caresolace.com

24X7 LIVE CONCIERGE MENTAL HEALTH SUPPORT FOR SAN LEANDRO USD FAMILIES

MISSION

CARE SOLACE To ensure students, parents and staff have access to reliable, ethical and high-quality care, regardless of income level, and to ensure that each affected family member land in the right hands for their exact need and situation.

CARE SOLACE solves six main k-12 mental health concerns

1. Parents do not know where to turn in a time of crisis or when searching for help finding the best fit and options for their family.

2. There is a gap between the traditional K-12 staff resource packet referral to a parent in need and the parent and student actually taking advantage of the resources.

3. School district staff on the front lines of this mental health crisis are overwhelmed and are required to do the heavy lifting and follow through for families tasked to be excellent care coordinators.

4. There is a lack of transparency and communication between the local, community resources and the school district staff on what is happening with the student in the mental health care process.

5. Ethics, safety, vetting and monitoring of resources. We cannot rely on any county agency or insurance carrier to stay on top of resources so we have taken it upon ourselves to ensure every family in need lands in safe and ethical resources.

6. K-12 resource packets sometimes are not updated with relevant information for families.

No more random GOOGLE searches leading to uncertain results!

CARE SOLACE has had over 70,000 families access our system setting up appointments into mental health care and our team has facilitated over 2900 crisis interventions.

ALAMEDA COUNTY K-12 Student Mental Health Issues:

- Rise in suicides by 25% for male adolescents – Goto www.-caresolace.com to view Dr. Ruth Perez comments
- Suicide 3rd leading cause of death for students between ages of 10-24
- 1 in 5 students struggle with a mental health concern
- 75% of all K-12 community based referrals the traditional way from resource packets fall through the cracks.
- Program capacity issues causing long wait times for families to see a therapist
- School psych's and counselors are overwhelmed with the follow through to families.
- Families need help navigating their insurance and finding the right fit for their needs.
- Parents do not no what is accepted with their insurance or if they have no insurance they do not no where to turn
- Programs are unethical so how do we know which programs are best to serve families
- Who do parents turn to if they work all day and its after school hours? Who do they speak with if they have questions regarding mental health concerns for themselves or their children?
- Parents search on Google for resources at their own risk only to be brokered by marketing agencies as a lead.

Executed Services:

- IEP or 504 plan students get help through Care Solace to community based support
- SARB/Expulsion support for struggling students
- Tier I = prevention and education and matching mentoring students with struggling students
- Tier II – Therapy, Outpatient Pathways
- Tier III- crisis intervention, IOP, PHP, residential/inpatient, medical detox, hospitalization & stabilization
- Care Brother & Sisters – a personal concierge for families after school hours and during school hours as an extension to COE to handle all the required insurance navigation and care coordination for each student and family member in need.

No more random GOOGLE searches leading to uncertain results!

- Care Brothers & Sisters – for district staff providing all the heavy lifting and must needed follow through with parents/ guardians ensuring they take advantage of the resources referred and providing daily updates to staff.
- Customized centralized web link/portal for parents to anonymously and safely land in local, vetted resources by wait time, insurance, income, age, gender, DSM 5 issue and 7 different languages.
- Pre load all the required district insurances and current local resources utilized in centralized database for staff and parent access.
- School districts have mental health program wait time and availability issues or staff at capacity; Care Solace to provide additional capacity of 250 practitioners and programs that are vetted within a 15 mile radius of each county & district zip code
- Wait Time & Availability module – No Parent should wait!
- County Crisis Line integration
- 24X7 parent and district staff support in English and Spanish via weserve@caresolace.org and 888 #
- Mental Health Microsites for easy research for parents
- Video chat capability with programs or direct to Care Solace Care Brothers & Sisters
- Hosting of all technology and data and services 24X7 managed by Care Solace

ON BOARDING

- Collect required insurances serving parents and district staff and upload vetted resources by zip code and school site
- Customize COE link/portal for staff and parents (caresolace.-com/SLUSDfamilies)
- Re verify all local programs to ensure database accuracy
- Create digital postcards for each school site for handouts; in English and Spanish
- Email notification delivered to parents and staff by COE/district announcing Care Solace as a new mental health resource
- Accessibility and placement on district and school websites and wellness or health centers.

No more random GOOGLE searches leading to uncertain results!

TRAINING

- Training is up to 30 minutes only
- Onsite and virtual video training support
- Stakeholders include: all grade level counselors, school psychologist and mental health therapist, social workers, nurses, and APs & Principals

COST & TERMS

- $8,880 for initial term
- See attached contract for review

No more random GOOGLE searches leading to uncertain results!

GENERAL SERVICE AGREEMENT

This General Service Agreement (the "Agreement") dated this 1st of January 2020 between San Leandro Unified School District a California public school district (the "Client") and Addiction Treatment Technologies, LLC, a Delaware limited liability company (the "Provider"). The Client and the Provider may be referred to individually as "Party," or collectively as "Parties."

RECITALS

WHEREAS, the Client believes that the Provider has the necessary qualifications, experience and abilities to provide services to the Client.

WHEREAS, the Provider agrees to provide such services to the Client on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Services/Scope of Work**. Provider owns and operates a website located at the URL caresolace.com which provides information related to treatment options for various forms of mental health (the "Main Site"). Pursuant to the terms and conditions of this Agreement, Provider will provide a collection of tools and services (the "Services") to manage and operate a version of the Main Site that is branded with Client's name (the "Branded Site"). Provider will do everything to ensure site is live in January 2020. Provider will provide access to the Branded Site to Authorized Users, consisting of staff and students (and their parents) of Client (the "Client Community"), on a Software-as-a-Service ("SaaS") basis pursuant to the terms and conditions set forth in Exhibit A. In the event of any conflict between the provisions of this Agreement and Exhibit A, the terms of Exhibit A shall control.

1.1. The Provider will provide access to the Client to the following non-personally identifiable data collected from the Client Community: number of visitors, matches and phone appointments. Personally identifiable data collected by Provider pursuant to this Agreement will be handled by Provider in accordance with the privacy policy and terms of use posted on the Branded Site. Provider and Client each agree to comply with all data privacy laws and requirements to which they are each subject, which may include, without limitation, California Education Code section 49073.1, the Student Online Personal Information Protection Act (California Business & Professions Code § 22584), the Children's Online Privacy Protection Act, and The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99).

1.2. Provider shall staff its customer support center during the hours from 7:30am to 8:30pm Pacific Time, Monday through Friday (the "Business Hours") to provide telephone support. Through such representatives, Provider will use reasonable efforts to resolve computer and software malfunctions and user errors promptly, in response to technical support requests made by Authorized Users. In addition, email support will be provided during non-Business Hours and Provider will use commercially reasonable efforts to respond to email support inquiries in a timely manner.

1.3. The Provider will ensure that each treatment provider whose information is included in the Branded Site ("Treatment Providers") satisfies the Provider's vetting process, which shall include, at a minimum, the following elements:

1.3.1. Confirmation that the treatment provider has provided services for no less than five (5) years;

1.3.2. A review of the treatment providers' licensure status with the applicable State licensing authority;

1.3.3. Confirmation that the treatment providers' are accredited by JACHO, CARF or similar accreditation organization;

1.3.4. Review of listing surveys from accreditation organizations to determine pending lawsuits;

1.3.5. Review by Provider's ethics and standards advisory board.

2. <u>Implementation for Client</u>.

2.1. Client agrees to the following implementation plan for those in need through the following channels:

2.1.1. Provider will provide access to the Services through a dedicated URL for Client (example: caresolace.com/district/[Client name]) (the "URL"). Designated representatives of Client will be provided with access to a dashboard to track non-individually identifiable information related to the number of visitors to the URL, number of matches and number of phone appointments scheduled via the Services. In the event that Client desires to obtain individually identifiable information from Provider related to an Authorized User, Client shall obtain and deliver to Provider a duly executed written authorization from such Authorize User, or his or her legal guardian (if applicable), in a form acceptable to Provider. With respect to the use by Client, or by Client's agents or employees, of the Branded Site or the Services, Client agrees to comply, and to cause its employee and agents to comply with The Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99).

2.1.2. Provider will provide the URL to the Client Community to include: mental health, counselors, principals, HR directors, PTAs, students and parents.

2.1.3. Provider to set up onsite or virtual walk thru of the Services so personnel know about the features and functionality of the Services.

2.1.4. Provider to assist in implementing the URL on school websites and the Client site as a resource for parents and students, as desired. Provider grants Client a non-exclusive, non-transferable, limited, revocable and royalty-free license to provide a hypertext reference link ("Link") to the initial, top level display of the Branded Site, as identified by the URL solely for the purpose of linking any website owned or controlled by Client to the Branded Site.

2.1.5. Client may send out parent and student notification to every email and text with the URL and short template of the new and accessible resource for anybody in need every quarter.

2.1.6. Provider to provide backpack mailer templates and email/text templates for delivery each quarter or 4 times per year so people are reminded there is a tool that is confidential for anyone in need.

2.1.7. Provider will provide all the professional development, training, coaching and on-going support to key stakeholders to include: mental health team, psychs, counselors, assistant principals, principals, HR staff, district leadership and PTAs.

2.1.8. On boarding district staff requires (2-4) 30-40 minute sessions to get set up and showcase how the system works.

3. Term of Agreement.

3.1. The initial term of this Agreement (the "Term") will begin on January 1, 2020 through June 30, 2020. After the initial term is complete there will be a 1-year renewal (each a "Renewal Term"), however client can opt out of any renewal term by giving Provider a 30-day written notification prior to the renewal date. However, the maximum term is 5 years, pursuant to Education Code section 17596.

3.2. At any time, Client can cancel the Agreement after 30-days' written notice to the Provider.

4. Performance. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect and will use their best efforts to ensure the awareness and positioning of the Provider tool is accessible throughout the community.

5. **Currency.** Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

6. **Compensation**. For services rendered by the Provider under this Agreement, the Client will provide compensation to the Provider as follows:

- $8,880 based on (8,880 enrollment) for initial term for 24X7 mental health services for all grades to include all staff to access for themselves privately and anonymously.

- The amounts set forth above shall be earned by Provider when paid and shall not be subject to pro-ration in the event of the termination of this Agreement prior to the end of any Term or Renewal Term.

7. **Notices**. All notices, requests, demands or other communications between the Provider and the Client shall be in writing and shall be deemed given and served upon delivery, if delivered personally or by email, or three (3) days after mailing by U.S. mail as follows:

If to the Client: San Leandro Unified SD
835 East 14th Street Ste 200
San Leandro, CA 94577
Attention: Dr. Mike McLaughlin –
Superintendent of Schools
Email: mmclaughlin@slusd.us

If to the Provider: Addiction Treatment Technologies, LLC DBA: Care Solace
1596 North Coast Hwy 101
Encinitas, CA 92024
Attention: Chad A. Castruita
Email: chad@caresolace.org

Any Party may change the address or persons to which notices are to be sent to it by giving written notice that such change of address or persons to the other Party in the manner provided for giving notice in this paragraph.

8. **Dispute Resolution**.

8.1. In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.

8.2. If the dispute is not resolved within a reasonable period, then any or all outstanding issues may be submitted to a court of law representing the laws of the State of California. The court award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of California.

9. **Indemnification**.

9.1. Each Party (the "Indemnifying Party") shall at all times indemnify and hold harmless the other Party and said other Party's successors, assigns, shareholders, partners, directors, officers, agents, affiliates, subsidiaries, parent company, volunteers and employees (collectively, the "Indemnified Parties") from and against any and all liabilities, damages, penalties, settlements, judgments, orders, losses, costs, charges, attorney's fees, and all other legal and/or equitable proceedings resulting from or relating to (whether directly or indirectly) injury to, loss of, theft of or unauthorized access to personally identifiable information or documents containing such information, as most broadly defined under state or federal law; or any actual or alleged failure to comply with any provision of law. However, neither Party shall be obligated to indemnify an Indemnified Party for liability to the extent it is established by final adjudication that such Indemnified Party contributed to the liability via willful misconduct, or sole negligence for which that Indemnified Party is legally responsible. Each Party's obligations under this indemnity contract shall survive the completion or termination of the project.

9.2. During the term of this Agreement, Provider shall obtain and maintain commercial general liability insurance and Errors & Omissions (E&O) insurance, with policy limits having minimum coverage of $1,000,000 per occurrence, which can be met through an umbrella or standard policy or any combination thereof. The insurance shall be evidenced by a Certificate of Insurance naming Client as an "Additional Insured."

10. **Conflict of Interest Provision**. Provider shall comply with all state and federal healthcare referral and anti-kickback statutes. Provider represents and warrants that it does not have an ownership interest in any of the treatment providers whose information appears on the Branded Site.

11. **Privacy Policy/Terms of Use**. The Branded Site will include links to a privacy policy and terms of use which will comply with applicable law.

12. **Prevailing Party**. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, all reasonable attorneys' fees and costs associated with the action.

13. **Modification of Agreement**. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

14. **Assignment**. The Provider will not assign or otherwise transfer its obligations under this Agreement without the written consent of Client.

15. **Entire Agreement**. This Agreement contains the entire agreement with respect to the subject matter hereof and supersedes all prior negotiations, understandings, or agreements, written or oral. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

16. **Titles/Headings**. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

17. **Governing Law**. It is the intention of the Parties that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of California, without regard to the jurisdiction in which any action or special proceeding may be instituted.

18. **Severability**. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

19. **Counterparts**. This Agreement may be executed in counterparts which, taken together, shall constitute one original document.

20. **Waiver**. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

21. **Authority to Execute Agreement**. Each individual signing this Agreement warrants and represents that he or she has been authorized to enter into this Agreement on behalf of the Party.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first set forth above.

Addiction Treatment Technologies, LLC ("Provider") DBA: Care Solace

Chad A. Castruita, CEO

Printed Full Name: Chad Alan Castruita

Signature: CAC

San Leandro USD ("Client")

Printed Full Name: _____

Title: _____

Signature: _____

Board Approval Date:

_____

EXHIBIT A

SaaS
TERMS AND CONDITIONS

This Exhibit is attached to and made a part of the General Service Agreement between the parties. The terms and conditions set forth below apply to the use of the Services, along with any amendments to the Terms and any operating rules or procedures that may be published from time to time by Provider. Capitalized terms used in this Exhibit which are not defined here shall have the meaning ascribed to them in the Agreement.

1. Definitions.

1.1 "Client Data." Client's information or other data processed, stored or transmitted by, in or through the Services.

1.2 "Proprietary Rights." Any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, confidential and proprietary information protected under contract or otherwise under law, trade names, domain names, trade dress, logos, animated characters, trademarks, service marks, and other similar rights or interests in intellectual or industrial property.

1.3 "Provider Technology." The computer hardware, software and other tangible equipment and intangible computer code necessary to deploy and serve the Services.

1.4 "Third-Party Vendor." Provider's vendors who provide products, services and other resources to enable the Services.

2. Services and Terms. The Services are provided to Client subject to these Terms and Conditions. This is an Agreement for Services, and Client is not granted a license to any software by this Agreement.

3. Use Restrictions. Client covenants and agrees that its use of the Services will be in a manner consistent with this Agreement and with all applicable laws and regulations, including trade secret, copyright, trademark, and export control laws. Without limiting the generality of the foregoing, Client will not, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of or included in the Services or any software, documentation or data related to the Services ("Software"); modify, translate or create derivative works based on the Services or any Software; or copy (except for archival purposes), distribute, pledge, assign or otherwise transfer or encumber rights to the Services or any Software; use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

4. Security. Client and the Authorized Users shall be solely responsible for acquiring and maintaining technology and procedures for maintaining the security of their links to the Internet. As part of the Services, Provider shall implement reasonable security procedures consistent with prevailing industry standards to protect Client Data from unauthorized access; provided, however, unless resulting from the failure of Provider to perform the forgoing obligations, the parties agree that Provider shall not, under any circumstances, be held responsible or liable for situations (i) where data or transmissions are accessed by third parties through illegal or illicit means, or (ii) where the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to Provider at the time. Provider will promptly report to Client any unauthorized access to Client Data promptly upon discovery by Provider, and Provider will use diligent efforts to promptly remedy any breach of security that permitted such unauthorized access. In the event notification to persons included in such Client Data is required, Client shall be solely responsible for any and all such notifications at its expense.

5. Monitoring of Client's Use. Provider reserves the right to internally monitor Client's usage of the Branded Site and Services.

6. No Commingling of Client Data. The Services shall be operated in an environment where (i) all Client Data shall be stored on files totally separate from those of other customers of Provider, or (ii) all files containing Client Data are partitioned sufficient to protect the security and privacy of Client Data.

7. Content.

7.1 Content Entry. "Content" means any information that Client may generate, provide, store, post, transmit or upload in connection with the Service, such as data files, written text, software, music, graphics, stylized logos, photographs, images, sounds, videos, messages and similar materials. As between Provider and Client, Client retains title to Content. Client agree that Client shall not include Content that is or gives rise to, and Provider may (but is not required to) refuse or remove Content that it determines in its sole discretion to be, (a) unlawful, offensive, threatening, harmful, libelous, defamatory, pornographic, gambling-related, obscene, racist, infringing or otherwise objectionable; (b) not wholly-owned by or validly licensed to Client; (c) a violation of a third party's intellectual property rights; (d) a breach of this Agreement; and/or (e) a violation of the terms and conditions, as modified from time to time, of Provider or its vendors who provide products, services, and other resources to enable the Services.

7.2 Submission. Once Client submits required Content to Provider, Client (a) authorizes and appoints Provider to integrate the Content with its

proprietary solution to create the Branded Site; (b) will provide Provider with all information including modified Content that it requests in connection with such integration; (c) grant Provider the right to distribute or otherwise make the Branded Site available in accordance with the terms of the Agreement.

8. Technical Contacts. Client shall designate one of its employees as its principal contact for communicating with Provider regarding technical issues hereunder. Client may change its technical contact from time to time by written notice to Provider.

9. Proprietary Rights Ownership. Ownership of the Proprietary Rights embodied in the Branded Site, Services, and Provider Technology shall remain exclusively vested in and be the sole and exclusive property of Provider and its licensors. In addition Client hereby transfers and assigns to Provider any rights Client may have to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client personnel relating to the Service.

10. Mutual Exchange of Confidential Information. The parties anticipate that each may disclose confidential information to the other. Accordingly, the parties desire to establish in this Section terms governing the use and protection of certain information one party ("Owner") may disclose to the other party ("Recipient"). For purposes hereof, "Confidential Information" means (i) the terms and conditions hereof, (i) non-public aspects of Provider's Site and the operation thereof, Provider Technology, and the Services and additional services provided by Provider, and Provider's business and technical information, and data, and (iii) Client Data. In addition, Confidential Information includes information which, although not related to the Services or this Agreement, is nevertheless disclosed hereunder, and which, in any case, is disclosed by an Owner or an affiliate to Recipient in document or other tangible form bearing an appropriate legend indicating its confidential or proprietary nature, or which, if initially disclosed orally or visually is identified as confidential at the time of disclosure and a written summary hereof, also marked with such a legend, is provided to Recipient within fifteen (15) days of the initial disclosure. Recipient may use Confidential Information of Owner only for the purposes of this Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder only as reasonably required to perform its obligations under this Agreement and only to its employees who have a need to know for such purposes and who are bound by signed, written agreements to protect the received Confidential Information from unauthorized use and disclosure. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that: (i) is in the possession or control of Recipient at the time of its disclosure hereunder; (ii) is, or becomes publicly known, through no wrongful act of Recipient; (iii) is received by Recipient from a third party free to disclose it without obligation to Owner, (iv) is independently developed by a party as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by Owner. The Recipient may disclose Confidential Information of Owner pursuant to the requirements of a governmental agency or by operation of law, provided that such Recipient gives Owner written notice thereof as soon as practicable and reasonably cooperates with Owner to contest such disclosure.

11. General Skills and Knowledge. Notwithstanding anything to the contrary in this Agreement, Client agrees that Provider is not prohibited from utilizing any skills or knowledge of a general nature acquired during the course of providing the Services, including information publicly known or available or that could reasonably be acquired in similar work performed for another customer of Provider.

12. Client Representations and Warranties.

12.1 Client represents and warrants that: (a) the Content does not and will not infringe, misappropriate, or otherwise violate any intellectual property right or right of privacy or publicity of any third party; and (b) the performance of its obligations and use of the Services (by Client and its Authorized Users) will not (i) violate any applicable laws, or regulations, or (ii) cause a breach of any agreements with any third parties.

12.2 In the event of any breach by Client of any of the foregoing representations or warranties, in addition to any other remedies available at law or in equity, Provider will have the right to suspend immediately any Services if deemed reasonably necessary by Provider to prevent any harm to Provider and its business. Provider will provide notice to Client and an opportunity to cure, if practicable, depending on the nature of the breach.

13. Provider Representations and Warranties. Provider represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of its obligations and delivery of the Services to Client will not violate any applicable laws or regulations of the

United States. In the event of a breach by Provider of the foregoing warranties, Client's sole remedy is termination of this Agreement upon written notice to Provider.

14. Indemnity. Each Party (the "Indemnifying Party") shall at all times indemnify and hold harmless the other Party and said other Party's successors, assigns, shareholders, partners, directors, officers, agents, affiliates, subsidiaries, parent company, volunteers and employees (collectively, the "Indemnified Parties") from and against any and all liabilities, damages, penalties, settlements, judgments, orders, losses, costs, charges, attorney's fees, and all other legal and/or equitable proceedings resulting from or relating to (whether directly or indirectly) injury to, loss of, theft of or unauthorized access to personally identifiable information or documents containing such information, as most broadly defined under state or federal law; or any actual or alleged failure to comply with any provision of law. However, neither Party shall be obligated to indemnify an Indemnified Party for liability to the extent it is established by final adjudication that such Indemnified Party contributed to the liability via willful misconduct, or sole negligence for which that Indemnified Party is legally responsible. Each Party's obligations under this indemnity contract shall survive the completion or termination of the project.

15. Warranty. Except as expressly set forth herein, the Services are provided on an "as is" and "as available" basis, and without warranties of any kind either express or implied. PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED, NONINFRINGEMENT AND IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT DEFECTS WILL BE CORRECTED. PROVIDER DOES NOT OFFER A WARRANTY OR MAKE ANY REPRESENTATION REGARDING THE RESULTS OR THE USE OF THE SERVICES IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, RISK OF INJURY TO CUSTOMER'S OR ANY USER'S COMPUTER, NETWORK, MARKET, OR CUSTOMER BASE OR COMMERCIAL ADVANTAGE. Applicable law may not allow the exclusion of certain warranties, so to that extent such exclusions may not apply.

16. Disclaimer of Incidental and Consequential Damages. EXCEPT FOR INDEMNITY OBLIGATIONS ESPRESSLY PROVIDED HEREIN AND ANY VIOLATION OF CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER ANY THEORY INCLUDING CONTRACT AND TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCTS LIABILITY) FOR ANY INDIRECT, SPECIAL OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF THE PARTY CAUSING SUCH DAMAGES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY.

17. Liability Cap. Liability will not exceed the total general liability insurance amount in the provider's certificate of insurance pursuant to the Agreement.

18. Publicity and Branding. Client agrees that Provider may (a) publicize Client's name, the fact of the Branded Site and Client's use of the Services; and (b) brand the Branded Site with a "powered by Caresolace.com" or similar legend and/or copyright notice.

19. Options for Infringement Claims. If any party is enjoined from using the Provider Technology, or if Provider believes that the Provider Technology may become the subject of a claim of intellectual property infringement, Provider, at its option and expense, may: (i) procure the right for Client to continue to use the Services; (ii) replace or modify the Provider Technology so as to make it non-infringing; or (iii) terminate this Agreement, in which case Provider shall refund to Client any and all subscription fees paid in advance by Client for those Services not provided by Provider and provide, at Client's request and free of charge, the Client Data in a database document format. This Section and the preceding Section sets forth the entire liability of Provider to Client for any infringement by the Provider Technology or Services of any intellectual property right of any third party.

20. Termination for End of Life. Notwithstanding anything contained in this Agreement to the contrary, in the event that Provider determines, in its sole and absolute discretion, to cease to offer the Services to new clients and to discontinue support of the Services for existing customers, Provider may terminate this Agreement at any time by providing thirty (30) days prior written notice to Client.

21. Termination For Cause. If either party fails to comply with any of the material terms and conditions of this Agreement, including without limitation the payment of any subscription license fee or reimbursement due and payable to Provider under this Agreement, the non-defaulting party may terminate this Agreement upon fifteen (15) days' written notice to the

defaulting party specifying any such breach, unless within the period of such notice, all breaches specified therein shall have been remedied.

22. Transition Services. If Client is current in all payments due to Provider at the time of expiration or termination hereof, Provider shall provide to Client its Client Data in a standard database document format readily available to Provider at no additional charge. If Client requests the Client Data in a non-standard format, Client shall pay to Provider a reasonable fee for technical services as determined by Provider.

23. Continuing Obligations. The following obligations shall survive the expiration or termination hereof and the distribution grace period provided above: (i) any and all warranty disclaimers, limitations of liability and indemnities granted by either party herein, (iv) any covenant granted herein for the purpose of determining ownership of, or protecting, the Proprietary Rights, including without limitation, the Confidential Information of either party, or any remedy for breach thereof, and (v) the payment of taxes, duties, or any money to Provider hereunder.

24. Force Majeure. Neither party shall be liable for damages for any delay or failure of delivery arising out of causes beyond their reasonable control and without their fault or negligence, including, but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures. Notwithstanding anything to the contrary contained herein, if either party is unable to perform hereunder for a period of thirty (30) consecutive days, then the other party may terminate this Agreement immediately without liability by ten (10) days written notice to the other.

25. Miscellaneous. This Agreement shall be construed under the laws of the State of California, without regard to its principles of conflicts of law. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the parties. The failure of either party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such party thereafter to enforce any provision hereof. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

SAN LEANDRO UNIFIED SCHOOL DISTRICT

CONTRACTED SERVICES AGREEMENT

INSTRUCTIONS:

1. Submit Contracted Services Agreement for Board Approval at least 1 month prior to services.
2. Forms must be completed with all required signatures and have Board approval before the consultant/independent contractor can perform services for the District. (Requests submitted after services are performed will jeopardize payment.)
3. Clearances must be obtained with Human Resources Dept. (if applicable) prior to the start of services. Originating Dept. will follow up with HR once the contract is received.

Requested by: Joanne Clark / _____ / 9/30/19
(SLUSD) Print Name / Signature / Date

Name of Consultant/Organization: Care Solace

1596 North Coast Hwy 101 | Encinitas. | CA. | 92024
Address | City | State | Zip

_____ | _____ | 8184375609. chad@caresolace.org
Telephone Number | Fax Number | Cell # or E-Mail Address

SCOPE OF WORK: 24X7 mental health concierge and coordination services

LOCATION OF SERVICES: CA

DATE(S) OF SERVICE: Jan 2020 - June 30 2020

ESTIMATED COST: $8,880 (and/or hourly Rate: $_____)

NAME OF PROGRAM: Care Solace

BUDGET NUMBER: LEA Funds (or ASB funds____)

Administrator/Program Manager Approval:

Joanne Clark / _____ /Date: 10/1/19
Print Name / Signature

Consultant/Contractor:

Chad Alan Castruita / CAC /Date: 10/2/19
Print Name / Signature

Business Manager: Initial: _____ Date: _____ Human Resources: Initial: _____ Date: _____

The Contracted Services Agreement must include the following before going to Purchasing Dept. for processing. Check off and attach all documentation that applies.

___ BOARD APPROVAL DATE: _____
___ Clearances with Human Resources: _____Fingerprinting ___TB
___ Add as Vendor ___W-9 Tax Form ___EDD form (Employment Development Dept.)
___ Copy of Requisition ___Invoice Attached

Note: District staff cannot be employed as a consultant/independent contractor.

Distribution:
___Originating Department ___Human Resources ___Purchasing Department