

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 260003
 Number Assigned by Purchasing Dept.



CONTRACT REVIEW

BOARD MEETING DATE:



WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

Must Have Board Approval over \$100,000.00

Date Submitted: 7/8/25

Name of Contract Initiator: Melanie Sanders Telephone #: 904-336-6866

School/Dept Submitting Contract: CO/ESE Cost Center # 9005

Vendor Name: Public Consulting Group, LLC

Contract Title: Independent Contractor Services Agreement (Medicaid Health Service Provider & EDPlan License)

Contract Type: New Renewal Amendment Extension Previous Year Contract # 200119, 240037 & 230017 EdPlan

Contract Term: 7/1/25 - 6/30/26 Renewal Option(s): Auto Renew until terminated in writing. Subject to any cost adjustments in Exhibit B.

Contract Cost: \$126,773.00 Varies based on number of students)

BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

Funding Source: Budget Line # 100.5200310.9005.0000.0000.000.0

Funding Source: Budget Line # _____

NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):

____ Completed Contract Review Form

____ SBAO Template Contract or other Contract (NOT SIGNED by District / School)

____ SIGNED Addendum A (if not an SBAO Template Contract)*

***This Statement MUST BE included in the body of the Contract:**

"The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."

____ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:
 COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.
 General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.
 Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).
 Workers' Compensation = \$100,000 Minimum
 [If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].

____ State of Florida Workers Comp Exemption (<https://apps.fldfs.com/bocexempt/>) (If Applicable)

____ COVID-19 Waiver (If Applicable)

____ Release and Hold Harmless (If Applicable)

RECEIVED
 By Bertha Staefe at 11:05 am, Jul 15, 2025

**** AREA BELOW FOR DISTRICT PERSONNEL ONLY ****

| CONTRACT REVIEWED BY: | COMMENTS BELOW BY REVIEWING DEPARTMENT |
|--|---|
| Purchasing Department | FLDOE 6A-1.012 (11)(a) Name should be: The School Board of Clay County, Florida ("School System") . See comments on Page 10-11. They need to add section 16.13: School System Addendum A (SBCC Addendum A attached) ✓ |
| School Board Attorney JPS Review Date 7/16 | See and address comments from purchasing and IT. ✓ IP - Please review Final Contract. ✓ 1/23/26 Legally sufficient. JPS |
| Other Dept. as Necessary Review Date | Do we share any data with them? If so they would need to sign the attached Data Share Agreement 11/13/25 Data Share attached. ✓ |
| PENDING STATUS: <input type="checkbox"/> YES <input type="checkbox"/> NO | IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR |
| FINAL STATUS | <div style="border: 2px solid red; padding: 5px; text-align: center;"> Tentatively Approved Pending Required Signatures </div> |

CONTRACT REVIEW PROCESS FOR "ALL" CONTRACTS

A contract is defined as an agreement between two or more parties that is intended to have legal effect. This may include MOUs, Interlocal Agreements, Service Agreements and Contracts. Contracts document the mutual understanding between the parties as to the terms and conditions of their agreement, contain mutual obligations, and clearly state the agreement's consideration. The term consideration includes the cost of the services and/or products to be provided by second party (vendor or service provider) and any non-monetary performance. No school, department, or other organizational unit has authority to contract in its own name. All Board contracts must be made in the legal name of the Board, "The School Board of Clay County, Florida". The School or Department may extend this name to include the school or department as follows, "The School Board of Clay County, Florida o/b/o _____ (insert the school or department name)" where o/b/o means "on behalf of".

All contracts shall be reviewed and approved by the School Board Attorney and/or the Supervisor of Purchasing to ensure legality, compliance with Board policy, and to ensure the Board interests are protected before the authorized signatory may execute the contract.

All contracts having a value of \$100,000 or more shall be authorized by the Board at a regular or special meeting and signed by the Board Chairman. All approved contracts having a value of less than \$100,000 may be executed by the Superintendent or appropriate District administrator based on the value of the contract.

1. All approved contracts having a value of \$50,000 or more, but less than \$100,000 shall be signed by the Superintendent, or the person who has been designated, in writing by the Superintendent, as the Superintendent's Designee at the time of the contract signing. All contracts executed pursuant to this subparagraph shall be reported to the School Board in a separate entry as part of the monthly financial report.
2. All approved contracts having a value of \$25,000 or more, but less than \$50,000, shall be signed by the Superintendent, or the Assistant Superintendent for Business Affairs.
3. All approved contracts having a value of less than \$25,000 and contracts of any value described in Board Authorized Contracts above that are exempt from the requirement for Board approval, may be signed by the Superintendent, or the Assistant Superintendent for their Division, or Chief Officers, or Directors, or Principals.
4. The Superintendent is authorized to approve contract amendments or change orders for the purchase of commodities and services up to the amount of ten (10) percent or \$50,000, whichever is less, of the original contract amount that was previously approved by the Board.

Employees who enter into agreements without authority may be personally liable for such agreements, whether oral or written.

Step 1: Contract Initiator and Vendor prepare draft contract
(School Board Attorney Office (SBAO) Template Contracts available on SBAO webpage are strongly encouraged)

Step 2: Complete Contract Review Form, attach Required Documents to include the UNSIGNED Contract by the District / School.

For Contracts using Budgeted Funds or For No Cost / Master (County Wide) Contracts:
Initiator submits Contract Review Package to Purchasing Department - See Step 3

For Contracts using Internal Funds Individual to each School:
Initiator submits Contract Review Package direct to SBAO - See Step 4

IMPORTANT

Step 3: If Funded by Budgeted Funds, submit the Contract Review Package to the Purchasing Department. Purchasing will begin the contract review process and submit the contract to the SBAO for review. SBAO may reach out to Initiator and/or other Departments (Risk, IT,) with questions or concerns and will assist with contract revisions. SBAO will send the Contract Review Package back to the Purchasing Department for final processing and the return to Initiator.

Purchasing will log "District" Contracts (Cost/No Cost) on Contract Review Log and save copy of the Contract Review Package PLUS the Final Signed Contract you've return to Purchasing in the Contract Review Team Drive.

Step 4: If Funded by Internal Account (IA), submit the Contract Review Package directly to SBAO.
Email: contractreview@myoneclay.net
The SBAO will begin the contract review process and return it directly to Initiator

Step 5: The Initiator is responsible for finalizing the Contract which includes:
Addressing Comments/Revisions, Obtaining Required Signatures, Send District Final Signed Contract to Purchasing OR Retain Internal Accounts Final Signed Contract at School per School Board Record Policy.
If there is a Cost associated with Contract, the Initiator must work with their Bookkeeper to finalize the Purchasing Process.
Budgeted Funds require a District Purchase Order. Internal Accounts require an IA Purchase Order.

For assistance with legal-related matters, please visit the [School Board Attorney's Office \("SBAO"\) webpage](#) or call 904-336-6507
For assistance with insurance-related matters, please visit the [Business Affairs - Risk Management webpage](#) or call 904-336-6745
For assistance with District Purchasing, please visit the [Business Affairs - Purchasing webpage](#) or call 904-336-6736

**PUBLIC CONSULTING GROUP LLC
EDPLAN™ LICENSE AND RELATED SERVICES AGREEMENT**

This LICENSE AND RELATED SERVICES AGREEMENT, including all exhibits hereto (collectively the “Agreement”), is entered into as of July 1, 2025 (the “Effective Date”), by and between Public Consulting Group LLC, a Delaware limited liability company headquartered in Boston, Massachusetts (“PCG”), and The School Board of Clay County, Florida, with their administrative offices located at 900 Walnut Street, Green Cove Springs, FL 32043 (“School System”).

WHEREAS, PCG desires to license to School System PCG’s proprietary Internet-based education case management, document creation, and supporting analytics software (EDPlan™) to assist administrators and teachers with the planning, communication, and monitoring certain education requirements and to license PCG’s related proprietary systems and documentation; and

WHEREAS, the Agency for Health Care Administration (AHCA) authorizes Florida school districts to enroll as a Medicaid health service provider; and

WHEREAS, under the AHCA school-based Medicaid program, school districts can be reimbursed for certain school-based health services for students who are enrolled in Medicaid; and

WHEREAS, SCHOOL SYSTEM employs or contracts with health care providers to provide school-based health-related services to students; and

WHEREAS, some school-based health services are Medicaid reimbursable; and

WHEREAS, SCHOOL SYSTEM requires assistance in billing Medicaid for any and all covered school-based health services under the AHCA school-based Medicaid program that are provided to Medicaid-eligible students, and in collecting amounts billed; and

WHEREAS, SCHOOL SYSTEM wishes to receive Medicaid billing services from PCG; and

WHEREAS, PCG has demonstrated its ability and expertise in these areas; and is able and willing to perform such services; and

WHEREAS, School System may wish to engage PCG to provide other related goods and services to support the continued improvement in special education policy, operations, services, and instructional delivery;

NOW, THEREFORE, for and in consideration of the mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **DEFINITIONS.** In addition to the terms defined elsewhere in this Agreement, terms appearing in initial capital letters shall have the following meanings:

1.1. **“Application Management”** means work related to how the EDPlan Service is modified, and includes resolving defects, updating the EDPlan Service for PCG system-wide national releases to the base product rolled out on a predefined schedule, processing change requests to modify/change the EDPlan Service, release schedules/processes, testing processes, and acceptance processes.

1.2. **“Confidential Information”** means information designated or treated as confidential by either party, or which under the circumstances surrounding disclosure should in good faith be treated as

confidential, including but not limited to: (a) computer programs, electronic codes, algorithms, know-how, formulas, processes, ideas, data, inventions (whether or not subject to patent or copyright), schematics, teaching and development techniques, trade secrets, improvements, research projects, and code; (b) information about costs, profits, markets, sales, customers, or clients; (c) technical, business, and financial plans; (d) employee personnel files and compensation information; (e) discoveries, developments, designs, improvements, regardless of the form of communication in each case, including extracts or summaries; and (f) any record (whether in print, electronic, or any other medium) maintained by School System, a School System employee or agent, or a party acting on School System's behalf, which is directly related to an identified student. "Confidential Information" also specifically includes the EDPlan Service, any third-party information disclosed to either party under obligations of confidentiality, and the identity of or any medical, financial, or personal information pertaining to anyone within PCG or School System provided that PCG shall be permitted to disclose education records to any subcontractor, temporary staffer, or vendor which is bound by confidentiality and data security requirements for the exclusive purpose of supporting the provision of services under this Agreement. Notwithstanding the foregoing, however, "Confidential Information" does not include information that: (i) was rightfully in possession of or known to the receiving party without any obligation of confidentiality prior to receiving it from the disclosing party; (ii) is, or subsequently becomes, legally and publicly available without breach of this Agreement; (iii) is rightfully obtained by the receiving party from a source other than the disclosing party without any obligation of confidentiality; or (iv) is disclosed by the receiving party under a valid order of a court or government agency, provided that the receiving party provides prior written notice to the disclosing party of such obligation and the opportunity to oppose such disclosure.

1.3. **"Documentation"** means all technical information, training materials, instructions, manuals, and diagrams (in printed, electronic, or other media) pertaining to the EDPlan Service.

1.4. **"EDPlan Service"** means: (i) the implementation of the Internet-based functionality of EDPlan modules identified in this Agreement; (ii) licenses for the EDPlan modules specifically identified in this Agreement; (iii) all products and work related to such services within this Agreement, including but not limited to Playbook; (iv) Production Support for the implemented EDPlan modules; and (v) the Documentation developed by PCG for distribution and use in combination with the foregoing.

1.5. **"Intellectual Property Rights"** means patent rights, copyrights, trade secret rights, trademark rights, and any other intellectual property rights recognized by the law of each applicable jurisdiction in which PCG may market or license the EDPlan Service.

1.6. **"New Releases"** means any new revision of EDPlan Service that includes significant enhancements which add new features to the EDPlan Service and which generally will be designated by a new version number either to the left of the decimal point(-",&, from v2.03 to v3.00) or one decimal place to the right of the decimal point(-"&, from v2.03 to v2.10).

1.7. **"Production Support"** means ongoing operations and services to maintain user support of the EDPlan Service following activation of the EDPlan Service in the production environment, including work related to resolving unplanned system outages, work related to keeping the EDPlan Service in tune and running properly, i.e., hosting, operating system updates, up time, maintenance schedules (system unavailability), and Application Management.

1.8. **"School System User"** means any employee, contractor, and other authorized user of "School System" who will be granted access to the EDPlan Service, provided that such contractors or other non-School System employees are subject to terms and conditions concerning confidentiality and licensing that are materially similar to those set forth herein.

1.9. **“Term”** means collectively and individually the Initial Term and Renewal Terms as defined by Section 2.

1.10. **“Trademarks”** means all trademarks, trade names, service marks, and logos now owned or hereinafter acquired by either party, and all other trademarks, trade names, service marks, and logos identifying or used in connection with their product or service offerings, whether or not registered under the laws of a particular jurisdiction or territory.

2. **TERM.** The initial term of this Agreement (the “Initial Term”) shall commence on the Effective Date and shall end on June 30, 2026. Following the Initial Term, this Agreement shall automatically renew for successive one-year terms (each a “Renewal Term”), unless either party notifies the other in writing, at least sixty (60) days prior to the end of the Initial Term or then-current Renewal Term, as the case may be, of the notifying party’s election not to renew this Agreement, whereupon this Agreement shall terminate on the last day of the Initial Term or the then-current Renewal Term, as the case may be.

3. **EDPLAN™ SERVICE.** Subject to the terms and conditions of this Agreement, including School System’s performance of its obligations hereunder, PCG shall provide access to the EDPlan Service to School System, as more fully described below and in **Exhibit A**.

3.1. Grant of License for EDPlan Service. PCG grants to School System, and School System accepts, a non-exclusive, non-transferable, non-sublicensable, and revocable right and license, during the Term only, to access via the Internet and use the EDPlan Service to the extent reasonably necessary to support internal education-related purposes.

3.2. Grant of License for Documentation. PCG grants to School System, and School System accepts, a non-exclusive, non-transferable, non-sublicensable, and revocable royalty-free license under PCG’s copyrights in PCG’s Documentation, during the Term only to (i) incorporate PCG’s Documentation, in whole or in part, into other written materials prepared by or for School System with respect to the EDPlan Service; and (ii) reproduce and distribute modified and original versions of PCG’s Documentation, in hard copy or in an online format, as part of School System’s Documentation for the EDPlan Service, and, if such School System’s Documentation is in an online format, allow School System Users to make print copies of the same.

3.3. Restrictions on License Grant. Unless expressly authorized by this Agreement or in writing by PCG:

3.3.1. School System shall not use or grant to any person or entity other than authorized School System Users the right to access the EDPlan Service, which users shall be subject to the terms set forth herein. School System shall not distribute, market, or sublicense the EDPlan Service, and shall not permit any School System User or third party to do so.

3.3.2. School System shall ensure that appropriate proprietary notices indicating PCG’s Intellectual Property Rights in the EDPlan Service and related Documentation are placed on all copies of written materials distributed by School System relating thereto. Examples of such documentation include training materials and manuals. School System shall not remove, modify, or suppress any confidentiality legends or proprietary notices placed on or contained within the EDPlan Service, and shall not permit any School System User or third party to do so.

3.3.3. School System shall not distribute any PCG documentation or intellectual property made available through this Agreement to any individual or organization that is not part of

School System or an authorized School System User, and shall not permit any School System User or third party to do so.

3.3.4. School System shall not transfer, rent, or permit access to the EDPlan Service to any third party, and shall not permit any School System User or third party to do so.

3.3.5. School System shall not modify, decompile, disassemble, or otherwise attempt to reverse engineer the EDPlan Service or any portion thereof, and shall not permit any School System User or third party to do so.

3.3.6. School System shall not circumvent any security protection within the EDPlan Service, and shall not permit any School System User or third party (e.g. other vendors or consultants) to do so.

3.4. Reservation of Rights. Subject to the license rights granted to School System by this Section, all right, title, and interest in and to the EDPlan Service, including the Intellectual Property Rights and technology inherent in EDPlan Service, are and at all times will remain the sole and exclusive property of PCG. No right to use, print, copy, distribute, integrate, or display the EDPlan Service, in whole or in part, is granted in this Agreement, except as is explicitly provided in this Agreement. Nothing contained in this Agreement will directly or indirectly be construed to assign or grant to School System any right, title, or interest in or to PCG's Intellectual Property Rights or other rights in and to the EDPlan Service or PCG's Documentation or Trademarks. Except as expressly authorized by this Agreement, School System shall not use, display, copy, distribute, modify, or sublicense the EDPlan Service. PCG reserves all rights not expressly granted to School System by this Agreement.

4. **ACCESS TO EDPLAN.** PCG will provide access to the EDPlan web-based application to School System. PCG does not provide Internet connectivity to School System, and obtaining and maintaining such connectivity will be the sole responsibility of School System.

5. **SUPPORT.** PCG will make available qualified personnel to School System during the Term to provide technical support, and does not include the provision of guidance or recommendations related to district policy, operations, instruction, or data analysis. Such personnel will be skilled in the functioning and application of the EDPlan Service to answer questions and provide support. PCG agrees to provide consulting services support to School System for unique projects on an as-available basis, upon School System's request, and subject to agreed-upon additional compensation, which will be memorialized in writing and incorporated into and subject to the terms and conditions of this Agreement.

6. **TRAINING.** Training of School System staff as requested by an authorized representative of School System may be contracted at a cost described in Exhibit B of this Agreement.

7. **COMPENSATION.** In consideration of the licenses and services granted by PCG to School System under this Agreement, School System shall pay PCG fees as described in Exhibit B, which shall be due and payable to PCG within 30 days of receiving an invoice from PCG or otherwise according to the schedule set forth in Exhibit B. In the event that this Agreement is terminated for any reason prior to the expiration of the then-current Term, any prepaid fees shall be non-refundable. In the event that an EDPlan Service module or feature that School System has requested is not activated or made available for use by School System, exclusively due to the acts or omissions by School System, PCG shall invoice and School System shall pay PCG for all costs and expenses (including internal development staff resources) incurred in preparing, developing, customizing, or otherwise implementing such EDPlan Service module or feature, provided that such amount will not exceed the Annual Fee as set forth in Exhibit B for such module or feature. School System shall pay PCG interest at the annual rate of 10% on all fee amounts that are not

paid within ninety (90) days of the due date, calculated from the due date to the date that payment is received, unless applicable law prohibits the payment of interest or requires a lower percentage amount, in which case such lower percentage amount shall apply. In the event School System does not fully and timely pay all compensation due to PCG, PCG reserves the right to suspend access to the EDPlan Service, with no less than ten (10) days' notice, until payment of any fees that are due and payable are remitted.

8. WARRANTIES

8.1. Limited Warranty. PCG represents and warrants that it has the right to license the EDPlan Service as specified by this Agreement and that the use of the EDPlan Service contemplated in this Agreement does not infringe upon, violate, or constitute a misappropriation of any copyright, trademark, trade secret, or any other proprietary right of any third party. Under no circumstances will PCG be responsible for School System's hardware, software, browsers, or Internet connections that provide access to the EDPlan Service. PCG shall use reasonable efforts to maintain the EDPlan Service and to correct any problems that may arise with the use of the EDPlan Service. PCG's scheduled or emergency maintenance of the EDPlan Service, the scheduled maintenance of PCG's Internet provider, or any force majeure event, shall not be deemed a failure to provide the EDPlan Service.

8.2. No Warranty as to Accuracy of Translations. The EDPlan Service may utilize translation software powered by Google Translate to improve accessibility. These translations are provided "as is." PCG and Google disclaim all warranties related to the translations, expressed or implied, including any warranties of accuracy, completeness, reliability, and any implied warranties of merchantability, fitness for a particular purpose, and noninfringement. For any issues with Google Translate, School System is advised to visit <http://translate.google.com/support/>.

8.3. DISCLAIMER. PCG specifically disclaims any other warranties, whether written or oral, expressed or implied, with respect to the EDPlan products or related services provided by PCG under this Agreement, including any implied warranties or merchantability or fitness for a particular purpose.

9. PROPRIETARY RIGHTS; PROTECTION OF CONFIDENTIAL INFORMATION

9.1. Ownership. School System acknowledges that PCG owns the EDPlan Service, that the EDPlan Service is not generally published, and that the EDPlan Service embodies the Confidential Information of PCG. All right, title, and interest in and to the EDPlan Service, including, without limitation, all copyrights, trade secret rights, and other Intellectual Property Rights pertaining in and to the EDPlan Service shall remain vested in PCG and its third-party licensors. PCG acknowledges that School System owns all of the data inputted by each School System User for purposes of creating an Individualized Education Plan and any and all reports produced as a result of using the EDPlan Service during the Term. School System acknowledges that for PCG's own purposes PCG shall have the right to aggregate any data input by School System Users, but PCG shall not use or disclose personal or individual identifying information where the use or disclosure would constitute a violation of applicable law.

9.2. Confidentiality Obligations. Subject to any applicable public records law, each party agrees that: (i) neither party will disclose to any third party any of the other party's Confidential Information except to the receiving party's employees, subcontractors, and contractors with a need to know and who have agreed in writing to confidentiality and data security obligations substantially the same as those set forth herein; (ii) each party will use the same degree of care it uses to maintain the confidentiality of its own information of similar importance in its possession or control, but in no event less than a reasonable degree of care; and (iii) neither party will use or authorize the use of Confidential Information for any purpose other than to fulfill such party's obligations hereunder. Each party agrees that neither party will disclose to any third party any of the terms of this Agreement, which will be treated as Confidential

Information, except to the receiving party's employees, contractors, and advisors with a need to know and who have agreed in writing to confidentiality obligations substantially the same as those set forth herein, and neither party will use the terms of this Agreement for any purpose other than to fulfill such party's obligations under this Agreement, except as either party is otherwise required by law.

9.3. Injunctive Relief. Each party acknowledges that the other party's Confidential Information contains trade secrets of such other party, the disclosure of which would cause substantial harm to such other party that could not be remedied by the payment of damages alone. Accordingly, such other party will be entitled to seek preliminary and permanent injunctive relief and other equitable relief for any breach of this Section.

9.4. School System Duties. School System will take reasonable steps to protect the EDPlan Service from unauthorized access, copying, dissemination, and disclosure, and from other unauthorized use, and will report promptly to PCG any such use of which School System becomes aware. School System shall be responsible for the quality, integrity, and accuracy of all data entered and used in connection with the EDPlan Service, including all deletions of such data by School System Users. School System is responsible for establishing and enforcing any School System policies related to data security, information management, account management of School System Users, and the proper handling of data extracted, reported, or otherwise removed by the system by School System personnel.

9.5. PCG Duties. PCG will take reasonable steps to protect the data that School System enters as part of its use of the EDPlan Service. PCG will use technical, administrative, and physical safeguards to protect against unintentional loss and against unauthorized access, destruction, misuse, modification, and disclosure, although both parties acknowledge that no computer system or information can ever be fully protected against every possible hazard. PCG recognizes that School System data is the property of School System. Upon termination or expiration of this Agreement and for a limited period of no more than thirty (30) days, or at School System's request during the Term, PCG will provide access to all data to School System. A fee equal to PCG's standard hourly rates will apply if School System requests PCG to download and transmit the data to School System. Notwithstanding anything to the contrary in this Agreement, PCG may keep a backup copy of the data unless otherwise agreed by the parties, subject to applicable law. Otherwise, PCG has no obligation to retain any data input by School System into the EDPlan Service, unless otherwise required by law or as agreed upon by the parties, after the 30-day period set forth herein expires; accordingly, at such time, PCG shall have full discretion to destroy such data.

9.6. Third Party Infringement. PCG reserves the sole and exclusive right at its discretion to assert claims against third parties for infringement or misappropriation of its Intellectual Property Rights in the EDPlan Service.

9.7. Legal Obligation. Nothing in this Agreement prohibits a party from disclosing Confidential Information pursuant to a lawful order of a court or government agency, but only to the extent of such order, and subject to such party giving prompt notice of such order to the other party so that it may seek a protective order or take other action to protect the information that was ordered to be disclosed.

9.8. Termination Conditions. Upon termination or expiration of this Agreement, each party shall cease use of Confidential Information received from the other party. In addition, to the conditions set forth in Section 9.5 concerning School System data input into the EDPlan Service, at the request of the disclosing party, the receiving party shall promptly destroy all physical copies of additional Confidential Information (i.e. non-School System data) in its possession, custody, or control and shall furnish a written certification of such destruction within thirty (30) days of such request. If destruction is not practicable because Confidential Information (including School System data) lies on disaster recovery systems or backup tapes, the receiving party shall notify the disclosing party and shall keep such information secure

and confidential in perpetuity or until such time as destruction is practicable. The termination or expiration of this Agreement for any reason shall not discharge the obligations of the parties with respect to the protection of Confidential Information set forth in this Section.

10. **PRODUCT MARKING.** School System acknowledges that PCG is and shall remain the owner of all right, title, and interest in and to each of PCG's Trademarks in any form or embodiment thereof, and is also the owner of all goodwill associated with PCG's Trademarks. All goodwill generated by School System use of the EDPlan Service with respect to PCG's Trademarks shall inure exclusively to the benefit of PCG. School System shall promptly notify PCG of any third-party infringements of any of the PCG Trademarks used in connection with the EDPlan Service, or any act of unfair competition by third parties relating to the PCG Trademarks, within a reasonable time of School System's knowledge of such infringements or acts. School System is also prohibited from altering, modifying, or creating any derivative trades names, service marks, and logos concerning EDPlan without the express written consent of PCG.

11. **INDEMNIFICATION AND LIMITATION OF LIABILITY**

11.1. School System Indemnification Obligations. School System shall defend, indemnify, and hold harmless PCG from and against any third party suit, proceeding, assertion, damage, cost, liability, and expense (including court costs and reasonable attorneys' fees) incurred as a result of claims of School System or third parties against PCG or its affiliates, licensors, suppliers, officers, directors, employees, or agents arising from or connected with School System's misuse of the EDPlan Service, unauthorized modification of the EDPlan Service, or unauthorized combination of the EDPlan Service with any hardware, software, products, data, or other materials not specified or provided by PCG, provided that PCG promptly notifies School System, in writing, of the suit, claim, or proceeding, or threat of suit, claim, or proceeding, and provides School System with reasonable assistance for the defense of the suit, claim, or proceeding. School System will have sole control of the defense of any claim and all negotiations for settlement or compromise. The data entered or uploaded by School System into EDPlan Service is processed by PCG on an 'as is' basis. School System warrants that such data entered into the EDPlan Service is accurate and complete and that School System has appropriate records to substantiate such data. School System agrees that PCG will not be liable for losses, damages, or third-party claims associated with any PCG act that is as a result of inaccurate or incorrect data entered or uploaded by School System into the EDPlan Service. School System agrees to defend, indemnify, and hold PCG harmless against any losses suffered by PCG as the result of any inaccuracies in the data entered or uploaded by School System into the EDPlan Service.

11.2. Limitation of Liability. NO PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES RESULTING FROM OR RELATING TO THE AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION, THE TOTAL AGGREGATE LIABILITY OF EACH PARTY, ITS AFFILIATES, AND ALL OF ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS AND ASSIGNS UNDER THIS AGREEMENT (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY IN TORT, IN LAW OR EQUITY, OR OTHERWISE) SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT OF FEES PAID BY SCHOOL SYSTEM TO PCG, FOR THE SERVICE OR MODULE FROM WHICH THE LIABILITY ARISES, DURING THE TWELVE (12) MONTHS PRIOR TO THE MONTH IN WHICH THE FIRST EVENT GIVING RISE TO LIABILITY OCCURRED.

12. **TERMINATION.** Either party may terminate this Agreement for cause on or after the thirtieth (30th) day after such party gives the other party written notice of a material breach by such party of any obligation hereunder, unless such breach is cured within thirty (30) days following the breaching party's receipt of such written notice.

12.1. Effect of Termination or Expiration. Upon termination or expiration of this Agreement, and subject to Section 9.5 above: (i) all licenses granted to School System by PCG will terminate; and (ii) all School System User access to the EDPlan Service will terminate. Notwithstanding anything to the contrary in this Agreement, PCG may keep a backup copy of the data, subject to applicable law.

12.2. No Damages for Termination or Expiration. Neither party will be liable to the other for damages of any kind, incidental or consequential damages, or lost profits, on account of the termination or expiration of this agreement in accordance with its terms. Each party waives any right it may have to receive any compensation or reparations on termination or expiration of this agreement, other than as expressly provided in this Agreement. Neither party will be liable to the other on account of termination or expiration of this Agreement for reimbursement or damages for the loss of goodwill, prospective profits, or anticipated income, or on account of any expenditures, investments, leases, or commitments made by either party or for any other reason whatsoever based upon or growing out of such termination or expiration.

13. **ADDITIONAL SERVICES.** The parties to this Agreement may expand the scope of this Agreement to include other products or services offered by PCG, and to specify rates of payment for such products or services, by means of amendments to this Agreement signed by an authorized representative of each party and referencing this Agreement

14. **PROCUREMENT.** School System is solely responsible for its compliance with applicable procurement laws and regulations. To the extent specifically authorized by applicable procurement laws and regulations, this Agreement may be utilized by another school district or other entity for purposes of its own authority to contract with PCG. The terms of such resulting contract may differ from this Agreement, and School System assumes no authority, liability, or obligation to PCG or to any other school district or other entity with respect to any such resulting contract.

15. **WAIVER AND NONEXCLUSIVE REMEDY.** No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights. Except as otherwise specified in this Agreement, the exercise by either party of any remedy under this Agreement is without prejudice to its other remedies under this Agreement or otherwise.

16. **COMPLIANCE WITH LAWS.** Each party agrees to comply with all applicable laws, rules, and regulations in connection with its activities under this Agreement.

17. **ADDITIONAL TERMS**

17.1. Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns, provided, however, that neither party may assign this Agreement, in whole or in part, without the other party's written consent. Any attempt to assign this Agreement without such consent will be null and void. A change of control of a party will not be deemed an assignment. Notwithstanding anything to the contrary, a party may assign this Agreement to any affiliate, parent organization, or subsidiary upon written notice to the other party.

17.2. Governing Law, Jurisdiction, and Venue. This Agreement, and all other aspects of the business relationship between the parties, is to be construed, interpreted, and enforced under and in accordance with the laws of the State of Florida, without regard to choice of law provisions. The parties consent to personal jurisdiction in its courts, and agree that the state and federal courts of Palm Beach

County, Florida shall have exclusive jurisdiction over the enforcement of this Agreement and that venue is appropriate.

17.3. Severability. If any provision of this Agreement is found invalid or unenforceable by a court or other tribunal of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

17.4. Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable. For the sake of clarity, notwithstanding a force majeure event, including a school closure, all prepaid fees are nonrefundable.

17.5. Independent Contractors. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

17.6. Entire Agreement. This Agreement and its exhibits are the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. Provisions of this Agreement may be modified or waived only by a written document executed by authorized representatives of both parties. In addition, the terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated.

17.7. Survival. The provisions of this Agreement which by their nature would continue beyond the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

17.8. Headings. The various headings and subheadings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

17.9. Authority. Each party represents and warrants that it has sufficient rights and authority to enter into this Agreement and that this Agreement violates no previous agreement between each party and any third parties.

17.10. Interpretation. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.

17.11. Amendment. This Agreement may be amended only by written agreement of the parties, signed by authorized representatives and referencing this Agreement.

17.12. Notice. Any notices, requests, consents and other communications hereunder shall be in writing and shall be effective either when delivered personally to the Party for whom intended, e-mailed with an acknowledgment of receipt, or five (5) days following deposit of the same into the United States mail (certified mail, return receipt requested, or first class postage prepaid), addressed to such party at the address set forth below, who shall serve as contact persons unless replaced by a party by written notice to the other party:

For Public Consulting Group LLC:
Attn: Legal Department
Public Consulting Group LLC
148 State Street
Boston, MA 02109
E-Mail: dhartnagel@pcgus.com

For School System:
Attn:

E-Mail:_____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

PUBLIC CONSULTING GROUP LLC

**THE SCHOOL BOARD of CLAY
COUNTY, FLORIDA**

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT A

EDPlan Scope of Work

This Exhibit A is used to document the base EDPlan modules, features, and service levels that School System has elected to license/purchase under this Agreement. Additional services are described within this Exhibit A to facilitate meeting future district needs should School System choose to exercise additional related contract options at a later point in time.

PCG deploys a standard configuration of EDPlan to School Systems, informed by industry best practice. For each new implementation of any EDPlan module, PCG will hold a kickoff meeting with the designated School System contract manager to discuss implementation and configuration options that are available to School System.

In addition to licensing access to the EDPlan service to School System, PCG offers a number of professional services for School Systems that may include: user help desk support regarding system functions and operation; a variety of tiered technical assistance levels to support related to school operations, policy, and instruction; related online and in-person professional development; and other related services.

For on-site trainings, School System is responsible for scheduling the space, providing necessary technology (computers/Internet), and communicating/promoting the details of the event to School System personnel.

Subject to the terms and conditions of this Agreement, PCG will provide the following Services:

EDPlan Module Licensing

- **EDPlan EasyIEP Module.** The EDPlan EasyIEP is an innovative IEP management system that allows users to streamline the creation and management of students' Individualized Education Plans (IEPs), so they can spend less time in the system and more time with their students. EasyIEP is IDEA compliant with unique, easy-to-use features that reinforce federal, state, and district compliance guidelines.
 - Documents Included: Existing standard Florida IEP documents to support parent, staff, and other communication needs, configured to reflect School System name, address, and contact information.
 - Reports Included: Dashboard widgets, advanced student search, a set of standard reports, and Advanced Reporting business intelligence tool.
 - Training: Upon implementation, PCG will hold an on-site kickoff meeting to review district procedures and discuss implementation and configuration of EDPlan EasyIEP. Following the kickoff meeting, PCG will provide up to thirty (30) training sessions in the first contract year. A training guide and FAQ document will be provided to School System in electronic format for its use for the duration of the Term. School System is responsible for scheduling the space, providing necessary technology (computers/internet), and communicating/promoting the details of the event to School System personnel. Additional trainings may be purchased by School System as desired and will be scheduled at a mutually agreeable time upon execution of a contract amendment or change order for the additional services.

- **EDPlan Education Plan for Gifted (EP) Module.** The EDPlan Education Plan module allows users to streamline the creation and management of gifted students' Education Plans (EP), so they can spend less time in the system and more time with their students.
 - Documents Included: Existing documents to support parent, staff and other communication needs, configured to reflect School System name, address, and contact information.

- Reports Included: Existing file extracts, reports, and/or user dashboards for various user types.
 - Training: Upon implementation, PCG will hold an on-site kickoff meeting to review district procedures and discuss implementation and configuration of EDPlan. Following the kickoff meeting, PCG will provide up to eight (8) training sessions in the first contract year. A training guide and FAQ document will be provided to the district in electronic format for its use for the duration of the contract term.
- **EDPlan Services Plan for Private School Students (SP) Module.** The EDPlan Services Plan for Private School allows users to streamline the creation and management of students' Service Plans (SP), so they can spend less time in the system and more time with their students. The system is Florida-compliant with unique, easy-to-use, features which reinforce federal, state and district compliance guidelines,
- Documents Included: Existing documents to support parent, staff and other communication needs, configured to reflect School System name, address, and contact information.
 - Reports Included: Existing file extracts, reports, and/or user dashboards for various user types.
 - Training: Upon implementation, PCG will hold an on-site kickoff meeting to review district procedures and discuss implementation and configuration of EDPlan. Following the kickoff meeting, PCG will provide one (1) training session in the first contract year. A training guide and FAQ document will be provided to the district in electronic format for its use for the duration of the contract term.
- **EDPlan 504 Module.** PCG's web-based, process-driven solution assists administrators and instructional personnel with documentation to manage and develop Eligibility Determinations and Accommodation Plans.
- *504 Documents.* School System agrees to use the uniform set of module-specific documents provided with this solution, including if applicable those required by the State. These documents shall include, but are not limited to:
 - Invitation to Meeting
 - Student and Parents Rights Document
 - Eligibility Checklist
 - Prior Notice of Reevaluation/Assessment
 - Parent Consent for Evaluation/Assessment
 - Eligibility Determination
 - Non-Eligibility Determination
 - Accommodation Determination Worksheet
 - Accommodation Plan
 - Accommodations At-A-Glance Document
 - Review of Accommodations Form
 - Section 504 Discontinuation Letter
 - Manifestation Determination Review

Additional documents may be requested by School System to accommodate local policies and procedures, at an additional cost. Module documents utilize information in the designated School System database.
 - *504 Reports.* Standard reports included with the 504 module:
 - 504 Accommodations
 - 504 Accommodations – Caseload
 - 504 Student Report

- X EDPlan Health Module.** The EDPlan Health Module is a web-based service documentation site and health record management system where nurses and other health providers can collect and view all pertinent health information and encounters for a student.

EDPlan Health Base Functionality

Configuration of the base EDPlan Health solution will provide school nurses and other school support staff with the following features and functionality:

- Nursing & Medication Service Logging Wizards
- Daily Schedule / Dashboard for Medications and Nursing Services
- Nursing Contact Notes
- Immunization Compliance and Alerts
- Medication Inventory Tracking and Alerts
- Mass Screenings Wizard for blood pressure, dental, growth/BMI, hearing, lice, scoliosis, and vision
- Ad Hoc Office Visit Logging Templates & Letters (pdf)
- Supervisor Sign-Off Wizard
- Centralized Student Health Information Page
- Individualized Healthcare Plan Templates (pdf)
- Standard Reports: Health Alerts Report (xls), Individual Healthcare Plans (xls), Medication Inventory Report (pdf), Non-Compliant Immunizations Report (xls), Nursing Service Log Report (xls), Nursing Screening Standard Report (xls), Scheduled Nursing & Medications Report (xls)
- Draft service log completion wizard
- Ability to upload standard district templates/documents for easy access by nurses to download

Implementation Assumptions:

- EDPlan Health includes the baseline documents with no customized application development or specialized reporting.
- Access to the EDPlan Health module will be granted through the creation of new user types or modification of existing user types pending School System approval.
- PCG will administer initial role privileges for EDPlan Health users to document nursing and medication services. School System will be responsible for future role privileges after implementation and administrator training.
- Data integration and ongoing technical support for:
 - o PCG will follow the existing data integration in place between EDPlan and School System, to include additional fields required for the EDPlan Health module
 - o Recurring data imports from your student information system: student demographic data
 - o One-time data imports: users, student health alerts, student immunization records (if applicable)
 - o Data integration must follow PCG's pre-set, standard integration using PCG's templates
- End-user manual and quick reference guide will be provided in electronic format.
- PCG will make updates according to administrator-approved additions to medications, diagnosis codes, and health alerts.
- Establishment of post-implementation Change Management process lead by School System Nursing Leadership.

- **EDPlan Mental/Behavioral Health Services (MBHS) Module.** The EDPlan MBHS module is a web-based case management and service documentation system for providers to document mental and behavioral health services. This module includes:
 - User types specific to the MBHS module, giving these staff members specific access to MBHS documents and data
 - A guided process that leads staff through the steps of referral, assessment, plan of care, progress tracking, and discharge; documents and services are saved to a student’s record
 - Visual compliance symbols to help staff keep track of important timelines associated with POC creation and Reviews
 - MBHS-specific reports

- X **EasyTrac: Mental and Behavioral Health Service Documentation.** The EasyTrac electronic documentation system is part of PCG’s EDPlan suite of services. EasyTrac can be expanded to allow for documentation of mental and behavioral health services *outside* of an Individual Education Plan (IEP). The EasyTrac Mental and Behavioral Health Service Documentation includes:
 - System hosting and maintenance
 - Initial configuration and setup of non-IEP mental and behavioral health services and logging wizard
 - Virtual system training for end users and administrators
 - One (1) training for end users/providers
 - One (1) training for administrators
 - A standard suite of reports that allow administrators and providers to review documented services
 - Zendesk (helpdesk) support

- **EDPlan Behavioral Threat Assessment and Management Solution.** PCG’s Behavioral Threat Assessment and Management (BTAM) solution assists in the implementation of a consistent, structured approach for multidisciplinary teams to identify and support students who may present a threat to self or others; helping school personnel document the threat, gather, share, and consider relevant information to make informed decisions, consider key questions to assign risk and determine next steps for intervention, and prepare a monitoring plan if needed).
 - Includes standard configurations supporting local and national models.
 - PCG will provide:
 - EDPlan Systems Annual Refresher Training – Includes one (1) 2-hour virtual refresher training session per contract year. Additional training sessions can be requested for an additional cost.
 - Free 90-day trial of online training modules developed by national threat assessment expert Dr. Melissa Reeves based on the NTAC model; and John Van Dreal based on the SK Cascade model; both one seat license.
 - The package further includes:
 - Advanced Reporting (AR): Flexible enterprise-scale ad-hoc reports.
 - Five (5) standard AR reports
 - Two (2) hours of virtual training on AR
 - Additional reports provided at published rates in Exhibit B
 - Standard edition EDPlan PaperClip: Document Repository for BTAM case artifacts.
 - File types supported: PDF, DOC, XLS, TXT, RTF, PPT, TIF, JPG, PNG, XLSX, PPTX, and DOCX.

- **Suicide Risk Assessment Solution.** The Suicide Prevention (SRA) solution works to prompt users through Threat-to-Self risk assessment using commonly used screeners. A safety and support supervision plan with recommended interventions is created and monitored for the individual student.
 - The SRA solution includes PCG’s standard configuration that supports local and national models.
 - In the first year of service, PCG will provide:
 - One (1) day of PCG consultant training integrated with district practice – Two (2) sessions per day and 30 participants per session. BTAM/SRA teams and district administrators will learn how to navigate the EDPlan system and manage threat/risk assessment data with 2 expert PCG trainers.
 - EDPlan Systems Annual Refresher Training – Includes one (1) 2-hour virtual refresher training session per year.
 - Additional training sessions can be requested for an additional cost.
 - Free 90-day trial of online training modules developed by national suicide risk assessment expert Dr. Terri Erbacher based on the Suicide in Schools model; one seat license.
 - The package further includes:
 - Advanced Reporting (AR): Flexible enterprise-scale ad-hoc reports.
 - Five (5) standard AR reports
 - Two (2) hours of virtual training on AR
 - Additional reports provided at published rates in Exhibit B
 - Standard edition PaperClip: Document Repository for BTAM case artifacts.
 - File types supported: PDF, DOC, XLS, TXT, RTF, PPT, TIF, JPG, PNG, XLSX, PPTX, and DOCX.
 - PaperClipPlus: Expands our standard PaperClip support to large audio/video files.
 - File types supported: WEBM, MPG, MP2, MPEG, MPE, MPV, OGG, MP4, M4P, M4V, AVI, WMV, MOV, QT, FLV, SWF, AVCHD, MKV for up to 400GB of storage.

Note that PCG’s BTAM and SRA solutions are a set of tools to be used by School System’s school-based inter-disciplinary threat assessment team to (1) conduct evaluations about student risk to themselves and others, and (2) allow such teams to then determine independently any follow-up steps to monitor and support students. The solutions do not render any determinations or conclusions. They use nationally recognized guidelines and frameworks that provide School System’s inter-disciplinary team(s) the ability to document threats and incidents, evaluate students, and render its own assessments, conclusions, and support decisions. The solutions should not be construed as determining actions or decisions upon which School System must or should rely.

- **EDPlan Multi-Lingual Learner (ML) Module.** PCG’s EDPlan ML Module is fully integrated with the EDPlan platform and benefits districts by providing a web-based, process-driven solution that assists administrators and instructional personnel with easy, compliant documentation to manage the ML plan process. Our system maintains student records, enables real-time compliance tracking, and provides reporting capabilities.
 - Tracks multilingual learner screeners and yearly language assessments
 - Creates and translates progress reports, learning plans, and yearly identification documents
 - Displays compliance data within interactive graphs

- Works alongside EDPlan’s special education platform to manage dually identified students and keep all special student populations in one place
- Dynamically translates student documents into common languages within seconds
- Reports key data metrics to inform instructional practices

□ **EDPlan MTSS.** The EDPlan MTSS early warning dashboard and intervention management system provides a holistic view of student data and intervention planning tools, all in one place to improve student outcomes. The platform’s early warning dashboard highlights students requiring additional support based on assessments and other indicators. Teachers can group students by need and assign targeted interventions, saving valuable time. The intervention management system allows teams to easily create and manage both academic and behavior/social emotional intervention plans, monitor student progress, and maintain important documentation of observations, plan reviews, and screening results.

EDPlan MTSS Base Functionality:

Configuration will include the following features and functionality:

- Early Warning Dashboard
- Intervention List Management
- Intervention Plan creation with graphical representation of progress
- Intervention Plan monitoring
- Intervention Logging
- MTSS Student History documentation
- Screenings and Observations documentation
- Intervention Plan Reviews
- Student Notes
- Advanced/Single Student Search
- Custom Group creation
- Consider for Special Education (problem-solving team collaboration tool)
- Reporting to track student progress and intervention effectiveness
- Embedded SRSS-IE screener (optional add-on)

Support:

- On-demand electronic reference guides
- Web-based system for submission and tracking of project items, change requests, and questions for designated users

Implementation Assumptions:

- Data integrations assume districts can send data in required EDPlan import specifications.
- Data integration and ongoing technical support are included for the following:
 - PCG will follow the existing data integration in place between EDPlan and School System, to include additional fields required for the EDPlan MTSS module
 - Recurring import of group roster files
 - Recurring import of EWD Attendance data
 - Recurring import of EWD Incident Data
 - Recurring import of Progress Monitoring tools from the list of available vendors*
 - Yearly import of Universal Screeners for three screening periods for the EWS from the list of available vendors*
 - Early Warning Dashboard activation

- If district is unable to send data in required EDPlan import specifications, a custom change order, with additional costs, can be provided based on what information the district is able to send.
- EDPlan MTSS includes the baseline documents with no customized application development or specialized reporting.
- Quick reference guides will be provided in electronic format.
- Establishment of post-implementation Change Management process lead by the district MTSS team.

** Available Assessment Vendors: DIBELS/mCLASS, i-Ready, aimswebPlus, Fastbridge, NWEA MAP, and Star. The Change Management process will be initiated if district wishes to integrate with additional vendors or additional imports in addition to the scope listed above.*

Medicaid Services*

**If any of these services are provided, the terms and conditions in Exhibit C will also apply.*

- X Medicaid Fee-for-Service (FFS) Claiming.** PCG will work with School System to prepare and maintain necessary paperwork for PCG to receive approval for submitting electronic claims and Remittance Advice to and from approved Medicaid agency on behalf of School System.
 - PCG will prepare, approve and update as appropriate, a Compliance Checklist identifying the relevant Medicaid documentation rules for the ACHA school-based Medicaid program.
 - School System will complete a PCG Compliance Checklist to select options with respect to claims. The Compliance Checklist will detail all service types for which claims will be submitted, including nursing claims if the EDPlan Health Module is selected.
 - Based on the information entered in EDPlan by School System as well as the options selected in the Compliance Checklist, PCG will process, generate, and submit reimbursement claims to approved Medicaid agency on behalf of School System.
 - PCG will perform monthly Medicaid eligibility checks.
 - PCG will review Remittance Advices and reconcile and correct denied claims as appropriate.
 - PCG will provide audit preparation and defense on claims for payment submitted by PCG on behalf of School System.
 - PCG will retain documentation that supports its claims for Medicaid reimbursement and meets the minimum ACHA school-based Medicaid program requirements for five (5) years.
 - PCG will safeguard student records in accordance with FERPA, applicable provisions of HIPAA, and all applicable Florida state laws.
- X Nursing Claiming.**
 - Medicaid match & eligibility.
 - Compliance checks/validations, including those specific to MBHS (as outlined in Compliance Checklist).
 - Submission of claims for eligible students to Medicaid.
 - Reimbursement review and resubmission of denials as appropriate.
 - Access to an EasyTrac Dashboard which shows service exceptions (i.e., failed checks/validations) and highlights opportunities for reimbursement optimization.
 - Claiming reports that provide reimbursement and denials information.
- X MBHS Claiming.**
 - Medicaid match & eligibility.
 - Compliance checks/validations, including those specific to MBHS (as outlined in Compliance Checklist).

- Submission of claims for eligible students to Medicaid.
- Reimbursement review and resubmission of denials as appropriate.
- Access to an EasyTrac Dashboard, which shows service exceptions (i.e., failed checks/validations) and highlights opportunities for reimbursement optimization.
- Claiming reports that provide reimbursement and denials information.

User Support and Training

EDPlan was designed to be intuitive and to facilitate ease of use. Licensing fees include user support related solely to specific functionality and system features that are included in School System’s contract. In addition to the Support within the application, where users can find system documentation and FAQs, PCG provides live support to trained School System administrators on system functions. Tier-2 User Support includes message board communication tools that are embedded within the EDPlan user interface. PCG will respond to School System administrator inquiries within one business day. Items that are escalated for additional investigation or resolution may take additional time to resolve.

Training for EDPlan modules will be provided based on the table below:

| EDPlan Module | Trainings |
|---|---|
| EasyIEP | <ul style="list-style-type: none"> • One (1) initial administrator training (in-person) • Two (2) days of on-site training with 2 sessions of two to three hours each • One (1) annual virtual refresher training after the implementation year |
| EDPlan Health | <ul style="list-style-type: none"> • One (1) initial administrator training (virtual) • One (1) initial nurse / end user trainings (virtual) during year one of the contract • One (1) annual virtual refresher training after the implementation year |
| EDPlan 504 & ML | <ul style="list-style-type: none"> • One (1) initial training (virtual) for up to 30 of district staff during year one of the contract • Invitation to participate in annual refresher trainings |
| Medicaid Billing and Documentation | <ul style="list-style-type: none"> • One (1) initial administrator training (virtual) • One (1) initial provider/end user trainings (virtual) during year one of the contract |
| Mental/Behavioral Health Service Management & Documentation | <ul style="list-style-type: none"> • One (1) initial administrator training (virtual) • One (1) initial mental/behavioral health provider training (<i>in person</i>) |
| Behavioral Threat Assessment and Management Solution | <ul style="list-style-type: none"> • One (1) initial administrator training (in-person) • One (1) day of on-site training with 2 sessions of two to three hours each • One (1) annual virtual refresher training after the implementation year |
| EDPlan MTSS | <ul style="list-style-type: none"> • One (1) virtual recorded 90-minute Initial training • One (1) virtual 60-minute Deepening Practices Training • One (1) virtual 45-minute End-of-Year Best Practices Training |

Supplemental Services- Basic and Advanced Data Analysis and Custom Reporting Services

Requests for Data Analysis and custom reporting services must be submitted via the EDPlan Help Desk. PCG will acknowledge receipt within one business day. These services require additional fees as indicated in Exhibit B.

Additional EDPlan Features

These additional EDPlan features can be added to support School System needs. Applicable user support and training is defined within each option.

- EDPlan PaperClip.** PCG's PaperClip provides electronic storage of documents to allow direct access to signed documents within the system, maintaining compliance while decreasing the need for paper document storage.
 - Includes additional storage of 3 GB per contract term
 - Each additional 1 GB of data needed will cost \$500
 - No additional user support or training provided
- EDPlan Single Sign-On (SSO)** With SSO, your users can enjoy simplified access to EDPlan SC, significantly reducing the need for multiple login credentials and streamlining their authentication process. This not only enhances user convenience but also strengthens security by centralizing access control. PCG will work with district IT staff to establish a single sign on integration through the preferred SSO method (e.g., Azure, Classlink, Google, RapidIdentity, LDAP, etc).
- EDPlan Connect.** The EDPlan Connect module allows providers to set up parents/guardians with access to the Parent Portal and select the Individual Plan of Care (initial) they would like to send to the parent/guardian for signature. Access to the Parent Portal can be sent immediately once a parent/guardian has been set up by the provider, and once a document is selected to be sent to a parent/guardian for review, it will be sent overnight.
- EDPlan Signature Feature.** PCG's Signature provides for electronic signature capture for any EDP/an document in your system, improving document completion and compliance while simplifying document storage and retrieval.
- EDPlan Translation.** EDPlan Translation, available for documents within EasyIEP, EDPlan 504, and EDPlan ML, currently offers real-time document translation for the following languages: By activating this feature, the parties acknowledge and understand that EDPlan Translation uses third-party Google Translate functionality. PCG and Google disclaim all warranties, make no representations, and assume no liability for the accuracy or reliability of the translation provided by the Google Translate functionality. Translations are provided 'as is' to the School System. PCG acknowledges that it has executed a contractual agreement with Google concerning confidentiality of all data. School System is instructed to visit Google's Cloud Translation website at www.cloud.google.com for Google's Terms of Service, which govern all use of Google Translate. A Translation Quick Reference guide is provided for support in using Translation functionality.

System Overview and School System Responsibilities

EDPlan is a web-based application. School System is not required to purchase or install any software on its computers except an Internet browser and Adobe Reader (each is available from the vendor).

PCG provides all hardware and software necessary for the operation of EDPlan. PCG provides all technology engineering services required to operate EDPlan. PCG provides all operational services needed for the appropriate functioning of EDPlan including but not limited to: Database software administration, database backup and recovery, system account management, system security, computer and network equipment maintenance, server software maintenance, application software maintenance. PCG provides all datacenter hosting services as required for the appropriate functioning of EDPlan including the provisioning of internet bandwidth as needed to make EDPlan appropriately accessible via the internet.

School System Responsibilities

School System is responsible for timely provision of the following:

1. Connection to the Internet for its Users
2. Computer hardware for its Users
3. Browser software and browser software configuration
4. Installation and configuration of the Adobe Acrobat Reader
5. System start up information as detailed in the “System Start-Up” Section below
6. Additional school data after Start-Up, as may be required by PCG
7. Access to Special Education management staff
8. Designation of a consistent contract manager who will serve for the duration of the contract term
9. Sites for all scheduled trainings with an appropriately configured computer for each trainee and one additional computer for the trainer

System Startup

System Startup is the process by which a School System’s service is established. The goal of System Startup is to import required information as much as possible into the module so that School System need not perform excessive manual data entry.

Where applicable, PCG has developed a standard set of import stubs for the data elements required by EDPlan Student Success Services. The main categories of data imports include module-specific information.

Often these data may be exported from existing database(s) or spreadsheets. It is the responsibility of School System to populate the database(s) and spreadsheets.

School System shall designate project manager(s) to coordinate internal School System activities of the project implementation and ongoing project maintenance and support. This project manager(s) will also serve as the primary contact person for PCG for greater efficiency across solutions.

Implementation and Change Management

The initial EDPlan system configuration and future requests for configuration changes will require the ongoing active participation of School System's designated Contract Manager, as well as practitioners from the district, who will be selected and scheduled by School System, to participate in requirements gathering and School System process reviews. Initial configuration, all future configuration changes and other enhancements will follow a standard Change Management process and must be approved by the School System Contract Manager.

System Start Up/Initial System Implementation

PCG and School System agree to schedule and will perform at a mutually agreed time, a contract kick-off meeting within 10 business days of contract execution (contract signed by both parties, approved by School System board, etc.). The kick-off meeting will introduce the key personnel to each other (i.e. School System's appointed Contract Manager, affected School System department leads, PCG Relationship Manager, PCG Implementation Lead). The agenda will include a review of the scope of work and services provided under the contract.

EDPlan system implementation will include the following steps:

- Project Initiation (Contract execution, kick-off meeting)
- Requirements Gathering

- Requirements Sign Off by the Contract Manager on behalf of School System
- Configuration
- System Integration
- Quality Assurance Testing
- User Acceptance Testing
- Contracts Manager Sign Off on behalf of School System

The implementation process will also include a review of the project plan for the initial system rollout for School System, including data integration and site configuration processes and schedule; a review of the initial training plan of School System personnel as well as future refresher trainings included in the contract; a review of School System's user support plan and any additionally procured tiers of support or other services; a review of user acceptance and sign-off procedures and expectations; and a review of the process and fees for mutually agreed, post-implementation system configuration and enhancements that are initiated by School System following the initial system implementation.

Pre-Launch Enhancements

Should School System require enhancement to the EDPlan application as part of the implementation process, the following process will be followed:

- Requirements Gathering
- Requirements & Cost Estimate Sign Off by the Contract Manager on behalf of School System
- Software development
- Quality Assurance (QA)
- User Acceptance Testing (UAT)
- Contracts Manager Sign Off on behalf of School System

Managing Future Changes and Enhancements

New Releases:

PCG develops, upgrades, and new services and makes them available with regular New Releases. PCG will, as early as practicable, provide School System with advance notice of each New Release, and advise School System whether and how such New Releases will be provided to School System. Some upgrades contained in a New Release may require an additional charge to be provided to School System.

Configuration Changes:

As the vision, goals, needs, and personnel of School Systems change, PCG understands that School System may choose to make other changes to the initial configuration, PCG follows a uniform change management process for each request to make sure that changes have the desired impact, to assist the district in planning, and ensure School System has time to support any required procedural changes resulting from the requested change, Configuration changes may need extensive planning, testing, documentation and training, requiring an additional charge to support implementation. Such services and costs would be communicated to School System as part of the change management process, prior to the start of any post-implementation work.

Enhancements:

School System may also choose to enhance existing modules, and/or add new system features. PCG follows the same uniform change management process for each request. Enhancements to existing modules and the creation of new features need extensive requirements gathering, planning, coding and testing. Each change will require an additional charge to support this work.

Change Management Process:

Step 1. School System Contract Manager will contact the EDPlan Help Desk with the requested change. A member of the EDPlan Help Desk will enter the requested change into PCG's change request tool. enters the requested change into PCG's change request tool.

Step 2. PCG will contact School System to begin the requirements gathering process.

Step 3. PCG will develop requirements documents appropriate for the requested change. *Documents may include: specifications, mock-ups, process flows, access control lists, project plans, communication plans, and training plans.

Step 4. PCG will prepare a change order document and review the requirements document with School System Project Manager and Contract Manager.

Step 5. PCG will make changes to the requirements document as requested by School System.

Step 6. PCG will prepare an estimate with a target completion date and any required additional charges.

Step 7. School System Contract Manager signs off on the Change Order and estimate.

Step 8. Required configuration and/or coding begins.

Step 9. All changes are tested by PCG.

Step 10. All changes are tested and approved by the School System Project Manager and designated colleagues.

Step 11. The School System Contract Manager signs off on the change, indicating acceptance.

Step 12. The change is made available on the EDPlan web-based application.

Step 13. Using Communication Plan prepared in step 3, PCG and School System finalize communication / training with affected users.

In supporting the timely and informed delivery of change order requests, School System agrees to assign the appropriate staff members to actively participate in the necessary requirements/specifications gathering discussions, authorize and provide sign-off on the agreed requirements, participate in the testing of any mutually agreed change, and provide written sign-off on the release of the change once it has been completed.

**EXHIBIT B
PRICING TERMS**

Subject to the terms and conditions of this Agreement, School System shall pay PCG the following amounts:

| Current Service Name | Annual Pricing | Terms/Conditions |
|--|---|---|
| Medicaid Claiming for ESE Related Services | \$76,576/year | Annual pricing is based on an estimated 7,590 ESE student count. |
| Medicaid Claiming for ESE Nursing Services | Minimum of \$20,000/year (see Terms/Conditions) | \$20,000 up to 30,000 paid claim lines \$25,000 up to 40,000 paid claim lines \$30,000 up to 50,000 paid claim lines \$35,000 up to 60,000 paid claim lines \$40,000 for 60,000+ paid claim lines |
| EDPlan Health Module | \$12,762 | |
| Plan of Care Document | \$2,000 | |
| EasyTrac Mental & Behavioral Service Documentation | \$15,435 | |

A. Fees

For each Renewal Term of the Agreement commencing on July 1, 2026, School System shall pay an Annual Fee equal to 105% of the amount of the Annual Fee for the previous Renewal Term as set forth above.

Each year of service will run July 1 – June 30, and invoices will be issued quarterly based on the schedule below. For the “Medicaid Claiming for ESE Nursing Services”, PCG will assume the minimum annual fee of \$20,000 for the Q1-Q3 invoices, which will be \$5,000/quarter. In the final invoice of the service year, PCG will calculate the total paid claim lines and then charge the difference. For example, if over 60,000 paid claim lines for ESE nursing services were received during July 1 – June 30, the Q4 invoice will be \$25,000 for the “Medicaid Claiming for ESE Nursing Services” line item (i.e., \$15,000 from Q1-3 plus \$25,000 from Q4, totaling \$40,000).

- Q1: October 1 (July 1 – Sept 30 services)
- Q2: January 1 (Oct 1– Dec 31 services)
- Q3: April 1 (Jan 1 – March 31 services)
- Q4: July 1 (April 1 – June 30 services)

B. Additional Fees

The parties will negotiate in good faith concerning fees for additional training, features, or additional work under this Agreement that are not otherwise stated herein. Once the parties reach agreement, the fees will be memorialized through amendments to this Agreement. School System reserves the right to procure additional solutions and services from PCG. It is understood that these additional solutions and services are not included in scope of this Agreement and do not include training or installation costs for additional scope.

- Additional virtual user training session for up to 30 School System users per session: \$1,500
- Additional on-site training session for up to 30 School System users per session: \$2,500

- Data analysis, custom data feeds, or custom report development: \$220/hour
- Special Education policy or procedure analysis and guidance: \$250/hour

EXHIBIT C
MEDICAID SERVICES ADDITIONAL TERMS AND CONDITIONS

I. **COMPLIANCE CHECKLIST.** The parties agree that a separate Compliance Checklist if not already in place will be executed by both parties within thirty (30) days of the effective date of this Agreement or the effective date of any amendment for Medicaid Fee for Service (FFS) Service Documentation and Claiming, whichever is applicable. Failure by School System to concurrently or subsequently execute a Compliance Checklist shall provide PCG the right to suspend or terminate the Medicaid FFS Service Documentation and Claiming under this Agreement with less than thirty (30) days' notice.

II. **COMPENSATION, PAYMENT, AND BILLING PROCEDURE**

A. For FFS and Cost Reporting Services, PCG shall invoice School System only after reimbursement has been received by School System. Each invoice shall state, at a minimum, the nature of the reimbursement received, the date of reimbursement, and the time period of the services provided by PCG.

B. If a reimbursement is disallowed after it was paid to School System, the following terms shall apply:

- (i) PCG shall not be obligated to reimburse School System for a disallowance if School System does not allow PCG to fully participate in the review and audit process.
- (ii) PCG shall not be obligated to reimburse School System for any disallowance resulting from the errors, acts, or omissions of School System. PCG's billing on behalf of School System is in good faith, and the data School System enters is processed by PCG on an 'as is' basis. School System warrants that service data entered into EasyTrac™ and supporting claiming data furnished is accurate and complete, and that School System has appropriate records to substantiate claims submitted on its behalf by PCG.
- (iii) Subject to the terms provided herein, in the event claims are disallowed as a result of PCG's errors or omissions and federal funds are returned and all avenues for contesting the disallowance have been exhausted, PCG shall be capped at paying School System only a refund equal to and no greater than the amount paid by School System to PCG on the amount disallowed and not be subject to any further liability.

C. The terms of this Section shall survive expiration or termination of this Agreement. In particular, upon expiration or termination of the Agreement, PCG shall be entitled to payment for services provided prior to expiration or termination. The parties acknowledge that one or more invoices may be submitted by PCG after the expiration or termination date, following reimbursements received by School System on account of such services, and School System shall be obligated to satisfy such invoices.

III. **RECORDS.**

A. Upon reasonable notice, which will be no less than ten (10) business days, PCG shall allow SCHOOL SYSTEM and any of its duly authorized representatives or agents commercially reasonable access to any records of PCG that are pertinent to this Agreement for the purposes of audits or examination, provided that (i) any audit or examination requiring physical access to PCG's records shall take place during PCG's normal business hours of operation and in a commercially reasonable manner; and (ii) absent exigent circumstances, SCHOOL SYSTEM shall not request more than one (1) audit or investigation within a calendar year.

- B. PCG shall maintain its records, including all SCHOOL SYSTEM data, relating to this Agreement for a period of at least five (5) years from the date of expiration or termination, after which time PCG shall have the right to delete such records. Upon expiration or termination of the Agreement, PCG will provide a zip file via SFTP to include service log, compliance events (e.g., Medicaid parental consent), and remittance advice (“remit”) information in the appropriate and available format (e.g., text, Excel, or PDF) going back six (6) years from the date of this Agreement’s expiration or termination. If additional years, a different file format, and/or a delivery method other than SFTP are requested, PCG will provide SCHOOL SYSTEM such data in the requested date range and/or format and charge a rate per hour to do so. The hours to complete the work will be priced at the prevailing PCG rates. SCHOOL SYSTEM shall be obligated to pay prior to delivery of the data



"ADDENDUM A" **TO CONTRACT WITH** **THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**

Notwithstanding any contractual language to the contrary, the terms and conditions of this "Addendum A" shall govern and prevail over any conflicting or inconsistent terms and conditions in the underlying contract to which this "Addendum A" is attached and/or otherwise incorporated. All references herein made to the School Board of Clay County, Florida ("SBCC") shall be interpreted to include the School Board of Clay County, Florida, Clay County District Schools ("District"), and all Board officers and employees.

1. The Company, Vendor, Agency, or Consultant, of Contract with the School Board of Clay County, hereafter collectively and individually referred to as the "CONTRACTOR".
2. CONTRACTOR represents that it is an independent contractor and that it requires that the SBCC treat it as such. CONTRACTOR agrees:
 - a. That it has no rights to any benefits extended by the SBCC to its employees [including without limitation, sick leave, vacation time, insurance coverage, etc.];
 - b. That it will not take a position contrary to their status as an independent contractor, and agrees to accept the responsibilities placed on independent contractors by federal and state law accordingly, the SBCC will not make the deductions or contributions that an employer may be required to make with respect to its employees, and the undersigned will be responsible for all federal and state tax and fund obligations, including without limitation, income tax, Social Security, unemployment compensation, etc.];
 - c. CONTRACTOR agrees, as an independent contractor and not an employee of the SBCC, it is responsible for providing their own Worker's Compensation Insurance and social security/self-employment contributions.
3. CONTRACTOR acknowledges and accepts responsibility for all risks of injury and loss associated with the performance of this Agreement. In addition to any other statutory or common law obligation to indemnify and defend the SBCC, CONTRACTOR shall indemnify, defend, and hold harmless the SBCC, its officers, and employees from any claim, loss, damage, penalty, or liability arising from the negligent acts, omissions, misfeasance, malfeasance, or intentionally wrongful conduct of CONTRACTOR, its employees, or agents relating to the performance of duties imposed upon CONTRACTOR by this Agreement. Such indemnity shall not be limited by benefits payable by or for CONTRACTOR under worker's compensation, disability, or any other employee benefits or insurance programs or policies. Contractor shall timely provide to the SBCC written notice of any claim, complaint, or demand asserted against CONTRACTOR related to the performance of this Agreement. CONTRACTOR's obligations under this section shall survive the termination of this Agreement.
4. CONTRACTOR agrees to be bound by, and at its own expense comply with, all federal, state, and local laws, ordinances, and regulations applicable to the services. CONTRACTOR shall review and comply with the confidentiality requirements of federal and state law and the SBCC policy regarding access to and use of records.
5. Reservation of Sovereign Immunity: No provision or language in the underlying contract shall be construed or interpreted to increase the scope or dollar limit of the SBCC's liability beyond that which is set forth in Section 768.28 of the Florida Statutes. Nor shall any such language be construed or interpreted to waive the SBCC's sovereign immunity from suit, or to require the SBCC to indemnify CONTRACTOR or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts or omissions other than those which arise from the actionable negligence of the SBCC. The SBCC expressly reserves all other protections and privileges related to its sovereign immunity.
6. CONTRACTOR will perform the services in a thorough, efficient, and professional manner, promptly and with due diligence and care, and in accordance with the best practices of the profession, utilizing qualified and suitable personnel, equipment and materials. CONTRACTOR warrants and represents to the SBCC that it possesses the expertise, capability, equipment and personnel to properly perform the services and that it is properly and legally licensed to perform the services. CONTRACTOR acknowledges that the SBCC is relying on the warranties and representations made by CONTRACTOR.

7. Method of Payment (if applicable): Services and/or Products satisfactorily received shall be compensated in accordance with Attachment A and the following terms:
 - a. Procurement is performed in accordance with applicable law, State Board of Education Rules, Clay County School Board Policy and other applicable rules and regulations which govern. CONTRACTOR shall be paid in accordance with the Local Government Prompt Payment Act (218.70, et seq., Florida Statutes) upon submission of detailed invoices to the appropriate location listed on the District Purchase Order and/or the School Internal Account Purchase Order, and only after delivery and acceptance of the services and/or products provided.
 - b. Services and/or Products, as authorized and approved by SBCC, shall be compensated by Hour Rate (cost per hour) / Fixed Fee (*includes direct and indirect costs*) / Flat Rate (*cost for scope of work*) / etc.
 - c. Direct reimbursement for travel expenses, as authorized by and listed in Attachment A, shall be made in accordance with the requirements and rates found at F.S. 112.061 and any applicable the SBCC policies.
 - d. Incurrence of other direct expenses, if any, must be pre-approved in writing by the SBCC.
 - e. Unless otherwise required by law, the SBCC's payment obligations (if any) arising from the underlying Agreement are contingent upon an annual appropriation by the School Board and the availability of funds to pay for the contracted services and/or products provided. If such funds are not appropriated for the underlying Agreement and results in its termination, such conditions/events shall not constitute a default by the SBCC.
8. The SBCC and CONTRACTOR have mutual rights to terminate this Agreement with or without cause and without penalty or further payment, at any time upon thirty (30) days written notice to the other party. However, if it is determined by the SBCC that the work is not being performed as agreed herein, CONTRACTOR shall be deemed to be in default, and the SBCC reserves the right to cancel this Agreement immediately.
9. Force Majeure: Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to payment, confidentiality, and protection of ownership and intellectual property rights) resulting from acts or events beyond the reasonable control of such party (a "Force Majeure Event"), including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor dispute, wide spread outbreak of disease or pandemic, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. In the event that a Force Majeure Event lasts for more than 90 days, and the party experiencing the initial delay cannot correct its failure or delay in performance during that period of time, despite using its reasonable commercial efforts to do so, the other party may terminate the affected portions of this Agreement.
10. This Agreement shall not be modified or amended except in writing, duly agreed to and executed by the parties.
11. CONTRACTOR shall not assign this Agreement in whole or in part, without the express written consent of the SBCC Purchasing Department.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and venue shall be in Clay County, Florida.
13. No other representations or promises shall be binding on the parties hereto except those representations or promises contained herein.
14. In the event that any part, term, or provision of this Agreement is, in a court of competent jurisdiction, found to be illegal or unenforceable, the validity of the remaining portions and provisions will not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be so invalid.
15. Should any litigation be commenced in connection with this Agreement, the prevailing party shall be entitled to reasonable attorney fees and court costs.
16. The parties hereto represent that they have reviewed this Agreement and have sought legal advice concerning the legal significance and ramifications of this Agreement.
17. CONTRACTOR shall retain records associated with the services and/or products provided herein for a period of three years following final payment. CONTRACTOR shall, with reasonable notice, provide the SBCC access to these records during the above retention period.

18. Jessica Lunsford Act: SBCC is required to conduct background screening of CONTRACTOR (including its employees, agents, and sub-contractors) (go to [Clay County District Schools website](#) for fingerprinting procedures). CONTRACTOR represents and warrants to the SBCC that CONTRACTOR is familiar with Sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 of the Florida Statutes regarding background investigations. CONTRACTOR covenants to comply with all requirements of the above-cited statutes at CONTRACTOR's sole expense and shall provide the SBCC proof of such compliance upon request.

Certification: By executing this Agreement, CONTRACTOR swears and affirms under penalty of perjury that all of its employees, agents, and subcontractors will comply with these procedures, the requirements of the Jessica Lunsford Act, SBCC's finger printing procedures, and the laws of the State of Florida. Failure to comply with these procedures, the Act, SBCC's finger printing procedures, and the law of the State of Florida shall constitute a material breach of the Agreement, and SBCC may avail itself of all remedies pursuant to law. CONTRACTOR agrees to indemnify and hold harmless SBCC, its officers, employees, and agents, from and against any and all claims or causes of action, including without limitation those for personal injury, death, property damages, and attorney fees, arising out of or relating to CONTRACTOR's failure to comply with any of the above.

19. E-Verify: CONTRACTOR named herein, and its subcontractors, are required to register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all newly hired employees. By executing this Agreement, the CONTRACTOR certifies that it, and any sub-contractors with which it contracts, are registered with, and use, the E-Verify system for all newly hired employees, and acknowledges that it must obtain an affidavit from its subcontractors in accordance with Section 448.095(2)(b) Fla. Stat. that the subcontractor does not employ, contract with or subcontract with any unauthorized alien. The CONTRACTOR must maintain a copy of such affidavit for the duration of the Agreement. This section serves as notice to the CONTRACTOR that, pursuant to the terms of Section 448.095(2)(c) 1 and 2, Florida Statutes, the SBCC shall terminate this Agreement if it has a good faith belief that the CONTRACTOR has knowingly violated Section 448.09(1), F.S.. If the SBCC has a good faith belief that the subcontractor, without the knowledge of the CONTRACTOR, has knowingly violated Section 448.09(1) or 448.095(2), F.S., the SBCC shall notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the subcontractor. If the SBCC terminates an Agreement with a CONTRACTOR pursuant to sec. 448.095(2)(c), F.S., the CONTRACTOR will not be awarded a public contract for at least one year after the date of such termination.

20. The CONTRACTOR certifies that CONTRACTOR is in compliance with the requirements of law regarding equal employment opportunity for all persons without regard to age, race, color, religion, sex, national origin, or disability and is not on the Discriminatory Vendor List pursuant to Florida Statute 287.134.

21. CONTRACTOR shall, at CONTRACTOR's sole expense, procure and maintain during the term of this Agreement, at least the following minimum insurance coverage, which shall not limit the liability of CONTRACTOR:

| <u>General Liability Policy:</u> | <u>Auto Liability Policy:</u> | <u>Worker's Compensation Policy:</u> |
|----------------------------------|---|--------------------------------------|
| \$1,000,000.00 per occurrence | \$1,000,000.00 combined single limit | \$100,000 |
| \$2,000,000.00 aggregate | \$5,000,000.00 (if charter or common carrier) | <i>*Exempt, need signed WCAF</i> |

**If the CONTRACTOR is exempt from Worker's Compensation insurance obligations, the CONTRACTOR must sign the Worker's Compensation Acknowledgment Form (WCAF) attached hereto as Exhibit # 1.*

All policies of insurance shall be rated "A-" or better by the most recently published A.M. Best Rating Guide and shall be subject to the SBCC approval as to form and issuing company. The SBCC shall be named as certificate holder and as an *additional insured* in the comprehensive general (including property damage) liability policy within five (5) days after execution of this Agreement. CONTRACTOR shall furnish the SBCC's Representative copies of insurance certificates evidencing that it maintains at least the insurance coverage required hereunder, and which contain the following or equivalent clause: "*Before any reduction, cancellation, modification or expiration of the insurance policy, thirty (30) days prior written notice thereof shall be given to the SBCC.*" CONTRACTOR is NOT authorized to proceed with the services until all the insurance certificates have been received and accepted.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the SBCC, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of CONTRACTOR's obligation to fulfill the insurance requirements herein.

22. CONTRACTOR shall not solicit or accept brokerage or any other fees or remuneration from any provider of the SBCC insurance program.
23. CONTRACTOR recognizes and acknowledges that by virtue of entering into this Agreement and providing services hereunder, CONTRACTOR, its agents, employees, officers, and subcontractors may have access to certain confidential information and processes, including confidential student information, personal health information, financial records, and access to the SBCC networks (hereinafter “Confidential Information”). CONTRACTOR agrees that neither it nor any CONTRACTOR agent, employee officer, or subcontractor will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the SBCC in writing, any Confidential Information. In addition, following expiration of said Agreement, CONTRACTOR, its agents, employees, officers, and subcontractors shall either destroy or return to the SBCC all Confidential Information. With 72-hours written notification, the SBCC reserves the right to determine whether or not Confidential Information has been destroyed and such confirmation may include inspecting the CONTRACTOR’s facilities and equipment. CONTRACTOR understands and agrees that it is subject to all federal and state laws and SBCC rules relating to the confidentiality of student information. Contractor further agrees to comply with the Family Educational Rights and Privacy Act (“FERPA”) 34 C.F.R. § 99. Contractor shall regard all student information as confidential and will not disclose personally-identifiable student records or information to any third party without appropriate legal authorization. Access to SBCC data or networks shall require a SBCC Data-Sharing and Usage Agreement and shall only be authorized by the SBCC IT Department.
24. CONTRACTOR is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of CONTRACTOR’s duties under this Agreement, and will specifically:
 - a. Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this Agreement (“Agreement Data”) which come within the definition of a “public record” under Chapter 119.
 - b. Provide to the SBCC, upon its request and free of charge, a copy of each record which CONTRACTOR seeks to produce in response to a public records request.
 - c. Ensure that all Agreement Data considered exempt under Chapter 119 are not disclosed except as authorized by law.
 - d. Upon completion of its obligations under the Agreement, transfer to the SBCC, at no cost, all Agreement Data in CONTRACTOR’s possession or otherwise keep and maintain such data/records as required by law. All records transmitted to the SBCC must be provided in a format that is compatible the SBCC’s information technology systems.
 - e. The SBCC is authorized to collect, use or release social security numbers (SSN) of CONTRACTOR and their employees for the following purposes, which are noted as either required or authorized by law to be collected. The collection of social security numbers is either specifically authorized by law or imperative for the performance of the District’s duties and responsibilities as prescribed by law (Sections 119.071(5)(a)2 and 3, Florida Statutes):
 - a) Criminal history and criminal background checks/Identifiers for processing fingerprints by Department of Law Enforcement, if SSN is available [Required by Fla. Admin. Code 11 C-6.003 and Fla. Stat. § 119.071(5)(a)6]
 - b) Vendors/Consultants that District reasonably believes would receive a 1099 form if a tax identification number is not provided including for IRS form W-9 [Required by 26 C.F.R. § 31.3406-0, 26 C.F.R. § 301.61091, and Fla. Stat. § 119.071(5)(a)2 and 6]

CONTRACTOR’s failure to comply with the provisions set forth in this section shall constitute a default and material breach of this Agreement, which may result in termination by the SBCC without penalty.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE SBCC’S CUSTODIAN OF PUBLIC RECORDS AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043, OR AT 904-336-6500, OR AT: PRR@myoneclay.net

25. Government Funding (if Applicable): Funding for this Agreement may be provided in whole or in part by one or more Government funding agencies (Federal, State, Local). As a result, CONTRACTOR shall comply with applicable Laws, Regulations, Executive Orders, and Governmental Agency Rules and Policies included but not

limited to Titles: 2 – Grants and Agreements (2 C.F.R. §200), Title 7 – Agriculture (NSLP), Title 34 – Education (EDGAR, FERPA), Title 44 – Emergency Management and Assistance (FEMA); U.S. Code Titles: 20,31,40,41.

To the extent that the SBCC is using Government Funds as a source of payment for this Agreement, CONTRACTOR shall execute and deliver to the SBCC the following forms, attached hereto as Exhibit # 2: (a) EDGAR Certification; (b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; (c) Drug-Free Workplace Certification; (d) Non-Collusion Affidavit; and (e) Disclosure of Potential Conflict of Interest.

SBCC’S Representative with CONTRACTOR is: Melanie Sanders

School/Department Name: ESE

Mailing Address: 900 Walnut Street Green Cove Springs, FL 32048

Phone #: 904-336-6867 Email Address: melanie.sanders@myoneclay.net

Accepted and Agreed to:

SCHOOL BOARD OF CLAY COUNTY


By: _____

Print Name: _____

Title: _____

Date: _____

CONTRACTOR

By:  _____
86AE5271A08D467...

Print Name: Ladd Van Devender

Title: Manager

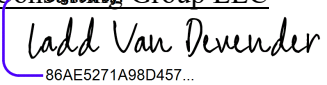
Date: 11/18/2025

Exhibit # 1

WORKERS COMPENSATION ACKNOWLEDGEMENT FORM (WCAF)

The undersigned Contractor/Vendor (“Contractor”) represents and acknowledges that it is an independent contractor and is not provided coverage under any self-insured workers compensation program of the School Board of Clay County, Florida (the “Board” or “District”), any primary workers compensation insurance policy purchased by or on behalf of the District, any excess workers compensation insurance purchased by or on behalf of the District, any risk sharing arrangement, risk sharing pool, or any state reimbursement fund for workers compensation payments made by the District, based on the following understandings and representations by the Contractor:

1. Contractor is not an “Employee” as defined under Chapter 440 of the Florida Statutes. The Parties agree that Chapter 440 describes remedies for employers and employees in place of Florida common law and limits the rights of independent contractors like the undersigned.
2. Contractor maintains a separate business with its own work equipment, material, and accommodations.
3. Contractor has a different federal employer identification number than the District or is a sole proprietor who is not required to obtain a federal employer identification number under state or federal regulations.
4. Contractor receives compensation for services rendered or work performed, and such compensation is paid to a business rather than to an individual.
5. Contractor maintains at least one bank account in the name of the Contractor or associated persons or entities for the purposes of paying business expenses related to the services rendered or work performed for the District.
6. Contractor performs work or is able to perform work for entities other than the District at the Contractor’s election without the necessity of completing an employment application or process.
7. Contractor either provides its own workers compensation coverage or has elected to be exempt from workers compensation coverage.
8. Contractor has provided proof of other insurance, including liability insurance, to the District in the amounts required by the District.
9. Contractor had an opportunity to review and consult with legal counsel regarding this document.
10. Contractor understands that the District is relying upon the truthfulness and accuracy of representations in this acknowledgement as a material basis for the District entering into the underlying agreement(s) with Contractor.

Name of Contractor/Vendor: Public Consulting Group LLC
Signature of Authorized Representative: 
86AE5271A98D457...

Printed Name of Authorized Representative: Ladd Van Devender

Title of Authorized Representative: Manager

Date: 11/19/2025

Exhibit # 2 (a)

EDGAR CERTIFICATIONS

All purchases involving the expenditure of federal funds must be compliant with the Education Department General Administrative Regulations ("EDGAR"). The following certifications and provisions are required and apply when the School Board of Clay County, Florida ("SBCC" "School Board") expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District shall contain the procurement provisions of Appendix II to Part 200, as applicable.

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II to C.F.R. PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when School Board expends federal funds, School Board reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, for all contracts involving Federal funds in excess of \$10,000, School Board reserves the right to terminate the contract (i) for convenience, and/or (ii) for cause by issuing a certified notice to the vendor.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when School Board expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when School Board expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29

EDGAR CERTIFICATIONS (continued)

CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (F) during the term of an award resulting from this procurement process.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (G) during the term of an award resulting from this procurement process.

(H) Energy Policy and Conservation Act (2 CFR §910.120, 10 CFR §600.236). Vendor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Pursuant to Federal Rule (H) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (H) during the term of an award resulting from this procurement process.

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (I) above, when federal funds are expended by School Board, Vendor certifies that during the term of an award resulting from this procurement process, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (J) above, Vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Vendor further certifies that: (1) No Federal appropriated funds have been

EDGAR CERTIFICATIONS (continued)

paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

RECORDS ACCESS AND RETENTION

Records Access (34 CFR 80.36 (i)(10): All vendors, contracts and subcontractors shall give access to the SBCC, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which are directly pertinent to this specific bid/contract for the purpose of making audit, examination, excerpts and transcriptions.

Records Retention (2 C.F.R. § 200.333): Financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient.

RECOVERED MATERIALS

Recovered Materials (2 CFR §200.322): Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name:

Signed by:
Public Consulting Group LLC

Signature of Authorized Representative:

Ladd Van Devender
86AE5271A98D457...

Print Name of Authorized Representative:

Ladd Van Devender

Exhibit # 2 (b)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Instructions for Certification:

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals are:
 - a) presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
 - b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in performing a public (federal, state or local) transaction or contract under a public transaction; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of the offenses enumerated in this certification; or
 - d) have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.
2. 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 proposal.

Name of Vendor: Public Consulting Group LLC

Ladd Van Devender

Printed Name

Signed by:

Ladd Van Devender

Signature:

86AE5271A98D457...

Manager

Title of Authorized Representative

11/19/2025

Date:

Exhibit # 2 (c)

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to vendors/contractors certifying their compliance with a drug-free workplace in accordance with Section 287.087, Florida Stat. as follows:


Preference to businesses with drug-free workplace programs - Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tied bids, proposal, or replies shall be followed if none of the tied vendor has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions what shall be taken against employee for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

CONTRACTOR NAME: Public Consulting Group LLC

AUTHORIZED CONTRACTOR REPRESENTATIVE SIGNATURE:

Signed by:

 86AE5271A98D457...

 (Printed Name)

Manager

 (Title)

Ladd Van Devender

 (Signature)

11/19/2025

 (Date)

Exhibit # 2 (d)

NON-COLLUSION AFFIDAVIT

State of FLORIDA)
County of CLAY)

My name is (INSERT NAME Ladd Van Devender). I hereby attest that I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I have personal knowledge of the price(s), guarantees and the total financial commitment represented in the firm’s offer and/or contract.

(1) The firm’s prices and amounts offered have been arrived at independently and without consultation, communication or agreement with any other contractor or respondent.

(2) Neither the final nor approximate prices or amounts offered have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.

(3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.

(4) (INSERT NAME OF COMPANY Public Consulting Group LLC) its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:

I attest that (INSERT NAME OF COMPANY Public Consulting Group LLC understands and acknowledges that the above representations are material and important, and will be relied on by The School Board of Clay County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement of material representations herein shall be treated as fraudulent or otherwise intentional concealment of the true facts relating to submission of offers for this contract.

CONTRACTOR NAME: Public Consulting Group LLC

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Ladd Van Devender
(Printed Name)

Signed by:
Ladd Van Devender
86AE5271A98D457...
(Signature)

Manager
(Title)

11/19/2025
(Date)

Exhibit # 2 (e)

**DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND
CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP**

Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBCC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBCC. It also places restrictions on SBCC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBCC.

Contractor must disclose the names of any employees who are employed by Contractor who are also an employees of SBCC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

| Name of Contractor's Employee | SBCC Title or Position of Contractor's Employee | SBCC Department/School of Contractor's Employee |
|-------------------------------|---|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Check one of the following and sign:

I hereby affirm that there are no known persons employed by Contractor who are also an employee of SBCC.

I hereby affirm that all known persons who are employed by Contractor who are also an employee of SBCC have been identified above.

Signed by:

86AE5271A98D457...

Public Consulting Group LLC

Signature

Company Name



STANDARD STUDENT DATA PRIVACY AGREEMENT

(NDPA Standard Version 1.0)

School Board of Clay County

and

Public Consulting Group LLC

Provider Name

Version: 1r7

© 2021 Access 4 Learning (A4L) Community. All Rights Reserved.

This document may only be used by A4L Community members and may not be altered in any substantive manner.

This Student Data Privacy Agreement (“**DPA**”) is entered into on the date of full execution (the “**Effective Date**”) and is entered into by and between:

School Board of Clay County, located at 900 Walnut Street, Green Cove Springs, FL 32043
(the “**Local Education Agency**” or “**LEA**”)

And Public Consulting Group located at 148 State Street 10th Floor Boston, MA 02109 (the “**Provider**”).
 Provider Name Street, City, State

WHEREAS, the Provider is providing educational or digital services to LEA.

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“**FERPA**”) at 20 U.S.C. § 1232g (34 CFR Part 99); the Children’s Online Privacy Protection Act (“**COPPA**”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.
2. **Special Provisions. Check Box if Required**
 - If checked, the Supplemental State Terms and attached hereto as **Exhibit “G”** are hereby incorporated by reference into this DPA in their entirety.
 - If checked, LEA and Provider agree to the additional terms or modifications set forth in **Exhibit “H”**. (Optional)
 - If Checked, the Provider, has signed **Exhibit “E”** to the Standard Clauses, otherwise known as General Offer of Privacy Terms
3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
4. This DPA shall stay in effect for three (3) years. **Exhibit “E”** will expire three (3) years from the date the original DPA was signed.
5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit “A”** (the “**Services**”).
6. **Notices**. All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: Duane Weeks Title: Director of Information Services
Address: 900 Walnut Street, Green Cove Springs, FL 32043
Phone: 904-336-9603 Email: duane.weeks@myoneclay.net

The designated representative for the Provider for this DPA is:

Name: Kimberley Kirby Title: Privacy Officer
Address: 148 State Street 10th Floor Boston, MA 02109
Phone: (857) 206-6328 Email: kkirby@pcgus.com

IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.


LEA, School Board of Clay County

By:  Date: 11/13/25

Printed Name: Duane Weeks Title/Position: Director of Information Services

Public Consulting Group LLC

Name of Provider

By:  Date: 11/6/2025

Printed Name: Kimberley Kirby Title/Position: Privacy Officer

STANDARD CLAUSES

Version 1.0

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA**. The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing the Services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data
2. **Student Data to Be Provided**. In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit “B”**.
3. **DPA Definitions**. The definition of terms used in this DPA is found in **Exhibit “C”**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA**. All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
2. **Parent Access**. To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty-five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

3. **Separate Account**. If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.
4. **Law Enforcement Requests**. Should law enforcement or other government entities (“Requesting Party(ies)”) contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors**. Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws**. LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights**. If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions**. LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.
4. **Unauthorized Access Notification**. LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance**. The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use**. The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in **Exhibit “A”** or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation**. Provider shall require all of Provider’s employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect

to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.

4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to Subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.
5. **De-Identified Data:** Provider agrees not to attempt to re-identify De-Identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which De-Identified Data is presented.
6. **Disposition of Data.** Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received within 30 days, Provider shall have no obligation to retain any data input by the LEA, after the 30-day period expires; accordingly, at such time, Provider shall have full discretion to destroy such data. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "**Directive for Disposition of Data**" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ **Exhibit "D"**, no further written request or notice is required on the part of either party prior to the disposition of Student Data described in **Exhibit "D"**.
7. **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits

ARTICLE V: DATA PROVISIONS

1. **Data Storage.** Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.
2. **Audits.** No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA . The Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.
3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "H"**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.
4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:
 - (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
 - i. The name and contact information of the reporting LEA subject to this section.
 - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.

- iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
 - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
 - (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.
 - (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
 - (5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI: GENERAL OFFER OF TERMS

Provider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as **Exhibit "E"**), be bound by the terms of **Exhibit "E"** to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Termination.** In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.
2. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
3. **Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between

Exhibit “H”, the SDPC Standard Clauses, and/or the Supplemental State Terms, **Exhibit “H”** will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

4. **Entire Agreement.** This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.
5. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
6. **Governing Law: Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
7. **Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.
8. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.

9. **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

EXHIBIT "A"

DESCRIPTION OF SERVICES

Vendors/Providers - please list all applications you support that are in use at the District, describe what your application does and what grade levels and/or staff groups will access your software (as applicable).

EXHIBIT "B"
SCHEDULE OF DATA

| Category of Data | Elements | Check if Used by Your System |
|-------------------------------------|--|-------------------------------------|
| Application Technology Meta Data | IP Addresses of users, Use of cookies, etc. | <input type="checkbox"/> |
| | Other application technology meta data-Please specify: | <input type="checkbox"/> |
| Application Use Statistics | Meta data on user interaction with application | <input type="checkbox"/> |
| Assessment | Standardized test scores | <input type="checkbox"/> |
| | Observation data | <input type="checkbox"/> |
| | Other assessment data-Please specify: | <input type="checkbox"/> |
| Attendance | Student school (daily) attendance data | <input type="checkbox"/> |
| | Student class attendance data | <input type="checkbox"/> |
| Communications | Online communications captured (emails, blog entries) | <input type="checkbox"/> |
| Conduct | Conduct or behavioral data | <input type="checkbox"/> |
| Demographics | Date of Birth | <input checked="" type="checkbox"/> |
| | Place of Birth | <input type="checkbox"/> |
| | Gender | <input checked="" type="checkbox"/> |
| | Ethnicity or race | <input checked="" type="checkbox"/> |
| | Language information (native, or primary language spoken by student) | <input checked="" type="checkbox"/> |

| Category of Data | Elements | Check if Used by Your System |
|-------------------------------------|--|-------------------------------------|
| | Other demographic information-Please specify: | <input type="checkbox"/> |
| Enrollment | Student school enrollment | <input type="checkbox"/> |
| | Student grade level | <input checked="" type="checkbox"/> |
| | Homeroom | <input type="checkbox"/> |
| | Guidance counselor | <input type="checkbox"/> |
| | Specific curriculum programs | <input type="checkbox"/> |
| | Year of graduation | <input type="checkbox"/> |
| | Other enrollment information-Please specify: | <input type="checkbox"/> |
| Parent/Guardian Contact Information | Address | <input type="checkbox"/> |
| | Email | <input type="checkbox"/> |
| | Phone | <input checked="" type="checkbox"/> |
| Parent/Guardian ID | Parent ID number (created to link parents to students) | <input type="checkbox"/> |
| Parent/Guardian Name | First and/or Last | <input checked="" type="checkbox"/> |
| Schedule | Student scheduled courses | <input type="checkbox"/> |
| | Teacher names | <input type="checkbox"/> |
| Special Indicator | English language learner information | <input type="checkbox"/> |
| | Low income status | <input type="checkbox"/> |
| | Medical alerts/ health data | <input type="checkbox"/> |

| Category of Data | Elements | Check if Used by Your System |
|-----------------------------|--|-------------------------------------|
| | Student disability information | <input checked="" type="checkbox"/> |
| | Specialized education services (IEP or 504) | <input checked="" type="checkbox"/> |
| | Living situations (homeless/foster care) | <input type="checkbox"/> |
| | Other indicator information-Please specify: | <input type="checkbox"/> |
| Student Contact Information | Address | <input type="checkbox"/> |
| | Email | <input type="checkbox"/> |
| | Phone | <input type="checkbox"/> |
| Student Identifiers | Local (School district) ID number | <input checked="" type="checkbox"/> |
| | State ID number | <input type="checkbox"/> |
| | Provider/App assigned student ID number | <input type="checkbox"/> |
| | Student app username | <input type="checkbox"/> |
| | Student app passwords | <input type="checkbox"/> |
| Student Name | First and/or Last | <input checked="" type="checkbox"/> |
| Student In App Performance | Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level) | <input type="checkbox"/> |
| Student Program Membership | Academic or extracurricular activities a student may belong to or participate in | <input type="checkbox"/> |
| Student Survey Responses | Student responses to surveys or questionnaires | <input type="checkbox"/> |
| Student work | Student generated content; writing, pictures, etc. | <input type="checkbox"/> |

| Category of Data | Elements | Check if Used by Your System |
|------------------|---|-------------------------------------|
| | Other student work data -Please specify: | <input type="checkbox"/> |
| Transcript | Student course grades | <input type="checkbox"/> |
| | Student course data | <input type="checkbox"/> |
| | Student course grades/ performance scores | <input type="checkbox"/> |
| | Other transcript data - Please specify: | <input type="checkbox"/> |
| Transportation | Student bus assignment | <input type="checkbox"/> |
| | Student pick up and/or drop off location | <input type="checkbox"/> |
| | Student bus card ID number | <input type="checkbox"/> |
| | Other transportation data – Please specify: Trip Logs | <input checked="" type="checkbox"/> |
| Other | Please list each additional data element used, stored, or collected by your application: Medicaid Number | <input checked="" type="checkbox"/> |
| None | No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable. | <input type="checkbox"/> |

EXHIBIT “C”**DEFINITIONS**

De-Identified Data and De-Identification: Records and information are considered to be De-Identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student’s identity is not personally identifiable, taking into account reasonable available information.

Educational Records: Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student’s cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

Metadata: means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

Operator: means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K–12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an “operator” for the purposes of this section.

Originating LEA: An LEA who originally executes the DPA in its entirety with the Provider.

Provider: For purposes of the DPA, the term “Provider” means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term “Provider” includes the term “Third Party” and the term “Operator” as used in applicable state statutes.

Student Generated Content: The term “Student-Generated Content” means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

School Official: For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Education Records.

Service Agreement: Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit "B"** is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or De-Identified, or anonymous usage data regarding a student's use of Provider's services.

Subprocessor: For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

Subscribing LEA: An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

Targeted Advertising: means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted Advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

School Board of Clay County Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

Categories of data

Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition

Disposition shall be by destruction or deletion of data.

Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

Describe here or attach special instructions

3. Schedule of Disposition

Data shall be disposed of by the following date:

As soon as commercially practicable.

By Date:

4. Signature

Authorized Representative of LEA

Date

5. Verification of Disposition of Data



Authorized Representative of Provider

11/6/2025

Date

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and Clay County District Schools ("Originating LEA") which is dated _____ to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address:

 Public Consulting Group _____

Name of Provider

BY: Kim Kirby _____ Date: 11/6/2025 _____

Printed Name: Kimberley Kirby _____ Title/Position: Privacy Officer _____

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between School Board of Clay County (Originating LEA) and the Provider. ****PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. ****

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____ Title: _____

Address: _____

Telephone Number: _____ Email: _____

EXHIBIT “F”**DATA SECURITY REQUIREMENTS****Adequate Cybersecurity Frameworks****2/24/2020**

The Education Security and Privacy Exchange (“Edspex”) works in partnership with the Student Data Privacy Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles* (“Cybersecurity Frameworks”) that may be utilized by Provider.

Cybersecurity Frameworks

| Check those that apply | MAINTAINING ORGANIZATION/GROUP | FRAMEWORK(S) |
|-------------------------------------|--|--|
| <input type="checkbox"/> | National Institute of Standards and Technology (NIST) | NIST Cybersecurity Framework Version 1.1 |
| <input checked="" type="checkbox"/> | National Institute of Standards and Technology (NIST) | NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171 |
| <input type="checkbox"/> | International Standards Organization (ISO) | Information technology — Security techniques — Information security management systems (ISO 27000 series) |
| <input type="checkbox"/> | Secure Controls Framework Council, LLC | Security Controls Framework (SCF) |
| <input type="checkbox"/> | Center for Internet Security (CIS) | CIS Critical Security Controls (CSC, CIS Top 20) |
| <input type="checkbox"/> | Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S)) | Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR) |

Please visit <http://www.edspex.org> for further details about the noted frameworks.

*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here

EXHIBIT "G"**Supplemental SDPC State Terms for [State]**Version 1

Providers/Operators are to comply with the Florida Student Online Personal Information Protection Act, Florida Statute 1006.1494. This Act (effective 7/1/2023 and initiated from SB 662 in 2023) establishes new and different terms than those outlined in the National Student Data Privacy Agreement contained herein. Providers/Operators are subject to all of the Act's privacy terms, including, but not limited to the following:

1) An operator may not knowingly do any of the following:

a) Engage in targeted advertising on the operator's site, service, or application, or targeted advertising on any other site, service, or application if the targeting of the advertising is based on any information, including covered information and persistent unique identifiers, which the operator has acquired because of the use of that operator's site, service or application for K-12 school purposes.

b) Use covered information, including persistent unique identifiers, created, or gathered by the operator's site service, or application to amass a profile of a student, except in furtherance of k-12 school purposes.

c) Share, sell, or rent a student's information, including covered information

2) An operator shall do all the following:

a) Collect no more covered information that is reasonably necessary to operate an Internet website, online service, online application, or mobile application....

b) Implement and maintain reasonable security procedures and practices appropriate to the nature of the covered information which are designed to protect it from unauthorized access destruction, use, modification, or disclosure.

c) Unless a parent or guardian expressly consents to the operator retaining a student's covered information, delete the covered information at the conclusion of the course, or corresponding program and no later than 90 days after a student is no longer enrolled in a school within the district, upon notice by the school district.

EXHIBIT "H"**Additional Terms or Modifications**

Version _____

LEA and Provider agree to the following additional terms and modifications:

Notwithstanding anything to the contrary, upon expiration or termination of the Agreement, as it pertains to any Medicaid services, Provider shall maintain its records, including all LEA data, relating to this Agreement and the Medicaid services for a period of at least five (5) years from the date of expiration or termination, after which time Provider shall have the right to delete such records. Provider will provide LEA a zip file via SFTP file transfer to include service log compliance events (e.g., Medicaid parental consent), and remittance advice ("remit") information in the appropriate and available format (e.g., text, Excel, or PDF) going back five (5) years from the date of this Agreement's expiration or termination. If additional years, a different file format, and/or a delivery method other than SFTP are requested, Provider will provide LEA such data in the requested date range and/or format and charge a per-hour rate to do so. The hours to complete the work will be priced at the prevailing Provider rates. LEA shall be obligated to pay prior to delivery of the data.