INC.**, a Florida corporation not for pecuniary profit, herein referred to as **YOUTH AND FAMILY ALTERNATIVES, INC.**, and the **DISTRICT SCHOOL BOARD OF PASCO COUNTY**, hereinafter referred to as the "**SCHOOL BOARD**".

WITNESSETH:

WHEREAS, YOUTH AND FAMILY ALTERNATIVES, INC., and has the staff and facilities necessary for providing psychiatric assessment, counseling services and evaluation in Pasco County and

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

WHEREAS, there is a need for cooperation and sharing of services and resources between **YOUTH AND FAMILY ALTERNATIVES, INC.**, and and the **SCHOOL BOARD**.

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

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

A. CINS/FINS counseling session	\$25.00 per session (2) sessions
B. Counseling Sessions	\$50.00 per session Limited to three (4) sessions

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

7. Total compensation for this contract for counseling services is estimated to be \$3,000.00. The final cost will depend on referrals and utilization of services.
8. **YOUTH AND FAMILY ALTERNATIVES, INC.**, shall provide a monthly accounting of services delivered and the **SCHOOL BOARD** shall remit payments to **YOUTH AND FAMILY ALTERNATIVES, INC.**, accordingly.
9. Requests by the **SCHOOL BOARD** for services to be performed by **YOUTH AND FAMILY ALTERNATIVES, INC.**, shall be authorized by the Director of Student Support Programs and Services through the Supervisor of Student Services.
10. Per Florida Statute 1012.32, the agency acknowledges that a Level 2 fingerprint screening is required of any individual who has direct contact with students while delivering services under the provision of this agreement. The agency will provide the names of specific employees who will provide services through direct contact with students and will cooperate with the School Board in meeting the requirements of the referenced statute.

Page 1 of 4

CONTRACT REVIEWED

AND APPROVED:

MSW/DEM

7/23/13

YOUTH AND FAMILY ALTERNATIVES, INC.

11. **YOUTH AND FAMILY ALTERNATIVES, INC.**, agrees to accept the designated payment amount as payment in full and shall not seek compensation from additional sources, i.e. insurance, Medicaid, etc.

HOLD HARMLESS:

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

12. Either party upon thirty (30) days written notice may terminate this agreement.
13. This contract is subject to Act of God or government regulation, disaster, strikes, civil disorder, or other emergency making it illegal or impossible to provide facilities or hold the events. Should **YOUTH AND FAMILY ALTERNATIVES, INC.**, cancel this contract for reasons other than Act of God, etc., and another date time cannot be mutually agreed upon, **YOUTH AND FAMILY ALTERNATIVES, INC.**, shall refund all monies (including deposits) to the School Board. In addition, when the Department of Homeland Security issues a "Red Alert Status," the District School Board of Pasco County has the right to cancel this agreement without penalty and **YOUTH AND FAMILY ALTERNATIVES, INC.**, shall refund all monies (including deposits) to the School Board within thirty (30) calendar days.
14. As provided for under common law, and to the extent specifically authorized by Section 768.28, Florida Statutes, **YOUTH AND FAMILY ALTERNATIVES, INC.**, hereby agrees to indemnify and hold the District harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of **YOUTH AND FAMILY ALTERNATIVES, INC.**, and the District.
15. Termination of Contract: This contract may be terminated when it is in the best interest of the District within 30 days notice. Contracts cancelled by the vendor because of non-performance may result in exclusion from participating on any other similar contracts offered by any public school in Pasco County, FL. Contracts cancelled because of non-performance will be excluded from future business with the District for the full term of the contract plus one year.
16. The laws put forth by the State of Florida govern this contract and venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the appropriate Court in and for Pasco County, State of Florida.
17. Federal Debarment Certification: Certification regarding debarment, suspension, ineligibility and voluntary exclusion. As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, Section 85.105 and 85.110-(ED80-0013).
- a. The prospective lower tier (\$25,000) participant certifies, by submission and signature of this Attachment A, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any deferral department or agency.
 - b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.

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

18. Prohibition Against Contracting with Scrutinized Companies: Pursuant to Section 287.135, Florida Statute, the Contractor, by affixing its signature to this Attachment A, certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. At the option of the District School Board of Pasco County, a contract is subject to termination if the vendor is found to have submitted a false certification as provide in Section 287.135(5) or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

CONTRACT REVIEWED
AND APPROVED:

Page 2 of 4

MJW/dam

7/23/13

YOUTH AND FAMILY ALTERNATIVES, INC.

- 19. The School Board normally issues payment for services within 30 days from receipt of invoices, provided the services have been received in a satisfactory and proper manner. No advance payments will be made.
- 20. The company and/or individual shall remain independent and not an employee or agent of the Board for the purpose of providing services not otherwise available to the Board.
- 21. **YOUTH AND FAMILY ALTERNATIVES, INC.**, shall not assign, sublet, or otherwise dispose of, without first obtaining the written consent of the Board, any portion of services to be performed under this Contract.
- 22. **YOUTH AND FAMILY ALTERNATIVES, 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. **YOUTH AND FAMILY ALTERNATIVES, INC.**, shall comply with the regulations of the Civil Rights Act of 1964, in which no person in the United States shall on the grounds of race, creed, color, or national origin be excluded from participation in or be denied the proceeds of, or be subject to discrimination in the performance of this Contract.
- 23. Insurance: The Contractor shall purchase and maintain insurance for protection from claims under worker's compensation acts: claims resulting from negligent acts or omissions for damages because of bodily injury including personal injury, sickness, disease or death on any of the Contractor's employees or any other person; claims for damages because of injury to or destruction of personal property including loss of use resulting there from and claims arising out of the performance of this agreement and caused by negligent acts or omissions for which the Contractor is legally liable. All insurance provided under this contract shall be through an insurance carrier acceptable to the Owner. The insurance carrier shall be rated "A" or better by Best's Key Rating Guide. **Copy of insurance MUST be submitted prior to any work being performed.** Limits of coverage shall be:

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

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

- 24. Vendors conducting business, with the District School Board of Pasco County, who will (1) be at the school when students are present, or (2) have direct contact with students, or (3) have access to or control of school funds must be Level 2 fingerprinted by Human Resources. If any of the above applies to this contract, you must have those individuals Level 2 fingerprinted and screened by the Districts Human Resource Department prior to commencement of services or work.

Attachment B

This Attachment B is in connection with, and applicable to, **YOUTH AND FAMILY ALTERNATIVES, INC.**, and the District School Board of Pasco County (DSBPC).

Confidential Information:

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

CONTRACT REVIEWED
 AND APPROVED:
MJW/DeW 7/23/13
Page 3 of 4

YOUTH AND FAMILY ALTERNATIVES, INC.

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

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

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

Agreement:

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

Youth and Family Alternatives, Inc.

BY: *George Magrill*
Name: George Magrill
Title: President/CEO
Date: 7-3-13

District School Board of Pasco County

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

Melissa Musselwhite
Melissa Musselwhite
Director, Student Support Programs and Services

7/9/13
Date

CONTRACT REVIEWED
AND APPROVED:
mjw/dam

Page 4 of 4

7/23/13



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

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

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

MEMORANDUM
ESE-13/14-AS-011

DATE: August 6, 2013

TO: Michael J. Woodall, CPPO, Purchasing Agent

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

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

The Office for Student Support Programs and Services is requesting School Board approval of the attached **AGREEMENT FOR SERVICES AND MUTUAL COOPERATION** retroactively from July 2, 2013, through June 30, 2014, for three vendors. These vendors will provide mental health services on an as needed basis. The vendors are detailed below.

Contract Number	Vendor	Estimated Amount
2014000126	DOROTHY LEKARCZYK, Ph.D.	\$3,000.00
2014000127	NEW TAMPA PSYCHOLOGICAL SERVICES, INC.	\$5,000.00
2014000128	SEQUELCARE of FLORIDA	\$20,000.00

Funding source: General operating dollars

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

MM/as

AGREEMENT FOR SERVICES AND MUTUAL COOPERATION

This agreement made and entered into this 2nd day of July, 2013 by and between **DOROTHY LEKARCZYK, Ph.D.**, a Florida corporation not for pecuniary profit, herein referred to as **DOROTHY LEKARCZYK, Ph.D.**, and the **DISTRICT SCHOOL BOARD OF PASCO COUNTY**, hereinafter referred to as the "**SCHOOL BOARD**".

WITNESSETH:

WHEREAS, DOROTHY LEKARCZYK, Ph.D., and has the staff and facilities necessary for providing psychiatric assessment, counseling services and evaluation in Pasco County and

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

WHEREAS, there is a need for cooperation and sharing of services and resources between **DOROTHY LEKARCZYK, Ph.D.**, and and the **SCHOOL BOARD**.

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

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

A. Counseling Sessions	\$80.00 per session
	Limited to three (3) sessions

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

7. Total compensation for this contract for counseling services is estimated to be \$3,000.00. The final cost will depend on referrals and utilization of services.
8. **DOROTHY LEKARCZYK, Ph.D.**, shall provide a monthly accounting of services delivered and the **SCHOOL BOARD** shall remit payments to **DOROTHY LEKARCZYK, Ph.D.**, accordingly.
9. Requests by the **SCHOOL BOARD** for services to be performed by **DOROTHY LEKARCZYK, Ph.D.**, shall be authorized by the Director of Student Support Programs and Services through the Supervisor of Student Services.
10. Per Florida Statute 1012.32, the agency acknowledges that a Level 2 fingerprint screening is required of any individual who has direct contact with students while delivering services under the provision of this agreement. The agency will provide the names of specific employees who will provide services through direct contact with students and will cooperate with the School Board in meeting the requirements of the referenced statute.
11. **DOROTHY LEKARCZYK, Ph.D.**, agrees to accept the designated payment amount as payment in full and shall not seek compensation from additional sources, i.e. insurance, Medicaid, etc.

Page 1 of 4

CONTRACT REVIEWED
AND APPROVED:

MJW/DEM 7/23/13

DOROTHY LEKARCZYK, Ph.D.

HOLD HARMLESS:

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

12. Either party upon thirty (30) days written notice may terminate this agreement.
13. This contract is subject to Act of God or government regulation, disaster, strikes, civil disorder, or other emergency making it illegal or impossible to provide facilities or hold the events. Should **DOROTHY LEKARCZYK, Ph.D.**, cancel this contract for reasons other than Act of God, etc., and another date time cannot be mutually agreed upon, **DOROTHY LEKARCZYK, Ph.D.**, shall refund all monies (including deposits) to the School Board. In addition, when the Department of Homeland Security issues a "Red Alert Status," the District School Board of Pasco County has the right to cancel this agreement without penalty and **DOROTHY LEKARCZYK, Ph.D.**, shall refund all monies (including deposits) to the School Board within thirty (30) calendar days.
14. As provided for under common law, and to the extent specifically authorized by Section 768.28, Florida Statutes, **DOROTHY LEKARCZYK, Ph.D.**, hereby agrees to indemnify and hold the District harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of **DOROTHY LEKARCZYK, Ph.D.**, and the District.
15. Termination of Contract: This contract may be terminated when it is in the best interest of the District within 30 days notice. Contracts cancelled by the vendor because of non-performance may result in exclusion from participating on any other similar contracts offered by any public school in Pasco County, FL. Contracts cancelled because of non-performance will be excluded from future business with the District for the full term of the contract plus one year.
16. The laws put forth by the State of Florida govern this contract and venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the appropriate Court in and for Pasco County, State of Florida.
17. Federal Debarment Certification: Certification regarding debarment, suspension, ineligibility and voluntary exclusion. As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, Section 85.105 and 85.110-(ED80-0013).
 - a. The prospective lower tier (\$25,000) participant certifies, by submission and signature of this Attachment A, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any deferral department or agency.
 - b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.

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

18. Prohibition Against Contracting with Scrutinized Companies: Pursuant to Section 287.135, Florida Statute, the Contractor, by affixing its signature to this Attachment A, certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. At the option of the District School Board of Pasco County, a contract is subject to termination if the vendor is found to have submitted a false certification as provide in Section 287.135(5) or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
19. The School Board normally issues payment for services within 30 days from receipt of invoices, provided the services have been received in a satisfactory and proper manner. No advance payments will be made.

CONTRACT REVIEWED
AND APPROVED:

Page 2 of 4

MJW/DM 7/23/13

DOROTHY LEKARCZYK, Ph.D.

- 20. The company and/or individual shall remain independent and not an employee or agent of the Board for the purpose of providing services not otherwise available to the Board.
- 21. **DOROTHY LEKARCZYK, Ph.D.**, shall not assign, sublet, or otherwise dispose of, without first obtaining the written consent of the Board, any portion of services to be performed under this Contract.
- 22. **DOROTHY LEKARCZYK, Ph.D.**, shall comply with all applicable laws, ordinances, codes, and statutes of any and all local, state, or national governing bodies included within this section. **DOROTHY LEKARCZYK, Ph.D.**, shall comply with the regulations of the Civil Rights Act of 1964, in which no person in the United States shall on the grounds of race, creed, color, or national origin be excluded from participation in or be denied the proceeds of, or be subject to discrimination in the performance of this Contract.
- 23. Insurance: The Contractor shall purchase and maintain insurance for protection from claims under worker's compensation acts: claims resulting from negligent acts or omissions for damages because of bodily injury including personal injury, sickness, disease or death on any of the Contractor's employees or any other person; claims for damages because of injury to or destruction of personal property including loss of use resulting there from and claims arising out of the performance of this agreement and caused by negligent acts or omissions for which the Contractor is legally liable. All insurance provided under this contract shall be through an insurance carrier acceptable to the Owner. The insurance carrier shall be rated "A" or better by Best's Key Rating Guide. **Copy of insurance MUST be submitted prior to any work being performed.** Limits of coverage shall be:

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

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

- 24. Vendors conducting business, with the District School Board of Pasco County, who will (1) be at the school when students are present, or (2) have direct contact with students, or (3) have access to or control of school funds must be Level 2 fingerprinted by Human Resources. If any of the above applies to this contract, you must have those individuals Level 2 fingerprinted and screened by the Districts Human Resource Department prior to commencement of services or work.

Attachment B

This Attachment B is in connection with, and applicable to, **DOROTHY LEKARCZYK, Ph.D.**, and the District School Board of Pasco County (DSBPC).

Confidential Information:

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

CONTRACT REVIEWED
AND APPROVED:

Page 3 of 4

MJW/DM 7/23/13

DOROTHY LEKARCZYK, Ph.D.

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

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

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

Agreement:

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

DOROTHY LEKARCZYK, Ph.D.,

District School Board of Pasco County

BY: *Dorothy L. Lekarczyk Ph.D.*

BY: _____

Name: *DOROTHY THORNE LEKARCZYK, Ph.D.*

Name: _____

Title: *Clinical psychologist*

Title: _____

Date: *July 1, 2013*

Date: _____

Melissa Musselwhite
Melissa Musselwhite
Director, Student Support Programs and Services

7/17/13
Date

CONTRACT REVIEWED AND APPROVED:
NTJW/dam 7/23/13

AGREEMENT FOR SERVICES AND MUTUAL COOPERATION

This agreement made and entered into this 2nd day of July, 2013 by and between **NEW TAMPA PSYCHOLOGICAL SERVICES, INC.**, a Florida corporation not for pecuniary profit, herein referred to as **NEW TAMPA PSYCHOLOGICAL SERVICES, INC.**, and the **DISTRICT SCHOOL BOARD OF PASCO COUNTY**, hereinafter referred to as the "**SCHOOL BOARD**".

WITNESSETH:

WHEREAS, NEW TAMPA PSYCHOLOGICAL SERVICES, INC., and has the staff and facilities necessary for providing psychiatric assessment, counseling services and evaluation in Pasco County and

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

WHEREAS, there is a need for cooperation and sharing of services and resources between **NEW TAMPA PSYCHOLOGICAL SERVICES, INC.**, and and the **SCHOOL BOARD**.

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

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

A. Assessment	\$150.00 for initial assessment
B. Individual Counseling	\$100.00 per session Limited to four (4) sessions
C. Group	\$40.00 per session Limited to four (4) sessions

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

7. Total compensation for this contract for counseling services is estimated to be \$5,000.00. The final cost will depend on referrals and utilization of services.
8. **NEW TAMPA PSYCHOLOGICAL SERVICES, INC.**, shall provide a monthly accounting of services delivered and the **SCHOOL BOARD** shall remit payments to **NEW TAMPA PSYCHOLOGICAL SERVICES, INC.**, accordingly.
9. Requests by the **SCHOOL BOARD** for services to be performed by **NEW TAMPA PSYCHOLOGICAL SERVICES, INC.**, shall be authorized by the Director of Student Support Programs and Services through the Supervisor of Student Services.

Page 1 of 4



NEW TAMPA PSYCHOLOGICAL SERVICES, INC.

10. Per Florida Statute 1012.32, the agency acknowledges that a Level 2 fingerprint screening is required of any individual who has direct contact with students while delivering services under the provision of this agreement. The agency will provide the names of specific employees who will provide services through direct contact with students and will cooperate with the School Board in meeting the requirements of the referenced statute.
11. **NEW TAMPA PSYCHOLOGICAL SERVICES, INC.**, agrees to accept the designated payment amount as payment in full and shall not seek compensation from additional sources, i.e. insurance, Medicaid, etc.

HOLD HARMLESS:

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

12. Either party upon thirty (30) days written notice may terminate this agreement.
13. This contract is subject to Act of God or government regulation, disaster, strikes, civil disorder, or other emergency making it illegal or impossible to provide facilities or hold the events. Should **NEW TAMPA PSYCHOLOGICAL SERVICES, INC.**, cancel this contract for reasons other than Act of God, etc., and another date time cannot be mutually agreed upon, **NEW TAMPA PSYCHOLOGICAL SERVICES, INC.**, shall refund all monies (including deposits) to the School Board. In addition, when the Department of Homeland Security issues a "Red Alert Status," the District School Board of Pasco County has the right to cancel this agreement without penalty and **NEW TAMPA PSYCHOLOGICAL SERVICES, INC.**, shall refund all monies (including deposits) to the School Board within thirty (30) calendar days.
14. As provided for under common law, and to the extent specifically authorized by Section 768.28, Florida Statutes, **NEW TAMPA PSYCHOLOGICAL SERVICES, INC.**, hereby agrees to indemnify and hold the District harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of **NEW TAMPA PSYCHOLOGICAL SERVICES, INC.**, and the District.
15. Termination of Contract: This contract may be terminated when it is in the best interest of the District within 30 days notice. Contracts cancelled by the vendor because of non-performance may result in exclusion from participating on any other similar contracts offered by any public school in Pasco County, FL. Contracts cancelled because of non-performance will be excluded from future business with the District for the full term of the contract plus one year.
16. The laws put forth by the State of Florida govern this contract and venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the appropriate Court in and for Pasco County, State of Florida.
17. Federal Debarment Certification: Certification regarding debarment, suspension, ineligibility and voluntary exclusion. As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, Section 85.105 and 85.110-(ED80-0013).
 - a. The prospective lower tier (\$25,000) participant certifies, by submission and signature of this Attachment A, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any deferral department or agency.
 - b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.

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

Page 2 of 4

CONTRACT REVIEWED
AND APPROVED:

MSW / Dam 7/23/13

NEW TAMPA PSYCHOLOGICAL SERVICES, INC.

- 18. Prohibition Against Contracting with Scrutinized Companies: Pursuant to Section 287.135, Florida Statute, the Contractor, by affixing its signature to this Attachment A, certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. At the option of the District School Board of Pasco County, a contract is subject to termination if the vendor is found to have submitted a false certification as provide in Section 287.135(5) or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
- 19. The School Board normally issues payment for services within 30 days from receipt of invoices, provided the services have been received in a satisfactory and proper manner. No advance payments will be made.
- 20. The company and/or individual shall remain independent and not an employee or agent of the Board for the purpose of providing services not otherwise available to the Board.
- 21. **NEW TAMPA PSYCHOLOGICAL SERVICES, INC.**, shall not assign, sublet, or otherwise dispose of, without first obtaining the written consent of the Board, any portion of services to be performed under this Contract.
- 22. **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, INC.**, shall comply with the regulations of the Civil Rights Act of 1964, in which no person in the United States shall on the grounds of race, creed, color, or national origin be excluded from participation in or be denied the proceeds of, or be subject to discrimination in the performance of this Contract.
- 23. Insurance: The Contractor shall purchase and maintain insurance for protection from claims under worker's compensation acts: claims resulting from negligent acts or omissions for damages because of bodily injury including personal injury, sickness, disease or death on any of the Contractor's employees or any other person; claims for damages because of injury to or destruction of personal property including loss of use resulting there from and claims arising out of the performance of this agreement and caused by negligent acts or omissions for which the Contractor is legally liable. All insurance provided under this contract shall be through an insurance carrier acceptable to the Owner. The insurance carrier shall be rated "A" or better by Best's Key Rating Guide. **Copy of insurance MUST be submitted prior to any work being performed.** Limits of coverage shall be:

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

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

- 24. Vendors conducting business, with the District School Board of Pasco County, who will (1) be at the school when students are present, or (2) have direct contact with students, or (3) have access to or control of school funds must be Level 2 fingerprinted by Human Resources. If any of the above applies to this contract, you must have those individuals Level 2 fingerprinted and screened by the Districts Human Resource Department prior to commencement of services or work.

Page 3 of 4

CONTRACT REVIEWED
 AND APPROVED:
MSW/ Dam 7/23/13

NEW TAMPA PSYCHOLOGICAL SERVICES, INC.

Attachment B

This Attachment B is in connection with, and applicable to, **NEW TAMPA PSYCHOLOGICAL SERVICES, INC.**, and the District School Board of Pasco County (DSBPC).

Confidential Information:

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

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

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

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

Agreement:

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

New Tampa Psychological Services, Inc.,

District School Board of Pasco County

BY: [Signature]

BY: _____

Name: TSILA A. KIRSH, Ph.D.

Name: _____

Title: President Clinical Psychology

Title: _____

Date: 07-11-2013

Date: _____

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

7/17/13
Date
CONTRACT REVIEWED
AND APPROVED:
[Signature] 7/23/13

Page 4 of 4

AGREEMENT FOR SERVICES AND MUTUAL COOPERATION

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

WITNESSETH:

WHEREAS, SEQUELCARE of FLORIDA, and has the staff and facilities necessary for providing psychiatric assessment, counseling services and evaluation in Pasco County and

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

WHEREAS, there is a need for cooperation and sharing of services and resources between **SEQUELCARE of FLORIDA**, and and the **SCHOOL BOARD**.

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

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

A. Psychiatric Evaluation	\$210.00 per evaluation
B. Medication Management	\$60.00 per session Limited to three (3) sessions
C. Individual/Family Counseling	\$73.32 per session (1 session equals 4 units @ \$18.33 each) Limited to four (4) sessions
D. Bio-psychosocial	\$48.00 per session
E. Treatment Plan	\$97.00 per session
F. Group Counseling	\$80.00 per session (capacity of 10 children)

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

Page 1 of 5



SEQUELCARE of FLORIDA

7. Total compensation for this contract for counseling services is estimated to be \$20,000.00. The final cost will depend on referrals and utilization of services.
8. **SEQUELCARE of FLORIDA** shall provide a monthly accounting of services delivered and the **SCHOOL BOARD** shall remit payments to **SEQUELCARE of FLORIDA**, accordingly.
9. Requests by the **SCHOOL BOARD** for services to be performed by **SEQUELCARE of FLORIDA**, shall be authorized by the Director of Student Support Programs and Services through the Supervisor of Student Services.
10. Per Florida Statute 1012.32, the agency acknowledges that a Level 2 fingerprint screening is required of any individual who has direct contact with students while delivering services under the provision of this agreement. The agency will provide the names of specific employees who will provide services through direct contact with students and will cooperate with the School Board in meeting the requirements of the referenced statute.
11. **SEQUELCARE of FLORIDA**, agrees to accept the designated payment amount as payment in full and shall not seek compensation from additional sources, i.e. insurance, Medicaid, etc.

HOLD HARMLESS:

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

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

Page 2 of 5



SEQUELCARE of FLORIDA

- a. The prospective lower tier (\$25,000) participant certifies, by submission and signature of this Attachment A, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any deferral department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.

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

- 18. Prohibition Against Contracting with Scrutinized Companies: Pursuant to Section 287.135, Florida Statute, the Contractor, by affixing its signature to this Attachment A, certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. At the option of the District School Board of Pasco County, a contract is subject to termination if the vendor is found to have submitted a false certification as provide in Section 287.135(5) or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
- 19. The School Board normally issues payment for services within 30 days from receipt of invoices, provided the services have been received in a satisfactory and proper manner. No advance payments will be made.
- 20. The company and/or individual shall remain independent and not an employee or agent of the Board for the purpose of providing services not otherwise available to the Board.
- 21. **SEQUELCARE of FLORIDA** shall not assign, sublet, or otherwise dispose of, without first obtaining the written consent of the Board, any portion of services to be performed under this Contract.
- 22. **SEQUELCARE of FLORIDA** shall comply with all applicable laws, ordinances, codes, and statutes of any and all local, state, or national governing bodies included within this section. **SEQUELCARE of FLORIDA** shall comply with the regulations of the Civil Rights Act of 1964, in which no person in the United States shall on the grounds of race, creed, color, or national origin be excluded from participation in or be denied the proceeds of, or be subject to discrimination in the performance of this Contract.
- 23. Insurance: The Contractor shall purchase and maintain insurance for protection from claims under worker's compensation acts: claims resulting from negligent acts or omissions for damages because of bodily injury including personal injury, sickness, disease or death on any of the Contractor's employees or any other person; claims for damages because of injury to or destruction of personal property including loss of use resulting there from and claims arising out of the performance of this agreement and caused by negligent acts or omissions for which the Contractor is legally liable. All insurance provided under this contract shall be through an insurance carrier acceptable to the Owner. The insurance carrier shall be rated "A" or better by Best's Key Rating Guide. **Copy of insurance MUST be submitted prior to any work being performed.** Limits of coverage shall be:

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

Page 3 of 5

CONTRACT REVIEWED
AND APPROVED:
MSW/Dan 7/23/13

SEQUELCARE of FLORIDA

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

- 24. Vendors conducting business, with the District School Board of Pasco County, who will (1) be at the school when students are present, or (2) have direct contact with students, or (3) have access to or control of school funds must be Level 2 fingerprinted by Human Resources. If any of the above applies to this contract, you must have those individuals Level 2 fingerprinted and screened by the Districts Human Resource Department prior to commencement of services or work.

Attachment B

This Attachment B is in connection with, and applicable to, **SEQUELCARE of FLORIDA**, and the District School Board of Pasco County (DSBPC).

Confidential Information:

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

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

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

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

Agreement:

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

CONTRACT REVIEWED AND APPROVED: *NEW/Don 7/20/13*

SEQUELCARE of FLORIDA

Sequelcare of Florida

BY: _____

Name: J. FINN KAVANAGH

Title: EXECUTIVE DIRECTOR

Date: 7/9/2013

District School Board of Pasco County

BY: _____

Name: _____

Title: _____

Date: _____

Melissa Musselwhite
Melissa Musselwhite
Director, Student Support Programs and Services

7/17/13
Date

CONTRACT REVIEWED
AND APPROVED:
MSW/PLM 7/23/13