



**MASTER SERVICES AGREEMENT BETWEEN UNION COUNTY
EDUCATIONAL SERVICES COMMISSION AND HAZEL HEALTH INC
AND HAZEL HEALTH SERVICES NORTHEAST P.C.**

This Teletherapy Professional Services Agreement (“Agreement”) is made and entered into by and between, Hazel Health Inc., a Delaware corporation qualified to do business in New Jersey (“Hazel”) and Hazel Health Services Northeast P.C., doing business as Hazel Health Services, a California professional corporation (Hazel Health) and Union County Educational Services Commission District existing under the state laws of New Jersey, (“District”), for the provision of telehealth-based professional health care services, therapy and counseling services. The effective date of the Agreement begins when both parties have legally executed the Agreement. Each entity is referred to individually as a “party” and the entities collectively are referred to as the “parties.”

RECITALS

A. Hazel Health engages practitioners in various states, including the State of New Jersey who are qualified and experienced in providing telehealth based therapy and counseling services.

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

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

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

E. Healthcare services, therapy or counseling services may occur at the District’s schools or outside the schools to covered students as agreed upon by the parties.

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

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

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



1.2 Coverage and Response Time. Hazel Health shall make the Services, as further described in Exhibit A of this Agreement, available in accordance with the service level availability requested by the District. District understands and agrees that Hazel Health is not responsible for unavailability of the Services, or for a delay or interruption in performing the Services, if due to a network communications or technology error, failure, or interruption, or to unexpected volume, beyond the control of Hazel Health based upon commercially reasonable standards. In the event the full scope of Services is unable to be provided (e.g., unanticipated unavailability of Hazel Health Physician or Professionals due to sickness or an emergency, a network server error, equipment or system malfunction), District shall provide its customary level of care for students which may be limited to visits with the District nurse. In such an event, Hazel Health shall make best efforts for its Physicians or Professionals to continue to be available for phone consultation, to the extent such is appropriate in the Physician or Professionals' professional judgment.

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

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

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

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

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

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

1.6 Telehealth Technology and Support. District shall provide the technology and support as set forth in this Agreement. The selected sites must have consistent Wi-Fi access of



1.5 Mbps download 500 Kbps upload. District agrees to provide a regular data feed to Provider with demographic and relevant data necessary to provide the highest quality care. District will also provide printing capabilities as needed with the requisite supplies, including but not limited to printer, toner and printing paper.

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

1.8 District's Representations. District represents as follows, and shall notify Hazel Health immediately upon becoming aware any of the representations below is no longer correct: (a) District is a public entity accredited and in good standing under the laws of the State of New Jersey, and has the authority to enter into this Agreement;

(b) District is not bound by any agreement or arrangement that would preclude it from entering into, or from fully performing its obligations under, this Agreement;

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

1.9 Covered Schools. District-wide

1.10 Neither District nor its affiliates or subsidiaries, nor any employee, agent or representative of District or its affiliates has any financial relationship, direct or indirect, with any Physician or Professional, except as expressly set forth in this Agreement.

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

2.1 HIPAA Compliance. The health records of Hazel Health's patients which are prepared and maintained by Hazel Health in connection with providing the Services hereunder are the property of Hazel Health. Hazel Health agrees to comply with all applicable federal and State laws and regulations relating to the maintenance, uses and disclosures of protected health information (including any heightened requirements for mental health records), including, without limitation, the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320 et. seq. ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment



Act of 2009, and any current and future regulations promulgated thereunder, including those published at 45 C.F.R. Parts 160, 162, and 164, all collectively referred to herein as “HIPAA Requirements.” To the extent required by the HIPAA Requirements, Hazel Health shall obtain authorization and consent from the patients and/or patients’ parents or legal guardians to use or disclose the patients’ protected health information.

2.2 FERPA Compliance. The parties acknowledge that certain information Hazel or Hazel Health may view or have access to may be considered education records that are subject to the Family Educational Rights and Privacy Act, codified at 20 U.S.C. § 1232g, and its implementing regulations, codified at 34 C.F.R. Part 99, collectively referred to herein as “FERPA.” Hazel, Hazel Health, and their subcontractors will not use student records for advertising or marketing purposes unless such use is specifically authorized by this Agreement or otherwise authorized in writing by the District. Hazel, Hazel Health, and their subcontractors are prohibited from using student records to engage in targeted advertising and mining student records for any purposes other than those agreed to by the parties

3. Compensation. There will be no cost to the District.

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

5. Term and Termination.

5.1 Term. The term of this Agreement shall commence on March 4, 2026 and shall continue through March 4, 2027. Notwithstanding the foregoing, this Agreement may be terminated as follows.

5.2 Termination.

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

(b) **Immediate Termination.** Either party may terminate this Agreement immediately by written notice to the other party upon the occurrence of any of the following events: (i) the other party is listed by a federal agency as being debarred, excluded, terminated, or otherwise ineligible for federal healthcare program participation; (ii) the other party discontinues operations for at least fifteen (15) days or loses its required licensure or accreditation; or (iii) the other party files a petition in bankruptcy, or makes an assignment for the benefit of creditors; if any involuntary petition in bankruptcy or petition for an arrangement



pursuant to any bankruptcy laws is filed against the other party and such petition or assignment is not dismissed or rescinded, as applicable, within ninety (90) days.

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

(d) Effect of Termination. The parties shall cooperate to ensure the smooth transition of patient care during termination of this Agreement. To the extent the parties entered into any licensing or other agreements regarding the Services, such agreements shall immediately and automatically terminate concurrent with this Agreement. Each Physician or Professional's credentialing with District and its Covered District(s) shall automatically terminate for the type of Services rendered under this Agreement, except to the extent the Physician or Professional held such membership or privileges prior to the Effective Date of this Agreement. Within thirty (30) days of the termination or expiration of this Agreement, each party shall return to the other all equipment, software, and Confidential Information owned by the other party.

6. Term Expiration; Funding Contingencies. Prior to the conclusion of the Term of this Agreement, the District must elect one of the following: (a) enter into a subsequent paid services agreement at the then-current rates offered by Hazel Health, not to exceed nine dollars (\$9.00) per student per year, or (b) cease use of the Services, except in the event that third-party funding is renewed and continues to cover the cost of the Services. If the District does not enter into a paid services agreement and no third-party funding is available, all Services provided under this Agreement shall automatically terminate at the end of the Agreement Term.

7. Independent Contractors. Nothing under this Agreement is intended, nor shall be construed, to create a partnership, employer-employee relationship, or joint venture between the parties. Parties (nor their respective agents or employees) shall not have any authority to bind the other party without the other party's express written consent. Each party shall be solely responsible for reporting, withholding, and paying all taxes and other sums due to individuals providing services on its behalf. Likewise, each party shall be solely responsible to provide and pay for all workers' compensation insurance for any employed individuals providing services on its behalf. Hazel and Hazel Health may engage subcontractors to perform certain of their obligations under this Agreement; provided that no such subcontractor shall relieve Hazel Health of its respective obligations under this Agreement.

8. Insurance. Hazel Health shall secure and maintain professional and general liability insurance (which may be provided through a combination of insurance and/or program of self-



insurance) covering such party against any claims or losses arising out of the performance of its the obligations and services hereunder in an amount of at least One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate per annum or in any greater minimum amount if required by State law. Upon the receipt of any notice of cancellation, termination, or material change of such policy, Hazel Health shall promptly notify the District in writing. In the event Hazel Health procures a “claims-made” policy to meet the insurance requirements herein, Hazel Health shall obtain “tail” coverage upon the termination of any such policy or upon termination of this Agreement. Said “tail” policy shall provide coverage for an indefinite reporting period.

9. Access to Books and Records. To the extent applicable, until the expiration of four (4) years after the furnishing of Services hereunder, the parties shall make available to the Secretary of the Department of Health and Human Services, the Comptroller General of the United States, or their duly-authorized representatives, such books, documents and records necessary to certify the nature and extent of the cost of the Services. If any Services are performed by way of subcontract with another organization and the value or cost of such subcontracted Services is Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, such subcontract shall contain and the respective party shall enforce a clause to the same effect as this Section. The availability of the parties’ books, documents and records shall be subject at all times to all applicable legal requirements, including without limitation, such criteria and procedures for seeking and obtaining access that may be promulgated by the Secretary.

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

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



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

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

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



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

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

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

18. Assignment; Binding Effect. No party may assign or transfer this Agreement without the prior written consent of the other parties, such consent not to be unreasonably withheld. Any unpermitted attempt to assign all or part of this Agreement shall be null and void *ab initio*. Notwithstanding the foregoing, Hazel Health may, with prior written consent by the District, assign or transfer this Agreement, and/or any of its rights, duties, or obligations hereunder, to any entity that is an affiliate or subsidiary of Hazel Health or any successor organization assuming a controlling interest in Hazel Health or its assets. This Agreement shall inure to the benefit of and bind the parties hereto and their respective heirs, representatives, successors and permitted assigns.

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

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



products and/or services set forth in the Agreement. Hazel may replace Hazel Health as the medical provider with 30 days written notice to the District.

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

Hazel Health Services/ Telehealth
Services USA
Attn: Brijit Reis, M.D.
1390 Market Street, Suite 200 San
Francisco, CA 94102

If to District:
Union County Educational Services Commission
Attn:
45 Cardinal Drive
Westfield, New Jersey 07090
United States

Hazel Health, Inc.
Attn: Greg Sheldon, Chief Financial
Officer
8300 Esters Blvd., Suite 900
Irving, TX 75063

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

23. No Gifts or Contingent Fees. It is the policy of the District to not accept gifts, gratuities, or favors of any kind or of any value whatsoever from vendors, members of the staff, or families. Hazel and Hazel Health warrant that they have not employed or retained any company or person, other than a bona fide Hazel or Hazel Health employee, to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual for firm, other than a bona fide employee working solely for the Hazel or Hazel Health, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. Hazel and Hazel Health further warrant that it, nor any of its directors, employees, officers or agents, nor any of their respective subsidiaries or affiliates, has taken, is currently taking or will take any action in furtherance of an offer, payment, promise, gifts or anything else of value, directly or indirectly, to anyone to improperly influence or otherwise secure any improper advantage in procuring business in relation to the Agreement and/or this Addendum. For the breach or violation of these provisions, the District shall have the right to



terminate the Agreement without liability and/or, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

24. Miscellaneous. Severability. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or unenforceability of any other term(s) or provision(s). **Waiver.** No waiver, including any waiver of breach, shall be valid unless in writing and signed by the parties. **Recitals/Captions.** The recitals are incorporated into this Agreement, but the captions are used solely for convenience. **Non-Discrimination.** Each party agrees that, in the performance of this Agreement, services will be provided without discrimination toward any patients, employees, or other persons to the extent prohibited by law. This includes the parties' agreement to treat all patients without regard to payer source, race, color, national origin, citizenship, sex, age, sexual orientation, disability, religion, or other factors unrelated to the patient's need for health care services. **Data Usage.** Each party agrees that Hazel may use anonymized District student data for research and the analysis of the effectiveness of the Services performed under this Agreement. **Force Majeure.** Each party shall be excused from delays in performing its obligations if resulting from causes beyond the commercially reasonable control of the party, including default of vendors, acts of God, governmental actions, fire, flood, epidemic, and embargoes. **No Third Party Beneficiaries.**

Nothing in this Agreement is intended, nor shall be deemed, to confer any benefits on any third party, including, without limitation any patients or District contractors, nor shall such person or entity have any right to seek, enforce or recover any right or remedy with respect hereto. Nothing herein shall be construed as consent by an agency or political subdivision of the State of New Jersey to be sued by third parties in any matter arising out of any contract. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which together shall constitute only one agreement. If any signature is delivered by facsimile or email or is signed in any electronic format, such signature shall create a valid and binding obligation with the same force and effect as if such signature were handwritten. **Attorney's Fees.** Each party shall be responsible for its own attorney's fees and costs incurred as a result of any action or proceeding under this Agreement.



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

**Hazel Health Services/ Telehealth
Services USA**

By:

1390 Market Street, Suite 200 San
Francisco, CA 94102

Hazel Health, Inc.

By:

8300 Esters Blvd., Ste 900
Irving, TX 75231

**Union County Educational
Services Commission**

By:

45 Cardinal Drive
Westfield, New Jersey 07090
United States



EXHIBIT A

Hazel Health shall provide the telehealth based primary care, counseling and mental health services for students at all District's District.

SERVICES

1. **Telehealth Mental Health Services:** The Hazel Health suite of mental health services include:
 - a. Conducting behavioral health assessments.
 - b. Teletherapy sessions.
 - c. Conducting care management activities including transitioning care to a long-term provider for long term care or psychiatry.
 - d. Crisis consultation for the District to include clinical support for District staff, students and parents.

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

3. **Consents.** To the extent required under state law or third party payer rules, Hazel Health shall obtain a valid patient informed consent to telehealth services, and shall place the consent in the patient's health record. To the extent required under state law or third party payer rules, Hazel Health shall communicate to and inform the patient of the nature of the professional services, including that such services will be delivered via telehealth. Hazel may bill third party payers, such as New Jersey Medicaid.



Technology and Support

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

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

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

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

Data Services Agreement for Union County Educational Services Commission

This Agreement is entered into between Union County Educational Services Commission ("District") and Hazel Health Services PC ("Service Provider") on March 4, 2026 ("Effective Date").

WHEREAS, the District is a New Jersey public entity subject to all New Jersey and federal laws governing education, including but not limited to the New Jersey Education Code, the Children's Online Privacy and Protection Act ("COPPA"), and the Family Educational Rights and Privacy Act ("FERPA");

WHEREAS, the District and the Service Provider desire to enter into the Data Services Agreement;

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. Service Provider shall not use any information in a Pupil Record for any purpose other than those required or specifically permitted by the Data Services Agreement or Master Services Agreement. For the purposes of this Agreement, a "Pupil Record" or Pupil Records" include any information directly related to a pupil that is maintained by the District or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employees. Pupil Records does not include de-identified information (information that, on its own or in aggregate, cannot be used to identify an individual pupil) used by the third party (1) to improve educational products for adaptive learning purposes and for customized pupil learning; (2) to demonstrate the effectiveness of the operator's products in the marketing of those products; or (3) for the development and improvement of educational sites, services, or applications.
2. All Pupil Records obtained by Service Provider from District continue to be the property of and under control of the District. The District retains exclusive control over student and staff data, including determining who may access data and how it may be used for legitimate authorized purposes.
3. Service Provider shall provide a means by which its employees, when so authorized, can search and export Pupil Records through reasonable procedures such that the District can respond to a parent, legal guardian or eligible student who seeks to review personally identifiable information on the pupil's records or correct erroneous information. Service Provider shall provide procedures for the transfer of pupil-generated content to an account, format or medium designated by the District.
4. Service Provider may not distribute Pupil Records to any third party without parent, guardian or District's express written consent or as permitted by the Agreement, unless required by law. Unless permitted by the Agreement, use of subcontractors and subcontractor who provide the contracted Services as defined in the Master Services Agreement and have access to Pupil Records must be approved in writing by the District. Service Provider will ensure that approved subcontractors adhere to all provisions of the Data Services Agreement. Provider ensures that any subcontractor or subprocessor that it engages to process, store or access Pupil Records has adequate technical security and organizational measures in place to keep Pupil Records secure and to comply with the terms of the Data Services Agreement.

5. Service Provider shall take actions to ensure the security and confidentiality of Pupil Records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of Pupil Records.
 - 5.1. Service Provider shall maintain all data obtained or generated pursuant to the Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to the Agreement except as necessary to fulfill the purpose of the original request. Service Provider shall warrant that security measures are in place to help protect against loss, misuse and alteration of the data under Service Provider's control. When the Service or data are accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology protects information, using both server authentication and data encryption to help ensure that data are safe, secure and available to only authorized users. Service Provider shall host content pursuant to the Service in a secure server environment that uses firewalls and other advanced technology to prevent interference or access from outside intruders. Where applicable, the Service will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.
6. Service Provider certifies that Pupil Records shall not be retained or be available to any third party that the Service Provider has contracted with for the purpose of providing the Service following the completion of the terms of the Data Services Agreement. Service Provider shall destroy or return to the District all Pupil Records obtained pursuant to the Data Services Agreement when such Pupil Records are no longer required for the Service unless retention is required by law, within a reasonable period of time. Nothing in this Agreement authorizes the Service Provider to maintain personally identifiable data beyond the time period reasonably needed to complete the disposal of Pupil Records following the Service.
7. Upon becoming aware of any unlawful or unauthorized access to Pupil Records stored on equipment used by Service Provider or in facilities used by Service Provider, Service Provider will take the following measures:
 - 7.1. Promptly notify the District of the actual incident. This will occur within **72** hours of confirmation of the incident;
 - 7.2. Promptly investigate the incident and provide District with detailed information regarding the incident, including the identity of affected Pupil Records and Users; and
 - 7.3. Assist the District in notifying affected users, affected parents, and legal guardians of the unauthorized access to Pupil Records and of commercially reasonable steps to mitigate the effects and to minimize any damage resulting from the incident.
8. The terms and conditions of the Data Services Agreement and any addenda are incorporated in the Agreement signed by both parties on March 4, 2026. This Agreement shall govern the treatment of student records in order to comply with the privacy protections, including those found in FERPA. In the event there is a conflict between the terms of this Agreement or any other agreement or contract document(s), the terms of this Agreement shall apply.

9. This Agreement shall remain in effect for the duration of the signed agreement between the District and the Service Provider titled.

10. Neither District nor Service Provider may modify or amend the terms of this Agreement without mutual written consent.

IN WITNESS WHEREOF, parties executed this Agreement on the dates set forth below.

Union County Educational
Services Commission

Hazel Health Services PC

[Title]

[Title]

[Date]

[Date]

