

**NEW MEXICO**  
**ASSOCIATION OF CHARTER SCHOOLS EDUCATION SERVICES**



**AGENCY AGREEMENT AND  
INCORPORATING CONTRACT**

**ACES Contract Number: RFP 23-02**

**Commodity: Ancillary Services**

**Established by:**  **Cooperative Procurement**  **Price Agreement**

**CONTRACT TERM (subject to annual renewal):**

April 5, 2023 through June 30, 2027

**Number of awards: 5**

**Contractors:**

Amergis Healthcare Staffing, Inc. (Previously Maxim Healthcare Staffing Services)  
Communication Express  
E-Therapy Intermediate, Inc.  
LSG and Associates, Inc.  
TalkPath Live

ACES approved by:

Date: 04/22/2024

Christy Takacs

Christy Takacs (Apr 22, 2024 18:27 MDT)

Christy Takacs  
Executive Director, Chief Procurement Officer



**The Association of Charter School Education Services**

P O Box 16326  
Albuquerque, New Mexico 87191

**AMENDMENT  
to  
ACES Contract RFP 23-02 – Ancillary Services**

**BETWEEN:** Talk Path Live and ACES

**Effective Date:** Last date of signature – February 2026.

**Background:**

1. ACES awarded a contract to Talk Path Live under RFP 23-02 for Ancillary Services on April 5, 2023.
2. The Parties desire to amend the Contract as set forth in this Contract Amendment (the "Amendment").

**IN CONSIDERATION OF** the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by signing below. The Parties agree to keep, perform, and fulfill the promises, conditions, and agreement(s) as stated below:

**Amendment(s):**

The Contract is amended as follows:

- Paragraph 2.B. of the AAIC has been modified and is now as follows:  
Termination Notice. This Agreement may be terminated with 60 days' minimum written notice to ACES Participating Agency if ACES or the CONTRACTOR determines that termination is in the best interest of ACES and/or the CONTRACTOR or with 90 days minimum written notice to CONTRACTOR if it is determined that termination is in the best interest of ACES and/or the ACES Participating Agency. This provision is not exclusive and does not waive each party's other legal rights and remedies caused by the ACES Participating Agency or ACES default/breach of this agreement.
- A Client Service Agreement will be required to be executed by both Talk Path Live and the Participating Agency. Included in the agreement are specific terms for cancelled or missed sessions which will be applicable to all service performed by Talk Path Live for Participating Agencies, unless otherwise negotiated and agreed to in writing through the agreement by Talk Path Live. A sample copy of the agreement is included with this amendment.

**No Other Changes**

Except as otherwise expressly provided in this Amendment, all the terms and conditions of the original Contract remain unchanged and in full force and effect.

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures in agreement.

**ACES**

Christy Takacs

Christy Takacs (Feb 4, 2026 14:59:12 MST)

Signature

Christy Takacs

Printed name and Title

Date: 02/04/2026

**Talk Path Live**

Theresa Grant

Signature

Theresa Grant

Printed Name and Title

Date: 02/04/2026



## CLIENT SERVICE AGREEMENT

**[NAME OF CLIENT]**

*and*

**TalkPath Live**

**2025-2026 School Year**

**TalkPath Live  
700 Alexander Park Dr.  
Suite 101  
Princeton, NJ 08540  
855-274-9582  
[www.talkpathlive.com](http://www.talkpathlive.com)**

# **CLIENT SERVICE AGREEMENT**

This Client Service Agreement (hereinafter “**Agreement**”) is made and entered into effective as of the first date indicated in Section 1.3, below (the “**Effective Date**”), by and between **[Name of School/Client]** (hereinafter “**Client**”), a public entity existing under the laws of the State of [State] with a mailing address of [REDACTED], and **PrentGraf Ltd.**, a limited liability company existing under the laws of the States of Ohio and New Jersey, doing business as **TalkPath Live** (hereinafter “**TPL**”), located at 700 Alexander Park Drive, Suite 101, Princeton, NJ 08540, in order for TPL to provide teletherapy services to Client’s students. TPL and Client may each be referred to in this Agreement as a “**Party**” and together as the “**Parties**.”

## **PART 1 — OVERVIEW**

### **1.1 Purpose and Summary.**

During the term of this Agreement, TPL will provide certain teletherapy services for Client’s students. TPL is a web-based tool that remotely connects students to state-licensed therapists for live, one-to-one therapy. Through TPL, Client 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 Client’s needs, with each session’s length and frequency determined by Client’s student IEP mandates and Client’s specific requests.

### **1.2 Compliance with Laws, Statutes, and 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 Client 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 Term.**

The term of this Agreement shall begin on [REDACTED], 2026 and conclude on June 30, 2026 (the “**Term**”).

## **PART 2 — SERVICES**

### **2.1 TPL’s Available Services, in General.**

In general, TPL offers the following teletherapy services, any of which Client may contract to receive under this Agreement:

- Certified therapists (including Speech-Language Pathologists (“**SLPs**”), Occupational Therapists (“**OTs**”), Physical Therapists (“**PTs**”), and together with SLPs and OTs, the “**Therapists**”), Vision Therapy Specialists (“**ViIs**”), Adapted Physical Therapy Specialists (“**APes**”), Assistive Technology Specialists (“**ATs**”), Dyslexia Specialists, School Psychologists, and Social Workers (“**SWs**”)) licensed in the state in which the Client’s student(s) reside(s).
- Supervision of Speech-Language Pathology Assistants (“**SLPAs**”), Certified Occupational Therapy Assistants (“**COTAs**”), and Certified Physical Therapy Assistants (“**PTAs**”) by TPL’s SLPs, OTs, and PTs. (SLPAs, COTAs, and PTAs, together with TPL’s Therapists, School

Psychologists, and SWs, shall be referred to in this Agreement as TPL's "**Service Providers**".

- Each of the above disciplines shall be referred to in this Contract as its own "**Service Discipline Area**." For example, speech therapy is a distinct service discipline area, as are each of the disciplines of occupational therapy, physical therapy, school psychology, adapted PE, dyslexia services, social work.
- Available Service Providers for full school year or for employee leave coverage.
- One-on-one therapy or other services in real time using TPL's videoconferencing platform, which is compliant with the Health Insurance Portability and Accountability Act ("**HIPAA**"), the Children's Online Privacy Protection Act ("**COPPA**"), and Federal Educational Rights and Privacy Act ("**FERPA**") and which allows for the use of online tools, screen sharing, and such on-screen features as text, drawing, and whiteboard capabilities. An internet-based videoconferencing service will be used to conduct the sessions. A secure connection is made between the Therapist's and student's devices, and the connection is encrypted on both ends throughout the entire session.
- Technology assistance and support as needed.
- Full evaluations and Individualized Education Program ("**IEP**") reports, when needed or requested.
- Session notes, either on TPL forms or templates or on Client-supplied forms or 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 TPL's proprietary Provider Portal.

## **2.2 Selection of Services by Client.**

TPL shall provide Client with the services selected by Client from TPL's Service Menu, a copy of which is attached to and made a part of this Agreement as "**Addendum A**." In general, Client shall select from Addendum A the type of Service Provider needed, the number of hours each week that each Service provider is needed ("**Service Hours**"), the number of weeks per school year that the Service Provider is needed, and the number of students requiring services. This information shall be provided in writing (such writing may be electronic, including email) and collectively referred to in this Agreement as the "**Services**." Any writing in which the Parties agree to the Services to be provided shall be incorporated into this Agreement as if it were rewritten herein.

## **2.3 Changes to Services After Effective Date.**

Client may request, and the Parties may agree to, changes in the Services after the Effective Date of this Agreement as follows:

### **2.3.1 Additional or Different Services.**

Client may request different or additional services, including new services or an increase in the number of sessions of each service or an increase in the number of students needing such services, in writing to TPL. TPL shall endeavor to provide such additional services, if possible, but TPL is under no obligation to agree to provide such additional services. If TPL agrees to the provision of such additional services, TPL shall memorialize such agreement in writing (such

writing may be electronic, including email). However, TPL shall have no obligation to provide such additional or different services until TPL agrees to such services in writing. TPL shall bill such additional or different services on Client's monthly invoice at TPL's standard rates, which Client must pay in accordance with the payment procedures set forth in Part 6 of this Agreement, below. Client must pay for any additional or different services provided by TPL after Client's request for such services, even if the additional or different services were provided before TPL agreed to them in writing.

#### **2.4 Provision of Services by TPL.**

TPL shall provide the Services to Client in accordance with the following provisions.

##### **2.4.1 Site Requirements.**

Client agrees to provide and maintain a specially designated location(s) for the delivery of Services. The area designated by Client must be quiet, confidential, and relatively free of distraction. Client also agrees to provide an adult supervisor (i.e., e-helper) whenever Services are being delivered. Additionally, Client 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.

##### **2.4.2 General Service Materials: TPL to Provide.**

TPL shall provide all necessary online materials for the therapy sessions, lessons, and evaluations for Client's students.

##### **2.4.3 Additional, Specific Service Materials: Client to Provide.**

From time to time, for therapy services to be most effective, TPL may ask Client 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. Client shall not refuse any such reasonable requests, and Client shall be responsible for supplying these on-site materials. Further, both Parties will work together in good faith to ensure that students have the materials they need to participate fully and effectively in Services.

##### **2.4.4 School Day and Year.**

TPL shall provide Services per the instructional minutes requirements of the state in which Client is located and per the days of service noted on Client's regular school year ("RSY") and extended school year ("ESY") calendars.

##### **2.4.5 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 of Client's student shall be permitted 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 or Service provider at its sole discretion, and Client shall participate in all IEP team meetings regarding Client's students to whom TPL is providing Services. At any time during the term of this Agreement, the student's parent/guardian, TPL, or Client 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 or Service Provider 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 Client. TPL, through an employee or Service Provider at its sole discretion, may attend IEP team meetings by phone or videoconference. TPL shall provide to Client assessments and written assessment reports by Service Providers upon request or pursuant to Client's policies and procedures.

TPL shall utilize the approved electronic IEP system of Client for all IEP planning and progress reporting. If needed, Client shall provide training for TPL to ensure access to the approved system. TPL shall maintain confidentiality with respect to IEP data on the approved system and all passwords for 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 Client. Changes in any 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 Services, TPL may request a review of the student's IEP for the purposes of consideration of a change in the student's Services.

#### **2.4.6 Student Progress Reports and Assessments.**

On written request by Client, TPL shall provide to Client 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. A copy of any progress reports shall be maintained on TPL's proprietary Provider Portal and shall be submitted to Client within ten (10) days of request. Additionally, upon written request by Client, 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- and post-tests, rubrics, and other similar data collected to determine progress or lack thereof on approved goals, objectives, or behavior support plans. Client may request such supporting data at any time, and TPL agrees to provide this data within a reasonable time.

TPL shall complete academic or other assessments of the Client's student's goals and objectives applicable to the Services TPL is providing one (1) 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 Client's policies and procedures. Supporting documentation such as test protocols and data collection shall be made available to Client upon written request.

TPL is responsible for updating goals and objectives, progress reporting, and development of present levels of performance with respect to the Services TPL is providing. All other assessments shall be provided by Client unless Client specifies in writing a request for TPL assessments that include approved timelines, conditions, and costs. Such assessment costs may be approved separately by Client at its sole discretion. TPL shall not charge the Client's student's parent(s) or guardian(s) for the provision of progress reports 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 Client upon written request.

#### **2.4.7 Free and Appropriate Public Education (FAPE).**

The Parties shall comply with all provisions of federal and state law regarding the provision of a free appropriate public education ("FAPE") for each of Client's students. Client shall provide TPL with a copy of the IEP of each of Client's students served by TPL. In turn, TPL shall provide

Services to each of Client's students consistent with that student's IEP. Unless otherwise agreed to by both Parties, Client shall be responsible for the provision of all appropriate supplies, equipment, and facilities for Client's students, as specified in the student's IEP. TPL shall make no charge of any kind to parents or guardians for Services as specified in the student's IEP.

#### **2.4.8 Consent for Teletherapy Evaluations.**

TPL must receive confirmation that informed parental consent has been obtained before TPL can conduct a formal evaluation on any student for which Client has contracted with TPL to provide Services. Client can fulfill this requirement in one of two ways: (1) Client can confirm in writing to TPL that possession of a signed parental or guardian consent form is on file with Client; or (2) Client can furnish TPL with a signed copy of TPL's "**Consent to Evaluate**" form (a blank Consent to Evaluate form is attached to and made a part of this Agreement as **Addendum B**). To be valid, any written and signed informed parental consent form must specifically permit evaluation of a student via a secure two-way video platform.

#### **2.5 Due Process Proceedings.**

TPL, through an employee, Service Provider, or Subcontractor, at its sole discretion, shall fully participate in special education due process proceedings including mediations and hearings concerning services provided pursuant to this Agreement, as requested by Client. TPL, through an employee, Service Provider, or Subcontractor at its sole discretion, shall also fully participate in the investigation and provision of documentation related to any complaint filed with the appropriate governmental authorities, whether at the federal, state, or local level, concerning Services provided pursuant to this Agreement. Any such participation in due process proceedings or other governmental investigations or proceedings shall be billable services for which Client must compensate TPL.

### **PART 3 — SERVICE PROVIDERS**

#### **3.1 Available Service Providers.**

TPL will make available to Client credentialed and qualified Service Providers as required to provide the Services agreed to under this Agreement and the Caseload Information/Selection Sheet.

#### **3.2 Subcontractors.**

Client understands and agrees that TPL may subcontract the provision of Services to independent contractors (referred to hereafter as "**Subcontractors**") who shall have applicable clearances and qualifications to deliver the Services. Therefore, TPL's Service Providers may be either employees or Subcontractors.

#### **3.3 Representations and Warranties Regarding Service Providers.**

TPL represents and warrants that all of its Service Providers are duly qualified and licensed to provide the Services agreed to under this Agreement. TPL further represents and warrants that any Service Provider 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 Client requires additional Service Provider licensing, credentialing, or certification beyond that required by law, Client must notify TPL prior to the initiation of Service delivery.

#### **3.4 Non-Solicitation.**

Client shall not directly or indirectly, personally or through an agency, contract with, employ, or refer to a third-party employer or contractor (or attempt to contract with, employ, or refer) any TPL employee or Service Provider without TPL's prior written consent (each such action shall be referred

to herein as a “**Prohibited Solicitation**”) during the Term of this Agreement and for a period of twelve (12) months after the latest date of introduction, referral, placement, or termination or expiration of the TPL employee’s or Service Provider’s Service assignment (the “**Non-Solicitation Period**”). If Client engages in Prohibited Solicitation which causes a TPL employee or Service Provider to terminate or curtail his or her relationship with TPL, Client agrees to pay a solicitation fee of \$25,000 or 35% of the TPL employee’s or Service Provider’s yearly compensation, whichever is greater (such amount shall be referred to herein as the “**Solicitation Liquidated Damages Amount**”). Payment is due and payable to TPL upon start date of the TPL team member’s employment. The Parties intend the Solicitation Liquidated Damages Amount to constitute reasonable compensation, not a penalty. The Parties acknowledge and agree that the harm caused to TPL by Client’s breach with respect to Prohibited Solicitation 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 actual harm that is likely to arise from such a breach by Client.

## **PART 4 — HEALTH AND SAFETY**

### **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 or interaction with Client’s students. TPL agrees that any employees or Subcontractors who will have direct contact with Client’s students shall not do so until FBI clearances are obtained. TPL hereby represents and warrants to Client that none of TPL’s employees or Subcontractors who may come into contact or interact with Client’s students have been convicted of a violent or serious felony.

### **4.2 Child Abuse Reporting.**

TPL and its employees and Subcontractors 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 and maintain 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 immediate and objective investigation of all harassment complaints.

### **4.4 Non-Discrimination.**

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 Client within twenty-four (24) hours of TPL becoming aware of the accident or incident. TPL’s submission of such report shall comply with any procedural requirements specified by Client.

### **4.6 Family Educational Rights Privacy Act (FERPA) Compliance.**

TPL shall comply with all laws, rules, and regulations pursuant to the Family Educational Rights and Privacy Act (FERPA). TPL acknowledges that certain information about Client’s students is contained in records maintained by TPL and that this information may be confidential by reason of FERPA and

Client's policies or procedures. Both Parties agree to protect these records in accordance with FERPA and Client's policies or procedures. 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 pursuant to this Agreement.

## **PART 5 — ADMINISTRATION OF AGREEMENT**

### **5.1 Agreement Administrators.**

[Name, Title] will be Client's main point of contact for TPL with respect to the provisions of this Agreement and the Services covered under it.

Executive supervision of the provision of Services will be provided by **Theresa Grant, Chief Program Development Officer** at TPL.

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 Relationship.**

The Parties acknowledge and agree that the relationship created between TPL and Client is strictly that of independent contractors. Nothing contained herein shall be construed as creating a partnership, joint venture, or employment 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 Client, upon request, data related to student information and billing information applicable to the agreed-upon Services. It is understood that Client may choose to utilize a specific system for all IEP development and progress reporting. If so, Client shall provide TPL with

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

#### **5.4 Confidentiality of Information Concerning Parties.**

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 information 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, nor will they permit any person or entity to use said Confidential Information without prior written consent of the other Party. 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 and 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 and state payroll quarterly reports; and bank statements and canceled checks or facsimiles thereof.

##### **5.5.1 Student Records.**

TPL shall maintain Client's student's records in a secure location to ensure confidentiality and prevent unauthorized access. TPL shall maintain an access log for each 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 and time of access for each individual requesting or receiving information from the student's record. Such logs need not record access to student's records by: (a) the student's parent(s) or legal guardian(s); (b) an individual to whom written consent has been executed by the student's parent; or (c) employees or agents of Client or TPL having a legitimate educational interest in requesting or receiving information from the record.

The Parties 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 Client's student's records within a reasonable time to Client. These shall include, but not be limited to, any current IEPs or Individualized Family Service Plans ("IFSPs") and reports. Client shall be provided access to or copies of any and all records upon request within five (5) business days. If Client collects benchmarking data at the individual or school level, Client 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 TPL's Proprietary Information and Intellectual Property.**

Client understands that it may receive proprietary information relating to TPL's business (hereinafter "TPL PI"). Client agrees that TPL PI is confidential and is the sole, exclusive, and extremely valuable property of TPL. In addition, Client understands that it may receive confidential and proprietary information of third parties other than TPL, 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, Client 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. Client 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. Client's liability for breach of this provision shall not exceed \$20,000.00. However, it is also understood and agreed that money damages alone may not be a sufficient remedy for any breach of confidentiality by Client and that TPL shall be entitled to specific performance, including injunctive relief, as a remedy for any such breach by Client in any court of competent jurisdiction.

#### **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 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, Client 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, Client 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 Required to Conform to Legal and Administrative Requirements.**

This Agreement may be modified or amended by Client, with mutual consent of TPL, to conform to administrative and statutory guidelines issued by any local, state, or federal governmental agency. Client 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 Client as the insured parties, with a reasonable company and in a form satisfactory to Client, with coverage in the amounts listed below. TPL shall deposit said policy or a certificate thereof with Client. TPL coverages include:

- Medical malpractice insurance covering physical therapy services in the amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000)
- One million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate of professional liability insurance.
- If applicable, Contractor shall also maintain statutory workers' compensation insurance. Contractor shall obtain and thereafter maintain in effect, if available, such additional insurance as may be reasonably requested in writing by Company.
- Cyber liability in the amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000)

### **5.8 Indemnification and Hold Harmless.**

To the fullest extent allowed by law, TPL shall indemnify and hold harmless Client and its board members, administrators, employees, agents, attorneys, volunteers, and subcontractors (collectively referred to hereafter as "**Client 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 or willful act or omission of TPL, including, without limitation, its agents, employees, Subcontractors, or anyone employed directly or indirectly by it (excluding Client and Client Indemnitees).

To the fullest extent allowed by law, Client 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 or willful act or omission of Client, 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 Client 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. Client 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. Client represents that it is self-insured in compliance with the laws of the state of [State], that the self-insurance covers district employees acting within the course and scope of their respective duties, and that its self-insurance covers Client's indemnification obligations under this Agreement.

## PART 6 — FINANCIAL PROVISIONS

### **6.1 Fees and Payment.**

Client shall pay TPL for all Services agreed to by the Parties in accordance with Section 2.2 of this Agreement; provided, however, that Client shall not be obligated to pay for any Services that TPL agreed to provide but failed to provide in accordance with this Agreement.

### **6.2 Financial Representations and Warranties of TPL.**

TPL represents and warrants to Client that TPL has sufficient financial resources to responsibly deliver the Services in accordance with its obligations under this Agreement and will distribute those resources in such a manner to properly implement the IEP for each student of Client receiving TPL-provided Services. TPL shall comply with all applicable Client policies and procedures concerning enrollment, contracting, service tracking, attendance reporting, and billing, provided Client provides such policies and procedures to TPL promptly after execution of this Agreement.

### **6.3 Financial Representations and Warranties of Client.**

Client represents and warrants to TPL that is has sufficient financial resources to compensate TPL for all contracted Services under this Agreement.

### **6.4 Billable Services.**

In addition to the Services requested by Client, the following services, if provided by TPL, are included in the billable Services for which Client must pay, as they are intrinsic to and necessary for competent provision of the Services requested by Client:

- Delivery of clinical and therapy Services, which includes all of the tasks and duties intrinsic to delivery (including but not limited to treatment session planning, scheduling, student recordkeeping, consultations, collaboration with school staff, progress report writing, parent contact, and service coordination).
- Case management (for speech-language therapy only).
- Attendance at and participation in IEP meetings and other school-district-mandated meetings.
- Bilingual and translation services.
- Administered assessments, evaluations, and screenings (including pre- and post-assessment and intervention services, initial and triennial assessments, and discipline-specific screenings).
- Review of records, parent interviews, and teacher interviews (i.e., a cumulative file review for a student, including medical, educational, and social development histories, as well as current parent and teacher interviews).

### **6.5 Invoicing Procedures.**

#### **6.5.1 Accuracy of Billed Service Time.**

To ensure the accuracy of Services billed to Client, session time and attendance shall be systematically documented in the TPL Provider Portal on a daily basis by each student's assigned Service Provider. Upon written request by Client, TPL shall make this data available to Client for review, inspection, or audit by Client during the Term of this Agreement and for a period of five (5) years thereafter.

#### **6.5.2 Itemization of Services.**

TPL shall have discretion regarding whether services are itemized on its invoices, and if services are itemized, the level of detail regarding itemization, unless Client requests itemization. Client may request that invoices contain itemization of services and details as follows:

- Month of service.
- Specific days and times of services coordinated by the Client-approved calendar, unless otherwise specified in the IEP or agreed to by Client.
- Name of TPL therapist, sub-contractor, or staff member 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 6.7 below).
- Indication of any missed or cancelled session fees, in accordance with Section 6.5, below.
- Cost of each service.
- Total for each service and total of monthly invoice.
- Date invoice was submitted.

#### **6.5.3 Invoicing and Payment Timeframes.**

TPL shall submit invoices to Client within forty-five (45) days of the end of the accounting period in which the services were rendered. Client shall pay the amount due on the invoice to TPL within forty-five (45) days of the invoice date. Invoices shall be submitted electronically, unless TPL and Client agree upon an alternate method of submission.

Initial payment claim submission for any fiscal year (July through June) shall not extend beyond the following June 30th after the close of the fiscal year, and any rebilling for the fiscal year shall not extend beyond twelve (12) months after the close of the fiscal year; provided, however, that there shall be no time limit if a billing or rebilling error is due to an error of Client and TPL has communicated concerns regarding such error to Client in writing during the 12-month period following the close of the fiscal year.

#### **6.5.4 Late Payments.**

Invoices for which payment is late shall accrue interest at the lesser of two percent (2%) per month or the maximum rate permitted by law, from the due date until date paid, plus TPL's reasonable costs of collection. If Client refuses to pay, TPL reserves the right to withhold all Services until all outstanding invoices are paid in full. If Client believes that TPL has billed Client incorrectly, Client must inform TPL in writing of the alleged incorrect billing no later than fifteen (15) days after receipt of the invoice, and the Parties shall work together to promptly correct any errors. If Client does not receive notice of any errors within fifteen (15) days, the invoice shall remain due forty-five (45) days from the invoice date.

#### **6.5.5 Fees Not Refundable.**

All fees due for services provided by TPL under this Agreement are nonrefundable and are not contingent on provision of any additional services.

## **6.6 Payment from Outside Agencies.**

TPL will not bill Medicaid or any other agency for the costs associated with the provision of services to Client's students. If Client bills Medicaid or any other agency for the costs associated with TPL's provision of services to Client's students, Client shall provide training to TPL's Therapists, Subcontractors, Service Providers, and staff for purposes of proper documentation regarding reports, billing, and payment required by Medicaid or any other agency for such services.

## **6.7 Cancelled/Missed Sessions.**

TPL is aware of and sensitive to the unfortunate but very real issue of student absenteeism. Therefore, TPL strives to be as flexible as possible by providing a liberal policy on cancelled or missed sessions (see table below) that aims to minimize the number of missed or cancelled sessions for which Client must pay. This policy is intended to be fair to both Parties, in light of the fact that TPL contracts with therapists and other service providers and must consider their allocated session times and preexisting treatment commitments. Therefore, the table below governs which cancelled or missed sessions Client is and is not required to pay for.

Term	Policy	Client Charged?
<b>Cancelled/Missed Session</b>	When more than 4 hours' notice is given to TPL that the student is unable to attend.	No
<b>Absence</b> (i.e., Refusal of Service or No-Show)	When less than 4 hours' notice is given to TPL that the student is unable to attend.	Yes (Final cost to district is based on the predetermined session length.)
<b>Habitual Nonattendance</b>	Defined as 3 cancelled/missed sessions or 3 absences per student, per semester (barring any extenuating circumstances previously agreed upon between TPL and Client).	Yes (Once criteria are met. Final cost to district is based on the predetermined session length.)

## **PART 7 — TERMINATION & BREACH**

### **7.1 Termination; Material Breach.**

This Agreement may be terminated under the following circumstances:

- 7.1.1 By Mutual Agreement.** Prior to the expiration of the term by mutual agreement of the Parties by written notice ninety (90) or more days prior to the desired end of service date.
- 7.1.2 For Material Breach.** This Agreement may be terminated by either Party if the other Party fails to perform any material obligation or otherwise materially breaches this Agreement. For purposes of this Agreement, the term "material breach" generally has the meaning given to it under governing state law and generally means a serious breach that substantially defeats the purpose of the Agreement, or that relates to an essential element of this Agreement, and that deprives the injured Party of the benefit that the Party reasonably expected such that the non-breaching Party would be justified in abandoning the contract. By way of example, if a TPL Therapist or other Service Provider fails to

attend a teletherapy session due to illness or inclement weather, such failure to attend that session shall not constitute a material breach by TPL; conversely, if Client chooses at any time during the Term of this Agreement to hire its own service provider directly or through a third-party to provide the Services that TPL was originally contracted to provide and Client no longer requests services from TPL and fails to provide the required 150-day notice, that action shall constitute a material breach of this Agreement by Client. Additionally, any unilateral termination of this Agreement by Client for any reason other than the material breach of TPL shall constitute a material breach by Client.

In order for an action to be considered a material breach entitling the non-breaching Party to terminate this Agreement and pursue remedies under Section 7.4, below, the non-breaching Party must notify the breaching Party of the breach within thirty (30) days of the non-breaching Party becoming aware of the breach. The breaching Party shall then have fifteen (15) days in which to cure the breach. If the breaching Party fails to cure within fifteen (15) days, then such failure shall constitute a material breach of this Agreement and the non-breaching Party may terminate this Agreement pursue remedies under Section 7.4, below.

Notwithstanding the foregoing provisions of this Section 7.1.2, TPL may immediately terminate this Agreement and pursue remedies under Section 7.2, below, upon written notice to Client by TPL, in the event that Client requests or engages in any action which TPL deems to be unethical, illegal, or otherwise not conforming with the professional standards expected in the therapy professions.

## **7.2 Remedies.**

Upon the termination of this Agreement for any reason, all amounts owed by Client to TPL having accrued prior to termination shall be due in accordance with the provisions of Section 6.5 of this Agreement, above.

Upon the termination of this Agreement by mutual agreement of the Parties, and unless a different arrangement is agreed to in writing by the Parties, Client shall only owe TPL for Services through the termination date, and Client shall not owe TPL for any Services that, but for the termination, would have been provided for the remainder of the Term.

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 the Services provided hereunder, 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 shall not exceed the actual fees paid by Client to TPL during the school year for three (3) months immediately preceding the date on which the breach occurred; provided that such amount shall under no circumstances exceed Ten Thousand Dollars (\$10,000.00). Client 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 this Agreement.

## **PART 8 — MISCELLANEOUS**

### **8.1 Entire Agreement.**

This Client Service Agreement, together with any documents incorporated herein by reference, constitute the entire understanding between the Parties.

## **8.2 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.

## **8.3 No Waiver.**

A waiver of a breach of any term of this Agreement will not be considered a waiver of a further breach of the same term or a waiver of a breach of any other term.

## **8.4 Amendment/Modification.**

The Parties can amend this Agreement only by a written document signed by both Parties.

## **8.5 Non-Assignment.**

Unless otherwise permitted herein, a Party cannot assign this Agreement or any right or obligation under this Agreement without the written consent of the other Party.

## **8.6 Successors and Assigns.**

If this Agreement is properly assigned, then it will bind and benefit the successors and assigns of the Parties.

## **8.7 Titles and Headings.**

Titles and headings are inserted in this Agreement for reference purposes only and must not be used to interpret the Agreement.

## **8.8 Attorney Review.**

The Parties: (1) have consulted with their attorneys; (2) have read and understood the Agreement; and (3) sign the Agreement on their own free will.

## **8.9 Counterparts.**

This Agreement may be signed in one or more counterparts, and each counterpart will be considered an original Agreement. All of the counterparts will be considered one document and become a binding agreement when one or more counterparts have been signed by each of the Parties and delivered to the other.

## PART 9 — SIGNATURES

**TO EVIDENCE THEIR INTENT** to enter into and be bound by this Agreement, the Parties, through their duly authorized representatives, have signed it on the dates listed below:

**TalkPath Live:**

---

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: Chief Program Development Officer

**[Client Name]**

---

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ADDENDUM A:**  
**TalkPath Live Service Menu and Pricing for School-Year 2025-2026**

*See attached.*

SAMPLE

**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):

- |  |   |
|--|---|
| <input type="checkbox"/> Speech-Language Therapy | <input type="checkbox"/> Academic               |
| <input type="checkbox"/> Occupational Therapy    | <input type="checkbox"/> Psychoeducational      |
| <input type="checkbox"/> Physical Therapy        | <input type="checkbox"/> Educational Diagnostic |

Reason for Evaluation:

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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

[talkpathlive.com](http://talkpathlive.com) • 855-274-9582

103 Carnegie Center, Suite 104 • Princeton, NJ 08540 | Mailing Address: P.O. Box 1753 • Voorhees, NJ 08043

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# FOR AGENCIES

*To become established as an ACES Participating Agency, or for questions regarding ACES in general, membership, contracts, etc.:*

Christy Takacs, Executive Director  
575-468-ACES (2237) ext. 100;  
Email: [ed@nmaces.org](mailto:ed@nmaces.org)

*For questions regarding purchase orders, invoices or payments:*

Katherine Moore, Business Manager  
575-468-ACES (2237) ext. 101  
Email: [businessoffice@nmaces.org](mailto:businessoffice@nmaces.org)

*For questions regarding procurement, use of contracts, vendor performance, etc.:*

Tammy West, Procurement Manager  
575-468-ACES (2237) ext. 102  
Email: [procurement1@nmaces.org](mailto:procurement1@nmaces.org)

## **PURCHASE ORDER AND PAYMENT INSTRUCTIONS:**

- ✓ A PURCHASE ORDER WITH ALL REQUIRED INFORMATION **MUST** BE RECEIVED BY ACES **PRIOR TO** THE DELIVERY OF ITEMS AND/OR COMMENCEMENT OF SERVICES BY THE CONTRACTOR.
- ✓ ALL PURCHASE ORDERS ISSUED UNDER THIS AGREEMENT MUST REFERENCE THE CORRESPONDING ACES CONTRACT NUMBER AND COMMODITY TITLE FOUND ON THE FIRST PAGE OF THIS AGREEMENT DOCUMENT.
- ✓ PURCHASE ORDERS SHALL BE SENT TO ACES BY EMAIL AT: [businessoffice@nmaces.org](mailto:businessoffice@nmaces.org).
- ✓ PAYMENT SHALL BE MADE TO ACES **WITHIN 15 DAYS** AFTER RECEIPT OF ACES INVOICE, SUBJECT TO LATE FEES.

FAILURE TO DO ANY OF THE ABOVE PURCHASE ORDER INSTRUCTIONS MAY RESULT IN THE PARTICIPATING AGENCY BEING RESPONSIBLE FOR DIRECT PAYMENT TO THE CONTRACTOR AND/OR MAY CONSTITUTE A FAILURE TO COMPLY WITH NEW MEXICO PROCUREMENT CODE AND/OR BE CAUSE FOR AUDIT FINDING.

# FOR CONTRACTORS

***For general questions, information regarding this contract, questions or issues regarding provision of products and/or services or to refer a school or public agency for membership:***

Christy Takacs, Executive Director  
575-468-ACES (2237) ext. 100;  
Email: [ed@nmaces.org](mailto:ed@nmaces.org)

***For procurement related assistance, questions regarding this contract, or for assistance related to the provision of product and/or services and anything related:***

Tammy West, Procurement Manager  
575-468-ACES (2237) ext. 102  
Email: [procurement1@nmaces.org](mailto:procurement1@nmaces.org)

***For questions regarding purchase orders, invoices or payments:***

Katherine Moore, Business Manager  
575-468-ACES (2237) ext. 101  
Email: [businessoffice@nmaces.org](mailto:businessoffice@nmaces.org)

## **PURCHASE ORDER/INVOICING/PAYMENT INSTRUCTIONS:**

**PAYMENT TERMS: NET 30 after certification** that goods/services have been received and meet specifications.  
(PER NM LAW, ALL PUBLIC AGENCIES HAVE 15 DAYS TO CERTIFY AFTER RECEIPT OF INVOICE)

- ✓ A PURCHASE ORDER WITH ALL REQUIRED INFORMATION **MUST** BE SENT FROM THE USING AGENCY TO ACES\* **PRIOR TO** THE DELIVERY OF ITEMS AND/OR COMMENCEMENT OF SERVICES BY THE CONTRACTOR.  
\*UNLESS A WAIVER HAS BEEN GRANTED FOR DIRECT INVOICING/PAYMENT
- ✓ ONCE A VALID PURCHASE ORDER IS RECEIVED FROM THE USING AGENCY, ACES WILL ISSUE A PURCHASE ORDER TO THE CONTRACTOR. UPON RECEIPT OF AN ACES PURCHASE ORDER, THE CONTRACTOR MAY PROCEED TO DELIVER ITEMS AND/OR PERFORM SERVICES.
- ✓ ALL INVOICES SHALL CONTAIN THE FOLLOWING INFORMATION:
  - **ACES** PURCHASE ORDER NUMBER
  - NAME OF USING AGENCY
- ✓ INVOICES SHALL BE SENT TO ACES BY EMAIL TO: [businessoffice@nmaces.org](mailto:businessoffice@nmaces.org).

# AWARDED CONTRACTORS

## COMPANY INFORMATION

## SERVICE AREA

---

### **AMERGIS HEALTHCARE STAFFING, INC.**

NM STATEWIDE

(FORMALLY MAXIM HEALTHCARE STAFFING SERVICES)

**CONTACT:** BRYCE CATHEY

**PHONE:** 520-917-6891

**EMAIL:** [brcathey@amergis.com](mailto:brcathey@amergis.com)

**ALT. CONTACT:** Kyle Rockwood

**PHONE:** 520-917-6885

**EMAIL:** [kyrockwo@amergis.com](mailto:kyrockwo@amergis.com)

**WEB ADDRESS:** [www.amergiseducation.com](http://www.amergiseducation.com)

**Services provided:** In person staffing for provision of ancillary services (Ref. Attachment A for further detail.)

### **COMMUNICATION EXPRESS**

NM STATEWIDE

**CONTACT:** WHITNEY CHRISMAN

**PHONE:** 408-966-0942

**EMAIL:** [info@communicationexpress.net](mailto:info@communicationexpress.net)

**WEB ADDRESS:** [www.communicationexpress.net](http://www.communicationexpress.net)

**Services provided:** In person and online ancillary services (Ref. Attachment A for further detail.)

### **E-THERAPY INTERMEDIATE, INC.**

NM STATEWIDE

(FORMALLY E-THERAPY, LLC)

**CONTACT:** ALLISON STOTLER

**PHONE:** 206-316-7906

**EMAIL:** [allison.stotler@electronic-therapy.com](mailto:allison.stotler@electronic-therapy.com)

**WEB ADDRESS:** [www.electronic-therapy.com](http://www.electronic-therapy.com)

**Services provided:** Online ancillary services (Ref. Attachment A for further detail.)

- CONTINUED ON NEXT PAGE -

# AWARDED CONTRACTORS

## COMPANY INFORMATION

## SERVICE AREA

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### **LSG AND ASSOCIATES, INC.**

NM STATEWIDE

**CONTACT:** ERIN WHITE CANALES

**PHONE:** 505-366-3342

**ALT. PHONE:** 505-345-4450

**EMAIL:** [lsg4schools@lsg4schools.org](mailto:lsg4schools@lsg4schools.org)

**WEB ADDRESS:** [www.lsg4schools.com](http://www.lsg4schools.com)

**Services provided:** In person and online ancillary services

(Ref. Attachment A for further detail.)

### **TALKPATH LIVE**

NM STATEWIDE

**CONTACT:** THERESA GRANT

**PHONE:** 916-296-1772

**EMAIL:** [Tgrant@talkpathlive.com](mailto:Tgrant@talkpathlive.com)

**WEB ADDRESS:** [www.talkpathlive.com](http://www.talkpathlive.com)

**Services provided:** Online ancillary services

(Ref. Attachment A for further detail.)

< END >

# AGREEMENT

This AGREEMENT is made and entered into as of the last date signed by both parties, by and between the New Mexico Charter School Education Services Association ("ACES"), a public entity, existing under the laws of the State of New Mexico with a mailing address of P.O. Box 16326, Albuquerque, NM, 87191 and the CONTRACTOR, as identified and signed under paragraph 27 of this Agreement. Further, any ACES Participating Agency may become party to this agreement by issuing a valid purchase order based on the CONTRACTOR'S quote, referencing this ACES contract number.

## RECITALS

WHEREAS, the Joint Powers Agreement (JPA) that created ACES, indicates one of its lawful purposes is, "Purchase of professional services, construction services, and tangible personal property for local public bodies and state agencies when so requested and in accordance with the requirements of the Procurement Code", and

WHEREAS ACES Members are charter schools party to the JPA as approved by Secretary of the New Mexico Department of Finance and Administration or an ACES Participating Agency, and

WHEREAS the CONTRACTOR was awarded a contract in response to ACES RFP 23-02, and

WHEREAS the parties agree that it is desirable to participate in the cooperative procurement of, or use of an established price agreement for **Ancillary Services**, to avoid duplicate procurement efforts and obtain the benefits of volume purchasing; and

WHEREAS, ACES, pursuant to the powers vested in it through the JPA, has awarded an Acceptance of Offer and Contract Award to CONTRACTOR to provide Special Education Support Services and Case Management to schools that are parties to the JPA and to Participating Entities that have an Agreement with ACES and represents to its members that said services are for a price that provides economic and other advantages for its members, and

WHEREAS, ACES has initiated a contract for Ancillary Services and provides it to Participating Agencies in accordance with the Procurement Code NMSA 1978, §§ 13-1-21 to 199 and the New Mexico School Personnel Act NMSA 1978, §§ 22-10A-1, *et seq.*, and such other laws and regulations applicable to this contract, and

WHEREAS, ACES Participating Agencies participate in the solicitation, evaluation and/or use of cooperative contracts managed by ACES, or utilize established price agreements formally solicited by ACES, and become parties to this contract by issuing a valid purchase order referencing this contract, and

WHEREAS, the following documents are hereby incorporated into this contract by reference and made part of this contract:

- RFP 23-02 document with all addenda
- CONTRACTOR'S response to RFP 23-02 as amended and/or otherwise negotiated and awarded by ACES, and as summarized in Attachment A.

NOW, THEREFORE, the parties hereto, in consideration of mutual covenants and promises contained herein,

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

**1. PURPOSE**

The purpose of the Agreement is to authorize the parties' mutual participation in RFP 23-02 with the CONTRACTOR.

**2. TERM OF THE AGREEMENT**

*A. Effective Date.*

- 1) This Agreement shall be deemed effective between ACES and the CONTRACTOR as of April 5, 2023, and shall remain in effect through June 30, 2027, unless ACES exercises the right of non-renewal during any subsequent term, or unless termination otherwise occurs by either party. The Contractor may terminate this Agreement with written notice delivered to ACES at least sixty (60) days prior to the intended date of termination. ACES may terminate this Agreement with written notice delivered to the Contractor specifying the effective date and cause of termination. In terminating, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.
- 2) This Agreement shall be deemed effective between the CONTRACTOR and the ACES Participating Agency upon issuance of a valid purchase order referencing this contract. The date of the agreement commencement between the ACES Participating Agency shall be the date of the purchase order. The purchase order must be dated prior to the final termination date of the total contract term. The term of the agreement between the CONTRACTOR and the ACES Participating Agency is subject to §13-1-150 NMSA 1978.

*B. Termination Notice.* This Agreement may be terminated immediately with written notice to ACES Participating Agency if ACES or CONTRACTOR determines that immediate termination is in the best interest of ACES and CONTRACTOR or written note to CONTRACTOR if it determines that immediate termination is in the best interest of ACES and/or ACES Participating Agency. This provision is not exclusive and does not waive each party's other legal rights and remedies caused by the ACES Participating Agency or ACES default/breach of this agreement.

*C. Termination Management.* Immediately upon receipt by either ACES Participating Agency, CONTRACTOR or ACES of Notice of Termination of this Agreement, none of the parties shall: 1) incur any further obligations for salaries, services, or any other expenditure of funds, 2) shall enter any additional requests for services,

3) parties shall comply with all directives issued by the other parties in the notice of termination as included in this Agreement, and 3) all parties shall take such action as ACES Participating Agency, CONTRACTOR or ACES shall direct for protection, preservation, retention or transfer of all property and all records generated under this Agreement. Within ten (10) days of Notice of Termination is received, CONTRACTOR shall furnish ACES with final Invoice, and within an additional five (5), ACES shall furnish the ACES Participating Agency with final Invoice. Within thirty (30) days of receipt of Notice of Termination the ACES Participating Agency shall pay ACES according to the terms of Section 5, below.

### **3. RELATIONSHIP OF THE PARTIES**

- A. This Agreement is between ACES and the CONTRACTOR. Whenever an ACES Participating Agency issues a purchase order in response to CONTRACTOR'S written or verbal quote, based on and referencing this contract, the ACES Participating Agency then becomes party to this agreement and a binding contract between the three parties is created.
- B. CONTRACTOR acknowledges and agrees that ACES' purpose and function is to act as a cooperative procurement agent on behalf of its Participating Agencies so that they may take advantage of these procurement efforts. ACES does not have any subsequent responsibility relating to the quality and fitness of any Products, or the performance of any Services and Construction Services by Contract Holder. Any purchase orders placed by an ACES Participating Agency with Contract Holder directly or through ACES and any resulting contract between the CONTRACTOR and an ACES Participating Agency do not create any additional obligations on the part of ACES.
- C. For transactions which involve ACES transmitting purchase orders on behalf of an ACES Participating Agency to CONTRACTOR, ACES volunteers to act as a payment facilitator to make payments to CONTRACTOR with funds transferred to ACES by the ACES Participating Agency in accordance with the Participating Agency's written instructions and to provide an accounting of all monies paid or received by ACES pursuant to this Agreement. ACES also volunteers to provide informal mediation services between CONTRACTOR and ACES Participating Agency in the event any dispute arises between them.
- D. CONTRACTOR understands and agrees that upon ACES' receipt of funds from the ACES Participating Agency, ACES has no right or authority to thereafter apply those funds to any purpose other than as instructed by the ACES Participating Agency. ACES shall incur no liability to the CONTRACTOR except for liability arising from ACES' own gross negligence or willful misconduct to the extent allowed by New Mexico law. Through this procurement process and subsequent contract, CONTRACTOR is authorized to provide the described products or services. ACES has no obligation or right to involve itself with the manner or method by which CONTRACTOR provides the products or services.

- E. It is not the intent of the parties to this Agreement, nor shall this Agreement be interpreted to create a new or separate legal entity for the performance of this Agreement.
- F. Each party shall maintain its own respective records and documents associated with the Agreement in accordance with the records retention requirement applicable to public records or as otherwise specified in the contract documents.
- G. CONTRACTOR is responsible for the quality and delivery of the goods and services provided under the Agreement.

#### **4. SCOPE OF WORK**

- A. Services Provided. Services and/or items shall be provided as stated in the contract documents, including Attachment A.
- B. Under the terms and conditions of this Agreement an ACES Participating Agency as allowed by law may issue orders for items and/or services described herein. The terms and conditions of this contract shall form a part of each order issued hereunder. The items and/or services to be ordered shall be as listed herein and as otherwise quoted to the ACES Participating Agency by the CONTRACTOR in reference to this contract. All orders issued hereunder will bear both an order number and this ACES contract number. It is understood that no guarantee or warranty is made or implied by ACES or the user that any order for any definite quantity will be issued under this contract. The Vendor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.
- C. ACES Participating Agencies may negotiate with the CONTRACTOR certain additional terms and conditions relating to the scope of services and other performance details. However, the terms and conditions of this contract may not be altered or amended except with the approval of ACES and in accordance with the State Procurement Code.
- D. Compliance with Law/Policies. ACES, CONTRACTOR and ACES Participating Agency shall adhere to all applicable state and federal laws, policies and regulations applicable to ACES or the ACES Participating Agency, including privacy, confidentiality, and security requirements.

#### **5. COMPENSATION**

- A. *Prices.* Prices as listed in this contract cannot be exceeded. CONTRACTOR and using agency may negotiate lower prices where in agreement to do so.
- B. *Rate of Pay.* The ACES Participating Agency shall pay CONTRACTOR in full for services satisfactorily performed pursuant to this agreement. If the ACES Participating Agency finds that the services are not acceptable, it shall, within ten (10) days after receipt of CONTRACTOR's invoice, provide to CONTRACTOR and ACES a letter of exception explaining the objection to the services along with

details of how ACES may provide remediation action.

- C. *Payment Procedure.* The ACES Participating Agency using this ACES contract shall provide a Purchase Order to ACES\* referencing the ACES Contract Number and a specific dollar amount or a "not to exceed amount" for the products and/or services to be ordered. It is recommended that the amount be based on written quote provided by the CONTRACTOR. The Purchase Order shall include the shipping address(s) of the ACES Participating Agency receiving the order. CONTRACTOR shall invoice ACES\* and ACES will invoice the ACES Participating Agency. ***Invoiced amounts shall include the ACES fee embedded in the cost of items/services and not listed separately on the invoice.*** Payments not received within 15 days of receipt of invoice shall be delinquent. Payments 15 days delinquent shall be assessed a 1.5% per month *administrative fee (Procurement Code 13-1-158 (c) NMSA 1978).* The ACES Participating Agency agrees to these specific terms of payment. ACES will render payment to the CONTRACTOR\* after receipt of payment by the ACES Participating Agency, less the 1.5% ACES fee based on total invoice amount.

\*Unless a waiver has been granted by ACES authorizing direct invoicing/payment between Contractor and the Participating Agency.

## **6. ORDERING AGENCY RESPONSIBILITY**

Receipt, inspection, acceptance and payment for materials and services ordered under this Agreement shall be the exclusive obligation of the ACES Participating Agency.

A complete copy of the ACES contract relied upon for purchase shall be downloaded and kept by the ACES Participating Agency at the time of purchase for audit purposes.

ACES shall not be held liable for payments not made or late payments made by ACES Participating Agencies.

## **7. INSPECTION**

Final inspection and acceptance will be made by the ACES Participating Agency at the destination. Supplies/items rejected at the destination for nonconformance with the terms and conditions of this contract shall be removed at the CONTRACTOR'S risk and expense, promptly after notice of rejection by the ACES Participating Agency. Services rejected for nonconformance with the terms and conditions of the contract and/or requirements of the order shall be corrected by the CONTRACTOR promptly after notice of rejection. Items or services not corrected after notice shall not be paid for pursuant to NM state law.

## **8. RESPONSIBILITY**

CONTRACTOR shall pay the assigned staff wages and benefits in accordance with its policies and all applicable state and federal laws. The CONTRACTOR shall

withhold and transmit payroll taxes, provide unemployment insurance and workers' compensation benefits for the assigned staff. The CONTRACTOR represents that it has informed all assigned staff that they are not entitled to be paid by the ACES Participating Agency for holidays, vacations, disability benefits, insurance, pensions, or retirement plans, or any other benefits offered by the ACES Participating Agency to its employees.

ACES, the CONTRACTOR, and the ACES Participating Agency shall adhere to all applicable state and federal laws, policies, and regulations applicable to privacy, confidentiality, and security requirements and of all data during the term of this Agreement.

## **9. COOPERATION**

ACES, the CONTRACTOR, and the ACES Participating Agency agree to cooperate fully and to provide assistance to the other parties in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought or involve ACES Participating Agency staff or the CONTRACTOR staff under this Agreement.

## **10. AGENCY FURNISHED PROPERTY**

Any agency furnished property owned by the ACES Participating Agency shall be returned to the agency upon request or otherwise at the end of the contract term, in the same condition as received except for ordinary wear, tear and modifications order through this contract.

## **11. NON-SOLICITATION**

During the term of this Agreement and for a period of one (1) year immediately following the expiration or termination of this Agreement, the ACES Participating Agency shall not hire, solicit for employment, or engage any employee of the CONTRACTOR that has provided services to the ACES Participating Agency under this Agreement.

## **12. AMENDMENT**

This Agreement may be amended, changed, or altered only in writing by an instrument executed by ACES and the CONTRACTOR. All fully executed amendments are effective as of the last date signed.

## **13. MERGER**

This Agreement incorporates all such covenants, agreements and understandings, including ACES RFP 23-02 and the CONTRACTOR'S responding Proposal as awarded or as otherwise amended, hereto concerning the subject matter hereof have been merged into this written Agreement. No prior agreements or understandings, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement, with the exception of any properly authorized purchase order for services that pre-date the execution of this Agreement.

## **14. APPROPRIATIONS AND CONTINUATION OF CHARTER**

- A. *Funding.* Pursuant to 13-1-152, NMSA, 1978, this Agreement is contingent upon sufficient appropriations and authorizations being made to or by the ACES Participating Agency for the performance of this Agreement under a multi-term agreement with the Contractor. If sufficient appropriations and authorizations are not made in any subsequent fiscal period following the initial term of a multi-term agreement with the Contractor, the Participating Agency shall provide (at a minimum) 30 days' notice to the Contractor. The Agreement shall terminate on the first day of the next fiscal period, or upon the 31<sup>st</sup> day after written notice is given if less than 30 days to the next fiscal period. The ACES Participating Agency's decision as to whether sufficient appropriations are available shall be accepted by the CONTRACTOR and shall be final. The Participating Agency agrees to provide their best effort to ensure continued funding for the entire term.
- B. *Charter Continuation.* When applicable, this Agreement is contingent upon the continuation of the ACES Member Charter. If the charter is revoked during the term of this Agreement, the Agreement shall terminate immediately upon written notice of such by the ACES Participating Agency to ACES and CONTRACTOR.

## **15. INSURANCE**

CONTRACTOR shall provide proof of Insurance as set forth in RFP 23-02. Inadequate insurance or inadequate proof of insurance may be cause for termination of this Agreement. A certificate of insurance shall be provided, if required, to ACES on or before the effective date of this Agreement and annually at renewal when applicable.

## **16. SEVERABILITY**

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

## **17. APPLICABLE LAW**

The laws of the State of New Mexico shall govern this Agreement.

## **18. ASSIGNMENT and SUBSTITUTION**

ACES or CONTRACTOR shall not assign or transfer any interest in the Agreement or assign any claims for money due or to become due under this Agreement without prior written approval of the ACES Participating Agency.

## **19. PURCHASE OF GOODS AND SERVICES**

The ACES Participating Agency may issue an order for goods and/or services as set

forth in this contract. The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement practices.

## **20. CONFIDENTIALITY**

Any confidential information provided to or developed by CONTRACTOR or ACES or its employees in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization without the prior written approval of the ACES Participating Agency, except as provided in the New Mexico Inspection of Public Records Act. ACES agrees to comply with all federal and state privacy laws relating to records and information maintained by the ACES Participating Agency, including, but not limited to Family Educational Records Privacy Act.

## **21. CONFLICT OF INTEREST**

CONTRACTOR, ACES and the ACES Participating Agency warrants respectfully that they do not have an interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The CONTRACTOR, ACES, and the ACES Participating Agency, certifies that it and its employees have complied with and will continue to comply with the requirements of the Governmental Conduct Act, NMSA, 1978 §§10-16-1 *et seq.* or any other applicable conflict of interest provisions.

## **22. PENALTIES**

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199 imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks. All parties agree to not participate in unlawful use of this Agreement.

## **23. EQUAL OPPORTUNITY COMPLIANCE**

The CONTRACTOR, ACES and the ACES Participating Agency, agree to abide by all federal and state laws and rules and regulations, and the executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, CONTRACTOR, ACES and the ACES Participating Agency agree to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to, discrimination under any program or activity performed under this Agreement. If the CONTRACTOR, ACES or the ACES Participating Agency is found not to be in compliance with these requirements during the life of this Agreement, they agree to take appropriate steps to correct these deficiencies.

## **24. RECORDS and FINANCIAL AUDIT**

The CONTRACTOR shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by ACES, ACES Participating Agency, the State Department of Finance and Administration and the State Auditor. The ACES Participating Agency and ACES shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the ACES Participating Agency and ACES to recover excessive or illegal payments.

## **25. INDEMNIFICATION**

Any liability incurred in connection with this Agreement shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, §§ 41-4-1 et seq, NMSA 1978, as amended. To the extent permitted by law, the parties shall defend, indemnify and hold harmless the others from all actions, proceedings, claims, demands, costs, damages, unpaid taxes and associated penalties and interest, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the party's negligent act or failure to act, or if caused by the actions of the party's employees, subcontractors, or agents resulting in injury or damage to persons, property or the other party's financial interests during the time when the CONTRACTOR or any employee, agent, or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the CONTRACTOR or any CONTRACTOR employee, agent or subcontractor of ACES under this Agreement is brought against ACES, CONTRACTOR or the ACES Participating Agency, the notified party shall, as soon as practical, but no later than two (2) days after he/she/it receives notice thereof, notify the other Parties and their legal counsel by email and certified mail.

## **26. NOTICES.**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, or by certified, return receipt requested U.S.P.S. either by first class or certified mail as follows (unless delivery by email is agreed to):

### **ACES**

Christy Takacs, Executive Director  
P.O. Box 16326  
Albuquerque, NM 87191

### **CONTRACTOR**

\*Specified under paragraph 27 of this  
agreement

The ACES Participating Agency shall be given notice to the individual who signed the ACES Member JPA and/or Participating Agency Agreement.

## 27. AUTHORITY

Each party signing below represents that they have all required authority to execute this Agreement.

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers. This Agreement may be executed in several counterparts and each executed counterpart shall constitute one Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart.

### ACES

By: Christy Takacs

Signature: \_\_\_\_\_

Title: Executive Director

Date: \_\_\_\_\_

### CONTRACTOR

By: Theresa Grant  
Printed Name

Signature: Theresa Grant

Title: Chief Program Development Officer

Date: 06/03/2024

Mailing Address:

PO Box 1753

Voorhees, NJ 08043

Leave blank if not applicable -

TG \_\_\_\_\_ I hereby agree to receive notice by email at the following address instead of by USPS mail:

## **ATTACHMENT A**

### **CONTRACTOR: TALKPATH LIVE**

#### **1.1. Scope of Services available:**

In person and/or virtual/teletherapy Ancillary Services including:  
Occupational Therapy  
Physical Therapy  
Speech and Language Pathology (including AAC)  
Educational Diagnostics  
Mental Health/Psychology Services  
Social Work Services  
Vocational Rehabilitation Counseling  
Behavioral Service; Board Certified Behavior Analyst Services (BCBA)  
Assistive Technology Services  
Augmentative and Alternative Communication (AAC) Services

Particularly adept at treating difficult-to-reach, difficult-to-teach children, adolescents, and young adults with moderate to severe deficits; Fully knowledgeable regarding the special education sphere, offering customizable therapy plans, comprehensive therapy models, evidence-based practices, 21st century and blended learning approaches, generalization of skills, differentiated instruction, scaffolding and clustering, and robust student progress monitoring.

#### **1.2. Timeframe.**

April 5, 2023, through June 30, 2027 (subject to annual renewal/extension)

#### **1.3. Pricing.**

See cost information included and contact Contractor for pricing specific to scope of work.

#### **1.4. Payment.**

**1.4.1. Payment Terms:** Net 30 (ACES to Contractor); Net 15 (Participating Agency to ACES)

**1.4.2. Payment Requests.**

(This section does not apply to Contractors who have been granted an ACES waiver allowing direct invoicing/payment.)

**1.4.2.1.** Payment requests/invoices shall be sent to ACES Business Office by email at [businessoffice@nmaces.org](mailto:businessoffice@nmaces.org) (preferred) or by mail to P.O. Box 16326, Albuquerque, NM 87191.

**1.4.2.2.** The Contractor shall furnish an original invoice with the ACES Purchase Order Number clearly indicated on each invoice.

**1.4.2.3.** ACES will bill the Participating Agency and will remit payment to Contractor after receipt of payment from Participating Agency, less 1.5% ACES fee.

**1.4.3. Payment Dispute.** An invoice may not be processed if there is a dispute between ACES or the ACES Participating Agency and the Contractor as to the services or items provided and included on the invoice. Payment will be made after, and according to, dispute resolution achieved between the parties.

TALKPATH LIVE - SERVICE MENU			
Service	Rate per Hour	Rate per Student per Hour	Flat Fee
<b>SPEECH-LANGUAGE SERVICES</b>			
Speech-Language Therapy: Individual	\$83.00		
Speech-Language Therapy: Group of 2		\$68.00	
Speech-Language Therapy: Group of 3		\$63.00	
Speech-Language Therapy - Bilingual: Individual	\$89.00		
Speech-Language Therapy - Bilingual: Group of 2		\$74.00	
Speech-Language Therapy - Case Management	\$83.00		
Speech-Language Therapy - Meeting Attendance	\$83.00		
Speech-Language Assessment			\$385.00
Speech-Language Assessment - Bilingual			\$540.00
Speech-Language Screening	\$83.00		
Speech-Language Screening - Bilingual	\$89.00		
Speech-Language Review of Records			\$278.00
Speech-Language - Progress Report Writing	\$83.00		
Dyslexia Services: Individual	\$83.00		
Dyslexia Services: Group of 2		\$68.00	
Dyslexia Services: Group of 3 or More		\$63.00	
Dyslexia Services - Bilingual	\$89.00		
Dyslexia Services: Bilingual: Group of 2		\$74.00	
<b>MENTAL HEALTH/SOCIAL WORK SERVICES</b>			
Mental Health/Social Work Services: Individual	\$83.00		
Mental Health/Social Work Services: Group of 2		\$68.00	
Mental Health/Social Work Services: Group of 3		\$63.00	
Mental Health/Social Work Services - Bilingual: Individual	\$89.00		
Mental Health/Social Work Services - Bilingual: Group of 2		\$74.00	
Mental Health/Social Work Services - Meeting Attendance	\$83.00		
Mental Health/Social Work Services - Assessment			\$385.00
Mental Health/Social Work Services - Assessment - Bilingual			\$540.00
Mental Health/Social Work Services - Screening	\$83.00		
Mental Health/Social Work Services - Screening - Bilingual	\$89.00		
Mental Health/Social Work Services - Review of Records			\$278.00
Mental Health/Social Work Services - Progress Report Writing	\$83.00		
Board Certified Behavior Analyst (BCBA)	\$111.00		
Behavior Intervention Plan Implementation	\$83.00		
Behavior Intervention Plan Development (BID) or Functional Behavioral Analysis (FBA)	\$111.00		
<b>OCCUPATIONAL AND PHYSICAL THERAPY SERVICES - ADAPTED PHYSICAL EDUCATION</b>			
Occupational/Physical Therapy Services: Individual	\$96.00		
Occupational/Physical Therapy Services: Group of 2		\$81.00	
Occupational/Physical Therapy Services - Bilingual: Individual	\$99.00		
Occupational/Physical Therapy Services - Bilingual: Group of 2		\$84.00	
Occupational/Physical Therapy Services - Meeting Attendance	\$96.00		
Occupational/Physical Therapy Assessment			\$422.00
Occupational/Physical Therapy Assessment - Bilingual			\$525.00
Occupational/Physical Therapy - Screening	\$96.00		
Occupational/Physical Therapy - Screening- Bilingual	\$99.00		
Occupational/Physical Therapy - Review of Records			\$290.00
Occupational/Physical Therapy - Progress Report Writing	\$96.00		
Adapted Physical Education: Individual	\$96.00		
Adapted Physical Education: Group of 2		\$81.00	
Adapted Physical Education: Group of 3		\$76.00	
Adapted Physical Education - Review of Records	\$96.00		
Adapted Physical Education - Progress Report Writing	\$96.00		
Adapted Physical Education - Meeting Attendance	\$96.00		
Adapted Physical Education - Assessment	\$96.00		
<b>PSYCHOLOGICAL SERVICES</b>			
School Psychologist	\$115.00		
School Psychologist - Bilingual	\$121.00		
Psychoeducational Assessment			\$1,200.00
Psychoeducational Assessment - Bilingual			\$1,325.00

Psychoeducational - Review of Records			\$550.00
Psychoeducational - Review of Records - Bilingual			\$680.00
School Psychology - Progress Report Writing	\$115.00		
Academic Assessment			\$300.00
Academic Assessment - Bilingual			\$350.00
Educational Diagnostician	\$110.00		
Educational Diagnostician - Psychoeducational Evaluation			\$1,150.00
Educational Diagnostician - Bilingual	\$116.00		
Educational Diagnostician - Psychoeducational Evaluation - Bilingual			\$1,210.00
Educational Diagnostician - Review of Records			\$550.00
Educational Diagnostician - Review of Records - Bilingual			\$680.00

**ADDITIONAL SERVICES**

Service	Rate per Hour	Flat Fee
Audiology Service	\$90.00	
Visual Impairment Services	\$90.00	
AAC Evaluation – For up to Six Hours Per Evaluation (Additional Time Billed Hourly)	\$90.00	\$530.00
AAC Evaluation – Bilingual - For up to Six Hours Per Evaluation (Additional Time Billed Hourly)	\$96.00	\$640.00
Assistive Technology Services	\$85.00	
Scheduling	Based on Hourly Rate by Discipline	
Translator Services	Based on Hourly Rate by Discipline	
<b>Emergency Services</b>	\$110.00	
External Camera (Basic Model)		\$40.00
Document Camera		\$100.00
Occupational Therapy Kits		\$50.00

**Signature:** Christy Takacs  
Christy Takacs Jun 4, 2024 08:48 MDT

**Email:** ed@nmaces.org