

**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 1 day of September, by and between the Mt. Diablo Unified School District (hereinafter "District") and National University JFK School of Psychology (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 5 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 \$ 0.00 for Services.  
The basis of the fee for Services shall be as follows:  
a. \$ N/A per hour,      b. \$ N/A per day, or      c. \$ 0.00 per engagement.

_____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____	\$ _____
_____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____	\$ _____
_____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____	\$ _____

**BUDGET CODE(S)**

**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 09/01/2021. 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. Upon termination of this Agreement, District will compensate Contractor only for services satisfactorily rendered to the date of termination.

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 B** 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 (with aggregate limit no less than **\$4,000,000**). **EXCEPTION:** Contracts of less than \$7,500 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. **Other Coverages When Applicable:**

Purchase Requisition # \_\_\_\_\_

- a. **Professional Liability/Errors & Omissions Liability:** \$1,000,000/occurrence, \$2,000,000/aggregate.
- b. **Sexual Abuse and Molestation Coverage:**
- c. **Cyber Insurance:**
- d. **Other:**

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.

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 (note, a waiver for one type of insurance does not constitute waiver for all):

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

Other: \_\_\_\_\_

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 or  
his 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. Limitation of District Liability. Other than as provided in this Agreement, District’s financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District 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.
- 11. 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,

Purchase Requisition # \_\_\_\_\_

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

Bus. Name: National University JFK School of Psychology  
Attn: Timothy Ford, MA, LMFT, Executive Director  
Address: 100 Ellinwood Way  
Pleasant Hill, CA 94564  
Phone: 925-969-3424  
Fax: \_\_\_\_\_  
Email: tford@nu.edu  
Tax ID #: 23-7172306

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

- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. Equal Employment Opportunity. It is the policy of the District that, in connection with all work performed under District agreements, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition and therefore the Contractor agrees to comply with applicable federal and state laws. In addition, the Contractor agrees to require like compliance by all subcontractors employed on the work.

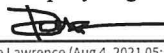
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

MT. DIABLO UNIFIED SCHOOL DISTRICT

National University JFK School of Psychology

Name of Company/Organization or Independent Contractor/Consultant

By: \_\_\_\_\_  
Signature of Principal/Budget Administrator Date

By:  Aug 4, 2021  
Dave Lawrence (Aug 4, 2021 05:19 PDT)  
Signature of Contractor/Consultant Date

Title: Stephanie Roberts Director Partnerships & A  
Print Name and Title

Title: Dave Lawrence, Vice Chancellor of Finance  
Print Name and Title

Purchase Requisition # \_\_\_\_\_

Authorized and Approved by:

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

\_\_\_\_\_  
Date

**Prior to commencement of service, sign and forward completed original contract packet to Purchasing.**

Willow Creek Center

\_\_\_\_\_  
Originator's Signature

\_\_\_\_\_  
Date

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

Stephanie Roberts Director Partnerships & MTSS

\_\_\_\_\_  
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>Purchasing with Purchase Order</i>
<i>copy:</i>	<i>Contractor</i>
<i>copy:</i>	<i>Accounts Payable/Fiscal</i>
<i>copy:</i>	<i>Originator/Budget Administrator</i>



## 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 (NOTE THAT ALL PAYMENTS ARE GENERATED FROM AN INVOICE).**

National University JFK School of Psychology Counseling Interns

#### Definitions

Counselors, for the purposes of this Agreement, are defined as graduate students in practicum from NU and other universities, as well as volunteer pre-licensed clinicians (e.g. Associate MFTs), hired as volunteers by NU. Each counselor is clinically supervised by a licensed clinician, hired by NU, who has been licensed for at least two years.

Counseling services include and are not limited to, providing individual, group, or family therapy, classroom observations, consultations/collateral meetings with school staff, parents and/or other helping professionals. Group and individual sessions will typically last 45-50 minutes. Counselors will carry a minimum caseload of 5 face-to-face or virtual student hours per week, per unit of service. This includes individual, family, and group sessions. The maximum number of student hours varies between each counselor. It is dependent upon their time/scheduling constraints and the amount of clinical supervision they are able to receive

Participating schools include:

- College Park High
- Pleasant Hill Middle
- Valley View Middle
- Sequoia Middle
- Gregory Gardens Elementary
- Strandwood Elementary

## EXHIBIT "B"

### *Contractor REQUIRED to Complete*

## FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION

Name of Contractor:	National University JFK School of Psychology
Services to be performed under the Agreement:	Counseling Services
School(s) and Specific Location(s) where services will be performed:	College Park High, Pleasant Hill Middle, Valley View Middle, Sequoia Middle, Elementary Schools <u>Sstrandwood &amp; Gregory Gardens</u>
Term of Agreement:	9/1/2021-7/31/2022

***Check the applicable box(es) and fill in any blanks.***

1	<input checked="" type="checkbox"/>	The Contractor hereby certifies that it has completed the criminal background check requirements of Education Code (EC) section 45125.1 and that none of its employees that may come into contact with District students have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c). The following employees have successfully completed fingerprinting and criminal check clearance in accordance to law: (attach and sign additional pages, as needed)
2	<input type="checkbox"/>	The Contractor hereby certifies that its employees/subcontractors will have NO CONTACT with pupils. (No school-site services will be provided.)
3	<input type="checkbox"/>	The Contractor hereby certifies it qualifies for a waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation for the following reason: Contractor and its employees/subcontractors will have LIMITED CONTACT with pupils. (Attach and sign additional page(s) with information about length of time on school grounds, proximity of work area to pupil areas; whether Contractor/its employees will be working by themselves or with others, whether Contractor will be under continued monitoring/surveillance by a District employee (provide name and title of District employee) and any other factors that substantiate limited contact.) [EC 45125.1 (c)]

Certification by Contractor

"I certify under penalty of perjury that the information provided herein is true and accurate. I further acknowledge that during the term of my Agreement with the District, if I learn of additional information which differs from the responses provided above, I promise to forward this additional information to the District immediately."

  
Dave Lawrence (Aug 4, 2021 05:19 PDT)  
 Authorized Contractor Signature

**Dave Lawrence**                      Aug 4, 2021  
 \_\_\_\_\_  
 Print Name                                      Date



# JFK SCHOOL OF PSYCHOLOGY

## Office of Professional Training

### Community-Based Counseling Services Agreement

#### Exhibit C: Compensation and Payment

Services performed in accordance with this agreement will be funded by a third-party payer as detailed in this exhibit.

#### Compensation Terms:

JFK SOP, National University has received an endowment from Michael Harris to fund mental health services in up to 6 Pleasant Hill Schools in the Mount Diablo Unified School District. University will make best efforts to provide services to Affiliate at a rate of \$6,000.00 per unit of service. Michael Harris Endowment (third party payer) will cover the cost of the units of service that were fulfilled according to the payment schedule below.

Affiliate may request additional units of service at the same rate via email to University Representative.

**Agreement Term: September 1, 2021 – July 31, 2021**

#### Itemization of Cost per Unit of Service Requested

Affiliate Location	Units of Service	Total Cost
College Park High School	1	\$6,000.00
Pleasant Hill Middle School	1	\$6,000.00
Valley View Middle School	1	\$6,000.00
Sequoia Middle School	1	\$6,000.00
<i>Gregory Gardens</i> Elementary School	1	\$6,000.00
<i>Strandwood</i> Elementary School	1	\$6,000.00

#### Payment Schedule:

Payment Order	Service Dates	Amount Due	Invoice Sent By	Payment Due By
Payment	9/1/2021-7/31/2022	\$36,000.00	July 1	July 31





# JFK SCHOOL OF PSYCHOLOGY

---

## Office of Professional Training

### Community-Based Counseling Services Agreement

#### EXHIBIT D

#### School/College-Based Programs

#### Description of Services and Responsibilities of Each Party

##### Definitions

**Counselors**, for the purposes of this exhibit, are defined as graduate students in the clinical experience practicum from JFKU and other universities, as well as volunteer pre-licensed clinicians (e.g., Associate MFTs), hired as volunteers by JFKU Office of Clinical Training (“UNIVERSITY”). Each Counselor is clinically supervised by a licensed clinician, hired by UNIVERSITY, who has been licensed for at least two years.

**Counseling services** include and are not limited to, providing individual, group, or family therapy, classroom observations, consultations/collateral meetings with school staff, parents and/or other helping professionals. Group and individual sessions will typically last 45-50 minutes. Student-Counselors will carry a minimum caseload of 5 face-to-face Student hours per week, per unit of service. This includes individual, family and group sessions. The maximum number of Student hours varies between each Student-Counselor. It is dependent upon their time/scheduling constraints and the amount of clinical supervision they are able to receive.

**Point of Contact (“POC”)** is the person at the Mt. Diablo Unified School District (“Affiliate”) that will be available to the UNIVERSITY representative (“PROGRAM Representative”) and Student-Counselors for questions and concerns regarding the School/College-Based Program (PROGRAM) placement.

**Students** are the Students of the Affiliate who are referred by the Affiliate to the Student-Counselor(s) and will receive counseling services from the assigned Student-Counselor(s).

**Unit of service** is defined as 6 hours of counseling services at Affiliate each week for the duration of this Agreement.

#### Responsibilities of University and Affiliate

##### Both Parties agree that:

- This Agreement is mutually beneficial, in that it allows Counselors to gain experience towards graduation and licensure in their respective fields through providing mental health services to the Students of Affiliate.
- Best efforts will be made to place the requested amount of Counselors within a reasonable time after the Effective of this Agreement.
- UNIVERSITY will not be liable for any damages resulting from the Affiliate’s failure to ensure placement of Counselors within a reasonable time after the Effective Date of this Agreement.
- UNIVERSITY will pro-rate its fee for services if Counselors are not placed within thirty (30) days after the start date of this Agreement due to any delay caused by UNIVERSITY.
- UNIVERSITY will not charge a fee for any requests of Counselors from the school that were not fulfilled by UNIVERSITY.
- UNIVERSITY will uphold confidentiality standards and will not share any Student related written documentation that contains Student identifying information.



# JFK SCHOOL OF PSYCHOLOGY

---

## Office of Professional Training

### Community-Based Counseling Services Agreement

#### **UNIVERSITY:**

- Will provide a PROGRAM Representative who will be available to the Affiliate liaison and Affiliate's POCs for coordination purposes and questions regarding the PROGRAM and the Counselors assigned to their schools.
- Will provide specialized training orienting Counselors to the school culture and the roles and responsibilities of school personnel at the school site, and clinical issues that often arise in schools.
- Upon request by the Affiliate, may provide a utilization summary including any of the following information:
  - number of Students referred for counseling services
  - number of Students who received counseling services
  - the top four reasons for referral for counseling
  - ethnicity and gender of Student population who received counseling services

#### **University Counselors:**

- Will obtain a minimum of 5 face-to-face hours with Students per week contingent upon the Affiliate's ability to refer a reasonable amount of Students.
- Will not miss more than two days of scheduled service per contract terms lasting less than 8- 9 months and no more than 4 days of scheduled service per contract terms lasting 10-12 months. If more than the allotted days are missed, the Counselor(s) will make best efforts to make up the day. School holidays and breaks will not be considered missed days.
- Will learn Affiliate policies and practices (promotion and retention, delivery of service for special needs Students, etc.).
- Will learn the Affiliate's profile, background of Student population, and Student needs.
- Will become familiar with their assigned schools and surrounding community's resources for Students.
- Will demonstrate sensitivity and cross-cultural competence when working with Students and families from diverse ethnic, economic, and cultural backgrounds.
- Will work collaboratively with professionals from various disciplines (e.g. teachers, school administrators, psychologists, social workers, etc.) to support Students' overall school success.
- Will assist Students and their families to access health, mental health, and/or support services available within the Affiliate and in the community when clinically appropriate.
- Will obtain the appropriate written consent to provide services for any and all Student's served.
- Will only be permitted to provide therapy to Students who are dependent adults or under the age of 18 after they have obtained the appropriate written consent of the parental/guardian, except in situations where a minor may legally and ethically consent for their own treatment.
- Will follow professional and ethical guidelines, school policies and procedures, and State and Federal law pertaining to providing therapy in a school setting.
- Will follow professional and ethical guidelines and State and Federal law pertaining to Student confidentiality. Information about a particular Student can and will only be shared with third parties if the Student provides written consent to exchange information with a specific third party. As a stipulation of receiving counseling services, Students will sign a Consent for Exchange of Information to share information with the Affiliate. However, Counselors will only share information verbally when it is in the best interest of the Student. The type of information shared will usually pertain to goals and progress in treatment and relevant emergency information.
- Will immediately notify the POC, the Counselor's supervisor and PROGRAM Representative in the event that an urgent or emergency circumstance is encountered by a Counselor, (i.e. call to police, hospitalization evaluation, safety concerns, etc.).





# JFK SCHOOL OF PSYCHOLOGY

---

## Office of Professional Training

### Community-Based Counseling Services Agreement

**Affiliate:**

- Will make best efforts to refer a reasonable amount of Students to the Counselor(s) in order to maintain a minimum caseload of 5 face-to-face hours with Students per week, per unit of service by the end of the Counselor's second month placed at that site.
- Will provide the Counselor with a POC that they can refer to for questions and in case of emergency. The POC will also be available to coordinate with the program Representative in order to ensure needs for both the Affiliate and UNIVERSITY are being met.
- Will give each Counselor an orientation to the Affiliate culture and the roles and responsibilities of personnel at the assigned school site.
- Will provide the Counselor with a room that will be uninterrupted while a Student is in session to protect Student confidentiality. The Affiliate will inform UNIVERSITY of the days of the week they will have room on campus for Counselors to conduct therapy.
- Will provide the Counselor with a UNIVERSITY Referral Form for each Student referred to therapy.
- POC will complete an end-of-contract term evaluation of the program upon request of UNIVERSITY.

## ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT

THIS ADDENDUM TO AGREEMENT is made contemporaneously, by and between the Mt. Diablo Unified School District (hereinafter "District") and John F Kennedy School of Psychology at National University (hereinafter "Contractor") as follows:

A. Paragraph 7. Indemnification. This paragraph is deleted and replaced by the following language:

Neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole intentional, willful, wanton, reckless or negligent conduct in each respective performance under this Agreement.

B. Paragraph 8. Insurance. This paragraph is deleted and replaced by the following language:

Insurance. Each party 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 this Agreement and the work hereunder and the results of that work by the Contractor, its 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 other party. Self-insured retention (SIR) up to \$250,000 is permitted.

Coverage shall be at least as broad as:

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.

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.

Professional Liability/Errors & Omissions Liability, if applicable: \$1,000,000 per occurrence.

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

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

Additional Insured Status. Each party, 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 the performance of the Agreement and the 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 its performance under this Agreement and the work or operations performed by or on behalf of the Contractor, 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 other party.

C. Paragraph 13. Attorneys' Fees. This paragraph is amended by adding the following language as the first two sentences and maintaining the remainder of the paragraph:

Dispute Resolution and Attorneys' Fees - Should a dispute arise, the Parties agree initially to attempt in good faith to resolve the dispute amicably. If such dispute cannot be resolved within thirty (30) days (or as may be extended by mutual agreement), either party shall be entitled to pursue any remedies that may be available to it at law or in equity.

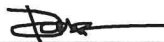
D. New Paragraph 15. Nondiscrimination. The Parties agree not to discriminate against any employee or student in the performance of work under this Agreement or the Services based on race, color, religion, sex, ancestry, age, national origin or disability (as defined in The Americans with Disabilities Act of 1990, 42 USC 12101, et seq. and any regulation promulgated thereunder) or any other unlawful basis.

E. New Paragraph 16. FERPA. District and Contractor acknowledge that both Contractor and the District are entities that are subject to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"). Each party acknowledges that it remains responsible for its obligations under FERPA. Each party also acknowledges that the other party may receive confidential student information subject to FERPA under this Agreement and affirms that each party is permitted to receive such information under 34 C.F.R. § 99.31(a) as a "party" that is "subject to the requirements of §99.33(a) governing the use and redisclosure of personally identifiable information from education records". Each party agrees that it will comply with FERPA, including the requirements of 34 C.F.R. 99.33(a), and will not disclose or use any confidential student information except to the extent necessary to carry out its obligations under this Agreement and as permitted by FERPA.

DISTRICT:

---

CONTRACTOR:

  
Dave Lawrence (Aug 4, 2021 05:19 PDT)

---

GL1-12945

CO

**CERTIFICATE OF COVERAGE**

07/14/2021

**Public Risk Innovation,  
Solutions, and Management**

C/O ALLIANT INSURANCE SERVICES, INC.  
PO BOX 6450  
NEWPORT BEACH, CA 92658-6450

PHONE (949) 756-0271 / FAX (619) 699-0901  
LICENSE #0C36861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED **A- Public Risk Innovation, Solutions, and Management**

**Member:**

MT. DIABLO UNIFIED SCHOOL DISTRICT  
ATTN: OFFICE OF GENERAL COUNSEL  
1936 CARLOTTA DRIVE  
CONCORD, CA 94519

COVERAGE AFFORDED **B**

COVERAGE AFFORDED **C**

COVERAGE AFFORDED **D**

**Coverages**

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	<input checked="" type="checkbox"/> Excess General Liability	PRISM PE 21 EL-88	07/01/2021	07/01/2022	\$1,000,000
	<input checked="" type="checkbox"/> Auto Liability				\$1,000,000
					Limits inclusive of the Member's Self-Insured Retention of \$250,000

**Description of Operations/Locations/Vehicles/Special Items:**

AS RESPECTS EVIDENCE OF COVERAGE BETWEEN MT. DIABLO UNIFIED SCHOOL DISTRICT AND NATIONAL UNIVERSITY'S JOHN F. KENNEDY SCHOOL OF PSYCHOLOGY FOR COUNSELING SERVICES.

AMENDED CERTIFICATE CANCELS AND REPLACES CERTIFICATE DATED 6/25/2021

**Certificate Holder**

NATIONAL UNIVERSITY'S JOHN F. KENNEDY  
SCHOOL OF PSYCHOLOGY  
100 ELLINWOOD WAY  
PLEASANT HILL, CA 94553

**Cancellation**

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Gina Dear*

Public Risk Innovation, Solutions, and Management

WC-2142	<b>CERTIFICATE OF COVERAGE</b>	07/14/2021
---------	--------------------------------	------------

**PUBLIC RISK INNOVATION,  
SOLUTIONS, AND MANAGEMENT**

**C/O ALLIANT INSURANCE SERVICES, INC.**  
**PO BOX 6450**  
**NEWPORT BEACH, CA 92658-6450**  
 PHONE (949) 756-0271 / FAX (619) 699-0901  
 LICENSE #0C36861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER

IMPORTANT: If the certificate holder is requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED BY: **A - See attached schedule of insurers**

**Member:**  
 MT. DIABLO UNIFIED SCHOOL DISTRICT  
 ATTN: OFFICE OF GENERAL COUNSEL  
 1936 CARLOTTA DRIVE  
 CONCORD, CA 94519

COVERAGE AFFORDED BY: **B**

COVERAGE AFFORDED BY: **C**

COVERAGE AFFORDED BY: **D**

**Coverages**  
 THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE AND POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS AND POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS AND POLICIES.

CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	WORKERS' COMPENSATION & EMPLOYERS' LIABILITY	See attached Schedule of Insurers for policy numbers	07/01/2021	07/01/2022	WORKERS' COMPENSATION: Statutory  EMPLOYERS' LIABILITY: \$5,000,000

**LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.**

**Description of Operations/Locations/Vehicles/Special Items:**  
 AS RESPECTS EVIDENCE OF COVERAGE BETWEEN MT. DIABLO UNIFIED SCHOOL DISTRICT AND NATIONAL UNIVERSITY'S JOHN F. KENNEDY SCHOOL OF PSYCHOLOGY FOR COUNSELING SERVICES.

**Certificate Holder**

NATIONAL UNIVERSITY'S JOHN F. KENNEDY  
 SCHOOL OF PSYCHOLOGY  
 100 ELLINWOOD WAY  
 PLEASANT HILL, CA 94553

**Cancellation**  
 SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGE/POLICIES BE CANCELLED BEFORE THE EXPIRATION THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE/POLICIES PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Gina Dean*

Public Risk Innovation, Solutions, and Management

**PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT  
 EXCESS WORKERS' COMPENSATION PROGRAM  
 2021/2022 SCHEDULE OF INSURERS  
 MT. DIABLO UNIFIED SCHOOL DISTRICT**

PROVIDER	POLICY NUMBER	LIMIT
Public Risk Innovation, Solutions, and Management	PRISM PE 21 PWC-28	Workers' Compensation and Employers Liability: \$125,000 each accident/each employee for disease
Public Risk Innovation, Solutions, and Management	PRISM PE 21 EWC-119	Workers' Compensation and Employers Liability: \$2,375,000 each accident/each employee for disease in excess of \$125,000
Safety National Casualty Corporation	SP 4064889	Workers' Compensation: Statutory each accident/each employee for disease in excess of \$2,500,000  Employers Liability: \$2,500,000 each accident/each employee for disease in excess of \$2,500,000



# 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.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>SYSTEM MANAGEMENT GROUP</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above</p>	
	<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC     <input checked="" type="checkbox"/> C Corporation     <input type="checkbox"/> S Corporation     <input type="checkbox"/> Partnership     <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> 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 <b>not</b> 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.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>11355 NORTH TORREY PINES ROAD</b></p> <p><b>6</b> City, state, and ZIP code <b>LA JOLLA, CA 92037</b></p>	<p><b>7</b> List account number(s) here (optional)</p> <p>Requester's name and address (optional)</p>

## 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.

<b>Social security number</b>									
or									
<b>Employer identification number</b>									
2	0	-	1	2	6	9	9	0	4

## Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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.

<b>Sign Here</b>	<p>Signature of U.S. person ▶ </p> <p style="font-size: small;">Dave Lawrence (Jun 27, 2020 09:42 PDT)</p>	<p>Date ▶ <b>Jun 27, 2020</b></p>
------------------	--	-----------------------------------

## 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.*