

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into on the date of final signature by and between Marble Health, Inc. ("Marble") and Mingus Union High School District No. 4 ("District") (individually, "Party" and collectively, the "Parties").

- 1. Background.** Marble is a provider of mental health and therapy services. District is a public school district in Arizona. Marble and District share the goal of providing students with high-quality, accessible mental health services.
- 2. Purpose.** The purpose of this MOU is to establish the understandings and intentions of Marble and District regarding their shared goal and provide a framework for collaboration.
- 3. Term.** This MOU is effective upon the date of the final signature and shall remain in effect through **June 30, 2027**, unless stated otherwise in a separate agreement or extended/amended in writing by both Parties. Either Party may terminate this MOU with thirty (30) days written notice to the other.
- 4. Marble Health Responsibilities.** Marble agrees to offer the following services:
 - 4.1. Clinical Services.** Deliver therapy services to District students and families.
 - 4.2. Training and Onboarding**
 - a. In conjunction with District staff, conduct introductory training sessions on how to effectively refer, use the Marble platform, and collaborate with Marble therapists and staff.
 - b. Provide ongoing educational resources for staff regarding use of the Marble platform.
 - 4.3. Confidentiality.** To the extent applicable, (i) Marble shall abide by the requirements of the Family Educational Rights and Privacy Act ("FERPA") in maintaining the confidentiality of student records and personally identifiable student information, and (ii) the Parties agree that any disclosure and or/re-disclosure of student records shall be in compliance with the requirements of FERPA.
 - 4.4. Collaboration.** When appropriate and authorized under HIPAA, Marble's contractual obligations, and Marble's [Notice of Privacy Practices](#):
 - a. Coordinate with staff on care plans and student progress.
 - b. At Marble's discretion, share relevant information with school personnel to support student well-being and academic success.
- 5. Mingus Union High School District Responsibilities.** District agrees to support the parties' shared goals through the following actions:
 - 5.1. Identification.** Identify students and families in need of therapy services and support Marble through the referral process.
 - 5.2. Communications & Visibility.** Include Marble in relevant communications shared with families and staff, including school websites, newsletters, resource fairs, and staff trainings.
 - 5.3. School Adoption.** Collaborate with Marble to set up Marble accounts for the relevant District staff. District shall provide up-to-date contact information across schools to Marble.
- 6. Collaboration Structure.** The following structures and practices will support the success and sustainability of the parties' collaboration:
 - 6.1. Points of Contact.** Each party will appoint dedicated points of contact to manage the collaboration and coordinate on day-to-day matters.

6.2. Meeting Cadence & Structure. Subject to the authorizations in Section 4.4, District's and Marble's respective points of contact will meet regularly to discuss school and family engagement in services, usage data, questions and feedback.

7. General Provisions.

7.1. Non-Exclusivity: This MOU does not create an exclusive relationship, and either party may enter into similar agreements with other entities.

7.2. No Financial Commitment: This MOU does not create a financial obligation unless separately agreed upon in writing.

7.3. Insurance. Both Parties agree to provide, or self-insure, general liability and professional practice insurance in the amounts sufficient to cover their reasonably anticipated respective responsibilities under this Agreement. Marble will provide District with proof of insurance upon reasonable request.

7.4. Joint Venture. The Parties agree and acknowledge that each is working independently and that the Parties are not and will not become partners, agents, or principals of the other while this MOU is in effect. Nothing herein shall be deemed to create a joint venture, partnership, or agency between the Parties and neither Marble nor District shall have the power to obligate or bind the other in any manner whatsoever.

7.5. No Third-Party Rights. The terms of this MOU are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person or agency, or organization.

7.6. Mandatory Terms. This Agreement incorporates by reference all mandatory contract provisions of state agencies required by statute or executive order.

7.7. No Boycott. To the extent applicable under Ariz. Rev. Stat. §§ 35-393 through 35-393.03, each party certifies it is not currently engaged in and agrees that it will not engage in for the duration of this Agreement, a "boycott" of Israel, as that term is defined in Ariz. Rev. Stat. § 35-393.

7.8. No Forced Labor of Ethnic Uyghurs. To the extent applicable under Ariz. Rev. Stat. § 35-394, the parties warrant and certify that they do not currently, and agree that they will not, for the duration of this Agreement, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

7.9. E-Verify, Records, and Audits. To the extent applicable under Ariz. Rev. Stat. § 41-4401, Marble warrants compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-Verify requirements under Ariz. Rev. Stat. § 23- 214(A). A party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either party under the terms of this Agreement.

7.10. Nondiscrimination. Marble agrees to comply with all provisions of applicable federal, state and local laws relating to non- discrimination, equal employment opportunity, the Americans with Disabilities Act, and Arizona Governor's Executive Order 2009-09 (superseding Executive Order 99-4) (dated January 29, 1999), as may be amended from time to time.

7.11. Amendments. This MOU may be modified at any time with mutual written agreement.

- 7.12. Assignment.** Neither party shall have the right to assign this MOU without the prior written consent of the other party.
- 7.13. Waiver.** A waiver by either Party of a breach or failure to perform will not constitute a waiver of any subsequent breach or failure.
- 7.14. Cancellation.** This Agreement is subject to cancellation for conflict of interest pursuant to Ariz. Rev. Stat. § 38-511.
- 7.15. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to its conflict of laws provisions, and that any dispute arising out of it shall be resolved in a court sitting in Maricopa County, Arizona.
- 7.16. Indemnification.** Each Party ("**Indemnifying Party**") agrees to indemnify, defend, and hold the other party ("**Indemnified Party**") harmless from any and all third-party claims and resultant liabilities, damages judgments, and any other costs and expenses (including reasonable attorney's fees incurred), resulting from Indemnifying Party's negligent acts, negligent omissions, or willful misconduct relating to this Agreement, to the fullest extent allowed by law. The indemnification obligations of the Indemnifying Party under this Section are contingent on the Indemnified Party giving the Indemnifying Party: (i) prompt written notice of the third-party claim for which indemnification is sought, (ii) sole control over the defense or settlement of the claim, and (iii) reasonable assistance, at the Indemnifying Party's expense, in the defense and settlement of the claim. In the event of concurrent liability, the Parties shall have the right of contribution from each other to the extent allowed by law. This indemnification provision shall survive termination of this MOU or associated contract and remain in effect.
- 7.17. Non-Appropriation.** Marble acknowledges that District is a government entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of District's obligations under the MOU and any separate agreement, then this MOU shall automatically expire without penalty to the District after written notice to Marble of the unavailability and non-appropriation of public funds. It is expressly agreed that District shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure.
- 7.18. Force Majeure.** Neither Party shall be liable for any failure or delay in performing its obligations under this MOU if such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to: natural disasters, war, civil unrest, government actions, national emergencies, or widespread technology failures. The affected Party shall resume performance as soon as reasonably possible after the force majeure event ends.

Signatures

Marble Health, Inc.

Name:

Title:

Date:

Signature:

Mingus Union High School District

Name:

Title:

Date:

Signature: