HearYou.org Counseling Services Agreement

This HearYou.org Counseling Services Agreement (the "Agreement") is entered into by and between San Leandro Unified School District, located at 835 E. 14th Street, Suite 200, San Leandro, CA 94577, (the "District") and Wellness Together, Inc., dba HearYou.org, ("Company") a California nonprofit corporation, located at 5701 Lonetree Boulevard, Suite 210 Rocklin, CA 95765. The term of this Agreement shall be between the dates of July 1, 2020 to June 30, 2021 ("Current School Year").

1. Scope of Engagement. District wishes to provide professional counseling services to its employees and their families as a benefit ancillary to their employment, and wishes to engage Company to provide those services on the terms set forth herein.

2. Services to be Provided by Company. Company shall provide confidential professional counseling support services to District's employees and eligible family members (the "Participants"), in a safe, encouraging, and supporting manner. Company shall offer Participants these counseling services in 50-minute sessions, provided online through Company's secure website HearYou.org. Once state and local laws permit in-person sessions, Company may also offer counseling sessions in person at Company's office locations.

The counseling services provided by the Company shall be conducted by individuals as assigned to each Participant by Company, and may include Licensed Marriage and Family Therapists, Licensed Professional Clinical Counselors, Licensed Clinical Social Workers, Associate Marriage and Family Therapists, Associate Professional Clinical Counselors, Associate Clinical Social Workers. Company shall make its best efforts to schedule each Participant's sessions in a reasonable and timely manner, but cannot guarantee any specific timing, scheduling, or a particular counselor.

Participants may request Company's counseling services by referral from the District, or may they contact Company directly to request counseling services. Company shall designate a Care Coordinator to serve as its liaison with the District. Prior to providing services to a Participant, Company shall confirm the Participant's eligibility with the District. Once District has confirmed a Participant's eligibility, they may receive up to ten (10) 50-minute counseling sessions through the term of this Agreement, in an amount to be determined by the Participant and the Company-assigned counselor. Once the District has confirmed a Participant's eligibility, it shall be the District's responsibility to notify Company if the Participant later becomes ineligible (for example, if their employment with District is terminated).

The Participant may choose to continue services with the Company at their own expense after the maximum of 10 sessions paid for District during the Current School Year have concluded.

3. Confidentiality. At all times during this Agreement, Company and its employees/agents shall comply with all applicable confidentiality laws and regulations relating to professional counseling services. District understands and agrees that the relationship

between the Participants and the Company and its assigned counselors must be held in confidence, and District shall not be entitled to any information about the services provided, other than information necessary to confirm a Participant's eligibility for services and for billing purposes. Any notes or records (other than billing records) created during Company's performance of counseling services shall be the sole property of Company, subject to any applicable privacy or confidentiality laws.

4. Compensation for Services. District shall pay Company a flat fee of $0.00 per counseling session provided to an eligible Participant, up to ten sessions per Participant. District is granted a maximum of fifty (50) total sessions to utilize for any number of Participants during the term of this Agreement. The amount due for a session shall not be reduced if, for any reason, Participant does not complete the full 50 minute session.

Company shall invoice District for the services provided on a monthly basis, typically by the 5th of the month following the month when services were provided. In order to maintain confidentiality, the invoice shall provide only the name of the Participant and number of sessions provided. The District shall pay Company within thirty (30) calendar days of the invoice date. Unpaid invoice may accrue interest up to 10% per annum after the due date.

5. Term. The term of this Agreement shall be from JANUARY 18, 2021 to JUNE 30, 2021.

6. Independent Contractor Arrangement. At all times, Company shall be considered an independent contractor of District. No employment, partnership, joint venture, or similar relationship shall be created by this Agreement.

7. Insurance. Company represents and warrants that it carries liability insurance in a coverage amount of no less than $1,000,000, and workers' compensation insurance in coverage amounts required by law.

8. Dispute Resolution. In the event that there is a dispute or controversy between Company and District with respect to this Agreement, the parties agree to engage in mediation (the cost of which shall be split equally) prior to either party commencing litigation. In the event of litigation, the prevailing party shall be entitled to recover their attorneys' fees and costs.

9. Miscellaneous.

A) This Agreement shall be governed and interpreted in accordance with the laws of the State of California.
B) Should any portion of this Agreement be found to be invalid or unlawful, the remainder of the Agreement shall continue to be enforceable.
C) No portion of this Agreement may be assigned without the written consent of both parties.
D) This Agreement sets forth the parties' entire understanding of the subject matter herein, and any prior or contemporaneous promises or understandings are superseded

by the terms of this Agreement. This Agreement may only be amended or altered by another written agreement executed by both parties.

E) Each individual signing this Agreement represents and warrants that they have the authority to bind the entity on behalf of which they are signing.
F) This Agreement may be executed in counterparts, and electronic signatures shall have the full force and effect of originals.

IN WITNESS WHEREOF, the parties have agreed to and executed this Agreement on the dates designated below.

For District:

_____ _____
Superintendent or Designee Date

_____
Printed Name

For Company:

_____ _____
Marlon Morgan, Executive Director Date
(or Designee)
Wellness Together, Inc., dba HearYou.org
Taxpayer ID: 81-1653329