

**FORMAL CONTRACT
FOR POSITIVE BEHAVIOR SUPPORT AND/OR RELATED SERVICES,
INCLUDING APPLIED BEHAVIOR ANALYSIS (ABA)**

CONTRACT ("Contract") is entered between Carroll County Public Schools (CCPS ISDs) (hereinafter referred to as "AGENCY") and Clinical Behavior Analysis or CBA (hereinafter referred to as "CONTRACTOR"), for the purpose of providing positive behavior supports and/or applied behavior analysis (ABA) services to participants within the district of CCPS ISD(s) and/or other designated facilities within CCPS ISD(s).

RECITALS

1. Whereas **Agency** desires to contract for the provision of applied behavior analysis (ABA) or positive behavior support (PBS) services to persons with intellectual developmental delays, autism and related developmental or intellectual disabilities in Carroll County, Kentucky; and whereas, **Contractor** desires to provide the same.
2. The parties mutually agree to accept the benefits derived from this contract, and in consideration thereof, agree to fulfill the promises and obligations set forth herein.

I. OBLIGATIONS OF THE CONTRACTOR

1. **Program**

Contractor agrees to provide ABA and/or PBS services at the CCPS ISD school, office or the residence and/or other designated community setting to individuals ("Student's"), receiving Special Education and/or related services and/or any other funded program from the Agency, who are referred to Contractor by Agency via referral process (i.e., see referral forms online at www.cbacares.com "screening requests").

2. **Applied Behavior Analysis (ABA) and/or Positive Behavior Support Services**

ABA and/or PBS services include functional assessment and behavior intervention services designed to increasing the overall well-being, quality of life and independence of the referred students.

ABA and/or PBS services may include (but is not limited to) conducting functional analysis of challenging behaviors, baseline and intervention data analysis and review, formal development of educational and/or learning programs (i.e., Behavior Intervention Programs and Functional Analyses), Support Learning Plans and training/consultation with staff, caretakers or relevant individuals who implement the formally designed behavior change programs.

Contractor agrees as follows:

- a. Providers of ABA, and/or PBS services must be certified by the Behavior

Analysts Certification Board (BACB) in the specific area for which services are delivered or be providing services in accordance with state law as specified in **KRS Chapter 319C** (<http://aba.ky.gov/Pages/default.aspx>).

- b. Provide written Assessment and/or Behavior Intervention Plans as requested by the Agency via the referral process, or consultation report(s).
- c. Provide Registered Behavior Technician(s) (RBT) who are registered by Behavior Analysts Certification Board (BACB) in the specific area for which services are delivered or be providing services in accordance with BACB (<https://bacb.com/rbt/>) or Supervisee via <http://aba.ky.gov/Pages/default.aspx>.

Pre-Implementation/Ongoing Training

Contractor will provide RAPID (handout attached to contract) training to educators in group setting. Training will be in 2 hr blocks of time and available over multiple sessions.

Record Retention

Contractor agrees to retain all financial, supporting documents, statistical records and any documents pertinent to this contract until one year after termination of this contract or until any audits in progress at the end of the one year period are complete, whichever is later.

Compliance

Contractor agrees to comply with the following:

All applicable local, state and federal laws, rules and regulations now in effect or that become effective during the term of this contract, including but not limited to, the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination of Employment Act, Immigration Reform and Control Act of 1986, and American with Disabilities Act of 1994.

Submit to Agency bi-weekly service delivery logs and invoices for the services provided.

Permits, Licenses, Certifications

Contractor agrees to maintain as current and in good standing, any permits, licenses, or certifications required by law to provide services pursuant to this Contract. Contractor will provide Agency a copy of his/her current license or certification to deliver applicable services in the State of Kentucky.

Meetings

Contractor agrees that appropriate representatives of Contractor will attend meetings,

staffing, and training programs relevant to this Contract to which Agency requests attendance by such persons. Contractor will be notified by Agency ten days prior to the date of the meeting, staffing, or training program at which attendance is requested. If an emergency meeting is required, the Agency will notify the Contractor as soon as possible, all meeting time will be compensated at regular agreed reimbursement rate.

Reporting Emergencies and Abuse/Neglect

Contractor agrees to comply with the following:

Contractor agrees to report any allegations of abuse and neglect in compliance with federal and state laws, rules and regulations and Agency policy and procedures as applicable.

Contractor agrees to report to Agency no later than the next working day any emergency and any other significant event or change that affects any students. Contractor shall follow all notifications of any emergency with written documentation within forty-eight (48) hours.

Discrimination Prohibited

Contractor agrees it will not exclude any person from participation in, or deny any benefits of, the services provided under this contract or subject any person to discrimination on the grounds of race, color, national origin, religion, gender, age, handicap or political affiliation.

Confidentiality

Contractor agrees to follow, undertake, or institute appropriate procedures for safeguarding student information if any, with particular reference to student identifying information. The term "student identifying information" shall include, but is not limited to, a student's medical record, graphs, or charts; statements made by the student, either orally or in writing, while receiving services; photographs, videotapes, etc., and any acknowledgement that a person is or has been a student of the facility, center, or other designated provider.

II. RESPONSIBILITIES OF AGENCY

Compensation

Payment shall be made to Contractor within 15 days of receipt of validated invoice. Contractor service hours provided to Agency will be requested from the Agency on a formal referral form outlining the number of requested hours and services.

Breakdown of Costs and Behavior Services for 2 Individual Students:

Pre-Implementation/Ongoing Training

- RAPID training will be conducted in 2 hour blocks @\$250 per training.

Functional Behavior Assessment (FBA) and Positive Behavior Support Plan (PBSP)

- Each Child will have a FBA and PBSP completed by a Board Certified Behavior Analyst. Time spent on Assessment and Plan will consist of, but not be limited to, face to face observations, direct and indirect assessments, writing time, and data analysis.
- Total cost will be 20 hours billed for FBA and 12 hours for PBSP @\$100/hr. (for both students in total).

Ongoing Supervision of Programming by BCBA

- The BCBA will monitor plan implementation, answer questions, data analysis, attend meetings, make changes to programming (as clinically indicated), etc.
- No more than 20 hours billed for 3 months to monitor both programs @\$100/hr.

Ongoing Implementation of PBSP by Registered Behavior Tech

- This service consist of but not limited to, plan implementation, data collection, training of teachers and staff, consultation of BCBA, etc.
- No more than 160 hours billed for 3 months for the RBT @\$50/hr.

Cost Breakdown for 2 students in the same classroom

- FBA and PBSP
 - o 32 hrs @\$100/hr
 - o \$3,200
- BCBA
 - o 20 hrs@\$100/hr
 - o \$2,000
- Registered Behavior Tech (RBT) or Supervisee via **KRS Chapter 319C** (<http://aba.ky.gov/Pages/default.aspx>).
 - o 160 hrs. @\$50/hr
 - o \$8,000

Total Cost for 2 Children for 3 months of Service: \$13,200

Information

The Agency agrees to provide Contractor all necessary information requested by the Contractor, including but not limited to the student's Individual Education Program (IEP), annual Program Planning Summary, current physician's orders, medical history and

assessments or evaluations, along with any other information needed by Contractor in rendering services for all of the students participating in the contracted services.

Meetings

The Agency agrees that appropriate representatives of the Agency will attend meetings, staffings), and training programs relevant to this Contract that Contractor requests attendance by such persons. Contractor will notify Agency at least ten days prior to the date of the meeting, staffing, or training program at which attendance is requested. If an emergency ARD or related meeting (i.e., IEP) is required, the Contractor will notify the Agency as soon as possible, all meeting time will be compensated at regular agreed reimbursement rates.

III. TERM AND TERMINATION

Term

This Agreement will commence on _____ and will automatically renew annually unless otherwise agreed between parties or unless terminated sooner as provided herein.

Termination for Cause

In addition to other provisions herein allowing termination, this Contract may be terminated immediately with or without notice by either party, if the other party commits a material breach of any term of this contract.

Termination without Cause

This Contract may be terminated by either party upon ten days written notice to the other party of its intent to terminate this Contract.

Negotiation Prior to Termination

If either party gives notice of its intent to terminate this contract, Contractor and Agency will attempt to resolve any issues related to the anticipated termination in good faith during the notice period. During this time, Contractor will continue to have the responsibility to provide services to students and Agency will continue to have the responsibility to pay for the service in the manner specified in this Contract.

Settlement

Except as expressly provided herein, upon termination of this Contract, Contractor and Agency will be discharged from any further obligation created under the terms of this Contract, except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination. Termination does not, however, constitute a waiver of any remedies for Breach of this Contract.

Re-Negotiation

In the event Contractor or Agency is required to comply with an addition to or a change in any law, rule, regulation, directive, standard, settlement, or resolution pursuant to this Contract, and the addition or change results in a material change in either party's rights or obligations under this Contract or places a significant financial burden on either party, upon giving ten days notice of a desire to re-negotiate this contract, will be entitled to do so. Both Parties to negotiate amendments to this Contract in good faith.

Unenforceability

In the event any provision of this Contract becomes unenforceable or void, such shall not invalidate any other provision of this Contract.

IV. INDEMNIFICATION

Each party will indemnify and hold the other harmless from all costs, liabilities and attorney fees expended in the defense of a claim brought against one or both parties in the event it is determined that only one of the parties was negligent or otherwise at fault under any claim brought by, or on behalf of, a student or other third party. Carroll County ISD shall protect, defend, indemnify and hold Company and its subsidiaries, affiliates, members, shareholders, managers, officers, directors, employees and agents (collectively, the "Indemnified Parties") harmless from any claims, demands, suits, damages, losses, expenses, liabilities or causes of action arising or resulting directly or indirectly from or in connection with: (a) Any breach of this Agreement and/or its intentional or reckless acts causing harm to third parties; (b) Any acts or omissions outside the scope of the Services; and (c) Any negligent acts or omissions in performing or failing to perform the Services. Carroll County's obligations hereunder shall include the Company's cost of defense (i.e., attorney's fees and costs), as well as the payment of any final judgment rendered against the Company. Company shall protect, defend, indemnify and hold Carroll County harmless from any claims, demands, suits, damages, losses, expenses, liabilities or causes of action arising or resulting directly or indirectly from or in connection with Company's breach of this Agreement. Company shall be entitled to payment from Carroll County ISD of Company's attorney's fees incurred in seeking and/or obtaining enforcement of any provision of this Agreement. Furthermore, Company shall have the right to control the defense of any claim for which it is entitled to indemnification hereunder.

V. MISCELLANEOUS

Amendment

This Contract may be amended or changed only by mutual written consent of an authorized representative of the parties of this contract.

Assignability

No assignment of this Contract or the rights and obligations thereunder will be valid without the written consent of the non-assigning party.

Entire Agreement

This Contract constitutes the entire agreement of the parties and supersedes any prior understandings or oral or written agreements between Agency and Contractor on the matters contained herein.

Notice

Except as expressly provided herein, any notice required or permitted to be given under this Contract must be in writing and delivered in person or by registered or certified mail, return-receipt requested, postage paid to the authorized representative at the address shown below.

EXECUTED _____ DAY OF _____, 2017

NAME: _____

NAME: Jason Simmons, MS, BCBA, LBA
Owner and Executive Director

TITLE: Responsible Fiduciary Party”
CCPS ISD

TITLE: Executive Director (CEO)
CBA
800 W. Woodlawn Avenue
Louisville, KY
40215

CCPS ISD

Signature in Agreement by Responsible Representative:

Name: _____

Signature of Responsible Individual: _____

DATE signed: _____

Clinical Behavior Analysis or CBA

Signature in Agreement by Responsible Representative:

Name: _____

Signature of Responsible Individual: _____

DATE signed: _____