

SAN JOAQUIN DELTA COMMUNITY COLLEGE DISTRICT SERVICES AGREEMENT

This Agreement (“**Agreement**”) for services is made and effective on **November 1, 2024** the (“**Effective Date**”), between the San Joaquin Delta Community College District, a California Community College District (“**District**” or “**SJDC**”), and Mindset Labs, Inc., (“**Supplier**”) (individually, a “**Party**,” and collectively, the “**Parties**”).

1. Scope of Services. Supplier will provide to District the services described in the *Scope of Services*, attached as **Exhibit A** and incorporated in this Agreement (the “**Services**”). Only the District’s Board of Trustees or Superintendent/President or their duly authorized representative may authorize any change or addition to the Scope of Services specified in **Exhibit A**.

2. Term. This Agreement will begin on the Effective Date and will terminate upon the full and satisfactory completion of the Services or as otherwise specified in **Exhibit A**, unless terminated sooner in accordance with Section 10 of this Agreement. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance. The total term of this Agreement, including any extensions thereto, may not exceed five years, pursuant to District Administrative Procedure 6340.

3. Compensation. For the full and satisfactory completion of the Services, District will pay Supplier in an amount not to exceed \$895,000.00, without prior written authorization by District, pursuant to the terms set forth in **Exhibit A, Payment**, which is attached to and incorporated in this Agreement. Supplier’s compensation is intended to encompass all costs required for performing the Services, including overhead and indirect costs. Except as expressly provided in **Exhibit A**, Supplier will not be entitled to reimbursement for expenses it incurs to provide the Services.

3.1 Payment. District will pay Supplier for Services satisfactorily provided during each twelve-month period within 30 days following District receipt and approval of a detailed invoice. The invoice must include, at a minimum:

- (a) the Agreement number,
- (b) the District Purchase Order number,
- (c) a description of the specific Services provided,
- (d) the name of the individual(s) providing the Services,
- (e) the date(s) upon which the Services were provided,
- (f) the time spent providing the Services,
- (g) the amount due for the Services, and
- (h) the basis for calculating the amount due.

3.2 Additional Services. If the District requests related services beyond the Scope of Services described in **Exhibit A**, the Supplier will provide District a written estimate for the additional services (“**Additional Services**”). Supplier will not provide

Additional Services until the Agreement has been amended pursuant to Section 15.7, below, and Supplier has received written authorization from the District to perform the Additional Services. Except to the extent otherwise specified in the amendment, all Additional Services will be subject to the same terms and conditions that apply to all other Services under this Agreement. Supplier will not be entitled to payment for Additional Services performed without District's prior written authorization or for costs to correct Supplier's errors or omissions in performing Services or Additional Services.

4. Independent Contractor. The Parties agree that Supplier will act as an independent contractor under this Agreement and Supplier will have exclusive control of its work and the manner in which the Services are performed, and will not be subject to control or direction by District other than acceptance of Work Product, as defined below, or enforcement of the terms of this Agreement. Supplier is not an employee of District and neither Supplier nor its employees or subcontractors are entitled to participate in any health, retirement, or similar employee benefits from the District. The Parties further agree that the Services provided by Supplier are outside the usual course of the District's business, and Supplier represents that it is customarily engaged in an independently established trade, occupation or business of the same nature as the Services. Independent Contract Form must be completed, found at: <https://www.deltacollege.edu/campus-offices/administrative-services/purchasing/contracts-office>.

5. Supplier's Warranties and Certifications.

5.1 Supplier warrants that all Services provided under this Agreement will be performed in accordance with generally accepted professional practices and standards for Supplier's profession in Northern California.

5.2 Supplier warrants that all Services provided under this Agreement will be performed in accordance with applicable federal, state, and local laws and regulations.

5.3 Supplier warrants that Supplier has no present interest, which would conflict in any manner with the performance of Services on the District's behalf or operate in violation of any conflict of interest laws, rules, or regulations.

5.4 Supplier certifies that no employee or agent who has a conviction record for a serious or violent felony will be assigned to perform Services under this Agreement that permit or require him or her to come in contact with students unless District has first received prior notice from Supplier and has granted written permission subject to specified conditions.

6. Notice. Any billing, or payment required by this Agreement must be made in writing, and sent to the other Party by personal delivery, U.S. Mail, a reliable overnight delivery service, or by email as a PDF (or comparable) file to the accounts payable department. Notice is effective upon delivery unless otherwise specified. Notice for each Party will be given as follows:

<u>District:</u>	<u>Supplier:</u>
San Joaquin Delta Community College District	Name: Mindset Labs, Inc.
5151 Pacific Avenue	Address: 2021 Fillmore St., Suite #1048, San Francisco CA US, 94115
Stockton, CA 95207	
Attn: Accounts Payable Email: accountspayable@deltacollege.edu	Attn: Accounts Receivable Email: Finance@tbh.us Phone Number: (603) 277-1164

7. Indemnity. Subsection 7.1 is not applicable to this Agreement if Supplier’s Services are “design professional” services as that term is used and defined in Civil Code section 2782.8. Subsection 7.2 is applicable to this Agreement if Supplier’s Services are “design professional” services as that term used and defined in Civil Code section 2782.8.

7.1 General. To the full extent permitted by law, Supplier will indemnify, defend with counsel acceptable to District, and hold harmless District, its governing body, officials, officers, agents, employees, and volunteers (collectively, “**District Indemnitees**”) from and against any and all liability, demands, loss, damage, claims, settlements, expenses, and costs (including, without limitation, attorney fees, expert witness fees, and costs and fees of litigation) (collectively, “**Liability**”) of every nature arising out of or in connection with Supplier’s acts or omissions with respect to this Agreement, except such Liability caused by the active negligence, sole negligence, or willful misconduct of any of the District Indemnitees. This indemnification obligation is not limited by any limitation on the amount or type of damages or compensation payable under Workers’ Compensation or other employee benefit acts, or by insurance coverage limits, and will survive the expiration or early termination of this Agreement.

7.2 Design Professional. To the full extent permitted by law, but subject to applicable limitations, including the limitations of Civil Code sections 2782 and 2782.8, Supplier will indemnify, defend, and hold harmless District, its governing body, officials, officers, agents, employees, and volunteers (collectively, “**District Indemnitees**”) from and against any and all liability, loss, damage, claims, settlements, expenses and costs (including, without limitation, attorney fees, expert witness fees, and costs and fees of litigation) (collectively, “**Liability**”) of every nature which arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of Supplier in the performance of this Agreement, except such Liability caused by the active negligence, sole negligence or willful misconduct of any of the District Indemnitees. This indemnification obligation is not limited by any limitation on the amount or type of damages or compensation payable under Workers’ Compensation or other employee benefit acts, or by insurance coverage limits, and will survive the expiration or early termination of this Agreement.

8. Insurance. Before providing any Services under this Agreement, Supplier is required to procure and provide proof of the insurance coverage required by this Section in the form of certificates and endorsements as well as register and submit their COI with OpenGov at: <https://procurement.opengov.com/portal/deltacollege> .Each certificate of insurance must state that the coverage afforded by the policy or policies will not be reduced, canceled or allowed to expire without at least 30 days written notice to District, unless due to nonpayment of premiums, in which case at least 10 days written notice will be made to District. The required insurance must cover the activities of Supplier and its employees or subcontractors relating to or arising from the performance of the Services, and must remain in full force and effect at all times during the term of the Agreement. All required insurance must be issued by an insurer licensed to do business in the State of California, and each such insurer must have an A.M. Best financial strength rating of “A” or better and a financial size rating of “IX” or better. If Supplier fails to provide any of the required coverage, District may, at its sole discretion, purchase such coverage at Supplier’s expense and deduct the cost from payments due to Supplier.

8.1 Minimum Coverage Requirements. The following insurance policies and limits are required for this Agreement. District, reserves the right to require additional insurance based on the work or service being performed:

(a) Commercial General Liability Insurance (“CGL”). CGL insurance issued on an occurrence basis, including coverage of liability arising from Supplier’s acts or omissions in the performance of Services under this Agreement, with limits of at least \$1,000,000 per occurrence, and \$2,000,000 aggregate.

(b) Automotive. Commercial automotive liability coverage for owned, non-owned and hired vehicles must provide coverage of at least \$1,000,000 combined single limit per accident for bodily injury, death, or property damage.

(c) Workers’ Compensation Insurance and Employer’s Liability. The policy must comply with the requirements of the California Workers’ Compensation Insurance and Safety Act, with limits of at least \$1,000,000. If Supplier is self-insured, Supplier must provide its duly authorized Certificate of Permission to Self-Insure.

8.2 Subrogation Waiver. Each required policy must include an endorsement that the insurer agrees to waive any right of subrogation it may have against District or District’s insurers.

8.3 Endorsements. The CGL policy and the automotive liability policy must include the following endorsements:

(a) The District, including its governing body, officials, officers, employees, agents, volunteers and consultants (collectively, “**Additional Insured**”)

must be named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and the policy must protect the Additional Insured against any and all liability for personal injury, death or property damage or destruction arising directly or indirectly in the performance of the Agreement.

(b) The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.

(c) The insurance provided is primary and no insurance held or owned by District will be called upon to contribute to a loss.

(d) Any umbrella or excess insurance must contain or be endorsed to contain a provision that such coverage will also apply on a primary or non-contributory basis for the benefit of District before the District's own insurance or self-insurance will be called upon to protect it as a named insured.

9. Dispute Resolution. In the event that any dispute arises between the Parties in relation to this Agreement, the Parties agree to meet face to face, or via videoconference, as soon as possible to engage in a good faith effort to resolve the matter informally. In the event that any dispute arises between the Parties in relation to this Agreement, and the dispute is not resolved by informal discussions, the Parties agree to submit the dispute to mediation.

9.1 Mediation. Either Party may give written notice to the other Party of a request to submit a dispute to mediation, and a mediation session must take place within 60 business days after the date that such notice is given, or sooner if reasonably practicable. The Parties will jointly appoint a mutually acceptable mediator. The Parties further agree to share equally the costs of the mediation, except costs incurred by each Party for representation by legal counsel. Good faith participation in mediation pursuant to this Section is a condition precedent to either Party commencing litigation in relation to the dispute.

9.2 Claim Presentment. Nothing in this Agreement will be construed as a waiver of any of the claim presentment requirements set forth in Government Code section 900 et seq.

10. Early Termination.

10.1 Termination for Convenience. Either Party may terminate this Agreement for convenience by giving ten calendar days written notice to the other Party. In the event District elects to terminate the Agreement without cause, it will pay Supplier for Services satisfactorily provided up to the effective date of termination,

provided all Work Product (as defined below), whether complete or incomplete, has been submitted to District in the time and manner specified in the notice of termination.

10.2 Termination for Cause. If Supplier breaches this Agreement by failing to timely or satisfactorily perform any of its obligations or otherwise violates the terms of this Agreement, the District may terminate this Agreement by giving written notice ten calendar days prior to the effective date of termination, specifying the reason and the effective date of the termination. Supplier will be entitled to payment for all Services satisfactorily provided up to the effective date of termination, except that the District may deduct from that payment the amount of costs the District incurred, if any, because of Supplier's breach of the Agreement, including any failure to submit all Work Product (as defined below), whether complete or incomplete, to District in the time and manner specified in the notice of termination.

11. Intellectual Property, Work Product and Copyrights.

11.1 District Intellectual Property. Except as outlined in Section 12.2, District will be the sole owner of all rights to any work product in any form which has been prepared by Supplier on District's behalf pursuant to this Agreement ("**Work Product**"), including copyright interests, unless otherwise specified in writing by the Parties. Supplier must not disclose any Work Product to any third party without the written permission of District. If the Supplier uses copyrighted material in the performance of the Services, the Supplier must secure the necessary permission and/or pay any royalties or fees required to use such copyrighted material. District grants Supplier a non-exclusive, world-wide, royalty-free license to use the data and other information input by users on the Supplier Platform (the "**District Content**") for purposes of performing this Agreement, as directed or instructed by District and its users (e.g., in the context of support requests), Supplier policies, and/or applicable law.

11.2 Supplier Intellectual Property. Supplier's "**Intellectual Property**" shall include the Services, Supplier Platform, documentation, discoveries, ideas, designs, inventions, source code, improvements, works of authorship, trade secrets, patents, registered designs, copyrights, and related intellectual property. This also covers Supplier's technology, knowledge, and work product tied to the Services, such as design, processes, techniques, architecture, user interfaces, know-how, and expert content. The District has no right to transfer, reproduce, create derivative works of, or disclose Confidential Information about the Services or Intellectual Property. Supplier retains all rights to the Services, documentation, and Intellectual Property, including any modifications. The District will not own the Services or Intellectual Property, regardless of contributions. The District must safeguard the Services and Intellectual Property from claims and cannot use Supplier's Confidential Information to challenge Supplier's rights. Such use will be a material, non-curable breach of this Agreement.

12. Records.

12.1 Maintenance and Access. Unless otherwise specified in **Exhibit A** or Section 13.2, Supplier will maintain records related to this Agreement, including records of the Services performed, on a daily basis if necessary, for a period of four years from expiration or termination of this Agreement, unless the records relate to hazardous materials, in which case the records must be maintained for at least 30 years. Supplier's accounting systems will conform to generally accepted accounting principles, and all records will provide a breakdown of total costs charged under this Agreement, including properly executed payrolls, time records, invoices, and vouchers. Except as specified in Section 12.2, Supplier will permit District to inspect, examine, and audit Supplier's books, records, accounts, and any and all data relevant to this Agreement at any reasonable time, and will furnish to the District any other evidence or information requested by District. The State of California or any federal agency with an interest in this Agreement has the same rights conferred to the District by this Section.

12.2 Release & Sharing of Information. The Parties may engage in discussions regarding care coordination, evaluation, satisfaction, performance, and outcomes measurement regarding the Services in order to evaluate their effectiveness, so long as measurements and metrics are agreed to by the Parties in advance of such evaluations. The information exchanged pursuant to this section shall be subject to the applicable confidentiality provisions of this Agreement and applicable law. The Parties agree that Supplier bears no responsibility for maintaining or preserving any data and other information input by users on the Supplier Platform, user data, or data related to any Services provided to District or users, including, but not limited to, user data provided to District utilizing such Services. To the extent required by applicable law, the Parties agree to recognize the confidential status of student educational records pursuant to the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. § 1232g; 34 CFR Part 99) ("**FERPA**") and will respect the confidential nature of the student information provided to Supplier pursuant to this Agreement. To the extent required by applicable law, both Parties shall abide by the limitations on re-disclosure of personally identifiable student information from educational records as set forth in FERPA. District shall ensure that any written consent required by state or federal law, is provided to Supplier prior to providing any Services to students or releasing students' information to any parties other than Supplier.

12.3 Consent for Services. District shall obtain student or parental/guardian consent, as applicable, to deliver the Services, along with any other written consent required by state or federal law (each a "**Consent**" and collectively the "**Consents**") and shall promptly provide copies of any such Consents to Supplier at Supplier's request. For the avoidance of doubt, Supplier may elect, at Supplier's sole discretion, to not perform the Services without District first providing copies of the Consents if requested by Supplier. District accepts and acknowledges its responsibility to (i) obtain all necessary Consents from students to receive services from Supplier and interact with counselors and the Supplier Platform, and (ii) supervise and oversee users as it relates to Services provided by Supplier.

13. Confidentiality. Unless disclosure is required by applicable law or valid court order, each Party will maintain the confidentiality of all non-public information, including information regarding features, functionality, and performance of the Services, (“**Confidential Information**”) made known to or discovered by the other Party in connection with this Agreement and will not disclose or otherwise disseminate any information conveyed from one Party to the other Party relating to this Agreement. Each Party will immediately notify the other Party in writing if it is requested to disclose any such information.

14.No Provision of Professional Advice or Services. The Parties agree that Supplier’s provision of the Supplier Platform does not constitute any type of medical, legal, social service, or financial advice or representations. This includes advice or representations regarding any issues associated with the District or students, or goods or services offered, purchased, or received by them, and compliance with state or federal laws. Supplier will not provide counseling, medical, or crisis management services. Counselors contracted with Supplier will deliver the counseling services. These Counselors will use their professional judgment to assess student suitability for teletherapy services and follow established protocols if a student is in crisis or may harm themselves or others.

15. General Provisions.

15.1 Assignment and Successors. Supplier may not assign its rights or obligations under this Agreement, in part or in whole, without District’s written consent. This Agreement is binding on Supplier’s and District’s lawful heirs, successors, and permitted assigns. Notwithstanding the foregoing, Supplier may use a qualified subcontractor, acceptable to the District, to perform a portion of the Services, subject to prior written approval by District and provided that the subcontractor is bound by the terms of this Agreement.

15.2 Third Party Beneficiaries. There are no intended third-party beneficiaries to this Agreement.

15.3 Nondiscrimination. Supplier will not discriminate in the employment of persons under this Agreement because of race, color, ancestry, national origin, religion, sex, marital status, sexual orientation, age, medical condition, disability, veteran status, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

15.4 Choice of Law and Venue. This Agreement will be governed by California law, and venue will be in the Superior Court of San Joaquin County, and no other place. Supplier hereby waives any right pursuant to Civil Code section 394 to transfer any action in law or in equity arising from or relating to this Agreement to any venue outside of San Joaquin County.

15.5 Integration. This Agreement and the documents incorporated in this Agreement constitute the final, complete, and exclusive terms of the agreement between the District and the Supplier.

15.6 Severability. If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions of the Agreement will remain in full force and effect.

15.7 Amendment. No amendment or modification of this Agreement will be binding unless it is in a writing duly authorized and signed by the Parties to this Agreement.

15.8 Provisions Deemed Inserted. Every provision of law required to be inserted in this Agreement will be deemed to be inserted, and this Agreement will be construed and enforced as though included. If it is discovered that through mistake or otherwise that any required provision is not inserted, or not correctly inserted, this Agreement will be amended to make the insertion or correction.

15.9 Precedence. If any provision in any document attached to or incorporated in this Agreement conflicts with or is inconsistent with the provisions set forth in the body of this Agreement, the provisions set forth in the body of this Agreement will control over any such conflicting or inconsistent provisions.

15.10 Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by the Party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless the writing so specifies.

15.11 Force Majeure. If either Party is delayed or hindered in or prevented from the performance of any act required under this Agreement because of natural disasters, strikes, lockouts, inability to procure labor or materials, failure of power, riots, insurrection, war, fire or other casualty, or other reason beyond the reasonable control of the Party delayed, excluding financial inability ("**Force Majeure Event**"), performance of that act will be excused for the period during which the Force Majeure Event prevents such performance, and the period for that performance will be extended for an equivalent period. Delays or failures to perform resulting from lack of funds will not be Force Majeure Events.

15.12 Headings. The headings in this Agreement are included for convenience only and will not affect the construction or interpretation of any provision in this Agreement or any of the rights or obligations of the Parties to this Agreement.

15.13 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

15.14 Authorization. Each individual signing below warrants that he or she is authorized to do so by the Party that he or she represents, and that this Agreement is legally binding on that Party. If Supplier is a corporation, signatures from two officers of the corporation are required as further specified in California Corporation Code section 313.

15.15 Supplier Registration Form. Before providing any Services under this Agreement, the Supplier must submit a completed Supplier Registration Form, which is available on the District's website at: <https://www.deltacollege.edu/campus-offices/administrative-services/purchasing/become-supplier> as well as register with OpenGov at: <https://procurement.opengov.com/portal/deltacollege>.

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Exhibit A

SCOPE OF SERVICES

This Scope of Services Exhibit A (this “**SOS**”) is entered into as of **November 1, 2024** (the “**SOS Effective Date**”) by and between the San Joaquin Delta Community College District, a California Community College District and Mindset Labs, Inc. and is incorporated into and made subject to the terms of the Services Agreement between the San Joaquin Delta Community College District and Mindset Labs, Inc. (the “**Agreement**”). Capitalized terms not defined in this Exhibit have the meaning set forth in the Agreement.

WHEREAS, Supplier owns a proprietary technology platform (“**Supplier Platform**”) for synchronous and asynchronous audio/visual conferencing to enhance school-based basic needs center (“**BNC**”) management and tele-mental health support for District’s students, providing remote telehealth consultations and coaching via telephone and/or video by licensed third-party providers, therapists, counselors, coaches, and care coordinators (“**Counselors**”), employed or contracted by third parties;

WHEREAS, District seeks to contract with Supplier for access to the Supplier Platform and to retain Supplier to provide administrative support, enabling students to schedule and participate in teletherapy sessions with licensed mental health clinicians and access individual care coordinators and resource navigators.

Supplier agrees to provide the following services for the District for the term of this agreement.

1. Services:

- Supplier Services. The following table outlines the services that will be provided by Supplier to the District:

Total number of Users: 20,000		
Services		Description
Student-facing services	One-on-one coaching	Personalized, therapist-led coaching sessions tailored to individual student needs, providing targeted guidance and support for academic and personal development. • <i>Up to 12 per student (combined quota for both one-on-one and group sessions)</i>
	Group coaching	Therapist-led coaching sessions that bring students together to share experiences and learn from each other in a supportive group environment. • <i>Up to 12 per student (combined quota for both one-</i>

		<i>on-one and group sessions)</i>
	Care Concierge	An accessible hotline that students can text for instant connection to care resources both on- and off-campus, making support readily available through a simple, conversational exchange. <i>▸ Unlimited</i>
	Self-guided resources	A comprehensive suite of online tools and materials that empower students to independently navigate and address their mental and emotional well-being. <i>▸ Unlimited</i>
	Individual teletherapy	Confidential virtual therapy sessions with licensed professionals, enabling students to receive personalized mental health support from the comfort of their own space. <i>▸ Up to 10 per student</i>
	Dual Enrollment Student Services	Specialized support services designed for dual enrollment students to help them balance the demands of high school and college coursework. <i>▸ Included in above quota</i>
	Basic Needs Support Services	Comprehensive assistance ensuring students have access to essential resources such as food, housing, and financial aid, fostering overall well-being and academic success. <i>▸ Unlimited</i>
	24/7/365 Support Services	Around-the-clock crisis support providing immediate access to mental health counselors via audio or video calls, ensuring students receive timely help whenever they need it. <i>▸ Unlimited</i>
Admin-facing services	Data dashboards & Reporting	Real-time, intuitive dashboards and detailed reports that provide actionable insights into student engagement, utilization of services, and overall program effectiveness. <i>▸ Ongoing</i>
	Marketing & Outreach support	Comprehensive promotional strategies, including customized branding and targeted messaging, to effectively inform and encourage student utilization of available support services. <i>▸ Ongoing</i>

	Grant support	Expert assistance in identifying, applying for, and managing grants to secure additional funding, ensuring the sustainability and expansion of student support initiatives. <i>▸ Ongoing</i>
	Faculty workshops (up to 4/year)	Interactive training sessions designed to enhance faculty and staff skills, focusing on best practices for supporting student mental health and well-being, delivered either in-person or virtually. <i>▸ Ongoing (up to 4/year)</i>
	SJDC Flex Spring Training (in person)	Tailored, in-person workshops conducted during the Spring Flex Program, aimed at equipping faculty and staff with the latest tools and strategies to support student success. <i>▸ Ongoing (during Flex training)</i>
Supplementary services	SSO Platform integration	Seamless integration with Single Sign-On (SSO) systems, providing students with secure, one-click access to our support services and resources through their existing campus credentials. <i>▸ Ongoing</i>
	Digital Platform (Cloud-Based)	A robust, cloud-based platform that ensures 24/7 accessibility, scalability, and security, offering students a comprehensive suite of support services from any device with an internet connection. <i>▸ Ongoing</i>

- No Professional Advice or Services:
 - *Not a Clinical/Medical Provider.* Supplier is not a mental health treatment provider and does not provide mental health treatment or other health care treatment to students. Rather, Supplier acts solely as an administrative and platform coordinator by connecting users to Counselors. Supplier shall not be liable for the quality of care provided by Counselor.
 - *Not a Benefits Counselor.* Supplier personnel do not constitute nor are such actions intended to be construed as including but not limited to any type of professional benefits counseling, financial counseling, medical or legal advice, or representations in any way regarding any legal, medical, social service, or financial issue associated with District or users, or goods or services offered, purchased, or received by District or users, including, but not limited to, any compliance obligations or steps necessary to comply with any state or federal laws and regulations. When Supplier personnel assist students with learning about or accessing resources, District acknowledges and agrees that District resource program staff shall maintain ultimate responsibility for any resources students seek to receive and shall be

responsible for reviewing any documentation a student utilizes in connection with seeking assistance from the BNC, including but not limited to any interactions and documents drafted, prepared or otherwise generated from interacting with Supplier personnel. District and individual students should seek legal counsel regarding any legal and compliance issues, and should not rely on any materials or content associated with the Services in determining District's or students' compliance obligations under law. District accepts and acknowledges its responsibility to (i) obtain all necessary consents from students to receive services from the BNC and interact with Supplier personnel and the Supplier Platform, and (ii) supervise and oversee users as it relates to Services provided by Supplier.

- Sufficient Information. The Counselor's service is reliant upon the accuracy and completeness of the student information conveyed to the Counselor, which is the sole responsibility of the student. The Counselors have the right to refuse to provide the services if, in the independent medical judgment of the Counselor, necessary information has not been provided to the Counselor.
- Clinical Protocols. Supplier will not create any clinical protocols, medical questionnaires or intake processes. All medical practice functions will be performed and created exclusively by the Counselors in their own independent judgment. Supplier will have no involvement in those clinical decision-making processes.

2. Supplier Platform:

- Platform Access. During the Term, Supplier grants District a non-exclusive, non-transferable, non-sublicensable right to access and use the Supplier hosted software and technological aspects of the Services. District may, upon prior agreement in writing by Supplier, offer access to the Services to any affiliates, subsidiaries, parent corporations, or affiliate entities and District shall be responsible and liable for all access and use by such entities. If District is required to install and download software from Supplier in connection with the Services, Supplier grants District, during the Term, a limited, personal, non-exclusive, non-transferable, non-sublicensable right to use the software solely in support of District's authorized use of the Services. If District is required to agree to any third-party software licenses, District shall be responsible for complying with the terms and conditions of those third-party software licenses and shall maintain such licenses. Supplier does not control and is not responsible for any third-party software or services accessed or used by District in connection with District's use of the Services. The ability to use third party software in connection with the Services does not imply any endorsement by Supplier and Supplier makes no representations or warranties with respect to any third-party software.
- Platform Provided "As Is": The Supplier Platform is provided "as is" and "as-available," without warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular

purpose, title, and non-infringement. District acknowledges that use of the Supplier Platform is at District's sole risk.

- Support. During the Term, Supplier will provide District with reasonable support in connection with District's authorized use of the Supplier Platform in accordance with the relevant SOW. Supplier will provide District with service updates and bug fixes that Supplier in its sole discretion makes generally available to its other similarly situated customers at no charge. New functionality may be purchased by District, in its discretion, at Supplier's then current pricing. Supplier will use commercially reasonable efforts to correct reproducible failures of the Services to perform in substantial accordance with the then current documentation, specifications, and instructions regarding the Services ("**Documentation**").
- Restrictions. District and its employees and contractors, using the Supplier Platform in any way and the students receiving services, including telehealth or coaching consultations, through the Supplier Platform may only use the Services in accordance with the then current Documentation and this Agreement. District is responsible for ensuring its users comply with all relevant terms of this Agreement and any failure to comply will constitute a breach by District. Except as expressly authorized by this Agreement, District will not, and will not allow any user or other third party: (i) to permit any third party to access or use the Services other than a user, (ii) to decompile, disassemble, reverse engineer, or otherwise attempt to derive the trade secrets embodied in the Supplier Platform, (iii) to use the Services, or any Supplier Confidential Information to develop a competing product or service, (iv) to use any Services in violation of any export control laws or regulations administered by the U.S. Commerce Department or any other government agency, (v) to remove, minimize, block, or modify any copyright, trademark, proprietary rights, disclaimer, digital watermark, or warning notice included on or embedded in any part of the Supplier Platform or Documentation, including any screen displays, etc., or any other products or materials provided by Supplier hereunder, (vi) to use the Services in a manner that violates privacy rights or that constitutes infringement of the intellectual property or other proprietary rights, (vii) to use the Services for fraudulent or illegal purposes, and/or (viii) to use the Services or in any manner that otherwise violates Supplier policies, applicable laws, ordinances or regulations. Under no circumstances will Supplier be liable or responsible for any use, or any results obtained by the use, of the Services in conjunction with any services, software, content, or hardware that are not provided by Supplier. All such use will be at District's sole risk and liability.
- Connectivity; Internet. District and users are solely responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access, or otherwise use the Services, including all hardware, software, operating systems, networking, web servers, and telecommunication or Internet connections, and paying for all equipment and telecommunications costs, fees and services required for District's and users' access. District shall also be responsible for maintaining the security of the foregoing equipment and services and District and user login information, passwords, and files. District is responsible for all uses of user accounts with or without District's knowledge or consent. Supplier shall not be

responsible for not performing, or for a delay or interruption in performing, the Services if due to a network communications error, failure, or interruption beyond the control of Supplier.

- Cloud-Based. Supplier must provide a digital platform that is entirely cloud-based, and require no downloads or installations, ensuring ease of access and usability for students and staff alike. All technology should have single sign-on integration.

3. Contract term:

- The initial term of this SOW shall commence on the November 1, 2024 and shall continue for **sixty (60) months**. This 60-month term contemplates a go-live date for services no later than 2 months after the Effective Date, thereby allowing the parties time for set-up and implementation of the services.

4. Payment

- District shall pay TBH **\$179,000.00 per year** (total agreement cost of \$895,000.00 for sixty months).
- Payment for Year 1 shall be made to TBH within 30 days of the execution of this Agreement and upon receipt of an invoice from TBH. Payments for each subsequent year shall be due on the 12-month anniversary of the SOS Effective Date, upon receipt of an invoice from TBH. Payment may be made via check or wire transfer, in accordance with instructions provided on the invoice.

5. Additional fees:

Additional coaching sessions	\$7,000 for 100 sessions
Additional therapy sessions	\$8,500 for 100 sessions
Basic Needs case management sessions	\$5,000 for 100 sessions

(This section was left blank intentionally with Section 6 Cooperative Pricing Overview to follow)

6. Cooperative Pricing Overview:

Option A: Full-time equivalent (FTE) students

	Basic	Standard	Premium	Enhanced
One-on-one Coaching	6 sessions/ student	6 sessions/ student	12 sessions/ student	14 sessions/ student
Group Coaching				
Individual Teletherapy	✘	6 sessions/ student	10 sessions/ student	12 sessions/ student
24/7 Support Services	✘	✔	✔	✔
Self-guided Resources	✔	✔	✔	✔
Psychiatry (Add-on)	✘	\$17,500 per 100 sessions		
Care Concierge	✔	✔	✔	✔
Data Dashboards & Reporting	✔ Basic	✔ Basic	✔ Basic	✔ Custom
Marketing & Outreach Support	✘	✔	✔	✔
Grant Support	✘	✘	✔	✔
Faculty Workshops	✘	2/year	4/year	8/year
SSO integration	✘	✔	✔	✔
Basic Needs Support (Add-on)	✘	✘	✔ 5 licenses	✔ Custom
Price/Student	\$6.00	\$7.25	\$9.00	\$12.00

● **Option B: Pool of Hours**

	Standard	Premium
One-on-one Coaching	\$7,000 per 100 sessions	
Group Coaching		
Individual Teletherapy	✘	\$12,500 per 100 sessions
Psychiatry (Add-on)	✘	\$17,500 per 100 sessions
24/7 Support Services	✘	✔
Self-guided Resources	✘	✔
Care Concierge	✔	✔
Data Dashboards & Reporting	✔	✔
Marketing & Outreach Support	✔	✔
Grant Support	✔	✔
Faculty Workshops	1/year	2/year
SSO integration	✘	✔
Platform Access Fee	\$10,000	\$35,000

Order Form

Date				
Organization Name				
Full-Time Equivalent (FTE) Students				
Pricing Model	<input type="checkbox"/> ● Option A: FTE Students		<input type="checkbox"/> ● Option B: Pool of Hours	
	<input type="checkbox"/> Basic <input type="checkbox"/> Standard <input type="checkbox"/> Premium <input type="checkbox"/> Enhanced		<input type="checkbox"/> Standard <input type="checkbox"/> Premium	
Add-Ons	Coaching	Therapy	Basic Needs	Psychiatry
	Other			
Contract Term				
AP Contact	Name:			
	Title:			
	Email:			
	Phone:			
Comments				
Est. Total Cost (Annual)				

EXHIBIT B

SAN JOAQUIN VALLEY COMMUNITY COOPERATIVE SUPPLIER CONTRACT REQUIREMENTS

San Joaquin Valley Community Cooperative

The San Joaquin Valley Community Cooperative (SJVCC) is a collaborative purchasing group formed by public sector entities, educational institutions and non-profits in the San Joaquin Valley of California. The group includes, but isn't limited to, entities such as local governments, educational institutions, or special districts, that have joined together to leverage their joint buying power. By pooling their procurement needs, these agencies can secure better pricing, favorable terms, and a broader range of goods and services, often with reduced administrative burdens.

For potential awarded suppliers, engaging with a community cooperative offers significant benefits. Suppliers gain access to a wider customer base through a single point of contact, simplifying the sales and procurement process. This streamlined approach reduces administrative burdens and opens opportunities for suppliers to secure contracts they might not have accessed independently.

Additionally, community cooperatives are designed to support both local and national suppliers, creating opportunities for businesses of all sizes to participate in contracts that emphasize community engagement and economic impact. This inclusive approach allows suppliers to expand their market reach and develop meaningful relationships within the community. By partnering with a community cooperative, suppliers can benefit from a collaborative environment that values their contributions and promotes sustained growth and ongoing collaboration

Administrative Operating Services Provider to SJVCC

The resulting Master Agreement(s) awarded by this solicitation will be administered by SJVCC in partnership with Bespoke Community Cooperatives, LLC ("BESPOKE"). BESPOKE is a public benefit corporation providing administrative operating services for non-federal public agencies (States, Cities, Counties, etc,) educational institutions and non-profits that have entered into an agreement to procure jointly or on behalf of other public entities, educational institutions and non-profits. These organizations are known as Community Cooperatives (CC.) SJVCC utilizes BESPOKE services to support the cooperative nature of this Solicitation and to benefit the awarded supplier(s).

Cooperative Procurement with Other Jurisdictions

The Master Agreement(s) awarded under this Solicitation by SJVCC member Delta CC District (Designated as the Lead Purchasing Agency or "LPA" for this solicitation, will be made available to additional Participating Agencies ("PAs") on a local, regional, or national level. These entities will operate under the same terms and pricing as the SJVCC, including Administrative Fee and Sales Reporting provisions. PAs may include municipalities, counties, states, higher education institutions, public authorities, councils

of government, regional governments, health institutions, or other eligible entities, including organizations that expend public funds in performing governmental functions and non-profits.

Participating Agency (PA) Contracting Authority Explained:

1. Cooperative Purchasing

This Solicitation is being conducted by LPA Delta CC District on behalf of the SJVCC's Member PAs and allows for purchasing by additional PAs from the resulting Master Agreement. This is referred to as "cooperative purchasing," and the Master Agreement is considered to be a "cooperative contract." This type of purchasing is a generally accepted procurement method recognized under state and federal law.

2. How Other Entities Can Use This Contract

If a public agency (such as a city, special district, or county) or educational institution (K12 or Higher Education public or private) or non-profit wants to use this contract, it first needs to register as a Participating Agency (PA) through BESPOKE's Cooperative Administrative Services Program by signing the BESPOKE Master Intergovernmental Cooperative Purchasing Agreement (MICPA), available at www.bespokecommunity.org. BESPOKE and SJVCC facilitate the contract's cooperative framework but are not involved in individual purchase orders or participating agreements—awarded supplier(s)' primary relationship will be with each agency that utilizes the contract.

3. Agency-Specific Terms and Conditions

Each PA may negotiate mutually agreed upon terms that respect the conditions of this Solicitation and resulting Master Agreement directly with the awarded supplier(s), allowing them to tailor the contract to meet their individual agency requirements and policies. A PA may also create their own entirely new contract that references this procurement.

4. Supplier Administrative Fees

All fees associated with servicing the awarded contracts(s) are clearly and solely outlined in this Solicitation and shall be collected by BESPOKE on behalf of the SJVCC. These fees are separate from the agency-specific terms and conditions that may be negotiated with specific PAs; no additional supplier administrative fees may be charged by a PA.

5. Local Customization Options

Certain Solicitation or contract terms that apply specifically to Delta CC District, such as governing law, may be adjusted for each PA. PAs may also request additional agreements for specific needs like delivery schedules, invoicing requirements, or support for local diversity initiatives.

6. Direct Transactions with Each Agency

All transactions—such as orders, invoices, and payments—will be managed directly between the awarded supplier(s) and each PA. BESPOKE and SJVCC do not manage these transactions; each PA handles its own purchase orders or participating agreements with the awarded supplier(s) directly.

7. Procurement Compliance

Each PA has full discretion and responsibility for any purchases made under this contract and must ensure its participation in the Master Agreement aligns with the requirements governing its own procurements. Delta CC District certifies that its administration of this cooperative contract complies with the requirements governing its procurement of the Products identified in this Solicitation. Any PA participating in or purchasing from the contract is therefore deemed by law to have complied with the requirements governing their own procurement activities, and a separate procurement by each PA is generally not required.

Servicing Requirements

Awarded suppliers must provide services to Delta CC District (and any SJVCC Members whose requirements are specifically included in this Solicitation) in full compliance with the legal terms of this Solicitation and resulting Master Agreements. Awarded suppliers are encouraged but not required to service other SJVCC members or PA’s that may participate through the BESPOKE Community Cooperatives Administrative Services Program.

Additional Geographic Reach

SJVCC’s goal is to help awarded suppliers grow by being able to utilize this cooperative agreement to provide Products to other members and PAs. Please indicate below the extent to which the Bidder agrees to provide the Products to additional Participating Agencies through the BESPOKE Community Cooperatives Administrative Services Program. (Responses will not affect your ability to win this business.)

If awarded, supplier agrees to service PAs located in the following geographic areas:

Up to 50 miles outside of the SJVCC area?

Yes No

Greater than 50 miles outside of the SJVCC area?

Yes No Distance (miles) (specific counties/areas/states serviced)
unlimited


Nationwide?

Yes No

Administrative Fees

By submitting a response to this Solicitation, the Bidder acknowledges that awarded suppliers must pay SJVCC an Administrative Fee of **two percent (2%)** of the total sales

made to SJVCC Member Agencies and other PA's utilizing the resulting Master Agreement. Fees only accrue when sales are made via the Master Agreement. All payments will be remitted to BESPOKE on a quarterly basis. The method for remitting payment will be provided to successful bidders following the award of the Master Agreement.


INITIAL HERE:  _____

In return for the administrative fee paid to BESPOKE on behalf of the SJVCC based on sales, awarded suppliers may receive the following benefits:

- Exposure to all members of the SJVCC.
- Marketing support by BESPOKE to members of the SJVCC and participating entities outside of the SJVCC based on the awarded supplier's capabilities and desire to support additional geographic areas.
- Training resources to help suppliers position their awarded contract to eligible entities.
- Data usage trends by SJVCC and participating entities utilizing this Master Agreement.

Monthly Sales Reporting Requirement

Awarded suppliers are required to provide monthly sales reports to BESPOKE detailing all sales made under the Master Agreements resulting from this Solicitation. The reports must include purchasing entities, items or services sold, quantities, total sales value, and the Administrative Fees due to BESPOKE for the month's sales. Reports must follow the format provided by BESPOKE and be submitted by the **15th of each month** for the previous month's sales. Failure to comply with these reporting requirements may result in contract termination or penalties by the SJVCC. Reports will be submitted via email to info@bespokecommunity.org .

INITIAL HERE:  _____