

Incident Response Retainer Enrollment Form


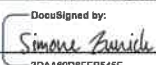
This Incident Response Retainer Enrollment Form (this "**Enrollment Form**") is between the person or entity identified as "Customer" in the signature block below and Tetra Defense, LLC, a Delaware corporation ("**Tetra**"), and is effective as of the effective date in the signature block below (the "**Effective Date**") and includes any other documents that are expressly incorporated by reference. By signing below, each party represents that it has read and understands the terms of the Enrollment Form and agrees to be bound by them, and that it has the full power and authority to accept the terms of this Enrollment Form.

If there is a conflict among the documents that make up the Enrollment Form, the documents will control in the following order: this Enrollment Form and then any URL linked terms set forth herein. No term or condition contained in a purchase order or similar document will apply unless specifically agreed to by the other party in a signed writing, even if the order has been accepted; all such terms or conditions are otherwise hereby expressly rejected.

Item	Description
Retainer Offering	Incident Response Retainer Offering described in the Retainer Terms
Retainer Offering Start Date	Effective Date
Retainer Offering End Date	Last day of the Subscription Term for the eligible Solutions provided by Arctic Wolf Networks, Inc. to Customer pursuant to the terms of the Solutions Agreement located at: https://arcticwolf.com/terms/msa/ or such other negotiated agreement made between the parties or between Customer and its managed service provider, as applicable
Fees For Retainer Offering	No cost

- This Enrollment Form and Customer's receipt of the Retainer Offering is described in and subject to the terms of the Retainer Offering Agreement terms located at <https://arcticwolf.com/terms/> as may be updated from time to time in Tetra's sole discretion ("Retainer Terms") which are incorporated herein by reference and may be updated by Tetra from time-to-time. By signing below, Customer agrees to the Retainer Terms. Any capitalized terms not otherwise defined in this Enrollment Form will have the definitions set forth in the Retainer Terms.
- Customer acknowledges and agrees that this Enrollment Form is a one-time offer which will end on the earlier of the (a) Retainer Offering End Date set forth in the table above, (b) termination of the Subscription Term, or (c) as otherwise terminated as set forth in the Retainer Terms.
- Upon signature by Customer and acceptance of the terms set forth herein, Customer is eligible to receive, and Tetra will provide, the Retainer Offering as described in the Retainer Terms.
- Unless executed by Customer within sixty (60) days following issuance of this Enrollment Form to Customer by Tetra, Tetra's offer for the provision of the Retainer Offering and the terms of this Enrollment Form shall expire and shall have no force and effect on the parties.

IN WITNESS WHEREOF, the parties have caused this Enrollment Form to be executed by their duly authorized representatives on the Effective Date.

Tetra Defense, LLC	Customer: Duluth Public Schools
Signed: 	Signed: 
Name: <u>Andrew Hill</u>	Name: <u>Simone Zurich</u>
Title: <u>Chief Legal Officer & General Counsel</u>	Title: <u>Executive Director Business Services</u>
	Effective Date: <u>11/22/2022</u>
Notice Address: 8939 Columbine Road, Suite 150 Eden Prairie, MN 55347 Attn: Legal Department legal@tetradefense.com	Notice Address: ISD #709 Duluth Public Schools 4316 Rice Lake Rd Duluth MN 55811

MEMORANDUM OF UNDERSTANDING

Between the Fond du Lac Human Services Division, Behavioral Health Department, and the Duluth Public School District, ISD #709

I. BACKGROUND AND INTENT

This Memorandum of Understanding is between Fond du Lac Human Services Division Behavioral Health Department (FDL) a division of the Fond du Lac Band of Lake Superior Chippewa, and the Duluth Public Schools, Independent School District #709 (ISD 709).

WHEREAS, the sole purpose of this Memorandum of Understanding is to encourage cooperation between Fond du Lac Human Services and Duluth Public Schools, and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, Duluth Public Schools desires to increase the capacity of their mental health services onsite at its schools;

WHEREAS, Duluth Public Schools recognizes that the tribally owned and operated Fond du Lac Human Services has a full services Behavioral Health Department designed to serve American Indian children and their families;

WHEREAS, Fond du Lac Human Services desires to locate School Linked Mental Health Therapists, in Duluth Public Schools to provide therapeutic services for students including mental health services such as, diagnostic assessments, mental health treatment plans, and individual therapeutic sessions;

THEREFORE, Fond du Lac Human Services and Duluth Public Schools agree that it is in the best interest of American Indian Children and their families attending school in Duluth Public School District to enter into an understanding;

This Memorandum of Understanding is to enable and structure the collaboration between Fond du Lac Human Services Division and Duluth Public School District ISD #709 in its implementation of creating educational successes for American Indian Children by providing quality, culturally appropriate therapeutic services to students with unmet social, emotional, behavioral/mental health needs.

II. ROLES AND RESPONSIBILITIES

Roles of Fond du Lac and ISD #709

It is understood that Fond du Lac and Duluth Public School District staff must work together as a team to effectively meet the needs of ISD #709 students, and both parties are to communicate any cause or concern, pertaining to any and all items that affect the overall success of the Memorandum of Understanding, in a timely manner. However, the parties to this Memorandum of Understanding understand their separate and distinct responsibilities.

Role of Fond du Lac

1. Fond du Lac licensed Mental Health Professionals/School-Linked Mental Health Therapists will provide onsite therapeutic services to students at a regularly scheduled time and place for each of several sites as agreed upon by the Fond du Lac Behavioral Health Coordinator, Fond du Lac Mental Health Supervisor, ISD #709 Mental Health Partnership Coordinator, Assistant Superintendent, Indian Education Director and ISD 709 Principals.
2. American Indian students referred by school personnel or parents will be seen individually by the licensed School-Linked Mental Health Therapist at the child's school in a private setting for interviews, diagnostic assessments, treatment plans, and individual therapeutic sessions according to established FDL Human Services Division policies and procedures.
3. School personnel including school social workers, teachers, counselors and administrative staff may schedule consultations with the licensed professional and occasional specific In-Service presentations may be scheduled jointly or as needed and time permits. Services will be provided according to the school schedule.
4. Students served by Fond du Lac Behavioral Health in the Duluth Public Schools are clients of Fond du Lac Human Services and are subject to the same rights and responsibilities as clients served onsite at any Fond du Lac Human Services facility.
5. Meet with Duluth Public Schools Administrative staff to plan a system of service delivery taking into consideration both the needs of Fond du Lac and ISD #709.
6. Locate therapists at Duluth Public Schools in order to provide mental health services in a private setting identified by school administrators.
7. Employ and be responsible for its employees placed at Duluth Schools.
8. Maintain appropriate professional liability insurance.
9. Share student/client information with school staff and with the consent of the student/responsible parent when a release of information is signed and information is needed.
10. Obtain parental permission to provide services.
11. Maintain and own case management records of students served.
12. Obtain insurance and other information necessary to appropriately bill parents and/or 3rd party payers for services delivered. Duluth Public School District will not be responsible for the cost of services delivered by Fond du Lac.

13. Meet periodically with School Administration and other designated staff to review the working relationship in order to address any concerns/conflicts, and to promote an active partnership.
14. Ensure that meetings with therapists do not conflict with necessary school scheduling such as specialists and academic scheduling without administrative permission.
15. Ensure that therapy services do not interfere with students receiving federally mandated IEP services from Special Education staff.

Role of ISD 709

1. Meet with Fond du Lac administrative staff to plan a system of mental health service delivery.
2. Inform Principals and school staff of services available and work with Fond du Lac staff to develop a system to identify and refer students that may be in need of mental health services. Meet periodically with Fond du Lac administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.
3. To provide Fond du Lac with a private meeting space for mental health professionals with access to a telephone and internet connection.
4. Upon parental permission and Fond du Lac's request, Fond du Lac will be provided student schedules in order to meet with students for therapy services.
5. Obtain parental permission before referring students to Fond du Lac for therapy services.

III. GENERAL TERMS

Terms. This Memorandum of Understanding will begin effective the date of 9-9-22 and will continue through 9-8-2023 unless either party provides written notice per the Termination clause below.

Termination. Either party may terminate this Agreement by giving the other party three (3) months prior written notice.

Confidentiality. Fond du Lac and ISD #709 agree that by virtue of entering into this Agreement they will have access to certain confidential information regarding the other party's operations related to this project.

Fond du Lac and ISD #709 agree that they will not at any time disclose confidential information and/or material without consent of that party unless such disclosure is authorized by this Agreement or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this agreement. Where appropriate, client releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgment. Both parties agree to perform within state and federal laws regarding confidentiality.

See pages of the 2018 Behavioral Health Policy and Procedure (attached).

Referrals. Parents/Guardians may be referred to the School-Linked Mental Health Therapists by members of the school staff or self-referred by the student or his/her parent according to established Fond du Lac Human Services Division's policies using a written referral form. It is the responsibility of the Parent/Guardian to contact Fond du Lac's SLMH Administrative Specialist to initiate services. The Fond du Lac staff will then contact the school staff working with that student to coordinate services.

Every effort will be made by ISD #709 to refer American Indian students to Fond du Lac Mental Health Professionals for culturally appropriate therapeutic services.

Data Collection. Duluth Public School District, upon receiving a signed data sharing agreement from the parent/guardian (form must specifically list each type of data to be shared), will be responsible for submitting grades, attendance records and behavioral violations to Fond du Lac Behavioral Health when requested.

Background Check. *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, current, and on file.

Contractor also stipulates that any employees with a gross misdemeanor or felony will not work independently with District students.

Independent Contractor. Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement,

including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

Indemnity and defense of the District. Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Anthony Bonds/Assistant Superintendent, 4316 Rice Lake Road, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Fond du Lac Human Services, Attn: Carol DeVerney, 927 Trettel Lane, Cloquet, MN 55720.

Assignment. Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

Governing Laws. This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

Entire Agreement. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

Data Practices. Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.


Conflict of Interest and Fiduciary Duty: All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

Mutual Consent to Collaboration. Fond du Lac and Duluth Public School District agree to work cooperatively to establish times and locations for therapy services, determine a schedule, make and review referrals and consistently communicate with one another in order to take additional steps needed to implement this Memorandum of Understanding and accomplish the goals of School Linked Mental Health services.

Samuel Moose Digitally signed by Samuel Moose
Date: 2022.11.03 11:24:14 -05'00'

Date: _____

Fond du Lac Human Services



Date: 11/4/22

Simone Zurich, Executive Director of Business Services, ISD #709