

Kenton County School District | *It's about ALL kids.*

# Issue Paper

**DATE:**

March 19, 2025

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve the contract agreement with MindWise Innovations (Riverside Community Care) and the Kenton County School District for the 2025-2026 school year.

**APPLICABLE BOARD POLICY:**

01.1 - Legal Status of the Board

**HISTORY/BACKGROUND:**

KRS 156.095 requires that all students in grades six through twelve receive suicide prevention information before September 15 of each year and again by January 15th of each year. Signs of Suicide curriculum will help fulfill this requirement.

Signs of Suicide is an evidence-based youth suicide prevention program that has demonstrated an improvement in students' knowledge and adaptive attitudes about suicide risk and depression. Designed for grades 6-12, SOS teaches students how to identify signs of depression and suicide in themselves and their peers, while providing materials that support school professionals, parents, and communities in recognizing at-risk students and taking appropriate action.

**FISCAL/BUDGETARY IMPACT:**

\$3,500 (Title IV)

**RECOMMENDATION:**

Approve the contract agreement with MindWise Innovation (Riverside Community Care) and the Kenton County School District for the 2025-2026 school year.

**CONTACT PERSON:**

Karen Hendrix, Director of District Wide Programs

  
Principal/Administrator

  
District Administrator

  
Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.  
Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.



**MindWise Innovations**  
*A Service of Riverside Community Care*  
**Scope of Work (SOW)**

**For Kenton County School District**

**Contract Term: July 1, 2025-June 30, 2026**

**Licenses:**

**\$3,500**

MindWise offers a wealth of engaging, interactive trainings designed to help your teams communicate and collaborate in a psychologically safe setting.

***SOS Signs of Suicide for Students \$500 / Year / School***

SOS Signs of Suicide is an evidence-based youth suicide prevention program that has demonstrated an improvement in students' knowledge and adaptive attitudes about suicide risk and depression.

Designed for grades 6-12, SOS teaches students how to identify signs of depression and suicide in themselves and their peers, while providing materials that support school professionals, parents, and communities in recognizing at-risk students and taking appropriate action.

An annual middle or high school license includes:

- Our SOS Quick-Start Guide, designed to help administrators quickly and easily deploy SOS within their classrooms
- SOS educational videos, as well as refresher videos for continual reinforcement of program
- Supplemental lesson plans, reinforcement materials, and multi-year deployment recommendations
- Brief Screen for Adolescent Depression
- Multi-lingual parent and caregiver engagement materials

**Invoicing and Payment:**

All invoicing will be based on the work outlined below:

Licenses:                      \$3,500

**Total:                      \$3,500.00**

1. Invoices will be emailed to:

Janeal Mieczkowski  
Kenton County School District  
1055 Eaton Drive  
Fort Wright, KY 41017  
[janeal.mieczkowski@kenton.kyschools.us](mailto:janeal.mieczkowski@kenton.kyschools.us)

2. Payments are to be made in full within 30 days of date of invoice.
3. All Payments and Billing Inquires should be directed to:

MindWise Innovations  
270 Bridge Street, Suite 301  
Dedham, MA 02026  
781-239-0071

**MindWise Innovations**  
*A Service of Riverside Community Care*  
**Consulting, License, and Training Agreement**

**Contractual Terms**

This MindWise Innovations Consulting, License, and Training Agreement (this "Agreement") is made as of **April 15, 2025** (the "Effective Date") by and between MindWise Innovations, a program of Riverside Community Care, Inc. ("MindWise"), and **Kenton County School District** ("Customer") governing Customer's access to and use of the Services (as defined herein). MindWise and Customer are each referred to herein as a "Party" and, collectively, as the "Parties."

**1. License Grant; Restrictions (if included in Scope of Work)**

1.1 License Grant. Subject to Customer's compliance with the terms and conditions of this Agreement, MindWise hereby grants to Customer the limited, non-exclusive, revocable, non-transferrable, non-sublicenseable right and license during the Term (as defined herein) to access and use the Services solely for the personal use of Customer's Authorized Users (as defined herein) as expressly set forth in Scope of Work.

1.2 Restrictions. Except for the limited rights to use the Services as expressly provided herein, nothing in this Agreement or any course of dealing in connection herewith grants or implies to Customer, its Authorized Users or any other third party any license or other right, in whole or in part, to: (i) sell, rent, lease, sublicense or otherwise transfer or distribute the Services (in whole or in part) or any copies thereof; (ii) modify, translate, reverse engineer, reverse assemble, reverse compile, decompile or disassemble the Services (regardless of whether applicable law may permit such activity); (iii) create or prepare derivative works based upon the Services; (iv) alter, destroy or otherwise remove any proprietary notices or labels on or embedded within the Services; or (v) show, demonstrate or display the Services to any third party. Customer shall use the Services in compliance with all applicable laws and regulations and in a manner that does not infringe or otherwise violate the intellectual property, proprietary or privacy rights of MindWise or any third party.

1.3 Authorized Users. The license rights granted by MindWise to Customer pursuant to Section 1.1 of this Agreement shall extend to those authorized ("Authorized Users"), by Customer, solely for each Authorized User's personal use; provided that Customer shall ensure that each Authorized User shall comply with the terms and conditions of this Agreement and any applicable terms of use or similar documents made available on MindWise's website, as may be updated at any time in MindWise's sole discretion. Customer shall not enable or otherwise authorize any third party to, remove any copyright or other proprietary notices from the Services. Customer acknowledges and agrees that in using or authorizing the use by Authorized Users of the Services, Customer acts solely at its own risk and as between the Parties, Customer shall have sole liability and responsibility under and in connection with other agreements entered into by it, including, without limitation, in respect of any warranties given or indemnification obligations undertaken in or pursuant to such agreement, and shall indemnify, defend and hold harmless MindWise from and against any and all Loss (as defined herein) asserted against MindWise by Customer's Authorized Users or others arising under, in connection with, or by virtue of any such agreements or activities.

**2. Data**

2.1 Aggregated Data. The Parties acknowledge and agree that MindWise shall have the right to collect, extract, compile, analyze, use and commercialize any information or data, on an aggregated, de-identified, anonymized and non-personally identifiable basis, resulting from Customer's or its Authorized Users' use of the Services (collectively, "Aggregated Data"). Customer hereby grants to MindWise the worldwide, non-exclusive, transferable, royalty-free, perpetual, irrevocable right and license (with right to



sublicense) to use, reproduce, electronically distribute, store, process and display the Aggregated Data for any purpose. Customer acknowledges and agrees that the Aggregated Data is MindWise's Confidential Information.

### **3. Proprietary Rights; Confidentiality**

3.1 Ownership. MindWise retains all right, title and interest in and to the Services including, but not limited to, all Intellectual Property Rights (as defined herein) and Confidential Information therein. For purposes of this Agreement, "Intellectual Property Rights" means MindWise's worldwide and common law rights associated with: (i) inventions, including patents, patent applications and statutory invention registrations or certificates of invention, and any divisions, continuations, renewals or re-issuances of any of the foregoing; (ii) trademarks, service marks, domain names, trade dress, logos, and other brand source distinctions; (iii) copyrights and works of authorship, including, but not limited to, the Services; (iv) trade secrets and know-how; and (v) other intellectual property rights of any type throughout the world. All Intellectual Property Rights and other rights not expressly granted pursuant to the terms of the Agreement are hereby expressly reserved by MindWise. Customer shall be permitted to identify itself as a provider of the MindWise programming and shall be permitted to use trademarked logos and tradenames for the licensed programs. Likewise, MindWise may promote its partnership with Customer by utilizing the Customer's trademarked logo.

3.2 Confidentiality. Each Party acknowledges that in connection with this Agreement it may receive certain confidential or proprietary technical and business information and materials of the other Party, including, without limitation, data, preliminary works, concepts, business models, intentions, plans, contacts, relationships, financial arrangements or information, contracts, sales, installations, product details or demonstrations ("Confidential Information"). Each Party, its agents and employees (including any Authorized Users) shall hold and maintain in strict confidence all Confidential Information, shall not disclose Confidential Information to any person, and shall not use any Confidential Information except as permitted under or as may be necessary to perform its obligations under this Agreement or as may be required by a court or governmental authority of competent jurisdiction. Notwithstanding the foregoing, Confidential Information shall not include any information that becomes publicly known through no fault of the receiving Party or is otherwise properly received from any person other than a Party without an obligation of confidentiality.

### **4. Mutual Indemnification**

Each Party agrees to indemnify, defend and hold harmless the other Party and its officers, directors, managers, members, employees, attorneys, affiliates, agents, successors and assigns from any claim, demand, suit, loss, costs (including reasonable attorney fees) or liability (collectively, "Loss") which the indemnified Party may sustain, incur, or be required to pay as a result of or relating to: (i) any breach by the indemnifying Party of its representations, warranties or covenants under this Agreement or applicable law; or (ii) the indemnifying Party's gross negligence or willful misconduct; provided however, that the indemnified Party must provide timely written notice of assertion of the claim as to which the right of indemnification is claimed to exist.

### **5. Disclaimer of Warranties; Limitation of Liability**

5.1 Disclaimer. The Parties mutually acknowledge and agree that the Services (including the results and outcomes thereof) are provided by MindWise "as is" and "as available" without any warranty of any kind. MindWise does not warrant that the Services shall be virus free or that the use of the Services shall be uninterrupted or error-free. Customer agrees that MindWise does not assure or guarantee any particular result or outcome of any Services. MindWise makes no representation or warranty, express, implied or statutory, including without limitation any implied warranty of merchantability, title, fitness for particular purpose, non-infringement, and warranties arising out of usage of trade, course of dealing or course of performance, with respect to the Services and any materials furnished, and all warranties and conditions are expressly disclaimed. Customer's express remedies set forth herein are exhaustive.

Customer acknowledges and agrees that the descriptions contained in the exhibit(s) to this Agreement do not constitute a warranty.

5.2 Course of dealing or course of performance with respect to the services or any materials furnished, and all warranties and conditions are expressly disclaimed. Customer's express remedies set forth herein are exhaustive. Customer acknowledges and agrees that the descriptions contained in the exhibits to this agreement do not constitute a warranty.

5.3 No Indirect Damages. In no event shall MindWise be liable to Customer or any authorized user or third party for any incidental, special, indirect, punitive or consequential damages, including, but not limited to, any damages for lost profits, interruption of business, loss of technology or lost data, however arising whether under theories of contract, tort (including negligence), strict liability or otherwise, even if MindWise has been advised of the possibility of such damages.

5.4 Limitation of Liability. Without limitation on any other provision hereof, Customer agrees that MindWise's total aggregate liability hereunder for any cost, loss or damage, including liability for breach of warranty, negligence, strict liability in tort, or otherwise, regardless of form of action, shall be limited to the amounts actually paid by Customer to MindWise hereunder during the three (3) months preceding the time that the cause of action arose. Customer agrees that the foregoing shall be its sole remedy and expressly waives all others. No action, regardless of form, arising out of the transactions under this Agreement may be brought by Customer more than twelve (12) months from completion of the Services, unless the applicable statute of limitations provides a shorter period, in which case such shorter period shall apply.

## **6. Termination**

6.1 Termination for Convenience. Either Party shall have the right to terminate this Agreement without cause upon sixty (60) days written notice to the other Party. If Customer shall exercise such right, Customer shall pay to MindWise one hundred percent (100%) of the aggregate outstanding amount due, if any, pursuant to this Agreement.

6.2 Termination for Breach. Either Party shall have the right to terminate this Agreement upon the material breach of the other Party, which breach has remained uncured for a period of thirty (30) days after the receipt of written notice thereof from the non-breaching Party. Notwithstanding any language to the contrary in this Agreement, MindWise shall have the immediate right to terminate this Agreement due to any unauthorized use of the Services or any Confidential Information. In such event, Customer shall pay one hundred percent (100%) of the aggregate outstanding amount due, if any, pursuant to this Agreement.

6.3 Effect of Termination. Upon termination of this Agreement: (i) the license granted hereunder and all other provisions of this Agreement shall terminate and Customer and its Authorized Users shall immediately cease using the Services and any Confidential Information; and (ii) Customer shall promptly remove any and all Services and Confidential Information from its technical and/or cloud environment, destroy any and all hard copies thereof and, within thirty (30) days of the date of termination, certify to MindWise in writing such removal and destruction. The Parties acknowledge and agree that MindWise shall retain its entire right, title and interest in and to all Aggregated Data following termination of this Agreement.

## 7. Notices and Communication:

All notices and communications regarding this Agreement and/or the Services shall be in writing and addressed to each Party as follows:

For communication with MindWise Innovations:

**Becky Blackler, Director of Growth**

MindWise Innovations

A service of Riverside Community Care, Inc.

270 Bridge Street, Suite 301, Dedham MA 02026

(617) 817-8329 | [rblackler@mindwise.org](mailto:rblackler@mindwise.org)

For communication with Customer:

**Janeal Mieczkowski, Mental Health Consultant**

Kenton County School District

1055 Eaton Drive

Fort Wright, KY 41017

(270) 422-7530 | [janeal.mieczkowski@kenton.kyschools.us](mailto:janeal.mieczkowski@kenton.kyschools.us)

## 8. General

8.1 Relationship of the Parties. Neither Party shall be deemed by operation of this Agreement or otherwise to be an agent or representative of the other Party for any purpose hereunder whatsoever. The Parties shall at all times be considered independent contractors. Neither Party shall have any right or authority to assume, create, or incur any liability or obligation of any kind in the name of the other Party. For the benefit of both parties, during the course of this contract,

8.2 Entire Agreement. This Agreement, together with its Exhibits, sets forth the entire agreement and understanding of the Parties with respect to the subject matter hereof. All amendments and modifications to this Agreement shall be made by a written document signed by both Parties. The terms and conditions of this Agreement shall prevail over and govern the Statement Of Work in the event of any conflict, unless otherwise expressly agreed in writing on the Statement of Work, explicitly referring to the Section of the Agreement to be amended.

8.3 Assignment and Transfer. Customer shall not assign or transfer all or any of its rights, benefits and obligations under this Agreement without the prior written consent of MindWise. MindWise shall have the right to freely assign or transfer all or any of its rights, benefits and obligations under this Agreement without the prior written consent of Customer.

8.4 Remedies and Waivers. No failure to exercise, nor any delay in exercising, on the part of either Party, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

8.5 Partial Invalidity. If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall in no way be affected or impaired thereby. The invalid provision shall be replaced by a valid one, which achieves to the extent possible and with the least modification the original purpose and commercial goal of the invalid provision.

8.6 Headings and Drafter. Headings are used for the purposes of references only and shall not affect the interpretation of this Agreement. Neither Party shall be deemed the drafter of this Agreement,

which Agreement shall be deemed to have been jointly prepared by the Parties. If this Agreement is ever construed, whether by a court or by an arbitrator, such court or arbitrator shall not construe this Agreement or any provision hereof against either Party as drafter.

8.7 Counterparts. This Agreement may be executed by the Parties in one or more counterparts, any of which may be executed and delivered in electronic format, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

8.8 Survival. The Parties agree that their respective rights, obligations and duties which by their nature extend beyond the termination of this Agreement shall survive any termination.

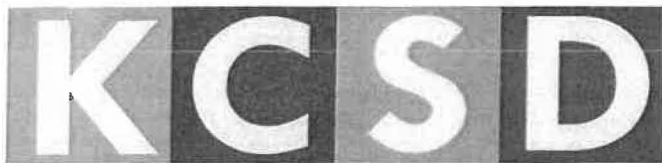
8.9 Force Majeure. If MindWise is prevented from performing any portion of this Agreement by causes beyond its control, including labor disputes, civil commotion, war, governmental regulations or controls, global health emergencies or the like, casualty, inability to obtain materials or services or acts of God, MindWise shall be excused from performance for the period of the delay and for a reasonable time thereafter.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date and agree to be legally bound by all terms and conditions contained herein.

**As of March 2025**

**Rider to MindWise Innovation's Terms and Conditions for Kenton County School District:**

The following changes to MindWise's standard terms of use are hereby incorporated into quotes for Kenton County School District relating to MindWise's assessment and curriculum products: Section 11, Governing Law and Jurisdiction, the second sentence is replaced with the following: "Any action, claim or proceeding arising out of or relation to the Site or this Agreement shall be brought in the appropriate court located in Kenton County, Kentucky."



Kenton County School District | It's about ALL kids

**THE KENTON COUNTY BOARD OF EDUCATION**

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY 41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: [www.kenton.kyschools.us](http://www.kenton.kyschools.us)

Dr. Henry Webb, Superintendent of Schools

**VENDOR ASSURANCES REGARDING PROTECTION OF  
PERSONAL AND CONFIDENTIAL INFORMATION**

**Data Security and Breach Protocols**

Vendors that receive Personal Information from Kenton County Board of Education (herein referred to as "KCBOE") as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

"Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

- a) An account number, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
- b) A Social Security number;
- c) A taxpayer identification number that incorporates a Social Security number;
- d) A driver's license number, state identification card number or other individual identification number issued by any agency as defined under the Act;
- e) A passport number or other identification number issued by the United States government; or
- f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

As provided in KRS 61.931(5), a "non-affiliated third party" includes any person or entity that has a contract or agreement with the KCBOE and receives (accesses, collects or maintains) personal information from the KCBOE pursuant to the contract or agreement.

The vendor hereby agrees to cooperate with the KCBOE in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The vendor shall notify as soon as possible, but not to exceed seventy-two (72) hours, KCBOE, the Commissioner of the Kentucky State Police, the Kentucky Auditor of Public Accounts, the Commonwealth (Kentucky) Office of Technology, and the Commissioner of the Kentucky Department of Education of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)(2) applies and the vendor abides by the requirements set forth in that exception. Notification shall be in writing on a form developed by the Commonwealth (Kentucky) Office of Technology.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor hereby agrees that the KCBOE may withhold payment(s) owed to the vendor for any violation of the Act's notification requirements.

The vendor hereby agrees to undertake a prompt and reasonable investigation of any security breach as defined under the Act in accordance with KRS 61.933.



Upon conclusion of an investigation of a security breach as defined under the Act as required by KRS 61.933, the vendor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

In accordance with KRS 61.932(2)(a), the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth (Kentucky) Office of Technology and that are reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

### **Student Data Security**

Pursuant to KRS 365.734, if the vendor is a cloud computing service provider (which is defined pursuant to KRS 365.734(1)(b) as any person or entity other than an educational institution that operates cloud computing services) or, through service to the KCBOE, becomes the equivalent of a cloud computing service provider, the vendor further hereby agrees that:

- The vendor shall not process student data as defined pursuant to KRS 365.734 for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the vendor receives express permission from the student's parent. The vendor shall work with the KCBOE to determine the best method of collecting parental permission.
- With a written agreement for educational research, the vendor may assist the KCBOE to conduct educational research as permitted by the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C. sec. 1232g.
- Pursuant to KRS 365.734, the vendor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes.
- Pursuant to KRS 365.734, the vendor shall not sell, disclose, or otherwise process student data for any commercial purpose.
- Pursuant to KRS 365.734, the vendor shall certify in writing to the agency that it will comply with KRS 365.734(2).

### **Family Educational Rights and Privacy Act, National School Lunch Act and Child Nutrition Act**

If during the course of this agreement, the KCBOE discloses to the vendor any data protected by the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended (20 U.S.C. sec. 1232g, *et seq.*), and its regulations, and data protected by the Richard B. Russell National School Lunch Act (NSLA) (42 U.S.C. sec. 1751 *et seq.*, and the Child Nutrition Act of 1966 (CNA) (42 U.S.C. sec. 1771 *et seq.*), the vendor agrees that it is bound by and will comply with the confidentiality, security and redisclosure requirements and restrictions stated in FERPA, NSLA and CNA.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor agrees that FERPA-protected information is confidential information. FERPA-protected information includes, but is not limited to the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, and other information that, alone or in combination, is linked or linkable to a specific

student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.

The vendor understands and acknowledges that any unauthorized disclosure of confidential information is illegal as provided in FERPA and in the implementing federal regulations found in 34 CFR, Part 99. The penalty for unlawful disclosure is a fine of not more than \$250,000 (under 18 U.S.C. sec. 3571) or imprisonment for not more than five years (under 18 U.S.C. sec. 3559), or both.

The vendor understands and acknowledges that children's free and reduced price meal and free milk eligibility information or information from the family's application for eligibility, obtained under provisions of the NSLA or the CNA is confidential information and that any unauthorized disclosure of confidential free and reduced price lunch information or information from an application for this benefit is illegal. The penalty for unlawful disclosure is a fine of not more than \$1,000.00 (under 7 C.F.R. 245.6) or imprisonment for up to one year (under 7 C.F.R. 245.6), or both.

In the event there is a conflict between this agreement and any other agreement between KCBOE and Vendor, the terms of this agreement shall apply.

Riverside Community Care, Inc.

Vendor Name

270 Bridge St Suite 301 Dedham, MA 02026

Vendor Address

781-329-0909

Vendor Telephone

info@mindwise.org

Vendor Email Address

*Vicker V. DiGravio III*

Vicker V. DiGravio III (Mar 18, 2025 18:06 EDT)

Signature by Vendor's Authorized Representative

Vicker V. DiGravio III

Print Name

03/18/2025

Date



# KCBOE Vendor Assurance

Final Audit Report

2025-03-18

Created:	2025-03-18
By:	David Veira (dveira@riversidecc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAG-WFjpvLtQ0sAZ0JkqtYVI9NaO2Th8pr

## "KCBOE Vendor Assurance" History

-  Document created by David Veira (dveira@riversidecc.org)  
2025-03-18 - 2:55:55 PM GMT
-  Document emailed to Vicker V. DiGravio III (vdigravio@riversidecc.org) for signature  
2025-03-18 - 2:55:59 PM GMT
-  Email viewed by Vicker V. DiGravio III (vdigravio@riversidecc.org)  
2025-03-18 - 10:06:12 PM GMT
-  Document e-signed by Vicker V. DiGravio III (vdigravio@riversidecc.org)  
Signature Date: 2025-03-18 - 10:06:40 PM GMT - Time Source: server
-  Agreement completed.  
2025-03-18 - 10:06:40 PM GMT



Adobe Acrobat Sign



[\(https://mindwise.org/\)](https://mindwise.org/)

 **English**  
Donate (<https://riversidecommunitycare-bloom.kindful.com/?campaign=1272361>)

Client Login (<https://mindwise.org/customer-login/>)  
|

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[Home \(https://mindwise.org\)](#) > Terms of Use

# Terms of Use Agreement

## **Read This Terms of Use Agreement Before Accessing Website**

*Effective date: This Terms of Use Agreement was last updated on March 7, 2019*

This Terms of Use Agreement (this "Agreement") constitutes a binding legal agreement between you and MindWise Innovations, a service of Riverside Community Care, Inc. ("MindWise"), governing your access to and use of the website and Content (as defined below) located at <https://mindwise.org/> (<https://mindwise.org/>) (the "Site").

Please read this Agreement carefully. By accessing and using the Site, you acknowledge and agree that you have read, understood and agree to be bound by this Agreement without limitation or qualification and that you shall comply with all applicable laws, rules and regulations. If you do not agree to be bound by this Agreement, you should immediately cease all usage of the Site.

## **1. Description of the Site**

MindWise is a non-profit organization that provides educational screening programs for certain behavioral health conditions. The Site does not provide nor endorse medical advice and is not intended to be a substitute for professional advice, diagnosis, or treatment. The contents of the Site are for general informational purposes only. The medical information on our Site is provided without any representations or warranties, express or implied. Without limiting the foregoing, we do not represent or warrant that such medical information will be constantly available or available at all or will be true, accurate, complete, current or not misleading. For an accurate diagnosis of a behavioral health disorder, you should seek evaluation from a qualified health professional.

By clicking on a screen, you acknowledge and agree that the screen is not a diagnostic instrument and is only to be used by you if you are 18 years or older. MindWise and its affiliates and its and their employees, consultants and agents shall not be liable for any claims or damages, and expressly disclaim all liability, loss, or risk of any nature, for any action or non-action taken as a result of the information generated by the Site and as a consequence, directly or indirectly, from the use and application of these screens.

**If you feel you're experiencing a potentially life-threatening problem, please call 911 or the Suicide Prevention Lifeline at 1-800-273-TALK(8255).**

The screening tools on the Site are not intended to be used by, and should not be completed by, individuals under 18 years of age. If you are under 18 and are interested in learning more about behavioral health services, we encourage you to talk to your parents or guardians about seeing a physician or qualified health professional for a complete evaluation.

## **2. Accessing and Using the Site; Restrictions on Use**

Subject to your ongoing compliance with this Agreement, MindWise hereby grants you a limited, personal, non-exclusive, non-transferable, non-sublicensable, freely revocable license to access and use the Site solely for your personal, non-commercial and lawful purposes.

Your use of the Site, including all features and functionalities associated therewith, shall be in accordance with all applicable laws, rules and regulations, or other restrictions on use of the Site or its Content. You shall comply with this Agreement and shall not: (i) archive, download, reproduce, distribute, modify, display, perform, publish, license, create derivative works of, offer for sale, or use, any Content or information contained in or obtained from or through the Site; (ii) delete the copyright or other proprietary rights notices from the Site or any Content; (iii) circumvent, remove, alter, deactivate, degrade or thwart any of the Content or other protections enabled on the Site; (iv) use any robot, spider, scraper or other automated means to access the Site; (v) decompile, reverse engineer or disassemble any software or other products or processes accessible through the Site; (vi) insert any code or product or manipulate the Site in any way; (vii) use any data mining, data gathering or extraction method; (viii) upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Site, including any software viruses or any other computer code, files or programs; (ix) remove, modify, disable, block, impair, or obscure any advertising in connection with the Site; or (x) use or encourage the use of the

Site for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, data protection and privacy.

MindWise shall have the right to alter, suspend or discontinue the Site or your access to or use of the Site at any time for any reason without notice or liability to you or any third party. The Site may become unavailable due to maintenance or malfunction of computer equipment or for other reasons and may result in damages to your systems, software, data or operations for which MindWise shall not assume any liability.

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You agree to maintain control over your Account and to neither share the credentials of your Account nor access the Site with the credentials of another person's Account. For the sake of clarity, an Account is owned by the person or entity whose payment information is on file with MindWise. You are responsible for maintaining the confidentiality of any password you create

for your Account. If you determine, or have reason to believe, that an unauthorized party has gained access to your password, you shall immediately notify MindWise. Use of the password, whether or not authorized by you, shall be your sole responsibility and risk.

You agree that we may send you information relating to your Account (e.g., payment authorizations, invoices, changes in password or payment method, confirmation messages or other notices) in electronic form, for example via e-mail to the e-mail address you provide during registration.

To find more information about our products and services and their features or if you need assistance with your Account, [please visit the MindWise Customer Support page of our Site.]

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This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to its choice of law rules. Any action, claim or proceeding arising out of or relating to the Site or this Agreement shall be brought in the appropriate court located in Boston, Massachusetts. You hereby consent to the exclusive jurisdiction of such court in any such action, claim or proceeding and submit yourself to such jurisdiction.

## **12. Compliance with Laws**

You assume all knowledge of applicable law and is responsible for compliance with any such laws. You shall not use the Site or its Content in any way that violates applicable state, federal, or international laws, regulations or other government requirements. You further agree not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, or international law or regulation.

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