



# **Piece of Mind Care Services LLC**

This Contract for Therapy Services (the “Agreement”) is made on the date subscribed herein for the 2024-2025 academic year by and between *Piece of Mind Care Services* (“Service Provider”), and El Camino Real Alliance dba El Camino Real Charter High School (the “School”). As used herein, Service Provider and the School may be referred to separately as a “Party” and collectively as the “Parties.”

## **AGREEMENT**

### **I. Term**

This Agreement shall be effective as of July 1, 2024, and shall remain in effect until June 30, 2025, unless terminated sooner by a Party. Either Party may at any time during the term hereof terminate this Agreement, with or without cause, upon thirty (30) days’ written notice to the other Party of such termination.

### **II. Services**

The Parties agree that Service Provider is to facilitate the following services under the terms of this Agreement and in accordance with Federal, State and local laws: Instructional Assistant (IA); Behavior Intervention Implementation (BII); Behavior Intervention Development (BID); Inclusion Facilitator (IF). Services not to exceed the maximum number of minutes as allocated on a specific student(s)’s current IEP, if applicable. All services are to be provided at the School or via teletherapy, at the discretion and direction of the School.

### **Compensation**

Service Provider shall be compensated by School as follows:

- \$35.00 per hour for direct student services or classroom assistance (IA)
- \$35.00 per hour for direct 1:1 Behavior Intervention Implementation (BII)
- \$55.00 per hour for the completion of assessments, telephone contact, treatment plan development, IEP meeting attendance and preparation and professional development (BID)
- \$85.00 per hour for inclusion facilitation curriculum modification indirect and direct services

Services are rendered from the first day of the month to the last day of the month, and invoices will be submitted no later than the 30th of each month for the previous month.

Services will be reimbursed thirty (30) days from the date of the invoice. Invoices will be submitted once monthly.



# **Piece of Mind Care Services LLC**

## **Welligent Documentation**

Service Provider acknowledges and agrees that it is required to enter information as to services it renders to the school in Welligent (online documentation system) in a timely manner and that failure to do so constitutes a material breach of the Agreement. As such, to the extent there are any services not entered into Welligent for which Service Provider submits a written invoice, that part of the invoice shall not be due and owing, unless and until, the information is entered fully and appropriately into Welligent. All staff will gain access to the Welligent system after approval from administrator.

## **Recruiter Fee**

The School recognizes that Service Provider recruits and trains its staff placed at the School, which is a significant expense to Service Provider. In the event that the School hires Service Provider's staff, then the School shall agree to pay Service Provider a recruiter fee as follows based on hires per academic year: \$3,000.00 for the first hire, \$4,500.00 for the second hire, and \$6,000.00 for each hire thereafter. Payment of this recruiter fee shall be made at the rate of \$1,500.00 per month per hired employee, until the fee is paid in full. The School shall promptly notify Service Provider of any such hires.

## **III. Independent Contractor**

Service Provider understands and agrees that its service providers sent to the School are contractors of Service Provider and not the School, and are not entitled to benefits of any kind or nature normally provided employees of the School and/or to which the School employees are normally entitled. This includes, but is not limited to, health benefits, wages, payment of Federal, State or local taxes or contributions, and unemployment insurance or benefits.

## **IV. Staff Qualifications**

Service Provider shall comply with all fingerprinting, background check and testing requirements under State and federal law including, but not limited to, the fingerprint requirements in Education Code § 45125.1 and the tuberculosis testing requirements in Education Code § 49406.

Service Provider shall also annually train all its staff members, including volunteers, so that they are familiar with and adhere to the mandated child abuse reporting obligations and procedures specified in California Penal Code § 11164 *et seq.* Service Provider will also ensure that all providers have completed bloodborne pathogens and sexual harassment/abuse training. All staff will complete behavior training in non-violent positive behavior intervention.

Piece of Mind Care services will adhere to all regulations regarding COVID-19 based on CDC and related governmental guidelines. All service providers shall be fully vaccinated per State and



## **Piece of Mind Care Services LLC**

LA County laws. Proof of immunization record will be provided to the School prior to start of services provided on campus in accordance with School requirements. Any materials necessary will be provided by Service Provider (gloves, masks, hand sanitizer, safety procedure training and protocols) to its employees.

Service Provider will provide optional CPR or other health related training to its staff in respect to specific student safety, upon request from the School. Any additional training which may be presented as requirements will be adhered prior to return to campus.

### **V. Venue and Governing Law**

The laws of the State of California shall govern the terms and conditions of this Agreement, and the parties agree that Los Angeles, California shall be the sole and exclusive jurisdiction for any and claims brought arising out of this Agreement. In the event any action is initiated to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to attorney's fees and costs.

### **VI. Indemnification and Hold Harmless**

Service Provider shall indemnify and hold the School and its employees, volunteers, directors, and authorizer harmless against all liability, loss, damage and expense (including reasonable attorney's fees and costs) resulting from or arising out of this Agreement or its performance, to the extent that such loss, damage, expense or liability was proximately caused by the negligent or willful act or omission of the Service Provider, including, without limitation, its agents or anyone employed directly or indirectly by it.

### **VII. Insurance**

Service Provider shall maintain a general liability insurance policy (including but not limited to workers compensation, sexual abuse, molestation) of no less than \$1,000,000.00 per occurrence. Service Provider shall name the School as an additional insured under such a policy, and shall provide a Certificate of Insurance identifying same within seven (7) days of execution of this Agreement.

### **VIII. Records**

Service Provider shall maintain and appropriately store all student records for a minimum of four years.

### **IX. Dispute Resolution**

In the event a dispute arises out of this Agreement, including its interpretation or enforcement thereof, the Parties agree to attempt to resolve the dispute informally. Should informal resolution



## **Piece of Mind Care Services LLC**

be unsuccessful, the parties agree to submit the matter to binding arbitration in accordance with the laws of the State of California. The arbitrator's award shall be final, and judgment may be entered upon it by any court having jurisdiction within the State of California. In the event any arbitration is brought, the arbitrator shall be allowed to award attorney's fees and costs to the prevailing party.



## **Piece of Mind Care Services LLC**

### **X. Notifications**

Any notifications required to be provided shall be in writing and shall be considered effective the date electronic delivery by email is made to a Party, with a hard copy to be sent by US Postal Service, as follows:

Michelle Bahy  
Director  
pieceofmindcareservices@gmail.com  
Piece of Mind Care Services  
6520 Platt Ave #189  
West Hills, California 91307

Emilie Larew  
Administrative Director, Student Support  
Services  
e.larew@ecrchs.net  
El Camino Real Charter High School  
5440 Valley Circle Boulevard  
Woodland Hills, California 91367

### **XI. Acknowledgment**

We, the undersigned, duly authorized representatives of the parties to this agreement herein above expressed have entered into this Agreement without reservation and have read the terms herein.

**Piece of Mind Care Services LLC**

**El Camino Real Alliance  
dba El Camino Real Charter High School**

-----  
*Signature*

\_\_\_\_\_  
*Signature*

*Michelle Bahy, Director*

*David Hussey, Executive Director*

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_