

**MODIFICATION/AMENDMENT #1
TO THE AGREEMENT BY AND BETWEEN
MISSISSIPPI DEPARTMENT OF HUMAN SERVICES
AND
REMOTESPEECH, LLC.**

The following Modification/Amendment #1, effective January 1, 2023, is made a part of the contract, entered into January 18, 2022, by and between the Mississippi Department of Human Services (hereinafter “Agency”) and RemoteSpeech, LLC. (hereinafter “Contractor”).

Now, therefore, in consideration of the mutual agreements to modify the original contract between them, Agency and Contractor, do hereby agree that Paragraphs **4, 5, 44, and 48** of said contract shall be modified to reflect the following:

4. Period of Performance. The period of performance of services under this Contract shall begin on January 1, 2022, or after all parties have signed, whichever is later and end on December 31, 2023. The Contract may be renewed at the discretion of MDHS upon written notice to Contractor at least thirty (30) days prior to each contract anniversary date for a period of one (1) successive one-year period under the same prices, terms, and conditions as in the original Contract and/or subsequent contracts. The total number of renewal years permitted shall not exceed one (1).

5. Consideration and Method of Payment

- a. As consideration of all services and performances under this Contract, Contractor shall be paid a fee not to exceed Sixty-Seven Dollars and Zero Cents (\$67.00) per hour for the period of January 1, 2022 through December 31, 2023. It is expressly understood and agreed that in no event will the total compensation paid hereunder exceed the specified amount of Sixty Thousand Dollars, and Zero Cents (\$60,000.00).
- b. Contractor will bill the MDHS for its services. Following the satisfactory completion of its services, as determined by the MDHS, the State requires the Contractor to submit invoices electronically throughout the term of the agreement. Invoices shall be submitted to the MDHS using the processes and procedures identified by the State. The appropriate documentation shall be submitted on the last working day of the month, with the final invoice to be submitted within five (5) working days after the contract ending date.

44. Notices. All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

| For MDHS: | For Contractor: |
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| Rachelle Richardson, Deputy Executive Director for Age-Related Programs Post Office Box 352 Jackson, Mississippi 39205 | Orna Kempler-Azulay, CEO/President RemoteSpeech, LLC 3515 W. Moreland Road Willow Grove, Pennsylvania 19090 |

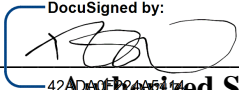
48. Priority. The Contract consists of Modification/Amendment #1, the Original Agreement, the Quote Request (QR) No. 20210825 OSTs for Occupational and Speech Therapy Services (hereinafter referred to as QR), and the response quote by RemoteSpeech, LLC dated September 8, 2021, (hereinafter referred to as Quote). Any ambiguities, conflicts or questions of interpretation of this Contract shall be resolved by first, reference to this Agreement and, if still unresolved, by reference to the QR and, if still unresolved, by reference to the Quote. Omission of any term or obligation from this Agreement or Quote Request or Quote shall not be deemed an omission from this Contract if such term or obligation is provided for elsewhere in this Contract.

All other terms, conditions, and provisions set out in the original contract other than those modified and amended, which are not in conflict with this Modification/Amendment #1, shall remain in full force and effect for the duration of the contract.

For the faithful performance of the terms of this Contract, the parties hereto have caused this Modification/Amendment #1 to be executed by their undersigned authorized representatives.

Mississippi Department of Human Services

RemoteSpeech, LLC

By:  _____
DocuSigned by:
42A000E56EDA13
Authorized Signature

By:  _____
DocuSigned by:
Authorized Signature

Printed Name: Rachelle Richardson

Printed Name: Orna Kempler-Azulay

Title: Deputy Executive Director for Age-Related Programs

Title: CEO/President

Date: 12/27/2022

Date: 12/27/2022