



Global Teletherapy Consulting Services Agreement

This Consulting Services Agreement ("Agreement") is entered into as of July 8, 2021 (the "Effective Date") by and between **Global Teletherapy LLC ("Company")**, a Maryland limited liability company ("Global Teletherapy") and Pecos Connections Academy, with its principal place of operation in New Mexico (together with its agents, employees, and affiliates, "Client"). Global Teletherapy and Client are referred to herein individually as a "Party" or collectively as the "Parties."

1. Definitions.

1.1. Business Hours. 8:00 a.m. – 4:00 p.m. Mountain Standard Time or Mountain Daylight Time (MT), whichever is in effect on the date given or services are rendered.

1.2. Learning Coach. An adult present in the same location as the student receiving services.

1.3. PCA. Pecos Connections Academy or Client, as referenced above.

1.4. Student. A school-age child who has been identified as needing Occupational Therapy Services.

2. Services. Global Teletherapy will provide Occupational Therapy Services (the "Services") as provided according to the schedule set forth in Exhibit A hereto; and under such conditions regarding the environment, equipment and supervision necessary for the provision of Services as set forth in Exhibit B hereto.

3. Fees and Payment Terms. In consideration for the Services to be provided, Client agrees to pay Global Teletherapy in accordance with the fee schedule set forth on Exhibit A, and all such fees generated from the Services performed by Global Teletherapy shall be considered earned as the work is performed.

4. Term and Termination. This Agreement shall be in effect as of the Effective Date and shall continue until the end of the 2021-2022 school year for Pecos Connections Academy unless previously terminated in accordance with the terms of this Section 3 (the "Initial Term"). Either Party may terminate the Agreement for any reason upon thirty (30) days prior written notice to the other party, so long as at least 30 days of Services have occurred upon the delivery date of such notification, and, provided the terminating Party has provided notice of such breach to the other Party and an opportunity to cure such breach during a period of not less than thirty (30) days following such notice. Upon the expiration or termination of this Agreement for any reason, all amounts owed to Global Teletherapy under this Agreement, which accrued before such termination, or expiration will be immediately due and payable. In addition to the post-termination obligations in this Section 3, Sections 5 and Sections 6 through 20 will survive any expiration or termination of this Agreement. Upon written



notice being provided by the Client of its intent to renew the Agreement, such notice being provided by or before April 1 of the Academic Year of the then current Term, this agreement is subject to three (3) one (1) year renewal terms (each such one-year term being the "Term") with conditions to be agreed upon by both Parties. Global Teletherapy shall have thirty (30) days from the date of notice to decline to continue providing services under the terms of this Agreement and to provide written notice of its intent to the Client.

5. THIRD PARTY INFORMATION; HIPAA COMPLIANCE. Client understands that it may receive confidential and proprietary information relating to Global Teletherapy's business. Client agrees that the Global Teletherapy's proprietary information is confidential and is the sole, exclusive and extremely valuable property of Global Teletherapy. For the purposes of this Agreement, "Confidential Information" means all information disclosed by Global Teletherapy to Client or by Client to Global Teletherapy, which is in tangible form and labeled "confidential" (or with a similar legend) or which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure. Subject to the express permissions of this Agreement, Global Therapy and Client will protect each other's Confidential Information from unauthorized use, access or disclosure in the same manner as each protects its own Confidential Information, but with no less than reasonable care. The Company understands that the Company may receive from third parties confidential or proprietary information, including, but not limited to, personal, medical, or other information relative to the Company's Clients and patients (collectively, "Third Party Information") subject to a duty on Company's part to maintain the confidentiality of such information and use it only for certain limited purposes. The Company agrees to hold Third Party Information in confidence and not to disclose to anyone (other than Company personnel who need to know such information in connection with their work for Company) or to use, except in connection with the Company's work for Client, Third Party Information unless expressly authorized in writing by an officer of the Client or required by law. The Company agrees to comply with all requirements under The Health Insurance Portability and Accountability Act of 1996 ("HIPAA") Privacy Rule regarding the use and disclosure of Third Party Information. The Company further agrees to keep complete and accurate records of each individual patient's history with respect to occupational therapy services provided including, but not limited to, initial and periodic evaluations, recommended treatment plan, treatment provided, and responsiveness to treatment.

6. RIGHTS TO DELIVERABLES; OWNERSHIP.

6.1. Rights to Deliverables. The Parties hereby agree that the specified Services to be completed pursuant to Exhibit A hereto primarily involve the provision of qualified occupational therapy professionals to provide both direct and indirect supplemental educational services, all of which are to be delivered remotely or via the web, to Client students with identified or suspected special needs as described in Exhibit A.



- 6.2. Ownership.** Without limiting the foregoing, Global Teletherapy and its licensors reserve and retain ownership to all Preexisting Intellectual Property (as defined below), and Global Teletherapy hereby grants to Client a non-exclusive, fully paid, limited license to use Preexisting Intellectual Property solely in connection with Client's use of the Services. "Preexisting Intellectual Property" means all of Global Teletherapy's inventions (whether or not patentable), works of authorship, designs, and tools in existence prior to the commencement of the Services, developed by Global Teletherapy or its personnel in connection with providing Services pursuant to this Agreement that derive from, improve, enhance or modify Global Teletherapy's Preexisting Intellectual Property. Global Teletherapy's Preexisting Intellectual Property also means all inventions (whether or not patentable), works of authorship, designs, and tools, including without limitation software and programming tools developed by Global Teletherapy or its personnel in connection with providing Services generally to support Global Teletherapy's product and/or service offerings (including, without limitation the Services) and which can be so used without use of Client's Confidential Information.
- 6.3. Return of Documents.** Global Teletherapy acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes, and other documentation related to the business of the Client containing Confidential Information shall be the sole and exclusive property of the Client and shall be returned to the Client, or destroyed with approval of Special Education Director, upon termination of this Agreement or upon written request of the Client.
- 6.4. Grant of License.** Client agrees to maintain (and not supplement, remove, or modify) all copyright, trademark, or other proprietary notices on such materials. Provided Client is not in breach of any term of this Agreement, Global Teletherapy grants Client a non-exclusive, limited license, which license shall terminate upon expiration or termination of this Agreement, to reproduce and distribute the Materials solely to assist in the provision of Services in accordance with the terms herein.
- 7. Disclaimer of Warranties.** The Services are provided "as is" without any warranty and Global Teletherapy expressly disclaims any and all warranties, express, implied, or statutory, including warranties of title, noninfringement, merchantability, and fitness for a particular purpose.
- 8. Limitation of Liability.** In no event will Global Teletherapy be liable for any incidental damages, consequential damages, or any lost profits arising from or relating to this Agreement or to the Services, whether in contract or tort or otherwise, even if Global Teletherapy knew or should have known of the possibility of such damages. Global Teletherapy's cumulative liability relating to this Agreement will not exceed the lesser of actual fees paid by Client to Global Teletherapy during the school year immediately preceding the date on which a claim is made; provided that such amount shall under no circumstances exceed \$1,000. Client acknowledges that the Agreement reflects an adequate and acceptable allocation of risk and that in the absence of the foregoing limitations Contactor would not enter into the



Agreement.

9. **Non-Solicitation.** Client shall not, during the term of the Agreement and for one (1) year thereafter, directly or indirectly solicit, induce, or attempt to induce any Global Teletherapy employee or contractor without Global Teletherapy's prior written consent.
10. **Indemnification.** Client agrees to indemnify and hold harmless Global Teletherapy, its officers, agents and employees against any and all losses, consequential damages, incidental damages, injuries, claims, actions, causes of action, judgments or liens arising from, or alleged to have arisen from the acts or omissions of Client, its officers, agents, or employees in connection with the Services.

Global Teletherapy agrees to defend, indemnify, and save free and harmless Client, its officers, agents and employees against any and all losses, injuries, claims, actions, causes of action, judgments or liens arising from, or alleged to have arisen from the acts or omissions of Global Teletherapy, its officers, agents, or employees in connection with the Services.

If any party to this Agreement has a claim made against it for which it has the right to indemnification hereunder (such party, the "Claiming Party"), then the Claiming Party shall promptly provide the other party hereto (the "Indemnifying Party") notice of the commencement of any such claim; but the omission so to notify the other party will not relieve it from any liability which it may have to the other party otherwise than under this Agreement. The foregoing indemnification obligations shall include against any and all expenses (including attorneys' fees), witness fees, damages, judgments, fines and amounts paid in settlement and any other amounts that the Claiming Party becomes legally obligated to pay because of any claim or claims made against or by it in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, arbitrational, administrative or investigative (including an action by or in the right of the Claiming Party) to which Claiming Party is, was or at any time becomes a party, or is threatened to be made a party, pursuant to the services provided pursuant to this Agreement. The Indemnifying Party shall advance, prior to the final disposition of any proceeding, promptly following request therefor, all expenses incurred by the Claiming Party in connection with such proceeding upon receipt of an undertaking by or on behalf of the Claiming Party to repay said amounts if it shall be determined ultimately that Claiming Party is not entitled to be indemnified under the provisions of this Agreement. Notwithstanding anything in this Agreement to the contrary, no Claiming Party shall be entitled to indemnification by the Indemnifying Party if the Claiming Party's conduct giving rise to the claim for which indemnification is sought constitutes willful misconduct or is a violation of criminal law.

11. **Designation of Client's Responsible Party.** In order to best facilitate the implementation of this Agreement, Client agrees to designate a contact person, PCA's Special Education Coordinator, responsible for the implementation and facilitation of this agreement, as well as a contact person(s)



at each site the Services will be delivered (each such person shall hereinafter be referred to as the “Client Responsible Party”).

- 12. Client Representations.** Client hereby represents and warrants to Global Teletherapy as follows: (i) Client has the right, power, and authority to enter into and perform its obligations under this Agreement, (ii) Client has obtained all necessary consents in accordance with its operations to execute and deliver this Agreement and perform its obligations under this Agreement, (iii) the undersigned has the right, power and authority to enter into this Agreement on behalf of Client, (iv) this Agreement constitutes the legal, valid and binding obligation of Client, enforceable against Client in accordance with its terms, subject only to the effect, if any, of (A) applicable bankruptcy and other similar laws affecting the rights of creditors generally and (B) rules of law governing specific performance, injunctive relief and other equitable remedies, and (v) the execution, delivery, performance of and compliance with this Agreement will not, with or without the passage of time, result in any violation or be in conflict with or constitute a default under any contract to which Client is a party or any terms or provisions thereof.
- 13. Independent Contractor.** Global Teletherapy is an independent contractor, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this Agreement. Global Teletherapy is responsible for providing Unemployment Insurance and Workers’ Compensation coverage for its employees. Neither Party is authorized to make any representation, contract, or commitment on behalf of the other Party. Global Teletherapy shall have no authority to bind or otherwise obligate the Client in any matter, nor shall Global Teletherapy represent to anyone that it has the right to do so. Global Teletherapy shall indemnify and hold harmless the Client from any such loss or damage.
- 14. Taxes.** Global Teletherapy shall pay and be solely responsible for all withholdings, including but not limited to, Social Security, State and Federal income taxes, and any other obligations. In addition, Global Teletherapy shall pay all applicable sales or use taxes or gross receipts taxes of the labor provided and materials furnished or otherwise required by law in connection with the Services performed.
- 15. Arbitration.** The Parties agree that any and all disputes, claims, or demands in any way arising out of or relating to this Agreement shall be resolved, to the fullest extent permitted by law, by final, binding and confidential arbitration in New Mexico.
- 16. Assignment.** Global Teletherapy’s rights and obligations under this agreement will bind and inure to the benefit of its successors and permitted assigns.
- 17. Headings.** The headings in this Agreement do not affect its interpretation.



- 18. Entire Agreement.** This Agreement constitutes the complete and exclusive statement of the agreement among the Parties with respect to the Services to be provided pursuant to this Agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the Parties concerning its subject matter.
- 19. Fingerprinting.** By execution of this Agreement, Global Teletherapy acknowledges New Mexico Statute, Section 22-10A-5 applies to contracts for the provision of Ancillary Services. Section 22-10A-5 requires that employees of entities providing such services to schools must be fingerprinted for the purpose of accessing state and federal bureau of investigation records. Global Teletherapy expressly acknowledges that:
- 19.1.** Global Teletherapy and all of its employees or subcontractors working with students must submit or have submitted fingerprints in the manner required by the Client.
- **Fingerprinting Procedure.** Fingerprints must be submitted via an Approved Gemalto Location and submitted with the Client identified as the Agency Name.
 - **Fingerprinting Instructions.** Specific instructions for submission of fingerprinting are provided by the Client to Global Teletherapy and must be followed to fulfill this requirement.
- 19.2.** Global Teletherapy shall not permit any employee to come in contact with students until this requirement has been fulfilled.
- 19.3.** Global Teletherapy shall provide to the Client a list of names of its employees or subcontractors who may come in contact with students.

Global Teletherapy is required to fulfill these requirements at its own expense.

- 20. Licensure.** Global Teletherapy shall obtain and keep in force in licenses, permits, and certificates necessary for the performance of this Agreement as required by the State of New Mexico, the New Mexico Regulation and Licensing Department, and the New Mexico Public Education Department. Copies will be provided to the Client prior to any services beginning.
- 21. Insurance.** Global Teletherapy will, at its own expense, purchase and maintain insurance that will protect it from claims that may arise out of or a result from its activities under this Agreement, where those activities are performed by it, by any subcontractor, by anyone directly or indirectly employed by Global Teletherapy or by anyone for whose acts Global Teletherapy may be liable during the term of this Agreement. Global Teletherapy shall furnish a Certificate of Insurance to the Client and again, if



issued, upon annual review. If policy changes occur during the life of the Agreement, it is Global Teletherapy's responsibility to provide updated proof of coverage to the Client.

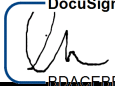
- 21.1.** Global Teletherapy will submit proof of coverage under the Workmans' Compensation Insurance, as required by Labor Laws and State Statutes.
 - 21.2.** Global Teletherapy will submit a certificate of general liability insurance for personal injury, occupational disease, sickness or death, and property damage.
 - 21.3.** As required for professional services, Global Teletherapy will submit a certificate of errors and omissions insurance for damages caused by an error, omission, or any negligent acts caused by Global Teletherapy, its employees, and its subcontractors in the performance under this Agreement.
- 22. Change of Name.** This agreement shall remain valid and enforceable notwithstanding any change in name of either Party.
- 23. Severability.** In the event that any provision of this Agreement will, for any reason, be determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will be interpreted as closely as possible so as not affect any other provision of this Agreement, and such provision will further be modified by said court to permit its enforcement to the maximum extent permitted by law.
- 24. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of New Mexico without regard to the conflicts of law provisions thereof.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the 8th of July, 2021.

GLOBAL TELETHERAPY, LLC

DocuSigned by:

By: _____ 7/19/2021
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Alan Goode

Its: CEO Global Teletherapy

Pecos Connections Academy

DocuSigned by:

By: _____ 7/19/2021
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Gloria Lopez

Pecos Connections Academy
Its: _____



Exhibit A: Services, Schedule, Fees and Support

1. **Services.** Global Teletherapy will make available to Client qualified occupational therapy professionals, to provide both direct and indirect supplemental educational services, all of which are to be delivered remotely or via the web, to Client students with identified or suspected special needs, including, but not limited to:
 - a. “Direct Services”, such as direct client contact for screening, evaluation, reevaluation, educational plan program and transition planning, and therapeutic interventions (group or individual);
 - b. “Indirect Services”, such as progress documentation, planning, all preparation (including preparation for IEP meetings), and Medicaid billing;
 - c. Provide assistance to school, teachers, parents, and/or students by developing occupationally based intervention plans based on student needs and evaluation results;
 - d. Evaluate student abilities and formulate students’ occupation profile through a variety of functional, behavioral, and standardized assessments, skilled observation, checklist, histories, and interviews.
 - e. Synthesize evaluation results into comprehensive written reports, which will reflect strengths and barriers to student participation in the educational environment and guide evidence-based interventions.
 - f. Exit planning to be provided for students identified as mastering goals/objectives.
 - g. Respond to students as individuals, display a desire to work with students, serve as a role model.
 - h. Uses current technology for instruction and management needs.
 - i. Consults with school-based team to achieve student outcomes.
 - j. Educates student, educational personnel, and family to facilitate skills in areas of occupational therapy as well as health maintenance and safety.
 - k. Provides service according to business hours as defined in this contract.
2. **Location of Services.** Services will be provided exclusively via computer or telepractice, unless otherwise agreed in writing.
3. **Summary of Scope of Work.** Global Teletherapy understands that the scope of Services to be



provided as follows:

Per Diem Services to be provided by Global Teletherapy for Occupational Therapy Services for a flat daily rate of \$470.00 for 37 weeks per school year which is the equivalent of 21 hours per week for the entire school year. School days are based on a 7-hour school day.

Working time will include direct therapy, indirect times for consultations, evaluations, reevaluations, IEP meeting preparation and attendance, collaboration with staff and parents, therapy preparation, daily documentation, progress reports, and Medicaid Billing Documentation.

4. **Fees.** In exchange for the Services, Client agrees to pay Global Teletherapy according to the following schedule:
 - a. All regularly scheduled direct and indirect services will be provided during the contracted hours/days with the Client for Global Teletherapy to receive the compensation fee at the daily rate.
 - b. Equipment. Client may purchase web cameras and headsets from Global Teletherapy at the rate of \$49 per webcam and \$45 per headset.
 - c. Invoices. Global Teletherapy shall invoice Client on a monthly basis and Client shall pay all amounts due within thirty (30) days of Global Teletherapy invoice date.
 - d. Cancellation Policy. All cancelled sessions shall be rescheduled, logged, and reported to the case manager to remain in compliance with IDEA statutes and regulations.
 - e. No Refund. All fees due hereunder are non-refundable and are not contingent on any additional services to be provided.
 - f. Outstanding Balances. Balances outstanding in excess of thirty (30) days shall accrue interest at a rate equal to the Applicable Federal Rate plus one and one half percent (1.5%) per month, from due date until paid, plus Global Teletherapy's reasonable costs of collection.

5. **Standard Maintenance & Support Plan.** Client understands that Global Therapy shall provide the Services through a third-party platform created, maintained, updated and provided by Citrix/GoToMeeting, Zoom, Google Meet, or Adobe Connect LiveLesson[®] (the "Third-party Provider"). The Maintenance & Support services offered by Global Teletherapy are limited to assisting the client in working with the Third Party Provider to troubleshoot and resolve any issues that affect the provision of the Services.
 - a. Global Teletherapy has chosen to use the Third-party Provider platform because of its reliability and the availability of dedicated, professional technical support in the unlikely event a technical problem arises. In addition, since Third-party Provider is currently employed by millions of users, we do not expect, anticipate or foresee any significant



technical problems. However, should a problem arise prior to, during, or following a teletherapy session, the following policies have been designed to facilitate the best user experience.

- b. If during a session, a problem arises, then the therapist will perform initial troubleshooting, using his/her knowledge and experience with the system and/or by calling Third-party Provider support and following their instructions. A Learning Coach must be available to follow any instructions or support recommendations of the therapist or Third-party Provider support. Therapist involvement in troubleshooting will not exceed the duration of one session. If the problem is not resolved by the end of the session, therapist will contact Global Teletherapy, and a Global Teletherapy representative will be in touch with the Client Responsible Party and/or Third-party Provider Support to identify the problem. The Client Responsible Party shall work with Global Teletherapy in a commercially reasonable manner to resolve this issue.
- c. If the problem is determined by Global Teletherapy and Citrix to be the result of an internal Citrix, clinician, internet, hardware or other Global Teletherapy-related issue, Global Teletherapy will assume responsibility for resolving the issue, and will work to solve the problem in a commercially reasonable manner. Clients will not be charged for any sessions missed due to this issue. However, Client is expected to reschedule sessions if reasonably possible.
- d. If the problem is determined by Global Teletherapy and Citrix to be the result of a network, internet, hardware, or other Client-related issue, Client will be charged for any sessions missed due to this issue. The Client will be charged for any sessions missed due its system failing to meet the requirements set forth in Exhibit B. Notification must be sent to the Client immediately in order for the Client to agree with the determination of the issue. Requirements set forth in Exhibit B will not apply if this is not fulfilled and Client is unable to confirm the determination.
- e. Any necessary repairs to be made by Global Teletherapy or Client are expected to be performed in a commercially reasonable manner and on a reasonable timeline, and the regular cancellation policy, described above at Section 4(d) of this Exhibit A will remain in effect.
- f. Client agrees to cooperate and work closely with Global Teletherapy to reproduce errors, including conducting diagnostic or troubleshooting activities as reasonably requested and appropriate. Also, subject to Client's approval on a case-by-case basis, Users may be asked to provide remote access to their workstation for troubleshooting purposes.
- g. Global Teletherapy will work with users to set-up and trouble-shoot new equipment. Additional equipment (beyond what is provided to the user as stated in the Agreement) is the responsibility of the Client. Upon Client's request Global Teletherapy can order necessary equipment but users will be invoiced for such equipment. Any additional equipment shall be approved by the Client prior to any shipping, delivery, invoicing, and



payment. No additional equipment can be required by Global Teletherapy in order to provide services.

- h. Global Teletherapy cannot support the use of hardware, software and operating system configurations that do not meet the specified requirements found within this Agreement.



Exhibit B: Environment, Equipment, and Supervision

Client shall provide Global Teletherapy with the minimum specifications of the below. Global Teletherapy will not begin services until all of the below criteria are met in order to ensure student success:

1. Computer Setup.

- Computer with monitor
- Web camera with 15 FPS (frames per second) capture rate
- Headset (or speakers if in an empty room) with attached microphone (provided by GT)
- phone or cell phone with speaker capability in the immediate vicinity of the computer where service is delivered

The minimum required specifications are listed below:

Operating system	Windows XP or later Windows Server 2008 and 2008 RT or later Mac OS X 10.7 (Lion) or later
Web Browser	Windows: IE7+, Firefox, Chrome, Safari5+ Mac: Safari5+, Firefox, Chrome Linux: Firefox, Chrome
Internet connection	1 Mbps or better (broadband recommended)
Software	Zoom Desktop app JavaScript enabled
Hardware	2GB or more of RAM Headset Webcam

2. Supervision.

- a. A Learning Coach to provide the below services. Additional services may or may not be required.
 - i. Assisting the student with technology set-up (e.g., attaching the headset to the computer).
 - ii. Ensuring that the conferencing connection with remote therapist is functioning. Contacting the therapist via phone if necessary.
 - iii. Remaining in the sessions to ensure that any technology glitches are reported and fixed
 - iv. Providing cues, prompts, and models for the student upon therapist direction, if determined appropriate by the IEP team.



- v. Helping relay information between the school staff and the therapist related to scheduling, absences, or school functions.