

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into as of \_\_\_\_\_, 2024, by and between Arcadian Telepsychiatry Services, LLC (d/b/a Telemetrynd), on behalf of itself and its contractually affiliated medical group, Arcadian Telepsychiatry of California, P.C., a California professional corporation (collectively, "**Telemetrynd**"), and Silver Valley Unified School District (the "**District**"). Telemetrynd and the District are each referred to herein as a "**Party**", and collectively as, the "**Parties**".

**WHEREAS**, the District has determined that it would be in the best interest of its students to provide an option for them to access high quality behavioral health services on-site, during the school day.

**WHEREAS**, Telemetrynd provides client-focused behavioral health services via telemedicine technologies including interactive audio-video and secure messaging as outlined herein, including psychiatric assessment, individual therapeutic services, medication management, clinical documentation, prescribing, coordination with treatment team and participation in such meetings (the "**Services**").

**WHEREAS**, the District desires to engage Telemetrynd to make the Services available to start at two District schools: Silver Valley High School and Fort Irwin Middle School, with the option to make Services available at other District schools as both Parties agree. (each a "**School**," and collectively, the "**Schools**").

**WHEREAS**, the Parties desire to enter into this non-binding memorandum of understanding ("**MOU**") to memorialize their mutual desire to proceed to consummating an arrangement whereby Telemetrynd would provide the Services at the Schools, including the key terms set forth herein (the "**Proposed Arrangement**").

**WHEREAS**, upon execution of this MOU, Telemetrynd will prepare legal documentation for the Proposed Arrangement and the Parties will efficiently proceed to negotiate and execute same.

1. **Overview of Proposed Arrangement.** The Proposed Arrangement would include the following key terms/components:

### **Scope of Telemetrynd Services**

- Telemetrynd will provide clinicians who are independently licensed and in good standing to provide the Services in the State of California (the "**Clinicians**") during mutually agreed upon blocks of time during the school day.
- The Clinicians will provide the Services for students of the Schools who are self-referred by their parent/guardian.
- The following services will *not* be available or provided by the Clinicians: treatment for exception of autism spectrum disorders, acute eating disorders, and active suicidal presentations and the prescribing of controlled substances.

### **Intake Process/Records**

- The Schools will inform students and their parents/guardians of the availability of the Services and the Clinicians pursuant to a communication to be mutually agreed upon by Telemetrynd and the District, including instructions on how self-refer the student for the Services via Telemetrynd's phone or webform process.

- Upon receipt of an appropriate referral, Telemynd will obtain a appropriate release of information for the school from the parent/guardian to proceed with scheduling and any care coordination that is approved by a parent/guardian.
- All session notes and records created by Clinicians or Telemynd in connection with the Services shall be and remain the property of Telemynd and may only be disclosed to a School upon execution of an appropriate release of information from the parent/guardian.

#### **Telemynd Administrative and Support Services**

- Telemynd will provide all administrative and support services related to the Services, including the telemedicine technologies/platform, scheduling, insurance verification, billing and collection of any co-payments, and billing and collection from student's health plans or third-party payors.

#### **District Obligations**

- The Schools will designate private spaces ("**Session Rooms**") for student sessions with the Clinicians. The Session Rooms will be equipped with a desktop/laptop computer with access to a reliable Wi-Fi connection.
- The Schools will provide qualified staff to be available near or around the Session Rooms to provide any necessary technical support during the Services and as a contact person for the Clinician in the event of an emergency.
- The Schools will identify the closest crisis resource and maintain current contact information.

2. **Expenses.** Each Party will be responsible for their own fees and expenses (including, but not limited to, legal, accounting, financial advisory, financing, broker, finder and investment banker fees and expenses) incurred in connection with the Proposed Agreement.

3. **Confidentiality.** This MOU, the terms herein, and the fact that the Parties hereto are considering the Proposed Arrangement, is to be treated by all Parties as confidential.

4. **Legal Effect; Definitive Agreements.** This MOU supersedes all prior understandings among the Parties hereto regarding the subject matter hereof. This MOU is intended to be a statement of the mutual interest of the Parties with respect to the Proposed Arrangement and is subject to execution and delivery of mutually satisfactory services agreement (the "**Definitive Agreement**"), which shall contain customary terms and conditions as agreed by each Party in its sole. The Parties will become legally obligated with respect to the Proposed Agreement only in accordance with the terms contained in the Definitive Agreement if, as and when such Definitive Agreement is executed.

5. **Binding Provisions.** Except for Sections 2 through 7, this MOU is non-binding, and is meant to express the intentions of the Parties with regard to the Proposed Arrangement.

6. **Termination.** This MOU will automatically terminate and be of no further force and effect upon the earlier of (i) execution of the Proposed Agreement, (ii) in the event this MOU is not approved by the District school committee, (iii) written notice of termination from Telemynd to the District, (iv) written notice of termination from the District to Telemynd.

7. **Miscellaneous.** This MOU, the negotiations between the Parties in connection with the transactions contemplated by this MOU and all disputes or claims arising out of or in connection with them or their subject matter, shall be governed by and construed in accordance with the internal laws of the State of California, without regard to conflict of law principles. This MOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement. The headings of the various sections of this MOU have been inserted for reference only and shall not be deemed to be a part of this MOU.

*Signatures on the Immediately Following Page*

Foley & Lardner LLP  
CONFIDENTIAL

The Parties have duly executed this MOU, to be effective as of the last date set forth below.

TELEMYND, INC.

By: \_\_\_\_\_  
Name: Patrick Herguth  
Title: CEO  
Date: \_\_\_\_\_

SILVER VALLEY UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_