

DOTCOM THERAPY® MASTER SERVICES AGREEMENT

Customer Name: Southeast Island School District	Date prepared: 5-17-18
Customer Address: P.O. Box 19569; 1010 Sandy Beach Rd. Thorne Bay, AK 99919	Prepared by: ADW



This Agreement is made by DotCom Therapy, LLC, with an address of 134 West Park Central Square Suite 220, Springfield, MO 65806 ("DotCom") and the customer specified above ("you" or "your"), effective as of the date indicated by your signature below.

1. Instructions. Please return by fax or email a signed copy of this Agreement and the attached Service Order for counter-signature by DotCom. A fully-signed copy will be sent back to you for your records. The terms offered under this Agreement will expire if you have not returned a signed copy within 60 days of the "Date prepared" shown above. Thank you and we look forward to being a part of your team!
2. Services. DotCom will provide you with the resources and professional teletherapy services described in mutually agreed written Service Orders attached to this Agreement (the "Services"), using personnel DotCom believes have credentials, qualifications, and skills sufficient to perform the Services. You and DotCom may agree at any time in writing to change existing or to add new Service Orders (e.g., to renew a Service Order for the following school year). Fully-signed Service Orders are incorporated into and form a part of this Agreement.
3. Your Responsibilities. You agree to perform the following tasks and provide the following resources, as a condition to DotCom providing the Services:
 - a. The Services depend on the ability of your staff and students to communicate using off-the-shelf teleconference media 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 will 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.
 - c. You are responsible for the attendance and welfare of students who receive teletherapy at your site through the Services. You will employ, and DotCom will train, a therapy facilitator to operate the Equipment and to implement DotCom's reasonable treatment protocols at your site. 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 will provide evaluation materials to DotCom if specific assessments are requested. You will 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 maintain licensure 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; however, you, not DotCom, are responsible for notifying 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, the Services may be delayed and fees may change.
4. Term and Termination.
 - a. *General*. Each Service Order will specify the begin and end date of the Services provided under the Service Order and will include terms on Service Order renewal and/or re-authorization. This Agreement will continue in effect for as long as any Service Orders remain outstanding unless terminated as provided in subsection (b) below. If there are no Service Orders in effect, then either party may terminate this Agreement at any time effective on at least 30 days' written notice to the other party.
 - b. *Termination*. A party may terminate this Agreement at any time by written notice if the other party fails to remedy a material breach within 15 days' written notice, 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. *Survival.* Sections 7, 8(b), and 10-14 will survive the expiration or termination of this Agreement.

5. Payments.

- a. *Invoicing.* DotCom will invoice you electronically at the email address for invoices provided in the applicable Service Order. DotCom generally accepts ACH and other electronic payment. 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. 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. *Cancellations.* If you or a student cancel or request to re-schedule 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 charge you for the originally scheduled appointment.
- c. *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.

- 6. Professional Liability. DotCom maintains professional liability insurance with minimum coverage limits of \$2,000,000 per claim, \$2,000,000 in aggregate.

7. Limitations 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.* The parties will first attempt to resolve any dispute related to this Agreement or the Services by good faith mutual discussions. Neither party will begin a lawsuit for any matter related to this Agreement or the Services more than twelve (12) months after the date the cause of action arose. If a lawsuit is begun, the prevailing party may recover its attorney fees and costs from the other party.

8. Work Force.

- a. *General.* 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 of the Services to appropriately credentialed therapists who are not DotCom employees. DotCom will notify you reasonably in advance of when any such change takes effect.
- b. *Relationship to You.* DotCom agrees the relationship of DotCom (together with its individual employees) to you is strictly as your independent contractor. As between you and DotCom, DotCom is be responsible for the withholding and other employment-related tax collection obligations for DotCom's employees.

- 9. Monitoring and Evaluation. DotCom will cooperate with your reasonable requests to monitor or evaluate DotCom's performance of the Services.

10. Confidentiality.

- a. *General.* 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.

- 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.

11. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of your address provided above.
12. 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. Invoices may be delivered electronically to the address provided above.
13. Severability. If any provision of this Agreement is held to be unenforceable and severable from this Agreement, no such severability will be effective if it materially changes the economic benefit of this Agreement to either party.
14. Entire Agreement. This Service Agreement constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this Service Agreement. The content of this contract is to remain confidential. Original signatures sent and received electronically (e.g., by email with PDF attached or by DocuSign) are binding.

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

DOTCOM THERAPY, LLC

By:

Name: Elise Mitchell, M.S. CCC-SLP

Title: Executive Director

Date:

Southeast Island School District

By:

Name: Janet Stout

Title: Special Education Coordinator

Date:



1. Services. DotCom will assign you licensed therapists to perform the billable Services described in the table below.

SERVICES DESCRIPTION
<ul style="list-style-type: none"> • Direct speech and language teletherapy and related documentation, based on individual student evaluations and planned intervention goals on the individual education plan (IEP), plus supervision of your speech paraprofessionals when requested. • Consultative speech and language teletherapy, based on individual student evaluations and planned IEP intervention goals. • Complete observations, screenings, and evaluations of referred students through teletherapy, and provide written reports on request as required by your established special education procedures. • Develop IEPs for the school year, based on students' identified needs for services. • Attend parent conferences, team meetings, IEP conferences, and other student-related meetings as needed to explain evaluation results, therapy services, and to develop IEPs. • Initial student setup, such as review of records and scheduling sessions consistent with IEP requirements.

DotCom support staff will also provide you with non-billable services such as onboarding your organization, facilitator training, and on-demand support to ensure service excellence.

2. Pricing. DotCom has two payment plan options, described in more detail in the table below. Please indicate your desired payment plan option by checking the box where indicated in the table. The STANDARD Plan will apply if no box is checked.

PREMIER PLAN	STANDARD PLAN
<p>0.5 FTE @ \$73 per hour</p> <p>Cost per month: \$4736.89</p> <p>(per day cost for 146 instructional days/8 months)</p> <p>2.67% discount from STANDARD Plan</p> <p>Desired Service Start Date: 9-4-18</p> <p>End Date: 5-31-19</p>	<p>@ \$75 per FTE hour</p> <p>Cost per month: Variable based on calendar</p> <p>Desired Service Start Date: 9-4-18</p> <p>End Date: 5-31-19</p>
<p><u>Staffing</u>. DotCom will assign you the number of FTEs identified above to perform the Services. Services will begin on the Start Date and end on the End Date. To allow for state-specific license acquisition, notwithstanding the foregoing you agree DotCom will have at least 30 days after this Service Order is fully signed to staff therapists to your account.</p>	<p><u>Staffing</u>. Subject to availability, DotCom will provide you with licensed therapists to perform the Services on an hourly basis at the hourly rate indicated above. To begin the Services, you agree to inform DotCom in writing of the number of FTEs you require, the expected begin and end date of service, and other pertinent data DotCom may request. DotCom will then have up to 30 days to assign you FTEs to perform the Services.</p>
<p><u>Invoicing</u>. DotCom will bill you in advance for each month of Services. If for 4 consecutive weeks your utilization of the Services exceeds 110% of the FTEs listed in this Service Order, then DotCom will have ability to adjust your monthly rate to reflect your actual Services utilization based on such 4-week period.</p>	<p><u>Invoicing</u>. DotCom will bill you for the Services on the 5th day of each month, in arrears. You agree to pay all amounts due to DotCom within 30 days of invoicing. If you pay an invoiced amount within 10 days of receipt, DotCom will credit you 2% of the invoiced amount. DotCom reserves the right to require payment in advance for monthly Services if an overdue balance exists or if there is a pattern of late payment activity.</p>
<p><u>Term</u>. The term of this Service Order will be from the Start Date to the End Date, indicated above. You may terminate this Service Order early by written notice to DotCom and an early termination fee will be due. The early termination fee is 1/2 of the total monthly fees that would otherwise be due for the remainder of the Service Order term.</p>	<p><u>Term</u>. The term of this Service Order will be from the Start Date to the End Date. You may not terminate this Service Order before the End Date except due to a material breach by DotCom. If you request DotCom to provide you with FTEs but do not use the FTEs, you may still be obligated to pay for the unused FTE time in DotCom's discretion.</p>
<p>ACTUAL SCHOOL YEAR COST \$42,632.00</p>	<p>PROJECTED SCHOOL YEAR COST \$43,800.00</p>
<p><input checked="" type="checkbox"/> Yes, PREMIER Plan Selected</p>	<p><input type="checkbox"/> Yes, STANDARD Plan Selected</p>



Definition of "FTE". For purposes of this Service Order, FTE means a "full-time therapist equivalent" expressed in terms of a number of hours. One (1) FTE is equal to 40 hours per week.

Comments. You understand DotCom is relying on your commitment to use the number of FTEs shown in this Service Order when mobilizing and assigning its therapists to your account. If your actual utilization of the Services is less than the number of FTEs shown in the table above, you agree DotCom may reassign therapists or reallocate FTE hours from you to its other customers, in its sole discretion and without terminating this Agreement, by informing you at least one week in advance of the change.

3. **General**. This Service Order is incorporated into and forms a part of the Agreement between you and DotCom, entered into as of the date indicated above. Capitalized terms used but not defined in this Service Order will have the meaning given in the Agreement. If there is an inconsistency between the terms of the Agreement and the terms of this Service Order, the terms of the Agreement will supersede the terms of the Service Order unless a different result is specified in the Service Order. Original signatures sent and received electronically (e.g., by email with PDF attached or by DocuSign) are binding.

DOTCOM THERAPY, LLC

By:

Name: Elise Mitchell, M.S. CCC-SLP

Title: Executive Director

Date:

Southeast Island School District

By:

Name: Janet Stout

Title: Special Education Coordinator

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