



SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the “Agreement”) is entered into this May 9th, 2023, by and between Florida Kids Therapy Services LLC, having its principal place of business at 11512 Lake Mead Avenue, Suite 604, Jacksonville, Florida 32256 (the “Practice”), and the Global Outreach Charter Academy (the “School”) having its principal place of business at 8985 Lone Star Jacksonville, FL 32211. Practice and School are jointly referred to in this Agreement as the “Parties” and individually as a “Party.”

WHEREAS, the School is a charter school in Duval County, Florida.

WHEREAS, the Practice is a school therapy provider in Duval, St Johns, Nassau, and Clay Counties.

WHEREAS, the Practice will provide licensed Speech-Language Pathologist(s), licensed Speech-Language Pathology Assistant(s), licensed Occupational Therapist(s), and licensed Physical Therapist(s) (the “Service Providers”).

WHEREAS, the School, subject to the terms and conditions contained in this Agreement, desires to hire the Practice to provide the Service Providers to perform speech and language pathology, occupational, and physical therapy services to students.

NOW THEREFORE, in consideration of the above Recitals, which are hereby incorporated into this Agreement, and in consideration of the mutual promises made herein, the receipt and sufficiency of which are hereby acknowledged, the Parties further agree as follows:

1. Term: The term of this Agreement, unless otherwise terminated pursuant to the terms of this Agreement, shall be for the period beginning August 1st, 2023 through June 30th, 2028.
2. Scheduling and Rates:
 - 2.1 School Schedule: School will provide Practice with work assignments consistent with School’s standard workday and calendar.
 - 2.2 Rates: The School agrees to compensate the Practice Sixty-Five Dollars and No Cents (\$65.00) per hour for each hour of services a Service Provider provides. The School agrees to compensate the Practice Fifty-Eight Dollars and No Cents (\$58.00) per hour of services provided by a Speech-Language Pathology Assistant.

3. Services: The Practice shall provide speech and language pathology, occupational, and physical therapy services to students of the School, such services to include but not limited to consultation, evaluation, documentation, parent and/or teacher meetings, screening, treatment of communication disorders, gross motor, or occupational needs, staffing meetings, paperwork, and such other services as may from time to time be reasonably requested by the School, including, but not limited to such further services as may from time to time be necessary and in the best interest of one or more students of the school (the “Services”).

4. Duties the Practice:
 - 4.1 Certifications: Service Providers shall at all times have during the term that Services are provided maintain, at no cost to the School, all necessary licenses and certifications. The Practice and its Service Providers shall fully comply with all Federal, state, and local requirements with respect to the practice of speech pathology and occupational therapy.

 - 4.2 Taxes and Withholdings: All Service Providers provided to School pursuant to this Agreement are employees or subcontractors of the Practice and the Practice is solely responsible for any and all wages, fees, benefits, tax withholdings, and any other legally required withholdings of the Service Providers.

 - 4.3 Service Schedule: The Practice’s Service Providers shall provide the School an agreed upon amount of hours of service per week for each school year. Additional time may be added at the same rate set forth in Section 2.2 as needed due to evaluations, meetings, or additional students needing Services. Notice in writing will be provided with the estimated number of hours needed for each school year.

 - 4.4 Documentation and Records: Practice shall maintain current and accurate documentation, including but not limited to, intervention logs reflective of Services and current Individualized Education Plans.

 - 4.5 Family Educational Rights and Privacy Act (FERPA) Compliance: The Practice will comply with FERPA requirements.

5. School’s Obligations:
 - 5.1 Facility: School will provide a designated space for the Practice to perform Services and a designated lockable storage area for Practice to store student records.

 - 5.2 Designation of Liaison: School will designate a representative of School to serve as Liaison between School and the Practice (the “Liaison”). The Liaison is to communicate with Jessica Otto, or the representative she designates from time to time.

 - 5.3 School Procedures: School will provide instruction and orientation for the Practice’s Service Providers assigned to work in its facility. School will notify the

Practice and any Service Provider providing Services to School of all documentation and record keeping procedures required by School.

6. Indemnity and Hold Harmless:

6.1 Indemnification: Either Party (as "Indemnifying Party"), except where prohibited by law, shall indemnify, hold harmless, and defend the other Party and its managers, officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and reasonable attorneys' fees, that are incurred by Indemnified Party in a judgment, administrative proceeding, or any alternative dispute resolution proceeding (collectively, "Losses"), arising out of any third-party claim alleging:

- (i) any breach or non-fulfillment of this Agreement;
- (ii) any negligent or more culpable act or omission of Indemnifying Party or its Personnel (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement; or
- (iii) any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of Indemnifying Party or its Personnel (including any reckless or willful misconduct).

6.2 Exceptions and Limitations on Indemnification. Notwithstanding anything to the contrary in this Agreement, Indemnifying Party is not obligated to indemnify, hold harmless, or defend Indemnified Party against any claim, whether direct or indirect, if such claim or corresponding Losses arise out of or result from, in whole or in part, Indemnified Party's: i) gross negligence or more culpable act or omission (including recklessness or willful misconduct); or ii) bad faith failure to materially comply with any of its material obligations set forth in this Agreement.

7. Compensation:

7.1 Billing Rates: The billing rates for each Service Provider assigned to the School providing Services are specified in Section 2.2.

7.2 Invoicing: Compensation shall be payable in twice monthly units and will be invoiced on the first and fifteenth of every month. Payment of such invoices is due within fifteen days of date of issuance.

7.3 Non-Payment: If an invoice is not paid in full fifteen days following the due date, a fifty dollar (\$50.00) late fee will be charged. If invoices are not paid in full 30 days following the due date, all Services will be suspended until payment in full is received.

8. Non-Solicitation: During the term of this Agreement and for a period of twelve (12) months thereafter (the "Non-Solicitation Period"), School agrees not to, either directly or indirectly through a third party, hire, attempt to hire, contract with independently, or solicit for employment a Service Provider who was referred to School by Practice. Recognizing that compensatory monetary

damages resulting from a breach of this section would be difficult to prove, the School agrees that such breach will render it liable to Practice for liquidated damages in the amount of fifteen thousand dollars (\$15,000.00) for each such individual. If any aspect of the restrictive covenants contained in this Section 8 is deemed by a court of competent jurisdiction to be too broad as to time, area, or restricted activity, then such defective aspect shall be reduced to such scope as is reasonable and enforceable, and the restrictive covenants as so modified shall be enforceable by injunction or any other legal or equitable remedy.

9. Termination of Agreement: This Agreement may be terminated by the School without cause with sixty (60) days written notice delivered to the other Party according to Section 11. In the event the School terminates the Agreement, School will be responsible to pay for all Services performed by the Service Providers.

10. Confidentiality: Parties agree to keep the terms of this Agreement confidential and not to disclose the terms to any third party, including without limitation Service Providers provided by Practice, however, this section shall not apply if such disclosure is required by law or court order. School agrees to inform all persons, whether employees, contractors, or agents of School, with knowledge of the terms of the Agreement of the confidentiality provisions contained herein.

11. Notice: Each Party shall deliver all notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a “Notice”) in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this section) by overnight courier and by electronic mail:

PRACTICE:
Florida Kids Therapy Services LLC
11512 Lake Mead Ave.
Suite 604
Jacksonville, Florida 32256
Attention: Jessica Otto
Email: jessica@floridakidstherapyservices.com

SCHOOL:
Global Outreach Charter Academy
8985 Lone Star Road
Jacksonville, Florida 32211
Attention: Sergey Soroka
Email: ssoroka@gocacademy.com

12. Choice of Law: This Agreement and any claims arising out of or relating to this Agreement or the relationship between the Parties shall be governed by and construed in accordance with the laws of the State of Florida and shall in all respects be interpreted, enforced and governed under the internal and domestic laws of such state, without giving effect to the principles of conflicts of laws of such state.

13. Submission to Jurisdiction: Any legal suit, action, or proceeding arising out of or relating to this Agreement, the relationship of the Parties or the transactions contemplated hereby or thereby shall be instituted in the federal courts of the United States of America or the courts of the State of Florida in each case located in the County of Duval, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

14. Attorney's Fees and Costs: In the event of litigation arising out of this Agreement, the prevailing Party in such litigation shall be entitled to payment of its reasonable attorneys' fees and costs from the other Party.

15. Force Majeure: Neither Party shall be responsible or considered in breach of this Agreement for any delay or failure in the performance of any obligation of this Agreement to the extent that such failure or delay is caused by acts of God, governmental actions, fires, explosions, labor disputes, accidents, civil disturbances, material shortages or other similar causes beyond its reasonable control, even if such delay or failure is foreseeable. Provided, however, that the non-performing Party provides notice of such cause preventing or delaying performance and resumes its performance as soon as practicable and provided further that the other Party may terminate this Agreement upon notice if such non-performance continues for a period of ninety (90) days.

16. Amendment and Modification: 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.

17. Severability: Each provision of this Agreement is severable and if, for any reason, any provision or any part thereof is determined to be invalid and contrary to any applicable law, such invalidity shall not impair the operation of or affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part thereof had been omitted.

18. Entire Agreement: This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and date set forth adjoining their respective signatures.

GLOBAL OUTREACH CHARTER ACADEMY

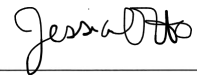


Ilya Soroka

CEO

Date: 01/1/23

FLORIDA KIDS THERAPY SERVICES LLC



Jessica Otto

Director

Date: 06 / 06 / 2023

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SENT

06 / 06 / 2023

06:31:47 UTC-4

Sent for signature to Jessica Otto
 (jessica@floridakidstherapyservices.com) from
 annmarie.ball@floridakidstherapyservices.com
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VIEWED

06 / 06 / 2023

06:54:18 UTC-4

Viewed by Jessica Otto
 (jessica@floridakidstherapyservices.com)
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SIGNED

06 / 06 / 2023

06:54:31 UTC-4

Signed by Jessica Otto
 (jessica@floridakidstherapyservices.com)
 IP: 174.239.83.26



COMPLETED

06 / 06 / 2023

06:54:31 UTC-4

The document has been completed.