

SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the “Agreement”) is entered into between 21ST CENTURY THERAPY, P.C., a Missouri professional corporation (“Contractor”) and KC International Academy, a Missouri non-profit corporation (“Institution”).

WHEREAS, the Institution desires to have Contractor provide certain occupational, physical, speech therapy, and/or other services to certain persons (“Designees”) associated with and designated by Institution, all upon the terms, conditions, and mutual promises hereinafter contained.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. TERM AND TERMINATION: Unless sooner terminated as hereinafter provided, the term of this Agreement shall be as follows:

- (a) It shall commence on or about August 8, 2022
- (b) It shall terminate on or about August 7, 2023

2. SERVICES TO BE PROVIDED BY CONTRACTOR: Institution hereby engages Contractor to provide the Services (as hereinafter defined) by and through such occupational, physical, and/or speech therapist(s) and other health care professionals and administrative employees as satisfy the qualifications and criteria herein set forth. For purposes of this Agreement, the term “Services” shall mean:

- (a) Providing such occupational, physical, speech therapy, and other services as deemed appropriate; direct and indirect services as will meet the needs of the Designees to the reasonable satisfaction of the Institution;
- (b) Demonstrating effective collaborative working relationships with staff at Institution; and
- (c) Preparing and maintaining all appropriate records of the Services provided by Contractor’s therapist(s).

Contractor shall arrange to have the following therapists available to provide the Services to the Designees during the term of this Agreement:

Occupational and Physical Therapy Services, as needed for the 2022-23 School Year.

3. SERVICES AND ITEMS TO BE PROVIDED BY INSTITUTION: To facilitate the provision of Services, and as a condition precedent to the provision of such Service, Institution shall provide the following services and items to Contractor:

- (a) REFERRAL DOCUMENTATION: Institution shall provide Contractor with all records and information relevant to the Designee which are necessary and appropriate for the professional performance of the Services by Contractor. All student-related records and personally identifiable information contained in such records (collectively, “Student Records”) shall be used only in compliance with this Agreement and applicable Federal and State law. Pursuant to its obligations under The Individuals with Disabilities Education act (“IDEA”), Section 504 of the Rehabilitation Act, the Health Insurance Portability and Accountability Act of 1996 Pub. L. 104-191 (“HIPAA”) and the Family Educational Rights and Privacy Act, 20 USC §1232g, and its implementing regulations, 34 CFR pt. 99, as each may be amended from time to time (“FERPA”), Institution hereby acknowledges that Contractor has legitimate educational interests in the Student Records disclosed to Contractor. Contractor agrees to use, maintain in confidence, and disclose Student Records only in accordance with the requirements of FERPA, HIPAA, and all other Federal and State privacy laws, rules, and regulations. Contractor agrees that it shall not maintain, use, disclose, or allow access to Student Records except as permitted by this Agreement or as otherwise authorized by Institution and by law, and will use Student Records disclosed by Institution only for the purposes for which such disclosure was made. At no time shall Contractor obtain ownership over any Student Records and ownership shall remain with Institution.
- (b) TREATMENT LOCATION: Institution shall provide a suitable location for the professional performance of the Services by Contractor.
- (c) RENTAL EQUIPMENT: Unless otherwise provided, Institution shall provide, at its sole cost and expense, all rental equipment which is necessary or appropriate, for professional performance of the Services after consultation and upon approval.

In all events, the services and items to be provided by Institution shall meet the reasonable requirements of Contractor and comply with standards and requirements set forth in applicable federal, state, local laws, and professional standards pertaining to the practice of occupational, physical, and speech therapy as well as the maintenance of health, safety, and welfare of the Designees with respect thereto.

4. COMPENSATION: In consideration of the provision of the Services by Contractor, Institution shall make the following payments to Contractor:

- (a) HOURLY BASIS: Institution shall pay Contractor at \$67.50 per hour with a \$135.00 minimum charge per trip, for the Services provided including, but without limitation, for all direct/indirect Designee therapy activities, preparation and maintenance of documentation of Designee therapy, and all time devoted to travel between locations of the Institution. The parties agree that such rate of payment reflect Institution’s fair judgment of the fair

and marketable value of the Services to be provided.

- (b) MILEAGE REIMBURSEMENT: Institution shall reimburse Contractor for travel at a rate of \$0.585 per mile for all travel between locations of the Institution associated with the provision of Services or other activities called for under this Agreement.
- (c) STATEMENTS: Not less frequently than monthly, Contractor shall provide Institution with an itemized statement for all services rendered, the date or dates of all such Services, including, without limitation, services fees, mileage, equipment rental, as well as such other information as Institution may reasonably request. The parties agree that a statement in the form of Exhibit A attached hereto and incorporated herein by reference shall be acceptable. Such statement will set forth the amount owing by Institution, which amounts shall be paid in full not later than 30 days after submission of such statement by Contractor to Institution. Unless otherwise agreed by the parties in writing, payments shall be payable in cash, cashier's check or company check of Institution. Late payment will result in a 0.5% per month late fee to be compounded monthly.

5. SCHEDULING: The timing for appointments for provision of Services to the Designees shall be agreed upon between Institution and Contractor; provided, however, that Contractor shall have the option to decline to provide Services at any given time, so long as it shall have made its best effort to accommodate the needs of Institution and Designees with respect to the timing of provision of such Services.

6. QUALIFICATIONS OF CONTRACTOR: Each therapist providing the service hereunder shall:

- (a) Be duly licensed or certified to provide the relevant therapy in the State of Missouri; and
- (b) Comply with the laws of the State of Missouri, applicable laws of the United States and the standards of the profession being practiced.

7. QUALIFICATIONS OF CONTRACTOR'S EMPLOYEES: Contractor agrees that all of its employees who provide or will provide Services, or parts thereof, under this Agreement will be qualified and competent to perform and provide such Services. Contractor shall take reasonable steps to prevent its employees from exposing any student or minor to impropriety of word or conduct. Contractor shall not knowingly permit its employees, staff, or agents to smoke on premise, to drink any intoxicating beverage, or to be under the influence of drugs or alcohol while providing any Services. Contractor shall be responsible for hiring and discharging personnel employed by Contractor to perform its obligations hereunder. Institution's Superintendent, or its designee, may for cause, temporarily or permanently remove any Contractor employee, staff, or agent. Cause includes but is not limited to operational impairment, personal habits, skills, character, behavior, or conduct judged to be detrimental to the welfare and best interest of the students or minors. Contractor

will be promptly notified of any such action, and if practical given advance notice. Institution shall provide Contractor the basis of such removal in writing, stating the cause therefore and include any supporting documentation. Cause shall not violate applicable local, state or federal laws, rules or regulations.

8. NATURE OF RELATIONSHIP: It is expressly agreed that no relationship of principal/agent or employer/employee, joint venture or partnership or shall be construed to be created by this Agreement between Institution and Contractor, or between Institution and any employees of Contractor. At all times during the term herein, Contractor shall be solely responsible for the action of its employees and for the payment of any and all compensation, salaries, wages and benefits for any of its employees providing any of the Services herein to be provided by Contractor, and such employees shall be and remain at all times hereunder the employees of Contractor. At no time shall any such employee of Contractor hold himself or herself out to be an employee of Institution.

Contractor is an independent contractor, and as such, shall have the right to determine the method, details, and means of performing the Services. Institution shall, however, be entitled to exercise general power of supervision and control over the results of work performed by Contractor, including the right to inspect, the right to make suggestions or recommendations as to the details of the Services, and the right to propose modifications to the Services.

9. NON-COMPETITION: Institution shall not solicit for employment, offer employment to, employ, or engage, either as an independent contractor, or otherwise, any employee Contractor who performs services for Institution, for a period of one (1) year from the date employee last performed services for Institution, without the prior written consent of Contractor.

10. TERMINATION: Either Contractor or Institution may terminate this Agreement, for any reason and without cause by providing thirty (30) days' written notice to the other party.

11. TERMINATION FOR NONPAYMENT/DEFAULT: In the event Institution fails to make payment to Contractor within ten (10) days from the date any payment hereunder is due, Contractor shall have the right to issue written notice to Institution providing Institution with five (5) business days to cure by making payment to Contractor. In the event Institution does not make such payment within ten (10) days after receiving such written notice from Contractor, Contractor shall have the right to terminate this Agreement.

12. CONTRACTOR'S MAINTENANCE OF DOCUMENTS: Until the expiration of five (5) years after the furnishing of Services pursuant to this Agreement, Contractor agrees to maintain and make available, upon request from the Secretary of Health and Human Services, the Comptroller General, or any of their duly authorized representatives (including Medicare, Medicaid, or authorized insurance companies), this Agreement and its books, documents, and/or records that are necessary to certify the nature and extent of the costs claimed to Medicare, Medicaid, or authorized insurance companies with respect to such Services. Contractor further agrees that upon subcontracting any of the Services which

Contractor is to perform under this Agreement, Contractor shall require a similar provision requiring such subcontractors to make available books, documents, and/or records until the expiration of five (5) after furnishing such Services under this Agreement in the same manner as set forth above.

13. **NONDISCRIMINATION:** Contractor agrees that it will not discriminate on the basis of race, color, religion, sex, age, national origin, disability, or veteran status in the provision of the Services or any goods, services, programs, activities, or privileges, nor against any employee or applicant for employment, in compliance with applicable federal, state, and local laws.

14. **NOTICES:** All notices and other communications required or permitted to be given hereunder shall be in writing and shall be either personally delivered or mailed by certified or registered mail, postage prepaid, addressed as follows:

If to Institution: KC International Academy
 414 Wallace Ave.
 Kansas City, MO 64125
 ATTN: Superintendent

If to Contractor: 21ST CENTURY THERAPY, P.C.
 8951 East 60th Street
 Raytown, Missouri 64133

or at such other address or addresses as either party may designate in writing in the manner set forth above. Any such notice given in aforesaid manner shall be deemed effective at the earlier of actual receipt or, in the event United States mail is utilized in the manner provided above, the date delivery is first attempted by the United States Postal Services as reflected on the notice given pursuant to this paragraph.

15. **BACKGROUND CHECKS:** Contractor shall require each of its employees, agents, and independent contractors providing services under this Agreement to be subjected to criminal and child abuse and neglect background checks (collectively “Background Checks”). The Background Checks will, at a minimum, be as comprehensive as the criminal background check required of the Institution’s employees. The results of these Background Checks must be deemed satisfactory before allowing the employee, agent, or independent contractor to have direct contact with students, provided that any record indicating a finding or plea of guilty to any felony, any crime involving abuse or neglect of children, any sex offense or crime involving moral turpitude, or any other offense stated in RSMo. Section 168.071 will not be deemed a satisfactory background check. Prior to receipt of a satisfactory background check, Contractor shall not allow the employee, agent, or contractor undergoing Background Checks to engage in services under this Agreement. The Institution shall have no responsibility whatsoever for the costs associated with conducting Background Checks.

16. **CONFIDENTIALITY:** Contractor acknowledges that it may now, and in the future, have access to and contact with confidential personally identifiable information contained within education records, related to students (the “Student Information”), which Student

Information's Confidentiality is protected by federal or state law, such as the Family Education Rights and Privacy Act (FERPA) and its regulations. Both during the term and thereafter, Contractor covenants and agrees to hold such Student Information, as well as any other information protected from public disclosure by federal or state law or by the policies or procedures of the Institution. Further, Contractor covenants and agrees that it will not disclose any Student Information to any third party, except as required by federal or state law.

17. CONTRACTOR'S INTELLECTUAL PROPERTY. Contractor's name and logos and all trademarks, trade names, and other intellectual property of Contractor, whether registered or not, and the goodwill associated therewith, are the valuable property of Contractor and all the rights thereto are and shall remain the sole and exclusive property of Contractor. Any and all work product or intellectual property developed by or incorporated into the Services or the Contractor's curriculum shall be solely owned by Contractor and the other parties shall have no claim of ownership to such materials.

18. INSTITUTION'S INTELLECTUAL PROPERTY. Institution's name and logos and all trademarks, trade names, Institution provided data and information, and other intellectual property, whether registered or not, and the goodwill associated therewith, are the valuable property of Institution and all the rights thereto are and shall remain the sole and exclusive property of Institution.

19. INDEMNIFICATION: Contractor agrees to indemnify and hold the Institution, its board of education, agents, servants and successors harmless for any claims, costs, losses or damages, including attorney's fees, arising out of or caused by Contractor's or Contractor's agent's or employee's willful or negligent acts or omissions related to the performance of any duties required by this Agreement.

20. INSURANCE:

- A. Contractor must obtain and maintain at all times during the term of this Agreement workers' compensation insurance, employer liability insurance, and comprehensive general liability insurance coverage to cover potential liability arising from the performance of Services by it hereunder.
- B. Contractor shall, at its expense, procure and keep in force during the entire term of this Agreement for claims arising under this Agreement, Commercial General Liability and Automobile Liability Insurance to protect Contractor, its personnel, and Institution and its board, officers, employees and agents from all claims, demands, and liability arising from and/or on account of or out of the providing of Services by Contractor. Contractor shall provide General Liability limits of not less than \$2,000,000.00 each occurrence and \$4,000,000.00 aggregate bodily injury and property damage and \$2,000,000.00 Personal Injury each occurrence and aggregate; Automobile Liability limits of not less than \$2,000,000.00 combined single limit for bodily injury and damage to property for all owned, hired and non-owned autos; such

insurance carries shall be carried with companies authorized to transact business in the State of Missouri. Contractor will provide to Institution a certificate of insurance evidencing such coverage and designating Institution as an additional insured as its interest may appear for both the General and Automobile Liability programs, such certificate to be provided by July 1st of each contract year, or on renewal of such policies. All insurance policies shall provide that no coverage shall be canceled except by thirty (30) days' written notice to Contractor and Institution. Insurer shall maintain a minimum A.M. Best's & Company rating of A or Contractor shall obtain insurance from a company mutually agreed upon between Contractor and Institution. Upon request, Contractor shall provide Institution with a certificate of insurance as evidence of having statutory workers' compensation coverage at levels and in forms required by the laws in which Contractor shall operate for this Agreement.

21. **NO THIRD-PARTY BENEFICIARY:** The terms and provisions of this Agreement are intended solely for the benefit of each party hereto and their respective successors and permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other person.

22. **ASSIGNMENT:** Neither this Agreement nor any of the rights and obligations hereunder may be assigned by any party without the prior, express written consent of the other party.

23. **AMENDMENTS IN WRITING:** This Agreement may be amended at any time by mutual agreement of the parties, provided that before any amendment shall be operative or valid, it shall be in writing and signed by both parties.

24. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between Institution and Contractor, and there are no other terms, conditions, promises, understandings, statements or representations, express or implied, concerning the obligations or rights of the parties. This Agreement supersedes all prior agreements between the parties concerning the subject matter hereof.

25. **FORCE MAJEURE.** Neither party shall be liable or responsible to the other, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the party, including acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lock-outs, strikes or other labor disputes (except those relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown or power outage.

26. EMPLOYMENT VERIFICATION SYSTEM. Prior to commencement of work for the Institution, Contractor shall provide to the Institution a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in the federal work authorization program. Federal work authorization program means the E-Verify Program maintained and operated by the United States Department of Homeland Security and the Social Security Administration, or any successor. Contractor shall also provide the Institution a sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

27. APPLICABLE LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to conflict of laws principles.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CONTRACTOR

21ST CENTURY THERAPY, P.C.

By: Deborah K Wagner
Name: Deborah K. Wagner
Title: President

INSTITUTION

KC INTERNATIONAL ACADEMY

By:

Name:

Title:

EXHIBIT A

FORM OF CONTRACTOR STATEMENT

SERVICE(S) PROVIDED	MONTH OF SERVICE	TOTAL # OF HOURS WORKED PER BILLING PERIOD	TOTAL # OF MILES TRAVELED PER BILLING PERIOD
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TOTAL AMOUNT DUE:

DATE DUE:

MAKE PAYMENT TO: ***21ST CENTURY THERAPY, P.C.
8951 E. 60TH STREET
RAYTOWN, MO 64133***