



AGREEMENT OF SERVICES

THIS AGREEMENT is made and entered into this 26 day of January 2022 (26/01/2022), by and between Cultivate Behavioral Health and Education, 334 Beechwood Road, Suite 502, Ft. Mitchell, Kentucky 41017 (hereinafter referred to as "Cultivate BHE"), and Dayton Independent Schools, 200 Clay Street Dayton, Ky 41074 (hereinafter referred to as "Client").

In consideration of the mutual promises, agreements and undertakings hereinafter set forth, it is hereby agreed as follows:

1. Cultivate BHE will provide service in the categories of: client evaluation; client care planning; consultation and coaching of caregivers / guardians, including, but not limited to general education teachers, special education teachers and counselors, parents, family caregivers, etc.
2. The services will be provided on a weekly basis, when requested by the Client or when Cultivate BHE is documenting program development, such as the Functional Assessment (FA) and Positive Behavior Support Plan (PBSP). Cultivate BHE will be paid on an hourly basis.
3. Client shall pay Cultivate BHE for services rendered pursuant to this Agreement at the rate of \$110.00 per hour for behavior support, record keeping, data analysis, program development (not to exceed 20 hours for development of FA and PBSP and during implementation phase, not to exceed 25% of hours per month unless agreed upon in writing by both parties) and related services. Cultivate BHE will maintain accurate records and documents for the computation of all charges.
4. Cultivate BHE will bill Client for services performed pursuant to this Agreement on the second Friday of each month following the month the services were performed. Client will provide Cultivate BHE with credit card information to be automatically withdrawn on the second Friday of month following the month such services were performed, providing all elements of the contract are satisfactorily met. If the credit card is declined, Client will have 14 days from the date on invoice to provide payment. If payment is not received within 14 days of declined electronic payment, services will be placed on hold until payment in render, pending client is not in crisis AND at least one caregiver has been trained on the behavior plan. Cultivate BHE will provide an electronic invoice on the date of billing. Session notes for documentation will be available upon request.
5. The services performed under the provisions of this Agreement will be rendered within the geographic area served by Client and shall be defined by Cultivate BHE and Client. Telehealth services may be utilized in order to mitigate the risk of COVID-19 exposure at the request of either party AND with both parties in agreement. Both parties will follow CDC guidelines for COVID-19 and all other major viruses to mitigate risk of contraction.



6. The behavior support services provided to the client will be in response to a request from the Client, and when applicable, in accordance with an individual education program (IEP). Cultivate BHE is responsible for coordinating its services with the Client on a continuing basis. The behavior support services provided to caregivers / guardians will be in response to a request from the Client for the implementation of behavior management procedures.
7. Cultivate BHE shall provide orientation, instruction, and guidance to any additional caregivers / guardians' members as requested by the Client.
8. Cultivate BHE may attend and participate in select in-service educational programs as deemed necessary by Client and the school. This must be documented in writing.
9. Client shall make available all records and information relevant to the client for the purpose of the services being provided. Cultivate BHE shall maintain records and reports in accordance with the policies of the Cultivate BHE and the BACB Code of Ethics.
10. Client shall provide routine client care required to serve clients under the scope of this Agreement. Client shall implement procedures as outlined in the behavior plan and collect data as designed in the plan for proper analysis.
11. Notice for session cancellations should be given with 24-hour notice. A cancellation given by the Client with less than 24-hour notice will require a \$25.00 cancellation fee. A cancellation given by Cultivate BHE with less than 24-hour notice will result in a formal memo of conversation to be documented in the employee file by the supervisor.
12. Cultivate BHE will maintain in force insurance with limits against liability for injury or death of any person growing out of the performance of professional duties. Evidence of such insurance will be made available to Client on request.
13. It is agreed by both parties to this agreement that they shall be in compliance with all existing Federal, State and local laws and regulations.
14. This Agreement shall continue and be binding upon the parties hereto until the twenty fifth of July 2022 (25/07/2022), unless terminated as herein provided. This Agreement may be amended by written consent of both parties and all amendments shall be attached to this Agreement and made a part thereof. Upon the conclusion of this Agreement, data analysis will be discussed between Cultivate BHE and Client to determine extension needs of the contract, continued implementation of behavior supports as need and all other concerns of both parties.
15. This Agreement may be terminated at any time by either party with or without cause by giving a sixty (60) day written notice of intent to terminate to the other party by Registered mail, Return Receipt Requested prior to the contract terminating.



In TESTIMONY WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Date: _____

Dayton Independent Schools

Date _____

Michael Foulk, COO
Cultivate Behavioral Health and Education