

**MASTER SERVICES AGREEMENT BETWEEN THE SCHOOL BOARD OF
MIAMI-DADE COUNTY, FLORIDA, MIAMI BEACH CHAMBER EDUCATION
FOUNDATION, INC. , HAZEL HEALTH INC. AND TELEHEALTH SERVICES
USA**

This Teletherapy Professional Services Agreement (“Agreement”) is made and entered into as of June 21st, 2023 (the “Effective Date”), by and between, Hazel Health Inc., a Delaware corporation qualified to do business in Florida (“Hazel”) and Telehealth Services USA., doing business as Hazel Health Services, a Florida professional corporation (“Hazel Health”) The School Board of Miami-Dade County, Florida existing under the state laws of Florida (“District”), and Miami Beach Chamber Education Foundation, Inc. (“Chamber”) a Florida Not for Profit Corporation, for the provision of telehealth-based professional therapy and counseling services. Each entity is referred to individually as a “party” and the entities collectively are referred to as the “parties.”

RECITALS

A. Hazel Health engages licensed providers, such as nurse practitioners duly licensed in various states, including the State of Florida who are qualified and experienced in providing telehealth based therapy and counseling services.

B. Hazel is in the business of assisting Hazel Health by providing non-clinical services such as telehealth technology, training, and technology support services.

C. District is a school district within the state of Florida and desires to engage Hazel Health to provide certain telehealth-based services to students enrolled in the District.

D. Chamber is a Not for Profit within the state of Florida who desires to compensate Hazel for the Services provided to the District.

E. District and Chamber believe a contract by which it arranges for these telehealth services will improve quality healthcare access for its students, as well as reduce truancy related illness, increase retention, and overall improve academic performance of its students.

F. Healthcare services, therapy or counseling services may occur at the various schools or outside the schools, at the covered student’s home, as agreed upon by the parties.

NOW, THEREFORE, for and in consideration of the recitals above and the mutual covenants and conditions contained herein, the parties agree as follows:

1. Hazel and Hazel Health Obligations. District hereby engages Hazel Health to be a provider of telehealth-based primary care services (the “Services”).

1.1 Applicable Standards. Hazel Health shall at all times render Services in accordance with: (i) professional standards of care; (ii) applicable statutes and regulations; (iii) District’s written policies; and (iv) any protocols developed by the parties.

1.2 Coverage and Response Time. Hazel Health shall make the Services, as further described in Exhibit A attached hereto and incorporated herein of this Agreement, available in accordance with the service level availability requested by the District. District understands and agrees that Hazel Health is not responsible for unavailability of the Services, or for a delay or interruption in performing the Services, if due to a network communications or technology error, failure, or interruption, or to unexpected volume, beyond the control of

Hazel Health based upon commercially reasonable standards. In the event the full scope of Services is unable to be provided (e.g., unanticipated unavailability of Hazel Health providers due to sickness or an emergency, a network server error, equipment or system malfunction), District shall provide its customary level of care for students which may be limited to visits with the school nurse. In such an event, Hazel Health shall make best efforts for its providers to continue to be available for phone consultation, to the extent such is appropriate in the provider's professional judgment.

1.3 Hazel and Hazel Health's Representations. Hazel Health represents as follows, and shall notify District immediately upon becoming aware that any of the representations below is no longer correct:

(a) Hazel and Hazel Health have the authority to enter into this Agreement;

(b) Hazel and Hazel Health are not bound by any agreement or arrangement that would preclude it from entering into, or from fully performing the Services required under this Agreement;

(c) Neither Hazel Health nor any provider delivering Services under this Agreement: (i) is a "sanctioned person" under any federal or state program or law; (ii) has been listed in the current List of Excluded Individuals and Entities by the Office of Inspector General for the U.S. Chamber of Health and Human Services; (iii) has been listed on the General Services Administration's List of Parties Excluded from Federal Programs; (iv) has been listed on the U.S. Chamber of Treasury, Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List; or (v) has been convicted of a criminal offense related to health care.

1.4 Independent Medical Judgment. Hazel Health and its providers shall use their independent medical and professional judgment when performing professional telehealth services. Hazel, nor the District, shall have nor exercise any control over the professional judgment and medical decision-making of the providers.

1.5 Applicable Standards and Staffing. To enable Hazel Health to provide the Services, District shall staff and equip its location(s) in accordance with: (i) applicable standards of care; (ii) applicable statutes and regulations; (iii) District's school districts written policies; and (iv) any protocols developed by the parties.

1.6 Telehealth Technology and Support. District shall provide the technology and support as set forth in this Agreement. The selected sites must have consistent Wi-Fi access of 1.5 Mbps download 500 Kbps upload. Subject to parental consent, District agrees to provide a regular data feed to Provider with demographic and relevant data necessary to provide the highest quality care. Parental consent is attached hereto and incorporated herein as Exhibit B. District will also provide printing capabilities as needed with the requisite supplies, including but not limited to printer, toner and printing paper.

1.7 Telepresenter/Initiator. District shall make an onsite individual available to Hazel Health for purposes of serving as a telepresenter/initiator who will assist with certain administrative and basic clinical functions under the direction and supervision of the Hazel Health's provider as required by applicable state law. The duties of Initiators include, but are not limited to, (a) verifying that the student's parents/guardians have consented to treatment by provider and (b) launching the application to start the visit.

1.8 District's Representations. District represents as follows, and shall notify Hazel Health immediately upon becoming aware any of the representations below is no longer correct:

(a) District is in good standing under the laws of the State of Florida, and has the authority to enter into this Agreement;

(b) District is not bound by any agreement or arrangement that would preclude it from entering into, or

from fully performing its obligations under, this Agreement;

(c) Neither District nor any of its employees, officers or agents: (i) are “sanctioned persons” under any federal or state program or law; (ii) have been listed in the current List of Excluded Individuals and Entities by the Office of Inspector General for the U.S. Chamber of Health and Human Services; (iii) have been listed on the General Services Administration’s List of Parties Excluded from Federal Programs; (iv) have been listed on the U.S. Chamber of Treasury, Office of Foreign Assets Control’s Specially Designated Nationals and Blocked Persons List; or (v) have been convicted of a criminal offense related to health care;

1.9 Hazel Health attests that the District, nor any employee, agent or representative of District has any financial relationship, direct or indirect, with any Hazel Health provider, except as expressly set forth in this Agreement.

2. Medical Records; FERPA; HIPAA Privacy & Security.

2.1 HIPAA Compliance. The health records of Hazel Health’s patients which are prepared and maintained by Hazel Health in connection with providing the Services hereunder are the property of Hazel Health. Hazel Health agrees to comply with all applicable federal and State laws and regulations relating to the maintenance, uses and disclosures of protected health information (including any heightened requirements for mental health records), including, without limitation, the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320 et. seq. (“HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and any current and future regulations promulgated thereunder, including those published at 45 C.F.R. Parts 160, 162, and 164, all collectively referred to herein as “HIPAA Requirements.” To the extent required by the HIPAA Requirements, Hazel Health shall obtain authorization and consent from the patients and/or patients’ parents or legal guardians to use or disclose the patients’ protected health information.

2.2 FERPA Compliance. The parties acknowledge that certain information Hazel or Hazel Health may view or have access to may be considered education records that are subject to the Family Educational Rights and Privacy Act, codified at 20 U.S.C. § 1232g, and its implementing regulations, codified at 34 C.F.R. Part 99, collectively referred to herein as “FERPA.” The Parties further acknowledge that, in some instances, FERPA or State law may require a patient’s authorization to disclose education records from the District to Hazel Health. To the extent required by FERPA or State law, District shall obtain the patient’s authorization to disclose educational records to Hazel Health. Hazel and Hazel Health agree to comply with any FERPA or applicable State law requirements regarding the confidentiality of education records.

2.3 Confidentiality of Student Records. Hazel and Hazel Health shall regard all student information as confidential and will not disclose the student information to any third party. All District Data received shall remain in the Continental United States. Hazel and Hazel Health attest of SOC II compliance where the District data shall be stored. Upon a written request from the District, Hazel and Hazel Health shall provide an attestation of independent third-party audit conducted based on an industry recognized framework such as the NIST Cybersecurity Framework (CSF), NIST SP 800-53, ISO 27001, or evidence of a comprehensive internal and external penetration test once per calendar year. Upon parental consent District may share information with Hazel Health in order for Hazel Health to provide services under this Agreement. Attached hereto and incorporated herein are the data sharing terms and conditions as Exhibit C.

3. Compensation. There will be no compensation due from the District for the Services. Chamber shall pay Hazel in accordance with the payment provisions set forth in Exhibit A of this Agreement, incorporated herein (“Compensation”). Hazel and Hazel Health agree to assume responsibility for all per diem and travel expenses, unless authorization to incur such expenses is granted by the District in advance of the expenditures being incurred. Procurement Authority to enter into this Agreement shall be .

4. Billing and Collection. Except to the extent inconsistent with federal or state law, Hazel Health and its providers shall have the sole and exclusive right to bill and collect for the Services from all patients, health plans, governmental agencies, third party payers, and other financially-responsible parties.

5. Term and Termination.

5.1 Term. The term of this Agreement shall commence on September 1, 2023 and shall continue until August 31, 2024. Upon the conclusion of the Initial Term, this Agreement shall renew for a subsequent two successive one (1) year terms unless either party gives the other parties written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term or the Agreement is terminated by the District. The parties recognize there may be a ramp-up period following the Effective Date, and the actual commencement of Services under this Agreement is contingent upon the parties jointly determining a mutually-agreeable Service schedule. Notwithstanding the foregoing, this Agreement may be terminated as follows:

5.2 Termination.

(a) Termination for Cause. Either party may terminate this Agreement for cause upon material breach by the other party, provided such material breach continues uncured for thirty (30) days after receipt by the breaching party of written notice from the other party specifying such breach. The notice of breach under this Section shall specify with reasonable particularity the nature and extent of the breach for which complaint has been made.

(b) Immediate Termination. Either party may terminate this Agreement immediately by written notice to the other party upon the occurrence of any of the following events: (i) the other party is listed by a federal agency as being debarred, excluded, terminated, or otherwise ineligible for federal healthcare program participation; (ii) the other party discontinues operations for at least fifteen (15) days or loses its required licensure or accreditation; or (iii) the other party files a petition in bankruptcy, or makes an assignment for the benefit of creditors; if any involuntary petition in bankruptcy or petition for an arrangement pursuant to any bankruptcy laws is filed against the other party and such petition or assignment is not dismissed or rescinded, as applicable, within ninety (90) days.

(c) Termination for Convenience. District reserves the right to terminate this Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to other Parties. If said Agreement should be terminated for convenience as provided herein, the District will be relieved of all obligations under this Agreement.

(c) Change in Law. If any state or federal laws or regulations, now existing or enacted or promulgated after the Effective Date, are interpreted by a judicial decision, a regulatory agency or legal counsel in such a manner that this Agreement or any provision hereof may be in violation of such laws or regulations, the parties shall amend this Agreement as necessary to preserve the underlying economic and financial arrangements between the parties and without substantial economic detriment to either party. If, in the written opinion of a party's legal counsel, this cannot be done, then such party may provide thirty (30) days' prior written notice to the other party of the Agreement's termination.

(d) Effect of Termination. The parties shall cooperate to ensure the smooth transition of patient care during termination of this Agreement. To the extent the parties entered into any licensing or other agreements regarding the Services, such agreements shall immediately and automatically terminate concurrent with this Agreement. Each provider or Professional's credentialing with District and its Covered School(s) shall automatically terminate for the type of Services rendered under this Agreement, except to the extent the provider or Professional held such membership or privileges prior to the Effective Date of this Agreement. Within thirty

(30) days of the termination or expiration of this Agreement, each party shall return to the other all equipment, software, and Confidential Information owned by the other party, and the Chamber shall pay that amount of the Agreement actually performed to the date of termination.

6. Independent Contractors. Nothing under this Agreement is intended, nor shall be construed, to create a partnership, employer-employee relationship, or joint venture between the parties. Parties (nor their respective agents or employees) shall have any authority to bind the other party without the other party's express written consent. Each party shall be solely responsible for reporting, withholding, and paying all taxes and other sums due to individuals providing services on its behalf. Likewise, each party shall be solely responsible to provide and pay for all workers' compensation insurance for any employed individuals providing services on its behalf. Hazel and Hazel Health may engage subcontractors to perform certain of their obligations under this Agreement; provided that no such subcontractor shall relieve Hazel Health of its respective obligations under this Agreement. Hazel may replace Hazel Health as the medical provider with 30 days written notice to the District.

7. Insurance. Prior to commencement of work under the agreement, Hazel Health shall obtain and maintain without interruption the insurance as outlined below. Hazel Health agrees to furnish a fully completed certificate of insurance naming the School Board of Miami-Dade County, Florida as a certificate holder, signed by an authorized representative of the insurer providing such insurance coverages. The insurance coverages and limits shall meet, at a minimum, the following requirements:

A. Workers' Compensation/Employer's Liability Insurance.

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Board on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	\$ 100,000	Each Accident
	\$ 500,000	Disease - Policy Limit
	\$ 100,000	Disease - Each Employee

B. General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements.

The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

- \$ 1,000,000 General Aggregate
- \$ 1,000,000 Products/Completed Operations Aggregate
- \$ 1,000,000 Personal and Advertising Injury
- \$ 1,000,000 Each Occurrence

Hazel Health shall name "The School Board of Miami-Dade County, Florida and its members, officers and employees" as an additional insured on a form no more restrictive than the CG 20 10 (Additional Insured – Owners, Lessees, or Contractors).

C. Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover non-owned, and hired autos used in connection with the performance of the Contract. The minimum limits (inclusive of any amounts provided

by an umbrella or excess policy) shall be \$ 1,000,000
Each Occurrence - Bodily Injury and Property Damage Combined

Professional Liability: If the contract requires professional services, Hazel Health shall provide evidence of the following professional liability coverage. Such insurance shall be on a form acceptable to the Board and shall cover Hazel Health for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the Agreement including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be \$ 1,000,000 Each Claim/Annual Aggregate

Cyber Liability Insurance: If the Contract requires the transfer of electronic records containing personal identifiable information of student or employee records between Hazel Health and the Board, Hazel Health shall provide evidence of the following insurance. Hazel Health shall maintain Cyber Liability insurance with limits of not less than \$1,000,000 for each wrongful act, and Liability for security or privacy breaches, including loss or unauthorized access to the Board's data; Costs associated with a privacy breach, including consumer notification, customer support/crisis management, and costs of providing credit monitoring services; Expenses related to regulatory compliance, government investigations, fines, fees assessments and penalties; Costs of restoring, updating or replacing data; Privacy liability losses connected to network security, privacy, and media liability "Insured versus insured" exclusion prohibited. The insurance provided by the Company shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Board shall be excess of, and shall not contribute with, the insurance provided by the Company.

Unless otherwise notified, the certificate of insurance shall be delivered to: The School Board of Miami-Dade County,
Florida
Office of Risk and Benefits
Management
PO Box 12241
Miami, Florida 33101-2241

The above insurance requirements may only be amended or waived via written approval of the Office of Risk and Benefits Management.

8. Access to Books and Records. Parties understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. To the extent applicable, until the expiration of five (5) years after the furnishing of Services hereunder, the parties shall make available to the Secretary of the Chamber of Health and Human Services, the Comptroller General of the United States, or their duly-authorized representatives, such books, documents and records necessary to certify the nature and extent of the cost of the Services. If any Services are performed by way of subcontract with another organization and the value or cost of such subcontracted Services is Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, such subcontract shall contain and the respective party shall enforce a clause to the same effect as this Section. The availability of the parties' books, documents and records shall be subject at all times to all applicable legal requirements, including without limitation, such criteria and procedures for seeking and obtaining access that may be promulgated by the Secretary. If Hazel or Hazel Health keep and maintain public records upon completion of the contract, they shall meet all applicable requirements for retaining public records. All records stored

electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, prr@dadeschools.net, and 1450 NE 2 Avenue, Miami, Florida 33132.

9. Indemnification, Duty to Defend, and ADA Compliance.

To the fullest extent permitted by law, Hazel shall indemnify and hold harmless the District, and its employees ("Indemnitees") from and against all claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs and attorneys' fees at the pre-trial, trial and appellate levels, arising out of, resulting from Hazel's performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of Hazel or other persons employed or utilized by Hazel in the performance of this Agreement. The remedy provided to the Indemnitees by this indemnification shall be in addition to and not in lieu of any other remedy available under the Agreement or otherwise. This indemnification obligation shall not be diminished or limited in any way to any insurance maintained pursuant to the Agreement otherwise available to Hazel. The provisions of this Section are intended to require Hazel to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in this Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that Hazel shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto.

The Hazel Health agrees, at its own expense, and upon written request by the District, to defend any suit, action or demand brought against the District on any claim or demand arising out of, resulting from Hazel Health's performance under this Agreement.

Hazel agrees and warrants that its services and/or products comply with the American with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973, along with its implementing regulations, to ensure that individuals with disabilities have an equal opportunity to participate in the District's programs and activities. Hazel agrees to promptly respond and resolve any complaints regarding the accessibility of its services and/or products. Hazel further agrees to defend, hold harmless and indemnify the District, including reasonable attorneys' fees, for any claims or actions arising out of Hazel's failure to comply with this requirement.

10. Disclaimer of Warranties. Any equipment and software are provided "as is," with all faults, and without warranty of any kind. Hazel Health disclaims all warranties, express and implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. District expressly agrees and acknowledges that use of the equipment and software is at the District's sole risk. Neither Hazel nor Hazel Health warrant that the equipment or software will meet District's requirements, or that the equipment or software is compatible with any particular hardware or software platform, or that the operation of the equipment or software will be uninterrupted or error-free, or that defects in the equipment or software will be corrected. No oral or written information or advice given by Hazel Health or their authorized representatives shall create a warranty or in any way increase the scope of this warranty.

11. Third Party Disclaimer. Neither Hazel nor Hazel Health make any warranty of any kind, whether express or implied with regard to the third party content or any software, equipment, or hardware obtained from third parties (collectively, the “third party items”). Hazel and Hazel Health expressly disclaim all warranties, express and implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and title/non-infringement with regard to the third party items. Nothing in this agreement shall be interpreted as a warranty, either express or implied, by Hazel or Hazel Health that would expand in any way a standard end-user warranty.

12. Regulations & Ordinances. Hazel and Hazel Health shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments being licensed, if required, for performance of any work under this Agreement. Hazel and Hazel Health shall be fully and completely responsible for ensuring full and complete compliance with all Center for Disease Control, Federal, State, and Local regulations regarding the novel coronavirus known as COVID-19 and related conditions as may be amended from time to time. As per Florida Statutes, as amended from time to time, Hazel and Hazel Health shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Should Hazel and Hazel Health utilize a subcontractor to perform services under this Agreement Hazel or Hazel Health shall obtain an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. If subcontractor Affidavit is not obtained and/or register with and use the E-Verify system District shall terminate this Agreement immediately. In addition, Hazel and Hazel Health may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated.

13. Compliance; No Referrals Required. Each party agrees to comply with all applicable laws and regulations in performing its obligations hereunder, including but not limited to the federal and state anti-kickback and self-referral laws and regulations, at all times during the term of this Agreement. Although Hazel Health is obligated to provide the Services to the District’s school districts specified in this Agreement, no party is required to refer patients to, or otherwise generate business for, the other party. The parties intend this Agreement to comply with 42 U.S.C. § 1320a-7b(b) (the Anti-Kickback Statute), 42 U.S.C. § 1395 (the Stark Law) and any other federal or state law provision governing health care fraud and abuse. The Compensation herein has been determined through good faith and arm’s length bargaining to be commercially reasonable and consistent with the fair market value of the Services. The Compensation does not include any discount, rebate, or kickback, nor is it intended to be an inducement or payment for referral of patients from one party to another. This Agreement shall be interpreted and construed at all times in a manner consistent with applicable laws and regulations governing the financial relationships among individuals and entities that provide or arrange for the provision of items or services that are reimbursable by governmental health care programs or other third party payers. The parties acknowledge that none of the benefits hereunder are conditioned on any requirement that one party make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other party. The parties further acknowledge that Hazel Health and its provider or Professionals are not restricted and can render services for another school district of their own choosing, nor do the services under this Agreement include, directly or indirectly, marketing services by either party. There is no agreement, express or implied, between District and Hazel Health regarding the referral of patients or business among them.

14. Publicity. Neither party will use for publicity, promotion or otherwise, any logo, name, trade name, service mark or trademark of the other party or its affiliates, or any simulation, abbreviation or adaptation of the same, or the name of any employee or agent of the other party, without that party’s prior, written, express consent. Notwithstanding the foregoing, Hazel Health may publicly identify District as a user of the Services, and District may publicly identify Hazel Health as its provider or Professional of the Services. The parties may publicly announce they have entered into this Agreement, but neither shall disclose the specific terms of this Agreement (including pricing) to any third party, except as is required to comply with applicable law.

15. Entire Agreement; Amendment. This Agreement sets forth the entire agreement between the parties with regard to the subject matter hereof, and supersedes all prior or contemporaneous oral or written agreements entered into between District and Hazel and Hazel Health. All Exhibits and attachments referred to herein are hereby incorporated into this Agreement. This Agreement and Exhibits may be amended only by a written agreement signed by the parties.

16. Governing Law. The terms and conditions of this Agreement, as well as all disputes arising under or relating to this Agreement, shall be governed by Florida law, specifically excluding its choice-of-law principles. The exclusive forum and venue for the foregoing is the State or District Court of Miami-Dade County, Florida, unless such action cannot by law be brought in such a forum, in which case the venue required by law shall govern. In no event shall such dispute require resolution via arbitration.

17. Assignment; Binding Effect. No party may assign or transfer this Agreement without the prior written consent of the other parties, such consent not to be unreasonably withheld. Any unpermitted attempt to assign all or part of this Agreement shall be null and void *ab initio*. This Agreement shall inure to the benefit of and bind the parties hereto and their respective heirs, representatives, successors and permitted assigns.

18. Representations by Hazel and Hazel Health. Hazel Health and Hazel represents that: (i) they are duly organized, validly existing and in good standing under the laws of the state of its organization; (ii) are authorized and in good standing to conduct business in the State of Florida; (iii) has all necessary power and has received all necessary approvals to execute and perform its obligations in the Agreement; and (iv) the individuals executing the Agreement and this Addendum on behalf of Hazel and Hazel Health are authorized to do so.

19. **Funding Out.** If applicable, each payment obligation of the District created by this Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, this Agreement may be terminated by the District, Hazel or Chamber at the end of the period for which funds are available. Any Party must notify the other Parties at the earliest possible time before such termination.

20. **Subcontractors.** If Hazel or Hazel Health is permitted to subcontract any of the work set forth in the Agreement, each party shall ensure that each Subcontractor complies with all provisions of the Agreement. Hazel and Hazel Health will remain liable for the acts and omissions of such Subcontractor(s) and the proper performance and delivery of the products and/or services set forth in the Agreement.

21. **Notices; Agency Administrator.** Every notice, approval, consent or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent via hand delivery or overnight delivery (with a receipt), directed to the other party at its address provided below or such other address as either party may designate by notice from time to time in accordance herewith:

Hazel Health Services
Attn: Dr. Rob Darzynkiewicz, President
10775 Pioneer Trail Ste. 215
Truckee, CA 96161

Hazel Health, Inc.

Attn: Josh Golomb, CEO and President
118 2nd St. Flr 6
San Francisco, CA 94105

If to Chamber:

If to District:
The School Board of Miami-Dade County, Florida
1450 N.E. Second Avenue, Suite 912
Miami, Florida 33132
Dr. Jose Dotres

With a copy to:
The School Board of Miami-Dade County, Florida
Office of District Operations/Comprehensive Student Health Services:
Department Director: Attention: Brenda L. Wilder
Address: 2950 NW 43rd Terrace Miami, FL 33025

And a copy to:
The School Board of Miami-Dade County, Florida
Attn: Walter J. Harvey, General Counsel
1450 N.E. Second Avenue, Suite 430
Miami, Florida 33132

22. Survivorship. Those provisions which by their nature are intended to survive the expiration, cancellation or termination of the Agreement or Addendum, including, by way of example only, the Indemnification and Confidentiality provisions, shall survive the expiration, cancellation or termination of the Agreement and this Addendum.

23. No Gifts or Contingent Fees. It is the policy of the District to not accept gifts, gratuities, or favors of any kind or of any value whatsoever from vendors, members of the staff, or families. Hazel and Hazel Health warrant that they have not employed or retained any company or person, other than a bona fide Hazel or Hazel Health employee, to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual for firm, other than a bona fide employee working solely for the Hazel or Hazel Health, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. Hazel and Hazel Health further warrant that it, nor any of its directors, employees, officers or agents, nor any of their respective subsidiaries or affiliates, has taken, is currently taking or will take any action in furtherance of an offer, payment, promise, gifts or anything else of value, directly or indirectly, to anyone to improperly influence or otherwise secure any improper advantage in procuring business in relation to the Agreement and/or this Addendum. For the breach or violation of these provisions, the District shall have the right to terminate the Agreement without liability and/or, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

24. Background Screening. In accordance with the requirements of §1012.465, §1012.32 and §1012.467, Florida Statutes, and School Board Policies 8475, 1121.01, 3121.01 and 4121.01 as amended from time to time Hazel and Hazel Health agree that, if Hazel and Hazel Health all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and District Policies prior to providing services to The School Board of Miami-Dade County.

24 Miscellaneous.

- a) **Severability.** The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or unenforceability of any other term(s) or provision(s).
- b) **Waiver.** No waiver, including any waiver of breach, shall be valid unless in writing and signed by the parties.
- c) **Recitals/Captions.** The recitals are incorporated into this Agreement, but the captions are used solely for convenience.
- d) **Non-Discrimination.** Each party agrees that, in the performance of this Agreement, services will be provided without discrimination toward any patients, employees, or other persons to the extent prohibited by law. This includes the parties' agreement to treat all patients without regard to payer source, race, color, national origin, citizenship, sex, age, sexual orientation, disability, religion, or other factors unrelated to the patient's need for health care services.
- e) **Force Majeure.** If, as a result of an act of force majeure, including without limitation, an act of God, war, internal unrest and upheaval, hurricane or natural disaster, hurricane warning or hurricane watch issued by the US National Weather Service, tropical storm watch or tropical storm warning issued by the US National Weather Service, riot, labor dispute, strike, threat thereof, intervention of a government agency or instrumentality, pandemic, epidemic, public health emergency, local, state or national emergency declarations, or other occurrence beyond the reasonable control of either Party, is hindered in performing its obligations hereunder or is thereby rendered unable to perform its obligation hereunder, then, in such event, that Party shall have the right, upon notifying the other of the occurrence of force majeure as herein defined, to suspend or postpone performance of the activity until the event of the force majeure has passed. In the event that either Party is unable to perform for a period in excess of six (6) months at any time after the commencement date of this Agreement, the other Party may, at its option terminate the Agreement. In the case that conditions improve and warrant the resumption of activities and deployment of services, Parties would have at least one (1) month to coordinate the resumption of activities per this Agreement and/or will collaborate together to prepare a contingency plan to ensure continuity of services.
- f) **No Third Party Beneficiaries.** Nothing in this Agreement is intended, nor shall be deemed, to confer any benefits on any third party, including, without limitation any patients or District Chambers, nor shall such person or entity have any right to seek, enforce or recover any right or remedy with respect hereto. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.
- g) **Counterparts.** This Agreement may be executed in one or more counterparts, all of which together shall constitute only one agreement. If any signature is delivered by facsimile or email or is signed in any electronic format, such signature shall create a valid and binding obligation with the same force and effect as if such signature were handwritten.
- h) **Attorney's Fees.** Each party shall be responsible for its own attorney's fees and costs incurred as a result of any action or proceeding under this Agreement.

The parties hereto have executed this Agreement as of the Effective Date:

[signature page follows]

**MASTER SERVICES AGREEMENT BETWEEN THE SCHOOL BOARD OF
MIAMI-DADE COUNTY, FLORIDA, MIAMI BEACH CHAMBER EDUCATION
FOUNDATION, INC. , HAZEL HEALTH INC. AND TELEHEALTH SERVICES
USA**

<p align="center">SUBMITTED BY:</p> <hr/> <p>Charge Location Administrator Signature Date</p> <p align="center">APPROVED AS TO RISK AND BENEFITS (as to the School Board):</p> <hr/> <p>Risk Management Signature Date</p> <p align="center">APPROVED AS TO PROCUREMENT AUTHORITY (as to the School Board):</p> <hr/> <p>Procurement Management Signature Date</p> <p align="center">APPROVED AS TO FORM AND LEGAL SUFFICIENCY (as to the School Board):</p> <hr/> <p>School Board Attorney - Signature Date</p>	<p>THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA</p> <p>BY: _____ Signature (Superintendent of Schools or Designee)</p> <hr/> <p align="center">(Name Typed) Date</p>
<p>Miami Beach Chamber Education Foundation, Inc</p> <p>BY: _____ Signature</p> <p>Name: _____ (Name Typed) (Title) (Date)</p> <p>Address:</p> <p>F.E.I.N. _____</p>	<p align="center">Hazel Health, Inc.</p> <p>BY: _____ Signature</p> <p>Name: _____ (Name Typed) (Title) (Date)</p> <p>Address:</p> <p>F.E.I.N. _____</p> <p align="center">Hazel Health Services</p> <p>BY: _____ Signature</p> <p>Name: _____ (Name Typed) (Title) (Date)</p> <p>Address:</p> <p>F.E.I.N. (If organization) _____</p>

EXHIBIT A

Hazel Health shall provide the telehealth based primary care, counseling and mental health services for students at the below stated schools.

SCHOOL NAME	TOTAL ENROLLMENT
Miami Beach Nautilus MS	863
Miami Beach Fienberg/Fisher K-8 CTR	792
Miami Beach South Pointe ES	459
Biscayne Beach ES	535
The amount not to exceed paid by Chamber	\$26,290.00

SERVICES

1. Telehealth Physical Health Services: For each consultation, the Hazel Health provider shall:

- a. Direct/supervise Initiator in performing initial set tasks.
- b. Conduct a healthcare consult to assess the patient's clinical needs; and
- c. Based upon the healthcare consult, should Hazel Health's provider determine the patient's condition constitutes an emergent matter, refer the patient or directly contact the appropriate emergency service Professionals (e.g., 911).
- d. Only patients who have completed the necessary steps to create a valid provider-patient relationship via telehealth will receive consultations by Hazel Health provider, including the following steps:
 - i. Agreeing to an informed consent form, terms of use, and release of information and privacy policies .
 - ii. Completing a comprehensive clinical history disclosure via the online platform.
 - iii. Documenting a patient assessment.

2. Telehealth Mental Health Services: The Hazel Health suite of mental health services

include:

- a. Conducting behavioral health assessments.
 - b. Crisis consultation for the District to include clinical support for District staff, students and parents.
 - c. Conducting care management activities including transitioning care to a long-term provider for long term care or psychiatry.
3. **Sufficient Information.** The provider's service is reliant upon the accuracy and completeness of the patient information conveyed to the provider, which is the sole responsibility of the student/patient. The providers have the right to refuse to provide the Services if, in the independent clinical judgment of the provider, necessary information has not been provided to him or her.
4. **Consents.** To the extent required under state law or third party payer rules, Hazel Health shall obtain a valid patient informed consent to telehealth services, and shall place the consent in the patient's health record. To the extent required under state law or third party payer rules, Hazel Health shall communicate to and inform the patient of the nature of the professional services, including that such services will be delivered via telehealth.

Technology and Support

District Technology and Support Requirements. District shall provide its own Internet telecommunication lines necessary to effectively run the telehealth systems and equipment at District's school(s), including all costs associated with installation (if needed), maintenance and monthly availability fees. District is responsible for providing its own information technology support staff for its equipment, connectivity, software, and technology.

System Testing and Start-Up Period. As soon as the parties have installed and tested the telehealth equipment and software, and developed communication and clinical protocols, the parties shall conduct a series of "acceptance tests" designed to simulate a telehealth consult and shall refine the process as they mutually agree. The parties shall use all reasonable efforts to complete all start up, protocol development, and system testing matters approximately ten (10) days prior to the target commencement date for the Services in this Statement of Work.

District School Training. During the initial on-boarding and setup following the Effective Date, Hazel Health will be responsible for providing initial training and orientation to appropriate staff designated by District on telehealth technology utilized at District location(s). District agrees to fully collaborate with Hazel Health through this period of training and implementation. After the initial implementation and training performed by Hazel Health, District is solely responsible to provide ongoing training to its staff unless it elects to purchase additional optional training from Hazel Health.

EXHIBIT B

EXHIBIT C

Data Sharing Terms

ACCESS

District authorizes Hazel Health to access District data and shall facilitate a means for Hazel Health to access the data. Hazel Health shall access District data as set forth in parental consent.

To the extent required by law the District shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data, correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Hazel Health shall respond in a reasonably timely manner (and no later than forty-five (45) days from the date of the request or pursuant to the time frame required under state law for a District to respond to a parent or student, whichever is sooner) to the District's request for Student Data in a student's records held by the Hazel Health to view or correct as necessary. In the event that a parent of a student or other individual contacts the Hazel Health to review any of the Student Data accessed pursuant to the Services, the Hazel Health shall refer the parent or individual to the District, who will follow the necessary and proper procedures regarding the requested information.

If Student-Generated Content is stored or maintained by the Hazel Health, Hazel Health shall, at the request of the District, transfer, or provide a mechanism for the District to transfer, said Student-Generated Content to a separate account created by the student.

THIRD PARTY ACCESS

District may designate third parties who are authorized to securely access its District data via the Hazel Health Application Programming Interface (the "API"). Hazel Health shall not disclose District data to third parties unless explicitly authorized by the District in writing. District may, at any time, revoke any third party's access to District information by providing written notice to Hazel Health. The respective agencies obtaining confidential information are bound by this agreement and responsible for non - redisclosure under FERPA.

If transactional data is gathered Hazel Health may not share data with a third party. The transactional data may only be utilized by Hazel Health for a legitimate business purpose in order to improve the product utilized by the District.

Hazel Health shall enter into written agreements with all sub processors performing functions for the Hazel Health in order for the Hazel Health to provide the Services pursuant to the Data Sharing Agreement, whereby the sub processors agree to protect Student Data in a manner no less stringent than the terms of this DSA.

LAW ENFORCEMENT REQUESTS

Should law enforcement or other government entities ("Requesting Party(ies)") contact Hazel Health with a request for Student Data held by the Hazel Health pursuant to the Services, the Hazel Health shall notify the District in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the District of the request.

ADVERTISING LIMITATIONS

Hazel Health is prohibited from using, disclosing, or selling Student Data to inform, influence, or enable Targeted Advertising; or develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to District. This section does not prohibit Hazel Health from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations; or (ii) to make product recommendations to teachers or District employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DSA.

CONFIDENTIALITY AND SECURITY

- a. As part of the Services, Hazel Health will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers, and similar security codes and identifiers issued to Hazel Health's employees, agents, or subcontractor. Hazel Health agrees to require its employees to promptly report a lost or stolen access device or information.
- b. Hazel Health understands and agrees that it is subject to all federal and state laws and District Policies relating to the confidentiality of student information. District will allow the Hazel Health access to limited data as identified in this Data Sharing Agreement as necessary to perform the Services and pursuant to the terms of this Agreement in compliance with FERPA, COPPA, PPRA, 34 CFR 99.31(b) and Florida Statutes sections 1001.41 and 1002.22 all other privacy statutes as it relates to data privacy and security. Hazel Health shall only use the data and information provided by District for the purpose specified in this Agreement, and shall not disclose, copy, reproduce or transmit such data/information obtained under this Agreement and/or any portion thereof, except as necessary to fulfill the Agreement or as may be required by law.
- c. Hazel Health shall regard all student information as confidential and will not disclose the student information to any third party without prior written approval by The District.
- d. Hazel Health, subcontractor, and sub processors shall fully comply with the requirements of Section 1002.22 and Section 1002.221, Florida Statutes, or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records.
- e. Hazel Health will not sell Student Data to any third party.
- f. Both parties shall not disclose any confidential information except as required by Chapter 119, Florida Statutes or other applicable law.
- g. All written information submitted by District to Hazel Health in connection with the Services or which is stored on the Site is deemed confidential and trade secret.
- h. Data Privacy. Confidential information will be kept secured, the identity of all persons having access to the confidential information will be documented and access will be logged. In the event of a breach of confidentiality the breaching party will immediately notify the non-breaching party.
- i. Hazel Health represents and warrants that its collection access, use, storage, disposal and disclosure of District or user information does and will comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives.
- j. Without limiting Hazel Health's obligations under this Agreement to keep District data safe and confidential, Hazel Health shall implement administrative, physical and technical safeguards to protect Personal Information that are no less rigorous than accepted industry practices including specifically the International Organization for Standardization's standards ISO/IEC 27001 – Information Security Management Systems
- Requirements and ISO-IEC 27002 – Code of Practice for International Security Management, and shall ensure that all such safeguards, including the manner in which District information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement
- k. For all employees or subcontractor who have access to the District data during the term of each subcontractor or employee's employment by Hazel Health, Hazel Health shall at all times cause such subcontractor or employee to abide strictly by Hazel Health's obligations under this Agreement. Hazel

Health further agrees that it shall maintain a disciplinary process to address any unauthorized access, use or disclosure of Personal Information by any of Hazel Health's officers, partners, principals, employees, agents or Hazel Health's.

1. Hazel Health will not knowingly permit any Hazel Health's personnel to have access to any District records or data of District if the person has been convicted of a crime in connection with (i) a dishonest act, breach of trust, or money laundering, or has agreed to enter into a pretrial diversion or similar program in connection with a prosecution for such offense, as described in Section 19 of the Federal Deposit Insurance Act, 12 U.S.C. §1829(a); or (ii) a felony. Hazel Health shall assure that all contracts with subcontractors impose these obligations on the subcontractors and shall monitor the subcontractors' compliance with such obligations. No subcontractors may be used without prior written consent of District.
- I. At any time during the term of this Agreement at the District's written request or upon the termination or expiration of this Agreement for any reason Hazel Health shall, and shall instruct all Authorized Persons to, promptly return to the District all copies, whether in written, electronic or other form or media, of Personal Information in its possession or the possession of such Authorized Persons and securely dispose of all such copies, and certify in writing to the District that such personal Information has been returned to District and disposed of securely. Hazel Health shall comply with all directions provided by District with respect to the return and disposal of Personal Information. Data will be securely erased from any media once that media is no longer in use by termination of this Agreement or by disuse of equipment. All equipment which contains or has contained District Data must be securely erased prior to disposal. Secure erasure will be deemed the deletion of the data using a single pass overwrite Secure Erase (Windows) or Wipe (Unix),
- m. Hazel Health will assure that all data is transmitted from District's access points to the ultimate server and will be stored internally by Hazel Health or its subcontractors using District approved encryption of no less rigor than NIST validated-DES standards,
- n. Hazel Health shall not disclose District data to a third party without prior written consent from the District,
- o. Security Breach
 1. Hazel Health shall:
 - i. Provide District with the name and contact information for an employee of Hazel Health who shall serve as District's primary security contact and shall be available to assist District twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach;
 - ii. Notify District of a Security Breach as soon as practicable, but no later than seventy two (72) hours after Hazel Health becomes aware of it; and
 - iii. Notify District of any Security Breaches by telephone at the following number: 305-995-3750, e-mailing District with a read receipt at cfs@dadeschools.net and with a copy by e-mail to Hazel Health's primary business contact within District.
 2. Immediately following Hazel Health's notification to District of a Security Breach, the Parties shall coordinate with each other to investigate the Security Breach. Hazel Health agrees to fully cooperate with District in District's handling of the matter, including, without limitation:
 - i. Assisting with any investigation;
 - ii. Facilitating interviews with Hazel Health's employees and other involved in the matter; and
 - iii. Making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards or as otherwise [reasonably] required by District.

STORAGE AND BACKUPS

During the term of this Agreement, Hazel Health shall use a minimum of a Tier 1 datacenter. District's data

will be stored, backed up and served only on servers located within the continental United States. Hazel Health shall execute a document with the Tier 1 datacenters which host District's data. Hazel Health shall provide the District with a copy of the hosting agreement. Hazel Health shall notify the District in writing fifteen (15) days prior to any changes to the hosting provider. Hazel Health shall supply the District with proof of a pen test (or proof of SOC II compliance) and the ability to test the security parameters of the tenant configuration.

Hazel Health agrees that any and all District data will be stored, processed, and maintained solely on designated servers and that no District data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of Hazel Health's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states of the United States. Hazel Health agrees to store all District backup data stored as part of its backup and recovery processes in encrypted form, using no less than 128 bit key.

Hazel Health will ensure that District Data is encrypted and that all device/medium will be scanned at the completion of any contract or service Agreement and/or research study or project to ensure that no District Data, PII, personal information and/or student record information is stored on such electronic devices/medium. Furthermore, Hazel Health will have in place a service that will allow Hazel Health to wipe the hard drive on any stolen laptop or mobile electronic device remotely and have a protocol in place to ensure compliant use by employees.

1. If District receives a subpoena, warrant, or other legal order, demand (including an application for public information filed pursuant to Florida public records laws, or request seeking Data maintained by Hazel Health, the District will promptly provide a copy of the application to Hazel Health. Hazel Health will promptly supply District with copies of records or information required in order for the District to respond, and will cooperate with the District's reasonable requests in connection with its response.
2. Upon receipt of a litigation hold request, Hazel Health will preserve all documents and District data as identified in such request, and suspend any operations that involve overwriting, or potential destruction of documentation arising from such litigation hold.