

POWAY UNIFIED SCHOOL DISTRICT
13626 Twin Peaks Road, Poway, CA 92064-3034

Service Provider (SP) Agreement

Requisition No. 1100057323

This agreement is hereby entered into between Poway Unified School District, 13626 Twin Peaks Rd, Poway, CA 92064-3034, hereinafter referred to as "District," and below-named Service Provider hereinafter referred to as "SP."

Mending Matters

Service Provider (SP) DBA = Doing Business As (If Applicable)
11835 Carmel Mountain Road #1304-342

Address
San Diego CA 92128 619-940-5165
City State Zip Code Telephone No.

1. **Services to be Provided by SP:** (Enter detailed description or attach additional exhibit detailing work to be performed:
12 FTE Mending Matters Therapists/Social Workers for PUSD middle school and high schools

Site / Location: All comprehensive middle and high school (11) + 1 split between ND/AHS

2. **Term:** SP shall provide services under this Agreement commencing on August 1, 2022 and ending on June 30, 2023

3. **Compensation:** District agrees to pay SP for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed:

Not to exceed ----- Dollars \$1,019,160.00

District shall pay SP within 30 days after the services are rendered and receipt of invoice. Invoices must be mailed to the attention of Finance Department at the address shown above.

4. **Expenses or Materials:** District shall not be liable to SP for any additional costs paid or incurred by SP in performing services for District, except as follows:

5. **Withholding:** Per California Revenue and Taxation Code Section 18662, the District will withhold 7% state income tax from non-residents of CA for services provided to PUSD. If non-resident, please complete and attach [California Nonresident Withholding Allocation Worksheet \(Form 587\)](#) and [California Withholding Exemption Certificate \(Form 590\)](#). For more information, as to whether you might qualify for an exemption, contact Accounts Payable.

6. **Taxpayer Identification:** Please complete and attach a current [IRS Request for Taxpayer Identification Number and Certification \(IRS W-9\)](#) - Request for Taxpayer Identification Number and Certification Available in fillable PDF format at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

7. **Fingerprinting Requirements:** If indicated as a requirement below, SP agrees to provide the District with written certification that SP has complied with the fingerprinting and criminal background investigation requirements of the California Education Code with respect to all SP's employees who may have contact with District students in the course of providing said services, and that the California Department of Justice has determined that none of those employees have been convicted of a felony, as defined in Education Code Section 45122.1 through 45125.5.

Section below to be completed by District Personnel:

- 1 In accordance with Education Code Section 45125.1, the District has determined that fingerprinting and certification will be required of employees of the contractor who provide services under this contract (Please complete certification form - **Exhibit A** - attached)
- 2 In accordance with Education Code Section 45125.2, the District has determined that an exemption exists under requirements of 45125.1, and that workers may have other than limited contact with students. Therefore, the Contractor is required to provide or agree to one or more of the following: (to be determined by District)

- Surveillance of employees of the Contractor by school personnel. District Employee responsible for monitoring SP and/or SP's employees must sign as District Employee responsible for assuring conditions are met below.
- Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony.

SP's Supervisor's Name: _____
 Soc. Sec. No.: _____

- 3 In accordance with Education Code Section 45125.1, subdivision c, the District has determined that this contract is not subject to Education Code Section 45125.1 (a), because the contractor's employees, including the employees of any subcontractor, will have only "limited contact" with pupils on the site. Justification is as follows:

- Work will be performed on a day or days when school is not in session (holidays, weekend or non-teaching days (may not include after school hours)
- Other, describe _____

Signature: _____ Title: _____ Date: _____
 Signature of District Employee responsible for assuring selected conditions are met in accordance with Education Code Section 45125.2, if applicable

Signature: _____ Title: Dir. of RM. Date: 7/15/07
 Signature of District Administrator (site/department level) responsible for assuring selected conditions are met in accordance with Education Code Section 45125.2, if applicable

Contractor understands that District department staff may monitor and evaluate adherence to these conditions during the performance of their work.

8. **Liability Insurance:** SP agrees to carry comprehensive general, professional, and automobile liability insurance on an Occurrence Form to protect SP and District against liability or claims of liability that may arise out of this Agreement. SP shall provide District with certificates of insurance evidencing all coverage and endorsements. SP agrees to name District and its officers, agents, and employees as additional insured under said policy.

If Certificate is noted as required below, Poway Unified School District must receive a Certificate of Insurance and be named as additional insured on an attached endorsement. Also required is evidence that Policy includes language that provides "Such insurance as is afforded by this policy shall be primary and any insurance carried by the District shall be excess and noncontributory." *The certificate holder should be stated as: Poway Unified School District, Attn: Risk Management, 13626 Twin Peaks Road, Poway, CA 92064*

General Liability Insurance
 \$1,000,000 General Liability \$2,000,000 Aggregate (Annual)

General Liability	RM Staff Initial	<u>h</u>
<input checked="" type="checkbox"/> Required	<input checked="" type="checkbox"/> Certificate Required	
<input type="checkbox"/> Not Required		

Professional Liability Insurance:
 \$1,000,000 limit of liability minimum

Professional Liability	RM Staff Initial	_____
<input type="checkbox"/> Required	<input type="checkbox"/> Certificate Required	
<input type="checkbox"/> Not Required		

Automobile Liability Insurance:
 \$1,000,000 limit of liability minimum

Automobile Liability	RM Staff Initial	_____
<input type="checkbox"/> Required	<input type="checkbox"/> Certificate Required	
<input type="checkbox"/> Not Required		

9. **Hold Harmless:** SP agrees to and does hereby indemnify, hold harmless, and defend the District and its officers, agents and employees from every claim or demand made and every liability, loss, damage or expense that may arise out of this Agreement.

10. **Worker's Compensation Insurance:** If required by State law, SP agrees to procure and maintain in full force and effect Workers' Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder. In the event a claim under the provisions of the California Workers' Compensation Act is filed against District by a bona fide employee of SP participating under this Agreement, SP agrees to defend and hold harmless the District from such claim.
11. **Employment with Public Agency:** If SP is a current or former employee of the District of other public school district, he/she agrees that SP will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are being performed pursuant to this Agreement. If employed by another school district in the State of California, please specify below:

_____ District Name _____ Address _____ City _____ State _____ Zip _____ Tel. No. _____


12. Terms and conditions listed herein constitute the entire agreement between the Service Provider and District and supersede any other agreement between the parties.

This Agreement is entered into this _____ day of _____, 20 ____

Mending Matters

Poway Unified School District

Service Provider



Signature of SP's Authorized Agent

Maria Esther Hemmen

Name of Above (typed or Printed)
Executive Director

Title
46-4080792

Social Security Number or Taxpayer I.D. No.

619-940-5165

(Area Code) Telephone Number
ehemmes@mendingmatters.org

E-mail Address



Signature of District's Authorized Administrator

Greg Mizel

Name of Above (typed or Printed)
District Authorized Signer

Title

This agreement is not valid or enforceable until a District Purchase Order is issued to the Service Provider

District Purchase Order Number
To be provided by Purchasing Department

If total is \$15,000 or greater, provide Board Approval Date: _____ Agenda Item No. _____

Signature of Department Head



Department Head Name (typed/printed)

Greg Mizel

Site or Department Name:

Student Support Services

Funding Source:

0100	3214000	1110	3130	5800086	325	325			
Fund	Sub	Resource	Sub	Goal	Function	Object	Sub	School	Location

Attachments:

Budget Review:

- _____ [IRS Request for Taxpayer Identification Number and Certification \(IRS W-9\)](#) (New Vendor)
 _____ [California State Nonresident Withholding Allocation Worksheet \(Form 587\)](#) (New Out of State Vendor)
 _____ [California Withholding Exemption Certificate \(Form 590\)](#) (New Out of State Vendor)

EXHIBIT A

CERTIFICATION BY SERVICE PROVIDER OF
CRIMINAL RECORDS CHECK

To the Board of Education of Poway Unified School District:

1. I, MariaEsther Hemmen
Name of Service Provider's Authorized Representative

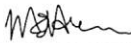
have carefully read and understand California Education Code Section 45125.1 required by the passage of AB 1610, 1612, and 2102. See the following internet site to review code: <http://leginfo.ca.gov/faces/codes.xhtml>

2. Due to the nature of the work Mending Matters
Company Name
will be performing for the District; company employees may have contact with students of the District.
- 3.

None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at San Diego, California on May 24, 2022
Date


Signature
MariaEsther Hemmen Executive Director
Typed or Printed Name Title
Mending Matters
Company Name

11835 Carmel Mountain Road #1304-342
Address
619-940-5165
Telephone
mehemmen@mendingmatters.org
Email Address

Mending Matters

11835 Carmel Mountain Rd. Suite 1304-342
San Diego, CA 92128 US
+1 6199405165
accounting@mendingmatters.org



Proforma Invoice

ADDRESS

Poway Unified School District
13626 Twin Peaks Road
Poway, CA 92064

PROFORMA INVOICE1037

DATE 04/29/2022

DATES OF SERVICE

08/2022 -06/2023

PRODUCT/SERVICE	DESCRIPTION	FTE	RATE	AMOUNT
District Grants	Mental Health Services provided by 12 FTE's at Poway USD High Schools and Middle Schools	12	84,930.00	1,019,160.00
TOTAL				\$1,019,160.00

Accepted By

Accepted Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/25/2022

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 Fusco & Orsini Insurance Services, Inc. 5095 Murphy Canyon Road, Suite 200 San Diego, CA 92123	CONTACT NAME: _____
	PHONE (A/C, No, Ext): (858) 384-1506 FAX (A/C, No): (800) 209-9298
E-MAIL ADDRESS: service@foagency.com	INSURER(S) AFFORDING COVERAGE
INSURED Mending Matters 11835 Carmel MT RD #1304 San Diego, CA 92128	INSURER A: Philadelphia Indemnity Ins. Co. NAIC # 18058 INSURER B: Security National Ins. Co. 19879 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 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"/> LOC OTHER: _____	X	X	PHPK2417906	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ _____ 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 <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PHUB815921	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ _____
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> Y N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	SWC1344417	7/1/2021	10/1/2021	<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	Errors and Omissions			PHPK2417906	6/1/2022	6/1/2023	Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Poway Unified School District is additional insureds per endorsement on general liability.

CERTIFICATE HOLDER Poway Unified School District Attn: Risk Management 13626 Twin Peaks Rd. Poway, CA 92064	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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):

Poway Unified School District

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.

AGREEMENT ADDENDUM
VACCINATION STATUS CERTIFICATION

Contractor/Company Name: Mending Matters

Pursuant to the provision of the State Public Health Office Order issued on August 11, 2021 ([Order of the State Public Health Officer Vaccine Verification for Workers in Schools](#)) individuals that are on public or private school property serving students from transitional kindergarten through grade 12 are required to be fully vaccinated and provide proof of vaccination.

People are considered fully vaccinated for COVID-19: two weeks (14 days) or more after they have received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna), or two weeks or more after they have received a single-dose vaccine (Johnson and Johnson).

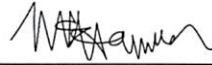
Unvaccinated or incompletely vaccinated workers must be tested at least once weekly either PCR testing or antigen testing. Any PCR (molecular) or antigen test used must either have Emergency Use Authorization by the U.S. Food and Drug Administration or be operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services.

By signing below, I certify all employees/staff who interact with Poway Unified School District (PUSD) students and staff are fully vaccinated and I, as the employer, have received proof of vaccination as outlined by the Public Health Order.

By signing below, I certify that all unvaccinated employees/staff who interact with PUSD students and staff have provided proof of negative Covid-19 test within three days of commencement of work and will comply with the testing requirements as outlined in the State Public Health Office Order of August 11, 2021, while working on PUSD schools.

Executed this 14 day of July, 2022 at San Diego, California.

By: Maria Esther Hemmen

Signature:  Digitally signed by Maria Esther Izquierdo-Hemmen
Date: 2022.07.14 18:05:00 -07'00'

Title: Executive Director