

THERAPY SERVICES AGREEMENTS (2024-2025)

Providers:

- Boulder Consulting
- Charter School Therapy
- Comprehensive Psychological Services
- eLuma
- E-Therapy
- Bilingual Psychological Services, LLC
- Solas Psychological
- JBD Counseling and Consulting
- Kevin Knutson
- The LD Expert LLC
- Rocky Mountain University of Health Professions Foundation
- Abigail Scherzinger
- Shelley Jo Dula Consulting
- Surf and Ski Speech Therapy
- Rogue Behavior Services LLC
- Zion Psychology, LLC

THERAPY SERVICES AGREEMENT

This Therapy Services Agreement ("Agreement") is made effective as of August 14th, 2024 ("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 herby 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

Destry Balch

Therapist

THERAPY SERVICES AGREEMENT

This Therapy Services Agreement ("Agreement") is made effective as of August 14th, 2024 ("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:
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 - 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.

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

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UTVA

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

Provider

By: _____
Name and Title: Diane Peake Owner

THERAPY SERVICES AGREEMENT

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("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

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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.
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 - 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 bylaw.

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 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: Steven Szykula owner/psychologist

THERAPY SERVICES AGREEMENT

This Therapy Services Agreement (“Agreement”) is made effective as of August 14th, 2024 (“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	\$104 per hour	½ of scheduled session	\$104 flat rate	\$52.00 flat rate	\$420.00 flat rate	\$150.00 flat rate
Counseling	Virtual	\$104 per hour	½ of scheduled session	\$104 flat rate	\$52.00 flat rate	N/A	N/A
Physical Therapy	Virtual	\$104 per hour	½ of scheduled session	\$104 flat rate	\$52.00 flat rate	N/A	N/A
Occupational Therapy	Virtual	\$104 per hour	½ of scheduled session	\$104 flat rate	\$52.00 flat rate	\$420.00 flat rate	\$150.00 flat rate
Screening for Speech, PT, or OT	Virtual	\$91.35 per screening	½ of scheduled session	\$91.35 flat rate	\$45.67 flat rate	NA	NA
Psychological Evaluations	Virtual	\$1800 flat rate	NA	NA	NA	\$1800 flat rate	If within 24 hours, 100% charge. If given more than 24 hours, it's no charge.

Technical Cancellation	Virtual	\$52.00 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	\$34.67	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
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

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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.

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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: John Higbee eLuma School Partnerships

THERAPY SERVICES AGREEMENT

This Therapy Services Agreement ("Agreement") is made effective as of August 14th, 2024 ("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	\$113.00 per hour	½ of scheduled session	\$113.00 flat fee	\$56.50 flat fee	\$325.00 flat fee	\$162.50 flat fee
Occupational Therapy	virtual	\$113.00 per hour	½ of scheduled session	\$113.00 flat fee	\$56.50 flat fee	\$325.00 flat fee	\$162.50 flat fee
Physical Therapy	virtual	\$113.00 per hour	½ of scheduled session	\$113.00 flat fee	\$56.50 flat fee	\$325.00 flat fee	\$162.50 flat fee
Counseling	virtual	\$113.00 per hour	½ of scheduled session	\$113.00 flat fee	\$56.50 flat fee	\$325.00 flat fee	\$162.50 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 - \$37.67	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.
 - 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.
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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.

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 EffectiveDate. 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: Liz Stafford Ajello CEO

THERAPY SERVICES AGREEMENT

This Therapy Services Agreement ("Agreement") is made effective as of August 14th, 2024 ("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:

- 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.

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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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

This Therapy Services Agreement ("Agreement") is made effective as of August 14th, 2024 ("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
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
Full Individual Init-Evaluation	Face to Face	N/A	N/A	\$145.00 per hour	\$145.00 flat fee	\$145.00 per hour	\$145.00 flat fee
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Mileage/Travel - \$145.00 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.					

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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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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.

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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.

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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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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: Ryan Houston Ph.D.

THERAPY SERVICES AGREEMENT

This Therapy Services Agreement (“Agreement”) is made effective as of August 14th, 2024 (“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
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
Counseling	Virtual	\$130.00 per hour	½ of scheduled session	\$130.00 flat fee	\$65 flat fee	N/A	N/A
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:

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.

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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 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: _____

Kristal James

Owner

Name and Title:

16.

THERAPY SERVICES AGREEMENT

This Therapy Services Agreement ("Agreement") is made effective as of August 14th, 2024 ("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.
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 - 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.
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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.

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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, UTV

Provider

By: _____

Name and Title: Kevin Knutson Owner

THERAPY SERVICES
AGREEMENT

This Therapy Services Agreement (“Agreement”) is made effective as of August 14th, 2024 (“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
The LD Expert LLC	706 Mesa Rdg, San Antonio, Texas, 78258

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	\$110 per hour	½ of scheduled session	\$110 flat rate	\$55.00 flat rate	\$330.00 flat rate	\$165.00 flat rate
Occupational Therapy	Virtual	\$110 per hour	½ of scheduled session	\$110 flat rate	\$55.00 flat rate	\$330.00 flat rate	\$165.00 flat rate
Screening for Speech or OT	Virtual	\$110 per screenin g	½ of scheduled session	\$110 flat rate	\$55 flat rate	NA	NA
Technical Cancellation	Virtual	\$55.00 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	\$36.67	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				

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.

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

DocuSigned by:

 7CA13C4A323F441...

Name and Title:

Meghan Merideth

Executive Director, UTVA

Provider

By:

Signed by:


 5A619822FEF3477...

Name and Title:

Chelsea DiMarzio

Co-Owner The LD Expert LLC

By:

Signed by:

 CDC8D566130B46F...

Name and Title:

Stephanie Tsapakis

Co-Owner The LD Expert LLC

THERAPY SERVICES AGREEMENT

This Therapy Services Agreement (“Agreement”) is made effective as of August 14th, 2024 (“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 Foundation	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
Treatment for Speech-Language AAC Active Client	Virtual or F2F	\$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

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
Teacher/ Parent/ Aide Inservice billed per hour. General topics related to AAC, not student specific	Virtual or F2F	\$100 per hour of in-service	NA	NA

Client consult - child who has a system, but staff needs more support to integrate device	Virtual	\$75.00 per hour of in-service	NA	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.
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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.

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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.

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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.

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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UTVA

By: _____

Name and Title: Meghan Merideth Executive Director, UTV

Provider

By: _____

Name and Title: Farley Sowards Clinic Coordinator

THERAPY SERVICES AGREEMENT

This Therapy Services Agreement ("Agreement") is made effective as of August 14 , 2024 ("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
Abigail Scherzinger	1195 W 8680 S West Jordan, UT 84088

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
Medical History	Virtual or F2F in office	\$40.00 per hour	NA	NA	NA
Vision/Hearing Screening	F2F in office	\$40.00 per hour	\$20.00 per hour	NA	NA

- 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.
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- 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.
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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).

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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: School Nurse

THERAPY SERVICES AGREEMENT

This Therapy Services Agreement ("Agreement") is made effective as of August 14th, 2024 ("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.

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

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: _____

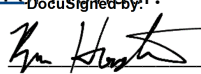
Name and Title: Shelley Jo Dula Owner

THERAPY SERVICES AGREEMENT
CONTRACT AMENDMENT – IN-HOME SERVICES

This Amendment is entered into between Utah Virtual Academy (“UTVA”) and Solas Psychological (“Provider”) as of the date on which it bears the authorized signatures of both parties and is intended to amend only the terms and conditions of the Therapy Services Agreement (“Original Agreement”) entered into effective on or about August 14th, 2024.

1. Paragraph 1.a. of the Original Agreement is modified to permit services to be provided at an individual student’s home but only under the following limited circumstances:
- a. The Executive Director of Utah Virtual Academy has authorized in writing (which writing can include e-mail) that services can be provided at the student’s home; and
 - b. The parent, legal guardian or learning coach of the student remains in the home while the services are provided at the home.
2. All other terms, conditions and provisions of the Original Agreement remain in full force and effect.

For UTVA:
 (signature)
7CA13C4A323F441...
Executive Director (title)
9/17/2024 (date)

For Provider:
 (signature)
C6CDF32BAA9247D...
Dr. (title)
9/14/2024 (date)

THERAPY SERVICES AGREEMENT

This Therapy Services Agreement ("Agreement") is made effective as of August 14th, 2024 ("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 flat fee	\$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

Contract for School Counseling Services

This Contract ("Contract") is made and entered into on this date, June 18, 2024 by and between:

Rogue Behavior Services LLC

Address: 3950 West 4100 South, West Haven, Utah 84401
("Provider")

And

Utah Virtual Academy (UTVA)

Address: 310 East 4500 South #620, Murray, Utah 84107
("Client")

WHEREAS, the Client desires to obtain school counseling services for its students; and

WHEREAS, the Provider is a licensed and qualified provider of school counseling services;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. Services to be Provided

1.1 The Provider agrees to provide a licensed social worker to deliver school counseling services to students of the Client.

1.2 Services will be delivered virtually using a mutually agreed-upon platform.

2. Compensation

2.1 The Client agrees to pay the Provider \$26 per 15-minute unit of counseling services provided.

2.2 The Provider will submit invoices to the Client on a semi-monthly basis, detailing the number of units provided and the total amount due.

2.3 The Client agrees to pay the invoices within 30 days of receipt.

3. Term of Contract

3.1 This Contract shall commence on August 14, 2024 and shall continue until May 23, 2025, unless terminated earlier in accordance with the provisions of this Contract.

4. Termination

4.1 Either party may terminate this Contract by providing 30 days written notice to the other party.

4.2 In the event of a breach of this Contract by either party, the non-breaching party may terminate the Contract immediately upon written notice to the breaching party.

5. Confidentiality

5.1 The Provider agrees to maintain the confidentiality of all student information in accordance with applicable laws and regulations, including but not limited to the Family Educational Rights and Privacy Act (FERPA).

6. Independent Contractor Status

6.1 The Provider shall perform all services under this Contract as an independent contractor and not as an employee of the Client.

6.2 Nothing in this Contract shall be construed to create a partnership, joint venture, or employer-employee relationship between the parties.

7. Insurance

7.1 The Provider agrees to maintain professional liability insurance in an amount not less than \$1,000,000 per occurrence.

7.2 The Provider shall provide proof of such insurance to the Client upon request.

8. Indemnification

8.1 The Provider agrees to indemnify and hold harmless the Client, its officers, agents, and employees from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (including reasonable attorney's fees) which arise out of or relate to the Provider's performance of services under this Contract.

9. Governing Law

9.1 This Contract shall be governed by and construed in accordance with the laws of the State of Utah.

10. Entire Agreement

10.1 This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter.

11. Amendments

11.1 This Contract may be amended only by a written agreement signed by both parties.

12. Notices

12.1 Any notices required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally or mailed by certified or registered mail, return receipt requested, to the addresses of the parties as set forth above.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.



June 18, 2024

For Rogue Behavior Services LLC

Date

Name: Jesse Yarger

Title: Owner / CEO

For Utah Virtual Academy (UTVA)

Date

Name:

Title:

THERAPY SERVICES AGREEMENT

This Therapy Services Agreement ("Agreement") is made effective as of August 14th, 2024 ("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
Zion Psychology, LLC	PO Box 714 Hurricane, UT 84737

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	\$145.00 per hour	\$145.00 flat fee	\$145.00 per hour	\$145.00 flat fee
Full Individual Re-Evaluation	Face to Face	N/A	N/A	\$145.00 per hour	\$145.00 flat fee	\$145.00 per hour	\$145.00 flat fee
Mileage/Travel - \$145.00 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

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.

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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: Morgan Christensen Ph.D.