



## **TeleTeachers DBA MIYO Health, Inc.**

### **PROFESSIONAL SERVICES SOW**

This statement of work (this "SOW") is entered into pursuant to that certain Master Services Agreement (the "MSA") dated July 1, 2024, by and between TeleTeachers DBA MIYO Health, Inc. and Up North Learning Center SD 6099-52, and is hereby incorporated therein by reference.

Capitalized terms used but not otherwise defined in this SOW shall have the meaning set forth in the MSA. In the event of any conflict between the terms of this SOW and those of the MSA, the terms of the SOW shall control.

This SOW is effective beginning July 1, 2024 (the "SOW Effective Date"), and will remain in effect until June 30, 2025 (the "SOW Expiration Date") (such period, the "SOW Term"), unless earlier terminated in accordance with the MSA.

#### **1. BACKGROUND.**

1.1 Pursuant to the MSA and any associated Order Forms, Customer has subscribed to TeleTeachers DBA MIYO Health's cloud-based platform. In connection with the Subscription Services to be provided to Customer, TeleTeachers DBA MIYO Health will provide certain additional Professional Services as set forth in this SOW, including "Educational Services" and "Supplemental Educational Services." These Professional Services may include the provision of qualified clinicians and teachers, including but not limited to special education or general teachers, teachers of the visually impaired, speech-language pathologists, educational psychologists, social workers, counselors, physical therapists, and occupational therapists ("Personnel") to Customer's students with identified or suspected special needs ("Students")

#### **2. PROFESSIONAL SERVICES.**

2.1 **Educational Services.** TeleTeachers DBA MIYO Health will provide educational services ("Educational Services") to Customer via TeleTeachers DBA MIYO Health's cloud-based platform, as described below.

- (a) Educational Services will include consultations, participation in individualized education planning and other meetings, collaboration with school staff, documentation and planning, parent contact, and service coordination.
- (b) TeleTeachers DBA MIYO Health will complete compensatory hours/minutes of service unless agreed upon between parties before completion of the contract.
- (c) Educational Services will continue through the summer for school districts on a 12-month or Extended School Year (ESY) schedule.
- (d) Personnel will conduct assessments including: pre- and post-assessments and intervention services; initial and triennial assessments; psychoeducational assessment services; screenings. Assessments include a base rate encompassing pre-assessment and results meetings and testing set up. Additional assessments will be administered where outlined in the Student's assessment plan.
- (e) Review of Records / Parent & Teacher Interviews, e.g., a cumulative file review for a student, including medical, educational, and social development histories, plus current parent and teacher interviews.
- (f) Assess students' abilities and develop targeted instruction; Adapt general education curriculum and materials to students' needs; Teach basic skills; Monitor and document students' progress; Support students with learning disabilities; Provide reading intervention, and Provide services and adaptations to students (i.e.-specific to vision loss or hearing impairment).
- (g) Supervision of Speech-Language Pathology Assistants (SLPA), Certificated Occupational Therapy Assistants (COTA), and Education Psychologist Assistant.
- (h) During the SOW Term, if TeleTeachers DBA MIYO Health's Personnel are unable to adequately service Customer's FTE caseload, TeleTeachers DBA MIYO Health will inform Customer of increased need of FTE and Customer must resolve the issue within 30 days.

#### **(i) FTE Caseload:**

**(A) Occupational Therapist/ .1 COTA supervision only and 1-2 evaluations**

(i) TeleTeachers DBA MIYO Health will provide the school(s) and/or TeleTeachers DBA MIYO Health Personnel and other providers with access to MIYO Platform (TeleTeachers DBA MIYO Health's documentation platform), for student data collection, scheduling, and billing services. MIYO Platform streamlines the documentation process for ease of use, secures internal messaging for complete collaboration, and provides customized data tracking for progress monitoring.

**2.2 Supplemental Educational Services.** In connection with the Educational Services, TeleTeachers DBA MIYO Health will provide the following supporting services ("**Supplemental Educational Services**") to the Customer, as described below.

- (a) Access to the newest edition of protocols and assessments;
- (b) Provider biography to share with students, parents/guardians, and educational staff;
- (c) Technology troubleshooting and setup;
- (d) Consultations through the school year with the Director of School Partnerships and Provider Management;
- (e) Customized monthly invoices;
- (f) Provider Training: Special Education Software, Special Education Compliance and Best Practices, IDEA Compliance and documentation using MIYO Platform
- (g) Ongoing support from our team regarding services, invoices, and any additional needs

**3. FEES.**

3.1 Customer shall pay TeleTeachers DBA MIYO Health fees for the provision of Professional Services under this SOW in accordance with the terms set forth below.

3.2 **Contract Ceiling/ Maximum is \$12,000.** If costs exceed the contract ceiling without written agreement from both parties, TeleTeachers (DBA MIYO Health) does so at its own risk.

Student Contact Days	172 Days
Daily Hours	7.5 Hours

3.3 **Onboarding/Maintenance Fees.** TeleTeachers DBA MIYO Health will invoice Customer for the following one-time onboarding fees upon the execution of this SOW.

Onboarding/Maintenance Fees Occupational Therapist	\$70/Student 10 Students	\$700 Total
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(a) Additional onboarding fees will be incurred by the Customer at the rate listed above for any additional students added after the SOW Effective Date.

3.4 **Personnel Fees.** Customer will be invoiced monthly for assigned Personnel at the rates specified in the table below (includes but not limited to therapy/instructional session, evaluations and meetings) given a contractual utilization of 0.4 FTE or higher.

**Personnel Fees  
School Year 2024-2025**

<b>Discipline</b>	<b>Hourly Rate</b>
Occupational Therapist	\$77

**3.5 Invoices.** The Customer will be invoiced monthly for fees incurred under this SOW at the following Customer address:

ATTN: Jennifer Clements  
5413 73rd St. NW  
Walker, MN 56484  
218-237-6540  
jclements@parkrapids.k12.mn.us

All fees payable under this SOW are payable to TeleTeachers DBA MIYO Health at:

TeleTeachers DBA MIYO Health, Inc.  
4114 North Cass Avenue  
Westmont, IL 60559

**4. TIMELINE.**

**4.1 Expected Start Date.** In order to allow sufficient time for the certification and licensure of Personnel, the services to be provided under this SOW are expected to start within forty-five (45) business days following the SOW Effective Date.

**4.2 Provider Licensing Clause**

(a) In the event of a staffing emergency or urgent staffing need, I hereby grant permission for the TeleTeachers DBA MIYO Health provider to not hold a license in the LEA specified state at time of hire/placement as long as said provider holds a valid license from another state and evidence that this provider has already submitted their application for his/her LEA specific state license.

I agree to grant TeleTeachers DBA MIYO Health' permission to proceed to hiring/placing an out of state licensed provider in the event of staffing emergencies or urgent staffing needs.

I do NOT agree to grant TeleTeachers DBA MIYO Health' permission to proceed to hiring/placing an out of state licensed provider in the event of staffing emergencies or urgent staffing needs.