

B.I.S.T. SERVICES AGREEMENT

2022-2023 SCHOOL YEAR



CLIENT INFORMATION

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|-------------------|---|
| Name: | RAYTOWN C-II |
| Address: | 10750 E 350 Hwy, Raytown, MO 64138 |
| Contact: | Dr. Brian Huff, Associate Superintendent of Curriculum, Instruction, and Assessment |
| Telephone: | 816-268-7000 |
| Email: | brian.huff@raytownschools.org |

CORNERSTONES OF CARE INFORMATION

| | | | |
|--|---|-------------|--------------|
| Name: | Cornerstones of Care | | |
| Address: | 300 E. 36 th Street, Kansas City, MO 64111 | | |
| Contact: | Paul McCorkle, Associate Executive Director of Education Programs | | |
| Email: | Paul.McCorkle@cornerstonesofcare.org | | |
| Telephone: | 913-244-9906 | Fax: | 816-508-3797 |
| Cornerstones of Care is a Missouri nonprofit corporation and a public charity under IRC § 501(c)(3). | | | |

SERVICES AND COMPENSATION



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|----------------------|--|
| School Year: | July 1, 2022 to June 30, 2023 |
| Services: | Cornerstones of Care will provide training to teachers of Client in managing behavioral expectations involving students of Client. |
| Compensation: | Client will pay \$38,500 to Cornerstones of Care for the Services. |
| Billing: | Invoices are payable within 30 days of the receipt of invoice. Invoices will be sent: (Please select from the following options) <ul style="list-style-type: none">○ Semi-Annually: Invoices to be sent prior to the school year on July 1st and again January 1st.○ Annually: Invoice to be sent prior to the school year on July 1st. |

AGREEMENT

Client agrees to engage Contractor to provide and perform the above services ("Services"), and Cornerstones of Care agrees to be so engaged and to provide and perform the Services, in accordance with this B.I.S.T Services Agreement ("Services Agreement") and the attached Terms and Conditions (together, "Agreement").

SIGNATURES

By signing below, the undersigned acknowledge that they have read and understand, and agree to be legally bound by, this Agreement.

| CLIENT | CORNERSTONES OF CARE |
|---|--|
| By:  | By:  |
| Name: Brian Huff | Name: Paul McCorkle |
| Title: Associate Superintendent of C&I | Title: Associate Executive Director of Education Programs |
| Date: 2/24/2022 | Date: January 31, 2022 |

TERMS AND CONDITIONS

SECTION 1. SERVICES.

1.1 Independent Contractor Status. Cornerstones of Care is an independent contractor under this Agreement, and nothing herein creates, or will be construed to create, a partnership, joint venture, employer/employee or agency relationship between Cornerstones of Care and Client. Neither party will have the power or authority to enter into agreements of any kind on behalf of the other party, or to otherwise bind or obligate the other party in any manner to any third party.

1.2 Method of Performance. Cornerstones of Care will have the right to determine the method and means of providing and performing the Services. Client will be entitled, however, to exercise general power of supervision and control over the Services provided and performed by Cornerstones of Care and to inspect and approve those Services. Cornerstones of Care agrees to follow all reasonable suggestions or recommendations made by Client with respect to the provision and performance of the Services.

1.3 Taxes. Cornerstones of Care will be solely responsible for all federal, state and local taxes and related contributions attributable to the payments from Client to Cornerstones of Care for the Services provided and performed. Cornerstones of Care further acknowledges and agrees that Cornerstones of Care is an independent contractor for federal, state and local income and employment tax purposes, including FICA and FUTA, and will not be entitled to workers' compensation or other insurance protection or benefits provided by Client.

1.4 Background Checks. Cornerstones of Care will require each of its employees, agents and independent contractors involved in providing and performing the Services to be subjected to criminal and child abuse and neglect background checks ("Background Checks"). The Background Checks will, at a minimum, be as comprehensive as the criminal background check required of Client's employees (as notified to Cornerstones of Care in writing) and Missouri law. In accordance with Missouri law, Background Checks will include a complete fingerprint criminal record check. The results of the Background Check must be received and considered satisfactory by Cornerstones of Care before it permits an employee, agent or independent contractor to have direct contact with students of Client receiving the Services ("Student"), provided that any record indicating a finding or plea of guilty to any felony, any crime involving abuse or neglect of children, or any sex offense or crime involving moral turpitude will not be considered a satisfactory Background Check.

1.5 Force Majeure. If either party is prevented from performing any of its obligations due to any cause which is beyond the non-performing party's reasonable control, including fire, explosion, flood, pandemic or other acts of God; acts, regulations, or laws of any government; strike, lock-out or labor disturbances; or failure of public utilities or common carriers (a "Force Majeure Event"), such non-performing party will not be liable for breach of this Agreement with respect to such non-performance to the extent any such non-performance is due to a Force Majeure Event. Such non-performance will be excused as long as the Force Majeure Event is continuing, provided the non-performing party gives timely written notice to the other party of the Force Majeure Event.

1.6 Use of Employment Verification System. Prior to commencement of the provision and performance of the Services, Cornerstones of Care will provide to Client a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in the E-Verify Program maintained and operated by the United States Department of Homeland Security and the Social Security

Administration, or any successor. Cornerstones of Care will also provide to Client a sworn affidavit affirming that it does not knowingly employ any individual who is an unauthorized alien in connection with the provision and performance of the Services.

1.7 Records. Cornerstones of Care will maintain complete and accurate records regarding the Services provided and performed and associated transactions, and will retain those records for at least two years after completion of those Services and those transactions or the length of time as may be required by applicable law, whichever period is longer. Cornerstones of Care will provide Client with access to all patient, educational or medical record information regarding any Student ("Student Information").

SECTION 2. COMPENSATION, EXPENSES AND PAYMENT.

2.1 Compensation. In consideration of the Services provided and performed, Client will pay Cornerstones of Care compensation in the amount, and payable at the times and in the manner, set forth in the Services Agreement.

2.2 Reimbursement of Expenses. Client will not be obligated to reimburse Cornerstones of Care for or pay any charge, cost or expense incurred by Cornerstones of Care in connection with its provision and performance of the Services, exercise of its rights or performance of its obligations under this Agreement, or otherwise performing hereunder, including the costs associated with conducting Background Checks, unless specifically set forth in this Agreement.

2.3 Invoices. Cornerstones of Care will submit to Client invoices for the Services rendered on a periodic basis as set forth in the Services Agreement. If the Services Agreement does not provide a schedule for the submission of invoices by Cornerstones of Care, invoices will be submitted annually. The invoices must describe the Services provided and performed and will list all reimbursable charges, expenses and costs on a pass-through basis. Cornerstones of Care must include receipts or other appropriate documentation for the reimbursable charges, expenses and costs with the invoices. Invoices are payable within 30 days of receipt of invoice, unless otherwise provided in the Services Agreement.

SECTION 3. TERM

This Agreement is effective commencing on, and will terminate on, the beginning and ending dates, respectively, of the school year set forth in the Services Agreement, unless earlier terminated pursuant to Section 4 below.

SECTION 4. TERMINATION.

4.1 Termination upon Breach. Notwithstanding Section 3, either party may terminate this Agreement upon written notice to the other party in the event that the other party (i) materially breaches any obligation hereunder and fails to cure that breach within 10 days after written notice of the breach, or (ii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

4.2 Effect of Termination. Upon any termination of this Agreement, any and all rights and obligations of the parties under this Agreement will terminate, provided that Sections 1.3, 1.7, 4.3, 5, 6, 7, 8 and 9 all rights, obligations or liabilities accrued hereunder prior to termination, and any other right, obligation or liability which by its nature or express duration extends beyond the termination of this

Agreement, will survive termination and continue in effect indefinitely or for that express duration.

SECTION 5. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Cornerstones of Care represents, warrants and covenants to Client as follows:

5.1 **Performance.** All of the Services will be provided and performed by Cornerstones of Care in a workmanlike manner, with professional diligence and skill, and using sound and professional principles and practices in accordance with normally accepted industry standards.

5.2 **No Infringement.** To Cornerstones of Care's knowledge, no Work Product (as defined below) will infringe the rights of any third party under applicable law.

5.3 **No Conflict.** Cornerstones of Care's execution and performance of this Agreement do not and will not violate the legal or contractual rights of any third party.

5.4 **Compliance.** Cornerstones of Care will observe and comply with applicable law that may apply to its provision and performance of the Services, including applicable law regarding (i) care, supervision and inspection of all records pertaining to the performance and provision of the Services, (ii) non-discrimination on the basis of race, color, religion, sex, age, national origin, disability or veteran status (including with respect to employees of or applicants for employment with Cornerstones of Care who will be involved in the provision and performance of the Services,) and (iii) confidentiality of Student Information. Cornerstones of Care will also comply with all applicable rules, regulations and policies of Client regarding the confidentiality of Student Information which have been notified to Cornerstones of Care in writing.

5.5 **Power and Authority; Binding Agreement.** Cornerstones of Care has the power and authority to execute, deliver and perform this Agreement, which constitutes a valid and binding obligation of Cornerstones of Care, enforceable against Cornerstones of Care in accordance with its terms. If applicable, the individual signing this Agreement on behalf of Cornerstones of Care has been properly authorized and empowered to enter into, and bind Cornerstones of Care to, this Agreement.

5.6 **Insurance.** Cornerstones of Care will procure and maintain in effect (i) worker's compensation insurance that complies with applicable law and provides appropriate coverage for the Services, and (ii) comprehensive general liability insurance, including contractual liability, in a sum no less than \$1,000,000 per occurrence with an aggregate limit of \$2,000,000 with financially sound and reputable insurers. Upon Client's request, Cornerstones of Care will provide Client with a certificate of insurance from Cornerstones of Care's insurer evidencing the insurance coverage specified in this Agreement. Nothing herein will be construed as a waiver of sovereign immunity or governmental Immunity by whatever name as set forth in Mo. Rev. Stat. § 537,600 et seq. Any insurance purchased or maintained by Cornerstones of Care is not intended to act as a waiver, nor is it a waiver of any defense available to Client and its employees by statute or at common law.

SECTION 6. CONFIDENTIALITY.

Cornerstones of Care will treat as confidential the Work Product and any information which may be disclosed, provided or made accessible

by Client under this Agreement ("Confidential Information"). Without the express written consent of Client, Cornerstones of Care will not disclose Confidential Information to any third party, nor use that information, directly or indirectly, other than as contemplated by this Agreement. Notwithstanding the foregoing, Confidential Information does not include, and this Agreement imposes no obligation upon Cornerstones of Care with respect to, information that Cornerstones of Care demonstrates (i) was in Cornerstones of Care's possession on a non-confidential basis before receipt from Client or any of its nonparty affiliates, (ii) has become generally available to the public other than as a result of disclosure by Cornerstones of Care or any of its nonparty affiliates, (iii) has become available to Cornerstones of Care on a non-confidential basis from a source other than Client or any of its nonparty affiliates, provided that the source is not known by Cornerstones of Care or any of its nonparty affiliates to be bound by a confidentiality agreement with Client or any of its nonparty affiliates, or otherwise prohibited from transmitting the information to Cornerstones of Care by a contractual, legal, fiduciary or other obligation, or (iv) which is required to be disclosed by judicial or administrative process, provided Cornerstones of Care must promptly notify Client and allow Client a reasonable time to oppose that process, if appropriate, in the sole discretion of Client.

Student Information. Cornerstones of Care further will not disclose to any third party, except where permitted or required by applicable law, or where such disclosure is expressly approved by Client in writing, any Student Information.

SECTION 7. WARRANTY DISCLAIMERS AND EXCLUSION OF LIABILITY.

CORNERSTONES OF CARE PROVIDES AND PERFORMS THE SERVICES SOLELY ON AN "AS-IS" BASIS. CORNERSTONES OF CARE MAKES NO EXPRESS WARRANTIES, GUARANTEES OR REPRESENTATIONS OF ANY KIND UNDER THIS AGREEMENT AND CORNERSTONES OF CARE DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF QUALITY, ACCURACY, COMPLETENESS, TIMELINESS, PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES AND WORK PRODUCT. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR AS A RESULT OF THIS AGREEMENT, WHETHER IN CONTRACT, WARRANTY, TORT OR OTHERWISE, TO THE OTHER PARTY OR ANY OTHER PERSON CLAIMING THROUGH OR UNDER THE OTHER PARTY, FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR OTHER SIMILAR DAMAGES, EVEN THOUGH ADVISED OR OTHERWISE AWARE OF THE POSSIBILITY OF THOSE DAMAGES. IN NO EVENT WILL EITHER PARTY'S TOTAL AGGREGATE LIABILITY UNDER OR AS A RESULT OF THIS AGREEMENT EXCEED THE ACTUAL AMOUNT PAID AND OWED BY CLIENT TO CORNERSTONES OF CARE HEREUNDER.

SECTION 8. CLIENT PROPERTY.

8.1 **Work Product.** All work product resulting or derived from, or made in the course of provision and performance of the Services, including any invention, research results, software program, and written material (collectively, "Work Product"), will be considered "work for hire" and, unless already in the public domain, all right, title, ownership and interest in items of Work Product will be vested exclusively in Client. Cornerstones of Care will promptly execute any and all documents and instruments as may be necessary to evidence, protect, perfect or otherwise confirm Client's rights hereunder in respect of Work Product.

8.2 Other Client Property. Any and all equipment, tools, materials, records and data furnished to Cornerstones of Care by Client in connection with the provision and performance of the Services by Cornerstones of Care and any and all materials, records and data containing Confidential Information, including in each case all copies thereof regardless of form, format or medium, are and will remain the sole property of Client.

SECTION 9. GENERAL PROVISIONS.

9.1 Binding Nature of Agreement; Assignment. All the terms and provisions of this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors, and permitted assigns. Cornerstones of Care may not assign or transfer to any third party any of its rights or obligations hereunder without the prior written consent of Client.

9.2 No Third Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of each party and their respective successors and permitted assigns and it is not the intention of the parties to confer third-party beneficiary rights upon any other individual or entity.

9.3 No Exclusive Agreement. This is not an exclusive agreement. Client is free to engage others, and Cornerstones of Care is free to accept engagement by others, to provide and perform services the same as or similar to the Services.

9.4 Non-Solicitation. During the term of this Agreement and for two years thereafter, except with the written consent of Cornerstones of Care, Client will not, directly or indirectly, for itself or on behalf of any other person, solicit or induce, or attempt to solicit or induce, any employee of Cornerstones who was involved in providing and performing the Services during the term of this Agreement of Care to leave Cornerstones of Care or to work for Client, provided such activities were within the scope of employment of such employee.

9.5 Governing Law. This Agreement will be governed by and will be construed, interpreted, and enforced in accordance with the laws of the State of Missouri, without reference to principles of conflicts of law.

9.6 Notices. All notices or other communications required or permitted under this Agreement must be in writing and will be considered given when delivered in person; by overnight courier service, upon written confirmation of receipt; by certified or registered mail, with proof of delivery; or by email, with confirmation of receipt, using the recipient party's address, facsimile number or email address set forth in the Services Agreement. A party may change its address or email address by notice to the other party in accordance with this section.

9.7 Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, with respect to that subject matter. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof. If any provision contained in the Services Agreement conflicts with any provision contained in these Terms and Conditions, the provision contained in the Services Agreement will govern.

9.8 Amendment. This Agreement may be amended and the terms hereof may be waived only by a written instrument signed by both parties or, in the case of a waiver, by the party waiving compliance.

9.9 No Waiver. No failure or delay by any party in exercising any right, power or privilege hereunder will operate as a waiver of any right, power or privilege hereunder. No waiver of any default on any one occasion will constitute a waiver of any subsequent or other default. No single or partial exercise of any right, power or privilege will preclude the further or full exercise thereof.

9.10 Severability. The provisions of this Agreement will be considered severable, and the invalidity or unenforceability of any one or more of the provisions hereof will not affect the validity and enforceability of the other provisions hereof.

9.11 Remedies. Except as otherwise provided herein, the rights and remedies of the parties with respect to failure of a party to comply with the terms of this Agreement are not exclusive, the exercise thereof will not constitute an election of remedies and the aggrieved party will in all events be entitled to seek whatever additional remedies may be available in law or in equity.

9.12 Publicity. Neither party will use any trademark, name or logo of the other party in any publicity release, advertising or other promotional activity without the prior written consent of the other party.

9.13 Consent to Conduct Business Electronically. Either or both parties may use electronic records and electronic signatures for the execution and delivery of this Agreement and in connection with the matters contemplated by this Agreement. Except as otherwise specifically set forth in this Agreement, the parties may use and rely upon electronic records and signatures for all agreements, undertakings, notices, disclosures or other documents, communications or information of any type sent or received in accordance with this Agreement.

9.14 Construction; Additional Definitions. In interpreting and construing this Agreement, unless expressly stated herein to the contrary or the context requires otherwise: (i) all captions, headings and similar terms are for convenience of reference only; (ii) "herein," "hereof," "hereunder," "hereby" and similar terms refer to this Agreement as a whole; (iii) terms used in the plural include the singular and the masculine gender includes the feminine, in each case vice versa; (iv) reference to any document means the document as amended or modified and as in effect from time to time; (v) "including," "include," "includes" and variations thereof will be construed as if followed by the phrase "without limitation"; (vi) "or" and "any" have the inclusive meaning represented by the phrases "and/or" and "any or all", respectively; (vii) reference to an article, section, schedule or exhibit is to an article, section, schedule or exhibit, respectively, of this Agreement; (viii) "day" means "calendar day" and when calculating a period of time, the day that is the initial reference day in calculating the period will be excluded; (ix) "law" means any foreign, federal, state or local law (including common law,) statute, standard, code, ordinance, rule, regulation, promulgation or any order by any governmental authority; (x) "governmental authority" means any government or governmental or regulatory body thereof, or political subdivision thereof, whether federal, state, local or foreign, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private); (xi) "party" and "parties" means each or all, as appropriate, of the persons who have executed

and delivered this Agreement; (xii) "person" means any individual, sole proprietorship, partnership, corporation, joint venture, limited liability company, estate, trust, unincorporated organization, association or other entity or governmental authority; and (xiii) "nonparty affiliates" means, with respect to a party, the affiliates and the members, partners, stockholders, trustees, directors, managers,

officers, employees, consultants, advisors representatives, agents and subcontractors, as applicable, of that party and its affiliates. This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.