



Brett DiNovi & Associates, L.L.C.

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Cherry Hill NJ 08002

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3000 Atrium Way #430
Mt. Laurel NJ 08054

South Jersey
1771 Springdale Rd
Cherry Hill NJ 08003

BDA Florida
13575 58th St N, Suite
114 Clearwater, FL
33760

New York
57 W. 57th St.
3rd & 4th floor
New York, NY 10019

Nevada: BDI
2300 W. Sahara Ave
#800
Las Vegas NV 89102

BDA Waterboro Maine
305 Main St.
Waterboro, ME 04087

BDA Pennsylvania
3331 Street Rd, Suite
430 Bensalem, PA
19020

BDA Texas
950 E. State Hwy 114
Suite 160, Southlake TX
76092

BDA California OLC
4050 W Metropolitan
Dr, Orange, CA 92868

Professional Advisory Board

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Author & Educator

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Foundation

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Vice President
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Proposal for Behavior/Educational Consultation July 1, 2024-June 30, 2025

Submitted to:

Alison Richman

Ventnor City Public School District
May 22, 2024

Submitted by:

Chasity Bright
Executive VP of Operations
Brett DiNovi & Associates, L.L.C.

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New Jersey Department of Education Agency Approval:

Pursuant to NJ Administrative Code (N.J.A.C. 14-5.2), Brett DiNovi & Associates, LLC is officially approved by the NJ Dept of Education to provide "Applied Behavior Analysis Services" & "Public School Home Instruction" services for school districts & students. Our approval can be viewed at: <https://www.nj.gov/education/specialed/clinics/>

Consultant Qualifications:

The Behavioral Consultants from Brett DiNovi & Associates are either:

- a) Masters or PhD level Board Certified Behavior Analysts (BCBA),
- b) BCaBA level clinician
- c) Behavioral Consultants with minimum of 7 years' experience consulting with Individuals with severe behavior problems; these professionals may not be Board Certified, however have equivalent experience and training.

Our consultants have provided clinical and organizational leadership for thousands of students, educational staff, and families both nationally and internationally. Presently we consult in over 700 schools across NJ, PA, NV, CA, ME, TX, FL, Saudi Arabia, and worldwide through remote consultation. Our consultants are also under leadership of worldwide recognized organizational behavior management experts to ensure interventions are implemented with treatment integrity. The Clinical Associate level consultant has extensive experience with students with challenging behaviors and learning difficulties, however they are not board certified. Our consultants have taught Applied Behavior Analysis courses at various colleges and universities. We consult in public schools, residential programs, other ABA organizations, and homes. Most of our Consultants have current training and competency in Crisis Training Procedures.

Brett DiNovi & Associates, L.L.C. maintains on file a valid:

- 1) NJ business registration certificate # 1417061
- 2) C. 271 Political Contribution Disclosure Form
- 3) Workers Compensation Insurance Amguard Insurance Company
- 4) NJ Div. of Contract Compliance & EEO Employee Info Report
- 5) Consultants' curriculum vitas
- 6) Professional Liability Insurance (aggregate total per year of \$3 million) through CPH & Associates Policy
- 7) W-9 Request for tax payer ID # & certification
- 8) Vendor Certification Form

Ventnor City Public School District July 1, 2024-June 30, 2025 Fee Schedule

Clinical Associates: \$57.50 per hour and at least 2.5 hours per week is required for preparation of materials at the aforementioned full hourly rate, which may include preparation of data collection books, extensive report writing (not progress notes), telephone meetings with clinicians & families, arriving early to schools to interact with school personnel prior to students arriving & after their departure from school, and strategizing specific behavioral contingencies for the client are all billed at the aforementioned full hourly rate. This clinician provides the majority of the consultation.

Behavior Support can also be provided at the rate of \$75 per hour

Behavior Consultant: Behavior Consultation will be provided at \$130 per hour, and at least 2 hours per week is required for preparation of materials at the aforementioned full hourly rate, which may include preparation of data collection books, extensive report writing (not progress notes), telephone meetings with clinicians & families, arriving early to schools to interact with school personnel prior to students arriving & after their departure from school, and clinical meetings strategizing specific behavioral contingencies for the client are all billed at the aforementioned full hourly rate. BDA Consultants are held to the Behavior Analyst Certification Code of Ethics and any ethical transgressions are required to be reported by BDA and our billing adjusted.

Functional Behavior Assessments

15 hours @ the Behavior Consultant Rate Listed Above

Brett Dinovi & Associates, LLC Clinical Associates will follow the school calendar schedule, which includes a minimum of 6 hours a day plus preparation time on full day schedules.

Invoices & Payments: Contract Renewal is based on a 12 month cycle. Electronic Invoices are sent on a bi-weekly basis. BDA will invoice the School District for the costs incurred to date. All payments may be made via check and should be mailed within to:

Brett DiNovi & Associates, L.L.C.

P.O. Box 8223

Cherry Hill, NJ 08002

If a payment is denied, services will not continue until BDA receives payment in full. All invoices are payable upon receipt within 30 days of the District's board meeting approval. The District shall pay interest on delinquent accounts at a rate established by the State Treasurer.

Binding Agreement: By accepting this proposal, as evidenced by the authorized signature below, the District understands and agrees that this signed proposal constitutes a binding contract between the Ventnor City Public School District (the "School District") and Brett DiNovi & Associates ("BDA") based on the terms set out throughout this document (this "Agreement").

Non-solicitation: The District understands and agrees that as an essential term of this Agreement, neither the District, nor any employee, agent or representative of the District, directly or indirectly on the District's behalf, will solicit or attempt to solicit, recruit, hire, retain, contract or otherwise engage with any BDA consultant or other employee or representative, to work or provide any services, directly or indirectly, for the District, at any time during the term of this Agreement, and any extension or renewal of this Agreement, and within a 2 year period following the last date BDA provides any services to the District. The District further understands that each BDA consultant has signed a non-compete agreement with BDA, which prohibits them from working or performing any services for any current or recent BDA client, except through BDA. The District understands and

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agrees that any violation of these provisions will cause irreparable harm to BDA, and will interfere with its contractual relations with its consultants/employees. Therefore, in the event of any actual or anticipated violation/breach of this Agreement by the District, BDA shall have the right to obtain injunctive or other equitable relief against the District from a court, without having to post a bond, and that the District will be responsible to reimburse BDA for all legal costs and expenses it incurs in pursuing such claims, including attorneys' fees, as well as for any monetary damages BDA incurs due to the breach.

Mutual Indemnification: BDA agrees to indemnify, defend and hold harmless, the School District, its officers, employees, agents and representatives (collectively, "School District agents"), against any and all claims, demands, costs, liabilities, damages, losses, charges, and expenses, penalties and judgments, including reasonable attorney's fees and other expenses (collectively, "Claims"), to which the School District or any School District agent may be subject or incur, as a direct or indirect consequence of, or arising from BDA's, or any of its officers, employees, consultants, agents or representatives (collectively, "BDA staff"), negligent and/or intentional acts, errors, or omissions, including by reason of: (a) any failure by BDA or any BDA staff to perform any covenant or agreement of BDA set forth in this Agreement; (b) the death or injury to any individual, or damage to or loss of the School District's property, due to the negligence and/or willful acts of BDA or any BDA staff; or (c) any breach by BDA or any BDA staff of any representation, warranty, or covenant under this Agreement. The parties agree that Claims for personal injuries incurred by any School District employees shall be limited to whatever benefits, if any, are provided by the School District's own workers' compensation insurance coverage. For all other Claims, BDA's liability shall be limited to the extent provided by its general liability insurance coverage.

The School District agrees to indemnify, defend and hold harmless, BDA and any BDA staff, against any and all claims, demands, costs, liabilities, damages, losses, charges, and expenses, penalties and judgments, including reasonable attorney's fees and other expenses (collectively, "Claims"), to which BDA or any BDA staff may be subject or incur, as a direct or indirect consequence of, or arising from the School District's, or any School District agent's, negligent and/or intentional acts, errors, or omissions, including by reason of: (a) any failure by the School District or any School District agent(s) to perform any covenant or agreement of the School District set forth in this Agreement; (b) the death or injury to any individual, or damage to or loss of BDA's property due to the negligence and/or willful acts of the School District or any School District agent; or (c) any breach by the School District or any School District agent of any representation, warranty, or covenant under this Agreement. The parties agree that Claims for personal injuries incurred by any BDA employees shall be limited to whatever benefits, if any, are provided by BDA's own workers' compensation insurance coverage. For all other Claims, the School District's liability shall be limited to the extent provided by its general liability insurance coverage.

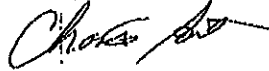
Complete Agreement, Governing Law and Termination: This Agreement shall constitute the entire agreement between BDA and the School District, and any modifications to this Agreement must be made in writing and signed by authorized representatives of each party. This Agreement shall be binding upon the School District and BDA, and shall be governed by the laws of the State of New Jersey. Either party may terminate this Agreement at any time and for any reason by providing the other party with at least sixty (60) days' prior written notice (with the exception of failure to receive payments which BDA may provide only a 2-week notice for termination of the agreement). In the event this Agreement is terminated by either party and for any reason, the School District agrees to make prompt payment to BDA of all invoices, for all services performed up through the effective date of termination.

We look forward to being considered to provide behavior consultation services for your school

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district. Please confirm requested service(s), sign below and return to my attention to the following email address: chasity@brettdassociates.com. Please do not hesitate to call me at (856) 628-1686 if you have any questions regarding this contract.

Sincerely,



Chasity Bright
Executive Vice President of Operations
Brett DiNovi & Associates, L.L.C.

By my signature below, I certify that: 1 - I fully read and understand all terms of this Agreement; 2 - the School District agrees to be bound by all terms of this Agreement, including providing payments listed above in exchange for BDA providing any services to the School District; and 3 - I am authorized by the School District to sign this Agreement and to bind the School District to all terms of this Agreement.

Signature of Authorized School District Administrator

Date

Printed Name and Title of Authorized School Administrator

Name & Address of School District