

YOUTURN, LLC
MASTER SERVICES AGREEMENT

THIS AGREEMENT is made and entered into on June 14, 2024, by and between Pinal County, a political subdivision of the State of Arizona (“County”) and Youturn, LLC, a Delaware Limited Liability Company (“Contractor”) (singularly a “Party,” collectively the “Parties”).

R E C I T A L S

WHEREAS, the County requires access to substance use disorder and mental health platforms and peer coaching services; and

WHEREAS, Contractor is ready, willing, able, and qualified to perform such services.

NOW, THEREFORE, the Parties agree as follows:

1. SCOPE OF SERVICES

The County engages Contractor and Contractor shall do, perform, and carry out the services as set forth in **Exhibit A**.

2. RESPONSIBILITIES OF CONTRACTOR

Contractor possesses the requisite skills necessary to perform the work under this Agreement and the County relies upon such skills. Contractor shall, at all times utilizing its ability, experience, and talent, to faithfully, industriously, and professionally perform the work set forth in **Exhibit A** to the County’s reasonable satisfaction. The County’s acceptance of Contractor’s work does not constitute a release of Contractor from its professional responsibility. Contractor affirms that it possesses current valid appropriate licensure or permits as required to perform the work under this Agreement.

3. COMPENSATION

County shall pay Contractor in accordance with the attached **Exhibit A**. Contractor is not entitled to, nor will Contractor receive any additional consideration, compensation, or other remuneration.

Upon submission of an invoice by Contractor, and upon approval of the County’s representative, County shall pay Contractor monthly in, up to the maximum amount reflected in **Exhibit A**, within thirty (30) days of receipt of timely invoices. Contractor shall submit invoices to County describing the services rendered, the date(s) of service and the charges in a form approved by the County. Invoices must be documented in such reasonable detail as required by the County’s Auditor to determine the funds were expended for the intended purposes. Contractor shall support its costs by properly executed payrolls, time records, attendance records, billing statements, contracts, detailed ledgers, vouchers, orders, or any other documents pertaining in whole or in part to this Agreement.

4. TERM

This Agreement commences on July 1, 2024 and terminates on June 30, 2025, unless otherwise terminated in accordance with its terms.

5. TERMINATION

The right to terminate this Agreement may be exercised without prejudice to any other right or remedy to which the terminating Party may be entitled at law or under this Agreement.

A. Without Cause. Either Party may terminate this Agreement without cause by giving the other Party sixty (60) calendar days' written notice of its intention to terminate pursuant to this provision, specifying the date of termination.

B. With Cause. This Agreement may be terminated by either Party in the event the other party materially breaches the Agreement and fails to cure such breach within thirty (30) days following receipt of written notice thereof.

C. Effects of Termination. Termination of this Agreement shall not terminate Contractor's obligations or liability to the County for damages sustained by the County because of the Contractor's breach, nor the Contractor's duty to indemnify, maintain and make available any records pertaining to this Agreement, cooperate with any audit, be subject to offset, or make any reports of pre-termination contract activities. Termination of this Agreement shall not terminate County's compensation obligations under Section 3 of this Agreement related to the period prior to Termination.

D. No Waiver of Breach or Breach by Forbearance. In no event will either Parties' act of forbearance regarding previous acts by the other Party: i) constitute a breach or breach of the Party's obligations under this Agreement; ii) waive a Party's right to assert breach or breach; nor iii) impair or prejudice any remedy available to the non-breaching Party.

6. RECORDS AND INSPECTIONS

Contractor shall maintain full, complete, and accurate records with respect to all matters covered under this Agreement.

7. AMENDMENTS

The Parties may modify this Agreement only by a written amendment signed by the Contractor and the County's Board of Supervisors ("Board") or other representative as authorized by the Board.

8. INSURANCE

A. Requirement to Obtain and Maintain Insurance. Without limiting the County's right of indemnification from Contractor or any third parties, Contractor shall purchase and maintain the insurance policies described below (the "Insurance Policy(ies)") prior to the commencement of work or execution of this Agreement. Contractor shall maintain the Insurance Policies

throughout the term of this Agreement in the amounts set forth below:

1. Commercial General Liability covering bodily injury, personal injury, and property damage with minimum limits of Two Million Dollars (\$1,000,000) per occurrence and Four Million Dollars (\$2,000,000) annual aggregate. State of Arizona and Pinal County shall be additional insureds with respect to liability arising out of the activities performed by or on behalf of the contractor. Coverage will be endorsed with a waiver of subrogation in favor of Pinal County and State of Arizona. Coverage will be endorsed to be primary and non-contributory to any self-insurance or insurance carried by the State of Arizona or Pinal County.

2. Commercial Automobile Liability covering owned, hired and non-owned vehicles used in connection with this Agreement with a Combined Single Limit of One Million Dollars (\$1,000,000). State of Arizona and Pinal County shall be additional insured with respect to any liability arising out of the losses arising from work performed by the contractor. Coverage will be endorsed with a waiver of subrogation in favor of Pinal County and state of Arizona. Coverage will be endorsed to primary and non-contributory to any self-insurance or insurance carried by the State of Arizona or Pinal County.

3. Workers Compensation in a statutory amount as required by the laws of the State of Arizona and Employers Liability coverage in the amount of One Million (\$1,000,000) each accident, and per employee disease and in Aggregate. This requirement shall not apply to those exempt under A.R.S. 23-902 (E.). Coverage will be endorsed with a waiver of subrogation in favor of Pinal County and State of Arizona.

B. Additional Insurance Requirements.

1. Contractor shall obtain insurance placed with admitted insurers rated by A.M. Best Co. as A:VII or higher.

2. Contractor must provide notice if any of the policies are cancelled, voided or suspended for any reason. Notice must be within 2 days of communication from insurer and shall be emailed or hand delivered to Pinal County with a reference to this contract.

3. Contractor must provide proof of coverage on a standard ACORD form and send to: Matt Hedrick (*see* Section 14). Failure to secure or provide required proof of coverage is a material breach of contract.

4. Contractor's coverage shall include all subcontractors as insureds under its policies, or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance evidenced by the certificates and endorsements of all subcontractors.

9. INDEMNIFICATION

A. Contractor shall defend, indemnify, and hold harmless Pinal County (County) and PCSO, their officials, Board, agents, and employees without limitation from and against any and all claims (including, but not limited to, workers' compensation or disability claims), damages, losses, liabilities, actions, costs, fees, fines or expenses (including but not limited to attorney fees, court costs, and cost of appellate proceedings) relating to, arising from, resulting from or alleged

to have arisen or resulted from, in whole or in part, activities under this Agreement, unless caused by PCSO's willful misconduct and/or negligence. Contractor's duty to defend, indemnify, and hold harmless the County, PCSO, and their officials, Board, agents, and employees shall arise in connection with any and all claims, damages, losses, liabilities, actions, costs, fees, fines or expenses that are attributable to bodily injury, personal injury, sickness, disease, death or damage to, or destruction of, tangible or intangible property including the loss of use therefrom, caused in whole or in part by any act, error, mistake or omission of Contractor, its officers, officials, employees, members, guests, invitees, participants, agents, vendors, subcontractors or anyone for whose acts Contractor may be liable

B. These indemnification obligations shall survive the termination of this Agreement as to any act, omission, fault, or negligence occurring during this Agreement or any extension of this Agreement.

10. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an agent, officer, or employee of the County. This Agreement is by and between two (2) independent entities and is not intended to, nor will it be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

11. CONFIDENTIALITY

During the term of this Agreement, Parties may disclose certain information which is confidential and proprietary ("Confidential Information"). Both Parties agree that they shall keep such Confidential Information confidential and shall not disclose such Confidential information to any third party and shall not use such Confidential Information for other purposes than as required to perform its obligations under this Agreement.

As used here, "Confidential Information" means confidential or proprietary data or information of either party that is disclosed in oral, written, graphic, machine recognizable, sample or any other form, by one party to the other and that is clearly designated or marked as confidential or proprietary or that is disclosed under such circumstances as the receiving Party should reasonably understand that the information is intended to be treated as confidential. Confidential Information includes, but is not limited to, trade secrets, patents, customer and supplier lists, product designs and pricing information, processes, formulas, business plans, consumer information, product licensing plans, production plans and protocols, systems architecture, technology, data, and methods. Confidential Information includes any information that may be derived from or developed as a result of access to all notes, reports, evaluative materials, analyses or studies regarding or relating to the Confidential Information. Confidential Information also includes program participant's personal identifying information and any other private information.

12. CONFLICT OF INTEREST

Contractor warrants that its board of directors, employees, officers, including the immediate families of each have no financial interest, direct or indirect, that conflicts with rendering services under this Agreement and will not acquire any such financial interest.

13. ASSIGNMENT

Contractor shall not assign this Agreement without first obtaining the written consent of the County, subject to any required state or federal approval. Assignment by Contractor of any monies due does not constitute an assignment of this Agreement.

14. NOTICE

The Parties shall give any notice necessary to the performance of this Agreement in writing, and delivered by personal delivery, fax, overnight carrier, e-mail with read receipt acknowledgment, or by prepaid first-class mail addressed as follows:

Pinal County
Matt Hedrick
Deputy Chief

Youturn, LLC
Brent Lomax
CFO

971 N Jason Lopez Circle, Bldg. C
Florence, AZ 85132

785 W Wheatland Rd, Ste 520
Duncanville, TX 75116

15. GOVERNING LAW

This Agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of Arizona. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this Agreement, and any disputes hereunder. Contractor consents to the jurisdiction of courts situated in Pinal County, Arizona, in any action arising under this Agreement.

16. SEVERABILITY

If a court of competent jurisdiction finds any of the provisions of this Agreement unenforceable, the remaining provisions remain enforceable and the unenforceable provisions constitute an amendment to the limited extent required to permit enforcement of the Agreement as a whole.

18. ENTIRE AGREEMENT; CONTRIBUTIONS OF BOTH PARTIES

This Agreement, including its Recitals and Exhibits, are fully incorporated into and are integral parts of this Agreement. This Agreement constitutes the entire agreement between the Parties. There are no inducements, promises, terms, conditions, or obligations made or entered into by the County or Contractor, other than those contained in this Agreement.

19. ELECTRONIC SIGNATURES; COUNTERPARTS

The Parties may execute this Agreement by electronic means, and in two (2) or more counterparts that together constitute one (1) Agreement.

20. AUTHORITY

Each signatory to this Agreement represents it is authorized to enter into this Agreement and bind the Party that its signature represents.

IN WITNESS WHEREOF, the Parties executed this Agreement the day and year first written above.

For PINAL COUNTY, ARIZONA

For YOUTURN, LLC

By: _____

By:  _____

Print Name: _____

Brent Lomax

Supervisor, Pinal County Board of Supervisors

CFO

Date: _____

Date: 6/14/2024

Attest:

Clerk of the Board

Date: _____

Approved as to form:

Deputy County Attorney

Date: _____

Exhibit A Statement of Work

This Statement of Work (“SOW”) is an exhibit attached to, and made part of, the Master Services Agreement between Pinal County and Youturn, LLC dated June 14, 2024, and is subject to the terms and conditions of such Agreement.

1) Summary

- a) Through a combination of education, peer coaching, and family support, Youturn Health works to improve outcomes for offenders around substance misuse, addiction, and suicidal ideation. Select Youturn Health education modules will be available to all inmates in electronic form over County’s delivery network. County will identify select high risk offenders for Assertive Community Engagement (ACE) Peer Coaching. Offenders participating in ACE Peer Coaching, and their families, will have access to Youturn peer coaches as well as Youturn Health’s proprietary learning platform.

2) Services

a) License of Educational Content

- i) For the term of the Agreement, Youturn Health will provide to County a nonexclusive, nontransferable, and non-sublicensable license to use, distribute, display, and transmit, in electronic form over Client’s internal networks, the following courses:
 - (1) Behavioral Health :Understanding and Managing Mental Health
 - (2) Substance Use Disorder: A Pathway through Addiction, Treatment, and Support
- ii) For the term of the Agreement, offenders, and the family of offenders, participating in ACE Peer Coaching will be provided access to Youturn Health’s proprietary learning platform. The platform allows confidential, 24/7/365 access for eligible participants. Their family members can access the learning platform at any time to help increase their understanding of recovery and overall mental health by providing education on important topics as well access to training and assessments.

b) ACE Peer Coaching

- i) For the term of this agreement, Youturn Health will provide up to 1,200 participant months of one-on-one peer coaching services. Assuming 6 months of average coaching per participant, this will provide one-on-one peer coaching to up to 200 offenders. Peer Coaching is delivered by Youturn Health employees with lived experience to connect with a participant for ongoing and unlimited monthly support.

Offenders referred by County will be assigned to a Peer Coach within 24 hours of receipt (Monday-Friday). Outreach will be made by the assigned Peer Coach to participants within 48 hours of assignment by Youturn admissions.

Exhibit A Statement of Work

- ii) Standard Levels of Care. Youturn Health has established minimum levels of peer coaching as outlined below. Peer coaches are trained to modify an offenders level of care based on the offender's needs and progress. Tier One is default for incoming offenders and will be altered at coach's discretion.
 - (1) Tier One: 1 successful video or phone call (min 10 min / max 45 min) and at least one text message weekly (if offender has text access)
 - (2) Tier two: 1 successful video or phone call (min 10 min / max 45 min) and at least one text message biweekly (if offender has text access)
 - (3) Tier three: 1 successful video or phone call (min 10 min / max 45 min) and at least one text message monthly (if offender has text access)

- iii) Standard Chase Periods. Youturn Health has established minimum levels of effort to keep offenders engaged in peer coaching as outlined below. While minimums have been set, peer coaches utilize their training and relationships to individualize a chase strategy most effective to keep each given offender engaged.
 - (1) Days 0-30: Two call attempts per week AND 1 supplemental text or email
 - (2) Days 31-60: One call a week AND 1 supplemental text or email
 - (3) Days 61-90: One call bi-weekly AND 1 supplemental text or email

- iv) Standard Discharge Process. It is Youturn Health's standard to discharge an offender after unsuccessful contact attempts for 60 days. However, Youturn Health will coordinate with County in circumstances were this period so be shortened or extended.

c) Implementation and Program Management

- i) Youturn Health will work with County to:
 - (1) Provide County access to educational courses to be provided over County networks.
 - (2) Establish referral process to enable County to enroll high risk offenders into ACE Peer Coaching.
 - (3) Provide offenders participating in ACE Peer Coaching, and their families, access to the Youturn Health proprietary learning platform.
 - (4) Establish lines of communication to ensure prompt delivery of any urgent information regarding offenders in the program.
 - (5) Collaborate on plans to create awareness of the program to ensure maximum utilization.
 - (6) Establish a standard monthly reporting process to include, at a minimum:
 - (a) Number of referrals into peer coaching.
 - (b) Number of offenders receiving peer coaching.
 - (c) Number of discharges from peer coaching and reason for discharge.
 - (d) Average length of engagement in peer coaching.
 - (e) Average peer coaching contact statistics.

Exhibit A
Statement of Work

3) Fees

- a) Customer shall pay Youturn Health, in consideration of all goods, equipment, work, or services furnished by Youturn Health under this agreement, an amount not to exceed \$350,000 annually; payment of \$29,166.66 to be made monthly for 12 total months.