

**Utah Virtual Academy
Governing Board of Directors
Board Meeting**

Date: September 13, 2023

Time: 6:30PM

Location: 310 E. 4500 S., Suite 620; Murray, UT 84107

Zoom: <https://zoom.us/j/376536884>



Utah Virtual Academy students will attain superior academic achievement through parent involvement, innovative teaching and school accountability within a virtual environment that embraces individual learning styles.

AGENDA

CALL TO ORDER

SPOTLIGHTS

PUBLIC COMMENT (Comments limited to three minutes)

BUSINESS ITEMS (Discussion and Voting)

- Finance Report
 - Acceptance of State Revenue
 - Bank Reconciliations and Payment and Deposit Registers
 - PTIF Transfer
 - Invoice Approval for Purchases over \$7,500
 - K12 / Stride Payment
 - Academica West Payment
- Director Report
- Academica West Report
- Board Business
 - August 9, 2023 Board Meeting Minutes
 - HR Request for Proposals
 - Related Services Contract
 - SpEd Consulting Services Contract
 - Utah Education Policy Center Contract

CALENDARING

- Board Meeting October 11, 2023, 6:30pm

CLOSED SESSION- to discuss the character, professional competence, or physical or mental health of an individual pursuant to Utah Code 52-4-205(1)(a).

ADJOURN

In compliance with the Americans with Disabilities Act, persons needing accommodations for this meeting should contact Meghan Merideth at (801) 262-4922. Requests should be made as early as possible to allow time to arrange the accommodation. One or more board members may participate electronically or telephonically pursuant to UCA 52-4-207.

UTVA – Board of Directors Meeting
Financial Package Updates
Wednesday, September 13, 2023

Items of Note:

- August 2023 Financials are included. Salaries and benefits are almost non-existent as July payroll was accrued in FY22 (summer pay earned in previous year). Payroll Accruals for July have been completed. Just over \$1 million of expenses (4.4%) vs. \$3.8 million of revenues (16.6%).
- August 2023 state allotment of \$3,418,360.06 to accept this month. This included a large amount of federal receivables that were booked at the end of FY23. That's a big cash infusion for the month and leads into our PTIF discussion.
- Cash in Zions Bank now sits at \$8.7 million. We do have a couple of months' worth of K-12 Stride invoices that should be forthcoming so we have to plan for that. Over the past year, the largest month of cash outflow was \$3.6 million (October 2022) and that included two months' worth of K-12 payments including a large beginning of the year payment which should now be spread out since it's on a per pupil basis.

As such, it is my recommendation that the Board move \$4 million to the PTIF. This will leave \$4.7 million in Zions for monthly expenses and increase the PTIF balance to \$10 million. At current interest rates, UTVA will earn \$500,000 annually in interest on those funds. We can also reevaluate any additional deposits after the October 1 count and mid-year allotment adjustment which will come in the next few months.

- Invoices for approval (over \$7,500) at this time: Larry H. Miller Megaplex, N2Y LLC, Parr Brown, Teachtown, UAPCS, Arthur J. Gallagher Risk Management, Stride Virtual System Administrator.
- K12 Management Invoices of \$182,412.79 recommended for payment (4 total).
- Academica West September 2023 invoice included. Total invoice of \$39,062.49. Will be adjusted accordingly after October 1, 2023 count is finalized.

Utah Virtual Academy Statement of Activities As of August 31, 2023

	Annual June 30, 2024 Budget	Year-to-Date Actual	% of Budget
Net Income			
Income			
Revenue From Local Sources	300,300	53,328	17.8 %
Revenue From State Sources	20,856,636	3,801,039	18.2 %
Revenue From Federal Sources	2,092,800	0	0.0 %
Total Income	23,249,736	3,854,367	16.6 %
Expenses			
Instruction/Salaries			
0121 - Salaries - Principals and Assistants	1,080,000	75,998	7.0 %
0131 - Salaries - Teachers	7,342,356	499,622	6.8 %
0132 - Salaries - Substitute Teachers	42,000	253	0.6 %
0142 - Salaries - Guidance Personnel	390,000	13,855	3.6 %
0152 - Salaries - Secretarial and Clerical Personnel	221,448	17,886	8.1 %
0161 - Salaries - Teacher Aides and Para-Professionals	942,000	13,887	1.5 %
0184 - Salaries - Administrative Technology Personnel	160,200	5,746	3.6 %
Total Instruction/Salaries	10,178,004	627,247	6.2 %
Employee Benefits			
0220 - Social Security	1,056,000	72,330	6.8 %
0230 - Local Retirement	189,600	12,030	6.3 %
0240 - Group Insurance	1,380,000	46,695	3.4 %
Total Employee Benefits	2,625,600	131,055	5.0 %
Purchased Prof & Tech Serv			
0320 - Professional - Educational Services	825,000	4,752	0.6 %
0330 - Professional Employee Training and Development	180,000	6,093	3.4 %
0340 - Other Professional Services	180,000	7,356	4.1 %
0345 - Business Services	1,836,912	78,125	4.3 %
0350 - Technical Services	50,400	1,290	2.6 %
Total Purchased Professional & Technical Services	3,072,312	97,616	3.2 %
Purchased Property Services			
0410 - Utility Services	2,400	223	9.3 %
0440 - Rentals	18,000	0	0.0 %
0441 - Rental of Land & Buildings	150,000	25,886	17.3 %
0442 - Rental of Equipment & Vehicles	24,000	3,037	12.7 %
0443 - Rental of Computers & Related Equipment	660,000	648	0.1 %
0490 - Other Purchased Property Services	2,400	0	0.0 %
Total Purchased Property Services	856,800	29,794	3.5 %
Other Purchased Services			
0518 - Student Day Trips/Field Trips (includes Admission Charges)	18,000	0	0.0 %
0522 - Liability Insurance	66,000	0	0.0 %
0530 - Communication (Telephone & Other)	135,000	22,325	16.5 %
0540 - Advertising	12,000	0	0.0 %
0561 - Student Tuition to other LEAs In State	6,000	1,200	20.0 %
0580 - Travel/Per Diem	120,000	18,812	15.7 %
Total Other Purchased Services	357,000	42,337	11.9 %
Supplies & Materials			
0610 - General Supplies	1,530,000	18,812	1.2 %
0641 - Textbooks	2,400	0	0.0 %
0642 - E-Textbooks / Online Curriculum	4,140,000	25,222	0.6 %
0644 - Library Books	6,000	0	0.0 %

Utah Virtual Academy Statement of Activities As of August 31, 2023

	Annual June 30, 2024	Year-to-Date	
	Budget	Actual	% of Budget
0650 - Supplies - Technology Related	42,000	8,646	20.6 %
0670 - Software	144,000	30,498	21.2 %
Total Supplies & Materials	5,864,400	83,178	1.4 %
Property			
0730 - Equipment	18,000	0	0.0 %
0733 - Capitalized Furniture and Fixtures	42,000	0	0.0 %
Total Property	60,000	0	0.0 %
Debt Services & Miscellaneous			
0810 - Dues and Fees	27,000	697	2.6 %
Total Debt Services & Miscellaneous	27,000	697	2.6 %
Total Expenses	23,041,116	1,011,924	4.4 %
Total Net Income	208,620	2,842,443	1,362.5 %

**Utah Virtual Academy
Statement of Financial Position
As of August 31, 2023**

	Period Ending 08/31/2023 <u>Actual</u>	Period Ending 08/31/2022 <u>Actual</u>
Assets & Other Debits		
Current Assets		
Operating Cash		
Cash	8,704,653	10,312,448
Investments	6,034,465	825,901
Operating Cash	<u>14,739,118</u>	<u>11,138,349</u>
Accounts Receivables	156,885	1,672,712
Other Current Assets	14,145	0
Total Current Assets	<u>14,910,148</u>	<u>12,811,061</u>
Total Assets & Other Debits	<u>14,910,148</u>	<u>12,811,061</u>
Liabilities & Fund Equity		
Current Liabilities	761,107	81,602
Fund Balance	<u>11,306,598</u>	<u>9,782,119</u>
Net Income	<u>2,842,443</u>	<u>2,947,340</u>
Total Liabilities & Fund Equity	<u>14,910,148</u>	<u>12,811,061</u>

Utah State Board of Education

Allotment Memo

for Fiscal Year/Period 2024/02

Type: **01CHARTER**

Recipient: **5F0 UTAH VIRTUAL ACADEMY**

Major Program	Program	District Pgm/Rev	Current_Budget	Current Month	Year-to-Date	Grant to Date	Remaining Balance
84010 SAS-Title I Grants to LEA	22T1FT 22T1FT Title IA Flow-Through FFY2022	7801/4800	626,580.01	0.00	0.00	626,580.01	0.00
	23T1FT 23T1FT Title IA Flow-Through FFY2023	7801/4800	565,952.18	264,053.16	264,053.16	494,022.08	71,930.10
84010 SAS-Title I Grants to LEA - Summary			1,192,532.19	264,053.16	264,053.16	1,120,602.09	71,930.10
84027 SPED-IDEA Disabilities Educ Act	22FTFL 22FTFL IDEA Flow-Through Formula FFY2022	7524/4524	456,879.78	127,054.62	127,054.62	456,879.78	0.00
	23FTFL 23FTFL IDEA Flow-Through Formula FFY2023	7524/4524	331,622.45	0.00	0.00	0.00	331,622.45
84027 SPED-IDEA Disabilities Educ Act - Summary			788,502.23	127,054.62	127,054.62	456,879.78	331,622.45
84027X SPED-IDEA ARP	22ARPI 22ARPI SPED IDEA ARP FFY2022	7525/4500	127,019.84	0.00	0.00	0.00	127,019.84
84027X SPED-IDEA ARP - Summary			127,019.84	0.00	0.00	0.00	127,019.84
84173 SPED-Preschool Special Educ IDEA	22PRE 22PRE Preschool SPED Flow-through FFY2022	7522/4522	7,849.63	0.00	0.00	7,849.63	0.00
	23PRE 23PRE Preschool SPED Flow-through FFY2023	7522/4522	5,184.05	0.00	0.00	0.00	5,184.05
84173 SPED-Preschool Special Educ IDEA - Summary			13,033.68	0.00	0.00	7,849.63	5,184.05
84173X SPED-IDEA ARP Preschool	22ARPP 22ARPP IDEA ARP Preschool FFY2022	7523/4500	9,761.90	0.00	0.00	9,761.90	0.00
84173X SPED-IDEA ARP Preschool - Summary			9,761.90	0.00	0.00	9,761.90	0.00
84365 SAS-English Language Acq-Formula-Title III	22ELFT 22ELFT Flow-through FFY2022	7880/4800	10,843.53	0.00	0.00	0.00	10,843.53
84365 SAS-English Language Acq-Formula-Title III - Summary			10,843.53	0.00	0.00	0.00	10,843.53
84367 T&L-Improving Teacher Quality-State	222FT 222FT Title IIA Formula Flow Through FFY2022	7860/4800	52,368.56	36,052.87	36,052.87	36,052.87	16,315.69
	232FT 232FT Title IIA Formula Flow Through FFY2023	7860/4800	59,327.00	0.00	0.00	0.00	59,327.00
84367 T&L-Improving Teacher Quality-State - Summary			111,695.56	36,052.87	36,052.87	36,052.87	75,642.69
84424A T&L-Student Support Academic Enrichment Grants	224AFT 224AFT Supporting Effective Instruction Flow-Through	7905/4800	22,210.50	0.00	0.00	22,210.50	0.00
	234AFT 234AFT Supporting Effective Instr Flow-Through SFY23	7905/4800	43,829.93	22,850.57	22,850.57	31,216.28	12,613.65
84424A T&L-Student Support Academic Enrichment Grants - Summary			66,040.43	22,850.57	22,850.57	53,426.78	12,613.65
84425C SSS-Governors Emergency Education Relief	21GEER 21GEER GEER II Gov Emergency Education Relief FFY21	7230/4200	52,442.74	23,316.67	23,316.67	52,442.74	0.00
84425C SSS-Governors Emergency Education Relief - Summary			52,442.74	23,316.67	23,316.67	52,442.74	0.00
84425D SSS-Elem & Secondary School Emergency Relief	21ESSR 21ESSR ESSER II Funds to LEAs FFY2021	7215/4200	1,210,642.34	859,424.70	859,424.70	876,772.11	333,870.23
84425D SSS-Elem & Secondary School Emergency Relief - Summary			1,210,642.34	859,424.70	859,424.70	876,772.11	333,870.23
84425U SSS- American Rescue Plan ACT of 2021	21ARPF 21ARPF American Rescue Plan-Flow-through FFY2021	7225/4200	2,720,710.63	0.00	0.00	98,949.39	2,621,761.24
84425U SSS- American Rescue Plan ACT of 2021 - Summary			2,720,710.63	0.00	0.00	98,949.39	2,621,761.24
84425W SSS- ARP ESSER Homeless Children & Youth	21ARPH 21ARPH ARP ESSER Homeless Children & Youth FFY2021	7235/4200	9,321.70	0.00	0.00	0.00	9,321.70
84425W SSS- ARP ESSER Homeless Children & Youth - Summary			9,321.70	0.00	0.00	0.00	9,321.70
MSPB MSPB-Minimum School Programs Basic	22PPB 22PPB Grades 1-12 SFY2022	VAR/3010	10,298,748.17	0.00	0.00	10,298,748.17	0.00
	23PPA 23PPA Kindergarten SFY2023	VAR/3005	214,057.75	0.00	0.00	214,057.75	0.00
	23PPB 23PPB Grades 1-12 SFY2023	VAR/3010	7,873,717.74	0.00	0.00	7,873,717.74	0.00
	23PPBD 23PPBD Pub Ed Online Dist SFY2023	VAR/3010	870,045.00	0.00	0.00	870,045.00	0.00
	23PPBO 23PPBO Pub Ed Online Offset SFY2023	VAR/3010	-468.00	0.00	0.00	-468.00	0.00
	23PPD 23PPD Professional Staff SFY2023	VAR/3020	654,213.50	0.00	0.00	654,213.50	0.00
	23PPF 23PPF Special Education - Add-on SFY2023	1205/3100	2,166,092.45	0.00	0.00	2,166,092.45	0.00
	23PPH 23PPH Special Education - Self-contained SFY2023	1210/3100	155,821.93	0.00	0.00	155,821.93	0.00
	23PPI 23PPI Special Education - Extended Year SFY2023	1220/3100	2,259.00	0.00	0.00	2,259.00	0.00
	23PPK 23PPK CTE ADM SFY2023	VAR/3100	260,382.00	0.00	0.00	260,382.00	0.00
	23PPKB 23PPKB CTE Comprehensive Counseling & Guide SFY2023	5903/3100	56,999.00	0.00	0.00	56,999.00	0.00
	23PPKE 23PPKE CTE Technical Student Orgs SFY2023	6000/3100	814.00	0.00	0.00	814.00	0.00
	23PPKF 23PPKF CTE Skill Certification Competency SFY2023	6000/3100	9,655.00	0.00	0.00	9,655.00	0.00
	23PPL 23PPL Class Size Reduction SFY2023	5201/3100	429,774.55	0.00	0.00	429,774.55	0.00
	23PPN 23PPN Special Education - Impact Aid SFY2023	1225/3100	34,533.69	0.00	0.00	34,533.69	0.00
	23PPP 23PPP SPED Extended Yr Special Educators	1278/3100	17,980.00	0.00	0.00	17,980.00	0.00
	23PPR 23PPR Students At-Risk Add-on	5344/3100	280,711.67	0.00	0.00	280,711.67	0.00
	24PPA 24PPA Kindergarten SFY2024	VAR/3005	132,166.82	11,013.90	22,027.80	22,027.80	110,139.02

	24PPB 24PPB Grades 1-12 SFY2024	VAR/3010	7,273,388.78	606,115.73	1,212,231.46	1,212,231.46	6,061,157.32
	24PPBD 24PPBD Pub Ed Online Dist SFY2024	VAR/3010	259,993.00	259,850.00	259,993.00	259,993.00	0.00
	24PPD 24PPD Professional Staff SFY2024	VAR/3020	563,575.37	46,964.61	93,929.22	93,929.22	469,646.15
	24PPF 24PPF Special Education - Add-on SFY2024	1205/3100	2,094,006.36	174,500.53	349,001.06	349,001.06	1,745,005.30
	24PPH 24PPH Special Education - Self-contained SFY2024	1210/3100	158,003.33	13,166.94	26,333.88	26,333.88	131,669.45
	24PPI 24PPI Special Education - Extended Year SFY2024	1220/3100	9,433.72	786.14	1,572.28	1,572.28	7,861.44
	24PPK 24PPK CTE ADM SFY2024	VAR/3100	281,442.00	23,453.50	46,907.00	46,907.00	234,535.00
	24PPKB 24PPKB CTE Comprehensive Counseling & Guide SFY2024	5903/3100	59,850.00	4,987.50	9,975.00	9,975.00	49,875.00
	24PPKE 24PPKE CTE Technical Student Orgs SFY2024	6000/3100	824.00	68.67	137.34	137.34	686.66
	24PPKF 24PPKF CTE Skill Certification Competency SFY2024	6000/3100	10,053.00	837.75	1,675.50	1,675.50	8,377.50
	24PPL 24PPL Class Size Reduction SFY2024	5201/3100	345,184.11	28,765.34	57,530.68	57,530.68	287,653.43
	24PPN 24PPN Special Education - Impact Aid SFY2024	1225/3100	36,019.32	3,001.61	6,003.22	6,003.22	30,016.10
	24PPR 24PPR Students At-Risk Add-on	5344/3100	384,857.60	32,071.47	64,142.94	64,142.94	320,714.66
MSPB MSPB-Minimum School Programs Basic - Summary			34,934,134.86	1,205,583.69	2,151,460.38	25,476,797.83	9,457,337.03
MSPRB MSPRB-Minimum School Programs Related to Basic	21PUV 21PUV Student Health & Counseling Support Pgm	5679/3500	21,606.00	0.00	0.00	21,606.00	0.00
	22PQS 22PQS Teacher Salary Supplement Program SFY2022	5807/3400	148,565.13	0.00	0.00	148,565.13	0.00
	22PUI 22PUI English Lang Learner Software Support SFY2022	5911/3400	25,641.70	0.00	0.00	12,320.00	13,321.70
	23PQI 23PQI Concurrent Enrollment SFY2023	5333/3300	22,189.14	0.00	0.00	22,189.14	0.00
	23PQM 23PQM School Land Trust Program SFY2023	5420/3500	287,082.44	0.00	0.00	287,082.44	0.00
	23PQN 23PQN Charter School Local Replacement SFY2023	5619/3200	5,291,917.00	0.00	0.00	5,291,917.00	0.00
	23PQP 23PQP Early Literacy Program SFY2023	5805/3300	113,684.59	0.00	0.00	96,765.60	16,918.99
	23PQR 23PQR Educator Salary Adjustments SFY2023	5876/3400	644,381.46	0.00	0.00	644,381.46	0.00
	23PQS 23PQS Teacher Salary Supplement Program SFY2023	5807/3400	100,651.99	0.00	0.00	100,651.99	0.00
	23PQT 23PQT Library Books & Electronic Resources SFY2023	5810/3500	2,672.93	0.00	0.00	2,672.93	0.00
	23PUA 23PUA Teacher Supplies & Materials SFY2023	5868/3400	19,690.02	0.00	0.00	19,690.02	0.00
	23PUC 23PUC Grants for Professional Learning SFY2023	5666/3500	6,168.40	0.00	0.00	6,323.24	-154.84
	23PUE 23PUE Charter School Funding Base Prog SFY2023	VAR/3200	169,227.42	0.00	0.00	0.00	169,227.42
	23PUU 23PUU Teacher and Student Success Program	5678/3500	580,252.19	0.00	0.00	580,252.19	0.00
	24PQM 24PQM School Land Trust Program SFY2024	5420/3500	259,564.69	259,564.69	259,564.69	259,564.69	0.00
	24PQN 24PQN Charter School Local Replacement SFY2024	5619/3200	5,562,187.00	463,515.58	927,031.16	927,031.16	4,635,155.84
	24PQR 24PQR Educator Salary Adjustments SFY2024	5876/3400	1,312,544.50	109,378.71	218,757.42	218,757.42	1,093,787.08
	24PQY 24PQY Flexible Allocation-WPU Distribution SFY2024	5310/3200	5,021.60	418.47	836.94	836.94	4,184.66
	24PUA 24PUA Teacher Supplies & Materials SFY2024	5868/3400	15,762.66	0.00	15,762.66	15,762.66	0.00
	24PUE 24PUE Charter School Funding Base Prog SFY2024	VAR/3200	204,700.00	17,058.33	34,116.66	34,116.66	170,583.34
MSPRB MSPRB-Minimum School Programs Related to Basic - Summary			14,793,510.86	849,935.78	1,456,069.53	8,690,486.67	6,103,024.19
PEESRA PEESRA-Public Ed Economic Stabilization Rest Acct	23ELOO 23ELOO Early Literacy Outcomes One-time PEESRA	5697/3800	8,612.00	4,059.00	4,059.00	4,059.00	4,553.00
	23PQD 23PQD Public Ed Capital & Technology PEESRA	5653/3200	248,730.14	0.00	0.00	248,730.14	0.00
	23PUES 23PUES Charter School Funding Base Prog PEESRA	VAR/3200	0.00	0.00	0.00	169,227.42	-169,227.42
	23PUI 23PUI English Language Learner Software SupportPEESRA	5911/3400	12,976.42	0.00	0.00	0.00	12,976.42
	23PUY 23PUY Educator Professional Time PEESRA	5651/3200	209,343.99	0.00	0.00	209,343.99	0.00
	24PUY 24PUY Educator Professional Time PEESRA	5651/3200	167,480.58	0.00	167,480.58	167,480.58	0.00
PEESRA PEESRA-Public Ed Economic Stabilization Rest Acct- Summary			647,143.13	4,059.00	171,539.58	798,841.13	-151,698.00
SAS SAS-Student Advocacy Services	S18PKU S18PKU School Turnaround & Leadership Dev SFY2018 PSC	5295/3800	3,200.00	0.00	0.00	3,200.00	0.00
SAS SAS-Student Advocacy Services - Summary			3,200.00	0.00	0.00	3,200.00	0.00
SSS SSS-Student Support Services	22ECSN 22ECSN Electronic Cigarette Substance & Nicotine Prev	5673/3800	4,000.00	0.00	0.00	4,000.00	0.00
	23SUPV 23SUPV Suicide Prevention SFY2023	5674/3800	1,000.00	0.00	0.00	1,000.00	0.00
SSS SSS-Student Support Services - Summary			5,000.00	0.00	0.00	5,000.00	0.00
T&L T&L-Teaching & Learning	20PJB 20PJB STEM Endorsement Incentives SFY2020	5644/3800	700.00	0.00	0.00	700.00	0.00
	22DRED 22DRED Drivers Ed SFY2022	5610/3800	2,550.00	0.00	0.00	2,550.00	0.00
	22SOEF 22SOEF Statewide Online Ed Program SFY2022	5380/3800	288,534.00	0.00	0.00	288,534.00	0.00
	23DRED 23DRED Drivers Ed SFY2023	5610/3800	3,630.00	1,920.00	1,920.00	3,630.00	0.00
	23SOEF 23SOEF Statewide Online Ed Program SFY2023	5380/3800	85,821.00	24,109.00	24,109.00	85,821.00	0.00
T&L T&L-Teaching & Learning - Summary			381,235.00	26,029.00	26,029.00	381,235.00	0.00
5F0 UTAH VIRTUAL ACADEMY - Summary			57,076,770.62	3,418,360.06	5,137,851.08	38,068,297.92	19,008,472.70

Aug 31, 2023

- 92 -

8:39:42 AM

Utah Virtual Academy Reconciliation report

As of 08/31/2023

Account: UTVA Zions Bank Operating

Statement ending balance	8,704,653.42
Deposits in transit	0.00
Outstanding checks and charges	0.00
Adjusted bank balance	8,704,653.42
Book balance	8,704,653.42
Adjustments*	0.00
Adjusted book balance	8,704,653.42

Total Checks and charges Cleared	1,695,812.67	Total Deposits Cleared	3,418,360.06
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Deposits

Name	Memo	Date	Doc no.	Cleared	In transit
General Ledger entry	ALLOTMENT- UTAH VIRTUAL	08/31/2023		3,418,360.06	
Total Deposits				3,418,360.06	0.00

Checks and charges

Name	Memo	Date	Check no.	Cleared	Outstanding
Zearn, Inc.		07/28/2023	29677	5,000.00	
General Ledger entry	PAYROLL #509	08/01/2023		1,475.46	
General Ledger entry	PAYROLL #508	08/07/2023		420,048.31	
CHARTER SCHOOL THERAPY		08/10/2023	29678	465.00	
E-Therapy LLC		08/10/2023	29679	83.25	
FedEx	4865-4182-2	08/10/2023	29680	35.70	
FEDEX OFFICE		08/10/2023	29681	134.03	
Gardner Batt, LLC		08/10/2023	29682	11,748.69	
JOSTENS, INC		08/10/2023	29683	3.33	
Pacific Office Automation		08/10/2023	29684	1,099.30	
PITNEY BOWES - PUR-CHASE POWER		08/10/2023	29685	1,719.80	
ACADEMICA WEST, LLC		08/10/2023	29686	78,124.98	
K12 Management Inc.		08/10/2023	29687	345,151.92	
K12 Management Inc.		08/10/2023	29688	344,051.92	
K12 Management Inc.	WRONG TOTAL AMOUNT, NEED TO APPLY CREDITS.	08/10/2023	Voided - 29687	(345,151.92)	
T-Mobile		08/11/2023	29689	3,290.00	
Zoom Video Communications Inc.		08/11/2023	29690	17,406.90	
General Ledger entry	PAYROLL #511	08/15/2023		4,148.18	
Zions Bank CC-Shelly Strahan		08/15/2023		3,152.94	
Zions Bank CC-Shelly Strahan		08/15/2023		2,017.03	
Zions Bank CC-Meghan Merideth		08/15/2023		5,562.33	
Zions Bank - Hymas CC 0759		08/15/2023		125.00	
Bee You Tees		08/17/2023	29691	3,011.55	
CALENDLY, LLC		08/17/2023	29692	20,334.17	
EXPLORELEARNING, LLC		08/17/2023	29693	2,494.80	
Pitney Bowes Global Financial Services	1866443	08/17/2023	29694	35.00	
PULSE TECHNOLOGIES, INC.		08/18/2023	29708	7,468.60	
General Ledger entry	PAYROLL #510	08/21/2023		725,319.91	
CENTURYLINK		08/22/2023	29695	379.88	
COUNCIL FOR EXCEPTIONAL CHILDREN		08/22/2023	29696	3,045.00	

Utah Virtual Academy Reconciliation report

As of 08/31/2023

Account: UTVA Zions Bank Operating

DOTCOM THERAPY, LLC	08/22/2023	29697	579.00	
E-Therapy LLC	08/22/2023	29698	166.50	
EIMS Tech	08/22/2023	29699	550.00	
FedEx 4865-4182-2	08/22/2023	29700	34.66	
FEDEX OFFICE	08/22/2023	29701	458.08	
JILLIAN HYMAS	08/22/2023	29702	490.16	
JOSTENS, INC	08/22/2023	29703	6.66	
Lacey Robinson	08/22/2023	29704	2,283.93	
LEARNING A-Z	08/22/2023	29705	468.00	
Pacific Office Automation	08/22/2023	29706	1,217.76	
PITNEY BOWES - PUR-CHASE POWER	08/22/2023	29707	1,755.08	
Meghan Merideth	08/22/2023	29709	1,262.67	
Gardner Batt, LLC	08/30/2023	29710	11,748.69	
Texthelp Inc.	08/30/2023	29711	6,079.86	
Virtual Technologies Group, Inc.	08/30/2023	29712	6,930.56	
Total Checks and charges			1,695,812.67	0.00

ZIONS BANK®

PO Box 26547, Salt Lake City, UT 84126-0547

Statement of Accounts

This Statement: August 31, 2023

Last Statement: July 31, 2023

Primary Account [REDACTED]

0032677

1572-06-0000-ZFN-PG0021-00000

UTAH VIRTUAL ACADEMY
 TIFFANY ALLEN
 310 E 4500 S STE 620
 SALT LAKE CITY UT 84107-4266

For 24-hour account
 information, please contact:

1-800-789-BANK (2265)

zionsbank.com**WE HAVEN'T FORGOTTEN WHO KEEPS US IN BUSINESS. ®****SUMMARY OF ACCOUNT BALANCE**

<i>Account Type</i>	<i>Account Number</i>	<i>Checking/Savings Ending Balance</i>	<i>Outstanding Balances Owed</i>
Commercial Analyzed Checking	[REDACTED]	\$8,704,653.42	

COMMERCIAL ANALYZED CHECKING

128 0

<i>Previous Balance</i>	<i>Deposits/Credits</i>	<i>Charges/Debits</i>	<i>Checks Processed</i>	<i>Ending Balance</i>
6,982,106.03	3,418,360.06	1,270,089.17	425,723.50	8,704,653.42

1 DEPOSIT/CREDIT

<i>Date</i>	<i>Amount</i>	<i>Description</i>
08/31	3,418,360.06	State of Utah UTAHEFT 202308300002366REF # 023243008230001 1100226164

36 CHARGES/DEBITS

<i>Date</i>	<i>Amount</i>	<i>Description</i>
08/04	420,048.31	Stratus HR EDI PYMNTS 1695831 REF # 023215005860213 1124500368
08/04	10,857.30	CREDIT CARD ECS PAYMENT REF # 023216006297707 1124500708
08/07	5,000.00	AVIDPAY SERVICE AVIDPAY CK29677 REF # 023219007557617 1126701313
08/09	1,475.46	Stratus HR EDI PYMNTS 1702090 REF # 023221010194523 1122200856
08/14	3.33	AVIDPAY SERVICE AVIDPAY CK29683 REF # 023226003380535 1124700667
08/14	35.70	AVIDPAY SERVICE AVIDPAY CK29680 REF # 023226003381803 1124700673
08/14	83.25	AVIDPAY SERVICE AVIDPAY CK29679 REF # 023226003381824 1124700674
08/14	134.03	AVIDPAY SERVICE AVIDPAY CK29681 REF # 023226003380696 1124700668
08/14	465.00	AVIDPAY SERVICE AVIDPAY CK29678 REF # 023226003381785 1124700670
08/14	1,099.30	AVIDPAY SERVICE AVIDPAY CK29684 REF # 023226003381794 1124700672
08/14	1,719.80	AVIDPAY SERVICE AVIDPAY CK29685 REF # 023226003381791 1124700671
08/14	11,748.69	AVIDPAY SERVICE AVIDPAY CK29682 REF # 023226003381779 1124700669
08/15	3,290.00	AVIDPAY SERVICE AVIDPAY CK29689 REF # 023227004638617 1122200834
08/15	17,406.90	AVIDPAY SERVICE AVIDPAY CK29690 REF # 023227004641598 1122200835
08/21	35.00	AVIDPAY SERVICE AVIDPAY CK29694 REF # 023233009047203 1125801102
08/21	2,494.80	AVIDPAY SERVICE AVIDPAY CK29693 REF # 023233009047255 1125801103
08/21	3,011.55	AVIDPAY SERVICE AVIDPAY CK29691 REF # 023233009045788 1125801101
08/21	20,334.17	AVIDPAY SERVICE AVIDPAY CK29692 REF # 023233009045785 1125801100
08/21	725,319.91	Stratus HR EDI PYMNTS 1717063 REF # 023233009004584 1125801099
08/24	6.66	AVIDPAY SERVICE AVIDPAY CK29703 REF # 023236002347673 1121200608
08/24	34.66	AVIDPAY SERVICE AVIDPAY CK29700 REF # 023236002349170 1121200616
08/24	166.50	AVIDPAY SERVICE AVIDPAY CK29698 REF # 023236002349158 1121200614
08/24	379.88	AVIDPAY SERVICE AVIDPAY CK29695 REF # 023236002347676 1121200609
08/24	458.08	AVIDPAY SERVICE AVIDPAY CK29701 REF # 023236002347664 1121200605
08/24	468.00	AVIDPAY SERVICE AVIDPAY CK29705 REF # 023236002349146 1121200612
08/24	490.16	AVIDPAY SERVICE AVIDPAY CK29702 REF # 023236002349140 1121200610
08/24	550.00	AVIDPAY SERVICE AVIDPAY CK29699 REF # 023236002347667 1121200606
08/24	579.00	AVIDPAY SERVICE AVIDPAY CK29697 REF # 023236002349143 1121200611
08/24	1,217.76	AVIDPAY SERVICE AVIDPAY CK29706 REF # 023236002349164 1121200615
08/24	1,755.08	AVIDPAY SERVICE AVIDPAY CK29707 REF # 023236002349155 1121200613
08/24	3,045.00	AVIDPAY SERVICE AVIDPAY CK29696 REF # 023236002349173 1121200617



An Easy Approach To Balancing Your Account

To reconcile your checkbook balance to your statement balance: Mark off each entry in your check register that has been charged to your account during the statement period. List the checks you have written, but are not yet charged to your account in the "Checks Outstanding" column below. Then, follow the instructions in lines 1 through 10.

CHECKS OUTSTANDING		CHECKBOOK BALANCE	
Check Number	Check Amount	1. LIST your checkbook balance.	
		2. ADD any deposits or other credits listed on the front of this statement which you have not recorded in your checkbook (such as payroll credits or other direct electronic deposits).	
		3. SUBTOTAL:	
		4. SUBTRACT any charges listed on the front of this statement which you have not recorded (such as service charges, automatic transfers, electronic transactions, etc).	
		5. ADJUSTED CHECKBOOK BALANCE:	
		<i>This balance should agree with line 10, below.</i>	
<div style="text-align: right; margin-top: 10px;"> </div>		STATEMENT BALANCE	
		6. LIST your current statement balance as shown on the front of this statement.	
		7. ADD deposits made, but not shown on this statement.	
		8. SUBTOTAL:	
		9. SUBTRACT total from "Checks Outstanding."	
TOTAL:		10. ADJUSTED STATEMENT BALANCE:	
<i>Transfer to Line 9.</i>		<i>This balance should agree with line 5, above.</i>	

PROMPTLY EXAMINE YOUR STATEMENT AND REPORT ANY PROBLEM

You must promptly examine your account statements and report any discoverable errors, unauthorized signatures, alterations, missing endorsements, or unauthorized transfers. Failure to do so may result in your loss of certain rights or remedies. For example, you must identify the discoverable alteration or forgery of a check within 30 days of us sending you, or making available to you, the statement reflecting that check, and you must also immediately report to us what you find. Businesses should check their account transactions daily, for which various online services are available. For additional information, please see your deposit account agreement and application service agreement(s) for details. See also the consumer disclosures below.

CONSUMER ACCOUNTS: IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS OR CHECK RESERVE TRANSACTIONS

As soon as you can, please notify us if you think an electronic transfer or Check Reserve transaction is wrong or if you need more information about a transaction listed on the statement. We must hear from you no later than 60 days after we sent or made available the FIRST statement on which the problem or error appeared. The provisions in this paragraph do not apply to business or other non-personal accounts. The owners of those accounts must settle all unauthorized transactions or errors within 24 hours of receipt of the item posting in order to be returned.

1. Tell us your name and account number.
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

For CHECK RESERVE accounts: You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts

of your bill that are not in question. The charge in question may remain on your statement, and we may continue to charge you interest on that amount.

But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question. You must notify us in writing. You can telephone us, but doing so will not preserve your rights. Contact us at Zions Bank, PO Box 25787, Salt Lake City, UT 84125-0787.

For electronic transfers: We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. Contact us at Zions Bank, EFT Dept. PO Box 25837, Salt Lake City, UT 84125-0837 or 1-800-662-4346.

Balance Subject to Interest Rate: We use the method called "average daily balance", (including current transactions) to calculate the daily balance. If you have any further questions about the method and how resulting interest charges are determined, please feel free to contact us at 1-800-974-8800.

We may report information about your Check Reserve account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Please notify us if we report any inaccurate information about your account(s) to a credit bureau. Your written notice describing the specific inaccuracy should be sent to us at the following address: Zions Bank, PO Box 25787, Salt Lake City, UT 84125-0787.

Thank you for banking with Zions Bank.

Visit us online at www.zionsbank.com

Review account balances • Review posted transactions • Pay bills • Transfer funds

Call 1-800-840-4999 to enroll today

ZIONS BANK®

PO Box 26547, Salt Lake City, UT 84126-0547

August 31, 2023
UTAH VIRTUAL ACADEMY

Continued ...

Date	Amount	Description
08/24	7,468.60	AVIDPAY SERVICE AVIDPAY CK29708 REF # 023236002347670 1121200607
08/25	4,148.18	Stratus HR EDI PYMNTS 1722263 REF # 023236002786574 1122000332
08/31	6,079.86	AVIDPAY SERVICE AVIDPAY CK29711 REF # 023243008175609 1123200723
08/31	6,930.56	AVIDPAY SERVICE AVIDPAY CK29712 REF # 023243008175612 1123200724
08/31	11,748.69	AVIDPAY SERVICE AVIDPAY CK29710 REF # 023243008175615 1123200725

4 CHECKS PROCESSED

Number.....	Date.....	Amount	Number.....	Date.....	Amount	Number.....	Date.....	Amount
29686	08/11	78,124.98	29704*	08/28	2,283.93	29709*	08/28	1,262.67
29688*	08/18	344,051.92						

* Not in check sequence

AGGREGATE OVERDRAFT AND RETURNED ITEM FEES

	Total for This Period	Total Year-to-Date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

To learn more about our other products and services that may lower the cost of managing account overdrafts or to discuss removing overdraft coverage from your account, please contact Customer Service or visit your local branch.

DAILY BALANCES

Date.....	Balance	Date.....	Balance	Date.....	Balance
08/04	6,551,200.42	08/14	6,451,310.88	08/24	5,318,747.25
08/07	6,546,200.42	08/15	6,430,613.98	08/25	5,314,599.07
08/09	6,544,724.96	08/18	6,086,562.06	08/28	5,311,052.47
08/11	6,466,599.98	08/21	5,335,366.63	08/31	8,704,653.42



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Utah Virtual Academy Reconciliation report

As of 08/31/2023
Account: PTIF - UTVA

Statement ending balance	6,032,726.94
Deposits in transit	0.00
Outstanding checks and charges	0.00
Adjusted bank balance	<u>6,032,726.94</u>
Book balance	6,032,726.94
Adjustments*	0.00
Adjusted book balance	<u>6,032,726.94</u>

Total Checks and charges Cleared	0.00	Total Deposits Cleared	27,041.07
----------------------------------	------	------------------------	-----------

Deposits

Name	Memo	Date	Doc no.	Cleared	In transit
	REINVESTMENT	08/31/2023		27,041.07	
Total Deposits				<u>27,041.07</u>	<u>0.00</u>

Checks and charges

Name	Memo	Date	Check no.	Cleared	Outstanding
Total Checks and charges				<u>0.00</u>	<u>0.00</u>

STATEMENT OF ACCOUNT

PTIF

UTAH PUBLIC TREASURERS' INVESTMENT FUND

Marlo M. Oaks, Utah State Treasurer, Fund Manager

PO Box 142315

350 N State Street, Suite 180

Salt Lake City, Utah 84114-2315

Local Call (801) 538-1042 Toll Free (800) 395-7665

www.treasurer.utah.gov

UTAH VIRTUAL ACADEMY

STACY LINRUD

310 EAST 4500 SOUTH #620

MURRAY UTAH 84107

Account

Account Period

August 01, 2023 through August 31, 2023

Summary

Beginning Balance	\$ 6,005,685.87	Average Daily Balance	\$ 6,005,685.87
Deposits	\$ 27,041.07	Interest Earned	\$ 27,041.07
Withdrawals	\$ 0.00	360 Day Rate	5.2288
Ending Balance	\$ 6,032,726.94	365 Day Rate	5.3014

Date	Activity	Deposits	Withdrawals	Balance
08/01/2023	FORWARD BALANCE	\$ 0.00	\$ 0.00	\$ 6,005,685.87
08/31/2023	REINVESTMENT	\$ 27,041.07	\$ 0.00	\$ 6,032,726.94
08/31/2023	ENDING BALANCE	\$ 0.00	\$ 0.00	\$ 6,032,726.94



INVOICE

Invoice# E43418

Balance Due
\$11,091.89

Bill To
Utah Virtual Academy

Invoice Date : 08/09/2023
Terms : Custom
Due Date : 08/10/2023
Sales person : Aaron Trost

Item & Description	Qty	Rate	Amount
2 Day Event	1.00	11,091.89	11,091.89
Total			\$11,091.89
Balance Due			\$11,091.89

Notes

Thank you for choosing Megaplex!

Payment Options



Terms & Conditions

A credit card payment can be made with the option above.

Larry H Miller Theatres | Attn Accounts Payable | 9295 South State Street | Sandy, UT 84070



Remit To
N2Y, LLC PO Box 550 Huron, OH 44839

Invoice
INV-1068664
Customer ID
CUST-0150251

Bill To
Utah Virtual Academy 310 East 4500 South Suite 620 Murray, UT 84107

Ship To
Utah Virtual Academy 310 East 4500 South Suite 620 Murray, UT 84107

Date	Payment Terms	Due Date	Purchase Order
08/15/2023	NET 30	09/14/2023	UT 2023 172
RFP / Contract #			
N/A			

Item #	Description	Subscription			Qty	Amount
		Id	Start	End		
ULS	Unique Learning System® *** S_CUST-0150251 *** Utah Virtual Academy	35851	08/31/2023	08/30/2024	10	\$6,999.90
SSX	SymbolStix PRIME® / SYMBOLSTIX® *** S_CUST-0150251 *** Utah Virtual Academy	121824	08/31/2023	08/30/2024	5	\$774.95
NWS	News2you™ *** S_CUST-0150251 *** Utah Virtual Academy	121825	08/31/2023	08/30/2024	6	\$1,439.94
Subtotal						\$9,214.79
Sales Tax						\$0.00
Credit Card Fee						\$0.00
Total						\$9,214.79

Please Note:

- n2y accepts credit cards for orders under \$5,000 and cash, checks or ACH payments for orders equal to or above \$5,000. Your sales representative would be happy to address any questions you might have regarding these policies.
- To Pay this invoice by Credit Card, please copy this link:
<https://store.n2y.com/Store/CustomerPayment?invoiceNo=INV-1068664&customerId=CUST-0150251>
- Or you can go to this link: <https://store.n2y.com/Store/CustomerPayment> and type in your Invoice Number and your Customer ID

Utah Virtual Academy
Board of Utah Virtual Academy
310 E 4500 S Ste 620
Murray, UT 84107

July 31, 2023

Invoice: 927994
Client: 186540
Matter: 1

INVOICE SUMMARY

Attorney: Douglas C Waddoups

For professional services rendered and costs advanced

RE: General

Professional Services	\$ 17,502.00
Total Costs Advanced	<u>\$.00</u>
TOTAL THIS INVOICE	\$ 17,502.00

PARR BROWN GEE & LOVELESS

Invoice: 927994
Utah Virtual Academy
General

July 31, 2023
Client: 186540
Matter: 1

PROFESSIONAL SERVICES RENDERED

Date	Tkpr	Description	Hours	Amount
4/18/23	DCW	Review comments to service agreement; Email correspondence with client re same	.60	282.00
4/18/23	KNH	Review agreement with Academica West	.60	162.00
5/04/23	DCW	Review comments to service agreement; Interoffice discussion with Kodi Hasebi re same	.80	376.00
5/08/23	DCW	Revise business services agreement	1.50	705.00
5/08/23	KNH	Consult with Doug Waddoups; Review and revise services agreement	3.10	837.00
5/09/23	DCW	Review comments to stride agreement	1.20	564.00
5/10/23	DCW	Review comments to stride agreement; Interoffice discussion with Kodi Hasebi re same	1.30	611.00
5/11/23	KNH	Review services agreement and prepare issues list; Consult with Doug Waddoups	4.50	1,215.00
5/12/23	DCW	Analyze comments to stride agreement; Revise issues list; Email correspondence with Matt re same	.90	423.00
5/15/23	DCW	Telephone conference re terms of contract; Telephone conference with Matt re issues list	1.50	705.00
5/15/23	KNH	Call with Academica West; Call with Matt Thue; Consult with Doug Waddoups	2.80	756.00
5/16/23	DCW	Review comments to stride agreement; Revise same	.80	376.00
5/16/23	KNH	Review and revise agreement; Consult with Doug Waddoups	4.00	1,080.00
5/18/23	DCW	Review and revise agreement with stride; Email correspondence with opposing counsel re same	2.10	987.00
5/18/23	KNH	Review and revise services agreement	1.50	405.00
5/22/23	DCW	Telephone conference with opposing counsel re ??	1.80	846.00
5/22/23	KNH	Review service agreement; Call with Stride	2.50	675.00
5/23/23	KNH	Research exclusivity provisions in agreements and provide suggested changes	1.00	270.00
5/26/23	DCW	Review comments to stride agreement; Telephone conference with Matt re same	2.50	1,175.00
5/26/23	KNH	Review agreement; Consult with Doug Waddoups	1.10	297.00
6/02/23	DCW	Email correspondence with Matt re terms of stride agreement; Revise agreement with stride; Email correspondence with opposing counsel re same	2.80	1,316.00
6/09/23	DCW	Review comments to stride agreement; Telephone conference with Matthew Thue re same; Revise agreement	1.80	846.00
6/13/23	DCW	Telephone conference with working group; Revise services agreement; Email correspondence with Matt Thue and opposing counsel re same	2.30	1,081.00
6/15/23	DCW	Analyze status re exclusivity provisions; Email correspondence and interoffice discussions with Kody Hasebi and email correspondence with Matt Thue re same	.90	423.00

PARR BROWN GEE & LOVELESS

Invoice: 927994
Utah Virtual Academy
General

July 31, 2023
Client: 186540
Matter: 1

Date	Tkpr	Description	Hours	Amount
6/15/23	KNH	Research and analyze Utah statutes on RFP contracts; Consult with Doug Waddoups	.90	243.00
6/21/23	DCW	Review comments to stride service agreement; revise same; Email correspondence re same	1.40	658.00
6/22/23	DCW	Replace stride agreement for execution; Email correspondence re same	.40	188.00

TOTAL PROFESSIONAL SERVICES

\$ 17,502.00

SUMMARY OF PROFESSIONAL SERVICES

Name	Rate	Hours	Total
Douglas C Waddoups	470.00	24.60	11,562.00
Kody N Hasebi	270.00	22.00	5,940.00
TOTALS		46.60	\$ 17,502.00

TOTAL THIS INVOICE

\$ 17,502.00

July 31, 2023

Utah Virtual Academy
Board of Utah Virtual Academy
310 E 4500 S Ste 620
Murray, UT 84107

Invoice: 927994
Client: 186540
Matter: 1

REMITTANCE ADVICE

RE: General

BALANCE DUE THIS INVOICE

\$ 17,502.00

Please return this advice with payment to:

Parr Brown Gee & Loveless
P.O. Box 11019
Salt Lake City, UT 84147

Wire Transfer Instructions

JP Morgan Chase Bank
201 South Main St Ste 300
Salt Lake City, UT 84111-2870
Swift Code #: CHASUS33
ABA #: 021000021
Parr Brown Gee & Loveless
Account #: 912454114

E-Check

Name of Bank: _____
Routing #: _____
Account #: _____
Name on Account: _____
Account Holder Address: _____
Amount: \$ _____

EFT/ACH Pay Instructions

Routing #: 124001545
Account #: 912454114

***3% fee for credit card transactions**

Please reference your invoice # 927994

Online Payments: <https://parrbrown.com/payment-portal>
Payments accepted by phone (801) 532-7840
Payable Upon Receipt

A finance charge of twelve percent (12%) per annum will accrue on any account not paid
within thirty (30) days after the date of this invoice



INVOICE

TEACHTOWN- A DIVISION OF JIGSAW LEARNING
2 CONSTITUTION WAY
WOBURN, MA 01801 USA

INVOICE #: INV1956
DATE: 08/18/2023
CUSTOMER: C-01761
TERM: NET 30

SOLD TO:

Utah Virtual Academy
310 EAST 4500 SOUTH
#620
MURRAY UT 84107

SHIP TO:

Utah Virtual Academy
310 EAST 4500 SOUTH
#620
MURRAY UT 84107

ITEM	DESCRIPTION	AMOUNT
TRN0250	Transition to Adulthood - Student Subscription	\$1,335.00
SSA2100	Social Skills Student Subscription	\$1,470.00
TTB1190	Basics Student Subscription	\$8,070.00
TOTAL AMOUNT		\$10,875.00



Utah Association of Public Charter Schools
P.O. Box 576 American Fork, UT 84003-9998

www.utahcharters.org
info@utahcharters.org

Invoice

Date	Invoice #
08/01/2023	2023/2024-75

Bill To

Utah Virtual Academy
310 East 4500 South
Suite 620
Murray, Utah 84107

QTY	Description	Rate	Amount
1794	<p>2023-2024 Membership Dues per student</p> <p>This invoice reflects 75% of the total membership dues amount based on your projected enrollment and is due September 30, 2023.</p> <p>You will receive a second invoice in October for the final membership dues amount which will reflect your actual enrollment and payments received. This invoice will be due December 1, 2023.</p> <p>These membership dues cover a period from July 1, 2023 to June 30, 2024. Charter schools are considered members upon receipt of payment.</p>	8.00	\$14,352.00
Please note our new PO Box: You may pay by check to Utah Association of Public Charter Schools P.O. Box 576 American Fork, UT 84003-9998 or request a pay online link by emailing ashly@utahcharters.org		TOTAL DUE	\$10,764.00

Arthur J. Gallagher Risk Management Services, LLC
Glendale, CA 91203
Phone: (818)539-2300

SERMA1

Invoice #	4802915	1 of 3
ACCOUNT NUMBER	DATE	
UTAHVIR-02	8/8/2023	
BALANCE DUE ON	AMOUNT DUE	
8/8/2023	\$72,344.48	

Utah Virtual Academy
310 East 4500 South #620
Murray, UT 84107



Insurance | Risk Management | Consulting

Interested in convenient installment payments for your premium?
Contact your client service manager today for premium financing options.

Excess Liability	PolicyNumber:	7NA5FF0000469-02	Company:	American Family Home Insurance Company	Effective:	7/1/2023	to	7/1/2024
Item #	Trans Eff Date	Due Date	Trans	Description	Amount			
31600666	7/1/2023	8/8/2023	RENB	2023-24 Renewal Premium	\$11,980.00			
Hired/Non-owned Auto	PolicyNumber:	7NA6CA0000261-00	Company:	American Family Home Insurance Company	Effective:	7/1/2023	to	7/1/2024
Item #	Trans Eff Date	Due Date	Trans	Description	Amount			
31600656	7/1/2023	8/8/2023	RENB	2023-24 Renewal Premium	\$804.00			
Commercial Package	PolicyNumber:	7NA6CP0000526-02	Company:	American Southern Home Insurance Company	Effective:	7/1/2023	to	7/1/2024
Item #	Trans Eff Date	Due Date	Trans	Description	Amount			
31600649	7/1/2023	8/8/2023	RENB	2023-24 Renewal Premium	\$31,383.00			
Special Coverage	PolicyNumber:	B1216CT2300440-88	Company:	AXA XL Insurance Company UK Limited	Effective:	7/1/2023	to	7/1/2024
Item #	Trans Eff Date	Due Date	Trans	Description	Amount			
31600696	7/1/2023	8/8/2023	NEWB	2023-24 New Business Premium	\$4,091.00			
31600698	7/1/2023	8/8/2023	SLTX	2023-24 Surplus Lines Taxes - CA	\$122.73			
31600704	7/1/2023	8/8/2023	STFX	2023-24 Stamping Fees - CA	\$7.36			
Cyber Liability	PolicyNumber:	ESM0239697681	Company:	Underwriters at Lloyd's London	Effective:	7/1/2023	to	7/1/2024
Item #	Trans Eff Date	Due Date	Trans	Description	Amount			
31600610	7/1/2023	8/8/2023	RENB	2023-24 Renewal Premium	\$15,625.00			

Please return this portion with your payment. Include your invoice number on your remittance to expedite processing.

SERMA1

Utah Virtual Academy
310 East 4500 South #620
Murray, UT 84107

Invoice #	4802915
ACCOUNT NUMBER	DATE
UTAHVIR-02	8/8/2023
BALANCE DUE ON	AMOUNT DUE
8/8/2023	\$72,344.48
AMOUNT PAID	

Please send your remittance to:

Arthur J. Gallagher Risk Management Services, LLC
P.O. Box 39735
Chicago, IL 60694-9700



Insurance | Risk Management | Consulting

PAY ONLINE AT: WWW.AJG.COM/EZPAY

Arthur J. Gallagher Risk Management Services, LLC
Glendale, CA 91203
Phone: (818)539-2300

SERMA1

Invoice #	4802915	2 of 3
ACCOUNT NUMBER	DATE	
UTAHVIR-02	8/8/2023	
BALANCE DUE ON	AMOUNT DUE	
8/8/2023	\$72,344.48	

Utah Virtual Academy
310 East 4500 South #620
Murray, UT 84107



Insurance | Risk Management | Consulting

31600612	7/1/2023	8/8/2023	CFEE	2023-24 Carrier Fee	\$500.00
31600615	7/1/2023	8/8/2023	SLTX	2023-24 Surplus Lines Taxes	\$685.31
31600621	7/1/2023	8/8/2023	STFX	2023-24 Stamping Fees	\$29.03

Program Administration Fee PolicyNumber: RPG FEE Company: Arthur J Gallagher - G.S. Chapman Effective: 7/1/2023 to 7/1/2024

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
31600720	7/1/2023	8/8/2023	AFEE	2023-24 RPG Membership Fee	\$200.00

Crime PolicyNumber: UC11518394.23 - 445 Company: Underwriters at Lloyd's, London Effective: 7/1/2023 to 7/1/2024

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
31600739	7/1/2023	8/8/2023	RENB	2023-24 Renewal Premium	\$1,415.00
31600742	7/1/2023	8/8/2023	SLTX	2023-24 Surplus Lines Taxes - CA	\$42.45
31600743	7/1/2023	8/8/2023	STFX	2023-24 Stamping Fees - CA	\$2.55

Student Accident PolicyNumber: US1928596 Company: United States Fire Insurance Company Effective: 7/1/2023 to 7/1/2024

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
31600630	7/1/2023	8/8/2023	RENB	2023-24 Renewal Premium	\$4,100.00
31600633	7/1/2023	8/8/2023	CFEE	Renewal of SFEE Dec Page Effective 7/1/2023	\$107.00

Student Accident PolicyNumber: US1928597 Company: United States Fire Insurance Company Effective: 7/1/2023 to 7/1/2024

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
31600638	7/1/2023	8/8/2023	RENB	2023-24 Renewal Premium	\$1,250.05

Please return this portion with your payment. Include your invoice number on your remittance to expedite processing.

SERMA1

Utah Virtual Academy
310 East 4500 South #620
Murray, UT 84107

Invoice #	4802915
ACCOUNT NUMBER	DATE
UTAHVIR-02	8/8/2023
BALANCE DUE ON	AMOUNT DUE
8/8/2023	\$72,344.48
AMOUNT PAID	

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Arthur J. Gallagher Risk Management Services, LLC
P.O. Box 39735
Chicago, IL 60694-9700



Insurance | Risk Management | Consulting

PAY ONLINE AT: WWW.AJG.COM/EZPAY

Arthur J. Gallagher Risk Management Services, LLC
Glendale, CA 91203
Phone: (818)539-2300

SERMA1

Invoice #	4802915	3 of 3
ACCOUNT NUMBER	DATE	
UTAHVIR-02	8/8/2023	
BALANCE DUE ON	AMOUNT DUE	
8/8/2023	\$72,344.48	

Utah Virtual Academy
310 East 4500 South #620
Murray, UT 84107



Total Invoice Balance: \$72,344.48



Please return this portion with your payment. Include your invoice number on your remittance to expedite processing.

SERMA1

Utah Virtual Academy
310 East 4500 South #620
Murray, UT 84107

Invoice #	4802915
ACCOUNT NUMBER	DATE
UTAHVIR-02	8/8/2023
BALANCE DUE ON	AMOUNT DUE
8/8/2023	\$72,344.48
AMOUNT PAID	

Please send your remittance to:

Arthur J. Gallagher Risk Management Services, LLC
P.O. Box 39735
Chicago, IL 60694-9700

PAY ONLINE AT: WWW.AJG.COM/EZPAY





Purchase Order

2300 Corporate Park Drive
Suite 200
Herndon, VA 20171 Phone 703-483-7000

REQ DATE 9/5/2023
PO# UTVA-090523-VTG

VENDOR: Virtual Technologies Group
ADDRESS: 3820 S. Dixie Hwy
Lima, OH 45806
PHONE: 419-255-9070
FAX: 419-255-9070

SHIP TO: Utah Virtual Academy (UTVA)
310 East 4500 South #620
Murrat, UT 84107
801-262-4922

PROJECT: Self Help Utilities

SO#37883 VENDOR QUOTE
INVOICE
OTHER

QUANTITY	ITEM DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
155	Virtual System Administrator "Instant Help" Annual Device Agent	\$ 77.00	\$11,935.00
	AntiVirus Software (requires VTG IH Solution)		\$0.00
	Inventory Management Module		\$0.00
	Online Back-up Utility including Back-up and Recover w/ Universal		\$0.00
	Restore Module		\$0.00
	CW Advanced Ticketing / Workflow Mod		
	subtotal		\$11,935.00
PAYMENT TERMS:		DELIVERY DATE:	SHIPPING TAX
TOTAL			\$11,935.00

Russell Mangio 09/05/23
REQUESTED BY COST CENTER DATE

SENIOR MGT APPROVAL DATE

CHIEF FINANCIAL OFFICER APPROVAL DATE

FINANCE USE ONLY
CO # G/L CODE
A/U PO #

Company Utah Virtual Academy Vendor Aging Report
As of Date: 09/09/2023
Created On: 09/09/2023
Based on: Bill Date As of Date: 09/09/2023

Vendor ID	Vendor	Bill	Bill Date	Due Date	Days	0	1-30	31-60	61-90	91-	Total
V-12959	K12	INV-003-11141	07/01/2023	07/31/2023	70	0.00	0.00	0.00	30,457.50	0.00	30,457.50
		INV-003-11218	07/01/2023	07/31/2023	70	0.00	0.00	0.00	99.00	0.00	99.00
		INV-003-11265	07/10/2023	08/10/2023	60	0.00	0.00	151,029.79	0.00	0.00	151,029.79
		INV-003-11219	07/01/2023	07/31/2023	70	0.00	0.00	0.00	826.50	0.00	826.50
Total for V-12959						0.00	0.00	151,029.79	31,383.00	0.00	182,412.79
Grand Totals						0.00	0.00	151,029.79	31,383.00	0.00	182,412.79



K12 Management Inc.

11720 Plaza America Drive 9th FL
Reston, VA 20190
703-483-7222 phone
703-483-7330 fax

Invoice No. INV-003-11141 COM

Invoice

Customer		Date 7/1/2023	
Name	Utah Virtual Academy	Order No.	
Address		Rep	
City	State	ZIP	
Phone		FOB	

Description				TOTAL
Charges for July 2023				
		Total Record Count	Average Price / Student	
K-8	COMPUTERS UPFRONT K-8	0	\$ -	\$ -
K-8	COMPUTERS MONTHLY K-8	81	\$ 45.00	\$ 3,645.00
HS	COMPUTERS UPFRONT HS	1	\$ 75.00	\$ 75.00
HS	COMPUTERS MONTHLY HS	100	\$ 44.88	\$ 4,487.50
	COMPUTERS RECLAMATIONS	178	\$ 125.00	\$ 22,250.00
	COMPUTERS LOST(DAMAGE)	0	\$ -	\$ -
Payment to be made in accordance with the Educational, Administrative and Technology Services Agreement in effect for the time period stated above.				
By paying this invoice, the Customer acknowledges and agrees that K12 and its subsidiaries, parents and affiliates ("K12") own all intellectual property rights and interests in and to K12's intellectual property, including but not limited to trade secrets, know-how, proprietary data, documents and written materials in any format, artwork, graphics, charts, software, licenses, marketing materials, website design for K12, web site design for the Customer, if any, and curricular materials (collectively, "K12 Proprietary Materials"). The Customer further acknowledges and agrees that K12 owns all intellectual property rights and interests in and to K12's trademarks, service marks and trade names (including K12, K12 (& Design), trade names, trade dress, and logos (collectively, "K12 Proprietary Marks"). If the language in this invoice conflicts with the language contained in the Customer's agreement with K12 ("Agreement"), the language of the Agreement will prevail.				
The Customer also acknowledges and agrees that it has no intellectual property interest or claims in the K12 Proprietary Materials and K12 Proprietary Marks and has no right to use the K12 Proprietary Materials and Proprietary Marks unless expressly agreed to in writing by K12. The Customer will use the K12 Proprietary Materials and the K12 Proprietary Marks only as provided by the Agreement and this invoice and Customer agrees that it will not alter them in any way, nor will the Customer act or permit action in any way that would impair the rights of K12 in them. The Customer's authorized use will not create any right, title or interest in or to the K12 Proprietary Materials or the K12 Proprietary Marks. K12 will have the right to monitor the quality of the Customer's use of the K12 Proprietary Materials and the K12 Proprietary Marks, and the Customer will notify K12 promptly in writing of any known infringement thereof. Any references to or use of the K12 Proprietary Materials or the K12 Proprietary Marks by the Customer will contain the appropriate trademark, copyright or other legal notice provided from time to time by K12 and will be subject to additional trademark usage standards developed by K12 and modified from time to time by K12 with advance notice in writing.				
Upon receipt of payment from Customer, K12 will grant Customer a royalty-free, non-exclusive, non-transferable license, for a period of ninety (90) days or for a duration specified in the Agreement, to use and distribute the K12 Proprietary Materials in connection with the District's operations as contemplated in the Agreement. Notwithstanding the foregoing, the Customer will not be permitted (i) to modify or otherwise create, or permit third parties to modify or otherwise create, derivative works from or using the K12 Proprietary Materials or K12 Proprietary Marks, (ii) to sublicense any rights granted by this invoice or the Agreement without the advance written approval of K12, which approval may be withheld by K12 in its sole discretion or (iii) to frame any website owned by K12. Upon the termination of such license, Customer will cease use of the K12 Proprietary Materials and K12 Proprietary Marks, and will return all K12 Proprietary Materials and K12 Proprietary Marks to K12 promptly, including those in the possession of the Customer, Customer employees, and students.				

Payment Details

	Wire	ACH	Check
Pay:	K12 Management Inc	K12 Management Inc	K12 Management Inc.
Bank:	PNC Bank	PNC Bank	PO Box 824186
ABA#:	031000053	054000030	Philadelphia PA 19182-4186
Acct#:	5303550723	5303550723	

Online Paym <https://www.e-billexpress.com/ebpp/StrideK12/>

SubTotal	\$ 30,457.50
Shipping	\$ -
Taxes	\$ -
Other	\$ -
TOTAL	\$ 30,457.50



K12 Management Inc

11720 Plaza America Drive 9th FL
Reston, VA 20190
703-483-7222 phone
703-483-7330 fax

Invoice No. INV-003-11218 OLS

INVOICE

Customer	
Name	Utah Virtual Academy
Address	
City	State ZIP
Phone	

Date	7/1/2023
Order No.	
Rep	
FOB	

Description						TOTAL
Charges for July 2023						
		Unique Student Count	Total Line Items	Average Courses / Student	Average Price / Course	
OLS	OLS UPFRONT K-8	0	0	0.00	\$ -	\$ -
	OLS MONTHLY K-8	0	0	0.00	\$ -	\$ -
	OLS UPFRONT HS	0	0	0.00	\$ -	\$ -
	OLS MONTHLY HS	0	0	0.00	\$ -	\$ -
	OLS SUMMER COURSES	#DIV/0!	1	#DIV/0!	\$ 99.00	\$ 99.00
Teacher Fees	OLS High School					

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Payment Details

Pay:	Wire	ACH	Check
Bank:	K12 Management Inc	K12 Management Inc	K12 Management Inc.
ABA#:	PNC Bank	PNC Bank	PO Box 824186
Acct#:	031000053	054000030	Philadelphia PA 19182-4186
	5303550723	5303550723	

Online Payment <https://www.e-billexpress.com/ebpp/StrideK12/>

SubTotal	\$ 99.00
Shipping	\$ -
Taxes	\$ -
Other	\$ -
TOTAL	\$ 99.00



K12 Management, Inc.

11720 Plaza America Drive 9th FL
Reston, VA 20190
703-483-7222 phone
703-483-7330 fax

Invoice No. INV-003-11265

INVOICE

Customer		Date
Name	Utah Virtual Academy	7/10/2023
Address		Order No.
City	State Zip	Rep
Phone		FOB

Description	TOTAL
For June 2023 Service Fee Payment to be made in accordance with the Educational, Administrative and Technology Services Agreement in effect for the time period stated above.	9% \$ 151,029.79

By paying this invoice, the Customer acknowledges and agrees that K12 and its subsidiaries, parents and affiliates ("K12") own all intellectual property rights and interests in and to K12's intellectual property, including but not limited to trade secrets, know-how, proprietary data, documents and written materials in any format, artwork, graphics, charts, software, licenses, marketing materials, website design for K12, web site design for the Customer, if any, and curricular materials (collectively, "K12 Proprietary Materials"). The Customer further acknowledges and agrees that K12 owns all intellectual property rights and interests in and to K12's trademarks, service marks and trade names (including K12, K12 (& Design), trade names, trade dress, and logos (collectively, "K12 Proprietary Marks"). If the language in this invoice conflicts with the language contained in the Customer's agreement with K12 ("Agreement"), the language of the Agreement will prevail.

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Upon receipt of payment from Customer, K12 will grant Customer a royalty-free, non-exclusive, non-transferable license, for a period of ninety (90) days or for a duration specified in the Agreement, to use and distribute the K12 Proprietary Materials in connection with the District's operations as contemplated in the Agreement. Notwithstanding the foregoing, the Customer will not be permitted (i) to modify or otherwise create, or permit third parties to modify or otherwise create, derivative works from or using the K12 Proprietary Materials or K12 Proprietary Marks, (ii) to sublicense any rights granted by this invoice or the Agreement without the advance written approval of K12, which approval may be withheld by K12 in its sole discretion or (iii) to frame any website owned by K12. Upon the termination of such license, Customer will cease use of the K12 Proprietary Materials and K12 Proprietary Marks, and will return all K12 Proprietary Materials and K12 Proprietary Marks to K12 promptly, including those in the possession of the Customer, Customer employees, and students.

Payment Details	
Wire Details: Pay: K12 Management Bank: PNC Bank ABA#: 31000053 Acct#: 5303550723	Check: K12 Management PO Box 824186 Philadelphia PA 19182-4186

SubTotal	\$ 151,029.79
Shipping & Handling	\$ -
Taxes	\$ -
Other	\$ -
TOTAL	\$ 151,029.79



K12 Management Inc

1720 Plaza America Drive 9th FL
Reston, VA 20190
703-483-7222 phone
703-483-7330 fax

Invoice N **INV-003-11219** **OLS**

INVOICE

Customer	
Name	Utah Virtual Academy Part Time
Address	
City	State ZIP
Phone	

Date	7/1/2023
Order No.	
Rep	
FOB	

Description						TOTAL
Charges for July 2023						
	Unique Student Count	Total Line Items	Average Courses / Student	Average Price / Course		
OLS	OLS UPFRONT K-8	0	0	0.00 \$	-	\$ -
	OLS MONTHLY K-8	0	0	0.00 \$	-	\$ -
	OLS UPFRONT HS	4	5	1.25 \$	16.80	\$ 84.00
	OLS MONTHLY HS	3	3	1.00 \$	16.50	\$ 49.50
	OLS SUMMER COURSES	#DIV/0!	7	#DIV/0!	99.00	\$ 693.00
Teacher Fees	OLS High School					

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Payment Details

	Wire	ACH	Check
Pay:	K12 Management Inc	K12 Management Inc	K12 Management Inc.
Bank:	PNC Bank	PNC Bank	PO Box 824186
ABA#:	031000053	054000030	Philadelphia PA 19182-4186
Acct#:	5303550723	###	

Online Paymen <https://www.e-billexpress.com/ebpp/StrideK12/>

SubTotal	\$ 826.50
Shipping	\$ -
Taxes	\$ -
Other	\$ -
TOTAL	\$ 826.50



INVOICE

Invoice #: INV2160
Invoice Date: 08/25/2023
Due Date: 08/25/2023

Academica West
290 N Flint St
Kaysville, UT 84037
Ph: 801-444-9378
Fax:

Bill To:
Utah Virtual Academy
310 E 4500 S Suite 620
Murray, UT 84107
United States

Ship To:
Utah Virtual Academy
310 E 4500 S Suite 620
MurrayUT 84107
United States

Reference #: Monthly Management Fees Terms: Due on Receipt

Item	Description	Unit	Quantity	Unit Price	Amount
Management Fees	Management Fees - 1,000 Students @ \$375 per student (Estimated until Oct 1 Count)	Each	83.3333	\$375.00	\$31,249.99
Management Fees	Management Fees - 750 Students @ \$125 per student (Estimated Until Oct 1 Count)	Each	62.5	\$125.00	\$7,812.50
Subtotal					\$39,062.49
Total					\$39,062.49

Diana Lowder



Diana Lowder is an amazing leader at UTVA! She is highly collaborative, an absolute team player, innovative in finding ways to engage her second graders, and not afraid to try new things! Diana has been passionate about adding writing instruction into her literacy block. Diana is not afraid to ask the hard questions or ask for help. She always puts her students and their learning first. Thank you, Diana, for being so positive, hardworking, and your go getter attitude.

Emerald Limon



Meet the remarkable 7-year-old, Emerald, whose educational journey with UTVA highlights the incredible benefits of online public schooling. With a deep passion for math and an insatiable love for reading, Emerald has found an educational haven that caters to her unique needs and preferences. Emerald thrives in UTVA's flexible environment, where she can stand up and move freely without disrupting her classmates, allowing her to stay focused and engaged. She cherishes the opportunity to interact with her dedicated teacher and beloved friends, all without causing any interruptions during class. UTVA's personalized approach to education is a perfect fit for Emerald, enabling her to explore math concepts at her own pace and dive into her favorite books whenever she desires. Beyond academics, UTVA allows Emerald to enjoy quality family time without the need to leave the comfort of her home. Wearing pajamas and a cozy robe while studying, she embodies the essence of a relaxed and nurturing learning environment. Emerald is a testament to the possibilities of online public schooling through UTVA, demonstrating how it empowers young minds to thrive, pursue their passions, and cherish their family moments, all while receiving a quality education tailored to their needs.



Executive Director Report

UTVA Board Meeting, September 13, 2023

1

SY 23 Enrollment

2

Student Proficiency

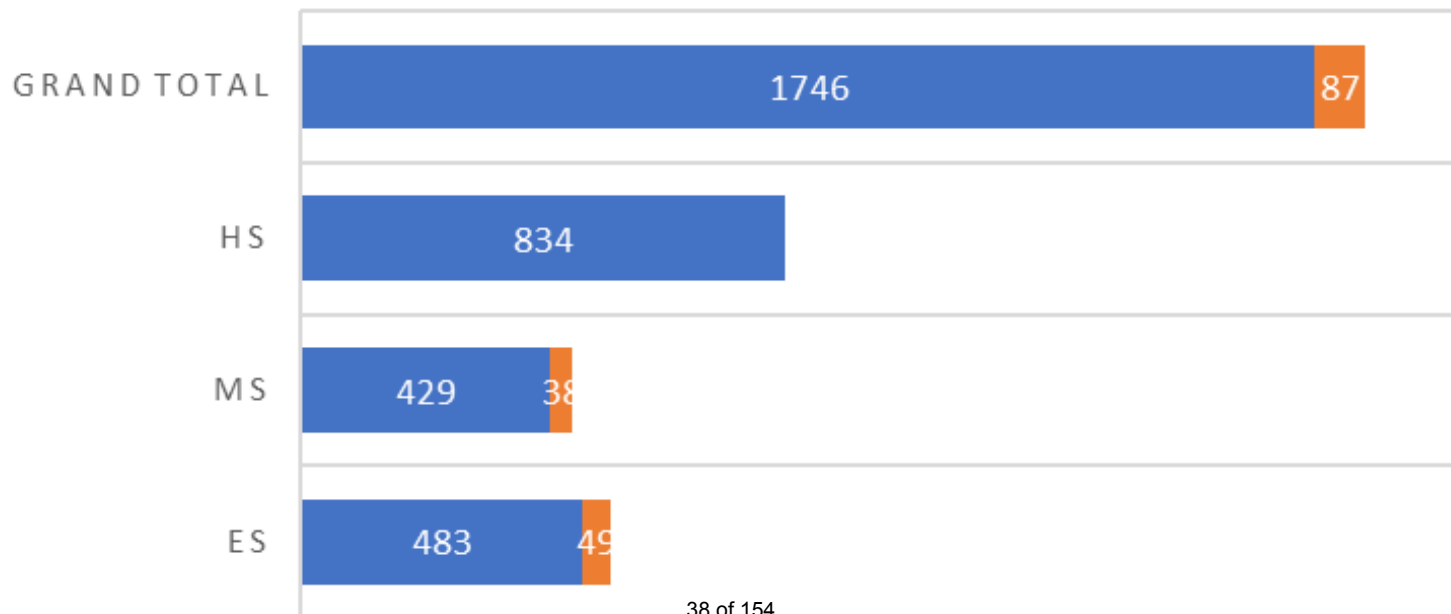
3

Early Literacy Outcomes

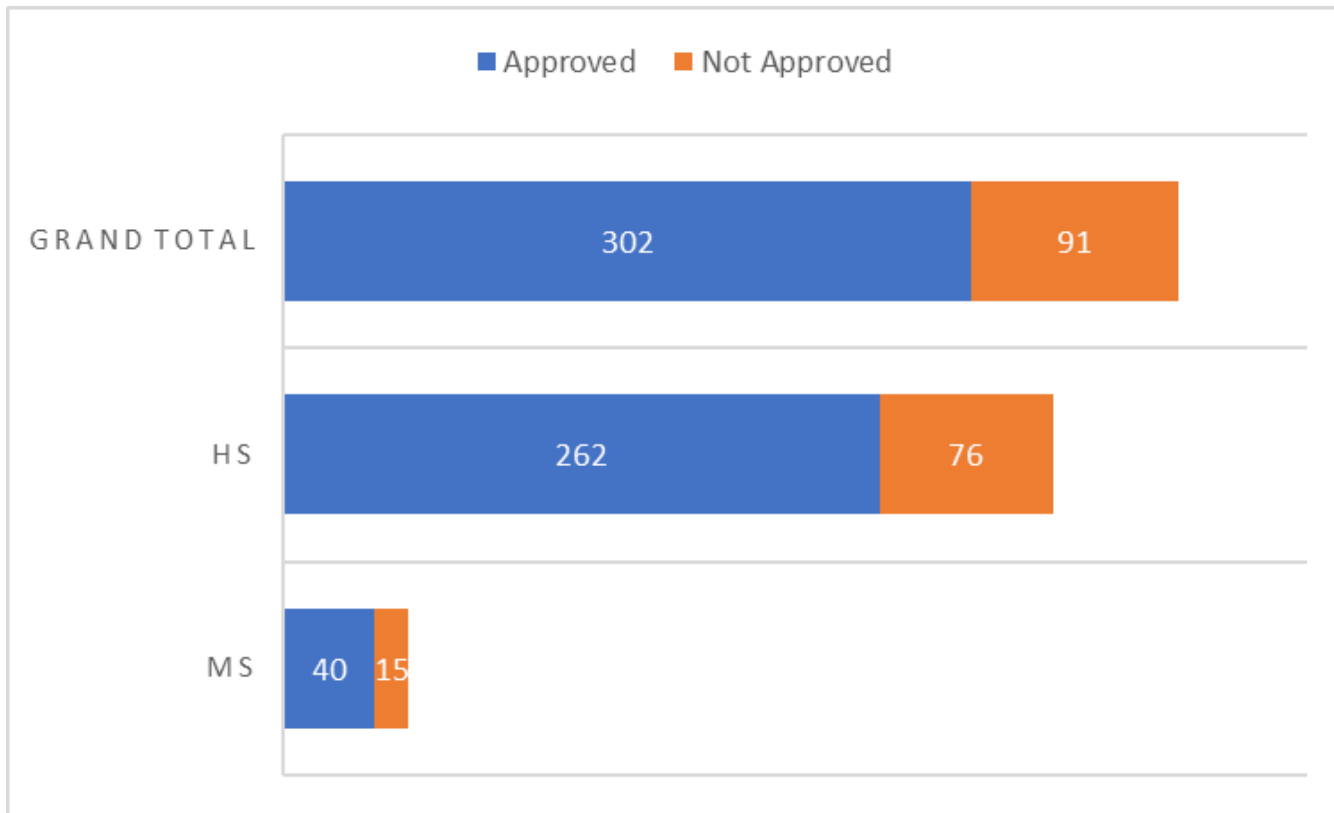


UTVA ENROLLMENT

■ Approved ■ Not Approved



SY 23 Enrollment: SOEP (UTVA-PT)

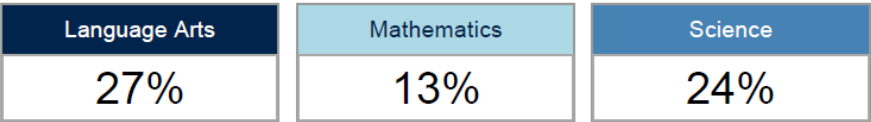


Enrollment Timelines

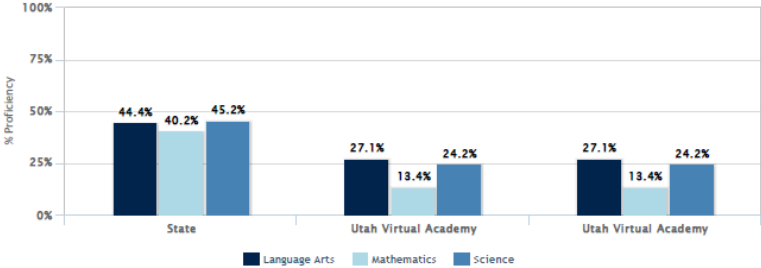


- Monthly cohort start dates: November and December

Student Proficiency Results



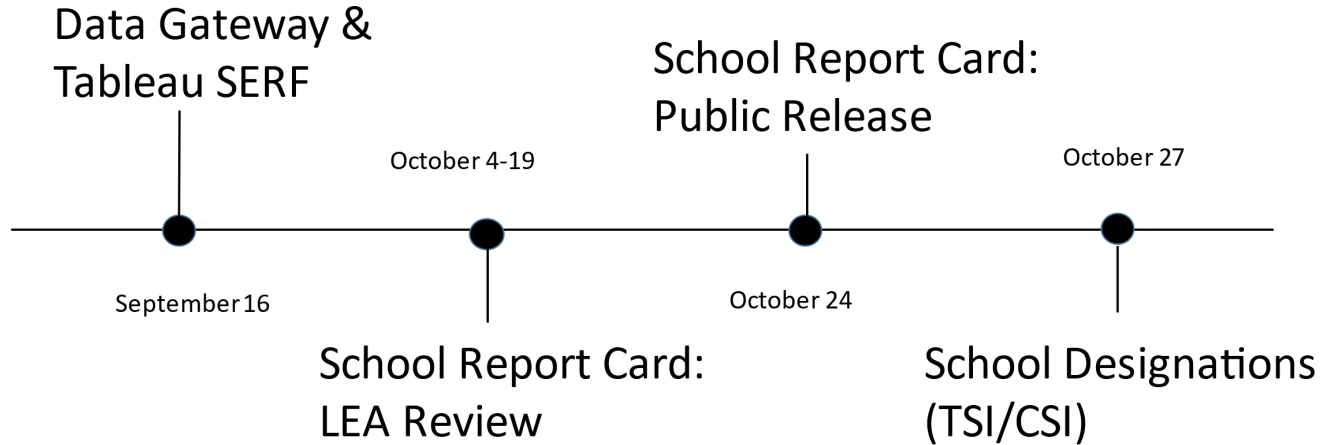
2023 % of Students Proficient



Student Proficiency Results for Utah Virtual Academy by Demographic Group			
Demographic Categories	Language Arts % Prof	Mathematics % Prof	Science % Prof
All Students	27.1%	13.4%	24.2%
African American	≤20%	≤20%	≤20%
American Indian	N<10	N<10	N<10
Asian	N<10	N<10	N<10
Caucasian	27.1%	12.9%	24.3%
Hispanic	20%-29%	≤10%	11%-19%
Multiple Races	30.2%	23.8%	30%-39%
Pacific Islander	21%-29%	≤20%	≤20%
Female	28.1%	9.1%	20.1%
Male	26.2%	17.7%	28.2%
Economically Disadvantaged	23.1%	9.8%	18.5%
Limited English Proficiency	≤10%	≤10%	11%-19%
Students with Disabilities	14.6%	6.9%	14.6%
Mobile	22.2%	8.3%	16.8%



2023 Assessment Data Release Update



September 12, 2023



SUMMATIVE REMOTE ADMINISTRATION

We anticipate remote administration availability for both RISE & UA+ systems, but only students who are receiving all their instruction in a remote/online setting will be eligible. This is not limited to tested subjects, but inclusive of ALL content & co-curricular areas. If a student attends ANY course in a brick & mortar school, the administration of state assessments should take place within that school.

RISE summative administration is anticipated for:

- ELA
- Writing
- Math

All RISE science assessments will still need to be completed in-person.

UtahAspire+ is anticipated to be available for:

- English
- Reading
- Math
- Science

More information will be shared when it becomes available.

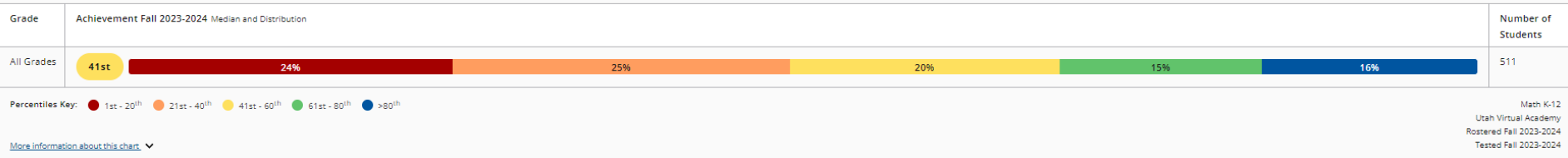
High School: NWEA Math



Utah Virtual Academy

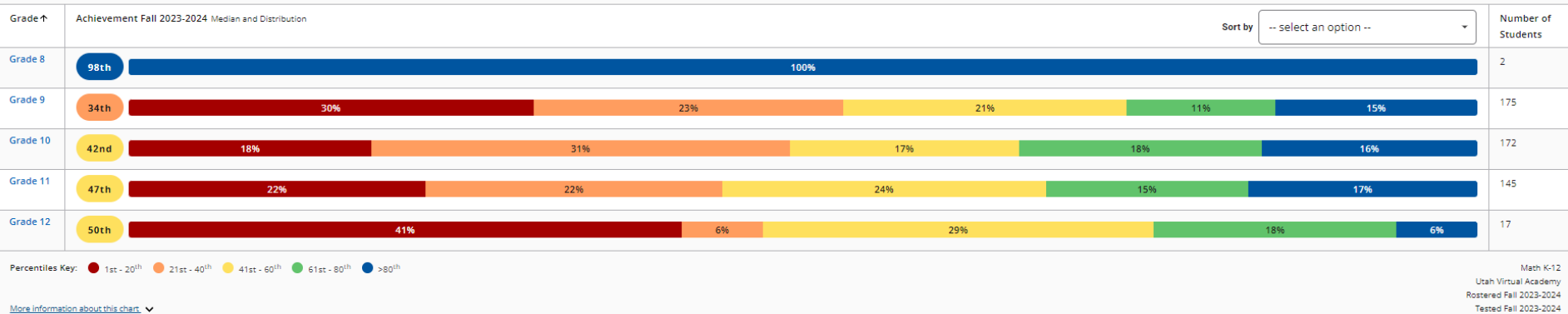
Achievement - All Students

Utah Virtual Academy | Math K-12



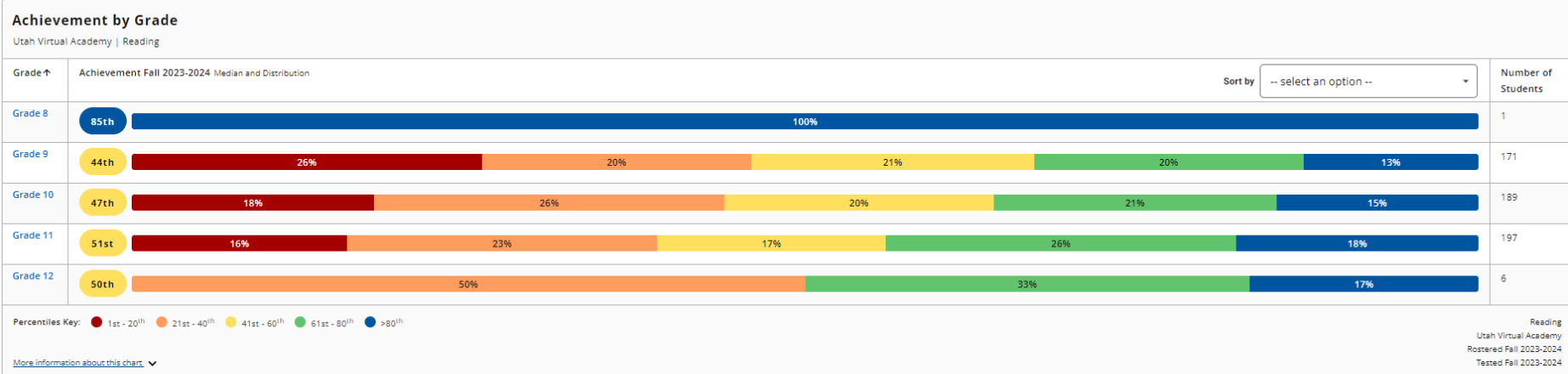
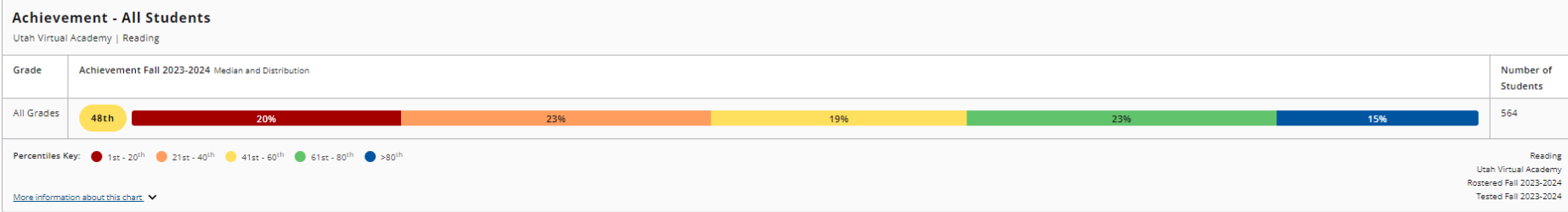
Achievement by Grade

Utah Virtual Academy | Math K-12





Utah Virtual Academy



2022-2023 Early Literacy Outcomes



State Growth Goal for Literacy	State Growth Goal for Math	Local Goal 1 - Literacy	Local Goal 2 - Math
57%- not met	33%- not met	53%- met	48%- met

Utah Virtual Academy Governing Board of Directors Board Meeting

Date: August 9, 2023

Location: 310 E. 4500 S., Suite 620; Murray, UT 84107

In Attendance: Doug DeVore, Dallin Drescher, Kristen Davidson, Marty Carpenter, Amberly Keeler, Kellie Openshaw

Others In Attendance: Meghan Merideth, Cindy Wright, Regina Krotzer, Tiffany Allen, LuAnn Charles, Lori Simonson, Lacey Robinson, Jillian Burns, Krystal Taylor, Brad Taylor, Matt Mouritsen Matt Thue

Excused: Brian Maxwell

MINUTES

CALL TO ORDER

Kristen Davidson called the board meeting to order at 6:37PM.

STUDENT & STAFF SPOTLIGHT

LuAnn Charles provided a student spotlight. Troy Milksak is hopeful to compete in the Olympics and the World Cup. The board expressed their interest and encouragement for the upcoming competitions and qualifications.

PUBLIC COMMENT

- There was no public comment.

BUSINESS ITEMS (Discussion and Voting)

- Finance Report
Brad Taylor summarized ongoing financial elements. A financial packet was reviewed in depth. Brad Taylor answered board questions on budget elements. It was the recommendation that the board accept state revenue, approve bank reconciliations, approve invoices and other payments. Staff members expressed their appreciation for Calendly and the benefits that it brings to their everyday workflow.
- Acceptance of State Revenue
Doug DeVore made a motion to Accept State Revenue as presented. Dallin Drescher seconded. Motion passed unanimously. Votes were as follows: Kristen Davidson, Aye; Marty Carpenter, Aye; Doug DeVore, Aye; Dallin Drescher, Aye; Amberly Keeler, Aye; Kellie Openshaw, Aye.
- Bank Reconciliations and Payment and Deposit Registers
Marty Carpenter made a motion to Accept Bank Reconciliations and Payment and Deposit Registers. Doug DeVore seconded. Motion passed unanimously. Votes were as follows: Kristen Davidson, Aye; Marty Carpenter, Aye; Doug DeVore, Aye; Dallin Drescher, Aye; Amberly Keeler, Aye; Kellie Openshaw, Aye.
- Invoice Approval for Purchases over \$7,500
Kellie Openshaw made a motion to approve the purchases over \$7,500 as

presented. Doug DeVore seconded. Motion passed unanimously. Votes were as follows: Kristen Davidson, Aye; Marty Carpenter, Aye; Doug DeVore, Aye; Dallin Drescher, Aye; Amberly Keeler, Aye; Kellie Openshaw, Aye.

- K12 / Stride Payment

The K12/Stride Payment was reviewed as part of the financial report.

Doug DeVore made a motion to approve the K12/Stride Payment. Dallin Drescher seconded. Motion passed unanimously. Votes were as follows: Kristen Davidson, Aye; Marty Carpenter, Aye; Doug DeVore, Aye; Dallin Drescher, Aye; Amberly Keeler, Aye; Kellie Openshaw, Aye.

- Academics West Payment

The Academics West Payment was reviewed as part of the financial report.

Marty Carpenter made a motion to approve the Academics West Payment. Dallin Drescher seconded. Motion passed unanimously. Votes were as follows: Kristen Davidson, Aye; Marty Carpenter, Aye; Doug DeVore, Aye; Dallin Drescher, Aye; Amberly Keeler, Aye; Kellie Openshaw, Aye.

- Director Report

Meghan Merideth provided an update on the current state of enrollment.

Enrollment numbers for full time, part time and application trends were shared.

Doug DeVore requested further data on application spikes in relation to the start date of school each year.

- Academics West Report

Matt Mouritsen briefly introduced himself to the board. He expressed gratitude for the ongoing relationship between Academics West and the UTVA Board.

- Board Business

- June 14, 2023 Board Meeting and Closed Session Minutes

- June 28, 2023 Board Meeting Minutes

Dallin Drescher made a motion to approve the June 14, 2023 Board Meeting and Closed Session Minutes and the June 28, 2023 Board Meeting Minutes; Doug DeVore seconded the motion. Motion passed unanimously. Votes were as follows: Kristen Davidson, Aye; Marty Carpenter, Aye; Doug DeVore, Aye; Dallin Drescher, Aye; Amberly Keeler, Aye; Kellie Openshaw, Aye.

- Insurance Renewal

The need to renew insurance plans was discussed. The board received supporting documentation in their packet. Meghan Meredith pointed out the percentage increase which was less than 10%, considered to be an acceptable increase by industry standards.

Dallin Drescher made a motion to approve the Insurance renewal as discussed. Amberly Keeler seconded. Motion passed unanimously. Votes were as follows: Kristen Davidson, Aye; Marty Carpenter, Aye; Doug DeVore, Aye; Dallin Drescher, Aye; Amberly Keeler, Aye; Kellie Openshaw, Aye.

- Early Learning Plan

Lacey Robinson provided an overview the Early Learning Plan and the

goals associated with it. This was preapproved by the state. The board received a copy of this in their documentation packet. Goals and plans for implementation were shared.

Amberly Keeler made a motion to approve the Early Learning Plan as presented. Dallin Drescher seconded. Motion passed unanimously. Votes were as follows: Kristen Davidson, Aye; Marty Carpenter, Aye; Doug DeVore, Aye; Dallin Drescher, Aye; Amberly Keeler, Aye; Kellie Openshaw, Aye.

- Policies to Amend
 - Bullying and Hazing Policy
 - Fee Waiver Policy
 - Student Conduct and Discipline Policy

The amendments to each of the above listed policies were discussed. The board received redline versions in their documentation packet along with an overall summary indicating the need for updates.

Doug DeVore made a motion to approve the amended Bullying and Hazing Policy, Fee Waiver Policy, and Student Conduct and Discipline Policy as outlined. Dallin Drescher seconded the motion. Motion passed unanimously. Votes were as follows: Kristen Davidson, Aye; Marty Carpenter, Aye; Doug DeVore, Aye; Dallin Drescher, Aye; Amberly Keeler, Aye; Kellie Openshaw, Aye.

CALENDARING

- Next Board Meeting September 13, 2023, 6:30pm

SWOT ANALYSIS

The board discussed the schools Strengths, Weaknesses, Opportunities, and Threats in order to set some goals moving forward. In depth analysis was completed for enrollment trends, fiscal trends, school accountability, charter school accountability framework, and lastly the UTVA school improvement plans were discussed and detailed out for the board to consider as part of the SWOT. The board shared overall thoughts and considerations on each element of the SWOT. The board is overall very pleased and feels there are many amazing things occurring at UTVA.

Amberly Keeler left the meeting at 8:32 PM

ADJOURN

At 8:52PM Dallin Drescher made a motion to adjourn.



REQUEST FOR PROPOSALS

Issued by:

Utah Virtual Academy

AUGUST 23, 2023
UTAH VIRTUAL ACADEMY

**Utah Virtual Academy
Request for Proposals
August 16, 2023**

Table of Contents

Article I. RFP Overview	2
Article II. UTVA Introduction	2
Article III. Submission Information.....	3
Article IV. General Information	4
Article V. Evaluation Criteria.....	6
Article VI. Proposal Format.....	6
Appendix A.....	A-1

Article I. RFP OVERVIEW

The purpose of this Request for Proposals (“**RFP**”) is to invite experienced entities to submit proposals to provide human resources services to Utah Virtual Academy (“**UTVA**”). The requirements and qualifications of Offerors are described in Appendix A. Cost will be a factor in the evaluation of bids as described in Section 5.2.

Article II. UTVA INTRODUCTION

UTVA is an authorized charter school with approximately 2,000 students in grades K-12. The authorization was granted through the Utah State Board of Education (the “**Authorizer**”), who will continue to act as Authorizer and, as such, will oversee the performance of UTVA.

As a publicly funded online charter school, UTVA makes it easy for parents to be active participants in their children’s education. UTVA families receive a complete curriculum, lesson planning programs, books and instructional materials, the use of a computer if needed, subsidized internet access, and the guidance of a highly qualified, licensed teacher. In short, everything students need for an excellent education.

UTVA desires to use the highest-quality curriculum, with innovation that provides an individualized education experience. Students demonstrate their knowledge and skills through state standardized tests.

While UTVA has requirements for grade advancement, we want to allow families and teachers to work together to help students maximize their academic potential and allow greater flexibility than what is typically possible in traditional schools.

But UTVA is not only about lessons. Elementary teachers organize school outings to museums, roller- and ice-skating parks, local zoos, and other interesting and enjoyable sites. Older students participate in a variety of activities, including clubs, student government, dances, and even graduation ceremonies. These events bring families together and create real connections within the UTVA community. We are proud of our school and believe that it is a great choice for families who are interested in getting actively involved in their children's education.

Article III. SUBMISSION INFORMATION

Section 3.1 Administrative Guidance

This RFP is designed to provide parties interested in submitting proposals (each, an “**Offeror**”) with information sufficient to do so. It is not intended to limit a proposal’s content or to exclude any relevant or essential data therefrom. Offerors are at liberty, and are encouraged, to expand upon the specifications to give additional evidence of their ability to provide the services requested by this RFP.

Section 3.2 Issuing Office and RFP Reference Number

UTVA is the Issuing Procurement Unit and the Conducting Procurement Unit for this RFP. The reference number for this RFP is RFP No NS24-27. This number shall be referenced on all proposals, correspondence, and documentation relating to this RFP. The Division of Purchasing will provide a courtesy posting for the State on the Utah Public Procurement Place (“**U3P**”), formerly known as SciQuest. All proposals must be submitted through U3P.

Section 3.3 Proposals Due Date

In order for a proposal to be considered, it must be received by UTVA no later than 2:00 PM Local Time on September 27, 2013. Proposals submitted through the U3P website will be considered received by UTVA. UTVA reserves the right to reject late-filed or nonconforming proposals. Any extensions to this solicitation will be made in U3P. It is the responsibility of interested Offerors to monitor U3P for extensions or solicitation modifications.

Section 3.4 Questions and Answers

All questions, inquiries, or requests for information, clarification, or interpretation arising subsequent to the issuance of this RFP shall be submitted in writing through U3P. Answers will be given via the U3P website. Questions submitted by email, phone, or other methods will not be considered.

All questions must be received no later than 5:00 PM Local Time on September 21, 2023. Questions asked after this deadline will not be answered.

Section 3.5 Proposal Submission

By submitting a proposal in response to this RFP, Offeror acknowledges that the requirements, scope of work, and the evaluation process outlined in the RFP are fair, equitable, not unduly restrictive, and understood and agreed to. Proposals must be received by the posted due date and time.

All proposals must be submitted electronically through U3P. Proposals submitted in any other way may be considered non-responsive and not accepted. Submitting a response via U3P is free. Register at <http://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=StateOfUtah> or contact U3P Customer Service at 1-800-233-1121. For more information on registering with U3P, please go to State Purchasing’s web page at <https://purchasing.utah.gov/wp-content/uploads/Vendor-Guide-2.pdf>. When submitting a bid electronically through U3P, please

allow sufficient time to complete the online forms and to upload documents. The solicitation will end at the closing time stated above. If an Offeror is in the middle of uploading a file at the closing time, the system will stop the process and the proposal will not be received by the system.

U3P's website will accept a wide variety of document types as attachments. However, certain documents are unable to be viewed. Therefore, an Offeror MAY NOT submit documents that are embedded (zip files), movies, wmp, and mp3 files. Do not upload PDF documents which contain attached or embedded documents. All documents should be attached as separate files. Proposals will not be accepted via fax or email.

Cost will be evaluated independently from the technical proposal, and, for that reason, must be submitted separately from the technical proposal. Failure to submit cost separately may result in a proposal being determined to be non-responsive. Inclusion of any cost or pricing data within the technical proposal may also result in a proposal being determined to be non-responsive

Section 3.6 Addenda

Offerors are encouraged to periodically check U3P for posted questions, answers, and any addenda.

Article IV. GENERAL INFORMATION

Section 4.1 Award of Contracts

UTVA intends to award a contract to the highest scoring, responsive and responsible Offeror, that satisfies the requirements described in the RFP, based on the evaluation process set forth in the RFP. However, UTVA may choose to not award any contract to any Offeror if that would not be in the best interest of UTVA. Any successful Offeror shall be required to complete a form of agreement, subject to the terms set forth in Section 4.9.

Section 4.2 Cost of Preparing Proposal

UTVA will not be liable for any cost which Offerors may incur in connection with the preparation of their proposal. Proposals should be concise, straightforward and prepared simply and economically. Expensive displays, bindings or promotional materials are neither desired nor required. However, these instructions are not intended to limit a proposal's content or exclude any relevant or essential data therefrom.

Section 4.3 Restrictions on Communication; Official Communication

From the issue date of this RFP until the final contract award, if any, is made or this RFP process is otherwise concluded, Offerors are not allowed to communicate about the subject of this RFP with any member of UTVA. If an Offeror violates this provision, UTVA reserves the right to reject the Offeror's proposal.

During the RFP process (from the date of issue through the date of contract award or other final decision), all communication will flow through State Purchasing which will be the sole source of official information regarding this RFP. Changes to the RFP will be issued via U3P Addendum. Any and all oral agreements or conversations are not binding.

Section 4.4 Opening of Proposals

The proposals will be opened following the deadline for submitting proposals, in a way that avoids disclosure of their contents to competing Offerors. No public opening will be held. All proposals will be kept in strict confidence until the final contract award, if any, is made or this RFP process is otherwise concluded. An Offeror may withdraw its proposal prior to the time UTVA makes a final decision.

Section 4.5 Responsiveness Determination

Proposals will be reviewed to confirm that they conform to the requirements outlined herein. Non-responsive proposals (those that do not conform to RFP requirements) may be eliminated from consideration.

Section 4.6 Evaluation Procedure

Proposals will be forwarded to an evaluation committee of at least three members appointed by UTVA. Each evaluation committee member will: 1) have familiarity with the type of work this RFP is seeking proposals for and/or the need that this RFP is addressing; 2) not have a conflict of interest with any Offeror; 3) fairly evaluate each proposal; 4) not contact or communicate with an Offeror concerning this RFP outside of the processes contained herein; and 5) conduct or participate in the evaluation in a manner that ensures a fair and competitive process and avoids the appearance of impropriety. Should the evaluation committee require any additional expertise, UTVA may authorize the evaluation committee to receive assistance from an outside expert or consultant. The technical evaluation will be based upon the information provided in the proposal. The evaluation committee will evaluate proposals as submitted and may not notify Offerors of deficiencies in their responses. The evaluation committee may not change its final recommended scores after it has submitted evaluation scores to UTVA.

The evaluation committee will evaluate the proposals in accordance with the criteria outlined in this RFP. Criteria not described in this RFP will not be used to evaluate proposals. Each proposal will be evaluated according to the criteria set forth in Article V hereof.

Cost shall be evaluated separately from the technical aspects of each proposal. The evaluation committee will not know or have access to information relating to the cost of a proposal until after the evaluation committee submits its recommendation to UTVA based on the technical evaluation criteria.

Section 4.7 Award Justification Statement

At the conclusion of the evaluation process, the evaluation committee shall prepare and submit to UTVA a written statement for each Branch that: 1) recommends a proposal for an award of a contract, if the evaluation committee decides to recommend a proposal; 2) contains the score awarded to the recommended proposal based on the criteria stated in this RFP; and 3) explains how the recommended proposal provides the best value to UTVA.

Section 4.8 Contract Terms

It is anticipated that the term of the contracts will be five years. It is anticipated that UTVA will continue to receive appropriate funding throughout the term of the contract. The contracts may be cancelled or suspended without penalty if the anticipated funds are not appropriated or received.

Article V. EVALUATION CRITERIA

Section 5.1 Technical Evaluation Criteria

Each proposal will be evaluated in accordance with the following criteria:

- a. 60 points = ability to meet UTVA's needs as demonstrated by responses to the requirements listed in Appendix A
- b. 30 points = ability to meet UTVA's needs as demonstrated by results from the Offeror's current and former clients
- c. 10 points = quality of at least three references vouching for the Offeror's services

The total points available based on technical evaluation criteria is 100.

Section 5.2 Cost Evaluation Criteria

Utah Code requires that cost be evaluated separately from substantive evaluation factors. Proposals not receiving at least 75 points from the technical evaluation will be eliminated and not have their cost portion evaluated. Each proposal receiving at least 75 points from the technical evaluation will be eligible to earn up to 50 additional points under the cost evaluation.

The Offeror with the lowest proposed price will receive 50 points (100%) for the cost portion. All other Offerors will receive a portion of 50 points based on what percentage higher their total cost is than the total lowest cost. The formula to compute the points earned under the cost evaluation is as follows:

Points Received = $50 - [50 \times (\text{Proposed Price} - \text{Lowest Proposed Price}) / \text{Lowest Proposed Price}]$.

Article VI. PROPOSAL FORMAT

Proposals should be submitted with a narrative, references, and budget.

Section 6.1 Narrative

Offerors will submit a narrative that responds to the requirements in Appendix A. The narrative should not exceed ten (10) pages. Offerors may add photos, graphs, resumes, letters of recommendation, and any other materials to support proposals, in addition to the narrative. Proposals should be submitted as two files (i.e., combine the narrative with additional materials for one file and the budget as the other file). As part of the narrative, Offerors should: 1) explain whether and how they are able to satisfy the bulleted requirements in Appendix A; and 2) outline relevant successful results from current or former clients.

Section 6.2 References

Offerors will additionally provide at least three (3) references from clients that have received from the Offeror services similar to those requested by this RFP. Each reference should include the business name, address, and telephone number of the contact person, approximate date of the project(s), and a short description of the project(s). UTVA reserves the right to contact these references to evaluate the level of performance and client satisfaction. If the Offeror is not able to provide the aforementioned information, it should provide a detailed explanation of the reasons for such inability. Any information gathered from references will be considered during the proposal evaluation process.

Section 6.3 Budget

The proposal shall include a budget that provides detailed information on expenses and costs to UTVA on a per-student basis assuming enrollment of 2,000 students. All budget and cost information provided by the Offeror must be submitted in a separate document and a separate electronic file and clearly identified as cost information. No cost information may be submitted with the rest of the proposal.

Appendix A

Overview

UTVA is seeking proposals to assist with employee onboarding and retention, payroll and taxes, risk management, and employee benefits administration.

Requirements

- a. Employee Onboarding and Retention
 - i. Ensure the legality of all employment relationships by managing new hire's completion of I-9 forms
 - ii. Assist with employee discipline and termination
 - iii. Assist with compensation agreements
 - iv. Maintain employee handbook and ensure employee agreement to policies
- b. Payroll and Taxes
 - i. Provide and manage an online human resources management system
 - ii. Process and distribute payroll checks via direct deposit
 - iii. Calculate and withhold required payroll taxes
 - iv. Prepare and file all required employer payroll tax forms
 - v. Prepare employment and payroll management reports
 - vi. Process tax liens and garnishments
 - vii. Maintain hourly employee time sheets
 - viii. Maintain paid time off (PTO) records
 - ix. Reconcile payroll and tax transactions
 - x. Maintain employee files (employment, workers comp, medical, and immigration status)
- c. Risk Management
 - i. Procure workers' compensation insurance
 - ii. Manage OSHA compliance and record keeping
 - iii. Manage workers' compensation and unemployment insurance claims
 - iv. Manage payroll-premium audits
- d. Benefits Administration
 - i. Provide and manage employee open benefits including
 - 1. Medical insurance
 - 2. Life insurance
 - 3. Health savings accounts
 - 4. Retirement plans
 - 5. Section 125 plans
 - ii. Ensure compliance with employment laws including PPACA, ERISA, HIPPA, COBRA, etc.
 - iii. Assist employees with benefit questions and claim inquiries or complaints
 - iv. Manage premium reconciliation and payment

**SPECIAL EDUCATION SERVICES AGREEMENT
BETWEEN
UTAH VIRTUAL ACADEMY
AND
ELEVATE3 CONSULTING, ECHO CUNNINGHAM, A PRIVATE PROVIDER**

This **SPECIAL EDUCATION SERVICES AGREEMENT** (the “**Agreement**”) is entered into during the 2023-2024 school year between **Utah Virtual Academy**, a Utah nonprofit corporation (the “**School**”), and **Elevate3 Consulting, LLC (Echo Cunningham)**, a private provider.

RECITALS

A. The School has received a charter (the “**Charter**”) from the Utah State Charter School Board (the “**Authorizer**”) to operate a charter school.

B. The School desires to ensure that it provides special education services to its students and operates its special education program in accordance with the requirements of its Charter and applicable laws.

C. Elevate3 Consulting, Echo Cunningham, has expertise and knowledge regarding the requirements associated with providing special education services and operating a special education program in compliance with applicable legal requirements.

D. The School believes that contracting with Elevate3 Consulting, Echo Cunningham, for special education services will allow the School’s administration to more successfully meet the requirements associated with providing special education services to its student and operating a special education program.

E. The School and Elevate3 Consulting, Echo Cunningham, desire to enter into this Agreement for the purpose of having Elevate3 Consulting, Echo Cunningham, conduct a needs assessment as set forth in Appendix A.

AGREEMENT

1. **Services to be Performed by Elevate3 Consulting.** Echo Cunningham from Elevate3 Consulting will perform certain services related to the School's special education program (the "Services") as requested by the School. The Services have been identified as a Needs Assessment outlined in Appendix A.

2. **Compensation.** As compensation for the Services, the School will pay Elevate3 Consulting, Echo Cunningham, a Fee estimated to be in the range of \$7,5000 and \$10,000. Elevate3 Consulting will invoice the School at the completion of the Services which is to be paid within thirty days of invoice receipt.

3. **Independent Contractor Status.** The relationship between Elevate3 Consulting, Echo Cunningham, and the School shall be that of independent contractor and contractee. Echo Cunningham shall not be considered an employee, partner, joint venturer, representative or agent of the School in connection with any of the transactions or relationships contemplated under this Agreement. Elevate3 Consulting, Echo Cunningham, shall not be authorized, without the prior written consent of the School in each specific case, to act on behalf of or to bind the School.

4. **Term and Termination.** This Agreement shall run the length of the Needs Assessment process, which is estimated to take three (3) weeks. Termination of this agreement can be made by the School at any point by giving written notice.

5. **Effect of Termination on Compensation.** In the event of termination of this Agreement, Elevate3 Consulting, Echo Cunningham, shall be entitled to payment for the portion of Services rendered within fifteen (15) days of termination notice.

6. **Data Confidentiality.** The terms of the attached Data Confidentiality Addendum shall be considered part of this Agreement.

7. **Miscellaneous.**

(a) Neither party will be considered in default of this Agreement if the performance of any part or all of this Agreement is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either party's control and which cannot be overcome by reasonable diligence and without unusual expense.

(b) This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties.

(c) Neither party will assign this Agreement without the written consent of the other party; such consent will not be unreasonably withheld.

(d) No waiver of any provision of this Agreement will be deemed or will

constitute a waiver of any other provision unless expressly stated.

(e) If any provision or any part of this Agreement is determined to be unlawful, void or invalid, that determination will not affect any other provision or any part of any other provision of this Agreement and all such provisions will remain in full force and effect.

(f) This Agreement is not intended to create any rights for any third-party beneficiary.

(g) This Agreement is made and entered into in the State of Utah and will be interpreted according to the laws of that state.

(h) Every notice, approval, consent or other communication authorized or required by this Agreement will not be effective unless it is in writing and sent postage prepaid by United States mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:

Elevate3 Consulting
2112 W 13400 So
Riverton, Utah 84065

(i) The headings in this Agreement are for convenience and reference only and in no way define, limit or describe the scope of this Agreement and will not be considered in the interpretation of this Agreement or any provision hereof.

(j) This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one Agreement.

(k) Each of the persons executing this Agreement has the full power and authority to execute this Agreement on behalf of the party for whom he or she signs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date _____.

Utah Virtual Academy,
a Utah nonprofit corporation

Board President

Elevate3 Consulting, Echo Cunningham,
a private provider
Echo Cunningham (electronic signature)

DATA CONFIDENTIALITY ADDENDUM

Recitals

1. The School and Elevate3 Consulting are parties to a Special Education Services Agreement (the “**Agreement**”) to which this Addendum is attached regarding services to be provided by Elevate3 Consulting, Echo Cunningham, to the School.
2. Utah Code § 53E-9-309 establishes requirements for contracts between educational entities such as the School and third-party providers such as Elevate3 Consulting.
3. The parties are entering into this Addendum, in order to ensure that the Agreement complies with Section 53E-9-309 and other applicable legal requirements.

Agreement

Now, therefore, in consideration of the foregoing and the mutual covenants and promises of the parties hereto, the parties agree as follows:

1. Except as provided in Utah Code § 53E-9-309(4), Elevate3 Consulting will not use any personally identifiable student data received from the School for any purpose other than to provide the Services to the School.

(a) “Personally identifiable student data” means student data that identifies or is used by the holder to identify a student and includes:

- (i) a student’s first and last name;
- (ii) the first and last name of a student’s family member;
- (iii) a student’s or a student’s family’s home or physical address;
- (iv) a student’s email address or other online contact information;
- (v) a student’s telephone number;
- (vi) a student’s social security number;
- (vii) a student’s biometric identifier;
- (viii) a student’s health or disability data;
- (ix) a student’s education entity student identification number;
- (x) a student’s social media user name and password or alias;

(b) if associated with personally identifiable student data, the student’s persistent identifier, including:

- (i) a customer number held in a cookie; or
- (ii) a processor serial number;
- (iii) a combination of a student’s last name or photograph with other information that together permits a person to contact the student online;

(iv) information about a student or a student's family that a person collects online and combines with other personally identifiable student data to identify the student; and

(v) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have first-hand knowledge of the relevant circumstances, to identify the student with reasonable certainty.

2. Elevate3 Consulting acknowledges that all student data of the School is the School's and/or students' property. Elevate3 Consulting will collect, use, store, and share personally identifiable student data only in accordance with the Agreement, this Addendum, Utah Code § 53E-9-309, as it may be amended, and any administrative rules adopted by the Utah State Board of Education. The parties acknowledge and agree that the terms of Utah Code § 53E-9-309, as it may be amended, and any administrative rules adopted by the Utah State Board of Education implementing Utah Code § 53E-9-309 govern the relationship between the parties.

3. Elevate3 Consulting may only share personally identifiable student data with employees and independent contractors who have a legitimate need to such data in order to enable Elevate3 Consulting provide the Services to the School.

4. At the request of the School, Elevate3 Consulting will allow the School or its designee to audit Elevate3 Consulting in order to verify compliance with the terms of the Addendum that relate to the confidentiality and protection of personally identifiable student data.

5. During the term of the Agreement, Elevate3 Consulting will delete personally identifiable student data at the request and direction of the School.

6. At the completion of the parties' agreement, if no further agreement is executed Elevate3 Consulting shall delete upon the School's request all personally identifiable student data of the School in Elevate3 Consulting's possession and provide to the School written confirmation of deletion of such data.

7. Elevate3 Consulting covenants and agrees that it shall indemnify and hold the School harmless from and against any and all third party losses, claims, legal fees, and liabilities related to or derived from any breach of contract..

8. In the event of any conflict between the Addendum and the Agreement, the terms of this Addendum shall govern.

Appendix A
Utah Virtual Academy
Special Education Needs Assessment (2023-24)

The framework for this needs assessment is broken down into two categories (see below) and will occur across five phases: planning, collecting and organizing data, interpreting information, determining priorities, and connecting to implementation. This process will help identify, understand, and prioritize needs to improve departmental performance and student proficiency.

Below are the categories identified for the needs assessment, along with data that will be gathered and analyzed (both quantitative and qualitative data will be gathered in relationship to the data sources identified):

1. Departmental Efficiency*

- Staff Hierarchy
 - Roles and Responsibilities (interviews, survey)
 - Assessments (testing)
- Resource Allocations
- RtI Process
- Caseloads/Student Demographics
 - Eligibility Determination
- Past UPIPS Results (full audits, indicator visits, parent survey results)
- Program Improvement Plan (PIP)
- RDA/APR Report (past 3 years)

2a. Student Proficiency*

- Curriculum/Interventions/Tier III
 - RtI Process
- IEP Fidelity
- IEP goals
- Progress Monitoring
- LRE Options
 - Determination Process
- GenEd Progress
- CEIS (?)
- RDA/APR Report (past 3 years)

2b. Graduation*

- Student Data
- Credit/Courses offered/taught
 - Credit Recovery Program
- 1% Students
- Super Seniors
 - Exit Codes
- RDA/RDA Report (past 3 years)

*The data sources identified are not all-inclusive as other sources may be warranted as the process unfolds.

The primary outcome of this needs assessment process will be a set of prioritized areas of focus that will inform next steps for improvement efforts. All such information will be provided in the form of a report that will outline the steps taken and resulting outcomes under the five phases identified above for each of the two categories. It is estimated that such a needs assessment and subsequent report writing will take approximately 3 weeks to complete and accrue a cost between \$7,500-\$10,000.

State of Utah Division of Purchasing
LIMITED AGREEMENT TO CONDUCT SOLICITATIONS

This is an agreement between the State of Utah Division of Purchasing (Division) and the Procurement Unit with Independent Procurement Authority (Procurement Unit), pursuant to Utah Code 63G-6a-106. The purpose of this Agreement is to identify the type of solicitation services the Division will provide to the Procurement Unit.

- **If the procurement item requested is currently on a State Cooperative “Best Value” Contract, the Division will not provide a 2.0 or 3.0 Service Level if the Procurement Unit does not want to purchase from the State Cooperative “Best Value” Contract.**
- **Due to the unique nature of IT and construction procurements, these procurements are only eligible for a 1.0 Service Level. The Division currently has several IT, Cloud, SVAR, and Saas contracts that can satisfy most needs.**
- **To search State Cooperative “Best Value” Contracts, please visit, <https://statecontracts.utah.gov/Home/Search>.**

Below are the services types offered by the Division. *Please choose only one service type below that meets your needs.*

☐ **1.0 Courtesy Posting Services:**

- The Division will post the pre-developed solicitation documents on U3P (formerly known as SciQuest/Jaggaer), for and in behalf of the Procurement Unit. Documents **will not** be reviewed for compliance with the Utah Procurement Code and Administrative Rules and/or local government procurement policies, ordinances, or other sections of Utah Code and Administrative Rule.
- The Division will instruct vendors to submit bids/proposals based on the instructions of the Procurement Unit in the solicitation documents.
- The Procurement Unit is responsible for all information in the solicitation documents and understands the Division is only posting the documents.
- It will be the Procurement Unit's sole responsibility to review/approve solicitation recommendations and documents prior to the Division releasing the public posting on U3P (Failure to respond in writing with an approval may delay solicitation posting).
- The Procurement Unit will be responsible to evaluate vendor bids/proposals and finalize solicitation awards in accordance with the Utah Procurement Code/Administrative Rule or applicable local government procurement requirements.
- The Division requires up to a **2 business day lead-time** for a U3P posting depending on the response time by the Procurement Unit.

☒ **2.0 Basic Procurement Services:**

- In addition to the items listed in the 1.0 Service Level, the Division will conduct a review of pre-developed solicitation documents. The Division will make recommendations to the Procurement Unit if specifications, evaluation criteria, and/or solicitation processes appear to be out of compliance with or missing from the Utah Procurement Code and/or Administrative Rules. The Division will not review solicitation documents for compliance with local government procurement ordinances or other sections of Utah Code or Administrative Rule.
- The Division requires a minimum **5 business day lead-time** depending on the complexity of review and response time by the Procurement Unit.

☐ **3.0 Extended Services – Solicitation/Contract Development:**

In addition to the 2.0 Basic Services identified above, the extended services include:

- The Division will assist the Procurement Unit with solicitation development, including but not limited to technical research, scope of work, technical evaluation criteria and cost sheet development.
- The Division may assist the Procurement Unit with questions during the evaluation of the bids/proposals.
- The Division may assist in the evaluation process including assisting in drafting award and contract documents including negotiation of exceptions to solicitation terms and conditions in coordination with the Procurement Unit's legal counsel. In the event the Division assists the Procurement Unit with terms and conditions negotiations, the final contract must be reviewed and approved by the Procurement Unit's legal counsel to ensure compliance with ordinances.
- The Division requires a minimum of **5 business day lead-time** depending on the complexity of the solicitation and response time by the Procurement Unit.

Instructions for Submission of Solicitation Document to the Division:

- The Procurement Unit must submit the signed agreement to purchasingsolicitations@utah.gov and include in the subject of the email "**Courtesy Posting Request**". When requesting the 1.0 or 2.0 Service Level, the email must include pre-developed solicitation documents. When requesting a 3.0 Service Level, the Procurement Unit should complete the solicitation questionnaire on the Division's website located at <https://purchasing.utah.gov/forms/> and submit that completed form with the completed agreement. A Division representative will respond to the email to assist the Procurement Unit with solicitation/contract development services.

After the Solicitation Has Closed:

- Once the U3P Posting closing date has passed, the posting will be closed out after 2 weeks. If the Procurement Unit does not wish to post award documents in U3P, the Division may post a document directing any inquiries to the point of contact listed in the solicitation documents for award notification.
- The Procurement Unit is required to maintain all records pertaining to the solicitation and contract, regardless of the level of service provided by the Division, pursuant to its open records laws. The Division will not maintain any documents associated with the Procurement Unit's solicitation or contract.
- The Procurement Unit will be responsible to process, defend, and resolve any and all protests associated with the solicitation as the Division has no legal jurisdiction over the Procurement Unit. The Procurement Unit will not be required to accept recommendations from the Division in exchange for solicitation services.

The Division will not charge the Procurement Unit for any of the procurement services offered.

Please note the maximum file size for individual documents in U3P is 50 MB.

By signing this Agreement, a Procurement Unit verifies the solicitation and resulting contract documents are in compliance with State Code outside the Procurement Code and the Procurement Unit's local ordinances.

I have read and understand the agreement and elect to utilize the Division's solicitation services as outlined and chosen above.



08/23/2023

Authorized Signature

Date

Please Type or Print

Signatory's Name	Matthew Thue
Signatory's Title	UTVA Board Liaison
Public Entity Name	Utah Virtual Academy ("UTVA")

Contact Individual for Procurement Unit (if different from above)

Contact Name	Matthew Thue
Contact Phone Number	435-770-4683
Contact Email	thuematt@gmail.com

Contact Individual for Consulting or Engineering Firm (if managing the solicitation on behalf of a Procurement Unit)

Contact Name	
Contact Phone Number	
Contact Email	

THERAPY SERVICES AGREEMENT

This Therapy Services Agreement ("Agreement") is made effective as of August 16th, 2023 ("Effective Date") between Utah Virtual Academy ("UTVA" or "School"), with its principal place of business at 4500 South 310 East Suite 620, Murray, Utah 84107, and

("Provider")	with its Principal Place of Business at
Boulder Consulting	192 E 200 N Joseph, UT 84739

- A. UTVA wants Provider to provide therapy services to the School and Provider wants to provide such services to the School.

Service Name	Service Delivery Type	Direct: Service Rate	Direct: No-Show or Cancellation Rate	Indirect: IEP Meeting	Indirect: Other IEP No-Show	Evaluation	Evaluation No-Show or Cancellation
Counseling	Virtual	\$132.50 per hour	½ of scheduled session	\$132.50 flat fee	\$66.25 flat fee	N/A	N/A
Service Name	Service Delivery Type	Indirect: Service Rate		Direct: No-Show or Cancellation Rate			
Technical Cancellation	Virtual	\$66.25 per session	Provider shall invoice UTVA for sessions due to technical issues if more than 50% of the scheduled session is unable to be delivered due to student technical issues. No other billing for the same session should be submitted when a technical cancellation is billed.				
Technical Cancellation: Counseling Group Therapy	Virtual	\$33.00 per student per session	Provider shall invoice UTVA for sessions due to technical issues if more than 50% of the scheduled session is unable to be delivered due to student technical issues. No other billing for the same session should be submitted when a technical cancellation is billed.				
Student Intros	Virtual	\$44.17	up to 20 minutes can be billed for new student intros billable as indirect parent contact within the first week of school; one third of hourly rate				

- B. Provider and UTVA desire to enter into this Agreement in order to document the terms of their agreement.

Agreement

Now, therefore, in consideration of the foregoing and the mutual covenants and promises of the Parties as provided herein, the Parties hereby agree to the following:

1. **Engagement.** Subject to the terms and conditions of this Agreement, UTVA hereby engages Provider to perform the therapy services set forth herein, and the Provider hereby accepts such engagement.
2. **Provider's Services, Compensation, and Other Duties.** Provider agrees to:
 - a. Provider shall bill all services that are based on hourly rates in increments of 1 minute.
 - b. Provider shall invoice UTVA for Direct Therapy Services. For purposes of this Agreement, Direct Therapy Services are services that a therapist of the Provider provides while directly interacting with a student of the School
 - c. Provider shall invoice UTVA for Indirect Therapy Services related to Individualized Education Program ("IEP") Meeting Attendance. For purposes of this Agreement, Indirect Therapy Services are only IEP Meeting Attendance. IEP Meeting Attendance is the only Indirect Therapy Service that may be invoiced to the School. Proof of attendance for IEP meeting is required via signature on IEP documentation.
 - d. Provider shall invoice UTVA for no-shows and cancellations subject to all requirements of this paragraph.
 - A "no-show" can be a therapy session or an IEP meeting or an evaluation that is missed by the student with no prior communication of cancellation to Provider by the student, family, K12, or UTVA. No-shows can only be invoiced if (a) the therapy session or IEP meeting or evaluation had been previously scheduled and (b) the Provider provides UTVA with enough documentation to verify that the family was notified of it at least 48 hours in advance of the scheduled time.
 - Cancellations can only be invoiced if a family cancels a scheduled therapy session or evaluation less than 24 hours before the scheduled session. If a family cancels a scheduled therapy session or Evaluation 24 hours or more in advance of the schedule session, the Provider shall not invoice UTVA.
 - e. Provider shall send monthly invoices with detailed records of services rendered through the online Related Service Manager system (RSM), www.relatedservice.com. All undisputed invoices are payable thirty (30) days after receipt by UTVA, provided, however, that UTVA has received a completed W-9 from the Provider. UTVA is not obligated to pay for services that are in invoices that UTVA receives more than six (6) months after the service date or more than two months after the end of UTVA's fiscal year (which ends June 30), whichever is earlier.
 - f. Provider shall provide a copy of any records requested by UTVA or required by the State for the provision of the Therapy Services for students in the School including, but not limited to:
 - Background checks completed at Provider's expense;
 - Proof of current applicable certification/licensure;
 - Proof of active professional and/or automobile liability insurance policies; and
 - Completed W-9 form.
 - g. Provider shall work closely with staff for the School and render Therapy Services in accordance with each student's IEP or Section 504 or Service Plan.
 - h. Provider shall perform all services in compliance with applicable law and any standard, ruling, regulation, or law of any governmental or accrediting agency responsible for administering or regulating the Provider and/or its therapists (whether employed or contracted).

i. Provider shall use forms and/or systems made available by UTVA or its designee to submit progress notes, evaluations, updates to IEPs, and other requested information.

j. Provider shall not provide any additional services outside of this Agreement, including services for a fee, to any students of UTVA.

3. **Provider's Representations and Warranties.** Provider represents and warrants that:

a. Provider has the right and ability to enter into this Agreement and to furnish the Therapy Services and that such Therapy Services will be performed in a timely, professional, and workmanlike manner in accordance with reasonable industry standards.

b. Provider or, if applicable, its employed or contracted therapists, is duly licensed in Utah to practice and to provide the services specified in this Agreement. Provider shall immediately notify UTVA if any applicable license is suspended or revoked or if any applicable licensee is placed on any probationary, provisional, or other limited or conditional status.

c. Provider operates as a business and regularly makes its services available to other clients or the general public and has the customary means and requisites of conducting business.

d. Provider has and shall maintain for itself and for its therapists, whether employed or contracted, professional liability insurance in a minimum amount of \$1 million per claim and \$3 million aggregate; commercial general liability insurance in a minimum amount of \$1 million per occurrence; and automobile insurance (without an exclusion for business pursuits) in at least the amounts required by statute with a company or companies rated at least A- by A.M. Best & Company. All insurance that is provided on a claims-made basis shall remain in force for no less than two years after the termination of this Agreement. Provider shall provide UTVA with a certificate of insurance evidencing all such coverage no later than the date on which this Agreement becomes effective and no less frequently than annually thereafter.

4. **Indemnification.** Provider shall indemnify, defend, and hold harmless UTVA and its employees, officers, directors, agents, representatives, affiliates, subsidiaries, assignees and licensees, from and against any claims, actions, damages, losses, costs, expenses (including reasonable attorneys' fees), judgments, settlements, and damages arising out of or resulting from Provider's performance of services under or breach of this Agreement.

5. **Ownership of Materials and Non-Exclusive License.** Provider retains all rights to any materials created or distributed by Provider pursuant to this Agreement. Provider hereby grants to UTVA a non-exclusive license to use, reproduce, distribute or create derivative works from any materials created or distributed by Provider pursuant to this Agreement internally within UTVA and between it and its affiliates, customers, contractors and others to the extent otherwise permitted or required by law.

6. **Independent Contractor.** Provider understands and agrees that Provider is acting and performing as an independent contractor at all times. Provider is expected to use Provider's own equipment, supplies, and tools unless specifically stated otherwise. Provider understands and agrees that it is not an agent or employee of UTVA by virtue of this Agreement. Provider will perform the requested services under the general direction of UTVA, but will determine, in its reasonable discretion, the manner and means by which the services are accomplished. As an independent contractor, Provider has the responsibility to file all tax returns required by law and assumes sole liability for taxes due on income earned pursuant to this Agreement. Provider acknowledges it is not entitled to any rights or benefits (including vacation, 401(k) and insurance) to which UTVA employees may be entitled. Provider agrees to indemnify, defend, and hold UTVA harmless from any liabilities, claims or actions relating to employment taxes or benefits. Provider understands and acknowledges upon signing this Agreement that UTVA will not supply any workers'

compensation benefit required by any jurisdictions to anyone with independent contractor status and UTVA accepts no liability for Provider's general health.

7. **Confidential Information.** As used herein, the term "Confidential Information" means all information, in whatever form or medium, and whether or not designated or marked "CONFIDENTIAL," or the like, which (a) relate to the students of the School, or the products, services or business of UTVA and (i) which have not been disclosed by UTVA to the general public or (ii) which Provider knows or has good reason to know are not generally known to the general public; (b) are received by UTVA from a third party under an obligation of confidentiality to the third party; (c) are derived from the use or application of either of the foregoing; or (d) are created by UTVA during the term of this Agreement or are created by Provider pursuant to this Agreement. Provider acknowledges that the Confidential Information constitutes a valuable proprietary asset of UTVA, and that Provider shall not, as a result of any disclosure of Confidential Information by UTVA to Provider, obtain any right or license to any Confidential Information except as otherwise explicitly specifically provided for herein. Provider agrees that disclosure by UTVA of any Confidential Information is made in strictest confidence. Provider agrees that it will not at any time directly or indirectly disclose Confidential Information of UTVA to any person or entity outside of UTVA or make any use of such Confidential Information in any way, commercially or otherwise, other than as is reasonably required to provide the Therapy Services. Provider agrees not to allow any unauthorized person access to Confidential Information and to take all action reasonably necessary and satisfactory to protect such Confidential Information.

8. **Student Data.** Provider acknowledges that during the engagement it will have access to and become acquainted with personally identifiable information about students at the School. In conjunction with signing this Agreement, the Parties shall sign the Data Confidentiality Addendum attached hereto, which addendum addresses, among other things, requirements and restrictions related to Provider's collection, use, storage, and sharing of personally identifiable student data.

9. **Return of Records.** Upon expiration or termination of this Agreement, Provider shall deliver to UTVA all UTVA and School records, notes, and data that relate to the Therapy Services.

10. **Term and Termination.** This Agreement shall be for a term of one year beginning on the Effective Date. Either Party may terminate this Agreement at any time, with or without cause, effective upon notice to the other Party.

11. **Notices.** Notices shall be served by next-business day delivery by a reputable national carrier (which delivery shall be deemed to have been made on the date of delivery) or by certified mail with a return receipt requested (which delivery shall be deemed to have been made five days after mailing). Notices to UTVA shall be sent to UTVA at the address listed above. Notices served on the Provider shall be sent to the Provider at the address listed above. Either Party may change its address for notice by providing notice to the other Party.

12. **Assignment.** UTVA shall have the full and unencumbered right to assign any and all rights acquired by it hereunder and to delegate any and all duties hereunder, to any affiliate, subsidiary or licensee of UTVA. Provider may not assign any of its rights or delegate any of its duties under this Agreement without the prior written permission of UTVA. Any assignment by Provider without such permission shall be void from its beginning.

13. **Waiver of Contractual Right.** The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

14. **Entire Agreement; Amendments; Survival.** This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof, and it may only be changed by a writing

signed by authorized personnel of both Parties. Any prior or contemporaneous agreements, promises, negotiations, or representations are of no force or effect. It is specifically understood that paragraphs 3 through 8 of this Agreement survive the expiration or termination of this Agreement.

15. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable. If a court or arbitrator finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

16. **Dispute Resolution.** The Parties agree that except as set forth in this paragraph, they shall first attempt in good faith to settle any disputes arising out of or in connection with this Agreement, including without limitation the validity, interpretation, performance and breach hereof, first through a process of mediation under the supervision of a mutually agreed upon mediator. If mediation fails, any dispute arising out of or relating to this Agreement including the breach, termination, or validity hereof shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association with an arbitration panel consisting of a single arbitrator. The Parties agree that an arbitration award ("Underlying Award") may be appealed pursuant to the American Arbitration Association's Optional Appellate Arbitration Rules ("Appellate Rules"); that any Underlying Award shall, at a minimum, be a reasoned award, and that the Underlying Award shall not be considered final until after the time for filing a notice of appeal pursuant to the Appellate Rules has expired. Appeals shall be initiated within thirty (30) days of receipt of an Underlying Award, as defined by Rule A-3 of the Appellate Rules, by filing a Notice of Appeal with the American Arbitration Association. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitration panel or, if applicable, a decision rendered under the Appellate Rules, may be entered by any court having jurisdiction thereof. The parties agree to arbitration in Salt Lake County, Utah and that the laws of Utah, without regard to its choice of law rules, shall apply. Notwithstanding any of the forgoing, Provider acknowledges that in the event Provider breaches any material provision of this Agreement, UTVA's interests could be irreparably injured and UTVA shall be entitled to enforce this Agreement by an injunction or other equitable relief without the necessity of posting bond or security, in addition to its right to seek monetary damages or any other remedy

IN WITNESS WHEREOF, the Parties, through their authorized representatives, hereto have signed this Agreement as of the Effective Date.

UTVA

By: _____

Name and Title: Meghan Merideth Executive Director, UTVA

Provider

By: _____
Destry Balch Therapist

Name and Title:

16.

THERAPY SERVICES AGREEMENT

This Therapy Services Agreement ("Agreement") is made effective as of August 16th, 2023 ("Effective Date") between Utah Virtual Academy ("UTVA" or "School"), with its principal place of business at 4500 South 310 East Suite 620, Murray, Utah 84107, and

("Provider")	with its Principal Place of Business at
Charter School Therapy	4909 Glasman Way, South Ogden, UT 84403

Recitals

- A. UTVA wants Provider to provide therapy services to the School and Provider wants to provide such services to the School.

Service Name	Service Delivery Type	Direct: ServiceRate	Direct: No-Show or Cancellation Rate	Indirect: IEP Meeting	Indirect: Other IEP No-Show	Evaluation	Evaluation No-Show or Cancellation
Occupational Therapy	Virtual or Face to Face	\$155.00 per hour	½ of scheduled session	\$155.00 flat fee	\$77.50 flat fee	\$160.00 per hour with a maximum charge of 3 hours	\$160.00 flat fee
Physical Therapy	Virtual or Face to Face	\$155.00 per hour	½ of scheduled session	\$155.00 flat fee	\$77.50 flat fee	\$160.00 per hour with a maximum charge of 3 hours	\$160.00 flat fee
Full Individual Initial Evaluation	Virtual or Face to Face	NA	NA	NA	NA	\$160 per hour	\$160 flat fee
Full Individual Re-Evaluation	Virtual or Face to Face	NA	NA	NA	NA	\$160 per hour	\$160 flat fee
Technical Cancellation	Virtual	\$77.50 per session	Provider shall invoice UTVA for sessions due to technical issues if more than 50% of the scheduled session is unable to be delivered due to student technical issues. No other billing for the same session should be submitted when a technical cancellation is billed.				

Student Intro	Virtual	\$51.67	up to 20 minutes can be billed for new student intros billable as indirect parent contact within the first week of school; 1/3 hourly rate
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- B. Provider and UTVA desire to enter into this Agreement in order to document the terms of their agreement.

Agreement

Now, therefore, in consideration of the foregoing and the mutual covenants and promises of the Parties as provided herein, the Parties hereby agree to the following:

1. **Engagement.** Subject to the terms and conditions of this Agreement, UTVA hereby engages Provider to perform the therapy services set forth herein, and the Provider hereby accepts such engagement.

2. **Provider's Services, Compensation, and Other Duties.** Provider agrees to:
 - a. Provider shall bill all services that are based on hourly rates in increments of 1 minute.
 - b. Provider shall invoice UTVA for Direct Therapy Services. For purposes of this Agreement, Direct Therapy Services are services that a therapist of the Provider provides while directly interacting with a student of the School
 - c. Provider shall invoice UTVA for Indirect Therapy Services related to Individualized Education Program ("IEP") Meeting Attendance. For purposes of this Agreement, Indirect Therapy Services are only IEP Meeting Attendance. IEP Meeting Attendance is the only Indirect Therapy Service that may be invoiced to the School. Proof of attendance for IEP meeting is required via signature on IEP documentation.
 - d. Provider shall invoice UTVA for no-shows and cancellations subject to all requirements of this paragraph.
 - A "no-show" can be a therapy session or an IEP meeting or an evaluation that is missed by the student with no prior communication of cancellation to Provider by the student, family, K12, or UTVA. No-shows can only be invoiced if (a) the therapy session or IEP meeting or evaluation had been previously scheduled and (b) the Provider provides UTVA with enough documentation to verify that the family was notified of it at least 48 hours in advance of the scheduled time.
 - Cancellations can only be invoiced if a family cancels a scheduled therapy session or evaluation less than 24 hours before the scheduled session. If a family cancels a scheduled therapy session or Evaluation 24 hours or more in advance of the schedule session, the Provider shall not invoice UTVA.
 - e. Provider shall send monthly invoices with detailed records of services rendered through the online Related Service Manager system (RSM), www.relatedservice.com. All undisputed invoices are payable thirty (30) days after receipt by UTVA, provided, however, that UTVA has received a completed W-9 from the Provider. UTVA is not obligated to pay for services that are in invoices that UTVA receives more than six (6) months after the service date or more than two months after the end of UTVA's fiscal year (which ends June 30), whichever is earlier.

f. Provider shall provide a copy of any records requested by UTVA or required by the State for the provision of the Therapy Services for students in the School including, but not limited to:

- Background checks completed at Provider's expense;
- Proof of current applicable certification/licensure;
- Proof of active professional and/or automobile liability insurance policies; and
- Completed W-9 form.

g. Provider shall work closely with staff for the School and render Therapy Services in accordance with each student's IEP or Section 504 or Service Plan.

h. Provider shall perform all services in compliance with applicable law and any standard, ruling, regulation, or law of any governmental or accrediting agency responsible for administering or regulating the Provider and/or its therapists (whether employed or contracted).

i. Provider shall use forms and/or systems made available by UTVA or its designee to submit progress notes, evaluations, updates to IEPs, and other requested information.

j. Provider shall not provide any additional services outside of this Agreement, including services for a fee, to any students of UTVA.

3. **Provider's Representations and Warranties.** Provider represents and warrants that:

a. Provider has the right and ability to enter into this Agreement and to furnish the Therapy Services and that such Therapy Services will be performed in a timely, professional, and workmanlike manner in accordance with reasonable industry standards.

b. Provider or, if applicable, its employed or contracted therapists, is duly licensed in Utah to practice and to provide the services specified in this Agreement. Provider shall immediately notify UTVA if any applicable license is suspended or revoked or if any applicable licensee is placed on any probationary, provisional, or other limited or conditional status.

c. Provider operates as a business and regularly makes its services available to other clients or the general public and has the customary means and requisites of conducting business.

d. Provider has and shall maintain for itself and for its therapists, whether employed or contracted, professional liability insurance in a minimum amount of \$1 million per claim and \$3 million aggregate; commercial general liability insurance in a minimum amount of \$1 million per occurrence; and automobile insurance (without an exclusion for business pursuits) in at least the amounts required by statute with a company or companies rated at least A- by A.M. Best & Company. All insurance that is provided on a claims-made basis shall remain in force for no less than two years after the termination of this Agreement. Provider shall provide UTVA with a certificate of insurance evidencing all such coverage no later than the date on which this Agreement becomes effective and no less frequently than annually thereafter.

4. **Indemnification.** Provider shall indemnify, defend, and hold harmless UTVA and its employees, officers, directors, agents, representatives, affiliates, subsidiaries, assignees and licensees, from and against any claims, actions, damages, losses, costs, expenses (including reasonable attorneys' fees), judgments, settlements, and damages arising out of or resulting from Provider's performance of services under or breach of this Agreement.

5. **Ownership of Materials and Non-Exclusive License.** Provider retains all rights to any materials created or distributed by Provider pursuant to this Agreement. Provider hereby grants to UTVA a non-exclusive license to use, reproduce, distribute or create derivative works from any materials created or distributed by Provider pursuant to this Agreement, internally within UTVA and between it and its

affiliates, customers, contractors and others to the extent otherwise permitted or required by law.

6. **Independent Contractor.** Provider understands and agrees that Provider is acting and performing as an independent contractor at all times. Provider is expected to use Provider's own equipment, supplies, and tools unless specifically stated otherwise. Provider understands and agrees that it is not an agent or employee of UTVA by virtue of this Agreement. Provider will perform the requested services under the general direction of UTVA, but will determine, in its reasonable discretion, the manner and means by which the services are accomplished. As an independent contractor, Provider has the responsibility to file all tax returns required by law and assumes sole liability for taxes due on income earned pursuant to this Agreement. Provider acknowledges it is not entitled to any rights or benefits (including vacation, 401(k) and insurance) to which UTVA employees may be entitled. Provider agrees to indemnify, defend, and hold UTVA harmless from any liabilities, claims or actions relating to employment taxes or benefits. Provider understands and acknowledges upon signing this Agreement that UTVA will not supply any workers' compensation benefit required by any jurisdictions to anyone with independent contractor status and UTVA accepts no liability for Provider's general health.

7. **Confidential Information.** As used herein, the term "Confidential Information" means all information, in whatever form or medium, and whether or not designated or marked "CONFIDENTIAL," or the like, which (a) relate to the students of the School, or the products, services or business of UTVA and (i) which have not been disclosed by UTVA to the general public or (ii) which Provider knows or has good reason to know are not generally known to the general public; (b) are received by UTVA from a third party under an obligation of confidentiality to the third party; (c) are derived from the use or application of either of the foregoing; or (d) are created by UTVA during the term of this Agreement or are created by Provider pursuant to this Agreement. Provider acknowledges that the Confidential Information constitutes a valuable proprietary asset of UTVA, and that Provider shall not, as a result of any disclosure of Confidential Information by UTVA to Provider, obtain any right or license to any Confidential Information except as otherwise explicitly specifically provided for herein. Provider agrees that disclosure by UTVA of any Confidential Information is made in strictest confidence. Provider agrees that it will not at any time directly or indirectly disclose Confidential Information of UTVA to any person or entity outside of UTVA or make any use of such Confidential Information in any way, commercially or otherwise, other than as is reasonably required to provide the Therapy Services. Provider agrees not to allow any unauthorized person access to Confidential Information and to take all action reasonably necessary and satisfactory to protect such Confidential Information.

8. **Student Data.** Provider acknowledges that during the engagement it will have access to and become acquainted with personally identifiable information about students at the School. In conjunction with signing this Agreement, the Parties shall sign the Data Confidentiality Addendum attached hereto, which addendum addresses, among other things, requirements and restrictions related to Provider's collection, use, storage, and sharing of personally identifiable student data.

9. **Return of Records.** Upon expiration or termination of this Agreement, Provider shall deliver to UTVA all UTVA and School records, notes, and data that relate to the Therapy Services.

10. **Term and Termination.** This Agreement shall be for a term of one year beginning on the Effective Date. Either Party may terminate this Agreement at any time, with or without cause, effective upon notice to the other Party.

11. **Notices.** Notices shall be served by next-business day delivery by a reputable national carrier (which delivery shall be deemed to have been made on the date of delivery) or by certified mail with a return receipt requested (which delivery shall be deemed to have been made five days after mailing). Notices to UTVA shall be sent to UTVA at the address listed above. Notices served on the Provider shall be

sent to the Provider at the address listed above. Either Party may change its address for notice by providing notice to the other Party.

12. **Assignment.** UTVA shall have the full and unencumbered right to assign any and all rights acquired by it hereunder and to delegate any and all duties hereunder, to any affiliate, subsidiary or licensee of UTVA. Provider may not assign any of its rights or delegate any of its duties under this Agreement without the prior written permission of UTVA. Any assignment by Provider without such permission shall be void from its beginning.

13. **Waiver of Contractual Right.** The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

14. **Entire Agreement; Amendments; Survival.** This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof, and it may only be changed by a writing signed by authorized personnel of both Parties. Any prior or contemporaneous agreements, promises, negotiations, or representations are of no force or effect. It is specifically understood that paragraphs 3 through 8 of this Agreement survive the expiration or termination of this Agreement.

15. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable. If a court or arbitrator finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

16. **Dispute Resolution.** The Parties agree that except as set forth in this paragraph, they shall first attempt in good faith to settle any disputes arising out of or in connection with this Agreement, including without limitation the validity, interpretation, performance and breach hereof, first through a process of mediation under the supervision of a mutually agreed upon mediator. If mediation fails, any dispute arising out of or relating to this Agreement including the breach, termination, or validity hereof shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association with an arbitration panel consisting of a single arbitrator. The Parties agree that an arbitration award ("Underlying Award") may be appealed pursuant to the American Arbitration Association's Optional Appellate Arbitration Rules ("Appellate Rules"); that any Underlying Award shall, at a minimum, be a reasoned award, and that the Underlying Award shall not be considered final until after the time for filing a notice of appeal pursuant to the Appellate Rules has expired. Appeals shall be initiated within thirty (30) days of receipt of an Underlying Award, as defined by Rule A-3 of the Appellate Rules, by filing a Notice of Appeal with the American Arbitration Association. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitration panel or, if applicable, a decision rendered under the Appellate Rules, may be entered by any court having jurisdiction thereof. The parties agree to arbitration in Salt Lake County, Utah and that the laws of Utah, without regard to its choice of law rules, shall apply. Notwithstanding any of the forgoing, Provider acknowledges that in the event Provider breaches any material provision of this Agreement, UTVA's interests could be irreparably injured and UTVA shall be entitled to enforce this Agreement by an injunction or other equitable relief without the necessity of posting bond or security, in addition to its right to seek monetary damages or any other remedy

IN WITNESS WHEREOF, the Parties, through their authorized representatives, hereto have signed this Agreement as of the Effective Date.

UTVA

By:

Name and Title:

Meghan Merideth

Executive Director, UTV

Provider

By:

Name and Title:

Diane Peake

Owner

THERAPY SERVICES AGREEMENT

This Therapy Services Agreement ("Agreement") is made effective as of August 16th, 2023 ("Effective Date") between Utah Virtual Academy ("UTVA" or "School"), with its principal place of business at 4500 South 310 East Suite 620, Murray, Utah 84107, and

("Provider")	with its Principal Place of Business at
Comprehensive Psychological Services	1208 E 3300 S, Salt Lake City, UT 84108

Recitals

- A. UTVA wants Provider to provide therapy services to the School and Provider wants to provide such services to the School.

Service Name	Service Delivery Type	Direct: Service Rate	Direct: No-Show or Cancellation Rate	Indirect: IEP Meeting	Indirect: Other IEP No-Show	Evaluation	Evaluation No-Show or Cancellation
Full Individual Init-Evaluation	Face to Face	N/A	N/A	\$175.00 per hour	\$175.00 flat fee	\$175.00 per hour	\$180.00 flat fee
Full Individual Re-Evaluation	Face to Face	N/A	N/A	\$175.00 per hour	\$175.00 flat fee	\$175.00 per hour	\$180.00 flat fee
Mileage/Travel - \$175.00 per hour; time will be verified based on map submitted through RSM			Federal mileage rate – mileage will be verified based on map submitted through RSM, starting and end points must be provided, and rates will be paid for the most direct travel route. One-time travel fees (parking, toll, etc.) must be approved in writing by the school administration prior to travel occurring.				

- B. Provider and UTVA desire to enter into this Agreement in order to document the terms of their agreement.

Agreement

Now, therefore, in consideration of the foregoing and the mutual covenants and promises of the Parties as provided herein, the Parties hereby agree to the following:

- Engagement.** Subject to the terms and conditions of this Agreement, UTVA hereby engages Provider to perform the therapy services set forth herein, and the Provider hereby accepts such engagement.
- Provider's Services, Compensation, and Other Duties.** Provider agrees to:
 - Provider shall bill all services that are based on hourly rates in increments of 1 minute.
 - Provider shall invoice UTVA for Direct Therapy Services. For purposes of this Agreement, Direct Therapy Services are services that a therapist of the Provider provides while directly interacting with a student of the School
 - Provider shall invoice UTVA for Indirect Therapy Services related to Individualized Education Program ("IEP") Meeting Attendance. For purposes of this Agreement, Indirect Therapy Services are only IEP Meeting Attendance. IEP Meeting Attendance is the only Indirect Therapy Service that may be invoiced to the School. Proof of attendance for IEP meeting is required via signature on IEP documentation.

- b. Provider shall invoice UTVA for no-shows and cancellations subject to all requirements of this paragraph.
 - A “no-show” can be a therapy session or an IEP meeting or an evaluation that is missed by the student with no prior communication of cancellation to Provider by the student, family, K12, or UTVA. No-shows can only be invoiced if (a) the therapy session or IEP meeting or evaluation had been previously scheduled and (b) the Provider provides UTVA with enough documentation to verify that the family was notified of it at least 48 hours in advance of the scheduled time.
 - Cancellations can only be invoiced if a family cancels a scheduled therapy session or evaluation less than 24 hours before the scheduled session. If a family cancels a scheduled therapy session or Evaluation 24 hours or more in advance of the schedule session, the Provider shall not invoice UTVA.
 - c. Provider shall send monthly invoices with detailed records of services rendered through the online Related Service Manager system (RSM), www.relatedservice.com. All undisputed invoices are payable thirty (30) days after receipt by UTVA, provided, however, that UTVA has received a completed W-9 from the Provider. UTVA is not obligated to pay for services that are in invoices that UTVA receives more than six (6) months after the service date or more than two months after the end of UTVA’s fiscal year (which ends June 30), whichever is earlier.
 - d. Provider shall provide a copy of any records requested by UTVA or required by the State for the provision of the Therapy Services for students in the School including, but not limited to:
 - Background checks completed at Provider’s expense;
 - Proof of current applicable certification/licensure;
 - Proof of active professional and/or automobile liability insurance policies; and
 - Completed W-9 form.
 - e. Provider shall work closely with staff for the School and render Therapy Services in accordance with each student’s IEP or Section 504 or Service Plan.
 - f. Provider shall perform all services in compliance with applicable law and any standard, ruling, regulation, or law of any governmental or accrediting agency responsible for administering or regulating the Provider and/or its therapists (whether employed or contracted).
 - g. Provider shall use forms and/or systems made available by UTVA or its designee to submit progress notes, evaluations, updates to IEPs, and other requested information.
 - h. Provider shall not provide any additional services outside of this Agreement, including services for a fee, to any students of UTVA.
3. **Provider’s Representations and Warranties.** Provider represents and warrants that:
- a. Provider has the right and ability to enter into this Agreement and to furnish the Therapy Services and that such Therapy Services will be performed in a timely, professional, and workmanlike manner in accordance with reasonable industry standards.
 - b. Provider or, if applicable, its employed or contracted therapists, is duly licensed in Utah to practice and to provide the services specified in this Agreement. Provider shall immediately notify

UTVA if any applicable license is suspended or revoked or if any applicable licensee is placed on any probationary, provisional, or other limited or conditional status.

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4. **Indemnification.** Provider shall indemnify, defend, and hold harmless UTVA and its employees, officers, directors, agents, representatives, affiliates, subsidiaries, assignees and licensees, from and against any claims, actions, damages, losses, costs, expenses (including reasonable attorneys' fees), judgments, settlements, and damages arising out of or resulting from Provider's performance of services under or breach of this Agreement.

5. **Ownership of Materials and Non-Exclusive License.** Provider retains all rights to any materials created or distributed by Provider pursuant to this Agreement. Provider hereby grants to UTVA a non-exclusive license to use, reproduce, distribute or create derivative works from any materials created or distributed by Provider pursuant to this Agreement internally within UTVA and between it and its affiliates, customers, contractors and others to the extent otherwise permitted or required by law.

6. **Independent Contractor.** Provider understands and agrees that Provider is acting and performing as an independent contractor at all times. Provider is expected to use Provider's own equipment, supplies, and tools unless specifically stated otherwise. Provider understands and agrees that it is not an agent or employee of UTVA by virtue of this Agreement. Provider will perform the requested services under the general direction of UTVA, but will determine, in its reasonable discretion, the manner and means by which the services are accomplished. As an independent contractor, Provider has the responsibility to file all tax returns required by law and assumes sole liability for taxes due on income earned pursuant to this Agreement. Provider acknowledges it is not entitled to any rights or benefits (including vacation, 401(k) and insurance) to which UTVA employees may be entitled. Provider agrees to indemnify, defend, and hold UTVA harmless from any liabilities, claims or actions relating to employment taxes or benefits. Provider understands and acknowledges upon signing this Agreement that UTVA will not supply any workers' compensation benefit required by any jurisdictions to anyone with independent contractor status and UTVA accepts no liability for Provider's general health.

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mediation under the supervision of a mutually agreed upon mediator. If mediation fails, any dispute arising out of or relating to this Agreement including the breach, termination, or validity hereof shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association with an arbitration panel consisting of a single arbitrator. The Parties agree that an arbitration award ("Underlying Award") may be appealed pursuant to the American Arbitration Association's Optional Appellate Arbitration Rules ("Appellate Rules"); that any Underlying Award shall, at a minimum, be a reasoned award, and that the Underlying Award shall not be considered final until after the time for filing a notice of appeal pursuant to the Appellate Rules has expired. Appeals shall be initiated within thirty (30) days of receipt of an Underlying Award, as defined by Rule A-3 of the Appellate Rules, by filing a Notice of Appeal with the American Arbitration Association. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitration panel or, if applicable, a decision rendered under the Appellate Rules, may be entered by any court having jurisdiction thereof. The parties agree to arbitration in Salt Lake County, Utah and that the laws of Utah, without regard to its choice of law rules, shall apply. Notwithstanding any of the forgoing, Provider acknowledges that in the event Provider breaches any material provision of this Agreement, UTVA's interests could be irreparably injured and UTVA shall be entitled to enforce this Agreement by an injunction or other equitable relief without the necessity of posting bond or security, in addition to its right to seek monetary damages or any other remedy

IN WITNESS WHEREOF, the Parties, through their authorized representatives, hereto have signed this Agreement as of the Effective Date.

UTVA

By: _____
Name and Title: Meghan Merideth Executive Director, UTVA

Provider

By: _____
Name and Title: Steven Szykula owner/psychologist

THERAPY SERVICES AGREEMENT

This Therapy Services Agreement ("Agreement") is made effective as of August 16th, 2023 ("Effective Date") between Utah Virtual Academy ("UTVA" or "School"), with its principal place of business at 4500 South 310 East Suite 620, Murray, Utah 84107, and

("Provider")	with its Principal Place of Business at
DotCom Therapy	8700 Turnpike Dr, Ste 318 Westminster, CO 80031

- A. UTVA wants Provider to provide therapy services to the School and Provider wants to provide such services to the School.

Service Name	Service Delivery Type	Direct: Service Rate	Direct: No-Show or Cancellation Rate	Indirect: IEP Meeting	Indirect: Other IEP No-Show	Evaluation	Evaluation No-Show or Cancellation
Speech Therapy	Virtual	\$115.00 per hour	½ of scheduled session	\$115.00 flat fee	\$57.50 flat fee	\$230.00 flat fee	\$115.00 flat fee
Occupational Therapy	Virtual	\$115.00 per hour	½ of scheduled session	\$115.00 flat fee	\$57.50 flat fee	\$230.00 flat fee	\$115.00 flat fee
Service Name	Service Delivery Type	Direct: Service Rate	Direct: No-Show or Cancellation Rate				
Technical Cancellation	Virtual	\$40.00 per session	Provider shall invoice UTVA for sessions due to technical issues if more than 50% of the scheduled session is unable to be delivered due to student technical issues. No other billing for the same session should be submitted when a technical cancellation is billed.				
Student Intros	Virtual	\$38.34	up to 20 minutes can be billed for new student intros billable as indirect parent contact within the first week of school; 1/3 hourly rate				

- B. Provider and UTVA desire to enter into this Agreement in order to document the terms of their agreement.

Agreement

Now, therefore, in consideration of the foregoing and the mutual covenants and promises of the Parties as provided herein, the Parties hereby agree to the following:

- Engagement.** Subject to the terms and conditions of this Agreement, UTVA hereby engages

Provider to perform the therapy services set forth herein, and the Provider hereby accepts such engagement.

2. **Provider's Services, Compensation, and Other Duties.** Provider agrees to:

- a. Provider shall bill all services that are based on hourly rates in increments of 1 minute.
- b. Provider shall invoice UTVA for Direct Therapy Services. For purposes of this Agreement, Direct Therapy Services are services that a therapist of the Provider provides while directly interacting with a student of the School
- c. Provider shall invoice UTVA for Indirect Therapy Services related to Individualized Education Program ("IEP") Meeting Attendance. For purposes of this Agreement, Indirect Therapy Services are only IEP Meeting Attendance. IEP Meeting Attendance is the only Indirect Therapy Service that may be invoiced to the School. Proof of attendance for IEP meeting is required via signature on IEP documentation.
- d. Provider shall invoice UTVA for no-shows and cancellations subject to all requirements of this paragraph.
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- f. Provider shall provide a copy of any records requested by UTVA or required by the State for the provision of the Therapy Services for students in the School including, but not limited to:
 - Background checks completed at Provider's expense;
 - Proof of current applicable certification/licensure;
 - Proof of active professional and/or automobile liability insurance policies; and
 - Completed W-9 form.
- g. Provider shall work closely with staff for the School and render Therapy Services in accordance with each student's IEP or Section 504 or Service Plan.
- h. Provider shall perform all services in compliance with applicable law and any standard, ruling, regulation, or law of any governmental or accrediting agency responsible for administering or regulating the Provider and/or its therapists (whether employed or contracted).
- i. Provider shall use forms and/or systems made available by UTVA or its designee to

submit progress notes, evaluations, updates to IEPs, and other requested information.

j. Provider shall not provide any additional services outside of this Agreement, including services for a fee, to any students of UTVA.

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a. Provider has the right and ability to enter into this Agreement and to furnish the Therapy Services and that such Therapy Services will be performed in a timely, professional, and workmanlike manner in accordance with reasonable industry standards.

b. Provider or, if applicable, its employed or contracted therapists, is duly licensed in Utah to practice and to provide the services specified in this Agreement. Provider shall immediately notify UTVA if any applicable license is suspended or revoked or if any applicable licensee is placed on any probationary, provisional, or other limited or conditional status.

c. Provider operates as a business and regularly makes its services available to other clients or the general public and has the customary means and requisites of conducting business.

d. Provider has and shall maintain for itself and for its therapists, whether employed or contracted, professional liability insurance in a minimum amount of \$1 million per claim and \$3 million aggregate; commercial general liability insurance in a minimum amount of \$1 million per occurrence; and automobile insurance (without an exclusion for business pursuits) in at least the amounts required by statute with a company or companies rated at least A- by A.M. Best & Company. All insurance that is provided on a claims-made basis shall remain in force for no less than two years after the termination of this Agreement. Provider shall provide UTVA with a certificate of insurance evidencing all such coverage no later than the date on which this Agreement becomes effective and no less frequently than annually thereafter.

4. **Indemnification.** Provider shall indemnify, defend, and hold harmless UTVA and its employees, officers, directors, agents, representatives, affiliates, subsidiaries, assignees and licensees, from and against any claims, actions, damages, losses, costs, expenses (including reasonable attorneys' fees), judgments, settlements, and damages arising out of or resulting from Provider's performance of services under or breach of this Agreement.

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8. **Student Data.** Provider acknowledges that during the engagement it will have access to and become acquainted with personally identifiable information about students at the School. In conjunction with signing this Agreement, the Parties shall sign the Data Confidentiality Addendum attached hereto, which addendum addresses, among other things, requirements and restrictions related to Provider's collection, use, storage, and sharing of personally identifiable student data.

9. **Return of Records.** Upon expiration or termination of this Agreement, Provider shall deliver to UTVA all UTVA and School records, notes, and data that relate to the Therapy Services.

10. **Term and Termination.** This Agreement shall be for a term of one year beginning on the Effective Date. Either Party may terminate this Agreement at any time, with or without cause, effective upon notice to the other Party.

11. **Notices.** Notices shall be served by next-business day delivery by a reputable national carrier (which delivery shall be deemed to have been made on the date of delivery) or by certified mail with a return receipt requested (which delivery shall be deemed to have been made five days after mailing). Notices to UTVA shall be sent to UTVA at the address listed above. Notices served on the Provider shall be sent to the Provider at the address listed above. Either Party may change its address for notice by providing notice to the other Party.

12. **Assignment.** UTVA shall have the full and unencumbered right to assign any and all rights acquired by it hereunder and to delegate any and all duties hereunder, to any affiliate, subsidiary or licensee of UTVA. Provider may not assign any of its rights or delegate any of its duties under this Agreement without the prior written permission of UTVA. Any assignment by Provider without such permission shall be void from its beginning.

13. **Waiver of Contractual Right.** The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

14. **Entire Agreement; Amendments; Survival.** This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof, and it may only be changed by a writing signed by authorized personnel of both Parties. Any prior or contemporaneous agreements, promises,

negotiations, or representations are of no force or effect. It is specifically understood that paragraphs 3 through 8 of this Agreement survive the expiration or termination of this Agreement.

15. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable. If a court or arbitrator finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

16. **Dispute Resolution.** The Parties agree that except as set forth in this paragraph, they shall first attempt in good faith to settle any disputes arising out of or in connection with this Agreement, including without limitation the validity, interpretation, performance and breach hereof, first through a process of mediation under the supervision of a mutually agreed upon mediator. If mediation fails, any dispute arising out of or relating to this Agreement including the breach, termination, or validity hereof shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association with an arbitration panel consisting of a single arbitrator. The Parties agree that an arbitration award ("Underlying Award") may be appealed pursuant to the American Arbitration Association's Optional Appellate Arbitration Rules ("Appellate Rules"); that any Underlying Award shall, at a minimum, be a reasoned award, and that the Underlying Award shall not be considered final until after the time for filing a notice of appeal pursuant to the Appellate Rules has expired. Appeals shall be initiated within thirty (30) days of receipt of an Underlying Award, as defined by Rule A-3 of the Appellate Rules, by filing a Notice of Appeal with the American Arbitration Association. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitration panel or, if applicable, a decision rendered under the Appellate Rules, may be entered by any court having jurisdiction thereof. The parties agree to arbitration in Salt Lake County, Utah and that the laws of Utah, without regard to its choice of law rules, shall apply. Notwithstanding any of the forgoing, Provider acknowledges that in the event Provider breaches any material provision of this Agreement, UTVA's interests could be irreparably injured and UTVA shall be entitled to enforce this Agreement by an injunction or other equitable relief without the necessity of posting bond or security, in addition to its right to seek monetary damages or any other remedy

IN WITNESS WHEREOF, the Parties, through their authorized representatives, hereto have signed this Agreement as of the Effective Date.

UTVA

By: _____
Name and Title: Meghan Merideth Executive Director, UTVA

Provider

By: _____
Emily Olsen Chief Experience Officer

THERAPY SERVICES AGREEMENT

This Therapy Services Agreement ("Agreement") is made effective as of August 16th, 2023 ("Effective Date") between Utah Virtual Academy ("UTVA" or "School"), with its principal place of business at 4500South 310 East Suite 620, Murray, Utah 84107, and

("Provider")	with its Principal Place of Business at
eLuma	2801 N. Thanksgiving Way Ste. 170 Lehi, UT 84047

Recitals

- A. UTVA wants Provider to provide therapy services to the School and Provider wants to provide such services to the School.

Service Name	Service Delivery Type	Direct: Service Rate	Direct: No-Show or Cancellation Rate	Indirect: IEP Meeting	Indirect: Other IEP No-Show	Evaluation	Evaluation No-Show or Cancellation
Speech Therapy	Virtual	\$103 per hour	½ of scheduled session	\$103 flat rate	\$51.50 flat rate	\$420.00 flat rate	\$150.00 flat rate
Counseling	Virtual	\$103 per hour	½ of scheduled session	\$103 flat rate	\$51.50 flat rate	N/A	N/A
Physical Therapy	Virtual	\$103 per hour	½ of scheduled session	\$103 flat rate	\$51.50 flat rate	N/A	N/A
Occupational Therapy	Virtual	\$103 per hour	½ of scheduled session	\$103 flat rate	\$51.50 flat rate	\$420.00 flat rate	\$150.00 flat rate
Technical Cancellation	Virtual	\$51.50 per session	Provider shall invoice UTVA for sessions due to technical issues if more than 50% of the scheduled session is unable to be delivered due to student technical issues. No other billing for the same session should be submitted when a technical cancellation is billed.				
Student Intros	Virtual	\$34.34	up to 20 minutes can be billed for new student intros billable as indirect parent contact within the first week of school; 1/3 hourly rate				

Federal mileage rate – mileage will be verified based on map submitted through RSM, starting and end points must be provided, and rates will be paid for the most direct travel route. One-time travel fees (parking, toll, etc.) must be approved in writing by the school administration prior to travel occurring.

- B. Provider and UTVA desire to enter into this Agreement in order to document the terms of their agreement.

Agreement

Now, therefore, in consideration of the foregoing and the mutual covenants and promises of the Parties as provided herein, the Parties hereby agree to the following:

1. **Engagement.** Subject to the terms and conditions of this Agreement, UTVA hereby engages Provider to perform the therapy services set forth herein, and the Provider hereby accepts such engagement.
2. **Provider's Services, Compensation, and Other Duties.** Provider agrees to:
 - a. Provider shall bill all services that are based on hourly rates in increments of 1 minute.
 - b. Provider shall invoice UTVA for Direct Therapy Services. For purposes of this Agreement, Direct Therapy Services are services that a therapist of the Provider provides while directly interacting with a student of the School
 - c. Provider shall invoice UTVA for Indirect Therapy Services related to Individualized Education Program ("IEP") Meeting Attendance. For purposes of this Agreement, Indirect Therapy Services are only IEP Meeting Attendance. IEP Meeting Attendance is the only Indirect Therapy Service that may be invoiced to the School. Proof of attendance for IEP meeting is required via signature on IEP documentation.
 - d. Provider shall invoice UTVA for no-shows and cancellations subject to all requirements of this paragraph.
 - A "no-show" can be a therapy session or an IEP meeting or an evaluation that is missed by the student with no prior communication of cancellation to Provider by the student, family, K12, or UTVA. No-shows can only be invoiced if (a) the therapy session or IEP meeting or evaluation had been previously scheduled and (b) the Provider provides UTVA with enough documentation to verify that the family was notified of it at least 48 hours in advance of the scheduled time.
 - Cancellations can only be invoiced if a family cancels a scheduled therapy session or evaluation less than 24 hours before the scheduled session. If a family cancels a scheduled therapy session or Evaluation 24 hours or more in advance of the scheduled session, the Provider shall not invoice UTVA.
 - e. Provider shall send monthly invoices with detailed records of services rendered through the online Related Service Manager system (RSM), www.relatedservice.com. All undisputed invoices are payable thirty (30) days after receipt by UTVA, provided, however, that UTVA has received a completed W-9 from the Provider. UTVA is not obligated to pay for services that are in invoices that UTVA receives more than six (6) months after the service date or more than two months

after the end of UTVA's fiscal year (which ends June 30), whichever is earlier.

f. Provider shall provide a copy of any records requested by UTVA or required by the State for the provision of the Therapy Services for students in the School including, but not limited to:

- Background checks completed at Provider's expense;
- Proof of current applicable certification/licensure;
- Proof of active professional and/or automobile liability insurance policies; and
- Completed W-9 form.

g. Provider shall work closely with staff for the School and render Therapy Services in accordance with each student's IEP or Section 504 or Service Plan.

h. Provider shall perform all services in compliance with applicable law and any standard, ruling, regulation, or law of any governmental or accrediting agency responsible for administering or regulating the Provider and/or its therapists (whether employed or contracted).

i. Provider shall use forms and/or systems made available by UTVA or its designee to submit progress notes, evaluations, updates to IEPs, and other requested information.

j. Provider shall not provide any additional services outside of this Agreement, including services for a fee, to any students of UTVA.

3. **Provider's Representations and Warranties.** Provider represents and warrants that:

a. Provider has the right and ability to enter into this Agreement and to furnish the Therapy Services and that such Therapy Services will be performed in a timely, professional, and workmanlike manner in accordance with reasonable industry standards.

b. Provider or, if applicable, its employed or contracted therapists, is duly licensed in Utah to practice and to provide the services specified in this Agreement. Provider shall immediately notify UTVA if any applicable license is suspended or revoked or if any applicable licensee is placed on any probationary, provisional, or other limited or conditional status.

c. Provider operates as a business and regularly makes its services available to other clients or the general public and has the customary means and requisites of conducting business.

d. Provider has and shall maintain for itself and for its therapists, whether employed or contracted, professional liability insurance in a minimum amount of \$1 million per claim and \$3 million aggregate; commercial general liability insurance in a minimum amount of \$1 million per occurrence; and automobile insurance (without an exclusion for business pursuits) in at least the amounts required by statute with a company or companies rated at least A- by A.M. Best & Company. All insurance that is provided on a claims-made basis shall remain in force for no less than two years after the termination of this Agreement. Provider shall provide UTVA with a certificate of insurance evidencing all such coverage no later than the date on which this Agreement becomes effective and no less frequently than annually thereafter.

4. **Indemnification.** Provider shall indemnify, defend, and hold harmless UTVA and its employees, officers, directors, agents, representatives, affiliates, subsidiaries, assignees and licensees, from and

against any claims, actions, damages, losses, costs, expenses (including reasonable attorneys' fees), judgments, settlements, and damages arising out of or resulting from Provider's performance of services under or breach of this Agreement.

5. **Ownership of Materials and Non-Exclusive License.** Provider retains all rights to any materials created or distributed by Provider pursuant to this Agreement. Provider hereby grants to UTVA a non-exclusive license to use, reproduce, distribute or create derivative works from any materials created or distributed by Provider pursuant to this Agreement internally within UTVA and between it and its affiliates, customers, contractors and others to the extent otherwise permitted or required by law.

6. **Independent Contractor.** Provider understands and agrees that Provider is acting and performing as an independent contractor at all times. Provider is expected to use Provider's own equipment, supplies, and tools unless specifically stated otherwise. Provider understands and agrees that it is not an agent or employee of UTVA by virtue of this Agreement. Provider will perform the requested services under the general direction of UTVA, but will determine, in its reasonable discretion, the manner and means by which the services are accomplished. As an independent contractor, Provider has the responsibility to file all tax returns required by law and assumes sole liability for taxes due on income earned pursuant to this Agreement. Provider acknowledges it is not entitled to any rights or benefits (including vacation, 401(k) and insurance) to which UTVA employees may be entitled. Provider agrees to indemnify, defend, and hold UTVA harmless from any liabilities, claims or actions relating to employment taxes or benefits. Provider understands and acknowledges upon signing this Agreement that UTVA will not supply any workers' compensation benefit required by any jurisdictions to anyone with independent contractor status and UTVA accepts no liability for Provider's general health.

7. **Confidential Information.** As used herein, the term "Confidential Information" means all information, in whatever form or medium, and whether or not designated or marked "CONFIDENTIAL," or the like, which (a) relate to the students of the School, or the products, services or business of UTVA and (i) which have not been disclosed by UTVA to the general public or (ii) which Provider knows or has good reason to know are not generally known to the general public; (b) are received by UTVA from a third party under an obligation of confidentiality to the third party; (c) are derived from the use or application of either of the foregoing; or (d) are created by UTVA during the term of this Agreement or are created by Provider pursuant to this Agreement. Provider acknowledges that the Confidential Information constitutes a valuable proprietary asset of UTVA, and that Provider shall not, as a result of any disclosure of Confidential Information by UTVA to Provider, obtain any right or license to any Confidential Information except as otherwise explicitly specifically provided for herein. Provider agrees that disclosure by UTVA of any Confidential Information is made in strictest confidence. Provider agrees that it will not at any time directly or indirectly disclose Confidential Information of UTVA to any person or entity outside of UTVA or make any use of such Confidential Information in any way, commercially or otherwise, other than as is reasonably required to provide the Therapy Services. Provider agrees not to allow any unauthorized person access to Confidential Information and to take all action reasonably necessary and satisfactory to protect such Confidential Information.

8. **Student Data.** Provider acknowledges that during the engagement it will have access to and become acquainted with personally identifiable information about students at the School. In conjunction with signing this Agreement, the Parties shall sign the Data Confidentiality Addendum attached hereto, which addendum addresses, among other things, requirements and restrictions

related to Provider's collection, use, storage, and sharing of personally identifiable student data.

9. **Return of Records.** Upon expiration or termination of this Agreement, Provider shall deliver to UTVA all UTVA and School records, notes, and data that relate to the Therapy Services.

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12. **Assignment.** UTVA shall have the full and unencumbered right to assign any and all rights acquired by it hereunder and to delegate any and all duties hereunder, to any affiliate, subsidiary or licensee of UTVA. Provider may not assign any of its rights or delegate any of its duties under this Agreement without the prior written permission of UTVA. Any assignment by Provider without such permission shall be void from its beginning.

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16. **Dispute Resolution.** The Parties agree that except as set forth in this paragraph, they shall first attempt in good faith to settle any disputes arising out of or in connection with this Agreement, including without limitation the validity, interpretation, performance and breach hereof, first through a process of mediation under the supervision of a mutually agreed upon mediator. If mediation fails, any dispute arising out of or relating to this Agreement including the breach, termination, or validity hereof shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association with an arbitration panel consisting of a single arbitrator. The Parties agree that an arbitration award ("Underlying Award") may be appealed pursuant to the American Arbitration Association's Optional Appellate Arbitration Rules ("Appellate Rules"); that any Underlying Award shall, at a minimum, be a reasoned award, and that the Underlying Award shall not be considered final until after the time for filing a notice of appeal pursuant to the Appellate Rules has expired. Appeals

shall be initiated within thirty (30) days of receipt of an Underlying Award, as defined by Rule A-3 of the Appellate Rules, by filing a Notice of Appeal with the American Arbitration Association. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitration panel or, if applicable, a decision rendered under the Appellate Rules, may be entered by any court having jurisdiction thereof. The parties agree to arbitration in Salt Lake County, Utah and that the laws of Utah, without regard to its choice of law rules, shall apply. Notwithstanding any of the foregoing, Provider acknowledges that in the event Provider breaches any material provision of this Agreement, UTVA's interests could be irreparably injured and UTVA shall be entitled to enforce this Agreement by an injunction or other equitable relief without the necessity of posting bond or security, in addition to its right to seek monetary damages or any other remedy

IN WITNESS WHEREOF, the Parties, through their authorized representatives, hereto have signed this Agreement as of the Effective Date.

UTVA

By: _____

Name and Title: Meghan Merideth Executive Director, UTVA

Provider

By: _____

Name and Title: John Higbee Director of School Partnerships

THERAPY SERVICES AGREEMENT

This Therapy Services Agreement ("Agreement") is made effective as of August 16th, 2023 ("Effective Date") between Utah Virtual Academy ("UTVA" or "School"), with its principal place of business at 4500South 310 East Suite 620, Murray, Utah 84107, and

("Provider")	with its Principal Place of Business at
E-Therapy	P.O. Box 93, Harrison, NY, 10528

Recitals

- A. UTVA wants Provider to provide therapy services to the School and Provider wants to provide such services to the School.

Service Name	Service Delivery Type	Direct: Service Rate	Direct: No-Show or Cancellation Rate	Indirect: IEP Meeting	Indirect: Other IEP No-Show	Evaluation	Evaluation No-Show or Cancellation
Speech Therapy	virtual	\$111.00 per hour	½ of scheduled session	\$111.00 flat fee	\$55.50 flat fee	\$250.00 flat fee	\$125.00 flat fee
Occupational Therapy	virtual	\$111.00 per hour	½ of scheduled session	\$111.00 flat fee	\$55.50 flat fee	\$250.00 flat fee	\$125.00 flat fee
Physical Therapy	virtual	\$111.00 per hour	½ of scheduled session	\$111.00 flat fee	\$55.50 flat fee	\$250.00 flat fee	\$125.00 flat fee
Counseling	virtual	\$111.00 per hour	½ of scheduled session	\$111.00 flat fee	\$55.50 flat fee	\$250.00 flat fee	\$125.00 flat fee
Technical Cancellation	Virtual	\$44.40 per session	Provider shall invoice UTVA for sessions due to technical issues if more than 50% of the scheduled session is unable to be delivered due to student technical issues. No other billing for the same session should be submitted when a technical cancellation is billed.				
Student Intros	Virtual	1/3 hourly rate - \$36.67	up to 20 minutes can be billed for new student intros billable as indirect parent contact within the first week of school				

- B. Provider and UTVA desire to enter into this Agreement in order to document the terms of their agreement.

Agreement

Now, therefore, in consideration of the foregoing and the mutual covenants and promises of the Parties as provided herein, the Parties hereby agree to the following:

1. **Engagement.** Subject to the terms and conditions of this Agreement, UTVA hereby engages Provider to perform the therapy services set forth herein, and the Provider hereby accepts such engagement.
2. **Provider's Services, Compensation, and Other Duties.** Provider agrees to:
 - a. Provider shall bill all services that are based on hourly rates in increments of 1 minute.
 - b. Provider shall invoice UTVA for Direct Therapy Services. For purposes of this Agreement, Direct Therapy Services are services that a therapist of the Provider provides while directly interacting with a student of the School
 - c. Provider shall invoice UTVA for Indirect Therapy Services related to Individualized Education Program ("IEP") Meeting Attendance. For purposes of this Agreement, Indirect Therapy Services are only IEP Meeting Attendance. IEP Meeting Attendance is the only Indirect Therapy Service that may be invoiced to the School. Proof of attendance for IEP meeting is required via signature on IEP documentation.
 - d. Provider shall invoice UTVA for no-shows and cancellations subject to all requirements of this paragraph.
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 - f. Provider shall provide a copy of any records requested by UTVA or required by the State for the provision of the Therapy Services for students in the School including, but not limited to:
 - Background checks completed at Provider's expense;
 - Proof of current applicable certification/licensure;

- Proof of active professional and/or automobile liability insurance policies; and
- Completed W-9 form.

g. Provider shall work closely with staff for the School and render Therapy Services in accordance with each student's IEP or Section 504 or Service Plan.

h. Provider shall perform all services in compliance with applicable law and any standard, ruling, regulation, or law of any governmental or accrediting agency responsible for administering or regulating the Provider and/or its therapists (whether employed or contracted).

i. Provider shall use forms and/or systems made available by UTVA or its designee to submit progress notes, evaluations, updates to IEPs, and other requested information.

j. Provider shall not provide any additional services outside of this Agreement, including services for a fee, to any students of UTVA.

3. Provider's Representations and Warranties. Provider represents and warrants that:

a. Provider has the right and ability to enter into this Agreement and to furnish the Therapy Services and that such Therapy Services will be performed in a timely, professional, and workmanlike manner in accordance with reasonable industry standards.

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c. Provider operates as a business and regularly makes its services available to other clients or the general public and has the customary means and requisites of conducting business.

d. Provider has and shall maintain for itself and for its therapists, whether employed or contracted, professional liability insurance in a minimum amount of \$1 million per claim and \$3 million aggregate; commercial general liability insurance in a minimum amount of \$1 million per occurrence; and automobile insurance (without an exclusion for business pursuits) in at least the amounts required by statute with a company or companies rated at least A- by A.M. Best & Company. All insurance that is provided on a claims-made basis shall remain in force for no less than two years after the termination of this Agreement. Provider shall provide UTVA with a certificate of insurance evidencing all such coverage no later than the date on which this Agreement becomes effective and no less frequently than annually thereafter.

4. Indemnification. Provider shall indemnify, defend, and hold harmless UTVA and its employees, officers, directors, agents, representatives, affiliates, subsidiaries, assignees and licensees, from and against any claims, actions, damages, losses, costs, expenses (including reasonable attorneys' fees), judgments, settlements, and damages arising out of or resulting from Provider's performance of services under or breach of this Agreement.

5. Ownership of Materials and Non-Exclusive License. Provider retains all rights to any materials created or distributed by Provider pursuant to this Agreement. Provider hereby grants to UTVA a non-exclusive license to use, reproduce, distribute or create derivative works from any materials created or

distributed by Provider pursuant to this Agreement internally within UTVA and between it and its affiliates, customers, contractors and others to the extent otherwise permitted or required by law.

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all tax returns required by law and assumes sole liability for taxes due on income earned pursuant to this Agreement. Provider acknowledges it is not entitled to any rights or benefits (including vacation, 401(k) and insurance) to which UTVA employees may be entitled. Provider agrees to indemnify, defend, and hold UTVA harmless from any liabilities, claims or actions relating to employment taxes or benefits. Provider understands and acknowledges upon signing this Agreement that UTVA will not supply any workers' compensation benefit required by any jurisdictions to anyone with independent contractor status and UTVA accepts no liability for Provider's general health.

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the arbitration panel or, if applicable, a decision rendered under the Appellate Rules, may be entered by any court having jurisdiction thereof. The parties agree to arbitration in Salt Lake County, Utah and that the laws of Utah, without regard to its choice of law rules, shall apply. Notwithstanding any of the forgoing, Provider acknowledges that in the event Provider breaches any material provision of this Agreement, UTVA's interests could be irreparably injured and UTVA shall be entitled to enforce this Agreement by an injunction or other equitable relief without the necessity of posting bond or security, in addition to its right to seek monetary damages or any other remedy

IN WITNESS WHEREOF, the Parties, through their authorized representatives, hereto have signed this Agreement as of the Effective Date.

UTVA

By: _____

Name and Title: Meghan Merideth Executive Director, UTVA

Provider

By: _____

Name and Title: Derek Vogel CEO

THERAPY SERVICES AGREEMENT

This Therapy Services Agreement ("Agreement") is made effective as of August 16th, 2023 ("Effective Date") between Utah Virtual Academy ("UTVA" or "School"), with its principal place of business at 4500 South 310 East Suite 620, Murray, Utah 84107, and

("Provider")	with its Principal Place of Business at
Bilingual Psychological Services, LLC	4568 Highland Dr, Suite 200, Salt Lake City, UT 84117

Recitals

- A. UTVA wants Provider to provide therapy services to the School and Provider wants to provide such services to the School.

Service Name	Service Delivery Type	Direct: Service Rate	Direct: No-Show or Cancellation Rate	Indirect: IEP Meeting	Indirect: Other IEP No-Show	Evaluation	Evaluation No-Show or Cancellation
Full Individual Init-Evaluation	Face to Face	N/A	N/A	\$185.00 per hour	\$185.00 flat fee	\$185.00 per hour	\$185.00 flat fee
Full Individual Re-Evaluation	Face to Face	N/A	N/A	\$185.00 per hour	\$185.00 flat fee	\$185.00 per hour	\$185.00 flat fee
Mileage/Travel - \$185.00 per hour; time will be verified based on map submitted through RSM				Federal mileage rate – mileage will be verified based on map submitted through RSM, starting and end points must be provided, and rates will be paid for the most direct travel route. One-time travel fees (parking, toll, etc.) must be approved in writing by the school administration prior to travel occurring.			

- B. Provider and UTVA desire to enter into this Agreement in order to document the terms of their agreement.

Agreement

Now, therefore, in consideration of the foregoing and the mutual covenants and promises of the Parties as provided herein, the Parties hereby agree to the following:

1. **Engagement.** Subject to the terms and conditions of this Agreement, UTVA hereby engages Provider to perform the therapy services set forth herein, and the Provider hereby accepts such engagement.
2. **Provider's Services, Compensation, and Other Duties.** Provider agrees to:
 - a. Provider shall bill all services that are based on hourly rates in increments of 1 minute.
 - b. Provider shall invoice UTVA for Direct Therapy Services. For purposes of this Agreement, Direct Therapy Services are services that a therapist of the Provider provides while directly interacting with a student of the School
 - a. Provider shall invoice UTVA for Indirect Therapy Services related to Individualized Education Program ("IEP") Meeting Attendance. For purposes of this Agreement, Indirect Therapy Services are only IEP Meeting Attendance. IEP Meeting Attendance is the only Indirect Therapy Service that may be invoiced to the School. Proof of attendance for IEP meeting is required via signature on IEP documentation.

- b. Provider shall invoice UTVA for no-shows and cancellations subject to all requirements of this paragraph.
 - A “no-show” can be a therapy session or an IEP meeting or an evaluation that is missed by the student with no prior communication of cancellation to Provider by the student, family, K12, or UTVA. No-shows can only be invoiced if (a) the therapy session or IEP meeting or evaluation had been previously scheduled and (b) the Provider provides UTVA with enough documentation to verify that the family was notified of it at least 48 hours in advance of the scheduled time.
 - Cancellations can only be invoiced if a family cancels a scheduled therapy session or evaluation less than 24 hours before the scheduled session. If a family cancels a scheduled therapy session or Evaluation 24 hours or more in advance of the schedule session, the Provider shall not invoice UTVA.
 - c. Provider shall send monthly invoices with detailed records of services rendered through the online Related Service Manager system (RSM), www.relatedservice.com. All undisputed invoices are payable thirty (30) days after receipt by UTVA, provided, however, that UTVA has received a completed W-9 from the Provider. UTVA is not obligated to pay for services that are in invoices that UTVA receives more than six (6) months after the service date or more than two months after the end of UTVA’s fiscal year (which ends June 30), whichever is earlier.
 - d. Provider shall provide a copy of any records requested by UTVA or required by the State for the provision of the Therapy Services for students in the School including, but not limited to:
 - Background checks completed at Provider’s expense;
 - Proof of current applicable certification/licensure;
 - Proof of active professional and/or automobile liability insurance policies; and
 - Completed W-9 form.
 - e. Provider shall work closely with staff for the School and render Therapy Services in accordance with each student’s IEP or Section 504 or Service Plan.
 - f. Provider shall perform all services in compliance with applicable law and any standard, ruling, regulation, or law of any governmental or accrediting agency responsible for administering or regulating the Provider and/or its therapists (whether employed or contracted).
 - g. Provider shall use forms and/or systems made available by UTVA or its designee to submit progress notes, evaluations, updates to IEPs, and other requested information.
 - h. Provider shall not provide any additional services outside of this Agreement, including services for a fee, to any students of UTVA.
3. **Provider’s Representations and Warranties.** Provider represents and warrants that:
- a. Provider has the right and ability to enter into this Agreement and to furnish the Therapy Services and that such Therapy Services will be performed in a timely, professional, and workmanlike manner in accordance with reasonable industry standards.
 - b. Provider or, if applicable, its employed or contracted therapists, is duly licensed in Utah to practice and to provide the services specified in this Agreement. Provider shall immediately notify

UTVA if any applicable license is suspended or revoked or if any applicable licensee is placed on any probationary, provisional, or other limited or conditional status.

c. Provider operates as a business and regularly makes its services available to other clients or the general public and has the customary means and requisites of conducting business.

d. Provider has and shall maintain for itself and for its therapists, whether employed or contracted, professional liability insurance in a minimum amount of \$1 million per claim and \$3 million aggregate; commercial general liability insurance in a minimum amount of \$1 million per occurrence; and automobile insurance (without an exclusion for business pursuits) in at least the amounts required by statute with a company or companies rated at least A- by A.M. Best & Company. All insurance that is provided on a claims-made basis shall remain in force for no less than two years after the termination of this Agreement. Provider shall provide UTVA with a certificate of insurance evidencing all such coverage no later than the date on which this Agreement becomes effective and no less frequently than annually thereafter.

4. **Indemnification.** Provider shall indemnify, defend, and hold harmless UTVA and its employees, officers, directors, agents, representatives, affiliates, subsidiaries, assignees and licensees, from and against any claims, actions, damages, losses, costs, expenses (including reasonable attorneys' fees), judgments, settlements, and damages arising out of or resulting from Provider's performance of services under or breach of this Agreement.

5. **Ownership of Materials and Non-Exclusive License.** Provider retains all rights to any materials created or distributed by Provider pursuant to this Agreement. Provider hereby grants to UTVA a non-exclusive license to use, reproduce, distribute or create derivative works from any materials created or distributed by Provider pursuant to this Agreement internally within UTVA and between it and its affiliates, customers, contractors and others to the extent otherwise permitted or required by law.

6. **Independent Contractor.** Provider understands and agrees that Provider is acting and performing as an independent contractor at all times. Provider is expected to use Provider's own equipment, supplies, and tools unless specifically stated otherwise. Provider understands and agrees that it is not an agent or employee of UTVA by virtue of this Agreement. Provider will perform the requested services under the general direction of UTVA, but will determine, in its reasonable discretion, the manner and means by which the services are accomplished. As an independent contractor, Provider has the responsibility to file all tax returns required by law and assumes sole liability for taxes due on income earned pursuant to this Agreement. Provider acknowledges it is not entitled to any rights or benefits (including vacation, 401(k) and insurance) to which UTVA employees may be entitled. Provider agrees to indemnify, defend, and hold UTVA harmless from any liabilities, claims or actions relating to employment taxes or benefits. Provider understands and acknowledges upon signing this Agreement that UTVA will not supply any workers' compensation benefit required by any jurisdictions to anyone with independent contractor status and UTVA accepts no liability for Provider's general health.

7. **Confidential Information.** As used herein, the term "Confidential Information" means all information, in whatever form or medium, and whether or not designated or marked "CONFIDENTIAL," or the like, which (a) relate to the students of the School, or the products, services or business of UTVA and (i) which have not been disclosed by UTVA to the general public or (ii) which Provider knows or has good reason to know are not generally known to the general public; (b) are received by UTVA from a third party under an obligation of confidentiality to the third party; (c) are derived from the use or application of either of the foregoing; or (d) are created by UTVA during the term of this Agreement or are created by Provider pursuant to this Agreement. Provider acknowledges that the Confidential Information constitutes a valuable proprietary asset of UTVA, and that Provider shall not, as a result of any disclosure of Confidential Information by UTVA to Provider, obtain any right or license to any

Confidential Information except as otherwise explicitly specifically provided for herein. Provider agrees that disclosure by UTVA of any Confidential Information is made in strictest confidence. Provider agrees that it will not at any time directly or indirectly disclose Confidential Information of UTVA to any person or entity outside of UTVA or make any use of such Confidential Information in any way, commercially or otherwise, other than as is reasonably required to provide the Therapy Services. Provider agrees not to allow any unauthorized person access to Confidential Information and to take all action reasonably necessary and satisfactory to protect such Confidential Information.

8. **Student Data.** Provider acknowledges that during the engagement it will have access to and become acquainted with personally identifiable information about students at the School. In conjunction with signing this Agreement, the Parties shall sign the Data Confidentiality Addendum attached hereto, which addendum addresses, among other things, requirements and restrictions related to Provider's collection, use, storage, and sharing of personally identifiable student data.

9. **Return of Records.** Upon expiration or termination of this Agreement, Provider shall deliver to UTVA all UTVA and School records, notes, and data that relate to the Therapy Services.

10. **Term and Termination.** This Agreement shall be for a term of one year beginning on the Effective Date. Either Party may terminate this Agreement at any time, with or without cause, effective upon notice to the other Party.

11. **Notices.** Notices shall be served by next-business day delivery by a reputable national carrier (which delivery shall be deemed to have been made on the date of delivery) or by certified mail with a return receipt requested (which delivery shall be deemed to have been made five days after mailing). Notices to UTVA shall be sent to UTVA at the address listed above. Notices served on the Provider shall be sent to the Provider at the address listed above. Either Party may change its address for notice by providing notice to the other Party.

12. **Assignment.** UTVA shall have the full and unencumbered right to assign any and all rights acquired by it hereunder and to delegate any and all duties hereunder, to any affiliate, subsidiary or licensee of UTVA. Provider may not assign any of its rights or delegate any of its duties under this Agreement without the prior written permission of UTVA. Any assignment by Provider without such permission shall be void from its beginning.

13. **Waiver of Contractual Right.** The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

14. **Entire Agreement; Amendments; Survival.** This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof, and it may only be changed by a writing signed by authorized personnel of both Parties. Any prior or contemporaneous agreements, promises, negotiations, or representations are of no force or effect. It is specifically understood that paragraphs 3 through 8 of this Agreement survive the expiration or termination of this Agreement.

15. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable. If a court or arbitrator finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

16. **Dispute Resolution.** The Parties agree that except as set forth in this paragraph, they shall first attempt in good faith to settle any disputes arising out of or in connection with this Agreement, including without limitation the validity, interpretation, performance and breach hereof, first through a process of

mediation under the supervision of a mutually agreed upon mediator. If mediation fails, any dispute arising out of or relating to this Agreement including the breach, termination, or validity hereof shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association with an arbitration panel consisting of a single arbitrator. The Parties agree that an arbitration award ("Underlying Award") may be appealed pursuant to the American Arbitration Association's Optional Appellate Arbitration Rules ("Appellate Rules"); that any Underlying Award shall, at a minimum, be a reasoned award, and that the Underlying Award shall not be considered final until after the time for filing a notice of appeal pursuant to the Appellate Rules has expired. Appeals shall be initiated within thirty (30) days of receipt of an Underlying Award, as defined by Rule A-3 of the Appellate Rules, by filing a Notice of Appeal with the American Arbitration Association. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitration panel or, if applicable, a decision rendered under the Appellate Rules, may be entered by any court having jurisdiction thereof. The parties agree to arbitration in Salt Lake County, Utah and that the laws of Utah, without regard to its choice of law rules, shall apply. Notwithstanding any of the forgoing, Provider acknowledges that in the event Provider breaches any material provision of this Agreement, UTVA's interests could be irreparably injured and UTVA shall be entitled to enforce this Agreement by an injunction or other equitable relief without the necessity of posting bond or security, in addition to its right to seek monetary damages or any other remedy

IN WITNESS WHEREOF, the Parties, through their authorized representatives, hereto have signed this Agreement as of the Effective Date.

UTVA

By: _____
Name and Title: Meghan Merideth Executive Director, UTVA

Provider

By: _____
Name and Title: Alicia Hoerner Ph.D

THERAPY SERVICES AGREEMENT

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("Provider")	with its Principal Place of Business at
Solas Psychological	3383 Monroe Blvd Ogden, UT 84403

Recitals

- A. UTVA wants Provider to provide therapy services to the School and Provider wants to provide such services to the School.

Service Name	Service Delivery Type	Direct: Service Rate	Direct: No-Show or Cancellation Rate	Indirect: IEP Meeting	Indirect: Other IEP No-Show	Evaluation	Evaluation No-Show or Cancellation
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UTVA

By: _____

Name and Title: Meghan Merideth Executive Director, UTVa

Provider

By: _____

Name and Title: Ryan Houston Ph.D.

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("Provider")	with its Principal Place of Business at
JBD Counseling and Consulting	5194 Placid Rose Drive, Herriman, UT 84096

- A. UTVA wants Provider to provide therapy services to the School and Provider wants to provide such services to the School.

Service Name	Service Delivery Type	Direct: Service Rate	Direct: No-Show or Cancellation Rate	Indirect: IEP Meeting	Indirect: Other IEP No-Show	Evaluation	Evaluation No-Show or Cancellation
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Counseling – group	Virtual	\$100 per student	1/2/ of scheduled rate	\$130.00 flat fee	\$65 flat fee	N/A	N/A
Service Name	Service Delivery Type	Indirect: Service Rate		Direct: No-Show or Cancellation Rate			
Technical Cancellation	Virtual	\$65 per session	Provider shall invoice UTVA for sessions due to technical issues if more than 50% of the scheduled session is unable to be delivered due to student technical issues. No other billing for the same session should be submitted when a technical cancellation is billed.				
Technical Cancellation: Counseling Group Therapy	Virtual	\$33.00 per student per session	Provider shall invoice UTVA for sessions due to technical issues if more than 50% of the scheduled session is unable to be delivered due to student technical issues. No other billing for the same session should be submitted when a technical cancellation is billed.				
Student Intros	Virtual	\$43.34	up to 20 minutes can be billed for new student intros billable as indirect parent contact within the first week of school; one third of hourly rate				

- B. Provider and UTVA desire to enter into this Agreement in order to document the terms of their agreement.

Agreement

Now, therefore, in consideration of the foregoing and the mutual covenants and promises of the Parties as provided herein, the Parties hereby agree to the following:

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 - g. Provider shall work closely with staff for the School and render Therapy Services in accordance with each student's IEP or Section 504 or Service Plan.

h. Provider shall perform all services in compliance with applicable law and any standard, ruling, regulation, or law of any governmental or accrediting agency responsible for administering or regulating the Provider and/or its therapists (whether employed or contracted).

i. Provider shall use forms and/or systems made available by UTVA or its designee to submit progress notes, evaluations, updates to IEPs, and other requested information.

j. Provider shall not provide any additional services outside of this Agreement, including services for a fee, to any students of UTVA.

3. **Provider's Representations and Warranties.** Provider represents and warrants that:

a. Provider has the right and ability to enter into this Agreement and to furnish the Therapy Services and that such Therapy Services will be performed in a timely, professional, and workmanlike manner in accordance with reasonable industry standards.

b. Provider or, if applicable, its employed or contracted therapists, is duly licensed in Utah to practice and to provide the services specified in this Agreement. Provider shall immediately notify UTVA if any applicable license is suspended or revoked or if any applicable licensee is placed on any probationary, provisional, or other limited or conditional status.

c. Provider operates as a business and regularly makes its services available to other clients or the general public and has the customary means and requisites of conducting business.

d. Provider has and shall maintain for itself and for its therapists, whether employed or contracted, professional liability insurance in a minimum amount of \$1 million per claim and \$3 million aggregate; commercial general liability insurance in a minimum amount of \$1 million per occurrence; and automobile insurance (without an exclusion for business pursuits) in at least the amounts required by statute with a company or companies rated at least A- by A.M. Best & Company. All insurance that is provided on a claims-made basis shall remain in force for no less than two years after the termination of this Agreement. Provider shall provide UTVA with a certificate of insurance evidencing all such coverage no later than the date on which this Agreement becomes effective and no less frequently than annually thereafter.

4. **Indemnification.** Provider shall indemnify, defend, and hold harmless UTVA and its employees, officers, directors, agents, representatives, affiliates, subsidiaries, assignees and licensees, from and against any claims, actions, damages, losses, costs, expenses (including reasonable attorneys' fees), judgments, settlements, and damages arising out of or resulting from Provider's performance of services under or breach of this Agreement.

5. **Ownership of Materials and Non-Exclusive License.** Provider retains all rights to any materials created or distributed by Provider pursuant to this Agreement. Provider hereby grants to UTVA a non-exclusive license to use, reproduce, distribute or create derivative works from any materials created or distributed by Provider pursuant to this Agreement internally within UTVA and between it and its affiliates, customers, contractors and others to the extent otherwise permitted or required by law.

6. **Independent Contractor.** Provider understands and agrees that Provider is acting and performing as an independent contractor at all times. Provider is expected to use Provider's own equipment, supplies, and tools unless specifically stated otherwise. Provider understands and agrees that it is not an agent or employee of UTVA by virtue of this Agreement. Provider will perform the requested services under the general direction of UTVA, but will determine, in its reasonable discretion, the manner and means by which the services are accomplished. As an independent contractor, Provider has the responsibility to file all tax returns required by law and assumes sole liability for taxes due on income earned pursuant to this

Agreement. Provider acknowledges it is not entitled to any rights or benefits (including vacation, 401(k) and insurance) to which UTVA employees may be entitled. Provider agrees to indemnify, defend, and hold UTVA harmless from any liabilities, claims or actions relating to employment taxes or benefits. Provider understands and acknowledges upon signing this Agreement that UTVA will not supply any workers' compensation benefit required by any jurisdictions to anyone with independent contractor status and UTVA accepts no liability for Provider's general health.

7. **Confidential Information.** As used herein, the term "Confidential Information" means all information, in whatever form or medium, and whether or not designated or marked "CONFIDENTIAL," or the like, which (a) relate to the students of the School, or the products, services or business of UTVA and (i) which have not been disclosed by UTVA to the general public or (ii) which Provider knows or has good reason to know are not generally known to the general public; (b) are received by UTVA from a third party under an obligation of confidentiality to the third party; (c) are derived from the use or application of either of the foregoing; or (d) are created by UTVA during the term of this Agreement or are created by Provider pursuant to this Agreement. Provider acknowledges that the Confidential Information constitutes a valuable proprietary asset of UTVA, and that Provider shall not, as a result of any disclosure of Confidential Information by UTVA to Provider, obtain any right or license to any Confidential Information except as otherwise explicitly specifically provided for herein. Provider agrees that disclosure by UTVA of any Confidential Information is made in strictest confidence. Provider agrees that it will not at any time directly or indirectly disclose Confidential Information of UTVA to any person or entity outside of UTVA or make any use of such Confidential Information in any way, commercially or otherwise, other than as is reasonably required to provide the Therapy Services. Provider agrees not to allow any unauthorized person access to Confidential Information and to take all action reasonably necessary and satisfactory to protect such Confidential Information.

8. **Student Data.** Provider acknowledges that during the engagement it will have access to and become acquainted with personally identifiable information about students at the School. In conjunction with signing this Agreement, the Parties shall sign the Data Confidentiality Addendum attached hereto, which addendum addresses, among other things, requirements and restrictions related to Provider's collection, use, storage, and sharing of personally identifiable student data.

9. **Return of Records.** Upon expiration or termination of this Agreement, Provider shall deliver to UTVA all UTVA and School records, notes, and data that relate to the Therapy Services.

10. **Term and Termination.** This Agreement shall be for a term of one year beginning on the Effective Date. Either Party may terminate this Agreement at any time, with or without cause, effective upon notice to the other Party.

11. **Notices.** Notices shall be served by next-business day delivery by a reputable national carrier (which delivery shall be deemed to have been made on the date of delivery) or by certified mail with a return receipt requested (which delivery shall be deemed to have been made five days after mailing). Notices to UTVA shall be sent to UTVA at the address listed above. Notices served on the Provider shall be sent to the Provider at the address listed above. Either Party may change its address for notice by providing notice to the other Party.

12. **Assignment.** UTVA shall have the full and unencumbered right to assign any and all rights acquired by it hereunder and to delegate any and all duties hereunder, to any affiliate, subsidiary or licensee of UTVA. Provider may not assign any of its rights or delegate any of its duties under this Agreement without the prior written permission of UTVA. Any assignment by Provider without such permission shall be void from its beginning.

13. **Waiver of Contractual Right.** The failure of either Party to enforce any provision of this Agreement

shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

14. **Entire Agreement; Amendments; Survival.** This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof, and it may only be changed by a writing signed by authorized personnel of both Parties. Any prior or contemporaneous agreements, promises, negotiations, or representations are of no force or effect. It is specifically understood that paragraphs 3 through 8 of this Agreement survive the expiration or termination of this Agreement.

15. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable. If a court or arbitrator finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

16. **Dispute Resolution.** The Parties agree that except as set forth in this paragraph, they shall first attempt in good faith to settle any disputes arising out of or in connection with this Agreement, including without limitation the validity, interpretation, performance and breach hereof, first through a process of mediation under the supervision of a mutually agreed upon mediator. If mediation fails, any dispute arising out of or relating to this Agreement including the breach, termination, or validity hereof shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association with an arbitration panel consisting of a single arbitrator. The Parties agree that an arbitration award ("Underlying Award") may be appealed pursuant to the American Arbitration Association's Optional Appellate Arbitration Rules ("Appellate Rules"); that any Underlying Award shall, at a minimum, be a reasoned award, and that the Underlying Award shall not be considered final until after the time for filing a notice of appeal pursuant to the Appellate Rules has expired. Appeals shall be initiated within thirty (30) days of receipt of an Underlying Award, as defined by Rule A-3 of the Appellate Rules, by filing a Notice of Appeal with the American Arbitration Association. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitration panel or, if applicable, a decision rendered under the Appellate Rules, may be entered by any court having jurisdiction thereof. The parties agree to arbitration in Salt Lake County, Utah and that the laws of Utah, without regard to its choice of law rules, shall apply. Notwithstanding any of the forgoing, Provider acknowledges that in the event Provider breaches any material provision of this Agreement, UTVA's interests could be irreparably injured and UTVA shall be entitled to enforce this Agreement by an injunction or other equitable relief without the necessity of posting bond or security, in addition to its right to seek monetary damages or any other remedy

Agreement as of the Effective Date.

UTVA

By:

Name and Title:

Meghan Merideth

Executive Director, UTV

Provider

By:

Kristal James

Owner

Name and Title:

16.

THERAPY SERVICES AGREEMENT

This Therapy Services Agreement ("Agreement") is made effective as of August 16th, 2023 ("Effective Date") between Utah Virtual Academy ("UTVA" or "School"), with its principal place of business at 4500South 310 East Suite 620, Murray, Utah 84107, and

("Provider")	with its Principal Place of Business at
Kevin Knutson	430 N 600 W Richfield, UT 84701

Recitals

- A. UTVA wants Provider to provide therapy services to the School and Provider wants to provide such services to the School.

Service Name	Service Delivery Type	Direct: Service Rate	Direct: No-Show or Cancellation Rate	Indirect: IEP Meeting	Indirect: Other IEP No-Show	Evaluation	Evaluation No-Show or Cancellation
Counseling	Virtual	\$130.00 per hour	½ of scheduled session	\$130.00 flat fee	\$65.00 flat fee	N/A	N/A
Technical Cancellation	Virtual	\$65.00 per session	Provider shall invoice UTVA for sessions due to technical issues if more than 50% of the scheduled session is unable to be delivered due to student technical issues. No other billing for the same session should be submitted when a technical cancellation is billed.				
Student Intro	Virtual	\$43.34	up to 20 minutes can be billed for new student intros billable as indirect parent contact within the first week of school; one third of hourly rate				

- B. Provider and UTVA desire to enter into this Agreement in order to document the terms of their agreement.

Agreement

Now, therefore, in consideration of the foregoing and the mutual covenants and promises of the Parties as provided herein, the Parties hereby agree to the following:

- Engagement.** Subject to the terms and conditions of this Agreement, UTVA hereby engages Provider to perform the therapy services set forth herein, and the Provider hereby accepts such engagement.

2. **Provider's Services, Compensation, and Other Duties.** Provider agrees to:
- a. Provider shall bill all services that are based on hourly rates in increments of 1 minute.
 - b. Provider shall invoice UTVA for Direct Therapy Services. For purposes of this Agreement, Direct Therapy Services are services that a therapist of the Provider provides while directly interacting with a student of the School
 - c. Provider shall invoice UTVA for Indirect Therapy Services related to Individualized Education Program ("IEP") Meeting Attendance. For purposes of this Agreement, Indirect Therapy Services are only IEP Meeting Attendance. IEP Meeting Attendance is the only Indirect Therapy Service that may be invoiced to the School. Proof of attendance for IEP meeting is required via signature on IEP documentation.
 - d. Provider shall invoice UTVA for no-shows and cancellations subject to all requirements of this paragraph.
 - A "no-show" can be a therapy session or an IEP meeting or an evaluation that is missed by the student with no prior communication of cancellation to Provider by the student, family, K12, or UTVA. No-shows can only be invoiced if (a) the therapy session or IEP meeting or evaluation had been previously scheduled and (b) the Provider provides UTVA with enough documentation to verify that the family was notified of it at least 48 hours in advance of the scheduled time.
 - Cancellations can only be invoiced if a family cancels a scheduled therapy session or evaluation less than 24 hours before the scheduled session. If a family cancels a scheduled therapy session or Evaluation 24 hours or more in advance of the scheduled session, the Provider shall not invoice UTVA.
 - e. Provider shall send monthly invoices with detailed records of services rendered through the online Related Service Manager system (RSM), www.relatedservice.com. All undisputed invoices are payable thirty (30) days after receipt by UTVA, provided, however, that UTVA has received a completed W-9 from the Provider. UTVA is not obligated to pay for services that are in invoices that UTVA receives more than six (6) months after the service date or more than two months after the end of UTVA's fiscal year (which ends June 30), whichever is earlier.
 - f. Provider shall provide a copy of any records requested by UTVA or required by the State for the provision of the Therapy Services for students in the School including, but not limited to:
 - Background checks completed at Provider's expense;
 - Proof of current applicable certification/licensure;
 - Proof of active professional and/or automobile liability insurance policies; and
 - Completed W-9 form.
 - g. Provider shall work closely with staff for the School and render Therapy Services in accordance with each student's IEP or Section 504 or Service Plan.
 - h. Provider shall perform all services in compliance with applicable law and any

standard, ruling, regulation, or law of any governmental or accrediting agency responsible for administering or regulating the Provider and/or its therapists (whether employed or contracted).

- i. Provider shall use forms and/or systems made available by UTVA or its designee to submit progress notes, evaluations, updates to IEPs, and other requested information.
- j. Provider shall not provide any additional services outside of this Agreement, including services for a fee, to any students of UTVA.

3. **Provider's Representations and Warranties.** Provider represents and warrants that:

a. Provider has the right and ability to enter into this Agreement and to furnish the Therapy Services and that such Therapy Services will be performed in a timely, professional, and workmanlike manner in accordance with reasonable industry standards.

b. Provider or, if applicable, its employed or contracted therapists, is duly licensed in Utah to practice and to provide the services specified in this Agreement. Provider shall immediately notify UTVA if any applicable license is suspended or revoked or if any applicable licensee is placed on any probationary, provisional, or other limited or conditional status.

c. Provider operates as a business and regularly makes its services available to other clients or the general public and has the customary means and requisites of conducting business.

d. Provider has and shall maintain for itself and for its therapists, whether employed or contracted, professional liability insurance in a minimum amount of \$1 million per claim and \$3 million aggregate; commercial general liability insurance in a minimum amount of \$1 million per occurrence; and automobile insurance (without an exclusion for business pursuits) in at least the amounts required by statute with a company or companies rated at least A- by A.M. Best & Company. All insurance that is provided on a claims-made basis shall remain in force for no less than two years after the termination of this Agreement. Provider shall provide UTVA with a certificate of insurance evidencing all such coverage no later than the date on which this Agreement becomes effective and no less frequently than annually thereafter.

4. **Indemnification.** Provider shall indemnify, defend, and hold harmless UTVA and its employees, officers, directors, agents, representatives, affiliates, subsidiaries, assignees and licensees, from and against any claims, actions, damages, losses, costs, expenses (including reasonable attorneys' fees), judgments, settlements, and damages arising out of or resulting from Provider's performance of services under or breach of this Agreement.

5. **Ownership of Materials and Non-Exclusive License.** Provider retains all rights to any materials created or distributed by Provider pursuant to this Agreement. Provider hereby grants to UTVA a non-exclusive license to use, reproduce, distribute or create derivative works from any materials created or distributed by Provider pursuant to this Agreement internally within UTVA and between it and its affiliates, customers, contractors and others to the extent otherwise permitted or required by law.

6. **Independent Contractor.** Provider understands and agrees that Provider is acting and

performing as an independent contractor at all times. Provider is expected to use Provider's own equipment, supplies, and tools unless specifically stated otherwise. Provider understands and agrees that it is not an agent or employee of UTVA by virtue of this Agreement. Provider will perform the requested services under the general direction of UTVA, but will determine, in its reasonable discretion, the manner and means by which the services are accomplished. As an independent contractor, Provider has the responsibility to file all tax returns required by law and assumes sole liability for taxes due on income earned pursuant to this Agreement. Provider acknowledges it is not entitled to any rights or benefits (including vacation, 401(k) and insurance) to which UTVA employees may be entitled. Provider agrees to indemnify, defend, and hold UTVA harmless from any liabilities, claims or actions relating to employment taxes or benefits. Provider understands and acknowledges upon signing this Agreement that UTVA will not supply any workers' compensation benefit required by any jurisdictions to anyone with independent contractor status and UTVA accepts no liability for Provider's general health.

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11. **Notices.** Notices shall be served by next-business day delivery by a reputable national carrier (which delivery shall be deemed to have been made on the date of delivery) or by certified mail with a return receipt requested (which delivery shall be deemed to have been made five days after mailing). Notices to UTVA shall be sent to UTVA at the address listed above. Notices served on the Provider shall be sent to the Provider at the address listed above. Either Party may change its address

for notice by providing notice to the other Party.

12. **Assignment.** UTVA shall have the full and unencumbered right to assign any and all rights acquired by it hereunder and to delegate any and all duties hereunder, to any affiliate, subsidiary or licensee of UTVA. Provider may not assign any of its rights or delegate any of its duties under this Agreement without the prior written permission of UTVA. Any assignment by Provider without such permission shall be void from its beginning.

13. **Waiver of Contractual Right.** The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

14. **Entire Agreement; Amendments; Survival.** This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof, and it may only be changed by a writing signed by authorized personnel of both Parties. Any prior or contemporaneous agreements, promises, negotiations, or representations are of no force or effect. It is specifically understood that paragraphs 3 through 8 of this Agreement survive the expiration or termination of this Agreement.

15. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable. If a court or arbitrator finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

16. **Dispute Resolution.** The Parties agree that except as set forth in this paragraph, they shall first attempt in good faith to settle any disputes arising out of or in connection with this Agreement, including without limitation the validity, interpretation, performance and breach hereof, first through a process of mediation under the supervision of a mutually agreed upon mediator. If mediation fails, any dispute arising out of or relating to this Agreement including the breach, termination, or validity hereof shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association with an arbitration panel consisting of a single arbitrator. The Parties agree that an arbitration award ("Underlying Award") may be appealed pursuant to the American Arbitration Association's Optional Appellate Arbitration Rules ("Appellate Rules"); that any Underlying Award shall, at a minimum, be a reasoned award, and that the Underlying Award shall not be considered final until after the time for filing a notice of appeal pursuant to the Appellate Rules has expired. Appeals shall be initiated within thirty (30) days of receipt of an Underlying Award, as defined by Rule A-3 of the Appellate Rules, by filing a Notice of Appeal with the American Arbitration Association. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitration panel or, if applicable, a decision rendered under the Appellate Rules, may be entered by any court having jurisdiction thereof. The parties agree to arbitration in Salt Lake County, Utah and that the laws of Utah, without regard to its choice of law rules, shall apply. Notwithstanding any of the foregoing, Provider acknowledges that in the event Provider breaches any material provision of this Agreement, UTVA's interests could be irreparably injured and UTVA shall be entitled to enforce this Agreement by an injunction or other equitable relief without the necessity of posting bond or security, in addition to its right to seek monetary damages or any other remedy.

IN WITNESS WHEREOF, the Parties, through their authorized representatives, hereto have signed this

Agreement as of the Effective Date.

UTVA

By: _____

Name and Title: Meghan Merideth Executive Director, UTV

Provider

By: _____

Name and Title: Kevin Knutson Owner

THERAPY SERVICES AGREEMENT

This Therapy Services Agreement ("Agreement") is made effective as of DATE ("Effective Date") between Utah Virtual Academy ("UTVA" or "School"), with its principal place of business at 4500 South 310 East Suite 620, Murray, Utah 84107, and

("Provider")	with its Principal Place of Business at
Rocky Mountain University of Health Professions Center for Communication Disorders	1800 S. Novell Place, Provo, Utah 84606

- A. UTVA wants Provider to provide therapy services to the School and Provider wants to provide such services to the School.

ServiceName	Service Delivery Type	Direct: Service Rate	Direct: No-Show or Cancellation Rate	Indirect: IEP Meeting	Indirect: Other IEP No-Show	Evaluation	Evaluation No-Show or Cancellation
Treatment for Speech-Language AAC Active Client	Virtual	\$75.00 Per hour	½ of scheduled session	\$60.00 Flat Fee	\$30.00 Flat Fee	Assessments at \$200 Each includes Team based assessment, meet with team(family, school) within or additionally vendor supports. 2 Follow-up trainings included approx. 1 hour each	\$75.00 Flat fee
ServiceName	Service Delivery Type	Direct: Service Rate	Direct: No-Show or Cancellation Rate				
Teacher/ Parent/ Aide Inservice billed per hour. General topics related to AAC, not student specific	Virtual	\$100 per hour of in-service	NA		NA		

Client consult - child who has a system, but staff needs more support to integrate device		\$75.00 per hour of in-service	NA	NA
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- B. Provider and UTVA desire to enter into this Agreement in order to document the terms of their agreement.

Agreement

Now, therefore, in consideration of the foregoing and the mutual covenants and promises of the Parties as provided herein, the Parties hereby agree to the following:

1. **Engagement.** Subject to the terms and conditions of this Agreement, UTVA hereby engages Provider to perform the therapy services set forth herein, and the Provider hereby accepts such engagement.
2. **Provider's Services, Compensation, and Other Duties.** Provider agrees to:
 - a. Provider shall bill all services that are based on hourly rates in increments of 1 minute.
 - b. Provider shall invoice UTVA for Direct Therapy Services. For purposes of this Agreement, Direct Therapy Services are services that a therapist of the Provider provides while directly interacting with a student of the School
 - c. Provider shall invoice UTVA for Indirect Therapy Services related to Individualized Education Program ("IEP") Meeting Attendance. For purposes of this Agreement, Indirect Therapy Services are only IEP Meeting Attendance. IEP Meeting Attendance is the only Indirect Therapy Service that may be invoiced to the School. Proof of attendance for IEP meeting is required via signature on IEP documentation.
 - d. Provider shall invoice UTVA for no-shows and cancellations subject to all requirements of this paragraph.
 - A "no-show" can be a therapy session or an IEP meeting or an evaluation that is missed by the student with no prior communication of cancellation to Provider by the student, family, K12, or UTVA. No-shows can only be invoiced if (a) the therapy session or IEP meeting or evaluation had been previously scheduled and (b) the Provider provides UTVA with enough documentation to verify that the family was notified of it at least 48 hours in advance of the scheduled time.
 - Cancellations can only be invoiced if a family cancels a scheduled therapy session or evaluation less than 24 hours before the scheduled session. If a family cancels a scheduled therapy session or Evaluation 24 hours or more in advance of the schedule session, the Provider shall not invoice UTVA.

e. Provider shall send monthly invoices with detailed records of services rendered through the online Related Service Manager system (RSM), www.relatedservice.com. All undisputed invoices are payable thirty (30) days after receipt by UTVA, provided, however, that UTVA has received a completed W-9 from the Provider. UTVA is not obligated to pay for services that are in invoices that UTVA receives more than six (6) months after the service date or more than two months after the end of UTVA's fiscal year (which ends June 30), whichever is earlier.

f. Provider shall provide a copy of any records requested by UTVA or required by the State for the provision of the Therapy Services for students in the School including, but not limited to:

- Background checks completed at Provider's expense;
- Proof of current applicable certification/licensure;
- Proof of active professional and/or automobile liability insurance policies; and
- Completed W-9 form.

g. Provider shall work closely with staff for the School and render Therapy Services in accordance with each student's IEP or Section 504 or Service Plan.

h. Provider shall perform all services in compliance with applicable law and any standard, ruling, regulation, or law of any governmental or accrediting agency responsible for administering or regulating the Provider and/or its therapists (whether employed or contracted).

i. Provider shall use forms and/or systems made available by UTVA or its designee to submit progress notes, evaluations, updates to IEPs, and other requested information.

j. Provider shall not provide any additional services outside of this Agreement, including services for a fee, to any students of UTVA.

3. Provider's Representations and Warranties. Provider represents and warrants that:

a. Provider has the right and ability to enter into this Agreement and to furnish the Therapy Services and that such Therapy Services will be performed in a timely, professional, and workmanlike manner in accordance with reasonable industry standards.

b. Provider or, if applicable, its employed or contracted therapists, is duly licensed in Utah to practice and to provide the services specified in this Agreement. Provider shall immediately notify UTVA if any applicable license is suspended or revoked or if any applicable licensee is placed on any probationary, provisional, or other limited or conditional status.

c. Provider operates as a business and regularly makes its services available to other clients or the general public and has the customary means and requisites of conducting business.

d. Provider has and shall maintain for itself and for its therapists, whether employed or contracted, professional liability insurance in a minimum amount of \$1 million per claim and \$3 million aggregate; commercial general liability insurance in a minimum amount of \$1 million per occurrence; and automobile insurance (without an exclusion for business pursuits) in at least the amounts required by statute with a company or companies rated at least A- by A.M. Best & Company. All insurance that is provided on a claims-made basis shall remain in force for no less than two years after the termination of this Agreement. Provider shall provide UTVA with a certificate of insurance evidencing all such coverage no later than the date on which this Agreement becomes effective and no less frequently than annually thereafter.

4. Indemnification. Provider shall indemnify, defend, and hold harmless UTVA and its employees, officers, directors, agents, representatives, affiliates, subsidiaries, assignees and licensees, from and

against any claims, actions, damages, losses, costs, expenses (including reasonable attorneys' fees), judgments, settlements, and damages arising out of or resulting from Provider's performance of services under or breach of this Agreement.

5. **Ownership of Materials and Non-Exclusive License.** Provider retains all rights to any materials created or distributed by Provider pursuant to this Agreement. Provider hereby grants to UTVA a non-exclusive license to use, reproduce, distribute or create derivative works from any materials created or distributed by Provider pursuant to this Agreement internally within UTVA and between it and its affiliates, customers, contractors and others to the extent otherwise permitted or required by law.

6. **Independent Contractor.** Provider understands and agrees that Provider is acting and performing as an independent contractor at all times. Provider is expected to use Provider's own equipment, supplies, and tools unless specifically stated otherwise. Provider understands and agrees that it is not an agent or employee of UTVA by virtue of this Agreement. Provider will perform the requested services under the general direction of UTVA, but will determine, in its reasonable discretion, the manner and means by which the services are accomplished. As an independent contractor, Provider has the responsibility to file all tax returns required by law and assumes sole liability for taxes due on income earned pursuant to this Agreement. Provider acknowledges it is not entitled to any rights or benefits (including vacation, 401(k) and insurance) to which UTVA employees may be entitled. Provider agrees to indemnify, defend, and hold UTVA harmless from any liabilities, claims or actions relating to employment taxes or benefits. Provider understands and acknowledges upon signing this Agreement that UTVA will not supply any workers' compensation benefit required by any jurisdictions to anyone with independent contractor status and UTVA accepts no liability for Provider's general health.

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8. **Student Data.** Provider acknowledges that during the engagement it will have access to and become acquainted with personally identifiable information about students at the School. In conjunction with signing this Agreement, the Parties shall sign the Data Confidentiality Addendum attached hereto, which addendum addresses, among other things, requirements and restrictions related to Provider's collection, use, storage, and sharing of personally identifiable student data.

9. **Return of Records.** Upon expiration or termination of this Agreement, Provider shall deliver to UTVA all UTVA and School records, notes, and data that relate to the Therapy Services.

10. **Term and Termination.** This Agreement shall be for a term of one year beginning on the Effective

Date. Either Party may terminate this Agreement at any time, with or without cause, effective upon notice to the other Party.

11. **Notices.** Notices shall be served by next-business day delivery by a reputable national carrier (which delivery shall be deemed to have been made on the date of delivery) or by certified mail with a return receipt requested (which delivery shall be deemed to have been made five days after mailing). Notices to UTVA shall be sent to UTVA at the address listed above. Notices served on the Provider shall be sent to the Provider at the address listed above. Either Party may change its address for notice by providing notice to the other Party.

12. **Assignment.** UTVA shall have the full and unencumbered right to assign any and all rights acquired by it hereunder and to delegate any and all duties hereunder, to any affiliate, subsidiary or licensee of UTVA. Provider may not assign any of its rights or delegate any of its duties under this Agreement without the prior written permission of UTVA. Any assignment by Provider without such permission shall be void from its beginning.

13. **Waiver of Contractual Right.** The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

14. **Entire Agreement; Amendments; Survival.** This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof, and it may only be changed by a writing signed by authorized personnel of both Parties. Any prior or contemporaneous agreements, promises, negotiations, or representations are of no force or effect. It is specifically understood that paragraphs 3 through 8 of this Agreement survive the expiration or termination of this Agreement.

15. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable. If a court or arbitrator finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

16. **Dispute Resolution.** The Parties agree that except as set forth in this paragraph, they shall first attempt in good faith to settle any disputes arising out of or in connection with this Agreement, including without limitation the validity, interpretation, performance and breach hereof, first through a process of mediation under the supervision of a mutually agreed upon mediator. If mediation fails, any dispute arising out of or relating to this Agreement including the breach, termination, or validity hereof shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association with an arbitration panel consisting of a single arbitrator. The Parties agree that an arbitration award ("Underlying Award") may be appealed pursuant to the American Arbitration Association's Optional Appellate Arbitration Rules ("Appellate Rules"); that any Underlying Award shall, at a minimum, be a reasoned award, and that the Underlying Award shall not be considered final until after the time for filing a notice of appeal pursuant to the Appellate Rules has expired. Appeals shall be initiated within thirty (30) days of receipt of an Underlying Award, as defined by Rule A-3 of the Appellate Rules, by filing a Notice of Appeal with the American Arbitration Association. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitration panel or, if applicable, a decision rendered under the Appellate Rules, may be entered by any court having jurisdiction thereof. The parties agree to arbitration in Salt Lake County, Utah and that the laws of Utah, without regard to its choice of law rules, shall apply. Notwithstanding any of the foregoing, Provider acknowledges that in the event Provider breaches any material provision of this Agreement, UTVA's interests could be irreparably injured and UTVA shall be entitled to enforce this Agreement by an injunction or other equitable relief without the necessity of posting bond or security, in addition to its right to seek monetary damages or any other remedy.

17. **RMU would want to use our documentation system and provide immediate access to the documents through the patient portal.**
18. RMU would want to use HIPPA compliant Zoom

IN WITNESS WHEREOF, the Parties, through their authorized representatives, hereto have signed this Agreement as of the Effective Date.

UTVA

By: _____
Name and Title: Meghan Merideth Executive Director, UTVA

Provider

By: _____
Name and Title: Linda J. Spencer Program Director , MS SLP RMU

THERAPY SERVICES AGREEMENT

This Therapy Services Agreement (“Agreement”) is made effective as of August 16th, 2023 (“Effective Date”) between Utah Virtual Academy (“UTVA” or “School”), with its principal place of business at 4500South 310 East Suite 620, Murray, Utah 84107, and

(“Provider”)	with its Principal Place of Business at
Rocky Mountain University of Health Professions	1800 S Novell Place, Provo, UT 84606

Recitals

- A. UTVA wants Provider to provide therapy services to the School and Provider wants to provide such services to the School.

Service Name	Service Delivery Type	Direct: Service Rate	Direct: No-Show or Cancellation Rate	Indirect: IEP Meeting	Indirect: Other IEP No-Show	Evaluation	Evaluation No-Show or Cancellation
Counseling – provided by a counseling intern	Virtual/face to face	\$70.00 per hour	½ of scheduled session	\$115.00 flat fee	\$57.50 flat fee	N/A	N/A
Counseling – provided by a licensed counselor	Virtual/face to face	\$115 per hour	½ of scheduled session	\$115 flat fee	\$57.50 flat fee	N/A	N/A
Service Name	Service Delivery Type	Direct: Service Rate	Direct: No-Show or Cancellation Rate				
Counseling Group Therapy – provided by a counseling intern	Virtual	\$54 an hour per student. There is a group limit of 6 students.	½ rate of scheduled session		NA		

Counseling Group Therapy – provided by a licensed counselor	Virtual	\$85 an hour per student. There is a group limit of 6 students.	½ rate of scheduled session	NA
Student Intros	Virtual	\$38.34 by licensed counselor \$23.34 by intern	up to 20 minutes can be billed for new student intros billable as indirect parent contact within the first week of school; one third of hourly rate	
Technical Cancellation	Virtual	\$46.00 per session	Provider shall invoice UTVA for sessions due to technical issues if more than 50% of the scheduled session is unable to be delivered due to student technical issues. No other billing for the same session should be submitted when a technical cancellation is billed.	
Technical Cancellation: Counseling Group Therapy	Virtual	\$27.60 per student per session	Provider shall invoice UTVA for sessions due to technical issues if more than 50% of the scheduled session is unable to be delivered due to student technical issues. No other billing for the same session should be submitted when a technical cancellation is billed.	

B. Provider and UTVA desire to enter into this Agreement in order to document the terms of their agreement.

Agreement

Now, therefore, in consideration of the foregoing and the mutual covenants and promises of the Parties as provided herein, the Parties hereby agree to the following:

1. **Engagement.** Subject to the terms and conditions of this Agreement, UTVA hereby engages Provider to perform the therapy services set forth herein, and the Provider hereby accepts such engagement.
2. **Provider's Services, Compensation, and Other Duties.** Provider agrees to:
 - a. Provider shall bill all services that are based on hourly rates in increments of 1 minute.
 - b. Provider shall invoice UTVA for Direct Therapy Services. For purposes of this Agreement, Direct Therapy Services are services that a therapist of the Provider provides while

directly interacting with a student of the School

c. Provider shall invoice UTVA for Indirect Therapy Services related to Individualized Education Program (“IEP”) Meeting Attendance. For purposes of this Agreement, Indirect Therapy Services are only IEP Meeting Attendance. IEP Meeting Attendance is the only Indirect Therapy Service that may be invoiced to the School. Proof of attendance for IEP meeting is required via signature on IEP documentation.

d. Provider shall invoice UTVA for no-shows and cancellations subject to all requirements of this paragraph.

- A “no-show” can be a therapy session or an IEP meeting or an evaluation that is missed by the student with no prior communication of cancellation to Provider by the student, family, K12, or UTVA. No-shows can only be invoiced if (a) the therapy session or IEP meeting or evaluation had been previously scheduled and (b) the Provider provides UTVA with enough documentation to verify that the family was notified of it at least 48 hours in advance of the scheduled time.
- Cancellations can only be invoiced if a family cancels a scheduled therapy session or evaluation less than 24 hours before the scheduled session. If a family cancels a scheduled therapy session or Evaluation 24 hours or more in advance of the scheduled session, the Provider shall not invoice UTVA.

e. Provider shall send monthly invoices with detailed records of services rendered through the online Related Service Manager system (RSM), www.relatedservice.com. All undisputed invoices are payable thirty (30) days after receipt by UTVA, provided, however, that UTVA has received a completed W-9 from the Provider. UTVA is not obligated to pay for services that are in invoices that UTVA receives more than six (6) months after the service date or more than two months after the end of UTVA’s fiscal year (which ends June 30), whichever is earlier.

f. Provider shall provide a copy of any records requested by UTVA or required by the State for the provision of the Therapy Services for students in the School including, but not limited to:

- Background checks completed at Provider’s expense;
- Proof of current applicable certification/licensure;
- Proof of active professional and/or automobile liability insurance policies; and
- Completed W-9 form.

g. Provider shall work closely with staff for the School and render Therapy Services in accordance with each student’s IEP or Section 504 or Service Plan.

h. Provider shall perform all services in compliance with applicable law and any standard, ruling, regulation, or law of any governmental or accrediting agency responsible for administering or regulating the Provider and/or its therapists (whether employed or contracted).

i. Provider shall use forms and/or systems made available by UTVA or its designee to submit progress notes, evaluations, updates to IEPs, and other requested information.

j. Provider shall not provide any additional services outside of this Agreement, including services for a fee, to any students of UTVA.

3. **Provider's Representations and Warranties.** Provider represents and warrants that:

a. Provider has the right and ability to enter into this Agreement and to furnish the Therapy Services and that such Therapy Services will be performed in a timely, professional, and workmanlike manner in accordance with reasonable industry standards.

b. Provider or, if applicable, its employed or contracted therapists, is duly licensed in Utah to practice and to provide the services specified in this Agreement. Provider shall immediately notify UTVA if any applicable license is suspended or revoked or if any applicable licensee is placed on any probationary, provisional, or other limited or conditional status.

c. Provider operates as a business and regularly makes its services available to other clients or the general public and has the customary means and requisites of conducting business.

d. Provider has and shall maintain for itself and for its therapists, whether employed or contracted, professional liability insurance in a minimum amount of \$1 million per claim and \$3 million aggregate; commercial general liability insurance in a minimum amount of \$1 million per occurrence; and automobile insurance (without an exclusion for business pursuits) in at least the amounts required by statute with a company or companies rated at least A- by A.M. Best & Company. All insurance that is provided on a claims-made basis shall remain in force for no less than two years after the termination of this Agreement. Provider shall provide UTVA with a certificate of insurance evidencing all such coverage no later than the date on which this Agreement becomes effective and no less frequently than annually thereafter.

4. **Indemnification.** Provider shall indemnify, defend, and hold harmless UTVA and its employees, officers, directors, agents, representatives, affiliates, subsidiaries, assignees and licensees, from and against any claims, actions, damages, losses, costs, expenses (including reasonable attorneys' fees), judgments, settlements, and damages arising out of or resulting from Provider's performance of services under or breach of this Agreement.

5. **Ownership of Materials and Non-Exclusive License.** Provider retains all rights to any materials created or distributed by Provider pursuant to this Agreement. Provider hereby grants to UTVA a non-exclusive license to use, reproduce, distribute or create derivative works from any materials created or distributed by Provider pursuant to this Agreement internally within UTVA and between it and its affiliates, customers, contractors and others to the extent otherwise permitted or required by law.

6. **Independent Contractor.** Provider understands and agrees that Provider is acting and performing as an independent contractor at all times. Provider is expected to use Provider's own equipment, supplies, and tools unless specifically stated otherwise. Provider understands and agrees that it is not an agent or employee of UTVA by virtue of this Agreement. Provider will perform the requested services under the general direction of UTVA, but will determine, in its reasonable discretion, the manner and means by which the services are accomplished. As an independent contractor, Provider has the responsibility to file all tax returns required by law and assumes sole liability for taxes due on income earned pursuant to this Agreement. Provider acknowledges it is not entitled to any rights or benefits (including vacation, 401(k) and insurance) to which UTVA employees may be entitled. Provider agrees to indemnify, defend, and hold UTVA harmless from any liabilities, claims or actions relating to employment taxes or benefits. Provider understands and acknowledges upon signing this Agreement that UTVA will not supply any

workers' compensation benefit required by any jurisdictions to anyone with independent contractor status and UTVA accepts no liability for Provider's general health.

7. **Confidential Information.** As used herein, the term "Confidential Information" means all information, in whatever form or medium, and whether or not designated or marked "CONFIDENTIAL," or the like, which (a) relate to the students of the School, or the products, services or business of UTVA and (i) which have not been disclosed by UTVA to the general public or (ii) which Provider knows or has good reason to know are not generally known to the general public; (b) are received by UTVA from a third party under an obligation of confidentiality to the third party; (c) are derived from the use or application of either of the foregoing; or (d) are created by UTVA during the term of this Agreement or are created by Provider pursuant to this Agreement. Provider acknowledges that the Confidential Information constitutes a valuable proprietary asset of UTVA, and that Provider shall not, as a result of any disclosure of Confidential Information by UTVA to Provider, obtain any right or license to any Confidential Information except as otherwise explicitly specifically provided for herein. Provider agrees that disclosure by UTVA of any Confidential Information is made in strictest confidence. Provider agrees that it will not at any time directly or indirectly disclose Confidential Information of UTVA to any person or entity outside of UTVA or make any use of such Confidential Information in any way, commercially or otherwise, other than as is reasonably required to provide the Therapy Services. Provider agrees not to allow any unauthorized person access to Confidential Information and to take all action reasonably necessary and satisfactory to protect such Confidential Information.

8. **Student Data.** Provider acknowledges that during the engagement it will have access to and become acquainted with personally identifiable information about students at the School. In conjunction with signing this Agreement, the Parties shall sign the Data Confidentiality Addendum attached hereto, which addendum addresses, among other things, requirements and restrictions related to Provider's collection, use, storage, and sharing of personally identifiable student data.

9. **Return of Records.** Upon expiration or termination of this Agreement, Provider shall deliver to UTVA all UTVA and School records, notes, and data that relate to the Therapy Services.

10. **Term and Termination.** This Agreement shall be for a term of one year beginning on the Effective Date. Either Party may terminate this Agreement at any time, with or without cause, effective upon notice to the other Party.

11. **Notices.** Notices shall be served by next-business day delivery by a reputable national carrier (which delivery shall be deemed to have been made on the date of delivery) or by certified mail with a return receipt requested (which delivery shall be deemed to have been made five days after mailing). Notices to UTVA shall be sent to UTVA at the address listed above. Notices served on the Provider shall be sent to the Provider at the address listed above. Either Party may change its address for notice by providing notice to the other Party.

12. **Assignment.** UTVA shall have the full and unencumbered right to assign any and all rights acquired by it hereunder and to delegate any and all duties hereunder, to any affiliate, subsidiary or licensee of UTVA. Provider may not assign any of its rights or delegate any of its duties under this Agreement without the prior written permission of UTVA. Any assignment by Provider without such permission shall be void from its beginning.

13. **Waiver of Contractual Right.** The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

14. **Entire Agreement; Amendments; Survival.** This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof, and it may only be changed by a writing signed by authorized personnel of both Parties. Any prior or contemporaneous agreements, promises, negotiations, or representations are of no force or effect. It is specifically understood that paragraphs 3 through 8 of this Agreement survive the expiration or termination of this Agreement.

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16. **Dispute Resolution.** The Parties agree that except as set forth in this paragraph, they shall first attempt in good faith to settle any disputes arising out of or in connection with this Agreement, including without limitation the validity, interpretation, performance and breach hereof, first through a process of mediation under the supervision of a mutually agreed upon mediator. If mediation fails, any dispute arising out of or relating to this Agreement including the breach, termination, or validity hereof shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association with an arbitration panel consisting of a single arbitrator. The Parties agree that an arbitration award ("Underlying Award") may be appealed pursuant to the American Arbitration Association's Optional Appellate Arbitration Rules ("Appellate Rules"); that any Underlying Award shall, at a minimum, be a reasoned award, and that the Underlying Award shall not be considered final until after the time for filing a notice of appeal pursuant to the Appellate Rules has expired. Appeals shall be initiated within thirty (30) days of receipt of an Underlying Award, as defined by Rule A-3 of the Appellate Rules, by filing a Notice of Appeal with the American Arbitration Association. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitration panel or, if applicable, a decision rendered under the Appellate Rules, may be entered by any court having jurisdiction thereof. The parties agree to arbitration in Salt Lake County, Utah and that the laws of Utah, without regard to its choice of law rules, shall apply. Notwithstanding any of the foregoing, Provider acknowledges that in the event Provider breaches any material provision of this Agreement, UTVA's interests could be irreparably injured and UTVA shall be entitled to enforce this Agreement by an injunction or other equitable relief without the necessity of posting bond or security, in addition to its right to seek monetary damages or any other remedy. IN WITNESS WHEREOF, the Parties, through their authorized representatives, hereto have signed this Agreement as of the Effective Date.

UTVA

By: _____

Name and Title: Meghan Merideth Executive Director, UTVA

Provider

By: _____

Name and Title: Malissa Martin Acting Provost

By: _____

Name and Title: Verl Pope Program Director

THERAPY SERVICES AGREEMENT

This Therapy Services Agreement ("Agreement") is made effective as of August 16th, 2023 ("Effective Date") between Utah Virtual Academy ("UTVA" or "School"), with its principal place of business at 4500South 310 East Suite 620, Murray, Utah 84107, and

("Provider")	with its Principal Place of Business at
Shelley Jo Dula Consulting	2680 E. Roxbury Cir., Salt Lake City, UT 84108

Recitals

- A. UTVA wants Provider to provide therapy services to the School and Provider wants to provide such services to the School.

Service Name	Service Delivery Type	Direct: Service Rate	Direct: No-Show or Cancellation Rate	Indirect: IEP Meeting	Indirect: Other IEP No-Show	Evaluation	Evaluation No-Show or Cancellation
Counseling	Virtual	\$130.00 per hour	½ of scheduled session	\$130.00 flat fee	\$65.00 flat fee	N/A	N/A
Service Name	Service Delivery Type	Direct: Service Rate		Direct: No-Show or Cancellation Rate			
Counseling Group Therapy	Virtual	\$130 an hour for the 1 st student plus \$65.00 an hour per additional students. There is a group limit of 5 students.		If the entire group does not show, then the No Show fee will be ½ of the scheduled session fee for the first student plus \$15.00 per each additional student who did not attend.		If the group is able to take place, and there are students who did not show, the provider may bill \$15.00 per student who did not attend.	
Student Intro	Virtual	\$43.34	up to 20 minutes can be billed for new student intros billable as indirect parent contact within the first week of school; one third of hourly rate				

Technical Cancellation	Virtual	\$65.00 per session	Provider shall invoice UTVA for sessions due to technical issues if more than 50% of the scheduled session is unable to be delivered due to student technical issues. No other billing for the same session should be submitted when a technical cancellation is billed.
Technical Cancellation: Counseling Group Therapy	Virtual	\$32.50 per student per session	Provider shall invoice UTVA for sessions due to technical issues if more than 50% of the scheduled session is unable to be delivered due to student technical issues. No other billing for the same session should be submitted when a technical cancellation is billed.

- B. Provider and UTVA desire to enter into this Agreement in order to document the terms of their agreement.

Agreement

Now, therefore, in consideration of the foregoing and the mutual covenants and promises of the Parties as provided herein, the Parties hereby agree to the following:

1. **Engagement.** Subject to the terms and conditions of this Agreement, UTVA hereby engages Provider to perform the therapy services set forth herein, and the Provider hereby accepts such engagement.
2. **Provider's Services, Compensation, and Other Duties.** Provider agrees to:
 - a. Provider shall bill all services that are based on hourly rates in increments of 1 minute.
 - b. Provider shall invoice UTVA for Direct Therapy Services. For purposes of this Agreement, Direct Therapy Services are services that a therapist of the Provider provides while directly interacting with a student of the School
 - c. Provider shall invoice UTVA for Indirect Therapy Services related to Individualized Education Program ("IEP") Meeting Attendance. For purposes of this Agreement, Indirect Therapy Services are only IEP Meeting Attendance. IEP Meeting Attendance is the only Indirect Therapy Service that may be invoiced to the School. Proof of attendance for IEP meeting is required via signature on IEP documentation.
 - d. Provider shall invoice UTVA for no-shows and cancellations subject to all requirements of this paragraph.
 - A "no-show" can be a therapy session or an IEP meeting or an evaluation that is missed by the student with no prior communication of cancellation to Provider by the student, family, K12, or UTVA. No-shows can only be invoiced if (a) the therapy session or IEP meeting or evaluation had been previously scheduled and (b) the Provider provides UTVA with enough documentation to verify that the family was notified of it at least 48 hours in advance of the scheduled time.
 - Cancellations can only be invoiced if a family cancels a scheduled therapy session or evaluation less than 24 hours before the scheduled session. If a family cancels a

scheduled therapy session or Evaluation 24 hours or more in advance of the scheduled session, the Provider shall not invoice UTVA.

e. Provider shall send monthly invoices with detailed records of services rendered through the online Related Service Manager system (RSM), www.relatedservice.com. All undisputed invoices are payable thirty (30) days after receipt by UTVA, provided, however, that UTVA has received a completed W-9 from the Provider. UTVA is not obligated to pay for services that are in invoices that UTVA receives more than six (6) months after the service date or more than two months after the end of UTVA's fiscal year (which ends June 30), whichever is earlier.

f. Provider shall provide a copy of any records requested by UTVA or required by the State for the provision of the Therapy Services for students in the School including, but not limited to:

- Background checks completed at Provider's expense;
- Proof of current applicable certification/licensure;
- Proof of active professional and/or automobile liability insurance policies; and
- Completed W-9 form.

g. Provider shall work closely with staff for the School and render Therapy Services in accordance with each student's IEP or Section 504 or Service Plan.

h. Provider shall perform all services in compliance with applicable law and any standard, ruling, regulation, or law of any governmental or accrediting agency responsible for administering or regulating the Provider and/or its therapists (whether employed or contracted).

i. Provider shall use forms and/or systems made available by UTVA or its designee to submit progress notes, evaluations, updates to IEPs, and other requested information.

j. Provider shall not provide any additional services outside of this Agreement, including services for a fee, to any students of UTVA.

3. **Provider's Representations and Warranties.** Provider represents and warrants that:

a. Provider has the right and ability to enter into this Agreement and to furnish the Therapy Services and that such Therapy Services will be performed in a timely, professional, and workmanlike manner in accordance with reasonable industry standards.

b. Provider or, if applicable, its employed or contracted therapists, is duly licensed in Utah to practice and to provide the services specified in this Agreement. Provider shall immediately notify UTVA if any applicable license is suspended or revoked or if any applicable licensee is placed on any probationary, provisional, or other limited or conditional status.

c. Provider operates as a business and regularly makes its services available to other clients or the general public and has the customary means and requisites of conducting business.

d. Provider has and shall maintain for itself and for its therapists, whether employed or contracted, professional liability insurance in a minimum amount of \$1 million per claim and \$3 million aggregate; commercial general liability insurance in a minimum amount of \$1 million per occurrence; and automobile insurance (without an exclusion for business pursuits) in at least the amounts required

by statute with a company or companies rated at least A- by A.M. Best & Company. All insurance that is provided on a claims-made basis shall remain in force for no less than two years after the termination of this Agreement. Provider shall provide UTVA with a certificate of insurance evidencing all such coverage no later than the date on which this Agreement becomes effective and no less frequently than annually thereafter.

4. **Indemnification.** Provider shall indemnify, defend, and hold harmless UTVA and its employees, officers, directors, agents, representatives, affiliates, subsidiaries, assignees and licensees, from and against any claims, actions, damages, losses, costs, expenses (including reasonable attorneys' fees), judgments, settlements, and damages arising out of or resulting from Provider's performance of services under or breach of this Agreement.

5. **Ownership of Materials and Non-Exclusive License.** Provider retains all rights to any materials created or distributed by Provider pursuant to this Agreement. Provider hereby grants to UTVA a non-exclusive license to use, reproduce, distribute or create derivative works from any materials created or distributed by Provider pursuant to this Agreement internally within UTVA and between it and its affiliates, customers, contractors and others to the extent otherwise permitted or required by law.

6. **Independent Contractor.** Provider understands and agrees that Provider is acting and performing as an independent contractor at all times. Provider is expected to use Provider's own equipment, supplies, and tools unless specifically stated otherwise. Provider understands and agrees that it is not an agent or employee of UTVA by virtue of this Agreement. Provider will perform the requested services under the general direction of UTVA, but will determine, in its reasonable discretion, the manner and means by which the services are accomplished. As an independent contractor, Provider has the responsibility to file all tax returns required by law and assumes sole liability for taxes due on income earned pursuant to this Agreement. Provider acknowledges it is not entitled to any rights or benefits (including vacation, 401(k) and insurance) to which UTVA employees may be entitled. Provider agrees to indemnify, defend, and hold UTVA harmless from any liabilities, claims or actions relating to employment taxes or benefits. Provider understands and acknowledges upon signing this Agreement that UTVA will not supply any workers' compensation benefit required by any jurisdictions to anyone with independent contractor status and UTVA accepts no liability for Provider's general health.

7. **Confidential Information.** As used herein, the term "Confidential Information" means all information, in whatever form or medium, and whether or not designated or marked "CONFIDENTIAL," or the like, which (a) relate to the students of the School, or the products, services or business of UTVA and (i) which have not been disclosed by UTVA to the general public or (ii) which Provider knows or has good reason to know are not generally known to the general public; (b) are received by UTVA from a third party under an obligation of confidentiality to the third party; (c) are derived from the use or application of either of the foregoing; or (d) are created by UTVA during the term of this Agreement or are created by Provider pursuant to this Agreement. Provider acknowledges that the Confidential Information constitutes a valuable proprietary asset of UTVA, and that Provider shall not, as a result of any disclosure of Confidential Information by UTVA to Provider, obtain any right or license to any Confidential Information except as otherwise explicitly specifically provided for herein. Provider agrees that disclosure by UTVA of any Confidential Information is made in strictest confidence. Provider agrees that it will not at any time directly or indirectly disclose Confidential Information of UTVA to any person or entity outside of UTVA or make

any use of such Confidential Information in any way, commercially or otherwise, other than as is reasonably required to provide the Therapy Services. Provider agrees not to allow any unauthorized person access to Confidential Information and to take all action reasonably necessary and satisfactory to protect such Confidential Information.

8. **Student Data.** Provider acknowledges that during the engagement it will have access to and become acquainted with personally identifiable information about students at the School. In conjunction with signing this Agreement, the Parties shall sign the Data Confidentiality Addendum attached hereto, which addendum addresses, among other things, requirements and restrictions related to Provider's collection, use, storage, and sharing of personally identifiable student data.

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14. **Entire Agreement; Amendments; Survival.** This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof, and it may only be changed by a writing signed by authorized personnel of both Parties. Any prior or contemporaneous agreements, promises, negotiations, or representations are of no force or effect. It is specifically understood that paragraphs 3 through 8 of this Agreement survive the expiration or termination of this Agreement.

15. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable. If a court or arbitrator finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

16. **Dispute Resolution.** The Parties agree that except as set forth in this paragraph, they shall first attempt in good faith to settle any disputes arising out of or in connection with this Agreement,

including without limitation the validity, interpretation, performance and breach hereof, first through a process of mediation under the supervision of a mutually agreed upon mediator. If mediation fails, any dispute arising out of or relating to this Agreement including the breach, termination, or validity hereof shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association with an arbitration panel consisting of a single arbitrator. The Parties agree that an arbitration award ("Underlying Award") may be appealed pursuant to the American Arbitration Association's Optional Appellate Arbitration Rules ("Appellate Rules"); that any Underlying Award shall, at a minimum, be a reasoned award, and that the Underlying Award shall not be considered final until after the time for filing a notice of appeal pursuant to the Appellate Rules has expired. Appeals shall be initiated within thirty (30) days of receipt of an Underlying Award, as defined by Rule A-3 of the Appellate Rules, by filing a Notice of Appeal with the American Arbitration Association. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitration panel or, if applicable, a decision rendered under the Appellate Rules, may be entered by any court having jurisdiction thereof. The parties agree to arbitration in Salt Lake County, Utah and that the laws of Utah, without regard to its choice of law rules, shall apply. Notwithstanding any of the foregoing, Provider acknowledges that in the event Provider breaches any material provision of this Agreement, UTVA's interests could be irreparably injured and UTVA shall be entitled to enforce this Agreement by an injunction or other equitable relief without the necessity of posting bond or security, in addition to its right to seek monetary damages or any other remedy

IN WITNESS WHEREOF, the Parties, through their authorized representatives, hereto have signed this Agreement as of the Effective Date.

UTVA

By: _____

Name and Title: Meghan Merideth Executive Director, UTVA

Provider

By: _____

Name and Title: Shelley Jo Dula Owner

THERAPY SERVICES AGREEMENT

This Therapy Services Agreement ("Agreement") is made effective as of August 16th, 2023 ("Effective Date") between Utah Virtual Academy ("UTVA" or "School"), with its principal place of business at 4500 South 310 East Suite 620, Murray, Utah 84107, and

("Provider")	with its Principal Place of Business at
Surf and Ski Speech Therapy	1410 E Butler Ave SLC, UT 84102

- A. UTVA wants Provider to provide therapy services to the School and Provider wants to provide such services to the School.

Service Name	Service Delivery Type	Direct: Service Rate	Direct: No-Show or Cancellation Rate	Indirect: IEP Meeting	Indirect: Other IEP No-Show	Evaluation	Evaluation No-Show or Cancellation
Speech Therapy	Virtual	\$100.00 per hour	½ of scheduled session	\$100.00 flat fee	\$50.00 flat fee	\$350	\$100 flat fee
Technical Cancellation	Virtual	\$40.00 per session	Provider shall invoice UTVA for sessions due to technical issues if more than 50% of the scheduled session is unable to be delivered due to student technical issues. No other billing for the same session should be submitted when a technical cancellation is billed.				
Student Intros	Virtual	\$33.34	up to 20 minutes can be billed for new student intros billable as indirect parent contact within the first week of school; one third of hourly rate				

- B. Provider and UTVA desire to enter into this Agreement in order to document the terms of their agreement.

Agreement

Now, therefore, in consideration of the foregoing and the mutual covenants and promises of the Parties as provided herein, the Parties hereby agree to the following:

- Engagement.** Subject to the terms and conditions of this Agreement, UTVA hereby engages Provider to perform the therapy services set forth herein, and the Provider hereby accepts such engagement.
- Provider's Services, Compensation, and Other Duties.** Provider agrees to:

- a. Provider shall bill all services that are based on hourly rates in increments of 1 minute.
- b. Provider shall invoice UTVA for Direct Therapy Services. For purposes of this Agreement, Direct Therapy Services are services that a therapist of the Provider provides while directly interacting with a student of the School
- c. Provider shall invoice UTVA for Indirect Therapy Services related to Individualized Education Program (“IEP”) Meeting Attendance. For purposes of this Agreement, Indirect Therapy Services are only IEP Meeting Attendance. IEP Meeting Attendance is the only Indirect Therapy Service that may be invoiced to the School. Proof of attendance for IEP meeting is required via signature on IEP documentation.
- d. Provider shall invoice UTVA for no-shows and cancellations subject to all requirements of this paragraph.
- A “no-show” can be a therapy session or an IEP meeting or an evaluation that is missed by the student with no prior communication of cancellation to Provider by the student, family, K12, or UTVA. No-shows can only be invoiced if (a) the therapy session or IEP meeting or evaluation had been previously scheduled and (b) the Provider provides UTVA with enough documentation to verify that the family was notified of it at least 48 hours in advance of the scheduled time.
 - Cancellations can only be invoiced if a family cancels a scheduled therapy session or evaluation less than 24 hours before the scheduled session. If a family cancels a scheduled therapy session or Evaluation 24 hours or more in advance of the schedule session, the Provider shall not invoice UTVA.
- e. Provider shall send monthly invoices with detailed records of services rendered through the online Related Service Manager system (RSM), www.relatedservice.com. All undisputed invoices are payable thirty (30) days after receipt by UTVA, provided, however, that UTVA has received a completed W-9 from the Provider. UTVA is not obligated to pay for services that are in invoices that UTVA receives more than six (6) months after the service date or more than two months after the end of UTVA’s fiscal year (which ends June 30), whichever is earlier.
- f. Provider shall provide a copy of any records requested by UTVA or required by the State for the provision of the Therapy Services for students in the School including, but not limited to:
- Background checks completed at Provider’s expense;
 - Proof of current applicable certification/licensure;
 - Proof of active professional and/or automobile liability insurance policies; and
 - Completed W-9 form.
- g. Provider shall work closely with staff for the School and render Therapy Services in accordance with each student’s IEP or Section 504 or Service Plan.
- h. Provider shall perform all services in compliance with applicable law and any standard, ruling, regulation, or law of any governmental or accrediting agency responsible for administering or regulating the Provider and/or its therapists (whether employed or contracted).
- i. Provider shall use forms and/or systems made available by UTVA or its designee to submit progress notes, evaluations, updates to IEPs, and other requested information.
- j. Provider shall not provide any additional services outside of this Agreement, including services for a fee, to any students of UTVA.

3. **Provider's Representations and Warranties.** Provider represents and warrants that:

a. Provider has the right and ability to enter into this Agreement and to furnish the Therapy Services and that such Therapy Services will be performed in a timely, professional, and workmanlike manner in accordance with reasonable industry standards.

b. Provider or, if applicable, its employed or contracted therapists, is duly licensed in Utah to practice and to provide the services specified in this Agreement. Provider shall immediately notify UTVA if any applicable license is suspended or revoked or if any applicable licensee is placed on any probationary, provisional, or other limited or conditional status.

c. Provider operates as a business and regularly makes its services available to other clients or the general public and has the customary means and requisites of conducting business.

d. Provider has and shall maintain for itself and for its therapists, whether employed or contracted, professional liability insurance in a minimum amount of \$1 million per claim and \$3 million aggregate; commercial general liability insurance in a minimum amount of \$1 million per occurrence; and automobile insurance (without an exclusion for business pursuits) in at least the amounts required by statute with a company or companies rated at least A- by A.M. Best & Company. All insurance that is provided on a claims-made basis shall remain in force for no less than two years after the termination of this Agreement. Provider shall provide UTVA with a certificate of insurance evidencing all such coverage no later than the date on which this Agreement becomes effective and no less frequently than annually thereafter.

4. **Indemnification.** Provider shall indemnify, defend, and hold harmless UTVA and its employees, officers, directors, agents, representatives, affiliates, subsidiaries, assignees and licensees, from and against any claims, actions, damages, losses, costs, expenses (including reasonable attorneys' fees), judgments, settlements, and damages arising out of or resulting from Provider's performance of services under or breach of this Agreement.

5. **Ownership of Materials and Non-Exclusive License.** Provider retains all rights to any materials created or distributed by Provider pursuant to this Agreement. Provider hereby grants to UTVA a non-exclusive license to use, reproduce, distribute or create derivative works from any materials created or distributed by Provider pursuant to this Agreement internally within UTVA and between it and its affiliates, customers, contractors and others to the extent otherwise permitted or required by law.

6. **Independent Contractor.** Provider understands and agrees that Provider is acting and performing as an independent contractor at all times. Provider is expected to use Provider's own equipment, supplies, and tools unless specifically stated otherwise. Provider understands and agrees that it is not an agent or employee of UTVA by virtue of this Agreement. Provider will perform the requested services under the general direction of UTVA, but will determine, in its reasonable discretion, the manner and means by which the services are accomplished. As an independent contractor, Provider has the responsibility to file all tax returns required by law and assumes sole liability for taxes due on income earned pursuant to this Agreement. Provider acknowledges it is not entitled to any rights or benefits (including vacation, 401(k) and insurance) to which UTVA employees may be entitled. Provider agrees to indemnify, defend, and hold UTVA harmless from any liabilities, claims or actions relating to employment taxes or benefits. Provider understands and acknowledges upon signing this Agreement that UTVA will not supply any workers' compensation benefit required by any jurisdictions to anyone with independent contractor status and UTVA accepts no liability for Provider's general health.

7. **Confidential Information.** As used herein, the term "Confidential Information" means all information, in whatever form or medium, and whether or not designated or marked "CONFIDENTIAL,"

or the like, which (a) relate to the students of the School, or the products, services or business of UTVA and (i) which have not been disclosed by UTVA to the general public or (ii) which Provider knows or has good reason to know are not generally known to the general public; (b) are received by UTVA from a third party under an obligation of confidentiality to the third party; (c) are derived from the use or application of either of the foregoing; or (d) are created by UTVA during the term of this Agreement or are created by Provider pursuant to this Agreement. Provider acknowledges that the Confidential Information constitutes a valuable proprietary asset of UTVA, and that Provider shall not, as a result of any disclosure of Confidential Information by UTVA to Provider, obtain any right or license to any Confidential Information except as otherwise explicitly specifically provided for herein. Provider agrees that disclosure by UTVA of any Confidential Information is made in strictest confidence. Provider agrees that it will not at any time directly or indirectly disclose Confidential Information of UTVA to any person or entity outside of UTVA or make any use of such Confidential Information in any way, commercially or otherwise, other than as is reasonably required to provide the Therapy Services. Provider agrees not to allow any unauthorized person access to Confidential Information and to take all action reasonably necessary and satisfactory to protect such Confidential Information.

8. **Student Data.** Provider acknowledges that during the engagement it will have access to and become acquainted with personally identifiable information about students at the School. In conjunction with signing this Agreement, the Parties shall sign the Data Confidentiality Addendum attached hereto, which addendum addresses, among other things, requirements and restrictions related to Provider's collection, use, storage, and sharing of personally identifiable student data.
9. **Return of Records.** Upon expiration or termination of this Agreement, Provider shall deliver to UTVA all UTVA and School records, notes, and data that relate to the Therapy Services.
10. **Term and Termination.** This Agreement shall be for a term of one year beginning on the Effective Date. Either Party may terminate this Agreement at any time, with or without cause, effective upon notice to the other Party.
11. **Notices.** Notices shall be served by next-business day delivery by a reputable national carrier (which delivery shall be deemed to have been made on the date of delivery) or by certified mail with a return receipt requested (which delivery shall be deemed to have been made five days after mailing). Notices to UTVA shall be sent to UTVA at the address listed above. Notices served on the Provider shall be sent to the Provider at the address listed above. Either Party may change its address for notice by providing notice to the other Party.
12. **Assignment.** UTVA shall have the full and unencumbered right to assign any and all rights acquired by it hereunder and to delegate any and all duties hereunder, to any affiliate, subsidiary or licensee of UTVA. Provider may not assign any of its rights or delegate any of its duties under this Agreement without the prior written permission of UTVA. Any assignment by Provider without such permission shall be void from its beginning.
13. **Waiver of Contractual Right.** The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
14. **Entire Agreement; Amendments; Survival.** This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof, and it may only be changed by a writing signed by authorized personnel of both Parties. Any prior or contemporaneous agreements, promises, negotiations, or representations are of no force or effect. It is specifically understood that paragraphs 3 through 8 of this Agreement survive the expiration or termination of this Agreement.
15. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable, the

remaining provisions shall continue to be valid and enforceable. If a court or arbitrator finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

16. **Dispute Resolution.** The Parties agree that except as set forth in this paragraph, they shall first attempt in good faith to settle any disputes arising out of or in connection with this Agreement, including without limitation the validity, interpretation, performance and breach hereof, first through a process of mediation under the supervision of a mutually agreed upon mediator. If mediation fails, any dispute arising out of or relating to this Agreement including the breach, termination, or validity hereof shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association with an arbitration panel consisting of a single arbitrator. The Parties agree that an arbitration award ("Underlying Award") may be appealed pursuant to the American Arbitration Association's Optional Appellate Arbitration Rules ("Appellate Rules"); that any Underlying Award shall, at a minimum, be a reasoned award, and that the Underlying Award shall not be considered final until after the time for filing a notice of appeal pursuant to the Appellate Rules has expired. Appeals shall be initiated within thirty (30) days of receipt of an Underlying Award, as defined by Rule A-3 of the Appellate Rules, by filing a Notice of Appeal with the American Arbitration Association. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitration panel or, if applicable, a decision rendered under the Appellate Rules, may be entered by any court having jurisdiction thereof. The parties agree to arbitration in Salt Lake County, Utah and that the laws of Utah, without regard to its choice of law rules, shall apply. Notwithstanding any of the forgoing, Provider acknowledges that in the event Provider breaches any material provision of this Agreement, UTVA's interests could be irreparably injured and UTVA shall be entitled to enforce this Agreement by an injunction or other equitable relief without the necessity of posting bond or security, in addition to its right to seek monetary damages or any other remedy

IN WITNESS WHEREOF, the Parties, through their authorized representatives, hereto have signed this Agreement as of the Effective Date.

UTVA

By: _____
Name and Title: Meghan Merideth Executive Director, UTVA

Provider

By: _____
Erika Riddell Therapist/Owner

