



Accel Therapies
P: (208) 358-8107 | F: (949) 396-1242
info@acceltherapies.com
www.acceltherapies.com

**AGREEMENT TO PROVIDE
BEHAVIORAL INTERVENTION SERVICES
BETWEEN
IDAHO ARTS CHARTER SCHOOL, INC.
AND
ACCEL THERAPIES INC.**

THIS SCHOOL-BASED SERVICES AGREEMENT (this “**Agreement**”), is made and entered into as of March 4th, 2021, by and among Accel Therapies Inc., a California Corporation (the “**Service Provider**”) and Idaho Arts Charter School, Inc., an Idaho Corporation (the “**School**”).

WHEREAS, the SERVICE PROVIDER employs personnel who are qualified to provide behavioral intervention services (the “**Services**”), in the State of Idaho; and

WHEREAS, the SCHOOL is in need of SERVICES for eligible students; and

WHEREAS, the SERVICE PROVIDER and SCHOOL desire to enter into a service agreement whereby the SERVICE PROVIDER shall furnish the following described SERVICES upon the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is understood and agreed as follows:

1. The SERVICE PROVIDER shall provide SERVICES to eligible students. The SERVICE PROVIDER and the Executive Director, or her designee, for the SCHOOL shall determine the schedule of days, hours, and location(s) for services performed in accordance with this Agreement.
2. The SERVICE PROVIDER shall provide SERVICES set forth in Schedule “A” attached hereto and made a part hereof.
3. The SCHOOL shall perform the administrative functions set forth in Schedule “B” attached hereto. The SCHOOL shall provide equipment and services as agreed upon by the SERVICE PROVIDER and the SCHOOL and listed in Schedule “B” attached hereto.
4. The SERVICE PROVIDER shall ensure that each employee is eligible by the State of Idaho in the performance of the services provided herein during the term of this Agreement.
5. Employees of the SERVICE PROVIDER shall not provide independent, third-party services to any students of the SCHOOL receiving services under the terms of this Agreement unless such therapy services have been mutually agreed to by the SCHOOL and the SERVICE PROVIDER.



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6. The term of this Agreement shall commence as of March 4th, 2021 and expire on March 31st, 2022, unless sooner terminated as hereinafter provided.
7. SERVICES provided by the SERVICE PROVIDER for the SCHOOL shall be compensated at the rates described in Schedule "A" attached hereto. A monthly activity statement of services rendered for the prior month by the SERVICE PROVIDER shall be submitted to the SCHOOL by the fifth (5th) day of each month by electronic mail. The SCHOOL will make payments to the SERVICE PROVIDER within ten (10) calendar days from the date of receipt of the SERVICE PROVIDER's statement.
8. SERVICE PROVIDER may assign one or multiple employees for each student of the SCHOOL that SERVICE PROVIDER serves.
9. This Agreement shall be construed for all purposes under the laws of the State of Idaho and may not be changed, modified, altered, or amended except by a written instrument signed by both parties to this Agreement. If any provision of this Agreement is declared void, such provision shall be deemed severed so that all of the remaining terms and conditions of this Agreement shall otherwise remain in full force and effect.
10. Any claim or controversy that arises out of or relates to this Agreement, or the breach of it, shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered may be entered in any court with jurisdiction.
11. The SERVICE PROVIDER makes no representations or warranties, express or implied, in respect of the Services to be provided by it hereunder.
12. Neither the SERVICE PROVIDER nor any of its officers, directors, managers, principals, stockholders, partners, members, employees, agents, representatives and Affiliates (each a "Related Party" and, collectively, the "Related Parties") shall be liable to the SCHOOL or any of its Affiliates for any loss, liability, damage or expense arising out of or in connection with the performance of any Services contemplated by this Agreement, unless such loss, liability, damage or expense shall be proven to result directly from the willful misconduct of such person. In no event will the SERVICE PROVIDER or any of its Related Parties be liable to the SCHOOL for special, indirect, punitive or consequential damages, including, without limitation, loss of profits or lost business, even if SERVICE PROVIDER has been advised of the possibility of such damages. Under no circumstances will the liability of SERVICE PROVIDER and Related Parties exceed, in the aggregate, the fees actually paid to the SERVICE PROVIDER hereunder.
13. The SCHOOL shall indemnify and hold harmless the SERVICE PROVIDER and each of its Related Parties (each, an "Indemnified Party") from and against any and all losses, claims, actions, damages and liabilities, joint or several, to which such Indemnified Party may become subject under any applicable statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment or decree, made by any third party or otherwise, relating to or arising out of the Services or other matters referred to



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in or contemplated by this Agreement or the engagement of such Indemnified Party pursuant to, and the performance by such Indemnified Party, of the Services or other matters referred to or contemplated by this Agreement, and the SCHOOL will reimburse any Indemnified Party for all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) as they are incurred in connection with the investigation of, preparation for or defense of any pending or threatening claim, or any action or proceeding arising therefrom, whether or not such Indemnified Party is a party thereto. The SCHOOL will not be liable under the foregoing indemnification provision to the extent that any loss, claim, damage, liability, cost or expense is determined by a court, in a final judgment from which no further appeal may be taken, to have resulted solely from the willful misconduct of such Indemnified Party. The reimbursement and indemnity obligations of the SCHOOL, under this Section shall be in addition to any liability which the SCHOOL may otherwise have, shall extend upon the same terms and conditions to any Affiliate of the SERVICE PROVIDER and any Related Party or controlling persons (if any), as the case may be, of the SERVICE PROVIDER and any such Affiliate and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the SCHOOL, the SERVICE PROVIDER, any such Affiliate and any such Related Party or other person. The provisions of this Section shall survive the termination of this Agreement.

14. The failure of either party to object to or take affirmative action with respect to any conduct of the other party, which is in violation of the terms hereof shall not be construed as a waiver thereof, or any future breach or subsequent misconduct.
15. The SERVICE PROVIDER shall comply with all medical and ethical requirements of applicable regulatory agencies.
16. If requested by the SCHOOL, the SERVICE PROVIDER shall provide the SCHOOL with copies of certifications or documents showing the qualifications of employees assigned under this Agreement that are required to provide behavioral intervention services.
17. The SERVICE PROVIDER may provide documentation required by the SCHOOL relating to Medicaid reimbursement for services provided by the SERVICE PROVIDER under the terms of this Agreement if applicable, but makes no representations or warranties as to whether Medicaid will reimburse the SCHOOL for the SERVICES.
18. The SCHOOL shall not assign or transfer any interest in this Agreement without the written consent of the SERVICE PROVIDER.
19. The Administrator or Director of the SERVICE PROVIDER and the Executive Director of the SCHOOL, or their respective designees, shall attempt to resolve any questions or disagreements arising out of the administration or performance of this Agreement.
20. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party.



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21. Nothing herein shall be construed to create a joint venture or partnership between the parties hereto or an employee/employer relationship. The SERVICE PROVIDER shall be an independent contractor pursuant to this Agreement. Neither party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement or undertaking with any third party. Nothing in this Agreement shall be deemed or construed to enlarge the fiduciary duties and responsibilities, if any, of the SERVICE PROVIDER or any of its Related Parties.
22. Nothing herein shall in any way preclude the SERVICE PROVIDER or its Affiliates or their respective Related Parties from engaging in any business activities or from performing services for its or their own account or for the account of others, including, without limitation, companies which may be in competition with the business conducted by the SCHOOL and any of its Affiliates.
23. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a PDF document if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below (or at such other address for a party as shall be specified in a notice given in accordance with this Section.

If to the SCHOOL: 1220 5th St N, Nampa, ID 83687

E-mail: jackie.collins@idahoartscharter.org

Attention: Jackie Collins

If to the SERVICE PROVIDER: 1151 Dove Street, Unit 150, Newport Beach, CA 92660

E-mail: treasurevalley@acceltherapies.com

Attention: Adi Rahalkar

24. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all



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prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

25. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
26. The parties to this Agreement have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.



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SCHEDULE "A"

SERVICES PROVIDED BY SERVICE PROVIDER:

1. Behavioral intervention services
2. Behavior consultation services
3. Participation in IEP's as necessary
4. Meetings and consultation with parents related to student progress
5. Professional development activities as agreed upon by the SERVICE PROVIDER and the SCHOOL
6. Other services may be provided if mutually agreed upon by the SERVICE PROVIDER and the SCHOOL, for which rates will be determined separately

NON-REIMBURSABLE ACTIVITIES:

1. Sick days
2. School Holidays
3. Vacation days

RATES:

Compensation rates for services provided by the SERVICE PROVIDER will vary by qualification of the assigned employee(s), and will be as follows:

- Behavioral Intervention, Individual–Intervention Paraprofessional (HM modifier-level staff): \$29.04 per Hour
- Behavioral Intervention, Individual–Intervention Technician (HA modifier-level staff): \$45.16 per Hour
- Behavioral Intervention, Individual–Intervention Specialist (HN modifier-level staff): \$51.64 per Hour
- Behavioral Intervention, Individual–Intervention Professional (HO modifier-level staff): \$71.20 per Hour
- Behavioral Intervention, Individual–EBM Intervention Paraprofessional (no modifier-level staff): \$47.84 per Hour
- Behavioral Intervention, Individual–EBM Intervention Specialist (TF modifier-level staff): \$61.76 per Hour
- Behavioral Intervention, Individual–EBM Intervention Professional (TG modifier-level staff): \$82.36 per Hour
- Interdisciplinary Training: \$51.64 per Hour
- Behavioral Consultation–Intervention Professional (HO modifier-level staff): \$71.20 per Hour
- Behavioral Consultation–EBM Intervention Professional (TG modifier-level staff): \$82.36 per Hour
- Participation in IEPs, Meetings/Consultations with parents related to student progress/Professional development activities–Hourly rates shall match one of the above, based on the qualification level of the assigned employee(s)



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SCHEDULE "B"

The SCHOOL will provide the SERVICE PROVIDER with the following:

1. ENVIRONMENT:
 - a. Adequate classroom space to conduct behavior assistance
 - b. Utilities (lights, water, A/C)
 - c. Housekeeping
 - d. Games, toys, and activities present in the school setting
2. ADMINISTRATION:
 - a. Coordination of overall program
 - b. Communication with school district staff as appropriate

[SIGNATURE PAGE FOLLOWS]

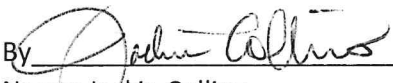


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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.


"SCHOOL"

IDAHO ARTS CHARTER SCHOOL, INC.

By 
Name: Jackie Collins
Title: Executive Director

"SERVICE PROVIDER"

ACCEL THERAPIES INC.

By 
Name: Adi Rahalkar
Title: Director