

**AVONDALE HOUSE
CLIENT SERVICE AGREEMENT**

This Client Service Agreement (the "**Agreement**") is made and entered into on July 9, 2020 by and between Avondale House, a Texas non-profit corporation, ("**AH**"), and Galveston ISD, a Texas independent school district (the "**District**"), for services to be provided to Jadyn Little (the "**Client**"). Amber Mihbaur of Alvin, Texas, the parent(s) or guardian(s) of Client (the "**Parents**"), join in the execution hereof for the purpose of evidencing their agreement and consent to the terms, conditions, and stipulations herein contained, and are otherwise not a party to this Agreement.

WHEREAS, the District desires to hire AH to perform certain services as outlined in this Agreement;

WHEREAS, the District has determined that such services are in support of its educational objectives;

NOW, THEREFORE, in consideration for the mutual promises contained herein, and other good and valuable services, the parties hereby agree as follows.

I. SERVICES.

During the Term, AH will provide the following educational and/or remedial services to Client:

1.1 AH is fully qualified to provide the educational and training services described above, and will utilize from its staff such qualified teachers, aides, administrators, teaching parents, and specialists as may be required to, in its best judgement, develop and implement a program intended to best provide such services. AH shall utilize such outside consultants, therapists, psychologists, and other professionals as may be required from time to time in order to effectuate the best results, and District consents to the foregoing. The parties agree that there will be no additional cost to District for services provided by these outside consultants, therapists, psychologists and other professionals without a contract addendum. AH is approved by the Texas Education Agency (the "**TEA**") as a non-public school and will during the Term, provide the services described above in accordance with the rules and regulations of the TEA, as well as in accordance with all applicable laws of the State of Texas and the United States of America. AH agrees to notify District immediately if it loses its TEA approval. In the event AH loses its TEA approval, this Agreement will become null and void and the District will owe AH only the amount due for services delivered prior to the date TEA approval was lost.

1.2 Prior to employment or retention, AH will ensure that all of its employees, contract employees and independent contractors have cleared a criminal background check in a manner consistent with that applied to nonpublic school employees/contractors in accordance with state law.

1.3 AH will use good faith to provide the services described above. No representation of any nature as to results is made, however, and neither is any guaranty of results made with respect to the services to be provided in accordance with this Agreement. In this regard, it is recognized that the nature of the Client's disability is such as to likely be resistant to treatment, training and the attainment of desired objectives. No representation, warranty, or guaranty of any nature is made by AH except that of its good faith. AH is obligated pursuant to this Agreement to use its good faith to provide an appropriate education to Client. If at any time AH determines it is unable to provide Client with an appropriate education, it will immediately notify the District's Director of Special Education.

1.4 AH agrees to maintain and forward, upon District's request, Client's Individual Education Plan (the "IEP") documentation, coursework, and credit information for the Academic Achievement Record (the "AAR") to the District in an appropriate, agreed upon format.

1.5 AH, in coordination with the District, follows the District's policies and procedures regarding procedural safeguards and discipline. AH also agrees that all staff who may be involved in time-out and/or restraint have received required training and comply with laws, rules and regulations related to restraint and time-out. AH agrees to provide appropriate notification and documentation of time-out and/or restraint to Parents as required by Texas regulations. AH agrees to provide notification and documentation of time-out and/or restraint to District at or around the same time that it provides such notification and documentation to Parents.

1.6 AH agrees that its special education and related services, personnel teaching or provided services to Client are certified, endorsed, or licensed in the area(s) of their assignment.

1.7 AH agrees that the written curriculum utilized is aligned with the Texas Essential Knowledge and Skills (the "TEKS") and provides the opportunity for access to and progress in TEKS.

1.8 AH agrees that its school is designed for its function and receives proper maintenance, and AH regularly acts prudently and in good faith to keep its school free of safety and health hazards.

1.9 AH agrees to abide by all confidentiality provisions regarding educational records in accordance with the Family Educational Rights and Privacy (the "FERPA"), the Individuals with Disabilities Education Act (the "IDEA") and other applicable law. Further, AH agrees to return all confidential information concerning Client to District upon termination of this Agreement.

II. ADMISSION, REVIEW AND DISCHARGE.

2.1 It is understood and agreed that, prior to the commencement of any of the services described in Article I above, Client must be evaluated by AH (the "Intake Evaluation"). The purpose of the Intake Evaluation is to assess Client's disability, determine if the services provided by AH can be of assistance to Client, and to prescribe, in conjunction with AH staff, an appropriate education and training program.

2.2 If the Client is recommended for admission into an AH program, an IEP will be prepared by the District and an individualized program plan (the "IPP") may be developed by AH staff. The IEP and/or IPP will provide the basic outline of the proposed program of training and education as well as the services described in Article I above, which will be provided by AH to Client during the Term (as defined below) of this Agreement. The IEP and/or IPP will be prepared and implemented in accordance with the guidelines, rules, and regulations promulgated by TEA from time to time during the Term.

2.3 The Client's Admission, Review, and Dismissal Committee (the "ARD") will establish, in writing, the criteria and estimated timelines for the Client's return to the District.

2.4 The District will make an initial and periodic visit, no less than one (1) per year to AH to verify that AH can, and will, provide the services listed in the IEP. AH will cooperate with the visits and provide access to staff as well as documentation related to Client so that the District can make the determination it is required to make under state law, including, but not limited to, that AH can and will provide the services listed in the IEP, and that placement at AH is in the least restrictive environment appropriate for Client. AH understands that such periodic visits may be unannounced.

2.5 From time to time during the Term, but in no event (absent abnormal circumstances) less often than every six (6) weeks, AH shall furnish to District and to such other persons or agencies as District may authorize in writing, a report as to Client's status, progress and the prognosis for future results. Additionally, from time to time during the Term, but in no event (absent abnormal circumstances) less often than every ninety (90) days, AH, acting by and through appropriate members of its staff, shall meet with or offer to meet with District and/or Parents for the purpose of discussion and consultation with respect to Client's status, progress, and prospects for future training and/or education by AH.

2.6 Upon the termination of this Agreement, whether such termination occurs by lapse of time or otherwise, AH shall issue or cause to be issued a final report concerning the progress and development of Client, the achievement of goals specified in the IEP and IPP, AH's assessment of the services provided, and recommendations for future course of training and education for Client. Upon tender of this report to District and to such other professionals or agencies as District may designate, Client shall be deemed to be discharged, and this Agreement shall be deemed to be of no further force and effect.

III. TERM.

3.1 The term of this Agreement shall commence August 1, 2020 and shall terminate upon the expiration date of July 31, 2021 (the "**Term**"), unless sooner terminated as hereinafter provided.

3.2 If, in the best judgement of AH, at any time during the Term, AH shall determine that Client is not benefiting from the services provided by AH, or that Client is not suited to the services provided by AH, or that AH can no longer provide suitable services to Client, then this Agreement may be terminated by AH by giving written notice to the District ("**AH's Notice of Intention to Terminate**") at least thirty (30) days prior to the date such termination shall be deemed to be effective. Upon the expiration of such thirty (30) day notice period, Client shall be discharged and this Agreement shall be of no further force and effect.

3.3 If, at any time during the Term, District shall determine that it no longer wishes to have Client participate in the AH program, then District shall provide AH with written notice of dissatisfaction (the "**District's Notice of Dissatisfaction**"), which shall, in reasonable detail, describe which service, procedure or other area District is dissatisfied with. Upon receiving District's Notice of Dissatisfaction, AH shall have thirty (30) days to remedy District's dissatisfaction. If AH fails to remedy District's dissatisfaction, then this Agreement may be terminated by District by giving written notice of such intention to terminate to AH (the "**District's Notice of Intention to Terminate**") at least thirty (30) days prior to the date that such termination shall be deemed to be effective. Notwithstanding the above, if an ARD meeting determines that Client is not receiving an appropriate education at AH, the District has the right and the obligation to terminate this Agreement immediately, without giving thirty (30) days' notice. Upon the expiration of such thirty (30) day notice period, this Agreement shall be deemed to be of no further force and effect. Nothing contained herein shall be deemed to prohibit or in any manner restrict District from removing Client from the program at any time with or without notice, *provided, however* that this Agreement shall not be deemed to be terminated with respect to the financial and other obligations of District to AH until a District's Notice of Intention to Terminate has been given in accordance with the provisions of this Section 3.3, and all financial and other obligations of District have been met through the intended termination date.

3.4 Notwithstanding the above, this Agreement may be terminated at any time by mutual written consent.

3.5 In the event the Client files for a due process hearing under 20 U.S.C. Section 1415 et seq. to challenge the termination of this Agreement, it is agreed that Client's stay-put placement under the law shall be the District, unless otherwise ordered by TEA.

IV. FINANCIAL ARRANGEMENTS.

4.1 As consideration to AH for the performance of this Agreement, the District, at no cost to the Parents, agrees and promises to pay to AH the amounts specified for the services and in the manner set forth on Exhibit A.

4.2 AH shall bill District monthly, and payment shall be due and payable in full without demand and without grace on or before the expiration of ten (10) days from the date of the invoice or statement.

4.3 If the Client requires professional services not available from AH, such as those of a physician, physical therapist, psychologist, or mobility specialist, then AH shall arrange for such services at the cost and expense of District; *provided, however*, that District has received prior notice and agrees to pay for such services. When such pre-approved services are required to compliment and supplement the services provided by AH, District agrees to pay to the person, firm, or entity providing such services, the cost thereof, and to pay all such amounts when and as due. District will not be obligated to pay for such services not available from AH unless and until the District receives written notice regarding the services and agrees to such services. At times, such agreement may be contingent on holding a duly constituted ARD meeting. In the event that AH shall incur financial responsibility for providing such complimentary or supplementary services, and upon approval from the District, AH shall bill District for the amount incurred (to defray cost of administration by AH), which amount shall be due and payable within ten (10) days from the date of the invoice or statement for such services.

4.4 District shall be responsible for necessary evaluations, assessments, textbooks, assistive technology devices, and all other items reasonable or necessary for Client's effective learning and development. AH shall (i) bill District for the amount incurred, which amount shall be due and payable within ten (10) days from the date of the invoice or statement for such item, or (ii) forward the invoice directly to District. If District fails to pay any amount payable by it on its due date, past due interest shall accrue on such unpaid amount at the rate of ten percent (10%) per annum from the due date up to the date of actual payment of the unpaid amount. District shall pay past due interest (if unpaid) accruing on an unpaid sum on demand of AH.

4.5 All amounts required to be paid by District pursuant to this Agreement shall be due and payable as specified herein. If a dispute arises on this Agreement, each party agrees to pay its own attorney, if an attorney is retained.

4.6 Failure to pay any amounts due to AH by District pursuant to this Agreement shall be grounds for immediate termination of services by AH to Client, assuming the amounts were agreed to by District.

4.7 During the Term, District's obligation to pay under Exhibit A or this Article IV shall not be suspended, terminated, or otherwise modified, for any reason, including, but not limited to, Client's temporary absence from AH, temporary closure of schools within the jurisdiction of the District or AH, or for any other reason, unless first approved in writing by AH.

V. POLICIES AND PROCEDURES.

5.1 AH has, in cooperation and conjunction with Texas Health and Human Services Commission ("HHSC"), TEA, and other agencies and entities concerned with AH, and the various rules and regulations formulated, promulgated and enforced by the several agencies of the State of Texas and the United States of America governing the operation of AH, formulated certain policies and procedures related to the education and training programs offered by AH. These policies and procedures deal with matters such as clothing required to be furnished for each Client by Parents, times of visitation by Parents, transportation of Client to and from AH facilities, holidays, dispensing of medicine, information required to be furnished by Parents from time to time, hours of operation, and such other matters of policy and procedure necessary and incidental to the operation of AH and its several programs. AH reserves the right to amend, supplement, or modify these policies and procedures from time to time, during the Term as may be required by circumstances or by law, rule, or regulation. In the event of such amendment, supplement, or modification, AH shall make a copy of the revised policies and procedures available upon request to District and Parents, and such amended, supplemented, or modified policies and procedures shall be deemed to be effective when revised or otherwise modified by AH.

VI. AGREEMENT TO USE DUE DILIGENCE AND CARE; INDEMNIFICATION.

6.1 AH will use due care and diligence to protect Client and Client's property from harm or injury. AH is, however, not an insurer against harm or injury to either Client or Client's property. Except for AH's bad faith, negligence or willful misconduct, AH, its officers, directors, employees, administrators, teachers, volunteers, agents, assigns or servants (the "*Indemnified Parties*"), shall not be liable for injury or damage to the person or property of Client, District, District's employees, contractors, invitees, customers or any other person from any cause whatsoever. District agrees to protect, indemnify and hold harmless the Indemnified Parties from and against any injury to or death of persons or loss of or damage to property, including without limitation, the person and property of Client (i) occurring on AH's premises or on the adjoining sidewalks, streets, alleys or ways, or (ii) in any manner directly or indirectly arising out of or in connection with this Agreement. The District agrees to defend, indemnify and hold harmless the Indemnified Parties against and from any demands, claims, assessments, proceedings, suits, actions, costs, judgments, penalties, interest, liabilities, losses, damages, debts, expenses and disbursements (including expert consultant and legal fees and disbursements on a solicitor and client basis) (collectively, "*Claims*") that the Indemnified Parties, or any of them, may suffer or incur, or that may be asserted against them, or any of them, in consequence of, arising from or in any way relating to this Agreement (as the same may be amended, modified or supplemented from time to time) or AH's duties hereunder or any other services that AH may provide to District in connection with or in any way relating to this Agreement or AH's duties hereunder, except that no individual Indemnified Parties shall be entitled to indemnification in the event such Indemnified Party is found to have acted in bad faith, engaged in willful misconduct or been grossly negligent. District agrees that its liability hereunder shall be absolute and unconditional, regardless of the correctness of any representations of any third parties and regardless of any liability of third parties to the Indemnified Parties, and shall accrue and become enforceable without prior demand or any other precedent action or proceeding, and shall survive the termination of this Agreement. AH shall not be liable for any error in judgment or for any act done or step taken or omitted by it in good faith or for any mistake, of fact or law, or for anything which it may do or refrain from doing in connection herewith except arising out of its bad faith or willful misconduct. In the event AH is in breach of this Agreement or its duties hereunder or any agreement or duties relating to any other services that AH may provide to District in connection with or in any way relating to this Agreement or AH's duties hereunder, AH shall not be liable for any claims or damages of any kind or nature whatsoever, even in the event of AH's negligence, except to the extent that AH has acted in bad faith or engaged in willful misconduct.

6.2 All obligations as set forth in this Article VI shall survive the completion or termination of this Agreement. District hereby waives any immunity it may have with respect to this Agreement and any dispute that may arise out of this Article VI.

VII. MISCELLANEOUS.

7.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Texas. It is specifically stipulated and agreed that jurisdiction and venue for all purposes shall be in Harris County, Texas.

7.2 This Agreement shall be binding upon and insure to the benefit of the parties hereto, and their respective legal representatives, heirs, successors, and assigns.

7.3 This Agreement reflects the entire agreement between the parties and no other agreement oral or written shall be deemed to be effective. This Agreement may not be amended or modified except by an instrument in writing signed by both parties.

7.4 This Agreement shall be deemed to be effective upon the date that it is executed by District and by an officer of AH.

7.5 No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

7.6 This Agreement is between District and AH, and the parties do not confer any rights or remedies upon Parents, Client or any person other than the parties to this Agreement and their respective successors and permitted assigns.

7.7 Except as provided in Article VI, by entering into this Agreement, the District is not waiving any immunity it is entitled to under state or federal law.

Agreed to:

AVONDALE HOUSE,
a Texas non-profit corporation

By: John Veteas
Title: CEO

GALVESTON ISD,
a Texas independent school district

By: J Edwards
Title: Director of Special Education

EXHIBIT A

**FINANCIAL ARRANGEMENTS AND COST ANALYSIS
August 1, 2020 – July 31, 2021**

DISTRICT: Galveston ISD

STUDENT: Jady Little

The District, at no cost to the Parents, agrees and promises to pay to AH the amounts specified for the services and in the manner set forth below:

(a) For intake review and assessment by AH \$ 0 which amount shall be due and payable upon the execution of this Agreement by AH and District.

(b) For each month within the Term, including partial months and months where Client does not attend AH, the sum of \$4,435 dollars per month, which amount shall be the basic compensation to AH for the day school and speech therapy services provided pursuant to this Agreement and which shall be exclusive of all other incidental charges.

(c) Together with the monthly statement for basic compensation, AH shall furnish to District an itemized list of expenditures for incidental expenses, and District shall tender to AH, together with its payment for basic compensation, an amount equal to the expenditures for such incidental expenses.

<u>SERVICES</u>	<u>Monthly</u>	<u>Totals</u>
<u>*Education Services</u>	<u>\$4,150</u>	<u>\$49,800</u>
<u>Speech Therapy</u>	<u>\$250</u>	<u>\$3,000</u>
OT	\$35	\$420
Agreement Total:		\$53,220

*Additional fees may be billed per the ARD Agreement. These amounts do not include any expense incidental to the services described in the Agreement, such as, but not limited to, items necessary for personal hygiene, fees and charges for outings, excursions and other activities sponsored by AH for Client, or any other matter not covered within the scope of the basic compensation.