

Heartwood Charter School

Agenda for the meeting of the Heartwood Charter School Board of Directors

Call in location: 225 Tamalpais Rd, Fairfax, CA 94930

Call in location: 55 Fire Rd, Woodacre, CA 94973

The meeting may be joined by phone: (US)+1 562-232-9188 PIN: 334 786 828#

Wednesday, July 27, 2022

10:00AM Public Session

Call to Order

- I. Roll Call
- II. Regular Meeting
 - A. Agenda Adjustments and Approval
 - B. Approval of Minutes
 - C. Correspondence
- III. Public and Community Input
- IV. Reports and Information
 - A. Director's Report
 1. Faculty
 2. Enrollment Progress
 - B. Finance
- V. Action Items
 - A. The Board will consider personnel actions, and approve, defer or agree to study further.
 - B. The Board will consider an increase in the Homeschool Instructional Funds allowance for the 2022-23 school year and approve, defer, or agree to study further.
 - C. The Board will reconsider whether to continue to conduct Board meetings via video conference during the current pandemic conditions per AB 361 in order to mitigate the risk to health and safety that is presented by in-person meetings and approve, defer or agree to study further
- VI. Consent Items
 - A. TalkPath Service Agreement
- VII. Board Discussion – this time is reserved for Board members to address colleagues and staff about matters they believe need study or action. The President will direct what action he or she feels should be taken on any item introduced by a Board member.
- VIII. Closed Session
 - A. Public Employee Performance Evaluation (Gov. Code section 54957(b)(1).)
 - B. Public Employee Discipline/Dismissal/Release (Gov. Code section 54957(b).)
- IX. Open Session
- X. Action Taken in Closed Session
- XI. Dates and Future Agenda Items conditions

7/27/2022

Employee	Status	Assignment	Action	FTE	Additional Assignment	Proposed Salary 22-23	Proposed Hourly Pay	Proposed Est Pay 22-23	Effective Date
Sarah Hobstetter	Returning	Office Assistant	Reactivate for 2022-23	0.75			\$ 25.00	\$ 32,550	8/16/2022
Vicki Fenske	New	Education Specialist	Approve new hire	0.20			\$ 38.50	\$ 30,215	8/1/2022
Ashley Klaus	New	Cert Support Teqacher	Approve new hire	0.80			\$ 31.40	\$ 43,809	8/16/2022
Susan Strong	New	Cert Support Teqacher	Approve new hire	1.00		\$ 54,600			8/16/2022
Marika Schamoni	New	Class Teacher	Approve new hire	1.00		\$ 74,120			8/16/2022



CLIENT SERVICE AGREEMENT

Heartwood Charter School - DRAFT

and

TalkPath Live

2022-2023 School Year

**TalkPath Live
103 Carnegie Center
Suite 104
Princeton, NJ 08540
855-274-9582
www.talkpathlive.com**

AGREEMENT FOR SERVICES

This Client Service Agreement (hereafter “Agreement”) is made and entered into on the date appearing in Part 7: Signatories (see below, at the end of this Agreement), by and between the Heartwood Charter School (hereafter “HCS”), a public entity, existing under the laws of the State of CA with a mailing address of 170 Liberty School Road, Petaluma, CA 94952, and TalkPath Live (hereafter “TPL”), located at 103 Carnegie Center, Suite 104, Princeton, NJ 08540, in order for TPL to provide related services via teletherapy to HCS students under this Agreement. HCS and TPL are hereafter referred to jointly as “the Parties” to this Agreement.

PART 1: OVERVIEW

1.1 Agreement Summary

During the term of this Agreement, TPL will provide the agreed-upon teletherapy services for HCS students. TPL is a web-based tool that remotely connects students to state-licensed therapists for one-to-one therapy, live in real time. Through TPL, HCS will deliver customized, tailored therapy to the applicable students while tracking their individual progress.

TPL will provide individual and group student teletherapy sessions, and other requested services relating to treatment, based on HCS’s need, with each session’s length and frequency determined by HCS student IEP mandates and HCS’s specific requests.

1.2 Compliance with Laws, Statutes & Regulations

During the term of this Agreement, unless otherwise agreed, TPL shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. TPL acknowledges and understands that HCS reserves the right to report any violations of federal, state, and local statutes, laws, ordinances, rules, policies, and regulations to the appropriate authorities.

1.3 Clarification of Select Contract Terms

In addition to all the individual clauses in this Agreement, it is understood and agreed upon by both Parties that:

- This Agreement inherently includes HCS’s preferred procedures and TPL’s compliance with them.
- This Agreement supersedes any prior or contemporaneous written or oral understanding or agreement (except the attached “Vendor Funding Agreement,” the terms of which take precedence over this service agreement as a whole; see Part 6: Financial Terms & Procedures below).
- This Agreement may be amended only by written consent by both Parties.
- HCS may request copies of clinician credentials and/or clearances and insurance documentation for the terms of the Agreement to remain valid.
- Upon expiration or termination of this Agreement, TPL can or may, with the express consent of HCS, continue to provide contracted services to HCS students, provided TPL remains bound by all of the terms and conditions of the most recently executed Agreement between the Parties and provided that continuation of service delivery is at the discretion of HCS.
- Section 5.2 (see below) also remains in effect upon early termination or expiration of this Agreement.

1.4 TPL Service Package

TalkPath Live's provision of the teletherapy services represented in this Agreement includes:

- Certified therapists licensed in the state in which the student/client resides
- Available therapists for full school year or for employee leave coverage
- Supervision of Speech-Language Pathology Assistants (SLPAs), Certified Occupational Therapy Assistants (COTAs), and Certified Physical Therapy Assistants (PTAs) by TPL SLPs, OTs, and PTs
- One-on-one therapy in real time using TPL's videoconferencing platform that is HIPAA, COPPA, and FERPA compliant and that allows for the use of online tools, screen sharing, and such on-screen features as text, drawing, and whiteboard capabilities*
- Technology assistance and support, as needed
- Full evaluations and IEP reports, when needed and/or requested**
- Session notes, either on TPL forms/templates or on district/school-supplied forms/templates, as requested**
- Services based on goals agreed upon by the Parties, using one or more of the following means: administered evaluations/reports, outside evaluations/reports, observations, and parent requests
- Flexible scheduling
- Administrative access to TalkPath Live's proprietary Provider Portal**

**An Internet-based videoconferencing service will be used to conduct the sessions. A secure connection is made between the therapist's and the client's devices, and the connection is encrypted on both ends throughout the entire session.*

***Only authorized TPL and HCS personnel will have access to student session information.*

PART 2: SERVICES – GENERAL

2.1 Site Requirements

HCS agrees to provide and maintain a specially designated location(s) for the delivery of TPL-provided services. The area designated by HCS should be quiet, confidential, and relatively free of distraction. HCS also agrees to provide an adult supervisor (i.e., e-helper) whenever services are being delivered. Additionally, HCS will ensure that the following items are available for conducting sessions: working computers, audio devices, microphone devices, webcams, Internet access, and other equipment required for teletherapy services.

2.2 Treatment, Session & Evaluation Materials: General

TPL will provide all necessary online materials for the therapy sessions/lessons and evaluations for HCS students.

2.2.1 Additional Therapy Materials: Specific

From time to time, for therapy services to be most effective, TPL may ask HCS to provide additional materials and equipment. These materials may include such items as writing utensils, paper, therapy putty, gym mats, yoga balls, exercise bands, clothespins, and more, depending on the service being delivered. HCS will be responsible for supplying these on-site materials, and both Parties will work together in good faith to ensure that students have the materials they need to participate fully and effectively in services.

2.3 School Day/Year

TalkPath Live is open for service (i.e., will deliver teletherapy services) per the instructional minutes requirement of the state in which HCS is located and per the days of service noted on HCS's regular school year (RSY) and extended school year (ESY) calendars.

2.4 IEP Team Meetings

An IEP team meeting shall be convened at least once annually to evaluate the educational progress of each student receiving services from TPL. Each HCS student shall be allowed to provide confidential input to any representative of their IEP team. Except as otherwise specified in this Agreement or by mutual agreement of both Parties, TPL, through an employee and/or subcontractor at its sole discretion, and HCS shall participate in all IEP team meetings regarding HCS students to whom TPL is providing treatment. At any time during the term of this Agreement, the student's parent/guardian, TPL, or HCS may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to TPL to ensure participation of a TPL-appointed employee and/or subcontractor in the meeting.

Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent/guardian, TPL, and HCS. TPL, through an employee and/or subcontractor at its sole discretion, may attend IEP team meetings by phone or videoconference. TPL shall provide to HCS assessments and written assessment reports by service providers upon request and/or pursuant to HCS policies and procedures.

It is understood that attendance at an IEP meeting or any other mandated meeting hosted by HCS is a billable service to HCS under this Agreement. It is also understood that TPL shall utilize the approved electronic IEP system of HCS for all IEP planning and progress reporting. If needed, HCS shall provide training for TPL to ensure access to the approved system. TPL shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student disenrolls or ceases receiving services from TPL pursuant to this Agreement, TPL shall discontinue use of the approved system for that student unless otherwise asked to do so by HCS. Changes in any HCS student's educational program—including instruction, services, or instructional setting—provided under this Agreement may be made only on the basis of revisions to the student's IEP. In the event that TPL believes the student requires a change in service, TPL may request a review of the student's IEP for the purposes of consideration of a change in the student's service.

2.5 Student Progress Reports & Assessments

It is understood that the following are billable services to HCS under this Agreement:

- IEP Preparation Time, i.e., updating goals and objectives and development of present levels of performance
- Progress Reports/Progress Monitoring
- Academic Assessments
- Any Other Assessments Requested by HCS

TPL shall provide to HCS individual student progress reports, which shall include progress over time toward the student's IEP goals and objectives as they apply to the services TPL is providing per the terms of this Agreement. A copy of any progress reports shall be maintained on TPL's proprietary Provider Portal and shall be submitted to HCS within ten (10) days of request. Also upon written request by HCS, TPL shall provide access to any supporting documentation used to determine progress on any IEP goal or objective, including but not limited to: log sheets, observation notes, data sheets, pre-/post-tests, rubrics, and other similar data collected to determine progress or lack thereof on approved goals, objectives, or behavior support plans. HCS may request such supporting data at any time, and TPL agrees to provide this data within a reasonable period of time, granted by HCS.

TPL shall complete academic or other assessment of the HCS student's goals and objectives applicable to the services TPL is providing per the terms of this Agreement one month prior to the student's annual or triennial review IEP team meeting, for the purpose of reporting the student's present levels of performance at the IEP meeting, as required by state and federal laws and regulations and pursuant to HCS policies, procedures, and/or practices. Supporting documentation such as test protocols and data collection shall be made available to HCS upon request.

TPL is responsible for updating goals and objectives and development of present levels of performance with respect to the services TPL is providing per the terms of this Agreement.

All other assessments shall be provided by HCS unless HCS specifies in writing, or via an Assessment Plan, a request for TPL assessments that include approved timelines, conditions, and costs. Such assessment costs may be approved separately by HCS at its sole discretion. TPL shall not charge the HCS student's parent(s)/guardian(s) for the provision of progress reports and/or any assessments, interviews, or meetings. It is understood that copies of data collection notes, forms, charts, and other such documentation are part of the student's record and shall be made available to HCS upon written request.

2.6 Conformance with Free and Appropriate Public Education (FAPE)

In accordance with the guarantees assured under FAPE, HCS shall provide TPL with a copy of the IEP of each HCS student served by TPL. In turn, TPL shall provide to each HCS student special education and/or related services consistent with that student's IEP. Unless otherwise agreed to by both Parties, HCS shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for HCS students, as specified in the student's IEP. TPL shall make no charge of any kind to parents/guardians for special education and/or related services as specified in the HCS student's IEP (including but not limited to screenings, assessments, or interviews that occur prior to or as a condition of the HCS student's enrollment under the terms of this Agreement).

2.7 Consent for Teletherapy Evaluations

Informed parental consent is mandatory before TPL can conduct a formal evaluation on any HCS student receiving TPL-provided services under the terms of this Agreement. HCS can fulfill this requirement in one of two ways: (1) HCS can confirm in writing to TPL that possession of a signed parental/guardian consent form is on file with HCS; or (2) HCS can furnish TPL with a signed copy of TPL's "Consent to Evaluate" form (see Addendum B for a sample of this form, supplied to HCS upon request). (**Note:** Consent to evaluate is mandatory because it represents the parent's/guardian's approval to evaluate their child online via a secure two-way video platform.)

PART 3: SERVICES – STAFFING

3.1 Available Staff

TPL will make available to HCS credentialed and qualified clinicians and educators, including but not limited to:

- Speech-Language Pathologists and/or Speech-Language Pathology Assistants
- Occupational Therapists and/or Occupational Therapy Assistants
- Social Workers, Licensed Professional Counselors, and/or Marriage and Family Therapists
- Physical Therapists and/or Physical Therapy Assistants
- School Psychologists/Educational Diagnosticians
- Other Special Educators

These clinicians/educators will provide therapy and instructional services to HCS students with identified or suspected exceptional needs.

3.2 Subcontractors

HCS understands and agrees that TPL may subcontract the provision of agreed-upon services per the terms of this Agreement to independent contractors (referred to hereafter as “Subcontractors”) who shall have applicable clearances and qualifications to deliver the specified services.

3.3 Representations & Warranties

TPL represents and warrants that any employee and/or Subcontractor of TPL is duly qualified and licensed to provide the services to be delivered per the terms of this Agreement. TPL further represents and warrants that any employee and/or Subcontractor of TPL will follow all local, state, and federal laws and regulations and will materially comply with all industry standards and practices that may apply to the provision of services. ***If additional therapist licensing, credentialing, or certification is required, TPL will be notified by HCS prior to the initiation of service delivery.***

3.4 Employment of TPL Team Members

HCS agrees that it will not directly or indirectly, personally or through an agency, contract with or employ any TPL team member introduced or referred by TPL for a period of twelve (12) months after the latest date of introduction, referral, placement, or termination or expiration of the contract assignment. If HCS or any of its affiliates enters into such a relationship or refers a TPL team member to a third party for employment prior to this 12-month minimum requirement, HCS agrees to pay the amount of \$25,000 or 35% of the TPL team member’s TPL salary (whichever is greater). Payment is due and payable to TPL upon start date of the TPL team member’s employment. The Parties intend that these damages constitute compensation, not a penalty. The Parties acknowledge and agree that the harm caused to TPL by HCS’s breach with respect to contracting or employing TPL’s team members would be extraordinarily difficult to accurately estimate as of the effective date of this Agreement and that these damages are a reasonable estimate of the anticipated or actual harm that might arise from such a breach by HCS.

PART 4: SERVICES – HEALTH & SAFETY MANDATES

4.1 Clearance Requirements/Background Checks

TPL shall obtain clearances from the Federal Bureau of Investigation (FBI) for its employees and Subcontractors, unless TPL determines that the employee or Subcontractor will have no direct contact with HCS students. TPL agrees that any employees or Subcontractors who will have direct contact with HCS students shall not do so until FBI clearances are ascertained. TPL shall certify in writing to HCS that none of its employees or Subcontractors who may come into contact with HCS students have been convicted of a violent or serious felony.

4.2 Child Abuse Reporting

TPL and its staff members will adhere to applicable child abuse reporting procedures and requirements as specified by state and federal laws. To protect the privacy rights of all parties involved (i.e., the reporter, the child, and the alleged abuser), reports will remain confidential, as required by law and professional ethical mandates.

4.3 Unlawful Harassment

TPL shall have an unlawful harassment policy in place that clearly describes the kinds of conduct that constitute harassment and that are prohibited by TPL, as well as by federal and state law. The policy will include procedures to make complaints without fear of retaliation and for prompt and objective investigation of all harassment complaints.

4.4 Nondiscrimination

In its performance of its obligations under this Agreement, TPL shall comply with the provisions of all applicable federal, state, and local laws prohibiting discrimination on the grounds of age, race, color, gender, national origin, religion, citizenship, disability, sexual orientation, or veteran status.

4.5 Incident/Accident Reporting

TPL shall electronically submit any accident or incident report to HCS within 24 hours. Submission will comply with any procedural requirements specified by HCS.

4.6 Family Educational Rights and Privacy Act (FERPA) Compliance

TPL shall comply with all laws, rules, and regulations pursuant to the Family Educational Rights and Privacy Act. TPL acknowledges that certain information about HCS students is contained in records maintained by TPL and that this information may be confidential by reason of FERPA and HCS policy. Both Parties agree to protect these records in accordance with FERPA and HCS policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can carry out its respective responsibilities.

PART 5: ADMINISTRATION OF AGREEMENT

5.1 Agreement Administrators

Name, Title, will be HCS's main point of contact for TPL with respect to the provisions of this Agreement and the therapeutic services/student programs covered under it.

Executive supervision of the service programs will be provided by Theresa Grant, Chief Program Development Officer of TalkPath Live.

Notices shall be deemed effective when delivered by certified mail to the following:

Name
Title
District
Address
City, State 00000
Email Address
Phone

and

Theresa Grant
Chief Program Development Officer
TalkPath Live
P.O. Box 1753
Voorhees, NJ 08043
tgrant@talkpathlive.com
916-296-1772

5.2 Independent Contractor Status

The Parties acknowledge and agree that the relationship created between TPL and HCS as a result of this Agreement is strictly that of independent contractors. Nothing contained herein shall be construed as creating a partnership or joint venture relationship between the Parties. Each party shall be responsible for all compensation, salaries, taxes, withholdings, contributions, benefits, and workers' compensation insurance with respect to its own personnel (whether employed or contracted) and shall indemnify, defend, and hold harmless the other party and its officers, directors, agents, contractors, representatives, and employees from and against any and all liability, loss, damages, claims, causes of action, and expenses associated therewith (including, without limitation, attorney fees) caused or asserted to have been caused, directly or indirectly, by or as a result of same. The provisions of this section shall survive the expiration or early termination of this Agreement.

5.3 Data Reporting

TPL shall provide HCS, upon request, data related to student information and billing information applicable to the agreed-upon services provided per this Agreement. It is understood that HCS may choose to utilize a select system for all IEP development and progress reporting.

If so, HCS shall provide TPL with appropriate software, user training, and proper Internet permissions to allow adequate access to this system. HCS shall provide TPL with approved forms and/or format for such data, including but not limited to attendance reports and progress reports, as applicable. HCS, at its discretion, may approve use of TPL-provided forms.

5.4 Agreement Confidentiality

Both Parties acknowledge that, as a result of this Agreement, they will have access to confidential information about the other. "Confidential information" is defined as information that is private to each party but is shared by one to the other as required to fulfill the terms of this Agreement, and it includes such organizational parameters as bill rates, fees for services, and the terms and conditions of this Agreement. Both Parties agree that they will not disclose any confidential information about the other to any person or entity. Neither will they permit any person or entity to use said confidential information. The only exceptions will be: (a) information shared with appropriate individuals within the respective organizations as necessary to execute this Agreement; and (b) disclosures required by law.

5.5 Confidentiality & Maintenance of Records

TPL shall maintain records as required by applicable state and federal laws and regulations. For purposes of this Agreement, "records" constitute: student records, including electronically stored information; cost data records; registers and roll books of daily service providers; daily service logs, notes, and other documents used to record the provision of related services, including by supervisors, instructional assistants, and behavior intervention aides; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification; staff time sheets; liability and workers' compensation insurance policies; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

5.5.1 Confidentiality & Maintenance of Student Records

TPL shall maintain HCS student records in a secure location to ensure confidentiality and prevent unauthorized access. TPL shall maintain an access log for each HCS student's record that lists all persons, agencies, or organizations requesting or receiving information from the record. Such logs

shall be maintained as required by state-specific codes and shall include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the HCS student's record. Such logs need not record access to the HCS student's records by: (a) the HCS student's parent; (b) an individual to whom written consent has been executed by the HCS student's parent; or (c) employees of HCS or TPL having a legitimate educational interest in requesting or receiving information from the record.

TPL/HCS shall maintain copies of any written parental concerns granting access to student records. TPL shall grant parents access to student records and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. TPL agrees, in the event of its closure, to forward HCS student records within a reasonable period of time to HCS. These shall include, but not be limited to, any current IEPs or Individualized Family Service Plans (IFSPs) and reports. HCS shall be provided access to or copies of any and all records upon request within five (5) business days. If HCS collects benchmarking data at the individual or school level, HCS shall provide TPL with this data for the individual students and school served under this Agreement. To the extent not prohibited by Section 5.5 herein or applicable law, TPL may store indefinitely, use, and publish deidentified benchmarking data.

5.5.2 Confidentiality of TPL's Proprietary Information & Intellectual Property

HCS understands that it may receive proprietary information relating to TalkPath Live's business (hereafter "TPL PI"). HCS agrees that TPL PI is confidential and is the sole, exclusive, and extremely valuable property of TPL. In addition, HCS understands that it may receive confidential and proprietary information of third parties other than HCS, including but not limited to information and materials relating to assessments, in the course of the provision of services. To the extent permitted by law, HCS agrees that it will maintain the confidentiality of TPL PI and the proprietary materials of third parties to which it has physical or digital access pursuant to this Agreement. HCS also agrees that it will not disclose materials relating to an assessment to the student who will be assessed before it is necessary to do so to perform such an assessment. It is understood and agreed that money damages would not be a sufficient remedy for any breach of confidentiality by HCS and that TPL shall be entitled to specific performance, including, without limitation, injunctive relief, as a remedy for any such breach by HCS in any court of competent jurisdiction. Such remedy shall not be deemed to be the exclusive remedy for breach of confidentiality, but shall be in addition to all other remedies available under law or equity.

5.5.3 Mutual Consent for Shared Information

The Parties agree that mutual consent is required for the initial publication or distribution of any research and/or marketing materials, including, without limitation, customer or vendor lists, press releases, and research and case studies mentioning both Parties, but that once this consent is given for initial publication, the Parties may republish such works in their original or reasonably modified form at will.

5.5.4 Allowance of Disclosure

Notwithstanding any other provision in this Agreement, HCS may disclose TPL PI or the existence of this Agreement to the extent required by any applicable law, regulation, or court; provided, however, that prior to making any such disclosure, HCS will notify TPL promptly after becoming aware of a request for, or the existence of its obligation to make, such disclosure and will permit TPL to seek to challenge or limit such required disclosure and to review any materials prior to disclosure. Further, each party may disclose the existence of this Agreement or confidential information of the other for the limited purpose of enforcing its rights under this Agreement before a court of competent jurisdiction, provided that such disclosure will be accomplished in such a

manner as to protect the rights of the Parties to this Agreement to the maximum extent reasonably possible.

5.6 Modifications/Amendments Required to Conform to Legal & Administrative Guidelines

This Agreement may be modified or amended by HCS, with mutual consent of TPL, to conform to administrative and statutory guidelines issued by any local, state, or federal governmental agency. HCS shall provide TPL with (a) a minimum of thirty (30) days' notice of any such proposed changes or modifications made to conform to administrative or statutory guidelines and (b) a copy of the statute or regulation upon which the modifications or changes are based.

5.7 Insurance

TPL shall obtain, pay for, and maintain throughout the term of this Agreement a policy of comprehensive liability insurance naming TPL and HCS as the insured parties, with a reasonable company and in a form satisfactory to HCS, with coverage of not less than \$1,000,000 per occurrence (bodily injury and property damage). TPL shall deposit said policy or a certificate thereof with HCS. Additional TPL coverages include:

- Professional liability
- Cyber liability

5.8 Indemnification & Hold Harmless

To the fullest extent allowed by law, TPL shall indemnify and hold harmless HCS and its board members, administrators, employees, agents, attorneys, volunteers, and subcontractors (collectively referred to hereafter as "HCS Indemnitees") against all liability, loss, damage, and expense (including reasonable attorney fees) resulting from or arising out of this Agreement or its performance, to the extent that such loss, expense, damage, or liability was proximately caused by negligence or the intentional/willful act or omission of TPL, including, without limitation, its agents, employees, Subcontractors, or anyone employed directly or indirectly by it (excluding HCS and HCS Indemnitees).

To the fullest extent allowed by law, HCS shall indemnify and hold harmless TPL and its board members, administrators, employees, agents, attorneys, and contractors ("TPL Indemnitees") against all liability, loss, damage, and expense (including reasonable attorney fees) resulting from or arising out of this Agreement or its performance, to the extent that such loss, expense, damage, or liability was proximately caused by negligence or the intentional/willful act or omission of HCS, including, without limitation, its agents, employees, independent contractors, or anyone employed directly or indirectly by it (excluding TPL and TPL Indemnitees).

The foregoing obligations are conditioned upon: (a) prompt written notice by the indemnified party to the indemnifying party of any claim, action, or demand for which indemnity is claimed; (b) complete control of the defense and settlement thereof by the indemnifying party, provided that no settlement of an indemnified claim shall be made without the consent of the indemnified party, such consent not to be unreasonably withheld or delayed; and (c) reasonable cooperation by the indemnified party in the defense as the indemnifying party may request. The indemnified party shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense. In no event will TPL be liable for any incidental damages, consequential damages, or any lost profits arising from or relating to this Agreement or to the services provided pursuant to this Agreement, whether in contract or tort or otherwise, even if TPL knew or should have known of the possibility of such damages.

TPL's cumulative liability relating to this Agreement will not exceed the actual fees paid by HCS to TPL during the school year for three (3) months immediately preceding the date on which a claim is

made, provided that such amount shall under no circumstances exceed \$10,000. HCS acknowledges that this Agreement reflects an adequate and acceptable allocation of risk and that, in the absence of the foregoing limitations, TPL would not enter into the Agreement. HCS represents that it is self-insured in compliance with the laws of the State of CA, that the self-insurance covers district employees acting within the course and scope of their respective duties, and that its self-insurance covers HCS's indemnification obligations under this Agreement.

5.9 Severability

The provisions of this Agreement are severable. If a court determines any provision of the Agreement to be illegal or unenforceable in any way, the remaining provisions will remain in full force and effect. It is the intention of the Parties that the Agreement be enforced to the fullest extent permitted by law.

PART 6: FINANCIAL TERMS & PROCEDURES

6.1 Financial Responsibility of Both Parties

TalkPath Live shall assure HCS that TPL has sufficient financial resources to responsibly deliver the services provided for per the terms of this Agreement and will distribute those resources in such a manner to properly implement the IEP for each HCS student receiving TPL-provided services.

In this regard, TPL shall comply with all applicable HCS policies and procedures concerning enrollment, contracting, service tracking, attendance reporting, and billing.

In turn, TPL shall be paid by HCS for the provision of contracted services, including associated HCS-approved indirect services, specified in student IEPs. All payments by HCS shall be made in accordance with the terms and conditions of this Agreement (see Section 6.3) and governed by all applicable federal and state laws. Billable services TPL renders to HCS include but are not limited to:

- Delivery of clinical and therapy services, which includes all of the tasks and duties intrinsic to delivery (student recordkeeping, consultations, collaboration with school staff, documentation and planning, parent contact, service coordination, etc.)
- Case management (for speech-language therapy only)
- Attendance at/participation in IEP meetings & other district-mandated meetings
- Bilingual/translation services
- Administered assessments/evaluations & screenings (including pre-/post-assessments and intervention services, initial and triennial assessments, and discipline-specific screenings)
- Review of records and parent/teacher interviews (e.g., a cumulative file review for a student, including medical, educational, and social development histories, plus current parent and teacher interviews)

6.2 Accuracy of Billed Service Time

To ensure the accuracy of services billable to HCS, session time and attendance is systematically documented in the TPL Provider Portal on a daily basis by each student's assigned service provider. This data shall be available for review, inspection, or audit by HCS during the effective period of this Agreement and for a period of five (5) years thereafter. For the purposes of preparing wholly accurate and comprehensive billing documents, TPL verifies the accuracy of minutes of reported attendance and completed session logs as part of its standard invoicing protocols.

6.3 TPL Invoicing Procedures

Invoices will be submitted to HCS for payment no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. If any related documents are required for billing validation, they will accompany the monthly invoice. Invoices and related documents shall be submitted electronically, unless TPL and HCS agree upon an alternate method of submission.

The level of invoice itemization is up to HCS, which can request that invoices contain any of the following parameters:

- Month of service
- Specific days & times of services coordinated by the HCS-approved calendar (unless otherwise specified in the IEP or agreed to by HCS)
- Name of staff who provided the service
- Name or initials of each student receiving services
- Indication of any made-up session(s) consistent with this Agreement (see table in Section 6.5 below)
- Indication of any missed/cancelled session fees (per Section 6.5)
- Indication of any services not provided, with rationale explaining why
- Approved cost of each service
- Total for each service & total of monthly invoice
- Date invoice was submitted
- Signature of TPL's administrator authorizing accuracy of invoice content

HCS shall make payment to TPL based on the number of billable days of attendance and amounts specified on the monthly invoice within thirty (30) days of the invoice date.

All fees due under the terms of this Agreement are nonrefundable and are not contingent on any additional services to be provided.

In no case shall initial payment claim submission for any fiscal year (July through June) extend beyond the following June 30th after the close of the fiscal year. In no case shall any rebilling for the fiscal year (July through June) extend beyond twelve (12) months after the close of the fiscal year. If the billing or rebilling error is the responsibility of HCS, then no limit is set, provided that HCS and TPL have communicated such concerns in writing during the 12-month period following the close of the fiscal year.

6.4 Payment from Outside Agencies

HCS understands that TPL will not bill Medicaid or any other agency for the costs associated with the provision of services to HCS students. If HCS bills Medicaid or any other agency for the costs associated with TPL's provision of special education and/or related services to HCS students, HCS shall provide training to TPL staff for purposes of proper documentation regarding reports, billing, and/or payment by Medicaid or any other agency for the costs associated with TPL's provision of special education and/or related services to HCS students.

6.5 Services: Payment

The fee chart in Addendum B clearly sets forth TPL's costs for services, on both an hourly basis, per applicable service for number of students, and a flat fee basis, for HCS's selections from TPL's à la carte menu of additional services and add-ons.

With that being said, at any time during the course of this Agreement, HCS may request additional sessions or services and/or increase the number of students receiving services, and TPL will accommodate such requests, if possible, to be billed at the same rates noted in Addendum B and to be added to the monthly invoices HCS receives from TPL.

The **total value** of this Agreement — i.e., the total full-year cost — will therefore depend upon the number, type, and length of services requested by HCS.

6.6 TPL Cancelled/Missed Session Policy

TPL is aware of and sensitive to the unfortunate but very real issue of student absenteeism. Therefore, TalkPath Live strives to be as flexible as possible by offering its school partners a liberal policy on cancelled/missed sessions (see table below) that aims to keep penalty fees to an absolute minimum while simultaneously maintaining fairness to its service providers in terms of their allocated session time and preexisting treatment commitments.

Term	Policy	District Charged?
Cancelled/Missed Session	When more than 4 hours' notice is given to the provider that the student is unable to attend. The session must be made up, if appropriate to do so.	No
Absence (i.e., Refusal of Service or No-Show)	When less than 4 hours' notice is given to the provider that the student is unable to attend. The session is not required to be made up, but every effort will be made to do so.	Yes (Final cost to district is based on the predetermined session length.)
Habitual Nonattendance	Defined as 3 cancelled/missed sessions or 3 absences per student, per semester (barring any extenuating circumstances previously agreed upon between TPL and the partnering school/district).	Yes (Once criteria are met. Final cost to district is based on the predetermined session length.)

PART 7: SIGNATORIES

7.1 Agreement Term

This Agreement shall be in effect through the following dates: beginning on **Month XX**, 2022, and ending on June 30, 2023.

This Agreement may be terminated under the following circumstances:

- Prior to the expiration of the term by mutual agreement of the Parties by written notice one hundred and fifty (150) or more days prior to the desired end of service date.
- By either party if the other party fails to perform any material obligation and such failure continues for a period of fifteen (15) days after receipt by the breaching party of written notice from the nonbreaching party specifying the failure.
- Immediately, with cause, upon written notice that includes explanation of such cause.

7.2 Entire Agreement

This Client Service Agreement and its compulsory accompanying Vendor Funding Agreement contain the entire agreement between the Parties with respect to the subject matter set forth

herein. Even so, this Agreement may be modified upon the written consent of the signatories of both Parties named below.

This Agreement shall be interpreted in accordance with the laws of the State of CA.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be accepted by their authorized representatives.

TalkPath Live

Printed Name of TPL Representative: _____

Chief Program Development Officer

Witness

Heartwood Charter School

Printed Name of HCS Representative: _____

Title

Date

Addendum A: TalkPath Live Service Menu & Pricing Structure for SY 2022-2023

TALKPATH LIVE - CORE SERVICE MENU			
Service	Rate per Hour	Rate per Student per Hour	Flat Fee
SPEECH-LANGUAGE SERVICES			
Speech-Language Therapy: Individual	\$85		
Speech-Language Therapy: Group of 2		\$65	
Speech-Language Therapy: Group of 3		\$60	
Speech-Language Therapy - Bilingual: Individual	\$91		
Speech-Language Therapy - Bilingual: Group of 2		\$71	
Speech-Language Therapy - Case Management	\$85		
Speech-Language Therapy - Meeting Attendance	\$85		
Speech-Language Assessment			\$390
Speech-Language Assessment - Bilingual			\$550
Speech-Language Screening	\$85		
Speech-Language Screening - Bilingual	\$91		
Speech-Language Review of Records			\$260
Speech-Language - Progress Report Writing	\$84.00		
MENTAL HEALTH/SOCIAL WORK SERVICES			
Mental Health/Social Work Services: Individual	\$85		
Mental Health/Social Work Services: Group of 2		\$65	
Mental Health/Social Work Services: Group of 3		\$60	
Mental Health/Social Work Services - Bilingual: Individual	\$91		
Mental Health/Social Work Services - Bilingual: Group of 2		\$71	
Mental Health/Social Work Services - Meeting Attendance	\$85		
Mental Health/Social Work Services - Assessment			\$390
Mental Health/Social Work Services - Assessment - Bilingual			\$550
Mental Health/Social Work Services - Screening	\$85		
Mental Health/Social Work Services - Screening - Bilingual	\$91		
Mental Health/Social Work Services - Review of Records			\$260
Mental Health/Social Work Services - Progress Report Writing	\$84.00		
OCCUPATIONAL AND PHYSICAL THERAPY SERVICES			
Occupational/Physical Therapy Services: Individual	\$94		
Occupational/Physical Therapy Services: Group of 2		\$74	
Occupational/Physical Therapy Services - Bilingual: Individual	\$100		
Occupational/Physical Therapy Services - Bilingual: Group of 2		\$84	
Occupational/Physical Therapy Services - Meeting Attendance	\$94		
Occupational/Physical Therapy Assessment			\$415
Occupational/Physical Therapy Assessment - Bilingual			\$515
Occupational/Physical Therapy - Screening	\$94		
Occupational/Physical Therapy - Screening - Bilingual	\$100		
Occupational/Physical Therapy - Review of Records			\$290
Occupational/Physical Therapy - Progress Report Writing	\$94.00		
PSYCHOLOGICAL SERVICES			
School Psychologist	\$120		
School Psychologist - Bilingual	\$130		
Psychoeducational Assessment			\$1,400
Psychoeducational Assessment - Bilingual			\$1,650
Academic Assessment			\$350
Academic Assessment - Bilingual			\$525
School Psychology - Progress Report Writing	\$118.00		
ADDITIONAL SERVICES			
Service	Rate per Hour	Flat Fee	
AAC Evaluation – For up to Six Hours Per Evaluation (Additional Time Billed Hourly)	\$85	\$520	
AAC Evaluation – Bilingual – For up to Six Hours Per Evaluation (Additional Time Billed Hourly)	\$95	\$620	
Scheduling	\$85		
Translator Services	\$85		
Emergency Services	\$100		
External Camera (Basic Model)		\$40	
Document Camera		\$100	
Occupational Therapy Kits		\$50	

Addendum A: TalkPath Live Service Menu & Pricing Structure for SY 2022-2023:
continued:

NOTES:

- Speech-language, OT, PT, PS, and MH/SW direct services include session preparation, treatment, and daily note.
- Hourly rate is prorated to the 5-minute mark.
- Discounts apply for group therapy sessions.
- LIBERAL MISSED SESSION POLICY: 4-hour notice vs. a 24-hour notice.
- The following services are included at no cost for all TPL therapy modalities, whether charged by the hour or at a flat fee:
 - eHelper Training
 - Tech Check & Support
 - Contract Initiation & Launch
 - Correspondence/Communications (phone calls, emails, texts)

Addendum B: Consent for the Delivery of Teletherapy Evaluation Services



Consent to Evaluate

Name of Student: _____ Date of Birth: _____

School: _____ Grade: _____

Evaluation Requested For (check all that apply):

_____ Speech-Language Therapy

_____ Academic

_____ Occupational Therapy

_____ Psychoeducational

_____ Physical Therapy

_____ Educational Diagnostic

Reason for Evaluation:

I, _____, the parent/legal guardian of
_____, authorize the above evaluation(s) to
be provided for my child. I understand that this assessment(s) may be conducted virtually using a
private and secure video connection and that results and recommendations will be discussed
with me following the evaluation(s).

Name of Parent/Guardian: _____

Relationship to Student: _____

Address: _____

Phone: _____

Signature

Date

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