

This Confidential Data Privacy Agreement (“DPA”) is entered into by and between:

THE BOARD OF EDUCATION OF JEFFERSON COUNTY KENTUCKY, a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 (the “Board” or “Jefferson County Public Schools”) and

Care Solace, Inc., a vendor corporation organized under the laws of Delaware, with its principal place of business located at 120 Birmingham Drive, Suite 200, Cardiff, CA 92007 (the “Provider”).

**WHEREAS**, the Provider is providing educational or digital services to the Board.

**WHEREAS**, the Provider and the Board recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. § 1232g (34 CFR Part 99); the Children’s Online Privacy Protection Act (“COPPA”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations and

**WHEREAS**, the Provider and the Board desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

**NOW THEREFORE**, for good and valuable consideration, the Board and Provider agree as follows:

#### ARTICLE I: PURPOSE AND SCOPE

- 1. Entire Agreement.** This DPA is the entire agreement between the Parties and supersedes any and all agreements, representations, and negotiations, either oral or written, between the Parties before the effective date of this DPA. This DPA may not be amended or modified except in writing as provided below. This DPA is supplemented by the Board’s Procurement Regulations currently in effect (hereinafter “Regulations”) that are incorporated by reference into and made part of this DPA. In the event of a conflict between any provision of this DPA and the Regulations, the Regulations shall prevail. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
- 2. Term.** This DPA shall be effective as of January 21, 2026 (the “Effective Date”) and shall continue for one (1) year, terminating on January 21, 2027.
- 3. Services.** The services to be provided by Provider to the Board pursuant to this DPA are detailed in Exhibit “A” (the “Services”). Any compensation to be provided by the Board to Provider is also detailed in Exhibit “A” (the “Compensation”). Each party shall be responsible for their portion of costs that may result from data sharing. Examples of potential costs to the Board are costs associated with the compiling of Confidential Data requested under this DPA and costs associated with the electronic delivery of Confidential DATA to Provider.
- 4. Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Confidential Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing the Services, the Provider shall be considered a School Official with a legitimate educational interest, and

performing services otherwise provided by the Board. Provider shall be under the direct control and supervision of the Board, with respect to its use of Confidential Data.

5. **Confidential Data to Be Provided.** In order to perform the Services described above, the Board shall provide Confidential Data as identified in the Schedule of Data, attached hereto as **Exhibit "B".**
6. **DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit "C".** In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

## ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Confidential Data Property of the Board.** All Confidential Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the Board. The Provider further acknowledges and agrees that all copies of such Confidential Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Confidential Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Confidential Data contemplated per the Service Agreement, shall remain the exclusive property of the Board. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the Board as it pertains to the use of Confidential Data, notwithstanding the above.
2. **Parent Access.** To the extent required by law the Board shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Confidential Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider 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 the Board to respond to a parent or student, whichever is sooner) to the Board's request for Confidential Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Confidential Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the Board, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the Board, transfer, or provide a mechanism for the Board to transfer, said Student-Generated Content to a separate account created by the student.
4. **Law Enforcement Requests.** Should law enforcement or other government entities ("Requesting Party(ies)") contact Provider with a request for Confidential Data held by the Provider pursuant to the Services, the Provider shall notify the Board in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the Board of the request.
5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the

Service Agreement, whereby the Subprocessors agree to protect Confidential Data in a manner no less stringent than the terms of this DPA.

6. **Research and Program Evaluation.** For any project, involving data collection or research (e.g., program evaluation or monitoring activities), student or staff participation is voluntary. As a federally authorized Institutional Review Board (IRB), the Board complies with the federal definition for research, which includes sharing of Personally Identifiable Information (PII) for the purposes of answering a question or evaluating activities for effectiveness beyond standard educational or operational procedures. Thus, all data collection and research activities must be approved by the Board's IRB and shall not begin before approval is secured from the IRB. If Provider wishes to collect data specifically for program evaluation or research purposes, or if Provider wishes to use identifiable data for program evaluation or research purposes, Provider must apply for and obtain permission from the Board's IRB prior to beginning any research or evaluation related data collection.

### **ARTICLE III: DUTIES OF THE BOARD**

1. **Provide Data in Compliance with Applicable Laws.** The Board shall provide Confidential Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights.** If the Board has a policy of disclosing Education Records and/or Confidential Data under FERPA (34 CFR § 99.31(a)(1)), the Board shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions.** The Board shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Confidential Data.
4. **Unauthorized Access Notification.** The Board shall notify Provider promptly of any known unauthorized access. The Board will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

### **ARTICLE IV: DUTIES OF PROVIDER**

1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Confidential Data privacy and security, all as may be amended from time to time, including but not limited to FERPA; the Kentucky Family Educational Rights and Privacy Act, KRS 160.700 et seq.; the Richard B. Russell National School Lunch Act, 42 U.S.C. 1751 et seq.; the Child Nutrition Act of 1966, 42 U.S.C. 1771 et seq.; 7 C.F.R. 245.6 et seq.; the Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931 et seq.; and the Kentucky Open Records Act, KRS 61.820 et seq.
2. **Data Custodian.** For the purposes of this DPA and ensuring Provider's compliance with the terms of this DPA and all application of state and federal law, Provider designated Amir Pirnia, Chief Technology Officer, [amir.pirnia@caresolace.org](mailto:amir.pirnia@caresolace.org), as the data custodian ("Data Custodian") of the Confidential Data. The Board will release all data and information under this DPA to Data Custodian. Data Custodian shall be responsible for transmitting all data requests and maintain a log or other record of all data requested and received pursuant to this DPA,

including confirmation of the return or destruction of data as described below. The Board may, upon request, review the records Provider is required to keep under this DPA.

3. **Authorized Use.** The Confidential Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in **Exhibit “A”** or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA. Provider will not contact the individuals included in the data sets without obtaining advance written authorization from the Board, except as necessary to perform the Services.
4. **Provider Employee Obligation.** Provider shall require all of Provider’s employees and agents who have access to Confidential Data to comply with all applicable provisions of this DPA with respect to the Confidential Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Confidential Data pursuant to the Service Agreement.
5. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Confidential Data or any portion thereof, including without limitation, user content or other nonpublic information and/or personally identifiable information contained in the Confidential Data other than as required by law or court order or as authorized by a parent or “eligible student,” as defined by FERPA. If Provider becomes legally compelled to disclose any Confidential Data (whether by judicial or administrative order, applicable law, rule, regulation, or otherwise), then Provider shall use all reasonable efforts to provide the Board with prior notice before disclosure so that the Board may seek a protective order or other appropriate remedy to prevent the disclosure or to ensure the Board’s compliance with the confidentiality requirements of federal or state law. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information or to Subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Confidential Data to any third party.
6. **De-Identified Data:** Provider agrees not to attempt to re-identify De-Identified Confidential Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the Board or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider’s educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive Learning purpose and for customized student Learning. Provider’s use of De-Identified Data shall survive termination of this DPA or any request by the Board to return or destroy Confidential Data. Except for Subprocessors, Provider agrees not to transfer de-identified Confidential Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the Board who has provided prior written consent for such transfer. Prior to publishing any document that names the Board explicitly or indirectly, the Provider shall obtain the Board’s prior written approval.
7. **Disposition of Data.** Upon written request from the Board, Provider shall dispose of or provide a mechanism for the Board to transfer Confidential Data obtained under the Service Agreement in a usable format, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the Board is received to return the data in a usable format, Provider shall dispose of all Confidential Data after providing the Board with reasonable prior notice. The duty to dispose of Confidential Data shall not extend to Confidential Data that had been De-Identified or placed in a

separate student account pursuant to section II 3. The JCPS may employ a **“Directive for Disposition of Data”** form, a copy of which is attached hereto as **Exhibit “D”**. If the JCPS and Provider employ **Exhibit “D”**, no further written request or notice is required on the part of either party prior to the disposition of Confidential Data described in **Exhibit “D”**.

8. **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Confidential Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to the Board. This section does not prohibit Provider from using Confidential Data (i) for adaptive Learning or customized student Learning (including generating personalized Learning recommendations); or (ii) to make product recommendations to teachers or JCPS employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Confidential Data as permitted in this DPA and its accompanying exhibits.
9. **Liability.** Provider agrees to be responsible for and assumes all liability for any claims, costs, damages or expenses (including reasonable attorneys’ fees) that may arise from or relate to Provider’s intentional or negligent release of personally identifiable student, parent or staff data (“Claim” or “Claims”). Provider agrees to hold harmless the Board and pay any costs incurred by the Board in connection with any Claim; provided, however, that Provider shall not assume any liability for Claims resulting from the sole negligence of the Board or Jefferson County Public Schools. The provisions of this Section shall survive the termination or expiration of this DPA.

## ARTICLE V: DATA PROVISIONS

1. **Data Storage.** Where required by applicable law, Confidential Data shall be stored within the United States. Upon request of the Board, Provider will provide a list of the locations where Confidential Data is stored.
2. **Audits.** No more than once a year, or following unauthorized access, upon receipt of a written request from the Board with at least ten (10) business days’ notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the Board to audit the security and privacy measures that are in place to ensure protection of Confidential Data or any portion thereof as it pertains to the delivery of services to the JCPS. The Provider will cooperate reasonably with the Board and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or the Board, and shall provide reasonable access to the Provider’s facilities, staff, agents and the Board’s Confidential Data and all records pertaining to the Provider, the Board and delivery of Services to the Board. Failure to reasonably cooperate shall be deemed a material breach of the DPA.
3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Confidential Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the standards set forth in **Exhibit “E”**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit “E”**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who the Board may contact if there are any data security concerns

or questions. Additionally, The Provider agrees to maintain a minimum security standard including but limited to the following precautions and protections:

- a) Encrypting all data, at rest and in transit;
- b) Maintaining multi-factor authentication on accounts that can access the network or email remotely, including 3rd party accounts;
- c) Securing access to any physical areas/electronic devices where sensitive data are stored;
- d) Establishing and enforcing well-defined data privilege rights which follow the rule of least privilege and restrict users' access to the data necessary for this to perform their job functions;
- e) Ensuring all staff and 3rd parties sign a nondisclosure statement, and maintaining copies of the signed statements;
- f) Installing end-point protection including but not limited to anti-malware and anti-spyware on any device connected to the network that has access to scoped data, when applicable

**4. Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Confidential Data that compromises the security, confidentiality or integrity of the Confidential Data maintained by the Provider the Provider shall provide notification to the Board within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:

- (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
  - i. The name and contact information of the individual reporting a breach subject to this section.
  - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
  - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
  - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
  - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Confidential Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
- (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized

acquisition or use of Confidential Data or any portion thereof, including personally identifiable information and agrees to provide the Board, upon request, with a summary of said written incident response plan.

- (4) The Board shall provide notice and facts surrounding the breach to the affected students, parents or guardians, or staff, as applicable.
- (5) In the event of a breach originating from the Board's use of the Service, Provider shall cooperate with the Board to the extent necessary to expeditiously secure Confidential Data.

**5. Kentucky Personal Information Security and Breach Investigation Procedures and Practices Act.** If Provider receives Personal Information as defined by and in accordance with the Kentucky Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq. (the "Act"), Provider shall secure, protect and maintain the confidentiality of the Personal Information by, without limitation, complying with all requirements applicable to "non-affiliated third parties" set forth in the Act, including but not limited to the following:

- a. "Personal Information" is defined in accordance with KRS 61.931(6) as an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:
  - i. An account, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
  - ii. A Social Security number;
  - iii. A taxpayer identification number that incorporates a Social Security number;
  - iv. A driver's license number, state identification card number or other individual identification number issued by an agency;
  - v. A passport number or other identification number issued by the United States government; or
  - vi. Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by FERPA.
- b. As provided in KRS 61.931(5), a "non-affiliated third party" means any person or entity that has a contract or agreement with an agency and receives (accesses, collects or maintains) personal information from the agency pursuant to the contract or agreement.
- c. Provider shall not re-disclose, without the written consent of JCPS or a parent or "eligible student" (as defined by FERPA), any "personal information," as defined in KRS 61.931, or any other personally identifiable information of a student or other persons, such as employees.

- d. Provider agrees to cooperate with JCPS in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.
- e. Provider agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.

**6. Cloud Computing Service Providers.** If Provider is a cloud computing service provider (as defined in KRS 365.734(1)(b) as "any person other than an educational institution that operates a cloud computing service"), Provider agrees that:

Provider shall not process student data for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the provider receives express permission from the student's parent. Provider shall work with the student's school and district to determine the best method of collecting parental permission. KRS 365.734 defines "process" and "student data."

Pursuant to KRS 365.734(2), Provider shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes.

Pursuant to KRS 365.734(2), Provider shall not sell, disclose, or otherwise process student data for any commercial purpose.

Pursuant to KRS 365.734(3), Provider shall certify in writing to the agency that it will comply with KRS 365.734(2).

## ARTICLE VI: MISCELLANEOUS

- 1. Termination.** Either party may terminate this DPA if the other party breaches any terms of this DPA, provided however, the breaching party shall have thirty (30) days to cure such breach and this DPA shall remain in force. The Board may terminate this DPA in whole or in part at any time by giving written notice to Provider of such termination and specifying the effective date thereof, at least thirty (30) days before the specified effective date. In the event of termination by the Board for breach of this DPA, in accordance with **Attachment A**, the Board shall compensate Provider for Services satisfactorily performed through the effective date of termination. Any attempt to terminate the Service Agreement based upon a breach of this DPA shall be considered a "Dispute" subject to the dispute resolution provisions set forth in Paragraph 11 of this section below.
- 2. Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of JCPS's Confidential Data pursuant to Article IV, section 6.
- 3. Priority of Agreements.** This DPA shall govern the treatment of Confidential Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence.
- 4. Modification.** No waiver, alteration or modification of the provisions of this Agreement shall be binding unless in writing and mutually agreed upon. Any modifications or additions to this Agreement must be negotiated and approved by both parties.

**5. Disputes.** Any differences or disagreements arising between the Parties concerning the rights or liabilities under this DPA, or any modifying instrument entered into pursuant to this DPA, shall be resolved through the procedures set out in the Regulations.

**6. Notices.** All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or certified mail, sent to the designated representatives below.

The designated representative for the Board for this DPA is:

Name: Alicia Averette \_\_\_\_\_

Title: Assistant Superintendent

Address: 3332 Newburg Road, Louisville, KY 40218 \_\_\_\_\_

Phone: 502-485-3255 \_\_\_\_\_

Email: alicia.averette@jefferson.kyschools.us

The designated representative for the Provider for this DPA is:

Name: Chad Castruita Title: Chief Executive Officer

Address: 120 Birmingham Drive, Suite 200, Cardiff, CA 92007

Phone: 818-47-5609 \_\_\_\_\_ Email: chad.castruita@caresolace.org

**7. Amendment and Waiver.** This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

**8. Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.

**9. Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF KENTUCKY, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR JEFFERSON COUNTY KENTUCKY FOR

ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.

- 10. Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the Board no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Confidential Data within the Service Agreement. The Board has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.
- 11. Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Confidential Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Confidential Data and/or any portion thereof.
- 12. Relationship of Parties.** The Board is not an employee, agent, partner or co-venturer of or with Services Provider. Neither Services Provider nor the Board shall represent or imply to any party that it has the power or authority to enter into a contract or commitment in the name of or on behalf of the other, or to otherwise bind the other.
- 13. Equal Opportunity.** During the performance of this DPA, Provider agrees that Provider shall not discriminate against any employee, applicant or subcontractor because of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions. If the Compensation is paid from federal funds, this DPA is subject to Executive Order 11246 of September 24, 1965 and in such event the Equal Opportunity Clause set forth in 41 Code of Federal Regulations 60-1.4 is hereby incorporated by reference into this DPA as if set forth in full herein.
- 14. Prohibition on Conflicts of Interest.** It shall be a breach of this DPA for Provider to commit any act which is a violation of Article XI of the Regulations entitled "Ethics and Standards of Conduct," or to assist or participate in or knowingly benefit from any act by any employee of the Board which is a violation of such provisions.
- 15. Contractor** shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to Provider for the duration of this DPA and shall reveal any final determination of a violation by the Provider of the preceding KRS chapters.
- 16. Access to School Grounds.** No employee or agent of Provider shall access the Board's school grounds on a regularly scheduled or continuing basis for purposes of providing services to students under this DPA.

IN WITNESS WHEREOF, The Board and Provider execute this DPA as of the Effective Date above.

**BOARD OF EDUCATION OF JEFFERSON COUNTY KENTUCKY**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: Dr. Brian H. YearwoodTitle/Position: Superintendent**Care Solace, Inc.***Natasha Conahan*Date: 01-05-2026

By: \_\_\_\_\_

Printed Name: Natasha ConahanTitle/Position: Chief Operating Officer

**EXHIBIT "A"****DESCRIPTION OF SERVICES**

Provider shall provide software licenses and support for the following products at prices equal or below Provider's standard pricing rates for the products:

As set forth more fully in the Service Agreement, Care Solace will manage and operate a version of caresolace.org that is branded for Jefferson County Public Schools. Care Solace will take all reasonable steps to ensure the branded site is live in December 2025. Care Solace will provide access to the branded site to users authorized by the School District, including School District staff, students, and parents, on a Software-as-a-Service basis.

Care Solace shall also facilitate a process called the "Warm Handoff," whereby School District staff or third party designated as school officials provide contact information of a student or family in need of mental health treatment providers. Care Solace will work with contact to connect the student to treatment providers. Care Companions are available 24 hours per day, 7 days per week, to work directly with students and families to connect with treatment providers.

**COMPENSATION**

Purchase orders shall be entered by the Student Support Services department. Funds for purchase shall come from SP11033-0735-900XP. Total payments under the Service Agreement and this DPA shall not exceed \$362,178.75 per term, running from November 30, 2025, through November 29, 2026.

EXHIBIT "B"

SCHEDULE OF DATA

Category of Data	Elements	Check if Used by Your System (Windows)	Check if Used by Your System (ChromeOS - apps/extensions from Chrome Web Store and Google Play Store)	Check if Used by Your System (iOS)	Check if Used by Your System (Browser Based)	Check if Used by Your System (Other, please specify: _____)
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Other application technology meta data- Please specify:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Assessment	Standardized test scores	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Observation data	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Other assessment data-Please specify: Screeners and Assessments: Health, Wellness, Special Education	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Communications	Online communications captured (emails, blog entries)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Conduct	Conduct or behavioral data	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Demographics	Date of Birth	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Place of Birth	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Gender	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Ethnicity or race	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Language information (native, or primary language spoken by student)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Student disability information	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Category of Data	Elements	Check if Used by Your System (Windows)	Check if Used by Your System (ChromeOS - apps/extensions from Chrome Web Store and Google Play Store)	Check if Used by Your System (iOS)	Check if Used by Your System (Browser Based)	Check if Used by Your System (Other, please specify: _____)
	Other demographic information-Please specify:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Enrollment	Student school enrollment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Student grade level	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Homeroom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Year of graduation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Other enrollment information-Please specify: School Site, Exit codes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Email	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Phone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Schedule	Student scheduled courses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Teacher names	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Special Indicator	English language Learner information	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Low income status	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Medical alerts/ health data	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Category of Data	Elements	Check If Used by Your System (Windows)	Check If Used by Your System (ChromeOS - apps/extensions from Chrome Web Store and Google Play Store)	Check If Used by Your System (iOS)	Check If Used by Your System (Browser Based)	Check if Used by Your System (Other, please specify: _____)
	Specialized education services (IEP or 504)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Living situations (homeless/foster care)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Other Indicator information-Please specify: Third-party administrator (TPA) list, Random Moment Time Study (RMTS), data, annual report completion date	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Staff Data	First and Last Name	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Email Address	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Staff ID number	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Other information – Please specify - phone number, school site(s), students associated with, if referring	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Student Contact Information	someone to services					
	Address	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Email	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Phone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Student Identifiers	Local (School district) ID number	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	State ID number	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Provider/App assigned student ID number	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Student app passwords	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Student Name	First and/or Last	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Student In App Performance	Program/application performance (typing program- student types 60 wpm, reading program- student reads below grade level)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Student work	Student generated content; writing, pictures, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Category of Data	Elements	Check if Used by Your System (Windows)	Check if Used by Your System (ChromeOS - apps/extensions from Chrome Web Store and Google Play Store)	Check if Used by Your System (iOS)	Check if Used by Your System (Browser Based)	Check if Used by Your System (Other, please specify)
	Other student work data -Please specify:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Student course data	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Student course grades/ performance scores	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Other transcript data - Please specify:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Other transportation data – Please specify:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other	Please list each additional data element used, stored, or collected by your application:  - Student Health Insurance: Insurance Plan, Subscriber's Full Name (first, last), Subscriber's Full Address (number, street, city, state, ZIP) - Consent for services and consent for billing: provided by parent/guardian, minor, student adult, or decline, and expiration date - School staff using SIS/AI-in-One EHR services: full name, email address, date of birth, gender, other fields required to add standard provider information for user in the application - Distance willing to travel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
- Treatment preferences - Categorical description of issues - Need for low-fee or free services		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
None	No Confidential Data collected at this time. Provider will immediately notify JCPS if this designation is no longer applicable.					

**EXHIBIT "C"**  
**DEFINITIONS**

**Compensation:** Amounts to be paid to the Provider in exchange for software licenses and support. The maximum amount of Compensation that may be paid under this DPA is set forth in Attachment A. The Board is not obligated to pay the maximum Compensation amount solely by its inclusion in this DPA. Compensation owed is determined by the purchase orders submitted to Provider. The cost for any single license or support provided under this DPA shall not exceed Provider's standard pricing for that product.

**De-Identified Data and De-Identification:** Records and information are considered to be De-Identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

**Educational Records:** Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

**Metadata:** means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

**Operator:** means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K-12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with the Board to provide a service to the Board shall be considered an "operator" for the purposes of this section.

**Provider:** For purposes of the DPA, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Confidential Data. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

**Regulations:** The Board Procurement Regulations, available on the JCPS website, as may be amended from time to time.

**Student Generated Content:** The term "Student-Generated Content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

**School Official:** For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Confidential Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Education Records.

**Service Agreement:** Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

**Confidential Data:** Confidential Data includes any data, whether gathered by Provider or provided by the Board or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Confidential Data includes Meta Data. Confidential Data further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Confidential Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Confidential Data as specified in Exhibit "B" is confirmed to be collected or processed by the Provider pursuant to the Services. Confidential Data shall not constitute that information that has been anonymized or De-Identified, or anonymous usage data regarding a student's use of Provider's services.

**Subprocessor:** For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than Board or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Confidential Data.

**Targeted Advertising:** means presenting an advertisement to a student where the selection of the advertisement is based on Confidential Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted Advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

**Third Party:** The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Confidential Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

**EXHIBIT "D"****DIRECTIVE FOR DISPOSITION OF DATA**

The Board of Education of Jefferson County Kentucky directs Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between The Board and Provider. The terms of the Disposition are set forth below:

**1. Extent of Disposition**

Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

[Insert categories of data here]

Disposition is Complete. Disposition extends to all categories of data.

**2. Nature of Disposition**

Disposition shall be by destruction or deletion of data.

Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

[Insert or attach special instructions]

**3. Schedule of Disposition**

Data shall be disposed of by the following date:

As soon as commercially practicable.

By [Insert Date]

Signature

---

Authorized Representative of the Board

---

Date

Verification of Disposition of Data

---

Authorized Representative of Provider

---

Date

**EXHIBIT "E"**  
**DATA SECURITY REQUIREMENTS**

**Adequate Cybersecurity Frameworks**

Provider will utilize one of the following known and credible cybersecurity frameworks which can protect digital learning ecosystems.

Cybersecurity Frameworks

	<b>MAINTAINING ORGANIZATION/GROUP</b>	<b>FRAMEWORK(S)</b>
	American Institute of CPAs	SOC2
	International Standards Organization (ISO)	Information technology — Security techniques — Information security management systems (ISO 27000 series)
X	The Board of Education of Jefferson County	Board provided standardized questionnaire

## **SERVICE AGREEMENT**

This Service Agreement, dated as of the date of the last signature below, (“**Agreement**”) is between Jefferson County Public Schools, a Kentucky public school district (“**School District**”), and Care Solace, Inc., a Delaware corporation (“**Care Solace**”), each a “**Party**” or, together, the “**Parties**.”

### **RECITALS**

**WHEREAS**, Care Solace owns and operates a web-based navigation system that assists its school district clients and the districts’ students, staff, and parents (together “**Authorized Users**”) in locating and connecting with mental health providers and/or community-based social services. Care Solace agrees to manage and provide such services through a web-based unified student services management platform branded with School District’s name (the “**Platform**”) on the terms and conditions set forth in this Agreement; and

**WHEREAS**, School District desires to engage Care Solace to provide the Services selected in Exhibit A as further defined below.

**NOW, THEREFORE**, in consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### **1. The Services**

**1.1 Scope of Services.** Care Solace will provide the services requested as described in **Exhibit A** hereto, including a non-exclusive, non-transferable (except in compliance with Section 12.5) right to access and use the Platform during the Term (as defined below), solely for use by Authorized Users in accordance with the terms and conditions of this Agreement (collectively, the “**Services**”). Such use is limited to School District’s internal use. For purposes of this Agreement, Authorized Users shall also include employees, consultants, contractors, and agents of School District: (a) who are authorized by School District to access and use the Services under the rights granted to School District pursuant to this Agreement; and (b) for whom access to the Services has been licensed hereunder.

**1.2 Care Solace is Not a Treatment Provider Nor a Crisis Response Team. Care Solace is not a mental health treatment provider or a provider network and does not provide mental health treatment or other health care treatment to Authorized Users. No provider-patient relationship is formed by provision of the Services to an Authorized User. Rather, Care Solace acts solely as a coordinator by connecting Authorized Users to Treatment Providers (as defined below). Care Solace is not a crisis response team. Care Solace does not represent, warrant or guarantee that Treatment Providers or**

**community-based social services are of a particular quality. Care Solace shall not be liable for the quality of care provided by Treatment Providers or community-based social services.**

**1.3. License.** Subject to the terms and conditions contained in this Agreement, Care Solace hereby grants to School District a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 12.5) license to use the Documentation during the Term solely for School District's internal business purposes in connection with its use of the Services. For purposes of this Agreement, "**Documentation**" means user manuals, handbooks, and guides relating to the Services provided by Care Solace to School District either electronically or in hard copy form.

**1.4 Use Restrictions.** School District agrees that it and its Authorized Users' use of the Services will be in a manner consistent with this Agreement and with all applicable laws and regulations, including trade secret, copyright, trademark, and export control laws. Without limiting the generality of the foregoing, School District and its Authorized Users will not, directly or indirectly: (a) reverse engineer, decompile, disassemble, or otherwise attempt to discover or copy the Services or Documentation; (b) modify, translate, or create derivative works based on the Services or Documentation; (c) copy, distribute, pledge, assign, or otherwise transfer or encumber rights to the Services or Documentation (except in compliance with Section 12.5); (d) use the Services or Documentation for timesharing or service bureau purposes; (e) provide or use the Services or Documentation for the benefit of a third party; (f) remove any proprietary notices or labels from the Services or Documentation; or (g) use the Services or Documentation for any purpose not permitted by this Agreement.

**1.5 Aggregated Data.** Care Solace will provide to School District the following de-identified information collected from the Services: total number of visitors, matches with Treatment Providers (as defined below), and appointments with Treatment Providers.

## **2. Term**

**2.1 Effective Date.** This Agreement shall be effective as of the date of last signature below (the "**Effective Date**").

**2.2 Service Start Date.** Following an onboarding process, Care Solace will commence the provision of Services on a go-live date that is mutually agreeable to the Parties, as set forth in Exhibit A ("**Service Start Date**").

**2.3 Term.** The Agreement shall continue in effect through an initial term commencing on the Service Start Date and ending as set forth in Exhibit A (the "**Initial Term**"). Following the Initial Term, this Agreement shall automatically renew for successive periods of one (1) year (each a "**Renewal Term**" and together with the Initial Term, the "**Term**") unless written notice is given by either Party to the other Party at least sixty (60) days prior to the end of the then-current Term. The maximum Term of this Agreement is five (5) years.

2.4 **Continuity of Services.** To ensure continuity of Services, Care Solace will continue to provide the Services for a grace period of ninety (90) days after expiration of the Initial Term or any Renewal Term to allow for negotiation of a subsequent Renewal Term or new agreement. During this grace period, all terms of the Agreement shall remain in full force and effect, and any Renewal Term or new agreement beginning after this grace period shall be retroactive to the expiration date. In the event the Parties do not agree to renew this Agreement for a Renewal Term or negotiate a new agreement, Care Solace shall have the right to issue an invoice for Services rendered during the aforementioned grace period and School District agrees to pay.

### 3. Termination

3.1 **Termination by School District.** School District may terminate this Agreement without cause at any time after providing Care Solace with sixty (60) days written notice. In the event of such termination without cause, the fees paid by School District shall not be subject to a prorated refund.

3.2 **Termination by Care Solace.** Care Solace may terminate this Agreement without cause at any time after providing School District with sixty (60) days' written notice. In the event of such termination without cause, the fees paid by School District shall be subject to a prorated refund for the period paid for following termination, if any.

3.3 **Termination for Breach.** If either Party breaches any of the material terms and conditions of this Agreement, including, without limitation, the payment of any fee owed to Care Solace, the non-breaching Party may terminate this Agreement with cause upon thirty (30) days' written notice to the breaching Party specifying the breach. The breaching Party shall have a thirty (30) day cure period to remedy the specified breach.

3.4 **Breach Considered a Dispute.** Only if a Party fails to remedy a specified breach within the thirty (30) day cure period shall such a breach be considered a "Dispute" subject to the dispute resolution provisions set forth in this Agreement.

### 4. Compensation and Payment

4.1 **Compensation.** In exchange for the Services provided, School District will compensate Care Solace as set forth in **Exhibit A**.

4.2 **Payment Terms.** School District agrees to pay the amounts due under this Agreement within thirty (30) calendar days of receipt of an invoice. If payment is not made within thirty (30) calendar days, the amount of the unpaid invoice shall accrue interest at the rate of 3.75% annually. Subsequent payments by the School District will be applied first to accrued interest and then to the principal unpaid balance. School District agrees to pay all costs, including reasonable attorneys' fees, incurred by Care Solace in the collection

of any delinquent accounts. For the purposes of this Section, an invoice shall be deemed to be received upon delivery, if delivered personally or by email, or three (3) days after mailing by U.S. mail.

## 5. Confidentiality

The Parties desire to establish terms governing the use and protection of certain confidential information one Party (“Owner”) may disclose to the other Party (“Recipient”). For purposes of this Agreement, the term “**Confidential Information**” means (a) the terms and conditions of this Agreement, subject to a valid request under the applicable state’s open records act, if any, (b) non-public aspects of Care Solace’s Platform and the operation thereof, the Services, and Care Solace’s business and technical information and data, and (c) School District’s information or other data processed, stored, or transmitted by Care Solace (“**School District Data**”). In addition, Confidential Information includes information which is disclosed by an Owner or an affiliate of the Owner to a Recipient in documentary or other tangible form bearing an appropriate label indicating that it is confidential or proprietary in nature, or which, if initially disclosed orally or visually is identified as confidential at the time of disclosure and a written summary hereof, also marked with such a label, is provided to Recipient within fifteen (15) days of the initial disclosure. Recipient may use Confidential Information of Owner only for the purposes of fulfilling the obligations contemplated in this Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder only as reasonably required to perform its obligations under this Agreement and only to its employees, agents, or contractors who have a need to know for such purposes and who are bound by signed, written agreements to protect the received Confidential Information from unauthorized use and disclosure. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that: (i) is in the possession or control of Recipient at the time of its disclosure hereunder; (ii) is, or becomes publicly known, through no wrongful act of Recipient; (iii) is received by Recipient from a third party free to disclose it without obligation to Owner; (iv) is independently developed by a Party as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by Owner. The Recipient may disclose Confidential Information of Owner pursuant to the requirements of a governmental agency or by operation of law, provided that such Recipient gives Owner written notice thereof as soon as practicable to allow sufficient time for Owner to object to disclosure of such Confidential Information. The requirements of this Section shall prevail over any Confidentiality Agreement between the to the extent the Confidentiality Agreement conflicts with the requirements of this Section.

## 6. Data Privacy and Security

**6.1 Compliance with Laws.** Care Solace and School District agree to comply with all applicable federal and state data privacy laws and requirements, which may include, without limitation, the Student Online Personal Information Protection Act, California Business & Professions Code § 22584 (“**SOPIPA**”); the

Children’s Online Privacy Protection Act, 15 U.S.C. §§ 6501-6506 (“COPPA”); the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99 (“FERPA”); the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”); the Health Information Technology for Economic and Clinical Health Act (“HITECH”); regulations promulgated thereunder including, without limitation, 45 C.F.R. Parts 160 and 164, and as may be amended from time to time; and the California Medical Information Act (“CMIA”) (collectively, “Privacy Laws”).

**6.2 Renegotiation for Ongoing Regulatory Compliance.** This Agreement shall be construed in accordance with applicable federal and state laws, including Privacy Laws and Medicare and Medi-Cal program requirements, and federal and state rules, regulations, and interpretations thereof, and administrative requirements, guidance, and Advisory Opinions by the Office of the Inspector General and the Centers for Medicare and Medicaid Services of the Department of Health and Human Services (collectively, “Rules and Regulations”). In the event there is a change in any such Rules and Regulations as referenced herein that renders any of the material terms of this Agreement unlawful or unenforceable, including any services rendered, or compensation to be paid, either Party shall have the right to initiate renegotiation of the affected term or terms of this Agreement, upon notice to the other Party to remedy such condition. Should the Parties be unable to renegotiate the term or terms so as to remain in compliance with the Rules and Regulations within thirty (30) days of the date on which notice of the desired renegotiation is given, then either Party shall be entitled to immediately terminate this Agreement.

**6.3 Notice of Privacy Policy.** The Platform will include links to Care Solace’s Notice of Privacy Policy and Terms of Use.

**6.4 Care Solace as a School Official.** School District designates Care Solace as a “school official” pursuant to 34 CFR § 99.31(a)(l)(i)(B) for the limited purpose of providing Services.

**6.5 Treatment of Records.** School District represents and warrants that it is an “educational agency or institution” to which FERPA applies pursuant to 34 C.F.R. § 99.1. School District acknowledges that the Services include the creation, receipt, maintenance, or transmission of “education records” and “personally identifiable information” (“PII”) (as such terms are defined by FERPA) from such records, including the disclosure (or redisclosure) of PII to Care Solace, third-party administrators, health care clearinghouses (as defined by HIPAA), health plans (as defined by HIPAA), and/or Treatment Providers (as defined below). School District represents and warrants that, to the extent consent or authorization is required by FERPA or any other Privacy Law, School District has obtained lawful and valid consent or authorization for School District, Care Solace, third-party administrators, health care clearinghouses, health plans, Treatment Providers, and their respective employees, agents, and contractors to disclose (or redisclose) PII to facilitate the provision of Services under this Agreement.

**6.6 Independent Contractors as School Officials.** School District represents and warrants that any "Independent Contractor," defined as third-party contractors, consultants, or other parties to whom School District has outsourced institutional services, that is provided with access to Care Solace's navigation tool, the Warm Handoff procedures, or is otherwise responsible for transmitting directory information or education records to Care Solace has also been designated as a "school official" as defined above and that the School District has provided parents and students with the annual notice required by law.

**6.7 Security.** Authorized Users will be solely responsible for acquiring and implementing technology policies and procedures that maintain the security of their internet connections. As part of the Services, Care Solace shall implement commercially reasonable security procedures consistent with prevailing industry standards to protect information provided by School District and Authorized Users from unauthorized access. The Parties agree that Care Solace shall not, under any circumstances, be held responsible or liable for situations in which: (a) data transmissions are accessed by third parties through illegal or unauthorized means, or (b) the data transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to Care Solace at the time, provided Care Solace otherwise complies with its obligations in this Section.

**6.8 Unauthorized Access.** Care Solace will monitor School District and Authorized Users' usage of the Platform and Services. Care Solace will promptly report to School District any unauthorized access to data or information provided by School District to Care Solace upon discovery of such access by Care Solace, and Care Solace will use diligent efforts to promptly remedy any breach of security that permitted the unauthorized access to occur. If Care Solace was solely responsible for the security breach and to the extent that Care Solace is required by law or statute to notify individuals whose information was provided to Care Solace by School District, Care Solace shall be solely responsible for all such notifications at its expense. In the event the School District was solely responsible for the breach, the School District shall reimburse Care Solace for any expenses incurred by Care Solace in assisting School District, upon reasonable request, with any required notifications to affected individuals. If Care Solace and School District are jointly responsible for the breach, the Parties will attempt to reach an informal resolution as to expenses and, if unable to do so, it will be considered a "Dispute" subject to the dispute resolution provisions set forth in this Agreement.

## 7. Representations and Warranties

**7.1 Care Solace.** Care Solace represents and warrants that it will comply with all applicable federal and state laws and the terms and conditions of this Agreement, and that it does not hold an ownership interest in any of the practices or businesses of the behavioral health or other health care professionals ("Treatment Providers") to which it refers. In the event of any breach by Care Solace of the foregoing representations and warranties, School District will provide written notice of the breach to Care Solace in accordance with Section 12.4, and a reasonable period to cure, if practicable, depending on the nature of the breach.

**7.2 School District.** School District represents and warrants that: (a) any information it provides to Care Solace does not and will not infringe, misappropriate, or otherwise violate any intellectual property right or right of privacy or publicity of any third party; and (b) the performance of its obligations as set forth in this Agreement and the use of the Services by School District and its Authorized Users will not (i) violate any applicable laws or regulations, or (ii) cause a breach of any agreements with any third parties.

**7.3 DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. CARE SOLACE HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED. CARE SOLACE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED. CARE SOLACE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. CARE SOLACE DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE RESULTS OR THE USE OF THE SERVICES IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR RISK OF INJURY TO SCHOOL DISTRICT OR ANY AUTHORIZED USER’S COMPUTER, NETWORK, MARKET, OR CUSTOMER BASE.

## **8. Insurance and Indemnification**

**8.1 Insurance.** During the Term of this Agreement, Care Solace shall obtain and maintain liability insurance with policy limits having minimum coverage of two million dollars USD (\$2,000,000.00) per occurrence, which can be met through an umbrella or standard policy or any combination thereof. The insurance shall be evidenced by a certificate of insurance reflecting the minimum coverage limits.

### **8.2 Indemnification**

**8.2.1 Care Solace.** Care Solace shall defend, indemnify, and hold School District, its officers, employees, and agents harmless from and against any and all third-party liability, loss, expense (including reasonable attorneys’ fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Care Solace, its officers, employees, or agents.

**8.2.2 School District.** To the extent permitted by law, School District shall defend, indemnify and hold Care Solace, its officers, employees and agents harmless from and against any and all third-party liability, loss, expense (including reasonable attorneys’ fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or

damages are caused by or result from the negligent or intentional acts or omissions of School District, its officers, employees, or agents.

**8.2.3 School District as Additional Insured.** Care Solace shall cause School District to be a named as an “Additional Insured” under the liability insurance policy obtained and maintained as set forth in Section 8.1. Notwithstanding the School District’s coverage as an Additional Insured, in no event shall Care Solace or its insurer be held liable for School District’s sole negligence or willful misconduct. Under no circumstances is any Additional Insured entitled to any coverage beyond the contractual indemnification provisions in Section 8.2.

### **8.3 Cooperation in the Disposition of Claims**

The Parties agree to cooperate with each other in the investigation and disposition of third-party liability claims arising out of this Agreement. Such cooperation may include joint investigation, defense, and disposition of claims of third parties arising from Services performed under this Agreement. The Parties agree to promptly inform the other if an incident report, claim, or complaint is filed or when an investigation is initiated concerning any Services performed under this Agreement. To the extent allowed by law, the Parties shall have reasonable access to the records of the other Party relating to any such claim or investigation.

## **9. Proprietary Rights**

**9.1 Ownership of Proprietary Rights.** Ownership of any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, confidential and proprietary information protected under contract or otherwise under law, trade names, domain names, trade dress, logos, animated characters, trademarks, service marks, and other similar rights or interests in intellectual property, and School District’s suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by School District related to the Services or this Agreement (“**Proprietary Rights**”) shall remain exclusively vested in and be the sole and exclusive property of Care Solace. School District shall not claim any Proprietary Rights either during the Term or after expiration or termination of this Agreement before any court, tribunal, trademark registry, or copyright office. School District agrees that it shall not challenge, object or oppose the validity of Care Solace’s Proprietary Rights before any body, tribunal, or court.

**9.2 Publicity and Branding.** School District agrees that Care Solace may publicize School District’s name and logo or seal as a customer of Care Solace, publicize the existence of the Platform, and brand the Platform with a “powered by [Caresolace.com](http://Caresolace.com)” or similar legend and/or copyright notice.

**9.3 Options for Infringement Claims.** If any Party is enjoined from using the Services, or if Care Solace determines that the Services may become the subject of a claim of intellectual property infringement, Care Solace, at its own option and expense, may: (a) procure the right for School District to continue to use the

Services; (b) replace or modify the Services so as to make it non-infringing; or (c) terminate this Agreement, in which case Care Solace shall provide a prorated refund to School District of any and all fees paid in advance for the Initial Term or any Renewal Term by School District for those Services not provided by Care Solace.

## **10. Dispute Resolution**

10.1 All disputes, controversies, or claims (“**Claims**”) arising out of or relating to this Agreement or a breach thereof, including, without limitation, claims based on contract, tort, or statute (a “**Dispute**”), shall be resolved as set forth in this Section. In the event of any Dispute, the Parties shall work, in good faith, to promptly resolve the Dispute mutually between them. If unsuccessful, the following procedures shall apply:

10.2 **Notification of Dispute.** An aggrieved Party shall notify the other Party of a Dispute within fifteen (15) days of being made aware of the Dispute; however, no Party may provide notification of a Dispute prior to the termination of the thirty-day cure period described in Section 3.4. Notice shall be provided in accordance with the requirements of Section 12.4. The date that Notice is received by the opposing Party shall hereinafter be referred to as the “Notification Date.”

10.3 **Mediation.** If the Parties are unable to informally resolve the Dispute within twenty (20) days of the Notification Date, the Parties agree to engage in mediation in good faith. The requirement to engage in mediation is a condition precedent to the initiation of arbitration. Mediation must occur within one hundred (100) days after the Notification Date. The 100-day deadline may be waived by mutual agreement of the Parties. The Parties shall use JAMS as a mediation service or another mediation service mutually agreed upon. The Parties shall select a mediator within twenty-five (25) days after the Notification Date. If the Parties are unable to agree on a mediator, JAMS shall appoint a mediator. Prior to commencement of mediation, the Parties and the mediator shall execute a written confidentiality agreement. In consultation with the selected mediator, the Parties shall promptly designate a mutually convenient time and place for the mediation. At the mediation, each Party shall be represented by persons with authority to negotiate a resolution of the dispute and may be represented by counsel. The mediator shall determine the format for the meetings. The mediation session shall be private and confidential. The fees and expenses of the mediator shall be borne equally by the Parties, each of which shall be responsible for its own costs.

10.4 **Binding Arbitration.** Disputes which cannot be resolved by mutual agreement or mediation within the time limits set forth in Section 10.3 shall be resolved exclusively by arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.* (hereinafter the “**FAA**”) and in accordance with the provisions of this Subsection. Either Party may commence arbitration by sending a written demand for arbitration (“**Arbitration Demand**”) to the other Party setting forth the nature of the controversy, the dollar amount involved, if any, and the remedies sought. There shall be one (1) arbitrator. If the Parties fail to select a mutually acceptable arbitrator within ten (10) days after the Arbitration Demand has been noticed, then the

Parties stipulate to arbitration before a single neutral arbitrator and selected in the sole discretion of JAMS or another mutually agreed upon arbitration service. The arbitrator shall apply the substantive law of the State of Delaware. As soon as reasonably practicable, but no later than 120 days following an Arbitration Demand, a hearing with respect to the Dispute shall be conducted by the arbitrator. As soon as reasonably practicable thereafter, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the Parties and their legal counsel. All decisions of the arbitrator shall be final, binding and conclusive on the Parties and shall constitute the only method of resolving disputes or matters. A court of appropriate jurisdiction may issue a writ to enforce the arbitrator's decision. Judgment may be entered upon a decision in accordance with applicable law in any court having appropriate jurisdiction. The prevailing Party shall be entitled to reimbursement by the other Party of such Party's attorneys' fees and costs and any arbitration fees and expenses incurred as a direct result of the arbitration.

**10.5 Equitable Relief.** Nothing in this Section 10 will prevent or delay either Party from seeking or obtaining from any court of competent jurisdiction any form of injunctive or other equitable relief or remedy for purposes of enforcing that Party's rights and remedies under this Section 10 or Sections 5 (Confidentiality) or 9.1 (Ownership of Proprietary Rights) of this Agreement.

**10.6 Attorney's Fees.** In any arbitration or action, at law or in equity, that may arise under or otherwise relate to this Agreement, the prevailing Party (as determined by the arbitrator or court of competent jurisdiction) will be entitled to the award of reasonable attorneys' fees and costs, in addition to whatever relief the prevailing Party may be awarded.

## **11. Limitation on Damages**

**11.1 TYPES OF DAMAGES.** IN THE EVENT OF ANY DISPUTE, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD-PARTY BENEFICIARY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES UNLESS SPECIFICALLY PROVIDED BY STATUTE HOWEVER, THIS SECTION 11 DOES NOT APPLY TO ANY INDEMNIFICATION RIGHTS UNDER SECTION 8.2. THE PARTIES WAIVE ANY RIGHT TO RECOVER SUCH DAMAGES UNLESS SPECIFICALLY PROVIDED BY STATUTE.

**11.2 LIMIT TO INSURANCE COVERAGE AMOUNT.** IF CARE SOLACE IS FOUND LIABLE TO SCHOOL DISTRICT OR ANY THIRD-PARTY BENEFICIARY AS THE RESULT OF A DISPUTE, OR IF SCHOOL DISTRICT IS FOUND LIABLE TO ANY THIRD- PARTY BENEFICIARY, LIABILITY SHALL NOT EXCEED THE TOTAL GENERAL LIABILITY INSURANCE COVERAGE AS STATED IN CARE SOLACE'S THEN-CURRENT CERTIFICATE OF INSURANCE. IN NO EVENT SHALL CARE SOLACE BE HELD LIABLE FOR THE SOLE NEGLIGENCE OF ANY OTHER PARTY, INCLUDING SCHOOL DISTRICT.

## **12. Miscellaneous Terms**

**12.1 Performance.** The Parties will make all good-faith efforts to ensure that the terms of this Agreement are adhered to, and School District will use its best efforts to publicize and ensure that Authorized Users are made aware of the Services and the terms and conditions on which they may access the Platform and Services.

**12.2 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than those of Delaware.

**12.3 Venue for Arbitration.** Arbitration conducted as set forth in this Agreement shall take place in Jefferson County, Kentucky .

**12.4 Notices.** All notices must be in writing and addressed to the relevant Party at the address below, or to such other address such Party specifies in accordance with this Section. All notices must be personally delivered or sent prepaid by nationally recognized courier or certified or registered mail, return receipt requested, or such other form of communication agreed upon between the Parties. Notice is effective upon receipt.

If to School District:

Jefferson County Public Schools  
3332 Newburg Rd  
Louisville, Kentucky 40218  
Attention: Dr. Alicia Averette  
Assistant Superintendent  
[Email: alicia.averette@jefferson.kyschools.us](mailto:alicia.averette@jefferson.kyschools.us)

If to Care Solace:

Care Solace, Inc.  
120 Birmingham Drive, Suite 200  
Cardiff, California 92007  
Attn: Chad Castruita, Chief Executive Officer  
[Email: chad.castruita@caresolace.org](mailto:chad.castruita@caresolace.org)

Any Party may change the address or persons to which notice is to be provided by giving written notice of the change of address or persons to the other Party.

**12.5 Third-Party Beneficiaries.** The Parties agree that this Agreement is intended to benefit Authorized Users as third-party beneficiaries and that the Parties' mutual intent to confer a benefit upon Authorized Users as third-party beneficiaries of this Agreement is a material part of the Agreement's purpose. The Parties expressly agree that it is their intention by this Agreement that all Claims, as set forth in Section 10, brought

by third-party beneficiaries, including, but not limited to Authorized Users, shall be subject to the Dispute resolution provisions and damage limitations set forth in this Agreement.

**12.6 Waiver.** The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party shall not be construed as a waiver of any subsequent breach of the same or any other provision of this Agreement.

**12.7 Continuing Obligations.** The following obligations shall survive the expiration or termination of this Agreement: (a) any and all warranty disclaimers, limitations of liability, and indemnities granted by either Party herein; (b) any covenant granted herein for the purpose of determining ownership of, or protecting intellectual property rights, including, without limitation, the Confidential Information of either Party, or any remedy for breach thereof; and (c) the payment of any compensation owed to Care Solace.

**12.8 Force Majeure.** Neither Party shall be liable for damages for any delay or failure to perform any obligation imposed by this Agreement if such delay or failure arises out of causes beyond the Party's reasonable control and without their fault or negligence, including, but not limited to, acts of God, acts of civil or military authority, fires, riots, wars, national or regional emergencies, pandemics, epidemics, embargoes, internet disruptions, hacker attacks, any action taken by a governmental authority, or telecommunications failures. A Party whose performance is affected by any of the foregoing shall give written notice to the other Party stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such delay. Notwithstanding anything to the contrary contained herein, if either Party is unable to perform hereunder for a period of thirty (30) consecutive days, then the other Party may terminate this Agreement immediately by providing ten (10) days written notice. Should the application of this Section become the source of a Dispute between the Parties, then either Party may immediately initiate the dispute resolution process without first providing notice and an opportunity to cure.

**12.9 Modification of Agreement.** Any amendment or modification of this Agreement will only be binding if evidenced in writing and signed by each Party or an authorized representative of each Party with authority to bind the Party. Any amendment or modification must comply with the notice requirements of Section 12.4.

**12.10 Assignment.** The Parties will not assign or otherwise transfer their obligations under this Agreement without the written consent of the other Party; provided, however, that Care Solace may assign this Agreement, in whole or in part, or delegate the duties to be performed under this Agreement, without the consent of School District: (a) to any of its subsidiaries or affiliates; or (b) as part of a sale of all, or substantially all, of the assets of Care Solace.

**12.11 Entire Agreement.** This Agreement contains the entire agreement with respect to the subject matter hereof and supersedes all prior negotiations, understandings, or agreements, written or oral, including any

provisions in the Confidentiality Agreement and any purchase orders or like documents, which shall be for administrative convenience only and which shall have no substantive force or effect.

**12.12 Titles/Headings.** Titles and headings are utilized in this Agreement for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

**12.13 Severability.** If any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**12.14 Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will constitute the same instrument. Signature execution by facsimile or other electronic means will be considered binding.

**12.15 Authority to Execute Agreement.** Each Party represents and warrants that the individual signing this Agreement for such Party is duly authorized to enter into this Agreement on behalf of the Party.

**SIGNATURE PAGE AND EXHIBIT FOLLOW**

IN WITNESS WHEREOF, the Parties have executed this Agreement.

**Care Solace, Inc. ("Care Solace")**

Printed Full Name: Natasha Conahan

Title: Chief Operating Officer

Signature: Natasha Conahan

Date: 01-05-2026

**Jefferson County Public Schools ("School District")**

Printed Full Name: Dr. Brian H. Yearwood

Title: Superintendent

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Accounts Payable Information:**

School Department:

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**CARE SOLACE SERVICE AGREEMENT**  
**EXHIBIT A**  
**SERVICES AND FEES**

**1. Services:**

**a. Software-as-a-Service.** Care Solace will provide a software-as-a-service offering in the form of the Platform, through which School District and its Authorized Users will have access to the following services:

**"Care Coordination" Services.**

Through the Platform's "**Warm Handoff<sup>®</sup>**" module, Care Solace will administer a screening and referral process, whereby School District-enrolled students in need of mental health or other health care or social services are identified and matched to Treatment Provider(s) or appropriate social service organizations.

Through the Platform's "**Care Match<sup>®</sup>**" self-service portal, Care Solace will administer a screening and referral process, whereby Authorized Users or their legal guardians in need of mental health or other health care or social services are matched to Treatment Provider(s) or appropriate social service organizations.

**b. Care Companion<sup>TM</sup> Services.** Care Solace will provide School District-enrolled students and/or their parents or lawful guardians with telephone and email access to unlicensed administrative care coordinators ("**Care Companions**") who are trained in researching and addressing Treatment Provider availability and health insurance issues. Care Companions will be available to work directly with School District-enrolled students and/or their parents or lawful guardians 24 hours per day, 7 days per week, 365 days per year.

**2. Service Start Date:** November 30, 2025, for an Initial Term through November 29, 2026 .

**3. Fees and Invoicing:**

School District will pay Care Solace fees consisting of \$362,178.75 USD for the Care Coordination and Care Companion Services described above in Sections 1(a) and 1(b) of this Exhibit for the Initial Term. For each one-year Renewal Term thereafter, School District will pay Care Solace \$362,178.75 USD. Fees will be invoiced on December 15, 2025, for the Initial Term, and on each October 1st for each Renewal Term.