



## AGREEMENT BETWEEN E-THERAPY AND HAMILTON COUNTY SCHOOL DISTRICT

January 27, 2021

This Agreement is made between Hamilton County School District (hereinafter referred to as “HCSD”) at 5683 US Hwy 129S, Suite 1, Jasper, FL 32052 and E-Therapy LLC at P.O. Box 93, Harrison NY, 10528 (hereinafter referred to as “Provider”) and jointly as PARTIES.

### Provider Responsibilities:

Provider agrees to:

- Provide E-Therapy’s Teletherapy Platform Solution (STAR) for HCSD to use for HCSD’s in-house therapists to use at the following rates:
  - Teletherapy Platform Use: \$4.00 Per Student User Per Month\*
  - Teletherapy Platform Use For Evaluations: \$35.00 Per Evaluation

### Platform Use Includes:

- School, Therapist, Student system set-up by E-Therapy
  - Individual assigned and secure private online video therapy rooms for each Student and Therapist to meet
  - E-Therapy Training of District/In-house Therapists on how to provide teletherapy (from A to Z)
  - School, Therapist, and Student login credentials for STAR
  - Unlimited session usage: no time limit or session count limits for the amount of sessions Therapists may conduct on the platform
  - Therapist – Student scheduling system tool
  - Therapist access to E-Therapy’s online resources, including but not limited to: activities, tools, tutorials, webinars, and newsletters
  - Access to E-Therapy’s digital online evaluations and assessments
  - Ability for School and Therapist to track and report all sessions in real time online in STAR
  - Ability for the School and Therapist to monitor accountability and have an overview of sessions conducted that are reported into STAR
  - Document uploading, downloading, and sharing within STAR capability
  - Access for School and Therapist to download (Excel and PDF) documentation of clinical data notes for reporting individual Students graphed and charted progress
  - Digital notes and communication system to log communication between Therapist, Student, and teachers/staff/parents
  - An E-Therapy Account Manager to address any issues or concerns and work with your school to ensure District In-house Therapists are able to easily and successfully use the STAR
- Submit invoices for billing

*\* A Student User is defined as a student that is marked Active in STAR and is available for HSCD therapists to provide teletherapy services to and/or to make session entries in the system for.*

### Confidential Information

- HCSD and Provider understand and agree that they will not disclose any information related to the business terms of this Agreement to any third party or publicly in any format, which is not already public knowledge.
- HCSD and Provider understand and agree that they will not disclose any information related to each party's operations and technology or intellectual property assets, learned over the course of doing business under this agreement to any third party or publicly in any format, which is not already public knowledge.
- This Confidential Information will continue for a period of 2 years after the termination of this Agreement and will not apply to any Confidential Information that becomes public in the future.
- Confidential Information may be released pursuant to any legal requests, court orders, governmental agency/body requirements, or any other regulatory directives HCSD may be required to comply with, including FOIA or state law public records requests.

#### Ownership and Intellectual Property

HCSD understands that Provider is providing a proprietary solution and agrees that it will not copy or reproduce Provider's solution, in part or in whole, or in any form whatsoever, including for commercial purposes HCSD agrees to keep confidential any materials it receives that relate to Provider's solution, including any code, technology architecture, or any other technical or solution related operating materials.

#### Contractor Status and Applicable Law:

HCSD and Provider understand and agree that the Provider is acting and performing as an independent contractor at all times. Provider and HCSD must fully comply with all applicable provisions of law and other rules and regulations of any and all governmental authorities relating to licensure and the regulation of the Provider and HCSD.

#### Term:

This Agreement shall be for an initial term beginning February 10, 2021 to June 30, 2022. The Agreement will automatically renew for successive periods of one year each unless either Party gives Written Notice of non-renewal at least 60 days before expiration of the then-current term.

#### Written Notices:

- Written Notices directed to HCSD should be sent via Certified Mail to above address
- Written Notices directed to Provider should be sent via Certified Mail to above address

#### Non-Solicitation:

HCSD agrees to not directly hire any therapist that is contracted or has been contracted by Provider to serve HCSD with direct services in order to provide services independently of Provider during the contract and for a period of 1 year after the contract terminates.

#### Transfer and Assignment:

HCSD and Provider may assign its rights and obligations hereunder to an affiliate under common corporate control or to a company owned by any of Parties' current shareholders or to a purchaser of all or substantially all of the Parties equity and/or assets. In all other cases of Transfers and/or Assignments, HCSD and Provider shall have the right to assign any and all rights and duties acquired by it hereunder, subject to the other Party's consent, which shall not be unreasonably withheld, conditioned or delayed.

#### Law of State to Govern:

The validity, enforceability and interpretation of any of the clauses of this Agreement will be determined and governed by the substantive and procedural laws of the state of Florida.

Scope of Agreement:

This Agreement constitutes the final, complete and entire contract between the parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether written or oral. There are no representations or other agreements included. No supplemental modification or waiver of this Agreement will be binding unless executed in writing by the parties to be bound thereby.

Amendments:

This Agreement may be amended at any time by mutual agreement of the parties. However, before any amendment will be operative or valid, it must be in writing and signed by both the Provider and HCSD.

Payment:

Payment will be made by HCSD within thirty (30) days of receipt of Provider's invoice. Payments made be made electronically via ACH or mailed to E-Therapy LLC at P.O. Box 93 Harrison NY10528. Late payments may be subject to a 2.5% late payment fee.

Public Records:

HCSD is a public agency subject to Chapter 119, Florida Statutes. Provider shall comply with Florida's public records law. Specifically, the Provider shall:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Provider does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If Provider transfers all public records to the public agency upon completion of the contract, Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Provider keeps and maintains public records upon completion of the contract, Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

5. Redacted Copies of Confidential Information - If Provider considers any portion of any documents, data, or records submitted to the city to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, the contractor must simultaneously provide the city with a separate redacted copy of the information it claims as Confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Agreement name and number and shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the contractor claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.
6. Request for Redacted Information - In the event of a public records or other disclosure request pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents that are marked as "Confidential" are responsive, the city will provide contractor-redacted copies to the requestor. If a requestor asserts a right to the Confidential Information, the city will notify the contractor such an assertion has been made. It is contractor's responsibility to assert that the information in question is exempt from disclosure under Chapter 119 or other applicable law. If the city becomes subject to a demand for discovery or disclosure of the Confidential Information of contractor under legal process, the Client shall give the contractor prompt notice of the demand prior to releasing the information labeled "Confidential" (unless otherwise prohibited by applicable law). The contractor shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.
7. Indemnification – The AGENCY shall protect, defend, and indemnify the City for any and all claims arising from or relating to contractors' determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Contractor fails to submit a redacted copy of information it claims is Confidential, the City is authorized to produce the entire documents, data, or records submitted to the City in answer to a public records request or other lawful request for these records.

**IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386)792-7800, [Philip.Pinello@hamiltonfl.com](mailto:Philip.Pinello@hamiltonfl.com), 5683 Highway 129 South, Suite 1, Jasper, FL 32052.**

**E-Verify.**

- A. Pursuant to Fla. Stat. § 448.095, effective July 1, 2020, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement.
- B. Subcontractors
- (i) Contractor shall also require all subcontractors performing work under this Agreement to register with and use the E-Verify system for any employees they may hire during the term of this Agreement.
  - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
  - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
- D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, including, but not limited to, higher costs for the same services and rebidding costs (if necessary).

THE PARTIES execute this Agreement:

By:

Printed Name: Lee Wetherington-Zamora

Printed Name: Harris Larney

Title: Superintendent

Title: Chief Executive Officer

Hamilton County School District

E-Therapy

Date: February 9, 2021

Date: January 27, 2021

  
Signature

\_\_\_\_\_  
Signature



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Printed Name: Harris Lamey

Title: Superintendent

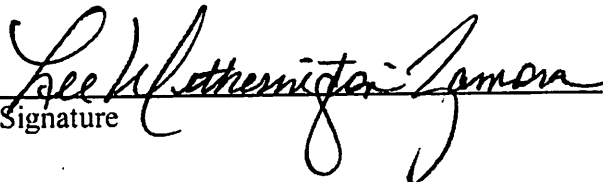
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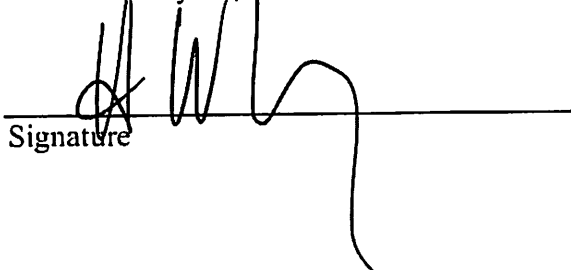
Hamilton County School District

E-Therapy

Date: February 9, 2021

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