



Independent Contract Agreement

This Independent Contract Agreement made on _____ of 20____ by and between **Gentry Public School District (and Decatur?)** (employer) and Makenzie McCutchen, M.Ed., BCBA as part of Lighthouse ABA and Behavioral Consulting. Makenzie McCutchen and Lighthouse ABA and Behavioral Consulting will be used interchangeably, as this contract will be made between Makenzie McCutchen and will also be made effective between Lighthouse ABA and Behavioral Consulting when official documents of approval are obtained for LLC.

Makenzie McCutchen/ Lighthouse ABA and Behavioral Consulting is an independent contractor willing to provide certain skills and abilities to the Employer that the Employer has a demand and needs.

In consideration of the mutual terms, conditions, and covenants hereinafter set forth, Employer and Makenzie McCutchen/ Lighthouse ABA and Behavioral Consulting agree as follows:

1. **Work Status:** The employer hereby employs Makenzie McCutchen/ Lighthouse ABA and Behavioral Consulting as an independent contractor, and Makenzie McCutchen/ Lighthouse ABA and Behavioral Consulting hereby accepts employment.
2. **Start/End Dates:** The term of the agreement shall commence on _____, 20____.
3. **Service(s) provided:** The employer shall pay to Makenzie McCutchen/ Lighthouse ABA and Behavioral Consulting and shall accept from the employer as compensation for the following services provided:
 - ABA Therapy
 - Functional Behavior Assessments
 - Behavior Support Plans
 - Consultations
 - Staff/Parent Trainings
 - Crisis Management
 - Data Collection
 - Client Observations
 - Program Modification
 - Direct Therapy
 - Assessments
 - Treatment Plan Development
 - Goal Writing
 - File Review
 - And any other services rendered necessary by employer and the employed

4. Compensation: The employer shall compensate Makenzie McCutchen/ Lighthouse ABA and Behavioral Consulting in full for services provided within 15 days of receiving the invoice or acquire a \$ 20 late fee for each day past the due date. Employer agrees to pay Makenzie McCutchen/ Lighthouse ABA and Behavioral Consulting at the following rates for services:

- \$80 per hour for services provided by BCBA/ BCaBA
- \$60 per hour for services provided by RBT provided by Lighthouse ABA and Behavioral Consulting

Makenzie McCutchen/ Lighthouse ABA and Behavioral Consulting carry general liability and professional liability insurance for its services and providers. Makenzie McCutchen/ Lighthouse ABA and Behavioral Consulting will require state and federal background checks on all employees and contractors as well as maltreatment reports. If the employer requires anything additional for services providers the employer will be responsible for covering the cost for the additional certificates, training, etc.

It is understood that Makenzie McCutchen/ Lighthouse ABA and Behavioral Consulting employees and contractors are all mandated reporters and by signing below the employer agrees to handle any and all suspected or observed child abuse or neglect with the utmost urgency and seriousness. In the event that an incident must be reported the employer and Makenzie McCutchen/ Lighthouse ABA and Behavioral Consulting agree to work as a team to resolve the matter.

By signing below, it is understood by the employer that the contractual fees acquired by services rendered will not be reimbursed once the provider becomes in network as previously discussed. It is also understood that the employer will continue to reimburse Makenzie McCutchen/ Lighthouse ABA and Behavioral Consulting for services as outlined in this contract and will handle reimbursement from insurance when applicable.

By signing below, it is understood by the employer that for services to be reimbursed by insurance, it is required by the employee to provide ABA therapy with a full evaluation, treatment plan, and behavior support plan and all behavioral concerns should be redirected to the clients BCaBA/BCBA and all treatment plans and protocols should be adhered to by all staff working with the client.

It is also understood that Makenzie McCutchen will provide up to 35 hours of ABA and Behavioral Consulting services per week. Services will be documented and submitted to employer on a monthly basis or as needed. In the event that our technician, BCaBA, or BCBA are unable to provide services, the school will be responsible to find support for the client for the day(s) in which staffers are out.

Employer sign and date below if you agree to the terms of this contract.

Makenzie McCutchen/ Lighthouse ABA and Behavioral Consulting sign and date below if you agree to the terms of this contract.
