

- d. Contractor will provide 3.0 FTE OTR at the start of the School Year and can provide up to 1.0 additional FTE at request with authorization by the Director of Special Education.
6. District understands that Contractor's ability to provide occupational therapy services is subject to the availability of occupational therapists. Unforeseen circumstances (i.e. maternity leave, medical leave) can impact availability of a therapist. Contractor will do best to ensure that these unforeseen circumstances are covered, but cannot guarantee to do so based on the shortage of occupational therapists in California.
7. Contractor understands that District may seek reimbursement for occupational therapy services from various funding sources, with the OTR providing appropriate documentation for District to secure this funding.
8. This Agreement is intended to be the written agreement between the parties related to the services to be provided during the referenced term.

TERMS

1. **CONTRACTOR SERVICES.** Contractor agrees to provide occupational therapy services by an occupational therapist registered (OTR) as requested by Mountain View Whisman School District.
2. **CONTRACTOR QUALIFICATIONS.** Contractor represents that it has in effect all licenses, permissions, and otherwise all legal qualifications to perform this agreement. Contractor will provide copy of professional licenses from the California Board of Occupational Therapy for John E. Goodfellow, OTD, OTR/L and employees who provide services for District.
 - a. OTRs have graduated from an accredited school; possess certification in good standing with the National Board for Certification in Occupational Therapy (NBCOT), and licensure pursuant to the provisions of California Business and Professions Code Section 2570 et seq.
 - b. **CONTRACTOR** shall require all employees and all subcontractors to submit fingerprints consistent with California Education Code Section 44237. **CONTRACTOR** shall comply with the requirements of Education Code Section 45125.1 including, but not limited to: obtaining California Department of Justice (CDOJ) clearance for **CONTRACTOR'S** employees; prohibiting its employees from coming in contact with students until CDOJ clearance is ascertained; and certifying in writing and providing such certification to the LEA that none of its employees who may come in contact with students have been, convicted of a violent or serious felony. Nor will any person be employed who has been convicted of or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code § 44010 or to a felony that would disqualify that person from employment pursuant to EC 44237. The requirements of this section apply to all of the contractors, subcontractors, in addition to employees.
 - c. **CONTRACTOR** shall require all regular and substitute employees, volunteers, and any other individual who may come into contact with a student on school grounds to provide verification of having been tested for tuberculosis and cleared to work with minors as evidenced by a state licensed medical doctor's

signature. CONTRACTOR shall keep a copy of said information in the employee file or volunteer file.

3. TERM. The initial term of this agreement will be for twelve months and begin effective August 01, 2019 and shall end on July 31, 2020. The parties may extend the agreement beyond its initial term as mutually agreed in writing.
4. PAYMENT FOR SERVICES.
 - a. HOURLY RATE.
 - b. District will pay Contractor \$100 per hour for services provide by an OTR. The parties understand that OTRs are employees of Contractor and not employee of District.
 - c. INVOICES. Contractor shall submit invoices to District for services rendered. Contractor shall submit invoices 1 time per month on the last day of each month. Invoices will include dates of services, number of hours provided, and rates.
 - d. PAYMENT. District shall make payment within 20 business days of receipt of an invoice from Contractor and receipt of funding from District. Invoices may be transmitted by US postal service and / or e-mail addresses approved by District.
 - e. District will only be charged for days and hours worked (i.e. not charged for sick days, holidays).
5. WORK TIME of occupational therapists consists of:
 - a. Direct Time: Individual Treatment, Group Treatment, Consultation, Assessment, Assessment Reports, Progress Reports, IEP Meetings.
 - b. Indirect Time: Travel, phone calls, set-up, treatment planning, and staff training.
6. NON-COMPETE CLAUSE. Mountain View Whisman School District agrees that during the term of this Agreement and for one (1) year thereafter, it shall not, without the prior consent of Contractor, hire or attempt to hire as an employee or leased employee or engage as in independent contractor for any reason whatsoever any person who was an employee or lease employee of contractor assigned to Mountain View Whisman School District.
7. CONFLICT OF INTEREST. Contractor does not have, or anticipates having, any interest in real property, investments, business interest in or income from sources which would provide Contractor, with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.
8. INDEPENDENT CONTRACTOR STATUS: When engaged in carrying out the terms and conditions of the contract, Goodfellow Occupational Therapy, Inc. represents themselves as an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District. Contractor shall assume full responsibility for payment on account of Goodfellow Occupational Therapy, Inc. and all its employees of federal, state, and local taxes or contributions imposed or required under the Social Security, Worker's Compensation and applicable income and employment tax laws. Nothing contained herein shall be construed as creating the relationship of employer/employee or principal/agent as between Goodfellow Occupational Therapy, Inc. and Mountain View Whisman School District.

9. CIVIL RIGHTS: Contractor shall comply with Title VI of the Civil Right Acts of 1964 and all requirements thereunder.

AGREED:



John Goodfellow, OTD, OTR/L
CEO

05/06/2019

Date

81-4909527

EIN

Designated Representative
Mountain View Whisman School District

Print Name and Title of Representative

Date



GOODOCC-01

RHOLGUIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/28/2018

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 License # 0E02096 DiBuduo & DeFendis Insurance Brokers, LLC P.O. Box 5479 Fresno, CA 93755-5479	CONTACT NAME: PHONE (A/C, No, Ext): (559) 432-0222 E-MAIL ADDRESS: FAX (A/C, No): (559) 431-7941
INSURED Goodfellow Occupational Therapy, Inc. 2505 W. Shaw Ave., Bldg A Fresno, CA 93711	INSURER(S) AFFORDING COVERAGE INSURER A: Berkley Insurance Company INSURER B: Security National Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 19879

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		HHS8525680	12/08/2018	12/08/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPIOP AGG \$ 3,000,000 Sexual Abuse \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			HHS8525680	12/08/2018	12/08/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			HHS8525680	12/08/2018	12/08/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	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 N/A	SWC1200588	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab			HHS8525680	12/08/2018	12/08/2019	Each Claim \$ 1,000,000
A	Professional Liab			HHS8525680	12/08/2018	12/08/2019	Aggregate \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Mountain View Whisman School District is included as an Additional Insured with respect to General Liability per attached CG8391 0515.

CERTIFICATE HOLDER

CANCELLATION

Mountain View Whisman School District
 750 San Pierre Way A
 Mountain View, CA 94043

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

- (i) A co-participant, your volunteer worker or your "employee" while participating in amateur athletic activities that you sponsor; or
 - (ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company); or
- (c) "Property damage" to property owned by, occupied or used by, rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by:
- (i) A co-participant, your volunteer worker, or your "employee"; or
 - (ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Additional Insured – Contractual Obligations

(1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) that you are required by a written "insured contract"; to include as an insured, subject to all of the following provisions:

- (a) Coverage is limited to liability arising out of:
 - (i) Your ongoing operations performed for such Additional Insured; or
 - (ii) Such Additional Insured's financial control of you; or
 - (iii) The maintenance, operation or use by you of equipment leased to you by such Additional Insured; or
 - (iv) A permit issued to you by a state or political subdivision.
- (b) Coverage does not apply to any "occurrence" or offense:
 - (i) Which took place before the execution of, or subsequent to the completion or expiration of, the written "insured contract"; or

- (ii) Which takes place after you cease to be a tenant in that premises.

(c) With respect to architects, engineers, or surveyors, coverage does not apply to "Bodily Injury," "Property Damage," "Personal Injury," or "Advertising Injury" arising out of the rendering or the failure to render any professional services by or for you including:

- (i) The preparing, approving, or failing to approve or prepare maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
- (ii) Supervisory, inspection, or engineering services.

(d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

(e) In the event that you are engaged in the manufacture or assembly of any goods or products for the benefit or at the direction of another party, pursuant to a contract or agreement with that party, this paragraph (e) does not extend coverage to that party as an Additional Insured. Coverage for such a party will be extended only by a specific endorsement issued by us and naming such party.

c. Additional Insured – Funding Sources

(1) This policy is amended to include as an insured any Funding Source (hereinafter called Additional Insured) which requires you in a written contract to name such Additional Insured but only with respect to liability arising out of your premises or "your work" for such Additional Insured, and only to the extent set forth as follows:

- (a) A written contract; or
 - (b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured; but only if the written or oral agreement is an "insured contract,"
 - (i) Currently in effect or to become effective during the term of this policy; and
 - (ii) Executed prior to the "bodily injury," "property damage," "personal injury," or "advertising injury."
- (2) With respect to the insurance afforded the Additional Insured identified in Paragraph e. (1) of this endorsement, the following additional provisions apply:
- (a) This insurance applies only to liability arising out of the use of that portion of the premises while leased or rented to you for the specific "special event";
 - (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the contract or agreement pertaining to the use of the premises or in the Declarations for this policy and subject to all of this policy's terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.
 - (c) In no event shall the coverage or Limits of Insurance in this Coverage Form be increased by such contract or agreement.
 - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
- (3) This insurance does not apply to:
- (a) Any "occurrence" or offense which takes place after you cease to be a tenant, licensee or occupant in the premises covered by this endorsement; or
 - (b) Any acts or "occurrences" caused by or attributable to the owner, manager, operator, or lessor of the premises upon which the "special event" is held.
- f. Additional Insured – Supervisors or Higher in Rank**
- (1) This policy is amended to include as insured any "employees" (hereinafter called Additional Insured), designated as supervisor or higher in rank, who are authorized by you to exercise direct or indirect supervision and control over "employees" and the manner in which work is performed, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" designated as supervisor or higher in rank, is an insured for:
- (a) "Bodily injury" or "personal injury":
 - (i) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
 - (ii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (a)(i) above; or
 - (iii) Arising out of his or her providing or failing to provide professional health care services.
 - (b) "Personal Injury":
 - (i) To a co-"employee" while in the course of his or her employment, or
 - (ii) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (b)(i) above;

Request for Taxpayer Identification Number and Certification

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Goodfellow Occupational Therapy, Inc.

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

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
2505 W. Shaw Ave., Bldg. A

6 City, state, and ZIP code
Fresno, CA 93711

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
 _____ - _____ - _____

or
 Employer identification number
 8 1 - 4 9 0 9 5 2 7

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here
 Signature of U.S. person ▶ *John E. Goodfellow*
 Date ▶ **4-1-19**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



CALIFORNIA DEPARTMENT OF EDUCATION
NOTICE OF NONPUBLIC AGENCY CERTIFICATION

Date: March 22, 2019
NPA ID: 9902035
Nonpublic Agency: Goodfellow Occupational Therapy, Inc. Salinas
Site Administrator: John Goodfellow
Site Address: 875 W. Alisal Avenue, Suite C
City: Salinas CA 93901

Maximum Capacity: 76+ Grades: PK to 12 Student Gender: Coed

2019 CERTIFICATION STATUS:

APPROVED

Certified related services must be provided according to Title 5 of the California Code of Regulations, Section 3051 et. Seq.

EFFECTIVE DATES:

March 22, 2019 through December 31, 2019

Authorized Sites to Serve: [checked] LEAs [] NPA Site [] NPS Sites [] Virtual Services

Authorized to Provide the Following Related Services:

- [] APE [] BII [] LSDR [] PCT [] SDTI [] VECD
[] AS [] CG [] MT [] PS [] SW [] LI:
[checked] ATS [] EE [] OM [] PT [] TS [] Other Services Authorized:
[] BID [] HNS [checked] OT [] RS [] VS

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

Focused Monitoring and Technical Assistance VI Unit
Special Education Division