

ALAMEDA UNIFIED SCHOOL DISTRICT

Equity for All Students

Professional Services Agreement

This Agreement is entered into between the Alameda Unified School District (AUSD) and Mercedes Ann Zapata (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:

Contractor will conduct psycho-educational assessments across the district.

2. **Terms.** The term of this agreement shall be 8/15/22 (or the day immediately following approval by an executive cabinet member if the aggregate amount CONTRACTOR contracted with AUSD is below \$99,100 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$99,100, whichever is later) to 12/31/22. The work shall be completed no later than 12/31/22.

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 \$ 100 per hour for a total not to exceed \$ 32,400.00.
- 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 ☐ **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? These services are required to reduce/eliminate the backlog of psycho-educational assessments and keep the district compliant.

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:

- 5.1.1 ☒ TB Clearance will be completed through the AUSD Human Resources Department prior to starting work.
- 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.

5.2.3 ☐ Waiver of Fingerprint Requirement. Waiver of Fingerprint Requirement. CONTRACTOR is not required to comply with section 5.2 because (check which applies):

☐ CONTRACTOR's staff will have no contact or interactions with students outside of the immediate supervision and control of the pupil's parent or guardian or a school employee; or

☐ CONTRACTOR'S services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and CONTRACTOR'S employees shall have only limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to Contractor's services under this Agreement;

_____ (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:

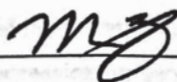
6.1 **Workers' Compensation Insurance.** Check one of the following boxes. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the 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 Workers' 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 must provide insurance documentation prior to the commencement of work.

*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 as they are not offering professional advice. Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

(CONTRACTOR initials)

(District Representative initials)

7. Notices. All notices provided for under this Agreement shall be in writing and either personally delivered during 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:

Name: Randhir Bains

E-mail: rbains@alamedaunified.org

Site/Dept: Special Education, AUSD

Address: 2060 Challenger Dr.,

Alameda, CA 94501

CONTRACTOR:

Name: Mercedes Ann Zapata

Title: Psychologist

Address: 2120 Alameda Ave.,

Alameda, CA 94501

Email: mzapata@berkeley.edu

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.

8. Invoicing. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to AUSD. All amounts 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.

9. Licenses and Permits. CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the 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 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. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might 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.

I. SITE

CONTRACTOR

Print Name & Title:

Mercedes Zapata, Ph.D., L.P. (Psychologist)

CONTRACTOR Signature:

MZ

Date:

8/12/22

SOURCE OF FUNDS

Unrestricted Funds (general fund)

Donated Funds

Restricted Funds



Budget Code:

01-6500-0-5760-1190-5800-040-40-1981Randhir Bains

Randhir Bains (Aug 16, 2022 12:17 PDT)

08/16/2022

Requesting Administrator

Date

The person(s) signing this Agreement on behalf of each party has been given the proper authority and empowered to enter into this Agreement.

FORWARD TO: Business Services for review and processing

II. HR

Human Resource Approval ☒ Yes ☐ NoTimothy C. Win
Timothy C. Win (Aug 16, 2022 12:19 PDT)08/16/2022

Signature of Human Resource Administrator

Date

III. CABINET

- ☐ Superintendent, Pasquale Scuderi
- ☐ Assistant Superintendent of Human Resources, Tim Erwin
- ☒ Assistant Superintendent of Educational Services, Kirsten Zazo
- ☐ Assistant Superintendent of Business Services, Shariq Khan

Kirsten Zazo
Kirsten Zazo (Aug 16, 2022 12:24 PDT)08/16/2022

Signature of Executive Cabinet Member

Date

IV. BOARD

BOE Approval Required for Contracts Equal To Or Greater Than \$99,100:

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:

Mercedes Zapata

Current AUSD employee or 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
 - ☐ Other
 - ☐ (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
 - ☐ The worker has his/her own office, equipment, materials, or facilities
 - ☐ The worker has continuing and recurring liabilities
 - ☐ 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.)

I, Mercedes Zapata (contractor's printed name), certify that all the statements as checked above are true and correct according to the best of my knowledge.

Signature: MZ

ALAMEDA UNIFIED SCHOOL DISTRICT

Excellence & Equity For All Students

Contractor Vaccination Certification

The parties acknowledge that contractors whose staff come onto District property where students are present qualify as "school workers" as defined by the CDPH Public Health Order dated August 11, 2021 and must comply with these legal mandates by October 15, 2021.

By signing below, I certify all employees/staff, including the employees of any subcontractor who will perform work at any AUSD location are either fully vaccinated and have provided Contractor with proof of vaccination or such employees/staff will comply with weekly testing requirements as outlined in the State Public Health Office Order before entering school property.

Records of vaccination verification and testing records will be made available upon AUSD's request.

In addition, Contractor shall at all times remain in compliance with all current District policies and procedures associated with COVID-19 safety. The Contractor agrees to strictly, and without exception, follow all local, state, and federal guidelines regarding human protection from the Coronavirus (the "Guidelines"). The Guidelines to strictly follow are located at various sites, including, but not limited to:

- a) <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
- b) <https://covid19.ca.gov/>
- c) <https://www.acphd.org/>

I acknowledge that this certification, upon receipt by the District, hereby supplements and amends and is hereby incorporated by reference into Contractor's existing contract with the District, and continued compliance with the matters described herein is a condition for continuation of that contract. I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind the Contractor to all provisions and items included in this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Executed this 12 day of August, 2022 at 2124 Alameda, Alameda, California.

Contractor: Mercedes Zapata Signature: MZ
Title: Psychologist

Please submit this completed/signed certification by email to dkrueger@alamedaunified.org as soon as possible.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/11/2022

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 BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE 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**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Trust Risk Management Services, Inc. doing business in CA as
TRMS Insurance Agency
1791 Paysphere Circle
Chicago, IL 60674

CONTACT
NAME: Trust Risk Management Services, Inc.
PHONE
(A/C, No, Ext): 877.637.9700 **FAX**
(A/C, No): 877.251.5111
EMAIL
ADDRESS: info@trustrms.com

INSURER(S) AFFORDING COVERAGE **NAIC #**
INSURER A: ACE American Insurance Company **22667**

INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

INSURED
Dr. Mercedes A Zapata
2120 Alameda Ave
Alameda, CA 94501 4308

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		G71879823	02/02/2022	02/02/2023	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS-COMP/OP AGG	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per Person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>							\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input type="checkbox"/> Y / N <input type="checkbox"/> N / A						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below						E.L EACH ACCIDENT	\$
							E.L. DISEASE-EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required):

2120 Alameda Ave
Alameda, CA 94501

CERTIFICATE HOLDER

Additional Interest
Alameda Unified School District
Dept of Special Education
2060 Challenger Drive
Alameda, CA, 94501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



Trust Risk Management Services, Inc. (TRMS)

1791 Paysphere Circle, Chicago, IL 60674

Phone (877) 637-9700

FAX (877) 251-5111

February 04, 2022

Dr. Mercedes A Zapata
2120 Alameda Ave
Alameda, CA 94501 4308

RE: Your Trust Sponsored Professional Liability Insurance Policy # 58G28896748

Dear Dr. Mercedes A Zapata :

Congratulations, welcome, and thank you for choosing the Trust Sponsored Professional Liability Program.

Enclosed is your Trust Sponsored Professional Liability Insurance Policy, which includes a Memorandum of Insurance. We urge you to read your policy and notify us if any changes are necessary.

At the first notice of claim, lawsuit, or incident, please contact our Customer Service Center immediately at 1.877.637.9700. We will assist you by obtaining the necessary information which will help us get your claims process started. Our claims staff is dedicated to listening, understanding, and taking action to route your claim to the appropriate insurance experts working on your behalf.

This initial policy packet includes all forms and endorsements related to your Trust Sponsored Professional Liability Insurance Policy. Please keep this packet in a safe place and use it as your point of reference for your insurance coverage for this policy term.

In an effort to conserve resources and "go green" in future renewals, we will no longer be sending you a copy of your insurance policy form. You will be able to request your insurance policy form by accessing your account at the Online Service Center at www.trustinsurance.com or by contacting our Customer Service Center.

Be sure to verify your Online Service Center account at www.trustinsurance.com. Your account is available 24 hours a day, 7 days a week, with anytime access to your Trust Sponsored Professional Liability Insurance Policy. You can also request additional Memorandums of Insurance, view all of your account transactions, submit requests for changes to your policy, update your personal information, and (if eligible) **renew your policy**. For your convenience, we have provided your user name at the bottom of this letter. If you wish to change any of these credentials you may do so by logging into the Online Service Center and clicking on Customer Service.

Should you have any questions regarding this correspondence, or for additional information regarding other insurance programs of The Trust, please be sure to contact us at 1.877.637.9700. Our professional staff is available to assist you Monday-Friday 8:30am-6:00pm (est) or visit our website at www.trustinsurance.com. You may also email us your questions at info@trustrms.com.

Sincerely,

Jana N. Martin, Ph.D., President
Trust Risk Management Services, Inc. doing business in CA as TRMS Insurance Agency

Licensed Producer - Heath Benas, CA #0D95636, FL #E013597. Principal Place of Business - Maryland. Insurance provided by ACE American Insurance Company, Philadelphia, PA and its U.S.-based Chubb underwriting company affiliates. Program Administered by Trust Risk Management Services, Inc.

OSC User Name: mzapata@berkeley.edu



ACE American Insurance
Company

Psychologists' Professional Liability
Claims Made Insurance
Policy Declarations

PRODUCER NUMBER	273865
-----------------	--------

DATE OF ISSUE	February 04, 2022
---------------	-------------------

PSYCHOLOGISTS' PROFESSIONAL LIABILITY
CLAIMS MADE INSURANCE POLICY

NOTICE: THIS IS A CLAIMS MADE POLICY, PLEASE READ THE POLICY CAREFULLY
THIS POLICY/CERTIFICATE IS ISSUED IN ASSOCIATION WITH THE PSYCHOLOGISTS PURCHASING
GROUP ASSOCIATION

Item	POLICY/CERTIFICATE NUMBER: 58G28896748			
1.	Named Insured: Dr. Mercedes A Zapata Address: 2120 Alameda Ave City, State & Zip Code: Alameda, CA 94501 4308			
2.	Policy Period: From: 02/02/2022 To: 02/02/2023 12:01 A.M. local time at the address shown in Item 1.			
3.	COVERAGE	LIMITS OF LIABILITY		PREMIUM
	Professional Liability	\$1,000,000 Each Incident	\$1,000,000 Aggregate	\$117.00
	Wrongful Employment Practices		\$5,000 Aggregate	
		REIMBURSEMENTS		
	Licensing Board Defense	\$5,000 per Proceeding		
	Other Governmental Regulatory	\$5,000 per Proceeding		
	Body Defense			
	Deposition Expense	\$5,000 per Insured		
	Premises Medical Payment	\$2,500 per Person	\$75,000 Aggregate	
	Assault and/or Battery		\$1,000 Aggregate	
	Loss of Earnings	\$500 per Day, per Insured	\$15,000 Aggregate Per Incident	
	Surcharge(s)			
	Total Premium			\$117.00
4.	Retroactive Date 02/02/2022			
5.	This policy is made and accepted subject to the printed conditions in this policy together with the provisions, stipulations and agreements contained in the following form(s) or endorsement(s). PF15215a, PF15217a, CC-1K11j (03/21), PF15245a, PF17914 (02/05),			
6.	Notice of claim should be sent to: Trust Risk Management Services, Inc. 111 Rockville Pike Ste 700 Rockville MD 20850		All other correspondence should be sent to: Trust Risk Management Services, Inc. 1791 Paysphere Circle Chicago, IL 60674	
7.	REPRESENTATIVE:	Agent or broker:	Trust Risk Management Services, Inc. doing business in CA as TRMS Insurance Agency	
		Office address:	1791 Paysphere Circle	
		City, State, Zip	Chicago, IL 60674	
		Website:	www.trustinsurance.com	
		Phone:	1.877.637.9700	

NOTICE

THIS POLICY PROVIDES CLAIMS MADE COVERAGE. THE POLICY IS LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD UNLESS, AND TO THE EXTENT, ANY EXTENDED REPORTING PERIOD APPLIES. PLEASE REVIEW THE POLICY CAREFULLY. THIS POLICY IS INCOMPLETE WITHOUT THE DECLARATIONS ATTACHED.

The **Company** agrees with the **Named Insured**, in consideration of the payment of the premium, and in reliance upon the statements in the **Application** and subject to the Declarations, Limit of Liability, Exclusions, Conditions and other terms of the policy, as follows:

I. INSURING AGREEMENT

The **Company** will pay on behalf of the **Insured** all sums that the **Insured** shall become legally obligated to pay as **Damages** for **Claims** first made against the **Insured** and reported to the **Company** during the **Policy Period** or any **Extended Reporting Period**, for an **Incident**. Any such **Incident** must occur on or after the **Retroactive Date** and prior to the end of the **Policy Period**.

II. DEFENSE AND SETTLEMENT

The **Company** shall have the right and duty to defend any **Claim** against the **Insured** seeking **Damages** for an **Incident**, even if any of the allegations of the **Claim** are groundless, false or fraudulent. The **Company** shall not be obligated to pay any **Damages** or **Claims Expenses** or continue to defend any **Claim** after the applicable limit of the **Company's** liability has been exhausted by payment of **Damages**.

The **Company**, at its option, shall select and assign defense counsel; however, an **Insured** may engage additional counsel, solely at the **Insured's** expense, to associate in the defense of any **Claim** covered hereunder. **Claims Expenses** incurred by the **Company** shall be paid in addition to the applicable Limit of Liability.

The **Company** shall also have the right to investigate any **Claim** and/or negotiate the settlement thereof, as it deems expedient, but the **Company** shall not commit an **Insured** to any settlement without the **Named Insured's** written consent. If the **Named Insured** refuses to consent to any settlement recommended in writing by the **Company** that is acceptable to the claimant and the **Named Insured** elects to contest the **Claim** or continue any legal proceedings in connection with such **Claim**, then the **Company** shall be relieved of any further duty to defend the **Claim**, and the liability of the **Company** for **Damages** and **Claims Expenses** shall not exceed the amount for which the **Claim** could have been settled as well as the **Claims Expenses** incurred by the **Company** or with the **Company's** consent up to the date of such refusal. The **Insured** shall not assume any obligations, incur any costs, charges, or expenses or enter into any settlement without the **Company's** written consent.

III. PERSONS INSURED

Each of the following is an **Insured** under this policy to the extent set forth below:

- A.** if the **Named Insured** is an individual or entity, the **Named Insured** so designated in the Declarations;
- B.** if the **Named Insured** is an entity, any current partner, owner, officer, director, trustee or stockholder thereof;
- C.** if the **Named Insured** is an entity, any former partner, owner, officer, director, trustee or stockholder thereof, for psychological or other associated professional services provided while a partner, owner, officer, director, trustee or stockholder of the **Named Insured**;

- D. if the **Named Insured** is an entity, any former partner, owner, officer, director, trustee or stockholder thereof, for **Claims** made after he or she was a partner, owner, officer, director, trustee or stockholder of the **Named Insured**, alleging, based upon or arising from his or her vicarious liability associated with the **Named Insured**;
- E. any current or former employee of the **Named Insured**, but only while such employee was acting on behalf of the **Named Insured** and within the scope of the employee's duties as such or for acts performed by such employee as a Good Samaritan during such employee's term of employment with the **Named Insured** or, with the consent of the **Named Insured**, as an unpaid volunteer during the employee's term of employment with the **Named Insured**;
- F. any person or entity listed as an Additional Insured on a Psychologists' Professional Liability claims made policy issued to the **Named Insured**: (i) that was purchased through the Psychologists Purchasing Group Association and (ii) to which this policy is a renewal or a replacement, but only for **Incidents** that occurred while the Additional Insured Endorsement listing such person or entity was in effect and solely for **Incidents** that are covered under this policy resulting from the sole negligence of another **Insured**;
- G. any person or entity that leases premises to the **Named Insured**, but only with respect to liability imposed on such person or entity solely as a result of the **Named Insured's** operation or management of the premises used in the **Named Insured's** practice as a psychologist or **Practitioner**;
- H. any volunteer, but solely while such person was acting within the scope of the volunteer's duties for, and on behalf of, the **Named Insured**; or
- I. any entity name that the **Named Insured** previously operated under, but ceased to utilize prior to this **Policy Period** provided that more than 50% of the **Insureds** continue their affiliation with the **Named Insured**.

IV. LIMIT OF LIABILITY

Regardless of the number of **Insureds** under this policy, **Claims** made or suits brought, or the number of persons or entities making **Claims** or bringing suits, the **Company's** liability is limited as follows:

- A. Subject to the Aggregate Limit of Liability set forth in the Declarations, the maximum liability of the **Company** for any one **Incident** shall be the Each **Incident** Limit of Liability set forth in the Declarations. All **Claims** arising from the same or related **Incident** shall be considered a single **Claim** and shall be subject to the same Each **Incident** Limit of Liability set forth in the Declarations.
- B. The Aggregate Limit of Liability set forth in the Declarations is the maximum the **Company** will pay for all **Claims** covered by the policy. The Aggregate Limit of Liability set forth in the Declarations will apply separately to each **Insured** who is:
 - 1. a psychologist or a **Practitioner** who is either the **Named Insured** or who provides psychological or other associated professional services on behalf of the **Named Insured** or
 - 2. an entity designated as the **Named Insured** on the Declarations
 for all **Incidents** caused by such **Insured** or for which such **Insured** is legally liable. No **Insured** shall have more than one Aggregate Limit of Liability. Any **Insureds** not included in Section IV. LIMIT OF LIABILITY, B., 1. and 2., shall share the Aggregate Limit of Liability with the **Named Insured** set forth in the Declarations. If more than one entity is designated as a **Named Insured**, all entities shall share one Aggregate Limit of Liability.
- C. Upon the exhaustion of the applicable Aggregate Limit of Liability for each **Insured** by payment of **Damages**, the **Company's** duty to defend or to make any payments pursuant to Section II. DEFENSE AND SETTLEMENT, for such **Insured** shall be completely fulfilled and extinguished.
- D. Neither the Automatic **Extended Reporting Period** nor the purchase of any **Extended Reporting Period** Option shall increase the Limit of Liability set forth in the Declarations.
- E. When prejudgment interest is payable under this policy it shall be in addition to the Limits of Liability.

V. SUPPLEMENTARY PAYMENTS

The **Company** will pay, in addition to the applicable Limit of Liability, the following:

- A. Loss of Earnings:

up to the Loss of Earnings Reimbursement Limit set forth in the Declarations for loss of earnings to each individual **Insured** for each day or part of a day that such **Insured**, at the **Company's** request, attends a trial, hearing or arbitration proceeding involving a civil suit against such **Insured** for covered **Damages**; provided however, the amount so payable for any one or series of trials, hearings or arbitration proceedings arising out of the same **Incident** shall in no event exceed the Loss of Earnings Aggregate Per **Incident** Reimbursement Limit set forth in the Declarations.

B. Governmental Regulatory Body Defense:

1. Licensing Board Defense Reimbursement:

up to the Licensing Board Defense Reimbursement Limit set forth in the Declarations per **Insured** for attorney fees, expenses or fees incurred by the **Insured** for the investigation or defense of a proceeding before a licensing board that regulates the practice of psychology or other associated professional services. The notice of investigation or proceeding must be:

- a. received by the **Insured** during the **Policy Period** and reported to the **Company** or its authorized agent during the **Policy Period** or within sixty (60) days thereafter or
- b. received by the **Insured** and reported to the **Company** or its authorized agent during any **Extended Reporting Period** of this policy for occurrences that were alleged to have occurred on or after the **Retroactive Date** and prior to the end of the **Policy Period**. Such notices must be reported to the **Company** or its authorized agent within ninety (90) days of receipt.

All investigations or proceedings arising out of the same or related investigation or proceeding by any licensing board shall be considered as having been first made at the time the notice of investigation or proceeding is first received by the **Insured** and the amount so payable shall not exceed the Licensing Board Defense Reimbursement Limit set forth in the Declarations. There is no coverage provided for a licensing board's investigatory fees or costs. Fees or expenses incurred as a result of medical or psychological treatment rendered to the **Insured** are not covered.

2. Other Governmental Regulatory Body Defense Reimbursement:

up to the Other Governmental Regulatory Body Defense Reimbursement Limit set forth in the Declarations per **Insured** for attorney fees, expenses or fees incurred by the **Insured** for the investigation or defense of a proceeding before the United States Department of Health and Human Services (HHS), its designee or any state, for either alleged HIPAA Privacy Rule violations or Medicare and Medicaid payment investigations. The notice of investigation or proceeding must be:

- a. received by the **Insured** during the **Policy Period** and reported to the **Company** or its authorized agent during the **Policy Period** or within sixty (60) days thereafter or
- b. received by the **Insured** and reported to the **Company** or its authorized agent during any **Extended Reporting Period** of this policy for violations that were alleged to have occurred on or after the **Retroactive Date** and prior to the end of the **Policy Period**. Such notices must be reported to the **Company** or its authorized agent within ninety (90) days of receipt.

All investigations or proceedings arising out of the same or related investigation or proceeding by HHS, or its designee, or any state, shall be considered as having been first made at the time the notice of investigation or proceeding is first received by the **Insured** and the amount so payable shall not exceed the Other Governmental Body Defense Reimbursement Limit set forth in the Declarations. There is no coverage provided for HHS, its designee or any state's investigatory fees or costs. Fees or expenses incurred as a result of medical or psychological treatment rendered to the **Insured** are not covered.

Notice to the **Company** of an investigation or proceeding under Section V. SUPPLEMENTARY PAYMENTS, B. Governmental Regulatory Body Defense, is not notice of a **Claim**. If a **Claim** should arise out of any **Incident** that is the subject of such investigation or proceeding, notice of such **Claim** must be given in accordance with Section VIII. CONDITIONS, C. Duties of the **Insured** in the Event of a **Claim** or **Incident**.

C. Premises Medical Payments:

1. up to the per Person Premises Medical Payments Reimbursement Limit set forth in the Declarations for each person who sustains **Bodily Injury** caused by an accident; however, subject to the per Person Premises Medical Payments Reimbursement Limit, the **Company's** total limit of liability under this provision for all persons who sustain **Bodily Injury** during the **Policy Period** is the Aggregate Premises Medical Payments Reimbursement Limit set forth in the Declarations.

2. The **Company** will pay, regardless of fault, to or for each person other than the **Insured**, who sustains **Bodily Injury** caused by an accident that occurred during the **Policy Period**. This will include reasonable expenses of necessary medical, surgical, ambulance, hospital, professional nursing and funeral services, all incurred within four years from the date of the accident:
 - a. while on the premises owned by or rented to the **Insured** or
 - b. while elsewhere if such **Bodily Injury**:
 - i. arises out of the premises owned by or rented to the **Insured** or a condition in the ways immediately adjoining;
 - ii. is caused by the activities of the **Insured**; or
 - iii. is caused by the activities of an employee while engaged in the employment of the **Insured**.
3. This supplementary payment provision shall not apply to **Claims** brought against the **Insured** arising out of, in whole or part, the conduct of any trade, business, employment, profession or occupation outside of the **Insured's** practice as a psychologist or **Practitioner**.

D. Assault and/or Battery Coverage:

1. Up to the **Assault and/or Battery** Limit set forth in the Declarations per **Policy Period** for:
 - a. Medical expenses incurred as a result of **Bodily Injury** to an **Insured** if such **Bodily Injury** is caused by an **Assault** and/or **Battery** by or at the direction of another person who is not an **Insured** under the policy and
 - b. **Property Damage** to personal property owned by an **Insured** if such **Property Damage** is caused by an **Assault** and/or **Battery** by or at the direction of another person who is not an **Insured** under the policy.
2. Such **Assault** and/or **Battery** must happen on the **Insured's** work premises, including the ways immediately adjoining such premises, or while the **Insured** is away from such premises while providing psychological or other associated professional services.
3. Such **Assault** and/or **Battery** must occur during the **Policy Period**.
4. The **Assault** and/or **Battery** coverage does not apply to **Property Damage** to any mode of transportation used by the **Insured** to go to and from the **Insured's** work premises.
5. The **Assault** and/or **Battery** coverage does not apply to damage to any business or personal property owned, leased or rented by any other person or business enterprise while in the **Insured's** possession.
6. The **Assault** and/or **Battery** coverage applies as excess over any other available insurance covering such loss.

E. Wrongful Employment Practices:

up to the **Wrongful Employment Practices** Limit set forth in the Declarations for **Claims Expenses** and all sums that the **Insured** shall become legally obligated to pay as **Damages** for **Wrongful Employment Practices Claims** first made against the **Insured** and reported to the **Company** during the **Policy Period** arising out of any **Wrongful Employment Practice** by an **Insured**, provided the **Wrongful Employment Practice** took place on or after the effective date of the first policy containing **Wrongful Employment Practices** coverage that was issued through the Psychologists Purchasing Group Association to such **Insured** and to which this policy is a renewal or a replacement but prior to the end of the **Policy Period**.

All **Wrongful Employment Practice Claims** shall be deemed as being first made when the **Insured** first receives written notice that a **Wrongful Employment Practice Claim** has been made.

All **Wrongful Employment Practice Claims** arising out of the same or related **Wrongful Employment Practice** shall be considered as having been made at the time the first such **Wrongful Employment Practice Claim** is made.

In addition to those exclusions in Section VI. EXCLUSIONS, this Supplementary Payment provision does not apply to **Wrongful Employment Practice Claims**:

1. based on or arising out of any obligations for which any **Insured** or any carrier acting as the insurer may be liable under any workers' compensation, unemployment compensation, disability or pension benefits law, or any similar laws, including but not limited to, the Employee Retirement Income Security Act of 1974, The Fair Labor Standards Act, the National Labor Relations Act of 1938 or Labor Management

Relations Act, the Worker Adjustment and Retraining Notification Act (Public Law 100-37991968), the Consolidated Omnibus Budget Reconciliation Act of 1985, or the Occupational Safety and Health Act. This exclusion also applies to any rules or regulations promulgated under any of the foregoing and amendments thereto or any similar provisions of any federal, state or local law, and to that part of any **Damages** awarded for the cost or replacement of any insurance benefits due or alleged to be due to any current or former employee, the Family and Medical Leave Act, Public Law 103-3 (1993), and any amendments thereof;

2. based upon or arising from the breach of any express contract of employment for any express obligation to make payments in the event of termination of employment;
3. based upon or arising out of an obligation to pay **Damages** by reason of the assumption of liability in any contract or agreement. This exclusion does not apply to liability for **Damages** that the **Insured** would have in absence of the contract or agreement;
4. based upon or arising out of costs of complying with physical modifications to the **Insured's** premises or any changes to the **Insured's** usual business operations as mandated by the Americans with Disabilities Act of 1990 including any amendment thereto or rule or regulation promulgated thereto, or any similar federal, state or local law.
5. based upon or arising from any improper payroll deductions, or any claims for unpaid wages or overtime pay for hours actually worked or labor actually performed by any employee of the **Insured**, that results in any violation of any federal, state, local or foreign statutory law or any similar common law, and any rules, regulations and amendments thereto.

F. Deposition Expense:

up to the Deposition Expense Reimbursement Limit set forth in the Declarations per **Insured** for reasonable expenses the **Insured** incurs for fees charged by an attorney representing the **Insured** for a deposition provided:

1. the **Insured** receives a subpoena requesting documents or testimony for psychological or other associated professional services during the **Policy Period**;
2. the deposition is not for or related to a **Claim** against the **Insured**; and
3. the **Insured** has not been retained at any time to provide advice or testimony in any legal matter related to this deposition.

VI. EXCLUSIONS

This insurance does not apply:

- A.** to **Claims** arising out of services performed by any **Insured** in his or her capacity as a physician, nurse practitioner, physician's assistant or surgeon's assistant; however, this exclusion is limited to services provided by such physician(s), nurse practitioner(s), physician's assistant(s) or surgeon's assistant(s) and this exclusion does not extend to the **Insured** who is charged with or found responsible for the acts of the physician(s), nurse practitioner(s), physician's assistant(s) or surgeon's assistant(s);
- B.** to **Claims** brought against the **Insured** in his or her capacity as a proprietor, owner, partner, manager, superintendent or officer of any hospital, sanitarium, medical clinic, health maintenance organization, managed care facility or any other facility not specified in the Declarations or any endorsements thereto;
- C.** to **Bodily Injury**:
 1. to any employee of the **Insured** arising out of and in the course of his or her employment by the **Insured** or in performing duties in the conduct of the **Insured's** business or
 2. to the spouse, domestic partner, child, parent or sibling of such employee as a consequence of paragraph 1. above.

This exclusion shall apply:

1. whether the **Insured** shall be liable as an employer or in his or her capacity as the operator or manager of the premises used in the **Named Insured's** practice for psychological or other associated professional services or
2. to any obligation of the **Insured** to indemnify another because of **Damages** arising out of such injury;

provided however, this exclusion shall not apply to **Bodily Injury** otherwise covered under Section V. SUPPLEMENTARY PAYMENTS, D. **Assault** and/or **Battery** Coverage;

- D. to any obligation of the **Insured** or any insurer under any worker's compensation, unemployment compensation, disability benefits law or under any similar law;
- E. to any fraudulent, criminal, malicious or materially dishonest acts or materially dishonest omissions of the **Insured** or with the **Insured's** consent. However, this exclusion will not apply to (i) any **Claim** alleging malicious prosecution and (ii) any **Insured** who did not participate in or acquiesce to any such act or omission;
- F. to **Bodily Injury** or **Property Damage** based on or arising out of the practice of the **Insured's** professional occupation unless the **Insured** is properly licensed, exempted or certified by the laws of the state(s) in which the **Insured** practices, or is otherwise qualified to practice the **Insured's** professional occupation in the absence of such laws;
- G. to acts, errors or omissions by any **Insured** expected or intended to cause **Physical Injury** or **Property Damage**, regardless of whether or not such act or omission was intended to cause the specific **Physical Injury** or **Property Damage** sustained. This exclusion shall not apply to any intentional act by or at the direction of the **Insured**, that results in **Physical Injury** or **Property Damage**, if such **Physical Injury** or **Property Damage** arises solely from the use of reasonable force or other measures for the purpose of protecting persons or property;
- H. to any **Claims** against any **Insured** alleging, in whole or in part:
 - 1. sexual assault, sexual abuse or sexual molestation or
 - 2. licentious, immoral, amoral or other behavior that threatened, led to or culminated in any sexual act;

whether committed intentionally, negligently, inadvertently or with the belief, erroneous or otherwise, that the other party is consenting and has the legal and mental capacity to consent thereto, that was committed, or alleged to have been committed, by the **Insured** or by any other person for whom the **Insured** is legally responsible.

This exclusion applies regardless of the legal theory or basis upon which the **Insured** is alleged to be legally liable or responsible, in whole or in part, for any **Damages** arising out of such actual or alleged behavior including, but not limited to, assertions of improper or negligent hiring, employment or supervision, failure to protect the other party, failure to prevent the sexual misconduct, failure to prevent **Assault** and/or **Battery** or failure to discharge the employee.

However, notwithstanding this exclusion, the **Insured** shall be entitled to a defense as provided under the terms of the policy as to any **Claim** upon which suit is brought for any such alleged behavior unless a judgment or final adjudication adverse to any **Insured**, or an admission by any **Insured** accused of such behavior, shall establish that such behavior caused, in whole or part, the injury claimed in such suit. The **Company** shall not be required to appeal a judgment or final adjudication adverse to the **Insured**.

If however, the **Insured** elects to appeal such judgment or final adjudication, and the judgment or final adjudication results in a reversal on the issue of liability, the **Company** shall reimburse the **Insured** for all reasonable **Claims Expenses** incurred in the appeals process;

- I. to **Personal Injury** or **Advertising Injury** arising out of:
 - 1. the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of the **Insured**;
 - 2. the publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy by or on behalf of the **Insured** if the first injurious publication or utterance of the same or similar material was made before the **Retroactive Date** of this policy; or
 - 3. libel or slander or the publication or utterance of defamatory or disparaging material made by or at the direction of the **Insured** with knowledge of the falsity thereof concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy;
- J. to **Advertising Injury** arising out of:
 - 1. the failure to perform the terms and conditions of a contract; however, this exclusion does not apply to the alleged breach of an implied contract caused by an alleged unauthorized appropriation of ideas;
 - 2. infringement of a trademark, a service mark or a trade name, other than a title or slogan, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised;

3. a knowingly incorrect description in the advertised price of goods, products or services sold that are offered for sale or advertised; or
 4. any act committed by the **Insured** with actual malice;
- K. to any **Claim** brought by, or on behalf of, any **Insured** against any other **Insured** under this policy; provided however, this exclusion shall not apply to any **Claim** based upon or arising out of psychological or other associated professional services rendered by one **Insured** to another **Insured** or any **Claim** based upon or arising out of any obligation of one **Insured** to supervise another **Insured** in the provision of psychological or other associated professional services;
- L. to **Damages** arising out of infringement of copyright or plagiarism;
- M. to any **Claim**, action, judgment, liability, settlement, loss, defense, cost or expense in any way arising out of actual, alleged or threatened pollution, contamination or any environmental impairment resulting from seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or radioactive matter including, but not limited to, smoke, vapors, soots, fumes, acids, alkalis, chemicals or toxic matter; or waste material (including materials to be recycled, reconditioned or reclaimed); or oil or other petroleum substances or derivatives (including any oil refuse or oil mixed with waste), or thermal or vibratory effect including, but not limited to, heat or cold, into or upon land, the atmosphere or any water, course of body of water, underground water or water table supplies, whether such results directly, indirectly or in concurrence or in any sequence from the **Insured's** activities or the activities of others and whether or not such is sudden, gradual, accidental, intended, foreseeable, expected, fortuitous or inevitable and wherever or however such occurs.

However, this exclusion shall not apply to **Bodily Injury** or **Property Damage** caused by heat, smoke or fumes from a **Hostile Fire** unless such fire involves:

1. materials that are or were at any time used for the handling, storage, disposal, processing or treatment of waste or
 2. any premises, site, or location:
 - a. that is or was at any time used for handling, storage, disposal, processing or treatment of waste or
 - b. on which any **Insured** or contractor or subcontractor working directly or indirectly on any **Insured's** behalf are performing operations to test for, monitor, cleanup, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants;
- N. to liability assumed by the **Insured** under any contract or agreement, except to the extent the **Insured** would be liable in the absence of such contract or agreement;
- O. to any **Claim** based upon or arising out of restraint of trade, price fixing or violation of any anti-trust law;
- P. to any **Claims** brought by or on behalf of any person employed by the **Insured**, any person who had been employed by the **Insured** or any person seeking employment with the **Insured** alleging any act, error or omission by an **Insured** with respect to the hiring, termination, compensation, or the tenure, term, condition, benefits or privilege of employment of any such person except as provided under Section V. SUPPLEMENTARY PAYMENTS, E. **Wrongful Employment Practices** or Section VII. DEFINITIONS, **Incident**, E.;
- Q. to **Claims** based upon or arising out of the valuation of assets or investment planning; and
- R. to:
1. **Claims**, **Wrongful Employment Practices Claims** or **Incidents** that were reported to any prior insurer;
 2. unreported **Claims** or **Wrongful Employment Practices Claims** that any **Insured** had received notice prior to the effective date of the first policy with the **Company**;
 3. **Incidents** or **Wrongful Employment Practices** that the **Insured** knew could result in a **Claim** prior to the effective date of the first policy issued by the **Company** to the **Named Insured**, and were not disclosed to the **Company**.

However, Section VI. EXCLUSIONS, R., 2. and 3. will not apply to any **Insured** who did not have knowledge of such **Incident** or resulting **Claim** prior to the first policy issued by the **Company** to the **Named Insured**.

VII. DEFINITIONS

The boldface words or terms in this policy or any endorsement thereto are defined as provided in this section:

“Advertising Injury” means injury arising out of an offense committed in the course of the **Insured’s** advertising activities if such injury arises out of libel, slander, defamation, violation of right of privacy, piracy, unfair competition, or infringement of copyright, title, trade dress or slogan or use of another’s advertising idea.

“Application” means all applications, including any attachments thereto, and all other information and materials submitted by or on behalf of the **Insureds** to the **Company** or its authorized agent in connection with the underwriting of this policy or any policy of which this policy is a direct or indirect renewal or replacement. All such applications, attachments, information and materials are deemed attached to and incorporated in this policy.

“Assault” means any willful attempt or threat to inflict injury upon another natural person, coupled with an apparent present ability to do so, that causes that person to have a reasonable apprehension of imminent **Bodily Injury** or offensive physical contact.

“Battery” means intentional and wrongful physical contact with a natural person without his or her consent that causes **Bodily Injury** or offensive physical contact.

“Bodily Injury” means any injury sustained by any person including, but not limited to:

- A. **Physical Injury**, sickness, disease, mental anguish or emotional distress, including death at any time resulting there from;
- B. psychological injury, pain or suffering, harm or impairment, including death at any time resulting there from; and
- C. loss of consortium or impairment of domestic or personal relations.

Bodily Injury shall not include any injury, damage or loss defined as **Personal Injury**, **Advertising Injury** or **Property Damage**.

“Claim” means a demand for money, or the filing of suit or institution of arbitration proceedings, naming the **Insured**.

“Claims Expenses” means:

- A. fees charged by an attorney(s) and/or independent adjustor(s) designated by the **Company** and all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim** that arises in connection therewith, if incurred by the **Company** or by the **Insured** with written consent of the **Company**;
- B. all costs taxed against the **Insured** in such **Claims** and all interest on the entire amount of any judgment therein that accrues after entry of the judgment and before the **Company** has paid, tendered or deposited, whether in court or otherwise, the part of the judgment that does not exceed the limit of the **Company’s** liability, thereon; and
- C. premiums on appeal bonds and premiums on bonds to release attachments in such **Claims**; however, the **Company** shall have no obligation to apply for or furnish any such bond and **Claims Expenses** shall not include premiums for bond amounts in excess of the applicable Limit of Liability of this policy.

“Company” means the insurance company providing this insurance.

“Damages” means compensatory judgments, settlements or awards but does not include punitive or exemplary damages, fines or penalties, the return of fees or other consideration paid to the **Insured**, or the portion of any award or judgment caused by the multiplication of actual damages under federal or state law. However, if a suit is brought against the **Insured** with respect to a **Claim** for alleged acts, errors or omissions falling within the scope of coverage afforded by this insurance seeking both compensatory and punitive or exemplary damages, then the **Company** will afford a defense to such action, without liability however, for payment of such punitive or exemplary damages.

“Extended Reporting Period” means the period of the extension of coverage described in Section VIII. CONDITIONS, N. Automatic **Extended Reporting Period**, Section VIII. CONDITIONS, O. **Extended Reporting Period** Option, if exercised, or any other **Extended Reporting Period** endorsement to this policy issued by the **Company**.

“Hostile Fire” means one that becomes uncontrollable or breaks out from where it was intended to be.

“Incident” means:

- A. any act, error or omission in the rendering of or failure to render psychological or other associated professional services by the **Insured**, or by any person for whom the **Insured** is legally responsible; or

- B. any act, error or omission of the **Insured** as a psychologist or a **Practitioner** performing services as a member of a formal accreditation, ethics, peer review, licensing board, standards review or similar professional board or committee of a hospital, health facility, educational institution, professional organization, health maintenance organization or health plan; or
- C. an accident including continuous or repeated exposure to substantially the same general harmful conditions in the operation or management of the premises used in the **Insured's** practice for psychological or other associated professional services that results in **Bodily Injury** or **Property Damage**; or
- D. an offense in the course of the **Insured's** advertising activities for psychological or other associated professional services that results in an **Advertising Injury**; or
- E. if the **Insured** is a psychologist or **Practitioner** who provides services to any private or public organization, agency, college or university as a researcher, consultant, teacher, faculty member (including department, program or division chair), librarian, administrator, colleague or member of an instructional staff, then any act, error or omission in providing the following services:
 - 1. original or contracted research including psychological research on animals or humans;
 - 2. the design, development or evaluation of psychological tests or testing and/or assessment procedures;
 - 3. the dismissal, suspension, discipline or layoff of a faculty member prior to the expiration of a term appointment;
 - 4. the non-reappointment of a probationary faculty member;
 - 5. the decisions relating to the salary, other compensation, promotion, rank, leaves of absence, work assignment, resignation or other rights, duties and responsibilities of fellow faculty, researchers or staff employees;
 - 6. the enforcing of school standards, teaching, grading, evaluating, advising or supervising students; or
 - 7. the authorship of research, journal articles or other educational material; or
- F. an offense that results in **Personal Injury** from the practice of a psychologist or **Practitioner**.

"**Insured**" means any person or entity qualifying as an **Insured** in Section III. PERSONS INSURED.

"**Named Insured**" means the person or entity named in Item 1. of the Declarations of this policy. **Named Insured** also shall include any entity other than a joint venture that is acquired or formed by the **Named Insured** after the effective date of this policy and over which the **Named Insured** maintains ownership or majority interest. This coverage will:

- A. not apply if the newly acquired or formed entity knew of a **Claim** or **Incident** that might be expected to be the basis of such **Claim** prior to the date they were acquired or formed by the **Named Insured**;
- B. not apply if the newly acquired or formed entity is insured under any other similar liability or indemnity policy for an **Incident**, even if such limits of liability have been exhausted; or
- C. terminate in 90 days from the date that such entity is acquired or formed by the **Named Insured** or the end of the **Policy Period** whichever is earlier, unless written notice is provided to the **Company** or its authorized representative and such entity is added to the policy by endorsement.

"**Personal Injury**" means any injury arising out of:

- A. false arrest, detention, confinement or imprisonment, malicious prosecution, or abuse of process;
- B. the publication or utterance of a libel or slander or of other defamatory or disparaging materials, or a publication or utterance in violation of an individual's right of privacy; or
- C. wrongful entry or eviction, or other invasion of the right of private occupancy.

"**Physical Injury**" means bodily harm or hurt, but shall not include:

- A. mental anguish;
- B. emotional distress; or
- C. psychological injury, pain or suffering, harm or impairment, including death at any time resulting there from.

"**Policy Period**" means the period from the inception date of this policy to the policy expiration date as set forth in Item 2. of the Declarations or its earlier termination date, if any.

“Practitioner” means an individual who is a psychologist practicing in any of its branches, an allied mental health professional, student, intern, resident, volunteer, assistant, parent coordinator, mediator, consultant, or coach who provides psychological or other associated professional services while in his or her capacity as an **Insured**.

“Primary Named Insured” is the psychologist whose name is signed on the **Application** and qualifies as an **Insured** under Section III. PERSONS INSURED, A. or B. Each policy shall have a **Primary Named Insured**. If the **Primary Named Insured** dies or is adjudged incompetent then the **Named Insured** or when appropriate the **Named Insured’s** legal representative shall designate a person to act as the **Primary Named Insured**.

“Property Damage” means:

- A. physical injury to or destruction of tangible property including the loss of use thereof at any time resulting therefrom. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- B. loss of use of tangible property that has not been physically injured or destroyed. All such loss of use shall be deemed to occur at the time of the **Incident** that caused it; or
- C. other loss, whether or not resulting from physical injury or damage to person or property.

“Retroactive Date” means the date listed in Item 4. of the declarations.

“Wrongful Employment Practice” means:

- A. wrongful refusal to employ a qualified applicant for employment;
- B. wrongful failure to promote a qualified employee;
- C. wrongful demotion, negligent evaluation, negligent reassignment or wrongful discipline;
- D. wrongful termination of employment, including retaliatory or constructive discharge;
- E. harassment, coercion, discrimination or humiliation as a consequence of race, color, creed, national origin, disability, marital status, medical condition, gender, age, physical appearance, physical and/or mental impairments, pregnancy, sexual orientation or sexual preference;
- F. oral or written publication of material that slanders, defames or libels an employee or violates or invades an employee’s right of privacy; or
- G. any practice that violates a state or federal employment discrimination statute.

“Wrongful Employment Practice Claim” means a demand for money or services, or the filing of suit or institution of arbitration proceedings or alternative dispute resolution naming an **Insured** and alleging a **Wrongful Employment Practice**. **Wrongful Employment Practice Claim** does not include proceedings seeking injunctive or other non-pecuniary relief.

VIII. CONDITIONS

- A. Territory: The insurance afforded by this policy applies to **Claims** that are first made and reported to the **Company** during the **Policy Period** for **Incidents** that occur anywhere in the world, provided such **Claim** is made or brought within the United States of America, its territories or possessions, or Canada.
- B. When a **Claim** is to be Considered as First Made: A **Claim** shall be considered as being first made at the earlier of the following times:
 - 1. when the **Insured** first receives written notice that a **Claim** has been made or
 - 2. when the **Company** or its authorized agent first receives written notice from the **Insured** of specific circumstances involving a particular person or entity that may result in a **Claim**.

All **Claims** arising out of the same or related **Incident** shall be considered as having been made at the time the first such **Claim** is made, and shall be subject to the same Limit of Liability.

- C. Duties of the **Insured** in the Event of a **Claim** or **Incident**: Upon the **Insured** becoming aware of any **Incident** that could reasonably be expected to be the basis of a **Claim** covered hereby, written notice shall be given by the **Insured** to the **Company** or its authorized agent together with the fullest information obtainable. If a **Claim** is made against the **Insured**, the **Insured** shall immediately forward to the **Company** or its authorized agent every demand, notice, summons or other process received by the **Insured** or the **Insured’s** representative. A **Claim** shall be considered as reported during the **Policy Period** provided it is reported to the **Company** or its authorized agent within sixty (60) days of the expiration date of the **Policy Period**.

- D. Assistance and Cooperation of the **Insured** in the Event of a **Claim**: The **Insured** shall cooperate with the **Company** and, upon the **Company's** request, assist in affecting settlements, in the defense of any **Claim** and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Insured** because of **Damages** with respect to which this insurance applies. The **Insured** shall attend depositions, hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses in the defense of any **Claim** covered by this policy. The **Company** shall reimburse the **Insured** for reasonable expenses incurred at the **Company's** request. The **Insured** shall not, except at the **Insured's** own cost, voluntarily make any payments, assume any obligation or incur any expense.
- E. Assignment: The interest of any **Insured** is not assignable. If any **Insured** shall die or be adjudged incompetent, this insurance shall cover the **Insured's** legal representative as the **Insured** while acting on the **Insured's** behalf.
- F. Legal Action Against the **Company**: A person or organization may bring a suit against the **Company**, including but not limited to, a suit to recover on an Agreed Settlement or on a final judgment against an **Insured**, but the **Company** will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable Limit of Liability. An Agreed Settlement means a settlement and release of liability signed by the **Company**, the **Insured** and the claimant or the claimant's legal representative.

However, no action by an **Insured** shall lie against the **Company** unless there has been full compliance with all of the terms of this policy.

- G. Other Insurance: If there is other valid insurance (whether primary, excess, contingent or self-insurance) that may apply against any **Damages** or **Claims Expenses** including any coverage for Section V. SUPPLEMENTARY PAYMENTS, B. Governmental Regulatory Body Defense and E. **Wrongful Employment Practices**, covered by this policy, the insurance provided hereunder shall be deemed excess insurance over and above the applicable limit of all other insurance or self-insurance.

When this insurance is excess, the **Company** shall have no duty under this policy to defend any **Claim** that any other insurer or self-insurer has a duty to defend. If such other insurer or self-insurer refuses to defend such **Claim**, the **Company** shall defend the **Insured** and be entitled to the **Insured's** rights against all such other insurers or self-insurers for any defense costs incurred by the **Company**.

- H. Subrogation: In the event of any payment by the **Company** under this policy, the **Company** shall be subrogated to all the **Insured's** rights of recovery against any person, organization, or entity. The **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing to prejudice the position of the **Company** or its potential or actual rights of recovery after any **Incident** or **Claim**.
- I. Changes: The terms of this policy shall not be waived or changed, except by endorsement issued to form part of this policy.
- J. Bankruptcy or Insolvency of the **Insured**: Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the **Company** of any of its obligations hereunder or deprive the **Company** of its rights or defenses hereunder.
- K. Cancellation:

1. Cancellation by the **Primary Named Insured**

This insurance may be cancelled by the **Primary Named Insured** at any time by prior written notice to the **Company** or its authorized agent.

The **Company** or its authorized agent shall refund the paid premium less the earned portion thereof within thirty (30) days of the latter of the effective date of cancellation or the date of delivery of the notice of intent to cancel, subject always to the retention by the **Company** of any minimum premium stipulated herein (or proportion thereof previously agreed upon).

The earned portion of the premium shall be computed on the customary short-rate basis unless any state law or regulation of the state shown in the mailing address of the **Named Insured** set forth in the Declarations requires that return premium be computed on a pro-rata basis even in the event of cancellation by the **Primary Named Insured**.

2. Cancellation by the **Company** for Non-Payment of Premium

This insurance may be cancelled by the **Company** for non-payment of premium by sending written notice to the **Named Insured** at least thirty (30) days prior to the date of such cancellation.

3. Cancellation by the **Company** Other Than for Non-Payment of Premium

In the case of cancellation due to a reason other than non-payment of premium, the **Company** may cancel this policy by sending to the **Named Insured** set forth in the Declarations, by first class, registered or certified mail, at the **Named Insured's** address last known to the **Company** or its authorized agent, not less than ninety (90) days written notice, stating the specific reason for such cancellation and when the cancellation shall be effective. Proof of mailing will be sufficient proof of notice.

Cancellation by the **Company**, for other than non-payment of premium, shall only be effective if based on one or more of the following reasons:

- A. The policy was obtained through a material misrepresentation that was relied on by the **Company**, and such policy would not have been issued by the **Company** under the same terms and conditions if correct information had been disclosed;
- B. Material failure to comply with policy terms, conditions or contractual duties;
- C. The risk originally accepted has measurably increased; or
- D. Loss by the **Company** of reinsurance that provided coverage for all or a substantial part of the risk insured.

If the **Company** cancels the policy then the **Company** or its authorized agent shall refund the paid premium less the earned portion thereof within ten (10) business days after the effective date of cancellation. Minimum premium shall not apply to the return of unearned premium if cancellation is by the **Company**.

- L. Nonrenewal: The **Company** will renew this policy unless written notice of the **Company's** intent not to renew, stating the specific reasons for nonrenewal, is mailed to the **Named Insured** set forth in the Declarations not less than ninety (90) days before the policy expires.

Any notice of nonrenewal will be mailed by first class, registered or certified mail to the **Named Insured** at the last mailing address known to the **Company**. Proof of mailing will be sufficient proof of notice.

- M. Renewal Rate Increase or Change in Policy Terms: If at renewal the **Company** intends to increase the filed rate, change the deductible, reduce the Limit of Liability, or reduce coverage, the **Company** will mail notice to the **Named Insured** set forth in the Declarations at least sixty (60) days prior to the effective date of that increase or change.

Any notice of renewal premium increase or change in policy terms will be mailed by first class, registered or certified mail to the **Named Insured** at the last mailing address known to the **Company**. Proof of mailing will be sufficient proof of notice.

- N. Automatic **Extended Reporting Period**: If the policy is canceled or is not renewed, coverage granted by this policy shall continue for sixty (60) days following the effective date of such cancellation or nonrenewal at no additional cost. This automatic sixty (60) day **Extended Reporting Period** shall only apply to **Incidents** that occurred on or after the **Retroactive Date** and prior to the effective date of such cancellation or nonrenewal for **Claims** made during the **Policy Period** and reported to the **Company** within sixty (60) days of the effective date of such cancellation or nonrenewal.

The automatic sixty (60) day **Extended Reporting Period** will not be provided if:

- 1. the **Company** cancels for non-payment of premium;
- 2. this insurance is replaced with the same or similar insurance whether or not the limits or deductible are identical to those provided under this policy; or
- 3. an **Extended Reporting Period** is provided under any other conditions of this policy.

The Limit of Liability available under this extension shall be part of, and not in addition to, the Limits of Liability available under the policy.

O. **Extended Reporting Period** Option:

- 1. Cancellation/Nonrenewal/Change in Terms:

- a. The **Named Insured** or any **Insured** who is a psychologist or **Practitioner** shall have the right to purchase the **Extended Reporting Period** Option in the case of:
 - i. cancellation or nonrenewal of this policy for any reason other than flat cancellation by the **Company** effective at policy inception or cancellation for non-payment of premium;

- ii. the **Company** advancing a **Retroactive Date** from one previously applied to this policy;
- iii. the **Company** reducing coverage or increasing the filed rate;
- iv. an **Insured** whose affiliation with the **Named Insured** has been terminated; or
- v. the **Named Insured** does not elect to purchase the Extended Reporting Period endorsement upon termination of the policy.

b. The **Extended Reporting Period** Option shall apply solely to:

- i. **Claims** first made against an **Insured** during such **Extended Reporting Period** for an **Incident** that occurred on or after the **Retroactive Date** and prior to the effective date of such cancellation or nonrenewal and
- ii. those notices of investigation or proceedings described in Section V. SUPPLEMENTARY PAYMENTS, B. Governmental Regulatory Body Defense, against an **Insured**, first received during the **Extended Reporting Period** Option as a result of an occurrence or violation that occurred on or after the **Retroactive Date** and prior to the effective date of such cancellation or nonrenewal.

If the **Extended Reporting Period** Option is provided to an **Insured** who is a psychologist or **Practitioner** but not to the **Named Insured**, then such **Extended Reporting Period** Option will apply solely to such **Insured** and solely to **Claims** made against such **Insured** or those notices of investigation or proceedings described in Section V. SUPPLEMENTARY PAYMENTS, B. Governmental Regulatory Body Defense against such **Insured**.

c. **Extended Reporting Period** Option Premium:

- i. If the **Extended Reporting Period** Option is purchased by the **Named Insured**, then the premium shall be calculated using the full annual premium of this policy.
- ii. If the **Extended Reporting Period** Option is purchased by an **Insured** who is a psychologist or **Practitioner** but not purchased by the **Named Insured**, then the premium shall be calculated using the full annual premium for such **Insured**.

The additional premium for such **Extended Reporting Period** Option is as follows:

- 90% of the full annual premium as described in i. or ii. above, to a period of twelve (12) months;
- 135% of the full annual premium as described in i. or ii. above, to a period of twenty-four (24) months;
- 150% of the full annual premium as described in i. or ii. above, to a period of thirty-six (36) months; or
- 175% of the full annual premium as described in i. or ii. above, to an unlimited period.

- d. The **Extended Reporting Period** Option shall begin on the effective date of cancellation, nonrenewal or change in terms as described in Section VIII. CONDITIONS, O., 1.Cancellation/Nonrenewal/Change in Terms, a., ii., iii. and iv. The right to purchase the **Extended Reported Period** Option shall terminate sixty (60) days after the effective date of such cancellation, nonrenewal or change in terms unless written notice of such election, together with the additional premium, is received by the **Company** or its authorized agent from the **Insured** within that sixty (60) day period.

Subject to the foregoing, in the event that the **Named Insured** is an entity and the policy is terminated the premium calculation stated above shall not include a charge for any **Insured** who qualifies for a free **Extended Reporting Period** Option under Section VIII. CONDITIONS, O., 2.Retiree Provision or 3. Death or Disability of **Insured**, provided always that notice is given to the **Company** or its authorized agent as required below and the other provisions of Section VIII. CONDITIONS, O., 2. Retiree Provision or 3. Death or Disability of **Insured**, are fully satisfied.

- 2. Retiree Provision: Notwithstanding Section VIII. CONDITIONS, O., 1. Cancellation/Nonrenewal/Change in Terms, the payment of an additional premium for an unlimited **Extended Reporting Period** Option will be waived due to the **Insured's(s')** retirement from active practice provided:

- a. the **Insured** is a psychologist or **Practitioner**;
- b. written notice of this election is given to the **Company** within sixty (60) days after termination of this policy; and

- c. all premiums and deductibles due the **Company** have been paid in full.
- 3. Death or Disability of **Insured**: Notwithstanding Section VIII. CONDITIONS, E. Assignment and Section VIII. CONDITIONS, O. **Extended Reporting Period** Option, 1. Cancellation/Nonrenewal/Change in Terms, the payment of an additional premium for an unlimited **Extended Reporting Period** Option will be waived due to the **Insured's(s')** death or disability provided:
 - a. the **Insured** is, or prior to his or her death or disability was, psychologist or **Practitioner**;
 - b. the death or disability of the **Insured** occurs during the **Policy Period**;
 - c. in the event of disability, the **Insured** is totally and continuously disabled from the practice of psychology a minimum of six (6) months prior to the election of this option;
 - d. satisfactory written evidence of death or disability is provided to the **Company** within one (1) year of such death or disability; and
 - e. all premiums and deductibles due the **Company** have been paid in full.
- 4. The Limit of Liability available for the **Extended Reporting Period** Option shall be part of, and not in addition to, the Limits of Liability for the last **Policy Period**. The **Extended Reporting Period** Option, if elected, shall not increase or reinstate the Limits of Liability. Such Limits of Liability shall be the maximum Limit of Liability of the **Company** for the **Policy Period**, the Automatic **Extended Reporting Period**, and the **Extended Reporting Period** Option combined.
- 5. Once the **Extended Reporting Period** Option is in effect, it may not be cancelled and the entire premium shall be deemed fully earned. The **Company** shall not be liable to return to any **Insured** any portion of the premium for the **Extended Reporting Period** Option.
- P. Declarations and **Application**: By acceptance of this policy, the **Primary Named Insured** agrees on behalf of the **Named Insured** that the statements in the **Application** are the **Named Insured's** agreements and representations, and that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the **Named Insured** and the **Company** or its agent relating to this insurance.
- Q. Reimbursement: While the **Company** has no duty to do so, if the **Company** pays **Damages**:
 - 1. within the amount of the applicable deductible and/or
 - 2. in excess of the Limit of Liability
 all **Insureds** shall be jointly and severally liable to the **Company** for such amounts. Upon written demand, the **Insured** shall repay such amounts to the **Company** within thirty (30) days thereof.
- R. This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of **Claims**.
- S. Liberalization Clause: If the **Company** adopts any endorsement or policy that would broaden the coverage under the policy, the broadened coverage will apply solely to (i) **Claims** made or (ii) notices of investigations, proceedings or hearings described in Section V. SUPPLEMENTARY PAYMENTS that are received, after the **Company** adopts such revision, if:
 - 1. the filing of the endorsement or policy is made and approved by the Department of Insurance in the state indicated in the Declarations as the address of the **Named Insured**;
 - 2. the endorsement or policy does not increase the premium; and
 - 3. the **Company** issues the endorsement or policy in the state indicated in the Declarations as the address of the **Named Insured**.



SIGNATURES

Named Insured Dr. Mercedes A Zapata			Endorsement Number
Policy Symbol CRL	Policy Number 58G28896748	Policy Period 02/02/2022 to 02/02/2023	Effective Date 02/02/2022
Issued By (Name of Insurance Company) ACE American Insurance Company			

THE ONLY COMPANY APPLICABLE TO THIS POLICY IS THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

By signing and delivering the policy to you, we state that it is a valid contract.

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA(A stock company)
BANKERS STANDARD INSURANCE COMPANY(A stock company)
ACE AMERICAN INSURANCE COMPANY(A stock company)
ACE PROPERTY AND CASUALTY INSURANCE COMPANY(A stock company)
INSURANCE COMPANY OF NORTH AMERICA(A stock company)
PACIFIC EMPLOYERS INSURANCE COMPANY(A stock company)
ACE FIRE UNDERWRITERS INSURANCE COMPANY(A stock company)
WESTCHESTER FIRE INSURANCE COMPANY(A stock company)

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

JULIET SCHWEIDEL, Secretary

JOHN J. LUPICA, President

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured Dr. Mercedes A Zapata			Endorsement Number
Policy Symbol CRL	Policy Number 58G28896748	Policy Period 02/02/2022 to 02/02/2023	Effective Date 02/02/2022
Issued By (Name of Insurance Company) ACE American Insurance Company			

Retroactive Date(s)
Designated Individual(s) or Entity(ies)

It is agreed that, in consideration of the premium charged, and solely with respect to the following designated individual(s) or entity(ies), Item 4. of the Declarations, **Retroactive Date**, is deleted with respect to such designated individual(s) or entity(ies) and replaced with the **Retroactive Date** for such designated individual(s) or entity(ies) listed in below.

<u>Designated Individual(s) or Entity(ies)</u> Mercedes A Zapata	<u>Retroactive Date(s)</u> 02/02/2022
The premium for this endorsement is included in the premium shown on the Declarations unless a specific amount is shown here:	Additional Premium:
	Return Premium:

All other terms and conditions of this policy remain unchanged.



Authorized Agent



U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders

This Policyholder Notice shall not be construed as part of your policy and no coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/04/2022

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 BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE 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, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Trust Risk Management Services, Inc. doing business in CA as TRMS
Insurance Agency
1791 Paysphere Circle
Chicago, IL 60674

CONTACT

NAME: Trust Risk Management Services, Inc

PHONE
(A/C, No, Ext): 877.637.9700

FAX
(A/C, No): 877.251.5111

EMAIL
ADDRESS: info@trustrms.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: ACE American Insurance Company

22667

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Mercedes Zapata
2120 Alameda Ave
Alameda, CA 94501 4308

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per Person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> \$ E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Psychologist's Professional Liability Retroactive Date: 02/02/2022			58G28896748	02/02/2022	02/02/2023	Each Incident \$1,000,000 Annual Aggregate \$1,000,000

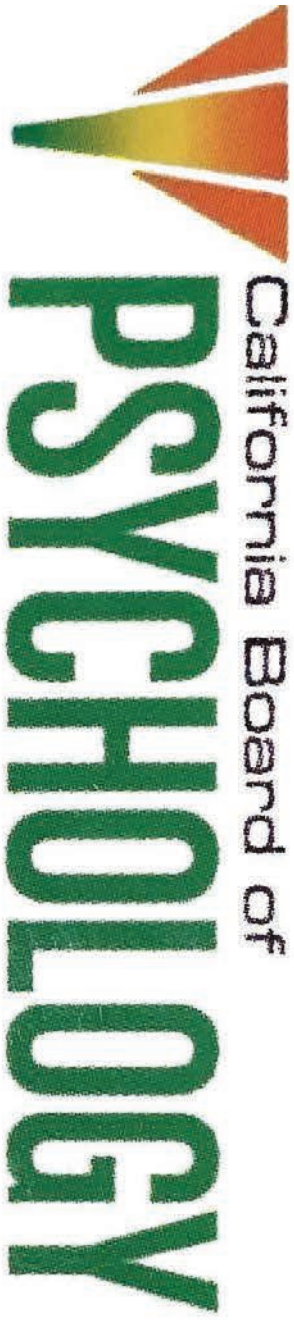
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required):

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



California Board of

1625 N Market Blvd, Suite N-215
Sacramento, CA 95834
(916) 574-7720
Toll-Free (866) 503-3221
www.psychology.ca.gov

PSYCHOLOGIST

LICENSE #: PSY32687

EXPIRATION: 06/17/2023

MERCEDES ANN ZAPATA
2120 ALAMEDA AVE
ALAMEDA CA 94501-4308

