## Enrollment#

**MAHARAT INTERNATIONAL SUPERVISION AGREEMENT**

This International Supervision Agreement (“**Agreement**”) is entered into as of this day of

, by and between MAHARAT LEARNING CENTER **(“CENTER”)** and the Parent(s)/Legal Guardian(s) (**“Client”**) of a minor, ("**Child**"), and together with the Center, the “**Parties**” or separately each a “**Party**”.

**WHEREAS,** the Center is a Sole Establishment company duly formed pursuant to the laws of the United Arab Emirates registered under the commercial registration number 762743 in Dubai, UAE; and

**WHEREAS**, the Client is the Parent(s)/Legal Guardian(s) of a minor, (Child), born on

, ; and

**WHEREAS**, the Center maintains a team of qualified personnel capable of providing diagnostic, therapeutic, consultation, and training services for children and young adults with learning, developmental, and behavioral challenges; and

**WHEREAS**, the Client desires to receive Services from the Center for the Child, and the Center agrees to provide such Services, on the following terms and conditions;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein, and for good and valuable considerations, the Parties agree as follows:

## Services

* 1. **Description of Services**

During the term of this Agreement, the Center shall make available to the Client its Personnel, including but not limited Applied Behavior Analysis (ABA) Director, ABA Supervisors, ABA Case Managers, ABA Therapists, and School Support Advisors (“the **Personnel**”) who collectively shall provide to the Child the following services (the “**Services**”) and the Client consents to receive such Services for the Child, which may include:

## Supervision & Consultation Services

The Center provides international supervision and consultation services, which includes development of individualized treatment plans for children, training and demonstration of behavioral and educational interventions, parent and therapist training, and supervision and educational support for children enrolled in schools and/or nurseries.

## Direct Therapy

Individual, Behavioral Therapy and School Shadow Services can be provided at the Center, at Child‟s home, on outings, or in the Child‟s school setting. The number of hours of therapy provided depends on a mutually agreed upon number of hours and the availability of therapists, however if the Center provides direct therapy services outside of the Emirate of Dubai, UAE (i.e. in the Child‟s home country), therapy services shall at no time be less than 40 hours per week.

## School District Training and Consultation

The Center provides in district training and consultation to school district employees in the theory and implementation of ABA. The Center focuses on the applications and techniques necessary in the school setting for students with Autism Spectrum Disorders or various developmental delays within the classroom setting. Supervisors may also focus on successful inclusion techniques as well as trainings and supervision in providing 1:1 Behavioral Therapy.

## Parent Training

The Center provides training for parents with children who have challenging behaviors and teaches parents successful tools and techniques to apply in the home setting.

## Service Arrangement

The Center shall provide the Personnel to conduct International Supervision Services at the Child‟s home/school in the Home Country of , or the Client and the Child may elect to travel to Dubai at their own expense to receive International Supervision Services at the Center in Dubai, UAE. The frequency, duration and the location of International Supervision Services, therapy, and/or consultation support services shall be mutually agreed upon by the Parties and shall be subject to the availability of the Center‟s clinicians, however at no time shall be less than four (4) International Supervision visits per year to ensure program quality.

In addition to the above, should the Client require direct therapy services to be conducted outside of Dubai, UAE (i.e. in the Child‟s home country) by a Center Therapist, each session of Services provided by the Therapist shall be of a duration no longer than 4 hours, but all sessions in total shall not be less than 8 hours per day. The Therapist shall be expected to provide a total of 40 hours of Services per week, five days per week with two days of rest per week; however the Therapist and Client may mutually agree to deviate from such set schedule within any given month in accordance with special circumstances that may arise.

## Treatment Location and Parental Obligations

Services may be provided in the Child's home, in the school, on outings, or at the Center. The Client agrees that a parent/ legal guardian shall be present at all scheduled meetings and present or available at hand at the designated therapy location when services are located outside of the Center premises. The Client agrees that, at all times when Services are provided, the Client shall be solely responsible for control over the safety in the Child‟s home environment and for creating a safe site for the Services. The Client also agrees that they are solely responsible for the safety and security of the Child when Services are provided outside of the Child‟s home with the exception of Center itself. Without prejudice to the foregoing obligation, the Personnel shall take all reasonable security precautions whenever Services are provided outside of the Child‟s home.

## 1.3.1 Authorization for Offsite Locations

In connection with the provision of Services, the Client hereby grants permission for the Child to participate in outings, supervised walks, and field trips, subject to parental consent either verbal or written form.

## Emergency Medical Assistance

The Client hereby grants permission for the Personnel to administer first aid to the Child. The Client also grants permission to the Personnel to obtain and authorize emergency medical treatment for the Child and for the attending medical personnel to administer any and all diagnostic tests, X-Rays and medical treatments deemed necessary by a physician or dentist licensed to practice in such areas to the extent such treatment is necessary to deal with the emergency situation. The Center agrees that, prior to exercising any of the authorizations granted in this Section, it shall endeavor to contact at least one parent/guardian of the Child. Nevertheless, the Client agrees that emergency medical treatment should not be withheld if Center is not able to reach the Client.

The Client agrees that they shall be responsible for payment of and shall pay any medical expenses incurred in the emergency or first aid treatment of the Child. The Client represents and warrants that the information contained in **Attachment A** hereto has been provided to the Center by the Client and such information is true, correct and complete to the best of their knowledge.

## Materials Provided at Time of Services

The Client shall prepare or purchase all of the materials needed for the Child's therapy and program. All training materials including (without limitation) presentations and videos, logbooks, medical records, written materials, and all program descriptions utilized by the Personnel are and shall remain the sole property of the Center and shall be returned upon termination of this Agreement by either Party. The Client agrees that they shall not duplicate or distribute logbooks or any such material without the prior, written consent of the Center. The Client agrees such material is intended only for and shall be used by the Client and the Child solely for their private use in connection with the Services provided by the Center and its Personnel.

## No Warranty of Services

The Center makes no representations, warranties, or promises to the Client or Child regarding the outcome or results of any Service. The Center does represent to the Client that the Services provided are based on empirical data indicating that such Services can be of benefit to children with Autism Spectrum Disorders or with developmental delays.

## Fees Agreement

* 1. **Direct Service Fees**

In consideration for the Services, the Center shall require advance payment in full for all scheduled International Supervision visits (either in the Child‟s home country or in Dubai, UAE) rendered by Personnel, based on the Fee Schedule below. For any Services conducted by Personnel in between scheduled International Supervision visits, which may include Services such as case management, meetings, report writing, correspondence by email, SKYPE/ video conferencing, telephone communications, case review or any other consultations with the Supervisor or program staff, the Center shall bill the Client a Case Management Fee in accordance with the Fee Schedule below. For any Case Management Services exceeding the quarterly package of hours, the hourly rate shall apply. For direct therapy services conducted by Center Personnel in the Child‟s Home Country, the Center shall bill the Client an hourly ABA Therapist rate for Services, to be determined by the Center and mutually agreed upon by the Center and the Client.

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| --- | --- |
| **DESCRIPTION OF SERVICE** | **FEES** |
| **International Supervision Remote Services Package**  *(Inclusive of 25 hours of International Supervision Services for new clients, conducted over 3 days in Dubai, UAE)* | USD $4,100.00 |
| **International Supervision Remote Services Package**  *(Inclusive of 20 hours of International Supervision Services for current clients, conducted over 2 days in Dubai, UAE)* | USD $3,300.00 |
| **International Supervision Onsite Daily Rate**  *(Inclusive of 8 hours of International Supervision Services per day onsite at the Child’s home/school in Child’s Home Country)* | USD $2,200.00/ Day |
| **Case Management Services**  (*inclusive of 4 hours of Case Management Services per quarter, for SKYPE meetings, conference calls, case review, report preparation, or email communications conducted from Dubai)* | USD $800.00/ Quarter |
| **International Supervision Hourly Services**  *(inclusive of International Supervision Services conducted in Dubai, UAE)* | USD $220.00/ Hour |
| **ABA Therapist Onsite Rate**  *(Direct therapy services provided in the Child’s Home/School in the Child’s Home Country)* | *Contact Center for Pricing* |

## Additional Expenses

In addition to the fees described in Section 2.1 above, the following expenses shall be paid directly by Client to the Center for International Supervision Services conducted in the Home Country/location outside of the UAE:

* + 1. Economy class round-trip airfare for Supervisor upon Supervisor confirming reservation of flight arrangements to the Child‟s home country (invoice with itinerary shall be provided);
    2. Hotel accommodation expenses for the duration of the Supervisor‟s visit to the Child‟s home/school in the Home Country;
    3. Telephone service and calls for business related matters to the Center and the Supervisor and the cost of producing or reproducing case materials and file updates.
    4. Per Diem allowance for food/beverage, ground transportation, and scheduled travel time between Dubai and Home Country, for the duration of the Supervisor‟s visit to the Child‟s Home Country at a rate of $500.00 USD per visit for GCC countries. For all other countries,

Center Management shall provide the Per Diem cost in advance of the scheduled visit to the Client.

* + 1. One, Economy class airfare for Therapist at the beginning of the therapist commitment to provide services in the Child‟s Home Country from Dubai and one Economy class airfare for therapist to return to Dubai upon completion of services; If the Therapist is recruited locally in the home country of the Child, one Economy class, round-trip airfare and hotel accommodation in Dubai shall be provided by the Client for the Therapist to travel from Child‟s home country to Dubai for therapist training by the Center before commencement of therapy services.
    2. One Economy class round-trip airfare for Therapist from Child‟s Home Country to be utilized during Therapist‟s annual leave to Therapist‟s home country of (or closer destination) every year; provided that the Therapist has completed at least one full year of services prior to any such trip; If the Therapist is recruited locally in the home country of the Child, the annual ticket provision shall not be required.
    3. Furnished, residential accommodation for the Therapist in the Child‟s Home Country for the duration of the therapist commitment to provide Services to include at minimum furniture, television, kitchen equipment, washer/dryer, refrigerator, stove/oven, a computer, and internet services.

## Payment Terms

An advanced payment in full for any scheduled International Supervision visit shall be made by Client at least 14 days in advanced of scheduled service, by electronic funds transfer to the account of Center, by check payable to “Maharat Learning Center”, or by credit card.

For Case Management Service, the Center shall bill the Client in accordance with the Fee Schedule in Section 2.1. Case Management fees shall be due and payable in four (4) quarterly installments per year and must be paid in advance of the next scheduled International Supervision visit. For any Case Management Services exceeding the quarterly package of hours, the hourly rate shall apply, and shall be due and payable with the Case Management Service Fee. Payments for direct therapy hourly services shall be due and payable within seven (7) days of receipt of the invoice by the Client. The Client acknowledges and agrees that the Center shall have the right to terminate all Services in the event any bill is not paid in full in accordance with the terms stated above. Any amount not paid after seven (7) days of the date of the invoice shall be subject to a 5% (five percent) per annum late payment fee to be paid for each day of delay.

## Cancellation of International Supervision Services

International Supervision Services may be cancelled by the Client without charge if the Client cancels such Services with at least 7 days advance notice to the Center. If travel, accommodation arrangements and/or other expenses have been made or incurred by the Center and cannot be rescheduled or cancelled without cost to the Center, the Client shall pay the costs associated with such arrangements or expenses. Services cancelled by the Client with less than 7 days advance notice shall be invoiced by the Center to the Client, and the Client shall pay for any such Services. If travel, accommodation arrangements and/or other expenses have been made or incurred and cannot be rescheduled or cancelled without cost to the Center, the Client shall pay the costs associated with such arrangements or expenses.

## Change of Fees

The Fee Schedule described in Section 2.0 above may be changed at any time by the Center, at the sole discretion of the Center, upon (30) thirty days advance notice by Maharat to the Client.

## Center Policies

* 1. **Data Entry/Graphing, Log Book Update, Reports, and Parent Questions**

During any direct therapy session, the Personnel shall be permitted to use a total of (10) ten to (15) fifteen minutes in the aggregate at the beginning or end of a therapy session to prepare for the session and/or to graph and record data regarding the session. After each International Supervision visit or team meeting, the Child's log book shall be updated by the Personnel to incorporate the recommended program changes. If the Client would like to discuss any issues with Personnel during the course of direct therapy sessions, the Client is requested to advise Personnel at the beginning of the therapy session. Any time taken for data entry and graphing, log book update, report writing, or to discuss program issues with Client shall be considered billable time.

## Videotaping

* + 1. The Client shall permit the Center and its Personnel to videotape or record any therapy session or meeting for the purposes of program development, training, and /or case management, subject to prior written parental consent. The Client has the right to request a copy of any such video or recording.

The Center shall also permit Client to videotape or record any therapy session conducted in the residence, subject to prior disclosure of intent to record therapy sessions and prior written consent by the Therapist.

Client understand and acknowledge that any duplication or dissemination of videotapes or other recordings provided or made by either the Center or the Client shall not be permitted without the knowledge and written consent of the Center.

* + 1. As the Center is committed to providing a the highest level of safety and quality for children, therapists and staff, the Center‟s premises is under security surveillance via security cameras throughout the Center. The Center has placed prominent signage throughout the premises to ensure that Client and staff are informed which areas are monitored, which includes the Center‟s corridors, therapy rooms, and reception areas. The security cameras record the premises 24 hours per day, 7 days per week, however video recordings are stored no more than 60 days and are only accessible and viewable by authorized personnel. Recordings may be viewed only for quality control and/or health and safety purposes, which include incidents of injury, assault, theft, or other similar health and safety occurrences on the Center‟s premises. There shall be no audio on the recordings.

## 3.6 Client Travel outside of Home Country

In the event that the Client will travel outside of the Child‟s Home Country beyond one (1) week while direct therapy services are being conducted, the Client may request a Therapist working with the Child to be available to accompany the Child on the trip in order to continue therapy services. The Center at its sole discretion shall review the request and if approved, the Center shall arrange to have

a Therapist accompany the Child on the trip at the Client‟s sole expense and a Travel Therapy Services Agreement shall be required.

## Term & Termination

* 1. **Term**

This Agreement shall commence on , , for a period of one year from the date of this Agreement. If either Party desires to terminate the Agreement, they may do so in accordance with the terms provided herein.

## Right of Termination

Either the Client or the Center may terminate this Agreement at any time, for any reason or for no reason, upon providing seven (7) days advance, written notice to the other Party. Upon termination with seven (7) days advance, written notice, the Client shall pay all fees accrued for services rendered up to and including the date such termination becomes effective within fourteen (14) days of the final invoice. If the balance of the account is not paid in full within 30 days of the date of the final invoice, the Client acknowledges and understands that the account will be forwarded to an attorney or otherwise for collection and the Client will be responsible for any fees or costs incurred in such collection, including reasonable attorney fees and costs. Notwithstanding the reason for termination, the Center shall comply with reasonable requests by the Client to assist with the transition of the Child to other treatment services.

Should the Client desire to terminate Services with less than seven (7) days advance notice, the Client acknowledges and understands that they shall be charged for the full scheduled hours for the seven (7) day notice period.

## Center’s Rights

The Client acknowledges and agrees that all of the Center‟s programs, content, logbooks, protocols, data sheets, software, training materials, videos, graphics, pictures, documents, logos, marks, designs, intellectual property, and materials and all derivatives thereof (collectively “Works”) are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws. The Client acknowledges and agrees that they have no intellectual property interest or claims in the Works and have no rights to make any use of such Works except as expressly granted in this Agreement. Except as expressly authorized in this Agreement, the Client acknowledges and agrees not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, reverse engineer, or create derivative works from the Works. The Client acknowledges and agrees that the Works are the sole property of the Center and may only be utilized in connection with Services provided by the Center and all Works must be returned upon termination of Services.

The Client further acknowledges and agrees not to employ or to solicit the Personnel of the Center on an independent basis. Any attempts to hire the Center‟s Personnel or attempts to employ an independent, private therapist in lieu of or in addition to Center Personnel, or utilize any of the Works in connection with private therapy, without the express knowledge and consent of the Center shall be construed as lack of adherence to this Agreement and will result in Center‟s immediate termination of services, regardless of whether employment or attempts thereof occurred prior to or after the commencement of therapy services.

The Client acknowledges and agrees to discuss any and all financial or contractual matters directly with the Center‟s Management and shall refrain from discussing any such matters with the Center‟s program staff.

## General Terms

* 1. **Confidentiality**

Unless required by law, no information that discloses the Child or the Client identity will be released to anyone outside of the Child‟s „circle of care‟ without written consent from the Client. Children 18 years of age and over will be asked which individuals should receive information on their progress. All information shared and discussed with Personnel is considered strictly private. However, there are few circumstances in which Center Personnel may disclose information without consent, in the best interest of the child/individuals/family at stake. The following are exceptions shall apply:

1. If there is clear evidence of serious and imminent harm to oneself or to others.
2. If there is reason to suspect abuse (sexual, emotional, or physical) or neglect of a child or vulnerable adult.
3. If there is a report of misconduct, particularly of a sexual nature, by another health professional.
4. If the confidential records are deemed relevant and subpoenaed by a court of law or regulating body of health professionals.

## Dispute Resolution and Law

This Agreement and all addendums, if any, shall be governed by the laws of the United Arab Emirates. Resolutions of any dispute that may arise regarding the interpretation or the execution of this Agreement shall be referred to the UAE Courts.

## Entire Agreement

This Agreement constitutes the entire agreement and understanding between the Client and Center with respect to the subject matter hereof and supersede all previous understandings, representations, or agreements between the Client and Center whether written or oral. No representation or warranty is made regarding the Center, staff, or therapy services if it is not contained in this Agreement.

## Counterparts

This Agreement is made and executed in two originals, one each for the Client and the Center each original serving as an original for all intents and purposes.

IN WITNESS WHEREOF, the Parties have signed this Agreement on this day of

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**MAHARAT LEARNING CENTER**, **CLIENT SIGNATURE**

Dr. Hibah Shata, Managing Director

# ATTACHMENT A

**Child Name: Enrollment#:**

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| --- | --- |
| **MEDICAL INFORMATION FORM** | |
| **Pediatrician Name:** |  |
| **Pediatrician Address & Contact Telephone** |  |
| **Medications:** |  |
| **Allergies to Medicine:** |  |
| **Allergies to Food:** |  |
| **Hospital:** |  |
| **Parent/ Legal Guardian Emergency Contact Information** |  |

**Parent Name:**

**Signature:\_**

**Date:**