

THERAPY SERVICES AGREEMENT

This Therapy Services Agreement (“Agreement”) is made effective as of March 20, 2022 (“Effective Date”) between K12 Virtual Schools LLC (“K12”), a Delaware limited liability company, with its principal place of business at 2300 Corporate Park Drive, Herndon, VA 20171 and PROVIDER (“Provider”), a(n) Georgia Limited Liability Company (LLC) having a principal place of business at 123 Future Way, , Anywhere, USA 12345 (each is a “Party,” and collectively, the “Parties”). Capitalized terms shall have the meaning set forth herein or in the applicable Addendum incorporated into this Agreement.

For the consideration provided herein, the Parties hereby agree to the following:

1. Therapy Services. Provider agrees to:

- a. Provide the Therapy Services, at the Rates and Charges for students who are authorized by K12 to receive the Therapy Services and are enrolled in School, which is located in the State, all as set forth in an Addendum to this Agreement that has been signed by an authorized representative of both Parties. All Therapy Services that are not provided virtually will be provided at the Provider’s offices, a facility leased by or for the use of the School, or a public setting where other persons are typically present (such as a library).
- b. The Therapy Services will include, at the request of K12:
 - i. consultation and collaboration with each student’s teachers, parents and authorized K12 or School personnel on an as-needed basis as determined by the therapist in his or her reasonable discretion;
 - ii. pre and post-assessments;
 - iii. intervention services;
 - iv. maintenance of adequate documentation of all services provided, including without limitation, initial and periodic evaluations, recommended service plan, and responsiveness to services;
 - v. participation in applicable meetings, including, but not limited to:
 - a. individualized education planning meetings, as requested by K12,
 - b. preparation and submission of quarterly progress reports, and
 - c. establishment of new educational therapy goals on an annual basis, or as requested
- c. Provider shall:
 - i. Provide a copy of any records requested by K12 or required by the State for the provision of the Therapy Services for students in the School including, but not limited to:
 - a. checks completed at Provider’s expense
 - b. proof of current applicable certification/licensure, and
 - c. a completed W-9 form, as set forth in Section 1.e. of this Agreement and a certificate of insurance, as set forth in Section 2.d. of this Agreement.
 - ii. Work closely with staff for the School and render Therapy Services in accordance with each student’s Individualized Education Program (“IEP”), or Section 504 or Service Plan.
 - iii. Send monthly invoices with detailed records of services rendered (must include - at a minimum — date of service, minutes of service by day, type of service, child’s name) to K12 via K12’s designated online system. All undisputed invoices are payable forty-five days after receipt by K12; provided, however, that K12 has received a completed W-9 form from Provider.
 - iv. Perform all services in compliance with 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).
 - v. Use forms and/or systems made available by K12 or its designee to submit progress notes, evaluations, updates to IEPs and other requested information.
- d. Public Health Emergencies. Provider acknowledges a pandemic associated with transmissible infectious disease has affected the United States and further acknowledges the effects of a pandemic or

other public health emergencies may occur during the term of this Agreement. Provider shall make all necessary changes to services to comply with all federal, state and local laws and regulations, including executive orders, regarding pandemics and any other public health emergencies. Provider will promptly inform K12 of exposure of any personnel to transmissible infectious disease and will comply with any and all directions regarding K12's safety procedures which may include wearing masks when in close contact with students, and when possible remaining at a specified distance away from students during face-to-face therapy services .

2. Representations and Warranty. Provider represents and warrants that:
 - a. Provider has the right and ability to enter into this Agreement and to furnish the Therapy Services and such Therapy Services will be performed in a professional and workmanlike manner in accordance with reasonable industry standards.
 - b. Provider or, if applicable, its employed or contracted therapists is duly licensed in the State to practice and to provide the services specified. Provider shall immediately notify K12 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 will provide K12 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.
 - e. Provider agrees to indemnify, and hold K12, its affiliates, subsidiaries, assignees and licensees, harmless from and against any losses, costs, expenses (including reasonable attorney's fees), judgment, settlements, and damages resulting from any claim or action arising out of Provider's breach of any term of this Agreement.
3. Ownership; Independent Provider. Provider retains all rights to any materials created or distributed by Provider pursuant to this agreement. Provider hereby grants to K12 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 K12 and between it and its affiliates, customers, contractors and others to the extent otherwise permitted or required by law. Provider understands and agrees that the 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 K12 by virtue of this Agreement. Provider will perform the requested services under the general direction of K12, 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 K12 employees may be entitled. Provider agrees to indemnify and hold K12 harmless from any liabilities, claims or actions relating to employment taxes or benefits. Provider understands and acknowledges upon signing this Agreement that K12 will not supply any workers' compensation benefit required by any jurisdictions to anyone with independent contractor status and K12 accepts no

liability for Provider's general health.

4. Confidential Information and FERPA.

- a. **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 K12 and (i) which have not been disclosed by K12 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 K12 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 K12 during the term of this Agreement or are created by Provider pursuant to this Agreement. Provider acknowledges that the confidential Information constitute a valuable proprietary asset of K12, and that Provider shall not, as a result of any disclosure of Confidential Information by K12 to Provider, obtain any right or license to any Confidential Information except as otherwise explicitly specifically provided for herein. Provider agrees that disclosure by K12 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 K12 to any person or entity outside of K12 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.
- b. **FERPA.** Any personally identifiable information about any student which is disclosed to Provider pursuant to this Agreement, shall be used solely for the stated purposes of the disclosure to fulfill obligations under this Agreement and shall not be redisclosed to any other party except to persons working for or on behalf of the School who need the information to perform their professional responsibilities to the School. Any other redisclosure of such information by Provider may result in the termination of Provider's access to such information for a minimum period of five (5) years from the date of the improper redisclosure.
- c. **Return of Records.** Upon expiration or termination of this Agreement, Provider shall deliver to K12 all K12 and School records, notes and data that relate to the Therapy Services.

5. Term and Termination. This Agreement shall be for a term of one year beginning on the Effective Date. The Agreement will automatically renew for successive periods of one year each unless either Party gives written notice of non-renewal at least 60 days before expiration of the then-current term. Either Party may terminate this Agreement upon thirty days' notice of material breach of this Agreement if the other Party has not cured such breach within the thirty day period.

6. Notices. Notices will 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 K12 will be sent to K12, Attn: Executive Vice President for School Services, at the address listed above, and with a copy to the General Counsel at the same address. Notices served on the Provider will be sent to the Provider at the address listed above or at the following email address: {Provider email}. Either Party may change its address for notice by providing notice to the other Party.

7. Assignment. K12 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 K12. Provider may not assign any of its rights or delegate any of its duties under this Agreement without the prior written permission of K12. Any assignment by Provider without such permission shall be void from its beginning.

8. 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.
9. Entire Agreement; Amendments; Survival. This contract 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 the terms of sections 2.e., 3, and 4 survive the expiration or termination of this Agreement.
10. 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.
11. Disputes. The Parties agree that except as set forth in this Section, they will 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 in Fairfax County, Virginia 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 the 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 must 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 any 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 Fairfax County, Virginia and that the laws of the Commonwealth of Virginia, without regard to its choice of law rules, shall apply. Notwithstanding any of the forgoing, Provider acknowledges that in the event Provider breaches any provision contained in Sections 3 or 4 of this Agreement, K12's interests could be irreparably injured and K12 will 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, have signed this Agreement as of the day, month and year first above written.

K12 Virtual Schools LLC

PROVIDER

Signature:

Signature:

Printed Name: Kevin Chavous

Printed Name: **SIGNER**

Title: President

Title: