

**AGREEMENT TO PROVIDE
BEHAVIORAL SERVICES
BETWEEN
THE SCHOOL BOARD OF SARASOTA COUNTY
AND
FULL SPECTRUM BEHAVIOR ANALYSIS, LLC**

This AGREEMENT TO PROVIDE BEHAVIORAL SERVICES (“Agreement”) is entered into on ____ day of June 2024, effective July 1, 2024 (the “Effective Date”), between FULL SPECTRUM BEHAVIOR ANALYSIS, LLC, hereinafter referred to as “the COMPANY”, and THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, hereinafter referred to as “the BOARD.” Collectively, the COMPANY and the BOARD will be referred to as the “Parties,” and each a “Party.”

WITNESSETH:

WHEREAS, the COMPANY holds itself out as employing personnel qualified to provide behavioral services to clients with developmental disabilities and impairments under Florida’s Medicaid and Medicaid Waiver programs, as well as private insurance and private pay in the State of Florida; and

WHEREAS, the BOARD is in need of such services for eligible students; and

WHEREAS, the COMPANY and BOARD desire to enter into an agreement whereby the COMPANY shall furnish certain 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 COMPANY shall provide Services to eligible students, including ones requiring exceptional student education (“ESE) in the Sarasota County School District. The COMPANY and the Executive Director of Exceptional Student Education, or her designee, for the BOARD shall determine the schedule of days, hours, and location(s) for Services to be performed under this Agreement.
2. The COMPANY shall provide Applied Behavior Analysis Services set forth in Schedule “A” attached hereto and made a part hereof at the rates and upon such terms and not to exceed sum as set forth in such Schedule “A.” In providing the designated services, the COMPANY will provide Staff and services consistent with the highest degree of care and 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 and general education students.
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 COMPANY and the BOARD and listed in Schedule “B” attached hereto.
4. The term of this Agreement shall commence as of the Effective Date and expire on June 30, 2025, unless sooner terminated as hereinafter provided.
5. The COMPANY shall ensure that each of its employees, agents and contractors (collectively “Employees”) providing services under this Agreement is properly licensed

and/or certified by the State of Florida and board certified in the performance of all services provided herein during the term of this Agreement.

6. Employees of the COMPANY shall not provide private services to any students of the BOARD receiving Services under the terms of this Agreement unless such therapy services have been mutually agreed to, in writing, by the BOARD and the COMPANY.
7. COMPANY and its Employees providing services under this Agreement are contractors as defined in Section 1012.467(1)(a), Fla. Stat., and 1012.468(1), Fla. Stat. Accordingly, COMPANY'S Staff who provide services under this Agreement must successfully pass a Level 2 background check and RAPTOR screening in compliance with Florida law and BOARD Policies and Procedures prior to beginning any such instruction. Therefore, COMPANY shall:
 - a. Furnish to the Sarasota County Schools Police Department Safety and Fingerprint Office: (i) a list of all employees, agents, and contractors providing services under this Agreement, each of whom will need fingerprint and background checks performed under the BOARD'S Policies and Procedures and Florida law to obtain a badge from the BOARD; (ii) a statement of attestation prepared and signed by COMPANY'S Program Director in a form acceptable to the BOARD that Level 2 background checks have been performed in accordance with this Agreement, which shall be updated as needed if personnel providing services change; and (iii) notifications of arrests COMPANY receives with respect to Employees who have had a badge issued to him or her.
 - b. Assure that its Employees who will be present on school grounds will be fingerprinted and have their backgrounds timely checked pursuant to this Agreement.
 - c. Bear the cost of the fingerprinting and background checks.
 - d. Acknowledge and agree that the BOARD has the right to refuse entry onto its school grounds to any individual whose background check does not meet the requirements established by the BOARD and Florida law.
 - e. Ensure that COMPANY'S Employees will sign in and out, in the main office of the school, upon entering and exiting the school grounds.
8. Obligations Pursuant to Florida Statute 448.095. Pursuant to Florida Statute 448.095, COMPANY shall use the U.S. Department of Homeland Security's E-Verify system, <https://www.e-verify.gov/> to verify the employment eligibility of all Employees hired during the term of this Agreement. COMPANY shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Subcontractors shall provide COMPANY with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Florida Statute 448.095. COMPANY shall provide a copy of such affidavit to the BOARD upon receipt and shall maintain a copy for the duration of the Agreement. COMPANY shall provide evidence of compliance with Florida Statute 448.095 within fifteen (15) days of execution of this Agreement and going forward as necessary. Evidence may consist of, but is not limited to, providing notice of COMPANY'S E-Verify number. Failure to comply with this provision is a material breach of the Agreement, and the BOARD may choose to terminate the Agreement at its sole discretion. COMPANY may be liable for all costs associated with the BOARD'S securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if applicable and necessary).
9. FERPA Compliance: BOARD is subject to and obligated to comply with the Family Education Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, and other federal and state regulations, whereby it is required to protect personally identifiable student information ("PISI") and other

confidential information (collectively "Student Data") from unauthorized disclosure. There may be PISI in the Student Data that COMPANY may have access to. COMPANY shall fully comply with the requirements of FERPA, Sections 1002.22 and 1002.221, Florida Statutes, and the federal regulations codified at 34 CFR Part 99, and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records and the use, maintenance, access and disclosure of PISI. COMPANY Employees and subcontractors shall be informed of such compliance obligations and that the intentional disclosure of such information to any unauthorized person could result in criminal and civil penalties imposed by law. COMPANY acknowledges that such willful or unauthorized disclosure violates the provisions of this Agreement and could constitute just cause for termination of this Agreement.

10. Insurance. During the term of this Agreement, the COMPANY 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, if workers' compensation insurance is required by Florida law, ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) workers' compensation insurance per accident. As evidence of such insurance coverage, the COMPANY shall furnish the BOARD with a Certificate of Insurance prior to commencing Services under this Agreement.
11. Indemnification. The COMPANY 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 COMPANY's performance under 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.
12. This Agreement shall be construed for all purposes under the laws of the State of Florida and may not be modified, altered, or amended except by a written agreement executed by both Parties in the same manner as this Agreement. The Parties acknowledge and agree that the recitals are true and correct and are hereby incorporated into 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 to the greatest extent permitted under Florida law. 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.
13. The Administrator or Chief Executive Officer of the COMPANY 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.
14. In the event a dispute arises between the Parties under or related to this Agreement, the prevailing party shall be entitled to recover all of its costs, attorney fees, paralegal fees, and legal and litigation expenses, from the non-prevailing party, including any and all pre-suit, investigative, and appellate attorney and paralegal fees and costs, and fees and costs expended in applying for and determining the reasonable amount of attorney fees and costs to be awarded to the prevailing party.
15. The COMPANY shall provide the BOARD with copies of the professional certificates of all

employees assigned under this Agreement.

16. The COMPANY will provide all necessary documentation required by the BOARD relating to Medicaid reimbursement for Services provided by the COMPANY under the terms of this Agreement.
17. COMPANY will maintain records in compliance with all necessary HIPAA requirements and will provide security for appropriate record keeping and storage of client files. COMPANY 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 COMPANY 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.

IF COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 941-927-4009, OR AT publicrecordrequest@sarasotacountyschools.net, OR AT THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, 1960 LANDINGS BLVD., SARASOTA, FL 34231.

18. Neither the COMPANY nor the BOARD shall assign or transfer any interest in this Agreement without the written consent of the other party.
20. The relationship between the BOARD and the COMPANY, 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. The BOARD may terminate this Agreement immediately upon COMPANY's breach of any materials terms hereof.
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 Exceptional Student Education, and to the COMPANY at 8001 Beaty Grove Dr. Tampa, Florida 33626, to the attention of Carroll E. Streetman, General Manager or at such other address as either party may direct in writing.

The parties hereto execute this Agreement through their authorized representatives fully intending to be bound by the terms hereof.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

BY: _____
Karen Rose, Chair

DATE: _____

Approved as to Form and Legal Content
by Shumaker, Loop & Kendrick, LLP
Attorneys for The School Board
of Sarasota County, Florida
Signed: MRM
Date: May 22, 2024

FULL SPECTRUM BEHAVIOR ANALYSIS, LLC

BY: _____
Carroll E. Streetman, Jr.

ITS: _____

DATE: _____

SCHEDULE "A"

SERVICES PROVIDED BY Behavior Analyst Certification Board certified staff IN ACCORDANCE WITH FLORIDA STATE REQUIREMENTS.

1. FSBA Behavior Analyst will perform a review of the existing behavior intervention plan (BIP) to guide the implementation of the BIP and in accordance with current FSBA policies and procedures.
2. FSBA Behavior Analyst will train FSBA RBT in the BIP.
3. FSBA RBT will directly implement the BIP in the classroom setting.
4. FSBA Behavior Analyst will supervise FSBA RBT in BIP implementation (must account for a minimum of 5% of service hours delivered per month)
5. The FSBA Registered Behavior Technician (RBT) will be part of the student’s Multi-Tiered System of Support (MTSS) team.
6. Data will be collected daily and incorporated into appropriate documentation to determine if the clarity of the BIP needs to be adjusted and/or modified.
7. FSBA Behavior Analyst will recommend modifications to treatment plan for review and agreed on by the MTSS team, as necessary.
8. Modifications to the BIP will be communicated with all MTSS team members as the FSBA Behavior Analyst and Registered Behavior Technician (RBT) continue work to implement the plan.

RATES TO BE CHARGED BY COMPANY. Services provided by the COMPANY and authorized by the BOARD shall be compensated at the following hourly rates which are derived at a discounted basis due to the scope of services included in this agreement. COMPANY provides an extensive list of services in addition to those listed above which may be requested at FSBA’s then current rates.

| Service | Hourly Rate |
|---|---------------|
| BIP Review | \$84 per hour |
| Training and Supervision of RBT (minimum 5% of monthly service hours) | \$84 per hour |
| Behavior Treatment Implementation | \$76 per hour |

Services provided under this Agreement shall not exceed the sum of \$1.1 million in total compensation.

Each Analyst shall maintain a student schedule including the hours of service for each ESE and general education student served.

PAYMENT TERMS. A monthly statement of services rendered by the COMPANY shall be submitted to the BOARD by the fifteenth (15th) of each month. Upon verification of the services by the site administrator, the BOARD will make payments to the COMPANY within fifteen (15) business days from the date of receipt of the COMPANY’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

SCHEDULE “B”

The BOARD will provide the Board-Certified Behavior Analyst (BCBA) 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