



CLIENT SERVICES AGREEMENT

This non-exclusive Client Services Agreement ("Agreement") is entered into by and between VocoVision, Inc. and Kimberly School District ("Client") whose principal location is 141 CENTER STREET WEST KIMBERLY, ID 83341

for the purpose of providing live interactive remote teletherapy services ("Services") through contracted licensed professionals ("Consultant") to Client. This Agreement along with all appended Addendums shall govern the provision of the Services and the relationship contemplated hereunder.

1. **Scope of Services.**

VocoVision will use its proprietary methodology to provide teletherapists to deliver Services to Client as further described in the applicable Addendum(s) attached hereto.

2. **Independent Contractor.**

The parties hereto specify and intend that the relationship of each to the other is that of an independent contractor. Additionally, no Consultant shall at any time be an employee of Client, unless the parties otherwise agree in writing.

3. **Insurance.**

VocoVision will maintain at least the following minimum amounts of insurance:

General Liability - \$2,000,000 per occurrence and \$4,000,000 aggregate.

Workers Compensation - in accordance with state regulations.

Employers Liability - \$2,000,000.

Excess Liability over General Liability and Employer's Liability - \$5,000,000 per occurrence and \$5,000,000 aggregate.

Professional Liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.

Upon Client's request, VocoVision will obtain an insurance certificate from each Consultant evidencing current coverage, and including a statement that the Client will be notified by the insurance carrier not less than thirty (30) days prior to the cancellation of any such insurance policy.

4. **Competency.**

VocoVision will conduct comprehensive pre-assignment screening to provide licensed Consultants who meet applicable professional standards. VocoVision will utilize only Consultants who are qualified to provide the Services to Client based upon Client's requirements, as may be further set forth in the applicable Addendums(s).

5. **Client Responsibilities.**

Client agrees to the following items to facilitate VocoVision's provision of Services:

- (a) Client shall be responsible for providing a secure environment for VocoVision hardware and software ("Equipment") installed and operated at Client's designated location(s).
- (b) Client will provide sufficient infrastructure to support the proper operation of the Equipment, including network connectivity equal or superior to DSL access.
- (c) Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards.
- (d) Client warrants that it will not use the Equipment for any purpose other than as contemplated hereunder, and acknowledges that VocoVision is not responsible for any damages associated with such impermissible use.
- (e) Client agrees to provide appropriate local support to facilitate remote Consultant's ability to fulfill the responsibilities outlined in Addendum B: Duties and Responsibilities.

6. **Scheduling.**

Client agrees to the minimum hours of Services per week as stipulated in Addendum A: Terms of Teleservices Assignment, and will schedule the appropriate number of student speech sessions and other related services each week to meet or exceed the minimum-hours requirement. Client and therapist will agree upon a weekly schedule for Services which will be loaded into the VocoVision system. Any revisions to the schedule must be submitted to the VocoVision Operations Department no later than 12:00 PM EST



CLIENT SERVICES AGREEMENT

Friday for Services the following week. VocoVision requires a 24-hour notice to cancel scheduled Services. One cancellation without notice is permitted per school year. Additional cancellations with less than 24 hours' notice will be billed at the regular rate. Note that VocoVision therapists are encouraged to complete non-therapy work (e.g., paperwork, planning, file reviews, etc.) during any such cancellation time.

7. **Employment of Consultants.**

Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by VocoVision for a period of (24) months after the last date Client received Services from such Consultant. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to \$18,500 or thirty-five (35) percent (whichever is greater) of the Consultant's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to VocoVision upon start date.

8. **Equal Opportunity.**

It is the policy of VocoVision to provide equal opportunity to all qualified Consultants. VocoVision and, if applicable, Client will screen based on merit only. All Consultants will be free from discrimination due to race, religion, color, sex, national origin, age, or disability.

9. **Payment Terms.**

Client will be billed in accordance with the payment terms set forth in the applicable Addendum(s). Payment is due within fifteen (15) days of receipt of invoice. Invoices shall be considered past due if not paid by the agreed-upon due date. Client agrees to pay all necessary collection costs of amounts past due, including reasonable attorney's fees and costs. Additionally, VocoVision reserves the right to approve or to discontinue any extension of credit and the terms governing such credit.

10. **Limitation of Liability.**

NEITHER PARTY SHALL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND SHALL NOT BE LIMITED BY THESE PROVISIONS.

11. **Administrative Responsibilities.**

Client shall be responsible for orienting Consultants to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to individual education plans or Client-specific program plans. During the contracted assignment, should Consultants fail to submit paperwork as required per Client's policies and procedures, Client must notify VocoVision in writing within three (3) business days of alleged failure. Failure to notify VocoVision within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by Consultants. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the Consultants. Failure to notify VocoVision prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by Consultants.

12. **Incident and Error Tracking.**

Client will report to VocoVision any performance issues, incidents, errors and other events related to the Services provided by Consultants. VocoVision will document reported incidents and track all such events for quality assurance purposes.

13. **Termination of Assignment without Cause.**

Client may cancel an assignment with thirty (30) days written notice. Client is responsible for all charges and fees prior to cancellation date and through the 30-day period of notice. In the event Client is unable to provide thirty (30) days-notice of termination, Client will be billed for thirty (30) days at the agreed upon regular bill rate and minimum hours. In the event of termination without cause, Client will be responsible for



CLIENT SERVICES AGREEMENT

any and all technology shipping and handling costs actually incurred by VocoVision in relation to the assignment.

14. Termination of Agreement.

In the event of a material breach of this Agreement by either party, the non-breaching party may elect to immediately terminate the Agreement if such breach remains uncured for ten (10) business days following receipt by the breaching party of written notice of such breach. Following termination or expiration of this Agreement, Client shall maintain responsibility to promptly remit any unpaid amounts owed VocoVision and return all Equipment (and original packaging) to VocoVision.

15. Force Majeure.

The parties agree that in the event of an unforeseen or unexpected interruption in the Services resulting from an unscheduled closure, complete or partial, of VocoVision's facilities due to natural or manmade disasters, such as, and without limiting the generality of the foregoing, fire, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), VocoVision will be excused from performance hereunder until such time as the Unscheduled Closure is resolved.

16. Issue Resolution.

In the event Client encounters an issue that is not satisfactorily resolved by its VocoVision representative, Client should escalate the issue to the appropriate VocoVision manager by calling 877.357.0690

17. Indemnification.

Each party will indemnify, defend and hold harmless the other against third party claims arising from breaches of the parties' respective obligations under this Agreement.

18. Confidentiality.

Each party acknowledges that as a result of this Agreement, they will learn confidential information of the other party. Confidential information is defined as that information which is private to each party but is shared by one to the other party as required to accomplish this Agreement. It is agreed that neither party will disclose any confidential information of the other party to any person or entity. Neither will it permit any person nor entity to use said confidential information. The only exceptions will be: (a) Information shared to the appropriate individuals within the respective organizations as necessary to execute this Agreement; and (b) disclosures as required by law. Confidential Information of VocoVision shall include, but is not limited to, any and all unpublished information owned or controlled by VocoVision and/or its employees, that relates to the clinical, technical, marketing, business or financial operations of VocoVision and which is not generally disclosed to the public including but not limited to employee information, technical data, policies, procedures, financial data and information to include contract terms and provisions, billing rates, permanent placement fees whether disclosed orally, in writing or by inspection. If the receiving party shall attempt to use or dispose of any of the Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of the foregoing, the disclosing party shall have the right, in addition to such other remedies which may be available to it, to obtain an injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant, it being acknowledged that legal remedies are inadequate.

19. Family Education Rights and Privacy Act.

VocoVision shall comply with all laws, rules and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") and acknowledges that certain information about the Client's students is contained in records maintained by VocoVision and the HCP and that this information can be confidential by reason of FERPA and related Client policies. Both parties agree to protect these records in accordance with FERPA and Client policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. As it applies, HCPs assigned to Client will execute a FERPA Statement of Understanding outlining appropriate guidelines.

20. State Retirement System Notice.

Client acknowledges and agrees that if formal notice is required to be given to any Consultant that participation in any such retirement system/pension is either: 1) permitted by Consultant's election; or 2) is required by law, then Client is solely responsible for providing such notice to Consultant s and fulfilling all associated administrative duties. Client shall immediately notify VocoVision if any Consultant is required to,



CLIENT SERVICES AGREEMENT

or voluntarily elects to participate in any such system. In such event, Client shall advise VocoVision of the withholding obligation percentages (both employer and employee share) so that invoices to Client and payment to the Consultant may be adjusted accordingly. The parties agree that Client shall withhold and pay to the retirement/pension both the employee and employer shares. The parties agree that the applicable employee and employer shares paid to the system by the Client shall be deducted from the amount owed to VocoVision by the Client hereunder. The parties agree that the applicable employee share paid to the system by the Client shall be deducted from the amount due the Consultant by VocoVision. The Client and VocoVision expressly acknowledge and agree that if any Consultant is required to, or elects to participate in a retirement system/pension, the Client shall be solely responsible for: 1) creating an account for Consultant with the appropriate retirement system/pension; 2) all present and/or future obligations to make employee and employer cash payments/ contributions to the retirement system/pension as required by law and/or set by the retirement system/pension; and 3) otherwise administering all employer functions pertaining to the Consultant's interest in retirement system/pension.

21. Conflicts of Interest

The parties acknowledge their respective obligation to report any conflict of interest and/or apparent conflict of interest that may interfere with their ability to perform their obligations hereunder objectively and effectively. To that end, the Parties hereby certify and represent that their officials, employees and agents do not have any significant financial or other pecuniary interest in the other party's business enterprise, and that no inducements of monetary or other value were offered or given to any officer, employee or agent of the other party. Each party agrees to promptly notify the other in the event it becomes aware of any conflict of interest or apparent conflict of interest.

22. Survival.

The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

23. Governing Law.

This Agreement shall be governed by the laws of the state of Florida.

24. Entire Agreement.

This Agreement represents the entire agreement between the parties and supersedes any prior understandings or agreements whether written or oral between the parties respecting the subject matter herein. This Agreement may only be amended in a writing specifically referencing this provision and executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the limitations contained herein. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal and shall be subject to reformation to the extent possible to best express the original intent of the parties. This Agreement and attached Addendum(s) contain terms that may only be altered when agreed upon in writing by both parties.

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**ADDENDUM A
Terms of Teleservices Assignment**

This Terms of Teleservices Assignment is subject to the terms and conditions of that certain Client Services Agreement between the parties outlined below.

Assignment Details

Client will pay VocoVision for hours worked by Consultant under the following terms:

VocoVision Consultant: Kathy Sexauer
Client: Kimberly School District
Assignment Start Date: 2/18/2019 **Assignment End Date:** 6/18/2019
Position: Tele- Psych
Hours per Week: 15
Bill Rate per Hour: \$ 83.50 *Bill Rate is all-inclusive*
Technology Fee: \$ N/A

One VocoVision station per full time position at no cost. Requests for additional stations require authorization from VocoVision and are subject to a minimum \$1,000 per unit refundable deposit and \$200 per unit non-refundable configuration and shipping charge. Deposit will be refunded to the school district upon return of the station(s) in working condition within fifteen (15) days of the assignment being completed.

Miscellaneous:

INVOICES: All invoices pursuant to this Terms of Teleservices Assignment will be emailed to:

Invoice Email:

Invoice Email cc:

*Should you wish **Attention:**
to opt out of **Client:**
emailed invoices **Address:**
please check here **City, State, Zip:***

Kimberly School District

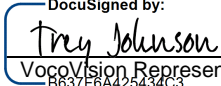
Client Name

Client Representative Signature Date
Keelie Campbell

Print Name

Title

VOCOVISION, INC.

DocuSigned by:
 2/8/2019
VocoVision Representative Signature Date

Trey Johnson

Print Name

Account Executive

Title



**ADDENDUM B
Duties and Responsibilities**

Duties and Responsibilities

The duties and responsibilities of a Telepractitioner include, but are not limited to the following:

- Collaborates with the school district to identify students' communication characteristics, support resources, as well as any physical, sensory, cognitive, behavioral and motivational needs to determine the benefit a student may receive through telepractice.
- Collaborates with the school district to determine assessment resources- including their potential benefits and limitations - in the telepractice setting, and to develop a plan to assess students appropriately.
- Monitors effectiveness of services, and modifies evaluation and treatment plans as needed.
- Maintains appropriate documentation of delivered services in a format consistent with professional standards and client requirements.
- Prepares written Ed-Psych report as required
- Conduct Psycho-Ed evaluations as required
- Participation in IEP meetings as required
- Complies with state and federal regulations to maintain student privacy and security.
- Facilitates behavior management strategies in students as appropriate.
- Provides information and counseling to families and school personnel as needed.

Kimberly School District

Client Name

Client Representative Signature Date

Keelie Campbell

Print Name

Title

VOCOVISION, INC.

DocuSigned by:
Trey Johnson 2/8/2019
VocoVision Representative Signature Date

Trey Johnson

Print Name

Account Executive

Title



**ADDENDUM C
VocoVision Equipment Policies**

VocoVision Damaged Equipment Policy

If, during the course of contracted services, VocoVision computer equipment sustains damage or is missing components (keyboard, audio accessories, etc.), it should be reported immediately to the VocoVision Operations Department at 1-866-779-7005. Replacement equipment will be shipped to Client as needed. The costs of repairing or replacing the equipment (including shipping) will be charged to Client, but in no case shall exceed \$1,000 per unit.

At the end of the VocoVision contract period, all equipment must be returned in original packaging within 15 days of completion of services. All returned equipment will be inspected for both physical and internal damage. If equipment is found to be damaged, VocoVision reserves the right to withhold from Client deposit the cost of repairing or replacing the damaged equipment. If no Client deposit exists, VocoVision will bill Client for such charges and will provide supporting documentation of all costs.

Please initial

Packaging

All packaging, boxes and containers used to ship VocoVision equipment are considered property of VocoVision and must not be discarded. Packaging should be stored and kept in good condition during the course of the contract and must be used for return shipping at the conclusion of services. If VocoVision packaging is lost or damaged, Client is solely responsible for obtaining replacement packaging to ensure undamaged return of equipment to VocoVision. In such cases, we strongly recommend the use of a professional packaging and shipping service, such as the UPS Store or a FedEx retail location.

Please initial