



SERVICES AGREEMENT

This **SERVICES AGREEMENT** (“Agreement”), effective as of AUGUST 1st, 2023 (“Effective Date”), is by and between ELEVATE CHARTER SCHOOL, whose address is 2285 Murray Ridge Rd, San Diego, CA 92123 (the “District”), and APEX THERAPIES, INC., a California professional corporation, whose address is 4203 Genesee Ave, Suite 103-289, San Diego, CA 92117 (“Provider”). District and Provider are hereinafter referred to individually as “Party” and collectively as “Parties”.

WHEREAS, the District is in need of qualified professionals to provide occupational therapy, speech language therapy, psychological and other therapeutic services to students enrolled in the District.

WHEREAS, Provider employs occupational therapists, speech language therapists, psychologists and other therapists, who have the necessary licenses and/or certificates, qualifications, education and experience to provide the services required by the District.

WHEREAS, District desires to retain Provider, and Provider agrees, to provide such services in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. SERVICES TO BE PROVIDED. Provider shall provide the special education and/or related special needs services as indicated in Schedule A, attached hereto and incorporated herein by this reference, including but not limited to, providing students enrolled in the District with special education needs direct services and treatment, performing necessary student assessments, preparing progress reporting and documentation, attending IEP meetings as necessary, and consulting with director, principals, staff, and parents as required to meet District and IDEA requirements (collectively, the “Services”).

2. COMPENSATION; PAYMENT TERMS. As full consideration for the Services, the District shall pay Provider the fees set forth in Schedule A. Unless expressly agreed by the Parties, all expenses incurred in the performance of the Services shall be paid by Provider. Provider will submit timesheets and invoices to District on or before the tenth (10th) day of each month for Services provided in the preceding month. District shall pay the amount set forth in the invoice within thirty (30) days of receipt. If District disputes any entries in the timesheet and/or invoice, District shall notify Provider of such dispute within fifteen (15) days of receipt of such timesheet and invoice and pay in full the undisputed portion. The Parties agree to negotiate in good faith the resolution of all such disputes in a timely manner. Failure to notify Provider within such time shall constitute a waiver by District of any objection thereto. Provider may charge interest of twelve percent (12%) per annum (or the maximum charge permitted by law, if less) to all outstanding past

due amounts.



3. **DISTRICT'S RESPONSIBILITIES.** District shall be responsible for providing the following to Provider: an appropriate workspace, instructional materials (i.e., prior assessments, specific instructional programs or materials), and any necessary student information required to perform the Services.

4. **COMPLIANCE WITH APPLICABLE LAW.** During the Term of this Agreement, the District and Provider shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules and regulations relating to the Services, including but not limited to confidentiality requirements pertaining to private personal information of either Parties' personnel, protected health information protected by the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C.A. Sections 1320d-1320d-7, 45 C.F.R., Parts 142 and 160 through 164, as amended ("HIPAA"), and students' private educational records protected by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 ("FERPA"). Provider and the District shall not discriminate on the basis of race, religion, sex, national origin, age, sexual orientation or disability in employment or operation of its programs.

5. **INSURANCE.** During the Term of this Agreement, Provider shall maintain general and professional liability coverage of not less than \$1,000,000 per claim and \$3,000,000 in the aggregate, and workers' compensation coverage in the amounts mandated by law in the state in which the Services are performed and such other insurance coverage as Provider shall determine in its sole discretion.

6. **TERM; TERMINATION.**

- a. **Term.** This Agreement shall commence on the Effective Date and shall continue in full force and effect until terminated in accordance with this Section ("**Term**"). Those provisions which expressly extend beyond the termination or expiration of this Agreement will survive any termination or expiration of this Agreement.
- b. **Termination.** Either Party may terminate this Agreement at any time with or without cause by giving the other Party thirty (30) days prior written notice.

7. **RELATIONSHIP OF THE PARTIES.** The Parties acknowledge and agree that the relationship of the Parties is that of independent contractors. Nothing in this Agreement, and no course of dealing between the Parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the Parties or between one Party and the other Party's employees or agents. Each of the Parties is an independent contractor and neither Party has the authority to bind or contract any obligation in the name of or on account of the other Party or to incur any liability on behalf of the other Party.

8. **MISCELLANEOUS.**

- a. **Entire Agreement; Modification.** This Agreement, and any schedules attached hereto, is the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written,



oral, electronic or otherwise. No change, modification, amendment, or addition of or to this

Agreement or any part thereof shall be valid unless in writing and signed by authorized representatives of the Parties; provided that a rate increase as set forth in Schedule A shall not require an amendment signed by both Parties.

- b. Notices.** All notices, demands, requests or other communications required under this Agreement (“Notices”) shall be in writing and shall be deemed effective when received and made in writing by either (i) hand delivery, (ii) registered mail, (iii) certified mail, return receipt requested, or (iv) overnight delivery by a nationally recognized courier, addressed to the Party to be notified at the address indicated in the introductory paragraph or to such other address as such Party shall specify by notice hereunder.
- c. Assignment.** Neither Party may assign, in whole or in part, this Agreement nor any of the rights or obligations of such Party hereunder without the prior written consent of the other Party.
- d. Severability.** If any provision or portion of this Agreement shall be rendered by applicable law or held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.
- e. Waiver.** Except as expressly provided herein, no waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter.
- f. Force Majeure.** Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement, except for the payment of money, if such failure or delay is on account of causes beyond its reasonable control, including civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, acts of God, pandemics, disease or other similar or different occurrences beyond the reasonable control of the Party so defaulting or delaying in the performance of this Agreement, for so long as such force majeure event is in effect. Each Party shall use reasonable efforts to notify the other Party of the occurrence of such an event within five (5) business days of its occurrence.
- g. Governing Law and Venue.** This Agreement will be governed by and interpreted in accordance with the laws of the State of California, without giving effect to the principles of conflicts of law of such state. The Parties hereby agree that any action arising out of this

Agreement will be brought solely in any state or federal court located in the County of San Diego, California. Both Parties hereby submit to the exclusive jurisdiction and venue of any such court.



- h. Attorney's Fees.** If either Party incurs any legal fees associated with the enforcement of this Agreement or any rights under this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and legal costs from the other Party.
- i. Headings; Construction.** The headings/captions appearing in this Agreement have been inserted for the purposes of convenience and ready reference, and do not purport to and shall not be deemed to define, limit or extend the scope or intent of the provisions to which they apertain. This Agreement is the result of negotiations between the Parties and their counsel. Accordingly, this Agreement shall not be construed more strongly against either Party regardless of which Party is more responsible for its preparation, and any ambiguity that might exist herein shall not be construed against the drafting Party.
- j. Survival.** Each term and provision of this Agreement that should by its context survive any termination of this Agreement, shall so survive regardless of the cause and even if resulting from the material breach of either Party to this Agreement.
- k. Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date.

DISTRICT:

By: _____
Name: Ryan Elliott
Title: Executive Director

PROVIDER:

APEX THERAPIES, INC.,
a California professional corporation

By: _____
Kara Trudgeon, LEP #4319, Director



SCHEDULE A

The Services shall be billed in accordance with the fee schedule set forth below.

Mark 'X' for those requested	Service	Fee	Number of Days Per Week
	Occupational Therapy (OT)	\$83/per hour	
	Certified OT Assistant (COTA)	\$62/per hour	
	Speech and Language Therapy (SLP)	\$83/per hour	
	Speech and Language Therapy Assistant (SLPA)	\$62/per hour	
	Psychological Services	\$85/per hour	
	Health and Nursing Services (RN)	\$60/per hour	
	Education Specialist Services (Credentialed Mild/Moderate Teacher)	\$70/per hour	

For purposes of this Agreement, the hourly fees set forth above are for a maximum of eight (8) hours per day and/or forty (40) hours per week.

The hourly rates set forth in this Schedule A are fixed until the first anniversary of the Effective Date, and thereafter are subject to increase by Provider upon sixty (60) days prior written notice to the District.

Provider's Initials _____ District Initials _____