

MEMORANDUM OF UNDERSTANDING BETWEEN
ADVENT GROUP MINISTRIES, Inc.
AND
Milpitas Unified School District

I. PARTIES

This document constitutes an agreement between Advent Group Ministries, Inc. (herein referred to as "ADVENT" or the "PROVIDER"), having its primary place of business at 90 Great Oaks Blvd., #108 San Jose, CA 95119, and Milpitas Unified School District (herein referred to as MUSD), having its district offices located at 1331 East Calaveras Blvd, Milpitas CA 95035, henceforth collectively referred to as the "Parties".

II. TERM

On July 1, 2017 (the effective date), the Parties agree that Advent Group Ministries may begin providing drug and alcohol prevention services for Milpitas Unified School District campuses as outlined in Exhibit A – Description of Program Services. The term of such services will be no more than twelve months, ending on or before June 30, 2018. This collaboration shall continue in effect unless terminated according to provisions set forth in Section IV below.

III. PROGRAM FUNDING

The Santa Clara County Department of Substance Use Treatment and Prevention Services(SUTPS) has contracted with ADVENT for all program services outlined in Exhibit A, and is the sole party responsible for reimbursing the PROVIDER for any/all expenses related to such services. MUSD is therefore not responsible for any program related expenses incurred by the PROVIDER unless the Parties agree in advance.

IV. TERMINATION

Either Party may terminate this agreement for good cause upon thirty (30) days advance written notice to the other Party without payment, penalty or financial consideration of any kind. In the event of such termination, the MUSD may proceed with the work in any manner deemed proper by the MUSD .

The PROVIDER may terminate or suspend this MOU immediately should they determine that its staff, employees, or volunteers working on any MUSD site are unsafe. Likewise, MUSD may terminate or suspend this MOU immediately should they determine that staff, employees or volunteers of the PROVIDER create or contribute to an unsafe or unhealthy environment at any such location.

V. INSURANCE

Throughout the length of this agreement, the PROVIDER agrees to pay for, and maintain in full force and effect, with an insurance company admitted by the California Insurance Commissioner to do business in the State of California, the following policies of insurance:

- a. Commercial or Comprehensive General Liability Insurance which shall include Contractual Liability, Products and Completed Operations coverage, Bodily Injury and

Property Damage (including Fire Legal Liability) Liability Insurance with combined single limits of not less than \$1,000,000 per occurrence, and if written on an Aggregate basis, \$2,000,000 aggregate limit

- b. Commercial (Business) Automobile Liability Insurance, endorsed for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence.
- c. Workers' Compensation Insurance as required under the California Labor Code, and Employers Liability Insurance with limits not less than \$1,000,000 per accident/injury/disease.

VI. GENERAL TERMS AND CONDITIONS

1. INDEMNIFICATION

The PROVIDER shall indemnify, defend, and hold harmless the MUSD , its officers, agents, employees, and volunteers against any and all claims, liabilities and losses of any kind (including, but not limited to, claims for personal injury, property damage or losses or damages of any kind) accruing or resulting to any and all persons, firms, or corporations and which arise in connection with, or relate to the activities of, the PROVIDER'S officers, agents, employees and volunteers in the performance of any services in connection with this MOU. The obligations set forth in Section VI., Paragraph 1 shall survive the expiration or earlier termination of this MOU.

2. LICENSE AND AUTHORITY

The Provider will maintain any/all necessary licenses and/or certifications during the term of this agreement. If a corporation or other business entity, the PROVIDER is duly authorized to enter into this agreement by its governing or controlling body. Evidence or copies of all necessary licenses will be provided to MUSD within ten (10) business days upon request.

3. EQUIPMENT AND FACILITIES

The PROVIDER will provide all necessary equipment and facilities to render the services pursuant to this agreement, unless otherwise agreed to by the Parties.

4. USE OF ADDITIONAL WORKERS

The PROVIDER may, at its own expense, employ additional workers as necessary for the completion of this agreement. The MUSD shall not control, direct, or supervise anyone employed by the PROVIDER in the performance of any services outlined in this agreement. The PROVIDER assumes full and sole responsibility for the payment of all compensation and expenses of additional workers including all state and federal income tax, unemployment insurance, social security, disability insurance, and other applicable withholdings.

5. CLEARANCES

ADVENT shall comply with all fingerprinting, background check and testing requirements under State and federal law as it relates to each employee, volunteer or other person which the PROVIDER desires to use on MUSD campuses for the provision of services. Verification of compliance with this section shall be provided in writing to the MUSD prior to the beginning of activities at any MUSD facility or program and prior to contact with students.

6. MANDATED REPORTERS

Any staff member employed by ADVENT for the purposes of providing services under this

agreement is a mandated reporter and, as such, will adhere to all applicable laws and regulations. Should any ADVENT employee, volunteer, or contractor be made aware of a situation requiring mandated reporting as it relates to an MUSD student, ADVENT will provide this information to the appropriate school counselor or other designee.

7. REFERRALS FOR ADDITIONAL SERVICES

Should (during the course of providing STRENGTHENING FAMILIES PROGRAM prevention services) ADVENT personnel determine that a student may be in need of additional mental health and/or addiction services, ADVENT will refer the student and his/her family to the appropriate mental health/drug treatment staff person located on campus, unless both Parties agree that an outside referral is necessary.

VII. CONTACT INFORMATION

Communications between the Parties can be sent to the following addresses:

Milpitas Unified School District

Street: _____

City/State/Zip: _____

ATTN: _____

Advent Group Ministries

90 Great Oaks Blvd., #108

San Jose, CA 05119

Attn: Daniel Mahan, CAO

The signatures below signify both an understanding and acceptance of the MOU provisions.

MUSD REPRESENTATIVE

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

School Location: _____

Street Address: _____

City/State/Zip: _____

Phone: _____

Fax: _____

Email: _____

ADVENT REPRESENTATIVE

Signature: _____

Print Name: Daniel Mahan

Title: Chief Administrative Officer

Date Signed: _____

Company Name: Advent Group Ministries

Street Address: 90 Great Oaks Blvd., #108

City/State/Zip: San Jose, CA 95119

Phone: 408-281-0708 x 114

Fax: 408-281-2658

Email: dmahan@adventgm.org

Federal Tax ID: 77-0100966

EXHIBIT A – DESCRIPTION OF PROGRAM SERVICES

Contingent upon being awarded such services by Santa Clara County Substance Use Prevention Services, Advent will provide five groups (10 sessions each group) of the Too Good For Drugs (TGFD) prevention program classes to the following schools within the Milpitas Unified School District:

1. Russell Middle School (TGFD)

“Too Good For Drugs” Evidence-Based Prevention Program

As defined by SAMHSA, services under the prevention education strategy, aim to “improve critical life and social skills, including decision-making, refusal skills, critical analysis, and systematic judgment abilities.” Approaches used in this strategy involve some form of education to enhance individual efforts or parent support to remain free from alcohol and other drugs (AOD).

Middle School Curriculum – The 10-session “Too Good for Drugs” middle school (6-8 grade) program addresses environmental and developmental risk factors related to alcohol, tobacco and other drugs. The program builds confidence and self-efficacy through setting and reaching goals, making healthy decisions, managing emotions, handling conflict, resisting peer pressure, and building healthy relationships. Alcohol and drugs (street, prescription, and OTC drugs) are discussed in the context of expectations, peer pressure and influence, and the role of the media.

High School Curriculum – The 10-session “Too Food for Drugs” high school program discusses underage drinking, binge drinking, tobacco use, use of illegal drugs such as marijuana, ecstasy, cocaine, and methamphetamine, and the abuse of prescription and over-the-counter medications. The program also discusses recognizing the stages of addiction and possible sources of help. In addition, it builds skills for decision making, communication, media literacy, and conflict resolution, as well as building and maintaining healthy relationships.

Group sessions will be directed by a single staff person, trained by Advent and the Santa Clara County Department of Substance Use Treatment and Prevention Services (SUTPS), who will utilize multi-media presentations/materials, student workbooks and CD/DVDs during the program.

Request for Taxpayer Identification Number and Certification

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

Print or type
 See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above Advent Group Ministries, Inc.	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ Corporation	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
5 Address (number, street, and apt. or suite no.) 90 Great Oaks Blvd., Suite #108	Requester's name and address (optional)
6 City, state, and ZIP code San Jose, CA 95119	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Social security number													
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6	6												

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶ 5/25/17
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General Instructions

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

Purpose of Form

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

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

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*
- By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 2. Certify that you are not subject to backup withholding, or
 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/08/2017

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 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 M.D Manouel Insurance Agency License #0549928 7447 N.First Street, Suite 101 Fresno, CA 93720 Michael Der Manouel	CONTACT NAME: Michael Der Manouel	
	PHONE (A/C, No., Ext): 559-446-0588	FAX (A/C, No.): 559-446-0595
E-MAIL ADDRESS: mdermanouel@mdmig.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Philadelphia Indemnity Ins Co.		23850
INSURER B : State National Insurance Co		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Advent Group Ministries
90 Great Oaks Blvd. #108
San Jose, CA 95119-1314

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		PHPK1622803	03/08/2017	03/08/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
A	<input checked="" type="checkbox"/> Professional Liab			\$3000000/\$1000000	03/08/2017	03/08/2018	MED EXP (Any one person) \$ 5,000
A	<input checked="" type="checkbox"/> Abuse/Molestation			\$1000000/\$1000000	03/08/2017	03/08/2018	PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALLOWED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Comp \$500			PHPK1622803	03/08/2017	03/08/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10000			PHUB533383	03/08/2017	03/08/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 Prod/Comp \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NFA515498600	04/25/2017	04/25/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property-90% Co/RC			PHPK1622803-SPECIAL FORM	03/08/2017	03/08/2018	See Below 1,000
A	Crime			PHPK1622803- \$1000 DED	03/08/2017	03/08/2018	EE Dish 250,000

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

Policy Cancellation Provisions Apply Milpitas Unified School District and Members of the Board of Trustees and the Officers, agents and employees of the MUSD, individually and collectively are named additional insured as respects to General Liability endt CG2026(04/13)
Re: Placement of children from district into insureds school

CERTIFICATE HOLDER

CANCELLATION

MILPI-1 Milpitas Unified School District 1331 E. Calaveras Blvd. Milpitas, CA 95035	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Michael Der Manouel</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Milpitas Unified School District and Members
of the Board of Trustees and the Officers, agents
and employees of the MUSD, individually and collectively

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

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