



MORGAN HILL UNIFIED SCHOOL DISTRICT

CONTRACT APPROVAL ROUTING SLIP

2022-23


The District employee that is providing the attached Services Agreement to the person or entity that will be providing special services to the District should first do the following:


1. Provide only the Morgan Hill Unified School District's approved Services Agreement. The Services Agreement should be completed in lieu of signing any vendor contract for services.
2. The completed Services Agreement needs to be submitted to the Assistant Superintendent, Business Services' office the Thursday prior to the Board deadline date, unless otherwise noted.


Title of MOU / Contract / Grant Agreement: (please include not to exceed amount of contract) Therapy Travelers LLC	
Date Routed: 4/20/2022	Date Due Back to #1 Below:
Entered in Google Sheet if under \$100k <input type="checkbox"/>	Amount: \$ 276,353.00
Contract Initiator: Nicky Hilkene	Initial: <u>NH</u> Date: <u>4/20/22</u> Site: SpEd
1. Administrator responsible for implementation: Rebecca O'Brien	
Program Name: Special Education	Initial: <u>1</u>
Budget # 080-6500-0-5825-00-5760-1190-6500000-000-	Date: _____
2. Fawn Myers, Assistant Superintendent HR (Only for personnel contracts, ex: psychologist)	
Initial: <u>2</u> Date: _____	
3. Assistant Superintendent responsible for implementation: Pilar Vazquez-Vialva	
Initial: <u>3</u> Date: _____	
4. Fiscal Approvals	
Fiscal Services, Buyer	Initial: <u>4</u> Date: _____
Fiscal Services, Director	Initial: <u>5</u> Date: _____
Fiscal Services, SPED (SPED contracts only)	Initial: <u>6</u> Date: _____
5. Department Executive Assistant, Confidential	Initial: <u>7</u> Date: _____
6. Kirsten Perez, Deputy Superintendent and CFO	
Initial: <u>8</u>	
Date: _____	
7. Return to responsible administrator (#1 above) to schedule for Board approval and submit to Superintendent's office with a Board agenda cover page. Please include this form with agenda item.	
8. Board Approval Date: _____	
9. Following Board approval, Superintendent's office will return to responsible administrator (#1 above) to initiate the Purchase Order Requisition.	
PO Req. # _____	


Summary of Comments on Therapy Travelers Full Services Agreement.pdf


Page: 1


 Number: 1 Author: Nicky Hilkené Date: 4/20/2022 1:00:02 PM
@obrienr@mhusd.org please could you approve this contract?


 Author: Rebecca O'Brien Date: 4/20/2022 1:00:02 PM
approved


 Number: 2 Author: Nicky Hilkené Date: 5/3/2022 3:40:25 PM
@myersf@mhusd.org please could you approve this contract?


 Author: Fawn Myers Date: 5/3/2022 3:40:25 PM
approved


 Number: 3 Author: Nicky Hilkené Date: 4/20/2022 10:57:27 PM
@vazquez-vialvap@mhusd.org please could you approve this contract?


 Author: Pilar Vazquez-Vialva Date: 4/20/2022 10:57:27 PM
approved.


 Number: 4 Author: Nicky Hilkené Date: 4/25/2022 1:34:14 PM
@daltond@mhusd.org please could you approve this contract?


 Author: Dianne Dalton Date: 4/20/2022 4:05:11 PM
Please confirm which vendor will be paid. Page 6 has a different tax ID number than the other pages, and the W-9 form is not the correct form for this vendor. There are 2 separate business names with 2 tax ID numbers.


 Author: Dianne Dalton Date: 4/25/2022 1:34:14 PM
Approved


 Number: 5 Author: Nicky Hilkené Date: 4/22/2022 2:55:02 PM
@leel@mhusd.org please could you approve this contract?


 Author: Lisa Lee Date: 4/22/2022 2:55:02 PM
Approved.


 Number: 6 Author: Nicky Hilkené Date: 4/20/2022 11:12:25 AM
@thomsenm@mhusd.org please could you approve this contract?

 Author: Michele Thomsen Date: 4/20/2022 11:12:25 AM
approved

 Number: 7 Author: Nicky Hilkené Date: 4/20/2022 9:37:14 AM
@campbellt@mhusd.org please could you approve this contract? (I realize the WC expires next week and they will be sending a new COI once they have it)

 Author: Tricia Campbell Date: 4/20/2022 9:37:14 AM
approved

 Number: 8 Author: Nicky Hilkené Date: 5/12/2022 11:23:47 PM
@murraya@mhusd.org please could you approve this contract?

 Author: Allison Murray Date: 5/12/2022 11:23:47 PM
@hilkenen@mhusd.org Approved to go to the board



MORGAN HILL UNIFIED SCHOOL DISTRICT

SERVICES AGREEMENT

2022-23

THIS AGREEMENT ("Agreement") is made between Morgan Hill Unified School District, 15600 Concord Circle, Morgan Hill, CA 95037, hereinafter referred to as the DISTRICT, and the following named service provider hereinafter referred to as VENDOR:

VENDOR NAME: Therapy Travelers LLC

DBA: Therapy Travelers

ADDRESS: P.O.Box 28870

MAILING ADDRESS: (if different than above)

CITY: Anaheim

STATE: CA

ZIP: 92809-9998

PHONE: 562 270 9434

FAX:

EMAIL ADDRESS: lfabricant@therapytravelers.com

FEDERAL TAX I.D. OR SOCIAL SECURITY NUMBER: 82-2788806

Vendor is responsible for updating contact information in a timely manner.

NOTE: Federal Regulations (Code Sections 6041 and 6209) require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed or failure to furnish the taxpayer identification number. The DISTRICT requires your federal tax identification number or Social Security Number, whichever is applicable, in order to comply with these regulations.

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Other _____

☐ Limited Liability Company

Type: ☐ (C) ☐ (S) ☐ (P)

Submittal of Documents: The VENDOR shall not commence the work under this Agreement until the VENDOR has submitted and the DISTRICT has approved the certificate(s) and affidavit(s), and the endorsement(s) of the insurance required as indicated below:

	Signed Agreement
	Insurance Certificates and Endorsements
	W-9 Form
	Workers' Compensation Certificate (if applicable)
	Tuberculosis Clearance (if applicable)
	Fingerprinting/Criminal Background Investigation (if applicable)
	DIR # _____ (if applicable)
	Addendum for Technology Service Agreement (if applicable)
	Addendum for COVID-19 (if applicable)

1. TERM

This Agreement is effective on 08/11/2022 and terminates on 06/08/2023 or upon completion of services, whichever occurs first.

VENDOR shall not undertake any work under this Agreement until this Agreement is reviewed and approved by the DISTRICT's Board of Education, and VENDOR is in receipt of a signed Agreement.

2. TERMINATION

2.1 Without cause by DISTRICT. DISTRICT may, at any time, with or without reason, terminate this Agreement and compensate VENDOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by VENDOR. Notice shall be deemed given when received by the VENDOR no later than three (3) days after the day of mailing, whichever is sooner.

2.2 Without cause by VENDOR. VENDOR may, upon thirty (30) day notice, with or without reason, terminate this Agreement. Upon this termination, DISTRICT shall only be obligated to compensate VENDOR for services satisfactorily rendered to the date of termination. Written notice by VENDOR shall be sufficient to stop further performance of services to DISTRICT. VENDOR acknowledges that this thirty (30) day notice period is acceptable so that the DISTRICT can attempt to procure the services from another source.

2.3 With cause by DISTRICT. DISTRICT may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

2.3.1. Material violation of this Agreement by the VENDOR; or

2.3.2. Any act by VENDOR exposing the DISTRICT to liability to others for personal injury or property damage; or

2.3.3. VENDOR is adjudged bankrupt, VENDOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of VENDOR'S insolvency.

Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the DISTRICT may secure the required services from another VENDOR. If the expense, fees, and/or costs to the DISTRICT exceed the cost of providing the services pursuant to this Agreement, the VENDOR shall immediately pay the excess expense, fees, and/or costs to the DISTRICT upon the receipt of the DISTRICT'S notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available.

3. SUBCONTRACT OR ASSIGNMENT

Neither party shall assign, delegate or subcontract any part of this Agreement without the written consent of the other party.

4. INTERPRETATION

In the event of any conflict or inconsistency between VENDOR'S agreement or documents and this MORGAN HILL UNIFIED SCHOOL DISTRICT SERVICES AGREEMENT, the MORGAN HILL UNIFIED SCHOOL DISTRICT SERVICES AGREEMENT shall prevail and supersede all other agreements or contract language.

5. INDEPENDENT CONTRACTOR STATUS

In the performance of the services to be provided, VENDOR is an independent contractor with the authority to control and direct the performance of the details of the work, and this Agreement shall not be construed to create the relationship of agent, employee, partnership, joint venture, or association. VENDOR understands and agrees that it and all of its employees are not employees of the DISTRICT and are not entitled to benefits to which DISTRICT employees are normally entitled, including, but not limited to, State Unemployment Compensation, Workers' Compensation, vacation or sick pay.

6. TAX REPORTING / PAYMENT

VENDOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including, but not limited to, Unemployment Insurance, Social Security and Income Taxes with respect to VENDOR'S employees. Pursuant to IRS regulations, the DISTRICT shall provide VENDOR in IRS identified tax classification with an annual statement of compensation on the appropriate federal forms (currently IRS Form 1099 Misc.).

7. REGULATIONS

VENDOR shall comply with all federal, state, and local laws, ordinances, regulations, permit requirements, and Board of Education's policies and regulations in performance of this Agreement, including as set forth herein at Paragraph 8.

8. FINGERPRINTING AND CRIMINAL RECORDS CHECK

The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to the VENDOR performing any of the services as listed in Item 12 of this Agreement. DISTRICT retains authority to remove any VENDOR employee from DISTRICT site upon the determination that he/she has not complied with this fingerprinting and background check requirement, or has been convicted of a violent or serious felony, as defined in Education Code §45122.1. VENDOR must notify the DISTRICT and remove any employee immediately should the VENDOR learn that an employee working on a DISTRICT site has been convicted of a serious or violent felony, or sex offense. Failure to provide notice as required above may result in cancellation of this Agreement by DISTRICT and further legal action by the DISTRICT where applicable.

9. GOVERNING LAW

This Agreement shall be governed under the laws of the State of California. VENDOR hereby consents to the jurisdiction of the state or federal courts of Santa Clara County, California.

10. MISCELLANEOUS

This Agreement contains the entire agreement between DISTRICT and VENDOR and supersedes any and all prior discussions, understandings, and negotiations, whether oral or in writing. This Agreement may not be modified or amended unless in writing and signed by both parties.

11. INSURANCE AND INDEMNIFICATION

VENDOR agrees to defend, indemnify, and hold harmless the DISTRICT, its Board of Education, officers, employees and agents, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments, liabilities and judgments, including attorneys fees, arising from personal or bodily injuries, property damage or otherwise, regardless of and however caused that may arise for any reason from VENDOR'S performance of this Agreement.

VENDOR must keep in full force and affect a policy or policies of Workers' Compensation Insurance in the amount or amounts required by applicable law.

During the term of this Agreement, VENDOR shall procure and maintain general liability, automobile liability, and professional liability (errors and omissions) from a California licensed insurer acceptable to DISTRICT with per-occurrence limits of \$1 Million unless otherwise specified by the DISTRICT. VENDOR shall provide DISTRICT with a Certificate(s) of Insurance evidencing such coverage. High risk activities may require additional coverage as determined by the DISTRICT. Certificate Holder is Morgan Hill Unified School District. VENDOR shall also provide an Additional Insured Endorsement, naming Morgan Hill Unified School District as Additional Insured. Such insurance coverage shall be primary insurance and any insurance or self-insurance maintained by the DISTRICT shall be non-contributory. These certificates shall contain a provision that coverage afforded under the policy will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been delivered to the DISTRICT.

12. DESCRIPTION OF SERVICES (SCOPE OF WORK)

VENDOR shall supply all required payment and performance bonds and shall pay employees applicable prevailing wages in accordance with state and federal law where required. VENDOR shall furnish, at its own expense, all labor, materials, equipment and other items necessary to carry out the terms of this Agreement. VENDOR shall provide the following services to DISTRICT:

The VENDOR shall furnish the DISTRICT with two Speech Language Pathologists (Certified, CCC, highly experienced) to work remotely during the MHUSD 2022-23 school year. Duties to include (but not limited to) providing assessments for eligibility for speech therapy, report writing, goal development, IEP meetings and direct therapy services. Consultation with director, principal, program specialist, teacher/school staff and parents. Therapist to start 8/11/2022. Attached is the 2022-23 school calendar, and services dates follow the calendar. Daily activity logs and service logs must be submitted monthly. Overtime requires pre-approval by the Director of Special Education.

\$97/hour for 185 days, 7.7 hours/day (38.5/week) = \$138,176.50 per therapist, total \$276,353.00

Total contract not to exceed \$276,353.00

Exhibit A - MHUSD Calendar

(Additional pages may be added and shall be marked Exhibit "A" and are incorporated herein by this reference).

13. COMPENSATION AND EXPENSES

DISTRICT agrees to pay the VENDOR for services satisfactorily rendered pursuant to this Agreement at the rate set forth in Section 12 for a total fee not to exceed \$ 276,353.00. District shall pay VENDOR according to the following terms and conditions:

13.1. Payment shall be made for all undisputed amounts in installment payments within thirty (30) days after the VENDOR submits an invoice to the DISTRICT. VENDOR will only be paid after the MHUSD Board of Education has approved/ratified this Agreement.

13.2. VENDOR invoices will be subject to verification that services have been rendered and subject to written approval by Dr. Rebecca O'Brien.

13.3. DISTRICT shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR in performing services for DISTRICT including but not limited to travel, professional development related expenses, duplication, etc.

13.4. VENDOR shall not increase prices during the term of this Agreement.

13.5. All invoices must be submitted within 30 days of rendering services. DISTRICT reserves the right to reject invoices submitted for payment more than 30 days after services are performed.

14. OWNERSHIP OF WORK PRODUCT

VENDOR agrees all work prepared or produced during the course of this Agreement and arising from the

VENDOR: TherapyTravelers LLCTAX I.D. NUMBER: 82-2788806

impaired thereby, except where enforcement is inconsistent with the parties' intent.

22. RELEASE, DISCHARGE OR WAIVER

No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon either party hereto unless in writing and executed by both parties hereto. Neither the failure to insist upon strict performance of any of the agreements, terms, covenants or conditions hereof, nor the acceptance of monies due hereunder with knowledge of a breach of this Agreement, shall be deemed a waiver of any rights or remedies that either party hereto may have or a waiver of any subsequent breach or default in any of such agreements, terms, covenants or conditions.

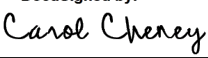
23. EXECUTION IN COUNTERPARTS

This Agreement may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same agreement.

Any party signing this Agreement on behalf of the VENDOR hereby represents that he/she is duly authorized by the VENDOR to execute this Agreement and that the VENDOR has agreed to be bound by the provisions hereof.

TherapyTravelers LLC ("VENDOR")

DocuSigned by:

Signature: Date: 4/4/2022 | 3:13:09 PM PDTName: Carol Cheney

22D2D10C6B8842F...

Title: President☐ MORGAN HILL UNIFIED SCHOOL DISTRICT ("DISTRICT")


Signature: _____

Date: _____

Name: Kirsten PerezTitle: Deputy Superintendent and Chief Financial Officer

Date of Board Approval _____

Notwithstanding the effective date of this Agreement set forth in Paragraph 1, this Agreement shall not be considered accepted, approved or otherwise effective until 1) Board approval and 2) the required approvals and certifications have been implemented, provided by, or submitted to the DISTRICT, as appropriate.

 Number: 1 Author: Allison Murray Date: 5/12/2022 9:49:56 AM
@lep@mhusd.org


 Author: Phuong Le Date: 5/12/2022 9:49:56 AM
Approved.

Exhibit A

MORGAN HILL UNIFIED SCHOOL DISTRICT 2022- 2023 TRADITIONAL CALENDAR

LEGEND

H - Legal Holiday

N - School Closed

M - Elementary Minimum Days

SN - Secondary Non-School Day
Semester Day

EN - Elementary Non-School Day
Conference Day

Non-School Day - Prof. Dev.
for Teachers

★ First and last days of School

Q1 - Qtr 1 Ends
Q3 - Qtr 3 Ends

T1 - Trimester Ends
T2 - Trimester Ends

S1 - Semester 1 Ends

CAASP Testing X/XX - X/XX

T1 = 62 Days
T2 = 56 Days
T3 = 62 Days

Sem 1 = 84 Days
Sem 2 = 96 Days

JULY 2022						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

AUGUST						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

SEPTEMBER						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

OCTOBER						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

NOVEMBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

DECEMBER						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JANUARY 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

MARCH						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APRIL						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

MAY						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JUNE						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Approved by Board of Education: 06/15/21
Subject to budget cuts and future negotiations



MORGAN HILL UNIFIED SCHOOL DISTRICT

FINGERPRINTING / CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below must be checked, with the corresponding certification provided, and this form attached to the Services Agreement ("Agreement"):

☐ **(To be completed by authorized DISTRICT employee only)** VENDOR'S employees will have only limited contact, if any, with DISTRICT pupils and the DISTRICT will take appropriate steps to protect the safety of any pupils that may come in contact with VENDOR'S employees so that the fingerprinting and criminal background investigation requirements of Education Code § 45125.1 shall not apply to VENDOR for the services under this agreement. As an authorized DISTRICT official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the DISTRICT (Education Code § 45125.1 (c))

Date: _____

District Representative Name and Title _____

Signature _____

☒ The fingerprinting and criminal background investigation requirements of Education Code § 45125.1 apply to VENDOR'S services under this Agreement and VENDOR certifies its compliance with these provisions as follows:

VENDOR certifies that the VENDOR has complied with the fingerprinting and criminal background investigation requirements of Education Code § 45125.1 with respect to all VENDOR'S employees, subcontractors, agents, and subcontractors' employees or agents regardless of whether those employees are paid or unpaid, concurrently employed by the DISTRICT, or acting as independent contractors of the VENDOR, who may have contact with DISTRICT pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code § 45122.1. A complete and accurate list of all employees who may come in contact with DISTRICT pupils during the course and scope of the Agreement is attached hereto, or shall be provided to the DISTRICT prior to any employee having any contact with DISTRICT pupils, and an updated list of all employees who may come in contact with DISTRICT pupils during the course and scope of the agreement shall be provided to the DISTRICT within ten (10) days of DISTRICT's request.

☐ VENDOR'S services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with DISTRICT pupils, pursuant to Education Code § 45125.2 DISTRICT shall ensure the safety of the pupils by at least one of the following as marked:

☐ The installation of a physical barrier at the worksite to limit contact with pupils.

☐ Continual supervision and monitoring of all VENDOR'S on-site employees of VENDOR by an employee of VENDOR, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

☐ Surveillance of employees by DISTRICT personnel. **(To be completed by authorized DISTRICT employee only)**

Date: _____

District Representative Name and Title _____

Signature _____

I am a representative of the VENDOR 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 the VENDOR.

Name of VENDOR or Company: TherapyTravelers, LLC / 3Chords, Inc., dba TherapyTravelers Date: 4/4/2022 | 3:13:09 PM PDT

Representative's Name and Title: Carol Cheney, President

Signature: Carol Cheney

22D2D10C6B8842F...



MORGAN HILL UNIFIED SCHOOL DISTRICT

TUBERCULOSIS CLEARANCE

The undersigned does hereby certify to the governing board of the DISTRICT as follows:

I am a representative of the VENDOR currently 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 the VENDOR. VENDOR'S responsibility for tuberculosis clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with DISTRICT pupils regardless of whether they are designated as employees or acting as independent contractors of the VENDOR.

VENDOR certifies that at least one of the following items applies to the Scope of Work that is the subject of this Agreement:

☒ The VENDOR ensures that any person providing any portion of the services has completed the Tuberculosis Risk Assessment Questionnaire (in accordance with California Education Code Section 49406 and Health and Safety Code Sections 121525-121555) and found that VENDOR does not have risk factors, or if tuberculosis risk factors were identified, the patient has been examined and determined to be free of infectious tuberculosis, by a physician or surgeon, within 60 days of Board approval of the Agreement, or if previous contractor to the DISTRICT, within the last four (4) years. If there is however a positive result, chest x-ray verification is required.

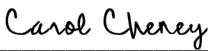
Upon the DISTRICT'S request, a complete and accurate list of VENDOR'S employees and of all of its subcontractors' employees, who may come in contact with DISTRICT pupils during the course and scope of the Agreement, will be required to be furnished – indicating the date of each person's completion of the questionnaire and if necessary physical examination.

☐ VENDOR'S Scope of Work under this Agreement is to be provided at an unoccupied school site only or will not be done on any DISTRICT property where any employee and / or subcontractor or supplier of any tier of Agreement shall come in contact with DISTRICT pupils.

DATE: 4/4/2022 | 3:13:09 PM PDT

Name of VENDOR or Company: TherapyTravelers, LLC / 3Chords, Inc., dba TherapyTravelers

Representative's Name and Title: Carol Cheney, President

Signature: DocuSigned by:

22D2D10C6B8842F...



MORGAN HILL UNIFIED SCHOOL DISTRICT

WORKERS' COMPENSATION CERTIFICATION

California law requires all employers to carry workers' compensation insurance, even if they have only one employee. If you are the sole owner and you have no employees, or if your business is an out of state corporation with no employees working in California, you may not be required to carry workers' compensation insurance. It is your responsibility to comply with the law. If you do not know whether you are required to carry workers' compensation insurance, find out by contacting the California Department of Industrial Relations ("DIR"). Information is also available on the DIR's website at <http://dir.ca.gov>.

Labor Code § 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

- ☒ By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- ☐ 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 the ability to self-insure and to pay any compensation that may become due to its employees.
- ☐ I understand that California Labor Code § 3700 et seq requires employers to provide workers' compensation insurance coverage for any employees of my business. I hereby warrant that this business is exempt from the California Labor Code provisions regarding workers' compensation insurance because it has no employees working in California or is a sole-owner with no employees.

I am aware of the provisions of Labor Code § 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Scope of Work of this Agreement.

DATE: 4/4/2022 | 3:13:09 PM PDT

Name of VENDOR or Company: TherapyTravelers, LLC / 3Chords, Inc., dba TherapyTravelers

Representative's Name and Title: Carol Cheney, President

Signature: Carol Cheney
22D2D10C6B8842F...



MORGAN HILL UNIFIED SCHOOL DISTRICT

COVID-19 CERTIFICATION

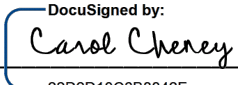
In accordance with the State Public Health Officer Order of August 11, 2021, Contractor and/or Contractor Parties shall at all times during the term of the Agreement comply with the COVID-19 certification requirements as required by this Agreement and as set forth below. Specifically, by checking the applicable box below, Contractor hereby represents and warrants to District the following:

- ☒ Contractor and/or Contractor Parties will not be present on a District school site and will not have close contact* with District students or staff during the term of this Agreement. Contractor and/or Contractor Parties shall adhere to all applicable COVID-19 safety standards.
- ☐ Contractor and/or Contractor Parties shall or may perform services on a District school site and have close contact* with District students or staff during the term of this Agreement. At no cost to the District, Contractor and/or Contractor Parties employees will have been fully vaccinated against COVID-19 as defined by the Centers for Disease Control and Prevention (CDC) before starting services. Prior to commencing work, Contractor and/or Contractor Parties shall provide a list of those who will be performing services and their corresponding proof of vaccination. Contractor shall maintain on file records showing that the Contractor and/or Contractor Parties were vaccinated against COVID-19. These records shall be regularly maintained and updated by Contractor and shall be provided to the District with the initial contract and upon request or audit afterwards. Contractor further agrees and acknowledges that District may at its sole discretion modify the requirements of this COVID-19 certification to ensure the health and safety of students and staff. Contractor and/or Contractor Parties shall adhere to all applicable COVID-19 safety standards.

DATE: 4/4/2022 | 3:13:09 PM PDT

Name of VENDOR or Company: TherapyTravelers, LLC / 3Chords, Inc., dba TherapyTravelers

Representative's Name and Title: Carol Cheney, President

Signature: 
DocuSigned by: 22D2D10C6B8842F...

*Close contact as defined by the Center for Disease Control and Prevention



Number: 1

Author: Allison Murray

Date: 5/10/2022 2:21:14 PM



Number: 2

Author: Allison Murray

Date: 5/10/2022 2:21:14 PM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/1/2022

4/22/2022

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED 1499431 EPIC HEALTHCARE STAFFING THERAPYTRAVELERS LLC & 3CHORDS INC. PO BOX 28870 ANAHEIM CA 92809	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Lloyds Syndicate 2623		
	INSURER B: Trumbull Insurance Company		27120
	INSURER C: Ironshore Specialty Insurance Co		25445
	INSURER D: Redwood Fire and Casualty Insurance Co		11673
	INSURER E: Berkshire Hathaway Specialty Insurance Company		22276
INSURER F: Federal Insurance Company		20281	

COVERAGES**CERTIFICATE NUMBER:** 17921601**REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR EBL AGG \$3,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	N	N	W30752210101	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	35UENGB7194	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	N	N	HC7AACDE38001	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
D E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	EPWC318561 (AOS) EPWC318708 (FL,OR)	4/26/2022 4/26/2022	4/26/2023 4/26/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A F	PROFESIONAL LIAB. ABUSE & MOLESTATION CRIME	N	N	W30752210101 8259-9959	10/1/2021 10/1/2021	10/1/2022 10/1/2022	\$5,000,000 OCC/AGG \$3,000,000

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

This certificate is issued as evidence of insurance coverage only.

CERTIFICATE HOLDER**17921601**Morgan Hill Unified School District
15600 CONCORD CIR.
MORGAN HILL CA 95037**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

© 1988-2015 ACORD CORPORATION. All rights reserved.



MORGAN HILL UNIFIED SCHOOL DISTRICT

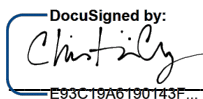
STUDENT DATA CONFIDENTIALITY AGREEMENT

I acknowledge my responsibility to respect the confidentiality of student records and to act in a professional manner in the handling of student data. I will ensure that confidential data, including personally identifiable information (PII) is not created, collected, stored, maintained, or disseminated in violation of state and federal laws.

Furthermore, I agree to the following guidelines regarding the appropriate use of student data collected by myself or made available to me from other school or district employees:

- I will comply with school district confidentiality policies, as well as state and federal confidentiality laws including Family Educational Rights and Privacy Act (FERPA): <http://www.ed.gov/offices/OM/fpc/ferpa/>, and the Children's Online Privacy Protection Act (COPPA): <https://www.ftc.gov/enforcement/rules/rulemaking-regulatory-reform-proceedings/childrens-online-privacy-protection-rule>
- Student data will only be accessed for students for whom I have a legitimate professional need and will be used for the sole purpose of improving student achievement or ensuring student and school safety.
- I understand that student specific data is never to be transmitted via email or as an email attachment unless the file is encrypted, password protected or PII has been redacted.
- I will securely log in and out of the programs that store student specific data. I will not share my password nor keep password information in an accessible location. Any documents I create containing student specific data will be stored securely within the district network or within a password-protected environment. I will not store student specific data on any personal computer and/or external devices that are not password protected. (External devices include but are not limited to USB/thumb drives, external hard drives, cell phones and tablets.)
- I will not record any digital or online virtual learning or assessment sessions that would become part of a student's record.
- Regardless of its format, I will treat all information with respect for student privacy. I will not leave student data in any form accessible or unattended, including information on a computer display or hard copy documents.
- Any digital or hard copy records containing PII will be returned to the district office or school site when employment or job assignment has been completed or terminated.

By signing below, I acknowledge, understand and agree to accept all terms and conditions of the Morgan Hill Unified School District's Student Data Confidentiality Agreement.

DocuSigned by:

 E93C19A6190143F...

Signature of Employee/Contractor

Christina Cwynar

Print Name

4/20/2022 | 2:39:30 PM PDT

Date

Speech Pathologist

Job Title