

OK AS TO FORM
AMH 7-22-2024

Amendment to Clinical Services Schedule

This Amendment (“Amendment”), between PresenceLearning, Inc. (“Presence”) and Jefferson County Public Schools - KY (“Customer”), amends the Clinical Services Schedule to the Master Services Agreement (the “MSA”) between Presence and Customer and is effective as of the date of the latter below signature (the “Effective Date”). Capitalized terms used in this Amendment and not defined shall have the meanings set forth in the MSA.

WHEREAS, the parties desire to amend the Clinical Services Schedule.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Amendment to Clinical Services Schedule. Section 2 of the Clinical Services Schedule (titled Fees and Payment Terms) is hereby amended and restated in its entirety to read as below set forth:

“2. Fees and Payment Terms. Customer shall pay all Fees as specified in the applicable Service Order. Fees for Clinical Services include the use of Platform for Customer’s student users and staff (collectively, “Authorized Users”).

2.1 Annual Flat Fee. The Service Order may provide for the payment of all, or a portion of, the Fees set forth in the applicable Service Order upon execution of the Agreement, if so, all such Fees shall be non-refundable.

2.2 Weekly Dedicated Hours.

2.2.1 Dedicated Services Period; Available Clinicians. The Service Order may provide for a specified number of hours per week (collectively, “Weekly Dedicated Hours”) of dedicated Clinical Services (collectively, “Weekly Dedicated Services”) for a specified number of weeks (the “Dedicated Services Period”). During the Dedicated Services Period, Customer will be charged for the Weekly Dedicated Hours for Clinicians qualified to provide the applicable Clinical Services within the Customer’s state (each, an “Available Clinician”).

2.2.2 Additional Verifications and Credentialing. If Customer requires an Available Clinician to obtain any additional verifications or credentials (such as district fingerprinting or Board of Education certifications), (i) Customer must inform Presence and provide all necessary information or instructions with respect to such additional verifications or certifications to Presence in a timely manner, (ii) all such additional verifications and credentialing will be completed using Weekly Dedicated Hours, and (iii) any additional fees and expenses attributable to obtaining any requested additional verifications and credentialing shall be at Customer’s sole cost and expense.

2.2.3 Initial Assessments. Weekly Dedicated Services shall include initial assessments for the applicable Weekly Dedicated Services and all such initial assessments shall be conducted within the Weekly Dedicated Hours.

2.2.4 Speech-Language Pathology Therapy Specializations. Speech-language pathology Weekly Dedicated Services shall include Services for students requiring Augmentative Alternative Communication (AAC), American Sign Language (ASL), Deaf and Hard of Hearing (DHH), and Visually Impaired (VI) assistance.

2.2.5 Additional Services. Services provided in addition to, or in excess of, any Weekly Dedicated Hours shall be invoiced at the applicable hourly rate(s) set forth in the Service Order. Any assessments conducted outside of Weekly Dedicated Hours shall be invoiced on a per component basis at the applicable rate(s) set forth in the Service Order.

2.3 Flexible Hours.

2.3.1 Flexible Hourly Services. The Service Order may provide for flexible hourly services (“Flexible Hourly Services”) for a particular Service, the applicable Fees for which shall be based on a per hour, per Clinician basis.

2.3.2 Additional Verifications and Credentialing. If Customer requires any Clinician providing Flexible Hourly Services to obtain any additional verifications or credentials (such as district fingerprinting or Board of Education certifications), (i) Customer must inform Presence and provide all necessary information or instructions with respect to such additional verifications or certifications to Presence in a timely manner, (ii) all such additional verifications and credentialing will be completed at the applicable hourly rate, and (iii) any additional fees and expenses attributable to obtaining any requested additional verifications and credentialing shall be at Customer’s sole cost and expense.

2.3.3 Clinician Availability. Presence will use commercially reasonable efforts to provide the Flexible Hourly Services throughout the Service Order Term.

2.3.4 Unplanned Student Absences. If Customer cancels a session with less than 24 hours advance notice, a session does not occur due to a student absence, or if a student fails to attend a session (each such instance, an “Unplanned Student Absence”), Customer agrees to pay Presence (i) if the Unplanned Student Absence is from a therapy session, the applicable rate for the duration of such therapy session or (ii) if the Unplanned Student Absence is from an assessment, the applicable fee shall be invoiced at the applicable rate set forth in the Service Order.

2.4 Assessments. If applicable, the Service Order may specify that Presence will provide assessments (e.g., behavioral mental health, occupational therapy, Psychoeducational, speech-language pathology, etc.). The applicable rates for assessments will be set forth in the Service Order.

2.5 Assessment Commitment. Except with respect to Psychoeducational Assessments, the Service Order may specify a minimum assessment fee (the “Assessment Commitment Fee”) for (i) behavioral and mental health assessments (each, a “BMH Assessment” and, collectively, “BMH Assessments”), (ii) occupational assessments (each, an “OT Assessment” and, collectively, “OT Assessments”), and/or (iii) speech-language pathology assessments (each, an “SLP Assessment” and, collectively, “SLP Assessments”) for the Service Order Term. Screenings, review of records, and evaluations may count towards the Assessment Commitment. At the end of the Service Order Term, Presence will reconcile the Assessment Commitment Fee with the actual fees billed for the applicable BMH Assessments, OT Assessments, and/or SLP Assessments, and Customer will be invoiced for the difference between the Assessment Commitment Fee and the actual assessment fees billed. After the Customer has met the Assessment Commitment Fee, additional Assessments shall continue to be invoiced at the applicable rates set forth in the Service Order, without the need for a new Service Order.

2.6 Psychoeducational Assessment Commitment. The Service Order may specify a minimum fee (the “Psychoeducational Assessment Commitment Fee”) for psychoeducational assessments (each, a “Psychoeducational Assessment” and, collectively, “Psychoeducational Assessments”) for the Service Order Term. At the end of the Service Order Term, Presence will reconcile the Psychoeducational Assessment Commitment Fee with actual Psychoeducational Assessment fees billed, and Customer will be invoiced for the difference between the Psychoeducational Assessment Commitment Fee and the actual Psychoeducational Assessment fees billed. After the Customer has met the Psychoeducational Assessment Commitment Fee, additional Psychoeducational Assessments shall continue to be invoiced at the applicable rates set forth in the Service Order, without the need for a new Service Order.

2.7 Supporting Documentation. Customer agrees to provide all pertinent school records in a timely manner to enable Presence to begin providing Clinical Services.

2.8 Program Implementation Fee. At the beginning of the Service Order Term, Presence will invoice Customer for a non-refundable Program Implementation Fee for technology onboarding, Clinician onboarding, training onsite support, developing procedures, and gathering data to create service handbooks. Customer will be invoiced for a Program Implementation Fee for each additional clinical discipline of Services purchased during the Service Order Term.

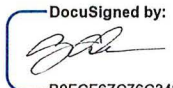
2.9 Service Coordination Fee. Beginning in the first month in which Services are provided, each monthly invoice will include a non-refundable Service Coordination Fee for ongoing scheduling and referral management, support for school personnel, and district-level communication to Clinicians.”

2. **Remaining Terms.** Except as specifically modified or amended by this Amendment, the remaining terms and conditions of the Clinical Services Schedule shall remain in full force and effect in accordance with the terms thereof.

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

PRESENCELEARNING, INC:

CUSTOMER:

By: 
Name: Anthony Alejandro
Title: Vice President, Customer Success
Date: 2024-07-17

By:
Name: Dr. Marty Pollio
Title: Superintendent
Date: