

F-100

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: January 2, 2018

Please place the following on the board agenda.

Approve The Uncommon Thread for BCBA consultation at a rate not to exceed \$130.00 per hour, Behavior Specialist at a rate not to exceed 75.00 per hour and a FBA Assessment at the rate of \$1600.00 per evaluation. Total not to exceed \$10,000.00 for the 2017-2018 school year. (Account #11-000-216-320-01-19)

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The Uncommon Thread

ABA Services for Children with Learning Disabilities

This Master Service Agreement is between **Union Township School District** and **The Uncommon Thread, Inc.** and/or its representative(s) (collectively "Consultant") commencing on January 2, 2018.

Whereas, The Uncommon Thread agrees to provide consultative services in the following areas: Board Certified Behavior Analysis Services (Consulting Services), ABA consultation and parent training; and Whereas, representatives of The Uncommon Thread will provide general ABA Consultation and parent training.

1. **Union Township School District** agrees to compensate The Uncommon Thread as follows:

Union Township School District shall pay The Uncommon Thread for all services set forth in the Scope of Work/Addendum annexed hereto in accordance with the rates listed therein.

Additional services will be determined and provided on an as needed basis. Additional services and/or hours of existing services shall be mutually agreed upon (see below rate schedule). In the case where additional services are needed, The Uncommon Thread will prepare a Scope of Work/Addendum for those added services to be signed by **Union Township School District**.

\$45 - \$75 per hour for Behavior Specialist – discount dependent on volume of hours
\$100 - \$130 per hour for BCBA - discount dependent on volume of hours
\$1,600 for FBA (Functional Behavior Assessment) in one setting
\$2,200 for FBA (Functional Behavior Assessment) in multiple settings
\$1,000 for Half day (2-3 hours) In Service Training
\$2,000 for Full day (4-6 hours) In Service Training

2. School District will provide Consultant access to the children receiving services, their educational and familial support teams, and documents necessary to fully understand their current environment and consultative service needs.

3. School District and Consultant will regard all information and documentation obtained in the performance of this Master Service Agreement and any related Scope of Work/Addendum as privileged and confidential.

4. **Limitation of Liability.** Consultant shall not be responsible for any loss or damage to School District or any third parties arising out of or relating to the performance of this Master Service Agreement, any related Scope of Work/Addendum, or the Consultative Services provided thereunder. BY WAY OF SPECIFIC EXAMPLE BUT NOT LIMITATION, IN NO EVENT WILL CONSULTANT, ANY AFFILIATES, OR THEIR RESPECTIVE AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES, AND DAMAGES RESULTING FROM LOST DATA OR INTERRUPTION OF SERVICES OR OPERATIONS) ARISING OUT, RESULTING FROM, OR RELATED TO THE USE OF THE CONSULTATIVE SERVICES. THE SERVICES, OR THE PERFORMANCE OR BREACH OF THIS AGREEMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, EVEN IF CONSULTANT IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY.

5. **Indemnification.**

- a. School District agrees to defend, indemnify and hold harmless Consultant, its affiliates and their respective officers, directors, employees, agents and other representatives from and against any and all claims, actions, suits, proceedings, demands, judgments, settlements, liabilities, losses, damages, costs or expenses (including reasonable attorneys' fees) of third parties, incurred by or asserted against Consultant and arising out, resulting from, or related to the use of the Consultative Services, the performance or breach of this Master Service Agreement, any related Scope of Work/Addendum or otherwise.
- b. Consultant agrees to defend, indemnify and hold harmless School District from and against any and all claims, actions, suits, proceedings, demands, judgments, settlements, liabilities, losses, damages, costs or expenses (including reasonable attorneys' fees) of third parties, incurred by or asserted against School District and arising out, resulting from, the gross negligence of Consultant or the infringement of any intellectual property right of any third party.

6. **Non-solicitation.** The School District agrees that during the term of this Master Service Agreement and for 1 year following its termination, the School District will not directly or indirectly, by or for itself, or as the agent of another:

- a. In any way solicit or induce or attempt to solicit or induce any clients, employee, officer, representative, consultant or other agent of the Consultant (whether such person is presently employed by the Consultant or may hereinafter be so employed), to leave the employment or otherwise interfere with the employment relationship between any such person and the Consultant;

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ABA Services for Children with Learning Disabilities

b. In any way disparage the Consultant, its operations, business, Board, officers, management or employees in consideration of the Consultant agreeing not to disparage the School District.

7. Assignments. Consultant has the right to assign this agreement to any other entity and may change the personnel who will provide the services upon reasonable advance notice to School District.

8. Governing Law. This Agreement is made under, and shall be governed and construed according to, the laws of the State of New Jersey, exclusive of its conflict of laws principles.

9. Jurisdiction. Each party hereby expressly agrees to New Jersey as the sole and exclusive jurisdiction in connection with any action brought to enforce or otherwise relating to this Master Service Agreement, any related Scope of Work/Addendum, or the services provided thereunder.

Entire Agreement. This Agreement is complete, reflects the entire agreement of the parties with respect to its subject matter, and supersedes all previous written or oral negotiations, commitments and writings. No promises, representations, understandings, warranties and agreements have been made by any of the parties hereto except as referred to herein or in such other writings, and all inducements to the making of this Agreement relied upon by either party hereto have been expressed herein or in such other writings.

This Agreement is contingent upon Consultant finding and retaining adequate personnel to provide the agreed upon services. In the event Consultant is unable to find and retain adequate personnel, Consultant has the right to terminate this This Master Service Agreement and any related Scope of Work/Addendum.

This Master Service Agreement shall commence on the Effective Date and shall terminate upon the delivery of written notice of termination by either party. In the event of cancellation or termination by School District, School District agrees to compensate Consultant for all work completed prior to the date on which the termination notice is delivered to Consultant.

Accepted: The Uncommon Thread, Inc.

By: _____
Print Name: _____
Date: _____

Union Township School District

By: _____
Print Name: _____
Title: _____
Date: _____

Billing Information

Contact Name: _____
Billing Address: _____

Email: _____

Please check if a PO is required: [] Yes [] No