

Comp Therapy

ASSESSMENT, CONSULTATION, SERVICES, STAFFING AGREEMENT

This Services and Consulting Agreement (this “Agreement”) is entered into effect as of July 1st, 2021 by and between Comprehensive Therapy Associates, Inc. (“Comp Therapy”) 111 N. Jackson St. Suite 202 Glendale, CA 91206 and TEACH Public Schools (“Client”): TEACH Academy of Technologies located at 10045 S. Western Ave., Los Angeles, CA 90047 and TEACH TECH Charter High School located at 10616 S Western Ave, Los Angeles, CA, and TEACH Prep Elementary located at 8505 S. Western Ave., Los Angeles, CA 90047.

RECITALS

Comp Therapy (Comprehensive Therapy Associates, Inc.) is a registered Non-Public Agency (NPA Code: 1A-19-532) with the California Department of Education which engages in providing education and consulting services to education and social services agencies. Client is a California nonprofit public benefit corporation that offers educational programs to students identified at its charter schools (“Service Location”). Client wishes to engage Comp Therapy to provide certain services with respect to education and/or other social services and Comp Therapy wishes to provide such services, pursuant to the terms and conditions set forth below:

AGREEMENT

In consideration of the promises and covenants contained herein, the parties agree as follows:

1. COMMENCEMENT DATE AND TERM

This Agreement shall commence at 12:01 a.m. on July 1st, 2021 (the “Commencement Date”), and shall continue until 11:59 p.m. on June 30th, 2022 (the “Term”).

2. RESPONSIBILITIES OF COMP THERAPY

A. COMPLIANCE WITH LAWS

- a. During this Agreement, Comp Therapy shall comply with all applicable federal and state statutes, laws, ordinances and regulations relating to its business in general and the provision of special education services.
- b. Comp Therapy shall ensure that all Comp Therapy Personnel are qualified to provide Services to students under the Individuals with Disabilities Act (IDEA). All instructors and therapists (“Comp Therapy Personnel”) provided by Comp Therapy under this Agreement will meet State of California requirements for providing the Services; such as holding an applicable California credential, certification or license and TB test clearance appropriate for providing the requested service. Upon the client’s written request, Comp Therapy shall provide a list of all Comp Therapy Personnel that currently serve or will serve students enrolled in the Program. Such list will

identify the credentials and/or licenses held by each Comp Therapy Personnel. Comp Therapy shall notify Client within a commercially reasonable timeframe of any change concerning Comp Therapy personnel who provide Services directly to students under this Agreement. An officer of Comp Therapy shall certify to Client that Comp Therapy Personnel providing instruction or therapy services hereunder are trained to and accept full responsibility to act as mandated child abuse reporters pursuant to California State Law.

- c. Comp Therapy shall conduct all required background and qualification checks, including but not limited to Live Scan fingerprinting of personnel through the Department of Justice ("DOJ") database as required by the applicable law and, upon receipt of DOJ clearance, certify to Client that no Comp Therapy Personnel working with students of Client have been convicted of a violent or serious felony (as defined by applicable law) or are the subject of a criminal action pending upon charges of commission of a violent or serious felony (as defined by applicable law).
- d. Comp Therapy shall pay, withhold, and transmit payroll taxes; provide unemployment, workers' compensation, and all other required insurances; and handle unemployment and workers' compensation claims involving Comp Therapy Personnel.

B. INSURANCE

- a. Insurance Obligations of Comp Therapy. Comp Therapy shall procure and maintain the following insurance while this Agreement is in effect:
 - i. General and Professional Liability. General and professional liability insurance covering all activities of Comp Therapy Personnel at Client's facilities in performance of Comp Therapy obligations under this Agreement with coverage of not less than- One Million Dollars (\$1,000,000) for any incident ,Two Million Dollars (\$2,000,000) annual aggregate per incident, and Three Million Dollars (\$3,000,000) excess liability policy for a maximum of Five Million Dollars (\$5,000,000) per aggregate limit Comp Therapy agrees to provide Client with a Certificate of Insurance naming Client as an additional insured on such general and professional liability insurance policies. Policies will be furnished to Client for review upon request.
 - ii. Worker's Compensation. Worker's disability compensation insurance covering each Comp Therapy employee providing Services to Client hereunder; insurance shall comply with all applicable legal requirements.

3. RESPONSIBILITIES OF CLIENT

A. COMPLIANCE WITH LAWS

- a. Comply with all applicable federal, state, and local laws, ordinances and regulations relating to this Agreement and to Comp Therapy Personnel, as well as all rules relating to Special Education related requirements.

B. INSURANCE

- b. Insurance Obligations of Client. Client shall procure and maintain the following insurance while this Agreement is in effect:
 - i. General and Professional Liability. General and professional liability insurance covering all activities of Client and Client Personnel at Client's facilities in performance of Client's obligations under this Agreement with coverage of not less than One Million Dollars (\$1,000,000) for any incident, and Two Million Dollars (\$2,000,000) annual aggregate per incident and Three Million (\$3,000,000) excess liability policy for a maximum of Five Million Dollars (\$5,000,000) per aggregate limit. Client agrees to provide Comp Therapy with a Certificate of Insurance naming Comp Therapy as an additional insured on such general liability and professional insurance policies.
 - ii. Worker's Compensation. Worker's disability compensation insurance covering the activities of each Client employee providing services to students in the Program; insurance shall comply with all applicable legal requirements.

C. ADDITIONAL RESPONSIBILITIES OF CLIENT

- a. Client shall provide Comp Therapy Personnel with a safe and secure work site, any and all appropriate information, equipment, furnishings and space for Comp Therapy Personnel to conduct their work as requested at no additional cost to Comp Therapy.
- a. Provide Comp Therapy personnel with all necessary student information, including documents in Client's possession, so that Comp Therapy is able to properly carry out services and duties listed under this Agreement. Such information and documents may include but are not limited to individual needs of students in the Program, evaluations, reports, observations, and details regarding the student's health history.
- b. Notify Comp Therapy at least 10 business days in advance of any new Services requested by the Client that were not originally listed on Exhibit A. Unless

otherwise agreed to in advance, Comp Therapy shall have up to 5 business days after such notice to notify the Client whether it has the ability to carry out the new requests, whether the new requested services are outside of its agreed Services to be provided as detailed on Exhibit A, or if the requested service(s) would change any existing fee structure.

4. COMPENSATION AND METHOD OF PAYMENT

Payment Terms, Bill Rates, and Fees

- A. Client will pay Comp Therapy for Comp Therapy's services at the rate(s) stated on Exhibit A, and will also pay any additional costs or fees set forth in this Agreement.
 - a. Comp Therapy will provide invoices by the 15th of each month for services provided the preceding month. Comp Therapy will provide Client with copies of service logs from Comp Therapy personnel who provided services at designated Service Location.
 - b. Fees are due and payable to Comp Therapy within thirty (30) calendar days of the date of the invoice. In the event an invoice is not timely paid, Client agrees to pay a service charge on any outstanding amount at the rate of maximum allowed by law or 1% per month whichever is higher. Late payment may also result in immediate suspension of Comp Therapy's services under this agreement at Comp Therapy's sole discretion. If a portion of any invoice is disputed, Client agrees to pay the undisputed portion. Client shall be responsible for any and all related expenses including but not limited to any reasonable attorney and court fees, in relation to collection activities by Comp Therapy for any related unpaid undisputed balances.
 - c. If a portion of any invoice is disputed, Client agrees to pay the undisputed portion. Comp Therapy and Client shall use their best reasonable good faith efforts to resolve such dispute within the thirty (30) calendar day period following such notice, and Client will provide to Comp Therapy all student and other record materials relevant to the disputed charges. If such dispute cannot be resolved within such thirty (30) day period, either Comp Therapy or Client may terminate this Agreement, with at least a thirty (30) business day written notice and either party, regardless of whether the Agreement is then terminated, shall have the right to submit the dispute to arbitration in accordance with Paragraph 10 below. The failure of Client to notify Comp Therapy as to any disputed invoice or portion thereof in writing within thirty days pursuant to this subsection shall be a stipulation by Client that the charges therein are accurate and shall be a waiver of any objection to those charges in any future disputes or proceedings.

5. NO HIRING AGREEMENT

- A. Client recognizes that Comp Therapy's employees are a unique and valuable resource of Comp Therapy, who have been trained by Comp Therapy, and that but for this Agreement and Comp Therapy's services rendered to the Client, the Client would not have access to Comp Therapy's employees and knowledge of their true performance and capabilities. In addition, Client recognizes that Comp Therapy employees may have certain legal obligations arising from contract or otherwise to Comp Therapy that may restrict Comp Therapy employees from working for competitors or unfairly working in direct competition with Comp Therapy. As such Client agrees to a 365 day "No Hire" period for any of Comp Therapy's employees. As such, if the Client uses the services of a Comp Therapy Personnel as its direct employee, independent contractor or sub-contractor during or within 365 days after any assignment of Comp Therapy Personnel to Client through Comp Therapy, Client must immediately notify Comp Therapy and pay Comp Therapy a placement fee in the amount of \$5,000. Comp Therapy has sole discretion to modify, waive or reduce the placement fee.

6. CONFIDENTIAL INFORMATION

- A. Comp Therapy and Client agree to keep confidential and to not disclose to third parties any information provided by Comp Therapy pursuant to or learned by Client during the course of this Agreement unless Client has received the prior written consent of Comp Therapy to make such disclosure. This provision shall survive expiration and termination of this Agreement. Comp Therapy and Client warrant that all of its operations are compliant with all federal and state laws, rules and regulations pertaining to privacy and/or security of personal data. Client agrees that it will not share any "confidential data" with any other vendor without first disclosing to Comp Therapy in writing all data fields and all records to be provided, and receiving written authorization from CTA giving permission for the Client to provide the data to a third party.

7. INDEMNIFICATION AND LIMITATION OF LIABILITY

- A. Comp Therapy shall indemnify, defend, and hold harmless Client and Client's parents, subsidiaries, affiliated entities, directors, owners, representatives, attorneys, insurers and employees, from and against all losses, liabilities, expenses, and claims for damages (including court costs and reasonable attorney's fees) which may be asserted or claimed against Client as a result of Comp Therapy's negligence or willful and unlawful conduct, including without limitation any violation or breach of this Agreement.
- B. Client shall indemnify, defend, and hold harmless Comp Therapy and Comp Therapy's parents, subsidiaries, affiliated entities, directors, owners, agents, representatives, attorney, insurers and employees, from and against all losses, liabilities, expenses, and claims for damages (including court costs and reasonable attorney's fees) which may be

asserted or claimed against Comp Therapy as a result of Client's negligence or willful and unlawful conduct, including without limitation any violation or breach of this Agreement.

8. TERM OF AGREEMENT

- A. This Agreement shall begin on the date first written above and shall expire on the date stated in this Agreement or until terminated by either party. Either party may terminate this Agreement, without cause, upon at least sixty (60) business days prior written notice.
- B. Comp Therapy reserves the right to immediately terminate this Agreement in the event:
 - a. Client breaches any duty under this Agreement, including but not limited to the failure to timely pay any amounts due to Comp Therapy, provided that Comp Therapy gives written notice of such breach and Client does not pay Comp Therapy the amount (plus any interest due thereon within five (5) business days of such notice;
 - b. If required by law or regulation; or
 - c. If Client becomes insolvent or commits any act of bankruptcy, or a petitioner for involuntary bankruptcy is filed against Client, or Client makes general assignment for the benefit of creditors under the bankruptcy or insolvency laws
- C. Upon termination, Comp Therapy shall have no further obligation to provide Client with Comp Therapy Personnel. The provisions regarding Confidential Information and Cooperation shall continue in effect subsequent to and regardless of termination of this Agreement.

9. INDEPENDENT CONTRACTORS

- A. The parties hereto acknowledge and agree that the relationship created between Comp Therapy and Client as a result of this Agreement is strictly that of independent contractors. Nothing contained herein shall be deemed to be any partnership, joint venture, principal-agent, fiduciary-beneficiary, or other relationship. Comp Therapy shall be responsible for all compensation, salaries, taxes, withholdings, contributions, benefits (if any), and worker's disability compensation insurance with respect to all Comp Therapy Personnel employed or contracted by such party and shall indemnify, defend, and hold harmless the other party and its officer, directors, agents, contractors, representatives and employees, from and against any and all liability, loss, damages, claims, causes of action, and expenses associated therewith (including without limitation attorney's fees) caused or asserted to have been caused, directly or indirectly, by or as a result of same. The provisions of this Section shall survive the expiration or termination for any reason of this Agreement. Comp Therapy shall complete and submit a Form W-9 to Client prior to rendering services.

10. MISCELLANEOUS

- A. The parties intend that the benefits of this Agreement shall inure only to Comp Therapy and Client and not to any third person or party.
- B. No waiver, amendment, or modification of this Agreement shall be effective unless the waiver, amendment, or modification is in writing and signed and dated by the party against whom the waiver, amendment, or modification is to be enforced.
- C. If any term, provision, covenant or condition of this Agreement shall be held by a court of competent jurisdiction to be invalid, void or unenforceable, in whole or in part, such decision shall not affect the validity of any remaining portion, and the remaining portion shall stand in full force and effect, and shall in no way be affected, impaired or invalidated. Any provisions thus affected shall be modified to the extent necessary to bring the provision within the applicable requirements of the law.
- C. This Agreement, including attached exhibit(s), constitutes the entire Agreement between the parties regarding its subject matter, and supersedes all prior agreements and understandings between the parties, whether oral or written, relating to its subject matter.
- D. The provisions of this Agreement shall benefit and bind the parties and their respective heirs, representatives, successors, and assigns.
- E. A party's delay or failure to enforce any of the stated provisions of this Agreement on one or more occasions will not be a waiver of that or any other occasion(s) or of the party's right thereafter to enforce each and every provision of this Agreement.
- F. A party shall have no right or power to and shall not purport to transfer or assign this Agreement without prior written consent from the other party.
- G. Governing Law: This Agreement shall be governed by the laws of the State of California. It may be executed in several counterparts and constitutes the entire agreement for the service described. If any provision in this contract is held by any court to be invalid, void, or unenforceable, the remaining provisions shall continue in full force. Any legal action arising from, involving or relating to this Agreement shall be brought in a court of competent jurisdiction located in Los Angeles, California. Both parties agree and hereby release their rights to a trial by jury.
- H. Attorney's Fees: If any legal action or any arbitration or other proceedings are brought for the interpretation or enforcement of this Agreement, or any rights of the parties with regard to this Agreement, and/or any related agreement, or because of an alleged dispute, breach, or default, the successful or prevailing party shall be entitled to recover its reasonable attorney's fees and expenses, and any costs associated with any enforcement proceeding.
- I. Notices: Any notice, request, demand, consent, approval or other communication required or permitted under this Agreement must be in writing and will be deemed to have gone into

effect (a) on actual delivery, if delivery is by hand, or (b) on receipt if delivery is by facsimile, or (c) five (5) days after deposit in the U.S. mail, postage prepaid, certified or registered mail, return requested. Each such notice shall be sent to respective parties at the address indicated below.

11. CONFLICTS OF INTEREST

- A. Comp Therapy warrants that no part of the total amounts paid by Client shall be paid directly or indirectly to an employee or official of Client as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to Comp Therapy in connection with any work contemplated or performed relative to this Agreement. Comp Therapy acknowledges, understands, and agrees that this Agreement shall be null and void as determined by Client if Comp Therapy is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of Client.

12. NONDISCRIMINATION

- A. Comp Therapy hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of Comp Therapy on the grounds of that individual's race; color; gender (including gender identity and gender expression); sex (including pregnancy, childbirth, breastfeeding, and related medical conditions); religious creed (including religious dress and grooming practices); marital/registered domestic partner status; age (forty (40) and over); national origin or ancestry (including native language spoken); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic characteristics); taking a leave of absence authorized by law; genetic information; sexual orientation; military and veteran status; or any other consideration made unlawful by federal, state, or local laws.

13. RECORDS

- A. Comp Therapy shall maintain documentation for all charges under this Agreement. The books, records, and documents of Comp Therapy, insofar as they relate to work performed or money received under this Agreement, shall be maintained for a period of five (5) full years or longer as required by law from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by Client or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

14. PRESS RELEASES

- A. Comp Therapy shall not refer to the existence of this Agreement, nor use the name of or make reference to Client for any purpose in any releases for public or private dissemination, advertising or other materials, without the prior written consent of Client's Chief Development & Communications Officer. Comp Therapy acknowledges that remedies at

law may be inadequate to provide Client with full compensation in the event of Comp Therapy's breach of this provision, and that Client shall be entitled to seek injunctive relief in the event of any such breach.

15. FERPA/IDEA

- A. This Agreement is entered into by Comp Therapy and Client in accordance with the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1231(g), et seq., (FERPA) and the Individuals with Disabilities Education Act, 20 U.S.C. Section 1400, et seq., (IDEA). Comp Therapy hereby acknowledges that all documents which include personally identifiable information contained in or derived from a student's education records are deemed confidential pursuant to FERPA and IDEA. Comp Therapy agrees not to re-disclose any such personally identifiable information without prior written consent as required by law, or unless re-disclosure is otherwise authorized by law. Comp Therapy agrees that nothing in this Agreement may be construed to allow either Comp Therapy or Client to maintain, use, disclose, or share the personally identifiable information in a manner not allowed under Federal or State law or regulation.
- B. Comp Therapy agrees to comply with all applicable laws that require notification of individuals in the event of an unauthorized release of personally identifiable information or other event requiring notification, In the event of a breach of any of Comp Therapy's security obligations, or any other event requiring notification under applicable law, Comp Therapy agrees to:
 - a. Immediately notify Client of such event with 24 hours of discovery; and
 - b. Cooperate with Client to inform all such individuals in accordance with applicable laws; and
 - c. Indemnify, hold harmless, and defend Client and its Board Members, administrators, employees, agents, attorneys, volunteers, subcontractors, and related entities and persons from and against any claims, damages, fees, or other harm related to such a data breach.
- C. Within thirty (30) days after termination of this Agreement, Comp Therapy will return all personally identifiable information that is in written, electronic, or other tangible form, computer memory, or any hard copy records to Client as well as purge any copies of the personally identifiable information. Comp Therapy agrees to require all employees, contractors, or agents of any kind working on the project to comply with this provision.

Any party may change its address for purposes of this Section by giving the other party written notice as provide in this Section.

The parties, intending to be legally bound, duly execute this Agreement as of the date stated above.

TEACH Public Schools

Printed Name: _____

Title: _____

Signature: _____

Date: _____

Comp Therapy

Printed Name: Daniela Garcia, MS, Special Education

Title: Regional Director

Signature: *Daniela Garcia*

Date: 6/8/2021

Exhibit A

ASSESSMENT, SERVICE AND CONSULTATION FEE

Assessment / Service / Consultation Type	In-Person Hourly Rate
Program Initiation/Set-Up Fee	\$ 450 annual one-time
Program Administrator/Consultation	\$ 150
Adapted Physical Education (APE)	\$ 135
Assistive Technology (AT)	\$ 135
Augmentative Alternative Communication (AAC)	\$ 135
Behavior Intervention Implementation (BII) [CPI and ABA Trained]	\$ 45
Behavior Intervention Development (BID)	\$ 105
Functional Behavior Assessment (FBA) Completed by Board Certified Behavioral Analyst (BCBA)	\$ 105
Case Manager / Academic Assessment	\$ 95
Counseling / Mental Health Services	
ERICS Counselor	\$ 105
Marriage and Family Therapist (MFT)	\$ 105
Pupil Personnel Counselor (PPS)	\$ 92
Deaf and Hard of Hearing (DHH)	\$ 130
Health Services	
Certified Nursing Assistant (CNA)	\$ 35
Licensed Vocational Nurse (LVN)	\$ 45
School Nurse/Registered Nurse (RN)	\$ 95
Health Assessment	\$ 300 flat rate
Vision, Hearing, and Scoliosis Screening	\$ 6 per student
Occupational Therapist (OT)	\$ 105
Certified Occupational Therapist Assistant (COTA)	\$ 80
Psycho-Educational Assessment	\$ 105
Psycho-Educational Assessment – Bilingual	\$ 125
Psycho-Educational Independent Education Evaluation - IEE	\$ 150
Specialized Academic Instructor (SAI)	\$ 68
Specialized Academic Instructor Aide (SAIA)	\$ 40
Speech-Language Pathologist (SLP)	\$ 105
Speech-Language Pathologist Assistant (SLPA)	\$ 72
Interpreter Services	
Translation Services – Written Reports/IEPs	\$ 88

In compliance with California law and code, Comp Therapy and Client must ensure that all its non-exempt employees are provided with the required number of breaks as prescribed by law when services are provided at Client work site.

ASSESSMENTS

Student Unavailable: For all scheduled assessments, Client must provide at least one business day notice of student absence OR change in the school/student schedule which may hinder the assessor's ability to assess the student. Failure to notify the assessor or Comp Therapy of student absence or a change in schedule will result in a 2-hour service charge.

Off Site Hours: Off-site hours will be billed in 15 minute increments. Assessment Reports, IEP Development, Compliance Review, and/or Consultations may be provided/completed off-site.

Rush Rate: Client must submit request for assessment allowing at least 45 days for completion of assessment. If Client requests an assessment to be completed within 30 days or less of deadline Client will be charged RUSH RATE of \$135 per hour.

RELATED SERVICES

Minimum Service Charge: There is a 3-hour on-site minimum for all services providers, except BII services have a 4-hour on-site minimum.

Schedule Change: For all scheduled assignments, Client must provide at least one business day notice of student absence OR change in the school/student schedule which the employee will not be able to provide services. Failure to notify the provider or Comp Therapy of student absence or a change in schedule will result in a 3-hour service charge.

BII Student Service: Client will be charged 4-hour service charge if student is absent or schedule change that was not notified to BII provider and BII was in route or at school site. Failure to notify the provider or Comp Therapy of student absence or change in schedule will result in 4-hour service charge. Comp Therapy employees may also work on other duties related within their scope of practice during the time a student is absent from their schedule assignment.

Cancellation of Meetings: If the event that a meeting is cancelled or postponed, Client must inform provider at least one day in advance. Failure to notify the provider change or cancelled meeting will result in a 1-hour service charge. If meeting is cancelled while provider is on site, Client will be billed a 1-hour service charge.

Off Site Hours: Off-site hours will be billed in 15 minute increments which may include: IEP Development, Compliance Review, Documentation/Prep, and Consultations.

Request for Providers: Clients can reserve service providers or assessors in advance; however, Comp Therapy does not guarantee a specific service provider or assessor may be available. When placing providers, Comp Therapy always evaluates the needs of each Client.

IMPORTANT: All provider inquiries and change in providers must first be communicated with Comp Therapy Director and not directly with the provider.

Billing Descriptions for Related Service Providers

Description	Action Item	Average Billing	Maximum Billing
Direct Services	Provide direct services to students	Start to End Time	Start to End Time
Documentation	Session Notes	5 mins per student	10 mins per student
Prep Time/ Treatment Planning	Prep Time (per school)	30 mins per day	1 hour per day
IEP Development	<ul style="list-style-type: none"> Preparation for IEP meeting per student - Record/data review - Reporting on previous goals - Parent/teacher consult - Updating present levels of performance - Creating new goals - Updating services - Updating IEP information before/after IEP meeting to reflect IEP team decisions 	1 hour	2 hours
IEP Meeting	IEP Meeting	Start to End Time	Start to End Time
Compliance	Review PLP/goals, add one new student to current caseload, update schedule	15	30
	Set-up new caseload of more than one student. Review PLP/goals, create schedule/groups	Start to End Time	Start to End Time
	Service Delivery Report (weekly, monthly)	15	30
	Progress reports (due during Report Card period; 3-4 times per year)	5 mins per student	10 mins per student
Collaboration	Teacher/Parent Consultation	Start to End Time	Start to End Time
	Collaboration with school site lead / sped team (email, phone, text, in-person, teleconference)	Start to End Time	Start to End Time