



District School Board of Pasco County

20430 Gator Lane • Land O' Lakes, Florida 34638 • 813/794-2221

Heather Fiorentino, Superintendent


www.pasco.k12.fl.us

Department of Purchasing
Kendra Goodman, CPPO, CPPB, Purchasing Agent
813/794-2221 Fax: 813/794-2111
727/774-2221 TDD: 813/794-2484
352/524-2221 e-mail: kgoodman@pasco.k12.fl.us

November 16, 2010

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent 

RE: University Financial Aid Solutions

The attached contract will provide Marchman Technical Education Center with consulting and professional services in order to assist with providing federal financial assistance for adult students who qualify for these services. The contract will be effective through September 30, 2011 unless otherwise terminated by the mutual agreement of the parties. The first year cost is estimated at 49,660. Funding will be from adult education tuition.

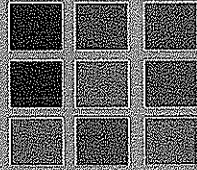
Should you have any question regarding these services, please contact Rob Aguis, Director of Community, Career & Technical Education.

Attachment (1)



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10/11/10 *Den*



UNIVERSITY
FINANCIAL AID
SOLUTIONS

Services contract prepared for:



Marchman Technical Education Center

BRENDA WRIGHT / CEO

bwright@ufas.us.com

GARY BRACKEN / PRESIDENT

gbracken@ufas.us.com

PH: (813) 321-5661

www.ufas.us.com

2818 CYPRESS RIDGE BLVD, STE 230
WESLEY CHAPEL, FL 33544



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PROFESSIONAL SERVICES & CONSULTING AGREEMENT

THIS PROFESSIONAL SERVICES & CONSULTING AGREEMENT (the "Agreement") is entered into and effective as of the 1st day of October, 2010 ("Effective Date") by and between University Financial Aid Solutions, LLC., a Florida limited liability company, and Marchman Technical Education Center ("School"). In consideration of the covenants and agreements set forth in this Agreement, the parties agree as follows.

1. Services. UFAS will provide School with consulting and professional services as detailed in Exhibit A attached hereto.
2. Fees. School agrees to pay UFAS the fees set forth in Exhibit A. UFAS will provide School an invoice on a monthly basis. School agrees to pay UFAS based on such invoice within thirty (30) days of School's receipt of the invoice.
3. Term. The Agreement shall be in effect from the Effective Date through September 30, 2011 unless otherwise terminated by the mutual agreement of the parties. The School may terminate the agreement without cause upon providing 60 days advance notice to UFAS.
4. Confidentiality. All information, written or oral, that is designated as or should reasonably be understood to be, confidential ("Confidential Information"), shall be maintained as such by each party for the term of this Agreement and thereafter. Confidential Information shall include, but not be limited to, any information that either party discloses, whether in writing, electronically or orally, to the other party, whether in tangible or intangible form. By way of example and not limitation, Confidential Information includes: (i) any information concerning a party's, its agents' or licensors' technology, such as systems, source code, databases, hardware, software, programs, applications, engine protocols, routines, models, displays and manuals, including, without limitation, the selection, coordination, and arrangement of the contents thereof; (ii) any information concerning a party's, its agents' or licensors' financial or business plans or operations; and (iii) any "nonpublic personal information" as defined in the Gramm Leach Bliley Act about any customer of a party. UFAS shall also not disclose the specific nature of financial aid services it will provide School under this Agreement without School's permission. School agrees to not share UFAS pricing and/or terms with any other party. Confidential Information of a party shall not be disclosed by the other party without written consent, or if required by law to be disclosed, without advance written notice to the other party.
5. Limited Liability; Limitation on Actions. School's exclusive remedy for UFAS' failure to perform the Consulting Services in a timely and professional manner is to have such services reperformed by UFAS or to terminate this Agreement. UFAS' maximum liability under this exclusive remedy will be to compensate School for its actual damages sustained, up to the amount of the fees paid by School hereunder over the three months immediately preceding the failure to perform. In no event will either party be liable for any special, consequential, indirect, exemplary or punitive damages arising out of this Agreement, even if advised of the possibility of such damages. Any action for the breach of any provisions of this Agreement shall be commenced within one (1) year after termination of this Agreement.

ATTACHMENT "A"
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CONTRACT REVIEWED AND APPROVED: <i>Kdy</i> 10-28-10

6. Notices. All notices or communications required under this Agreement by one of the parties hereto to the other shall respectfully be addressed as follows:

If to UFAS: Gary Bracken
President
University Financial Aid Solutions
2818 Cypress Ridge Blvd, Ste 230
Wesley Chapel, FL 33544
(813) 321-5661

If to School: Kim Dunn
Assistant Principal
7825 Campus Road
New Port Richey, FL 34653

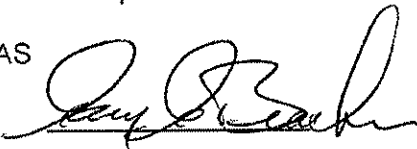
Copy To: Kendra Goodman
Purchasing Agent
Pasco County School Board
20430 Gator Lane
Land O Lakes, FL 34639

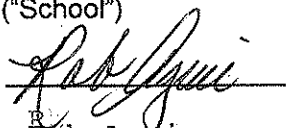
7. Governing Law. This Agreement is executed and delivered within the State of Florida, and the parties hereto agree that it shall be construed, interpreted and applied in accordance with the laws of that State, without regard to conflicts of laws principles.

8. Entire Agreement; Severability; Modification; Waiver. This is the entire and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this Agreement. In the event a court of competent jurisdiction finds any of the provisions of this Agreement to be so broad as to be unenforceable or invalid for any other reason, it is the parties' intent that such invalid provisions be reduced in scope or eliminated by the court, but only to the extent deemed necessary by the court to render the provisions of this Agreement reasonable and enforceable. This Agreement may be amended or modified only by a writing executed by both parties. The waiver or the failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

9. Force Majeure. If by reason of a cause outside the reasonable control of a party, such party is unable in whole or in part to carry out any obligation hereunder, such party will not be in default during the continuance of such inability.

In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

UFAS
By: 
Name: Gary G. Bracken
Title: President

MTEC ("School")
By: 
Name: Rob Aquis
Title: Director/CCTE

Pasco County School Board Chairman
By: _____
Name: _____
Title: _____


ATTACHMENT "A" 
MTEC (SCHOOL) MTEC

Exhibit "A" - Services, Service Levels & Pricing

1. Description of Services.

School ("MTEC") will appoint a liaison to work with UFAS. The liaison will help to establish institutional processes and facilitate communications between UFAS and the students. The liaison will also be responsible for complying with the regulatory requirements that the US Department of Education requires of the educational institution itself. For instance, the liaison will ensure access to FAA Access, CPS Online, and the National Students Loan Data System (NSLDS). This access can only be obtained by the educational institution and must be completed even though MTEC will be awarding PELL Grants only.

1) FAA Access

- FAA (Financial Aid Administrator) Access is a system whereby UFAS on MTEC's behalf will review the Student Aid Report (SAR) data that was generated when a Free Application for Federal Student Aid (FAFSA) is completed.
- The SAR will be reviewed to determine if additional documents, i.e. verification, C-codes, etc., are needed.
- Corrections will be made directly online creating a new SAR transaction the next day.
- The resulting Expected Family Contribution (EFC) will establish the student's PELL eligibility.

2) Documents

- MTEC will collect the documents and scan them to a shared, secured drive with UFAS.
- The documents will be moved by UFAS to individual student folders.
- Documents will be reviewed and student will be contacted by UFAS, on behalf of MTEC, via email and/or telephone advising the student that the review is ongoing and if necessary, what is still needed to make the file complete for review. (It will be necessary for the MTEC liaison to make students aware that communication about financial aid will be forthcoming.)

3) Verification and C-codes

- UFAS will complete verification for all students selected for verification either randomly by the Central Processing System (CPS) or MTEC.
 - i. MTEC will collect UFAS required documents (tax returns, verification worksheets) from the student. (UFAS will train the liaison and/or appointed MTEC representatives concerning all documents needed to complete eligibility processing.)
 - ii. UFAS will complete the actual verification of the student aid report.

4) Awarding Aid

- UFAS will determine if student is eligible for PELL.
- An excel spreadsheet will be sent to MTEC advising which students are eligible for PELL and how much each disbursement is estimated to be.

5) Updating COD

- UFAS will update the Common Origination and Disbursement system (COD) for each disbursement.
- UFAS will advise MTEC to draw down the funding from G5.
 - i. G5 is the Grants and Loans Payment System at the US Department of Education. MTEC will need to work with G5 to establish an account for the

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transfer of Title IV funds if the school district does not already have such an account. UFAS will assist in this effort as needed.

SERVICE LEVELS

1. UFAS will utilize best efforts to ensure MTEC's compliance with all federal Department of Education requirements and regulations. Best efforts include the development and maintenance of appropriate reports and monitoring of compliance requirements throughout the year. UFAS personnel will assist with all federally required audits and reports.
2. Verifications will be completed within 2 business days of receipt of all required documents.
3. Students will be notified of financial aid awards immediately upon determination of eligibility.
4. A UFAS representative will be available at recruitment events such as open houses (up to 4 per year) to make group presentations concerning financial aid or to answer individual questions at an information table.
5. The account managers will have extensive financial aid and student services experience.

2. Fees for Service.

One-Time Set-Up Fee:	\$ 8000
Monthly Management Fee:	\$ 4166

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CONTRACT REVIEWED
AND APPROVED:
KDJ 11-5-10

Attachment "A"
Confidential Information:

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

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

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

University Financial Aid Solutions

By:


Authorized Signature

Name: Gary G. Bracken

Title: President

Date: October 20, 2010

District School Board of Pasco County

By:


Authorized Signature

Name: Kendra Goodman

Title: Purchasing Agent

Date: 10/28/10

ATTACHMENT "A"