



**Amendment to Behavioral Master Services Agreement Between Jefferson Co School District, Hazel Health Inc, and Telehealth Services USA**

This amendment, made and entered into on August 26, 2025 (the "Amendment"), is to amend the Behavioral Master Services Agreement (the "Agreement") between Jefferson Co School District ("District"), Telehealth Services USA and Hazel Health Inc (collectively the "Company") dated December 4, 2024. The terms of the Agreement are fully incorporated herein, and shall remain in effect, except as expressly amended herein.

WITNESSETH:

WHEREAS, it has been determined that the District and the Company would like to amend the Agreement as described below.

1. The Agreement is extended from February 26, 2026 until June 30, 2026.

2. For the Behavioral Health of services in the Agreement, the District will compensate Hazel \$0.00 per student for a total of \$0.00 for 19,446 students as a Platform Fee for the Term of this Agreement. The Platform Fee is compensation for software, care coordination, technology usage and training and for all student cost share responsibility when allowed by law. Payment will be made thirty (30) days after the Effective date of this Agreement. Hazel Health may bill third parties for any services rendered and eligible for reimbursement.

WHEREAS, in consideration of the Parties to amend their original obligations in the existing Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform and fulfill the terms and conditions and agreements below

**IN WITNESS WHEREOF**, the undersigned have caused this Amendment to be duly executed as of the date first above written. All other provisions remain unchanged.

Jefferson Co School District:

Company: Hazel Health Inc

By:

By:  Andrew Post

Name:

Name: Andrew Post

Title:

Title: President



**MASTER SERVICES AGREEMENT BETWEEN JEFFERSON COUNTY  
SCHOOL DISTRICT AND HAZEL HEALTH INC AND TELEHEALTH  
SERVICES USA**

**This Teletherapy Professional Services Agreement** ("Agreement") is made and entered into as of December 4, 2024 (the "Effective Date"), by and between, Hazel Health Inc., a Delaware corporation qualified to do business in Kentucky ("Hazel") and Telehealth Services USA, doing business as Hazel Health Services, a Kentucky professional corporation (Hazel Health) and the Jefferson County Schools existing under the state laws of Kentucky, ("District"), for the provision of telehealth-based professional health care services, 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 health care practitioners, in the State of Kentucky, 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, patient triage, training, and technology support services.

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

D. District believes 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.

E. Healthcare services, therapy or counseling services may occur at the District or outside the District to covered students 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 and its Professionals to provide 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 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 Physician or Professionals 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 Physicians or Professionals to continue to be available for phone consultation, to the extent such is appropriate in the Physician or Professionals' 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 Physician or Professional providing 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. Department 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. Department 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 Physician or Professionals 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 Physicians or Professionals.

**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 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. District agrees to provide a regular data feed to Provider with demographic and relevant data necessary to provide the highest quality care for students for which





**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 Physician or 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 a public school district accredited and in good standing under the laws of the State of Kentucky, 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. Department 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. Department 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 Covered Schools.** See Exhibit B for list of schools.

**1.10** Neither District nor its affiliates or subsidiaries, nor any employee, agent or representative of District or its affiliates has any financial relationship, direct or indirect, with any Physician or Professional, 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 agrees to comply with any FERPA or applicable State law requirements regarding the confidentiality of education records.

Hazel, Hazel Health, and their subcontractors will not use student records for advertising or marketing purposes unless such use is specifically authorized by this Agreement or otherwise authorized in writing by the District. Hazel, Hazel Health, and their subcontractors are prohibited from using student records to engage in targeted advertising and mining student records for any purposes other than those agreed to by the parties

**3. Compensation.** District shall pay Hazel in accordance with the payment provisions set forth in Exhibit A of this Agreement, incorporated herein (“Compensation”).

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

**5. Term and Termination.**

**5.1 Term.** The term of this Agreement shall commence on February 26, 2025 and shall continue through February 26, 2026. 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) 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 Physician 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 Physician 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 District 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 thirty (30) days written notice to the District.

**7. Insurance.** Hazel Health shall secure and maintain professional and general liability insurance (which may be provided through a combination of insurance and/or program of self-insurance) covering such party against any claims or losses arising out of the performance of its the obligations and services hereunder in an amount of at least One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate per annum or in any greater minimum amount if required by State law. Upon the receipt of any notice of cancellation, termination, or material change of such policy, Hazel Health shall promptly notify the District in writing. In the event Hazel Health procures a "claims-made" policy to meet the insurance requirements herein, Hazel Health shall obtain "tail" coverage upon the termination of any such policy or upon termination of this Agreement. Said "tail" policy shall provide coverage for an indefinite reporting period.





**8. Access to Books and Records.** To the extent applicable, until the expiration of four (4) years after the furnishing of Services hereunder, the parties shall make available to the Secretary of the Department 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.

**9. Indemnification.** To the extent permitted by law, each party to this Agreement ("Indemnifying Party") shall indemnify and hold the other party to this Agreement ("Indemnified Party") harmless from any and all claims asserted against the Indemnified Party by any person who is not a party to this Agreement (and all related liabilities, costs and expenses of any kind whatsoever, including but not limited to attorneys' fees and court costs), to the extent arising out of (i) the negligent acts or omissions or misconduct of the Indemnifying Party, its employees or agents, (ii) noncompliance with any applicable federal or state law, rule or regulation by the Indemnifying Party, its employees or agents, or (iii) any breach by the Indemnifying Party, its agents, employees, or servants of any material covenant or condition of this Agreement. The obligations herein shall survive termination of this Agreement. This indemnification shall not apply to claims covered by insurance, to the extent of such insurance coverage.

**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. Limitation of Liability.** In no event shall Hazel and Hazel Health be liable to district or any third party for any incidental or consequential damages (including, without limitation, indirect, special, punitive, or exemplary damages for loss of business, loss of profits, business interruption, loss of data, or loss of business information) arising out of or connected in any way with Hazel Health's performance under this agreement, or use of or inability to use the equipment or software, or for any claim by any other party, even if Hazel or Hazel Health have been advised of the possibility of such damages. Hazel and Hazel Health shall not be liable for defects in or failures of equipment and/or software, or for defaults by, or defects in services rendered by, third parties. This limitation of liability shall apply even if the express warranties set forth above fail of their essential purpose.

**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 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 Physician 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 Professional of the Services. The parties may publicly announce they have entered into this Agreement.

**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 the parties. 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 Kentucky law, specifically excluding its choice-of-law principles. The exclusive forum and venue for the foregoing is the State or District Court of Jefferson, Kentucky, 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*. Notwithstanding the foregoing, Hazel Health may, with prior written consent by the District, assign or transfer this Agreement, and/or any of its rights, duties, or obligations hereunder, to any entity that is an affiliate or subsidiary of Hazel Health or any successor organization assuming a controlling interest in Hazel Health or its assets. This Agreement shall inure to the benefit of and bind the parties hereto and their respective heirs, representatives, successors and permitted assigns.

**18. Federal Requirements.** The District may utilize federal funds for its payment pursuant to the Agreement.

**19. 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 Kentucky; (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 on behalf of Hazel and Hazel Health are authorized to do so.

**20. Funding Out.** 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 at the end of the period for which funds are available. The District shall notify the vendor at the earliest possible time before such termination.

**21. 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 and this Addendum. 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. Hazel may replace Hazel Health as the medical provider with 30 days written notice to the District.



**22. 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

If to District:  
Jefferson Co School District  
Attn:  
3332 Newburg Rd  
Louisville, Kentucky 40218  
United States

Hazel Health, Inc.  
Attn: Josh Golomb, CEO and  
President  
8300 Esters Blvd., Suite 900  
Irving, TX 75063

**23. 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.

**24. 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.

**25. Miscellaneous. 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). **Waiver.** No waiver, including any waiver of breach, shall be valid unless in writing and signed by





the parties. **Recitals/Captions.** The recitals are incorporated into this Agreement, but the captions are used solely for convenience. **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, pregnancy or related condition, age, sexual orientation, disability, religion, or other factors unrelated to the patient's need for health care services. **Data Usage.** Each party agrees that Hazel may use anonymized District student data for research and the analysis of the effectiveness of the Services performed under this Agreement. **Force Majeure.** Each party shall be excused from delays in performing its obligations if resulting from causes beyond the commercially reasonable control of the party, including default of vendors, acts of God, governmental actions, fire, flood, epidemic, and embargoes. **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 contractors, 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 Kentucky to be sued by third parties in any matter arising out of any contract. **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. **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:**

**Hazel Health Services**

By: *Robert Darzynkiewicz*

Robert Darzynkiewicz  
President of TSU, & Senior Medical Advisor  
10775 Pioneer Trail, Ste 215  
Truckee, CA 96161

**Jefferson County Public School**

By:

3332 Newburg Rd  
Louisville, Kentucky 40218  
United States

**Hazel Health, Inc.**

By: *Josh Golomb*

Josh Golomb  
Chief Executive Officer  
8300 Esters Blvd., Ste 900  
Irving, TX 75231





## **EXHIBIT A**

Hazel Health shall provide the telehealth counseling and mental health services for students listed in the “Covered Schools” section.

## **SERVICES**

**1. Telehealth Mental Health Services:** The Hazel Health suite of mental health services include:

- a. Conducting behavioral health assessments.
- b. Conducting care management activities including transitioning care to a long-term provider for long term care or psychiatry. Short-term therapy sessions.
- c. Crisis consultation for the District to include clinical support for District staff, students and parents.

**2. Sufficient Information.** The Professional’s service is reliant upon the accuracy and completeness of the patient information conveyed to the Professional, which is the sole responsibility of the student/patient. The Professionals have the right to refuse to provide the Services if, in the independent clinical judgment of the Professional, necessary information has not been provided to him or her.

**3. 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.

**4. Compensation**

The District will compensate Hazel a Platform Fee of \$15.00 for 19,446 students for a total of \$291,690.00. The District has also received third party funding for an additional 46,500 students who will receive services from Hazel Health at no cost to the District. The Platform Fee is compensation for hardware, software, care coordination, technology usage and training and for all student cost share responsibility when allowed by law. Hazel Health may bill third parties, such as Kentucky Medicaid, for any services rendered and eligible for reimbursement.



law. Hazel Health may bill third parties, such as Kentucky Medicaid, for any services rendered and eligible for reimbursement.

#### **Payment Terms and Schedule**

The total contract amount shall be **\$291,690.00**, payable in four (4) equal installments of **\$72,992.50** each, according to the following schedule:

1. **Invoice 1: Due thirty (30) days after the execution of this Agreement – \$72,992.50**
2. **Invoice 2: Due on May 31, 2025 – \$72,992.50**
3. **Invoice 3: Due on August 30, 2025 – \$72,992.50**
4. **Invoice 4: Due on November 30, 2025 – \$72,992.50**

#### **Technology and Support**

**District's 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 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's 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.

**Student Information.** After parental consent, the District will provide demographic information of the students to Hazel Health forty five (45) days prior to the launching of the first school in the District. Demographic information includes, but is not limited to, Parent or Guardian name, email address, phone number and student's name, date of birth and gender.

## **EXHIBIT B**

### **Elementary Zone 1**

**Cane Run 419**

**Dixie 384**

**Jacob 539**

**Kerrick 359**

**Mill Creek 450**

**Sanders 402**

**Wilkerson 550**

### **Elementary Zone 2**

**Foster 308**

**Frayser 429**

**Indian Trail 662**

**Rangeland 543**

**Semple 603**

**Shelby 291**

**Young 97**

### **Elementary Zone 3**

**Coleridge-Taylor 314**

### **Middle Schools**

**Conway 697**

**Olmsted Academy North 473**

**Olmsted Academy South 547**

**Stuart Academy 1191**

**Thomas Jefferson 956**



Hudson Middle School 596  
Academy @ Shawnee MS/HS 1046  
Byck Elementary 275  
Engelhard Elementary 268  
(JF) Kennedy Elementary 499  
King Elementary 305  
McFerran Preparatory Academy 601  
Maupin Elementary 334  
Perry Elementary 434

Supervised by Middle School Office:

Supervised by Zone 2:  
Atkinson Academy 472  
Breckinridge-Franklin Elementary 420  
Cochran Elementary 435  
Portland Elementary 301





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/5/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Newfront Insurance Services 777 Mariners Island Blvd Suite 250 San Mateo, CA 94404  www.newfront.com	<b>CONTACT</b> NAME: Cert Request PHONE (A/C, No, Ext): 650-488-8565 FAX (A/C, No): E-MAIL: TechCertRequest@newfront.com ADDRESS:  INSURER(S) AFFORDING COVERAGE INSURER A: Lloyds of London INSURER B: American Guarantee and Liability Ins Co INSURER C: Beazley/Underwriters at Lloyd's, London INSURER D: Travelers Casualty and Surety Co of Amer INSURER E: INSURER F:
<b>INSURED</b> Hazel Health, Inc. Telehealth Services USA dba Hazel Health Services Telehealth Services South dba HazelHealth Services 8300 Esters Blvd, Suite 900 Irving, TX 75063	NAIC # 26247 31194

COVERAGES CERTIFICATE NUMBER: 83863442 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		MSN0140175998	12/17/2024	12/17/2025	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		MSN0140175998	12/17/2024	12/17/2025	COMBINED SINGLE LIMIT (Ea accident) \$3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	WC 3022323 - 01 WC 3022325 - 01	12/17/2024 12/17/2024	12/17/2025 12/17/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Cyber Liability/Tech E&O			MSN0140175998	12/17/2024	12/17/2025	\$5,000,000 Per Claim/\$5,000,000 Aggregate
C	Sexual Abuse & Molestation			D2FE7C240401	12/17/2024	12/17/2025	\$1,000,000 Per Claim/\$2,000,000 Aggregate
A	Professional Liability			MSN0140175998	12/17/2024	12/17/2025	\$3,000,000 Per Claim/\$3,000,000 Aggregate
D	Fidelity/Employee Dishonesty			107253263	11/13/2024	12/17/2027	Limit: \$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: All Operations of the Named Insured.  
Jefferson County School District is included as Additional Insured under General Liability and Auto Liability Policies, but only the extent required by written contract or agreement.

## CERTIFICATE HOLDER

## CANCELLATION

Board of Education of Jefferson County  
Attn: Insurance/Real Estate Dept  
3332 Newburg Road  
Louisville, KY 40218

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rod Sockolov

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ACORD 25 (2016/03)

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