

E-Therapy Intermediate, Inc.– Pecos Cyber Academy

Ancillary and Related Services

Statement of Agreement

I. The Parties. This service contract (“**agreement**”) made July 1, 2024 (“**effective date**”) is by and between: E-Therapy Intermediate, Inc., with a mailing address of 1060 Broadway, Suite 230, Albany, NY 12204 (“**Service Provider**”) AND Pecos Cyber Academy, with a mailing address of 1841 US HWY 66, Ste B, Edgewood, NM 87015 (“**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 July 1, 2024 and terminate on June 30, 2025 (“**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. Ancillary and related services virtually for the students of the Client. Services will take place during business hours (8:00 a.m. - 3:30 p.m. MT), however 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. Full-time related service therapists will have 28 hours of service time with 7 hours of documentation, Medicaid note-taking, IEP planning, etc, per week. For every hour of service, 15 minutes of paperwork time is supported. The Client requires a group model where students work together. Special cases of need for an independent session can be requested in writing to the Special Education Coordinator or Director for review and response. NMPED guidelines present a full-time FTE for related services to be 1/60 or 0.017, as in 60 students, and Speech caseload as 1/35 or 0.029 FTE.
 1. Part-time related service therapists would be assigned as follows.
Each 1 day = 5 hours and 30 minutes service time with 1 hour and 30 minutes paperwork time
- C. Evaluations would be an additional service and can be completed outside of a therapist’s 7 hour work day to be billed as an additional cost above services. Due

dates will be provided by PCA at the time of request for assignment. Evaluators who are not therapists for the Client already must pass background checks and have appropriate NM licenses before testing can take place. The evaluator should notify the Client in a timely manner should parent not respond, or other circumstances prevent completion by the assigned due date. If a therapist evaluates a student during the work day or in the student's session, the evaluation rate would be billed, but the session should not be double billed as in therapy and evaluation at the same time.

1. Service Providers will supply all necessary diagnostic instruments at no additional charge to The Client beyond the cost of the evaluation found in the fees appendix.
- D. Therapists are subject to change with approval from Special Education Director. All Service Providers will be approached when a need opens for The Client for an area they have ability to fulfill. The first to find an acceptable therapist will be pursued. The Client requests a therapist have their NM licenses and a completed background check before being presented to the Client, unless the Service Provider wishes for The Client to review a resume or other information. The Client trusts our partners to consider appropriate providers without an interview process directly from The Client.
- E. The Client prefers as few changes to student access as possible. PCA has its own platforms that provide access for the students to all of their classes and support times. PCA requests service providers attempt to meet students within the PCA platform, with the ability to provide the student(s) a link to other resources or websites for their sessions. This keeps the logging in and location of supports in one format with students, but with the ability for the adult to share other resources which provides minimal impact to the student and parent as much as possible. Any Service Provider who finds they need to solely use their resource and the therapists are unable to complete the PCA preference, need to communicate with the Director of Special Education in writing with explanations of the attempts to access through PCA first. To clarify, Service Providers can use their own platforms and resources, but PCA asks the therapists to start the session in the PCA platform and then provide a link there for outside resources. Training is offered by PCA on how to access these steps.
1. The Service Provider will get written permission from the Special Education Director before any equipment or supplies are recommended for student use that would be billable to The Client.
- F. The following is a list of services that will be provided for the fees specified in this contract:
1. Screening, evaluation to include report writing, educational programming and transition planning.
 2. Complete routine reports and tasks promptly and efficiently
 - a. Complete REED

- b. Complete EDT paperwork
- c. Complete PWN
- d. Track compliance with initial IEPs and 3 year re-evaluations
- e. Review of SAT files
3. Report on evaluation results to Eligibility Determination Team with recommendations and represent the specific field in that discussion, to include appropriate references to the NMTEAM Manual.
4. Therapeutic intervention using current technology (individual or group) and the preparation needed
5. Participate in student planning and program development, to include possible FBAs and BIPs for therapists supporting mental health
6. Demonstrate a willingness to examine and implement change as appropriate
7. Work productively and collaborate with colleagues, teachers, parents/guardians, students, and other school-based services when applicable
8. Demonstrate accurate knowledge of field
9. Demonstrate appropriate assessment techniques and procedures
10. Preparation for therapy portion for all applicable IEPs including present levels of performance/goal/objects with data collection and justifications for recommendations. The Client requests all IEP information be completed at least 3 days before the IEP meeting as much as possible for case manager to share a draft with the team before the meeting.
11. Attendance of and participation in IEP meetings on days which the therapist is scheduled to work and available around therapy sessions or provision of documentation and phone/email contact with guardians when therapist is not available to attend.
12. Quarterly progress reports for all therapy students completed by set deadlines.
13. Exit planning to be provided for students identified as mastering goals/objectives.
14. Daily therapy notes for record keeping and Medicaid billing and participation in the enrollment process if not in possession of a Medicaid number already
15. Participation in mandatory special education meetings as needed
16. Demonstrate a professional demeanor as defined by the Code of Ethics of the education profession
17. For possible school nurse, Assist with medical screenings across NM, review of records, health and emergency plan creation and management
18. Conduct staff development and/or parent education as coordinated with the Director of Special Education on topics relevant to the area of expertise.

G. Cancellation Policy:

1. Therapist absences will not be invoiced.
 - If therapist must cancel, The Client expects them to schedule a make up time and this can be provided before or after the day or time of therapist absence
2. Make-up sessions will be invoiced at the regular rate with a specific mention of which missed session is being made up
3. Student absences, when notified in less than four (4) school hours, will be invoiced at the hourly rate (For example, an 8am session the Service Provider would need to be notified by 1130am the school day before, or a 2pm session

would need to have been notified by 10am that same school day). An additional note to the absence is requested in reference to notice. For example, “Student was absent with no notice from parent” (billable) or “Student was absent with less than four school hours’ notice” (billable) or “Student was absent with more than four school hours’ notice, a make-up session will be scheduled or parent waived a make up session” (not billable, unless made up, then the make up session is billable)

4. Evaluation cancellation follow the above expectations for notice to therapy in decisions for billing, however a flat 30 minute rate will be allowable for billing, not a full evaluation time.

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:

See Fees appendix

** Fee adjustments may only be proposed by The Service Providers at the end of addendum year 1, for the start of school year 26/27. Fees in this initial contract of school year 24/25 may not change for the 25/26 SY and fees for the addendum contract of school year 26/27 may then not be changed for the 27/28SY.

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.

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 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 Statutes;
- 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.

XVIII. Indemnification. Each Party agrees to indemnify and hold harmless the other Party from and against any and all manner of claims, demands, causes of action, liabilities, damages, costs, and expenses (including costs and reasonable attorney's fees) arising from or incident to the performance of such Party's, or such Party's employees, agents, or contractors, duties hereunder, except for negligent or willful acts or omissions of the other Party. Notwithstanding anything to the contrary, a Party's obligations with respect to indemnification for acts described in this article shall not apply to the extent that such application would nullify any existing insurance coverage of such Party or as to that portion of any claim of loss in which insurer is obligated to defend or satisfy.

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.

Robbi Coker

Special Ed Coordinator

Client's Printed Name

Title

(Representative of Pecos Cyber Academy)

DocuSigned by:
Robbi Coker
937C7D861726462...

6/17/2024

Client's Signature

Date

(Representative of Pecos Cyber Academy)

Elizabeth A. Stafford

Chief Executive Officer

Service Provider's Printed Name

Title

(Representative of E-Therapy Intermediate, Inc.)

DocuSigned by:
Elizabeth A. Stafford
B16AA0F84024418...

6/17/2024

Service Provider's Signature

Date

(Representative of E-Therapy Intermediate, Inc.)



Exhibit A

Hourly Bill Rates¹: Related Service Providers

Effective: July 1, 2024

	RATE PER HOUR
SPEECH THERAPY	
Licensed Speech/Language Pathologist	\$81.00 - \$91.00
OCCUPATIONAL THERAPY	
OTR / L	\$81.00 - \$91.00
PHYSICAL THERAPY	
Licensed Physical Therapist	\$81.00 - \$91.00
OTHER PROFESSIONAL SERVICES	
Licensed Social Workers	\$81.00 - \$91.00
School Psychologists	\$101.00 - \$111.00

Other _____

Services: 1.0 FTE OT which will be equivalent to 35 hours per week per full-time therapist.

The above-referenced Related Service Providers are guaranteed by the Parties to work 35 hours per week, *unless otherwise agreed to in writing and in advance by the Parties prior to commencement of services*. However, if the School is closed, for example, in observance of a holiday, Provider will not bill for those hours. Provider will only bill for hours worked by Related Service Providers. Therefore, for example, if one of the Related Service Providers calls out sick, Provider will not bill the School for the hours not worked.

The School will be billed the defined hourly rate for any Related Service Provider who has been sourced and assigned to the School by Provider, and who is available to provide Services on the Commencement Date of the Agreement. The School will pay the defined hours per day from the Commencement Date regardless of whether the School has provided the Provider with the assigned caseload and access to necessary systems and tools to complete work and otherwise provide Services (school email, IEP platform, Medicaid billing system, etc.)

¹ Finalized hourly rates for the Related Service Providers are as set forth in the Confirmation Letters attached to the Agreement as Exhibit B.



Overtime hours must be pre-approved in writing by an authorized representative of the School and the Provider.

Defined terms in this Exhibit A have the same meaning as those described in the Parties' School Staffing Agreement.

[Exhibit A to School Staffing Agreement.]