



## MEMORANDUM OF UNDERSTANDING

Between

**Pace Center for Girls, Inc. and Hernando County School District**

This Memorandum of Understanding Agreement ("Agreement"), effective as of **May 1, 2026** ("Effective Date"), is made and entered into by and between Pace Center for Girls, Inc., a Florida not for profit corporation, located at 7643 Gate Parkway Suite 104-665, Jacksonville, Florida 32256, hereinafter referred to as ("Pace"), and Hernando County School District, located at 919 North Broad Street, hereinafter referred to as "CONTRACTOR." Pace and Contractor also referred to herein individually as the "Party" or collectively as the "Parties".

WHEREAS, Pace is committed to providing free community-based, gender-responsive therapeutic counseling services for girls identified to need mental health and social service interventions through its Pace Reach Program ("Reach Program") located at 3139 Dumont Avenue, Spring Hill FL 34609.

NOW, THEREFORE, in consideration of covenants and agreements contained herein, the parties hereto agree as follows:

### **PURPOSE**

This MOU represents a collaboration between both parties to provide needed services and to coordinate referred youth with outpatient services. The goal of this collaboration is to provide seamless services to referred youth to increase youth's functionality, youth's success in school and the community, and contribute to reducing recidivism rates. Girls who meet the referral criteria should be between the ages of 11 to 17 and should have experienced risk factors including but limited to academic underachievement, runaway, truancy, family conflict, mental health concerns, or ungovernable behavior.

### **Pace will:**

- Provide administration and oversight of all services related to the Reach Program.
- Provide outpatient therapeutic counseling and, where needed, case management services.
- Provide linking services to girls when necessary and appropriate to treatment plan.
- Notify and coordinate with Hernando County School District designee and/or its appropriate local contact when Pace plans program field trips.

### **Hernando County School District will:**

- Provide appropriate referrals for girls and their families who meet agreed upon requirements.
- Inform referred girls and their families of the referral made to the Reach Program.
- Hernando County School District will work with Pace on a mutually agreed upon process to schedule appointments for the girls to attend the services provided by the Reach Program.
- Provide adequate space for the delivery of services.
- Share referral information with the Reach Program when appropriate for the purpose of meeting specific treatment goals and objectives as outlined by Pace.
- Participate in collaborative planning meetings with the Reach Program for the purpose of reviewing Outcome Reports and improving the referral services.
- Consult with Pace to ensure mutual agreement prior to adding additional Hernando County School District locations to the Pace Reach Program.

The activities of this Agreement will be coordinated by:

A. **Pace Hernando's Primary Point of Contact**

Kimberly Buford, Executive Director, [kimberly.buford@pacecenter.org](mailto:kimberly.buford@pacecenter.org). 352-667-1918

B. **Hernando County School District's Primary Point of Contact**

Jill Kolasa, Director Student Services, [kolasa\\_j@hcsb.k12.fl.us](mailto:kolasa_j@hcsb.k12.fl.us), 352-797-7008 x 413

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

1. **Term of Agreement.** The term of this Agreement shall be for a period of **(1) year** from **May 1, 2026**, to **May 1, 2027** ("Term"), and shall automatically be extended for an additional one-year (1-year) period under the same terms and conditions as the original agreement, provided continued funding for the program is granted through the Florida Department of Juvenile Justice after 05/01/27. Either party may terminate this Agreement by giving written notice at least thirty (30) days in advance to the other party.
2. **Compensation.** All costs of these services will be the responsibility of Pace. Hernando County School District agrees to provide office space and telephone service, when feasible.
3. **Background Checks.** Prior to commencing services, Pace staff must submit to and clear a Level II Florida Department of Juvenile Justice background check prior to having direct contact with district students and in accordance with the Jessica Lunsford Act.
4. **Training.** Pace staff shall satisfactorily complete all required Pae training prior to commencement of services. Training course subjects include sexual harassment, trauma informed care, the Prison Rape Elimination Act (PREA), information security awareness, child abuse, suicide prevention, human trafficking, Equal Employment Opportunity law, and CPR/First Aid certification.
5. **Sexual Misconduct.** The Parties represent and warrant that they have taken and shall enforce all appropriate measures to prevent sexual exploitation or abuse of anyone by it, or by any of its employees, students or any other persons who may be engaged by the Parties to perform any services under this Agreement. For these purposes, sexual activity with any student regardless of any laws relating to consent, shall constitute the sexual abuse, sexual molestation, and sexual exploitation of such student. In addition, the Parties shall refrain from, and shall take all appropriate measures to prohibit its employees, students, or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Parties acknowledges and agrees that the provisions hereof constitute an essential term of this Agreement and that any breach of this representation and warranty shall entitle the Parties to terminate this Agreement immediately upon notice, without any liability of any kind.
6. **Indemnification.** Each party agrees to defend, indemnify and hold harmless the other party, its affiliated companies, and their officers, directors, employees and designated agents from and against any and all losses, damages, injuries, causes of action, claims, demands and expenses, including reasonable legal fees, of whatever kind or nature arising out of or on account of, or resulting from claims, related to any negligent act, error, or omission related to performance of obligations pursuant to this Agreement by its respective students, affiliates, officers, directors, employees, representatives or agents. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

7. **Insurance Requirements**

- A. **Commercial General Liability Insurance.** Each Party shall, at its own expense, procure and maintain throughout the term of this Agreement commercial general liability insurance, or a comparable program of self-insurance, covering bodily injury, personal and advertising injury, and property damage arising out of its operations, premises, and activities under this Agreement. Such coverage shall be written with limits of not less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) annual aggregate. To the extent permitted by law, each party shall name the other Party, including its officers, employees, and agents, as additional insured with respect to activities arising out of this Agreement, and such coverage shall be primary to any other insurance or self-insurance maintained by the other Party. Upon request, each Party shall provide a certificate of insurance evidencing the required coverage. The School District may satisfy its obligations through participation in a self-insurance program or risk management trust, and nothing herein shall be deemed a waiver of sovereign immunity beyond the limits set forth in applicable Florida law.
- B. **Professional Liability Insurance.** Pace shall secure and maintain professional liability insurance at a minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate to cover all claims which may arise out of the therapists' operations under the terms of this Agreement.

8. **Confidentiality and Compliance with Privacy Laws.** The Parties agree to maintain the confidentiality of all student, client, and other protected information obtained or created during activities under this Agreement. Each Party shall comply with all applicable federal and state privacy and confidentiality laws and regulations, including, as applicable, the Healthy Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations, the Family Educational Rights and Privacy Act ("FERPA"), and the federal confidentiality requirements for substance use disorder records under 42 C.F.R. Part 2, as well as any applicable Florida statutes and regulations governing the protection of confidential or personally identifiable information. Protected Health Information ("PHI"), educational records, and substance use disorder treatment information shall be used and disclosed only to the extent necessary to conduct the purposes of this Agreement and only as permitted or required by law. The Parties shall implement appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and security of such information and shall ensure that any disclosure or protected information to third parties is made only with proper authorization or as otherwise permitted by law.

9. **Breaches of Confidentiality.** If either party becomes aware of a material breach or any violation of its obligation to protect the confidentiality and security of consumers protected behavioral health information, then that party must immediately take reasonable steps to cure the breach or end the violation and must report the breach or violation to the other party's Privacy Officer or designee. The alleged breach or violation will be investigated, and an appropriate sanction issued. Each party reserves the right to terminate this Agreement if it determines the other party has violated a material term of the Agreement.

10. **Anti-Discrimination.** Neither party will discriminate against employees, contractors, students, or their families based on race, color, national origin, sex, disability, religion, marital status or veteran status, or any other category protected by federal, state, or local law in its youth programs, admission policies, financial aid, employment, or any other administered programs. Both parties shall abide by anti-discrimination and anti-bullying policies in accordance with federal, state, and local laws while collaborating under this Agreement.

11. **Drug-Free Workplace.** Both Parties shall prohibit its employees' performing services under this agreement from all unauthorized or unlawful possession, use, distribution, or manufacture in the workplace of substances which are controlled illicit substances under the laws of the United States. Further, both Parties shall not suffer any persons to work on its premises under this agreement or

otherwise who are impaired or incapacitated due to the abuse of alcohol or any illicit drugs. Both Parties warrant that it now does and shall continue to maintain a drug-free workplace within the meaning of this section and as required by all applicable federal and state laws.

12. **Public Records.** This Agreement is and any other documents made or received by the Parties in connection with this Agreement may be classified as public records, which must be made available to the public upon request in accordance with Chapter 119, Florida Statutes, unless otherwise deemed confidential and/or exempt from disclosure.
13. **Notice.** All notices required or permitted to be given under this Agreement shall be in writing and shall be effective upon (i) personal delivery with a receipt obtained, (ii) receipt or refusal of receipt if sent by pre-paid certified mail, return receipt requested, or (iii) the earlier of receipt or two (2) business days after deposit with a nationally recognized overnight delivery service (i.e., UPS or Federal Express).
14. **Governing Law and Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida, county of Hernando. Any litigation between Parties shall be commenced and maintained exclusively in the United States District Courts of Florida or the state courts in and for Hernando County, Florida.
15. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
16. **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each Party hereto.
17. **Severability.** This Agreement is severable such that should any provision of this Agreement be or become invalid or unenforceable, the remaining provisions shall continue in full effect.
18. **Waiver.** The Parties agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
19. **Assignment.** This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors, and assigns; however, no party may assign any of its rights or responsibilities under this Agreement without the prior written consent of the other party.
20. **Independent Contractor.** The Parties are independent entities contracting with each other solely for the purpose of carrying out the terms of this Agreement. The Contractor, agents, and employees participating in this program shall not be considered agents or employees of Pace for any purpose, nor shall Pace and its agents or employees participating in this program be considered agents or employees of the Contractor for any purpose.
21. **Termination.** This Agreement may be terminated by either Party with or without cause upon **thirty (30)** calendar day's written notice to the other party of its desire to terminate this Agreement.
22. **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence,



conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Agreement as of the Effective Date.

**PACE CENTER FOR GIRLS, INC.,**  
a Florida not for profit corporation

**HERNANDO COUNTY SCHOOL DISTRICT**

By: Aggie Pappas

By: \_\_\_\_\_

Aggie Pappas  
Printed Name

\_\_\_\_\_  
Printed Name

Chief Program Officer  
Title

\_\_\_\_\_  
Title

Apr 28, 2026  
Date

\_\_\_\_\_  
Date

Kelly A. Pogue  
Approved as to Form  
by WSH Attorney  
06/09/2026 09:45 am






# Hernando County School District\_Pace Hernando Reach\_MOU 26-27

Final Audit Report

2026-04-29

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