Dear Company Name Family,

We’ve just finalized and executed a contract for ABA services with Children’s Hospital in City, State. As Cities first acute care facility dedicated solely to children, Children’s Hospital was designed to ensure the highest quality pediatric care for children with even the most complex or chronic conditions.

This opportunity is the result of a grant awarded to the Children’s Hospital for management of children requiring ABA therapy. This grant applies to children on the Autism Spectrum, as well as a wide range of other developmental and emotional diagnosis along a broad spectrum (e.g. mental retardation, Down Syndrome, CP, ADHD, etc.).

This contract was successfully negotiated over a three-month period and is the result of Company Name proven track record of successful management of children on the Autism Spectrum, strong operational capabilities, our scientific data collection capabilities, and most importantly, our outstanding staff of Behavior Analysts.

One of the success points that will drive this contract surrounds Company Name ability to record and chart data for outcomes measurements. Data is critical to this relationship with Children’s Hospital as they will continue to apply for grant funding, and data is necessary to prove efficacy of therapy. Because data is critically important, anyone participating in this contract will be required to maintain current records, and must collect and display data in accordance with best practices.

All of Company Name Behavior Analyst providers will be required to execute several documents in order to participate in this grant project. Everyone that works with referrals from Children’s Hospital will sign an Acknowledgement of Responsibilities Form. This must be completed before providing ABA services as a part of this contract. Company Names will provide the form to sign and an overview of responsibilities associated with this relationship.

**Collaboration –**

BCBA-D’s will be the Behavioral Team Leader for each case, and a team comprising a BCBA and other Behavior Therapists to support their plan for the children referred to Company Name by Children’s Hospital.

This contract will break from Company Name typical stylistic approach of utilizing as much collaboration on cases as possible. For this contract, a single BCBA will be paired with a technician or BCaBA, and they, along with the BCBA-D of record for the case, will make up the team for each client.

**Policies and Procedures for Children’s Hospital cases:**

**Client Cases will be broken down by specific Payor Types:**

1. **Rates for clients without ASD diagnosis**

FBA (Only BCBA-Ds) - $700

BCBA-D - $120/hr

BCBA Directors - $90/hr

BCBA - $85/hr

BCaBA - $47/hr

BSA (Beh Asst) or RBT - $20/hr

**For ASD only clients**

Company Name agreed to serve children diagnosed with ASD. However, Company Name negotiated separate rates and have created another tier of payout for our Behavior Analysts for those children who are part of the Children’s Hospital grant project that fall into this category.

**Rates for ASD cases**

FBA (Only BCBA-Ds) - $600

BCBA-D - $110/hr

BCBA Directors - $85

BCBA - $80/hr

BCaBA - $42/hr

BSA (Beh Asst) or RBT - $20/hr

**Rates for ASD Cases with Private Insurance**

FBA (Only BCBA-Ds) - $700 NOTE: Must also develop the BASP for Private Insurance Cases at this rate.

BCBA-D - $120/hr

BCBA Directors - $85

BCBA - $80/hr

BCaBA - $42/hr

BSA (Beh Asst) or RBT - $20/hr

**Time Requirement for transferring off St. Joseph’s Children’s Hospital clients –**

Due to the importance of this contract and keeping services consistent to ensure the best possible treatment outcomes, an additional time period is required for anyone who desires

to come off of a Children’s Hospital case once they begin therapy. Typically, to ensure continuity of care, all contracts with Company Name include a mandatory 30-day period

from the time someone resigns from Company Name until they come off cases. However, this period is to 60 days for anyone who takes a Children’s Hospital case.

Company Name will work hard to transfer cases to new analysts should a current treatment team member transitions away from a St. Joseph’s Children’s Hospital case. If we are able to make the shift occur prior to the 60-day period, we will certainly do so. If we are not able to make alternate arrangements, then the **BCBA/BCaBA/RBT** will be required to complete the entire 60-day period.

**A BCBA/BCaBA/RBT that fails to adhere to this requirement is agreeing to forfeit any remaining monies they are due from the Children’ Hospital cases.** This contract is very important, and any BCBAs who has doubts about their ability to fulfill the 60-day resignation requirement, should carefully consider whether they participate in Children’s Hospital referrals to Company Name.

**Requirements for Progress Report Documentation –**

BASP Developed by LEAD BCBA and BCBA-D

Monthly Reports by LEAD BCBA or BCBA-D

Quarterly Reports by LEAD BCBA or BCBA-D

Annual Reports by LEAD BCBA or BCBA-D

Requests for ongoing services every 90 days all must be approved by BCBA-D

ALL reports must have graphs and summaries of services included with the report. The only exception to this is the initial monthly report. These must contain summaries of services, and if possible, some sort of graphical displays. We cannot stress enough how important the graphical displays and DATA are to the grant. They intend to utilize our DATA and the improvement we show with clients to help secure another year of the grant for their hospital. Our contract with them is for 1 year and will be evaluated for renewal on a yearly basis.

Monthly reports are due on the Insert Due Date, no exceptions. If even one day of services occurs in a month, that counts as the first monthly report, and must be completed. If there is no graphical data to display, then simply listing a summary of services so far will suffice. *Example: First date of direct service is January 28th, that would mean the first monthly is due February 3rd and should contain information on Jan 28th-31st.*

**File Storage and HIPAA Compliance –**

Children’s Hospital requires that we maintain client files for 4 years on a hard drive or off site specialize file storage. Company Name will likewise be keeping files, but anyone participating

should also be prepared for this requirement. All files and file sharing must be HIPAA compliant. All BSAs in the company will have new Company Name HIPAA secure emails purchased for them.

Reports, intakes, and all other files should always be sent to: EmailHandle@YourCompany.com

**Beginning services:**

Once a referral is received by Company Name, it will be assigned to one of our BCBA-D’s to begin the treatment process. The first 30 days - starting from the date of first visit - will comprise the “Initial Treatment Phase” during which the BASP is developed. The BCBA-D will be present for the initial contact and will obtain all consents from the client’s parent/caregiver to be able to provide services. During the initial treatment phase the services will be provided only by a BCBA or BCBA-D. Once the BASP is completed, Company Name will communicate in writing to the CCC Unit Grant Coordinator our recommendation for services, along with all intakes and consents.

Once the approval is received by Company Name for ongoing services, the BCBA-D will schedule a meeting with the family and Behavioral team to familiarize everyone with the plan and establish services. If additional BCBA-D training of the team is required for a very complex case, it must first be recommended and approved in the ongoing request for services submitted along with the BASP. The “initial treatment phase” will consist of the time when the initial BASP is being developed. During that time the PhD’s will work more direct hours with cases to ensure quality treatment protocols are developed. After the initial treatment phase, any alterations to requested hours will be noted and any BCBA hours that can be filled by technicians or behavior assistants at lower rates without decreasing treatment efficacy will be replaced.

The BCBA-D is the primary person responsible for maintaining oversight of the case and will at a minimum conduct a team meeting once every 4-6 weeks with the families and any members of the behavioral team (Even these hours must be requested in ongoing service recommendations). This oversight will ensure top-quality care is maintained and improvements in client deficits are made as quickly and efficiently as possible.

**Deadlines for Company Name to meet –**

1. All clients will be contacted within 5 business days of referral from the grant. Any clients whom Company Name cannot reach within 5 business days will be referred to CCC with notations of number of attempts to contact.
2. All Clients will have an excel spreadsheet produced for them that contains the following information within 7 days of starting a case: Due dates of Monthly/Quarterly/Annual reports. Due date for BASP and initial treatment phase (30 days). Due dates of all requests for approvals for ongoing services. Due dates for all billing cycles. An excel spreadsheet will be created for each client containing these dates for reference.
3. Monthly reports will be produced for all months in which a single date of direct service is provided. The monthly report will be due on the 3rd day of the following month.
4. All BASPs (Behavior Analysis Service Plans) will be completed in their initial draft state by 30 days from the initial date of service and turned in to CCC. This period will comprise the “initial treatment phase”.
5. Quarterly Reports will be provided in lieu of the 3rd, 6th, and 9th monthly reports for clients. They will have the same due dates as the monthly reports, the 3rd of the following month. It is agreed that Company Name will withhold billing the grant for any hours until files that are out of compliance are provided to the grant for record keeping. At that time, any billing Company Name was withholding due to being out of compliance with these agreed upon dates, will be submitted.

**Skill Assessments in BASPs if BCBA-D Recommends –**

A component of the Initial Treatment Phase is the development of the BASP within the first 30 days. This may include an official Skill Development Assessment or Protocol. If the BCBA who is assigned the case is unfamiliar with the assessment(s) that the BCBA-D recommends, then the BCBA-D will implement the assessment and train the BCBA on it. IF a BCBA doesn’t know how to utilize the assessments chosen, then BCBA-D will bill hourly and train the BCBA on the assessment utilized. The BCBA will be able to bill as well, but this should only have to occur once per unfamiliar assessment. BCBAs are required to purchase the assessment their BCBA-D recommends. This will be a great time for all BCBAs to learn a variety of novel assessments. Once a BCBA is trained, future cases that utilize the same assessment can be completed solely by the BCBA.

For very complex cases, the BCBA-D may maintain some direct service hours to engage in future training or direct oversight on the case. This will not occur very often, as the BCBA-Ds will be needed to continually manage new cases and teams.

**NON-ASD Cases** – For cases where ASD is not a diagnosis, BCBA-D’s can write in additional training time for the first month of services. This should help with training BCBAs on unfamiliar diagnoses to give them a boost. In cases such as this, BCBA-D’s may desire to recommend higher numbers of hours for the initial month or two in order to ensure quality training of analysts. Timeline for fading of these hours must be noted in the FBA.

IF a BCBA requests aid on a case from a BCBA-D, and no BCBA-D hours were not requested/approved, then the BCBA will have to work unpaid while BCBA-D bills at the BCBA level. IF the BCBA-D hours were requested/approved, then both BCBA and BCBA-D will be able to bill simultaneously. This is dependent on BCBA-D’s FBA and clinical recommendations.

**FOR PRIVATE INSURANCE CASES –**

Part of Company Name contract with Children’s Hospital includes the usage of client’s private insurance to bear a partial cost of services (so the grant doesn’t bear the full burden). This will be a minority of clientele and will include only those clients who are part of Children’s Hospital, have ASD, and have private insurance. Company Name will bill private insurance first, and CHILDREN’S HOSPITAL will pick up the remaining dollar amount in these cases.

FBA/BASP for Private insurance Children’s Hospital cases – The BCBA-D will be required to complete the BASP in these situations. This is because every private insurance carrier combines the FBA and BASP into one document. They also require detail in order to approve services.

 

**Materials for Services –**

Any BCBA who is taking Children’s Hospital cases will be required to purchase any materials necessary to provide services according to best practices. This includes any assessment books and assessments that are needed for the clients. This means that any BCBAs who take on Children’s Hospital cases should expect to have a cost to bear in order to provide top quality treatment. Whether it is materials for an assessment that they may not yet own, or materials for laminating and creating visual schedules, materials for token economies, or any other items relevant for quality treatment, the BCBA is responsible for obtaining and paying for these materials. The reimbursement rates are such that this should be only a minor burden, but it is crucial that everyone understand their responsibility in this arrangement.

**Indirect Billable Activities –**

**1.** During the first 30 days, the Behavior Analyst will use indirect hours to write the behavior analysis service plan (BASP). BASP will be revised constantly to ensure graphical displays and programs are current. The BASP will be prepared as summarized below:

1. Behavior Analysis Service Plan (BASP):The Behavior Analyst will create an individualized BASP based on the FBA. The Behavior Analyst will use a systematic, structured, and team-based approach to planning, developing, and implementing behavioral interventions for specific target behaviors of individual clients by including the following in the BASP:
	* 1. Problem Behaviors: behaviors that are expected to be reduced.
		2. Replacement Behaviors: behaviors that will serve as functional alternative behaviors to the problem behaviors.
		3. Skill Deficits: Areas that need improvement, such as ability to speak, being trained to use the toilet appropriately, or other necessary life skills. Social Skill deficits will be noted here with any appropriate goals needed.
		4. Antecedent Manipulations: preventative strategies that should assist in decreasing the likelihood of the client engaging in problem behaviors based on the function of the problem behaviors.
		5. Skill Building Strategies: detailed description of how to improve skill deficits and reach outlined goals.
		6. Reactive Management Strategies: clear steps that define how to respond and manage problem behaviors.
		7. Procedures for Achieving Generalization: specific strategies to promote replacement behaviors taught explicitly across settings and people.
		8. Data Collection Procedures: methods to objectively measure and document behavior change.
		9. Planned Subsequent Goals once target(s) reached OR Plan for Fading service hours once certain goals are met. Subsequent goals will not have detailed programs written for them until the prerequisite skills are mastered.
		10. BCBA-D, Lead BCBA, BCaBA (if applicable) and BSA/RBT contact info.
		11. Due dates of BASP/Monthly/Quarterly/Annual reports. An Excel spreadsheet will be created for this.
		12. Plan for parent training.
		13. Client availability and schedule for services (can be malleable depending on client’s schedule changes and needs – note known changes in plan).
		14. Must be completed by the due date – 30 days after initial visit, and must have accompanying request for ongoing services.
		15. Any hours that exceed the 20% indirects must be completed without charge
2. **Behavior Data Collection:** Each client receiving services will have behavior data sheets. Behavior data will be collected as defined in the BASP. The Behavior Analyst will create individual client data sheets based on the client’s behavior protocol. The Behavior Analyst will determine the type of data collection system used to monitor client progress. The goal is to make the collection of data as easy as possible for staff/family members, and to provide the analysts and assistants with consistent systems to collect data themselves.

Data sheets are important and are needed to track behavioral progress or lack of progress. They are essential to have for each client who has a BASP so that behavioral goals and objectives can be accurately updated and implemented. Due to the importance of data to this grant, data systems and tracking will be a significant focus of all

1. programming and will be regularly updated or modified to ensure parental fidelity when recording behavior.
2. **Graphing and Analyzing Data:** The Behavior Analyst will be responsible for graphing the data collected by him or herself and/or Parents and anyone else involved in the case. All graphical displays will be completed according to best practices and will be updated weekly and included in monthly, quarterly, and annual reports. Updated graphical displays will also be included in the BASP.
3. **Progress Reports:** The Behavior Analyst will complete monthly and quarterly progress reports and submit them to CCC administration and families. Monthly reports will contain demographics, data, graphs, and service summaries, as well as graphical displays (except for the first monthly report, which may only contain a summary of service depending on how late in the month services started). Quarterly reports will include: demographic information; a summary of services provided; corresponding graphs with trend lines for target/replacement behaviors; a summary of what the data means (level, trend, variability); and recommendations for the following quarter. An Annual Report will be completed to provide a concise summary and display of the year’s gains and focus for the following quarter pending further approval of ABA therapy.
4. **Physician/Therapist/Staff/Parent Consultation or Training** - **Client Not Present:** The Behavior Analyst can meet with parents of clients or with the treatment team to engage in parent consultation or planning for behavioral strategies. The Behavior Analyst can also provide consultation services as needed. Collaboration with other disciplines is something we are comfortable doing and can assist in the development of treatment goals. We can also aid in receiving OT/SLP/PT or any other medically necessary treatment that is inhibited from occurring by problem behaviors or skill deficits. In addition, the Behavior Analyst can offer support concerning behavioral and instructional strategies to assist in behavioral and/or instructional teaching programs based on peer-reviewed behavior analysis literature (i.e., behavioral strategies). One of these meetings will occur at least once every 4-6 weeks led by the BCBA-D and will include the behavioral team and parent/caregiver. These update meetings ensure that the families are satisfied with the treatment and assists with guiding the direction of treatment over the upcoming 4-6 weeks of therapy. These meetings also allow the families to maintain regular contact with the BCBA-D and ensure great satisfaction with services. It is billed this way if the client is not present.

**Note on amount of Indirect Billing** – The amount of indirect services available are contingent on the amount of direct services provided by the entire team (BCBA-D, BCBA, BCaBA, BSA/RBT). **The amount of indirect services can never exceed 20% of the total direct hours approved for services**. This means, if a client is approved for 20 hours weekly of direct services,

then 4 hours of that can be billed for indirect work as long as the indirect work is necessary. If for some reason, the amount of indirect work required exceeds the 20% rule, then that work will

be unbillable by the Analyst but still must be completed. BCBA-D’s, BCBAs, and BCaBAs all draw from the same 20% indirect pool of hours. The 20% rule will be calculated Monthly.

**Direct Billable Activities:**

1. **Direct Observation of Clients**: The Behavior Analyst will conduct direct observations in order to:
	1. Observe the antecedents that evoke (bring forth) problem behaviors and the consequences that are maintaining problem behaviors.
	2. Collect data on problem behaviors and replacement behaviors.
	3. Identify and recommend environmental modifications such as: classroom/clinic/house organization, physical environmental factors, and general client management that may positively impact the behavioral and instructional programming for clients.
	4. Monitor client in novel environments to note ways to improve behaviors or see how situations may impact the client.
2. **Probing Behavior and Instructional Procedures:** The Behavior Analyst may find it necessary to probe certain antecedents that might bring forth problem behaviors and/or instructional strategies prior to making an instructional recommendation. Probing behavior and instructional procedures will be directly implemented by the Behavior Analyst. Finally, Company Name has assessments that they can administer to obtain a client’s present level of performance (PLOP) so that appropriate behavioral and individual goals and objectives (IGO) can be written if not immediately clear.
3. **Direct Training of Client:** The Behavior Analyst will provide direct services to the client. This will be a major component of seeing lasting and effective change. Beyond the parent training on the client’s specific behaviors of concern, a number of individualized interventions that will require implementation by trained behavioral staff will also be utilized for each client. In

addition, the Behavior Analyst may provide direct services to a client in a group setting for social skills instruction or another type of ABA group therapy if that is a focus of treatment.

1. **Supervision of Behavioral Team:** The Behavior Analyst will work simultaneously at times with other members of the behavioral treatment team (BCaBA or RBT/Behavior Assistant). This is to ensure programming is followed with fidelity and programs are updated regularly. Supervision will occur throughout the treatment process to ensure service quality is maintained and treatment focus is refined throughout treatment.
2. **CCC Staff/ Physician/ Therapist/ Parent Consultation or Training:** The Behavior Analyst can meet with parents of clients or with the treatment team to engage in parent consultation or planning of behavior strategies. The Behavior Analyst can also provide consultation services as needed. Collaboration with other disciplines is something we are comfortable doing and can assist in the development of treatment goals. We can also aid in receiving OT/SLP/PT or any other medically necessary treatment that is inhibited from occurring by problem behaviors or skill deficits. In addition, the Behavior Analyst can offer support concerning behavioral and instructional strategies to assist in behavioral and/or instructional teaching programs based on peer-reviewed behavior analysis literature (i.e., behavioral strategies). One of these meetings will occur at least once every 4-6 weeks led by the BCBA-D and will include the behavioral team and parent.

**SOP Flow Chart:**

Client Referral from CCC 🡪 Initial Treatment Phase STARTS (30 days): Begin intake and establish services with PhD and BCBA and family 🡪 Create Data Sheets for targets for increase and decrease 🡪 Begin Skill assessments (If needed) and creation of reduction protocols 🡪 Complete first monthly report on services 🡪 Deliver the BASP to CCC by Day 30 of treatment. This period of time will comprise the “Initial Treatment Phase” (NOTE: Sometimes the BASP will be due before the first monthly report, it depends on when in the month the client began to receive services) 🡪 Submit request for ongoing services along with BASP (This will contain specific hours for behavior technician and BCBA, as well as hours needed for PhD oversight [treatment team/parent meetings etc.]) 🡪 Receive approval from CCC to apply ongoing services according to recommendations. 🡪 BCBA-D /BCBA train assistants and/or BCaBAs on finalized protocols in BASP 🡪 Maintain services, update programs, complete reports on time 🡪 BCBA-D has meeting with family and team every 4-6 weeks to maintain contact with families, ensure top quality services, and facilitate greater improvements. 🡪 Quarterly continued requests for services are made to CCC based on client progress. 🡪 CCC approves ongoing services on a quarterly basis.

**QuickBooks and Billing –**

In order to ensure accurate billing and quality services, Company Name has purchased a second QuickBooks account for this contract specifically. Details of this will be provided subsequently.

**Billing in Units** – Company Name contract utilizes the same unit ratio as private insurance. Meaning that one unit equates to 30 minutes of services. In order to qualify to bill for a unit of service, at least 16 minutes of service are required. Example, BCBA works from 3pm-3:46pm. This would qualify as 2 units of service.

**Progress note completion** – As with Medicaid, all Children’s Hospital clients will have Daily Progress Notes (DPNs) which will be completed and sent to Children’s Hospital along with invoices. The appropriate DPN’s have been created and are attached for your record. Please complete case notes as required within this P+P manual and according to best practices.

**Planned Audit**:

Due to the size and scope of this contract, a planned audit was agreed to by both parties to ensure proper record keeping compliance. For our part, Company Name is requiring that all Analysts keep their files up to date in order to be promptly paid for services rendered. If any files are found to be out of compliance, then Company Name will require Analysts to complete the items that are lacking or incorrectly completed in order to receive payment for services. Company Name agrees not to bill the grant for any hours completed while files are not in compliance with the above and agreed terms until the requisite files are completed. At that point any hours Company Name has not submitted due to paperwork found to be out of compliance with these terms will be submitted for billing. This Audit will be completed internally at least once a quarter, and the results will be provided to CCC to ensure all files are current for CCC’s records.

For Private Insurance clients for whom Company Name is billing Private Insurance first, the paperwork audit will be based on the start of service date according to the Private Insurance provider. Any variations in paperwork requirement will be audited according to the standards of the Private Insurance carrier being billed, and not the above stated grant based guidelines. This is necessary because when billing for ABA services through the Private Insurance carriers, it is imperative that Company Name operate according to their required standards. Failing to do so can result in the interruption or cancellation of ABA services.

**Billing:**

All CCC billing will occur on the same bi-weekly basis we utilize for all clients. Payment for services billed will be schedule for every 2 weeks. All billing will be by invoice and include **an additional Spreadsheet required to be used for billing purposes** – This will be completed by everyone, all BCBA-Ds / BCBAs / BCaBAs / BSAs, and these spreadsheets should contain the following information –

1. Client first initial and last name.
2. Date of services
3. Provider name and level
4. Type of service delivered
5. Direct or Indirect
6. Time in
7. Time out

Additionally, all DPNs documentation will be included for all services provided.

All DPNs as required files should be sent to EmailHandle@YourCompany.com

**CHILDREN’S HOSPITAL Policy and Procedure Consent to Terms**

This policy and procedure and the signature page will serve as documentation that all of the Company Name family has read and agreed to abide by the terms contained herein. In order to begin any Children’s Hospital cases, this document must be signed and returned in its entirety (not just the signature page).

All Company Name contracted providers will also be required to sign a document that outlines the Provider’s duties and responsibilities under the Children’s Hospital Services Agreement – referred to as Attachment A – Acknowledgement of Provider.

**Company Name –CHILDREN’S HOSPITAL P&P Sign-off and Non-Disclosure**

I have received a copy of Company Names Policy and Procedure manual based on the terms of the contract with the Children’s Hospital grant. I have reviewed the policies and procedures contained herein and agree to abide by all of the requirements listed. If I should fail to abide by the terms of this manual, I agree that the consequences outlined within will be acceptable to me, including forfeiture of pay, withholding of pay until required documentation is completed, or any other consequence listed in this manual for failing to provide ABA (Applied Behavior Analysis) services to the level that I have agreed to do so.

I have also reviewed my Independent Contractor Agreement with Full Spectrum Behavior Analysis, LLC (DBA Full Spectrum ABA; 3PhDs Applied Behavior Analysis Therapy) and reaffirm my understanding and agreement to all of the terms contained therein.

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BCBA-D/BCBA/BCaBA/BSA/RBT Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Name General Manager / Owner Date

**CONFIDENTIAL DISCLOSURE AGREEMENT**

This AGREEMENT is made as of the date last executed below (the “Effective Date") by and between Company Name, a Business Formation with its principal place of business at location of business headquarters (hereinafter referred to as the "Disclosing Party"), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, an individual, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the company owned and operated by the individual, with their principal address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, State \_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the “Receiving Party”).

RECITALS

The Receiving Party understands that the Disclosing Party has disclosed or may disclose information relating to a unique business model arising from the changes to rates of pay and other areas under the new governing regulations of the Grant with Children’s Hospital, which to the extent previously, presently, or subsequently disclosed to the Receiving Party is hereinafter referred to as "Proprietary Information" of the Disclosing Party.

OPERATIVE PROVISIONS

In consideration of the disclosure of Proprietary Information by the Disclosing Party, the Receiving Party hereby agrees: (i) to hold the Proprietary Information in strict confidence and to take all reasonable precautions to protect such Proprietary Information (including, without limitation, all precautions the Receiving Party employs with respect to its own confidential materials), (ii) not to disclose any such Proprietary Information or any information derived therefrom to any third person, (iii) not to make any use whatsoever at any time of such Proprietary Information except to evaluate internally its relationship with the Disclosing Party, and (iv) not to copy or reverse engineer any such Proprietary Information. The Receiving Party shall procure that its employees, agents and sub-contractors to whom Proprietary Information is disclosed or who have access to Proprietary Information sign a nondisclosure or similar agreement in content substantially similar to this Agreement.

Without granting any right or license, the Disclosing Party agrees that the foregoing shall not apply with respect to any information after four (4) years following the disclosure thereof or any information that the Receiving Party can document (i) is or becomes (through no improper action or inaction by the Receiving Party or any affiliate, agent, consultant or employee) generally available to the public, or (ii) was in its possession or known by it prior to receipt from

the Disclosing Party as evidenced in writing, except to the extent that such information was unlawfully appropriated, or (iii) was rightfully disclosed to it by a third party, or (iv) was independently developed without use of any Proprietary Information of the Disclosing Party. The Receiving Party may make disclosures required by law or court order provided the

Receiving Party uses diligent reasonable efforts to limit disclosure and has allowed the Disclosing Party to seek a protective order.

Immediately upon the written request by the Disclosing Party at any time, the Receiving Party will return to the Disclosing Party all Proprietary Information and all documents or media containing any such Proprietary Information and any and all copies or extracts thereof, save that where such Proprietary Information is a form incapable of return or has been copied or transcribed into another document, it shall be destroyed or erased, as appropriate.

The Receiving Party understands that nothing herein (i) requires the disclosure of any Proprietary Information or (ii) requires the Disclosing Party to proceed with any transaction or relationship.

The Receiving Party further acknowledges and agrees that no representation or warranty, express or implied, is or will be made, and no responsibility or liability is or will be accepted by the Disclosing Party, or by any of its respective directors, officers, members, managers, employees, agents, or advisers, as to, or in relation to, the accuracy of completeness of any Proprietary Information made available to the Receiving Party or its advisers; it is responsible for making its own evaluation of such Proprietary Information.

The Disclosing Party retains all rights and remedies afforded it under the patent, copyright, trademark, and other laws of the United States and the States thereof, including without limitation any laws designed to protect proprietary or confidential information.

The Receiving Party acknowledges that the unauthorized use or disclosure of the Proprietary Information would cause irreparable harm to the Disclosing Party. Accordingly, the Receiving Party agrees that the Disclosing Party shall have the right to obtain an immediate injunction against any breach or threatened breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity, nor enforceability of the remainder of this Agreement shall be affected. Neither Party shall assign or transfer all or any

part of its rights under this Agreement without the consent of the other Party. This Agreement may not be amended for any other reason without the prior written agreement of both Parties.

This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof and supersedes all prior representations, writings, negotiations or understandings with respect hereto.

If any legal action is brought by the Disclosing Party or the Receiving Party to resolve a dispute arising under this Agreement or to enforce the terms and conditions of this Agreement, then the prevailing party in such dispute shall be entitled to recover its reasonable attorney fees, paraprofessional fees, legal expenses, and court costs incurred therein, including without limitation any such fees or costs incurred on any appeal from any such action or proceeding.

This Agreement shall be governed by the laws of the State of Florida as applied to contracts entered into and to be performed entirely within the State of Florida. Any legal action or proceeding to resolve a dispute arising under this Agreement or to enforce the terms and conditions of this Agreement shall only be filed in and resolved by the courts of the State of Florida situated in Hillsborough County, Florida.

Company Name [Receiving Party]

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name:

Date: Date: