



## MASTER SERVICE AGREEMENT

Prepared for:

Springfield Public School District 186  
1900 West Monroe Street Springfield, Illinois 62704

Margaret Thurman

Start Date: 06-09-2021

End Date: 07-02-2021

Prepared by:

Ali Coffey

04-28-2021

# TABLE OF CONTENTS

1. General
2. Services Scheduling and Staffing
3. Term and Renewal
4. Services
5. Your Responsibilities
6. Term & Termination
7. Fees; Payments
8. Professional Liability
9. Limitation of Liability
10. Work Force
11. Monitoring and Evaluation; Limited  
Warranty
12. Confidentiality; Intellectual Property
13. Governing Law; Waiver of Jury Trial
14. Notices
15. Severability
16. Entire Agreement; Other
17. Schedule A

This Services Agreement (this "Agreement") is by and between the Organization set forth in the initial page of this Agreement (the "Customer" or "you") and DotCom Therapy, Inc. ("DotCom") and will become effective upon the date of full execution by the Customer and DotCom ("Effective Date"), for commencement on the Contract Start Date and will terminate on the Contract End Date. The parties hereby agree as follows:

## 1. General

Finalized caseload details must be provided within seven (7) days from the Start Date. Students with out-of-compliance documentation will be included in the caseload count and therapists will work with the district to make documentation compliant. Caseload details include but are not limited to, full student list, IEP minutes and frequency per student and supervision caseload (if applicable). This information will be used by you and DotCom to ensure compliance and fully utilizing contracted FTE amount.

## 2. Services Scheduling and Staffing

You will designate a primary contact for DotCom in your organization. Your primary contact and DotCom will agree (for example, via email) to a services delivery schedule (such services set forth therein, the "Services") and DotCom will perform the Services consistent with the schedule, provided any commitment for therapists to begin their term sooner than 45 days after the Start Date must be approved in writing by DotCom. DotCom hereby informs you staffing delays may result from factors outside DotCom's control (for example, the state licensure and registration process) and you agree such delays will not be a breach of DotCom's obligations so long as DotCom uses reasonable diligence to mitigate such delays. One full time therapist from DotCom will not exceed 150 hours of total service per month.

## 3. Term and Renewal

The term of this Agreement will commence from the Start Date and continue until the End Date (the "Term") unless DotCom receives written acknowledgement from you (for example, via email) to renew this Agreement and extend the Term. All renewals shall be agreed upon in writing by the Parties through a Renewal Agreement and all amendments to this Agreement shall be agreed upon in writing by the Parties through an Amendment Agreement. All renewals subject to CPI cost increase linked the United States Bureau of Labor Statistics CPI Index, not to exceed 3% annually.

## 4. Services

DotCom will provide you with the resources and professional teletherapy services using personnel that have credentials, qualifications, and skills sufficient to perform the Services.

## 5. Your Responsibilities

- a. DotCom's provision of the Services depends on the ability of your staff and students to communicate using off-the-shelf teleconference equipment over a high-speed internet connection. You are responsible for providing your students and staff with, and maintaining at your site, devices, software licenses, a high-speed internet connection, and such other resources recommended or required by DotCom for your use of the Services (the "Equipment").

b. You and your staff agree to reasonably cooperate and communicate with DotCom personnel and provide effective and timely decision making on matters regarding the Services and ensure DotCom therapists have ready access to your staff, systems, and documentation when and to the extent related to treating your students. Additionally, Customer shall (i) cooperate with DotCom in its performance of the Services and provide access to your premises, employees and equipment as required to enable DotCom to provide the Services, (ii) comply with all applicable laws, and (ii) when on your premises, provide DotCom's staff and other representatives with a workplace with the same safeguards provided by you to your own employees and contractors.

c. You are responsible for the attendance and welfare of students who receive teletherapy at your site through the Services. You shall employ, and DotCom will train, a therapy facilitator to operate the Equipment and to implement DotCom's reasonable treatment protocols at your site. You will be responsible for ensuring that all treatment protocols are being successfully carried out by you or your staff. You and your therapy facilitator, not DotCom, are responsible for ensuring all necessary forms and parental consents for each student are completed accurately and in accordance with law.

d. You agree to provide evaluation materials to DotCom if specific assessments are requested. You agree to also provide DotCom, in the time and manner requested, without charge, access to and use of your software systems and databases for purposes of viewing and creating student records, therapy documentation, and other information related to the Services.

e. DotCom requires its therapists to obtain and maintain licensure legally required for the provision of Services via telepractice in both state of residency and state of practice, as well as national board certification, specific to the therapist's practice area. DotCom will seek to stay updated on your state's license requirements for related practice areas. Please, notify DotCom in advance if you or your state require a therapist to obtain educator or other credentials for the services you request, separately from state licensure specific to the therapist's practice area. If you do not promptly notify DotCom that you or your state require such separate credentials, Services may be delayed, and fees may change.

f. DotCom, upon request, can facilitate the purchase any equipment you may need to achieve the above-mentioned requirements. The district can purchase this equipment independently or through DotCom.

## 6. Term & Termination

- a. This Agreement will continue until the End Date unless terminated as provided in subsection (b) below.
- b. Termination. A party may terminate this Agreement at any time by providing 90 days' prior written notice to the other party, or if the other party ceases actively doing business, begins winding up its business, or bankruptcy or insolvency proceedings are begun by or against such party and not promptly dismissed.
- c. You and DotCom may agree at any time in writing to change existing or to add additional therapist coverage. This may take up to 45 days to execute and you will be required to cover cost associated with the initial agreement during that period.
- d. Under fixed rate contracts, you will be subject to increased costs associated with the addition of students (seats) to your initially agreed upon caseload. This happens automatically when a student is added to the caseload. Caseloads are reviewed monthly with DCT team and any invoice changes will be highlighted.
- e. Under hourly contracts, you will be responsible for covering, at a minimum of 50% of agreed upon coverage within this agreement.
- f. Survival. This Section 6, as well as Sections 7, and 9-16 will survive the expiration or termination of this Agreement.

## 7. Fees; Payments

- a. Fees; Invoicing. In consideration of the provision of the Services by DotCom and the rights granted to Customer under this Agreement, Customer shall pay the fees as set forth in Schedule A. Schedule A includes fees associated with initial and ongoing technology and service support. DotCom will invoice you electronically at the email address for invoices provided by you to DotCom. DotCom generally accepts Automated Clearing Hours ("ACH") and other electronic payments. If any amount you owe under this Agreement is not paid within 30 days of when due, you agree DotCom may stop providing the Services until such overdue amount is paid in full. All overdue amounts will accrue interest until paid at the rate of the lesser of 1.5% per month or the maximum rate allowed by law. You will have materially breached this Agreement if any amount remains unpaid more than 60 days after the due date. DotCom's remedies under this Section are cumulative of its other available remedies.
- b. For School Psychologists services you will be charged for all assessment materials ordered for your district. These will be charged at cost and include things commonly

used in these assessments such as; Block Kits (\$45 each) and Protocols (\$100 per 25).

c. Cancellations. If you or a student cancel or request to reschedule a scheduled teletherapy appointment less than 24 hours in advance, DotCom will seek to assign the appointed therapist to do other billable work within the scope of the Services, but reserves the right to charge you for the originally scheduled appointment.

d. Taxes. Except DotCom's income taxes, taxes (e.g., sales, use, excise, property, VAT, and similar taxes) arising out of this Agreement are your responsibility. If DotCom pays or is required to pay such taxes or penalties or interest, you will promptly pay DotCom all such amounts.

## 8. Professional Liability

a. DotCom maintains professional liability insurance and will provide current coverage levels upon request.

## 9. Limitation of Liability

a. General. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN. UNDER NO CIRCUMSTANCES WILL DOTCOM BE LIABLE TO YOU FOR ANY AMOUNT IN EXCESS OF THE TOTAL FEES PAID BY YOU TO DOTCOM IN THE LAST TWELVE MONTHS FOR THE SERVICES (WHETHER THE LIABILITY ARISES FROM THERAPY SERVICES OR OTHERWISE).

b. Force Majeure. A party is not liable under this Agreement for delay in performance or non-performance caused by events or conditions beyond the party's reasonable control, including acts of God, fire, war, terrorism, third party criminal acts, any law or governmental regulations, or labor dispute, and the period of performance will be deemed extended to reflect such delay as agreed by the parties.

c. Timing of Actions. Prior to bringing any lawsuit or other claim, the parties shall first attempt to resolve any dispute related to this Agreement or the Services by good faith mutual discussions lasting at least thirty days. Neither party shall file a lawsuit or other claim for any matter related to this Agreement or the Services more than 12 months after the date the cause of action arose.

## 10. Workforce

a. DotCom's policy as of the date of this Agreement is to directly employ its therapists and other professional staff performing the Services. There may be scenarios where the use of independent contractors to perform the Services, temporarily or otherwise, is advantageous to you or appropriate for other reasons. Therefore, DotCom reserves the right to assign or subcontract performance of some or all the Services to appropriately credentialed therapists who are not DotCom employees.

b. Relationship to You. You and DotCom agree the relationship of DotCom (together with its individual employees) to you is strictly as your independent contractor. As between you and DotCom, DotCom is responsible for the withholding and other employment-related tax collection obligations for DotCom's employees. Nothing contained in this Agreement shall be construed as creating any agency, partnership or other form of joint enterprise between the parties.

## 11. Monitoring and Evaluation; Limited Warranty

a. DotCom will cooperate with your reasonable requests to monitor or evaluate DotCom's performance of the Services.

b. DOTCOM MAKES NO WARRANTIES EXCEPT FOR THOSE EXPRESSLY PROVIDED IN THIS AGREEMENT. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

## 12. Confidentiality; Intellectual Property

a. DotCom takes the confidentiality of students' information seriously. When DotCom receives or creates student data, including "education records" as defined by regulations issued under the Family Educational Rights and Privacy Act ("FERPA"), DotCom will only use such information in support of providing or improving the Services and will not re-disclose personally identifiable information from such data to third parties in a manner not permitted by the criteria specified in your standard privacy policy for education records (to the extent you have provided DotCom with such policy and it applies to the Services), and will not otherwise use or disclose such data without first

de-identifying it to remove any reasonable basis to identify you or any student as the source. DotCom uses third party software and cloud storage vendors to store electronic information in certain scenarios, and you agree the mere online storage or processing of student data is not a breach of this Section. Notwithstanding anything else in this Agreement to the contrary, DotCom shall be permitted to disclose confidential information to third parties in any and all instances where DotCom becomes aware of actual or threatened self-harm, violence or other similarly harmful situations, in each

case as determined by DotCom in its professional discretion.

b. Required Consents. You represent that your provision of student data to DotCom, and DotCom's use and disclosure of such data as described in paragraph (a) above, is permitted by your privacy policy applicable to education records, including your FERPA- and COPPA-required privacy notices to parents, and that you have obtained and will maintain all parental consents and other disclosures required for you to provide DotCom with, and for DotCom to use and disclose, such student data as provided in this Agreement. As a condition to DotCom providing the Services, you agree you will not change your privacy policies or otherwise agree to restrict or limit your ability to disclose student data in a manner that would interfere with DotCom's ability to provide the Services.

c. HIPAA. DotCom and its school district customers generally are not "covered entities" or "business associates" subject to privacy and security regulations issued under Health Insurance Portability and Accountability Act of 1996, as amended, and you represent to the best of your knowledge that you are not a covered entity or business associate. You will promptly notify DotCom if you learn that you are or expecting to be a covered entity or business associate.

d. References. DotCom may publicly announce the execution of this Agreement with your prior approval and may offer you as a reference and/or use case to its prospective customers and other partners and use your logos and other branding in customer lists, websites, and other materials advertising your use of the Services.

e. Intellectual Property. DotCom is and shall remain the sole and exclusive owner of (i) of any and all creative ideas, designs, developments, inventions, works of authorship, know-how, or work results ("Creations") of DotCom existing prior to the date hereof, (ii) any and all copyrights, patents, trademarks, design rights or registrations, trade secrets, confidential information, or similar intellectual property rights ("IP Rights") owned by DotCom prior to the date hereof and (c) of all Creations and all IP Rights created by or on behalf of DotCom as a result of or related to the Services performed hereunder (subsections (i)-(iii) collectively, "DotCom's IP"). DotCom hereby grants Customer a non-exclusive, royalty-free, non-sublicensable and non-transferable license under DotCom's IP to the extent necessary to enable You to use and receive the full benefit of the Services. No license to any of DotCom's IP, implied or otherwise, is granted hereunder for any use beyond that necessary for Customer to receive the benefit of the Services.

## 13. Governing Law; Waiver of Jury Trial

This Agreement will be governed by and construed in accordance with the laws of the state of



your address provided above. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

## 14. Notices

Notices required or permitted by this Agreement must be written and given to the party at the address specified above by hand delivery, certified mail, return receipt requested, or overnight delivery.

## 15. Severability

If any term of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other term of this Agreement. Upon a determination that any term is invalid or unenforceable, the court shall modify this Agreement to effect the original intent of the Parties as closely as possible to the greatest extent possible.

## 16. Entire Agreement; Other

This Agreement constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this Agreement and shall supersede any prior agreements and discussions, whether written or oral. The content of this contract is to remain confidential. This Agreement benefits solely the parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. Original signatures sent and received electronically (e.g., by email with PDF attached or by DocuSign) are binding.

[Signatures Follow]



THE EFFECTIVE DATE OF THIS AGREEMENT IS THE EXECUTION DATE INDICATED BY YOUR SIGNATURE BELOW.

DOTCOM THERAPY, INC BY:

SIGNATURE: \_\_\_\_\_

NAME: Casey Earp

TITLE: Chief Growth Officer

DATE: \_\_\_\_\_

Springfield Public School District 186 BY:

SIGNATURE: \_\_\_\_\_

NAME: Margaret Thurman

TITLE: Special Education Director

DATE: \_\_\_\_\_



## HOURLY PRICING SCHEDULE

Pricing\* in this proposal is based on caseload size and/or hours provided by you. All staffing and pricing decisions are a reflection of these numbers and adhere to best practices as outlined by state and national professional boards.

If your caseload increases, or decreases, it is your responsibility to alert your Customer Success Manager as soon as possible. Standard contracts will be billed for hours utilized based off of their contracted hourly rate.

Upon implementation of the Service Agreement (SA) changes to your caseload may impact ongoing costs.

<u>Service</u>	<u>*Anticipated FTE</u>	<u>Hourly Rate</u>	<u>Estimated Total Cost</u>
•Occupational Therapy - Hourly	0.16	\$70.00	
Contract Start:			06-09-2021
Contract End:			07-02-2021
OT Cota estimated 21.6 hours			\$1,512
One-Time Onboarding Charge:			Waived
Monthly Maintenance:			\$150
<b>Estimated Total Contract Cost</b>			<b>\$1,662</b>

*\* Our all-inclusive pricing includes dedicated customer support, quality clinical oversight and assurance, and trained teletherapy expert provider partners.*