

Contractor Name: Hazel Health, Inc. and Telehealth Services USA D/B/A Hazel Health Services
Contractor Address: 8300 Esters Blvd Suite 900, Irving, TX 75063

This contract entered into by Hazel Health, Inc. and Telehealth Services USA D/B/A Hazel Health Services hereinafter called the "Contractor" and Amherst County Public Schools, hereinafter called the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide the goods/services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From date of execution through June 30, 2026, and renewable in accordance with Section 3.1 of RFP #16527.

The contract documents shall consist of:

- (1) This signed form;
- (2) The attached purchasing description, which consists of:
 - a) The Scope of Services, and/or item description,
 - b) The Pricing Schedule,
 - c) The General Terms and Conditions,
 - d) The Special Terms and Conditions.
- (3) RFP # 16527
- (4) Hazel Health, Inc. Proposal

Document obtained by
Restoration-News.com

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR: Hazel Health, Inc.	PURCHASING AGENCY: Amherst County Public Schools
BY: 	BY: 
PRINTED NAME: Andrew Post	PRINTED NAME: Dr. William Wells
TITLE: President	TITLE: Superintendent
Address: 8300 Esters Boulevard, Ste. 900, Irving, TX 75063	
DATE: 10/2/2025	DATE: 
CONTRACTOR: TELEHEALTH SERVICES USA D/B/A HAZEL HEALTH SERVICES	

BY: <i>Brijit Reis</i>	
NAME: BRIJIT REIS, M.D.	
TITLE: PRESIDENT	
ADDRESS: 1390 Market St., Ste. 200, San Francisco, CA 94102	
DATE: 10/2/2025	

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

I. PURPOSE:

Document obtained by
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The purpose of this agreement is for Amherst County Schools to establish a one-year, renewable contract with Hazel Health, Inc. based on RFP # 16527 for The Provision of School-Based Mental Health Services with the Modality of Telehealth.

II. SCOPE OF SERVICES:

The Contractor shall:

Note: Funds cannot be used for any treatment other than school-based mental health services with the modality of telehealth.

1. Establish a partnership between a community-based mental health provider (public or private) to offer:
 - A. offer mental health assessments, screening, and services to students and their family/caregivers.
 - B. promote continued access to mental telehealth, services may also occur outside the main school setting in areas such as school-based health clinics and the student's home.
 - C. ensure that services provided, if appropriate, include early intervention or prevention mental health services.
 - D. ensure that services provided are evidence-based and/or informed practices for students and family (when relevant).
2. Contractor shall provide mental health assessment and services to eligible students. According to Amherst County Public Schools procedures, the contract shall:
 - A. Provide a telehealth assessment of the student by a Licensed Mental Health Professional (LMHP) to identify the student's clinical needs, diagnosis and service requirements.
 - B. Define individualized treatment goals collaboratively between the referred family and student, the educational program and the qualified provider.
 - C. Students will receive concurrent mental health treatment and support as found appropriate by the clinical staff to include behavioral techniques and interventions, peer relational interventions, family support, etc.
 - D. Coordinate with Amherst County Public Schools, parents and the case management agency or primary healthcare provider to transition the student appropriate mental health services.
 - E. Continually reassess to determine if the student is receiving the appropriate level of mental health services and that progress is being made towards the goals developed for the individual student.
 - F. Collaborate with Amherst County Public Schools personnel to minimize the loss of instructional time and disruption of the educational environment.
 - G. Fully integrate with the Amherst County Public Schools staff, with the identified school(s)

- H. Provide telehealth services in the defined space for contactor to provide therapeutic services within the school.
 - I. Therapeutic services will be conducted as defined by each student's individual education plan (IEP), where applicable.
 - J. Assist Amherst County Public School staff with IEP development, as requested by school-based administration.
 - K. Meet with designated treatment team as requested and provide regular updates of service progress.
 - L. Maintain the confidentiality of any assignment-related information.
3. The successful offeror(s) will provide qualified and licensed personnel to provide psychotherapeutic interventions combined with education, mental health treatment and other services as follows:
- A. Development of treatment goals and objectives by a QMHP or LMHP
 - B. Individual counseling/therapy (through telehealth)
 - C. Group therapeutic activities (through telehealth)
 - D. Crisis intervention and de-escalation (through telehealth)
 - E. Behavior modification and behavior management (through telehealth)
 - F. Cooperation with school staff concerning school policies and individual classroom management
 - G. Evaluation, medication education and coordination of medication management services when clinically appropriate
 - H. Opportunities to learn and use daily living skills and to enhance social and interpersonal skills (e.g. problem-solving, anger management, community responsibility, increased impulse control and appropriate peer relations).
 - I. Therapeutic recreation and socialization activities (telehealth)
 - J. Family support services through effective communication, to include family or parent therapy if clinically appropriate
 - K. Services will be provided by at least a QMHP and under the supervision of an LMHP
 - L. In the event of a mental health emergency or when the QMHP/LMHP assesses the student to need additional services outside of the school setting, they will assist the parent with obtaining services by providing a list of providers or making referrals with the consent of the parent.
 - M. The frequency intensity and duration of services will be individually determined and will be implemented as defined according to each client's specified treatment needs, goals and

objectives.

4. Additional Contract Requirements

- A. Contractor is responsible for properly handling and safeguarding any student data provided to them by Amherst County Public Schools including adherence to FERPA, HIPPPA and all other applicable laws.
- B. Contractor shall conform to all school policies in the delivery of their services or programmatic operating hours which can vary depending on student needs and family availability.
- C. Contractor shall provide monthly progress reports to school officials, including treatment plan updates and other related information.
- D. Contractor shall establish regular operating procedures with the school principal, including communication practices with teachers, protocol for management of students, periodic meetings and routine clarification of roles.

METHOD OF PAYMENT: Payment: Amherst County Public Schools will make payments, in accordance with the Prompt Pay Act after receipt and acceptance of goods/services and an accurate invoice. Payment will be made thirty (30) days after receipt of an accurate invoice. No interest, late charges, or attorney fees will be paid under any circumstances by Amherst County Public Schools.

BILLING AND COLLECTION. Except to the extent inconsistent with federal or state law, Hazel Health and its Physician or Professionals shall have the right to bill and collect for the Services solely and exclusively from third party health plans, governmental medical agencies, and other financially-responsible parties.

- A. Invoices - All invoices must include the unique contract and/or purchase order number. Failure to include required elements from the invoices may result in the invoice being returned for correction. The Contractor shall submit their invoice to the following address by the 10th day of the month following the month in which services were rendered. Invoices shall be sent to:

Amherst County
 Public Schools
 153 Washington
 Street
 PO Box 1257
 Amherst, VA 24521

If transmitting an invoice through an email system, the document needs to be sent to: dmsmith@amherst.k12.va.us

III. PRICING SCHEDULE:

Description of Goods/Services	Qty	Unit Cost	Unit Measure	Est. Extended
Program Services and Implementation	3,800	\$9.00	Per year	\$34,200.00

Total Estimated Contract Amount \$34,200.00

IV. GENERAL TERMS AND CONDITIONS:

- A. **AVAILABILITY OF FUNDS:** This contract is conditioned upon appropriation and availability of funds

from year to year. If sufficient appropriation and funding is not available, in the sole judgment of the Schools, the Schools may terminate the contract without penalty, cost, or damage payment.

- B. **INSURANCE:** The contractor shall secure and provide insurance in at least the following amounts:
 - a. General Liability Insurance: \$1,000,000 occurrence limit, \$2,000,000 general aggregate,
 - b. Professional Liability (if appropriate): \$1,000,000 occurrence limit, \$2,000,000 aggregate, and The contractor shall have the Schools added as an additional insured.

- C. **EMPLOYMENT DISCRIMINATION:** During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to provide a drug-free workplace for the contractor's employees.

- E. **NONDISCRIMINATION STATEMENT:** In accordance with the Code of Virginia §2.2-4310 and §2.2-4343.1, this public body does not discriminate against faith-based organizations or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

- F. **LICENSE:** If contractor is a business or profession required to be licensed by the Commonwealth of Virginia, you must provide your state contractor's or professional certificate number.

- G. **STANDARDS OF CONTRACT:** The Schools reserve the right to cancel and terminate a contract at any time, with written notice, without penalty, for unsatisfactory product quality and/or service on the part of the contract holder, in the sole judgment of the Schools, or when the Schools determine the cancellation to be in the best interests of the Schools. Repeated delayed or partial deliveries and returns for inadequate, damaged, or spoiled products shall be interpreted as failure to meet contractual obligations and may cause cancellation of the contract. Upon receipt of notice of termination, the contractor shall cease all deliveries or services unless advised by the Schools to do otherwise. In the event of termination, the contractor shall be compensated for those deliveries or services provided to the satisfaction of the Schools as of the date of termination.

- H. **APPLICABLE LAWS AND VENUE:** Any contract resulting from any solicitation shall be governed by the laws of the Commonwealth of Virginia. Venue for any litigation arising from a solicitation or resulting contract shall be proper only in Amherst County General District Court or Amherst County Circuit Court, both located in Amherst, Virginia. The Schools do not agree to arbitration.

- I. **TAXES:** The Schools are tax exempt and will not contract to pay taxes. Any such provision is void and

not accepted.

- J. **COMPLIANCE WITH LAWS:** The contractor shall comply with all applicable federal, state and local laws.
- K. **CLAIM OF BREACH:** In the event contractor alleges or claims that the Schools are in breach of any provision of the contract the contractor shall first give notice of the claimed breach to the Schools in writing with all details. Copy of the claim shall be sent to the law offices of Overbey, Hawkins & Wright, PLLC, P. O. 38, Rustburg, Virginia 24588, attention Frank A. Wright, Jr. The Schools shall have thirty (30) days to correct any non-performance without penalty. If no agreement is reached or non-performance/breach continues after 30 days from receipt of the written notice the Claim Procedure set out herein shall be followed. Failure to follow the terms hereof shall result in waiver and release of the claim by contractor.
- L. **CLAIMS PROCEDURE:** Contractual claims must be submitted to the Schools in writing no later than ten (10) days after the time of occurrence of events upon which the claim is based. The claim shall state that it is a formal claim and provide all facts or justifications with supporting documentation. The Schools will consider all facts provided to it in a format established by the Schools and render a decision within sixty (60) days of receipt of the claim. Failure to act by the Schools shall operate to relieve the contractor from the claims procedure and allow the contractor to file suit for relief.
- M. **SEVERABILITY:** In the event that any provision of this document shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire contract but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding, and in full force and effect.
- N. **REQUIRED TERMS:** The terms herein are required to be a part of any contract with the Schools. Any contractor who receives this document and chooses to offer goods or services agrees to be bound by these terms. Any term of any contract that attempts to in any way modify any term hereof is void and of no effect unless approved by the School's attorney.
- O. **ILLEGAL ALIEN EMPLOYMENT:** In accepting this order or entering into this contract, the contractor certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.
- P. **INTERPRETATION:** Where the terms of this Attachment A conflict with the terms of the underlying contract, contractor and the Schools agree that the terms of this Attachment A shall control.
- Q. **NO INDEMNIFICATION:** The Schools do not have the authority under Virginia law to enter into any indemnification or hold harmless agreement or provision, and any provision or term in any contract that provides for the Schools' indemnification or holding harmless of contractor or any other entity is void and of no effect.
- R. **PAYMENT TERMS:** Unless otherwise provided in the solicitation, payment will be made thirty (30) days after receipt of a proper invoice, or thirty (30) days after receipt of all goods or acceptance or work, whichever is later. No interest, late charges, or attorney fees will be paid under any circumstances by the Schools.
- S. **CHANGES TO THE CONTRACT:**
- a. During performance of the contract, the parties may agree to modify the scope of the contract. Any

increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

- b. The Schools may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract may include, but are not limited to, services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Schools a credit for any savings. Said compensation shall be determined by written mutual agreement between the parties.
- c. No modification for a fixed price contract may be increased without the advance written approval of the Schools.

T. RULES OF CONDUCT FOR OUTSIDE CONTRACTORS:

- a. Use of Schools Premises: The following rules and regulations apply to Contractors' use of Schools premises:
 - i. Alcoholic beverages are not permitted on Schools property.
 - ii. Smoking and other use of tobacco are not permitted on Schools property.
 - iii. Gambling is not permitted on Schools property.
 - iv. Offensive or inappropriate clothing is prohibited.
 - v. All inappropriate behavior is prohibited.
 - vi. Prior approval must be given by the Schools for signs, banners or pennants to be erected on Schools property, however the Contractor shall be permitted customary construction signage at the construction site.
 - vii. All applicable local, state and federal laws, regulations and licensing requirements must be followed.
- b. Sex Offender Registry Notification: The Contractor shall not send any employee or agent who is a registered sex offender to any Schools building or Schools property. The Contractor shall be responsible for screening employees with the Virginia State Police registry or any other Virginia state law enforcement authorities necessary to comply with this provision.

U. COMMONWEALTH OF VIRGINIA BUSINESS TRANSACTIONS: All Contractors organized, licensed or authorized to transact business or perform the contract contemplated in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Virginia Code, or any other provision of the Code, must include in their proposals the identification number issued to it by the State Corporation Commission and a copy of any license. Any Contractor that is not required to be authorized or licensed to transact business or perform this contract in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its proposal a statement describing why the Contractor is not required to be so authorized or licensed.

V. CONTRACT FORMATION: The Contractor or successful bidder or offeror agrees to sign a contract drafted or approved by the Schools Attorney. In the event no such contract is signed, the terms and conditions of all specifications, plans, and documents of the Request for Proposal or Bid and all terms herein, shall constitute the terms of the contract and no provision of any response, proposal, or other agreement may vary or alter the same unless agreed in writing and approved by the Schools Attorney. No provision of any other contract document may waive this provision unless expressly so stated and signed by the parties.

W. MODIFICATION: Any term or provision submitted as part of your response that in any way attempts to change or modify the term of the contract documents or these contract terms, conditions, and instructions shall be ineffectual, null and void. In addition, the Schools may declare a proposal that attempts to do so unresponsive and disqualified, in its sole discretion. In lieu of declaring the proposal or response disqualified, the Schools shall consider the modifications null and of no effect.

- X. **ASSIGNMENT:** The Contractor shall not assign this contract without the prior written consent of the Schools.
- Y. **COSTS AND FEES:** In the event of any breach of contract, negligence, or other claim or cause of action that may arise against the Contractor, said Contractor shall be responsible for all attorney fees, accountant fees, expert witness or consultant fees, court costs, per diem, expense, traveling and transportation expense, or other costs or expense arising out of or pertaining to the performance of the work, contract, or agreement, by Contractor and any resulting claim, suit, arbitration, mediation, investigation, testing, preparation, or action.
- Z. **TERMINATION FOR CONVENIENCE:** The Schools reserve the right to terminate this Contract for convenience, with or without cause, by giving 30 days' written notice to Contractor. Such decision to terminate shall be in the sole discretion of the Schools.
- AA. **FIREARMS PROHIBITED:** Contractor acknowledges and agrees that both state law and school board policy prohibit Contractor and Contractor's employees, officers, representatives, invitees, and agents from possessing, transporting, and/or using firearms on school property. Contractor agrees to ensure compliance with state law and school board policy pertaining to possessing, transporting, and/or using firearms on school property by Contractor's employees, officers, representatives, invitees, and agents.

V. SPECIAL TERMS AND CONDITIONS:

- A. **ACCESS:** Amherst County Public Schools shall have access to all documentation related to the treatment of students enrolled in Amherst County Public Schools. Any requested documentation will be utilized by appropriate school division staff and maintained as a part of the educational record under FERPA.
- B. **RENEWAL OF CONTRACT:** It is the intention of Amherst County to award one or more (1) year contract with the option of four (4) annual renewals available upon mutual agreement of both parties. Maximum contract length is five (5) years. All pricing will fixed at the prices listed in the pricing schedule of this document for all renewal periods.
- C. **DEVICES:** All necessary technology will be provided by the contractor including iPads and stands, headphones, privacy screens as needed for all ten (10) Amherst County Public Schools.

Electronic Record of Contracts

This document was generated as a record of certain contracts created, accepted and stored electronically.



Summary of Contracts

This document contains the following contracts.

Title	ID
Behavioral Health MSA (Amherst Co Public Schools and Hazel)	93eb62f5-8a81-4ee1-89e1-643548f67b16

Contracts signed by:

Andrew Post	Signer ID: 9516332e-c097-4cda-aa4b-1d1c801fbbd9
	Email: andrew@hazel.co
Date / Time:	Oct 2, 2025 at 12:30 PM EDT
IP Address:	75.18.118.82
User Agent:	Mozilla/5.0 (Macintosh; Intel Mac OS X 10_15_7) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/140.0.0.0 Safari/537.36

Brit Reis	Signer ID: 99a9331c-27eb-4ffb-a929-f1ec13980601
	Email: britreis@hazel.co
Date / Time:	Oct 2, 2025 at 12:46 PM EDT
IP Address:	76.173.180.129
User Agent:	Mozilla/5.0 (Macintosh; Intel Mac OS X 10_15_7) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/140.0.0.0 Safari/537.36