

OKALOOSA COUNTY SCHOOL DISTRICT
PURCHASING DEPARTMENT
INDEPENDENT CONTRACTOR SERVICE AGREEMENT

THIS AGREEMENT, effective this _____ day of _____, 20____, by and between _____, (address), (hereinafter referred to as "Provider"), and THE SCHOOL BOARD OF OKALOOSA COUNTY, FLORIDA, 120 Lowery Place S.E., Fort Walton Beach, Florida, as the governmental agency with jurisdiction over _____ SCHOOL, (hereinafter referred to as "Recipient").

1. Scope of Work. The purpose of this Agreement is to establish the terms and conditions under which the Provider shall deliver or perform the following services indicated for the Recipient: _____ The scope of work shall hereinafter be referred to as the "Project."
2. Term. The Initial Term of this Agreement shall begin on the _____ day of _____, 20____, and shall end on the _____ day of _____, 20____. This Agreement may be renewed and/or extended by mutual agreement of the parties at the end of the Initial Term and any extended term thereafter.
3. Relationship between the Parties. Provider is contracted by the Recipient only for the purposes and to the extent set forth in this Agreement, and its relation to the Recipient shall, during the period or periods of this Agreement and the delivery of services hereunder, be that of an independent contractor. Provider shall be free to dispose of such portion of its entire time, energy, and skill during regular business hours as it is not obligated to devote hereunder to the Recipient in such a manner as it sees fit and to such persons, firms, or corporations as it chooses. Neither the Provider or its agents, employees or affiliates shall be considered as having an employee status or as being entitled to participate in any plans, arrangements, or distributions by the Recipient pertaining to or in connection with any compensation, insurance plan or other benefits as provided to Recipient's regular employees.
4. Responsibilities of Provider.
 - a. Delivery of Services: The Provider shall deliver the services required under this Agreement on the _____ dates and at the times and places as specified herein:
 - b. Staff and Personnel: The Provider shall make available the following personnel and/or other resources to provide the services required under this Agreement: *Are you or the person/s named a citizen of the U.S.?*
 - c. Finances: The Provider shall be responsible for the following costs and expenses associated with providing the services under this Agreement: *Provider is responsible for paying his/her own withholding taxes, all other employment related taxes or costs and all travel and other expenses incurred by Provider in the delivery of services hereunder.*
 - d. Supervision, Monitoring, and Evaluation: The Provider shall be responsible for the supervision of all of its personnel and/or agents assigned to provide services under this Agreement. Additionally, the Provider shall be responsible for the constant monitoring of the quality of service delivered to insure the highest standards of service are being provided to the Recipient under this Agreement in order to achieve a maximum benefit to the Recipient, its employees, students, and the families of students that are to be the recipients of these services. The Provider shall work mutually with the Recipient to provide an evaluation of the delivery and impact of the services made available under

this Agreement and shall further provide to the Recipient any and all data or other materials maintained or collected by Provider in the course of performing this Agreement.

e. Confidentiality: The Provider shall only be entitled to receive records and information from the Recipient which can be lawfully made available to Provider, and in such event the Provider shall be held strictly accountable for the protection of such records and information consistent with both state and federal laws protecting the confidentiality of juvenile and student records and other information which may be available through the Recipient which is necessary for Provider to deliver the services required hereunder.

f. Background screening:

(i) In accordance with Florida Statute (S.) 1012.465, all contractors, vendors, individuals and other entities under contract with the School Board, and the employees and subcontractors of any such contracting party, who are permitted on school grounds when students are present; who have direct contact with students; or who have access to or control of school funds must meet Level 2 screening requirements as described in Section 1012.32, Florida Statutes unless otherwise exempted from such requirements by S. 1012.467 or S. 1012.468. A Level 2 screening includes conducting a background check and filing with the Okaloosa County School District a complete set of fingerprints of each individual, employee, or subcontractor taken by an authorized school district agent trained to take fingerprints. The Contractor shall bear the costs of all such background screening and fees to maintain the fingerprints provided with respect to Contractor and its employees.

(ii) Any personnel of the Contractor discovered, through fingerprint processing, to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, Florida Statutes (or any similar statute of another jurisdiction), shall not be permitted to come onto school grounds or school-sponsored activities when students are present, or to have access to School District funds.

(iii) It is the responsibility of the Contractor to assure compliance with this requirement. Contractor agrees that in the event the Contractor or any employee is later convicted of, or pleads nolo contendere to any disqualifying offense as outlined in Section 435.04, Florida Statutes the Contractor will notify School Board within 48 hours of such.

(iv) The parties agree that the Contractor's failure to perform any of the duties described in this section will constitute a material breach of this contract entitling the School Board to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Contractor agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Contractor's failure to comply with the requirements of this section or sections 1012.32 and 1012.465, 1012.467 and 1012.468 Florida Statutes.

(v) All contractors, vendors, individuals and other entities under contract with the School Board, and the employees and subcontractors of any such contracting party must possess a badge issued through the Okaloosa County School District Fingerprinting office for clearance onto school property. An orange badge signifies that a vendor has a Level II clearance with **full access** to school property and is valid for 5 years. A burgundy badge signifies that a vendor has **limited access** to school property and

is valid for 1 year. Contact the Okaloosa County School District Fingerprinting office at (850) 833-5812 for additional information on screening and clearance procedures.

- g. Official Representative: The Provider shall be responsible for providing an official representative and contact person to conduct all communications with the Recipient and to be responsible for the ongoing administration of this Agreement. *The Provider hereby designates _____ as the official representative for the purposes of administering this Agreement with the Recipient.*
- h. Florida Retirement System: If the Provider is a retiree in the Florida Retirement System (the "FRS") then Provider, shall be responsible for obtaining any necessary approval in writing from FRS before entering into the Agreement to insure that there will not be an impact in Providers retirement benefit payment. The School Board shall not be liable to the Provider, under any circumstance, for any loss or impact of Provider retirement benefits.
- i. Professional Responsibility: Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by Provider in its own independent and professional judgment. This Agreement and the delivery of services hereunder, shall be subject to the rules and regulations of Recipient and the laws and regulations of the State of Florida.
- j. Access to Records / Records Retention: The Provider agrees that the Recipient, the Federal grantor agency, the Comptroller General of the United States of America, and the Auditor General of the State of Florida or their duly authorized representatives shall have access to any books, documents, papers, and records of the Provider or subcontractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcriptions. All Providers and subcontractors must retain all records pertaining to this contract for three years after the Recipient makes final payments and all other pending matters are closed.

5. Responsibilities of the Recipient.

- a. Financing: The Recipient shall be responsible for the following costs and/or expenses associated with Provider's delivery of services under this Agreement: *The Provider will be paid \$ _____ per _____ for a total contract amount not to exceed \$ _____. All funds are being paid by School/Department. Funding is out of the following budget:*

- ☐ General Fund: *Fund Function Object Cost Center Project*
- ☐ Special Revenue: *Fund Function Object Cost Center Project*
- ☐ Internal Fund Purchase: *Account Name -*

- b. Confidentiality: The Recipient shall be responsible for insuring that all records and other information in its possession are properly handled under both state and federal confidentiality laws protecting the rights of juveniles and students.
- c. Monitoring and Evaluation: The Recipient and/or its designee under this Agreement shall participate with Provider to monitor the delivery of services under this Agreement and further to coordinate any service or program evaluation that may be necessary during or at the conclusion of the term of this Agreement.

- d. Program Support: The Recipient and/or designee under this Agreement shall make available to the Provider, its employees and/or agents in the course of their delivery of services under this Agreement the following facilities and/or resources to assist provider in the quality delivery of services:
- e. Official Representative: The Recipient shall be responsible for providing an official representative and contact person to conduct all communications with Provider and to be responsible for the ongoing administration of this Agreement. The Recipient hereby designates _____.
6. Modification. This Agreement may be modified from time to time but only upon written mutual consent of the parties hereto.
7. Disputes. In the event a dispute should arise between the parties as to the delivery of services under this Agreement, the Recipient hereby authorizes its Superintendent of Schools to work with the Provider to resolve any such disputes. In the event that the Superintendent of Schools and the Provider are unable to resolve the dispute, the matter shall be referred back to the Recipient for final resolution.
8. Termination. This Agreement may be terminated by either party with or without cause upon thirty (30) days written notice to the other. In the event that the Recipient should terminate this Agreement prior to its expiration, it shall be liable for payment of only the pro rata portion of any financial obligations that are due to Provider through the date of termination.

THIS AGREEMENT entered into and made effective as of the date first above written.

RECIPIENT:

THE SCHOOL BOARD OF
OKALOOSA COUNTY, FLORIDA

ATTEST:

By: _____
Mary Beth Jackson
Superintendent of Schools

By: _____
Catherine S. Thigpen
Chairman

Date Signed: _____

Date Signed: _____

By: _____
Vince Windham, CPPB
Program Director, Purchasing

Date Signed: _____

PROVIDER:

WITNESSES:

Signature: _____

By: _____

Printed Name: _____

Date Signed: _____

SA # _____

MIS 2124
Rev 11/14

Signature: _____

Printed Name: _____

APPROVED BY: PURCHASING ☐ FINANCE ☐ ATTORNEY ☐