

## **Unlimited Teletherapy, LLC – Pecos Connections Academy**

### **Speech Therapy Service**

#### **Statement of Agreement**

**I. The Parties.** This service contract (“**agreement**”) made August 23, 2021 (“**effective date**”) is by and between: Unlimited Teletherapy, LLC, with a mailing address of 6550 Denim Drive, Colorado Springs, CO 80918 (“**Service Provider**”) AND Pecos Connections Academy, with a mailing address of 1503 West Pierce Street, Carlsbad, NM 88220 (“**Client**”),

Service Provider and Client are each referred to herein as a “Party” and, collectively, as the “Parties.”

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Client hires the Service Provider to work under the terms and conditions hereby agreed upon by the Parties:

**II. Term.** The term of this Agreement shall commence on August 23, 2021 and terminate on June 30, 2022 (“**End Date**”). Upon written notice being provided by the Client of its intent to renew the Agreement, such notice being provided by or before April 1 of the Academic Year of the then current Term, this Agreement is subject to three (3) one (1) year renewal terms. (Each such one-year term being the “Term”). The Service Provider shall have thirty (30) days from the date of notice to decline to continue providing services under the terms of this Agreement and to provide written notice of its intent to the Client.

**III. Services.** The Service Provider agrees to provide the following:

- A. Unlimited Teletherapy will serve as the primary source of speech and language pathology services. All services by the primary evaluator will take place during business hours (8:00 a.m. - 4:00 p.m.). Services may be provided outside of business hours when it is mutually agreed upon by the student, family, provider, and each case is approved by the Client.
- B. Therapists will have a max full time caseload of 35 (+/-5) students, 7.5-hour work day, and follow the 38-week school calendar.
- C. Therapists are subject to change with approval from Special Education Director.
- D. The following is a list of Speech and Language Pathology services that will be provided for the fees specified in this contract:
  - 1. Screening, evaluation (not to exceed 7.5 hours per evaluation), educational programming and transition planning
  - 2. Therapeutic intervention (individual or group)
  - 3. Complete routine reports and tasks promptly and efficiently
  - 4. Participate in student planning and program development

5. Demonstrate a willingness to examine and implement change as appropriate
6. Work productively with colleagues, parents and students
7. Demonstrate accurate knowledge of field
8. Demonstrate appropriate assessment techniques and procedures
9. Possess and use current technology for instruction and management needs in a virtual setting
10. Speech/language child find screenings as needed
11. Scoring assessment tools and writing evaluation reports
12. Preparation for therapy and evaluations
13. Preparation for speech therapy portion for all applicable IEPs including present levels of performance/goal/objects
14. Attendance of and participation in IEP meetings on days which the contractor(s) is scheduled to work or provision of documentation and phone/email contact with guardians when contractor is not available to attend meetings
15. Quarterly progress reports for all speech therapy students
16. Daily notes and Medicaid billing
17. Collaboration with teachers, parents/guardians, and other school-based services when applicable for speech therapy students
18. Training of identified “e-helpers”.
19. Participation on SAT teams, for students with possible speech and/or language delays as needed
20. Participation in mandatory special education meetings as needed
21. Demonstrate a professional demeanor as defined by the Code of Ethics of the education profession

E. Cancellation Policy:

1. Therapist absences will not be invoiced.
2. Make-up sessions will be invoiced at the regular rate.
3. Student absences, when notified in less than four (4) hours, will be invoiced at the flat rate.

Hereinafter known as “**Services.**”

Service Provider shall provide, while performing the Service, that they shall comply with the policies, standards, and regulations of the Client, including local, State, and Federal laws and to the best of their abilities.

**IV. Payment Amount.** The Client agrees to pay the Service Provider the following compensation for the Services performed under this Agreement:

*Table 1: Speech & Language Pathology Services*

The following table includes daily and hourly rates for Speech & Language Pathology Services:

<b>Services</b>	<b>Rate</b>
Virtual services provided by a Speech & Language Pathologist (SLP)	\$68/hour \$510/day

All fees will be subject to Gross Receipts tax at 5.125% (GRT subject to slight fluctuations) for all Services listed above in Section III. Services.

Hereinafter known as the “**Payment Amount.**”

**V. Payment Method.** The Client shall pay the Payment Amount:

“In Full Upon Completion.”

An itemized invoice will be submitted and to be paid within 30 days of receipt of invoice by Client. Daniel Cummings will serve as the administrator who will submit invoices, communicate with Client’s business manager and Special Education Coordinator, and respond to any business inquiries.

Hereinafter known as the “**Payment Method.**” The Payment Amount and Payment Method collectively shall be referred to as “**Compensation.**”

**VI. Inspection of Services.** Any Compensation shall be subject to the Client inspecting the completed Services of the Service Provider. If any of the Services performed by the Service Provider pursuant to this Agreement are incomplete, the Client shall have the right to notify the Service Provider, at which time the Service Provider shall promptly correct such work within a reasonable time.

**VII. Time is of the Essence.** Service Provider acknowledges that time is of the essence in regard to the performance of all Services.

**VIII. Confidentiality.** Service Provider acknowledges and agrees that all student records and any other data and information related to the Client’s business is confidential (“**Confidential Information**”). Therefore, except for disclosures required to be made to advance the business of the Client and information which is a matter of public record, Service Provider shall not, during the term of this Agreement or after its termination, disclose any Confidential Information for the benefit of the Service Provider or any other person, except with the prior written consent of the Client.

- a. **Return of Documents.** Service Provider acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes, and other documentation related to the business of the Client containing Confidential Information shall be the sole and exclusive property of the Client and shall be returned to the Client upon termination of this Agreement or upon written request of the Client.

**IX. Taxes.** Service Provider shall pay and be solely responsible for all withholdings, including, but not limited to, Social Security, State unemployment, State and Federal income taxes, and any other obligations. In addition, Service Provider shall pay all applicable sales or use taxes on the labor provided and materials furnished or otherwise required by law in connection with the Services performed.

**X. Independent Contract Status.** This is not an employment contract. Service Provider acknowledges that they are independent contractors and not an agent, partner, joint venture, nor an employee of the Client. Service Provider is responsible for providing Unemployment Insurance and Workers' Compensation coverage for Service Provider's employees. Service Provider shall have no authority to bind or otherwise obligate the Client in any manner, nor shall the Service Provider represent to anyone that it has a right to do so. Service Provider further agrees that in the event the Client suffers any loss or damage as a result of a violation of this provision, the Service Provider shall indemnify and hold harmless the Client from any such loss or damage.

**XI. Fingerprinting.** By execution of this Agreement, the Service Provider acknowledges New Mexico Statute, Section 22-10A-5 applies to contracts for the provision of Ancillary Services. Section 22-10A-5 requires that employees of entities providing such Services to schools must be fingerprinted for the purpose of accessing state and federal bureau of investigation records. The Service Provider expressly acknowledges that:

- A. Service Provider and all of Service Provider's employees or subcontractors working with students must submit or have submitted fingerprints in the manner required by the Client.
  - a. Fingerprints must be submitted via an Approved Gemalto Location and submitted with the Client identified as the Agency Name.
  - b. Specific instructions for submission of fingerprinting are provided by the Client to the Service Provider and must be followed to fulfill this requirement;
- B. Service Provider shall not permit any employee to come in contact with students until this requirement has been fulfilled;
- C. Service Provider shall provide to the Client a list of names of its employees or subcontractors who may come in contact with students.

The Service Provider is required to fulfill these requirements at its own expense.

**XII. Licensure.** Service Provider shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement as required by the State of New Mexico, the New Mexico Regulation and Licensing Department, and the New Mexico Public Education Department.

**XIII. Insurance.** The Service Provider will, at its own expense, purchase and maintain insurance that will protect it from claims that may arise out of or as a result from its activities under this Agreement, where those activities are performed by it, by any subcontractor, by anyone directly or indirectly employed by the Service Provider or by anyone for whose acts the Service Provider may be liable during the term of this Agreement. The Service Provider shall furnish a Certificate of Insurance to the Client and again, if issued, upon annual renewal. If policy changes occur during the life of the Agreement, it is the Service Provider's responsibility to provide updated proof of coverage to the Client.

- A. Service Provider will submit proof of coverage under the Workman's Compensation Insurance, as required by the Labor Laws and New Mexico Statues;
- B. Service Provider will submit a certificate of general liability insurance for personal injury, occupational disease, sickness or death, and property damage;

- C. As required for professional services the Service Provider will submit a certificate of errors and omissions insurance for damages caused by an error, omission, or any negligent acts caused by the Service Provider and its subcontractors in the performance under this Agreement.

**XIV. Change of Name.** This Agreement shall remain valid and enforceable notwithstanding any change in name of the Client or the Service Provider.

**XV. Termination.**

- A. Unless otherwise renewed or earlier terminated, this Agreement shall terminate immediately upon the expiration of the Term. Except as specifically provided for herein, this Agreement can only be terminated before its expiration as follows:
  - 1. By both parties if they agree in writing to the termination;
  - 2. Termination by either party, immediately, if one party materially breaches this Agreement and fails to cure such breach within thirty (30) days following written notification of such breach from the other party. In the event objectively ascertainable reasonable efforts have been made to effect such cure and breach at issue does not objectively lend itself to cure within such 30-day period, then such additional time as necessary to complete said cure, but in no event longer than 90 days following written notification of such breach;
  - 3. Termination by either party, immediately, if the Client's charter is terminated, or if the Client is no longer authorized by an Authorizer as required by applicable state law and regulation;
- B. Obligations on Termination: In the event this Agreement is terminated by either party for any reason:
  - 1. Each party will promptly (not later than thirty (30) days after the effective date of termination) return the other party all Confidential information, property and material of any type belonging to the other party, including but not limited to, electronic versions, hard copies and reproductions and will not retain copies of any such property or material except as may be expressly permitted in this Agreement or required by applicable law;
  - 2. Client shall pay the Service Provider all amounts due under this Agreement upon the earlier of their due dates or thirty (30) days after the effective date of termination.

**XVI. Governing Law.** This Agreement shall be governed by and shall be construed in accordance with the laws in the State of New Mexico.

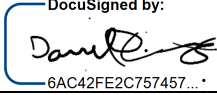
**XVII. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.

IN WITNESS WHEREOF, the Parties hereto agree to the above terms and have caused this Agreement to be executed in their names by their duly authorized officers.

**Client's Printed Name:** Gloria Lopez **Title:** Business Manager  
**(Representative of Pecos Connection Academy)**

**Client's Signatures**  **Date:** 8/25/2021  
**(Representative of Pecos Connection Academy)**

**Service Provider's Name:** Daniel Cummings **Title:** Managing Member  
**(Representative of Unlimited Teletherapy, LLC)**

**Service Provider's Signature:**  **Date:** 8/25/2021  
**(Representative of Unlimited Teletherapy, LLC)**