

## **HearYou.org Counseling Services Agreement**

This HearYou.org Counseling Services Agreement (the “Agreement”) is entered into as of January 10, 2024 by and between Santa Rosa City Schools (the “District”) and HearYou.org, a division of Wellness Together, Inc., (“Company”) a California nonprofit corporation, located at 1382 Blue Oaks Blvd., Suite 213, Roseville, CA 95678.

### **I. RECITALS**

District wishes to provide professional counseling services to its employees and their families and wishes to engage Company to provide those services on the terms set forth herein.

### **II. AGREEMENT**

#### **1. EXHIBITS**

This Agreement has multiple Exhibits. Any Exhibit that is specified in this Agreement is by this reference made a part of it. Exhibits include:

- Exhibit A: Scope of Services
- Exhibit B: Compensation
- Exhibit C: General Terms and Conditions
- Exhibit D: Insurance

#### **2. EFFECTIVE DATE AND TERM**

- a. This Agreement is effective on January 10, 2024 (“Effective Date”).
- b. Unless terminated or otherwise cancelled in accordance with a provision of this Agreement, the term of this Agreement shall be: (i) from the Effective Date to (ii) June 30, 2024.

#### **3. INDEPENDENT CONTRACTOR**

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. The manner and means of conducting the Services will be under the sole control of Company. However, all work performed under this Agreement will be done in accordance with the provisions of this Agreement and will be subject to the continuing right of inspection by the District’s representatives. Company understands and agrees that Company and all of Company’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. Company 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 Company's employees.

**4. SCOPE OF SERVICES**

Company shall furnish to District the services described in Exhibit A ("Services").

**5. COMPENSATION**

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

**6. TERMS AND CONDITIONS**

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

**7. INSURANCE**

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

**8. NOTICE**

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:  
Santa Rosa City Schools  
211 Ridgway Avenue  
Santa Rosa, CA 95401  
Attn: Eric Lofchie

To Company:  
Wellness Together, Inc.  
1382 Blue Oaks Blvd., Suite. 213  
Roseville, CA 95678  
Attn: Robert Garcia

**9. LIMITATION OF LIABILITY**

Other than as expressly provided in this Agreement, Company's obligations shall be limited to the Scope of Services (Exhibit A). Notwithstanding any other provision of this Agreement, in no event, shall Company 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.

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

**Santa Rosa City Schools**

**Wellness Together, Inc., dba HearYou.org**  
Taxpayer ID: 81-1653329

By: SIGNATURE AREA

Print Name: Full name

Its: Title

By: SIGNATURE AREA

Print Name: Full name

Its: Title

**EXHIBIT A  
to AGREEMENT FOR SERVICES**

**SCOPE OF SERVICES**

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.

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, and 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 they may 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 12 50-minute counseling sessions through the term of this Agreement, in an amount to be determined by the Participant and the Company-assigned counselor. Rates for such services are set forth in Exhibit B to this Agreement, which is incorporated and made a part hereto. 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. In the event that a Participant becomes ineligible during the use of sessions while having one or more sessions available, District will cover one (1) Participant session after Company received notice of ineligibility. Upon a request from either party, Company and District may mutually agree in writing to an extension of counseling services paid for by District.

The Participant may request, and Company in its sole discretion may agree to continue services with the Company at the Participant's own expense after the maximum of 12 sessions (plus any additional extensions mutually agreed to by the parties) paid for by District during the Current School Year have concluded.

**EXHIBIT B  
to AGREEMENT FOR SERVICES**

**COMPENSATION**

**1. Compensation**

District shall pay Company a flat fee of \$105.00 per online counseling session provided to an eligible Participant. Services are not to exceed a total of \$10,000 or 92 sessions during the term of this Agreement. The amount due shall not be reduced if, for any reason, Participant does not complete the full 50-minute session.

**2. Payment**

a. Schedule

Company shall invoice District for the services provided on a monthly basis, typically by the 5<sup>th</sup> of the month following the month when services were provided. In order to maintain confidentiality, the invoice shall provide only a client number associated with each Participant and number of sessions provided.

b. Process

The District shall pay Company within thirty (30) calendar days of the invoice date. Unpaid invoices may accrue interest up to 10% per annum after the due date.

c. Additional Work and Compensation

Except for the provision allowing the District to request Company 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 Company to any additional compensation. If, during the term of this Agreement, District desires to retain Company 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.** Company'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 California school districts.

2. **COMMUNICATIONS TO DISTRICT.** From the time this agreement commences until its termination, Company shall communicate and channel to District all knowledge, business, and service contacts, and any other matters of information that could concern or be in any way beneficial to the business of District, whether acquired by Company before or during the term of this agreement; provided, however, that nothing shall be construed as requiring such communications where the information is lawfully protected from disclosure as a matter of law. Any such information communicated to District as mentioned shall be, and remain, the property of District notwithstanding the subsequent termination of this agreement. Company will work and coordinate with one designated District point of contact for purposes of referral processes and data collection and sharing. Company will provide District with documentation and processes that ensure permissions and attention to privacy as may be required by the Health Insurance Portability and Accountability Act (HIPAA).
3. **CONTROL OF WORK AND WORKERS BY COMPANY.** Company shall have sole control of the manner and means of performing this Agreement and shall complete it according to Company's own means and methods of work. Company shall direct the performance of Company's agents and employees.
4. **FURNISHING OF MATERIALS AND EQUIPMENT.** All materials and equipment needed by Company to carry out the work to be performed by Company under this Agreement shall be furnished by Company at Company's expense.
5. **PLACE OF PERFORMANCE OF SERVICES.** The services to be performed under this Agreement shall be performed online or in person when agreed upon by both parties.
6. **HIRING OF EMPLOYEES.** Company 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 Company shall be employees of Company and are to be paid by Company alone at such compensation as Company deems proper, subject to applicable law. Company alone shall have the right to discharge workers in Company's employment.
7. **SUPERVISION BY COMPANY.** Company 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 Company uses a job supervisor, representative or employee, as the case may be, Company 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 Company with full power to act on matters pertaining to this Agreement.
8. **RIGHT OF DISTRICT TO SUPERVISE AND INSPECT.** Company, as an independent Company, 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 Company to judge whether such work is being performed by Company in accordance with this Agreement. However, the actual performance and superintendence of all work shall be by Company. Such representative or representatives shall be empowered to act for the District in all matters relating to Company's performance of work under this Agreement. Any and all of District's foregoing right to observe and supervise Company's work is subject to and conditioned on any applicable privacy laws, and the reasonably accepted privacy and confidentiality concerns of patients for whom Company 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 Company. To the extent possible, District will reasonably assist and inform Company 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. For the purposes of this Agreement: "Intellectual Property Rights" means any and all rights in and to (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (c) copyrights and works of authorship (whether copyrightable or not), including computer programs, and rights in data and databases, (d) trade secrets, know-how, and other confidential or proprietary information, and (e) all other intellectual property, in each case whether registered or unregistered, and including all registrations and applications for such rights and renewals or extensions thereof, and all similar or equivalent rights or forms of protection.
11. **TERMINATION.**

- a. **With Cause by District.** District may terminate this Agreement upon giving written notice of intent to terminate for cause. Cause shall include:
1. material violation of this Agreement by Company; or
  2. any act by Company exposing District to liability to others for personal injury or property damage; or
  3. Company is adjudged bankrupt, Company makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Company's insolvency.

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 Company.** Company may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
1. material violation of this Agreement by District; or
  2. any act by District exposing Company to liability to others for personal injury or property damage; or
  3. District is adjudged bankrupt, District makes a general assignment for the benefit of creditors or a receiver is appointed on account of Company's insolvency.

Written notice by Company 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 Company.

- c. Upon termination, except as deemed privileged and/or confidential by law, Company shall provide District with all documents produced maintained or collected by Company pursuant to this Agreement, whether or not such documents are final or draft documents.

- 12. MUTUAL INDEMNIFICATION / DEFENSE / HOLD HARMLESS.** District and Consultant shall indemnify, defend with counsel reasonably appointed by the party to be defended, and hold harmless the other party, their respective officers, directors, employees, and agents from and against any and all claims, costs, loss or damages, including without limitation, for bodily injuries, death, worker's compensation subrogation claims, or damage to or loss of use of property caused by or arising from the negligent acts, omissions, or willful misconduct by Consultant or District, its officers, directors, employees, or agents in connection with or arising out of the performance of this Agreement.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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.

- 17. CONTRACT GOVERNED BY LAW OF STATE OF CALIFORNIA.** The parties agree that it is their intention and covenant that this Agreement and performance under this Agreement and all suits and special 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.
- 18. COMPLIANCE WITH LAWS AND REGULATIONS.** In the performance of work provided for in this Agreement, Company agrees that it shall be conducted in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, both state and federal. Company 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. Company further agrees to meet all requirements that may be specified under regulations of administrative officials or bodies charged with the enforcement of any state or federal laws on this subject. Company further agrees to furnish District, on request, a certificate or other evidence of compliance with state or federal laws covering contributions, taxes, and assessments on payrolls. Company 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.
- 19. DURATION.** 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.
- 20. ASSIGNMENT.** This Agreement is personal to the parties and may not be assigned by Company, in whole or in part, without the prior written consent of the District.
- 21. REPRESENTATIVE'S AUTHORITY.** Company 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.
- 22. 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.
- 23. WRITTEN NOTICE**
- a. All communications regarding this Agreement should be sent to Company 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.
- 24. 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.
- 25. PERMITS / LICENSES.** Company and all Company'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.
- 26. SAFETY AND SECURITY.** Company is responsible for maintaining safety in the performance of this Agreement. Company shall be responsible to ascertain from District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 27. 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 Company agrees to comply with applicable Federal and California 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, Company agrees to require like compliance by all its subcontractor(s).
- 28. 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.
- 29. 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.

30. **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)
31. **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.
32. **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 statutes and regulations 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.
33. **ASSIGNMENT AND SUCCESSORS.** Neither District nor Company 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.
34. **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.
35. **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 be prevail.
36. **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.
37. **VENUE/GOVERNING LAWS.** This Agreement shall be governed by the laws of the State of California and venue shall be in the County and/or federal judicial district in which Company's principal administrative office is located.
38. **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.
39. **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.
40. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between District and Company 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 Company.
41. **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.
42. **AUTHORITY.** The individual executing this Agreement on behalf of Company warrants that he/she is authorized to execute the Agreement on behalf of Company and that Company will be bound by the terms and conditions contained herein.
43. **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.

44. **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. Company 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.
  - 1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Company, 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)
  - 1.2. **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, Company 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. Company shall sign and file with District the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
  - 1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to Company's profession.

| Type of Coverage  | Minimum Coverage        |
|---|-------------------------|
| <b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments |                         |
| Each Occurrence   | <b>\$1,000,000</b>      |
| General Aggregate   | <b>\$1,000,000</b>      |
| <b>Automobile Liability Insurance - Any Auto</b>  |                         |
| Each Occurrence   | <b>\$1,000,000</b>      |
| General Aggregate   | <b>\$1,000,000</b>      |
| <b>Professional Liability</b>   | <b>\$1,000,000</b>      |
| <b>Workers Compensation</b>   | <b>Statutory Limits</b> |
| <b>Employer's Liability</b>   | <b>\$1,000,000</b>      |