

CONTRACT FOR PROFESSIONAL SERVICES

This Agreement is made on 6/7/2022, between Psyched Services-Licensed Educational Psychology and Behavioral Services, P.C., a California Professional Corporation, ("Company"), with a principal place of business at 533 Airport Blvd, Suite 400 Burlingame, CA 94010 and LA Leadership Primary Academy, the "District" with a principal place of business at 2670 Griffin Ave Los Angeles CA 90031.

I. DESCRIPTION OF SERVICES ("Services")

Company agrees to provide to the District, under the terms herein set forth, psychoeducational, psychological and/or behavioral assessment and consultation services for the District as described in Exhibit A. Company expressly excludes from its services rendering final opinions on whether or not initial assessments should take place, making final determinations as to what services to offer a pupil, or determining eligibility for special education services.

The District agrees to provide the Company with all items and services necessary to fulfill the request for Services, including but not limited to access to the student's educational records, access to the classroom, access to relevant campus information such as points of contact and site map, and adequate space to complete the testing on the site. Student records will be requested from the District via an electronic format (i.e. email or fax). At the District's request, the Company's staff will make copies of student records when on campus. Our staff are trained on SEIS and SIRAS. Providing us access to the internal system saves time as it enables us to pull special education records ourselves. If this is permissible, the District will provide Company a contact for setting up the login. In the case of virtual assessments, the District will ensure that students and families have access to a device and internet service as required to complete testing activities.

The District agrees to provide the Company with requested records, information, pupil's language needs and access to the campus for the completion of an assessment or service within five (5) business days of assigning the case to the Company. The timeline for completion will be agreed upon at the initiation of an assessment or service. Company shall not be required to perform until District delivers all records to Company nor shall it be considered a breach by Company for failure to perform without delivery of all requested information or access. All additional days in which District delays delivery of requested information shall toll as to the agreed upon completion date.

For assessments completed under 30 days, an expedited fee, as reflected in Exhibit A, will be added to the assessment cost per day and will not be subject to bulk or coupon discounts. The Company must receive a copy of the signed assessment plan and student information form in order to accept the case assignment. The date the signed parental consent is received by the Company will be considered the initiation date and the date the Individualized Education Plan ("IEP") meeting is scheduled to review the results plus any applicable tolling days will be considered the completion date. If the initial IEP meeting is scheduled and then canceled within five (5) business days, the initial scheduled date will continue to stand as the date of completion in determining if an expedited fee will be applied.

For ongoing agreements where a set number of cases or hours per month is not agreed upon at the outset of services, Company's staff availability is subject to change and it may not always be feasible to accommodate District's full request within the specified timeline. The best way to ensure Company's availability is to inform Company of District's assessment and service needs as far in advance as possible. Company will make every effort to accommodate the District's requests, but the Company's ability to do so will be subject to staff availability at the given time. Additionally, a signed assessment plan must be received by Company 45 days before the due date in order to ensure the Company's availability.

The Company is committed to upholding best practices when evaluating bilingual students. This includes formal and informal evaluations at the outset of the evaluation to determine the student's language dominance to assist with selecting the appropriate testing tools and procedures to be utilized for the remainder of the assessment. This may include, but is not limited to, review of records, parent interviews, student interview, direct testing completed by a bilingual examiner, and direct testing completed with the use of an interpreter. If it is determined additional bilingual testing is required, further testing in the alternate language through the use of a bilingual examiner or interpreter will be required. The Company reserves the right, using its sole discretion, to make that determination based on the data gathered.

The Company will make every effort to make the bilingual assessment process as cost effective as possible. Company will attempt to maximize the use of our English assessment staff, who are trained in bilingual assessment best practices, as well as a District provided interpreter, if available. If the District has an interpreter(s) available to assist with testing, the District will provide contact details as well as information regarding any relevant procedures.

If the Company provides a bilingual examiner and/or interpreter, direct services (performed by the Company with the parent/guardian or student) will be billed at the bilingual examiner hourly rate as reflected in Exhibit A. Additional time required for each case may vary, but typically 1-1.5 hours is required to establish language dominance and an additional 1-3 hours is required if further testing is needed in a language other than English. Special circumstances particular to a child and his or her needs may arise that require additional considerations in test selection and administration (e.g. rare language, deaf, etc.). In such cases, the Company will contact the District to further discuss and reach a mutually agreeable solution regarding testing procedures and fees prior to performing any testing beyond testing for language dominance.

District acknowledges that if a pupil has bilingual or other unique needs that may require unique testing accommodations or modifications and this is not disclosed to Company at the time of the initiation of Service, this may affect Company's ability to complete a Service within the agreed upon timeline or Company's ability to perform or complete a Service. Any delay created by District's failure to disclose any unique needs of the pupil shall toll the Company's completion date by the same amount of days that the delay caused.

Company will provide the District and the parent a copy of their report at least 72 business hours prior to the educational team meeting where the results of the assessment or service are to be presented so long as Company has received all information deemed necessary for

completion of the evaluation from both the parent/guardian and school staff. This includes, but is not limited to, standardized academic assessment, current report grade/grades, behavior rating scales, and background information. For expedited assessments, the Company will provide the District and the parent a copy of the report 24 hours prior to the team meeting. Company is committed to providing consistent and thorough communication to school and family partners. Evaluations include up to 1 hour of consultation with the parent or educational team prior to the Individualized Education Plan (“IEP”)/review meeting and attendance at the IEP for up to 1 and a half hours. Additional time will be billed at the consultant hourly rate as indicated in Exhibit A.

Completion of IEP paperwork or any other district documents is solely the responsibility of the District. The Company will agree to complete the following IEP forms/actions at the District’s request and as permitted by the applicable SELPA: the Specific Learning Disability (“SLD”) Identification page and any other portions related to the student’s eligibility that were within the scope of the Company’s assessment, portions of present levels, progress monitoring, and goals relevant to services provided by Company, and uploading Company’s reports to a web IEP system.

After the conclusion of the team meeting, the Company will provide the District with a copy of their report and all student records that were generated as part of the service/assessment, including original test protocols.

The results of the assessment/independent evaluation will be considered in the identification, program decisions, and educational services to be provided to the student with disabilities as required by the Individuals with Disabilities Education Act and/or Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701).

The District agrees that the Company nor its staff will not control the decisions in the District’s recommendations. The District will be solely responsible for: i) determining whether or not to test a pupil under any applicable Child Find laws pursuant to 20 U.S.C. 1412(a)(3); ii) what course of action, if any, to take after it receives the results of any assessment or Service by Company; iii) providing or generating any reports, plans, paperwork or other data subsequent to Company’s assessment or Service, including but not limited to, an IEP, Section 504 plan, behavior intervention plan, or other accommodation plan; and (iv) assigning and implementing any staff or staff action as a result of any determined course of action derived from Company’s assessment or Service.

II. COMPENSATION

District agrees to compensate Company for Services rendered pursuant to this Agreement in amount as reflected in Exhibit A. Once District assigns the Service to the Company, should termination of the Service be requested by the District for any reason, the District shall be responsible for payment of a cancellation fee of \$250 in addition to any clinical services performed (e.g. file review, observations, report writing), which will be billed at the applicable hourly rates set forth in Exhibit A.

The District agrees to deliver payment within thirty (30) calendar days of receipt of invoice. Assessments will be billed after the Company has submitted the report to the family and

school team and any other services will be billed for those completed within the invoice period. In the event where delays in assessment has occurred (e.g. school closures, extended absences) the Company reserves the right to bill for any assessment where work has been performed 45 calendar days after receipt of the assessment plan from the District.

If payment is late recurrently, Psyched Services reserves the right to enforce a late penalty of 1.5% of the total outstanding invoice per month after the payment due date.

District must bring any invoice disputes to Company's attention within sixty (60) calendar days of the date of invoice else District agrees to pay the full invoice.

Expenses. If the District requests copies of any reports or other data created by the Company beyond the copies provided at the educational team meeting, it shall pay for any paper copies or media storage at its own expense. Company shall charge the District for any copies in any format at cost. Should a situation arise that would require letters, opinions, be required to testify in court, incur legal costs, or anything beyond the scope of Services as described in Section I, District agrees to reimburse Company for all costs or fees incurred by Company.

III. TERM AND TERMINATION

The term of the Agreement is for the period from 7/1/22 through and including 6/30/23. Company shall perform all services in a manner consistent with the orderly progress and sequence of the work leading to completion.

This Agreement may be terminated by either party without cause early upon thirty (30) days written notice. In the event of a termination without cause, the District shall pay Company for all Services performed under this Agreement supported by documentary evidence up until the date of the notice of termination.

This Agreement may be terminated by District upon thirty (30) days written notice to Company if the District should decide to abandon or indefinitely postpone the project that is the subject of the Services. In the event of a termination based upon abandonment or postponement by District, the District shall pay the Company for all Services performed under this Agreement. District shall pay for services in the manner prescribed under Section II, Compensation.

IV. INDEPENDENT CONTRACTOR STATUS

While engaged in performance of this Agreement, the Company is an independent contractor and is not an officer, agent, or employee of the District. Company is not entitled to benefits of any kind to which District's employees are entitled. Company shall assume full responsibility for payments of Federal, State, and local taxes or contributions imposed or required under the Social Security, Workers' Compensation and/or income tax laws, or any disability or unemployment law, or retirement contributions of any sort whatsoever, concerning Company or any of its employees or agents.

V. OWNERSHIP

A. Nothing in this Agreement shall be construed as granting District any license, for any

purpose, under any patent, copyright, or other intellectual property rights of Company.

B. District and Company will obtain prior written permission from each other before using the other party's name, symbols, and/or marks of the other in any form of publicity in connection with the work performed under this Agreement. Further, District's use of the name, symbols, and/or marks of Company or the names of Company's employees or independent contractors shall be limited to identification of Company as the purveyor of services under this Agreement. Further, parties expressly agree that each may publicly announce the existence of this Agreement or business relationship once it is fully executed by the parties.

VI. CERTIFICATIONS, REPRESENTATIONS, AND WARRANTIES

Company makes the following certifications, representations, and warranties:

A. Company is qualified in all respects to provide to the District all of the Services contemplated by this Agreement and, to the extent required by any applicable laws, Company has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the District, such services as are called for hereunder.

B. Company, in providing Services and in otherwise carrying out its obligations under this Agreement, shall, at all times, comply with all applicable federal, state and local laws, rules, regulations, ordinances and standards, as well as the standards and requirements imposed upon the District by federal and/or state agencies providing funding to the District.

C. Company shall at all times enforce appropriate discipline and good order itself and among its staff and shall not employ or work any unfit person or anyone not skilled in providing the Services required under this Agreement.

District makes the following certifications, representations, and warranties:

A. At all times, the District shall inform and make available to Company any policies, procedures, rules, and laws that are applicable to Company's provision of Services for the District. The District shall promptly inform the Company of any new or changing policies, rules, or laws that it is requesting the Company follow in order to perform Services under this Agreement.

B. At all times, District warrants that it has obtained the appropriate consent from the pupil's parent or legal guardian regarding the provision of Services; and, if necessary, District has obtained the appropriate release in order to obtain or distribute information between the parties or to a third party designated by District to receive the information. Should any additional consent or release be necessary, the District will, in good faith, work with the Company to obtain all the necessary consent or releases in order for Psyched Services to perform Services.

C. District shall provide all necessary equipment and facilities for the Company to render Services unless the parties specify in writing otherwise.

VII. PUPIL SAFETY AND FINGERPRINTING

Company shall comply with all provisions of the Education Code that protect the safety of any pupil that may come in contact with employees or independent contractors of the Company. Pursuant to Education Code section 45125.1, Company shall conduct criminal background checks of all employees and independent contractors of Company assigned to provide services, and shall certify that no employees or independent contractors who have been convicted of serious or violent felonies as specified in Education Code Section 45125.1 will have contact with pupils, by utilizing the General Certification Regarding Background Checks Form. As part of such certification, Company shall provide the District with a list of all employees and independent contractors providing services pursuant to this Agreement and designate which sites such employees and independent contractors will be assigned if requested by the District.

VIII. INSURANCE

Company, at its sole cost and expense, shall secure and maintain in full force and effect throughout the term of this Agreement policies of insurance with insurers qualified to do business in the State of California which will cover claims which may arise out of or result from Company's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

A. Workers' Compensation. Workers' Compensation as required under California State law (if applicable).

B. Commercial General Liability, Employer's Liability, Auto Liability Insurance and Professional Liability Insurance. Company shall secure and maintain appropriate insurance coverage as may be needed to protect the District against any liability arising out of this Agreement.

IX. HOLD HARMLESS; INDEMNIFICATION

As to third party claims: District agrees to indemnify and hold harmless the Company, its officers, directors, shareholders, agents, and employees (collectively "Indemnitee") from any and all claims (whether by contract or in tort), losses, actions, damages, expenses, liabilities, recoveries, settlements, expenses (including interest, penalties, attorney fees, accounting fees, and expert witness fees) incurred by Indemnitee ("Losses"), known or unknown, contingent or otherwise, directly or indirectly arising from or related to a) the suits, actions, and claims to services in this Agreement and any related agreements; and b) arising out of the passive negligent acts or omissions of Company, its officers, agents, or employees and independent contractors by reason of the operation of this Agreement.

As to the each other: Each party agrees to indemnify and hold harmless the other party, its officers, agents, and employees harmless from any and all claims, losses, actions, damages, expenses or liabilities (both arising out of contract or tort law) arising out of the passive negligent acts or omissions of the other party, its officers, agents, or employees and independent contractors by reason of the operation of this Agreement.

X. CONFLICT OF INTEREST

Company covenants that, at the execution of this agreement, it presently has no interest, including but not limited to, other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which are, or which the Company believes to be, incompatible in any manner or degree with the performance of services required to be performed under this Agreement. Company agrees to inform District of all of the Company's interests, if any, which are or which the Company believes to be, incompatible with any interests of District.

XI. RESOLVING DISPUTES

In the event of a dispute between the parties as to performance of the work or the interpretation of this Agreement, payment or nonpayment for work performed or not performed, or any tort, the parties shall work together in good faith to resolve the dispute informally. If the dispute cannot be resolved informally, any dispute, claim, or controversy exceeding \$5,000.00 USD arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in San Mateo County before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

XII. THIRD PARTY BENEFICIARY

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the District or Company.

XIII. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Jurisdiction and venue shall be agreed upon in the appropriate courts in the County of San Mateo, State of California or the Northern District Court of California located in Alameda County, California.

XIV. NON-WAIVER

The failure of Company to insist upon strict performance of any of the terms, conditions, or covenants in this Agreement shall not be deemed a waiver of any right or remedy that Company may have and shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions or covenants herein contained.

XV. AUTHORITY

The individuals executing this Agreement on behalf of the parties each represent and warrant that they have the legal right and actual authority to bind the parties to the terms and conditions hereof.

XVI. ENTIRE AGREEMENT/MODIFICATIONS

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes all prior negotiations and understandings, either

written or oral. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof. This Agreement may only be modified by written agreement signed by both parties. The terms and conditions contained herein shall exclusively govern the Services to be provided hereunder.

XVII. COUNTERPARTS

The parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by all of the parties; each counterpart shall be deemed an original instrument as against any party who has signed it. The parties further agree that signatures sent by electronic mail, in .pdf format, shall be treated as original signatures to this Agreement.

XVIII. SURVIVAL

Articles III, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XVIII and XIX shall survive termination or expiration of this Agreement.

XIX. NOTICES

Whenever notice is to be served under this Agreement, service shall be made personally, by facsimile transmission, by overnight courier, or by registered or certified mail, return receipt requested. Notice shall be effective only on receipt by the party being served, except notice shall be deemed received 72 hours after posting by the United States Post Office in the manner described in this paragraph. Notices shall be sent to the addresses listed below unless otherwise designated by each party.

IN WITNESS WHEREOF, the parties hereto on the day and year written below have executed this Agreement.

DISTRICT

Signature

Name: Julie Strahan

Title: Operations Specialist

Address: _____

PSYCHED SERVICES – LICENSED
EDUCATIONAL PSYCHOLOGY AND
BEHAVIORAL SERVICES, P.C.

Signature

Name: Julie Strahan

Title: Operations Specialist

Address: 533 Airport Blvd. Suite 400
Burlingame, CA 94010



Psyched
Services

ASSESSMENTS

Price includes 1.5 hour remote IEP meeting attendance & up to 1 hour pre-meeting consultation

PSYCHOEDUCATIONAL EVALUATION / \$4950

Add academic assessment/\$975

Add ERMHS evaluation/\$300

ERMHS / \$4950

Stand-alone evaluation to provide recommendations for Educationally Related Mental Health Services

FBA / \$6500

Functional Behavior Assessment; includes accompanying BIP (Behavior Intervention Plan)

IEE / \$6500

Independent Educational Evaluation

ACADEMICS / \$1700

Stand-alone assessment of academic achievement

INDIRECT ASSESSMENT

Triennial records review or new assessment completed virtually using rating scales & interviews /\$165 per hour

ENGLISH LEARNERS

Bilingual practitioner/\$325 per hour

Virtual interpreter/\$165 per hour

PROFESSIONAL SERVICES

Additional services provided by a BCBA or school psychologist

POCKET COACHING

Telesupport for families & educators; designed to support ABA principles and intervention maintenance/\$160 per hour

CONSULTATION

On-site/\$575 for the first hour;
\$275 each additional hour

Remote/\$160 per hour

**Includes IEP meeting attendance*

ERMHS COUNSELING

Remote/\$160 per hour

**Currently offered as a virtual service only; please inquire about on-site availability*

PROFESSIONAL DEVELOPMENT

On-site staff training/\$750 per hour

Webinar/\$375 per hour

ADDITIONAL FEES

CANCELATIONS

Meetings canceled with less than 24-hour notice will be billed \$275 for on-site or \$100 for remote

A \$275 cancellation fee will be applied to any assessment canceled and all work performed will be billed at the applicable hourly rate

For out-of-state assessments, a \$900 fee will be applied and reimbursement for travel expenses is required

WWW.PSYCHEDSERVICES.COM

650-427-0110

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