

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.

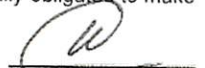
An independent contractor provides his/her services to two or more unrelated persons or firms at the same time.

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 required by the School Board to perform the service;

Forwarding all requests for public records relating to the contract for services directly to the School Board, and upon request, providing the School Board with a copy of the requested records or allowing the records to be inspected or copied within a reasonable time 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 for the duration of the contract 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.

For questions regarding the independent contractor's duty to provide public records relating to this contract or the application of Chapter 119 Florida Statutes contact The School Board of Sarasota County, Florida at (941) 927-4009; publicrecordrequest@sarasotacountysschools.net; or 1960 Landings Blvd., Sarasota, FL 34231.

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.

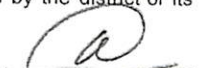
The sub recipient is knowledgeable of and operating in accord with applicable laws and regulations of both the Federal and State governments. Appropriate audits (meeting the requirements of the single audit act) will be undertaken by the sub recipient at their cost and copies provided for the district 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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THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
FINANCIAL SERVICES
1960 LANDINGS BOULEVARD, 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.

Independent Contractor Name (Print) 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 H. 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 Applied behavior analysis services, such as:

functional behavior assessments, behavior intervention plans, total progress system, positive behavior support programs, and in-service training for teachers.

To be performed during the following time period January 2018 - June 2018


Payment shall be made (with submission of an approved invoice to the District) as follows Payment as billed on monthly bases.

Contract value: \$8,000.00

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.***

 Independent Contractor Signature of Acceptance 1-24-18 Date

Tomas Dinverno, Principal Cost Center Head Name (Print)  Cost Center Head Signature of Acceptance 1/25/18 Date

4421.5101.0310.0201.6018 Cost Strip(s) and Amount(s)

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 – Independent Contractor Electronic Copy Attached to Contract in Financial System

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