



## AGREEMENT FOR CONSULTATION SERVICES

This Agreement for Consulting (Contracting) Services ("Agreement"), made and entered into this first day of **August 1, 2021**, by Children's Therapy Network, Inc., hereinafter called ("Contractor" or "CTN") and **Santa Barbara Unified School District - SBUSD** ("Client").

### RECITALS:

Whereas, CTN is specifically skilled, trained, experienced, and competent to render the services and advice described in Article I of this agreement and Client require these services and advice, and whereas Client has a need for such specialized services; now therefore Client and CTN mutually agree as follows:

- A. Services to be provided by CTN: CTN will render the services described below:
- a. CTN shall perform evaluations, therapy, advisory, and consulting services in Speech Language Therapy, Physical Therapy, Occupational Therapy, Recreational Therapy, Behavioral Therapy, Adaptive Physical Education, and Parent Education classes. In order to offer quality and abundant professional services, CTN may use licensed therapy assistants, with the permission of the Client. CTN will provide only services requested by the Client. CTN will provide services for Client's students with such needs according to the students' Individualized Education Plan ("IEP") which shall be provided by Client to CTN. CTN and Client agree to coordinate scheduling and reporting so that CTN can attend any and all scheduled meetings in regard to the Client's students and can participate in any report pertaining to any of the services provided by CTN.
  - b. CTN will perform said services in their own way and as an independent contractor in the pursuit of their independent calling and not as an employee of Client, and shall determine the means or manner by which such result is to be accomplished.
  - c. If CTN is a regular employee of a public entity, all services which CTN renders under this Agreement will be performed at times other than CTN's regular assigned work day and said entity, or during periods of vacation or leave of absence from said entity.
  - d. This Agreement does not obligate the Client to utilize any or all of the services provided by CTN. Service provisions are on an as needed and requested basis only. See below for details.
- B. Terms of Agreement
- a. This Agreement shall be for a period of **12** months beginning **August 1 2021** through **July 31, 2022**, which includes the extended school year time.
  - b. Extension of this contract can be granted to allow for Extended School Year, and/or past the termination of this contract if mutually agreed upon by both parties.
- C. Services to be provided by Client
- a. Client will prepare and furnish to CTN upon request such information as is reasonably requested by CTN and necessary to the performance of CTN's work under this Agreement. Such information can be provided electronically, hard copy, or granting CTN access to Client's Student Services System (ex: SIRIUS, SEIS, etc.) The list requires, but is not limited to the following:
    - 1. Signed and most Current and complete IEP, including all goals;
    - 2. Signed Assessment Plan if requesting an assessment
    - 3. Medical history or most recent evaluation;

4. Current grade level;
5. Case manager contact information;
6. Teacher's name and contact information;
7. Parent name and contact information;
8. School Location;
9. Service Location.
10. ISA or PO as a promise to pay.

**D. CTN's Fee and Payment Thereof**

- a. Client will pay CTN for services rendered under this Agreement the amount or amounts set forth below on the payment terms set forth below: See attached Rate Sheet
  1. Individual treatment
    - a. IN PERSON **\$130.00** per discipline service, per hour, per student
    - b. VIRTUAL **\$115.00** per discipline service, per hour, per student.
  2. Group treatment (2-4 students)
    - a. IN PERSON **\$95.00** per discipline, per hour, per student.
    - b. VIRTUAL **\$85.00** per discipline, per hour, per student.
  3. Evaluation (In-person and Virtual) a fee rate of **\$ 500.00** per discipline service. Evaluations will include standardized testing, observation of the student, interviews of personnel, and a written report CTN will provide quarterly progress updates to meet school report card compliance at the rate of **\$130.00** per hour billed as IEP time. CTN utilizes standardized and valid testing protocols, clinical observation, and interview of education/care providers. Virtual assessments are considered reliable.
  4. CTN's fees shall be paid monthly on a **30-day** net, by Client upon receipt of an invoice each month detailing the fees incurred for the previous month.
    - a. Late Fees will be added at **5%** for every week the invoice is overdue past 30 days net
    - b. In the event that payment for services rendered are 60 days past due, CTN reserves the right to discontinue all services effective immediately until all monies owed are paid in full
    - c. Invoices will be provided on a weekly, bi-monthly, or monthly basis per the Client's request.
    - d. Invoices may include one or all of the following per the Client's request.
      - i. Master summary of all students and total treatment time rendered on a monthly basis.
      - ii. An Itemized invoice which indicates date, time of service, total time rendered, and service discipline.
      - iii. Treatment notes upon request.
      - iv. Signed Service Logs upon request
  5. Attendance to IEP meetings either in person or telecommunication will be paid at the hourly rate of **\$130.00** in person, and **\$115.00** for virtual attendance. .
  6. Administrative time will be paid at the hourly rate of **\$115.50** for any additionally requested services, such as consultations, and including, but not limited to observations of students, staff training, report writing other than an evaluation request, and administrative duties that the school requests from CTN outside of the normal IEP duties.
  7. All services rendered by CTN must be in accordance with the student's Special Education referral or IEP. Client will provide CTN with the most recent IEP, Compensatory or Addendums to the IEP supporting documentation to assist CTN in providing the prescribed therapy.
  8. No Show or Cancellation will be paid at the rate of **\$130.00** per billable hour per student (unless group rate applies) when the school, family or student fails to notify the therapist with less than 24 hours of absence from regularly scheduled and/or prior confirmed sessions. This acts as a safeguard to both CTN and Client to show good faith that services were offered as mandated by the IEP and fairly compensates the therapist for their time.
  9. Compensatory services must be approved by the Special Education Department prior to being rendered to be eligible for payment, with no exceptions. Compensatory services will only be approved for services that are included in the student's IEP or referral and that were not provided due to administrator error or unavailability. Compensatory services will not be issued when a student fails to take advantage of a service as offered.
  10. Drive time: Client agrees to pay the hourly fee of **\$130.00** for drive time for CTN therapists to commute to and from CTN office to the school location when the location of student is more than 10 miles from a CTN office. Expectations may be made on the basis of where a CTN therapist lives.

11. Mileage: Client shall pay .59 cents per mile driven to serve Client's students when location of student is more than 10 miles from a CTN office.

E. Failure to Provide Satisfactory Service, Abandonment of Project, Cancellation of Agreement

- a. If, at any time during the performance of this Agreement, Client determines, in Client's sole discretion, that CTN's services are no longer needed, Client shall have the right to suspend indefinitely or terminate the work to be performed under this Agreement, and terminate the performance of CTN's service hereunder on thirty (30) days notice. In the event of such cancellation, Client shall give written notice to CTN of its intention to cancel thirty (30) days in advance of the effective date of the cancellation. If a Client fails to pay for services as agreed, CTN may cancel its services at any time at its discretion without notice to the Client. If CTN is unable or unwilling to perform any of the services set forth in the IEP, or any services required under this Agreement, whether for safety or other reasons that would make it difficult or impossible for CTN to perform, CTN shall have the absolute right, in its sole discretion, to terminate this Agreement. If CTN is unable to perform services as agreed herein, Client shall have the right to cancel this Agreement without 30 days advance notice. In the event either party desires to cancel this Agreement, each party agrees to notify the other of their intent to cancel and attempt to work out any issues prior to cancellation. Any notice of cancellation shall be given in writing to the other party at their address set forth above their signature line at the end of this Agreement. If no address is stated, the notice shall be given at the last known address.
- b. If the cancellation is the result of Client's decision to suspend indefinitely or abandon the work under this Agreement, Client shall be obligated to pay CTN only for those services performed by CTN through the effective date of termination.
- c. In the event of a Client's failure to pay an invoice past 60 days net of the invoice date, CTN shall have the right to suspend services or terminate this agreement immediately .

6. Hold Harmless

- a. CTN hereby agrees to indemnify, defend and hold harmless Client and its departments, agencies, officers or employees ("CLIENT Indemnitees") from all sums which Client or any of the Client Indemnitees may be obligated to pay by reason of any liability imposed upon them for damages arising out of the performance of the services rendered by CTN and caused by error, omission, or act of CTN or any person employed by it or of any others for whose acts CTN is legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation and reasonable attorney's fees.
- d. Client hereby agrees to indemnify, defend and hold harmless CTN and its officers, directors, shareholders, employees, agents and attorneys ("CTN Indemnitees") from all sums which CTN or any of the CTN Indemnitees may be obligated to pay by reason of any loss, cost, expense, damage or liability imposed upon CTN or any CTN Indemnitees arising out of any act or omission of Client or any person employed by Client or of any others for whose acts Client is legally liable whether occurring while at any Client premises or for any reason having to do with this Agreement or the services to be performed hereunder. Said sums shall include, but shall not be limited to, court costs, expenses, expert fees and expenses and attorney's fees and expenses.

7. Miscellaneous

- a. Insurance – CTN shall maintain professional liability and Malpractice insurance in the amount of at least \$1,000,000.00 covering CTN and the practice. CTN shall provide a Certification of Insurance evidence public liability and malpractice coverage, and shall maintain such coverage throughout the term of this Agreement. In the event any coverage required by this Agreement is cancelled for any reason the Client shall be given thirty (30) days notice of such cancellation from either the insurer, CTN, or both.

- b. CTN will maintain workers compensation insurance for all therapists providing services to clients, as deemed appropriate by workers compensation regulations.
- c. CTN will maintain proper and up to date for each therapist providing services to Client:
  - 1. Professional Licenses.
  - 2. Tuberculosis testing.
  - 3. CPR certifications.
  - 4. Fingerprinting
  - 5. Criminal background checks
  - 6. Behavioral Modification Certification
- d. CTN will maintain an up to date and current Non-Public Agency Certificate.
- e. CTN will maintain compliance with (Health Insurance Portability and Accountability Act)- HIPAA and (Family Educational Rights and Privacy Act) FERPA requirements.
- f. This Agreement is drafted by both parties and shall not be construed against either party as the drafter of this Agreement or any provision of this Agreement.
- g. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and expenses.
- h. Time is of the essence with respect to the various provisions of this Agreement.
- i. This Agreement may not be amended except in writing signed by both parties to this Agreement.
- j. This Agreement contains all of the agreements with respect to the subject matter of this Agreement and supersedes any prior written or verbal agreement with respect to the subject matter of this Agreement.
- k. Any notices to be given under this Agreement shall be in writing and shall be delivered to the respective parties to this Agreement at the address set forth below before their respective signatures on this Agreement. If no address is written below, notice may be given at the last known address of the recipient. All notice shall be delivered either by personal delivery, overnight courier or U.S. Mail, return receipt requested. Any notice delivered by personal delivery or with signature by the person to whom delivered, shall be deemed delivered on the day delivered. Any notice delivered by U.S. mail shall be deemed delivered three days after placed in the U.S. mail.

8. Special Provisions

- a. CTN shall comply with all federal, state and local laws and ordinances applicable to such work.

b. This Agreement may be amended by the mutual written consent of the parties evidenced by their respective signatures.

**Contractor:**

Children's Therapy Network Inc.  
DBA Cooperative Therapy Network

1857 Knoll Dr.                      or                      810 Lawrence Dr.  
Ventura Ca 93003                      Newbury Park, Ca 91320  
Phone: 805-667-8200  
Fax: 805-667-8201

*C Woods-Pierce DPT, PT, CEO*  
Contractor Signature and Title

Dr. Cassie Woods-Pierce DPT, PT, CEO  
Print Name and Title

05/14/2021  
Date:

**Agency/Client Name:**

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

\_\_\_\_\_  
Agency Signature and Title

\_\_\_\_\_  
Print Name and Title:

\_\_\_\_\_  
Date: