

**Minutes of Special Meeting Agenda
Ada Board of Education
Thursday, July 23, 2026**

1. Call to Order and Recording of Members Present and Absent

Attendance Taken at 5:30 PM.

Attendance Detail:

Kiah Anderson:	Present
Sarah Cody:	Present
Anne Nicole Flinn:	Present
Melissa Rollins:	Present
Kyle Stuart:	Present

2. Discussion and possible action to approve Speech Language Therapy Service Order with Presence for the FY2027 school year

Action(s):

Motion was made to approve service order with Presence for speech language therapy for the FY2027 school year as presented. This motion, made by Anne Nicole Flinn and seconded by Kiah Anderson, passed.

Voting Detail:

Kiah Anderson:	yes
Sarah Cody:	yes
Anne Nicole Flinn:	yes
Melissa Rollins:	yes
Kyle Stuart:	yes

Voting Summary: yes: 5, no: 0

3. Motion, second, discussion and vote on motion to go into executive session for the purpose of conducting confidential communications between the board and its attorneys concerning a pending claim from Oklahoma Teacher Retirement System regarding Melissa Hisle; the board having been advised by its attorneys that disclosures relating to this matter will seriously impair the ability of the board to proceed with the claim in the public interest, pursuant to Title 25, Section 307(B)(4) of the Oklahoma Statutes.

Action(s):

Motion was made at 5:32pm to go into executive session for the purpose of conducting confidential communications between the board and its attorneys concerning a pending claim from Oklahoma Teacher Retirement System regarding Melissa Hisle; the board having been advised by its attorneys that disclosures relating to this matter will seriously impair the ability of the board to proceed with the claim in the public interest, pursuant to Title 25, Section 307(B)(4)

of the Oklahoma Statutes. This motion, made by Kiah Anderson and seconded by Anne Nicole Flinn, passed.

Voting Detail:

Kiah Anderson: yes

Sarah Cody: yes

Anne Nicole Flinn: yes

Melissa Rollins: yes

Kyle Stuart: yes

Voting Summary: yes: 5, no: 0

4. Acknowledge Return to Open Session

Mrs. Melissa Rollins, President, acknowledged the board return to open session at 6:42 pm.

5. Statement of Executive Session Proceedings

Mrs. Rollins stated the board entered into executive session at 5:32pm for the purpose of conducting confidential communications between the board and its attorneys concerning a pending claim from Oklahoma Teacher Retirement System regarding Melissa Hisle; the board having been advised by its attorneys that disclosures relating to this matter will seriously impair the ability of the board to proceed with the claim in the public interest, pursuant to Title 25, Section 307(B)(4). Those present in executive session were: Melissa Rollins, President; Kiah Anderson, Vice President; Sarah Cody, Clerk; Kyle Stuart, Member; Anne Nicole Flinn, Member; Pat Liticker, Superintendent; Lisa Fulton, Federal Programs Director; and Kelly Howry, Minutes Clerk.

6. Motion, second, discussion, and vote to authorize and direct the school district's attorneys to take action on the Oklahoma Teachers' Retirement System claim consisting with the discussion in executive session.

Action(s):

Motion was made to authorize and direct the school district's attorneys to take action on the Oklahoma Teachers' Retirement System claim consisting with the discussion in executive session. This motion, made by Kyle Stuart and seconded by Kiah Anderson, passed.

Voting Detail:

Kiah Anderson: yes

Sarah Cody: yes

Anne Nicole Flinn: yes

Melissa Rollins: yes

Kyle Stuart: yes

Voting Summary: yes: 5, no: 0

7. Vote to Adjourn

Action(s):

Motion was made to adjourn at 6:43pm. This motion, made by Anne Nicole Flinn and seconded by Sarah Cody, passed.

Voting Detail:

Kiah Anderson: yes

Sarah Cody: yes

Anne Nicole Flinn: yes

Melissa Rollins: yes

Kyle Stuart: yes

Voting Summary: yes: 5, no: 0

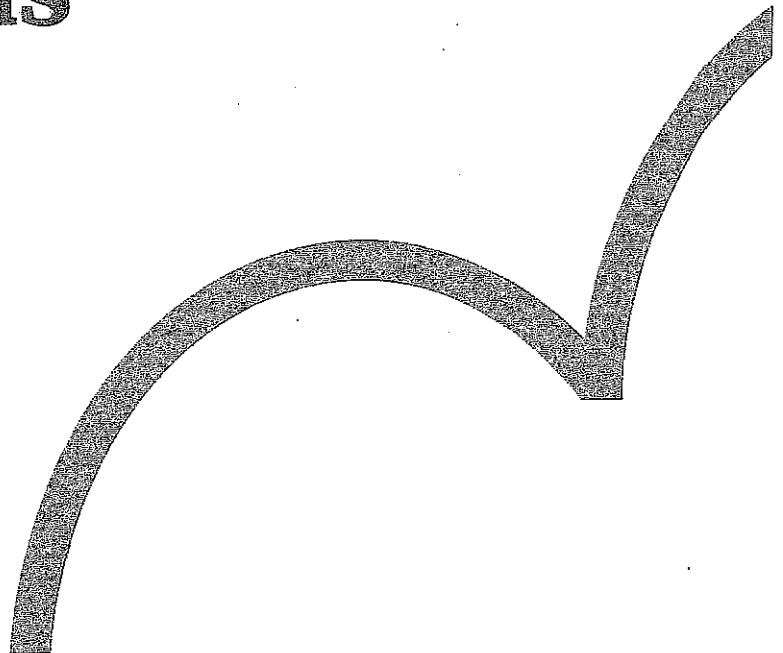
Minutes were approved as prepared by Kelly Howry, Minutes Clerk

Melissa Rollins, President



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Services that help fill assessment and therapy gaps

- Evaluations are delivered remotely using the largest library of digital assessments from trusted publishers like Pearson®, Riverside Insights®, and Pro-Ed®*
- Customized teletherapy plans are based on your district's diverse student and staffing needs



Clinically-led teams, trusted by 11,000+ schools

- Our national network of 2,000+ licensed clinicians brings services that support unique needs—including bilingual, deaf, and hard-of-hearing specializations
- Every district and clinician is backed by a service delivery team with years of experience implementing teletherapy solutions and navigating PreK-12 school systems



Innovative technology, built specifically for special education

- Kanga, an award-winning, interactive assessment and teletherapy platform with access to engaging content from Hasbro®, Highlights®, and more*
- Education Modified, an online platform for special education management, collaboration, and compliance, designed to bring all student plans and supports into one place.
- Delivering data-driven insights, transparency and management tools for administrators to ensure compliance with IDEA
- HIPAA and FERPA compliant technology

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Service Order

PRESENTED TO

Jeanie Neal

Director of Special Needs

Ada Public Schools

ISSUE DATE

7/21/2026

BY

Amy Combs

School Partnership Director

amy.combs@presence.com

Service Order # Q-29707



Service Order Details

SERVICE ORDER TERM

8/1/2026 - 6/30/2027

Dedicated Services Summary

Clinical Services	Rate	Hours	Total
Speech-language therapy	\$85.00	34.00	\$2,890.00
Weekly total of Clinical Services		34.00	\$2,890.00
Weeks		36.00	

Estimated Dedicated Services Costs (annual)

\$104,040.00

--- Continued on next page ---

Rate Card

Speech-language therapy

Clinical Services	Dedicated Hourly Rate	Flexible Hourly Rate
Speech-language therapy	\$85.00	\$93.50
Supervision	\$102.00	\$112.50
Short-term Leave	\$111.00	\$122.50
Bilingual	\$102.00	\$112.50

Occupational therapy

Clinical Services	Dedicated Hourly Rate	Flexible Hourly Rate
Occupational therapy	\$85.00	\$93.50
Supervision	\$102.00	\$112.50
Short-term Leave	\$111.00	\$122.50
Bilingual	\$102.00	\$112.50

Behavioral and mental health counseling

Clinical Services	Dedicated Hourly Rate	Flexible Hourly Rate
Behavioral and mental health counseling	\$85.00	\$93.50
Bilingual	\$102.00	\$112.50
Short-term Leave	\$111.00	\$122.50

Student Interview by SLP	\$67.00
Results Meeting by SLP	\$133.00
Bilingual Evaluation: Special Considerations	\$35.00
Rating Scale Assessment by SLP	\$133.00
AAC Evaluation: Special Considerations	\$35.00
AAC: Device analysis	\$67.00
AAC: Device trial	\$35.00
AAC: Feature matching trials	\$35.00
Speech-Language Sample by SLP	\$133.00
Observation by SLP	\$101.00
Schoolwide Support by SLP	\$72.00
Goal Writing by SLP	\$57.00
Additional Bilingual Meeting by SLP	\$57.00
Additional Bilingual Paperwork by SLP	\$57.00
Additional Requested Meetings by SLP	\$57.00
Additional Requested Paperwork by SLP	\$57.00
Bilingual Parent Interview by SLP	\$57.00
Bilingual Results Meeting by SLP	\$113.00
Bilingual Student Interview by SLP	\$57.00

	Per Service
BMH Assessments Bundle	
Additional Assessment by MHP/Ed Diag	\$278.00
Additional Requested Paperwork by MHP/Ed Diag	\$72.00
Extended Coordination by MHP/Ed Diag	\$72.00
Results Meeting by MHP/Ed Diag	\$113.00
Bilingual Results Meeting by MHP	\$108.00
Bilingual Evaluation Coordination and Results Summary by MHP	\$283.00
Goal Writing by MHP	\$57.00
Schoolwide Support by MHP	\$71.00
Screening by MHP/Ed Diag	\$151.00
Review of Records by MHP/Ed Diag	\$247.00
Rating Scale Assessment by MHP/Ed Diag	\$202.00
Evaluation Coordination and Results Summary by MHP/Ed Diag	\$313.00
Additional Requested Meetings by MHP/Ed Diag	\$72.00
Functional Behavior Assessment by MHP/Ed Diag	\$366.00

	Per Service
Psychoeducational Assessment Bundle	
Review of Records by MHP/Ed Diag	\$280.00
Cognitive Select Subtests	\$200.00
Processing Select Subtests	\$185.00
Achievement Select Subtests	\$134.00
Rating Scale Assessment by MHP/Ed Diag	\$196.00
Achievement Standard Battery	\$300.00
Long Cognitive Battery	\$340.00
Additional Assessment by MHP/Ed Diag	\$278.00
Processing Standard Battery	\$340.00
Additional Requested Meetings by MHP/Ed Diag	\$72.00
Short Cognitive Battery	\$200.00
Spanish Select Subtests	\$196.00
Spanish Cognitive Battery	\$361.00
Screening by MHP/Ed Diag	\$172.00
Additional Requested Paperwork by MHP/Ed Diag	\$72.00
Functional Behavior Assessment by MHP/Ed Diag	\$377.00
Intervention Data Analysis by MHP/Ed Diag	\$78.00

Service Order Signature Page

Except as expressly set forth in this Service Order, the parties agree to be bound by the terms of the MSA.

The parties have executed this Service Order as of the date of the latter signature ("Service Order Effective Date").

PRESENCELEARNING, INC:	CUSTOMER:
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

expiration will be immediately due and payable, except for any such amounts being disputed in good faith by Customer in accordance with Section 2 and (b) Customer shall not be entitled to a refund for any annual Fees paid by Customer prior to the date of termination of the MSA or any Incorporated Document.

4. Services and Platform; Platform Specifications; Device Requirements and Security.

4.1. Services and Platform. Presence shall provide Customer with the Services and technical support set forth on each Service Order. All Services shall be delivered via Presence's proprietary web-based application (together with any components, software, or related documentation, the "Platform"). For purposes of this Agreement, "Authorized Users" means (i) Customer's students who are receiving Clinical Services, (ii) Customer's staff members who support the delivery of Clinical Services (including Primary Support Persons, administrators, and support staff involved in service coordination), and (iii) any additional Customer personnel for whom separate Platform licenses have been purchased as set forth in the Platform License Schedule. Clinical Services includes a limited, non-exclusive, revocable license for Authorized Users to access and use the Platform solely in connection with the delivery of Clinical Services during the applicable Service Order Term. Customer may purchase Platform licenses as set forth in the Platform License Schedule.

4.2. Platform Specifications and Support. As a web-based application, the Platform requires certain equipment for optimal performance, see the tech specifications and product recommendations at <https://presence.com/setup/>. Presence will provide technical support on weekdays between 8:00 AM and 8:00 PM (Eastern Time).

4.3. Platform Restrictions.

4.3.1. Customer shall not for itself or through a third party (and shall ensure that its authorized users and students do not): (i) translate, reverse engineer, decompile, or disassemble the Platform, or by any other method attempt to derive source code to the Platform; (ii) sublicense, rent, lease, loan, assign, transfer, share, or resell the Platform; (iii) make the Platform available to third parties; (iv) create derivative works based on the Platform, or use the Platform for any purpose other than as provided for in this Agreement (including, without limitation, altering any notices of intellectual property or other proprietary rights); or (v) make copies of documentation contained within the Platform.

4.3.2. If Customer breaches the terms of this Agreement or if Customer or any of its authorized users misuse the Platform or violate any laws with respect to the Platform, Presence may suspend or terminate Customer's and its authorized users' and students' access to the Platform and remove any material it deems offensive or in violation of this Section 4.3.2. Neither Customer nor its authorized users may:

4.3.2.1. Circumvent any access or use restrictions put into place to prevent certain uses of the Platform or areas of the Platform or attempt to disable, impair, or destroy the Platform by, among other things, uploading, transmitting, storing, or making available any materials that contain any viruses, malicious code, malware, or any components;

4.3.2.2. Engage in behavior that violates any copyright, moral rights, trademark, trade dress, patent, trade secret, unfair competition, right of privacy, right of publicity, or any other proprietary rights of any third party;

4.3.2.3. Upload to the Platform and/or share any material that is unlawful, harmful, threatening, obscene, violent, abusive, tortious, defamatory, libelous, vulgar, lewd, profane, hateful, or otherwise objectionable, as determined in the sole discretion of Presence, or share any of materials that sexualize minors or that is intended to, or could potentially, facilitate inappropriate interactions with minors, or other users;

4.3.2.4. Disrupt, interfere with, or inhibit any other user from using the Platform (such as stalking, intimidation, harassment, or incitement or promotion of violence or self-harm); or

definition “education records” under FERPA and not “protected health information” under HIPAA. Because student health information in education records is protected by FERPA, the HIPAA Privacy Rule excludes such information from its coverage. See the exception paragraph (2)(i) in the definition of “protected health information” in the HIPAA Privacy Rule at 45 CFR § 160.103. See, also, Joint Guidance on the Application of the Family Educational Rights and Privacy Act (“FERPA”) and the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) to Student Health Records. Presence’s FERPA policy may be accessed at <https://www.presence.com/about/ferpa/>.

5.5 Subprocessors and Third-party Service Providers. Presence will ensure that all agreements with subprocessors and third-party service providers to whom or which Presence may disclose Student Data (as defined by FERPA) in connection with the provision of Services contain provisions that: (i) require compliance with FERPA, HIPAA, and applicable state student privacy laws; (ii) prohibit the use of Student Data for any purpose outside the scope of the contracted services; (iii) prohibit the sale, disclosure, or other use of Student Data for any independent commercial purpose; and (iv) specifically prohibit the use of unanonymized Student Data for the training, development, or improvement of automated, algorithmic, or similar processing systems. A current list of Presence’s subprocessors is available in Presence’s Trust Center at <https://trust.presence.com/>.

5.6. HIPAA. To the extent Presence has access to or receives any protected health information (as defined under HIPAA), Presence hereby represents that the Presence Platform complies with all applicable HIPAA regulations.

5.7. State Privacy Laws. Presence is, and shall remain, in material compliance with all applicable federal and state laws, rules, and regulations relating to privacy, data protection, and the collection and use of Personal Information collected, used, and held for use by Presence.

6. Advanced Platform Features.

6.1 Advanced Platform Features. The Platform may incorporate automated and algorithmic processing technologies (“Advanced Platform Features”) that utilize Student Data, Customer Class Schedules, and related information to facilitate the scheduling of Services, enhance Service delivery and documentation, and support the administrative functions of Presence and its clinicians. Prior to deployment, all Advanced Platform Features that process Student Data undergo a formal internal privacy and security review to assess data handling practices, access controls, and compliance with applicable law, including FERPA, HIPAA, and applicable state student privacy statutes. Presence maintains human oversight across all workflows in which Advanced Platform Features are utilized, and no automated output that affects a student’s clinical record, session documentation, or scheduling shall be finalized without review and confirmation by a qualified Presence clinician or authorized personnel. Presence will implement and maintain technical and organizational safeguards to ensure that Student Data processed through Advanced Platform Features receives the same level of protection and confidentiality as data processed through traditional means.

6.2 Future Platform Features. Presence is committed to developing new Platform features in a manner that prioritizes student privacy, educational integrity, and regulatory compliance. Where a new feature would materially affect the student experience or involve new categories of Student Data processing, Presence will provide Customer with advance written notice at least thirty (30) days prior to deployment. Customer acknowledges that it is solely responsible for determining whether any such new feature requires additional parental or guardian consent under FERPA, HIPAA, or applicable state law, and for obtaining any such consents before permitting student use of or exposure to the new feature. Presence will make reasonable efforts to provide Customer with relevant feature documentation.

7. Session Recordings. A student session may be recorded (each, a “Session Recording”) in order to enable (i) clinicians to review interactions with students after sessions have ended and (ii) Presence to assess and improve the Platform and Presence’s services. Customer is solely responsible for obtaining the necessary consents from the parents and/or guardians of the students for the Session Recordings. Customer retains ownership of all Session Recordings. Presence may use Session Recordings for clinical review and to assess and improve the Platform and Presence services, including internal training, and for no other purpose. Presence will maintain the confidentiality of

11.2. Conversion Fee. During any Service Order Term, and for a period of twelve months thereafter, Customer shall notify Presence of its intent to offer employment to any clinician not less than ten (10) calendar days prior to offering such employment (any clinician that accepts such offer of employment, a "Converted Clinician"). Upon the date a Converted Clinician commences employment with Customer (the "Conversion Effective Date"): (i) the Converted Clinician shall be allowed to continue to utilize the Platform (in the same manner and with the same functionality as the Converted Clinician utilized the Platform prior to the Conversion Effective Date) through the earlier of the expiration of the then-current school year or the Service Order Term pursuant to which the Converted Clinician was performing Services hereunder prior to becoming a Converted Clinician and (ii) Customer shall pay Presence a fee of \$20,000.

12. Indemnification.

12.1. Indemnification by Customer. Unless prohibited by law or school district regulations, Customer shall indemnify and hold Presence harmless against any and all claims, demands, damages, liabilities and costs (including reasonable attorney's fees) incurred by Presence or its Representatives arising, directly or indirectly, from any breach of this Agreement, the negligent act or omission or willful misconduct of Customer, its agents, or employees, pertaining to its activities and obligations under this Agreement, or Customer's or its Authorized Users' illegal behavior or conduct (collectively, "Presence Indemnifiable Claims"), including reasonable costs incurred in connection with preparing to defend against any Presence Indemnifiable Claims.

12.2. Indemnification by Presence. Presence shall indemnify and hold Customer and its Representatives, harmless against any and all claims, demands, damages, liabilities and costs (including reasonable attorney's fees) incurred by Customer arising, directly or indirectly, from any breach of this Agreement, the negligent act or omission or willful misconduct of Presence, its agents, or employees, pertaining to Presence's activities and obligations under this Agreement (collectively, "Customer Indemnifiable Claims"), including reasonable costs incurred in connection with preparing to defend against any Customer Indemnifiable Claims.

12.3. Conditions of Indemnification. The obligations set forth in Sections 12.1 and 12.2 are conditioned upon: (a) prompt written notice by the indemnified party to the indemnifying party of any claim, action or demand for which indemnity is claimed; (b) complete control of the defense and settlement thereof by the indemnifying party, provided that no settlement of an indemnified claim shall be made without the consent of the indemnified party, such consent not to be unreasonably withheld or delayed; and (c) reasonable cooperation by the indemnified party in the defense as the indemnifying party may request. The indemnified party shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

13. Limitation of Liability.

13.1. DAMAGE DISCLAIMER. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE, ARISING OUT OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.2. GENERAL DAMAGE CAP. IN NO EVENT SHALL PRESENCE BE LIABLE IN THE AGGREGATE FOR ANY DAMAGES OR LOSSES IN EXCESS OF THE AMOUNT CUSTOMER PAID FOR SERVICES DURING A THREE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THESE LIMITATIONS APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW EVEN IF (A) A REMEDY DOES NOT FULLY COMPENSATE CUSTOMER FOR ANY LOSSES OR (B) PRESENCE KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF DAMAGES.

14. Disclaimer of Warranties. Except as otherwise set forth herein, the Services and Platform are provided "as is" without any warranty and, except as provided herein, Presence expressly disclaims any and all warranties, express, implied, or statutory, including warranties of title, non-infringement, merchantability, and fitness for a particular purpose. Further, Presence disclaims any warranty that the Platform will meet Customer's requirements

16.10. Independent Contractors. The Parties are and shall remain independent contractors and nothing in this Agreement shall be deemed to create any agency, partnership, or joint venture relationship between the Parties. Neither Party shall be deemed to be an employee or legal representative of the other nor shall either Party have any right or authority to create any obligation on behalf of the other Party.

16.11. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration proceedings shall be confidential and conducted in the English language before a single neutral arbitrator to be selected by AAA. The place of arbitration shall be mutually agreed upon by the Parties.

16.12. Entire Agreement. This Agreement, including any Incorporated Documents, constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all other prior agreements and understandings, both written and oral, between the Parties.

16.13. Governing Law. This Agreement and all disputes or controversies arising out of or relating to this Agreement are governed by the law of the state the Customer is located.

16.14. Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party. A facsimile, PDF, or other electronic signature of this Agreement shall be valid and have the same force and effect as a manually signed original.

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

PRESENCELEARNING, INC:	CUSTOMER:
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

CLINICAL SERVICES SCHEDULE

This Clinical Services Schedule ("Clinical Services Schedule") is incorporated and made part of the Master Services Agreement ("MSA") between Presence and Customer and lists the terms and conditions for Clinical Services. Capitalized terms not defined in this Clinical Services Schedule shall have the meaning set forth in the MSA. In the event of a conflict between this Clinical Services Schedule and the MSA, unless specifically referenced herein, the MSA shall govern.

1. **Clinical Services.** This Clinical Services Schedule lists the services Customer may purchase, referenced by discipline type, which services may be purchased on an annual, weekly dedicated, or hourly basis (other fees may apply), and include direct clinical therapy, indirect clinical services, collaboration of IEP development, and attendance to meetings via the Platform (collectively, "Clinical Services").
2. **Platform Access and Use.** The Clinical Services are provided and delivered through the Platform. The Platform enables engagement between Customer's Authorized Users and Presence's clinical providers (each, a "Clinician", and, collectively, "Clinicians"). During the Service Order Term, Presence grants Customer and its Authorized Users a limited, non-exclusive, revocable, non-sublicensable, non-transferable, royalty-free, right and license to use and display the Platform.
3. **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 Authorized Users.
 - 3.1. **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.
 - 3.2. **Weekly Dedicated Hours.**
 - 3.2.1. **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"). Customer may reduce the number of weekly dedicated hours upon sixty (60) days' notice to Presence.
 - 3.2.2. **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) in addition to the background checks described in Section 4.1 below, (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.
 - 3.2.3. **Initial Non-Psychoeducational Assessments.** Weekly Dedicated Services shall include initial Non-Psychoeducational Assessments (as defined in Section 3.5) for the applicable Weekly Dedicated Services and all such initial Non-Psychoeducational Assessments shall be conducted within the Weekly Dedicated Hours.
 - 3.2.4. **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.
 - 3.2.5. **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 at the applicable rates set forth in the Service Order.

Order.

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

3.8. Program Management. Beginning in the first month in which Services are provided, each monthly invoice will include Program Management for ongoing scheduling and referral management, support for school personnel, and district-level communication to Clinicians. Program Management is non-refundable.

3.9. Smart Start Onsite Implementation Services. The Service Order may provide for Smart Start Implementation Services, which shall be performed as described in the Smart Start Onsite Implementation Schedule which is incorporated and made part of this Clinical Services Schedule.

3.10. Additional Services. The Service Order may provide for additional services the applicable fees for which shall be set forth in the Service Order.

4. Background Checks; Primary Support Person; Supporting Documentation; District Equipment.

4.1. Background Checks. Presence conducts yearly background checks, which include criminal background checks and U.S. Registered Sex Offender registry checks on all its Clinicians. Clinicians providing Clinical Services in the State of California will undergo an additional California Department of Justice fingerprint background check and Clinicians providing Clinical Services in the State of Texas will obtain an additional Texas Department of Public Safety background clearance. Any additional background checks or clearances will be conducted at Customer's sole expense.

4.2. Primary Support Person. Customer agrees to provide an adult primary support person (a "PSP") wherever the services are being delivered, which shall provide student support and assistance, technological support, assist with sessions as directed by the Clinician, and ensure communication and coordination among the Clinician, teachers, and students with respect to scheduling of Services, absences, and related matters.

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

4.4. District Equipment. Customer is solely responsible in providing Customer's students with the necessary internet and equipment, including, but not limited to, computers, laptops, video cameras, document cameras, or headsets, needed to receive Clinical Services.

3. **Platform Fees.** The Annual Fee for use of the License shall be set forth in the Service Order and is non-refundable and payable within thirty (30) days of the signing of the Platform License Schedule.

4. **Service Options:**

Subscription Option	Description
Kanga Elite for Speech and Language Pathologists	• Unlimited access to private therapy room, activities, and games • Organizational and documentation tools • Administrator Dashboard for tracking account usage • Unlimited access to all assessments related to speech language pathology
Kanga Elite of Occupational Therapists	• Unlimited access to private therapy room, activities, and games • Organizational and documentation tools • Administrator Dashboard for tracking account usage • Unlimited access to all assessments related to occupational therapy
Kanga Elite for School Psychologists	• Unlimited access to private therapy room, activities, and games • Organizational and documentation tools • Administrator Dashboard for tracking account usage • Unlimited access to all assessments, including speech, cognitive ability, processing, and academic achievement assessments
Kanga Elite for Special Educators	• Unlimited access to private therapy room, activities, and games • Organizational and documentation tools • Administrator Dashboard for tracking account usage • Unlimited access to academic achievement assessments
Kanga for Therapy	• Unlimited access to private therapy room, activities, and games • Organizational and documentation tools • Administrator Dashboard for tracking account usage

Customer may designate alternate Authorized Users for any Kanga service option and, if applicable, all such Authorized Users will have access to assessments specific to their disciplines.

SMART START ONSITE IMPLEMENTATION SCHEDULE

This Smart Start Onsite Implementation Services Schedule ("Smart Start Schedule") is incorporated and made part of (i) the Master Services Agreement ("MSA") between Presence and Customer and (ii) the Clinical Services Schedule, which is incorporated into the MSA (the "Clinical Services Schedule"). Capitalized terms not defined in this Smart Start Schedule shall have the meaning set forth in the MSA or the Clinical Services Schedule, as applicable. In the event of a conflict between this Smart Start Schedule and the MSA, unless specifically referenced herein, the MSA shall govern.

1. **Smart Start Services.** Prior to the commencement of Clinical Services, Presence will conduct an initial on-premise assessment of Customer's facilities to ensure that (i) the physical space intended to be utilized for teletherapy services is optimally configured (e.g., camera placement, desk placement, removal of distracting elements, etc.) for the delivery of teletherapy services and (ii), if applicable, the Customer's employee(s) who will provide Primary Support Services is trained and prepared to provide such services, and (iii), if applicable, Presence has provided Customer's personnel with an orientation of the administrative functionality of the Platform (collectively, the "Smart Start Services").

2. **Performance of Smart Start Services.** The Smart Start Services shall include the services described on Exhibit A. All Smart Start Services will be performed by Presence staff who have received the training necessary to provide the Smart Start Services (each a "Presence Smart Start Specialist", and, collectively, the "Presence Smart Start Specialists"). Customer acknowledges and agrees that the Presence Smart Start Specialists are not licensed electricians or carpenters and, as such, the Smart Start Services will not include either the installation, maintenance, or repair of electrical power, communications, lighting, and control systems or the construction or repair of any furniture or fixtures located on or within Customer's premises.

3. **Smart Start Fees.** The Service Order shall specify the number of days necessary to complete the Smart Start Services. The Fees for the Smart Start Services shall be specified in the Service Order and shall be due and payable in full at the beginning of the Service Order Term and shall be nonrefundable.

4. **Add-on Services.**

4.1 **Add-on Services Fees.** The Service Order may provide for Optional Add-on Services, as described on Exhibit A, and the applicable Fees for any such Optional Add-on Services will be set forth in the Service Order. If Customer requires any additional or follow-up services, the Fees for any such additional or follow-up services shall be agreed upon by the Parties prior to the provision of any such services.

4.2 **Training Content.** Any training content provided by Presence in any format (the "Training Content") is the property of Presence. Customer acknowledges that it does not gain any ownership interest in the Training Content by using the Training Content. Presence may, in its sole discretion, provide Customer with copies of certain Training Content for Customer's internal use. In the event that any Training Services cannot be provided onsite for any reason, Presence reserves the right to provide such services in a remote, virtual environment. For virtual Training Services, Customer shall be responsible for ensuring participants have access to appropriate technology and internet connectivity.

5. **Presence Smart Start Specialists Verifications and Credentialing.** If Customer requires that Presence Smart Start Specialists obtain any school-specific trainings or verifications (such as district fingerprinting), (i) Customer must inform Presence and provide all necessary information or instructions with respect to such additional verifications to Presence in a timely manner, and (ii) any additional fees and expenses attributable to obtaining any requested additional verifications and trainings for Presence Smart Start Specialists shall be at Customer's sole cost and expense.

6. **Technical Resources; Facility Access and Resources.** During the scheduled appointment times, Customer agrees to provide Presence Smart Start Specialists with access to the Customer's facility, including necessary building access credentials, access to the designated room where therapy sessions will be conducted,