

I Am Boundless, Inc.
445 E. Dublin-Granville Road/Building H
Worthington, OH 43085 614-844-3800

SERVICE AGREEMENT

This Agreement ("Agreement") is made by and between **Big Walnut Local Schools** (the "District"), and I Am Boundless, Inc. ("IAB") a corporation having a principal place of business at 445 East Dublin Granville Rd. Bldg H. Worthington, Oh 43085. The District and IAB are hereinafter jointly referred to as the "Parties" and, individually, as a "Party." This Agreement is effective as of **August 8, 2023**, the "Effective Date."

I. PURPOSE.

This Agreement is intended to establish a contractual relationship between the District and IAB pursuant to which IAB will provide services for student **#1608** as specified under the terms set forth in this Agreement.

II. TERM.

This Agreement is effective **August 8, 2023**, and will remain in effect through **May 30, 2024**, unless terminated as provided within this Agreement or extended in a writing agreed upon by the Parties and appended hereto. This agreement shall not automatically be renewed for additional terms.

III. AUTHORITY TO CONTRACT.

Each Party assures it possesses legal authority to contract concerning the contractual obligations referenced in this Agreement.

IV. CONSIDERATION AND SERVICES PROVIDED.

In consideration of the promises, each to the other, herein contained and for good and valuable consideration, it is hereby agreed as follows:

- A. During the Term of this Agreement, IAB will enroll **#1608** into IAB's program and provide the student with the services to support the identified core behavioral goals in the student's IEP at a staffing ratio of 1:1. The student will have full access to specially trained staff, adapted curriculum, and specialized facilities designed to educate the student in the least restrictive environment possible and behavioral support throughout the day using the principles and procedures of Applied Behavior Analysis (ABA). Services will be available for up to six (6) hours per day, five (5) days per week following IAB's schedule.
- B. During the term of this Agreement, IAB may provide the student with additional services and supports, differing from and in addition to those provided pursuant to Section IV (A) above, when in IAB's professional opinion and based upon its assessment such additional services and supports are beneficial and appropriate, they are authorized in writing by the District and/or by the student's parent/guardian, and such services and supports are

eligible for funding by alternative financial sources, such as Medicaid or private insurance.

- C. IAB shall maintain written IEP progress data for the student and provide it to the District on a quarterly basis, or as requested by the District.

D. PAYMENT FOR SERVICES

1. The payment for the services described in Section IV(A), above, will be **Three Thousand Five Hundred Two and 00/100 Dollars** per month, paid by the District to I Am Boundless, Inc. IAB agrees to invoice the District for this payment amount monthly. The fee owed for a partial month of enrollment will be prorated based upon the number of days in the month that the student was served. The itemized invoice will be submitted by the fifteenth of the month following the completion of the services rendered. Payment for services will be made by the District to IAB by the fifteenth of the next month.
2. If IAB provides services and supports to the student as described in Section IVC above, IAB shall bill Medicaid, private insurance or other available private funding sources directly, and will not bill the District, for such services and supports. IAB will not include such costs in the invoice IAB submits to the District.
3. In the event the Parties agree to a reduction in the amount of services set forth in Section IV(A), the applicable compensation shall be adjusted to an amount proportional to the agreed upon service levels.

- E. IAB, and any service provider supplied by IAB to perform the services specified in this Agreement, shall perform those services in accordance with IAB's and/or the service provider's own methods and will be subject to the control of the District only as to the end product or final result of such services, not as to the means whereby it is to be accomplished.

V. INDEPENDENT CONTRACTOR RELATIONSHIP.

It is agreed that the legal relationship between IAB and the District, and between IAB's service provider(s) and the District, is of a contractual nature. Both IAB and the District assert and believe that IAB and the individual service providers it supplies to the District to perform the services specified in this Agreement are acting as independent contractors to the District in providing those services. IAB and its individual service providers are at all times acting as an independent contractor and not as subcomponents, officers, agents, or employees of the District. As an independent contractor, IAB and its officers and employees and individual service providers are not entitled to any current or future benefits provided to employees of the District, except as otherwise provided in this contract. Further, the District shall not be responsible for withholding of social security, federal and/or state income tax, or unemployment compensation from payments made by the District to IAB.

VI. BACKGROUND CHECKS and LICENSURE.

- A. IAB shall obtain Bureau of Criminal Investigation criminal background checks for any IAB employees or providers that will be providing services to the student. These checks shall

satisfy the requirements of Ohio Revised Code Chapter 3319. IAB shall not assign any employee to perform duties pursuant to this Agreement who has a disqualifying offense under these statutes. IAB shall pay the costs of obtaining background checks and it shall, upon request, provide the District with copies of the background checks.

- B. IAB shall ensure that individuals providing services under this Agreement obtain and maintain all necessary licensure to perform said services. IAB will provide the District copies of all professional licensures, upon request, of personal performing services under this Agreement prior to the commencement of services.

VII. CONFIDENTIALITY

District agrees not to disclose any information obtained while performing the services set forth in this contract without the express prior written informed consent of the individual authorized to release such records. Specifically with respect to student-specific protected health information, District agrees at all times to retain the confidentiality of any consumer-specific information made available to or generated by the District through the course of the contact.

District agrees that the confidentiality of student (collectively, "Confidential Information") is the property of I Am Boundless, Inc., and the District will keep that information confidential and will use such items only in accordance with performance of this Agreement, or any other Agreement issued by I Am Boundless, Inc. "Confidential Information" is defined as:

- Any Protected Health Information (PHI), which includes past, present, and future physical or mental health and/or alcohol and substance abuse conditions and/or treatments, demographic information, social security number, driver's license/ID numbers, registration records, family records, test results, conversations, research records, and financial information in any medium, whether oral, written, or electronic.

In cases where District and subcontractors of the District will have access to Protected Health Information (PHI) defined in 45 CFR 160.103, either electronic or non-electronic, District must complete the Business Associate Agreement, attached at Exhibit A.

If applicable, IAB shall comply with any applicable requirements of FERPA.

VIII. RECORDS

IAB shall maintain a record system adequate for recording the services provided, charges, data and other commonly accepted information for services provided to the student under this contract. IAB shall allow the District access to these records at any time during regular business hours, upon request. At a minimum, IAB shall maintain all records, information, data, reports, and documentation as required for the implementation of the students Individual Education Plan and the services outlined within this contract.

VII. INSURANCE.

IAB shall acquire and be responsible for maintaining professional liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual

aggregate. Additionally, IAB shall provide employment and general liability insurance covering the acts of IAB service providers performing services under this Agreement with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate. The District will maintain customary comprehensive general liability insurance. Each Party shall provide the other with proof of such insurance coverage promptly upon the request by the other.

VIII. ASSIGNMENT.

Neither this Agreement nor any rights or responsibilities shall be assigned or otherwise transferred by either Party without the prior written consent of the other.

IX. SUBCONTRACTING.

Except as otherwise provided in this Agreement, none of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the District. All approved subcontracts must conform to applicable requirements set forth in this Agreement.

X. VENUE AND CHOICE OF LAW.

This Agreement shall be interpreted under and governed by Ohio law. Venue for judicial or arbitral construction shall only be proper in Franklin County, Ohio.

XI. WAIVER OF BREACH.

The waiver of any provision or the breach of any provision of this agreement will not be effective unless made in writing. Any waiver by either party of any provision or the breach of any provision of this agreement will not operate or be construed to be a continuing waiver of the provision or the breach of the provision.

XII. TERMINATION OF AGREEMENT.

Without cause, IAB may terminate this Agreement at any time upon 30 days' written notice to the District. Without cause, the District may terminate this Agreement with written notice to IAB. If the District chooses to terminate, IAB will not be required to perform services beyond the date of termination of this Agreement. Notwithstanding anything contrary contained in this Agreement, IAB may terminate this Agreement upon two weeks' notice to the District should any of the following events occur:

- IAB's decision to terminate its business and liquidate its assets.
- Bankruptcy or Chapter 11 reorganization of IAB.
- The merger or consolidation of IAB with another company.

Prior to the expiration of this Agreement, IAB and the District may agree to replace this Agreement with a new agreement for services as determined by the Parties as a result of interim progress evaluations.

XIII. AMENDMENTS TO AGREEMENT.

The District and IAB may mutually agree to amend this Agreement. In order to effectuate an amendment, proposed changes must be ratified, if required, by both Parties in accordance with the legal requirements governing such ratification, reduced to writing, duly signed and attached to the original of this agreement.

This Agreement shall be subject to renegotiation upon changes in federal or state laws or regulations to conform to any changes caused by amendments or revisions to those laws or regulations.

XIV. NOTIFICATION.

All notices under this Agreement shall be sent to the respective addresses by certified mail, return receipt requested, by overnight courier service, by email, or by personal delivery and will be deemed effective upon receipt. A party may change its address for notice by written notice complying with the requirements of this section. Notices to the District will be sent to the address identified below. Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

THE DISTRICT:

Big Walnut Local Schools
110 Tippet Court
Sunbury, Ohio 43074

IAB:

I Am Boundless, Inc.
445 E. Dublin-Granville Road
Building H
Worthington, OH 43085

XV. SECTION HEADINGS.

The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

XVI. DISPUTE RESOLUTION.

A. Negotiation.

If a dispute arises out of or relates to this Agreement, the Parties agree that senior management will try in good faith to settle the dispute within fourteen (14) calendar days thereafter before resorting to mediation administered by the American Arbitration Association under its Commercial Mediation rules.

B. Mediation and Arbitration.

If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through direct negotiations of the Parties within the fourteen (14) calendar day period specified above, the Parties agree to first endeavor to settle the dispute in an amicable manner by mediation before a single mediator administered by the American Arbitration Association under its Commercial Mediation Rules, before resorting to arbitration. Once the Parties have invoked the mediation process, either Party may choose to discontinue that mediation process at any time and commence arbitration. However, the Parties may choose to continue to mediate, if mutually

agreeable, notwithstanding the fact that they have commenced the arbitration process.

Upon the commencement of the arbitration process, the unresolved controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by binding arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Judgment upon the arbitrator's award may be entered in any court having jurisdiction thereof under the terms of Section X of this Agreement. At any time, the Parties may mutually agree to discontinue the dispute resolution procedures addressed in this Agreement.

C. Selection of Neutral.

Mediation hearings and arbitration hearings shall be conducted before a single neutral selected using the processes specified in the American Arbitration Association's Commercial Mediation Rules and Commercial Arbitration Rules, respectively.

In the case of mediation, the Parties will submit a Request for Mediation to the American Arbitration Association and the Association will choose and appoint a mediator to assist the Parties.

In the case of arbitration, the Parties will use the AAA's listing process pursuant to which the AAA administrator will provide each Party with a list of proposed arbitrators. Each Party will then strike any names they deem to be unacceptable, number the remaining names in order of preference, and return the list to the Association. The AAA will ask arbitrators to serve from among those names remaining on the list, in the designated order of mutual preference.

D. Authority of Mediator.

The mediator shall not have the power to issue a binding decision upon the Parties.

E. Authority of Arbitrator and/or Mediator.

The power of the arbitrator shall be limited strictly to the interpretation, application, or enforcement of the express terms of this Agreement. The arbitrator shall have no power to modify, change, add to or subtract from the express terms of this Agreement. The arbitrator shall only address the issue(s) presented by the Parties. The decision of the arbitrator shall be final and binding upon the Parties. The arbitrator will have no authority to award punitive damages, or any other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement.

F. Costs.

The costs of any proof produced at the direction of the mediator or arbitrator, and the rent, if any, for hearing room shall be borne equally by each Party. The expenses of any witnesses shall be borne, if at all, by the Party calling them. The fees of the court reporter shall be paid by the Party asking for one; such fees shall be split equally if both Parties

desire a reporter or request a copy of any transcript. All costs directly related to the services of the mediator and/or arbitrator shall be split equally between the Parties.

G. Performance to Continue During Dispute.

Performance of this Agreement shall continue during dispute resolution proceedings. No payment due or payable by a Party shall be withheld on account of a pending reference to arbitration or other dispute resolution mechanism except to the extent that such payment is the subject of such dispute.

H. Calculation of Time Limits.

The time limits set forth in this Section XVI of this Agreement shall be deemed to commence with the delivery of written notice by one Party to the other Party indicating the existence of a dispute arising out of or relating to this Agreement, or the breach thereof. The Parties may extend any time limit specified in this Section XVI of this Agreement by mutual, written agreement.

XVII. PARTIES RESPONSIBLE FOR OWN ACTS.

Each Party shall be responsible for its own acts or failures to act in connection with the performance of this Agreement.

XVIII. SEVERABILITY.

In the event any portion of the agreement is held to be invalid, the same will not affect in any respect the validity of the remainder of this agreement.

XIX. FORCE MAJEURE.

Neither I Am Boundless, Inc., and its affiliated companies nor District shall be responsible for any delay or failure in performance resulting from any cause beyond their control, including, but without limitation to war, strikes, civil disturbances and acts of God. When the District has knowledge of any actual or potential force majeure or other conditions which will delay or threatens to delay timely performance of this Agreement, the District shall immediately give notice thereof, including all relevant information with respects to what steps the District is taking to complete delivery of the services to I Am Boundless, Inc., and its affiliated companies.

XX. WHOLE AGREEMENT.

This writing contains the entire Agreement between IAB and the District regarding IAB's provision of the services identified in this Agreement. All other agreements between these Parties concerning this subject matter and contract term, whether written or oral, are void.

(The rest of this page intentionally left blank)

Witness our hands on the dates adjacent to our signatures:

Big Walnut Local Schools:

I AM BOUNDLESS, INC.:

Signatory: _____

Signatory: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Signatory: _____

Print Name: _____

Title: _____

Date Signed: _____