



SERVICES AGREEMENT

This Services Agreement (“Agreement”) is to be effective as of July 1st, 2017 between *Foundations Developmental House, LLC*, an Arizona limited liability company (“Contractor”) and American Leadership Academy (ALA), North Las Vegas, Nevada (“Client”).

BACKGROUND:

A. Client desires that Contractor provide the Services (as defined below) on the terms and conditions set forth in this Agreement.

AGREEMENT:

The parties agree as follows:

1. **Description of Services.** Contractor agrees to provide the following services for Client (collectively, the “Services”):

A. Provide speech and language therapy for children who are in need of services on an individual or small group basis as dictated by the IEP service delivery recommendation.

B. Provide speech and language screenings and evaluations for any children that have been referred.

C. Participate in all meetings that are required.

D. Prepare any/all paperwork that is required.

E. Provide services at all ALA Nevada campuses that fall under the Charter for American Leadership Academy.

777 East Ann St.,
North Las Vegas, Nevada

As part of our services:

- We will complete all MIPS/required paperwork at no additional charge

- We offer staff professional development workshops at no additional charge
- Master level therapist are nationally recognized experts in the field with both school and clinical background.
- Master level therapist are experienced in going to due process and have experience as an expert witness in court.
- We are experts in keeping paperwork in compliance
- We supply all assessment tools and record forms and therapy materials

2. **Time for Performance.** Contractor agrees to complete the performance of the Services beginning August 1st, 2017 through the last day of the scheduled 2019 school year. The first invoice under this contract will be issued August 1st, 2017.

3. **Payment.** In consideration of Contractor's performance of the Services, Client will pay Contractor as provided below within seven (7) days after the month in which the Services were provided. If client terminates contract prior to the expiration of the agreed upon terms, client is fully responsible for the full contracted amount and will be bill monthly until term completion, July 1st, 2019.

Contractor will bill client the monthly rate for speech and language services. The annual service cost for these services is **\$56,880.00**. This annual service fee reflects one Speech-Language Therapist (Bachelor degree). Speech therapy services are performed by a certified Bachelors level Speech Language Pathologist (B.A. SLP). These services include direct therapy time with the students, session-by-session therapy notes per student, quarterly progress reports, lesson planning, attending annual IEP meetings, screenings, psychometrician for standardized assessments and any required paperwork.

Any required Master level Speech Language Pathologist (CCC-SLP) services include consulting with the on-site Speech Therapist, reviewing and contributing to evaluation paperwork and IEP paperwork report writing, participating/attending MET/IEP meetings via phone/video platform, completing required paperwork for MET/IEP meetings, etc. will be billed on a as-needed-basis. Hourly rate is \$55.00.

A. Payment Schedule:

12-month payment schedule option: **\$4,740.00 per month** (ALA will receive the first invoice August 1st, 2017; and final invoice July 1st, 2019)

If ALA needs additional service days to provide services on an as-needed-basis, the Day Rate is \$316.00/day for and SLP (BA). For example, if the caseload accedes what can be accomplished in a five day work week, ALA Nevada may require an additional services day.

B. Contractor will send billing via email to Client, c/o (Provided Name of Individual and email address), by the first business day of each month.

C. Contractor will bill Client a \$75.00 late fee if payment is not received within a three-day grace period after the payment due date.

D. We offer an early payment discount. With this option, ALA can take a 1% discount off the invoice when FDH receives payment before the 5th of each month. This amount will appear as a credit on the next invoice.

4. **Independent Contractor.** The parties intend Contractor to be an independent contractor in the performance of the Services. Contractor shall have the right to control and determine the method and means of performing the above services in conjunction with the client; any charges in grouping or scheduling must be decided between both parties.

5. **Non-Competition.** During the 12 month period following the termination of this Agreement, for whatever reason and by whatever party, Client will not directly or indirectly, on its own behalf or on behalf of any other person or entity hire or solicit for employment the independently contracted speech therapist provided by and under contract with Contractor or any other therapist, who was under contract with Contractor within the one year preceding the termination of this Agreement.

6. **Other Clients.** Throughout the term of this Agreement, Contractor retains the right to perform services for other clients.

7. **Assistants.** Contractor, at Contractor's expense, may employ such assistants, as Contractor deems appropriate to provide the Services and otherwise carry out the terms of this Agreement. Contractor will be responsible for paying such assistants, as well as any expenses attributable to such assistants, including income taxes, unemployment insurance, and social security taxes, and will maintain workers' compensation insurance for such employees.

8. **Equipment and Supplies.** If Contractor determines that any special equipment or supplies are needed (i.e. assistive technology), Client will provide them at its cost and expense. Contractor agrees to notify the Special Education Coordinator of the need for such special equipment or supplies and the Special Educational Coordinator will request them of Client.

9. **Confidential Information.** From and after the date of this Agreement, neither party will reveal, divulge or make known to any person, firm or corporation any Confidential Information, except as follows: (a) with the written consent of the other party; (b) to the extent that such Confidential Information was known to a third-party prior to receipt of it from a party under this Agreement, and such knowledge is documented; (c) to the extent that such Confidential Information was public knowledge at the time that it was received by the third-party, or later became public knowledge through no fault of the receiving party; (d) to the extent that such Confidential Information was lawfully obtained by a third-party; or (e) to the extent that the disclosure is necessary to meet governmental laws, regulations or requirements. "Confidential Information" means

any trade secrets, knowledge or information with respect to the other party, processes, techniques, procedures or know-how unique to each party, or to which either party has been given access in confidence by a third party pursuant to any agreement with that third party, including any business methods or forms, the names of either party's customers or vendors, the prices either party obtains or has obtained or at which either party sells or has sold its services, or at which either party has bought materials, components, services or other supplies, or any other information of, about or concerning the business of either party, its relations with employees, including salaries, job classifications, skill levels, and either party's manner of operation, inventions, plans or any other data of any kind, nature or description.

10. **Mediation/Arbitration.** Any dispute, controversy or claim (including, without limitation, tort claims, requests for provisional remedies or other interim relief, and issues as to arbitrability of any matter) arising out of or relating to this Agreement, or the breach thereof, that cannot be settled through negotiation shall be settled (a) first, by the parties trying in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA") (such mediation session to be held in Maricopa County, Arizona, and to commence within 15 days of the appointment of the mediator by the AAA), and (b) if the dispute, controversy or claim cannot be settled by mediation, then by arbitration administered by the AAA under its Commercial Arbitration Rules (such arbitration to be held in Maricopa County, Arizona, before a single arbitrator and to commence within 15 days of the appointment of the arbitrator by the AAA), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

11. **Indemnification.** Each party under this Agreement will indemnify, defend and hold harmless the other party and its respective members, officers, directors, managers, employees, shareholders and agents for, from and against any and all losses, claims, liabilities, damages and expenses, of any nature (including, without limitation, reasonable attorneys' fees), directly or indirectly, arising out of or as a result of such indemnifying party's failure to perform or such indemnifying party's breach of a material obligation under this Agreement.

12. **Severability.** Each and every provision set forth in this Agreement is independent and severable from the others, and no restriction will be rendered unenforceable by virtue of the fact that, for any reason, any other or others of them may be unenforceable in whole or in part. If any provision of this Agreement is unenforceable for any reason whatsoever, that provision will be appropriately limited and given effect to the maximum extent provided by applicable law.

13. **Binding Effect.** Subject to Section 15, this Agreement will be binding upon the parties' respective successors, administrators, and assignees, subject to the provisions of this Agreement.

14. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes and replaces any and all other agreements, written or

oral, made prior to the date of this Agreement. All prior negotiations and understandings are merged into this Agreement. Modification or amendment of this Agreement will be made only in writing and subscribed to by the parties.

15. **Notices.** Any notice or tender required or permitted by this Agreement will be in writing and will be delivered in person or sent by certified mail. If such notice is hand-delivered or personally served, it will be effective immediately upon such delivery or service. If sent by mail, it will be sent certified mail, return receipt requested, and will be effective three days after deposit of the same in United States Mail with sufficient postage attached, for delivery to the parties at their following addresses:

If to Contractor:

Foundations Developmental House, LLC
4100 S. Lindsay Rd.
Suite #113
Gilbert, AZ 85297
Attention: Lynn Carahaly

If to Client:

American Leadership Academy (Nevada)
777 East Ann St.,
North Las Vegas, Nevada 89031

Jeremy Christensen
(480) 221-9855
jchristensen@alanevada.org

16. **Construction.** The parties agree that they have had the opportunity to participate in the drafting of this Agreement and that the respective legal counsel for such parties has had the opportunity to review this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be applied to the interpretation of this Agreement. No inference in favor of, or against, any party may be drawn from the fact that one party has drafted any portion of this Agreement.

17. **Governing Law.** This Agreement and all questions relating to its validity, interpretation, performance and enforcement will be governed by and construed, interpreted and enforced in accordance with the laws of the State of Arizona.

The parties have executed this agreement on the day and year signed below.

Contractor: Foundations Developmental House, LLC, an Arizona limited liability company  By: _____ Date: <u>06/20/2017</u> Printed Name: Lynn Carahaly, MA, CCC-SLP Its: <u>Owner/Director</u>	Client: American Leadership Academy-Nevada  By: _____ Date: <u>7/10/2017</u> Printed Name: <u>Jeremy Christensen</u> Its: <u>Executive Director</u>
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