



## STUDENT SUPPORT SERVICES AGREEMENT 2023-2024 School Year

This Student Support Services Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, ("Effective Date") by and between Springfield Township Board of Education ("Client") and Amazing Transformations, LLC ("Amazing Transformations") (collectively, "the Parties" or individually as a "Party").

WHEREAS, Amazing Transformations is a New Jersey Department of Education approved agency that provides behavioral support services to students; and

WHEREAS, Client desires to retain Amazing Transformations to perform school-related behavioral services and has agreed to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of their mutual and separate promises and undertakings, the Parties intending to be legally bound, hereby agree as follows:

### 1. **SCOPE OF SERVICES AND FEES:**

**A. General Description of Services.** Amazing Transformations is being retained to provide behavioral and educational services for Client. Its services are in support of students with behavioral challenges and relate to reducing maladaptive behaviors, increasing adaptive behaviors and functional communication, social skills, functional life skills, and where applicable, community integration. The scope of services performed by Amazing Transformations typically includes the following:

- 1:1 Clinical Associate Staffing – Clinical Associate is a student support aide with significant training in ABA and positive behavior supports
- Autism / MD Program Development and Support
- Functional Behavior Assessments / Behavioral Evaluations
- Behavior Intervention Plan development
- Conduct VB-MAPP or AFLS Assessments
- Verbal Behavior Program Development
- Intensive Teaching
- Data analysis and program monitoring
- Experienced behavioral support also available for students with ADHD, ODD, and other behavioral disabilities.
- Ongoing consultation and support / training for teachers and paraprofessionals
- Professional development workshops for teachers and staff
- Participation in IEP meetings
- Classroom structure and routine development
- Social skills instruction / Social skills program development
- Parent workshops / Trainings
- Follow-up consultation / support provided at the request of the district.
- Transition students from one program to another or from one school to another.

**B. Fees for Specific Services.**

**Services and Related Fees.** Client shall pay Amazing Transformations the following fees for each service:

- **\$115 per hour** for BCBA / BCaBA services and all services not specifically itemized in this Agreement (“Standard Hourly Rate”). The Standard Hourly Rate shall be invoiced to Client for agreed-upon services that may include, by example, consultations, assessments, program development and/or oversight, IEP Meetings, or any other services requested by Client and agreed upon by Amazing Transformations that are not otherwise set forth herein at a separate rate.
- **\$195 per hour** - Professional Development Workshops
- **\$50.00 per hour** – 1:1 Clinical Associate (Full-time or 6.5+ hrs. / day). Clinical Associate daily rate (6.5+hrs) to be billable for up to 15 student absences if they should occur during the school year. This applies only to student absences, not Clinical Associate absences. If the district desires, the Clinical Associate can be used in another capacity if their student is absent. Clinical Associates shall have a 25-minute duty-free daily lunch that is included in their billable time.
- **\$60.00 per hour** – 1:1 Clinical Associate for in-home services after school hours (typically 2-hour sessions) OR 2:1 / 3:1 assignments in the school setting.
- **Teen / Young Adult Daily Fee.** Client shall pay Amazing Transformations a daily fee of **\$538 per day** (“Daily Fee”), per student. The Daily Fee includes the following services and conditions:
  - Program hours from 8:30am – 2:30pm at 500 S. Burnt Mill Road, Voorhees, NJ 08043 (“Voorhees Location”) or at another reasonable location selected by Amazing Transformations;
  - 1:1 Clinical Associate Staff provided for Teen/Young Adult Program;
  - 3 hours per week BCBA consultation/supervision;
  - The Daily Fee shall be charged for up to 15 student absences per year; and
  - The Daily Fee does not cover lunches or any out-of-pocket expenses, including but not limited to meals at restaurants. Each student shall bring his/her own lunch each day.
- **Little Chats Early Learner Daily Fee.** Client shall pay Amazing Transformations a daily fee of **\$538 per day** (“Daily Fee”), per student. The Daily Fee includes the following services and conditions:
  - Program hours from 9:00am – 3:00pm at 1005, Laurel Oak Road, Voorhees, NJ 08043 (“Voorhees Location”) or at another reasonable location selected by Amazing Transformations;
  - 1:1 Clinical Associate Staff provided for each student;
  - 3 hours per week BCBA consultation/supervision;
  - The Daily Fee shall be charged for up to 15 student absences per year; and
  - The Daily Fee does not cover lunches or any out-of-pocket expenses. Each student shall bring his/her own lunch and snack each day.

**ANTICIPATED SERVICES: 2 hours per week of BCBA/BCaBA Consultation: \$9,200**

2. **INSURANCE:** At all times during the term of this Agreement, Amazing Transformations shall, at its sole cost and expense, maintain the following types of insurance: (a) worker’s compensation insurance with coverage in amounts no less than that required by law; (b) professional liability insurance in amounts no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate annual limits; and, in the event that Amazing Transformations uses an automobile to transport students, it shall provide (c) comprehensive automobile liability insurance having limits of at least \$100,000 for bodily injury, including death, to any one person, and \$300,000 on account of any one occurrence, and \$50,000 for each occurrence of property damage.
3. **INDEMNIFICATION:** Client shall defend, indemnify, and hold harmless Amazing Transformations and their affiliates, officers, directors, employees, agents, successors, and assigns from and against all claims, losses, and liabilities, including reasonable attorneys' fees arising out of or resulting from the willful, fraudulent, or negligent acts or omissions of Client.

4. **PAYMENT:** Payment to Amazing Transformations shall be made via check, credit card, or cash. Payments for all invoices are due within forty-five (45) days of the date of each invoice. All late payments shall bear interest at the lesser of (a) the rate of 3% per month and (b) the highest rate permissible under applicable law, calculated daily and compounded monthly. Client shall reimburse Amazing Transformations for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law (which Amazing Transformations does not waive by the exercise of any rights hereunder), Amazing Transformations shall be entitled to suspend the provision of any services and terminate this Agreement if the Client fails to pay any amounts when due hereunder.
5. **LIMITATION OF LIABILITY:** IN NO EVENT SHALL AMAZING TRANSFORMATIONS BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **TERM AND TERMINATION.** This Agreement shall commence as of the Effective Date and shall continue thereafter for a term of one year, unless sooner terminated pursuant to the terms of this Agreement; and if not terminated, this Agreement shall automatically renew on an annual basis. Either Party may terminate this Agreement by providing 30 days' written notice to the other Party. This Agreement may be terminated immediately by either Party if the other Party: (a) becomes insolvent; (b) is subject to any bankruptcy proceeding, or (c) has a receiver, trustee, custodian, or agent appointed to take charge of or sell any part of its business. Upon termination, all funds due to Amazing Transformations shall become immediately due and payable.
7. **NON-SOLICITATION:** Client agrees that it shall not enter into a direct employment relationship or an independent contractor agreement with any staff member of Amazing Transformations who at any time provided services under this agreement, during the term of this Agreement and for a period of (1) one calendar year from the end of any staff member's employment with Amazing Transformations.
8. **FORCE MAJEURE AND SCHOOL CLOSURES:** Amazing Transformations will not be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (which causes are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, Covid-19 or any other pandemic, changes in laws or regulations, national strikes, fire, or explosion. Should schools close or move to remote instruction, Client agrees to continue to utilize contracted staff from Amazing Transformations pursuant to this Agreement and Amazing Transformations agrees to provide virtual instruction or in-person services in student's homes when possible pursuant to local ordinances. If in-home support is not available, Amazing Transformations shall be allowed to provide support during remote instruction via a remote platform until in-home instruction can resume.
9. **ARBITRATION OF DISPUTES:** This Agreement shall be governed by and interpreted under the laws of New Jersey, except for this Paragraph, which shall be governed by the Federal Arbitration Act. The Parties agree that any controversy or claim arising out of or relating to this Agreement or the Client's relationship with Amazing Transformations, the enforceability of any provision of this Agreement and any and all claims the Client may have against Amazing Transformations and Amazing Transformations may have against the Client, its officers, directors, employees, affiliates, owners, parents, subsidiaries, assigns, shareholders, attorneys (collectively "Claims") shall be submitted to binding arbitration before one neutral arbitrator of the American Arbitration Association (the "AAA"), pursuant to the AAA's Commercial Arbitration Rules and Mediation Procedures. The arbitration shall be conducted in Voorhees Township, New Jersey, unless the Parties agree to a different location; and the neutral arbitrator shall be jointly chosen by the Parties. The decision of the arbitrator, including determination of the amount of damages suffered, if any, shall be exclusive, final and binding on the Parties. Each party shall be solely and exclusively responsible for its costs of

arbitrating any dispute, with the sole exception of the fee of the arbitrator, the record or transcript of the arbitration, and the cost of the facilities for the arbitration, which shall be borne equally by both parties.

10. **MISCELLANEOUS PROVISIONS:** The following provisions shall apply with respect to the interpretation of this Agreement.

- 10.1 **Applicable Law.** This Agreement shall be interpreted and enforced in accordance with the laws of the State of New Jersey.
- 10.2 **Entire Agreement.** This Agreement supersedes any and all prior agreements between the parties with regard to the matters contained herein and constitutes the entire agreement between the Parties hereto with regard to such matters.
- 10.3 **Modification.** This Agreement may only be amended or modified in writing and signed by both Parties.
- 10.4 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties. In no event shall this contract be assignable by the Client without prior written consent of Amazing Transformations. Amazing Transformations may assign this Agreement at any time to any person or entity without the consent of the Client.
- 10.5 **Captions.** Captions and paragraph headings contained in this Agreement are for convenience of reference only and in no way define, limit, or extend the scope of the paragraphs or the intent of any Provision hereof.
- 10.6 **Notices.** All notices to be given hereunder shall be mailed by certified delivery, return receipt requested, postage prepaid, as follows:

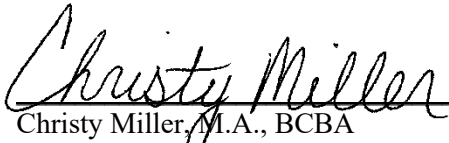
AMAZING TRANSFORMATION, LLC  
Attention: Executive Director  
500 S. Burnt Mill Road  
Voorhees, NJ 08043

CLIENT:  
Name: Springfield Township Board of Education  
Address: 2146 Jacksonville-Jobstown Road, Jobstown, NJ 08041

**IN WITNESS WHEREOF**, the parties have hereto set their hands and seals this day and date first above written.

AMAZING TRANSFORMATIONS, LLC

CLIENT

  
\_\_\_\_\_  
Christy Miller, M.A., BCBA  
Executive Director

\_\_\_\_\_

Date: 4/24/23

Date: \_\_\_\_\_