

**AGREEMENT TO PROVIDE  
APPLIED BEHAVIOR ANALYSIS SERVICES**

**THE SCHOOL BOARD OF SARASOTA COUNTY  
AND  
POSITIVE BEHAVIOR INTERVENTIONS, INC.**

This Contract is entered into June 3, 2014, effective July 1, 2014, by and between, POSITIVE BEHAVIOR INTERVENTIONS, INC., hereinafter referred to as "the VENDOR", and THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, hereinafter referred to as "the BOARD".

WITNESSETH:

WHEREAS, the VENDOR employs personnel who are duly qualified to provide Applied Behavior Analysis services in the State of Florida; and

WHEREAS, the BOARD is in need of Applied Behavior Analysis services for eligible ESE students; and

WHEREAS, the VENDOR and BOARD desire to enter into a service agreement whereby the VENDOR shall furnish the following described Applied Behavior Analysis services upon the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is understood and agreed as follows:

1. The VENDOR shall provide Services to eligible ESE students in the Sarasota County School District. The Administrator of the VENDOR and the Executive Director of Pupil Support Services, or her designee, for the BOARD shall determine the schedule of days, hours, and location(s) for Services performed under this Agreement.
2. The VENDOR shall provide Board Certified Behavior Analysts, Board Certified Assistant Behavior Analysts, and non-certified Behavior Assistants to perform the Services set forth in Schedule "A" attached hereto and made a part hereof.
3. The BOARD shall perform the administrative functions set forth in Schedule "B" attached hereto. The BOARD shall provide equipment and Services as agreed upon by the VENDOR and the BOARD and listed in Schedule "B" attached hereto.
4. The VENDOR shall ensure that each employee provided by the VENDOR is certified by the State of Florida in the performance of the Services provided herein during the term of this Agreement.
5. Employees of the VENDOR shall not provide private services to any ESE student of the BOARD receiving Services under the terms of this Agreement unless such therapy services have been mutually agreed to by the BOARD and the VENDOR.
6. The VENDOR will ensure that each of its employees assigned hereunder will be fingerprinted and have their background checked as provided in Sections 1012.32 and 1012.465 Florida Statutes. The VENDOR will work with staff of the BOARD to arrange mutually convenient times for staff of the BOARD to conduct the fingerprinting. The

VENDOR shall bear the costs of the fingerprinting and background checks. A satisfactory background check, consistent with the requirements of Florida Statutes, is a prerequisite for any employee of the VENDOR to be on school property or have access to students.

7. The BOARD, through the Executive Director of Pupil Support Services, or her designee, shall interview and approve employees of the VENDOR prior to their placement at a school district site. Should the BOARD request that an employee of the VENDOR be replaced, the VENDOR shall make every effort to provide a suitable replacement within thirty (30) days of the request.
8. The term of this Agreement shall commence as of July 1, 2014 and expire on June 30, 2015, unless sooner terminated as hereinafter provided.
9. Services provided by the VENDOR and authorized by the BOARD shall be compensated at the following hourly rates:

Board Certified Behavior Analysts – Not to exceed \$100 per hour

Board Certified Assistant Behavior Analysts - Not to exceed \$75 per hour

Non-certified Behavior Assistants – Not to exceed \$50 per hour

The standard contracted day will consist of seven (7) hours not including a thirty (30) minute duty free lunch. Services provided under this Agreement shall not exceed \$360,000.00 in total compensation. Each Analyst or Assistant assigned hereunder shall maintain a student schedule including the hours of service for each ESE student served. A monthly statement of services rendered by the VENDOR shall be submitted to the BOARD by the fifteenth (15<sup>th</sup>) of each month. Upon verification of the services, the BOARD will make payments to the VENDOR within fifteen (15) business days from the date of receipt of the VENDOR's statement. Statements should be mailed to:

The School Board of Sarasota County, Florida  
Attn: Bookkeeper, Pupil Support Services Department  
1960 Landings Boulevard  
Sarasota, FL 34231

10. During the term of this Agreement, the VENDOR shall maintain public liability and malpractice insurance in at least the following amounts: TWO HUNDRED THOUSAND DOLLARS (\$200,000) per person; FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per occurrence; ONE MILLION DOLLARS (\$1,000,000) umbrella coverage with the BOARD listed as a co-insured, and ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) workers' compensation insurance per accident. As evidence of such insurance coverage, the VENDOR shall furnish the BOARD with a Certificate of Insurance prior to commencing Services under this Agreement.
11. This Agreement shall be construed for all purposes under the laws of the State of Florida and may not be changed, modified, altered, or amended except by a written instrument signed by both parties to this Agreement. If any provision of this Agreement is declared void, such provision shall be deemed severed so that all of the remaining terms and conditions of this Agreement shall otherwise remain in full force and effect. Any dispute in connection with this Agreement may be submitted to arbitration if mutually agreed by both parties. Sole and exclusive jurisdiction for any action brought in connection with

this Agreement shall be in the County or Circuit Court for the Twelfth Judicial Circuit in and for Sarasota County, Florida.

12. The VENDOR shall hold harmless, indemnify, and defend the BOARD, its agents, servants, or employees in their official and individual capacity from any demand, claim, suit, loss, cause, expenses, or damages, which may be asserted, claimed, or recovered against or from the BOARD, its agents, or employees, in their official or individual capacity by reason of any damage to property or injury or death of any persons which arises out of, is incident to, or in any manner connected with this Agreement. Nothing in this Agreement shall be deemed to constitute a waiver of sovereign immunity on the part of the School Board or to affect, limit, or reduce the protection from suit afforded to the School Board under Florida law. This provision shall survive termination of this Agreement and shall be binding on the parties, successors, representatives, and assigns and cannot be waived or varied.
13. The failure of either party to object to or take affirmative action with respect to any conduct of the other party, which is in violation of the terms hereof shall not be construed as a waiver thereof, or any future breach or subsequent misconduct.
14. The VENDOR will provide employees and services consistent with the highest degree of care, and its employees shall comply with all medical and ethical requirements imposed by the Florida Department of Education, any other applicable regulatory agency, and shall comply with requirements of the Florida Department of Education and the BOARD pertaining to ESE students.
15. The VENDOR shall provide the BOARD with copies of the professional certificates of all Board Certified Behavior Analysts and Board Certified Assistant Behavior Analysts who provide Services under this Agreement. With respect to Non-certified Behavior Assistants assigned hereunder, VENDOR will provide the BOARD with adequate documentation that each such individual has the background and experience consistent with the provision of Applied Behavior Analysis Services. Additionally, VENDOR assures that it will provide all Non-certified Behavior Assistants assigned hereunder with appropriate supervision consistent with the guidelines established by the Behavior Analysis Certification Board.
16. The VENDOR will provide all necessary documentation required by the BOARD relating to Medicaid reimbursement for Services provided by the VENDOR under the terms of this Agreement.
17. VENDOR shall comply with Florida's Public Records Law including:
  - a) keeping and maintaining public records that ordinarily and necessarily would be required by the BOARD in order to perform the service;
  - b) providing the public with access to public records on the same terms and conditions that the BOARD would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
  - c) 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

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

18. Neither the VENDOR nor the BOARD shall assign or transfer any interest in this Agreement without the written consent of the other party.
19. The Administrator or Chief Executive Officer of the VENDOR and the Superintendent of Schools, or their respective designees shall attempt to resolve any questions or disagreements arising out of the administration or performance of this Agreement before any litigation is instituted.
20. The relationship between the BOARD and the VENDOR, its employees and agents, shall be that of an independent contractor, and not that of employer/employee.
21. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party.
22. Any notice given or requested to be given pursuant to this Agreement shall be hand delivered or mailed, first class postage pre-paid to the BOARD at 1960 Landings Boulevard, Sarasota, FL 34231, to the attention of the Executive Director of Pupil Support Services, and to the VENDOR at Positive Behavior Interventions, Inc., 12327 Winding Woods Way, Bradenton, FL 34202, or at such other address as either party may direct in writing.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this day and year written above.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

BY: \_\_\_\_\_  
Jane Goodwin, Chair

Approved for Legal Content  
April 29, 2014, by Matthews, Eastmoore,  
Hardy, Crauwels & Garcia, Attorneys for  
The School Board of Sarasota County, Florida  
Signed: \_\_\_\_\_ ASH

POSITIVE BEHAVIOR INTERVENTIONS, INC.

BY: \_\_\_\_\_

## **SCHEDULE "A"**

SERVICES PROVIDED BY BOARD CERTIFIED BEHAVIOR ANALYSTS, BOARD CERTIFIED ASSISTANT BEHAVIOR ANALYSTS, AND, WHEN APPROPRIATE AND ONLY UNDER APPROPRIATE SUPERVISION, NON-CERTIFIED BEHAVIOR ASSISTANTS, IN ACCORDANCE WITH FLORIDA STATE CERTIFICATION REQUIREMENTS:

1. Consultative Service as related to Social/Emotional Behaviors
2. Functional Behavior Assessments and Behavior Intervention Plans
3. Participation in IEP's and eligibility staffings as necessary
4. Meetings and consultation with parents related to student progress
5. Professional development activities as agreed upon by the Vendor and the Client

NON-REIMBURSABLE ACTIVITIES:

1. Sick days
2. Holidays
3. Vacation days
4. Lunch Time (30 minutes)

## **SCHEDULE "B"**

The BOARD will provide the Board Certified Behavior Analysts, Board Certified Assistant Behavior Analysts, and Non-certified Behavior Assistants with the following:

1. ENVIRONMENT:
  - a) Adequate classroom space to conduct behavior assistance
  - b) Utilities (lights, water, A/C)
  - c) Housekeeping
  
2. ADMINISTRATION:
  - a) Coordination of overall program
  - b) Communication with school district staff as appropriate

(APPENDIX A)



**THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA  
PUPIL SUPPORT SERVICES**

**1960 Landings Boulevard      Sarasota, Florida 34231**

**Phone (941) 927-9000      FAX (941) 927-4052**

**Contract Compliance Checklist**

Contracting School Or Agency    **POSITIVE BEHAVIOR INTERVENTIONS, INC.**

The following documentation must be attached to the Contract Compliance Checklist and returned with the fiscal contract authorizing reimbursement. No reimbursement can be made under this Contract until all items specified on the Contract Compliance Checklist are received by the Department of Pupil Support Services at the address above.

- 1. \_\_\_\_\_ Certification that each staff member working with students has been fingerprinted pursuant to the Contract.
- 2. \_\_\_\_\_ A copy of the school or agency certificate of insurance in the amounts specified in the Contract, naming the School Board of Sarasota County as co-insured.
- 3. N/A\_\_\_\_\_ A copy of the Staff Appointment Verification Form confirming the appointment of each teacher as certified, or non-certificated, with appropriate documentation for each.
- 4. N/A\_\_\_\_\_ A copy of the current Individual Educational Plan (IEP) for each student served under this Contract.
- 5. N/A\_\_\_\_\_ A copy of the daily or weekly class schedule documenting a minimum of 1500 minutes of instructional time weekly (1200 minutes minimum for Pre-K students).
- 6. \_\_\_\_\_ **A copy of the DOE Information Data Base Requirements form on each employee involved with students.**

Submitted by:

\_\_\_\_\_  
Signature of Agency Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

For School Board Use

Contract Compliance Checklist Complete    \_\_\_\_\_ Yes      No\_\_\_\_\_

If no, date and method of notification to school or agency regarding needed information.

\_\_\_\_\_

\_\_\_\_\_  
Signature of Executive Director of Pupil Support Services or Designee

\_\_\_\_\_  
Date

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA  
**PUPIL SUPPORT SERVICES**  
1960 Landings Boulevard Sarasota, Florida  
34231 Phone (941) 927-9000 Fax (941) 927-4052

**DOE INFORMATION**

**DATA BASE REQUIREMENTS**

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

Sex: \_\_\_\_\_ Telephone number \_\_\_\_\_ Certificate Number: \_\_\_\_\_

Degree: (circle one)

Child Development Associate (CDA) or CDA equivalent

Associate's

Bachelor's

Master's Name AND State of School Degree was earned at: \_\_\_\_\_

Specialist

Doctorate State: \_\_\_\_\_

Not applicable

Social Security Number: \_\_\_\_\_ Employee Date of Hire: \_\_\_\_\_

Job Title: \_\_\_\_\_ Employee D.O.B: \_\_\_\_\_

Name of Cost Center working for \_\_\_\_\_

Race of Employee (two part question):

1) Are they Hispanic or Latino Y N

2) (circle as many as apply) American Indian or Alaska Native, Asian, Black or African American, Native Hawaiian or Other Pacific Islander, or White.

Type of Employee: ( Please Circle One)

Full Time Employee Part Time Employee

Exempt From Public Records Law: YES NO

Employee's Address: \_\_\_\_\_ APT# \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-mail address \_\_\_\_\_

Is the Employee Paid: Hourly Daily Salary (circle one)

Rate of Pay: \$ \_\_\_\_\_

Frequency of Pay: (please circle one) weekly biweekly monthly

Number of Days the Employee works in a year: \_\_\_\_\_

How many months a year does the Employee work? \_\_\_\_\_

Evaluation: (circle one) Needs improvement Not determined to be in need of improvement

Not a classroom teacher

**Identify each type of professional experience for instructional and instructional administrative employee (excluding substitute teachers). Put years of experience in space before each category.**

\_\_\_\_ Service to the district in current job code assignment

\_\_\_\_ Teaching in current district

\_\_\_\_ Administration in education

\_\_\_\_ Military Service

\_\_\_\_ Teaching in Florida public schools

\_\_\_\_ Teaching in Florida nonpublic schools

\_\_\_\_ Teaching in out-of-state public schools

\_\_\_\_ Teaching in out-of-state non-public schools

**Staff Fiscal Year Benefits**

Health/Hosp.  
\_\_\_\_\_

Life Insurance  
\_\_\_\_\_

Social Security  
\_\_\_\_\_

Retirement  
\_\_\_\_\_

Annuity Plan  
\_\_\_\_\_

Unemployment  
\_\_\_\_\_

Worker Comp  
\_\_\_\_\_

Cafeteria Plan  
\_\_\_\_\_

Other  
\_\_\_\_\_

Medicare  
\_\_\_\_\_

Cafeteria Adm.  
\_\_\_\_\_

**Teacher Exit Interviews:**

Date Left \_\_\_\_\_

Exp (years of professional experience for the teaching job "00" indicates employee in first year of assignment):

\_\_\_\_\_

**Separation reason (circle)**

- |  |                              |
|--|------------------------------|
| 1) Promotion/Transfer to a non teaching position in the district   | 2) Probationary              |
| 3) Resignation; includes retirement  | 4) Reduction in force        |
| 5) Not re-appointed to position; contract expiration   | 6) Job abandonment and death |
| 7) Performance; unsatisfactory job performance; failure to obtain adequate certification or certification expiration |                              |

**Voluntary Reasons**

- |                                    |  |
|------------------------------------|--|
| A) Inadequate salary               | B) Lack of opportunity for advancement       |
| C) Dissatisfaction with supervisor | D) Dislike/unsuitability for assigned duties |

**Future Plans**

- |  |                                       |
|--|---------------------------------------|
| A) at a nonpublic school within the district | B) within another district in Florida |
| C) outside the State of Florida              |                                       |