

SAN MATEO UNION HIGH SCHOOL DISTRICT

Approval of Consulting Agreements, Contracts, Invoices and Purchase Orders for Special Education Over \$25,000

Submitted to the Board of Trustees on 1/20/2022

Requestor Name	Contract	Amount	Funding Source
Special Education	Transstar Sedan Service	\$ 33,000.00	General Fund - Special Education
Special Education	Palo Alto Preparatory	\$ 37,552.00	General Fund - Special Education
Special Education	On Point Language Solutions, LLC	\$ 90,000.00	General Fund - Special Education
Special Education	Embrace	\$ 63,000.00	General Fund - Special Education
		\$ 223,552.00	TOTAL

SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR BOARD APPROVAL (Over 25K)

To: Board of Trustees

Date: 12/03/2021

From: Special Education

Site(s) or Department: Special Education

Special Education

Number of Quotes: 0

Vendor/Contractor: Transstar Sedan Service

Reason for proposal:

To pay for the round trip transportation cost for a student attending Non-Public School for the 2021-2022 school year.

Certificate of Insurance: United Specialty Insurance Co.

Contract Amount: \$33,000.00

Funding Source: General Fund - Special Education

Approved by:

Amber Vigil

12/03/2021

Stephanie Quezalez

12/03/2021

Personnel who oversees Site/Department budget

Vanessa Castano

12/06/2021

Manager of Capital Facilities and Purchasing

Valerie Miller

12/06/2021

Director of Budget and Fiscal Services

Yancy Hawkins

12/06/2021

Associate Superintendent, Chief Business Officer

SAN MATEO UNION HIGH SCHOOL DISTRICT													
Approval of Transstar													
Student	Vendor	Scope of Service	# of Times per wk/mo/yr, Duration; or IEP; or as needed	Hourly Rate	Daily Rate	Monthly Rate	Weekly Max	Monthly Max (sessions)	Yearly Max	Cost per Session	Maximum or Estimated Number of Session	Other	Contract Total
	Transstar	Transportation Services	150 days at \$220/day		\$ 220.00						150		\$33,000
												Total:	\$33,000.00

**San Mateo Union SCHOOL DISTRICT
AGREEMENT WITH INDEPENDENT CONTRACTOR**

Contractor Name and Address ("Contractor"):

Transstar Sedan and Limousine Service

P.O. Box 601

South San Francisco, CA 94080

(650) 225-9000

Contractor: Upon completion of work or agreed-upon work periods, mail invoice with above Agreement Number to:

San Mateo Union School District
Attention: Special Education Dept.
650 N. Delaware Street
San Mateo, CA 94401

It is agreed between the San Mateo Union School District ("District"), and Contractor as follows:

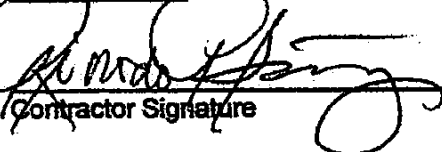
1. **Services to be performed by Contractor.** In consideration of the payments hereinafter set forth, Contractor shall perform services for the District in accordance with the terms, conditions, and specifications set forth herein, in Exhibit A, and Attachment 1 – Fingerprint and Criminal Background Check Certification, attached hereto.
2. **Contract Term.** The term of this Agreement shall be from October 21, 2021, to June 30th, 2022, unless terminated earlier by the District.
3. **Payments.** In consideration of the services rendered in accordance with all terms, conditions, and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, the District shall make payment to Contractor in the manner specified herein and in Exhibit A. In the event that the District makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the District at the time of contract termination. The District reserves the right to withhold payment if the District determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed [Thirty-Three Thousand] dollars (\$ 33,000.00).
4. **Relationship of the Parties.** Contractor agrees and understands that the work/services performed under this Agreement are performed as an Independent Contractor and not as an employee of the District and that neither Contractor nor its employees/agents acquires any of the rights, privileges, powers, or advantages of District employees.
5. **Workers' Compensation Insurance.** Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, (a) that it is aware of the provisions of Section 3700 of the California 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 the Labor Code, and (b) that it will comply with such provisions before commencing the performance of work under this Agreement.
6. **Other Insurance.** Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Further, Contractor agrees to maintain comprehensive general liability insurance with no exclusion for molestation or abuse, as indicated below and throughout the course of this Agreement. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount(s) specified below:
 - ☒ Comprehensive General Liability \$1,000,000 (applies to all agreements; no exclusion for molestation or abuse)
 - ☒ Motor Vehicle Liability Insurance \$1,000,000 (to be checked if motor vehicle used in performing services)
 - ☐ Professional Liability \$1,000,000 (to be checked if Contractor is a licensed professional)
7. **Hold Harmless.** Contractor agrees to indemnify and defend the District and its employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of Contractor and/or its employees/officers/agents in the performance of this Agreement, including any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with any law, regulation, or ordinance, including but not limited to those listed in this Agreement.
8. **Confidentiality.** All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of the District. All financial, statistical, personal, technical, and other data and information relating to the District's operations which is made available to Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as the District requires of its own personnel. Contractor shall not, however, be required by this Section to keep confidential any data or information which is or becomes publicly available, is already rightfully in Contractor's possession, is independently

developed by Contractor outside the scope of the Agreement, or is rightfully obtained from third parties. The requirements of this Section shall survive termination of this Agreement.

9. **Non-Assignability.** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of the District, and any attempted assignment without such prior written consent in violation of this Section shall automatically give the District the option to terminate this Agreement without notice.
10. **Termination of Agreement.** The District's Superintendent may, at any time after execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of the District by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty (30) days from said notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District. In the event of termination, Contractor shall be paid for all work satisfactorily performed through the date of termination except where the contracting department determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement. The District may immediately terminate this Agreement based upon unavailability of Federal, State, or local funds by providing written notice to Contractor as soon as is reasonably possible after District learns of said unavailability of funding.
11. **Payment of Permits/Licenses.** Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.
12. **Retention of Records.** Contractor shall maintain all records related to this Agreement for no fewer than three years after the District makes final payment or after termination of this Agreement and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of the District, the State of California, other regulatory agencies, and/or Federal grantor agencies.
13. **Compliance with State, Federal, and Local Laws, Regulations, and Ordinances.** Contractor and all subcontractors shall ensure compliance with all state, federal, and local laws, regulations, or rules applicable to performance of the work required under this Agreement and shall execute all necessary certifications of compliance therewith.
14. **Merger Clause.** This Agreement, including all exhibits/attachments attached hereto, which are incorporated herein by this reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the Superintendent. In the event that any term, condition, provision, requirement or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of the body of this Agreement shall prevail. This Agreement constitutes the entire Agreement between the District and Contractor. Further, liability referenced to in Section 6 is limited to Contractor's negligence during Contractor's performance under this Agreement.
15. **Governing Law.** This Agreement, including any exhibits, and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out of this Agreement shall be venued in the County of San Mateo.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.


For Contractor:


Contractor Signature

11/30/21
Date

RICARDO SASTAGO / PO
Contractor Name (please print)

For the District:


Holly Wade, Ph.D., Director of Special Education
San Mateo Union High School District

12/1/21
Date

Kevin Skelly, Ph.D., Superintendent
San Mateo Union High School District

Exhibit A

Agreement between the San Mateo Union School District and Transstar Sedan and Limousine Services

1. Description of Services to be Performed by Contractor

In consideration of the payments set forth in Section 2, **Amount and Method of Payment**, Contractor shall provide the following: Round Trip Transportation for student [REDACTED] to and from home and Spectrum Center Peninsula Campus.

2. Amount and Method of Payment

In consideration of the services provided by Contractor pursuant to Section 1, Transportation, and subject to the terms of the Agreement, the District shall pay Contractor based on the following schedule and terms: The District will pay for completed trips on days that the student is in attendance at Spectrum Center, Peninsula Campus.

ACORD 25 (2018/03)

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SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR BOARD APPROVAL (Over 25K)

To: Board of Trustees

Date: 01/03/2022

From: Special Education

Site(s) or Department: Special Education

Special Education

Number of Quotes: 0

Vendor/Contractor: Palo Alto Preparatory

Reason for proposal:

To pay the educational program and related services cost for a student attending NPS, Palo Alto Preparatory for the rest of the 2021/2022 school year.

Certificate of Insurance: Philadelphia Indemnity Insurance Company

Contract Amount: \$37,552.00

Funding Source: General Fund - Special Education

Approved by:

Amber Vigil 01/03/2022 Stephanie Quezalez 01/03/2022

Personnel who oversees Site/Department budget

Vanessa Castano 01/05/2022

Manager of Capital Facilities and Purchasing

Valerie Miller 01/05/2022

Director of Budget and Fiscal Services

Yancy Hawkins 01/05/2022

Associate Superintendent, Chief Business Officer

[illegible]

2021-2022 ISA

**INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL
OR NONPUBLIC AGENCY SERVICES**
(EC. § s 56365 et seq.)

This agreement is effective on YALZ or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency San Mateo Union High School Dist Nonpublic School /Agency El Alto Preparatory

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____

Address _____

DOB _____

Parent/Guardian _____)

Address _____ (Residence) _____ (Business) _____
(If different) _____ City _____ State/Zip _____

AGREEMENT TERMS:

- Nonpublic School:** The average number of minutes in the instructional day will be: 1760 during the regular school year
1345 during the extended school year
- Nonpublic School:** The number of school days in the calendar of the school year are: 180 during the regular school year
20 during the extended school year
- Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.**

A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: 290

Estimated Number of Days 115 x Daily Rate 290 = PROJECTED BASIC EDUCATION COSTS 33,350

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)		X		1x55 min	191	22	4202

Counseling and guidance (515)							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (State Meal Mandate costs)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ 4202

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS

\$ 31,552

4. Other Provisions/Attachments: -

First 30 days paid regardless of attendance

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6. Progress Reporting Requirements:

Quarterly

Monthly

Other (Specify)

Jan: June

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below

-CONTRACTOR-

-LOCAL EDUCATION AGENCY -

Pablo Alberto Puentes
(Name of Nonpublic School/Agency)
[Signature] 12/14/21
(Signature) (Date)
Lisa Charn Kede
(Name and Title)
Dean of Studies

San Mateo Union High School District
[Signature] 12/14/21
(Signature) (Date)
Holly Wade, Director of Special Education
(Name of Superintendent or Authorized Designee)

San Mateo Union High School District

Signature _____ Date _____
Kevin Skelly, Ph.D., Superintendent



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/7/2021

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 Risk Strategies Company
700 Airport Boulevard, Suite 300
Burlingame, CA 94010

CONTACT NAME: Robyn Civello
PHONE (A/C, No, Ext): (650) 762-0441 **FAX (A/C, No):** (650) 762-0490
E-MAIL ADDRESS: rcivello@risk-strategies.com

INSURED
In Your Hands
Palo Alto Preparatory School
2462 Wyandotte Street
Mountain View CA 94043

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Philadelphia Indemnity Insurance Company	18058
INSURER B:	Republic Indemnity Company of California	43753
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 62204159

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG OTHER:	<input checked="" type="checkbox"/>		PHPK2258406	6/8/2021	6/8/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2258406	6/8/2021	6/8/2022	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 checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			PHUB762936	6/8/2021	6/8/2022	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	<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	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	16975715 16975716	7/1/2020 7/1/2021	7/1/2021 7/1/2022	<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

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

San Mateo County SELPA is included as an Additional Insured as respects General Liability per attached form PI-GLD-VS.

CERTIFICATE HOLDER

San Mateo County SELPA
San Mateo Office of Education
101 Twin Dolphin Drive
Redwood City CA 94065

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

Michael Christian

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SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR BOARD APPROVAL (Over 25K)

To: Board of Trustees

Date: 01/03/2022

From: Special Education

Site(s) or Department: Special Education Special Education

Number of Quotes: 0

Vendor/Contractor: On Point Language Solutions, LLC

Reason for proposal:

Contract for IEP interpretation and translation services for the remainder of the 2021-22 school year.

Certificate of Insurance: Hiscox Insurance Company, Inc

Contract Amount: \$90,000.00

Funding Source: General Fund - Special Education

Approved by:

Amber Vigil 01/03/2022 Stephanie Quezalez 01/04/2022

Personnel who oversees Site/Department budget

Vanessa Castano 01/05/2022

Manager of Capital Facilities and Purchasing

Valerie Miller 01/05/2022

Director of Budget and Fiscal Services

Yancy Hawkins 01/05/2022

Associate Superintendent, Chief Business Officer

[illegible]

San Mateo Union High **SCHOOL DISTRICT**
AGREEMENT WITH INDEPENDENT CONTRACTOR

Contractor Name and Address ("Contractor"):

ON POINT LANGUAGE SOLUTIONS, LLC

80 Cabrillo Highway Suite Q 632

Half Moon Bay, CA 94019

Cell: (650) 863-1997 Office: (650) 560-8132

It is agreed between the **SMUHSD** School District ("District"), and Contractor as follows:

Contractor: Upon completion of work or agreed-upon work periods, mail invoice with above Agreement Number to:

San Mateo Union High School District
Attention: Business Office Special Ed
[ADDRESS] 650 N. Delaware Street
[ADDRESS] San Mateo CA 94401

1. **Services to be performed by Contractor.** In consideration of the payments hereinafter set forth, Contractor shall perform services for the District in accordance with the terms, conditions, and specifications set forth herein, in Exhibit A, and Attachment 1 – Fingerprint and Criminal Background Check Certification, attached hereto.
2. **Contract Term.** The term of this Agreement shall be from Jan 1, 2022 to May 27, 2022, unless terminated earlier by the District.
3. **Payments.** In consideration of the services rendered in accordance with all terms, conditions, and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, the District shall make payment to Contractor in the manner specified herein and in Exhibit A. In the event that the District makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the District at the time of contract termination. The District reserves the right to withhold payment if the District determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed [Ninety Thousand] dollars (\$90,000).
4. **Relationship of the Parties.** Contractor agrees and understands that the work/services performed under this Agreement are performed as an Independent Contractor and not as an employee of the District and that neither Contractor nor its employees/agents acquires any of the rights, privileges, powers, or advantages of District employees.
5. **Workers' Compensation Insurance.** Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, (a) that it is aware of the provisions of Section 3700 of the California 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 the Labor Code, and (b) that it will comply with such provisions before commencing the performance of work under this Agreement.
6. **Other Insurance.** Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Further, Contractor agrees to maintain comprehensive general liability insurance with no exclusion for molestation or abuse, as indicated below and throughout the course of this Agreement. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount(s) specified below:
 - ☒ Comprehensive General Liability \$1,000,000 (applies to all agreements; no exclusion for molestation or abuse)
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 - ☐ Professional Liability \$1,000,000 (to be checked if Contractor is a licensed professional)
7. **Hold Harmless.** Contractor agrees to indemnify and defend the District and its employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of Contractor and/or its employees/officers/agents in the performance of this Agreement, including any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with any law, regulation, or ordinance, including but not limited to those listed in this Agreement.
8. **Confidentiality.** All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of the District. All financial, statistical, personal, technical, and other data and information relating to the District's operations which is made available to Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as the District requires of its own personnel. Contractor shall not, however, be required by this Section to keep confidential any data or information which is or becomes publicly available, is already rightfully in Contractor's possession, is independently

developed by Contractor outside the scope of the Agreement, or is rightfully obtained from third parties. The requirements of this Section shall survive termination of this Agreement.

9. **Non-Assignability.** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of the District, and any attempted assignment without such prior written consent in violation of this Section shall automatically give the District the option to terminate this Agreement without notice.
10. **Termination of Agreement.** The District's Superintendent may, at any time after execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of the District by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty (30) days from said notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District. In the event of termination, Contractor shall be paid for all work satisfactorily performed through the date of termination except where the contracting department determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement. The District may immediately terminate this Agreement based upon unavailability of Federal, State, or local funds by providing written notice to Contractor as soon as is reasonably possible after District learns of said unavailability of funding.
11. **Payment of Permits/Licenses.** Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.
12. **Retention of Records.** Contractor shall maintain all records related to this Agreement for no fewer than three years after the District makes final payment or after termination of this Agreement and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of the District, the State of California, other regulatory agencies, and/or Federal grantor agencies.
13. **Compliance with State, Federal, and Local Laws, Regulations, and Ordinances.** Contractor and all subcontractors shall ensure compliance with all state, federal, and local laws, regulations, or rules applicable to performance of the work required under this Agreement and shall execute all necessary certifications of compliance therewith.
14. **Merger Clause.** This Agreement, including all exhibits/attachments attached hereto, which are incorporated herein by this reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the Superintendent. In the event that any term, condition, provision, requirement or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of the body of this Agreement shall prevail. This Agreement constitutes the entire Agreement between the District and Contractor. Further, liability referenced to in Section 6 is limited to Contractor's negligence during Contractor's performance under this Agreement.
15. **Governing Law.** This Agreement, including any exhibits, and any disputes arising out of this Agreement shall for all purposes be deemed subject to the laws of the State of California without regard to its choice of law rules, and any lawsuit concerning or arising out of this Agreement shall be venued in the County of San Mateo.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES.

For Contractor:



Contractor Signature

12/17/2021

Date

Victor Hernandez

Contractor Name (please print)

For the District:

[NAME], Superintendent

School District



Date

12/17/21

Exhibit A

On Point Language Solutions

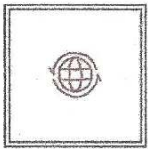
Agreement between the SMUHSD School District and [NAME OF CONTRACTOR]

1. Description of Services to be Performed by Contractor

In consideration of the payments set forth in Section 2, **Amount and Method of Payment**, Contractor shall provide the following:

2. Amount and Method of Payment

In consideration of the services provided by Contractor pursuant to Section 1, **Description of Services to be Performed by Contractor**, and subject to the terms of the Agreement, the District shall pay Contractor based on the following schedule and terms:



On Point Language Solutions, LLC

WHERE COMMUNICATION IS KEY.

80 CABRILLO HIGHWAY
SUITE Q #632
HALF MOON BAY, CA
94019
OFC. (650) 560-0224
CELL (650) 863-1997
FAX (650) 560-0225

SAN MATEO UNION HIGH SCHOOL DISTRICT SPECIAL EDUCATION DEPARTMENT

INTERPRETATION SERVICES (Spoken words)

- \$75.00 per hour with a minimum of two hours for interpretation services (oral) in Spanish
- \$85.00 per hour with a minimum of two hours for any other spoken language.
- ASL Interpretation is billed at \$100/hr. with a 2-hour minimum.
- \$25.00 service fee for every interpreter booked.
- Any time over the 2-hour minimum is billed at 15-minute increments.
- 24-hour cancellation will be billed at 2 hours minimum plus service fee.
- Last minute booking fee (within 24 hours of session start time) is billed at \$75.

TRANSLATION SERVICES (Written Text)

- Translation services (written) is .25/word with a 500-word minimum.
- Expedited projects are .10/word extra with a 500-word minimum.
- *Expedited projects depend on turnaround time.

EQUIPMENT RENTAL SERVICES

- Interpretation equipment rental is \$150 flat rate fee (First 10 units plus transmitter) for each language. Anything over 10 units is billed at \$12.99 per unit.
- Mileage will be billed at standard federal rate (2021 .56/mile).

Please note: Invoices not paid within Net 30 will accrue late payment fee at 2% of total amount of invoice.

All work will be approved in advance via email, phone call or text.

Language Services at the Right Time, On Time, Every Time.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/17/2021

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 Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 E-MAIL ADDRESS: contact@hiscox.com FAX (A/C, No):																					
INSURED On Point Language Solutions, LLC 840 Main St Ste B2 Half Moon Bay, CA 94019	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>Hiscox Insurance Company Inc</td><td>10200</td></tr><tr><td>INSURER B :</td><td></td><td></td></tr><tr><td>INSURER C :</td><td></td><td></td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Hiscox Insurance Company Inc	10200	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER B :																						
INSURER C :																						
INSURER D :																						
INSURER E :																						
INSURER F :																						

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 SUBR INSD 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 <input checked="" type="checkbox"/> CGL is on BOP Form GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	UDC-4633652-BOP-21	10/16/2021	10/16/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ S/T Each Occ. GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg. \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		UDC-4633652-BOP-21	10/16/2021	10/16/2022	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
HNOA is endorsed up to one million dollars.

CERTIFICATE HOLDER**CANCELLATION**

SAN MATEO UNION HIGH SCHOOL DISTRICT
650 N. Delaware Street
San Mateo CA 94401

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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SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR BOARD APPROVAL (Over 25K)

To: Board of Trustees

Date: 12/15/2021

From: Special Education

Site(s) or Department: Special Education

Special Education

Number of Quotes: 0

Vendor/Contractor: Embrace

Reason for proposal:

Placement search for residential students.

Certificate of Insurance: Nonprofit Ins Alliance of CA

Contract Amount: \$63,000.00

Funding Source: General Fund - Special Education

Approved by:

Amber Vigil

12/15/2021

Stephanie Quezalez

01/04/2022

Personnel who oversees Site/Department budget

Vanessa Castano

01/05/2022

Manager of Capital Facilities and Purchasing

Valerie Miller

01/05/2022

Director of Budget and Fiscal Services

Yancy Hawkins

01/06/2022

Associate Superintendent, Chief Business Officer

[illegible]

**INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL
OR NONPUBLIC AGENCY SERVICES**
(Education Code Sections 56365 et seq.)

This agreement is effective on ____ or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency SMUHSD

Nonpublic School /Agency Embrace

LEA Case Manager: Lauren Berlin, Asst Director of Special Ed

Phone Number 650-558-2266

Pupil Name N/A

Sex: ____

(Last)

(First)

(M.I.)

Address ____

City ____

State/Zip ____

DOB ____

Residential Setting: ☐ Home ☐ Foster ☐ LCI # ____

☐ OTHER ____

Parent/Guardian ____

Phone (201) ____ () ____

(Residence)

(Business)

Address ____

City ____

State/Zip ____

(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: ____ during the regular school year
____ during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: 180 during the regular school year
9 during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: ____

Estimated Number of Days ____ x Daily Rate ____ = **PROJECTED BASIC EDUCATION COSTS** ____

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415)							
a. Individual							
b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							

Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)			NPA – Embrace / COFY	Not to exceed 300 hours	\$210 / hr	Not to exceed 300 hours	\$63,000
Travel Training (870)							
Other Transition Services (890)							
Other (State Meal Mandate costs)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COSTS \$ 63,000

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ 63,000

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON

6. Progress Reporting Requirements: Quarterly Monthly Other (Specify) _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-	-LOCAL EDUCATION AGENCY -
(Name of Nonpublic School/Agency) Embrace Mental Health	(Name of LEA) San Mateo Union High School
(Signature) _____ (Date) _____	(Signature) <u>Holly Wade</u> (Date) <u>12/14/21</u>
(Name and Title)	(Name of Superintendent or Authorized Designee) Holly Wade, Director of Special Education

San Mateo Union High School District

Signature Date
Kevin Skelly, Ph.D., Superintendent

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Handwritten text, possibly a signature or name, located in the upper right quadrant.

Handwritten text, possibly a signature or name, located in the lower left quadrant.