

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

TO: Gerry Benaquista

**C: Diane Cappiello
Elizabeth Esposito
Julia Vicidomini**

From: Kim Conti

Re: Board Agenda

Date: April 29, 2021

**Approve First Children at 1256 Marlkress Rd. Cherry Hill, New Jersey for BCBA consultation to include Functional Behavior Assessment, Behavior Intervention Plans, IEP meetings, and parent training at the rate of \$115.00 per hour, Registered Behavior Technician at the rate of \$62.00 per hour, and Behavior Technician at the rate of \$51.00 per hour, not to exceed \$425,000.00 for the 2021-2022 school year.
(Account #11-000-216-320-01-19)**



1256 Markkress Road
Cherry Hill, New Jersey 08003
www.firstchildrenservices.com

CLIENT AGREEMENT

This is a contract entered into by First Children Learning Services, LLC (hereinafter referred to as "the Provider") and Union Public Schools for Therapeutic Services for the 2021- 2022 School Year (hereinafter referred to as "the Client"). The contract commences on July 1, 2021 ending on June 30, 2022.

BACKGROUND

- A. First Children Learning Services, LLC corporate location is 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. (SEE APPENDIX A)
- D. 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

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connection with the rendering 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.

4. Term of Agreement

The term of this Agreement ("Term") shall be from July 1, 2021 – June 30, 2022. 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.

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5. Fees

Appendix B represents the new fee schedule as a valued partner the direct service rates will not increase for the 2021-2022 contract year.

| SERVICE | RATES |
|--|------------|
| Registered Behavior Technician (RBT [®]) | \$62/Hour |
| Behavior Technician (BT) | \$51/Hour |
| BCBA Consultation | \$115/Hour |

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

6. Supervision

In accordance with the requirements of the Behavior Analyst Certification Board each Registered Behavior Technician (RBT) must have ongoing supervision from a Board-Certified Behavior Analyst (BCBA) for a minimum of five percent (5%) of the hours spent providing behavior-analytic services per month. Supervision must include at least two face-to-face, real-time contacts per month. The Provider will assume responsibility for this supervision if the Client is not able to meet the requirement.

In accordance with the requirements of the Behavior Analyst Certification Board if a paraprofessional is responsible for implementing a behavior intervention plan the staff be supervised by a Board-Certified Behavior Analyst (BCBA). The Provider requires supervision for a minimum of three percent (3%) of the hours spent providing behavior-analytic services per month. The Provider will assume responsibility for this supervision if the Client is not able to meet the requirement.

Please initial the applicable response below:

The Client will provide BCBA supervision. If the Client elects to provide supervision it is the expectation of the Provider that a record of such will be maintained by the Client.

The Client will not provide BCBA supervision. If the Client elects not to provide supervision the Provider will provide the required oversight.

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7. 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.

8. 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.

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

| | |
|-------------------|------------------------|
| Name: | |
| Title: | |
| Date: | |
| Signature: | |
| Address: | Street: |
| | City/Town: |
| | State/Zip Code: |

| | |
|--------------------------------------|-----------------------------------|
| Name (Agency Representative): | Valery Bailey |
| Title: | Vice President, Operations |
| Date: | |
| Signature: | |

Please return signed contract to:

First Children Learning Services
Attn: Valery Bailey
1256 Markkress Road
Cherry Hill, NJ 08003
vbailey@firstchildrenservices.com

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APPENDIX A
SERVICE DESCRIPTIONS

Board Certified Behavior Analyst: Behavior Analysts is a graduate-level certification in behavior analysis. Professionals who are certified at this level are independent practitioners who provide behavior analytic services. In addition, Behavior Analysts supervise the work of Behavior Technicians, Registered Behavior Technicians, and others who implement behavior-analytic interventions. A Behavior analyst provides Functional Behavioral Assessments to identify the function-based behavior, and Behavior Intervention Plans to decrease problematic behaviors as well as skill acquisition. Behavior Analysts can provide consultation to classrooms which provides classroom wide behavior strategies, or individual students. Behavior Analysts can also create and supervise the implementation of individualized ABA programs.

Clinician (Licensed Mental Health Professional LAC/LSW/LCSW/LPC): Mental health staff all possess a graduate degree in the area of social work, counseling, or a related field. Clinicians hold an active license, in good standing, issued by the state of New Jersey. Staff holds specialties in a variety of topics such as crisis stabilization, anxiety, depression, suicidal behavior, school refusal, and trauma. Following clinical and risk assessments of each referred student, First Children Services licensed clinicians will address presenting concerns utilizing cognitive behavioral therapy and interventions. Services will be individualized, tailored to the presenting concerns for the youth and family. These services will be focused on stabilizing behavior and promoting successful functioning in the home, school and community setting. FCS is also about to offer individual therapy, group therapy, psycho-education, school clearances, and professional development training, among other related services.

Registered Behavior Technician (RBT): The Registered Behavior Technician (RBT[®]) is a paraprofessional who practices under the close, on-going supervision of a BCaBA, BCBA, or BCBA-D. The RBT is primarily responsible for the direct implementation of behavior-analytic services. The RBT does not design intervention or assessment plans. It is the responsibility of the RBT Supervisor to determine which tasks an RBT may perform as a function of his or her training, experience, and competence. The certified BCBA supervising the RBT is responsible for the work performed by the RBT and as such much provide a minimum of 5% supervision hours for the total number of hours of service provided by the RBT. The RBT is responsible for the direct implementation of behavior-analytic interventions and data collection. The RBT is a highly trained behavior technician, appropriate for implementation of complex behavior analytic services.

Behavior Technician (BT): The behavior technician is a form of a paraprofessional who practices under the close, on-going supervision of a BCaBA, BCBA, or BCBA-D. The BT does not design intervention or assessment plans. The BT has experience within the field of applied behavior analysis. The BT is primarily responsible for the direct implementation of behavior-analytic interventions and data collection.

Paraprofessional: The paraprofessional can be assigned 1:1 or for classroom support based on the district's needs. Their primary responsibility is to assist the teacher or student. Paraprofessionals do not implement behavior plans or provide ABA therapy.

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**APPENDIX B
COMPREHENSIVE SERVICE FEE SCHEDULE**

| SERVICE | METHOD | RATE |
|---|------------|---------|
| Registered Behavior Technician (RBT) | Hourly | \$62 |
| Behavior Technician | Hourly | \$51 |
| Paraprofessional | Hourly | \$30 |
| BCBA Consultation | Hourly | \$115 |
| BCaBA Consultation | Hourly | \$80 |
| Functional Behavior Assessment | Evaluation | \$1,500 |
| Clinician (Licensed Mental Health Professional) | Hourly | \$80 |
| Social Skills | Hourly | \$115 |
| Parent Training | Hourly | \$125 |
| Home Instruction (Tutoring) | Hourly | \$75 |
| OT/ST/PT Evaluations | Evaluation | \$495 |
| Social Skills Assessment | Evaluation | \$495 |
| Assessment of Basic Language and Learning Skills (ABLLS) | Evaluation | \$1,200 |
| Verbal Behavior Milestones Assessment and Placement Program (VB-MAPP) | Evaluation | \$1,200 |
| Assessment of Functioning Living Skills (AFLS) | Evaluation | \$1,200 |
| Biopsychosocial | Evaluation | \$495 |
| Applied Behavior Analysis Trainings / Behavioral Staff Trainings | Hourly | \$115 |
| Safety Care Initial Training (2 day) | Training | \$3000 |
| Safety Care Recertification Training (1 day) | Training | \$1,000 |

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APPENDIX C
NEW JERSEY STATUTE – TITLE 18A
CHAPTER 6
P.L. 2018, c.5
PASS THE TRASH

P.L. 2018, c.5 concerns school employees and supplements Chapter 6 of Title 18A of the New Jersey Statutes. This law prohibits a school district, charter school, nonpublic school or contracted service provider holding a contract with a school district, charter school, or nonpublic school (collectively referred to as “hiring entity”) from employing a person serving in a position which involves regular contact with students unless the hiring entity conducts a review of the employment history of the applicant by contacting former and current employers and requesting information regarding child abuse and sexual misconduct.

First Children Learning Services, LLC (FCLS, LLC) is in full compliance with the above Legislation. Specific procedures utilized by FCLS LLC are available upon request.