

**GLOBAL TELETHERAPY
CONSULTANT SERVICES AGREEMENT
FIRST ADDENDUM AND AMENDMENT**

This First Addendum and Amendment (the "Addendum") is effective as of [the start of services for the 22-23 school year] (the "Effective Date"), and extends and amends the Consultant Services Agreement (the "Agreement") by and between Global Teletherapy, LLC ("Global Teletherapy") and [SCHOOL- Pecos Cyber Academy]] (the "Client"). Capitalized terms used in this Addendum and not defined herein shall have the meanings given to such terms in the Agreement.

WHEREAS, the Initial Term of the Agreement ends on June 30, 2022;

WHEREAS, Section 3 of the Agreement provides that the Parties may extend the Initial Term of the Agreement by executing an addendum to the Agreement to memorialize the extension (such extension, together with the Initial Term, the "Term");

WHEREAS, the Parties desire (i) to extend the Term of the Agreement through and until June 30, 2023 and (ii) to amend and supplement certain provisions of the Agreement; and

WHEREAS, prior to the expiration of the Initial Term, Global Teletherapy became an indirect, wholly-owned subsidiary of PresenceLearning, Inc. ("PresenceLearning") and PresenceLearning shall (i) perform the Services for the 2022-2023 school year and (ii) replace Global Teletherapy as a Party to the Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the parties hereby agree as follows:

1. **Parties.** Effective as of the Effective Date, the Agreement is hereby amended to substitute PresenceLearning as the provider of Services under the Agreement.
2. **RENEWAL TERM.** The Term of the Agreement is hereby extended and shall expire upon the earlier of: (i) June 30, 2023 or (ii) as provided in Section 3 of the Agreement.
3. **AMENDMENT TO SECTION 4.** Section 4 of the Agreement is hereby amended to insert the following text at the end of Section 4:

In connection with the performance of Services, PresenceLearning may have access to education records ("FERPA Records") that are defined in and subject to the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, et seq. and related regulations ("FERPA"). To the extent that PresenceLearning has access to FERPA Records, PresenceLearning is deemed a "school official" and may use FERPA Records solely for the specific "legitimate educational purposes" as defined under FERPA.

4. **AMENDMENT TO SECTION 5.** Section 5 of the Agreement is hereby amended and restated in its entirety to read as follows:

5. PresenceLearning Platform.


All Services shall be delivered via PresenceLearning's proprietary cloud-based platform (together with any components, software, or related documentation, the "Platform"). The Platform enables engagement between Client's student, Client's support staff, and administrators overseeing the Services (collectively, "Staff"), and PresenceLearning's clinical providers (each, a "Clinician", and, collectively, "Clinicians"). During the Term, PresenceLearning grants to Client a limited, non-exclusive, revocable, non-sublicensable, non-transferable, royalty-free, right and license for each of its students and Staff to use and display the Platform.

PresenceLearning retains all right, title, and interest in and to the Platform and retains all rights and title to all proprietary content in the Platform, including therapy playlists and related documents and content, and retains all right, title and interest to any work product or other intellectual property developed and/or created by, or on behalf of, PresenceLearning (collectively, "PresenceLearning Intellectual Property"). Client owns all right, title, and interest in and to any Client proprietary content (collectively, "Client Intellectual Property"). During the Term, Client grants to PresenceLearning, solely in connection with the performance of the Services, a non-exclusive, royalty-free license to modify, display, combine, copy, store, transmit, and otherwise use Client Intellectual Property that may be uploaded to the Platform.

5. **EXHIBITS.** Each of the Exhibits attached hereto as Exhibit A – Prices and Services and Exhibit B – Equipment Schedule are hereby incorporated into the Agreement and all Exhibits and Schedules attached to the Agreement are hereby deleted in their entirety.
6. **NO OTHER AMENDMENTS.** Except as amended hereby and in the attached Exhibits(s), as applicable, all other terms of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the Effective Date.

PresenceLearning, Inc.

By: 
Brian Culbreth (Apr 11, 2022 14:39 EDT)

Name: Brian Culbreth

Title: CRO

[CLIENT]

By: 
Daelena Potter (Apr 11, 2022 08:26 MDT)

Name: Daelena Potter

Title: Special Education Director

Exhibit A – Prices and Services

Per Diem Services	Hourly Rate	Hours Per Week	Weekly Total
SLP Per Diem	\$		\$
OT Per Diem	\$66	37.5	\$ 2,475.00
BMH Per Diem	\$		\$
School Psych Per Diem	\$		\$
PT Per Diem	\$		\$
APE Per Diem	\$		\$
Directly Only Services	Hourly Rate		
SLP Direct Only	\$		
OT Direct Only	\$		
BMH Direct Only	\$		
School Psych Direct Only	\$		
PT Direct Only	\$		
APE Direct Only	\$		
Evaluations	Flat Rate		
SLP Evals	\$		
OT Evals	\$		
BMH Evals	\$		
School Psych Evals	\$		
Additional Services	Rate		
IEP Meeting	\$/hr		
Psych Review of Records	\$flat		
Therapy No Show	\$/hr		
Evaluations No Show	\$flat		
Records Review	\$/hr		
Consultations	\$/hr		
Progress Reports	\$flat		
Screeners	\$/hr		
OT Tool Kits	\$55flat		

* Throughout the Term, Client may request additional Services via purchase orders.

Exhibit B
Equipment Schedule

This Equipment Schedule (the "Schedule") is incorporated and made part of the Consultant Services Agreement (the "Agreement") between PresenceLearning, Inc., as successor in interest to Global Teletherapy, LLC ("PresenceLearning"), and entity that is receiving the Services ("Client") pursuant to the Agreement and lists the terms and conditions of the purchase of hardware, test kits and materials (collectively "Equipment") from PresenceLearning. Unless otherwise defined herein, capitalized terms shall have the definition set forth in the Agreement.

1. **Hardware Available for Purchase.** Client may, at Client's option, purchase the additional hardware set forth below at the purchase prices set forth opposite each hardware type (note that the listed prices do not include any applicable tax or shipping costs):

Equipment Type	Price per unit
Standard webcam with tripod	\$49.00
ANDREA Over Ear USB headset	\$29.00
ANDREA 455 Stereo headset	\$25.00
ANDREA Y-100B Splitter	\$5.00
ANDREA USB Sound Card Adapter	\$14.00
Document Camera	\$85.00

Client is not restricted from purchasing hardware from any other vendor or any third-party. A list of the recommended hardware providers and specifications is provided in Section 9.

2. **WISC-V Kits.**

- 2.1 Purchase of WISC-V Kits. If the Agreement provides that the Client may access WISC-V assessments, Client may purchase WISC-V test kits (each, a "Kit") from PresenceLearning. Kits are not included in the price of the assessments. Each Kit comes with one (1) set of Block Design Blocks and one (1) Block Design Stimulus Book for use in connection with the WISC-V assessments. Prices of the Kits will be reflected in the Service Order entered into at the time the Kits are to be purchased.

WISC-V	Price per unit
WISC-V Stimulus Book	\$11.00
WISC-V Blocks	\$46.00

- 2.2 Tracking and Return of Kits. Client understands and acknowledges that the Kits are considered trade secrets by their respective publishers and will make commercially reasonable efforts to retrieve the Kit from each student that receives one. After a Kit has been used, Client must arrange for the return of the Kit directly to Client. On a quarterly basis, Client will acknowledge and confirm to PresenceLearning that the Kits are in Client's possession (in a mutually agreed upon manner). At no time will a Kit remain in the possession of Client's student once it has been used.

3. **Delivery; Title; Risk of Loss.**

- 3.1 Brick and Mortar Schools. PresenceLearning will ship Equipment directly to Client at the address provided in the Agreement. If Client's location is temporarily inaccessible due to COVID-related closures, PresenceLearning will temporarily ship Equipment to any other address provided by Client.

- 3.2 Virtual School. PresenceLearning will ship the Equipment to the addresses provided by Client.
- 3.3 FOB. PresenceLearning shall ship and deliver the Equipment FOB destination, and the title to and risk of loss of the Equipment will pass to Client upon delivery.
- 3.4 Delivery Dates. All delivery dates are approximate. PresenceLearning shall not be liable for any losses, damage, penalties, or expenses for failure to meet any expected delivery date.
- 3.5 Received and Accepted. Equipment is deemed received and accepted upon delivery to the address provided by Client.
4. **Delivery Addresses**. Client is solely responsible for providing the correct shipping address for each addressee that is to receive the Equipment. If Client provides an incorrect address, then Client will purchase replacement Equipment that will be delivered to the correct address. If Equipment is misdelivered due to PresenceLearning’s error, PresenceLearning will promptly ship replacement Equipment to the correct address at no cost to Client.
5. **Inspection of Goods**. Client has the right to examine the Equipment upon receipt and has 3 days in which to notify PresenceLearning of any claim for damages based on the condition of the Equipment. Such notice must specify in detail the particulars of the claim. Failure to provide such notice within the requisite time period constitutes irrevocable acceptance of the equipment. Defective equipment must be returned to PresenceLearning in accordance with accepted trade practices.
6. **Fees; Payment**. Client agrees to pay for the Equipment according to the terms set forth in the applicable Service Order. Client is responsible for all taxes and shipping, which fees may vary based on shipment destination.
7. **Disclaimer of Warranty**. PresenceLearning is not the manufacturer of the Equipment and the Equipment is being sold “as is,” and PresenceLearning disclaims all warranties of quality, whether express or implied, including the warranties of merchantability and fitness for particular purpose.
8. **Delay or Failure to Perform**. PresenceLearning will not be liable to Client for any delay, non-delivery or default due to labor disputes, transportation shortage, Acts of God, or any other causes outside of PresenceLearning’s control. PresenceLearning shall notify Client immediately upon realization that it will not be able to deliver the Equipment as promised.
9. **Suggested Hardware Specification**. The following is a list of suggested hardware and specifications for use in clinical services.

Hardware Type	Requirements	Suggested Brand	Suggested Model
Webcam with tripod	<ul style="list-style-type: none"> ● Attachable tripod ● Video resolution 1920X1080 ● Auto focus 	N/A	N/A

	<ul style="list-style-type: none"> • Field of View = 65° 		
Headset	<ul style="list-style-type: none"> • Noise-canceling microphone • 40mm stereo speakers with deep bass sound deliver crystal clear audio 	ANDREA	EDU-455 STEREO HEADSET
Headset USB	<ul style="list-style-type: none"> • Noise-canceling microphone • 40mm stereo speakers with deep bass sound deliver crystal clear audio 	ANDREA	OVER EAR USB NC-455VM
Splitter	<ul style="list-style-type: none"> • Splitter cable allows you to connect 2 headphones simultaneously to your computer so parents and providers can monitor and listen to what the student is hearing 	ANDREA	Y-100B
Sound card	<ul style="list-style-type: none"> • External USB headset adapter with CD quality digital sample rates • Bypasses a computer's sound system, creating superior low-noise audio 	ANDREA	EDU-USB PL-CS-PRESENCE
Document camera	<ul style="list-style-type: none"> • Capture images of A4 and US letter pages • Built-in LED lights 	HUE	HD Pro Camera





GT PL Addendum for PECOS

Final Audit Report

2022-04-11

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Final Audit Report

2022-04-11

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