



Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of Entity or to bind the Entity in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and Entity, Provider shall have complete control over the manner and method of performing the Services.

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this MOU creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to Entity employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this MOU.

**3. NON-EXCLUSIVITY.**

- a. During the term of this MOU Provider may, independent of Provider's relationship with the Entity, without breaching this MOU or any duty owed to the Entity, act in any capacity, and may render services for any other entity.
- b. During the term of this MOU the Entity may, independent of its relationship with the Provider, without breaching this MOU or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the Entity.

- 4. SERVICES.** Provider shall provide Entity with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. Entity acknowledges that neither the online platform through which counseling shall be provided (the "Platform") nor counselors employed by Provider to provide the Services ("Counselors") provide or facilitate any assistance in medical emergencies, recommendations or information regarding drugs or medical treatment, nor will the Counselors provide a clinical diagnosis requiring an in-person evaluation (and the Platform is not intended for such use). Moreover, neither Provider nor Counselors will provide official documentation or approvals for court-ordered counseling or emotional service dog certification. The Platform and Counselor services are provided "as is" without any express or implied warranties, including without limitation, warranties of merchantability or fitness for a particular purpose, and Entity hereby releases Provider from any claim of any nature resulting from use of the Platform or the Counselors' services, including, without limitation, any act, omission, opinion, response, advice, suggestion, information and/or service of any Counselor and/or any other content or information accessible through the Platform. Provider will use commercially reasonable efforts to ensure the Platform's reliability and accessibility, however Entity acknowledges that Provider cannot guarantee that such access will be uninterrupted or that it will be accessible or error-free at all times. The terms in this Statement of Work apply only to this Statement of Work and prevail over all other conflicting or different terms and conditions set forth in the MOU.

5. **TIME OF PERFORMANCE.** The term of this MOU shall commence on the Effective Date and end on June 30, 2027 (“Term”). All work and services contracted under the terms of this MOU shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this MOU.
6. **PAYMENT AND EXPENSES.** No fees will be charged to Entity. Providers will bill therapy appointments through the student’s and family’s insurance. Daybreak Medical PA shall have the right to bill third parties, including private, commercial insurance plans, and Medicaid, for services rendered to Entity students. Except to the extent inconsistent with federal or state law, Daybreak Medical PA shall have the right to bill and collect fees for Services from health plans, government agencies, and third-party payers.

To the extent that there are patient out-of-pocket expenses required by the patient’s health insurance plan, those costs will be the responsibility of the patient. Parents/caregivers, and not the Entity or Provider, are responsible for any co-insurance, deductibles, and/or co-pay in accordance with the terms of their relationship with the patient’s health insurance plan.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this MOU or any rights under or interest in this MOU without the prior written consent of the Entity, which may be withheld by the Entity in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the Entity. Any attempted assignment, sublease, or transfer in violation of this MOU shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this MOU shall be grounds for the Entity, in its sole discretion, to terminate the MOU
8. **TERMINATION OR AMENDMENT.** This MOU may be terminated or amended in writing at any time by mutual written consent of all of the parties to this MOU, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this MOU shall, at the option of the Entity, become Entity property. The parties to this MOU shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this MOU shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
- a. Personal delivery;
  - b. Overnight commercial courier;
  - c. Certified or registered prepaid U.S. mail, return receipt requested; or
  - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3<sup>rd</sup>) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the Entity and the Provider as follows:

North Boone Community Unit School District 200	Daybreak Medical PA
Entity	Provider
Attn: Judy Lange	Attn: Alex Alvarado
Street	447 Sutter Street, Suite 405
	San Francisco, CA 94108

10. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this MOU, including, but not limited to minimum wages laws and/or prohibitions against discrimination.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this MOU, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

**11. CONFIDENTIALITY OF STUDENT INFORMATION.**

Provider agrees that all student records or personally identifiable information contained in student records that may be obtained in the course of providing services to the Entity under this MOU/Agreement shall be subject to the confidentiality and disclosure provisions set forth in the Family Educational Rights Privacy Act (FERPA) and set forth in the Health Insurance Portability and Accountability Act (HIPAA). All student information shall be considered privileged and confidential. Provider shall not forward to any person, other than the parent or the Entity, any student record or personally identifiable information without the written consent of the Entity.

**12. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, Entity, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

- 13. INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless Entity, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this MOU or not.

Provider also agrees to pay for any and all damage to the real and personal property of the Entity, or loss or theft of such property, or damage to the Property done or caused by such persons. Entity assumes no responsibility whatsoever for any property placed on Entity premises by Provider, Provider's agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the Entity. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the Entity or any of its governing board, officers, agents, employees and/or volunteers.

Provider's indemnification obligations and liability only extend to claims asserted against Entity by third parties and are conditioned upon Entity promptly notifying Provider of such claim, giving Provider sole control of the defense and any settlement of such claim, and, at Provider's request and expense, reasonably cooperating with such claim. Under no circumstances will Provider be liable to the extent any claim arises from the negligence or willful misconduct of Entity. Provider's maximum liability hereunder shall not exceed the aggregate amounts paid to Provider by Entity during the term of the MOU.

14. **DISPUTE RESOLUTION.** Any controversy or claim arising out of or relating to this MOU, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, provided however, that each party will have a right to seek injunctive or other equitable relief in a court of law. The prevailing party will be entitled to receive from the nonprevailing party all costs, damages and expenses, including reasonable attorneys' fees, incurred by the prevailing party in connection with that action or proceeding, whether or not the controversy is reduced to judgment or award. The prevailing party will be that party who may be fairly said by the arbitrator(s) to have prevailed on the major disputed issues. Entity hereby consents to the arbitration in the State of California in the county of San Francisco.
15. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this MOU, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding
16. **NATURE OF MOU.** This MOU constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or MOUs other than those contained herein. This MOU represents the entire MOU between the parties hereto with respect to the subject matter hereof and supersedes any and all other MOUs and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This MOU may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.
17. **BINDING EFFECT.** This MOU shall ensure to the benefit and shall be binding upon all of the parties to this MOU, and their respective successors in interest or assigns.
18. **WAIVER.** No claim or right arising out of a breach of this MOU can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
19. **SEVERABILITY.** It is intended that each paragraph of this MOU shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this MOU is unaffected.
20. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this MOU or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.

21. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this MOU. Each party warrants that the individuals who have signed this MOU have the legal power, right, and authority to make this MOU and to bind each respective party.
22. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This MOU may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this MOU may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this MOU as of the date first written above.

North Boone Community Unit School District 200    Daybreak Medical PA

Entity

Provider

\_\_\_\_\_  
Name

Alex Alvarado\_\_\_\_\_

Name

\_\_\_\_\_  
Title

Chief Executive Officer\_\_\_\_\_

Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

## STATEMENT OF WORK AND FEES

*Daybreak will provide the following counseling intervention services to support student mental health at no cost to the District:*

### Program Support:

- Daybreak account manager (AM) and/or customer success manager (CSM) to provide training for District's designated referral staff, as well as ongoing customer support to ensure seamless launch, implementation, and utilization of the program across all schools
- HIPAA/FERPA compliant web-based School Staff Dashboard to refer students/families to Daybreak for services and track the status of all sessions
- Care navigation services for students/families during the care journey, from consent completion to scheduling
- Reports on program utilization and outcomes
- Digital materials for district partnership promotion to include flyers, social media copy, and newsletter content in English and Spanish

### Program Services:

- Based on need and clinical best practice, students and families may receive up to 24 1:1 Teletherapy or Elementary Family Teletherapy sessions through Zoom, available Monday through Saturday, 8 AM - 8 PM
  - Services will be billed to the student's private health insurance plan or Medicaid
    - Cost to families:
      - Families with Medicaid in-network: no cost
      - Families with private insurance in-network: Standard copay and/or co-insurance
      - A sliding fee scale pay option is available to uninsured families, those who do not provide insurance information, or those who do not wish to use their insurance for care
- Daybreak's Family Engagement Program, which includes mental health educational materials to share with families through newsletters, the District website, etc.

*District shall do the following to ensure successful program adoption and build awareness of Daybreak resources:*

- Implement Daybreak services districtwide.
- Designate at least one referring staff member per campus.
- Introduce the Daybreak CSM as the point of contact for training and continued support via email to all campus referring staff.
- Distribute the Care Request link and Daybreak's family engagement and education materials monthly via ParentSquare or a similar communication tool.

**FEES TO DISTRICT:** There is no cost to the District for services provided during the MOU period.