

**AGREEMENT TO PROVIDE  
APPLIED BEHAVIOR ANALYSIS SERVICES  
BETWEEN  
THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA  
AND  
POSITIVE BEHAVIOR THERAPY, INC.**

This Contract is entered into on June \_\_\_\_\_, 2024, between POSITIVE BEHAVIOR THERAPY, INC., a Florida corporation, hereinafter referred to as the “CONTRACTOR”, and THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, hereinafter referred to as the “BOARD”. The CONTRACTOR and the BOARD shall be collectively referred to as the “Parties,” each being a “Party.”

WITNESSETH:

WHEREAS, the CONTRACTOR employs personnel who are 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 and general education students; and

WHEREAS, the CONTRACTOR and BOARD desire to enter into a service agreement whereby the CONTRACTOR 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 CONTRACTOR shall provide Services to eligible ESE and general education students in the Sarasota County School District. The CONTRACTOR and the Executive Director of Exceptional Student Education 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 CONTRACTOR shall provide Board Certified Behavior Analyst 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 CONTRACTOR and the BOARD and listed in Schedule “B” attached hereto.
4. The CONTRACTOR shall ensure that each employee provided by it 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 CONTRACTOR shall not provide private services to any ESE and general education students 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 CONTRACTOR.
6. Pursuant to Section 448.095, Florida Statutes, CONTRACTOR 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. It 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 CONTRACTOR with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Section 448.095, Florida Statutes. CONTRACTOR shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement. CONTRACTOR shall provide evidence of compliance with Section 448.095, Florida Statutes within fifteen (15) days of the School Board's request. Evidence may consist of, but is not limited to, providing notice of CONTRACTOR's E-Verify number. Failure to comply with this provision is a material breach of the Agreement, and the School Board may choose to terminate the Agreement at its sole discretion.

7. CONTRACTOR will ensure background screening is performed in compliance with Sections 1012.32, 1012.465 and 1012.467, Fla. Stat. CONTRACTOR agrees to:
  - a. At its expense, conduct a Level 2 Criminal Background Check on all persons, whether an agent, employee, volunteer or otherwise (collectively referred to as "Employees") providing services under this Agreement. Employees must meet the screening standards set forth in Sections 435.03 and 435.04, Florida Statutes. The screening assessment includes orientation, in-depth interview, reference checks, police background checks and fingerprinting. CONTRACTOR will promptly furnish to the School Board's Safety & Security Department, Fingerprint Office, a full list of Employees needing a badge and fingerprint and background checks. CONTRACTOR shall, upon the expiration or termination of this Agreement, facilitate the collection of all badges issued to its Employees.
  - b. Furnish to Sarasota County Schools Police Department Fingerprint office before any of its Employees will be permitted on school grounds while students are present the following: (i) A statement of attestation prepared and signed by the CONTRACTOR's CEO/President or Program Director in a form acceptable to the School Board that the CONTRACTOR has conducted Level 2 background checks for all Employees providing onsite services as required by Section 435.04, Florida Statutes, to be updated for each Employee for each subsequent year of the Agreement; and (ii) CONTRACTOR will immediately furnish to Sarasota County Schools Police Department any notifications of arrests it receives with respect to Employees who had a badge issued.
  - c. 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 pursuant to Florida law. Like other visitors to school grounds, AGENCY Employees will also be subject to RAPTOR screening on school campuses. Additionally, any Employee must sign in and out of the school district's Volunteers Count! database each time they are on campus.
8. The term of this Agreement shall commence as of July 1, 2024, which shall be the effective date of this Agreement, and the term shall expire on June 30, 2025, unless sooner terminated as hereinafter provided.

9. Services provided by the CONTRACTOR and authorized by the BOARD shall be compensated at the following hourly rates:

Board Certified Behavior Analyst – Not to exceed \$75.00 per hour

Services provided under this Agreement shall not exceed \$100,000.00 in total compensation. Each mental health provider shall maintain a student schedule, including the hours of service, attendance log and student record indicating type of service rendered. A monthly statement of services rendered by CONTRACTOR shall be submitted with the invoice to the BOARD by the fifteenth (15<sup>th</sup>) day of each month. Upon verification of the services by the site administrator (see attachment C), the BOARD will make payments to the CONTRACTOR. Statements should be mailed to:

The School Board of Sarasota County, Florida  
Attn: Bookkeeper, Exceptional Student Education Services Department  
1960 Landings Boulevard  
Sarasota, FL 34231

10. During the term of this Agreement, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 corrective 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 CONTRACTOR will provide employees 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.
15. The CONTRACTOR shall provide the BOARD with copies of the professional certificates of all employees assigned under this Agreement.
16. The CONTRACTOR will provide all necessary documentation required by the BOARD relating to Medicaid reimbursement for Services provided by the CONTRACTOR under the terms of this Agreement.
17. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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, [publicrecordrequest@sarasotacountyschools.net](mailto:publicrecordrequest@sarasotacountyschools.net), THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, 1960 LANDINGS BLVD., SARASOTA, FL 34231.**

18. Neither the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR, 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 Exceptional Student Education Services, and to the CONTRACTOR at Positive Behavior Therapy, Inc., 15335 Searobbin Drive, Lakewood Ranch, 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: \_\_\_\_\_  
 Karen Rose, Chair

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

**POSITIVE BEHAVIOR THERAPY, INC.**

BY: \_\_\_\_\_  
 John N. Behling, BCBA

Its: \_\_\_\_\_

## **SCHEDULE "A"**

### **SERVICES PROVIDED BY BOARD CERTIFIED BEHAVIOR ANALYST 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 CONTRACTOR 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 Analyst 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



**THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**  
**EXCEPTIONAL STUDENT EDUCATION SERVICES**

**1960 Landings Boulevard      Sarasota, Florida 34231**

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

**Contract Compliance Checklist**

Contracting School Or Agency: **Positive Behavior Therapy, 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 Exceptional Student Education Services at the address above.

- 1. \_\_\_\_\_ Certification that each staff member working hereunder has been level II fingerprinted and background checked with satisfactory results as provided in Sections 1012.32 and 1012.465 Florida Statutes, 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 Exceptional Student Education Services or Designee	Date



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

**DOE INFORMATION DATA BASE REQUIREMENTS**

**POSITIVE BEHAVIOR THERAPY, INC.**

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

Specialist

Doctorate

Not applicable

**Name AND State of School Degree was earned at:** \_\_\_\_\_

**State:** \_\_\_\_\_

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