

SAN MATEO UNION HIGH SCHOOL DISTRICT

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

Submitted to the Board of Trustees on May 5, 2022

Requestor Name	Contract	Amount	Funding Source
Special Education	Sarina Murrell	\$4,000.00	General Fund-Special Education
Special Education	Right Direction/Skezics Corp	Not to exceed \$15,000	Special Education
	Total	\$19,000.00	

SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR SUPERINTENDENT'S APPROVAL (Under 25K)

To: Kevin Skelly

Date: 04/13/2022

From: Special Education

Site(s) or Department: Special Education

Special Education

Number of Quotes: 0

Vendor/Contractor: Sarina Murrell

Reason for proposal:

- Complete Augmentative and Alternative Communication (AAC) assessment for appropriate supports/devices for a student.
- Provide a written report with recommendations
- Attend IEP meeting to report findings

Certificate of Insurance: American Casualty Company of Reading, Pennsylvania

Contract Amount: \$4,000.00

Funding Source: General Fund-Special Education

Approved by:

Amber Vigil 04/13/2022 Stephanie Quezalez 04/13/2022

Personnel who oversees Site/Department budget

Vanessa Castano 04/14/2022

Manager of Capital Facilities and Purchasing

Valerie Miller 04/14/2022

Director of Budget and Fiscal Services

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

Contractor Name and Address ("Contractor"):

Sarina Murrell

697 Menlo Ave

Menlo Park, CA 94025

650-733-3599

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

San Mateo Union High School District
Attention: Special Education Department
[650 North Delaware Street]
[San Mateo, CA 94401]

It is agreed between the San Mateo Union High 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 [April 12, 2022] [June 30, 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 [Four Thousand Dollars] **(\$4,000)**.
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) ☒
 - 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: Sarina Murrell



Sarina Murrell, MS, CCC-SLP, 4/12/2022

For the District:



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



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

Exhibit A

Agreement between the San Mateo High School District and Sarina Murell

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:

- Complete Augmentative and Alternative Communication (AAC) assessment for appropriate supports/devices for San Mateo Union High School District student [REDACTED]
- Provide written report with recommendations
- Attend IEP meeting to report findings

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:

- Single invoiced payment amount of four thousand dollars (\$4000) upon completion and receipt of completed evaluation report

Agreement No. _____



HEALTHCARE PROVIDERS SERVICE
ORGANIZATION PURCHASING GROUP



Certificate of Insurance
OCCURRENCE PROFESSIONAL LIABILITY POLICY FORM

Print Date: 12/04/2021

The application for the Policy and any and all supplementary information, materials, and statements submitted therewith shall be maintained on file by us or our Program Administrator and will be deemed attached to and incorporated into the Policy as if physically attached.

PRODUCER 018098	BRANCH 970	PREFIX HPG	POLICY NUMBER 0697911871	POLICY PERIOD From: 12/15/21 to 12/15/22 at 12:01 AM Standard Time
Named Insured and Address: The Airplane Spoon Feeding, Communicology and Developmental Services, Inc 697 Menlo Ave Menlo Park, CA 94025-4766				Program Administered by: Healthcare Providers Service Organization 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034 1-888-288-3534 www.hpsso.com
Medical Specialty: Speech Language Pathologist Firm		Code: 80716		Insurance Provided by: American Casualty Company of Reading, Pennsylvania 151 N. Franklin Street Chicago, IL 60606
Excludes Cosmetic Procedures				

Professional Liability \$ 1,000,000 each claim \$ 3,000,000 aggregate

Your professional liability limits shown above include the following:

- * Good Samaritan Liability
- * Malplacement Liability
- * Personal Injury Liability
- * Sexual Misconduct Included in the PL limit shown above subject to \$ 25,000 aggregate sublimit

Coverage Extensions

License Protection	\$ 25,000	per proceeding	\$ 25,000	aggregate
Defendant Expense Benefit	\$ 1,000	per day limit	\$ 25,000	aggregate
Deposition Representation	\$ 10,000	per deposition	\$ 10,000	aggregate
Assault	\$ 25,000	per incident	\$ 25,000	aggregate
Includes Workplace Violence Counseling				
Medical Payments	\$ 25,000	per person	\$ 100,000	aggregate
First Aid	\$ 10,000	per incident	\$ 10,000	aggregate
Damage to Property of Others	\$ 10,000	per incident	\$ 10,000	aggregate
Enterprise Privacy Protection - Claims Made	\$ 25,000	per incident	\$ 25,000	aggregate
Retroactive Date: 12/15/2020(Defense inside limits)				
Media Expense	\$ 25,000	per incident	\$ 25,000	aggregate


Workplace Liability


Workplace Liability	Included in Professional Liability Limit shown above	
Fire & Water Legal Liability	Included in the PL limit shown above subject to \$150,000	aggregate sublimit
Personal Liability	Excluded	

Total \$ 300.00

Base Premium \$300.00

Policy Forms and Endorsements (Please see attached list of policy forms and endorsements)


Chairman of the Board


Secretary

Keep this Certificate of Insurance in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. To activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

Coverage Change Date:

Endorsement Date:

Master Policy: 188711433

CNA93692 (11-2018)

[illegible]

SAN MATEO UNION HIGH SCHOOL DISTRICT

CONTRACT FOR SUPERINTENDENT'S APPROVAL (Under 25K)

To: Kevin Skelly

Date: 04/14/2022

From: Special Education

Site(s) or Department: Special Education

Number of Quotes: N/A

Vendor/Contractor: Right Direction/Skezics Corp

Reason for proposal:
Intervention and transport services for at-risk youth.

Certificate of Insurance: General Star Indemnity Company

Contract Amount: Not to exceed \$15,000

Funding Source: Special Education

Approved by:

Stephanie Quezalez 04/14/2022

Personnel who oversees Site/Department budget

Vanessa Castano 04/18/2022

Manager of Capital Facilities and Purchasing

Valerie Miller 04/18/2022

Director of Budget and Fiscal Services



Service Agreement

Fax: 888-777-3260

We, SAN MATEO UNION HIGH SCHOOL DISTRICT have agreed to pay Right Direction Crisis Intervention an estimated cost not to exceed \$15,000 for the 2021/2022 school year. The drop-off address is designated by the program and may vary from the program's destination address listed.

We understand that this is an estimate based on reasonable circumstances. However, such an estimate is not intended to be the exact final total of the amount due. The actual amount due may be more or less than the estimate. Factors that affect the final cost include but are not limited to: flight delays/cancellations, ground traffic, unforeseen circumstances and subject's overall behavior. It is understood that the final cost may include additional hours due to an air carrier canceling or postponing a scheduled flight or any unforeseen circumstances beyond the control of Right Direction Crisis Intervention. There will be taxes and fees for all airline tickets.

Any request for pre-case COVID-19 testing of Staff requires a testing fee for most locations offering COVID tests. These fees range between \$150-\$600 dependent on availability for COVID testing appointment, and availability of testing equipment/kits. Results from testing are not always a guarantee and in some cases can come back as 'invalid' from COVID-19 Testing Sites.

COVID ADDENDUM: U.S. federal law requires that all airport patrons on airport grounds and passengers patrons taking flights will wear a face-covering from the time entering the airport and grounds, on board flights and until patrons leave the airport grounds. If an airport patron refuses to wear one, they may be denied boarding and future travel on the airlines. Patrons may also face penalties under federal law. Due to the new regulations, there could be civil penalties and airport patrons being put on the no-fly list if they do not wear their face masks.

It is highly advised for RDCI Staff and Client to AVOID flying with "check on" baggage. There are added dangers, risks, and additional expenses involved with RDCI Transport Staff traveling with the Client's (checked/oversized) baggage. Waiting in luggage lines has a tendency to evoke anxiety within Youth on transport. Baggage has also been used as a distraction object or deterrent for Clients to run and put themselves at possible risk with bodily injury, harm, and/or unknown physical location as a result. Flights have been missed due to waiting in luggage line, therefore extending staff hours significantly. You are welcome to pack a backpack or small carry-on for your child to hold. For "check on" luggage, the safest option would be to MAIL via UPS, UPSP, or Fed-Ex ahead/or after transport.

We understand that an invoice itemizing the actual final cost and expenses will arrive via email approximately 10-15 days after the transport is complete. We are also aware that Right Direction Crisis Intervention will charge 100% of the airfare expenses and a retainer fee equal to 90% of the estimate on the credit card listed below prior to initiation of any services rendered.

We are aware that Right Direction Crisis Intervention's fees are based on an hourly rate of \$95 per hour for the primary Interventionist and \$95 per hour for the secondary Interventionist, beginning at the time the Interventionist(s) depart their office and ending upon their return to their office. When applicable, 8 hours quoted is the minimum charge for services. The fees may also include, but are not

limited to, mileage expenses, an administration fee, as well as any customary business expenses. In order to develop and ensure quality training of our staff, Right Direction periodically will add interns on cases at no charge.

All reasonable fees and costs incurred by Right Direction Crisis Intervention shall be paid by the undersigned, and that any and all legal disputes in regards to our dealings with Right Direction Crisis Intervention will be handled in the jurisdiction of Salt Lake County, Utah. In the event that Right Direction Crisis Intervention initiates action to collect any monies owed pursuant to this contract, Right Direction Crisis Intervention shall be entitled to collect all collection expenses and attorney's fees. We are aware that in the event of cancellation We will be charged a fee for administrative time of \$500.00, plus any non-refundable purchases such as airline tickets, hotels and rental cars.

Email invoices to: Specialedbilling@smuhsd.org

I agree to the terms of this payment contract. Signature:



Kevin Skelly, PHD
Superintendent, SMUHSD

RDCI FEE SCHEDULE

DESCRIPTION OF SERVICES PROVIDED:

Intervention and transport services for at-risk youth. (To see a webinar describing our services, please visit: www.rdas.net/webinar)

Service Fees:

Service fees per case typically range between \$2000-\$4000 plus travel expenses. Rates vary according to the details and logistics of the trip, the number of staff required, the risk level of the client and are custom quoted for each transport to offer the most cost effective price and best quality service for every case. Travel expenses are estimated and billed on a case by case basis due to the case specific travel demands and typically include: Airfare, car rental, gas, parking, and food. Airfare is priced at the time of the estimate based upon availability and timing.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/17/2022

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 Bowthorpe and Associates 1110 E. Eaglewood Dr. Suite 5 North Salt Lake UT 84054	CONTACT NAME: Salt Lake Client PHONE (A/C, No, Ext): (801) 487-2300 FAX (A/C, No): (801) 487-2393 E-MAIL ADDRESS: george@bowthorpeinsurance.com
INSURED Skeziacs, Inc., DBA: Right Direction Crisis Intervention P.O. Box 712024 Salt Lake City UT 84171	INSURER(S) AFFORDING COVERAGE INSURER A: General Star Indemnity Company INSURER B: Progressive INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CL2221502935 **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 checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		IJG931649A	03/19/2022	03/19/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 2,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		03936840	08/06/2021	08/06/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 3,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	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 \$
A	Professional Liability		IJG931649A	03/19/2022	03/19/2023	Each Claim 1,000,000 Aggregate 3,000,000

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

CERTIFICATE HOLDER

SAN MATEO UNION HIGH SCHOOL DISTRICT
SPECIAL EDUCATION DEPARTMENT
650 N. DELAWARE STREET
SAN MATEO CA 94401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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