

Health-Tech Consultants, Inc.
Po Box 331330 • Atlantic Beach, Florida 32233
Telephone: (904) 247-0020 • Fax: (904) 247-0104 • E-mail: dmweaver@attbi.com

LETTER OF AGREEMENT

The following letter of agreement is between the DoDEA Project PASS program of the Clay County School District and Health-Tech Consultants, Inc. an independent contractor, commencing on October 1, 2011 and ending on August 31, 2014.

I. The Clay County School District agrees to the following:

- A. To designate a representative to coordinate with the independent contractor on the various activities involved in the DoDEA Evaluation Project and to cooperate in all matters requiring concurrence and/or approval.
- B. To assist Health Tech Consultants staff in the development of pretest, posttest, surveys and other assessment tools needed to conduct an evaluation of the project.
- C. To assume responsibility for the data collection of all project participants in the DoDEA Project PASS grant.
- D. To provide Health -Tech Consultants with project data, as identified in the DoDEA Project PASS Evaluation Design.
- E. To grant to Health-Tech Consultants the right to publish, in a manner that protects the identity of DoDEA Project PASS and its clients as established by the American Psychological Association and meets the ethical standards of the American Evaluation Association, results from the evaluation-research study.
- F. To pay the independent contractor an amount not to exceed \$132,000.00 per payment plan as stated in the attachment.

II. Health-Tech Consultants, Inc., agrees to the following:

- A. To provide services for data collection, data analysis, and reporting as necessary to complete the evaluation process identified in the 2011-2014 DoDEA Project PASS Evaluation Plan. These will include the following items:
 - To develop, in coordination with program staff, pretest, posttest and program implementation surveys, to be used as an evaluation tool for the assessing of Project PASS outcomes.
 - As required, to develop machine-readable answer forms for above tests and surveys.

- To assist staff in developing electronic spreadsheets and databases that may be used in future program planning and assessment activities.
- To provide scanning of data collection forms and input of project evaluation data into electronic (i.e., SPSS) format.
- To provide, in a timely manner, analysis of data to the Project PASS Director, and the project staff.
- To assist the Project PASS Director and project staff in the development of reports of project outcomes to District personnel, State and Federal agencies.

B. To provide technical assistance and consultant services to the DoDEA Project PASS program as necessary to ensure the satisfactory design, implementation and completion of program research and evaluation activities.

C. To provide the Project PASS Director with an executive summary report of project research-evaluation results on an annual basis for the period of August, 2012 through August 31, 2014.

D. To provide technical assistance and consultant services to the DoDEA Project PASS Director and project staff as needed to provide for the publication of evaluation-research results in appropriate professional journals, presentation of evaluation-research results at professional conferences, and presentation of evaluation-research results to Federal and State agencies.

E. To provide to the DoDEA Project PASS Director, at the conclusion of the program evaluation, all records, documents, electronic data files, and other similar materials used in conducting the program evaluation.

F. To assume the responsibility for any individual that may be employed by the independent contractor to assist in completion of the tasks identified in this letter of agreement.

III. Health-Tech Consultants, Inc., an independent contractor, shall be free to exercise discretion and independent judgment as to the methods and means of performance of the services and products contracted for the above except when specifically specified in this agreement.

IV. In no event shall this Agreement constitute an employment Agreement, and the Contractor shall be considered only as an independent Contractor and not as an employee, agent partner, or joint venture of the Clay County Public Schools. Health-Tech Consultants, Inc. shall be responsible for its equipment, transportation, insurance and all of its own expense in connection with the furnishing of work or services described above.

V. MODIFICATION OF LETTER OF AGREEMENT:

This letter of agreement may be extended, renewed, or otherwise changed only by an agreement executed in the same manner as the original.

ADDENDUM TO AGREEMENT:

The School Board of Clay County reserves the right to cancel this Agreement in its entirety with 30 (thirty) days written notice to Health-Tech Consultants, Inc.

Neither party for reasons of this Agreement will be obligated to defend, assume the cost of defense, hold harmless or indemnify the other from any liability to third parties for loss or damage to property, death or personal injury arising out of or connected with the work under this Agreement.

This Agreement shall be construed and interpreted according to the laws of the State of Florida. In the event any dispute arises which result in litigation, the parties agree that jurisdiction and venue will lie in the state courts of Clay County, Florida.

Any products or materials furnished by the School Board of Clay County or any product produced under this Agreement will remain the exclusive property of the School Board to be used exclusively for the School Board of Clay County.

Health-Tech Consultants, Inc., prior to commencement of performance under this Agreement will furnish to the School Board of Clay County, Certificate(s) of insurance which clearly indicates all pertinent coverage's. These insurance certificates are to be mailed directly, by Health-Tech Consultants, Inc.'s Agent to the School Board of Clay County, 23 South Green Street, Green Cove Springs, FL., Attn: Donna Wethington, Supervisor of Student Services. *Insurance carriers will be authorized to do business in Florida and acceptable to the Clay County School Board. The School Board of Clay County will be named as additional insured and a 30 (thirty) day notice of change's will be selected.

APPROVED

APPROVED

Dax M. Weaver
President
Health-Tech Consultants, Inc
PO Box 331003
Atlantic Beach, FL 32266
#65-0560120
Date: _____

Frank Farrell
Chair
Clay County School Board
900 Walnut Street
Green Cove Springs, FL 32043
Date: _____

Attachment 1

DoDEA Project PASS Payment Schedule

Year 1 – October 1, 2011 through August 31, 2012

Amount of \$66,000 to be paid in four equal payments of \$19,800 according to the following schedule:

December, 2011	\$16,500
March, 2012	\$16,500
June, 2012	\$16,500
August, 2012	\$16,500

Year 2 – September 1, 2012 through August 31, 2013

Amount of \$39,600 to be paid in four equal payments of \$9,900 according to the following schedule:

November, 2012	\$9,900
February, 2013	\$9,900
May, 2013	\$9,900
August, 2013	\$9,900

Year 3 – September 1, 2013 through August 31, 2014

Amount of \$26,400 to be paid in four equal payments of \$6,600 according to the following schedule:

November, 2012	\$6,600
February, 2013	\$6,600
May, 2013	\$6,600
August, 2013	\$6,600