

# Summit Behavioral Services

1460 NW Vivion Road, Kansas City, Missouri 64118

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## Contract for Services

This Contract for Services (“Contract”) is made and entered into by and between **Summit Behavioral Services, LLC**, hereafter referred to as CONSULTANT, and \_\_\_\_\_ Platte County R-3 School District \_\_\_\_\_, hereafter referred to as CONTRACTOR.

The purpose of this Contract is to provide consulting, training, and general behavior support services for CONTRACTOR by CONSULTANT, under the direction of Dan Matthews and/or assigned staff members.

CONSULTANT and CONTRACTOR agree as follows:

1. CONSULTANT shall provide consulting services for CONTRACTOR beginning on **July 1st, 2024**, and ending on June 30, 2025, unless otherwise stated in this Contract or earlier terminated as is provided for herein. CONSULTANT shall provide services on an “as needs” basis, mutually agreed upon by both parties.
2. CONSULTANT shall provide its best efforts in performing the services provided, consistent with the stated goals of the CONTRACTOR. However, CONSULTANT cannot guarantee any particular result other than access to CONSULTANT and CONSULTANT STAFF.
3. CONSULTANTS, who have a Master’s degree, Provisional State License in Behavior Analysis, or a National Board Certification through the Behavior Analyst Certification Board (BACB), shall receive an hourly rate of \$120.00 (One Hundred and Twenty Dollars) per hour for time reasonably spent providing behavioral services and related consulting services including, but not limited to, staff training, program development, data collection and processing, documentation, and development of teaching and training materials, and addressing IEP needs. Functional Behavioral Assessments may be provided at a flat rate of \$1050.00 (One Thousand and Fifty Dollars) per FBA. Any Behavior Intervention Plans (BIPs), IEP Meetings or follow-up services are to be billed hourly at the CONSULTANT’s hourly rate. The CONTRACTOR may pre-pay for blocks of 100 or more Consultation hours at a discounted rate of \$115/hour. CONSULTANT may also employ the use of an Implementer, at a rate of \$55.00 (Fifty-Five Dollars) per hour, which is to be invoiced monthly.

4. CONTRACTOR shall make essential personnel available to CONSULTANT. In the event that a previously scheduled appointment must be cancelled or rescheduled, the parties agree that CONTRACTOR will give CONSULTANT reasonable time of notification before the scheduled appointment time (preferably four hours), to alert CONSULTANT to the need to cancel and/or reschedule the appointment before traveling to the service site. Therefore, CONSULTANT reserves the right to invoice a maximum one hour of service and round-trip travel time in the event that CONTRACTOR does not give CONSULTANT reasonable time of notification before the scheduled appointment time.

5. Services of CONSULTANT shall be invoiced monthly, on or about the first business day of each month. Invoices received by CONTRACTOR'S Accounts Payable Department and verified by the 15<sup>th</sup> day of the month will be paid/mailed on or about the 15<sup>th</sup> day of the following month. Invoices received and verified on or after the 16<sup>th</sup> day of the month will be paid by CONTRACTOR the second month following, on or about the 15<sup>th</sup> day of the month.

6. Either party may cancel this Contract for a material breach of the Contract. Either party may cancel this Contract, without cause, by giving ten (10) days prior written notice of cancellation to the other party. All outstanding invoiced services and services provided up until the termination of this Contract, but not invoiced at that time, shall be paid in full by CONTRACTOR.

7. CONSULTANT may not advertise the fact of this consulting without the prior consent of the CONTRACTOR. The parties may, from time to time, exchange confidential information such as plans for future events. Neither party shall disclose the same unless the information becomes part of the public domain, without the fault of either party, or was known to the party before the execution of this Contract.

8. The parties acknowledge that CONSULTANT will provide behavioral services that include, but are not limited to, teaching appropriate social skills, academic skills, reducing undesirable behavior, and providing staff training and general support. CONTRACTOR understands that these methods may involve physical contact with clients and include risk of physical injury to the client.

9. Except as herein otherwise specifically provided, CONTRACTOR releases and discharges CONSULTANT and the agents, servants, and successors of CONSULTANT from all claims, demands, grievances, and causes of action of every kind whatsoever, including, but without limitation of the foregoing, all liability for damages of every kind, nature, or description which may hereafter arise from or out of injuries and damages, known and unknown, permanent or otherwise, during the term of this Contract; provided, however, such release and discharge shall not apply to any willful misconduct or negligent act or omission on the part of CONSULTANT, its agents, servants, employees, and successors.

10. Maintaining Confidentiality

CONSULTANT has an obligation and will take reasonable precautions to respect the confidentiality of all parties. The scope of confidentiality includes all delivery of services, documentation, and data, and written or electronic communication.

CONSULTANT will take steps to protect and prevent inadvertent sharing of confidential information. CONSULTANT will comply with laws, and regulations that require confidentiality (e.g., FERPA, HIPAA). All parties have a right to confidentiality unless it is not feasible or is contraindicated or prohibited by law.

11. Maintaining and Disclosing Records

CONSULTANT will maintain appropriate confidentiality in creating, storing, accessing, transferring, and disposing of records. CONSULTANT will maintain and dispose of records in accordance with applicable laws and regulations. CONSULTANT may disclose confidential information with the appropriate consent of all parties, unless prohibited by law.

12. This is the entire agreement between the parties and may not be altered except in writing signed by both parties.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed on the day and year first above written.

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Summit Behavioral Services, LLC

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\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_