

## Agreement for Services

This agreement made and entered into this day June 30, by and between Marion Co Schools, hereinafter referred to as the "SCHOOL DISTRICT" on behalf of Students, hereinafter referred to as "STUDENT(S)" and Verbal Behavior Consulting, Inc hereinafter referred to as "VBC, INC."

It is agreed between the parties as follows:

1. **Services.** The parties agree that VBC, Inc is providing the services regarding applied behavior analysis, behavioral procedures, observations, recommendations, and consultation as an independent contractor. In some cases it may become necessary to refer the School District on to other providers who have additional experience, education, and training regarding treatment measures for Student(s). VBC, Inc will provide School District with a list of said providers upon determination of need.
2. **Independent Contractor.** As an independent contractor VBC, Inc. shall not be held responsible for conduct or disobedience of educational or therapy staff, "tutors", "teachers," "instructors", "therapists," "assistants," or other team members.
3. **No guarantee of benefit.** School District acknowledges that VBC, Inc has made no guarantee of the results of consultation or therapy. While VBC, Inc believes that the Student(s) will benefit from therapy and consultation, VBC, Inc has made no guarantee that service provided will cure or substantially improve the condition for which the Student(s) is receiving services.
4. **Responsibility of safety.** School District acknowledges and agrees that a School District staff will be present at all scheduled sessions to take place in the school. Staff are solely responsible for the safety of the Student(s) in the school and during services.
5. **Property.** School District understands that all manuals, binders, videotapes and other written materials are the sole property of VBC, Inc and are intended only for use of the School District and are not to be duplicated or disseminated without prior written consent of VBC, Inc.
6. **Release of confidential information.** School District understand that VBC, Inc will disclose confidential information without the consent of School District only as mandated by law, or for valid purposes including:
  - a. to provide needed professional services to the individual
  - b. to obtain appropriate professional consultations
  - c. to protect the Student(s) or others from harm, or
  - d. to obtain payment for services, in which instance disclosure is limited to the minimum that is necessary to achieve the purpose.



7. **Use of data.** School District understands and agrees that VBC, Inc may use data arising from services during presentations and other workshops. School District understands that VBC, Inc will take reasonable steps to conceal the identity or other distinguishable characteristics of Student(s) and School District. VBC, Inc may display, re-use, alter or modify data or other works as a result of this agreement.
8. **Termination by School District.** School District may terminate services and withdraw from services at any time for any reason by submitting a letter of revocation with 30 days notice to VBC, Inc. School District is under no obligation to continue with the services being provided by VBC, Inc.
9. **Termination by VBC, Inc.** VBC, Inc may terminate services being provided to School District at any time for any reason by submitting a letter of revocation with 30 days notice to School District.

School District acknowledge and understand that VBC, Inc reserves the right to terminate services if it becomes reasonably clear that Student(s) no longer needs the service, is not benefiting from the service, or is being harmed by continued service. Prior to termination VBC, Inc may suggest alternative service providers to facilitate transfer.

10. **Fees.** In consideration for the services described herein provided by VERBAL BEHAVIOR CONSULTING under the limitations described herein, the School District(s) shall pay: \$1500.00 per day or \$250 per hour for trainings, in-services, or workshops (materials not included).

The School District(s) shall pay \$150.00 per hour for consultation with Board Certified Behavior Analysts (BCBAs) and/or Licensed Behavior Analysts and/or \$125.00 per hour for consultation with Board Certified Associate Behavior Analysts (BCABAs) and/or Licensed Assistant Behavior Analysts billed in 15-minute increments for time spent observing, collecting data, developing recommendations and programs, demonstrating procedures, video review, electronic supervision and observations, data analysis, or any other reasonable or required activities for treatment.

School District shall pay \$75 per hour for sessions with Program Supervisors and/or \$100 per hour for Masters level Program Supervisors billed in 15-minute increments including observations, demonstration, instruction feedback, data collection, analysis, interpretation, or display, or any other reasonable or required activities for treatment.

The School District(s) shall pay the established federal reimbursement rate per mile for for all employees and contractors.

Upon prior approval the School District(s) shall pay up to \$100.00 per day for incidental expenses or reimbursement for materials needed.

Incidental email and phone correspondence shall occur at no cost to the School District(s).

School District Contract

11. **Re-negotiation of fees.** VBC, Inc may request a re-negotiation of fees; however if School District and VBC, Inc are unable to agree upon a new fee, either party may terminate this agreement upon a 30 day notice to the other party.
12. **Cancellations.** The School District shall be responsible for the scheduled total for cancellations with less than 24 hours prior notice. School District will incur no cost for cancellations made by VBC, Inc.
13. **Submission of payment.** VBC, Inc will provide a break down of the time worked by the \_\_\_\_\_ of each month. The School District shall within approximately two (2) weeks from the receipt of said list make payment to VBC, Inc for the fees.
14. **Term:** This agreement shall be in effect from 6/30/2017 until 6/30/2018.
15. **Entire Agreement:** This agreement contains the entire Agreement of both parties hereto and any modification hereof may be made only in writing. This agreement supersedes any and all prior contracts, understandings, agreements, written or otherwise, between the parties relating to the subject matter herein.

IN WITNESS WHEREOF the parties hereto attest as follows:

\_\_\_\_\_  
Signature School District

  
\_\_\_\_\_  
Verbal Behavior Consulting, Inc.

Date: \_\_\_\_\_

Date: 6/30/2017