ALAMEDA UNIFIED SCHOOL DISTRICT Excellence & Equity For All Students

Professional Services Agreement

This Agreement is entered into between the Alameda Unified School District (AUSD) and (CONTRACTOR). AUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, account, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. Services. The CONTRACTOR shall provide the following services:

Two behaviorists serving as Para Supervisors to support Elementary Learning Hubs at Paden and Ruby Bridges for 4.5 hours/day. When the elementary flexible model opens on March 8 (tentative date), these technicians will support Secondary Learning Hubs at AHS.

Terms. The term of this agreement shall be 2/22/21 (or the day immediately following approval by an executive cabinet member if the aggregate amount CONTRACTOR contracted with AUSD is below \$96,700 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$96,700, whichever is later) to 6/3/21 . The work shall be completed no later than 6/15/21 .

3. Compensation. Check one of the following boxes:

This sum shall be for full performance of this Agreement and includes fees, costs, and expenses incurred by CONTRACTOR including, but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

- 3.1.1 CONTRACTOR is providing services for a flat fee which shall not exceed \$_____
- **3.1.2** CONTRACTOR will be compensated at an hourly rate. Contractor will provide a maximum of hours of service at a rate of $\frac{121.00}{121.00}$ per hour for a total not to exceed $\frac{84,942.00}{1200}$.
- 3.1.3 □ Other:

AUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred or equipment, materials or supplies used by CONTRACTOR in performing services for AUSD, except as follows:

which shall not exceed a total cost of \$_____

Payment for the work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to AUSD for work actually completed and after AUSD's written approval of the work, or the portion of the work for which payment is to be made.

The granting of any payment by AUSD or the recipient thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by District and in that case must be replaced by CONTRACTOR without delay.

4. Strategic Alignment. Check one of the following boxes:

- 4.1 C School-based Agreements: How does this service support your academic goals and increase student achievement as described in the Board-approved School Site Plan?
- **4.2** Central Office Agreements: How does this service support the overall strategic goals of the department and increase student achievement? Supervisors will guide paraprofessionals in their support of students in Learning Hubs.
- 5. Conduct of Contractor. CONTRACTOR will adhere to the following staff requirements and provide AUSD with evidence of staff qualifications, prior to commencing the work under this Agreement and consistent with invoicing requirements outlined in Section 9, which include:

5.1 Tuberculosis Screening. Check one of the following boxes:

- **5.1.2** Agency requires all employees or subcontractors to complete TB testing and maintains current records accessible to AUSD upon request.
- **5.1.3 Waiver of TB Screening.** CONTRACTOR is not required to provide evidence of TB Clearance because CONTRACTOR will not work directly with students on more than an occasional basis.

(CONTRACTOR initials)

____(District Representative initials)

5.2 Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by AUSD or acting as independent contractors of CONTRACTOR, who may have contact with AUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code Section 45122.1. CONTRACTOR further certifies that it has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviewed subsequent arrest records for all Employees who may come into contact with AUSD pupils in providing services to the District under this Agreement."

- **5.2.1** Fingerprint Clearance will be completed through the AUSD Human Resources Department prior to starting work.
- **5.2.2** Agency requires all employees or subcontractors to complete fingerprinting and maintains current records accessible to AUSD upon request.

(CONTRACTOR initials)

(District Representative initials)

- **5.3 Removal of CONTRACTOR's Employee(s).** In the event that AUSD, in its sole discretion, at any time during the term of this Agreement, desires the removal of any CONTRACTOR related persons, employee, representative, or agent from an AUSD school site and/or property, CONTRACTOR shall immediately upon receiving notice from AUSD of such desire, cause the removal of such person or persons.
- 6. Insurance. CONTRACTOR will provide AUSD with evidence of the following insurance coverage prior to commencing the work under this Agreement:
 - 6.1 Workers' Compensation Insurance. Check one of the following boxes. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check only one of the boxes below:

- The CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and will provide AUSD proof of coverage before commencing the performance of the work of this Agreement. *CONTRACTOR acknowledgement
- □ The CONTRACTOR does not employ anyone in the manner subject to the Worker' Compensation laws of California.
- 6.2 General Liability Insurance. CONTRACTOR shall maintain general liability insurance, including automobile coverage when applicable, with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to AUSD and shall name AUSD as an additional insured through endorsement. Inclusion of AUSD as an additional insured shall not affect AUSD's right to a claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. CONTRACTOR will provide AUSD proof of coverage naming

* CONTRACTOR acknowledgement 🖉

- 6.3 Professional Liability Insurance. If CONTRACTOR is offering AUSD professional advice under this Agreement, CONTRACTOR shall maintain errors and omissions insurance or professional liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.
 - 6.3.1 Waiver of Professional Liability Insurance. CONTRACTOR is not required to maintain professional liability insurance. Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand. _____ (CONTRACTOR initials)
 - _ (District Representative initials)
- Notices. All notices provided for under this Agreement shall be in writing and either personally delivered during 7.

normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

AUSD Representative:	CONTRACTOR:
Name: Kirsten Zazo	Name:
E-mail: kzazo@alamedaunified.org	Title: A.J. Schreiber, CEO
Site/Dept: Student Support Services	Address: <u>1</u> University Plaza Dr Suite 500
Address: 2060 Challenger Dr. Alameda, CA 94501	Hackensack, NJ 07601
Phone: (510) 337-7095	Email: aj.schreiber@juvobh.com

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change in address.

- Invoicing. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to AUSD. All amounts 8. paid by AUSD shall be subject to audit by AUSD.
 - 8.1 Invoices shall be emailed directly to accountspayable@alamedaunified.org or mailed to Attn: Accounts Payable at 2060 Challenger Drive, Alameda, CA 94501. Invoice shall include but not be limited to: consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, and total payment requested.
- Licenses and Permits. CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the 9. performance of this Agreement.

10. Contractor Qualifications / Performance of Services.

- 10.1 Contractor Qualifications. CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply.
- 10.2 Standard of Care. CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of AUSD. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

- 11. Status of Contractor. This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR certifies that s/he performs work that is outside the usual course of the District's business. CONTRACTOR further certifies s/he is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of AUSD, and are not entitled to benefits of any kind or nature normally provided employees of AUSD and/or to which AUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work. AUSD's interest is only in the results obtained.
- **12.** Assignment. The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of AUSD.
- 13. Anti-Discrimination. It is the policy of AUSD that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and AUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractors. Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, or sexual orientation.
- 14. Drug-Free/Smoke Free Policy. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on AUSD property. No students, staff, visitors, CONTRACTORs, or subcontractors are to smoke or use drugs or alcohol on these sites.
- 15. Indemnification. CONTRACTOR agrees to hold harmless, indemnify, and defend AUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend AUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of the Agreement. This provision survives termination of this Agreement.
- 16. Copyright/Trademark/Patent/Ownership. CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of AUSD and cannot be used without AUSD's express written permissions. AUSD shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of AUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork,

copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes, or any other original works of authorships, or other documents prepared by CONTRACTOR or its subcontractors in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of AUSD.

- 17. Waiver. No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
- 18. Termination. AUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. AUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, AUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, AUSD may secure the required services from another contractor. If the cost to AUSD exceeds the cost of providing the services pursuant to the Agreement, CONTRACTOR shall pay the additional cost.
- **19.** No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- **20.** AUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors. AUSD may evaluate the CONTRACTOR's work in any way that AUSD is entitled to do so pursuant to applicable law. The AUSD's evaluation may include, without limitation:

20.1 Requesting that AUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.

20.2 Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

- 21. Limitation of AUSD Liability. Other than as provided in this Agreement, AUSD'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 AUSD 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.
- 22. Confidentiality. CONTRACTOR and all personnel designated by CONTRACTOR to perform under this Agreement shall maintain the confidentiality of all information received in the course of performing this Agreement. This requirement shall extend beyond the effective termination or expiration date of this Agreement. In the event CONTRACTOR receives student data protected by the Family Educational Rights and Privacy Act ("FERPA"), Provider shall abide by Education Code section 49073, including the following:(a) Provider shall not use the student data provided, for an unauthorized purpose, transfer the student data to an unauthorized third party, or sell said data (b) Provider shall delete or otherwise dispose of student data in its possession after the termination of services under this Agreement (c) Provider shall undertake reasonable precautions to protect the student data and shall promptly report to the District any unauthorized access to the student data.

- 23. Conflict of Interest. CONTRACTOR shall abide by and be subject to all applicable AUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of AUSD to perform any service by this Agreement. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest be between CONTRACTOR's family, business or financial interest and the services provided under this Agreement. In the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to AUSD's attention in writing. Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of Section 1090 et seq. and Section 87100 et seq, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions, CONTRACTOR agrees it shall notify AUSD of this information.
- 24. Integration/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.
- 25. Litigation. This Agreement shall be performed in Alameda, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 26. Agreement Contingent on Governing Board Approval. The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and/or Executive Cabinet as its designee, and no payment shall be owed or made to CONTRACTOR absent formal approval.
- 27. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.
- **28.** Contract Publicly Posted. This contract, its contents, and all incorporated documents are public documents and will be made available by AUSD to the public online via the Internet.
- 29. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (https://www.sam.gov/).
- **30.** Force Majeure. At the District's discretion, the Parties shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine/shelter in place order, strike, lockout, labor dispute, or any other occurrence which is beyond the control of the parties, when evidence thereof is presented to the other party. The District shall not be responsible for any costs associated with this Agreement while performance is so excused.
- 31. Other. Additional terms attached or edits to must be approved by legal counsel representing AUSD.

	CONTRACTOR Print Name & Title: Adam J. Schreiber, President & CEO	
SITE	CONTRACTOR Signature:	Date: 2/18/2021
I. Sl	SOURCE OF FUNDS Unrestricted Funds (general fund) Donated Funds	Restricted Funds
	Budget Code: 01-6500-0-5760-1190-58	
	Budget Code: Pamela Kazee	Feb 19, 2021
	Pamela Kazee (Feb 19, 2021 13:22 PST) Requesting Administrator ("wet" signature required)	
	1 8	
	The person(s) signing this Agreement on behalf of each party has been given the p	proper authority and empowered to enter into this Agreement.
	FORWARD TO: Business Services for review and processing	
	Human Resource Approval 🗹 Yes 🗖 No	
	- AS	Feb 22, 2021
HR	Timothy 9 win (Feb 22, 2021 09:35 PST)	
	Signature of Human Resource Administrator	Date
	Superintendent, Pasquale Scuderi	
r	□ Chief Human Resources Officer, Tim Erwin	
CABINET	□ Chief Academic Officer, Sara Stone	
ABI	Chief Student Support Officer, Kirsten Zazo	
Ш. (Chief Business Officer, Shariq Khan	
	Kirsten Zazo (Feb 24, 2021 12:11 PST)	Feb 24, 2021
	Signature of Cabinet Member	Date
	BOE Approval Required for Contracts Equal To Or Greater Than \$	596,700:
IV. BOARD	Signature of President, Board of Education	Date

Signature of Secretary, Board of Education

Date

ALAMEDA UNIFIED SCHOOL DISTRICT

Excellence & Equity For All Students

Instructions to Independent Contractors

Contractors who are not corporations should complete this form and submit with other contract documents.

Check all items that are true and correct. Contractor must inform Fiscal Services if business is converted into a corporation.

INDEPENDENT CONTRACTOR STATUS CHECKLIST

(Employee v. Independent Contractor)

Independent Contractor's Name:	STRS member?	□ Yes	🗆 No
	Current AUSD employeeor substitute?	□ Yes	🗆 No

LABOR CODE FACTORS (§ 2750.3) – ALL 3 MUST APPLY

- CONTRACTOR and its workers are free from the control and direction of the District in connection with the performance of the work, both under the contract for the performance of the work and in fact.
- □ The work to be performed by the CONTRACTOR and its workers is outside the usual course of the District's business.
- □ CONTRACTOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed.

IRS COMMON LAW FACTORS:

- □ NO INSTRUCTIONS: The worker will not be required to follow explicit instructions to accomplish the job. AUSD may provide job specifications, however.
- □ NO TRAINING: The worker will not receive training provided by AUSD. The worker will use independent methods to accomplish the work.
- □ **RIGHT TO HIRE OTHERS:** The worker is being hired to provide a result and will have the right to hire others to do the actual work/job.
- **WORK NOT ESSENTIAL TO AUSD:** AUSD's success or continuation does not depend on the services of the worker.
- OWN WORK HOURS: The worker will establish the work hours for the job.
- □ NOT A CONTINUING RELATIONSHIP: The worker will not have a continuing relationship with AUSD. If the relationship is frequent, it will be at irregular intervals, or call (no full-time), or whenever work is available.
- □ **CONTROL OF ASSISTANTS:** If assistants are hired, it will be at the worker's sole discretion. The worker will be responsible for hiring, supervising, and paying those assistants.
- **TIME TO PURSUE OTHER WORK:** The worker will have time to pursue other gainful work.
- □ **JOB LOCATION:** The worker will control the job location if work is performed on AUSD's premises; AUSD will not direct or supervise the work.
- **ORDER OF WORK:** The worker will determine the order and sequence in which the job will be performed.
- **BASIS OF PAYMENT:** The worker will be paid by the job or project, not by actual time expended. Periodic payments may

be made, though, based on a percentage of the completed job. Also, overall compensation may be based on the projected number of days/hours needed to do the job times a fixed daily/hourly rate. However, this compensation will be set in advance of the job.

- **WORK FOR MULTIPLE FIRMS:** The worker may work for more than one firm or agency at a time.
- **BUSINESS EXPENSES:** The worker will be responsible for incidental or special business expenses.

OWN TOOLS/EQUIPMENT: The worker will furnish the tools/equipment needed for the job. If AUSD leases equipment to the worker, the terms will be equivalent to what an independent business person could have obtained in the open market.
 SIGNIFICANT INVESTMENT: The worker can perform services without hiring AUSD's facilities (equipment, office furniture, machinery, etc.). The worker's investment in his/her trade is real, essential, and adequate.

SERVICES AVAILABLE TO GENERAL PUBLIC: The worker makes his/her services available to the general public by

(check one or more):

- Having an office and assistants
- Advertising his/her services (e.g., business cards, letterhead, telephone book, other)
- Having business signs
- Having a business license
- Listing services in a business directory
- o Other
- o (Attached copies of business license, business cards, letterhead, advertisements)
- **POSSIBLE PROFIT OR LOSS:** The worker can make a profit or a loss (check one or more):
 - The worker hires, directs, and pays assistants
 - o The worker has his/her own office, equipment, materials, or facilities
 - The worker has continuing and recurringliabilities
 - The worker has agreed to perform specific jobs for prices agreed upon in advance
 - The worker's services affect his/her own business reputation
- □ **LIMITED RIGHT TO DISCHARGE:** The worker cannot be fired so long as a result is produced which meets the contract specifications.

□ NO COMPENSATION FOR NON-COMPLETION: The worker is responsible for the satisfactory completion of the job and is not entitled to compensation in case of non-completion.

□ NO INTERIM REPORTS: The worker is hired for the final result, and therefore, the worker will be asked for progress or interim reports. (Note: Reports which are defined in the Independent Contractor Agreement as an expected final result of the agreement or which are required by state or federal law are part of the services contracted for and are not considered "interim" or "progress" reports.)

(contractor's printed name), certify that all the statements as checked above are

true and correct according to the best of my knowledge.

I,

Signature: _____

► Go to www.irs.gov/FormW9 for instructions and the latest information.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.								
	Ed Supports, LLC								
	2 Business name/disregarded entity name, if different from above								
_	Juvo Autism + Behavioral Health Services								
s on page 3	 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of following seven boxes. Individual/sole proprietor or C Corporation S Corporation Partnership Trust/essingle-member LLC 	certain entities, not individuals; see instructions on page 3):							
type	∠ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)								
Print or type. Specific Instructions	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not a LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the L another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LL is disregarded from the owner should check the appropriate box for the tax classification of its owner.	LC is code (if any)							
ecifi	☐ Other (see instructions) ►	(Applies to accounts maintained outside the U.S.)							
		name and address (optional)							
See	1 University Plaza, Suite 500								
	6 City, state, and ZIP code								
	Hackensack, NJ 07601								
	7 List account number(s) here (optional)								
Par	Taxpayer Identification Number (TIN)								
Enter backu eside entitie	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid up withholding. For individuals, this is generally your social security number (SSN). However, for a ent alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other es, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>	cial security number							
TIN, la Note:	<u></u>	plover identification number							

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.

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.

Sign Here	Signature of U.S. person ►	0	1	g'	Date ►	8/17/2020
•						

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*.

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)

2 0

8 5

6 6 2

8 3

- 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/09/2021

THIS CERTIFICATE IS ISSUED AS A MA CERTIFICATE DOES NOT AFFIRMATIVE BELOW. THIS CERTIFICATE OF INSUR REPRESENTATIVE OR PRODUCER, AN	LY OI ANCE D THE	R NEO DOE CEF	GATIVELY AMEND, EXTEN S NOT CONSTITUTE A CO RTIFICATE HOLDER.	ND OR A	ALTER THE C CT BETWEE	OVERAGE AN THE ISSUI	AFFORDED BY THE POL NG INSURER(S), AUTHO	CIES RIZED	
IMPORTANT: If the certificate holder is If SUBROGATION IS WAIVED, subject to this certificate does not confer rights to	the t	erms	and conditions of the po	licy, ce	rtain policies				
PRODUCER				CONTA		Padula			
The Hilb Group New England, LLC				NAME: PHONE (A/C, No	,		FAX (A/C, No):	(888) 5	05-9300
16 Main Street				A/C, No E-MAIL ADDRE	2024)hilbgroup.com		(000) 0	
							RDING COVERAGE		NAIC #
East Greenwich			RI 02818	INSURE	KA.		Irance Company		36064
INSURED				INSURE	RB: Redwood	d Fire and Cas	ualty Insurance Company		11673
Juvo Holdings, LLC				INSURE	RC:				
1 University Plaza, Suite 500				INSURE	RD:				
Hackensack			NJ 07601	INSURE					
	TIFIO				RF:				
							REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INDICATED. NOTWITHSTANDING ANY REQUI CERTIFICATE MAY BE ISSUED OR MAY PERT, EXCLUSIONS AND CONDITIONS OF SUCH PC	REME AIN, TH	NT, TE HE INS	ERM OR CONDITION OF ANY (SURANCE AFFORDED BY THE	CONTRA E POLICI	ACT OR OTHER	R DOCUMENT \ D HEREIN IS S	WITH RESPECT TO WHICH T	HIS	
INSR	ADDL	SUBR	-	INLDOC	POLICY EFF	POLICY EXP	LIMIT	-s	
LTR TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER		(MM/DD/YYYY)	(MM/DD/YYYY)			0,000
							EACH OCCURRENCE DAMAGE TO RENTED	\$ 100,	
CLAIMS-MADE CCCUR							PREMISES (Ea occurrence)	\$ 10,0	
A	Y		ZZE D324110		07/29/2020	07/29/2021	MED EXP (Any one person)	φ	0,000
							PERSONAL & ADV INJURY	φ.	0,000
GEN'L AGGREGATE LIMIT APPLIES PER:								s inclu	
							PRODUCTS - COMP/OP AGG Employee Benefits	\$ 1,00	
OTHER: AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT	\$ 1,00	
							(Ea accident) BODILY INJURY (Per person)	\$	0,000
OWNED SCHEDULED			ZZE D324110		07/29/2020	07/29/2021	BODILY INJURY (Per accident)	\$	
AUTOS ONLY AUTOS HIRED NON-OWNED					0172072020	0112012021	PROPERTY DAMAGE	\$	
AUTOS ONLY AUTOS ONLY							(Per accident)	\$	
								4.00	0,000
			UHE D324148		07/29/2020	07/29/2021		φ	0,000
	1					••••	AGGREGATE	Ψ	-,
DED RETENTION \$ WORKERS COMPENSATION							Y PER OTH- STATUTE ER	\$	
AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE								\$ 1,00	0,000
B OFFICER/MEMBER EXCLUDED?	N/A		EDWC115712		12/13/2020	12/13/2021	E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE	Ψ	0,000
If ves, describe under								φ ·	0,000
DÉSCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT Each "Wrongful" Act	Ψ	00,000
A Human Services Professional Liability			ZZE D324110		07/29/2020	07/29/2021	Aggregate Limit		00,000
									V
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICL Alameda Unified School District is hereby name insurance is Primary & Non-Contributory, Policy holder all where required by written contract, as	d as a / Aggr	additio egate	nal insured under General Lia is per location, Waiver of Su	ability wi	th respects to j	ob operations		1	
				0.4110					
CERTIFICATE HOLDER				CANC	ELLATION				
Alameda Unified School District 2060 Challenger Dr.			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.) BEFORE		
			C1005.7						
Alameda			CA 94501	<		© 1988-2015	ACORD CORPORATION.	All rig	hts reserved

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Additional Named Insureds

Other Named Insureds

ED Support Services, LLC	Limited Liability Company, Additional Named Insured
Juvo Autism + Behavioral Health Services	Doing Business As
JUVO Behavioral Health of Connecticut, LLC	Additional Named Insured
JUVO Behavioral Health of Massachusetts, LLC	Additional Named Insured
JUVO Behavioral Health of New Jersey LLC	Additional Named Insured

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit				
2.	Additional Insured – Primary and Non-Contributory				
3.	Blanket Waiver of Subrogation	Included			
4.	Bodily Injury Redefined	Included			
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included			
6.	Knowledge of Occurrence	Included			
7.	Liberalization Clause	Included			
8.	Medical Payments – Extended Reporting Period	Included			
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included			
10.	Non-owned Watercraft	51 ft.			
11.	Supplementary Payments Increased Limits				
	- Bail Bonds	\$2,500			
	- Loss of Earnings	\$1000			
12.	Unintentional Failure to Disclose Hazards	Included			
13.	Unintentional Failure to Notify	Included			

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED**:

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:
- "Your work" for the additional insured(s) designated in the contract, agreement or permit;
- (2) Premises you own, rent, lease or occupy; or
- (3) Your maintenance, operation or use of equipment leased to you.
- **b.** The insurance afforded to such additional insured described above:
 - (1) Only applies to the extent permitted by law; and
 - (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
- (4) Will not be broader than coverage provided to any other insured.
- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
 - (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
 - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
 - (4) To any:
 - (a) Owners or other interests from. whom land has been leased which takes place after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The occurrence takes place after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
 - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

 With respect to the insurance afforded to these additional insureds, the following is added to SECTION III – LIMITS OF INSURANCE:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- 1. Required by the contract, agreement or permit described in Paragraph **a.;** or
- **2.** Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2. Additional Insured – Primary and Non-Contributory

The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other insurance:

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when **b.** below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
 - (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of SECTION I COVERAGE A BODILY INURY AND PROPERTY DAMAGE LIABILITY.
- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition **3.** "bodily injury" is replaced by the following:

- **3.** "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".
- 5. Broad Form Property Damage Borrowed Equipment, Customers Goods, Use of Elevators
 - a. SECTION I COVERAGES, COVERAGE A BODILIY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

- b. The following is added to SECTION V DEFINTIONS:
 - 24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.
- **c.** The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. Duties in the Event of Occurrence, Offense, Claim or Suit:

e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

- 8. Medical Payments Extended Reporting Period
 - a. SECTION I COVERAGES, COVERAGE C MEDICAL PAYMENTS, Paragraph 1. Insuring Agreement, subparagraph a.(3)(b) is replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
 - b. This coverage does not apply if COVERAGE
 C MEDICAL PAYMENTS is excluded either
 by the provisions of the Coverage Part or by
 endorsement.
- Newly Acquired Or Formed Organizations
 SECTION II WHO IS AN INSURED, Paragraph
 3.a. is replaced by the following:
 - **a.** Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions, subparagraph g.(2) is replaced by the following:

g. Aircraft, Auto Or Watercraft

- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs 1.b. and 1.d. are replaced by the following:

- **1.b.** Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- **1.d.**All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 6. Representations:

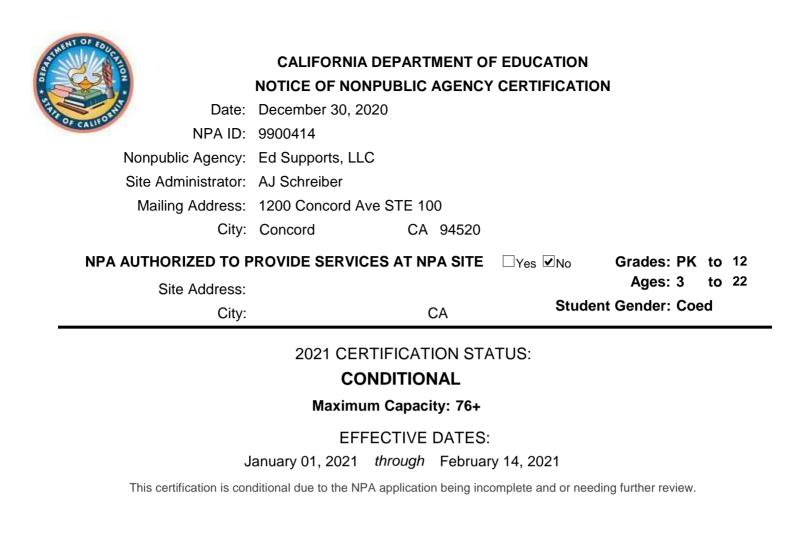
We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. Duties in the Event of Occurrence, Offense, Claim or Suit:

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.



□ Amended

Certification is not an endorsement of the services offered by the nonpublic agency (NPA), but states only that the NPA meets minimum legal standards. "Approved" or "Conditional" certifications authorize the NPA to accept students placed by local educational agencies (LEAs) under California Education Code, Section 56366.

	Authorized to Provide the Following Related Services:							
APE	✓ BII		PCT	SDTI				
AS	CG	🗌 MT	PS*	SW				
🗌 ATS	EE		🗌 PT	🗌 TS	Other Services:			
✓ BID	HNS	□ от	RS	□ VS	*Other than Assessment and IEP Development			

Per California Education Code 56366.4(a)(5)(A), the superintendent may revoke or suspend the certification of a nonpublic, nonsectarian school or agency for any of the following reasons: Failure to notify the department in writing of any of the following within 45 days of the occurrence: changes in credentialed, licensed, or registered staff who render special education and related services; ownership; management; or control of the nonpublic, nonsectarian school or agency.

Focused Monitoring and Technical Assistance VI Unit, Special Education Division