



AGREEMENT FOR SERVICE

A. **THIS AGREEMENT FOR SERVICE** (this "Agreement") dated this ____ day of Month____, 2021

BETWEEN

Los Angeles Leadership Academy of
2670 N. Griffin Avenue, Los Angeles, CA 90031
(the "Client")

OF THE FIRST PART

- AND -

The Cruz Center of
18017 Chatsworth Street, Unit 519, Granada Hills, CA 91344
(the "Service Provider")

OF THE SECOND PART

BACKGROUND :

- B. The Client is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Client.
- C. The Service Provider is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Services Provided

- 1. The Client hereby agrees to engage the Service Provider to provide the Client with services (the "Services") consisting of:

- **Occupational Therapy**

These services include: direct services as delineated in students' IEPs, scheduling of services, teacher / school staff consultation and training, review and documentation of services in Welligent, preparation of present level of performance (PLP) and goals / objectives in Welligent, IEP meeting attendance, Welligent goals / objectives progress reporting when due, and assessments upon receipt of signed assessment plans (interviewing, observing, testing, scoring and report writing). The services will also include any other tasks the parties may agree on,



which must be pre-approved by the Client. The Service Provider hereby agrees to provide such Services to the Client.

Term of Agreement

2. The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect for the 2021-2022 school year. This agreement can be terminated by either party with 30-day notice.

Performance

3. The parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Compensation

4. For the services rendered by the Service Provider as required by this Agreement, the Client will pay to the Service Provider compensation amounting to:

- \$105.00 per hour for occupational therapy services rendered by a licensed and registered occupational therapist,
- \$85.00 per hour for occupational therapy services rendered by a licensed and certified occupational therapy assistant, and
- \$65.00 per hour for occupational therapy services rendered by an aide under direct supervision.

5. Client will be billed no later than the 5th day of the month for the previous month's services, unless other arrangements are agreed upon.

6. This compensation will be payable to **The Cruz Center** upon receipt of an invoice, unless other payment arrangements have been agreed upon in writing.

Additional Compensation

7. The Service Provider understands that the Service Provider's compensation as provided in this Agreement will constitute the full and exclusive monetary consideration and compensation for all services performed by the Service Provider and for the performance of all the Service Provider's promises and obligations under this Agreement.



Capacity/Independent Contractor

8. It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the Services under this Agreement. The Service Provider and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.
9. The Cruz Center's service providers are not employees, partners or agents of LOS ANGELES LEADERSHIP ACADEMY; therefore, service providers will not be entitled to nor receive any benefits normally provided to LOS ANGELES LEADERSHIP ACADEMY employees. LOS ANGELES LEADERSHIP ACADEMY is not responsible for withholding applicable taxes from the Service Provider's compensation.
10. The client agrees that for a period of 18 calendar months following termination of this agreement, the client will not: (a) hire, contract or take away or cause to be hired, contracted or taken away any employee or independent contractor of The Cruz Center and (b) solicit or encourage any employee or independent contractor of The Cruz Center to terminate employment with or cease providing services to The Cruz Center.

Provision of Extras

11. The client agrees to provide, for the use of the Service Provider in providing the Services, the following extras: LOS ANGELES LEADERSHIP ACADEMY will allow The Cruz Center service provider/s to render services on campus. LOS ANGELES LEADERSHIP ACADEMY agrees to provide access to a room suitable for testing with a table and at least 2 chairs, access to filing cabinet; access to a phone, fax, printer and copy machine for matters related to the provision of services; access to parking on or near campus, and access to an internet connection to log-on to Welligent for IEP management.

Reimbursement of Expenses

12. The Service Provider will not be reimbursed for expenses incurred by the Service Provider in connection with providing the Services of this Agreement.

Payment Penalties

13. No late payment penalty will be charged.



Performance Penalties

14. No performance penalty will be charged if the Service Provider does not perform the Services within the time frame provided by this Agreement.

Confidentiality

15. The Service Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information with respect to the business of the Client, which the Service Provider has obtained, except as may be necessary or desirable to further the business interests of the Client. This obligation will survive indefinitely upon termination of this Agreement.

Return of Property

16. Upon the expiry or termination of this Agreement, the Service Provider will return to the Client any property, documentation, records, or confidential information which is the property of the Client.

Assignment

17. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Modification of Agreement

18. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Time of the Essence

19. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Entire Agreement

20. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.



Governing Law

21. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of California, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Dispute Resolution

22. In the event a dispute arises out of or in connection with this Agreement the parties will attempt to resolve the dispute through friendly consultation.
23. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of California. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of California.

Severability

24. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Liability

25. The Provider will maintain and furnish current professional liability insurance in the amount of no less than \$1,000,000 per incident and \$3,000,000 aggregate.

Additional Provisions

26. The Cruz Center will provide customary therapy equipment and materials necessary to render services.



27. LOS ANGELES LEADERSHIP ACADEMY agrees to provide student specific adaptations / assistive technology that will remain property of LOS ANGELES LEADERSHIP ACADEMY.

The parties have duly executed this Service Agreement this _____ day of Month _____, 2021.

_____, Los Angeles Leadership Academy

Print Name: _____, Title: _____

DocuSigned by:

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_____, Director of The Cruz Center

Jay Cruz, OTD, OTR/L, BCN