

**SCHOOLMED, MENTAL HEALTH SERVICES  
COOPERATIVE AGREEMENT  
between  
Lake Wales Charter School and  
Goodside Health**

This Cooperative Agreement is agreed and entered by and between the Lake Wales Charter School (“*District*”) and Goodside Health (“*Company*”) collectively (“*Parties*”) and is effective upon full execution.

**RECITALS**

WHEREAS Company wishes to provide mental health screening, programs, and services on District’s campuses, which include, but are not limited to, in-school telehealth with capabilities to conduct virtual mental health screenings, virtual mental health consultations, virtual mental health therapeutic intervention, and in collaboration with District, crisis response and safety planning as determined by Company (“*SchoolMed*”); and

WHEREAS District recognizes and appreciates the benefits to be derived from providing such services;

NOW THEREFORE, Company and District agree as follows:

**AGREEMENT**

**Section 1. Company Services.** The Company will provide the services described in Section 4.1, subject to the terms and conditions in the Agreement, including the following provisions:

1.1 Company’s services are not intended to be provided on an emergency care basis. Company does not guarantee that its providers will be available within any particular time frame, and District shall not rely on the availability of any providers provided by Company during any specified time frame or for any instance. To the extent an individual requires emergency assistance, District shall follow its own protocols and procedures to provide such emergency assistance and shall not rely on Company for the provision of any emergency assistance.

1.2 Company will provide services to individuals who opt-in to receive such services by completing the registration process and any forms requested by the Company.

1.3 The District will work with Company as needed to update the Scope of Practice provided under the SchoolMed program over time. Both Parties acknowledge and agree that telemedicine may not always be the appropriate form of treatment and as a result, Company’s medical and/or mental health providers may, at their sole medical discretion, refuse service to any prospective patient.

1.4 Company will provide virtual and/or in-person training for the school nurse, professional school counselor, and/or, care deliverer, as deemed appropriate by Company.

1.5 Company shall have the right to bill a patient’s insurance provider, where applicable, for services provided through the SchoolMed program, as deemed appropriate by the applicable medical/mental health provider.

1.6 Company will provide the following under the SchoolMed Program; age appropriate mental health screenings (universal and/or surveillance based on need) for students in grades K-12 who have consented, mental health consultation and/or triage, if deemed necessary provide mental health

therapeutic visits that consist of the first visit an intake/evaluation/diagnosis and eight (8) mental health therapy visits, crisis response and/or safety planning in collaboration with the District. The crisis response services are not intended to eliminate, replicate, and/or duplicate the District's existing crisis response protocol and/or plan, but the support of where it is appropriate for the Company to intervene in the event of a student who is in a mental health crisis (harm to self-and/or harm to others).

**Section 2. Term of Agreement.** This Agreement shall commence in March 2023 and end on June 30, 2024 (the "**Initial Term**"). Provided that the Agreement is still in effect, this Agreement shall automatically renew for additional two (2) year periods commencing at the expiration of the Initial Term or any renewal term, as applicable, and upon the same terms and provisions set forth herein. Either Party has the option to provide written notice of non-renewal at least 30 days prior to the expiration of the Initial Term or any renewal term (collectively, the "**Term**").

**Section 3. Funding.** The District will pay the Company up to, but not exceed \$50,000.00. For all students who have consent to receive services the Company will provide a mental health screening, teletherapy, and/or crisis response funded by the District. For ongoing care, the Company will process payment for services provided pursuant to the SchoolMed program by billing the patient's insurance provider when applicable. Health insurance plans vary greatly from patient to patient and any out-of-pocket expenses will be the responsibility of the patient, or the patient's parents or guardians, as applicable. Both Parties acknowledge and agree Company has no control over legislative, governmental, supplier, or insurance changes within healthcare.

**Section 4. Services.** The Scope of Practice pursuant to the SchoolMed program shall occur as follows:

4.1 Company agrees to provide the following services:

(a) Provide school-based mental health telemedicine services to students in the District from whom consent for the program has been received by the parent/caregiver.

(b) iPad and all appropriate software; and

4.2 District agrees to provide the following:

(a) Commit to the implementation of the SchoolMed, Mental Health program across the District.

(b) Partner with the Company to ensure that students whose parents/caregivers have consented to, or wish to consent to, the SchoolMed Mental Health services program are available to receive the services. District shall integrate Company's consent form with its online student enrollment system (i.e., SIS) as soon as reasonably possible, but in no event later than the beginning of early online student enrollment for upcoming school year.

(c) Market the information required for parents/caregivers of students to provide consent for SchoolMed by utilizing various platforms, such as social media, direct parent emails, and other applicable district communication methods. District shall regularly provide student consent information to the Company using an SFTP site.

(d) Provide qualified school nurses, professional school counselors, and/or care deliverers on-site to facilitate access to and performance of Company's services.

- (e) Commit to utilize Company as its exclusive partner for the provision of telemedicine services.
- (f) Provide high speed internet access at all District schools where the program will be implemented.
- (g) Provide patients with private HIPAA-compliant location(s) for their care.
- (h) Direct District leadership to conduct semiannual partner business review meetings at or around the end of each semester.

The provisions of this Agreement apply to services provided by the Company on all District campuses and facilities.

**Section 5. Supervision.** Instruction and oversight of the SchoolMed program shall be under the direction and responsibility of Company. Company agrees to secure necessary forms, signed by parent/guardian when applicable, for students and staff who wish to consent to the receipt of the services. Any District personnel performing SchoolMed tasks must be trained and pass a competency assessment administered by the Company prior to commencing any tasks.

**Section 6. Termination of Contract.** This Agreement may be terminated by either Party (i) by providing the other party with written notice of non-renewal at least 30 days prior to the expiration of the Term, as provided in Section 2.

**Section 7. Compliance with Laws.** This Agreement shall be governed by the laws of the State of Florida. Company agrees to abide by all district policies, directives, and guidelines, local ordinances and state and federal laws in the provision of its services, activities or programs to the District, including but not limited to, the Americans with Disabilities Act, 42 USC §12111, et seq., 29 CFR §130.1, et seq.; Section 504 of the 1973 Rehabilitation Act, 34 CFR §104.1, et seq.; the Family Educational Rights and Privacy Act, 20 USC §1232g, et. seq., 34 CFR §99.1, et seq.; Title IX of the Education Amendments of 1972, 20 USC §1681 et seq., 34 CFR §106.1 et seq.

**Section 8. Hold Harmless Agreement.** The Parties agree that Company is an independent company and shall be solely responsible for payment of its employees and independent contracts. Company shall provide, if required by state law, workers' compensation, and liability insurance necessary to protect itself from liability for injuries or damages. Further, Company shall be solely responsible for the withholding and/or payment of any employment-related taxes or contributions imposed by any federal, state, or local governmental entity. The Company agrees to hold the District harmless from all liability that the District may incur, including without limitation, damages of every kind and nature, out-of-pocket costs, and legal expenses, incurred by reason of the Company's gross negligence or breach of this Agreement; provided, however, Company shall not hold District harmless for any liability resulting from District's own gross negligence or willful misconduct. The Parties agree to hold the other Party harmless from all liability to a third party that the other may incur, including direct damages, out-of-pocket costs, and legal expenses, incurred by reason of the other Party's gross negligence; provided, however, a Party shall not hold the other Party harmless for any third-party liability resulting from such other Party's own gross negligence or willful misconduct.

**Section 9. Indemnification.** Company shall indemnify the District from and against all Claims asserted by third parties or Company Persons against the District arising out of the services performed by Company Persons under this Agreement. For purposes of this provision: (i) "**Claims**" shall include any and all claims, suits, complaints, and proceedings of any kind or character, including, but not

limited to, claims concerning property, personal injury or death, infringement of intellectual property, unlawful disclosure of confidential or protected information, or violation of statutes or regulations, arising in whole or part from or related in any way to the services being provided or to be provided by Company under this Agreement; (ii) “*Company Persons*” shall include any and all Company employees, officers, directors, and volunteers under the supervision of the Company; and (iii) “*District*” shall include District and its workers, officers, and other Board members, representatives, and agents. If District receives notice or assertion of a Claim asserted against it by a third party, for which Company is obligated to indemnify District under this Agreement, District shall have Company reasonably prompt written notice thereof. Company shall have the right to participate in or assume the defense of any such third party Claim, and District shall cooperate in good faith in such defense. In the event Company assumed the defense of any such third-party Claim, it shall have the right to take such action as it deems necessary to avoid, dispute, defend, appeal, or make counterclaims pertaining to any such third party Claim in the name and on behalf of District.

**Section 10. Confidentiality and Data Sharing.** Company shall maintain strict confidentiality of all information, data, or records relating to students of the District and shall not disclose student information. Company recognizes that completion of the Data Sharing Agreement included herein as Addendum A (“*Data Sharing Agreement*”) is required if the Company is utilizing individual student data for any purpose, including research, individual student tracking for program delivery, or program analysis and/or evaluation. Notwithstanding anything to the contrary in the Agreement, the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and 164, subparts A and E (the “*Privacy Standards*”), the Security Standards , 45 C.F.R. Part 160, 162 and 164 (the “*Security Standards*”), promulgated under the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191 (“*HIPAA*”), the Health Information Technology for Economic and Clinical Health Act provisions in Title XIII of the American Recovery and Reinvestment Act (“*HITECH*”), and any other federal, state, or local law which governs patient information (all federal and state statutes referenced herein, collectively, “*Privacy Regulations*”), when applicable, shall control over the terms of this Agreement with regard to Company providing information to the District regarding any person. See Data Sharing Agreement for additional data sharing terms.

**Section 11. Assignment.** Company may assign this Agreement to an affiliated entity

**Section 12. Written Notices.** Any changes to this Agreement must be completed in writing to the below addresses.

If to the Company:

Attention: Brian White, Manager  
Address: 1701 River Run, Suite 302, Fort Worth, Texas 76107  
Email: [bw@goodsidehealth.com](mailto:bw@goodsidehealth.com)

**If to the District:**

Attention (Name & Title): \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the later of the dates set forth below.

**DISTRICT:**

Lake Wales Charter School

\_\_\_\_\_  
Printed Name of Authorized Agent

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**COMPANY:**

[Goodside Health]

Brian White  
\_\_\_\_\_  
Printed Name of Authorized Agent

\_\_\_\_\_  
Signature

Manager  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

