



ABA Outreach Services

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6537 Brecksville Rd., Independence, OH 44131

2026-2027 Behavioral Services Agreement

This Agreement is made by and between ABA Outreach Services and Brecksville-Broadview Heights City School District Board of Education (“District” or “Board”) and shall be effective as of July 1st, 2026 and ending July 30th, 2027 subject to Board action approving it.

WHEREAS, the District seeks to contract with ABA Outreach Services to provide certain Applied Behavior Analysis (ABA) Services (“Behavioral Services”); and

WHEREAS, ABA Outreach Services is willing and able to provide Behavioral Services to the District;

THEREFORE, the District and ABA Outreach Services hereby agree as follows:

Relationship of the Parties: The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall constitute or be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever;

Coverage: ABA Outreach Services shall provide Behavioral Services (e.g., ABA Therapy) pursuant to this Agreement. Specifically, ABA Outreach Services shall provide services upon request of the District, per availability;

Duties: ABA Outreach Services agrees to provide Behavioral Services that may include program development and assessment for individual students, direct instruction using Applied Behavior Analysis, training for personnel (including observation and hands-on instruction and advising IEP team members and other staff concerning the use of ABA principles and techniques in the delivery of specially designed instruction for students on IEPs), consultation, documentation, observations, monitoring of programs (including regular and special meetings with staff to evaluate the effectiveness and potential changes to the delivery of ABA

services), creation of behavior related materials, collaboration with other service providers. Additionally, ABA Outreach Services will provide the following deliverables: documentation, work product and other materials prepared by or on behalf of ABA Outreach Services that are delivered to the District so its staff can implement students' IEPs.

With respect to confidential information (as defined in Paragraph 5, below), the Receiving Party agrees (a) not to disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party; provided, however, that the Receiving Party may disclose the confidential information of the Disclosing Party to its officers, employees, consultants, and legal advisors who have a "need to know", who have been apprised of this restriction, and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section; (b) to use the confidential information of the Disclosing Party only for the purposes of performing its obligations under this Agreement or, in the case of the District, to make use of the Behavioral Services and Deliverables; (c) promptly to notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the confidential information of the Disclosing Party; (d) agrees to maintain education records that ABA Outreach Services generates concerning any student they work with, including the need to produce the records if requested by the District or a parent/guardian for the term of this Agreement through two (2) years after services have been completed including relevant emails and/or text correspondences.

Compliance: ABA Outreach Services will provide Behavioral Services to the District in accordance with applicable federal and state laws. All therapists provided to the District by ABA Outreach Services will hold required licensure or certification by the State of Ohio and ABA Outreach Services acknowledges that their therapists and principles are not suspended or debarred. ABA Outreach Services shall (a) ensure that its personnel have the legal right to work in the United States, and (b) conduct criminal background checks on any personnel they intend to have work in the District or provide services to the District pursuant to this Agreement; the criminal background checks shall be consistent with those conducted by the District with respect to individuals it directly employs. ABA Outreach Services will comply with the requirements of 45 CFR 164.504 (e)(1) for safeguarding and limiting access to information concerning beneficiaries and per the District request will allow representatives of the U.S. Department of Human Services, ODM, ODE/DEW, OCR, or any of their respective designees' access to books,

documents and records pertaining to the District's contracted services. ABA Outreach Services will comply with, and ensure its personnel comply with, all rules, regulations and policies promulgated by the District that are communicated to ABA Outreach Services in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, and general health and safety practices and procedures. ABA Outreach Services shall further maintain complete and accurate records relating to the provision of the Behavioral Services provided to the District pursuant to this Agreement. Finally, ABA Outreach Services shall be responsible for their personnel who deliver services pursuant to this Agreement, including the payment of their compensation, and, as applicable, the withholding of income taxes, and payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits;

Term: The term of this Agreement is for the 2026-2027 Academic Year, unless terminated sooner pursuant to this Paragraph. Either party, in its sole discretion, may terminate this Agreement, in whole or part, at any time without cause, by providing at least thirty (30) days prior written notice to the other party. Additionally, either party may terminate this Agreement, effective upon written notice to the other party, if the defaulting party breaches this Agreement and such breach is incapable of cure, or with respect to a breach capable of cure, the defaulting party does not cure such breach within thirty (30) days after receipt of written notice of such breach.

Upon expiration or termination of this Agreement, each party shall (a) return all materials of the other party, (b) return to the other party all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the other party's confidential information, (c) permanently delete all of the other party's confidential information from its computer systems, and (d) certify in writing to the other party that it has complied with the requirements of this Paragraph, except the District may retain copies of any confidential information to the extent it/they constitute education records or are necessary to allow the District to make full use of the Behavioral Services. For purposes of this Agreement, the term "confidential information" means any information that is treated as confidential by a party, including but not limited to all non-public information about its business affairs, products or services, Intellectual Property Rights, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether disclosed orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise

identified as "confidential." Confidential information shall not include information that: (i) is already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (ii) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party; (iii) is developed by the Receiving Party independently of, and without reference to, any confidential information of the Disclosing Party; (iv) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information, or (v) is required to be disclosed pursuant to the Ohio Public Records Act (ORC 149.43) or a valid court order, provided the District gives prompt written notice to ABA Outreach Services to allow them an opportunity to seek a protective order.

In no event shall either party be liable for any personnel termination costs arising from the expiration or termination of this Agreement.

Finally, for a period of up to two (2) years after the termination of this Agreement, ABA Outreach Services agrees to make its personnel who have performed work in the District pursuant to this Agreement available for consultation with the District (including its legal counsel) to the extent necessary to allow the District to defend itself if a parent (or guardian) files a complaint with the Ohio Department of Education ("ODE") (or its successor – i.e., the Department of Education and Workforce ("DEW")) and/or a due process case with the District and ODE/DEW and/or a charge of discrimination and/or retaliation with the U.S. Department of Education Office for Civil Rights ("OCR") pertaining to or related to Behavioral Services covered by this Agreement. Further, ABA Outreach Services will make its personnel available to the extent they are subpoenaed to testify at a due process hearing or requested to participate in an interview required by an ODE/DEW investigator or an OCR investigator. Finally, ABA Outreach Services shall make its personnel available to the extent needed by the District to transition services that ABA Outreach Services personnel were delivering/overseeing pursuant to this Agreement to District's employees and/or other consultants retained by the District. Any of the services provided by ABA Outreach Services personnel pursuant to this Paragraph shall be compensated at the same rates and under the same arrangements as all other services provided pursuant to this Agreement. To the extent that an ABA Outreach Services staff member is no longer employed by ABA Outreach Services, ABA Outreach Services shall provide last known contact information to the District;

Rate of Service: In consideration of the provision of Behavioral Services as set forth in this Agreement, the District will compensate ABA Outreach Services in the following manner:

Daily Reserved BCBA:

Board Certified Behavior Analysts (BCBAs)/Behavior Specialist will be billed at \$110 per hour of service for the academic calendar year (186 days);

- Same day cancellations (including calamity, inclement weather, etc.) and calendar changes after August 1st will be billed for the total service time scheduled;
- The District will be expected to pay for 50% of the total amount of hours per staff contracted if less than 50% of contracted hours per staff are used at the conclusion of the Academic Calendar Year.

Daily Reserved BT/RBT:

4 Behavior Technician/Registered Behavior Technicians will be billed at \$55 per hour of service for the academic calendar year (176 school days);

- Same day cancellations (including calamity, inclement weather, etc.) and calendar changes after August 1st will be billed for the total service time scheduled;
 - The District will be expected to pay for 50% of the total amount of hours per staff contracted if less than 50% of contracted hours per staff are used at the conclusion of the Academic Calendar Year.
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- Extended School Year (ESY) hourly rates are to be billed the same as the rates stated above for each service requested.
 - Additional Registered Behavior Technician (RBT) services requested on demand after July 1st, 2026 will be billed at \$60 per hour of service.

Invoicing for Service

- ABA Outreach will provide the District with a monthly invoice with the summary of total hours provided by the BCBA(s) and RBT(s).
 - If requested, a list of specific hours, dates, and student names for services will be provided via email each month.
 - The District will not expect ABA Outreach Services to produce a catastrophic cost breakdown of service
- The District will pay ABA Outreach Services within 30 days of receipt of the invoice for prior month's services and submit payment to ABA

Outreach Services at the following address: 6537 Brecksville Road, Independence, Ohio 44131;

- Electronic Funds Transfer (EFT) is preferred.
- Credit card is not an accepted payment method
- The above listed hourly rates are all inclusive, and services may include, but not be limited to those services outlined above in Paragraph 3-Duties, including remote services, and travel between buildings/locations.
- The District will not expect ABA Outreach Services to work through a third party contracting agency;.
- Pursuant to Paragraph 1, the Parties agree that personnel provided by ABA Outreach Services pursuant to this Agreement are employees of ABA Outreach Services and are not District employees. The Parties also agree that any independent contractors of ABA Outreach Services are not District employees. ABA Outreach Services shall be responsible for making all deductions required by law from its employees' salary or wages. Because personnel provided by ABA Outreach Services are employees of ABA Outreach Services and are not District employees, the Parties agree that ABA Outreach Services employees are not eligible to actively participate in any public employee retirement system (e.g., Ohio's State Teachers Retirement System). As such, neither an employee deduction or employer contribution shall be made on behalf of ABA Outreach Services employees or personnel to any public employee retirement system. Notwithstanding any other provision of this Agreement, in the event that a public employee retirement system or court determines that any ABA Outreach Services employee or personnel, or any independent contractor of ABA Outreach Services, was a public employee, and that an employee deduction and/or employer contribution should have been made for that person, the parties shall negotiate not only how to handle this financial obligation prospectively but also how to address any past contributions that may need to be made by the District, ABA Outreach Services and/or employees hired by ABA Outreach Services for all work completed by said employees for the District prior to the parties determining the applicability of the STRS and SERS laws to the parties' contractual arrangement. Additionally, with respect to any past liability, District shall not be responsible for more than the employer-share of contributions to STRS and/or SERS. If the Parties determine STRS/SERS are applicable to ABA Outreach Services employees and they are unable to reach agreement concerning how to address this

situation prospectively, either party may terminate the Agreement with fourteen (14) calendar days' written notice to the other party.

Non-Solicitation: During the Term of this Agreement and any renewal period thereafter, and for a period of twelve (12) months thereafter, neither party shall, directly or indirectly, in any manner solicit or induce for employment any employee of the other party. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement for the purposes of this Paragraph, and the hiring of any employee or independent contractor who freely responds thereto shall not be a breach. If either party breaches this Paragraph, the breaching party shall, on demand, pay to the non-breaching party the sum of twenty thousand dollars (\$20,000), which represents the parties' agreed upon liquidated damages;

Insurance: At all times during the term of this Agreement, ABA Outreach Services shall procure and maintain, at its sole cost and expense, at least the following types and amounts of insurance coverage: (a) Professional Liability with limits no less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate; (b) Worker's Compensation with limits no less than the minimum amount required by applicable law; ABA Outreach Services will promptly provide proof of such insurance to the District and a copy of the applicable certificate(s) of insurance upon a reasonable request;

Special Emergency Instructions: The District has procedures in place throughout the District to address incidents involving a fire, tornado, earthquake, and/or lock-down. ABA Outreach Services may, upon reasonable request, obtain copies of the District's policies and procedures that are applicable to employees, students and other guests on school property and/or in school buildings to address such emergency circumstances;

Liability: ABA Outreach Services shall be liable to District for any Loss arising out of or related to ABA Outreach Services's performance of Behavioral Services, if the acts or omissions of ABA Outreach Services or its employees, independent contractors, agents, or assistants are the result of gross neglect, reckless, or willful misconduct.

Mandated Reporters: All ABA Outreach Services employees are mandated reporters. Ohio Revised Code Section 2151.421 mandates that certain individuals

are required to make a report to child protective services or law enforcement if they suspect that abuse is taking place. The law requires that these individuals make a report if they believe that a reasonable person would also suspect abuse or neglect. Mandated reporters are not responsible for providing proof of abuse or conduct an investigation. It is a misdemeanor criminal offense to fail to report suspicions of child abuse or neglect. A licensed professional who fails to report suspected abuse could lose their license. If a report is made in good faith, the reporter is protected from civil or criminal liability if there is an unfounded complaint filed.

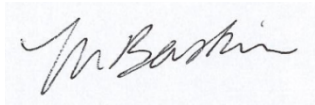
Miscellaneous:

- (a) **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses listed herein, or such other address as the party may previously designate in writing. Address for ABA Outreach Services: 6537 Brecksville Rd., Independence, OH 44131 and abaoutreach@aba-therapy.com.
- (b) **Entire Agreement.** This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.
- (c) **Assignment.** Neither party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement, including by operation of Law, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, that, upon prior written notice to the other party, either party may assign the Agreement to a successor of all or substantially all of the assets of such party through merger, reorganization, consolidation, or acquisition. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and

void. This Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective successors and permitted assigns.

- (d) **Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
- (e) **Amendments/Waiver.** This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- (f) **Interpretation.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- (g) **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Ohio. Any legal suit, action, or proceeding arising out of [or related to] this Agreement or the Behavioral Services provided hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Ohio in each case located in the City of Cleveland and County of Cuyahoga, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other

document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.



Director of ABA Outreach Services

____5/20/2026_____
Date

Brecksville-Broadview Heights City School District

Date