

## PROFESSIONAL SERVICE AGREEMENT

This is a binding agreement between the Board of Education of Marion County, Kentucky (the "District"), having its principal place of business at 755 E Main St. Lebanon, KY 40033 and Applied Behavioral Advancements, LLC, ("ABA") having its principal place of business as 204 East Oak St., Somerset, KY 42501. This agreement shall begin on 9/14/18 and end on 9/13/19. This agreement may be extended per written request from the District.

### WITNESSETH:

The District desires to have the following services performed by ABA within the school setting: Selection of interfering behavior or behavioral skill deficits, Identification of goals and objectives, Establishment of a method of measuring target behaviors, Evaluation of the current levels of performance, Design and implementation of the interventions that teach new skills and/or reduce interfering behaviors, Ongoing measurement of target behaviors to determine the effectiveness of the intervention, Means and methods for peer training and Billing procedures and breakdown for services proposed.

**NOW, THEREFORE**, it is mutually agreed as follows:

- I. ABA will address the following components at a minimum within the public school setting:
  1. Selection of interfering behaviors or behavioral skill deficits.
    - a. This will be accomplished through direct observation, interviews with teachers, paraprofessionals, parents, and others.
    - b. Formal assessment such as the ABLLS or VB-MAPP protocol, will be completed as deemed clinically necessary.
  2. Identification of goals and objectives:
    - a. Goals and objectives will be identified through the functional assessment process and/or formal protocol (ABLLS or VB-MAPP).
    - b. All goals and objectives will be reviewed with the school team to allow for collaboration and likelihood of success. **[Who is the school team?]**
    - c. All goals and objectives will be identified with a hierarchy of need based upon team input.
  3. Establishment of a method of measuring target behaviors.
    - a. ABA will review all current school based documentation for appropriateness of measuring target behaviors.
    - b. ABA will provide additional data collection forms if the current school documentation is considered insufficient to capture the parameters of target behaviors.
    - c. ABA will work with the teachers and paraprofessionals to determine the most effective method of data collection.
  4. Evaluation of the current levels of performance.
    - a. ABA will evaluate the current levels of performance through direct observation, assessment of academic documentation, and interviews with school personnel.

- b. Additional assessment protocols (ABBLs, VB-MAPP) will be completed as deemed clinically necessary.
  5. Design and implementation of the interventions that teach new skills and/or reduce interfering behaviors.
    - a. ABA will provide a written behavior support plan based upon a functional assessment.
    - b. ABA will train all staff on the interventions contained in the behavior support plan and ensure competency of intervention for all staff.
  6. Ongoing measurement of target behaviors to determine the effectiveness of the intervention.
    - a. ABA will determine the effectiveness of interventions based upon review of collected data, interviews with school personnel, and direct observation.
    - b. ABA will provide written progress reports to the school team documenting the effectiveness of the intervention.
    - c. All interventions will be amended or revised as clinically necessary with the input of the school team.
  7. Means and methods for peer training in the above.
    - a. ABA will provide ongoing peer training through the method of class wide instructional lessons and social groups.
    - b. ABA will provide individual instruction to students based upon school personnel referral and parental permission.
  8. Billing procedures and a breakdown of services provided.
    - a. ABA will invoice the District monthly for all services rendered with specific dates, time in, time out, and a progress note detailing each service date.
    - b. ABA will bill the District a rate of \$110/hour for Board Certified Behavior Analysts, and \$80/hour for Behavior Specialists.
    - c. ABA will perform the following services in agreement with the District:
      - i. Formal functional assessment with written report: not to exceed 10 hours
      - ii. Formal written behavior support plan including staff training: not to exceed 6 hours
      - iii. Ongoing monitoring of the behavior support plan: hours in agreement with the District.
      - iv. Direct instruction of skill acquisition with students: hours in agreement with the District.
- II. The District agrees to pay ABA only for services outlined above for the mutually agreed number of hours listed in Section I, paragraph 8. For consultation and training purposes only, documentation of agreement for hours may also include written letter and/or email communication ABA's Executive Director and the Director of Special Education Programs for the District or documented designee.
- III. In the performance of this Agreement, ABA shall perform as an independent contractor. ABA shall not be considered an agent, employee, or servant of the District for any purpose. It is understood that the District does not agree to use ABA exclusively and that ABA is free to contract for similar

services to be performed for others. The District is interested only in the results to be achieved and the conduct and control of the work will be solely with ABA. None of the benefits provided by the District to its employees, including, but not limited to, worker's compensation insurance and unemployment insurance, are available from the District to the contractors, employees, agents or servants of ABA. ABA will be solely and entirely responsible for his acts.

- IV. ABA shall indemnify, save and hold harmless the District and its agents for any and all liability or loss and against all claims or actions based upon or arising out of damage or injury to persons or property caused by or sustained in connection with the performance by ABA under this Agreement. Furthermore, ABA shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security, and income tax laws as applicable to the performance by ABA under this agreement.
- V. ABA agrees to maintain professional liability insurance of at least \$1 million. ABA will provide proof of liability insurance (minimum of \$1,000,000.00) and shall name the District as additional insured on ABA's professional liability insurance policies. All such policies shall require the insurer to provide the District with notice of impending cancellation, in the same manner as it is required to provide such notice to ABA. If ABA shall fail to pay any premium when due, the District, in its sole discretion, may pay the same and ABA shall reimburse the District for the full amount of such premium within five (5) business days after District's payment. If reimbursement is not made within such period, the District may deduct the full amount from the payments the District is required to make to ABA under paragraph I, section 8, of this Contract.
- VI. ABA will comply with all existing federal, state and local laws and regulations applicable thereto.
- VII. ABA will comply with the Kentucky Civil Rights Act of 1977 and with civil rights requirements set forth in 45 CPR Parts 80, 84 and 90.
- VIII. To enable ABA to provide services, it may be necessary that ABA have access to certain Confidential and Proprietary Information (a confidentiality agreement in accordance with the Health Information Portability and Accountability Act [HIPAA]), incorporated herein by reference. The District is willing to provide Confidential and Proprietary Information to ABA as may be required for ABA's performance under this Agreement, on the condition that all ABA contractors, employees, agents or servants agree to protect the confidentiality of such information. A material breach of confidentiality may be grounds for the District to terminate this Agreement immediately.
- IX. Except as otherwise provided in Paragraph VIII above, either party may terminate this Agreement on 30 days' written notice.
- X. This Agreement contains the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein. This Agreement may not be modified except by a writing signed by the District and ABA.
- XI. Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control. Performance times shall be considered extended for a period of time equivalent to the time lost because of such delay.

- XII. This Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their permitted successors in interest and permitted assigns. Contractor may not be assign, without the prior written consent of the District. Contractors rights, duties, or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer or assets, or otherwise, and any attempt to do so shall be deemed a material breach of this Agreement and may be grounds for termination of this Agreement.
- XIII. Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt thereof; and (ii) if mailed, seven days after deposit in the U. S. Mail, postage prepaid, certified mail, return receipt requested. All notice shall be addressed to the parties at the addresses set forth on the first page of this agreement.
- XIV. All provisions of this Agreement relating to confidentiality or to payment of fees shall survive termination of this Agreement.
- XV. The waiver or failure of either party to exercise any right provided for in this Agreement shall not be deemed a waiver of any further right under this agreement.
- XVI. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion of this Agreement, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.
- XVII. Any rights or remedies set forth in this Agreement are in addition to any other rights and remedies available to either party at law or in equity.
- XVIII. The parties agree that this Agreement is for the benefit of the District and ABA and is not intended to confer any rights or benefits on any third party, and that there are no third-party beneficiaries to this Agreement or any part or specific provision of this Agreement.

IN TESTIMONY WHEREOF, WITNESS the signatures of the parties this \_\_\_\_ day of \_\_\_\_, 2018.

Board of Education of  
Marion County, Kentucky

Applied Behavioral Advancements, LLC

By: \_\_\_\_\_  
Title: Board Chair

By: \_\_\_\_\_  
Christopher D. George, M.Ed, BCBA, LBA  
Owner/Executive Director

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

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