

Dear Fedeline Sainval,

I am pleased to extend to you our offer to join **Behavior Analytic Strategies** (the "Company") as a **Registered Behavior Technician** ("RBT"). The position will be part-time and your schedule will vary depending on case load. Please find below the terms and conditions of your employment, should you accept this offer.

At-Will Employment:

Your employment with the Company will at all times be "at will," meaning it may be ended at any time by you or by the Company with or without cause and with or without notice. You have no contract, guarantee, or term of employment.

Hourly Wage:

Once you have completed your initial intake training, your hourly pay rate will be \$28.00 per hour for direct billable work with clients and minimum wage per hour in accordance with the applicable law for drive time, training sessions, team meetings, and supervision, in accordance with the Company's customary payroll practices. You will be paid your wages weekly, in arrears, to be paid on the Monday of each week. Your hourly pay rate will be subject to adjustment at the sole discretion of the Company pursuant to the Company's employee compensation policies.

This position is a non-exempt position for purposes of federal wage and hour law, which means you will be eligible for overtime pay for any hours worked in excess of forty (40) hours in a given workweek provided you have received prior approval from your supervisor.

Terms and Conditions:

The terms of this offer are contingent on your successful completion of and/or compliance with the following:

- Successful completion of a background check
- Successful completion of the intake training
- Current RBT certification
- Current Medicaid provider ID number
- Attend training sessions in accordance with the Company policies
- Fulfill the duties and responsibilities of the RBT position as defined by the Company, which
 duties and responsibilities may be amended by the Company at any time and without
 notice at its sole discretion. A nonexclusive summary of the duties and responsibilities of
 the RBT position is included below:
 - Collecting reduction behavior data throughout therapy sessions (baseline or treatment); correctly implementing reduction interventions; issuing correct SDs across programs; using correct schedule of reinforcement across programs; reinforcing appropriate operants in accordance to programming; using correct error correction procedure across programs; using correct response prompt according to objectives across programs; collecting acquisition data immediately; running all programs at least once a week; using reinforcement breaks appropriately (e.g., pairing trials, vary reinforcers and sampling reinforcers when necessary); debriefing caregiver(s) on session and follow through with any parent training procedures (appropriate to their position); demonstrating professionalism (e.g., calling analyst/parent in advance of cancellation or tardiness, maintaining a positive attitude); seeking assistance from the lead analyst when necessary;

- preparing individual supervision; completing daily progress notes on each client by specified deadline; submitting time sheets by specified deadline; and, completing all authorized therapy hours per client.
- Employee shall perform such other duties as are customarily performed by other persons in similar positions, including other duties as may arise from time to time and as may be assigned by the Company.
- You will primarily perform your employment duties at clients' homes, or in the community.
 Caregivers are responsible for transporting clients; you must <u>never</u> transport a client.
 Caregivers must be present at all times during implementation of programming.

As a condition of employment, you must complete an Employment Verification Form I-9 and present proof of identity and employment eligibility within the first three business days of employment. The form will be provided to you on your first day of work. Please note that failure to provide the proper documentation within three business days of your start date may affect your continued employment with the Company.

In accepting employment with the Company and signing below, you represent that (i) you have not taken or downloaded to your computer/electronic device, and will not take or download to your computer/electronic device, and/or will return without retaining copies, all proprietary and confidential materials of your former employer(s); (ii) you will not use any confidential, proprietary or trade secret information in violation of any contractual or common-law obligation to your former employer(s); (iii) you are not party to any agreement or subject to any policy that would prevent or restrict you from engaging in activities competitive with the activities of your former employer(s) or from directly or indirectly soliciting any employee, client or customer to leave the employ of, or transfer its business away from, your former employer(s) or, if you are subject to such an agreement or policy, you have complied and will comply with it; (iv) you have not requested, solicited or encouraged, and will not request, solicit or encourage, any employees or customers/clients of your former employer(s) to join the Company in violation of any common-law obligation or duty to your past employer(s); and (v) you are not subject to any agreement or policy that requires you to provide notice of your resignation to your prior employer(s) in order for such resignation to become effective (or if you are subject to such agreement or policy, you have provided notice, and the notice will have elapsed before your scheduled start date with the Company.

Confidential Information

The Company may transmit to you certain Confidential Proprietary Information (defined below) in connection with your employment. You acknowledge and agree that the Confidential Proprietary Information derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use. For purposes of this paragraph, the term "Confidential Proprietary Information" shall mean all records, material and information (including without limitation, records, material and information pertaining to customers, customer lists, customer relationships, suppliers, employees, products, financial affairs, pricing, future business plans, trade secrets, professional secrets, inventions, formulations, computer programs and systems, raw materials, discoveries and methods of processing, manufacturing, production, training materials, leadership skill models and all noted related thereto, and inbound and outbound telephone call and internet messaging flow, and any information regarding advice or therapies that the Company furnishes to its clients or investors, the Company's recommendations, and other proprietary data or information) which, at any time and from time to time, belongs to, concerns or otherwise pertains to the Company (whether written or oral, in machine readable form or otherwise) and, for greater certainty and without limitation, also includes all originals and all copies of all such records, material and information.

As a condition of continued employment, you agree to maintain the confidentiality of the Confidential Proprietary Information furnished in oral, visual, written and/or other tangible form and not disclose such Information to any third party, except as authorized by the Company in writing. You agree to take all necessary and appropriate precautions to guard the confidentiality of the Confidential Proprietary Information, and to only use such Information in connection with your employment.

Upon termination of your employment with the Company, all Confidential Proprietary Information transmitted to you by the Company, and any copies thereof made by you, as well as any other property of the Company, including, but not limited to, computers, cellular phones, and any other electronic devices, shall be returned to the Company. Your obligations to keep confidential and restrict use of the Confidential Proprietary Information shall survive termination of your employment.

Upon termination of your employment with the Company, all property of the Company, including, but not limited to, computers, cellular phones, and any other electronic devices, shall be returned to the Company. You agree to reimburse the Company for any of the Company's property that you lose or damage beyond normal wear and tear, in an amount equal to the market price or repair cost of such property.

Ownership of Work Product

You agree that all work product, information or other materials created and developed by you in connection with the performance of the duties and responsibilities of your employment, and any resulting intellectual property rights, are the sole and exclusive property of the Company.

Choice of Law, Jurisdiction, and Venue

You agree that this offer letter, its interpretation, and all questions concerning the execution, validity, capacity of the Parties and the performance of the obligations contained therein, shall be governed solely by the laws of the State of Florida, without regard to any choice of law principles that might direct application of the laws of any other jurisdiction. You agree that any and all actions arising out of, based upon or relating to this offer letter, or your employment with the Company, shall be governed solely by the laws of the State of Florida, and brought solely in the Circuit or County Court located in Miami-Dade County, Florida or, if federal jurisdiction is appropriate, the federal court located in Miami-Dade County, Florida.

As an employee of Behavior Analytic Strategies, we ask for your commitment and professionalism when delivering services. As a team, we strive for quality service, support and results that exceed our client's expectations.

Your employment is "at will" and is not for any definite period of time. Nothing herein shall be constructed as guaranteeing or promising employment for any specific time, and your employment maybe terminated at any time and for any reason, with or without advance notice.

If you wish to accept this offer, please sign below and return this original document to me. This offer is open for you to accept until 8/21/25 at which time it will be deemed to be withdrawn. I look forward to hearing from you.

Sincerely,
Ginger Peterson, Ph.D., BCBA
Behavior Analytic Strategies
My signature below indicates that I accept this offer of employment, contingent upon the terms discussed above, and acknowledge that my employment with the Company will be on an at-will basis. I understand that the terms of this offer letter supersede any prior representations or terms, whether expressed orally or in writing. I also acknowledge that this offer is intended as written, and that no marginal notations or other revisions to this letter are binding on the Company.
Signature: Printed name with credentials:EEDELINE SAINVAL
Dated:
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