



AGREEMENT FOR APPLIED BEHAVIOR ANALYSIS (ABA) SERVICES

Puzzle Pieces, Inc. and the Hopkins County Board of Education, hereby agree for Puzzle Pieces to provide ABA services to students in the Hopkins County Public Schools when privately contracted with the students' parents or guardians to do so, or when directly requested by Hopkins County Public Schools. Attached to and incorporated into this Agreement are: 1. Memorandum of Understanding Between Hopkins County Public Schools and Puzzle Pieces (pages 2-4); 2. Puzzle Pieces – Roles and Expectations (pages 5-6). This Agreement is entered into as of the ____ day of _____, 2023.

PUZZLE PIECES

HOPKINS COUNTY BOARD OF EDUCATION

Amanda Owen
Founder / Executive Director

**Memorandum of Understanding
Between Hopkins County Public Schools
and Puzzle Pieces**

This Memorandum of Understanding (“MOU”) made and entered into this _____ day of _____, _____, by and between the Hopkins County Public Schools (“HCPS”) and Puzzle Pieces. Whereas, the Puzzle Pieces is a service provider for children with special needs; Whereas, the Puzzle Pieces has been hired by the parents or guardians of a student or students enrolled in the HCPS to provide private ABA services for that student or students during the school day on the campus of a HCPS school; Whereas, the Puzzle Pieces desires to have access to HCPS schools in order to provide services to the student or students during regular school hours; Whereas, Puzzle Pieces access to the student or students in HCPS schools does not constitute an admission by HCPS that HCPS believes the student or students requires the ABA services provided by the Puzzle Pieces in order to receive a free appropriate public education; Whereas, HCPS retains complete control over HCPS property and events; Whereas, HCPS is willing to allow Puzzle Pieces to serve students pursuant to this MOU; Now, Therefore, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

I. Puzzle Pieces shall:

- a. Employ qualified professionals who, if required to, are appropriately registered with the State of Kentucky Applied Behavior Analysis Licensing Board and the Behavior Analyst Certification Board, and are practicing in accordance with the professional board’s standards and code of ethics;
- b. Provide services only in those areas of expertise in which Puzzle Pieces is qualified, i.e. applied behavior analysis;
- c. Meet the statutory requirements of the State of Kentucky for workers’ compensation coverage and employers’ liability insurance. Certificates of such insurance shall be furnished by Puzzle Pieces to HCPS and shall contain the provision that HCPS be given 30 days’ written notice of any intent to amend or terminate by either the Puzzle Pieces or the insuring company;
- d. At the request of HCPS, Puzzle Pieces or any service provider involved in the performance of the MOU shall submit to HCPS criminal background check, child abuse and neglect (CAN) background check, drug testing procedures; Any employee of Puzzle Pieces, subcontractor, consultant, sub-consultant, or vendor found to be registered on any of the lists identified herein shall not perform any work under this MOU and shall not enter property owned by HCPS on behalf of Puzzle Pieces;
- e. Direct all service providers to focus interactions to only those with students to whom the provider is rendering services at the request and/or approval of HCPS;
- f. Refrain from interfering in the delivery of classroom instruction;
- g. Comply with all HCPS policies and procedures and site-based regulations, including, but not limited to, notice and check-in procedures when entering onto HCPS property;
- h. Upon obtaining written permission from the client’s parent or guardian, service providers will share all relevant data as it pertains to the client’s treatment aspects within the school setting. Relevant data will be determined by the case supervisor in conjunction with collaboration with HCPS staff and the client’s parent or guardian.

- i. Will be held to the same mandatory reporting requirements that HCPS employees are held to (including, but not limited to reports of abuse, neglect, or exploitation).
- j. Will consult with the client's teacher to address any concerns regarding the student's education, services, or delivery of instruction in the classroom setting upon written request from HCPS.
- k. Not be an agent, employee or representative of HCPS or the Hopkins County Board of Education.

2. HCPS shall:

- a. Communicate the terms of this MOU to school administrators and school support personnel;
- b. With consent from student's or students' parent(s) or guardian(s), school personnel will share relevant student information with Puzzle Pieces to assist in the delivery and coordination of services;
- c. Compensate Puzzle Pieces at the following hourly rates for consultation, completion of a functional behavior assessment, and/or creation of a behavior intervention plan:
 - i. Board Certified Behavior Analyst – Not to exceed \$60.00 per hour. A monthly statement of services rendered by Puzzle Pieces shall be submitted to HCPS by the fifteenth (15th) of each month. Upon verification of the services by the site administrator, HCPS will make payments to Puzzle Pieces within fifteen (15) business days from the date of receipt of statement.
 - ii. HCPS shall not be responsible for any costs associated with services authorized and paid by student's health insurance.

3. Duration. This MOU shall be effective on the day and date first above written and shall continue indefinitely unless terminated as provided herein.

4. Termination. Either party may terminate this MOU at any time by providing written notice to the other party. Termination does not require cause, and termination results in immediate loss of access to the student or students at HCPS property or events.

5. Indemnification. To the extent permitted by law, in the event that any Services sold and delivered or sold and performed under the MOU shall be defective in any respect whatsoever, each party shall agree to indemnify and hold harmless the other, its officers, agents, employees and assigns from all loss or the payment of any sums of money by reason of any accident, injury or damage to persons or property that may happen or occur in connection with the services. In the event Puzzle Pieces, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of HCPS in the performance of the MOU, Puzzle Pieces agrees that it will indemnify and hold harmless HCPS, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of personal property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry.

6. Assumption of Risk. Puzzle Pieces assumes all risk of BCBA or RBT's personal property loss or damage and of personal injury or death of its employees, other than that caused solely by the gross negligence of HCPS, the Hopkins County Board of Education or its employees, which may be sustained by Puzzle Pieces or as a result or arising in connection with services provided herein.

7. Relationship of Parties. Puzzle Pieces is an independent contractor and not an employee of HCPS. The conduct and control of the work will lie solely with Puzzle Pieces. The MOU shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between Puzzle Pieces and HCPS. Employees of Puzzle Pieces shall remain subject to the exclusive control and supervision of Puzzle Pieces (HCPS retains control of its premises).

8. MOU Transfer. Puzzle Pieces shall not assign, subcontract or otherwise transfer any interest in the MOU without the prior written approval of HCPS.

9. Monitoring and Evaluation. Puzzle Pieces shall cooperate with HCPS, or with any other person or agency as directed by HCPS, in monitoring, inspecting, auditing or investigating activities related to the MOU. Puzzle Pieces shall permit HCPS to evaluate all activities conducted under the MOU. HCPS has the right at its sole discretion to have removed any employee, agent, contractor or subcontractor of Puzzle Pieces from HCPS property or events, and from performing services under the MOU without prior notice to Puzzle Pieces. If an employee, agent, contractor or subcontractor is removed from HCPS property or events or is removed from performing services under this MOU, Puzzle Pieces will receive notice in writing.

10. Non-Solicitation. Solicitation of business or attempts to engage clients on HCPS property or based upon services provided to HCPS students is strictly prohibited.

11. Disclosure of Information. Except to the extent permitted under applicable federal and state law, Puzzle Pieces, its agents or employees, shall not during, nor at any time after the termination of this MOU, without authorization of HCPS, disclose to or use for the benefit of any person, corporation or other entity or itself, any files or other confidential or personally identifiable information concerning students or their families, or HCPS employees.

12. Entire Agreement. This MOU contains the entire agreement between the parties hereto. No change, addition or amendment shall be made except by written agreement duly signed by the parties hereto.

13. MOU Situs. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the MOU, will be determined in Hopkins County, Kentucky. Kentucky law will govern the interpretation and construction of the MOU.

PUZZLE PIECES

HOPKINS COUNTY BOARD OF EDUCATION

Amanda Owen
Founder / Executive Director

Puzzle Pieces Roles & Expectations

Focus of ABA Therapy

The main areas of focus of ABA therapy will be to increase language and communication skills, improve attention, focus, social skills, memory, and on-task behavior in relation to non-preferred demands (academic aspects); and, increase socially-appropriate, adaptive displays of behavior, while decreasing dangerous and/or disruptive maladaptive behavior.

ABA in Hopkins County Public Schools Classrooms

The Team

- BCBA/BCaBA (Board Certified Behavior Analyst/Board Certified Assistant Behavior Analyst). This is the board-certified individual(s) that is the supervisor of the case and can provide consultation services and clinical advice to the educational team.
- RBT (Registered Behavior Technician): This individual implements the aspects of the treatment plan. They follow direction and guidance from the BCBA/BCaBA.
- Both RBT and BCBA/BCaBA will have an iPad or laptop, provided by Puzzle Pieces, in order to record and maintain data collection on goals, and record anecdotal notions of the session. This strictly includes any and all aspects of the students receiving services.
- Puzzle Pieces employees will be (a) contracted with a family of a child that has a diagnosis of Autism Spectrum Disorder (ASD), and work individually with the family and their private insurance provider in order to provide services and/or (b) contracted with HCPS to provide assessment and/or consultation services to be reimbursed directly by the district when this is requested by HCPS in writing.

Expectations of ABA in the Classrooms

What Puzzle Pieces RBT/assigned professional is able to do

- Strictly work only with the child(ren) they are assigned to. Puzzle Pieces personnel are unable to provide any input, suggestions, record information, etc. in relation to any other child than those on their caseload.
- Collect data regarding the student's behavioral goals and objectives and write daily progress notes reporting on the student's performance, response to interventions provided, and narrative of the session.
- If Puzzle Pieces has more than one client in the same school setting, the individual RBT assigned to each child only receives direction and guidance in relation to that single child. If an issue arises in the school with another client within the company, the RBT that is not assigned to that child will be unable to assist with any de-escalation, suggestions, input, etc. That RBT is not privileged to have access to any other client's information within the company, aside from the child(ren) they are assigned to.

- Puzzle Pieces employees have the strict intention to avoid prompt dependence in students. Instead, their purpose is to provide additional support for the child and the flow of the classroom. Puzzle Pieces employees will direct the child(ren) to follow instruction from the teacher.
- Puzzle Pieces BCBA's will provide ongoing supervision to RBTs implementing the treatment plans according to the BACB guidelines. BCBA's will also collect data on the procedural fidelity shown by teachers and RBTs in order to ascertain if additional training is needed.
- Puzzle Pieces employees are unable to be left alone on school campus with the child(ren), unless it is otherwise agreed upon through written agreement that 1:1 therapy may be conducted in a separate setting outside the classroom. Puzzle Pieces employees are unable to be left alone with any other child aside from the child(ren) they are assigned to through the company. Employees are unable to assist with any school duties, or be left in charge of a classroom.
- Puzzle Pieces employees are unable to communicate to anyone/dictate information about any other child within the assigned child(ren)'s classroom or school (peers). The only circumstances that allow this would be if the assigned child(ren) experienced an altercation with a peer. Even in those circumstances, the information provided or dictated would solely reference the assigned child(ren)'s behavior and reaction in relation to the peer. No personal information of any other individual aside from a Puzzle Pieces client is collected.
- If a Puzzle Pieces employee is unable to work and provide ABA services according to the agreed upon schedule, this will be communicated to HCPS administration/teachers. This does not interfere with the student's ability to access a free and appropriate public education through HCPS and should not lead to the student not being permitted to attend school that/those days.