

**CONTRACT FOR SERVICES  
BETWEEN  
The ARC Nature Coast  
and  
The School Board of Hernando County  
July 1, 2023 through June 30, 2024**

**This Contract** is entered into between The ARC Nature Coast hereinafter referred to as the "Provider" and the School Board of Hernando County, hereinafter referred to as "The Board."

**I. The Provider Agrees:**

- A. To provide an instructional program as required by the student's Individualized Education Plan (IEP) which will include community awareness, skill training, and work experience.
- B. To require that all employees, staff, agents or other persons providing services pursuant to this Agreement to undergo a criminal background screening including fingerprinting as required in Chapter 1012, Florida Statutes.
- C. To provide services rendered by qualified, certified teachers and/or staff as defined by the *Florida State Board of Education Rules*.
- D. To provide lesson/service delivery plans and a monthly attendance record for The Board. This attendance record shall accompany the monthly voucher.
- E. To provide the Board's assigned exceptional student education teacher documentation of the students' progress based on their IEPs' goals in writing every four (4) weeks.
- F. To provide services and maintain records as required by State and Federal laws related to Individuals with Disabilities Education Act (IDEA) and FTE. In addition, all necessary student records will be provided at the time the student is reassigned to another school. All student records shall be maintained as confidential in accordance with §1002.22, Florida Statutes.
- G. To retain all required records for the period prescribed by the Florida Department of State.
- H. The ARC Nature Coast shall furnish The Board with current Certificates of Insurance coverage for Workmen's Compensation Insurance, General Liability Insurance, automobile insurance, and other such insurance as The Board may require from time to time. The ARC Nature Coast shall maintain all such insurance coverage and shall furnish The Board with certificates of renewal coverage.

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- I. To provide transportation of students enrolled in the ARC Nature Coast program equal to the Medicaid Waiver rate of pay per trip. The Provider must meet all applicable transportation safety requirements required by law and/or administrative rule.
  - J. To be liable, and agrees to be liable, for and shall indemnify, defend and hold The Board harmless for all claims, suits, judgments or damages, including court costs and attorney fees, arising out of or in the course of its provision of the services called for in this Contract.
  - K. To grant access by School District, the Florida Department of Education, the Auditor General's Office, the appropriate federal agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.
- II. The Board Agrees:
- A. The School Board of Hernando County will reimburse ARC Nature Coast of Hernando County on a monthly basis at the hourly rate equal to the Medicaid Waiver rate for identified services based on an eligible exceptional education student's IEP.
- III. The Provider and The Board Mutually Agree:
- A. Unforeseen questions or any problems whatsoever arising during the administration of the Contract between parties shall be resolved through negotiation. The negotiated resolution of the unforeseen problems or questions shall be reduced to writing that shall then be attached to and made part of this Contract as a clarifying interpretation. If the parties are unable to resolve said differences / problems through negotiation, either may seek those remedies available to it at law.
  - B. Termination
    1. Termination at Will: This Contract may be terminated by either party upon no less than thirty (30) days written notice, with or without cause. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
    2. Termination Due to Lack of Funds: In the event funds to finance this Contract become unavailable, the Provider or The Board may terminate the Contract upon thirty (30) days notice in writing to the other party. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

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- IV. The School Board of Hernando County, Florida shall not discriminate on the basis of race, sex, marital status, national origin, religion, handicap or age, in the operation of the school district or with regard to its obligations under this agreement.
- V. ARC Nature Coast shall not discriminate on the basis of race, sex, marital status, national origin, religion, handicap or age, in the operation of its business or in the provision of services under this agreement.
- VI. This Contract shall be governed by the Laws of the State of Florida, and governing regulatory rules, all of which are incorporated herein.
- VII. This Contract shall be in force and effect July 1, 2023, through June 30, 2024. It may thereafter be renewed annually as approved by the parties.

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

SCHOOL BOARD OF HERNANDO COUNTY

ARC NATURE COAST

\_\_\_\_\_  
John Stratton, Superintendent      Date

\_\_\_\_\_  
Representative ARC Nature Coast      Date  
Mark W. Barry, CEO      4/18/2023

\_\_\_\_\_  
Gus Guadagnino, Chairperson      Date

\_\_\_\_\_  
Witness      Date  
Kelly Long, COO      4/18/2023

Approved as to Form

*Nancy McClain Alfonso*

General Counsel, HCSB