

Dr. Melissa DeVincentis, LMFT, BCBA-D, LBA (NYS)
Little Stars ABA Therapy and Counseling Center
Tel: 607-221-5303

[Email: mldevincentis@gmail.com](mailto:mldevincentis@gmail.com)
www.littlestarsaba.com

This Agreement is between Dr. Melissa DeVincentis, LMFT, BCBA-D, LBA and Vestal Central School District in which, Dr. DeVincentis will provide behavior analytic services to address the specific areas of consultation identified below. This Agreement is entered into this 22 day of September 2020 by and between Vestal Central School District(the “District”), 201 Main Street, Vestal, New York 13850 and Dr. Melissa DeVincentis, LMFT, BCBA-D, LBA, Little Stars ABA Therapy and Counseling Center(the “Contractor”), 153 Brookside Drive, Athens, PA, 18810, an independent contractor, in consideration of the mutual promises made herein, as follows:

Term of Agreement

This Agreement will become effective on September 1, 2020 and will continue in effect until Functional Behavior Assessment(s) and Behavioral Interventions Plan(s) are complete for the student(s) as requested by the District and accepted by the Contractor during the 2020-2021 school year.

Services to be Rendered by Contractor: Clinical Support

1) Contractor agrees to:

Dr. Melissa DeVincentis, LMFT, BCBA-D, LBA will provide behavior analytic support in the form of trainings and consultation as outlined in the IEP.

2) Method of Performing Services: Contractor, Dr. Melissa DeVincentis, LMFT, BCBA-D, LBA will determine the method, details, and means of performing the above-described services.

Compensation

In consideration for the services to be performed by the Contractor under the terms of the Agreement, the District agrees to pay \$150.00 per hour, per each student assigned to and accepted by the Contractor for such services and evaluations as set forth in the Agreement which includes travel time for each trip made to the District for behavior analytic services, consultation, training, record review, interviews, meetings, data collection, interview, and presentation of findings. The \$150.00 per hour rate will also be charged for time offsite required to complete treatment programs, data analysis, interviews, analysis, communication via email or phone, functional behavior assessment, and write-up of program recommendations. Payment is required on a monthly basis based on programmatic recommendation and consultation services and if not paid

within 30 days then unpaid balances after 30 days will accrue 1.0% per month. Payment shall be made to: Little Stars ABA Therapy and Counseling Center, Dr. Melissa DeVincentis, 153 Brookside Drive, Athens, PA 18810. The Contractor will provide the District with monthly invoices with details of work performed during the course of the previous month. Final reports and complete documents will be provided to the District by the Contractor.

Tools and Instruments

Contractor, Dr. Melissa DeVincentis, LMFT, BCBA-D, LBA, will supply all tools, equipment, and supplies required to perform the services under this Agreement.

Insurance

Contractor agrees to maintain a policy of insurance in the minimum amount of One Million Dollars (\$1,000,000) to cover any negligent acts committed by the Contractor during the performance of any services or duties under this Agreement.

Obligations of School District

Vestal Central School District agrees to meet the terms of all reasonable requests of the Contractor necessary to the performance of Contractor's duties under this Agreement. Releases of information should be signed by the school district and Dr. DeVincentis so that the independent functional behavior assessment can be sufficiently performed.

Confidentiality/Privacy

Contractor agrees that all information obtained in connection with the services provided for in this Agreement is deemed confidential information. Contractor, its employees, and/or agents shall not use, publish, discuss, disclose or communicate the contents of such information, directly or indirectly with third parties, except as provided for in this Agreement. Contractor further agrees that any information received by the Contractor during the course of the services provided pursuant to this Agreement which concerns the personal, financial, or other affairs of the District, its employees, agents, clients, and/or students will be treated by the Contractor, its employees, and/or agents in full confidence and will not be revealed to any other persons, firms, or organizations. In the event of a breach of the within confidentiality/privacy provision, the Contractor shall immediately notify the District and advise it as to the nature of the breach and the steps Contractor has taken to minimize said breach. The Contractor shall indemnify and hold the District harmless from any claims arising from its breach of the within confidentiality provision. The Contractor agrees to abide by all provisions of Education Law Section 2-d with respect to protection of student data. The parties further agree that the terms and conditions set forth herein shall survive the expiration and/or termination of this Agreement.

Termination of Agreement

Notwithstanding any other provisions of this Agreement, either party hereto may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Upon early

termination for any reason, the District shall be released from all responsibilities and obligations arising out of this Agreement, effective as of the date of termination, but the District shall be responsible for payment of all claims for services provided and costs incurred by the Contractor and her P.C., Little Stars ABA Therapy and Counseling Center prior to termination of this agreement.

Hold Harmless and Indemnification Provision

District agrees to defend, indemnify, and hold harmless the Contractor of any and all claims, causes of action, liabilities, judgments, costs, and expenses (including, without limitation, reasonable attorney's fees, time spent testifying utilizing Dr. DeVincentis' rate for court procedures) arising out of the acts or omissions of District- prior to this Agreement and the implementation of the Contractor's recommendations - and of its officers, employees, agents, and anyone else under the control of the District in performing the work under this Agreement. Dr. DeVincentis' right to indemnity under this section shall extend to its costs and expenses incurred in the enforcement of the promises made under this section. The promises made under this section shall survive the termination of this Agreement. The Contractor further agrees that it shall defend, indemnify and hold harmless the District its officers, directors, agents and employees for all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by the Contractor or any of its officers, directors, agents or employees taken or made with respect to this Agreement.

General Provisions

Notices

Any notices to be given hereunder by either party to the other may be affected either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change that address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of three (3) days after the date of mailing.

Entire Agreement

This Agreement supersedes all other agreements, either oral or in writing, between the parties hereto with respect to the performance of services by Contractor for the District and contains all the covenants and agreements between the parties with respect to the rendering of such services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any

party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

Partial Invalidity

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the latter day and year written below.

Vestal Central School District

By: _____
Mario Nunes, President, Board of Education

Date: _____9/22/20_____

Dr. Melissa DeVincentis, LMFT, BCBA-D, LBA, Little Stars ABA Therapy and Counseling Center.

By: _____
Dr. Melissa DeVincentis, LMFT, BCBA-D, LBA

Date: _____