

R117525



# AGENDA ITEM

**Meeting Date:** 12/16/2019 - 7:00 PM

**Category:** Consent Items Pulled for Discussion

**Type:** Action



**Subject:** 18.1 (Item #7) Review and Potential Approval of the Contract Between Mt. Diablo Unified School District and Dr. Jose Medina for Professional Development and Coaching

**LCAP (Local Control Accountability Plan) Goal:** Goal 2: High quality, culturally proficient, and responsive staff will provide engaging instruction respectful of all students' backgrounds to ensure they are college and/or career ready.

**Policy:**

**Enclosure:**

**File Attachment:**

-  Dr. Jose Medina Contract.pdf
-  Insurance Certificate.pdf

**Summary:** Dr. Jose Medina has been contracted to provide four days of training on Serving the Needs of Emergent Bilingual Students in Dual Language Programs. The four days of dual language service will consist of professional learning, technical assistance, and/or job-embedded coaching. Dr. Medina will collaborate with MDUSD leadership to ensure that all services align with district needs.

The cost of the contract is \$25,000.00.

**Funding:** Title III

**Recommendation** Approve the contract between the Mt. Diablo Unified School District and Dr. Jose Medina for professional development and coaching.

**Approvals:** **Recommended By:**

*Signature*

**Signed By:** Jocelyn Tibayan - Administrative Secretary

*Signature*

**Signed By:** Carmen Garces - Director of English Learner Services

*Signature*

**Signed By:** Jennifer Sachs - Executive Director, Instructional Support

*Signature*

**Signed By:** Mika Arbelbide - Director of Budget

*Signature*

**Signed By:** Larry Schoenke - Legal Counsel

*Signature*

**Signed By:** Dr. Robert Martinez - Superintendent

**Vote Results:**

**Original Motion**

Member **Debra Mason** Moved, Member **Linda Mayo** seconded to approve the **Original** motion 'Approve the contract between the Mt. Diablo Unified School District and Dr. Jose Medina for professional development and coaching.'. Upon a Roll-Call Vote being taken, the vote was: Aye: **5** Nay: **0**.  
The motion **Carried** 5 - 0

Linda Mayo Yes

Joanne Durkee Yes

Brian Lawrence Yes

Debra Mason Yes

Cherlse Khaund Yes

**MT. DIABLO UNIFIED SCHOOL DISTRICT**  
1936 Carlotta Drive  
Concord, CA 94519

**AGREEMENT BETWEEN  
MT. DIABLO UNIFIED SCHOOL DISTRICT  
AND INDEPENDENT CONTRACTOR**

THIS AGREEMENT is made this \_\_\_\_\_ day of June, 2019, by and between the Mt. Diablo Unified School District (hereinafter "District") and Dr. José Medina: Educational Solutions, LLC (hereinafter "Contractor").

District hereby engages Contractor to render services under the terms and conditions of this Agreement.

1. Performance of Services

- (a) Contractor agrees to perform the services described on Exhibit "A" (hereinafter "Services") on page 4 of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials, tools and transportation necessary for the performance of the services. Contractor may, at Contractor's own expense, use non-District employees to perform the Services under this Agreement. Subcontractors may be used only with the written approval of the District.
- (b) Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's services and the manner in which they are performed.

2. Compensation. District agrees to compensate Contractor for the performance of the services on the following basis:

Not to exceed \$ <u>25,000.00</u> for Services	01 4203 4760 1000 31640000 500 004 <u>5800</u>	\$ <u>25,000.00</u>
The basis of the fee for Services shall be as follow	_____ - _____ - _____ - _____	\$ _____
a. \$ _____ per hour,	_____ - _____ - _____ - _____	\$ _____
b. \$ _____ per day, or		
c. \$ _____ per engagement.	<b>BUDGET CODE(S)</b>	

Check One:

- Partial Payments: Contractor shall invoice District on a monthly basis or as agreed to for all hours worked pursuant to this Agreement.
- Partial Payments: District shall make a payment per schedule detailed in Exhibit A. District Administrator will verify invoice indicating that all required services have been performed by each timeline.
- Payment in Full: Contractor shall invoice District on completion of services. District Administrator will verify invoice indicating that all required services have been performed.

Contractor shall be responsible for all expenses incurred in association with the performance of the Services.

3. Term and Termination. This Agreement will become effective on \_\_\_\_\_ . This Agreement will terminate upon the completion of the Services or when terminated as set forth below.

Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party. Termination shall be effective immediately on receipt of said notice.

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4. Relationship of the Parties. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers' compensation, industrial illness or accident coverage, taxes, or labor and employment in general. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District's employees, including, without limitation, workers' compensation, disability insurance, vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in the Contractor's name, disability, workers' compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.

Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide District with proof of said payments upon demand.

5. Fingerprinting and Criminal Records Check of Contractor's Employees. Contractor shall comply with the provisions of California Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees. To the extent Education Code §45125.1 is applicable, Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District that such employee has not been convicted of a felony, as defined in Education Code §45125.1. Contractor shall provide the certification document attached hereto as Exhibit \_\_\_\_ prior to commencing work under this Agreement.
6. Rules and Regulations. All rules, policies, and regulations of the Mt. Diablo Unified School District Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.
7. Indemnification. Contractor shall hold harmless, defend and indemnify District and its officers, elected and appointed officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.
8. Insurance. Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. **EXCEPTION:** Contracts of less than \$5,000 need only provide general liability insurance of \$1,000,000 per occurrence.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability/Errors & Omissions Liability,** if applicable: \$1,000,000 per occurrence.

If the contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the contractor.

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The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status**

The District, its officers, officials, employees, and volunteers are to be named as additional insured by endorsement to the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.

**Primary Coverage**

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**Notice of Cancellation**

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

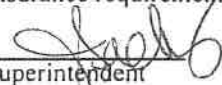
**INSURANCE REQUIREMENTS**


No waiver will be granted to eliminate the insurance requirements outlined in this contract. However, in special circumstances, certain insurance requirements may be modified or waived. The following items in Insurance section 8 are hereby waived or modified as follows:

Limits: \_\_\_\_\_

Other: Presenter only has a \$100,000 auto policy. Please waive shortfall of auto insurance and Additional Insured Endorsement.

The initials of the Superintendent, or his/her designee, and the General Counsel, are **required** to waive or modify any Insurance requirements in this Agreement:

  
\_\_\_\_\_  
Superintendent  
Designee

  
\_\_\_\_\_  
General Counsel

- 9. Ownership of Designs and Plans. Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
- 10. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:

DISTRICT

Mt. Diablo Unified School District  
1936 Carlotta Drive  
Concord, CA 94519-1397  
Attn: Superintendent

CONTRACTOR

Name: Dr. José Medina: Educational Solutions, LLC  
Attn: Dr. José Medina  
Address: ~~11718 Leesborough Circle~~ 5005 Cedar Croft Drive  
Bethesda, ~~Silver Spring~~ - MD - 20902 - 20814 - 3952  
Phone: ~~(240) 366-5660~~ 301-493-4870  
Fax: \_\_\_\_\_  
Tax ID #: 82-3401554

Any notice personally given or sent by telegram or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to

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the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 11. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.
- 12. California Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.
- 13. Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit as awarded by a court of competent jurisdiction, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
- 14. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

Dr. José Medina: Educational Solutions, LLC  
Name of Company/Organization or Independent Contractor/Consultant

By: *Carmen Garces* 6/13/19  
Signature of Principal/Budget Administrator Date

By: \_\_\_\_\_ (see attached) →  
Signature of Contractor/Consultant Date

Title: CARMEN GARCES, Director  
Print Name and Title

Title: Dr. José Medina, Chief Ed. Advocate  
Print Name and Title

Authorized and Approved by:

*[Signature]* 1/10/20  
Superintendent or Designee Date

**Prior to commencement of service, sign and forward completed original contract to Fiscal Services.**

*Carmen Garces* 6/13/19  
Originator's Signature Date

\_\_\_\_\_  
Site/Department Originating this Contract

CARMEN GARCES, Director  
Print Name of Originator and Title

Billing Address if reimbursed by outside agency—i.e. ASB, PTA, PFC

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<i>Distribution</i>	
<i>original:</i>	<i>Fiscal Services for payment</i>
<i>copy:</i>	<i>Contractor</i>
<i>copy:</i>	<i>Originator/Budget Administrator</i>

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the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

- 11. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.
- 12. California Law. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.
- 13. Attorneys' Fees. If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit as awarded by a court of competent jurisdiction, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
- 14. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

Dr. José Medina: Educational Solutions, LLC  
Name of Company/Organization or Independent Contractor/Consultant

By: *Carmen Garces* 6/13/19  
Signature of Principal/Budget Administrator Date

By: *Dr. José Medina* June 15, 2019  
Signature of Contractor/Consultant Date

Title: CARMEN GARCES, Director  
Print Name and Title

Title: Dr. José Medina, Chief Ed. Advocate  
Print Name and Title

Authorized and Approved by:

*[Signature]* 1/10/20  
Superintendent or Designee Date

**Prior to commencement of service, sign and forward completed original contract to Fiscal Services.**

*Carmen Garces* 6/13/19  
Originator's Signature Date  
CARMEN GARCES, Director  
Print Name of Originator and Title

\_\_\_\_\_  
Site/Department Originating this Contract

Billing Address if reimbursed by outside agency—i.e. ASB, PTA, PFC

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Distribution  
original: Fiscal Services for payment  
copy: Contractor  
copy: Originator/Budget Administrator

## EXHIBIT A

### LIST OF SERVICES, INCLUDING DATE(S), TO BE PERFORMED BY CONTRACTOR

IF PARTIAL PAYMENTS ARE TO BE MADE TO CONTRACTOR ON A SCHEDULE  
AS INDICATED ON PAGE 1, PLEASE LIST PAYMENT SCHEDULE HERE

The 4.0 days of dual language service during the 2019-2020 school year may consist of professional learning, technical assistance, and/or job-embedded coaching. Dr. Medina will collaborate with Mt. Diablo USD leadership to ensure that all services align with district needs. Any professional development session will already be a part of the Dr. José Medina: Educational Solutions menu of services.

The following are the dates of service:

- \* December 2-3, 2019: School visits via the C6 Biliteracy Framework
  - > Dr. Medina will facilitate
  - > 6 direct contact hours, plus one hour for lunch
- \* December 4, 2019: Dual language professional development with
  - > 3rd-5th grade teachers
  - > Dr. Medina will facilitate
  - > Up to 40 participants
  - > 6 direct contact hours, plus one hour for lunch
- \* February 10, 2020: Dual language professional development
  - > All dual language teachers
  - > Dr. Medina + 1 additional facilitator
  - > Up to 80 participants
  - > 6 direct contact hours, plus one hour for lunch

For keynote addresses, there is no maximum number of participants. For workshop style sessions, the maximum number of participants is 40 people (for one facilitator). For job-embedded coaching, no more than 10 participants will be a part of the group.

The location of the professional development will be determined by the client and shared with Dr. José Medina: Educational Solutions in a timely fashion.

The fee for all services is \$25,000. This includes costs for all preparation and delivery of professional development services, and includes all travel expenses.

Dr. José Medina: Educational Solutions will invoice the client on:

- \* December 4, 2019 - \$15,000
- \* February 10, 2020 - \$10,000



Invoices are payable within 30 days of receipt of an invoice from Dr. José Medina: Educational Solutions. Please send payment to:

Dr. José Medina: Educational Solutions  
~~11718 Leesborough Circle~~ 5005 Cedar Croft Drive  
~~Silver Spring MD 20902~~  
Bethesda, 20814 - 3952

This contract will be in effect from the date when the contract is signed until April 1, 2020.



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DR. JOSÉ MEDINA: EDUCATIONAL SOLUTIONS, LLC

11718 Leesborough Circle  
Silver Spring, MD 20902  
Phone: (240) 366-5660  
Email: jose@drjosemedina.com



June 13, 2019

Client

José Espinoza  
Assistant Superintendent, Elementary Schools  
Mt. Diablo Unified School District  
1936 Carlotta Dr.  
Concord, CA 94519  
(925) 682-8000 Extension 4023  
espinozaj@mdusd.org

Dear Mr. Espinoza,

Thank you for reaching out to Dr. José Medina: Educational Solutions. We are excited to submit this proposal for your review. The requested professional development services are described below.

Project Title

Serving the Needs of Emergent Bilingual Students in Dual Language Programs

Scope of Services

The 4.0 days of dual language service during the 2019 – 2020 school year may consist of professional learning, technical assistance, and/or job-embedded coaching. Dr. Medina will collaborate with Mt. Diablo USD leadership to ensure that all services align with district needs. Any professional development session will already be a part of the Dr. José Medina: Educational Solutions menu of services.

Dates

The following are the dates of service:

- December 2 – 3, 2019: School visits via the C6 Biliteracy Framework
  - Dr. Medina will facilitate
  - 6 direct contact hours, plus one hour for lunch
- December 4, 2019: Dual language professional development with



*"Lo que se dice, se hace."*

- 3<sup>rd</sup> – 5<sup>th</sup> grade teachers
- Dr. Medina will facilitate
- Up to 40 participants
- 6 direct contact hours, plus one hour for lunch
- February 10, 2020: Dual language professional development
  - All dual language teachers
  - Dr. Medina + 1 additional facilitator
  - Up to 80 participants
  - 6 direct contact hours, plus one hour for lunch

#### Enrollment

For keynote addresses, there is no maximum number of participants. For workshop style sessions, the maximum number of participants is 40 people (for one facilitator). For job-embedded coaching, no more than 10 participants will be a part of the group.

#### Location

The location of the professional development will be determined by the client and shared with Dr. José Medina: Educational Solutions in a timely fashion.

#### Fee

The fee for all services is \$25,000. This includes costs for all preparation and delivery of professional development services, and includes all travel expenses.

#### Payment

Dr. José Medina: Educational Solutions will invoice the client on:

- December 4, 2019      \$15,000
- February 10, 2020      \$10,000

Invoices are payable within 30 days of receipt of an invoice from Dr. José Medina: Educational Solutions. Please send payment to:

Dr. José Medina: Educational Solutions  
11718 Leesborough Circle



*"Lo que se dice, se hace."*

Silver Spring, MD 20902

This contract will be in effect from the date when the contract is signed until April 1, 2020.

#### Session Handouts

The PDF of handouts created for the professional development workshop(s) will be emailed to the client one week prior to the first day of service.

#### Client Responsibilities

The client agrees to provide the following needed items to ensure a successful professional development:

- A projector or interactive board that includes audio
- A lapel microphone for any keynote address
- Chart paper
- For workshop style sessions, at each participants' table:
  - Markers, highlighters, post-it notes, and paper

#### Cancellation Policy

In the case of a cancellation or date change, the client will be responsible for reimbursement to Dr. José Medina: Educational Solutions for all unrecoverable expenses (such as travel costs and planning time) incurred for the specific training engagement.

Notice of cancellation or date changes on the part of the client for training/workshops, technical assistance sessions, or coaching days must be received in writing by email using the contact information in this Agreement.

#### Incident Weather/Emergency Situations

Dr. José Medina: Educational Solutions reserves the right to postpone or cancel training/workshops in weather/emergency situations. Weather/emergency related postponements or cancellations will be rescheduled as soon as possible.

#### Copyright

Dr. José Medina: Educational Solutions is the owner and copyright holder of all materials developed by our staff and consultants for use in delivery of services under this Agreement.

#### Entire Agreement

This Agreement constitutes the entire understanding between the client and Dr. José Medina: Educational Solutions.

If you agree with the above terms and conditions, please email the signed contract to us. As soon as the signed contract is received, planning for the professional development services can begin and the dates for services can be locked in.



*"Lo que se dice, se hace."*

Thank you so much for allowing us to serve your stakeholders. Know that we are humbled by the opportunity.

**APPROVED**

Dr. José Medina: Educational Solutions

Signature Dr. José Medina

Print Name Dr. José Medina

Title CEO

Date June 13, 2019

**ACCEPTED**

Mt. Diablo Unified School District

Mt. Diablo Unified School District warrants that the person who is signing this Agreement on behalf of the Mt. Diablo Unified School District is authorized to do so and to execute all other documents necessary to carry out the terms of this Agreement.

Signature Jennifer Sachs  
Jennifer Sachs

Print Name \_\_\_\_\_

Title Executive Director, Instructional Support

Date June 27, 2019

R117525



THE HARTFORD  
BUSINESS SERVICE CENTER  
3600 WISEMAN BLVD  
SAN ANTONIO TX 78251

June 17, 2019

Mt. Diablo Unified School District  
1936 CARLOTTA DR  
CONCORD CA 94519-1358

**Account Information:**

<b>Policy Holder Details :</b>	DR JOSE MEDINA EDUCATIONAL SOLUTIONS LLC
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**Contact Us**

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Business Service Center  
**Business Hours:** Monday - Friday  
(7AM - 7PM Central Standard Time)  
**Phone:** (888) 242-1430  
**Fax:** (888) 443-6112  
**Email:** [agency.services@thehartford.com](mailto:agency.services@thehartford.com)  
**Website:** <https://business.thehartford.com>

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,  
Your Hartford Service Team





R117525

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
Dr. José Medina Educational Solutions

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.  
5005 Cedar Croft Drive

**6** City, state, and ZIP code  
Bethesda, MD 20814-3952

**7** List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

			-				-				
--	--	--	---	--	--	--	---	--	--	--	--

or

**Employer identification number**

8	2	-	3	4	0	1	5	5	4
---	---	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**    Signature of U.S. person ▶ *José Medina*    Date ▶ January 6, 2020

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.