

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**

New Direction Solutions, LLC dba ProCare Therapy ("ProCare" or the "Company") will contract with VocoVision for the provisions of telepractice services to Client. Client will pay ProCare for the hours worked by Contracted Telepractitioner under the following terms:

<b>Contracted Telepractitioner:</b>	Jill McQuerry		
<b>Client:</b>	Mid-Ohio Educational Service Center		
<b>Assignment Start Date:</b>	02/11/2025	<b>Assignment End Date:</b>	04/30/2025
<b>Position:</b>	Tele - SLP		
<b>Hours per Week:</b>	20.0		
<b>Bill Rate per Hour</b>	\$90.00	<i>Bill Rate is all-inclusive<sup>(a)</sup></i>	
<b>Technology Fee:</b>	\$0.00		

One VocoVision station per full time position at no cost. Additional stations can be provided with a \$1,000 per unit refundable deposit and \$200 per unit nonrefundable 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:** N/A

- a) Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.
- b) Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Contracted Telepractitioner introduced or referred by the Company or VocoVision for a period of (24) months after the last date Client received Services from such Contracted Telepractitioner. If Client or its affiliate enters into such a relationship or refers Contracted Telepractitioner to a third party for employment, Client agrees to pay an amount equal to first year's total compensation including but not limited to a signing and/or relocation bonus, as agreed upon at the time of hiring. Payment is due and payable to the Company upon start date.
- c) Client agrees to approve Contracted Telepractitioner's weekly log of service. Logs will be submitted on a weekly basis by Contracted Telepractitioner for Client's review and approval. Should Contracted Telepractitioner fail to submit paperwork or weekly log to show proof of completed work, Client agrees to notify ProCare in writing within three (3) business days of alleged failure. Client's failure to notify ProCare in writing within the three (3) day period shall negate any Client invoicing dispute.
- d) Client acknowledges Additional Terms and Conditions as applicable to teletherapy services and the provision thereof.

**131397 - Mid-Ohio Educational Service Center**



**Kimmel**

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### Telepractice Provisions:

1. **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 Contracted Telepractitioner's ability to fulfill the responsibilities outlined in Addendum C: Duties and Responsibilities.
2. **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 sessions and other related services each week to meet or exceed the minimum hours requirement. Client and Contracted Telepractitioner 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 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 Contracted Telepractitioner are encouraged to complete non-therapy work (e.g., paperwork, planning, file reviews, etc.) during any such cancellation time.
3. **Administrative Responsibilities.** Client shall be responsible for orienting Contracted Telepractitioner 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 Contracted Telepractitioner 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 Contracted Telepractitioner. 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 Contracted Telepractitioner. 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 Contracted Telepractitioner.

### Duties and Responsibilities

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

- a) 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.
- b) 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.
- c) Monitors effectiveness of services and modifies evaluation and treatment plans as needed.
- d) Maintains appropriate documentation of delivered services in a format consistent with professional standards and client requirements.
- e) Complies with state and federal regulations to maintain student privacy and security.
- f) Facilitates behavior management strategies in students as appropriate.
- g) Provides information and counseling to families and school personnel as needed

### 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.

### 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.