

**DEPARTMENT OF SPECIAL SERVICES
TOWNSHIP OF UNION PUBLIC SCHOOLS
M-E-M-O-R-A-N-D-U-M**

TO: Greg Tatum

C: Diane Cappiello
Julia Vicidomini

From: Kim Conti 

Re: Board Agenda

Date: May 1, 2018

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Approve First Children at 330 South Ave. Fanwood NJ 07023 for BCBA consultation to district student and staff at the rate of \$100.00 per hour and ABA therapist at the rate of \$45.00 per hour not to exceed \$205,000.00 for the 2018-2019 school year. (Account #11-000-216-320-01-19)

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Client Agreement

This is a contract entered into by First Children Learning Services, LLC (hereinafter referred to as "the Provider") and Union Public School Board of Education (hereinafter referred to as "the Client") on this date May 1, 2018.

BACKGROUND

- A. The Provider's principal office is located at 330 South Ave, Fanwood NJ 07023 with a South Jersey office located at 1256 Markkress Road, Cherry Hill, NJ 08003.
- B. The Provider is a Pennsylvania Limited Liability company, provides home, school, and community based therapeutic services to children. The Provider recruits, trains and compensates its employees to provide services throughout New Jersey.
- C. The Provider wishes to contract with the Client to supply Therapeutic Services.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions hereinafter contained, and for other good and valuable consideration the receipt of which is hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

AGREEMENT

1. Services of First Children Learning Services, LLC.

- 1.1 The Provider shall use commercially reasonable efforts to supply qualified professional(s) as Client requests from time to time. All such individuals shall be independent contractors and/or Employees of the Provider, and neither the Provider nor Client shall hold such individuals out to third parties as employees of Client. Client shall notify the Provider, as soon as practicable, of its requirements for requested services. Such notice shall specify the date(s), time(s) and location(s) of service, the number of First Children Employees required, and the nature of the position to be filled.
- 1.2 The Provider shall, promptly following the written request of the Client, withdraw the assignment of any staff member for excess absenteeism, performance substantially below the standards of performance reasonably required by the Client, staff member's personal conflicts that will affect performance and if staff member is alleged to have committed acts of dishonesty or fraud in connection with the rendering

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of services to client. The Provider will use reasonable efforts to offer a substitute staff member to client if possible.

- 1.3 If requested by Client, the Provider shall provide Client with (i) photocopies of licenses, certifications, registrations, criminal history clearance, references and any other documents required by state law and client. The Provider also agrees to provide (ii) a certificate of professional and general liability insurance with limits of \$1,000,000 per claim and \$2,000,000 in the annual aggregate for professional liability, negligence, and errors and omissions.
- 1.4 Provider shall ensure all staff under the auspice of its services meet all state and federal regulation required to provide care and/or support to children including criminal background checks.
2. **Responsibilities of Client:** Within 10 days following the end of each calendar month during the term of the agreement, the Provider shall furnish to client an invoice setting forth the total number of hours and/or days worked for Client and each staff member's hourly rate. Within (30) thirty days after receipt of said invoice, the Client shall pay to the Provider the amount of the total costs of services.
- 2.1 The Client agrees that during the term of this Agreement and for a period of twelve (12) months after termination of this Agreement, regardless of the reason for the termination, the Client will refrain from soliciting or offering a position to any staff member who was provided to the Client through the Provider or whose name or resume the Provider furnished to the Client without the expressed written permission of the Provider, in accordance with paragraph 2.3 below.
- 2.2 Following written approval from the Provider, the Client may offer direct employment, with proof of offer, to such staff member. Upon such approval from the Provider, the Client shall pay to the Provider 40% of staff member's gross annual salary offered by the Client, following which the Provider will release the Client and applicable staff member from the related non-solicitation and non-compete obligations, with respect to such direct employment by the Client as set forth in paragraph 2.2. In no event shall Client offer direct employment or otherwise offer to contract directly with a staff member without the prior written approval of The Provider.
3. **Non Discrimination**
In the performance of its obligations under this Agreement, the Provider and the Client shall comply with the provisions of all applicable federal, state, and local laws prohibiting discrimination on the grounds of age, race, color, sex, national origin, religion, citizenship, disability, sexual persuasion, or veteran status.

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4. Term of Agreement

The term of this Agreement ("Term") shall be from July 1, 2018 – June 30, 2019. The Term shall automatically renew for successive one-year periods unless either party provides written notice of termination at least thirty (30) days before the expiration of the initial term or any renewal term. The Parties acknowledge that the Provider is entitled to amend the fees during any renewal term. Either party hereto may terminate this Agreement for any reason and or cancel services of a Staff member previously agreed upon, either before services begin or during services, by giving at least thirty (30) days prior written notice to the other.

The Client shall pay the Provider for services rendered according to the payment schedule below.

| Therapeutic SERVICE | RATE |
|---|-------------------|
| BCBA Consultation | \$100/hour |
| ABA Therapist | \$45/hour |
| Social Skills | \$95/hour |
| Parent Training | \$125/hour |
| Occupational Therapy | \$125/hour |
| Physical Therapy | \$125/hour |
| Speech Therapy | \$125/hour |
| Hearing Impaired Therapy | \$137/hour |
| Evaluation Service | RATE |
| OT/ST/PT Evaluations | \$495/evaluation |
| Functional Behavior Assessment (FBA) w/ Behavior Intervention Plan | \$1500/evaluation |
| Functional Behavior Assessment (FBA) w/o Behavior Intervention Plan | \$1200/evaluation |
| Social Skills Assessment | \$495/evaluation |
| Assessment of Basic Language and Learning Skills (ABLLS) | \$1200/evaluation |
| Verbal Behavior Milestones Assessment and Placement Program (VB-MAPP) | \$1200/evaluation |
| Assessment of Functioning Living Skills (AFLS) | \$1200/evaluation |
| Biopsychosocial | \$495/evaluation |
| Educational /Learning Evaluation | \$495/evaluation |
| Psychological Evaluation | \$495/evaluation |
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| Trainings Service | RATE |
|--|------------|
| Behavioral Trainings | \$100/hour |
| Applied Behavior Analysis Trainings | \$100/hour |
| Safety Care Initial Training (2 day) | \$1500 |
| Safety Care Recertification Training (1 day) | \$1000 |

5. Representations and Warranties of the Provider

The Provider represents and warrants that this Agreement constitutes a valid and binding agreement by The Provider, enforceable in accordance with its terms; and neither the execution and delivery of this Agreement nor compliance with any of the provisions hereof will violate or conflict with or constitute a default under (or give rise to any right of termination, cancellation, or acceleration under) the terms or conditions or provisions of any certificate, note, instrument, bond, lease, mortgage, obligation, agreement, understanding, arrangement, regulation, law or restriction of any kind whatsoever to which the Provider is a party or by which it or its assets are bound or subject.

6. Representations and Warranties of the Client

The Client represents and warrants that this Agreement constitutes a valid and binding agreement by the Client, enforceable in accordance with its terms; and neither the execution, delivery or performance of this Agreement nor the compliance with any provisions hereof will violate, conflict with, or constitute a default under (or give rise to said right of termination, cancellation, or acceleration under), the terms or conditions or provisions of any certificate, note, instrument, bond, lease, mortgage, obligation, agreement, understanding, arrangement, regulation, law, or restriction of any kind whatsoever to which Client is a party or by which it or its assets are bound or subject.

7. Governing Law

This Agreement shall be governed by and interpreted under the laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of laws. The parties hereby consent to the jurisdiction of the state courts sitting in Bucks County, Pennsylvania.

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Signatures

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures:

Cindy Conley, MS., BCBA

Clinical Director

(Name of Provider)

(Printed Name of Client)

(Signature of Provider)

(Date)

(Signature of Client)

(Date)

(Address of Client)

Please return signed contract to:

First Children Learning Services
Attn: Steve Ripa
1256 Markkress Road
Cherry Hill, NJ 08003