



Global Teletherapy Consulting Services Agreement

This Consulting Services Agreement ("Agreement") is entered into as of July 5, 2019 (the "Effective Date") by and between **Global Teletherapy LLC**, a Maryland limited liability company ("Global Teletherapy") and Compass Charter Schools, with its principal place of operation in California (together with its agents, employees, and affiliates, "Client"). Global Teletherapy and Client are referred to herein individually as a "Party" or collectively as the "Parties."

- 1. Services.** Global Teletherapy will staff school with Speech Therapy services, Occupational Therapy services, and Mental Health Services, who provide therapy services (the "Services") according to the schedule set forth in Exhibit A hereto; and under such conditions regarding the environment, equipment and supervision necessary for the provision of Services as set forth in Exhibit B hereto.
- 2. Fees and Payment Terms.** In consideration for the Services to be provided, Client agrees to pay Global Teletherapy in accordance with the fee schedule set forth on Exhibit A, and all such fees generated from the Services performed by Global Teletherapy shall be considered earned as the work is performed.
- 3. Term and Termination.** This Agreement shall be in effect as of the effective date for services for the entire 2019- 2020 school year (not including ESY) unless previously terminated in accordance with the terms of this Section 3 (the "Initial Term"). Either Party may terminate the Agreement for any reason upon ninety (90) days prior written notice to the other party, so long as at least 90 days of Services have occurred upon the delivery date of such notification, and, provided the terminating Party has provided notice of such breach to the other Party and an opportunity to cure such breach during a period of not less than thirty (30) days following such notice. Upon the expiration or termination of this Agreement for any reason, all amounts owed to Global Teletherapy under this Agreement, which accrued before such termination, or expiration will be immediately due and payable. In addition to the post-termination obligations in this Section 3, Sections 5 and Sections 6 through 20 will survive any expiration or termination of this Agreement. Following the expiration of the Initial Term, this Agreement shall automatically renew on an annual basis unless either party gives written notice of its intention not to renew 90 days before expiration of the then-current term.
- 4. THIRD PARTY INFORMATION; HIPAA COMPLIANCE.** Client understands that it may receive confidential and proprietary information relating to Global Teletherapy's business. Client agrees that the Global Teletherapy's proprietary information is confidential and is the sole, exclusive and extremely valuable property of Global Teletherapy. For the purposes of this Agreement, "Confidential Information" means all information disclosed by Global Therapy to



Client or by Client to Global Therapy, which is in tangible form and labeled “confidential” (or with a similar legend) or which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure. Subject to the express permissions of this Agreement, Global Therapy and Client will protect each other’s Confidential Information from unauthorized use, access or disclosure in the same manner as each protects its own Confidential Information, but with no less than reasonable care. The Company understands that the Company may receive from third parties confidential or proprietary information, including, but not limited to, personal, medical, or other information relative to the Company’s Clients and patients (collectively, “Third Party Information”) subject to a duty on Company’s part to maintain the confidentiality of such information and use it only for certain limited purposes. The Company agrees to hold Third Party Information in confidence and not to disclose to anyone (other than Company personnel who need to know such information in connection with their work for Company) or to use, except in connection with the Company’s work for Client, Third Party Information unless expressly authorized in writing by an officer of the Client or required by law. The Company agrees to comply with all requirements under The Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) Privacy Rule regarding the use and disclosure of Third Party Information.

5. RIGHTS TO DELIVERABLES; OWNERSHIP.

5.1. Rights to Deliverables. The Parties hereby agree that the specified Services to be completed pursuant to Exhibit A hereto primarily involve the provision of qualified speech therapist occupational therapists, and mental health professionals, to provide both direct and indirect supplemental educational services, all of which are to be delivered remotely or via the web, to Client students with identified or suspected special needs as described in Exhibit A.

5.2. Ownership. Without limiting the foregoing, Global Teletherapy and its licensors reserve and retain ownership to all Preexisting Intellectual Property (as defined below), and Global Teletherapy hereby grants to Client a non-exclusive, fully paid, limited license to use Preexisting Intellectual Property solely in connection with Client’s use of the Services. “Preexisting Intellectual Property” means all of Global Teletherapy’s inventions (whether or not patentable), works of authorship, designs, know-how, ideas, concepts, information and tools in existence prior to the commencement of the Services, including, but not limited to, ideas (whether or not patentable) know-how, technical data, techniques, concepts, information or tools, and all associated intellectual property rights thereto developed by Global Teletherapy or its personnel in connection with providing Services pursuant to this Agreement that derive from, improve, enhance or modify Global Teletherapy’s Preexisting Intellectual Property. Global Teletherapy’s Preexisting Intellectual Property also means all inventions (whether or not patentable), works of authorship, designs, know-how, ideas, information and tools, including without limitation software and programming tools developed by Global Teletherapy or its personnel in connection



with providing Services generally to support Global Teletherapy's product and/or service offerings (including, without limitation the Services) and which can be so used without use of Client's Confidential Information.

5.3. Grant of License. Client agrees to maintain (and not supplement, remove, or modify) all copyright, trademark, or other proprietary notices on such materials. Provided Client is not in breach of any term of this Agreement, Global Teletherapy grants Client a non-exclusive, limited license, which license shall terminate upon expiration or termination of this Agreement, to reproduce and distribute the Materials solely to assist in the provision of Services in accordance with the terms herein.

6. Disclaimer of Warranties. The Services are provided "as is" without any warranty and Global Teletherapy expressly disclaims any and all warranties, express, implied, or statutory, including warranties of title, noninfringement, merchantability, and fitness for a particular purpose.

7. Limitation of Liability. In no event will Global Teletherapy be liable for any incidental damages, consequential damages, or any lost profits arising from or relating to this Agreement or to the Services, whether in contract or tort or otherwise, even if Global Teletherapy knew or should have known of the possibility of such damages. Global Teletherapy's cumulative liability relating to this Agreement will not exceed the lesser of actual fees paid by Client to Global Teletherapy during the school year immediately preceding the date on which a claim is made; provided that such amount shall under no circumstances exceed \$1,000. Client acknowledges that the Agreement reflects an adequate and acceptable allocation of risk and that in the absence of the foregoing limitations Contactor would not enter into the Agreement.

8. Non-Solicitation. Client shall not, during the term of the Agreement and for one (1) year thereafter, directly or indirectly solicit, induce, or attempt to induce any Global Teletherapy employee or contractor without Global Teletherapy's prior written consent.

9. Indemnification. Client agrees to indemnify and hold harmless Global Teletherapy, its officers, agents and employees against any and all losses, consequential damages, incidental damages, injuries, claims, actions, causes of action, judgments or liens arising from, or alleged to have arisen from the acts or omissions of Client, its officers, agents, or employees in connection with the Services.

Global Teletherapy agrees to defend, indemnify, and save free and harmless Client, its officers, agents and employees against any and all losses, injuries, claims, actions, causes of action, judgments or liens arising from, or alleged to have arisen from the acts or omissions of Global Teletherapy, its officers, agents, or employees in connection with the Services.

If any party to this Agreement has a claim made against it for which it has the right to indemnification hereunder (such party, the "Claiming Party"), then the Claiming Party shall



promptly provide the other party hereto (the "Indemnifying Party") notice of the commencement of any such claim; but the omission so to notify the other party will not relieve it from any liability which it may have to the other party otherwise than under this Agreement. The foregoing indemnification obligations shall include against any and all expenses (including attorneys' fees), witness fees, damages, judgments, fines and amounts paid in settlement and any other amounts that the Claiming Party becomes legally obligated to pay because of any claim or claims made against or by it in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, arbitrational, administrative or investigative (including an action by or in the right of the Claiming Party) to which Claiming Party is, was or at any time becomes a party, or is threatened to be made a party, pursuant to the services provided pursuant to this Agreement. The Indemnifying Party shall advance, prior to the final disposition of any proceeding, promptly following request therefor, all expenses incurred by the Claiming Party in connection with such proceeding upon receipt of an undertaking by or on behalf of the Claiming Party to repay said amounts if it shall be determined ultimately that Claiming Party is not entitled to be indemnified under the provisions of this Agreement. Notwithstanding anything in this Agreement to the contrary, no Claiming Party shall be entitled to indemnification by the Indemnifying Party if the Claiming Party's conduct giving rise to the claim for which indemnification is sought constitutes willful misconduct or is a violation of criminal law.

10. Designation of Client's Responsible Party. In order to best facilitate the implementation of this Agreement, Client agrees to designate a contact person responsible for the implementation and facilitation of this agreement, as well as a contact person(s) at each site the Services will be delivered (each such person shall hereinafter be referred to as the "Client Responsible Party").

11. Client Representations. Client hereby represents and warrants to Global Teletherapy as follows: (i) Client has the right, power, and authority to enter into and perform its obligations under this Agreement, (ii) Client has obtained all necessary consents in accordance with its operations to execute and deliver this Agreement and perform its obligations under this Agreement, (iii) the undersigned has the right, power and authority to enter into this Agreement on behalf of Client, (iv) this Agreement constitutes the legal, valid and binding obligation of Client, enforceable against Client in accordance with its terms, subject only to the effect, if any, of (A) applicable bankruptcy and other similar laws affecting the rights of creditors generally and (B) rules of law governing specific performance, injunctive relief and other equitable remedies, and (v) the execution, delivery, performance of and compliance with this Agreement will not, with or without the passage of time, result in any violation or be in conflict with or constitute a default under any contract to which Client is a party or any terms or provisions thereof.



12. Independent Contractor. The Parties are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this Agreement. Neither Party is authorized to make any representation, contract, or commitment on behalf of the other Party.

13. Arbitration. The Parties agree that any and all disputes, claims, or demands in any way arising out of or relating to this Agreement shall be resolved, to the fullest extent permitted by law, by final, binding and confidential arbitration in Baltimore, Maryland.

14. Assignment. Global Teletherapy's rights and obligations under this agreement will bind and inure to the benefit of its successors and permitted assigns.

15. Headings. The headings in this Agreement do not affect its interpretation.

16. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement among the Parties with respect to the Services to be provided pursuant to this Agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the Parties concerning its subject matter.

17. Severability. In the event that any provision of this Agreement will, for any reason, be determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will be interpreted as closely as possible so as not affect any other provision of this Agreement, and such provision will further be modified by said court to permit its enforcement to the maximum extent permitted by law.

18. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Maryland without regard to the conflicts of law provisions thereof.

Remainder of page left intentionally blank.



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the 5th day in July 2019.

GLOBAL TELETHERAPY, LLC

By: _____  7/5/19

Its: _____ CEO

Compass Charter School

By:

Its:



Exhibit A: Services, Schedule, Fees and Support

1. Services. Global Teletherapy will make available to Client qualified licensed Speech-Language Pathologists, Occupational Therapists and Mental Health Professionals, to provide both direct and indirect supplemental educational services, all of which are to be delivered remotely or via the web, to Client students with identified or suspected special needs, including, but not limited to: direct therapy, evaluations, consultation, IEP meeting scheduling, preparation and attendance, review of records to familiarize case manager with student history, monthly case notes, collaboration with staff and parents, preparation, daily documentation, scheduling and other related tasks.
2. Schedule and Location of Services. Services will be provided exclusively via computer or telepractice, unless otherwise agreed in writing.
3. Summary of Scope of Work and Rates. Global Teletherapy understands that the scope of Services to be provided are as follows:

1. Services

| Service | Student Quantity Commitment | Service Rate Commitment | Service Total Commitment |
|-----------------------|-----------------------------|-------------------------|--------------------------|
| Service License - SLP | 85 | \$2,200.00 | \$187,000.00 |
| Service License - OT | 25 | \$2,200.00 | \$ 55,000.00 |
| Service License - BMH | 35 | \$2,200.00 | \$ 77,000.00 |

Additional Students beyond the above stated quantity for SLP, or OT or BMH will be billed at \$2,200 per student.

2. Assessments

| Service | Student Quantity | Service Rate | Service Total |
|-------------------------------------|------------------|--------------|---------------|
| SLP Assessment | 0 | \$395.00 | \$0.00 |
| OT Assessment | 0 | \$395.00 | \$0.00 |
| Bilingual SLP & OT | 0 | \$450.00 | \$0.00 |
| Evaluation Review of Records by SLP | 0 | \$300.00 | \$0.00 |
| Evaluation Review of Records by OT | 0 | \$300.00 | \$0.00 |



4. Equipment. Client may purchase web cameras, head sets, and Occupational Therapy (OT) toolkits from Global Teletherapy, at \$45 per webcam, \$40 per head set, and \$50 per OT toolkit.
5. Invoices. Global Teletherapy shall invoice Client on a monthly basis and Client shall pay all amounts due within thirty (30) days of Global Teletherapy invoice date.
6. No Refund. All fees due hereunder are non-refundable and are not contingent on any additional services to be provided.
7. Outstanding Balances. Balances outstanding in excess of thirty (30) days shall accrue interest at a rate equal to the Applicable Federal Rate plus one and one half percent (1.5%) per month, from due date until paid, plus Global Teletherapy's reasonable costs of collection.
8. Standard Maintenance & Support Plan. Client understands that therapists of Global Therapy provide the Services through a third-party platforms created, maintained, updated and provided by Citrix/GoToMeeting and Zoom (the "Third-party Providers"). The Maintenance & Support services offered by Global Teletherapy are limited to assisting the client in working with the Third-Party Provider to troubleshoot and resolve any issues that affect the provision of the Services.
 - a. Global Teletherapy has chosen to use the Third-party Provider platforms because of its reliability and the availability of dedicated, professional technical support in the unlikely event a technical problem arises. In addition, since Third-party Providers are currently employed by many users, we do not expect, anticipate or foresee any significant technical problems. However, should a problem arise prior to, during, or following a teletherapy session, the following policies have been designed to facilitate the best user experience.
 - b. If during a session, a problem arises, then the therapist will perform initial troubleshooting, using his/her knowledge and experience with the system and/or by calling Third-party Provider support and following their instructions. A Client paraprofessional must be available to follow any instructions or support recommendations of the therapist or Third-party Provider support. Therapist involvement in troubleshooting will not exceed the duration of one session. If the problem is not resolved by the end of the session, therapist will contact Global Teletherapy, and a Global Teletherapy representative will be in touch with the Client Responsible Party and/or Third-party Provider Support to identify the



- problem. The Client Responsible Party shall work with Global Teletherapy in commercially reasonable manner to resolve this issue.
- c. If the problem is determined by Global Teletherapy and Citrix or Zoom to be the result of an internal Citrix or Zoom, clinician, internet, hardware or other Global Teletherapy-related issue, Global Teletherapy will assume responsibility for resolving the issue, and will work to solve the problem in a commercially reasonable manner.
 - d. Any necessary repairs to be made by Global Teletherapy or Client are expected to be performed in a commercially reasonable manner and on a reasonable timeline.
 - e. Client agrees to cooperate and work closely with Global Teletherapy to reproduce errors, including conducting diagnostic or troubleshooting activities as reasonably requested and appropriate. Also, subject to Client's approval on a case-by-case basis, Users may be asked to provide remote access to their workstation for troubleshooting purposes.
 - f. Global Teletherapy will work with users to set-up and trouble-shoot new equipment. Additional equipment (beyond what is provided to the user as stated in the Agreement) is the responsibility of the Client. Upon Client's request Global Teletherapy can order necessary equipment but user will be invoiced for such equipment.
 - g. Global Teletherapy cannot support the use of hardware, software and operating system configurations that do not meet the specified requirements found within this Agreement.
 - h. Global Teletherapy may change its Standard Maintenance & Support Plan from time to time in its sole discretion.



Exhibit B: Environment, Equipment, and Supervision

Client shall provide Global Teletherapy with the below. Global Teletherapy will not begin services until all of the below criteria are met in order to ensure student success:

1. Computer Set-Up

- Computer with monitor
- Web camera with 15 FPS (frames per second) capture rate
- Headset (or speakers if in an empty room) with attached microphone (provided by GT)
- Phone or cell phone with speaker capability in the immediate vicinity of the computer where service is delivered.

| | |
|----------------------------|--|
| Operating system | Windows XP with SP3 or later Windows 7 or later Mac OS X MacOS 10.7 or later |
| Web Browser | Windows: IE7+, Firefox, Chrome, Safari 5+ Mac: Safari 5+, Firefox, Chrome |
| Internet connection | 5 Mbps |
| Software | Zoom Desktop App JavaScript enabled |
| Hardware | 4GB or more of RAM Headset Webcam |

Whitelist globalteletherapy.com and Citrix web addresses and zoom web addresses (provided by Global Teletherapy)



2. Environment

- a. A suitable non-noisy controlled space such as a resource room, classroom, computer room, library and/or home setting.
- b. Ample lighting that shines either (i) from above the student or (ii) directly on the face of the student but not (iii) from behind the student and directly into the webcam.

3. Supervision

- a. A paraprofessionals (or parents) to provide the below services. Additional services may or may not be required.
 - i. Transporting the student to/from the telepractice session.
 - ii. Assisting the student with technology set-up (e.g., attaching the headset to the computer).
 - iii. Ensuring that the conferencing connection with remote therapist is functioning. Contacting the therapist via phone if necessary.
 - iv. Remaining in the sessions to ensure that any technology glitches are reported and fixed
 - v. Providing cues, prompts, and models for the student upon therapist direction.
 - vi. Helping relay information between the school staff and the therapist related to scheduling, absences, or school functions.
- b. The paraprofessional shall act under the directive of Global Teletherapy's Therapist except in the event of an emergency.