

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA  
FINANCE DEPARTMENT  
1960 LANDINGS BLVD., SARASOTA, FL 34231  
PHONE (941) 927-9000 FAX (941) 927-4017

**CONTRACT FOR SERVICES BY INDEPENDENT CONTRACTORS**  
(See page 2 for important information and required acknowledgements)

**Instructions:** This contract must be signed and approved by all parties before the services may commence. If the independent contractor is to receive payment for travel, the payment cannot exceed the travel allowances permitted under Florida Statute 112.061. This contract must be approved by the School Board of Sarasota County, if it is in the amount of \$50,000 or greater and by the Superintendent's Cabinet if the independent contractor will receive aggregate payments in the amount of \$10,000 or greater for the fiscal year. The dividing of contracts in order to circumvent any dollar value threshold will result in notification to the School Board.

Name Behavior Care, Inc.

Address 5608 Wilde Oak Way

City Sarasota State FL Zip 34232

Last 4 Digits of SSN XXX-XX-\_\_\_\_\_ and/or Federal Identification No. 90.0795256

Contact Person Lewis Weber Contact Phone 941-266-8634

**DESCRIPTION**

**SERVICES RENDERED** The School Board of Sarasota County, Florida, hereinafter called the School Board, and the above-named Independent Contractor, agree as follows:

The School Board shall pay the Independent Contractor for the following services Behavior Specialist support

To be performed during the following time period 5 days per week, 4 hours per day from 2/13/2017 - 3/24/2017

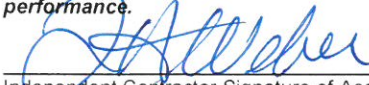
Payment shall be made (with submission of an approved invoice to the District) as follows \_\_\_\_\_

4 hrs per day x 24 days x \$85.00/hr. not to exceed \$8,160.00 invoiced monthly.

**FINGERPRINTING**

Do the duties associated with this contract involve direct contact with students, access to school grounds when students are present, or access to District funds?  Yes  No If Yes, you must report to the School Safety and Security office for fingerprinting at your expense.

I have read the second page of this document and initialed the required acknowledgements. I certify that I am not an employee of the School Board of Sarasota County, Florida, and that I will perform the duties as indicated above. I shall provide evidence of the services performed to the requesting cost center head. I agree to release and hold the School Board of Sarasota County, Florida, and/or its employees, agents and volunteers harmless from and against all claims, judgments, costs, or other expenses arising out of bodily injuries or property damage resulting from my performance of the services specified in this contract. The State of Florida and its political subdivisions are governed by Florida Statute 768.28. ***This contract may be terminated without cause by either party on twenty (20) days written notice with neither party owing the other any further payment or performance.***

 Date 2-3-17  
Independent Contractor Signature of Acceptance

 Date 2/3/17  
Cost Center Head Name (Print) Cost Center Head Signature of Acceptance

An IRS Form 1099 will be issued for all transactions covered by Federal regulation.

**ADDITIONAL APPROVALS**

If the independent contractor will receive aggregate payments in the amount of \$10,000 or greater for the fiscal year indicate:

Executive Director Name \_\_\_\_\_ Cabinet Approval Date \_\_\_\_\_

If total amount of this contract is \$50,000 or over, indicate:

School Board Approval Date \_\_\_\_\_ Agenda Item No. \_\_\_\_\_

Distribution: Original – Contractor Electronic Copy Attached to Contract in Financial System

RET: Master, 5FY aft completion/termination, GS1-SL 65  
Dupl., OSA

# CONTRACT FOR SERVICES BY INDEPENDENT CONTRACTORS

## DEFINITION OF INDEPENDENT CONTRACTOR

An individual who is not subject to the control and direction of the employer for whom work is being performed, with respect not only to what shall be done but to how it shall be done. If the employer has the right to exert such control, an employee-employer relationship exists and the person is an employee and not an independent contractor. The following factors are guidelines to aid in determining whether an individual is an employee or an independent contractor.

An independent contractor hires, supervises, and pays assistants under a contract that requires him/her to provide materials and labor and to be responsible only for the result.

An independent contractor is the master of his/her own time and works on his/her own schedule. An independent contractor can work when and for whom he/she chooses.

An independent contractor is paid periodically (usually a percent of the total payment) by the job or on a straight commission. An independent contractor usually provides his/her own tools, materials, etc.

An independent contractor has a significant investment in the facilities he/she uses in performing services for someone else.

An independent contractor can make a profit or suffer loss. Profit or loss implies the use of capital by the individual in an independent business of his/her own.

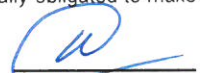
An independent contractor provides his/her services to two or more unrelated persons or firms at the same time.

An independent contractor makes his/her services available to the general public. This can be done in a number of ways. Having his/her own office and assistants, hanging out a "shingle", holding business licenses, having listings in business directories and telephone directories, and advertising in newspapers, trade journals, etc.

An independent contractor cannot be terminated so long as he/she produces a result that meets the specifications of the contract. An independent contractor can be terminated but usually he/she will be entitled to damages or expenses incurred, lost profit, etc.

An independent contractor usually agrees to a complete a specific job and is responsible for its satisfactory completion, or is legally obligated to make good upon failure to complete it.

**I have read the above and certify that I meet the definition of an independent contractor.**

  
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## SPECIAL PROVISIONS OF FLORIDA STATUTE 119.0701

Independent Contractor shall comply with Florida's Public Records Law including:

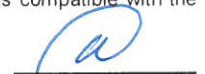
Keeping and maintaining public records that ordinarily and necessarily would be required by the School Board in order to perform the service;

Providing the public with access to public records on the same terms and conditions that the School Board would provide the records and at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes or as otherwise provided in law;

Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

Meeting all requirements for retaining public records and transfer, at no cost, to the School Board all public records in possession of the Independent Contractor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt for public records disclosure requirements. All records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board.

**I have read the above and agree to comply with the special provisions of Florida Statute 119.0701.**

  
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## SPECIAL PROVISIONS FOR FEDERAL GRANT AGREEMENTS

The vendor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federally funded transactions.

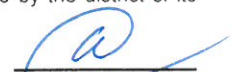
The sub recipient is knowledgeable of and operating in accord with applicable laws and regulations of both the Federal and State governments. Appropriate audits (meeting the requirements of the single audit act) will be undertaken by the sub recipient at their cost and copies provided for the district and the auditor general of the State of Florida.

Any irregularities reported or uncovered by this review process will be corrected in such a way as to hold the district harmless and maintain the appropriate financial integrity of the district.

All contracts in excess of \$10,000 can be terminated for cause and convenience by the district.

Retention by the sub recipient of all records relative to the services rendered by the sub recipient, and access to such records by the district or its designee for a period of three years after final payments and all other pending matters are closed.

**I have read the above and agree to comply with the special provisions for federal grant agreements.**

  
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