

**AGREEMENT FOR SCHOOL-BASED SERVICES
OF COUNSELING CONSULTANT**

**By and Between
Wellness Together, Inc.
and
Mountain View Whisman School District**

This agreement (“Agreement”) is by and between the Mountain View Whisman School District (“District”) and Wellness Together, Inc. (“Consultant”) (together, they are referred to as “Parties,” and individually, as a “Party”).

**I.
RECITALS**

1. District provides educationally related counseling services to school-age children and their families.
2. District is authorized by Section 53060 of the California Government Code to contract with and employ any persons to furnish special services and advice, if those persons are specially trained and experienced and competent to perform the special services that are required.
3. District is in need of such services and advice and Consultant warrants that it is specially trained, licensed, experienced, and competent to perform the services required by District.

**II.
AGREEMENT**

1. EXHIBITS

- a. This Agreement has multiple Exhibits. Any Exhibit that is specified in this Agreement is by this reference made a part of it.
- b. Exhibits include:
 - i. Exhibit A: Scope of Services
 1. Appendix A: Wellness Together Mental Health Specialist Site Disbursement
 2. Appendix B: Expected Hiring and On-Boarding Timelines
 - ii. Exhibit B: Compensation
 - iii. Exhibit C: General Terms and Conditions
 - iv. Exhibit D: Insurance

2. EFFECTIVE DATE AND TERM

- a. This Agreement is effective on 2025-08-13 (“Effective Date”).
- b. Unless terminated or otherwise canceled in accordance with a provision of this Agreement, the term of this Agreement shall be: (i) from the Effective Date to (ii) 2026-08-12 .

3. INDEPENDENT CONTRACTOR

- a. District hereby agrees to engage Consultant to support the overall counseling goals of District. In performance of this Agreement, Consultant is an independent contractor, the District being interested only in the result obtained. The manner and means of conducting the work will be under the sole control of consultant. However, all work performed under this Agreement will be done in accordance with the provisions of this Agreement and be subject to the continuing right of inspection by the District's representatives.
- b. Consultant, in the performance of this Agreement, is and shall act as an independent Consultant. Consultant understands and agrees that Consultant and all of Consultant's employees shall not be considered officers, employees, agents, partner, or joint venture of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Consultant's employees.

4. SCOPE OF SERVICES

- a. Consultant shall furnish to District the services described in Exhibit A ("Services").

5. COMPENSATION

- a. Consultant shall receive payment, for Services satisfactorily rendered pursuant to this Agreement, as specified in Exhibit B ("Compensation").

6. GENERAL TERMS AND CONDITIONS

- a. The General Terms and Conditions are set forth in Exhibit C.

7. INSURANCE

- a. Exhibit D, entitled Insurance, is attached and incorporated by reference.

8. NOTICE

- a. Any notice required by this Agreement may be given either by personal service or by deposit (postage prepaid) in the U.S. mail addressed as follows:

To District:

Mountain View Whisman School District

1400 Montecito Ave.

Mountain View, CA 94043

Attn: Karin Jinbo

To Consultant:

Wellness Together, Inc.

1382 Blue Oaks Blvd., Suite 213

Roseville, CA 95678

Attn: Robert Garcia

9. LIMITATION OF LIABILITY

- a. Other than as expressly provided in this Agreement, Consultant's obligations shall be limited to the Scope of Services (Exhibit A). Notwithstanding any other provision of this Agreement, in no event, shall Consultant be liable, regardless of whether any claim is based on contract

or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

[Signature Page Follows]

The Parties have executed this Agreement on the dates indicated below.

Mountain View Whisman School District

Wellness Together, Inc.

By:

By:

A handwritten signature in black ink, appearing to read 'R. Garcia', written over the 'By:' label.

Print Name:

Print Name: Robert Garcia

Its:

Its: Chief Operating Officer

EXHIBIT A
to AGREEMENT FOR SERVICES

SCOPE OF SERVICES

1. Nature of Work

- a. Consultant will perform consulting and advisory services on behalf of District with respect to all matters relating to or affecting the integration and implementation of supplementary counseling support services for District students in a safe, encouraging, and supportive manner in an individual and/or group setting, relevant and specific to the needs of the participating students. These services may be conducted in person or online if applicable. Following teaming and services determination with District personnel, specific services may include, but will not necessarily be limited to, the following:
 - i. School-based services:
 1. Individual counseling sessions
 2. General psychosocial interventions
 3. Group counseling sessions
 4. Crisis intervention
 5. Parent and staff consultations
 - ii. Community referrals:
 1. Upon discontinuation of School-based services, as set forth above, the student and/or family may be offered three (3) referrals to alternative community mental health providers. Students and/or families may also choose to obtain services through Consultant in an agency setting, by separate Agreement with Consultant, at their own expense.
 - iii. Family engagement sessions.
 - iv. Classroom presentations.
 - v. Collection, analysis, and provision of certain non-personally identifying process data in aggregate to the District.
 - vi. Entry of all service-related records into District's Electronic Health Record ("EHR") system. For purposes of this Agreement, "service-related records" is defined as any and all information obtained and/or created by Consultant in the course of providing services to District students under this Agreement, and includes files, documents, professional documentation, analyses, diagnoses, treatments, audio or visual content, and/or other materials prepared by Consultant in connection with such services.
- b. To the extent that the District desires Consultant to perform additional work beyond the foregoing and/or in excess of the staffing requirements below, the District may request those additional services, in writing and will pay Consultant for those additional services.

2. Consultant Staffing

- a. Consultant's staffing shall include, but will not necessarily be limited to, the following:

- i. Any combination of Mental Health Specialist positions (MHS), (MHS I), (MHS II) and/or (MHS III) totaling 0 service hours per week, and 32 Student Support Counselor service hours per week.

- 1. MHS

- a. Holds a bachelor's degree and is currently enrolled in a graduate program for Marriage and Family Therapy, Counseling, Psychology, Social Work, or a closely related field. Individuals enrolled in a Pupil Personnel Services Credential program in the State of California may also be eligible to hold this position.

- 2. MHS I

- a. Holds a bachelor's degree and is currently enrolled in a graduate program for Marriage and Family Therapy, Counseling, Psychology, Social Work, or a closely related field and has completed a minimum of 12 units. Individuals enrolled in a Pupil Personnel Services Credential program in the State of California may also be eligible to hold this position.

- 3. MHS II

- a. Registered Associate with the California Board of Behavioral Sciences (BBS) or the California Board of Psychology (BOP) in at least one of the following areas: Marriage and Family Therapy, Counseling, Psychology, Social Work, or a closely related field.

- 4. MHS III

- a. Licensed with either the California Board of Behavioral Sciences (BBS) or the California Board of Psychology (BOP) in at least one of the following areas: Marriage and Family Therapy, Counseling, Psychology, Social Work, or a closely related field.

- 5. Student Support Counselor

- a. Registered Associate or Licensed with either the California Board of Behavioral Sciences (BBS) or the California Board of Psychology (BOP) in at least one of the following areas: Marriage and Family Therapy, Counseling, Psychology, Social Work, or a closely related field.

- ii. Clinical Supervision.

- iii. Organizational leadership and support staff.

- b. See also, Appendix A: Wellness Together Mental Health Specialist Site Disbursement.

- 3. Limitation on Delegation of Personal Services by Consultant**

- a. The work and services provided for in this Agreement shall be performed by Consultant, and no person other than regular associates or employees of Consultant shall be engaged in such work or services except on written approval of District, provided that this provision shall not apply to secretarial,

clerical, routine mechanical, and similar incidental services needed by Consultant to assist in the performance of this Agreement.

4. Insurance Billing and Reimbursement

- a. Consultant agrees to provide District with service-related records necessary to bill insurance providers under the Children and Youth Behavioral Health Initiative fee schedule (“CYBHI fee schedule”) for services rendered pursuant to this Agreement when applicable.
- b. It is within the sole discretion of Consultant to determine whether a diagnosis will be made in any given case.
- c. District acknowledges that if Consultant determines a diagnosis is not appropriate or will not be provided for a student receiving services under this Agreement, District may not compel Consultant to provide or specify a diagnosis if one is required by any insurance provider for reimbursement purposes.
- d. District acknowledges that any diagnosis provided to a student in connection with services rendered pursuant to this Agreement may induce its obligations under Law specific to Special Education requirements.
- e. It is District's sole responsibility to pursue and obtain student health insurance information, consent to bill student's health insurance, and reimbursement from the student and/or family's insurance provider for any and all services rendered pursuant to this Agreement.
- f. District acknowledges that Consultant may provide services or treatment that may not qualify for reimbursement through CYBHI fee schedule. District's eligibility or ability to obtain reimbursement for services rendered pursuant to this Agreement has no effect on any payments owed to Consultant pursuant to the compensation terms set forth in Exhibit B of this Agreement.

5. Electronic Health Records

- a. District will provide Consultant with direct access to its Electronic Health Record (“EHR”) system for purposes of entering service-related records.
- b. Consultant will use Student Data (as defined in Section 11(d)) received through the EHR system only for purposes the District provided it to the Consultant.
- c. Consultant will input service-related records in accordance with FERPA directly into District's EHR system for services rendered pursuant to this Agreement.
- d. District, at its expense, will furnish Consultant with all software, credentials, and/or other access necessary for Consultant to input service-related records into District's EHR system.
- e. Consultant is not responsible for the maintenance, accessibility, function, security, protection, or integrity of District's EHR system. Consultant's responsibility with respect to District's EHR system is limited to the access and input of service-related records.
- f. Consultant is not liable for any damages resulting from delays or errors in entering service-related records that are due to issues with District's EHR system through no fault of Consultant.
- g. Consultant will promptly notify District of any issues regarding access to or functionality of District's EHR system.

- h. Both Parties will instruct their respective faculty and staff to maintain confidentiality of service-related records maintained and exchanged pursuant to this Agreement as required by Law, including the Family Education Rights and Privacy Act (FERPA), the Health Insurance Portability Accountability ACT (HIPPA), state privacy Laws, and by policies and procedures of School and Consultant (“Privacy Rules”).
- i. District acknowledges and agrees that it shall store and maintain all service-related records provided by Consultant in accordance with applicable Laws which regulate record keeping for Mental Health Therapists.
- j. District acknowledges that Consultant may be required to respond to a third party request or testify in a legal proceeding concerning services performed pursuant to this Agreement. Consultant shall have continuous access to service-related records maintained by District for the duration of time that such records are required by Law to be maintained.

APPENDIX A

Wellness Together Mental Health Specialist Site Disbursement

Wellness Together Site & Hours Options Reference Guide

Table 1.1

Site Options					<i>There is no maximum number of MHSs. Any number of MHSs not listed in Table 1.1 may follow the same incremental increases outlined in Table 1.1.</i>
# of MHSs	One MHS	Two MHSs	Three MHSs	Four MHSs	
# of Sites	1-2 sites	1-4 Sites	1-6 Sites	1-8 Sites	
Approximate hours per week	32 Hours	64 Hours	96 Hours	128 Hours	

Hours and Caseload Reference Guide

Table 1.2

MHS hours per week	Case Management, Crisis Intervention, and Follow-up hours per week, up to:	Individual Caseload Size per week, up to:
24	4	20
30	6	24
32	6	26

APPENDIX B

Expected Hiring and On-Boarding Timelines

Please sign and return the Agreement as soon as possible to avoid any delay in services. There may be up to a 2-month period after signature to allow for onboarding and training of new staff members. Actual timeline will be agreed upon by both Parties.

EXHIBIT B
to AGREEMENT FOR SERVICES

COMPENSATION

1. Compensation

- a. District will pay Consultant the total sum of ONE HUNDRED FIFTY-SEVEN THOUSAND, NINE HUNDRED TWENTY DOLLARS AND ZERO CENTS (\$157,920.00) for the work required to be performed pursuant to this Agreement, as follows:
 - i. Any combination of Mental Health Specialist (MHS), Mental Health Specialist I (MHS I), Mental Health Specialist II (MHS II), Mental Health Specialist III (MHS III) positions.
 - ii. Student Support Counselor positions.

Total Cost of Contract:
\$157,920.00

Total cost of Licensed Supervision,
Program Administration, Program
Costs and Wages for 0 MHS and 32
Student Support Counselor Hours Per
Week for 47 Weeks during the

2. Payment

- a. Schedule
 - i. Consultant shall be paid in accordance with monthly invoicing from Consultant unless quarterly or pay in full options are selected. Up to FOUR (4) of the days may be used as paid training and/or administrative days per Mental Health Specialist/Student Support Counselor. Invoices will be sent by the 5th of the month in which services are rendered.
- b. Payment Options: To the extent that this Agreement is terminated prior to Consultant performing the work for which the District has prepaid, Consultant shall refund any unearned fees upon termination.
 - i. Monthly Payment: Consultant shall be paid in accordance with monthly invoicing from Consultant. Consultant shall invoice the District by the 5th of the month in which services are rendered. The District shall pay Consultant within thirty (30) calendar days of the invoice date.
- c. Process
 - i. Payment shall be made (for all undisputed amounts) within the agreed upon calendar days above after Consultant submits an invoice to District for Services. To the extent that this Agreement is terminated prior to Consultant performing the work for which the District has paid, Consultant shall refund any unearned fees upon termination.
- d. Delay of Start of Services / Prorated Services

- i. The Consultant hires based on the needs of the District, regardless of previous agreement(s). Consultant hiring begins after this Agreement is fully executed. Any delay in executing the Agreement by the District may therefore delay the Consultant's completion of the hiring process. If the start date of Services falls after the start date of this Agreement due to a delay based on Consultant hiring and training, Services will not be billed until Services begin on campus or online.
 - ii. If the start date of Services falls after the start date of this Agreement due to delay in necessary communication on behalf of the District to the Consultant after the full execution of this Agreement, including but not limited to communication regarding District site assignments, scheduling, and introduction meetings necessary for Services to commence, Services will be billed according to the start date of this Agreement, regardless of when Services begin on campus or online.
 - iii. See also Exhibit A, Appendix B: Expected Hiring and On-Boarding Timelines.
 - iv. In the case of prorated services under (d)(i). above, this Agreement may be extended and allocated funds corresponding to the amount remaining after proration may be credited for services rendered in the future, if expressly agreed upon in writing by both parties.
- e. Additional Work and Compensation
 - i. Except for the provision allowing the District to request Consultant perform additional counseling work requested in accordance with the Scope of Work (Exhibit A) above, the Parties agree that work performed during the term of this Agreement shall be deemed to be performed under the provisions of this Agreement and shall not entitle Consultant to any additional compensation. If, during the term of this Agreement, District desires to retain Consultant to perform work or services determined by the Parties to be new work or services not covered by this Agreement, then a separate written Agreement for the new work or services must be executed between the parties prior to performance of the new work or services.

EXHIBIT C
to AGREEMENT FOR SERVICES

GENERAL TERMS AND CONDITIONS

- 1. STANDARD OF CARE.** Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to local educational agencies.
- 2. COMMUNICATIONS TO DISTRICT.** Consultant will work and coordinate with a designated administrator as a point of contact for each school site for purposes of referral processes, location of counseling services, office space, and data collection and sharing. Consultant will provide District with documentation and processes that ensure parent/guardian permissions and attention to student privacy as may be required by the Health Insurance Portability and Accountability Act (HIPAA) and the Family Educational Rights and Privacy Act (FERPA), as appropriate.
- 3. CONTROL OF WORK AND WORKERS BY CONSULTANT.** Consultant shall have sole control of the manner and means of performing this Agreement and shall complete it according to Consultant's own means and methods of work. Consultant shall direct the performance of Consultant's agents and employees.
- 4. FURNISHING OF MATERIALS AND EQUIPMENT.** All materials and equipment needed by Consultant to carry out the work to be performed by Consultant under this Agreement shall be furnished by Consultant at Consultant's expense. Notwithstanding the foregoing, the District shall at its expense provide Consultant with a confidential, safe, furnished office with secure WiFi/Internet (minimum speed of WiFi/Internet 20 mb/s upload and 20mb/s download), adequate student supervision during transitions, reasonable technical assistance, and other standard utilities, at each campus location from which Consultant may perform in-person or telehealth services.
- 5. PLACE OF PERFORMANCE OF SERVICES.** The services to be performed under this Agreement shall be performed at the District's place of business and other District locations as District may determine or online.
- 6. HIRING OF EMPLOYEES.** Consultant shall have full authority to employ qualified and experienced workers in carrying out the terms of this Agreement and shall be responsible for, and in full control of, such workers. Persons hired by Consultant shall be employees of Consultant and are to be paid by Consultant alone at such compensation as Consultant deems proper, subject to applicable Law. Consultant alone shall have the right to discharge workers in Consultant's employment.
- 7. SUPERVISION BY CONSULTANT.** Consultant shall superintend, either personally or through a job supervisor, representative or employee, as the case may be, the execution of all work covered by this Agreement. If Consultant uses a job supervisor, representative or employee, as the case may be, Consultant agrees that such individual shall be competent and qualified and shall give his or her personal attention to the work under this Agreement at all times, and shall represent Consultant with full power to act on matters pertaining to this Agreement.
- 8. RIGHT OF DISTRICT TO SUPERVISE AND INSPECT.** Consultant, as an independent contractor, shall have the authority to control and direct the performance of the work done under this Agreement. However, the work shall be subject to

District's general right of inspection and supervision to secure the satisfactory completion of it in accordance with generally accepted counseling standards and principles. District shall designate a representative or representatives who shall have access at all reasonable and appropriate times for the purpose of observing or inspecting the work performed by Consultant to judge whether such work is being performed by Consultant in accordance with this Agreement. However, the actual performance and superintendence of all work shall be by Consultant. Such representative or representatives shall be empowered to act for the District in all matters relating to Consultant's performance of work under this Agreement. Any and all of District's foregoing right to observe and supervise Consultant's work is subject to and conditioned on any applicable privacy Laws, and the reasonably accepted privacy and confidentiality concerns of patients for whom Consultant is providing services. To the extent there is any conflict or question between District's right to supervise or observe and the privacy rights of patients, the latter will control.

9. **CLEARANCES.** All clearances required to provide service in a public school district in the State of California will be arranged and executed by and at the expense of Consultant. To the extent possible, District will reasonably assist and inform Consultant of such required clearances.
10. **INTELLECTUAL PROPERTY.** Consultant is and will be the sole and exclusive owner of all right, title, and interest in and to all Services performed by Consultant, including all Intellectual Property Rights therein. District acknowledges that the Consultant's proprietary database that houses Student Data ("Consultant Property") is the exclusive property of Consultant (or a third-party providing such Consultant Property to District under a license). No rights including, without limitation, any ownership interests in or to Consultant Property, shall be sold, transferred, assigned or licensed to District under this Agreement or any Statement of Work other than the license granted to District. The Consultant Property is the confidential and proprietary information of Consultant or such third-party, and the tools also may be protected by the copyright, patent, trade secret and/or intellectual property Laws of the United States and other countries. For purposes of this Agreement, Consultant Property shall mean, Consultant's (or a third-party's licensed to Consultant) proprietary software, copyrights and works of authorship (whether copyrightable or not), computer programs, and rights in data and databases software tools, and any other inventions, intellectual property, know-how, proprietary data, and materials supplied by Consultant to District under this Agreement plus any enhancements or modifications made at any time to any of the above.
11. **DATA OWNERSHIP.**
 - a. All Student Data transmitted to the Consultant by the District will continue to be the property of and under the control of the District.
 - b. Any records, files, documents, professional documentation, analyses, or other materials directly related to the student or school and created by the Consultant will continue to be the property of and under the control of the Consultant. The District, may make a written request for such items, but Consultant retains the right to refuse access to such items subject to applicable Laws.
 - c. For purposes of this Agreement, "Student Data" includes any data, whether gathered by Consultant or provided by District or its users, students, or

students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "personally identifiable information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state Law. Student Data shall not constitute information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services or directory information as described under FERPA.

12. **DATA SECURITY.** School agrees to implement and maintain appropriate security protocols in the transfer, transmission, and maintenance of all service-related records provided by Consultant to School in performance of this Agreement. School shall notify Consultant immediately upon discovery of or on reasonable belief that there has been a breach of data security relevant to the records subject to this agreement, and any records have been lost, tampered with, or otherwise illegally accessed.
13. **THIRD PARTY REQUEST.** School is the Custodian of Records for all service-related records provided to the School by Consultant. If School receives a request from a Third Party, including law enforcement and government entities, for service-related records, School will, unless prohibited by Law: (a) promptly notify Consultant of its receipt of a Third Party Request in a manner permitted by Law, (b) comply with Consultant's reasonable requests regarding its efforts to oppose a Third Party Request, and (c) respond to and/or comply with the request according to any state or federal legal timeframes.
14. **TERMINATION.**
 - a. **With Cause by District.** District may terminate this Agreement upon giving written notice of intent to terminate for cause. Cause shall include:
 - i. material violation of this Agreement by Consultant; or
 - ii. any act by Consultant exposing District to liability to others for personal injury or property damage; or
 - iii. Consultant is adjudged bankrupt, Consultant makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Consultant's insolvency.
 1. Written notice by District shall contain the reasons for such intent to terminate and unless within fifteen (15) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the fifteen (15)

calendar days cease and terminate.

- b. **With Cause by Consultant.** Consultant may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - i. material violation of this Agreement by District; or
 - ii. any act by District exposing Consultant to liability to others for personal injury or property damage; or
 - iii. District is adjudged bankrupt, District makes a general assignment for the benefit of creditors or a receiver is appointed on account of District's insolvency.
 - 1. Written notice by Consultant shall contain the reasons for such intention to terminate and unless within fifteen (15) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the fifteen (15) calendar days cease and terminate. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to Consultant.
- c. **Without Cause by District.** Written notice by District shall contain the intent to terminate, and this Agreement shall cease and terminate upon the expiration of fifteen (15) calendar days.
- d. Upon termination, except as deemed privileged and/or confidential by Law, Consultant shall provide District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

15. MUTUAL INDEMNIFICATION.

- a. Consultant shall defend, hold harmless and indemnify School and its directors, trustees, officers, agents, and employees against all claims, demands, suits, judgments, expenses and costs of any and all kinds, including attorneys' fees and costs, arising out of the performance or failure of performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Consultant, its officers, agents, or employees, or any other grounds of legal liability, including violation of any duty imposed by any applicable law, statute, ordinance rule or regulation promulgated by any governmental agency or regulatory body (collectively "Laws") on the part of Consultant, its officers, agents or employees.
- b. School shall defend, hold harmless and indemnify Consultant and its directors, officers, agents, and employees against all claims, demands, suits, judgments, expenses and costs of any and all kinds, including attorneys' fees and costs, arising out of the performance or failure of performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of School, its officers, agents, or employees, or any other grounds of legal liability, including violation of any duty imposed by Law on the part of School, its officers, agents or employees.

- c. It is agreed that neither termination of this Agreement nor completion of the acts performed under this Agreement shall release either Party from the obligation to indemnify the other as to any claim or cause of action, which occurred, or is alleged to have occurred, prior to the effective date of such termination or completion.
- 16. INSURANCE.** Consultant shall procure and maintain at all times it performs any portion of the Services the insurances specified in Exhibit D to the Agreement.
- 17. CONFIDENTIALITY.** Consultant and Consultant's agents, personnel, employee(s), and/or subconsultant(s) shall maintain the confidentiality of all information received in the course of performing the Services ("Confidential Information"), and shall not disclose Confidential Information, including information derived from Confidential Information, to any person not a party to this Agreement without the express prior written consent of District, except as required by Law or as necessary for Consultant's agents, personnel, employee(s), and/or subconsultant(s) to perform the Services. If Consultant or any of Consultant's agents, personnel, employee(s), and/or subconsultant(s) is served with any subpoena, court order, or other legal process seeking disclosure of any Confidential Information, both Consultant and the person served shall each promptly send to District notice(s) of the legal process, but in no event shall do so any later than forty-eight (48) hours or such shorter time frame as necessary so that District may exercise any applicable legal rights and remedies. Consultant shall require its agents, personnel, employee(s), and/or subconsultant(s), as a condition of their retention, appointment, employment, or contract, to agree to comply with the provisions of this Section, and shall not permit its agents, personnel, employee(s), and/or subconsultant(s) access to Confidential Information in the absence of such agreement being effective. The obligations imposed in this Section shall survive the termination of this Agreement.
- 18. CONSENT FOR SERVICES FOR MINORS.** Consultant within its sole discretion will determine when a minor referred for services may receive treatment or counseling without Parent or Legal Guardian consent. In making this determination, Consultant will comply with all provisions of Law pertaining to informed consent for provision of its services to minors. Such Laws include, by way of illustration and not limitation:
 - a. California Family Code § 6924, providing:
 - i. A minor who is 12 years of age or older may consent to mental health treatment or counseling on an outpatient basis or to residential shelter services, if the minor, in the opinion of the attending professional person, is mature enough to participate intelligently in the outpatient services or residential shelter services. In addition, the professional person treating or counseling the minor is to consult with the minor before determining whether involvement of the minor's parent or guardian would be inappropriate; and
 - b. Health & Safety Code § 124260, providing:
 - i. A minor who is 12 years of age or older may consent to [outpatient] mental health treatment or counseling services if, in the opinion of the attending professional person, the minor is mature enough to participate intelligently in the mental health treatment or counseling services.
- 19. CONFLICT OF INTEREST.** Through its execution of this Agreement, Consultant

acknowledges that it is familiar with the provisions of Gov. Code, § 1090 et seq. and Chapter 7 of the Political Reform Act of 1974 (Gov. Code, § 87100 et seq.), and certifies that it does not know of any facts that constitute a violation of those provisions. In the event Consultant receives any information subsequent to execution of this Agreement that might constitute a violation of these provisions, Consultant agrees it shall immediately notify District of this information.

- 20. DISPUTES.** In the event of a dispute between the parties as to performance of Services, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation (the cost of which shall be split equally) prior to either Party commencing litigation. Pending resolution of the dispute, Consultant shall neither rescind the Agreement nor stop performing the Services.

21. COMPLIANCE WITH LAWS AND REGULATIONS.

- a. In the performance of work provided for in this Agreement, Consultant agrees that it shall be conducted in compliance with any and all applicable Laws. For clarity, Consultant shall not be considered a covered entity under HIPAA or an educational agency or institution under FERPA.
- b. In the performance of its obligations under this Agreement, School agrees that it shall be conducted in compliance with (i) the Privacy Rules (including, without limitation, any obligation to obtain consents from, or provide notices to, School students and parents), and (ii) any and all applicable Laws.
- c. Consultant assumes full responsibility for the payment of all contributions, payroll taxes, or assessments, state or federal, as to all its employees engaged in the performance of work under this Agreement. Consultant further agrees to meet all requirements that may be specified under regulations of administrative officials or bodies charged with the enforcement of any Laws on this subject. Consultant further agrees to furnish School, on request, a certificate or other evidence of compliance with Laws covering contributions, taxes, and assessments on payrolls. Consultant assumes and agrees to pay any and all gross receipts, compensation, use, transaction, sales, or other taxes or assessments of whatever nature or kind levied or assessed as a consequence of the work to be performed or on the compensation to be paid under this Agreement.

22. DURATION.

- a. This Agreement shall become effective upon execution by the Parties, but the obligations therein shall commence on Start Date of Contract, and shall remain in effect for the duration of this Agreement as provided, unless terminated for breach.

- 23. REPRESENTATIVE'S AUTHORITY.** Consultant shall have no right or authority, either express or implied, to assume or create, on behalf of the District, any obligation or responsibility of whatsoever kind or nature.

- 24. WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING.** No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless it is in writing and signed by a duly authorized representative of both parties to this Agreement.

25. WRITTEN NOTICE

- a. All communications regarding this Agreement should be sent to Consultant at the address set forth above unless notified to the contrary.
 - b. Any written notice under this Agreement shall become effective as of the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the address stated in this Agreement or such other address as may hereafter be specified by notice in writing.
- 26. MEDIATION.** Any differences, claims, or matters in dispute arising between the parties out of this Agreement or connected with this Agreement shall be submitted by them to mediation (the cost of which shall be split equally) prior to either Party commencing litigation.
- 27. PERMITS / LICENSES.** Consultant and all Consultant's employees or agents shall secure and maintain in force all permits and licenses that are required by Law in connection with the furnishing of Services pursuant to this Agreement.
- 28. SAFETY AND SECURITY.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from District the rules and regulations pertaining to safety, security, and driving on District grounds, particularly when children are present.
- 29. ANTI-DISCRIMINATION.** It is the policy of District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, or any other class or status protected by applicable Law, and therefore Consultant agrees to comply with applicable Laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, Consultant agrees to require like compliance by all its subconsultant(s).
- 30. FINGERPRINTING OF EMPLOYEES.** Consultant shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees if required by Law to do so. Consultant's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by District, or acting as independent Consultants of Consultant. Verification of compliance with this Section is available upon request in writing to Consultant by District. Consultant has obtained all required TB clearance(s) and will maintain and immediately produce those clearance(s) to District upon the District's request.
- 31. RECORDKEEPING.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles (GAAP), reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for a minimum of three (3) years thereafter.
- 32. EVALUATION OF CONSULTANT AND SUBORDINATES.** District may evaluate Consultant in any manner which is permissible under the Law. District's evaluation may include, without limitation:

- a. Requesting that District employee(s) evaluate Consultant and Consultant's employees and subcontractors and each of their performance.
 - b. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subconsultant(s)
- 33. TIME IS OF THE ESSENCE.** Time is of the essence in the performance of Services and the timing requirements agreed upon by the Parties, if any, shall be strictly adhered to unless otherwise modified in writing in accordance with Section 22 of this Agreement. Consultant shall commence performance and shall complete all required Services no later than the dates agreed upon by the Parties. Any Services for which times for performance are not specified shall be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Consultant by District.
- 34. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of Law and clause required by Law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to Laws shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.
- 35. ASSIGNMENT AND SUCCESSORS.** Neither District nor Consultant shall, without the prior written consent of the other Party, assign the benefit or in any way transfer their respective obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors, and assigns.
- 36. SEVERABILITY.** In the event that any provision of this Agreement shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would frustrate the intent and purpose of this Agreement.
- 37. SCOPE OF SERVICES.** In the event that any provision of these General Terms and Conditions shall be construed to be in conflict with the Scope of Services attached and incorporated into the terms of this Agreement, the Scope of Services shall prevail.
- 38. FORCE MAJEURE.** No Party shall be liable to any other Party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife, or any other cause beyond a Party's reasonable control.
- 39. GOVERNING LAWS.** The parties agree that it is their intention and covenant that this Agreement and performance under this Agreement and all suits and legal proceedings under this Agreement be construed in accordance with and under and pursuant to the Laws of the State of California and that in any action, special

proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the Laws of the State of California shall be applicable and shall govern, to the exclusion of the Law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted. In the event of any dispute or litigation concerning or arising out of this Agreement, all Parties agree to seek resolution in the County and/or federal judicial district in which Consultant's principal administrative office is located.

- 40. ATTORNEY'S FEES.** If suit is brought by either Party to enforce any of the terms of this Agreement, each Party shall bear its own attorney's fees and costs.
- 41. EXHIBITS.** All Exhibits referred to in this Agreement are incorporated in this Agreement and made a part of this Agreement as if fully set forth herein.
- 42. ENTIRE AGREEMENT.** This Agreement represents the entire agreement between District and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing, signed by both District and Consultant.
- 43. WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
- 44. AUTHORITY.** The individual executing this Agreement on behalf of Consultant warrants that he/she is authorized to execute the Agreement on behalf of Consultant and that Consultant will be bound by the terms and conditions contained herein.
- 45. INDEPENDENT CONTRACTOR.** Consultant is an independent contractor of School, and this Agreement shall not be construed to create any association, partnership, joint venture, employment, or agency relationship between Consultant and School for any purpose.
- 46. HEADINGS AND CONSTRUCTION.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs, and subsections are to this Agreement.
- 47. COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, when signed by all of the Parties hereto, shall constitute one and the same instrument. A facsimile or electronic signature shall be as valid as an original.

EXHIBIT D
to AGREEMENT FOR SERVICES

INSURANCE

1. Consultant shall procure and maintain at all times it performs any portion of the Services the following insurances with minimum limits equal to the amounts indicated below.
 - a. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Consultant, District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001)
 - b. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.
 - c. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to Consultant's profession.
 - d. **Cyber Liability Insurance.** Cyber Liability Insurance that shall provide Consultant protection against events like data breaches of client information and ransomware attack.
 - e. **Sexual Abuse and Misconduct Liability Insurance.** Sexual Abuse and Misconduct Liability that shall protect Consultant from claims of related acts of sexual abuse and misconduct.

Type of Coverage	Minimum Coverage
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence	\$2,000,000 \$4,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	\$1,000,000 \$1,000,000
Professional Liability	\$1,000,000

Workers Compensation	Statutory Limits
Employer's Liability	\$1,000,000
Cyber Liability Insurance	\$2,000,000
Sexual Abuse and Misconduct Liability	\$2,000,000

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT**Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST**Vendor Name: **Wellness Together*****REQUIRED CHECKBOX* for Service Contracts**☒ **MVWSD Independent Contractor for Professional Services Agreement (PSA) completed**☐ If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached.☒ **Contract for Professional Services / Special Services (RFP Process)**☐ Up to \$50,000, no further steps required.☒ \$50,001 and above, completed the following items:☒ **RFP** Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)☒ **RFP** Reviewed vendors' websites, references and qualifications to ensure applicable past experience.**If it is advantageous for the district to pursue a particular vendor, a justification can be attached.*☐ **Contract for Services (NOT Special Services)**☐ Up to \$50,000, no further steps required.☐ \$50,001 - \$114,799, completed the following items:☐ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.☐ \$114,800 and above, followed the Formal Bid Process in the Purchasing Processes and Procedures document.☐ **Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, & Surveyors**☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.☐ **Contract for Waste Services {MOT or CBO}**☐ Followed the applicable steps in the Purchasing Processes and Procedures document.☐ **Contract for Transportation Services (Bus, Cars, etc.)**☐ Followed the applicable steps in the Purchasing Processes and Procedures document.☐ **Contract for Equipment, Materials and Supplies**☐ Up to \$75,000, no further steps required.☐ \$75,001 - \$114,799, completed the following items:☐ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.☐ \$114,800 and above, followed the Formal Bid Process in the Purchasing Processes and Procedures document.☐ **Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology**☐ Followed the procurement steps for "Equipment, Materials and Supplies."☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.☐ **Contract for Educational Materials**☐ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.☐ Ensured the Board considers, selects and evaluates items through the District's process outlined in Board Policy and Administrative Regulation 6161.1.

☐ **Contract for Perishable Foods {Child Nutrition}**

- ☐ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

☐ **Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing CMAS / Other "Leveraged Procurement Agreements" via the CA Dept of Gen Svcs {Business Offc}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Contracts" {Business Office}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

☐ **Contract for Construction, Repair and Maintenance {MOT or CBO}**

- ☐ Up to \$75,000, completed the following items:
- ☐ Proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- ☐ Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- ☐ \$75,001 - \$220,000, followed the **Informal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ \$220,001 and above, followed the **Formal** Bid Process in the Purchasing Processes and Procedures document.
- ☐ Lease-Leaseback, utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all Board-approved procedures pursuant to Educ. Code §17406.
- ☐ Design-Build, utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all procedures pursuant to Educ. Code §§17250.10 et seq. or 17250.60.

☐ **Contract for Energy Services That Will Generate Cost Savings**

- ☐ Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.

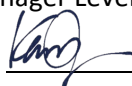
☐ **Contract for Emergencies {CBO Only}**

- ☐ Followed the applicable steps in the Purchasing Processes and Procedures document.

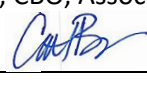
Both signatures below are required

Approval by Department Head

(Minimum: Manager Level)

Signature: Date: **July 14**, 20 **25**Print Name: **Karin Jinbo**Print Title: **Director Health and Wellness****Approval by Person with Delegated Authority**

(Superintendent, CBO, Assoc. / Asst. Superintendent)

Signature: Date: **July 15, 2025**, 20__Print Name: **Cathy Baur**Print Title: **Associate Superintendent****Wellness Together PSA**

Checklist not required for school sites