**CONTRACT**

This shall serve as a letter of agreement (thereinafter designated as “Agreement”) between **SHINE ABA SOLUTIONS** and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (**name**) who is an BT/RBT, herein designated as “Associate”.

This Agreement will be effective from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**(date)** unless terminated earlier in accordance with the terms of this Agreement.

According to this Agreement, the Associate will provide his or her specialized services under the terms and conditions specified herein. Associate shall indemnify and hold harmless **SHINE ABA SOLUTIONS** against any claims, losses, and expenses incurred arising out of the performance of Associate’s services under this Agreement, caused in whole or in part by any negligent acts or omission of Associate.

It is expected that all state and federal codes, especially those regarding Individuals with Disabilities, will be adhered to at all times. The associate shall also adhere to appropriate codes of confidentiality at all times. It is expected that all functions by Associate will be executed in a manner consistent with the codes of ethics for allied health and mental heal series providers and educational specialists. It is expected that all licenses, certifications, insurance coverage or any other mandatory requirements needed by Associate in order for Associate to completely perform the services described herein, shall be valid and in good standing at all times during the term of this Agreement.

**SHINE ABA SOLUTIONS** reserves the unconditional right to suspend the Associate from the duties contemplated in this agreement (and terminate the relationship), in the event the Associate is performing services without (1) valid credentials in good standing, (2) a signed contract or Agreement, or (3) is in violation of any provision of **SHINE ABA SOLUTIONS** policies or procedures. Any questionable practice by Associate, at the sole and exclusive discretion of **SHINE ABA SOLUTIONS** shall be grounds for termination of this Agreement and discontinuance of this working relationship.

Any associate providing services to any family and/or agency under the terms of this Agreement shall be prohibited from soliciting or accepting employment, having an independent relationship, or engage in any other business relationship with that

family and/or agency for two (2) years from the date of termination of this Agreement.

The Associate agrees to fully adhere to the terms of this agreement with SHINE ABA SOLUTIONS, for which he or she will be paid a fee of \_\_\_\_\_\_\_\_\_ per 60 minutes, to provide individual treatment.

The Associate will be paid Semimonthly when the below time frame is met. Associate will not receive any payment for no shows (regardless of the reason).
For services provided from the 1st to the 15th of the month, will be paid on or about the 15th of the following month. Services rendered from the 16th to the end of the month will be paid at the end of the following month.

All sessions must be rendered on Rethink no later than the 5th of the following month. Any sessions rendered after the 5th of the following month; payment will be delayed.

**SHINE ABA SOLUTIONS** will make no fee payments unless verified by the receipt of said required information. By failing to submit required paperwork by the terms of this contract, the provider waives his or her rights to payment.

This Agreement may only be amended by mutual consent and signature of both parties. In the event of any dispute between the parties concerning this Agreement, this Agreement shall be construed in accordance with the laws of the state of New York and adjudicated in the courts located in the state of New York.

In the event of a breach or a threatened or intended breach of this Agreement by Associate, **SHINE ABA SOLUTIONS** shall be entitled to seek all available remedies at law or in equity, including any expenses associated with such enforcement of this agreement.

|  |  |
| --- | --- |
| Acknowledged and Agreed: |  |
| BT/RBT  | Date: |
| SHINE ABA SOLUTIONS  | Date: |