

Purchase Order # 240704



Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519

Amendment No. 1 to

Independent Service Contract
 Master Contract

This Amendment is entered into between the Mt. Diablo Unified School District (MDUSD) and Bay Area Community Resources (BACR) (CONTRACTOR). MDUSD entered into an Agreement with CONTRACTOR for professional services on July 1, 2023 and the parties agree to amend that Agreement as follows.

1. Services: (Check and complete ONE of the options below).

CONTRACTOR agrees to provide the following amended services. (Provide full description of expected final results, such as services, materials, products, and/or reports; attach additional pages as necessary).

Estimated 50 additional staff for summer program, due to higher than anticipated summer enrollment. Additional 3 days of summer program to align with MDUSD Summer School. Additional staff at high schools for clubs. Additional overnight field trips, supplies, and sports programs.

The scope of work is attached as Exhibit A (incorporated by reference to the extent that it is subordinate to and not inconsistent with this Agreement).

The scope of work is unchanged.

2. Terms: (Check and complete ONE of the options below).

The contract term is extended by an additional _____ (days/weeks/months), and the amended expiration date is _____, 20____.

The contract term is unchanged.

3. Compensation: (Check and complete ONE of the options below. This provision may only be changed if there is also a change to the above Services OR Terms of the Contract).

The rate is amended by an increase of decrease of \$ _____ for _____ type of service

The contract amount is amended by an increase of decrease of \$ 1,200,000.00 to original contract amount.

The amended contract amount rate is now \$ 9,323,967.00

4. Remaining Provisions: All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

5. Amendment History: This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase/Decrease
			\$
			\$
			\$

6. Approval: This Agreement is not effective and no payment shall be made to Contractor until it is approved. Approval requires signature by the Superintendent (or his designee).

Mt. Diablo USD	Mt. Diablo USD	Contractor	Board Approval (if needed)
By: _____ <i>Budget Administrator/Principal</i>	By: _____ <i>Superintendent or Designee</i>	By: _____	Docket Number: _____ <i>Agenda Item Number</i>
Date: _____	Date: _____	Date: _____	Date: _____

23-24 Bay Area Community Resources Contract Amendment Overview Information

The following information provides more detail on the reasons to increase the 2023-2024 Bay Area Community Resources (BACR) purchase order for \$1,200,000. Original contract was \$8,123,967. Revised contract total will be \$9,232,967.

- \$340,000.00 - 50 additional BACR staff members are needed to support the June 2024 CARES Summer Expanded Learning Program. In order to fulfill new Expanded Learning Opportunities Program requirements, the program is offering a nine hour per day program for the entire month of June, which is open to all MDUSD students, not just those attending CARES sites. Projected Summer enrollment numbers are currently expected to double from Summer 2023. Three previously unanticipated days were added to the summer schedule in order to align with MDUSD summer school
- \$552,360.00 - 18 additional BACR staff members were needed at new CARES Expanded Learning Program elementary schools (Hidden Valley, Woodside, Westwood, Gregory Gardens, Monte Gardens, Silverwood) during the school year due to higher-than-expected student attendance and demand for the CARES school year and upcoming summer program.
- \$120,000.00 - 4 additional BACR staff members were needed at CARES Expanded Learning Program high schools (Mt. Diablo High, Ygnacio Valley High) during the school year due to increased participation and support services.
- \$150,000.00 - 8 additional BACR staff members were needed at CARES Expanded Learning Program middle schools (El Dorado, Holbrook, Oak Grove, Riverview) during the school year for the intramural sports program. These staff were hired for field prep, practice, coaching, referee, and facilities work before, during, and after games (basketball, soccer, volleyball).
- \$37,640.00 - CARES has booked an additional Camp Concord Field Trip which will require 24 additional staff to work Saturday/Sunday. Previous school years the program did 2 trips, this year the program has scheduled 3.

BACR Initial DB

JUL 14 2023



MT. DIABLO UNIFIED SCHOOL DISTRICT
1936 Carlotta Drive - Concord, CA 94519 - Phone (925) 682-8000
PURCHASING DISTRICT
AGREEMENT BETWEEN MT. DIABLO UNIFIED SCHOOL DISTRICT AND INDEPENDENT CONTRACTOR

THIS AGREEMENT is made this 1st day of July 2023, by and between the Mt. Diablo Unified School District (hereinafter "District") and Bay Area Community Resources (BACR) hereinafter "Contractor").

RECITALS

WHEREAS, District is a school district in the County of Contra Costa, State of California, and has its principal place of business at 1936 Carlotta Drive, Concord, CA 94519. District desires to engage the services of Contractor and to have said Contractor render services in accordance with the terms and conditions provided in this Agreement.

WHEREAS, District is authorized to enter into this Agreement pursuant to Government Code section 53060 or Public Contract Code section 20111, or both, as further set forth below.

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

AGREEMENT

1. Performance of Services.

(a) Contractor agrees to perform the services described on Exhibit A (hereinafter "Services"), attached hereto and incorporated herein, as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials, tools and transportation necessary for the performance of the Services. Contractor may, at Contractor's own expense, use non-District employees to perform the Services under this Agreement. Subcontractors may be used only with the written approval of the District.

(b) Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the Services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor's Services and the manner in which they are performed.

2. Compensation. District agrees to compensate Contractor for the performance of the Services on the basis set forth below. Contractor shall be responsible for all expenses incurred in association with the performance of the Services. This Agreement is NOT TO EXCEED & \$8,123,967.00. The basis of the fee for Services shall be as follows: monthly invoices

District staff to check the applicable box.

Input boxes for compensation rates: \$ N/A per hour, \$ N/A per day, \$ N/A per engagement

District Staff to enter the complete Budget Code(s).

Table with 3 columns: Item, Budget Code(s), and Amount. Includes handwritten entries for items (a), (b), and (c) with budget codes like 01-2600-1110-1000-27260-000-535-022-5100 and amounts like 5,281,039.00.

Handwritten signature: Jamie Molina 6/27/23

3. **Payment Schedule.** The Contractor shall submit to the District an invoice as further set forth below. The District shall review the payment request and, as soon as practical, shall: (i) pay the requested amount; or (ii) inform the Contractor that all or some part of the request is disputed.

Contractor shall submit invoices in accordance with the following schedule:

District staff to check the applicable box.

- Partial Payments.** Contractor shall invoice District on a monthly basis for work performed in the preceding month pursuant to this Agreement. A District Administrator will verify the invoice to ensure that all required Services have been satisfactorily performed.

- Scheduled Payments.** District shall submit payment to the Contractor per the schedule detailed in "Exhibit A" see page 8 of this Agreement. A District Administrator will verify the invoice to ensure that all required Services have been satisfactorily performed in accordance with the relevant timeline.

- Payment in Full.** Contractor shall invoice District on completion of the Services. A District Administrator will verify the invoice to ensure that all required Services have been satisfactorily performed.

4. **Term and Termination.**

- (a) **Term.** This Agreement will become effective on 7/1/2023. This Agreement will terminate upon the completion of the Services or when terminated as set forth below.

- (b) **Termination for Cause.** Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party. Termination shall be effective immediately on receipt of said notice. Upon termination of this Agreement, District will compensate Contractor only for services satisfactorily rendered to the date of termination.

- (c) **Termination for Convenience.** The District may terminate this Agreement at any time by giving thirty (30) days written notice to the Contractor. Termination shall be effective immediately on receipt of said notice. Upon termination of this Agreement, District will compensate Contractor only for services satisfactorily rendered to the date of termination.

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

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

The parties agree that: (1) Contractor shall be responsible for the control and direction of its own employees and personnel in the performance of the Services under this Agreement; (2) the Contractor's personnel shall only perform work that is outside the usual course of the District's business; and (3) Contractor's personnel

shall be engaged in business independent of the District. Contractor shall defend and indemnify the District against any claim by any worker that it is actually an employee of the District.

- 6. **Fingerprinting and Criminal Records Check of Contractor's Employees.** Contractor shall comply with the provisions of California Education Code section 45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the Contractor and/or its employees. To the extent, Section 45125.1 is applicable; Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the Board of Education of the District that such employee has not been convicted of a felony, as defined in Section 45125.1. If required by District, Contractor shall provide to District the fingerprinting certification attached hereto as **Exhibit B** prior to commencing work under this Agreement.
- 7. **Rules and Regulations.** All rules, policies, and regulations of the Mt. Diablo Unified School District Board of Education, including any rules and regulations related to COVID-19 or other global pandemics, and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor during the performance of Services pursuant to this Agreement.
- 8. **Indemnification.** Contractor shall hold harmless, defend and indemnify District and its officers, elected and appointed officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of the Services hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.
- 9. **Insurance.** Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

(a) **Coverage minimums shall be at least as broad as:**

District staff to check the applicable box.

(b) **Commercial General Liability (CGL).**

Agreements under \$25,000. Insurance Services Office Form CG 0001 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit (with aggregate limit no less than **\$2,000,000**).

Agreements of \$25,000 or More. Insurance Services Office Form CG 0001 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit (with aggregate limit no less than **\$4,000,000**).

(c) **Automobile Liability.**

ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.

For sole proprietors and small businesses using personal vehicles, evidence of personal auto insurance may be accepted by the District as an alternative provided that such personal auto insurance provides coverage for business uses of the insured vehicle

- (d) **Workers' Compensation.**
 - As required by the State of California, with Statutory Limits, and **Employer's Liability** Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. All California employers must provide workers' compensation benefits to their employees under California Labor Code Section 3700.
 - If the Contractor is a sole proprietor with no employees,** it may be exempt from this requirement provided the Contractor is self-insured as certified in **Exhibit C.** If the Contractor employs one or more employees, it must provide this type of insurance coverage. The District shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees.

- (e) **Other Coverages When Applicable.** (District staff to check applicable box(es)).
 - Professional Liability/Errors & Omissions Liability.** \$1,000,000/occurrence, \$2,000,000/aggregate. **Applicable for contractors with professional training providing a specialized advanced service, physicians, accountants, architects, engineers, and brokers**
 - Sexual Abuse and Molestation Coverage.** \$3,000,000/occurrence. **Applicable if the Contractor will be alone with students**
 - Cyber Insurance.** Not less than \$2,000,000 per claim to be maintained for the duration of the Agreement and three years following its termination. **Applicable if the Contractor will be using, storing, or accessing, the District's private, confidential, or protected information**

- (f) The District reserves the right to require that Contractor maintain and provide evidence of additional insurance coverages as may be necessary or desirable given the nature of the Services. If the Contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Contractor.

- (g) **Additional Insured Status.** The District, its officers, officials, employees, and volunteers are to be named as additional insured by endorsement to the Commercial General Liability policy and to the Sexual Abuse and Molestation policy, if applicable, with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.

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

- (i) **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the District.

INSURANCE REQUIREMENTS			
No waiver will be granted to eliminate the insurance requirements out lined in this agreement. However, in special circumstances, certain insurance requirements may be modified or waived. The following items in Insurance Section 9 are hereby modified as follows. Note, a waiver for one (1) type of insurance does not constitute a waiver for all.			
Limits:			
Other:			
Initials of the Superintendent or Designee and the General Counsel or Designee, are REQUIRED to waive or modify any insurance in this Agreement.			
Superintendent or Designee	Date	General Counsel or Designee	Date

- 10. **Originality; Ownership of Designs and Plans.** Except as to standard generic details, Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services. Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions and all other information and items made during the course of this Agreement and arising from the Services shall be owned by and assigned to District as its sole and exclusive property.
- 11. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.
- 12. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on Agreement 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.
- 13. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by telegram, overnight delivery service, or facsimile transmission, addressed as follows:
 - i. Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

DISTRICT

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



CONTRACTOR

Business Name: Bay Area Community Resources
 Attn: Don Blasky, CPO
 Address: 171 Carlos Drive
 City/State/Zip: San Rafael, CA 94903
 Phone: 415 755-2311
 Fax: 415 755-2211
 Email: dblasky@bacr.org
 Tax ID #: 94-2346815

14. **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.
15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.
16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Equal Employment Opportunity.** It is the policy of the District that, in connection with all work performed under District agreements, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition and therefore the Contractor agrees to comply with applicable federal and state laws. In addition, the Contractor agrees to require like compliance by all subcontractors employed on the work.
18. **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. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.
19. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
20. **Incorporation of Recitals and Exhibits.** The recitals and exhibits attached hereto are hereby incorporated herein by reference.
21. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
22. **Conflicts of Interest.** Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Services under this Agreement. Contractor is aware of Government Code section 1090 and the Political Reform Act and will disclose any potential conflicts and/or submit a Form 700 as applicable.
23. **Required Documents.** Prior to the commencement of the Services, Contractor shall provide to District evidence of the required insurance coverages as set forth above, a W-9 Form, and executed copies of the following Exhibits:
 - (a) Exhibit A – Description of Services, Timelines, and Partial Payment Schedule
 - (b) Exhibit B – Fingerprinting Certification
 - (c) Exhibit C – Workers’ Compensation Certification
 - (d) Exhibit D – Data Privacy Addendum (if applicable)

The District reserves the right to require the Contractor to provide additional documents that may be necessary or desirable in light of the nature of the Services.

PURCHASE REQUEST # -R135902

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date last written below.

MT. DIABLO UNIFIED SCHOOL DISTRICT

Bay Area Community Resources

By: [Signature] (Eric Rego) 6/27/23
Signature of Principal/Budget Administrator Date

By: [Signature] 6/22/2023
Name of Company/Organization or Independent Contractor/Consultant Signature of Contractor/Consultant Date

Title: Eric Rego, Coordinator of After School
Print Name and Title

Title: Don Blasky, Chief Program Officer
Print Name and Title BACR

By: N/A
Signature of District Administrator (if applicable) Date

Title: N/A
Print Name and Title

THIS AGREEMENT IS AUTHORIZED AND APPROVED:

By: [Signature] 6/28/23
Signature of Superintendent or Designee Date

Title: Jennifer Sachs, Chief of Educational Services
Print Name and Title

AGREEMENT ORIGINATOR. Prior to commencement of the services, sign and forward completed original agreement packet to Purchasing.

By: [Signature] 6/27/23
Signature of Originator Date

Title: Jamie Molina, Fiscal Analyst I
Print Name and Title
CARES Expanded Learning Program
Site/Department Originating this Agreement

Billing Address if reimbursed by outside agency—i.e. ASB, PTA, and PFC:
N/A

EXHIBIT A

**DESCRIPTION OF SERVICES, TIMELINES,
AND PARTIAL PAYMENT SCHEDULE (if applicable)**

(Note that all payments are generated from an invoice.)

BACR CARES staff will hire:

- four (4) Recreation Managers
- two (2) Program-Wide Consultants
- two (2) Garden Educators (to support the garden at Riverview Middle and all school-based gardens)
- four (4) Garden Program Leads (to support the garden at Riverview Middle and all school-based gardens)
- one (1) Athletic Director
- appropriate levels of Program Coordinators (based on enrollment/attendance/need)
- appropriate levels of Assistant Program Coordinators (based on enrollment/attendance/need)
- appropriate levels of Recreation staff (based on enrollment/attendance/need)

These staff members will work in partnership with the Mt. Diablo Unified School District (MDUSD) After School Program Coordinator to develop, implement, and supervise the CARES Expanded Learning Program (ELP) in MDUSD. BACR will send monthly invoices to MDUSD for the 2023-2024 school year (July 1, 2023 to June 30, 2024). The twenty-three (23) established school sites, and two (2) potentially new to-be-determined school sites, are:

- Bel Air Elementary
- Cambridge Elementary
- Delta View Elementary
- El Monte Elementary
- Fair Oaks Elementary
- Gregory Gardens Elementary
- Hidden Valley Elementary
- Holbrook Language Academy
- Meadow Homes Elementary
- Monte Gardens Elementary
- Rio Vista Elementary
- Shore Acres Elementary
- Silverwood Elementary
- Sun Terrace Elementary
- Westwood Elementary
- Woodside Elementary
- Wren Avenue Elementary
- Ygnacio Valley Elementary
- El Dorado Middle
- Oak Grove Middle
- Riverview Middle (regular program plus Garden Academy)
- Mt. Diablo High
- Ygnacio Valley High
- Potential new CARES location (when staff is supported and prepared to open)
- Potential new CARES location (when staff is supported and prepared to open)

Program Description:

Implement CARES Expanded Learning Programs (previously referred to as After School Programs) at twenty-three (23) plus two (2) potentially new to-be-determined schools in the Bay Point, Concord, Martinez, and Pleasant Hill communities. Provide expanded learning opportunities (school year, summer, and intersession programs) that include but are not limited to; enrichment classes, Science/Technology/Engineering/Mathematics (STEM), academic support activities, youth development, tutoring, life skills, sports,

EXHIBIT A
**DESCRIPTION OF SERVICES, TIMELINES,
 AND PARTIAL PAYMENT SCHEDULE (if applicable)**

(Note that all payments are generated from an invoice.)

gardening, nutrition education, snack/meal distribution, leadership and service projects, work based learning, mentoring programs, ongoing staff development and technical assistance. Additional information outlined in Appendix 1 Agreement.

Services:

BACR shall perform only the services indicated by a X under its column below during the term of this Agreement in connection with the Program (the "Covered Services"), and District shall be responsible for those services indicated by a X under its column below ("Excluded Services"):

Program employment	BACR	District
Recruiting and selecting Leased Employees for hire	X	X
Screening Leased Employees (as defined below), including, without limitations, performing criminal background checks, and fingerprinting	X	X
Supervising and training Leased Employees in Program activities	X	X
Maintaining Leased Employees' personnel records	X	X
Payroll administration for Leased Employees	X	
Program students and activities		
Conducting Program announcements and promotions	X	X
Maintaining files and records of Program students		X
Setting Program curriculum		X
Disciplining Program students	X	X
Selecting, hiring, and supervising Independent contractor(s)	X	X
Overseeing accounting/bookkeeping for Program	X	X
Providing non-transportation equipment and supplies for use in the Program	X	X
Providing facilities for the Program	X	X
Providing transportation (buses, etc.) for the Program		X
Ensuring Program compliance with local, state, and federal law (including, without limitation, the Americans with Disabilities Act)	X	X
grant reports for Program funders		X

PURCHASE REQUEST # R135902

EXHIBIT A
**DESCRIPTION OF SERVICES, TIMELINES,
AND PARTIAL PAYMENT SCHEDULE (if applicable)**

(Note that all payments are generated from an invoice.)

Any additional items, or explanations or elaborations of the above categories and assignments (including, for example, allocations of shared responsibilities), are set forth on Appendix 1 to this Agreement.

EXHIBIT B
FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION
(Contractor REQUIRED to complete)

1. One of the boxes below **must be checked**, and an executed copy of this form must be attached to the Independent Contractor Agreement ("Agreement").

Contractor's employees will have **NO CONTACT** or interaction with District pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor's services under this Agreement.
(Reflects changes in the law that limit waivers of fingerprint requirements only those who will have no contact with students. This certification should be required for all contracts, even those where the services will be conducted online).

Contractor's employees **will have contact or interaction with District pupils** outside of the immediate supervision and control of the pupil's parent or guardian or a school employee. Accordingly, 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 certifies that it 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 the District, or acting as independent contractors of the Contractor, who may have contact with District pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, 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. A complete and accurate list of all Employees who may have unsupervised interaction with District pupils during the course and scope of the Agreement is attached hereto.*

WHEN CONTRACTOR PERFORMS A CRIMINAL BACKGROUND CHECK, IT SHALL IMMEDIATELY PROVIDE ANY SUBSEQUENT ARREST AND CONVICTION INFORMATION IT RECEIVES TO ANY LOCAL EDUCATIONAL AGENCY THAT IT IS CONTRACTING WITH PURSUANT TO THE SUBSEQUENT ARREST SERVICE.

2. **Megan's Law (Sex Offenders).** Contractor shall verify and continue to verify that the employees of Contractor that will be on the project site and the employees of the subcontractor(s) that will be on the project site are **NOT** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE

I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Contractor.

CONTRACTOR

By:

Don Blasky

6/23/2023

Signature of Contractor or Authorized Representative

Date

Title:

Don Blasky, Chief Program Officer

Print Name and Title



Check 1 box

EXHIBIT C
WORKERS' COMPENSATION CERTIFICATION
(Contractor REQUIRED to complete.)

Labor Code section 3700 (workers' compensation and insurance) in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:


- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. I certify I will comply with all California workers' compensation insurance requirements before commencing the performance of the Services of this Contract. Alternatively, I certify that I am a sole proprietor, have no employees, and am self-insured. I understand the District will not obtain workers' compensation insurance on my behalf or on behalf of my employees or subcontractors.

MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE:

I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Contractor.

CONTRACTOR

By: Don Blasky 6/23/2023 } 

Signature of Contractor or Authorized Representative Date

Title: Don Blasky / Chief Program Officer

Print Name and Title

In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Services under this Agreement.

EXHIBIT D
DATA PRIVACY ADDENDUM

(Contractor REQUIRED to Complete; Applicable when AGREEMENT involves access to Pupil/Employee Data)

This Data Privacy Addendum (“**Data Privacy Addendum**”) to the Agreement Between Mt. Diablo Unified School District and Independent Contractor (“**Independent Contractor Agreement**”) is entered into by and between Contractor and Mt. Diablo Unified School District (“**District**”). To the extent that any term or condition set forth in this Addendum conflicts with the Independent Contractor Agreement, the provisions of this Addendum will control.

WHEREAS, in order to provide the services described in the Agreement, the Contractor may receive or create, and the District may provide documents or data related to students (“**Student Data**”) that are covered by several state and federal privacy laws, including: the Family Educational Rights and Privacy Act (FERPA), the Children’s Online Privacy Protection Act (COPPA), Education Code section 49073.1, and the Student Online Personal Information Protection Act (SOPIPA). The District and Contractor desire to ensure compliance with applicable state and federal laws, school policies, procedures and regulations.

NOW, THEREFORE, in consideration of the above premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound, the parties hereto agree as follows:

1. **Use.** Contractor shall not use any information in a Student Data¹ for any purpose other than those required or specifically permitted by the Independent Contractor Agreement, and shall comply with all applicable state and federal laws pertaining to Student Data privacy and security. Contractor shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this Data Privacy Addendum. Contractor shall not sell or otherwise derive a benefit from sharing information in a Student Data with a third party. Contractor shall enter into written agreements with all subcontractors performing functions pursuant to the Independent Contractor Agreement, whereby the subcontractors agree to protect Student Data in manner consistent with the terms of this Data Privacy Addendum.
2. **Ownership.** All Student Data obtained by Contractor from District continues to be the property of and under the control of the District. The District retains exclusive control over student and staff data, including determining who may access data and how it may be used for legitimate authorized purposes.
3. **Export.** Contractor shall provide a means by which its employees, when so authorized, can search and export Student Data through reasonable procedures such that the District can respond to a parent, legal guardian or eligible student who seeks to review personally identifiable information on the pupil’s records or correct erroneous information.
4. **Disposition.** The Contractor agrees that upon expiration or termination of services under this Agreement, Contractor shall dispose or delete all Student Data obtained under the Independent Contractor Agreement. Disposition shall include (1) the shredding of any hard copies of any Student Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the Independent Contractor Agreement authorizes Contractor to maintain Student Data obtained under the Independent Contractor Agreement beyond the time period reasonably needed to complete the disposition.

¹ “Student Data” includes any information directly related to a pupil that is maintained by the District or acquired directly from the pupil. Pupil Records do not include de-identified information (information that cannot be used to identify an individual pupil) used: (1) to improve educational products for adaptive learning purposes and for customized pupil learning; (2) to demonstrate the effectiveness of the operator’s products in the marketing of those products; or (3) for the development and improvement of educational sites, services, or applications.

5. **Security.** Contractor shall maintain adequate administrative, physical, and technical data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized access, disclosure or acquisition by unauthorized persons, and shall not copy, reproduce or transmit data obtained pursuant to the Agreement except as necessary to fulfill the purpose of the Agreement. Where applicable, the Contractor will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.
6. **Prohibited Use.** Contractor shall not use Student Data, or any data derived from Student Data, to perform or deliver targeted advertising to students, and is prohibited from selling or providing Student Data to third parties for any purpose without District's written consent.
7. **Breach Protocol.** Upon becoming aware of any unlawful or unauthorized access to Student Data stored on equipment used by Contractor or in facilities used by Contractor, Contractor will take the following measures:
 - (a) promptly notify the District of the suspected or actual incident within a reasonable amount of time of the incident, not to exceed forty-eight hours, and shall present the information under the following headings: "What Happened," "What Information was Involved," "What We are Doing," "What You Can Do," and "Persons to Contact for More Information"; and
 - (b) promptly investigate the incident and provide District with detailed information regarding the incident, including the identity of affected users; and
 - (c) and assist the District in notifying affected users, affected parents, legal guardians of commercially reasonable steps to mitigate the effects and to minimize any damage resulting from the incident. Upon request from District, Contractor shall reimburse District for actual costs associated with notifying affected parties.
8. **Entire Agreement.** This Data Privacy Addendum constitutes the entire agreement between the Parties with respect to the subject matter herein. It supersedes, and the terms of this Data Privacy Addendum govern, any and all previous oral and written communications between the parties, their Affiliates, and their respective employees and representatives regarding these matters.
9. **Successors Bound.** This Data Privacy Addendum is and shall be binding upon the respective successors in interest to Contractor in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.

MUST BE COMPLETED BY CONTRACTOR'S AUTHORIZED REPRESENTATIVE:

I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified and am authorized and qualified to execute this Data Privacy Addendum on behalf of Contractor.

CONTRACTOR

By: Don Blasky 6/23/2023
Signature of Contractor Date

Title: Don Blasky, Chief Program Officer
Print Name and Title



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**AGREEMENT BETWEEN MT. DIABLO UNIFIED SCHOOL DISTRICT
AND
BAY AREA COMMUNITY RESOURCES
FOR DEVELOPMENT OF THE
MDUSD CARES EXPANDED LEARNING OPPORTUNITIES PROGRAM**

THIS AGREEMENT, entered this first day of July, 2023 by and between the **Mt. Diablo Unified School District**, herein called the "**DISTRICT**" and **Bay Area Community Resources**, herein called the "**BACR**".

WHEREAS, the DISTRICT has secured grant and apportionment funding from the California State Department of Education (CDE), including After School Education & Safety (ASES) grant funding and Expanded Learning Opportunities Program (ELOP) apportionment funding for the purpose of development of Expanded Learning Program(s) of the DISTRICT; and

WHEREAS, the DISTRICT is the lead agency for the purposes of the aforementioned CDE grant/program, and is authorized to enter into this agreement with the BACR to develop the Programs at various locations within the Cities of Bay Point, Concord, Martinez, Pittsburg, and Pleasant Hill.

WHEREAS, the BACR, is qualified to assist the DISTRICT to develop the Programs to provide direction and organization by providing assistants and coordinators to facilitate and coordinate each program element; and

WHEREAS, the DISTRICT wishes to engage the BACR to assist as stated above in the utilization of the grant and apportionment funds in the manner in which it is mutually beneficial.

WHEREAS, the DISTRICT lacks the personnel to provide such programs; and

WHEREAS, the BACR holds itself out as qualified to operate and provide such programs; and

NOW, THEREFORE, in consideration of the performance of mutual promises contained herein, the parties agree, as follows:

I. SCOPE OF SERVICE:

The BACR, in a manner satisfactory to the DISTRICT, shall provide expanded learning opportunities (previously referred to as "after school") programs during FY 2022-23, in accordance with the Scope of Service submitted to the DISTRICT, and adopted herein as Exhibit "A" to this Agreement. The BACR further agrees that, should it fail to maintain the services proposed for the time specified by this Agreement, it shall reimburse the DISTRICT for all funds advanced pursuant to this Agreement.

Program Delivery

A. Activities

1. The BACR shall implement an Expanded Learning Program at twenty three (23) established DISTRICT schools, plus two (2) potential new DISTRICT schools, for fiscal year 2023-24. Activities include but are not limited to: enrichment classes, Science/Technology/Engineering/Mathematics (STEM), academic support activities, youth development, tutoring, life skills, sports, gardening, nutrition education, snack/meal distribution, leadership and service projects, work based learning, mentoring programs, ongoing staff development and technical assistance.
2. Program components and service levels are set forth in Exhibit "A."

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B. Staffing

Using the funds provided by the DISTRICT pursuant to this Agreement, the BACR shall employ the personnel listed in Exhibit "A." The BACR shall notify the DISTRICT in writing within five (5) working days if any of the above positions becomes vacant for any reason.

C. Performance Monitoring

The DISTRICT will monitor the performance of the BACR against the goals and performance standards required herein. Substandard performance as determined by the DISTRICT will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the BACR within ten (10) working days after notice is given by the DISTRICT, agreement suspension or termination procedures will be initiated, consistent with the provisions set forth in Section VI I, "Suspension or Termination."

II. TIME OF PERFORMANCE

Services of the BACR shall start on the 1st day of July 2023 and end on the 30th day of June 2024.

III. PAYMENT

A. It is expressly agreed and understood that the total amount to be paid by the DISTRICT under this Agreement shall not exceed \$8,123,967.00. Drawdowns for the payment of eligible expenses shall be made in accordance with performance. The BACR shall be paid monthly upon its submission of an itemized invoice.

B. Each month, as part of its progress report, the BACR shall submit to the DISTRICT supporting financial information, which clearly documents the eligible expenses for which reimbursement is sought. Eligible expenses for which reimbursement shall be made shall be based upon Scope of Services set forth in Exhibit "A." The report is due within fifteen (15) days of the last day of the following month.

IV. NOTICES

Communication and details concerning this Agreement shall be directed to the following agreement representatives:

The DISTRICT:

Eric Rego, After School Program Coordinator
Mt. Diablo Unified School District
1266 San Carlos Ave., Room A-6
Concord, CA 94519
regoe@mdusd.org
1 (925) 691-0351

The BACR:

Don Blasky, Director (CPO)
Bay Area Community Resources
171 Carlos Drive
San Rafael, CA 94903
dblasky@bacr.org
www.bacr.org
1 (415) 444-5580

V. GENERAL CONDITIONS:

A. General Compliance

The BACR agrees to comply with all applicable state and local laws and regulations governing the program and funds provided under this Agreement.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The BACR shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. The DISTRICT shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the BACR is an independent contractor.

C. Indemnification:

The DISTRICT shall indemnify, defend, and hold harmless the BACR against and from any and all claims or suits for damages or injury arising from the DISTRICT's performance of this Agreement or from any activity, work, or thing done, permitted, or suffered by the BACR in conjunction with the performance of this Agreement, and shall further indemnify, defend, and hold harmless the BACR against and from all claims or suits arising from any breach or default of any performance of any obligation of the DISTRICT hereunder, and against and from all costs, attorney's fees, expenses, and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification.

The BACR shall indemnify, defend, and hold harmless the DISTRICT against and from any and all claims or suits for damages or injury arising from the BACR's performance of this Agreement or from any activity, work, or thing done, permitted, or suffered by the DISTRICT in conjunction with the performance of this Agreement, and shall further indemnify, defend, and hold harmless the DISTRICT against and from all claims or suits arising from any breach or default of any performance of any obligation of the BACR hereunder, and against and from all costs, attorney's fees, expenses, and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification.

D. Workers' Compensation

The BACR shall provide Workers' Compensation Insurance coverage for all employees involved in the performance of this Agreement. The BACR will provide the DISTRICT with a thirty (30) day written Notice of Cancellation of the Workers' Compensation Policy.

E. Insurance

The BACR shall hold the DISTRICT free, clear, and harmless from all claims of third persons for damages arising out of negligent acts of the BACR and its agents and, in furtherance thereof, the BACR shall, at its expense, procure and maintain in full force at all times during the term of this contract the following insurance which shall be provided on an occurrence basis.

The BACR represents that it is self-insured and that it has sufficient insurance to pay claims for bodily injury, personal injury, or property damage which may arise as a result of the BACR'S performance of this Agreement.

The BACR agrees to provide the DISTRICT a thirty (30) day notice of any reduction or cancellation.

F. The DISTRICT Recognition

The BACR shall ensure recognition of the role of the DISTRICT in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the BACR will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

1. The DISTRICT or the BACR may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the DISTRICT. Such amendments shall not invalidate this Agreement, nor relieve or release the DISTRICT or the BACR from its obligations under this Agreement.
2. The DISTRICT may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the DISTRICT and the BACR. In the event performance of this agreement becomes impracticable because of changes in federal, state, or local guidelines, policies, available funding amounts, or other reasons, either party may terminate the agreement pursuant to Paragraph H.1.

H. Suspension or Termination

1. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. In the event of any such termination for convenience, all finished or unfinished documents, reports or other materials prepared by the BACR under this Agreement shall, at the option of the DISTRICT, become the property of the DISTRICT. Also, the DISTRICT is not responsible for any identified invoices in Paragraph III of the Agreement after the effective date of termination. However, invoices may be submitted for payments due within the 30 day time period within a reasonable time after termination.
2. The DISTRICT may also suspend or terminate this Agreement, in whole or in part, where, in the determination of the DISTRICT:
 - a. There is an illegal or improper use of the funds provided by the DISTRICT; or
 - b. There is a failure to comply with any terms, covenants, or conditions of this Agreement or exhibits thereto; or
 - c. There are reports submitted to the DISTRICT that are incomplete, untimely or incorrect in any material respect; or
 - d. The BACR is incapable of carrying out the proposed services, or those services are improperly performed; or
 - e. There are insufficient funds budgeted to continue the provision of services under this Agreement.
3. If the BACR materially fails to comply with any term of this Agreement or with any of the laws, rules, regulations or provisions referred to herein, the DISTRICT may declare the BACR ineligible for any further participation in the DISTRICT agreements, in addition to other remedies as provided by law.
4. In the event there is probable cause to believe the BACR is in noncompliance with any applicable laws, rules or regulations, the DISTRICT will notify the BACR as soon as practicable. The BACR, in turn, will be given ten (10) working days within which to comply or remedy the situation. In the absence of compliance, the DISTRICT may withhold up to fifty (50) percent of said Agreement funds

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until such time as the BACR is found to be in compliance by the DISTRICT, or is otherwise adjudicated to be in compliance.

- 5. If suspension or termination is in order, the DISTRICT will provide at least ten (10) days written notice to the BACR.

VI. ADMINISTRATIVE REQUIREMENTS:

A. Financial Management

1. Accounting Standards

The BACR shall bill the DISTRICT on a monthly basis with a detailed accounting of expenditures incurred by the BACR.

B. Documentation and Record-Keeping

1. Records to be Maintained

The BACR shall maintain all records required by the terms of the grant and that are pertinent to the activities to be funded under this Agreement. Such records shall generally include, but not be limited to:

- a. Records providing a full description of each activity undertaken pursuant to this Agreement.
- b. Records of all expenditures, project funds, all persons employed in the program including volunteers, and records showing compliance with all legal requirements for the program and funding.

2. Retention

The BACR shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment.

3. Close-Outs

The BACR shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment.

4. Audits & Inspections

All records of the BACR with respect to any matters covered by this Agreement shall be made available to the DISTRICT or its designees at any time during normal business hours, as often as the DISTRICT deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the BACR within 30 days after receipt by the BACR. Failure of the BACR to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments or termination of the

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agreement. The BACR hereby agrees to have an annual agency audit conducted in accordance with current policy of the DISTRICT concerning the BACR audits.

C. Reporting and Payment Procedures

1. Budgets

Prior to the release of any funds under this Agreement, the BACR must have submitted a detailed budget to be approved by the DISTRICT. The DISTRICT and the BACR may agree to revise the budget from time to time by the DISTRICT in accordance with existing policies of the DISTRICT. Any such revisions must be approved in writing, and will not necessarily change the amount approved previously.

2. Indirect Costs

If indirect costs are charged, the BACR will develop an indirect cost allocation plan for determining the appropriate share of the DISTRICT's administrative costs and shall submit such plan to the DISTRICT for approval.

3. Payment Procedures

The DISTRICT will pay to the BACR funds available under this Agreement based upon information submitted by the BACR and consistent with any approved budget and DISTRICT policy concerning payments. The DISTRICT reserves the right to liquidate funds available under this Agreement for costs incurred by the DISTRICT on behalf of the BACR.

VII. PERSONNEL & PARTICIPANT CONDITIONS:

A. Conflict of Interest

Consistent with applicable state limitations, no officer(s), employee(s) or agent(s) of the DISTRICT who exercise(s) any function or responsibility with respect to this grant may participate as a board member or officer of the BACR in the planning or carrying out of the activities or program herein proposed and approved for funding.

B. Fingerprinting

The BACR shall comply with the fingerprinting requirements of Education Code section 45125.1 with respect to all the BACR's employees and all of its Subcontractors' who may have contact with pupils of the District in the course of providing services pursuant to the Contract and the California Department of Justice shall have determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Before the commencement of any work under this agreement, a complete and accurate list of the BACR's employees and of all of its subcontractors' employees who may come in contact with pupils of the District during the course and scope of the Contractor shall have been provided to the DISTRICT.

C. Civil Rights

1. Compliance

The BACR agrees to comply with all local and state civil or human rights requirements, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA) of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246, as amended by Executive Orders 11375 and 12086. The BACR will ensure that, consistent with the ADA, all

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facilities wherein services are provided under this Agreement are accessible to all Bay Point, Concord, and Martinez residents, regardless of handicapping condition. If a facility is not accessible, but the BACR has developed an alternative plan that meets ADA requirements for such, it must be submitted to the DISTRICT for its approval within thirty (30) days of the date of the execution of this Agreement. Failure to do so may result in suspension or termination of this Agreement.

2. Nondiscrimination

The BACR will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The BACR will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The BACR agrees to post in conspicuous places, available to employees and applicants for employment or service, a notice to be provided by the DISTRICT setting forth the provisions of this nondiscrimination clause.

3. Access to Records

The BACR shall permit access to its books, records and accounts by the DISTRICT for purposes of investigation to ascertain compliance with the laws, rules, regulations and provisions stated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year written above.

MT. DIABLO UNIFIED SCHOOL DISTRICT, a district organized under the laws of the State of California:

By: Jennifer Sachs (Jennifer Sachs) Date 6/28/23
Superintendent/Designee

BAY AREA COMMUNITY RESOURCES, agency:
By: Don Blasky (Don Blasky) Date 6/23/2023
Don Blasky, Director (PO)

APPROVED AS TO FORM:

Stephanie Roberts (Stephanie Roberts) Date 7/10/23
Director, Partnership & MTSS

Cesar Alvarado (Cesar Alvarado) Date 7/13/2023
Counsel for Mt. Diablo Unified School District

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Mt. Diablo Unified School District
 CARES Expanded Learning Program
 Bay Area Community Resources (BACR) Budget
 2023-2024

Bel Air Elementary	
ASES Students Served	129
Additional Students Served	21
Total Students Served	150
Job Title	Number of Staff (School Year, 38 weeks)
Recreation Staff	7
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Job Title	Number of Staff (Summer, 4 weeks)
Recreation Staff	6
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Budgeted Amount	315,960.79

Cambridge Elementary	
ASES Students Served	198
Additional Students Served	0
Total Students Served	198
Job Title	Number of Staff (School Year, 38 weeks)
Recreation Staff	10
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Job Title	Number of Staff (Summer, 4 weeks)
Recreation Staff	10
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Budgeted Amount	399,360.79

Delta View Elementary	
ASES Students Served	144
Additional Students Served	6
Total Students Served	150
Job Title	Number of Staff (School Year, 38 weeks)
Recreation Staff	7
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Job Title	Number of Staff (Summer, 4 weeks)
Recreation Staff	5
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Budgeted Amount	305,418.29

El Monte Elementary	
ASES Students Served	84
Additional Students Served	66
Total Students Served	150
Job Title	Number of Staff (School Year, 38 weeks)
Recreation Staff	7
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Job Title	Number of Staff (Summer, 4 weeks)
Recreation Staff	3
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Budgeted Amount	293,418.29

**Mt. Diablo Unified School District
 CARES Expanded Learning Program
 Bay Area Community Resources (BACR) Budget
 2023-2024**

Fair Oaks Elementary	
ASES Students Served	114
Additional Students Served	36
Total Students Served	150
Job Title	Number of Staff (School Year, 38 weeks)
Recreation Staff	7
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Job Title	Number of Staff (Summer, 4 weeks)
Recreation Staff	4
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Budgeted Amount	299,418.29

Gregory Gardens Elementary	
ASES Students Served	0
Additional Students Served	100
Total Students Served	100
Job Title	Number of Staff (School Year, 38 weeks)
Recreation Staff	5
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Job Title	Number of Staff (Summer, 4 weeks)
Recreation Staff	4
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Budgeted Amount	264,360.79

Hidden Valley Elementary	
ASES Students Served	0
Additional Students Served	100
Total Students Served	100
Job Title	Number of Staff (School Year, 38 weeks)
Recreation Staff	5
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Job Title	Number of Staff (Summer, 4 weeks)
Recreation Staff	4
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Budgeted Amount	264,360.79

Holbrook Language Academy	
ASES Students Served	0
Additional Students Served	100
Total Students Served	100
Job Title	Number of Staff (School Year, 38 weeks)
Recreation Staff	5
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Job Title	Number of Staff (Summer, 4 weeks)
Recreation Staff	4
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Budgeted Amount	264,360.79

Mt. Diablo Unified School District
 CARES Expanded Learning Program
 Bay Area Community Resources (BACR) Budget
 2023-2024

Meadow Homes Elementary	
ASES Students Served	181
Additional Students Served	0
Total Students Served	181
Job Title	Number of Staff (School Year, 38 weeks)
Recreation Staff	10
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Job Title	Number of Staff (Summer, 4 weeks)
Recreation Staff	10
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Budgeted Amount	399,360.79

Monte Gardens Elementary	
ASES Students Served	0
Additional Students Served	100
Total Students Served	100
Job Title	Number of Staff (School Year, 38 weeks)
Recreation Staff	5
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Job Title	Number of Staff (Summer, 4 weeks)
Recreation Staff	4
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Budgeted Amount	264,360.79

Rio Vista Elementary	
ASES Students Served	139
Additional Students Served	11
Total Students Served	150
Job Title	Number of Staff (School Year, 38 weeks)
Recreation Staff	7
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Job Title	Number of Staff (Summer, 4 weeks)
Recreation Staff	4
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Budgeted Amount	299,418.29

Shore Acres Elementary	
ASES Students Served	167
Additional Students Served	8
Total Students Served	175
Job Title	Number of Staff (School Year, 38 weeks)
Recreation Staff	8
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Job Title	Number of Staff (Summer, 4 weeks)
Recreation Staff	8
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Budgeted Amount	347,760.79

**Mt. Diablo Unified School District
 CARES Expanded Learning Program
 Bay Area Community Resources (BACR) Budget
 2023-2024**

Silverwood Elementary	
ASES Students Served	0
Additional Students Served	100
Total Students Served	100
Job Title	Number of Staff (School Year, 38 weeks)
Recreation Staff	5
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Job Title	Number of Staff (Summer, 4 weeks)
Recreation Staff	4
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Budgeted Amount	264,360.79

Sun Terrace Elementary	
ASES Students Served	140
Additional Students Served	20
Total Students Served	160
Job Title	Number of Staff (School Year, 38 weeks)
Recreation Staff	8
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Job Title	Number of Staff (Summer, 4 weeks)
Recreation Staff	5
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Budgeted Amount	325,218.29

Westwood Elementary	
ASES Students Served	0
Additional Students Served	100
Total Students Served	100
Job Title	Number of Staff (School Year, 38 weeks)
Recreation Staff	5
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Job Title	Number of Staff (Summer, 4 weeks)
Recreation Staff	4
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Budgeted Amount	264,360.79

Woodside Elementary	
ASES Students Served	0
Additional Students Served	100
Total Students Served	100
Job Title	Number of Staff (School Year, 38 weeks)
Recreation Staff	5
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Job Title	Number of Staff (Summer, 4 weeks)
Recreation Staff	4
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Budgeted Amount	243,548.29

Mt. Diablo Unified School District
 CARES Expanded Learning Program
 Bay Area Community Resources (BACR) Budget
 2023-2024

Wren Avenue Elementary	
ASES Students Served	144
Additional Students Served	6
Total Students Served	150
Job Title	Number of Staff (School Year, 38 weeks)
Recreation Staff	7
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Job Title	Number of Staff (Summer, 4 weeks)
Recreation Staff	5
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Budgeted Amount	305,418.29

Ygnacio Valley Elementary	
ASES Students Served	128
Additional Students Served	22
Total Students Served	150
Job Title	Number of Staff (School Year, 38 weeks)
Recreation Staff	7
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Job Title	Number of Staff (Summer, 4 weeks)
Recreation Staff	5
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Budgeted Amount	305,418.29

El Dorado Middle	
ASES Students Served	115
Additional Students Served	0
Total Students Served	115
Job Title	Number of Staff (School Year, 38 weeks)
Recreation Staff	7
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Job Title	Number of Staff (Summer, 4 weeks)
Recreation Staff	7
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Budgeted Amount	321,960.79

Oak Grove Middle	
ASES Students Served	115
Additional Students Served	0
Total Students Served	115
Job Title	Number of Staff (School Year, 38 weeks)
Recreation Staff	6
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Job Title	Number of Staff (Summer, 4 weeks)
Recreation Staff	6
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Budgeted Amount	296,160.79

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**Mt. Diablo Unified School District
 CARES Expanded Learning Program
 Bay Area Community Resources (BACR) Budget
 2023-2024**

Riverview Middle	
ASES Students Served	115
Additional Students Served	0
Total Students Served	115
Job Title	Number of Staff (School Year, 38 weeks)
Recreation Staff	6
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Job Title	Number of Staff (Summer, 4 weeks)
Recreation Staff	6
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Budgeted Amount	296,160.79

Garden Academy at Riverview Middle	
Job Title	Number of Staff (School Year, 38 weeks)
Program Lead	4
Garden Educator Assistant Coordinator	1
Garden Educator I	1
Job Title	Number of Staff (Summer, 4 weeks)
Program Lead	4
Garden Educator Assistant Coordinator	1
Garden Educator I	1
Budgeted Amount	303,585.79

Mt. Diablo High	
ASES Students Served	0
Additional Students Served	102
Total Students Served	102
Job Title	Number of Staff (School Year, 38 weeks)
Program Lead	1
Program Coordinator (PC)	1
Job Title	Number of Staff (Summer, 4 weeks)
Program Lead	1
Program Coordinator (PC)	1
Budgeted Amount	132,345.79

Ygnacio Valley High	
ASES Students Served	0
Additional Students Served	131
Total Students Served	131
Job Title	Number of Staff (School Year, 38 weeks)
Program Lead	1
Program Coordinator (PC)	1
Job Title	Number of Staff (Summer, 4 weeks)
Program Lead	1
Program Coordinator (PC)	1
Budgeted Amount	132,345.79

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**Mt. Diablo Unified School District
 CARES Expanded Learning Program
 Bay Area Community Resources (BACR) Budget
 2023-2024**

Potential New CARES Location #1	
ASES Students Served	0
Additional Students Served	100
Total Students Served	100
Job Title	Number of Staff (School Year, 38 weeks)
Recreation Staff	5
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Job Title	Number of Staff (Summer, 4 weeks)
Recreation Staff	4
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Budgeted Amount	243,548.29

Potential New CARES Location #2	
ASES Students Served	0
Additional Students Served	100
Total Students Served	100
Job Title	Number of Staff (School Year, 38 weeks)
Recreation Staff	5
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Job Title	Number of Staff (Summer, 4 weeks)
Recreation Staff	4
Program Coordinator Assistant (PCA)	1
Program Coordinator (PC)	1
Budgeted Amount	264,360.75

Program-Wide Support	
Job Title	Number of Staff
Recreation Manager	4
Program-Wide Consultant	2
Athletic Director	1
Budgeted Amount	580,100.00

Peer Activity Leader (PAL) Program	
Job Title	Number of Staff
PAL Facilitator	4
PAL Student Leader	2
PAL Student Intern	2
Budgeted Amount	127,514.00

Totals	
Total ASES Students Served	1913
Total Additional Students Served	1329
Grand Total Students Served	3242
Grand Total Budgeted Amount	8,123,967.00

Cost per student = \$2,505.85



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/30/2023

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 VANTREO Insurance Brokerage 100 Stony Point Rd, Suite 160 Santa Rosa CA 95401 License#: 0K07568 BAYAREA-10	CONTACT NAME: Rebecca Chavez PHONE (A/C, No, Ext): 707-546-2300 E-MAIL ADDRESS: certs@vantreo.com	FAX (A/C, No): 707-546-2915
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: State Compensation Insurance Fund - SCIF	35076
	INSURER B: Accredited Specialty Insurance Company	16835
	INSURER C: Philadelphia Insurance Companies	
	INSURER D:	
	INSURER E:	
	INSURER F:	

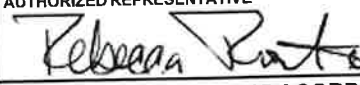
INSURED
 Bay Area Community Resources, Inc.
 171 Carlos Drive
 San Rafael CA 94903-2005

COVERAGES **CERTIFICATE NUMBER:** 1480374201 **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	
C	<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 OTHER:	Y		PHPK2573995	7/1/2023	10/1/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 20,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
C	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2573995	7/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			PHUB871560	7/1/2023	10/1/2024	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	<input type="checkbox"/> 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	9233948-2023	7/1/2023	7/1/2024	<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
C	Abuse Liability			PHPK2573995	7/1/2023	10/1/2024	Aggregate	2,000,000
C	Prof Liab (Abuse)			PHPK2573995	7/1/2023	10/1/2024	Aggregate	2,000,000
B	Cyber Liability			2-CIA-CA-17-S0112268-00	7/1/2023	10/1/2024	Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Crime Liability - PHPK2573995 - Effective 7/1/2023 - 10/01/2024 - Occurrence/AGG \$500,000
 Abuse liability - PHPK2573995- Effective 7/1/2023-10/01/2024-Per occurrence limit \$1,000,000
 Mt. Diablo Unified School District is additional insured in regards to general liability per attached form.

CERTIFICATE HOLDER Mt. Diablo Unified School District 1936 Carlotta Drive Concord CA 94519 USA	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 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph a. is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

“Bodily injury” or property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph b. **Contractual Liability** is amended to include the following:

- (3) Based on the named insured’s request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter’s liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph g. (2) is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
- (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS**, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance, (1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph 1. **Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph 2. **Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate "violation(s)" by any insured.

- b. **Criminal Acts**

Any "violation" which results in any criminal penalties under the HIPAA.

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."
- b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.
- c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:
 - a. \$20,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. **Exclusions**, Paragraph e. **Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. **b.** is deleted in its entirety and replaced by the following:

1. **b.** Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

1.**d.** is deleted in its entirety and replaced by the following:

1. **d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
 - (1) Any natural person:
 - (a) While in your service or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you; or
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
 - (b) To meet seasonal or short-term workload conditions;
 while that person is subject to your direction and control and performing services for you.
 - (3) "Employee" does not mean:
 - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph 3.a. is deleted in its entirety and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
- a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
- b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

- d. **Funding Source** – Any person or organization with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

h. Grantors of Permits – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

(1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

i. Vendors – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
- (i) The exceptions contained in Sub-paragraphs (d) or (f); or
- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- i. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured when required by a contract.
- With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to "bodily injury" or "property damage" occurring after:
- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. **Representations** is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. **Transfer of Rights of**

Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

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- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.