



Desoto ISD, TX - Amplio Learning Services for Speech-Language SY23/24

Desoto ISD

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DESOTO, TX 75115
Dallas County

Amplio Learning Technologies Inc.
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Reference: 20231213-122114625

Quote created: December 13, 2023

Quote expires: January 12, 2024

Products & Services

PRODUCTS & SERVICES	QUANTITY	DESCRIPTION	UNIT PRICE	PRICE
<p>Amplio Learning Services - Speech-Language (Monthly)</p>	<p>70</p>	<p>Comprehensive, remote speech-language therapy, encompassing both direct and indirect services (case mgmt, evaluations, IEP service minutes, documentation, meetings).</p> <p>Monthly per-student rate assumes 4 sessions per month, with an average of 30 IEP service minutes per week. Excess hours beyond average of 30 IEP service minutes per week will be charged according to a pro-rated monthly fee.</p>	<p>\$350.00 / month</p>	<p>\$24,500.00 / month</p>
<p>Annual Technical and Onboarding Support</p>	<p>1</p>	<p>Dedicated assistance and training to ensure seamless Amplio integration, educator and student onboarding, license assignment, caseload setup, and school management, billed once annually per account.</p>	<p>\$250.00 /year</p>	<p>\$250.00 /year</p>

PRODUCTS & SERVICES	QUANTITY	DESCRIPTION	UNIT PRICE	PRICE
Amplio Learning Services - Monthly Admin Support & Supervision	1	Monthly administrative and management fee to ensure smooth coordination, effective scheduling, accurate reporting, and other vital operational activities to enhance your Amplio experience.	\$750.00 / month	\$750.00 / month
SUMMARY				
Monthly subtotal				\$25,250.00
Annual subtotal				\$250.00

**Total	\$25,500.00
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<p>Comments</p> <p>Region 6 Contract# 20-22</p> <p>Contract dates subject to change based on implementation timeline and completion of compensatory hours Per Year in line item(s)= Order Form Term Order Form Term Period: January 1, 2024 to April 1, 2024 **Final amount subject to Sec. 3.b of the terms</p>

Purchase terms

1. By executing this Order Form, Entity hereby agrees to the provisions of this Order Form (including the attached Learning Services Service Level Agreement, as applicable) and the provisions of Amplio's Terms and Conditions, SaaS Service Level Agreement ("SLA"), and Privacy Policy, which can be found at <https://go.ampliolearning.com/legal/>.
2. Services:
 1. **Amplio Platform Subscription** means user licenses for the applicable product of Amplio's Platform and includes implementation and technical support and training, all in accordance with the SLA. Only MTA or Esperanza trained interventionists may use the Educator license of the Reading product. Platform Subscriptions are provided for the Term of the applicable Learning Services. Platform Subscriptions will renew for successive one (1) year periods at Amplio's "then current" pricing, unless either party gives notice of termination at least sixty (60) calendar days prior to the conclusion of the then current term. 1 Educator license is granted free of charge per 10 Student licenses, per product.
 2. **Learning Services** means remote treatment sessions, evaluations, records review, meeting time and preparation therefor, compensatory services, ESY, remote supervision, consultation, case management, IEP development and/or session note and progress reporting, all as agreed between the parties. Unless otherwise expressly noted, Learning Services are provided remotely by Amplio Educators, through the use of the Platform and/or other third-party platform. Applicable Platform Subscriptions for Students receiving the Learning Services and an Entity Administrator are included in the Learning Services price, but solely for the term of the Learning Services.
 1. **Learning Services: Speech and Language** are one-on-one sessions unless otherwise expressly agreed by Amplio, 1x a week for 30 minutes.
 2. **Learning Services: Reading** are group sessions of up to five students per group, 3x-5x a week for 45 minutes.
 3. **Implementation, administrative support and Amplio Educator supervision** as described in the Learning Services Service Level Agreement.
 3. **Training**
 1. **Speech and Language Training**: Training includes a 1-hour virtual kick-off for both Virtual and Onsite Training. Virtual Training means 2 hours of live online group training focused on features and functions of the Platform, such as program selection, caseload management, data tracking and documentation. Onsite Training means a 4-hour onsite group workshop (up to 215 participants), focused on features and functions of the Platform.
 2. **MTA Dyslexia Curriculum Training** means a 3-hour self-directed online learning module followed by 3-8 days of live online or onsite (as applicable) group curriculum training with a Qualified Instructor (each day, 8 hours). Number of participants depends on training purchased.
 3. Entity will schedule the dates of training courses by contacting Amplio at least 4 weeks in advance at support@ampliolearning.com. Each party may change or cancel any scheduled course up to 3 / 10 business days prior to the scheduled date of any virtual / onsite course, as applicable. If a course cannot be rescheduled, Entity may be entitled to a refund of any fee paid in respect of the canceled services, but shall not otherwise be entitled to any compensation, costs, losses or damages arising from such cancellation.
 4. **Annual Onboarding Support** means guidelines, instructional materials, coordination and consultative support regarding best practices for Clever/Classlink setup, Educator and Student onboarding, licensure assignment, caseloads setup, and school management.
3. Billing and Payment:
 1. All Services excluding Learning Services are billed in advance. Learning Services are billed by the 5th of the calendar month for services provided during the previous month; provided however that . Learning Services purchased on a school year commitment basis are billed in advance.
 2. Billing is according to the quantities detailed in the Order Form for each type of Services, or if higher, according to the actual number serviced during the applicable period. Hourly Learning Services are billed for both direct and indirect time.
 3. Payment terms for all Services are Net 30. Delayed payment shall incur a default charge of 1.5% per month, or the maximum legal interest rate, whichever is lower.
 4. Payment to be made by check payable to Amplio Learning Technologies Inc. or via wire transfer to the following bank account: Bank Name: Bank of America, Account No. 446053156183, Routing Number: 052001633
 5. The prices and fees listed in the Order Form are exclusive of all taxes and Amplio shall have no liability for any taxes other than taxes on Amplio's net income. If applicable, a copy of your Sales Tax Exemption Certificate must be returned with this Order Form.
4. Sub-Processors. Entity acknowledges and agrees that Amplio may engage Sub-Processors to perform its obligations hereunder, in accordance with Amplio's Privacy Policy. A list of Sub-Processors may be provided

upon request.

5. Entity may terminate this Order Form by giving Amplio 30 days prior written notice, provided however that Entity shall remain liable for all payments for the remainder of the Term and Entity shall not be entitled to any refund or credit for any unused term.
6. Entity agrees to not employ or solicit for employment, during the term of this Order Form and for six months thereafter, any person who was employed or retained by Amplio and provided Services to Entity.
7. The following sections from Amplio's Terms and Conditions, shall apply also to all Services, with the necessary changes and modifications: End User Responsibility, Right to Use, Ownership and Intellectual Property Rights, Confidentiality, Information Security and Privacy Protection, Export Compliance and Anti-Corruption, Term and Termination, Disclaimer, Warranties and Limitations on Liability, Indemnity and Miscellaneous.

Accepted and Agreed. Each of Amplio and Entity have executed this Order Form by their duly authorized representative.

Learning Services Service Level Agreement

Overview

This agreement represents a Service Level Agreement ("SLA") between Amplio Learning Technologies Inc. ("Amplio") and Entity for the provision of digital special education and/or dyslexia intervention services in connection with and through the use of Amplio's Platform ("Services"). Capitalized terms not defined herein shall have the meanings ascribed to them in the Terms and Conditions or other written agreement between the parties, as applicable ("Agreement").

Amplio Responsibilities

1. Assign a Clinical Team Lead who will lead the implementation project and ensure that Amplio and Entity are coordinated with respect to the use of the Services.
2. Provide technical support during school hours to assist in troubleshooting technical issues with the use of the Platform, if and when they arise. Support may be provided by email, telephone, or via the Platform to any End User.
3. Assign certified, qualified and trained Professionals as needed to provide the Services.
4. Provide online training to the Entity Facilitator(s) (as defined below) and/or to the Student's parents or guardians to perform the tasks required to initiate a session, troubleshoot and contact support as needed.
5. Support Entity in creating the Service schedule or create the Service schedule with support from Entity, as per Entity's request.
6. Provide the documentation for Medicaid claims according to state-level requirements. Additional data beyond the minimum requirements may be provided at additional cost.

Entity Responsibilities

1. Assign a main point of contact for the implementation process, who will ensure Entity implementation tasks are completed in a timely manner to allow the service to start as planned.
2. Make available the Platform and technical requirements (compatible devices, access to the internet and data services, and certain necessary software as per Amplio's minimum requirements such that End-Users can reach, access and use the Platform as intended) within its facilities and/or to all End Users. Minimum requirements are available at <https://go.ampliolearning.com/legal/platform-requirements/>
3. Provide tier 1 technical support for such requirements and provide contact details of Entity IT specialist(s) who will be responsible for the above.
4. Four weeks prior to service start day, provide each Student with the caseload information including, but not limited to, number of students, required IEP time and/or session frequency, parents/guardians contact information (email and/or phone number), and IEP goals.
5. Ensure all Entity Professionals and authorized personnel undergo training on use of the Platform.
6. Assign site facilitator(s) for the session, who will help with the logistics of the session, ensure students' participation in the session according to the session schedule and communicate as needed with Amplio's representative concerning any schedule changes, logistical issues or specific requirements. Provide the email address and phone number (and ensure such information is up-to-date) of each site facilitator.
7. Obtain all required End User consents, including without limitation the consent of parents or guardians of Students to receive the treatment through the Platform, prior to use of the Platform, and to properly and duly store all the signed consent forms.
8. Provide Amplio personnel access and training to the school's IEP software, as required.
9. Provide the academic schedule for each Student, including daily schedule & therapy availability and school year calendar, including progress reporting due dates.

Make-Up Sessions and No-Show Policy

1. Make-up Sessions – Amplio will make up time lost for any sessions missed due to its staff absence or Platform malfunctions. Amplio shall not be obliged to provide make-up sessions for sessions missed due to any other reason (such as school activities, school IT, school staff absence, holidays or Student absence), unless otherwise agreed in writing.

2. No-Show Policy – If a Student is absent from a session without cancelling at least one hour in advance or if the Student joins the session more than 15 minutes after the scheduled session time, the session will be fully charged.

Desoto ISD

Signature

Date

Printed name

Amplio

Signature

Date

Printed name