SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

Agenda Item# 13.1a

Meeting Date: September 19, 2024

Subject: **Approval/Ratification of Grants, Entitlements, and Other Income Agreements**
Approval/Ratification of Other Agreements
Approval of Bid Awards
Approval of Declared Surplus Materials and Equipment
Change Notices
Notices of Completion

- ☐ Information Item Only
- ☒ Approval on Consent Agenda
- ☐ Conference (for discussion only)
- ☐ Conference/First Reading (Action Anticipated: _____)
- ☐ Conference/Action
- ☐ Action
- ☐ Public Hearing

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

LCAP Goal(s): College, Career and Life Ready Graduates; Safe, Emotionally Healthy, Engaged Students; Family and Community Empowerment; Operational Excellence

Documents Attached:
1. Grants, Entitlements, and Other Income Agreements
2. Approval of Declared Surplus Materials and Equipment
3. Change Notices – Facilities Projects

Estimated Time of Presentation: N/A	
Submitted by:	Janea Marking, Chief Business Officer
	Tina Alvarez Bevens, Contract Analyst
Approved by:	Lisa Allen, Superintendent

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

Contractor	New Grant	Amount
ADULT EDUCATION DEPARTMENT		
SCOE A24-00167	☒ Yes ☐ No	$14,370,934 No Match
Period: 7/1/24 – 6/30/27 Description: Capital Adult Education Regional Consortium (CAERC), SCOE and SCUSD.		
TECHNOLOGY DEPARTMENT		
AMS.net A24-00168	☒ Yes ☐ No	$0 No Match
Period: 8/30/24-8/30/29 Description: Equipment Delivery Letter for eRate 27 Multiple sites project.		
CURRICULUM AND INSTRUCTION DEPARTMENT		
University of Pacific A24-00154	☒ Yes ☐ No	$0 No Match
Period: 9/3/24- 9/3/29 Description: Needs and desires to aid in the educational development of Pacific's students and is willing to make its employees and premises available for Pacific students to participate in Student Placements.		
STUDENT SUPPORT & HEALTH DEPARTMENT		
County of Sacramento A24-00166	☒ Yes ☐ No	$751,130 No Match
Period: 7/1/24 – 6/30/25 Description: DHS Agreement No. 7202400-25-243 for Safe Zone Squad providing Mental Health Services.		

APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

SITE/DEPT	ITEM
The Met Hubert Bancroft ES New Technology Oak Ridge ES Engineering and Science John F. Kennedy HS Caroline Wenzel ES Golden Empire ES Phoebe Hearst ES	BACKGROUND: The Education Code regulates the procedures by which a school district can dispose of personal property. Education Code section 17546 provides that the governing board may, by unanimous vote, dispose of items valued at $2,500 or less by private sale without advertising, by selling the items at public auction, or if the board finds that the property is of insufficient value to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the board, or it may be disposed of in the local public dump. The District has held previous auctions, but they have generally cost more than they have netted for the District.
ITEMS	STATUS: The District has determined these items are not repairable nor usable.
786 (each) Chromebooks 218 (each) Laptops 35 (each) Desktop Computers 19 (each) Printers	

4 (each) Projectors 35 (each) Monitors 375 (each) Misc.: keyboards, mice	RECOMMENDATION: It is recommended that the Board of Education approve the salvage of the listed items per Education Code section 17546

TOTAL VALUE
$0.00

DISPOSAL METHOD
e-Waste

CHANGE NOTICES – FACILITIES PROJECTS

The following change notice is submitted for approval.

Project: **C.K. McClatchy HS New Softball and Baseball Field Improvements**

Recommendation: Robert A. Bothman Construction, Inc. was awarded construction services at the February 15, 2024 Board of Education Meeting; Measure H Funds. Project consists of a new softball and baseball field, removal of existing vegetation, irrigation, concrete paving, asphalt, scoreboard, tennis court posts, signs and utility boxes.

Original Contract Amount: $8,755,000; Measure H Funds

Approve Change Order No. 1 $0 for Unused Owner Allowance.

New Contract Amount: $8,755,000; Measure H Funds

Memorandum of Understanding (MOU) # 24-J-SC
Between
Sacramento County Office of Education (SCOE)
and
Sacramento City Unified School District

Term of Agreement – July 1, 2024, through June 30, 2027

I. Purpose and Parties

The purpose of this MOU is to document the relationship and articulate roles and responsibilities between the Capital Adult Education Regional Consortium (CAERC), the fiscal agent and program manager, Sacramento County Office of Education, (SCOE) and each of the CAERC members of the consortium. This Memorandum of Understanding is entered into between SCOE and Sacramento City Unified School District (hereinafter "CAERC Member.")

II. Background

The Sacramento County Office of Education (SCOE) serves as the fiscal agent and program manager for the Capital Adult Education Regional Consortium (CAERC), a regional delivery system for adult education programs across the greater Sacramento region. CAERC provides education and workforce development services to the adult members of our communities whose level of education is at or below high-school diploma and/or who need basic and intermediate skills for local jobs. CAERC supports courses for adults in seven program areas including 1) programs to develop elementary and secondary basic skills, 2) programs for immigrants eligible for educational services in citizenship, English as a second language, and workforce preparation, 3) programs for entry or reentry into the workforce, 4) programs to develop knowledge and skills to assist school children to succeed academically, 5) programs for adults with disabilities, 6) short-term career technical educational programs, and 7) pre-apprenticeship programs. Additionally, outcomes include adherence to the consortium governance structure, public meetings, and a three-year planning cycle to include an annual plan.

Program and Fiscal Year 2023-24

For fiscal year 2023-24 the California Adult Education Program Office allocated $14,370,934 to the Capital Adult Education Regional Consortium. This allocation was locally designated as Fund I.

Program and Fiscal Year 2024-25

For fiscal year 2024-25, the California Adult Education Program Office allocates $14,492,212 to the Capital Adult Education Regional Consortium. This allocation is locally designated as Fund J.

Education Code 84914 guides the allocation process for all members as follows:

84914.

(a) As a condition of receipt of an apportionment from the program, a consortium shall approve a distribution schedule that includes both of the following:

(1) The amount of funds to be distributed to each member of the consortium for that fiscal year.

(2) A narrative justifying how the planned allocations are consistent with the adult education plan.

(b)

(1) For any fiscal year for which the chancellor and the Superintendent allocate an amount of funds to the consortium greater than the amount allocated in the prior fiscal year, the amount of funds to be distributed to a member of that consortium shall be equal to or greater than the amount distributed in the prior fiscal year, unless the consortium makes at least one of the following findings related to the member for which the distribution would be reduced:

(A) The member no longer wishes to provide services consistent with the adult education plan.

(B) The member cannot provide services that address the needs identified in the adult education plan.

(C) The member has been consistently ineffective in providing services that address the needs identified in the adult education plan and reasonable interventions have not resulted in improvements.

(2) For any year for which the chancellor and the Superintendent allocate an amount of funds to the consortium less than the amount allocated in the prior year, the amount of funds to be distributed to a member of that consortium shall not be reduced by a percentage greater than the percentage by which the total amount of funds allocated to the consortium decreased, unless the consortium makes at least one of the following findings related to the member for which the distribution would be reduced further:

(A) The member no longer wishes to provide services consistent with the adult education plan.

(B) The member cannot provide services that address the needs identified in the adult education plan.

(C) The member has been ineffective in providing services that address the needs identified in the adult education plan and reasonable interventions have not resulted in improvements.

(c) A distribution schedule shall also include preliminary projections of the amount of funds that would be distributed to each member of the consortium in each of the subsequent two fiscal years. The preliminary projections shall not constitute a binding commitment of funds.

Role and Function of CAERC

The Capital Adult Education Regional Consortium is comprised of 13 members: 10 K-12 school districts, 2 county offices of education, and the Los Rios Community College District representing 4 colleges. Members opt in to receive funds through a base allocation to provide instruction in any of the seven authorized program areas, in accordance with the regional plan.

Members collaborate with multiple regional partners to provide support services to adult learners. SCOE acts as a fiscal agent and a program manager for the consortium.
Funds are allocated at the consortium-level for activities to strengthen the region and to coordinate the financial aspects of the consortium. Regional strategies in the Annual Plan for 2023-24 includes plans to address program development and expansion after the COVID-19 pandemic. SCOE-CAERC Program/Fiscal PY 2024-25 budget consists of staff salaries and other associated expenses, for the following services:

- Facilitating and carrying out consortium business and working meetings.
- Facilitating and carrying out the work defined by regional strategies.
- Facilitating annual and strategic planning processes.
- Leveraging regional resources and activities for the benefit of the adult learners.
- Carrying out administrative work in support of the overall activities.
- Additionally, 1% of the overall allocation shall be used to maintain the following services:
    - Processing member allocations and, if applicable, re-allocations of member funds.
    - Hosting quarterly fiscal meetings with district fiscal staff and member representatives.
    - Disseminating state updates pertaining to CAEP funds.
    - Reviewing quarterly budget and expenditure reports.
    - Compiling and storing fiscal data files from members.
    - Providing technical assistance with budget, expenses and other reports as required by the State.

III. Role of SCOE and CAERC Member

Role of SCOE

As the fiscal agent, SCOE will distribute consortium funds in accordance with the CAERC Governance and Shared Fiscal and Budget Agreement Policy (amended February 3, 2021), AB 104, and California Education Code section 84913. SCOE will be responsible for collecting, compiling, and reporting consortium-level fiscal and program information.

Role of CAERC Member

Members of CAERC will adhere to the agreements outlined in the CAERC Shared Fiscal and Budget Agreement Policy (amended February 3, 2021). CAERC Member will be responsible for participating in the consortium decision-making process and reporting member fiscal and program information to the consortium, and learner performance data to the CAEP Office as specified in AB 104, Education Code and any associated CAEP guidelines.

Role of Both Parties

Both parties will work together to comply with CAEP reporting requirements. CAEP requires that each consortium report allocations by participating members, budgets by object code, by program area and objective, and file expenditure and progress reports. Allocations by members

should match expenditures, follow CAERC's Annual Plan, and adhere to the expenditure guidelines outlined in the *CAEP Adult Education Program Fiscal Management Guide, Allowable Uses of Adult Education Program Funds*

IV. SCOE Responsibilities

As the CAERC fiscal agent, SCOE will process expenses and expenditure contracts, as agreed upon by the members, and work with the members to implement fiscal decisions per CAERC's 2024-25 Annual Plan and Three-Year Consortium Plan for 2022-2025.

As the designated fiscal and program information-reporting agency, SCOE will:

1. Upon SCOE's receipt of CAEP funds from the California Department of Education and California Community College Chancellor's Office, in accordance with Education Code 84912, SCOE will distribute monthly payments to CAERC members.

2. Starting in 2017, the CAEP Office has been developing - in multiple phases - a new online fiscal reporting system, NOVA, through which CAERC members submit budget and expenditure information directly to the CAEP Office. SCOE will continue to provide member training and support with the reporting system. SCOE will provide the Consortium lead and fiscal staffing needed to certify member work plans and budgets for the fiscal year.

3. SCOE will facilitate members' reporting of program-area expenditures for their respective allocations within the consortium.

4. SCOE will compile and report to CAEP any additional qualitative and quantitative consortium-level data, as needed.

5. SCOE will carry out the consortium-level activities as approved by the members in the annual plan for the current program year.

V. CAERC Member Responsibilities

To enable SCOE's reporting to the CAEP Office, CAERC Member will be responsible for monitoring their own activities and reporting to SCOE all CAERC related fiscal and program activities. This includes any necessary student participation data, expenditure documentation, and any AB104/CAEP information necessary for the successful completion of AB104/CAEP mandated reports, performance measures, and program outcomes. Expenditures must follow CAERC's Annual Plan, adhere to the expenditure guidelines outlined in the AB 104/CAEP *Adult Education Program Fiscal Management Guide, Allowable Uses of Adult Education Program Funds*, and follow other guidelines established by the CAEP Office. In addition, all CAERC Members will adhere to CAERC-approved policies related to fiscal, program and governance procedures.

CAERC Member will designate a person/persons with proper authority to certify all information submitted to SCOE and NOVA. CAERC Member acknowledges and accepts all responsibility for program related expenditures and certifies that expenditures are in compliance with the approved objectives, rules and regulations that govern the CAEP program. Furthermore, CAERC Member accepts all liability for any disallowed costs, should they arise.

Subject to 84914.b.2, in exchange for a minimum of $1,560,662 CAERC Member will:

1. Submit expenditure information.
    a. Report member expenditures into NOVA as per dates set by the CAEP Office.
    b. Report final member expenditures to SCOE within 15 days after the close of the fiscal cycle as outlined in **Exhibit A**, *Shared Fiscal and Budget Agreement Policy,* attached and incorporated herein.
    c. Member has until December 31, 2025, to spend the funds.
    d. Provide to CAERC Project staff with an expenditure summary narrative, progress update narrative and/or other data for the reports as required by the CAEP Office.
    e. Use the lesser of the California Department of Education approved indirect cost rate for Program Year 2024-25 or the maximum set forth by the CAEP Office.

2. Submit required quarterly and end-of-year student level information via the CASAS TOPSpro Enterprise data reporting systems and as specified by the CAEP Office.

3. Conduct professional development activities.
    a. A minimum of $5,000 per year is included in the CAERC Member total allocation for Fund I to cover professional development activities.
        i. This additional funding is specifically allocated to address the following CAERC regional strategy: Offer Professional Development to Support the Regional Strategies
    b. Members may be asked to be responsible for the logistics and cost of hosting consortium meetings and professional development events at their locations.

4. Develop regional partnerships and the CAERC Network of Transition Navigators.
    a. A minimum of $35,000 per year is included in the CAERC Member total allocation for Fund I to cover Transition Navigator network activities and funding.
        i. This additional funding is specifically allocated to address the following CAERC regional strategy: Strengthen the development of transitional activities and services that support English as a Second Language (ESL) and Adult Basic Education (ABE) to secondary transitions to postsecondary or the workforce.

5. Submit other data as required by AB 104/CAEP guidelines.

6. Submit reports and questions to the CAERC Office by email: caercsubmit@scoe.net

7. Follow Annual Plan General Assurances:
    a. Participate in planning processes (Annual Plan, Three-Year Plan).
    b. Spend funds within the CAEP program areas.
    c. Participate in public meetings and decision-making.
    d. Report student data in CASAS TOPSpro Enterprise.
    e. Share information on other resources being used to serve adults.
    f. Share financial expenditure and progress reports with the regional consortium.
    g. Provide services that address the needs identified in the adult education plan.

VI. Term

This MOU Agreement shall be effective July 1, 2024, and end on June 30, 2026. Either party may terminate this MOU with at least sixty- (60) days written notice of intention to terminate this agreement. This agreement may also be terminated by CAERC officially designated members if it is determined a member is not compliant with the *CAEP Adult Education Program Fiscal Management Guide, Allowable Uses of Adult Education Program Funds* or for non-performance with fiscal and/or program reporting or as specified on the CAERC Governance Plan. Upon termination, any unexpended funds shall be returned to SCOE within 30 calendar days of the date of termination.

VII. Privacy

SCOE and all CAERC members will comply with all state and federal education privacy policies. SCOE and CAERC members will not disclose any personally identifiable information except upon written consent of the participating adult learners or as otherwise permitted by law.

VIII. Indemnity

CAERC Member agrees to defend, indemnify, and hold harmless SCOE (including its directors, agents, officers, and employees), from any claim, action, or proceeding arising from any actual or alleged acts or omissions of CAERC Member, its director, agents, officers, or employees relating to CAERC Member's duties and obligations described in this agreement or imposed by law.

SCOE agrees to defend, indemnify, and hold harmless CAERC Member (including its directors, agents, officers, and employees), from any claim, action, or proceeding arising from any actual or alleged acts or omissions of SCOE, its director, agents, officers, or employees relating to SCOE's duties and obligations described in this agreement or imposed by law.

It is the intention of the parties that this section imposes on each party responsibility to the other for the acts and omissions of their respective officials, employees, representatives,

agents, subcontractors, and volunteers, and that the provisions of comparative fault shall apply. The parties hereto agree this provision shall survive termination of this MOU.

IX. Modification

Any changes to this MOU must be agreed to in writing by both parties. Should changes in legislation, the State budget or health and safety guidelines related to infectious disease outbreak occur that necessitate revision of this MOU, the CAERC Member and SCOE shall meet to revise accordingly.

X. Independent Agents

This MOU is by and between two independent agents, SCOE and CAERC Member, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture and/or association between the two independent agents. The parties shall be expected to independently comply with all relevant laws, including those regarding worker's compensation.

XI. Nondiscrimination

Any service provided by either party pursuant to this MOU shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, immigration status, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.

XII. Insurance

Both parties shall maintain in full force Commercial Liability Insurance with limits of no less than $2,000,000 per occurrence. Such requirement may be satisfied by coverage through joint powers' authority. Evidence of insurance coverage shall be furnished upon request by CAERC Member or by SCOE.

XIII. Audit

SCOE or its agent shall have the right to review and to copy any records and supporting documents pertaining to the performance of this MOU. All parties agree to maintain relevant records for possible audit for a minimum of five years after final payment unless a longer period of records retention is stipulated. Each party also agrees to be financially responsible for any audit exceptions that arise related to its performance under this MOU.

XIV. Execution of Agreement

This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

Nancy Herota, Deputy Superintendent
Sacramento County Office of Education

Signature

Date

CAERC Member
Sacramento City Unified School District

Signature

Date

Authorized Sacramento City Unified School District Representative

Signature

Janea Marking
Printed Name

Chief Business & Operations Officer
Title

Date

Docusign Envelope ID: 75EA281A-4A43-4895-8B2E-889023BB7E1E

Equipment Delivery Letter

August 30, 2024

Janea Marking
Sacramento City Unified School District
5735 47TH Ave Fl 2
Sacramento, CA 95824-4528

Dear Janea Marking,

This letter is in regards to our upcoming project and the handling of the equipment involved. As a standard for most installs, we will process the equipment portion of the order in total (ref. project #100263, Sacramento City Unified School District E-Rate 27 - Multiple Sites - Net- 100263). We will have the equipment delivered directly to AMS.NET and held in our warehouse for your convenience until you are ready for installation.

The above described method of equipment delivery and staging has worked very well in past projects and we believe this will help logistically in your case as well.

By signing this equipment delivery letter, Sacramento City Unified School District is accepting receipt of the equipment held by AMS.NET. We will provide a report of proof of delivery to AMS.NET and serial numbers for documentation to Sacramento City Unified School District. AMS.NET will, at time of delivery to our warehouse, submit invoices reflecting the hardware portion of the project and you can at that time release payments for the full amount of the hardware within 30 days of receipt.

We appreciate your business and look forward to our continued relationship. Please acknowledge below.

Signature	Signed by: Janea Marking 51183576AD6148B...
Name	Janea Marking
Date	9/3/2024

Affiliation Agreement
between
Sacramento City Unified School District
and
University of the Pacific

This Affiliation Agreement ("Agreement") is entered into the 1st day of August, 2024 ("**Effective Date**"), by and between Sacramento City Unified School District ("**Host**") and the University of the Pacific ("**Pacific**").

WHEREAS, Pacific through its Benerd College, is accredited by the California Commission on Teacher Credentials ("**CCTC**") and Western Association of Schools and Colleges ("**WASC**") Senior College and University Commission ("**WSCUC**") for credentialing and graduate-level degree programs in Education (including, without limitation, Curriculum and Instruction, Educational Administration and Leadership, and Counseling and School Psychology) and must provide onsite Student Placement (defined below) for candidates enrolled in the curriculum with a hosted Student Placement experience.

WHEREAS, Host recognizes the need and desires to aid in the educational development of Pacific's students and is willing to make its employees and premises available for Pacific students to participate in Student Placements.

WHEREAS, it is for the mutual benefit of both parties that they hereby agree to provide on-site Student Placement opportunities for students in Benerd College who are seeking a **California teaching credential/pupil personnel services placement/internship, and other certificate/degree/preliminary administrative services credentials**, **or licensure as a Licensed Professional Clinical Counselor (LPCC),** we enter into this Agreement to provide the candidates with Student Placement opportunities that lead to the candidates obtaining a **student teacher/administrative preliminary credential/internship or pupil personnel services** credential, or state licensure.

WHEREAS, the Student Placements under this Agreement ("**Program**") will be performed at the Host facility or facilities identified in **Exhibit 1**; and

WHEREAS, Host faculty/administrators will supervise and mentor the students participating in the Program ("**Students**") for the duration of the Program; and

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth below, Pacific and Host hereby agree as follows:

1. Program Description. The Program is further described in **Exhibit 1** (Program Description) attached hereto and by this reference incorporated herein. For purposes of this Agreement, the term "Student Placement" encompasses Pacific students, student teachers, student teacher interns, preliminary administrative services credential students, Licensed Professional Clinical Counselor interns (LPCC) and other interns completing field work experience. The term "student teacher intern" means any student teacher working on a credential in a certificated position. Except as expressly provided in this Agreement or in any subsequent amendment hereto, no monetary obligation on the part of Pacific or the Host to the other party is hereby created; consideration for this Agreement is furnished by the mutual benefits and promises of the parties.

2. Pacific Responsibilities and Understandings

a) The Program is a program of Pacific, and not of the Host.

b) Pacific shall be responsible for the academic content of the Program and shall provide necessary instruction and academic supervision and award academic credit, if any. Pacific shall be responsible for clear and specific objectives and planned learning activities and for the development of manuals and appropriate evaluation instruments for Student learning.

c) Pacific shall comply with applicable accrediting agencies' standards and guidelines.

d) Pacific shall have the right to designate the individuals who will participate in the Program subject to the following limitations:

i) Each Student must be enrolled at Pacific and have the requisite academic background, as determined by Pacific in its reasonable discretion, for participation; and

ii) Host and Pacific shall agree on the number of Students who may be allowed to participate at one time.

e) Pacific shall be responsible for keeping all attendance and academic records of the Students. Pacific may delegate to Host and its personnel the Student evaluation activities where appropriate and as long as Pacific's primary responsibility for this function is not compromised.

f) Pacific shall notify Host of Student Placements, including the name of the Student, level of academic preparation, and length and dates of proposed participation in the Program.

g) Pacific shall require each Student to conform to the health examination and background check requirements and standards of State and Federal laws and regulations, which include submission of a negative tuberculosis screening test prior to commencing a Student Placement.

h) As further described in **Exhibit 1** to this Agreement, Pacific faculty will determine reasonable criteria for Student evaluations. Dr. Brittany Auernig-Roan, Assistant Dean, is a designated Pacific faculty member who will monitor the Students' instruction and experiences that occur under this Program and shall be available for conference or assistance as needed by Host during the Program.

i) Pacific shall provide a University Supervisor (US) who is an adjunct faculty member, or graduate student who serves as a liaison among the Intern, the employing Host, and Pacific. The University Supervisor shares the responsibility for assessing the Intern's professional competencies with the members of the Site Support Team. The University Supervisor works with the Intern throughout the internship experience to offer instructional help and guidance and to share in the decisions affecting the Intern in the school. The University Supervisor also serves as a liaison between the University and the Host.

3. Host Responsibilities and Understandings

a) Host shall provide appropriate facilities for the aspects of the Program conducted at Host's premises under this Agreement. The facilities designated by Host shall not endanger the health, safety or welfare of Pacific's Students.

b) Host shall provide any required safety training to Students.

c) Host shall be responsible for ensuring all its employees comply with all laws, rules, and regulations with regard to their conduct and interaction with students.

d) Host shall appoint a site supervisor for each Student. The site supervisor must have a valid credential or license for the area he/she is supervising and be an employee of Host, in order to serve as the Student's supervisor; and, must have at least three (3) years post-licensure experience for Pupil Personnel Services/School Psychologists credential and/or for Licensed

Professional Clinical Counselors, Licensed Marriage and Family Therapists and Licensed Clinical Psychologist.

e) Host shall ensure that Students are familiar with and observe all applicable rules, regulations, and policies of Host to which Students are expected to adhere during the Program and while on Host premises (including, without limitation, applicable health and safety training in accordance with prevailing federal and state laws).

f) Consistent with the availability of resources for Host's employed staff, Students shall be provided adequate supplies and materials to carry out the functions of the Student Placement experience.

g) Pacific personnel shall be permitted to participate in the instruction of Students on Host premises as necessary to effectively implement the Program except when, in the reasonable opinion of the Host, such participation interferes with the Host's operations.

h) Host shall permit Pacific to visit Host's premises, to consult with Host personnel involved in the Program, and to evaluate Student progress while they are on Host premises; provided, however, that such visits shall be subject to reasonable rules and policies of Host.

i) In the event of a medical emergency involving a Student while the Student is on Host premises, Host shall respond according to the same procedure it would follow if one of its employees experienced the same emergency.

j) Host shall provide educational learning experiences (including opportunities for professional development) which are planned, organized, administered, and supervised by qualified staff in accordance with mutually agreed upon educational objectives and guidelines to help prepare Students for future careers in their fields of study.

k) Students, designated as Student Teachers, shall perform services as part of their participation in the Program only when under the supervision of authorized, licensed or certified Host personnel. Host understands and agrees that these Students are trainees, they shall not be considered employees or contractors of the Host while participating in the Program, and shall not be used to replace School personnel (except for teacher residency and internship pathways).

l) Intern and teacher residency eligible students that are participating in the Program, are paid employees of the Host and for the purposes of employment are consider School personnel.

4. Joint Responsibilities of Pacific and Host

a) The parties shall coordinate the planning, scheduling, requirements, and evaluations of Students who participate in the Program. Schedules and Student assignments shall be developed to enhance the goals, objectives and missions of both Host and Pacific. Each party's final examination and vacation schedules will be honored by the parties.

b) Each party shall perform independent and joint reviews to determine the effectiveness of the Program.

c) Each party may enter into similar agreements with other institutions at any time.

d) The parties agree that Pacific may request the transfer or removal of a Student from a particular teaching assignment.

5. Confidentiality and the Family Educational Rights and Privacy Act.

a) The parties agree to comply with the applicable requirements of state of California and federal privacy laws, including the Family and Educational Rights and Privacy Act ("**FERPA**") and its implementing regulations. The parties acknowledge that student educational records are protected by FERPA and that student permission generally must be obtained before releasing specific student data to anyone other than the student's school. Each party agrees to cooperate with the other party regarding compliance with FERPA with respect to records pertaining to Students. Each party certifies that access to such records is necessary for the performance by each party under this Agreement, and agrees that each party shall be subject to, and shall comply with, the same conditions and restrictions on the use and re-disclosure such records pursuant to applicable law.

b) Records maintained by Host of Students paid by Host may also constitute employment records protected from disclosure absent consent under applicable state and federal laws and regulations.

c) In order for Pacific and the Host to jointly monitor the Student's performance in the Program, all Students shall, as a condition to their placement, execute a "Release of Records" (Exhibit 2) which allows the Host and Pacific to share information that may otherwise be protected from disclosure as an educational record (and/or an employment record) to the extent the information relates to the performance of the Student in the Program. Failure to execute the "Release of Records" shall make the Student ineligible for placement with Host.

d) Each party to this Agreement will immediately notify the other in the event it becomes aware of violations of the other party's rules, regulations, policies or procedures by the Student and/or any negligent or intentional conduct when the conduct of the Student jeopardizes the health and/or safety of Host's students or staff. The parties agree to cooperate in the investigation of any such conduct so long as an appropriate Release of Records has been obtained.

6. Insurance.

a) Both parties during the term of this Agreement will provide at their sole cost and expense Commercial General Liability insurance in the amount of one million per occurrence ($1,000,000) and two million aggregate ($2,000,000). Upon request, each party will provide the other with evidence of such insurance. By virtue of this Agreement, Pacific does not assume any liability under any law relating to workers compensation on account of any of act of any Student performing any activity related to or arising out of this Agreement.

b) The student is a participant in an educational program, and for purposes of this Agreement, shall not be considered an employee of either Host or Pacific and neither party shall have responsibility for payment of workers' compensation benefits to the student.

c) Host agrees to make available, whenever possible, emergency health care for the assigned student in case of accident or illness while on Host premises. Any student receiving such emergency services shall be financially responsible for the charges. The student shall otherwise be responsible to procure and maintain his or her own health care coverage.

7. Indemnification. Each party agrees to defend, indemnify and hold one another, their respective regents, officers, directors, employees, students and agents harmless from and against all third party claims for injury or damages, liability, loss, expense (including reasonable attorney's fees and costs) ("**Loss**"), arising out of the performance of its obligations under this Agreement, but only in proportion to and to the

extent the Loss is caused by or results from the negligence or intentional acts or omissions of the indemnifying party. The indemnities provided under this Section 7 shall not be limited by reason of any insurance coverage required under this Agreement and shall survive termination of this Agreement.

8. Relationship of the Parties and Students. Each party is and shall be an independent contractor of the other party. Neither party nor its employees or subcontractors shall be deemed to be employees or agents of the other party. Neither party's employees nor subcontractors will be entitled to any benefits made available to the other party's employees. Nothing in this Agreement is intended to establish a partnership, joint venture, or agency relationship between the parties, and neither party nor its employees or subcontractors are authorized to bind the other party or make any representations on its behalf in any matter.

9. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall terminate five (5) years thereafter, unless earlier terminated or extended as provided herein. The Agreement may be renewed for up to two (2) subsequent one (1) year terms upon the mutual agreement of the parties in writing. This Agreement may be terminated at any time without cause by either party, upon giving the other party sixty (60) days written notice; provided, however, that any such termination shall not be effective as to any Student who as of the date of mailing of notice by the terminating party is participating in the Program until the Student has completed his/her participation in the Program for the then current academic term (semester or year), unless otherwise agreed by the parties. Host agrees to return any Pacific property to Pacific within thirty (30) days of the early termination or expiration of the Agreement, or such other timeframe as agreed upon by the parties in writing.

10. Compliance with Laws; Accreditation, Licensing and Credentials. Each party shall be separately responsible for compliance with all laws, rules and regulations which may be applicable to its respective activities under this Agreement. Each party shall be separately responsible for accreditation, licensing, and credentialing of its own entities and employees, as applicable, and each party agrees to furnish to the other party with evidence of such accreditation, licensing, and credentials upon request by the other party. Host further agrees to cooperate with Pacific with respect to its accreditation requirements and will gather data related to Students' participation in a Student Placement under this Agreement.

11. Nondiscrimination. With respect to the parties' obligations under this Agreement, the parties agree not to discriminate in employment, academic programs, or the provision of services on the basis of race, color, religion, ancestry, national origin, age (over 40 years), sex, sexual orientation, marital status, medical condition, disability or any other basis protected by federal, state, or local ordinance or regulation. Host shall comply with applicable state of California and federal laws and regulations governing reasonable accommodations and the Americans with Disabilities Act.

12. Cooperation in Disposition of Claims. The parties agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of this Agreement. The parties shall notify one another as soon as possible of any adverse event that may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, and making witnesses available.

13. Student Discipline or Reassignment. Students' discipline shall be the sole responsibility of Pacific, however Host or Pacific may terminate the participation of any Student, who, at the determination of Host or Pacific does not comply with the Program requirements or applicable rules or regulations of Host, Pacific, or state of California or federal laws or regulations. If Host reasonably determines that a Student is not performing satisfactorily for reasons including, but not limited to, tardiness or absenteeism, failure to follow instructions, or failure to follow rules or policies, Host agrees to contact Dr. Brittany

Auernig-Roan, Assistant Dean, at bauernig@PACIFIC.EDU or 916.220.2805 to either counsel or reassign the Student.

14. Miscellaneous Provisions.

a) Dispute Resolution. In the event of any dispute, controversy, claim or disagreement arising out of or related to this Agreement, or the acts or omissions of the parties with respect to this Agreement (each, a "**Dispute**"), the parties shall, as soon as reasonably practicable after one party gives written notice of a Dispute to the other party ("**Dispute Notice**"), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the parties. If any Dispute is not resolved to the mutual satisfaction of the parties within ten (10) business days after delivery of the Dispute Notice (or such other period as may be mutually agreed upon by the parties in writing), the parties shall settle such Dispute as otherwise set forth in this Section. In the event a Dispute is not resolved by the meet and confer provisions under this Section above, the parties may choose any other available legal means to settle the Dispute. Each party agrees that a violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

b) Legal Fees and Costs. The prevailing party is entitled to recover the cost of enforcing the understanding and agreements as reflected herein, including, without limitation, any attorneys' fees and costs incurred.

c) Notices. All notices or other communications given hereunder shall be in writing and shall be deemed to have been duly given (1) on the date delivered if delivered by personal delivery or by overnight delivery service (such as FedEx); (2) on the third (3rd) business day after mailing by U.S. registered or certified mail, first class, postage prepaid; or (3) on the date transmitted by facsimile with confirmation of successful transmission. Any notices or other communications given hereunder shall be addressed as follows, provided that either party may specify a different address by written notice to the other party in accordance with this paragraph:

If to Pacific: University of the Pacific, Stockton
Benerd College
3601 Pacific Avenue
Stockton, CA 95211
Phone: 209-946-2683
Email: benerd@pacific.edu

If to Host: Sacramento City Unified School District
5735 47th Ave., Sacramento, CA 95824
Attn: Hillary Harrell, Director of Curriculm Dept.
Email: Hillary-Harrell@scusd.edu
Phone: 916-643-9120

d) Force Majeure. Either party's obligations under this Agreement will be excused if and to the extent that any delay or failure to perform such obligations is due to fire or other casualty, product or material shortages, strikes or labor disputes, transportation delays, changes in business conditions (other than insignificant changes), acts of God, or other causes beyond the reasonable control of such party (each a "**Force Majeure Event**"). Notwithstanding the Force Majeure Event, each party shall make a good faith effort to resume performance as soon as the excusable delay is mitigated.

e) Governing Law. This Agreement, and any dispute between the parties arising out of or related to this Agreement, shall be governed by and construed in accordance with the laws of the State of California,

excluding its conflict of laws rules. Any and all legal action that is initiated to enforce any provision of this Agreement or arising out of or related to this Agreement must be brought or filed in either the state or federal court located in California.

f) Use of Names and Logos. Each party agrees that it shall not use the other party's name, logo or insignia, or the name, logo or insignia of any school or division thereof, or otherwise identify the other party or any of its schools or divisions in any form of publicity or disclosure without the prior written permission of the other party, which permission may be given or withheld in the other party's sole discretion.

g) No Assignment. Neither party may voluntarily or by operation of law, assign or otherwise transfer any part of this Agreement without the prior written consent of the other party. Any purported assignment in violation of this Section shall be void.

h) Entire Agreement. This Agreement is the entire agreement between the parties regarding its subject matter. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

i) Modifications. This Agreement may not be modified or amended except by an instrument in writing executed by duly authorized representatives of the parties.

j) Severability of Terms. If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired thereby, unless the effect of such severance would be to alter substantially this Agreement or the obligations of the parties, in which case this Agreement may be immediately terminated by either party upon thirty (30) days' prior written notice, or as otherwise allowed by the termination provisions of this Agreement.

k) Counterparts. This Agreement may be executed in several counterparts, each of which so executed shall constitute one and the same instrument.

[Signatures on the following page]

SIGNATURE PAGE
Affiliation Agreement
between
Sacramento City Unified School District
and
University of the Pacific

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or delegates, as of the Effective Date**.**

Sacramento City Unified School District

By: Janea Marking
Its: Chief Business & Operations Officer
Address: 5735 47th Ave., Sacramento, CA 95824

Telephone: 916-643-9120
Fax:
Email: Hillary-Harrell@scusd.edu

By:
Its:
Address:

Telephone:
Fax:
Email:

University of the Pacific

By: Elisa Anders
Its: Chief of Staff to the Provost
University of the Pacific
3601 Pacific Avenue
Stockton, CA 95211
Telephone: 209-946-2552
Email: provost@pacific.edu
Fax: 209-946-2063

EXHIBIT 1
PROGRAM DESCRIPTION

Program Objective & Goals
Through program coursework and fieldwork experiences in TK-16 school settings and beyond, our candidates must satisfy learning outcomes by demonstrating proficiency in all standards, Teaching Performance Expectations (TPEs), and Teaching Performance Assessments (TPAs) as required by the California Commission on Teacher Credentialing, as well as those requirements in School Psychology/Pupil Personnel Services, Licensed Professional Clinical Counselors (LPCC), and Administrative Services Credential.

Program Overview
All professional education degree and credential programs at University of the Pacific are offered and coordinated through Benerd College. Students in Benerd College are prepared to deliver thoughtful, reflective, caring, and collaborative services to diverse populations. The College directs its efforts toward researching the present and future needs of schools and the community, fostering intellectual and ethical growth, and developing compassion and collegiality through personalized learning experiences. Per the California Commission on Accreditation/California Commission for Teacher Education, candidates seeking credentials must be placed in clinical practice experiences that extend candidates' learning and application of theory to practice with Transitional Kindergarten to grade 12 students in public and/or private school settings, as according to the California Commission on Teacher Credentialing, the range of Clinical Practice Experiences includes early field experiences, advanced experiences for co-planning and co-teaching (i.e. teacher residency), and student teaching or approved internships for related programs (i.e. Pupil Personnel, LPCC & Administrative Services Programs).

Location(s) of Program

Sacramento City Unified School District *[Schools within the District if applicable]*

Student Evaluation Method(s)
Cooperative Evaluation of *Multiple Subjects and Single Subject* Student Teacher Candidate Competence and Performance Checklist

- Single subject student teacher
- Single subject intern/residence
- Multiple subjects student teacher
- Multiple subjects intern/residence
- Education Specialist, student teacher (SPED)
- Education Specialist, intern/residence (SPED)
- Student Teacher Placement Confirmation
- Intern Site Support Team Confirmation
- School Psychology Fieldwork/Practicum and Internship Performance Evaluation Instrument

Host's Responsibilities
Host shall participate with Pacific in planning the Program, including those experiences required to complete the EdTPA Teaching Events (pursuant to SB2042 and SB1209), as well as data collection required by the (CCTC/COA) and (CAEP).

For student teacher interns, Host shall:

(1) assign an on-site mentor who possesses a valid Clear or Life credential in the appropriate subject area, has 3 years documented successful teaching experience and holds an English Learner Authorization (or the equivalent, as established by the Commission on Teacher Credentialing); and
(2) Participate with Pacific in planning and implementing a comprehensive and coordinated program of support and mentoring for the student teacher intern, in conformance with the most current requirements established by the Commission on Teacher Credentialing and articulated by Pacific in its approved Intern Document, attached hereto as **Exhibit 1-A** and incorporated herein.

Additional Student Qualifications
Pacific Students are only eligible to participate in the Program during a defined academic semester/term (Fall or Spring).

For student teacher interns only, Pacific shall:

(i) Confirm that the Student meets all the criteria for an intern credential, as established by this Program sponsor and approved by the Commission on Teacher Credentialing pursuant to Exhibit 1-A, and provides the information requested pursuant to Exhibit 1-B;

(ii) Assign a supervisor who has successfully completed Pacific-provided intern supervision training;

(iii) Assign intern supervision duties that adhere to the most current requirements established by the Commission on Teacher Credentialing and articulated by Pacific in Exhibit 1-A; and

(iv) Participate with Host in planning and implementing a comprehensive and coordinated program of support and mentoring for the intern teacher, in conformance with the most current requirements established by the Commission on Teacher Credentialing and articulated by Pacific in Exhibit 1-A.

EXHIBIT 1-A
INTERN DOCUMENT

NOTE: This section shall apply only for student teacher interns.

On June 3, 2013, the Commission on Teacher Credentialing issued Program Sponsor Alert 1306 detailing new requirements for programs that offered intern credentials. This PSA is available at: http://www.ctc.ca.gov/educator-prep/PS-alerts/2013/PSA-13-06.pdf.

In response to this PSA, PACIFIC prepared and submitted revised program documents reflecting the new requirements. On May 19, 2014 the Commission on Teacher Credentialing approved these revised program documents, thereby granting approval to the University of the Pacific to issue intern credentials to qualified teacher credential candidates. Terms of the revised program documents include specific mentoring and support that the HOST and PACIFIC must provide including:

- Assignment of a PACIFIC supervisor who meets the criteria identified in 2.i. of this Agreement and who is assigned to provide regular on-site support to the intern teacher, in coordination with the HOST mentor.
- Assignment by the HOST of a site supervisor who meets the criteria identified in 3.d. of this Agreement and who is available to provide regular on-site support to the intern teacher.
- Regular on-site support includes observation/coaching sessions, provision of materials and resources, feedback on lesson plans, logistical support (bulletin boards, instructional materials, etc.), and other types of assistance designed to strengthen the intern teacher's instructional effectiveness
- Regular on-site support must be provided in a scheduled and coordinated manner and must adhere to these requirements: 144 hours with at least 2 hours of support per every five instructional days for general instruction coaching and mentoring AND 5 hours of support per month specific to teaching English learners, or if less than a full academic year, the total number of hours of support must equal four hours times the number of instructional weeks remaining in the year, with at least two hours of support provided every five instructional days. English language learner support less than a full academic year must equal five hours times the number of months in the school year.
- The intern teacher's faculty advisor will assist the HOST mentor and PACIFIC supervisor in creating this coordinated and regular system of support

Note: This section shall apply only to PPS School Psychology Interns

1. Host will provide the Interns with the opportunity to transfer methodology and theories into applied situations via their participation in the internship experience and is responsible for providing the Interns with diverse experience in preparation for their future careers as school psychologists, in accordance with the Interns' knowledge and level of training, in the form all the activities normally expected of a Host-employed school psychologist. These experiences may include, but are not limited to, the experiences and activities set forth in below under the heading Intern Experiences.

2. Host will provide the Interns with experiences that will allow them to complete 1200 clock hours of work during their internship experience, depending on the degree sought by each Intern.

3. Each Site Supervisor will have the following responsibilities as part of his or her supervision of the Interns:
    a. The Site Supervisor will cooperatively plan and schedule the Interns' activities and experiences during the internship experience. Attached is the program's syllabi for required and suggested activities.
    b. The Site Supervisor will schedule and provide a minimum of 2 hours of direct face-to-face supervision each week.
    c. The Site Supervisor will review and sign each entry from the Interns' log and progress notes to verify content.
    d. The Site Supervisor will complete and submit end-of-semester evaluation forms, which will be provided by Pacific.
    e. The Site Supervisor will release the Intern, as needed, to attend fieldwork supervision and classes. (It is understood that the Intern will need to be released with sufficient time to travel between the fieldwork site and Pacific).
    f. The Site Supervisor will hold a valid Pupil Personnel Services credential appropriate to the role and function of the duties being performed by the Intern.
    g. The Site Supervisor will participate in Pacific-sponsored supervisor meetings held 2-3 times per year.
    h. The Site Supervisor will ensure that the Intern meets, at a minimum, the Hourly Requirement of the fieldwork in a preschool-grade 12 setting in which he or she is qualified to supervise.

4. Consistent with the availability of resources to employed staff, the Intern is provided adequate supplies and materials to carry out the functions of the internship experience. An appropriate work environment should include adequate privacy of office facilities and access to secretarial assistance, telecommunication services, office equipment, and copying machines.

5. Ongoing professional development is a significant aspect of the internship experience. Conferences, seminars, and in-service training opportunities available to employed school psychologists should also be available to the Interns. The Interns are encouraged to participate in state, regional, and national level meetings for school psychologists. Release time is granted by Pacific and is expected to be granted by the Host.

INTERN EXPERIENCES

1. **Role and Function:** Develop a knowledge base and understanding of the various roles and functions of the school psychologist, and be able to selectively deliver services utilizing a variety of alternative models.
2. **Legal/Ethical**: Develop a knowledge base of federal and state laws, professional ethics, and professional standards as well as the skills to apply them in public and private educational agencies. Develop the skills to adhere to due process guidelines in major decisions affecting all students and to accepted standards in the practice of school psychology.
3. **Organization and Operation of Schools:** Develop an understanding of the organization and administration of public schools and the cultural, ethnic, religious, and geographic diversity of the students, parents, and staff served by school psychologists. Develop an awareness of community resources and the roles of other professionals in helping children, parents, and school personnel. Develop the skills to foster and facilitate interagency partnerships among family, school, health care, and community agencies to create healthy school environments.
4. **Assessment:** Develop the skills to select, administer, score, and interpret psychoeducational tests for individuals of different ages, exceptionalities, and cultural backgrounds. Develop competence in the use of interviewing, functional behavioral assessment, and curriculum-

based methods. Develop the skills to integrate psychological and educational data into a psychological report and be able to link assessment results to educationally relevant interventions.

5. **Counseling:** Develop a counseling and mental health knowledge base and the skills to work with Interns who have educational, emotional, and/or behavioral problems to mitigate the emergence of enduring, unhealthy patterns of behavior. Develop a knowledge base and skills to help students, families, and schools deal with crises, such as school violence, suicide, and loss.
6. **Intervention:** Develop a knowledge base and the skills to identify controllable, causal aspects of social, emotional, and academic difficulties and be able to consult and collaborate in the design, implementation, and evaluation of interventions based on these aspects.
7. **Communication Skills:** Develop the interpersonal skills and both oral and written communication skills necessary to communicate effectively with children, parents, and school personnel from varied cultural, ethnic, religious, and geographic backgrounds. Develop the interpersonal skills to function as team leaders in school-based multidisciplinary teams.
8. **Research:** Become educated consumers of research relating to school psychology and be able to apply these research findings to the development of solutions for educational psychological problems. Be able to disseminate information from the school psychology knowledge base to promote healthy school environments.

EXHIBIT 1-B
University of the Pacific, Benerd College

INTERN AUTHORIZATION ADDENDUM

By signing below, I understand that I have received, read, and comply with program requirements of the department I am enrolled in as a student. If at any time I am unable to continue as an intern, I will notify my academic advisor and the Benerd College Office of Credentialing and Student Services.

I. TO BE COMPLETED BY CANDIDATE

Candidate Name: Pacific ID # -

_____ _____
Signature of Candidate Date

II. Signature of Benerd College Dean or Designee

I verify that the candidate has met program requirements and is eligible to be hired as an intern.

_____
Patricia Campbell, Dean Benerd College

III. TO BE COMPLETED BY EMPLOYING AGENCY:

A. Please check Organization Type: ❑ County Office ❑ School District ❑ Charter School

County-District-School Code (required): _____

Employing Agency:

_____

School Name: __ Phone #: (___)

Address: __ Email: __

Effective date of hire (month/day/year): __

Please indicate authorization requested: ❑ Multiple Subject ❑ Single Subject, Subject: _____

SAMPLE

Education Specialist: ❑ Mild to Moderate Support Needs ❑ Extensive Support Needs

Pupil Personnel Services: ❑ School Psychology

Site Support Team

Name(s) _____

Address: _____

Phone: _____

Email: _____

B. ***Personnel Division Approval:***

_____

Host Personnel Specialist - E-mail Host Personnel Specialist - Phone

_____

Signature of Host Personnel Specialist Name (Please Print) Date

C. ***Signature of Site Administrator***

By signing below, I verify that I have read and understand the intern support requirements as outlined in the MOU on file and will provide supervision in cooperation with in collaboration with the University of the Pacific, Benerd College.

_____

Signature of Site Administrator Name (Please Print)

SAMPLE

EXHIBIT 2
STUDENT CONSENT FOR RELEASE OF RECORDS FOR STUDENT PLACEMENT

The Family Educational Rights and Privacy Act ("**FERPA**") provides that an educational institution may not release confidential information about a student without the student's consent.

In order to enable the University of the Pacific ("**Pacific**") and Host (identified below) to monitor my performance in the Student Placement, I hereby grant permission to authorized personnel at Pacific and Host, and their authorized representatives, to release all education records (as defined by FERPA) and/or employment records relating to my performance in the Student Placement described below, and the information contained therein, from one to the other. I further release Pacific and the Host, and their respective trustees, officers, directors, and employees from any and all liability relating to the release of such education and/or employment records.

This Release is subject to the following:

- My authorization to release this information ("**Release**") will be used in conjunction with my Student Placement with Host only.
- I understand that this Release, and the authorization given above, is effective immediately upon my signature and shall expire upon the completion of my Student Placement with the Host;
- I understand that this Release is necessary for my Student Placement for the sharing of information between Pacific and Host relating to my performance in the Student Placement;
- I understand that I may revoke this Release, in writing, at any time, but if I revoke the Release, I may no longer be eligible to participate in the Student Placement, and my participation may be terminated;
- I understand that I may submit a request in writing in the form required by Pacific to request a copy of all my records released pursuant to this Release;
- I hereby waive all rights under FERPA with regard to the release of the records described above as well as any other state and federal law governing the privacy of records held by Host that may constitute employment records;
- This Release does not apply to any other third party that requests my education records; and
- I understand that Pacific and Host will not release my education and/or employment records to any third party without my express written consent.

I hereby voluntarily authorize the release of my records to the individuals and/or parties identified in this Release. I also understand that if I am under 18 years old, Pacific may disclose such information to my parents or legal guardians regardless of whether I have consented to such disclosure.

Signature of Student	Date
Name of Student (Printed)	Pacific School or Department
Sacramento City Unified School District Host/Organization	Nature of Student Placement (Student Teacher, Student Intern, etc.)
5735 47th Ave., Sacramento, CA 95824 School Address	Dates of Student Placement

SAMPLE

Docusign Envelope ID: D930931A-554A-4C22-A3D4-E85E42E58DE2

COUNTY OF SACRAMENTO **COST REIMBURSEMENT AGREEMENT NO. 7202400-25-243**

CONTRACT ANALYST: Lucy Stanley 875-3151

DHS AGREEMENT SUMMARY

CONTRACTOR's NAME: Sacramento City Unified School District

Subject of Agreement: Safe Zone Squad Providing Mental Health Services

Contract Term: July 1, 2024 through June 30, 2025

Maximum Payment to Contractor through this Agreement: $751,130.00

County Counsel Approval: Corrie L Britton Date 07/26/2024

or

County Counsel Approval Not Required: _____ (Sacramento County Code Section)

Authorized by: 2024-0454 & 2.61.440 (Sacramento County Resolution Number or County Code Section)
SUPER RESO

☐ **Tax Waiver Granted** _____ ☐ **Tax Waiver Denied** _____

☒ **Standard Agreement** CA Agency Agr ☐ **Non Standard Agreement** _____
☐ **Five or more employees letter on file** **Exhibit D** _____

Risk Management has approved waiver to insurance requirements ☐
Risk Management has approved indemnification modifications ☐

This is a contract that must be reviewed and approved of County Counsel in accordance with Section 2.61.014 of the Sacramento County Code:

☐ 2.61.014 (a): Contract requires Board approval including but not limited to Section 71-J

☐ 2.61.014 (b): Contract approved in concept or otherwise authorized by Board **with the exception of those reviewed from the prior fiscal year.**

☐ 2.61.014 (c): Contract for services not previously provided by or to the department

☐ 2.61.014 (d): Contract does not utilize the standard format developed by County Counsel

☐ 2.61.014 (e): Contract with another governmental entity

☐ 2.61.014 (f): Contract involving an acquisition or grant of an interest in real property

☐ 2.61.014 (g): Contract requiring waiver of withholding

☐ 2.61.014 (h): Retroactive contracts

FISCAL SUMMARY

Fund Center: 7202400/7202100 G/L Account: 30312100 Order #: HS-BHSPCR-30/A21129

CONTRACTOR's Federal Tax Identification Number: 94-6002491

Docusign Envelope ID: D930931A-554A-4C22-A3D4-E85E42E58DE2

AGREEMENT

THIS AGREEMENT is made and entered into as of this 1st day of July, 2024, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, a Political Subdivision of the State of California, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, the Sacramento County Department of Health Services desires to contract for Mental Health crisis and triage services at several school campuses; and

WHEREAS, the Sacramento County Board of Supervisors authorized the Department of Health Services to enter into an Agreement with CONTRACTOR in Resolution Number 2024-0454 approved on June 11, 2024 and using amendment authority as authorized in Sacramento County Code 2.61.440; and

WHEREAS, pursuant to the resolution cited as providing authority to execute this Agreement, the Director of the Department of Health Services, or designee, has amendment authority for non-monetary changes, monetary decreases, to terminate or to assign this contract, and to monetarily increase the total contract amount by up to 10 percent of the total value of the contract, so long as budget appropriations are not exceeded; and

WHEREAS, CONTRACTOR has appropriate expertise to provide students, ages 11 to 14, a team called the Safe Zone Squad (SZS) to provide mental health crisis and triage services on 3 identified school campuses; and

WHEREAS, COUNTY AND CONTRACTOR desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

I. SCOPE OF SERVICES

CONTRACTOR shall provide services in the amount, type, and manner described in Exhibit A, which is attached hereto and incorporated herein.

II. TERM

This Agreement shall be effective and commence as of the date first written above and shall end on June 30, 2025.

III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY	TO CONTRACTOR
DIRECTOR Department of Health Services 7001-A East Parkway, Suite 1000 Sacramento, CA 95823-2501	Sacramento City Unified School District 5735 47th Avenue Sacramento, CA 95824

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

IV. COMPLIANCE WITH LAWS

CONTRACTOR shall observe and comply with all applicable federal, state, and county laws, regulations, and ordinances.

Docusign Envelope ID: D930931A-554A-4C22-A3D4-E85E42E58DE2

V. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

VI. LICENSES, PERMITS, AND CONTRACTUAL GOOD STANDING

A. CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, County of Sacramento, and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.

B. CONTRACTOR further certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

VII. PERFORMANCE STANDARDS

CONTRACTOR shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CONTRACTOR's services. COUNTY may evaluate CONTRACTOR's performance of the scope of services provided in Exhibit A in accordance with performance outcomes determined by COUNTY. CONTRACTOR shall maintain such records concerning performance outcomes as required by COUNTY and provide the records to COUNTY upon request.

VIII. OWNERSHIP OF WORK PRODUCT

All technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR hereunder shall be the exclusive property of COUNTY and shall be delivered to COUNTY upon completion of the services authorized hereunder. CONTRACTOR may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by COUNTY. COUNTY recognizes that all technical data, evaluations, plans, specifications, reports, and other work products are instruments of CONTRACTOR's services and are not designed for use other than what is intended by this Agreement.

IX. STATUS OF CONTRACTOR

A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement; and as an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.

C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and COUNTY shall have no right or authority over such persons or the terms of such employment.

D. It is further understood and agreed that as an independent contractor and not an employee of COUNTY, neither CONTRACTOR nor CONTRACTOR's assigned personnel shall have any entitlement as a COUNTY employee, right to

Docusign Envelope ID: D930931A-554A-4C22-A3D4-E85E42E58DE2

act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever. CONTRACTOR shall not be covered by workers' compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life, and other insurance programs, or entitled to other fringe benefits payable by COUNTY to employees of COUNTY.

E. It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel under the terms and conditions of this Agreement.

X. CONTRACTOR IDENTIFICATION

CONTRACTOR shall provide COUNTY with the following information for the purpose of compliance with California Unemployment Insurance Code Section 1088.8 and Sacramento County Code Chapter 2.160: CONTRACTOR's name, address, telephone number, social security number or tax identification number, and whether dependent health insurance coverage is available to CONTRACTOR.

XI. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

A. CONTRACTOR's failure to comply with state and federal child, family, and spousal support reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this Agreement.

B. CONTRACTOR's failure to cure such default within ninety (90) days of notice by COUNTY shall be grounds for termination of this Agreement.

XII. BENEFITS WAIVER

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from COUNTY: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations. Should CONTRACTOR or any employee or agent of CONTRACTOR seek to obtain such benefits from COUNTY, CONTRACTOR agrees to indemnify and hold harmless COUNTY from any and all claims that may be made against COUNTY for such benefits.

XIII. CONFLICT OF INTEREST

CONTRACTOR and CONTRACTOR's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

XIV. LOBBYING AND UNION ORGANIZATION ACTIVITIES

A. CONTRACTOR shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations.

B. If services under this Agreement are funded with state funds granted to COUNTY, CONTRACTOR shall not utilize any such funds to assist, promote, or deter union organization by employees performing work under this Agreement and shall comply with the provisions of Government Code Sections 16645 through 16649.

C. If services under this Agreement are funded in whole or in part with Federal funds no funds may be used to support or defeat legislation pending before Congress or any state legislature. CONTRACTOR further agrees to comply with all requirements of the Hatch Act (Title 5 USC, Sections 1501-1508).

XV. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS, AND FACILITIES

A. CONTRACTOR agrees and assures COUNTY that CONTRACTOR and any subcontractors shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient

of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.

B. CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code § 12900 et seq.), and regulations and guidelines issued pursuant thereto.

C. CONTRACTOR agrees to compile data, maintain records, post required notices and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.

D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement.

XVI. INDEMNIFICATION

A. To the fullest extent permitted by law, for work or services (including professional services), provided under this Agreement, CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents, (individually an "Indemnified Party" and collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, expert fees, and reasonable attorneys' fees, resulting from injuries to or death of any person, including employees of either party hereto, and damage to or destruction of any property, or loss of use or reduction in value thereof, including the property of either party hereto, and recovery of monetary losses incurred by COUNTY directly attributable to the performance of CONTRACTOR, arising out of, pertaining to, or resulting from the negligent acts, errors, omissions, recklessness, or willful misconduct of CONTRACTOR, its employees, or CONTRACTOR's subconsultants or subcontractors at any tier, or any other party for which CONTRACTOR is legally liable under law.

B. The right to defense and indemnity under this indemnity obligation arises upon occurrence of an event giving rise to a Claim and, thereafter, upon tender in writing to CONTRACTOR. Upon receipt of tender, CONTRACTOR shall provide prompt written response that it accepts tender. Failure to accept tender may be grounds for termination of the Agreement. CONTRACTOR shall control the defense of Indemnified Parties; subject to using counsel reasonably acceptable to COUNTY. Both parties agree to cooperate in the defense of a Claim.

C. This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by CONTRACTOR or CONTRACTOR'S subcontractors at any tier.

D. Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

E. The provisions of this indemnity obligation shall survive the expiration or termination of the Agreement

XVII. INSURANCE OR SELF-INSURANCE

Each party, at its sole cost and expense, shall carry insurance -or self-insure- its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, property, professional liability, cyber liability, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this Agreement is a material breach of contract and is grounds for termination of the Agreement.

XVIII. INFORMATION TECHNOLOGY ASSURANCES

CONTRACTOR shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONTRACTOR in the performance of services under this Agreement, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

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XIX. WEB ACCESSIBILITY

CONTRACTOR shall ensure that all web sites and web applications provided by CONTRACTOR pursuant to this Agreement shall comply with COUNTY's Web Accessibility Policy adopted by the Board of Supervisors on February 18, 2003, as well as any approved amendment thereto.

XX. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by COUNTY in accordance with express provisions in this Agreement.

B. CONTRACTOR shall submit an invoice on the forms and in accordance with the procedures prescribed by COUNTY on a monthly basis. Invoices shall be submitted to COUNTY no later than the fifteenth (15th) day of the month following the invoice period, and COUNTY shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.

C. COUNTY operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one (1) month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by COUNTY unless CONTRACTOR has obtained prior written COUNTY approval to the contrary.

D. CONTRACTOR shall maintain for four (4) years following termination of this Agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.

E. In the event CONTRACTOR fails to comply with any provisions of this Agreement, COUNTY may withhold payment until such non-compliance has been corrected.

XXI. LEGAL TRAINING INFORMATION

If under this Agreement CONTRACTOR is to provide training of County personnel on legal issues, then CONTRACTOR shall submit all training and program material for prior review and written approval by County Counsel. Only those materials approved by County Counsel shall be utilized to provide such training.

XXII. SUBCONTRACTS, ASSIGNMENT

A. CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Agreement. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.

B. This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of COUNTY.

XXIII. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.

XXIV. SUCCESSORS

This Agreement shall bind the successors of COUNTY and CONTRACTOR in the same manner as if they were expressly named.

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XXV. TIME

Time is of the essence of this Agreement.

XXVI. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XXVII. DIRECTOR

As used in this Agreement, "DIRECTOR" shall mean the Director of the Department of Health Services, or his/her designee.

XXVIII. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. Pending resolution of any such dispute, CONTRACTOR shall continue without delay to carry out all its responsibilities under this Agreement unless the Agreement is otherwise terminated in accordance with the Termination provisions herein. COUNTY shall not be required to make payments for any services that are the subject of this dispute resolution process until such dispute has been mutually resolved by the parties. If the dispute cannot be resolved within 15 calendar days of initiating such negotiations or such other time period as may be mutually agreed to by the parties in writing, either party may pursue its available legal and equitable remedies, pursuant to the laws of the State of California. Nothing in this Agreement or provision shall constitute a waiver of any of the government claim filing requirements set forth in Title 1, Division 3.6, of the California Government Code or as otherwise set forth in local, state and federal law.

XXIX. TERMINATION

A. Either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).

B. COUNTY may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.

C. COUNTY may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR that funds are not available because: 1) Sufficient funds are not appropriated in COUNTY'S Adopted or Adjusted Budget; 2) the COUNTY is advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the COUNTY is suspended or delayed; 3) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 4) funds that were previously available for this Agreement are reduced, eliminated and/or re-allocated by COUNTY as a result of budget or revenue reductions during the fiscal year.

D. If this Agreement is terminated under Paragraph A or C above, CONTRACTOR shall only be paid for any service completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. In no event, however, shall COUNTY pay CONTRACTOR an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.

E. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expense obligations to a third party that CONTRACTOR can legally cancel.

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XXX. REPORTS

A. CONTRACTOR shall, without additional compensation therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

B. CONTRACTOR agrees that, pursuant to Government Code section 7522.56, CONTRACTOR shall make best efforts to determine if any of its employees or new hires providing direct services to the COUNTY are members of the Sacramento County Employees' Retirement System (SCERS). CONTRACTOR further agrees that it shall make a report bi-annually (due no later than January 31st and July 31st) to the COUNTY with a list of its employees that are members of SCERS along with the total number of hours worked during the previous 6 months. This report shall be forwarded to where Notice is sent pursuant to Roman numeral III of this Agreement.

XXXI. AUDITS AND RECORDS

Upon COUNTY's request, COUNTY or its designee shall have the right at reasonable times and intervals to audit, at CONTRACTOR's premises, CONTRACTOR's financial and program records as COUNTY deems necessary to determine CONTRACTOR's compliance with legal and contractual requirements and the correctness of claims submitted by CONTRACTOR. CONTRACTOR shall maintain such records for a period of four (4) years following termination of the Agreement, and shall make them available for copying upon COUNTY's request at COUNTY's expense. COUNTY shall have the right to withhold any payment under this Agreement until CONTRACTOR has provided access to CONTRACTOR's financial and program records related to this Agreement.

XXXII. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between COUNTY and CONTRACTOR regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and CONTRACTOR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

XXXIII. SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

XXXIV. FORCE MAJEURE

Neither CONTRACTOR nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

XXXV. TRANSITION OF CARE

If CONTRACTOR provides services to patients/clients under the terms of this AGREEMENT, CONTRACTOR shall cooperate with COUNTY and any other Provider of services in circumstances where Patient care is transferred from CONTRACTOR to another Provider. CONTRACTOR understands and agrees that such cooperation is necessary for coordination of care and will make all reasonable efforts to make such transfers as seamless for the Patient as is possible.

XXXVI. SURVIVAL OF TERMS

All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Agreement shall so survive.

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XXXVII. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

Signatures scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement, with such scanned signatures having the same legal effect as original signatures. This Agreement may be executed through the use of an electronic signature and will be binding on each party as if it were physically executed.

XXXVIII. AUTHORITY TO EXECUTE

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

XXXIX. DRUG FREE WORKPLACE

If the contract is funded in whole or in part with State funds the CONTRACTOR shall comply, and require that its Subcontractors comply, with Government Code Section 8355. By executing this contract Contractor certifies that it will provide a drug free workplace pursuant to Government Code Section 8355.

XL. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

CONTRACTOR shall comply with applicable standards of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Subcontracts (Subgrants) of amounts in excess of $150,000 must contain a provision that requires the non-Federal awardee to agree to comply with all applicable standards, orders or regulations issued pursuant to the two Acts cited in this section. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

XLI. CULTURAL AND LINGUISTIC PROFICIENCY

To ensure equal access to quality care by diverse populations, CONTRACTOR shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards, which can be found at http://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53.

XLII. COVID-19 REQUIREMENTS

CONTRACTOR shall be solely and completely responsible for implementing the applicable COVID-19 guidelines from the California Division of Industrial Safety, the Centers for Disease Control and Prevention (CDC), and the Occupational Safety and Health Administration's (OSHA) non-emergency COVID-19 prevention regulations. (see Title 8 sections 3205, 3205.1, 3205.2, and 3205.3 (2023).)

XLIII. ADDITIONAL PROVISIONS

The additional provisions contained in Exhibits A, B, C, D, E, and F attached hereto are part of this Agreement and are incorporated herein by reference.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

COUNTY OF SACRAMENTO, a political subdivision of the State of California

By Signed by: Kelli Weaver 3CFF890D0653453...
Timothy W. Lutz, Director, Department of Health Services, or designee. Approval delegated pursuant to Sacramento County Code Section 2.61.012 (h)

Date: 8/28/2024

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

By Signed by: Janea Marking 6D79D9C4D46A455...
Janea Marking, Chief Business Officer

Date: 8/28/2024

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CONTRACT AND CONTRACTOR TAX STATUS
REVIEWED AND APPROVED BY COUNTY COUNSEL

By: Corrie L Brito Date: 07/26/2024

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EXHIBIT A to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY," and
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT,
hereinafter referred to as "CONTRACTOR"

SCOPE OF SERVICE: Triage Grant Program: Safe Zone Squad (SZS)

I. SERVICE LOCATION(S)

Facility Name: Sacramento City Unified School District
Street Address: 5735 47th Avenue
City and Zip Code: Sacramento, CA 95824

II. CONTRACT MONITOR

Name and Title: Mental Health Program Coordinator, Martha Sinclair-West, LCSW
Organization: Behavioral Health Services (BHS)
Street Address: 7001-A East Parkway, Suite 300
City and Zip Codes: Sacramento, CA 95823

III. DESCRIPTION OF SERVICES

A. Summary Description:

The SZS team will provide mental health crisis and triage services to students, ages 11 to 15 (6^{th}-8^{th} grade), on identified school campuses). Each SZS will be comprised of a 3-person team on each campus consisting of one Safe Zone Coach (also referred to as Student Support Center Coordinator) and two Youth & Family Mental Health advocates. Mental health supportive services include but are not limited to crisis intervention services, listening circles, skill development, psychoeducation, stress/crisis management, parent/caregiver trainings, restorative mediation, and mental health screening to identify appropriate levels of support from the SZS and provide linkage to a mental health provider or other resources within the community, if needed. The SZS program is referred to as Student Support Center on each campus.

B. Program Level Goals:

The SZS will assist in reducing gaps within the existing service continuum on designated school campuses for students ages 11 to 14. SZS will: enhance school and/or relationship success for students, teachers, families, and staff; reduce stigma; and reduce future mental health crises that result in psychiatric hospitalization. Additionally, SZS will provide improved access to services for student populations that are being unserved and underserved including Lesbian Gay Bisexual Transgender Queer (LGBTQ) students, homeless students, students served by Child Welfare or Probation, Commercially Sexually Exploited Children/Youth (CSEC) and immigrant and refugee students.

C. Program Capacity:

The SZS sites will maintain the capability to provide services and supports, annually, in accordance with this Agreement to the maximum number of unduplicated students enrolled on each campus ages 11 to 14.

IV. CONTRACT IDENTIFIERS

A. **CONTRACTOR:** Throughout this contract, CONTRACTOR is identified as Sacramento City Unified School District (SCUSD), who will act as the grant administrator and facilitator of these services provided through the schools.

B. **Safe Zone Mentor (SZM):** Through the "Safe Zone Mentorship" program, students will be educated on managing their own escalating stress, learn additional skills on how to identify a stress/crisis and how to respond. Students will have the opportunity to become SZMs to offer information to students who may be showing signs of worry or stress, so they know who they could turn to if they decided to seek help.

Parents/caregivers will be educated on mental health, learn skills to improve communication, develop problem solving skills between parents/caregivers and youth, learn how to listen to their child's worries and set boundaries, rules, and expectations.

C. **Pupil Personnel Services (PPS)**: A K-12 School Counseling Credential that qualifies individuals to work as school counselors in K-12 public schools. PPS authorizes individuals to perform duties related to the following four specializations: school counseling, school social work, school psychology, and school child welfare and attendance services.

D. **Safe Zone Coach (SZC)**: Also referred to as a Student Support Center Coordinator, or Safe Zone Coaches, will be a Licensed Practitioner of the Healing Arts (LPHA) or LPHA-waived clinician to provide mental health related services and have a current license or are registered Associates with the California Board of Behavioral Sciences (BBS). In situations where schools cannot hire LPHA or LPHA waived staff for these positions, the staff may hold a Pupil Personnel Services with a master's degree as a behavioral science major.

E. **Youth and Family Mental Health Advocate (YA)**: A person who has had direct life experience with receiving services from a mental health system, alcohol and drug services, child welfare, and/or juvenile justice system. YAs Perform a variety of functions to advocate for the needs of students with mental health issues, including participating in program management decisions, working directly with students and family members, and training school staff.

F. **Health Insurance Portability and Accountability Act of 1996 (HIPAA):** A Federal law that required the creation of national standards to protect sensitive patient health information from being disclosed without the patient's consent or knowledge.

G. **Family Educational Rights and Privacy Act (FERPA)**: A Federal law that protects the privacy of student education records. For the purpose of this scope, parties will adhere to the standards and requirements found in FERPA and HIPAA to the fullest extent legally possible. In addition to FERPA, the CONTRACTOR shall implement HIPAA standards to the fullest extent legally possible for the purpose of protecting personal health information (PHI) of students receiving services from this program.

V. PERFORMANCE MEASURES

CONTRACTOR shall:

A. Meet the following performance measures:

1. OBJECTIVE:

   a) 80% of students identified as chronically absent at any time in the 24-25 school year will receive a responsive service from SZS.

   b) 60% of students who receive a responsive service will show improvement equal or greater than 5% in their attendance in the 24-25 school year.

      i. Chronic absenteeism includes a child who missed 10% or more of the school year.

      ii. Responsive Service is defined as any Tier 2/3 service/intervention.

   OUTCOME MEASUREMENT METHOD: Number of students with chronic absenteeism who also received SZS services divided by the total number of students with chronic absenteeism. These should be submitted at the end of the quarter.

2. OBJECTIVE: There will be a 40% reduction in disciplinary action for students served by the SZS.

   OUTCOME MEASUREMENT METHOD: Number of students with disciplinary action who also received SZS services divided by the total number of students with disciplinary action. These should be submitted no later than 30 days after the end of the academic year.

3. OBJECTIVE: 90% of the student body that have a first or second disciplinary referral will receive a responsive service from SZS.

   OUTCOME MEASUREMENT METHOD: Number of students who have a first or second disciplinary referral that site staff referred to the program divided by the number of first or second disciplinary referrals. These should be submitted at the end of the quarter.

4. OBJECTIVE: 5% of the student body will participate in identified Peer mentoring program.

   OUTCOME MEASUREMENT METHOD: Number of SZM divided by the total student body count. These should be submitted no later than 30 days after the end of the academic year. OBJECTIVE: Of the students engaged in SZS services, 85% of students who received a crisis intervention service will not have a reported psychiatric hospitalization.

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OUTCOME MEASUREMENT METHOD: Number of students who report having a psychiatric hospitalization will have a reentry meeting upon returning to school. These should be submitted at the end of the quarter.

VI. SERVICE STANDARDS

CONTRACTOR shall:

A. Monitor submission of approval and authorization has been completed in COUNTY Electronic Health Record (EHR) for students and/or parents/caregivers receiving SZS services. No services shall be reimbursed without such approval and authorization.

B. Provide timely crisis intervention and provide Tier 2/3 responsive service including linking students to school-based and/or community mental health services when needed.

C. Provide culturally responsive services to increase the likelihood of equitable and just outcomes including integrated services for co-occurring conditions and substance use disorders: outreach strategies to engage LGBTQ students, homeless students, students served by Child Welfare or Probation, CSEC identified students and immigrant and refugee students. These services shall include student voice and choice provided in collaboration with those individuals and agencies involved with the student including significant others/family/parents/ caregivers/guardians.

D. Collect and disaggregate data by race/ethnicity/gender identity, with the resources available in County EHR or in CONTRACTOR'S own EHR. CONTRACTOR shall analyze the data to look for inequities, and provide changes based on the analysis to ensure that race/ethnicity/sexual orientation/gender identity are not predictors for a client's success.

E. Submit approval and authorization of services through an approved EHR or CONTRACTOR approved EHR system for students and/or parents/caregivers receiving SZS services. No services shall be reimbursed without such submission approval and authorization.

F. Utilize specific identifiers to warrant a referral. Identifying criteria can include but are not limited to behaviors related to aggression, self-harm, depression, anxiety, isolation, frequent absences, and academic decline.

   1. Disciplinary referrals will be reviewed and assessed by site staff to determine if the student's behavior or events leading to disciplinary referrals meets identifying criteria for mental health services provided by the SZS. If a student meets the criteria, a referral will be made to the SZS.
   2. Protocols to identify criteria will be shared for the purpose of enhancing and streamlining protocol.
   3. Referrals can also include students whose behaviors may not warrant disciplinary action but are concerning and may be negatively impacting the student's quality of life and opportunities for learning.

G. Publish program access information on the campus website and any social media platforms used by the CONTRACTOR. Provide link to COUNTY's triage website, on social media and on promotional brochures and flyers.

H. Provide services Monday through Friday during school hours and some evenings or weekends for parent outreach/training.

I. Provide access to SZS services using a referral form, refer-a-friend, website, the centralized phone number, or standard office hours for students to drop in and to initiate services.

J. Provide accessible space for SZS staff to talk privately with students who call or drop in needing services.

K. Provide accessible space for group consultation among SZS staff members, restorative mediation, parent/caregiver coaching, and psychoeducation groups.

L. Coordinate care and collaborate with all parties involved with the student and family including, but not limited to parents, schools, doctors, hospitals, social services, child welfare, courts, Alta Regional Center, Substance Use Prevention and Treatment Services, and Juvenile Justice.

M. Accept referrals for students of the assigned campus and triage as appropriate.

N. Provide support and coaching to parents/caregivers whose student attends the assigned campus. Ensure staff utilize strength-based, student-centered engagement and crisis management skills to support de-escalation and assist students to identify, manage, and cope with triggers.

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O. Ensure staff are aware of community resources for students and can support culturally relevant linkage to supports where individuals live.

P. Utilize County approved EHR or CONTRACTOR approved EHR system, in which CONTRACTOR shall follow protocols for secondary entry of data, such as billing, into County EHR as needed for invoicing. Additionally, CONTRACTOR shall adhere to confidentiality as outlined in this contract.

Q. Establish and distribute to clients and caregiver any crisis protocols when the client and caregiver need crisis intervention support, and modalities of support (phone, in-person, etc.) outside of normal business hours. This shall include but is not limited to providing all methods of contacting The Source for after-hours crisis support.

R. Provide telehealth services when appropriate notwithstanding the primary expectation to maintain face-to-face services.

VII. CONFIDENTIALITY

A. The parties will adhere to the standards and requirements found in the FERPA and the HIPAA to the fullest extent legally possible. In addition to the FERPA, CONTRACTOR shall ensure implementation of HIPAA standards to the fullest extent legally possible for the purpose of protecting PHI of students receiving services from this program.

B. Students receiving SZS services will be considered students/recipients of COUNTY Behavioral Health Services (BHS). CONTRACTOR shall maintain the confidentiality of all student mental health records and information, including billings and computerized records.

C. All student information related to mental health services provided may not be disclosed to another entity without specific authorization from the student or his/her legally authorized representative for disclosure. Types of information include but not limited to, name, identifying numbers, photograph, resources provided, and linkage to community services as it related to mental health services provided. If student is providing this authorization for disclosure, it must be determined that student fully understands, is competent and developmentally aware to provide such authorization and/or the parent/guardian can provide consent.

1. CONTRACTOR shall maintain confidential communications with a student receiving mental health services unless the student has waived confidentiality by using an Authorization for Exchange of Information, there is a mandated reporting duty, or the court orders a release of information after a hearing. If CONTRACTOR is subpoenaed to court, communications remain confidential until the court orders that the CONTRACTOR shall provide testimony.

2. In the event that CONTRACTOR is required by subpoena to testify in any matter arising out of or concerning this Agreement by any party other than COUNTY, CONTRACTOR shall not be entitled to any compensation from COUNTY for time spent or expense incurred in giving or preparing for such testimony, including travel time. CONTRACTOR must seek compensation from the subpoenaing party, and COUNTY shall not be liable if CONTRACTOR fails to receive compensation.

D. CONTRACTOR shall implement policies and procedures for staff and/or other entities to obtain student's mental health information. These policies and procedures will be shared with the COUNTY.

E. CONTRACTOR shall provide training on how to comply with confidentiality standards related to students receiving SZS services, which includes but not limited to SZS staff, teachers, administrative staff, school psychologists, etc.

F. CONTRACTOR shall develop and implement appropriate safeguards within their electronic database. These safeguards are to maintain the confidentiality of students and prevent further use or disclosure. Such safeguards can include but are not limited to disclaimers and electronic database permissions, which require written request and authorization in order for any staff outside of the SZS program to access. Requests for electronic database permission to access a student's mental health record will be reviewed by the CONTRACTOR to ensure request is relevant to the services provided, which includes a "legitimate education interests," and is in the best interest of the student. CONTRACTOR has the right to decline access to staff as deemed appropriate.

G. CONTRACTORS will enter specified information into the COUNTY'S EHR system or CONTRACTOR approved EHR system regarding services provided under the SZS grant. COUNTY will be responsible for maintaining the security and confidentiality of the County EHR system. COUNTY and CONTRACTOR shall each be responsible for complying with

applicable FERPA and HIPAA requirements related to maintaining the confidentiality of the SZS information within County EHR including complying with notice, consent, access, and redisclosure requirements.

H. Information disclosure of students receiving mental health services in violation of law may subject the party releasing the information to civil and/or criminal fines, penalties, and damages.

I. In certain situations, involving a patient or recipient of services, who is a danger to himself or others, all parties in relation to this contract (CONTRACTOR, site staff, etc.) have a duty to warn third parties of such danger and should consult supervisory staff and/or legal counsel about such duty to warn as appropriate.

VIII. SERVICE REQUIREMENTS

CONTRACTOR shall:

A. Support and review standardized written protocols that are provided at each campus for site staff to provide consistent responses.

B. Provide administrative oversight. This can include providing standardized resources, utilization of assessment tools, tracking of grant goals, and feedback regarding best practices.

C. Provide administrative support, which can include entering billing, submission of invoices, service delivery, student information and demographics into COUNTY's EHR.

D. Develop standardized written protocols at each campus for site staff to provide consistent responses.

E. Provide outreach, engagement, and advocacy to help students learn about services that are available when having a mental health crisis or when wanting to learn more about managing mental health.

F. Provide crisis intervention services and same day referrals for mental health services or other community support and services. For escalating crises, provide linkage to other crisis intervention services including, but not limited to, utilizing The Source, the Mental Health Urgent Care Clinic, Intensive Services Unit, and after-hours crisis services.

G. Utilize a Mental Health Screening and Assessment Tool to help create a consistent and unified response to a crisis. The tool includes a risk assessment, drug and alcohol screening, and questions about barriers, life domain challenges, strengths and resiliencies, treatment history, current services and supports. The tool is designed to help the team gather important information that will inform an ongoing Plan. The Plan will include students, teachers, other professionals, and parent input, when applicable, on how to address risks and create an action plan for each member of the team.

H. Utilize a Self-Report Checklist that will be developmentally appropriate and made available to students to help them learn about signs, symptoms and when they should ask for help and how to ask for help with the intent of increasing their awareness of their stress /crisis. The checklist will include, but is not limited to, lists of symptoms, stressors, the type of help the student desires, and strengths and supports. If a student determines they need help, the checklist will provide the SZS phone number, website, or email. Information about office hours or in-person support will also be listed on the form. They should prefer to talk to a SZS staff team member or an SZM.

I. Provide restorative mediation between teacher-student, student-student, and staff-student after an incident. The SZS will act as a mediator with the goal to help parties acknowledge behaviors and conflicts, work to help individuals reconcile and create a Plan for a future without reoccurrence of the issue. Additionally, psychoeducation will be provided to help these parties during the restorative mediation process. Include students, parents/caregivers/guardians, school staff or any other relevant person to participate in restorative mediation process.

J. Provide mental health screening to students who have received their 1st or 2nd disciplinary referral in the school year. Depending on the results and parties involved, the SZS staff may meet with the student and/or parent, teacher, etc. to provide education on behavioral health concerns and service options. Additionally, make a referral for linkage to a mental health provider, document any psychoeducation provided, etc., if appropriate.

K. Offer listening circles facilitated by the YA where students can feel safe in discussing worries with each other, as an outlet to prevent escalating stress. YA will also use this platform to teach students to develop an After Care Plan, tools, and skills

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to manage their stress/crisis. Promote the SZS program to youth by utilizing social media, preexisting campus clubs and student body class leaders as well as the use of promotional brochures and flyers.

L. Develop and maintain an interactive website, which includes but is not limited to, mental health education, links to other resources, and links to Sacramento County Behavioral Health's site, self-help quizzes, and accurate program information.

M. Educate students on managing their own escalating stress and how to help someone who is distressed through "Safe Zone Mentorship (SZM)". A SZM program will teach students skills on how to identify a stress/crisis, how to listen to a person experiencing stress/crisis and how to respond. Students may be eligible to become SZM. They will be identifiable on campuses and can discreetly offer developmentally appropriate information to students who may be showing signs of worry or stress so they know who they can turn to if they decide to seek help.

N. Provide training to parents/caregivers to improve communication, develop problem solving skills between parents/caregivers and youth, for parents/caregivers to learn how to listen to their child's worries and set boundaries, rules, and expectations. Parents/caregivers may be given the chance to become Parent Mentors and to co-facilitate parent/caregiver training.

O. Provide education to school staff to help develop competence and confidence in identifying mental health concerns in students as well as referring students for mental health services within the community, if needed and agreed upon by the student.

IX. STAFFING STANDARDS

CONTRACTOR shall:

A. Monitor whether the program is meeting staffing requirements, including 6 full time equivalent service direct staff total: 2 Safe Zone Student Support Specialists, and 4 YA.

B. Provide guidance, as requested, on staffing of 2 SZC, and 4 YA, including its staff meeting the licensing and credentialing requirements outlined in this contract and its provision of supervision in accordance with the appropriate State Licensure Board.

C. Monitor business practices to meet minimum capacity requirements. Capacity may vary throughout the fiscal year.

D. Provide support with collaboration and consultation with program staff related to outreach, engagement, advocacy, crisis intervention, same day referrals, and linkage to community resources to students experiencing a mental health crisis.

E. Provide support in a disciplinary review and restorative mediation process; provide training and psychoeducation, which can include a collaborative learning for staff.

F. Ensure Support Safe Zone Coaches will be an LPHA or LPHA-waived clinician to provide mental health related services and have a current license or are registered Associates with the BBS.

1. If CONTRACTOR is unable to staff the position with an LPHA or LPHA-waived clinician, staff may hold a PPS with a master's degree as a behavioral science major. PPS authorizes individuals to perform duties related to the following four specializations: school counseling, school social work, school psychology, and school child welfare and attendance services. Ensure SZS receives clinical supervision to all direct care staff, licensed and unlicensed. The Program Coordinator will be an LPHA or LPHA- waived, dependent on the licensing and/or credential status of its direct line staff. Program Manager is to provide School based mental health related services, clinical oversight of the program, and supervise direct line staff. Staff seeking licensure shall receive clinical supervision in accordance with the appropriate State Licensure Board; all staff will receive weekly group or individual supervision, sufficient to support staff practice.

2. LPHA are individuals who possess a valid California Professional License that can perform services as described in the program description: Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor I (LPCC I), or LPCC II.

3. LPHA-waived are individuals who have a Master's Degree and are granted a waiver by the COUNTY allowing them to function as an LPHA for up to six years. They can perform services as described in the program description: Associate Marriage and Family Therapist, Associate Social Worker, and Associate Professional Clinical Counselor.

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4. CONTRACTOR shall ensure the assigned Program Manager has a current license with the California Board of Behavioral Sciences as an LPHA, when the SZC are LPHA-waived. The Program Coordinator will provide clinical supervision in accordance with the appropriate State Licensure Board.
5. If the CONTRACTOR is unable to staff a Program Coordinator with an LPHA, the CONTRACTOR shall ensure the Program Coordinator is at minimum an LPHA-waived, only when the SZC are licensed as an LPHA.
6. If the CONTRACTOR is unable to staff a Program Coordinator as an LPHA when the SZC are also an LPHA-waived, the Program Coordinator may be LPHA-waived, only when the CONTRACTOR has provided access to an LPHA individual. This individual can be a contractor but must be.

   able to provide consistent supervision in accordance with the appropriate State Licensure Board to those who are LPHA-waived and providing direct services.

G. Ensure staff assuming the role of Safe Zone Student Support Specialist/SZC provides collaboration and consultation with program staff to determine if linkage to an MHP provider is advised; provides outreach, engagement, advocacy, crisis intervention, same day referrals, and linkage to community resources to students experiencing a mental health crisis; provide support in a disciplinary review and restorative mediation process; provide training and psychoeducation.

H. Provide access to YA to support student voice and choice as well as advocate within the system of care in accordance with COUNTY policies and procedures. Advocates support students by informing about recovery and services, providing training, advocacy, connecting to resources, experiential sharing, building community, relationship building, group facilitation, skill building, mentoring, goal setting, crisis triage and intervention, socialization, and self-esteem building. YA will also participate in shared governance of the program planning, development, and implementation of services within the schools. These staff will have personal experiences of recovery from mental health or substance use or lived experience similar to the target population and have experience navigating child welfare, juvenile probation, or special education systems.

I. Ensure staff assuming roles of YA meet, at minimum, the qualification descriptions of COUNTY's Mental Health Assistants (MHA) I, II, III or Certified Peer positions, as described in COUNTY's Policy and Procedure Manual – Staff Registration – QM-03-07. Ensure staff assuming roles of YA is a role model for students experiencing a crisis; has direct life experience with managing crisis and/or received service from a mental health system, alcohol and drug services, child welfare, and/or juvenile justice system. Ensure YA have the ability to relate to youth and offer hope that things can get better; can provide outreach, engagement, advocacy, crisis intervention, same day referrals, and linkage to community resources; consults with the LPHA to determine the need for linkage to a Mental Health Plan (MHP) provider; supports the discipline review and restorative mediation process; provides groups, training, and mentorship.

J. Adjust business practices to meet minimum capacity requirements. Capacity may vary throughout the fiscal year.

K. Ensure minimum staffing levels are maintained in accordance with Exhibit C Staffing. Any changes in the staffing detail require prior written approval of the COUNTY and may require an amendment. Approved changes will be noted in an updated staffing detail. Notify COUNTY of all changes in staff and/or classification vacancies that exceed 30 days within 10 business days of change. Staff includes Executive Director, Associate Director, Clinical Director, Chief Fiscal Officer, and Medical Director.

L. CONTRACTOR may utilize different job titles than used herein, so long as the positions fulfill the requirements herein.

M. Develop and utilize policies and procedures that include strategies to address staff recruitment and retention.

X. ADDITIONAL PROVISIONS

CONTRACTOR shall:

A. Meet with County Program Coordinator at least monthly for monitoring meetings or as requested by COUNTY.

B. Provide other data or reports as requested by the Research Evaluation and Performance Outcomes (REPO) Unit.

C. Participate in monthly External Utilization Reviews and all clinical or chart reviews directed by the Mental Health Plan.

D. Provide in-kind support staff to meet the above requirements (e.g., training space, private space, etc.) on campuses.

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E. Be appropriately represented at COUNTY sponsored Provider Meetings and other work groups as established and scheduled. CONTRACTOR shall be considered notified of updates and news shared at COUNTY meetings.

F. Participate fully in all applicable data collection and clinical and administrative activities related to the Mental Health Plan Performance Improvement Projects as they relate to CONTRACTOR program.

G. Complete and submit all adverse incident reports, compliance and quality assurance reporting and follow-up actions within established timelines and in accordance with County policy, California Department of Education and District policies as applicable.

H. Ensure all documentation will be completed in the CONTRACTOR approved EHR system. If using a CONTRACTOR approved EHR system, CONTRACTOR shall adhere to confidentiality as outlined in this contract.

I. If using County EHR, ensure all charge input will be completed in COUNTY EHR for the purpose of timeliness in billing and invoicing.

J. Work with COUNTY after year one of program implementation, to evaluate and determine sustainability, leveraging Medi-Cal claiming as appropriate in the future to support sustainability during the course of the grant cycle.

K. Immediately report any suspected or real HIPAA incidents to COUNTY Behavioral Health Compliance Officer.

L. Complete monthly and quarterly reports and relevant attachments and submit to the COUNTY or as requested.

M. If using County EHR, discharge a student by the 60th day. Any exceptions should be made in coordination with the clinical supervisor and the clinical justification will be reflected in the EHR. Students needing ongoing mental health support may be linked with mental health services or other community supports and services prior to discharge. Frequency of program services provided to an individual student will be documented in a student's mental health chart. This data will be made available to the COUNTY.

N. Complete and submit all adverse incident reports, compliance and quality assurance reporting and follow-up actions within established timelines.

O. Provide referral and linkages as appropriate. If the student has a substance use disorder, CONTRACTOR shall make referrals to appropriate alcohol and drug resources.

P. Identify SZS staff who will be responsible for providing or organizing training of site staff. Training will include but is not limited to crisis management, risk assessment, trauma-informed practices, etc. Provide evidence in the quarterly report that school site staff have completed such trainings.

Q. Comply with all Policies and Procedures adopted by COUNTY to implement federal/state laws and regulations.

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EXHIBIT B to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY," and
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, hereinafter referred
to as "CONTRACTOR"

COUNTY OF SACRAMENTO
DEPARTMENT OF HEALTH SERVICES
INSURANCE REQUIREMENTS

INSURANCE OR SELF-INSURANCE REQUIREMENTS FOR CONTRACTORS

Each party, at its sole cost and expense, shall carry insurance -or self-insure- its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, property, professional liability, cyber liability, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this Agreement is a material breach of contract and is grounds for termination of the Agreement.

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EXHIBIT C to AGREEMENT
between the COUNTY OF SACRAMENTO
hereinafter referred to as "COUNTY," and
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT,
hereinafter referred to as "CONTRACTOR"

BUDGET REQUIREMENTS

I. MAXIMUM TOTAL PAYMENT TO CONTRACTOR

A. The maximum financial obligation of the COUNTY under this Agreement shall not exceed **$751,130** for the term of this agreement, which is not a guarantee sum but shall be paid only for services rendered and received. This contract is not subject to cost settlement. Following the end of the contracted term, a final cost reconciliation for non-Medi-Cal services will be completed as outlined in Section II. of this Exhibit C. Exception to Bid has been approved and is on file.

B. Notwithstanding any other terms and provisions of this Agreement, reimbursement for services rendered from July 1 through August 31 during the term of this Agreement shall not exceed $125,188 until the final budget is adopted by COUNTY.

C. If CONTRACTOR exhausts the Maximum Payment Amount prior to June 30th of any applicable fiscal year, CONTRACTOR shall not receive any further compensation for that fiscal year. CONTRACTOR shall continue to operate under the terms and conditions set forth in this Agreement.

D. CONTRACTOR shall not be reimbursed for any overhead and allocated expenses in excess of 15% of actual Salaries and Employee Benefits and Operating Expenses.

II. COMPENSATION FOR SERVICES

A. In addition to Paragraph XX of this Agreement, COUNTY shall make payments on a monthly basis for services rendered during the preceding month upon the receipt of an appropriate and correct invoice for services submitted by CONTRACTOR. COUNTY shall serve as the fiscal intermediary for claiming and reimbursement for services as described in Exhibit A of this Agreement, and to act on CONTRACTOR's behalf with regard to claiming.

1. If CONTRACTOR requires a payment in less than the agreed upon 30 days, CONTRACTOR shall submit a detailed written appeal to COUNTY substantiating the request. At the sole discretion of DIRECTOR, COUNTY may on a limited basis authorize payment to be expedited within the constraints of the COUNTY reimbursement process. Approved rush payment may incur a processing fee.

2. CONTRACTOR shall not be reimbursed for any cost that exceeds the individual funding source amounts, and/or maximum program payment amount, as set forth in Section I. A., Maximum Payment to CONTRACTOR, of this Exhibit C, except as may be changed as stated in Section IV. B., (Budget), of this Exhibit C.

3. For services that cannot be claimed through the COUNTY electronic billing system, CONTRACTOR shall produce an itemized monthly invoice in an amount not to exceed actual expenditures incurred during the reporting period.

B. CONTRACTOR shall provide to COUNTY a detailed Revenue Expense Report in accordance with COUNTY's approved accounting methods and standards no later than September 30th following the end of the fiscal year.

C. COUNTY shall conduct an annual cost reconciliation to determine the final cost of services provided under this Agreement. The cost reconciliation shall include a comparison of CONTRACTOR's final reimbursement amount with any previous payments, payment adjustments, and other relevant information related to the Agreement. COUNTY shall recoup from CONTRACTOR, or reimburse to CONTRACTOR, any overpayment or underpayment as determined by the annual cost reconciliation process.

III. USE OF FUNDS AND PAYMENT LIMITATION

A. CONTRACTOR shall use the funds provided by COUNTY exclusively for the purposes of performing the services described in Exhibit A of this Agreement.

1. CONTRACTOR shall obtain written authorization from COUNTY prior to entering into any lease, purchase agreement, or purchase in excess of $5,000. COUNTY will respond to such requests within 30 working days.

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2. CONTRACTOR shall maintain sole responsibility for any or all lease, purchase agreement(s) or purchase(s) whereby the lease, purchase agreement, or purchase exceeds the term of this Agreement. CONTRACTOR shall obtain prior written authorization from COUNTY for all costs associated with an early termination of CONTRACTOR's lease, purchase agreement or purchase.

B. This Exhibit C shall be the basis for and limitation of payments by COUNTY to CONTRACTOR for the services described in this Agreement. COUNTY shall pay to CONTRACTOR a sum not to exceed the lesser of:

1. The amount indicated in Section I. A., Maximum Total Payment to CONTRACTOR, of this Exhibit C (this maximum payment amount by funding source may be modified in accordance with Section IV., subsection B.), or

2. The actual gross cost of services provided under this Agreement determined in accordance with the procedures and audit provisions set forth in Paragraph XX of this Agreement and Section I. and Section II. of this Exhibit C.

C. The Budget as described below is subject to revision upon written notice by COUNTY to CONTRACTOR as provided in this Agreement. Upon notice of revision, CONTRACTOR shall adjust services accordingly. Said revisions shall constitute an amendment to this Agreement.

IV. BUDGET

A. At the sole discretion of COUNTY, the Maximum Total Payment to CONTRACTOR stipulated in Section I.A., identified above, may be increased or decreased by COUNTY. In the event that the Maximum Total Payment is decreased by COUNTY, COUNTY shall provide written notice to CONTRACTOR thirty (30) days before the decrease takes effect.

B. Any requests for changes to the budget sections must be made in writing to COUNTY by CONTRACTOR prior to May 31st of the current fiscal year. Approval in writing shall constitute an amendment to the Agreement.

C. CONTRACTOR shall not be reimbursed for the cost of any expenditure as delineated in Exhibit C Budget Section 1 titled "Salaries and Employee Benefits" that exceeds that amount set forth in Section 1 "Total Salaries and Employee Benefits." Under spent funds in this section shall not be used in any other section without prior written authorization from COUNTY.

D. CONTRACTOR shall not be reimbursed for the cost of any expenditure as delineated in Exhibit C Budget Section 2 titled "Operating Expenses" that exceed that amount set forth in Section 2 "Total Operating Expenses". Under spent funds in this section shall not be used in any other section without prior written authorization from COUNTY.

E. CONTRACTOR shall not be reimbursed for the cost of any expenditure as delineated in Exhibit C Budget Section 4 titled "Overhead and Allocated Costs" that exceed that amount set forth in Section 4 "Total Overhead and Allocated Costs" without prior written authorization by COUNTY under spent funds in this section shall not be used in any other section without prior written authorization from COUNTY.

F. CONTRACTOR shall maintain sole responsibility for internal control and oversight of fiscal management practices, support financial review preparation, audit readiness, improvements in cost reporting, and record keeping practices in accordance with the Office of Management and Budget Uniform Grant Guidance, COUNTY policies and Board of Supervisors resolutions.

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EXHIBIT C STAFFING DETAIL

Program Name:	Expenditure Agreement #:	Capacity:
Safe Zone Squad	7202400-25-243	

Contracting Agency:	Fiscal Year:	Budget:
Sacramento City Unified School District	2024-2025	$ 750,130

No of FTEs	Case Carrying FTEs	% FTE Mode 45 Direct Services	% FTE Mode 55 MHMAA Services	% FTE - Mode 60 Direct Services 60-69	% FTE Mode 15 M/C Direct Services	Direct Service FTE	Agency Position Classifications	QM Classification	Budgeted Compensation per FTE, Including Increased Compensation	Budgeted Compensation - County Funding
Program Direct Service Staff										
2.00	2.00			100%		2.00	Speicalist II, Mental Health		$164,297	$328,594
4.00	4.00			100%		2.00	Youth & Family Mental Health Advocate		$89,844	$359,376
						0.00				$0
						0.00				$0
						0.00				$0
						0.00				$0
						0.00				$0
						0.00				$0
						0.00				$0
						0.00				$0
						0.00				$0
						0.00				$0
						0.00				$0
						0.00				$0
						0.00				$0
						0.00				$0
						0.00				$0
						0.00				$0
						0.00				$0
						0.00				$0
6.00	**6.00**					**4.00**	**TOTAL PROGRAM DIRECT SERVICE STAFF COMPENSATION :**			**$687,970**
Contracted Direct Service Program Staff										
						0.00				$0
						0.00				$0
						0.00				$0
0.00	**0.00**					**0.00**	**TOTAL PROGRAM CONTRACTED STAFF COMPENSATION:**			**$0**
6.00	**6.00**					**4.00**	**TOTAL ALL PROGRAM DIRECT STAFF COMPENSATION:**			**$687,970**

Administrative Staff

No of FTEs	Non-Allocated Administrative Staff: Example: Clerical, Data Entry dedicated exclusively to this program.	Budgeted Compensation per FTE, Including Increased Compensation	Budgeted Compensation - County Funding
0.050	Director I, Student Support – $136,555 (Salary) & $57,732 (benefits) = $194,287 x .05 of FTE= $9,714.35	$194,287.00	$9,714.00
			$0
			$0
			$0
			$0
			$0
			$0
			$0
	TOTAL ADMINISTRATIVE PERSONNEL COSTS:		**$9,714**

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EXHIBIT C BUDGET

Program Name:	Expenditure Agreement #
Safe Zone Squad	7202400-25-243

Contracting Agency:	Fiscal Year:
Sacramento City Unified School District	2024-2025

SECTION 1

County Funding: Choose One

1. SALARIES AND EMPLOYEE BENEFITS		One-Time/Non-Unit	Annual
a.	Program Staff - Employees (**FORMULA** from Staffing Detail)		$687,970.00
b.	Admin Support - Employees (**FORMULA** from Staffing Detail)		$9,714.00
c.	Payroll Taxes		
d.	Employee Benefits		
e.	Program Contracted Staff (**FORMULA** from Staffing Detail)		$0
	TOTAL PROGRAM SERVICES PERSONNEL EXPENSES (FORMULA):	**$0**	**$697,684.00**

SECTION 2

2. OPERATING EXPENSES

Use your General Ledger if available. The following key categories should be included and can further spelled out:

a.	Occupancy expenses:		
b.	Office expenses:		$3,500
c.	Equipment Leases:		
d.	Computer Lab and IT support:		
e.	Phone and Internet Service:		
f.	Travel, transportation and mileage for staff members and volunteers:		$3,000
g.	Professional services:		$0
h.	Other Operating Expenses (Explain):		$0
i.	Insurance:		
j.	Training and conferences. The training budget should match your training plan		$17,300
k.	Dedicated Medi-Cal Outreach expenses (List items it includes):		$3,277
	TOTAL PROGRAM SERVICES OPERATING EXPENSES (FORMULA):	**$0**	**$27,077.00**

SECTION 3

3. TOTAL PROGRAM SERVICES EXPENSES (FORMULA)	**$0**	**$724,761**

SECTION 4

4. OVERHEAD AND ALLOCATED COSTS

a.	Allocated Position Salaries, Benefits and Payroll Taxes. (**FORMULA** from Staffing Detail)		$0
b.	Other allocated expenses. Provide explanation of allocation methodology in budget narrative.		
c.	Other INDIRECT expenses. Itemize and provide explanation in budget narrative.		$26,369.00
	TOTAL ALLOCATED COSTS (NOT TO EXCEED 15% OF SECTION 3) (FORMULA):	**$0**	**$26,369.00**

SECTION 5

5. HOUSING AND FLEXIBLE SUPPORT

a.	Master Lease		
b.	Motel/Hotel Payments		
c.	Subsidies		
d.	Utilities		
e.	Moving Expenses/Furniture/Other Household Goods and Building Maintenance & Repair		
f.	Housing Readiness: Security Deposits, Credit Repair Fees, and Housing Documentation Readiness		
g.	Rent Gap		
h.	Food, Clothing, Hygiene, and Necessary Medical Remedies **(FSP Only)**		
i.	Education and Employment Resources **(FSP Only)**		
j.	Mental Health Medications (non Medi-Cal Beneficiaries Only) and Specialized Medical Provider **(FSP Only)**		
k.	Client Supports **(FSP only)**: Travel/Transportation, Conference/Trainings, Other Purchased Supports, Special Events, Child Care/Respite, Translation/Interpreter. Itemize and provide explanation in budget narrative.		
	TOTAL HOUSING AND FLEXIBLE SUPPORT (FORMULA):		**$0**

SECTION 5 TOTAL HOUSING AND FLEXIBLE SUPPORT COSTS:	**$0**
SECTIONS 1-4 TOTAL ANNUAL SERVICE BUDGET:	**$751,130**
AUDIT READINESS	**$0**
ONE-TIME PROPOSED BUDGET TOTALS:	**$0**

SECTION 6

6. TOTAL PROPOSED BUDGET (FORMULA)	**$751,130**

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EXHIBIT D to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT,
hereinafter referred to as "CONTRACTOR"

ADDITIONAL PROVISIONS

I. LAWS, STATUTES, AND REGULATIONS

A. CONTRACTOR shall abide by all applicable state, federal, and county laws, statutes, and regulations, including but not limited to the Bronzan-McCorquedale Act (Welfare and Institutions Code, Divisions 5, 6, and 9, Sections 5600 et seq., and Section 4132.44), Title 9 and Title 22 of the California Code of Regulations, Title XIX of the Social Security Act, State Department of Health Care Services (DHCS) Policy Letters, and Title 42 of the Code of Federal Regulations, Section 434.6 and 438.608, in carrying out the requirements of this Agreement.

B. CONTRACTOR shall comply with all Policies and Procedures adopted by COUNTY to implement federal/state laws and regulations.

C. CONTRACTOR shall comply with the requirements mandated for culturally competent services to diverse populations, including but not limited to California Code of Regulations, Title 9, Rehabilitative and Developmental Services, Division 1, Department of Mental Health, Chapter 11, Medi-Cal Specialty Mental Health Services, Subchapter 1, General Provisions, Article 4, Section 1810.410 (a-e). CONTRACTOR agrees to abide by the Assurance of Cultural Competence Compliance document, as provided by COUNTY, and shall comply with its provisions.

II. LICENSING, CERTIFICATION, AND PERMITS

A. CONTRACTOR agrees to furnish professional personnel in accordance with the regulations, including all amendments thereto, issued by the State of California or COUNTY. CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the minimum of staff required by law for provision of services hereunder; such personnel shall be qualified in accordance with all applicable laws and regulations.

B. CONTRACTOR shall make available to COUNTY, on request of DIRECTOR, a list of the persons who will provide services under this Agreement. The list shall state the name, title, professional degree, and work experience of such persons.

III. OPERATION AND ADMINISTRATION

A. CONTRACTOR agrees to furnish at no additional expense to COUNTY beyond the amounts identified as NET BUDGET/MAXIMUM PAYMENT TO CONTRACTOR in Exhibit C, all space, facilities, equipment, and supplies necessary for its proper operation and maintenance.

B. CONTRACTOR, if incorporated, shall be in good standing and operate according to the provisions of its Articles of Incorporation and By-Laws. Said documents and any amendments thereto shall be maintained and retained by CONTRACTOR and made available for review or inspection by DIRECTOR at reasonable times during normal business hours.

C. CONTRACTOR shall forward to DIRECTOR all copies of its notices of meetings, minutes, and public information, which are material to the performance of this Agreement.

D. CONTRACTOR agrees that all materials created for public dissemination shall reflect the collaborative nature of all programs and/or projects. All program announcements, websites, brochures, and press releases shall include the Sacramento County logo, and shall adhere to the Logo Style Guide provided by COUNTY. Additionally, the program announcements, websites, brochures and press releases shall state the following language:

1. If MHSA funding is present in Exhibit C of this Agreement, "This program is funded by the Division of Behavioral Health Services through the voter approved Proposition 63, Mental Health Services Act (MHSA)."

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2. If MHSA funding is not present in Exhibit C of this Agreement, "This program is funded by the Sacramento County Division of Behavioral Health Services".

3. Oral presentations shall include the above required statement.

IV. CONFIDENTIALITY

A. CONTRACTOR is subject to, and agrees to comply and require his or her employees to comply with the provisions of Sections 827, 5328, 5330, 5610 and 10850 of the Welfare and Institutions Code, Division 19-000 of the State of California Department of Social Services Manual of Policies and Procedures, Code of Federal Regulations Title 45, Section 205.50, and all other applicable laws and regulations to assure that:

1. All applications and records concerning an individual made or kept by CONTRACTOR, COUNTY, or any public officer or agency in connection with the Welfare and Institutions Code relating to any form of public social services or health services provided under this Agreement shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of such public social or health services.

2. No person will publish or disclose, or use or cause to be published, disclosed, or used, any confidential information pertaining to an applicant or recipient of services. Applicant and recipient records and information shall not be disclosed by CONTRACTOR to third parties without COUNTY's consent or the consent of the applicant/recipient.

B. CONTRACTOR agrees to inform all of his/her employees, agents, subcontractors and partners of the above provisions and that knowing and intentional violation of the provisions of said state and federal laws is a misdemeanor.

C. CONTRACTOR is subject to, and agrees to comply when applicable, with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)(42 USC § 1320d) and regulations promulgated thereunder by the U.S. Department of Health and Human Services and other applicable laws and regulations.

V. CLINICAL REVIEW AND PROGRAM EVALUATION

A. CONTRACTOR shall permit, at any reasonable time, personnel designated by DIRECTOR to come on CONTRACTOR's premises for the purpose of making periodic inspections and evaluations. CONTRACTOR shall furnish DIRECTOR with such information as may be required to evaluate fiscal and clinical effectiveness of the services being rendered.

B. DIRECTOR or his designee shall represent COUNTY in all matters pertaining to services rendered pursuant to this Agreement, including authorization for admission, care, and discharge of all clients for whom reimbursement is required under this Agreement.

VI. REPORTS

A. CONTRACTOR shall provide accurate and timely input of services provided in the COUNTY's Electronic Health Record (EHR), in accordance with COUNTY's policy, so that COUNTY can generate a monthly report of the units of service performed.

B. CONTRACTOR shall, without additional compensation therefore make further fiscal, program evaluation and progress reports as may be reasonably required by DIRECTOR or by the DHCS concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

VII. RECORDS

A. Patient Records: CONTRACTOR shall maintain adequate patient records on each individual patient, which shall include diagnostic studies, records of patient interviews, treatment plans, progress notes, and records of services provided by various professional and paraprofessional personnel, in sufficient detail to permit an evaluation of services. Such records shall comply with all applicable federal, state, and COUNTY record maintenance requirements.

B. Service and Financial Records: CONTRACTOR shall maintain complete service and financial records, which clearly reflect the actual cost and related fees received for each type of service for which payment is claimed. The patient eligibility determination and the fees charged to and collected from patients shall also be reflected therein. Any apportionment of costs shall be made in accordance with Generally Accepted Accounting Principles (GAAP).

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C. Review, Inspection, and Retention of Records: At reasonable times during normal business hours, the DHCS, COUNTY or DIRECTOR, the appropriate audit agency of any of them, and the designee of any of them shall have the right to inspect or otherwise evaluate the cost, quality, appropriateness and timeliness of services performed and to audit and inspect any books and records of CONTRACTOR which pertain to services performed and determination of amount payable under this Agreement. Upon expiration or termination of this Agreement all patient records shall be kept for a minimum of 7 years from the date of discharge and in the case of minors, for at least 1 year after the minor patient's eighteenth birthday, but in no case less than 7 years from the date of discharge. Service and financial records shall be retained by CONTRACTOR for a minimum period of 4 years after the termination of this Agreement, or until audit findings are resolved, whichever is later.

VIII. PATIENT FEES

A. The Uniform Method of Determining Ability to Pay prescribed by DHCS shall be applied when services to patients are involved, in accordance to applicable COUNTY policies and procedures.

B. Charges for services to either patients or persons responsible shall approximate estimated actual cost.

C. CONTRACTOR shall use the Uniform Billing and Collection Guidelines prescribed by DHCS.

IX. AUDIT/REVIEW REQUIREMENTS

A. Federal OMB Audit Requirements (also known as Omni Circular or Super Circular) for Other Than For-Profit Contractors
2 CFR 200.501 requires that non-Federal entities that expend $1,000,000 or more (from all Federal sources) in a year in Federal Awards must have an annual single or program specific Audit in accordance with the OMB requirements. 2 CFR 200.512 sets forth the requirements for filing the Audit with the Federal Audit Clearinghouse (FAC).

B. COUNTY Requirements for Non-Profit, For-Profit, Governmental and School District Contractors
In addition to the OMB requirements of paragraph A of this section, COUNTY requires CONTRACTOR to provide an annual Audited or Reviewed financial statement as follows:

1. Annual Audited financial statements and accompanying Auditor's report and notes is required from CONTRACTOR when DHS has awarded contracts totaling $250,000 or more for any twelve month period. The Audited financial statement shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) and the Audit shall be performed by an independent Certified Public Accountant in accordance with Generally Accepted Auditing Standards (GAAS).

2. Annual Reviewed financial statements are required from CONTRACTOR when DHS has awarded contracts totaling less than $250,000, but more than $100,000 for any twelve month period. The Reviewed financial statement shall be prepared by an independent Certified Public Accountant in accordance with Statements on Standards for Accounting and Review Services issued by the AICPA. Audited financial statements may be substituted for Reviewed financial statements.

3. Should any audit findings be noted in the Audit or Review CONTRACTOR must submit a Corrective Action Plan with the Audit or Review detailing how the audit findings will be addressed.

4. If management letters are issued by a Certified Public Accountant separate from the audit CONTRACTOR is required to provide copies to COUNTY, and submit corrective action plans to address findings or recommendations noted in the management letters.

5. The annual Audited or Reviewed financial statement shall include a Summary of Auditor's Results.

C. Term of the Audit or Review
The Audit(s) or Review(s) shall cover the entire term of the contract(s). If CONTRACTOR'S fiscal year is different than the contract term, multiple Audits or Reviews shall be required, in order to cover the entire term of the contract.

D. Termination
If the Agreement is terminated for any reason during the contract period, the Audit or Review shall cover the entire period of the Agreement for which services were provided.

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E. Submittal and Due Dates for Audits or Reviews
CONTRACTOR shall provide to COUNTY 1 copy of the Audit or Review, as required in this section, due six months following the end of CONTRACTOR'S fiscal year. Audit or Review shall be sent to:

Contracts Manager
County of Sacramento
Department of Health Services
7001 –A East Parkway, Suite 1000C
Sacramento, CA 95823

F. Request for Extension of Due Date
CONTRACTOR may request an extension of the due date for the Audit or Review in writing. Such request shall include the reason for the delay, a specific date for the extension and be sent to:

Contracts Manager
County of Sacramento
Department of Health Services
7001 –A East Parkway, Suite 1000C
Sacramento, CA 95823

G. Past Due Audit/Review
COUNTY may withhold payments due to CONTRACTOR from all past, current and future DHS contracts when past, current or future audits/reviews are not provided to COUNTY by due date or approved extended due date.

H. Overpayments
Should any overpayment of funds be noted in the Audit or Review, CONTRACTOR shall reimburse COUNTY the amount of the overpayment within 30 days of the date of the completion of the Audit or Review.

X. SYSTEM REQUIREMENTS

A. CONTRACTOR shall adhere to the guidelines, policies and procedures issued by the County Department of Technology (DTech) for use of COUNTY computers, software, and systems.

B. CONTRACTOR shall utilize the COUNTY's Electronic Health Record (EHR) for all County Mental Health Plan (MHP) functions including, but not limited to, client demographics, services/charges, assessments, treatment plans and progress notes. CONTRACTOR has the right to choose not to use the COUNTY's EHR system but must comply with all necessary requirements involving electronic health information exchange between the CONTRACTOR and the COUNTY. The CONTRACTOR must submit a plan to the COUNTY for approval demonstrating how the requirements will be met.

XII. EQUIPMENT OWNERSHIP

COUNTY shall have and retain ownership and title to all equipment identified to be purchased by CONTRACTOR under Exhibit C of this Agreement. CONTRACTOR shall furnish, and amend as necessary, a list of all equipment purchased under this Agreement together with the bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The equipment list shall specify the quantity, name, description, purchase price, and date of purchase of all equipment. CONTRACTOR shall make all equipment available to COUNTY during normal business hours for tagging or inventory. CONTRACTOR shall deliver all equipment to COUNTY upon termination of this Agreement.

XIII. PATIENTS RIGHTS/GRIEVANCES

A. CONTRACTOR shall give to all patients written notice of their rights pursuant to and in compliance with California Welfare and Institutions Code Section 5325 et seq.; California Code of Regulations Title 9, Section 860 et seq.; Title XIX of the Social Security Act; and Title 42, Code of Federal Regulations. In addition, in all facilities providing the services described herein, CONTRACTOR shall have prominently posted in the predominant language of the community a list of the patient's rights.

B. As a condition of reimbursement, CONTRACTOR shall provide the same level of treatment to beneficiaries served under this Agreement as provided to all other patients served.

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C. CONTRACTOR shall not discriminate against any beneficiary of services provided under this Agreement in any manner.

D. CONTRACTOR agrees to provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services, including affording recipients notice of adverse determination and a hearing thereon to the extent required by law.

XIV. ADMISSION POLICIES

CONTRACTOR's admission policies (if applicable) shall be in writing and available to the public and shall include a provision that patients are accepted for care without discrimination as described in this Agreement.

XV. HEALTH AND SAFETY

A. CONTRACTOR shall maintain a safe facility.

B. CONTRACTOR shall store and dispense medication in compliance with all applicable state, federal, and COUNTY laws and regulations.

XVI. MANDATED REPORTING

CONTRACTOR shall comply with the training requirements for identification and reporting of child abuse, adult, and dependent adult abuse as defined in Penal code Section 11165.7 and the Welfare and Institutions Code Section 15630-15632. All training shall be documented in an individual personnel file. CONTRACTOR shall establish procedures for paid and volunteer staff for reporting suspected child abuse cases.

XVII. BACKGROUND CHECKS

CONTRACTOR shall not assign or continue the assignment of any employees, agents (including subcontractors), students, or volunteers ("Assigned Personnel") who have been convicted or incarcerated within the prior 10 years for any felony as specified in Penal Code § 667.5 and/or 1192.7, to provide direct care to clients.

XVIII. BASIS FOR ADVANCE PAYMENT

A. Pursuant to Government Code § 11019(c) this Agreement allows for advance payment once per fiscal year when CONTRACTOR submits a request in writing, and request is approved in writing by DIRECTOR or DIRECTOR's designee.

B. If DIRECTOR finds both that CONTRACTOR requires advance payment in order to perform the services required by this Agreement and that the advance payment will not create an undue risk that payment will be made for services which are not rendered, DIRECTOR, or DIRECTOR's designee, may authorize, in her/his sole discretion, an advance in the amount not to exceed 10% of the "Net Budget/Maximum Payment to CONTRACTOR" as indicated in Exhibit C.

C. In the case of Agreements with multiple-year terms, DIRECTOR or DIRECTOR's designee may authorize annual advances of not more than 10% of the "Net Budget/Maximum Payment to CONTRACTOR" for each fiscal year as indicated in the Exhibit C.

D. CONTRACTOR's written request for advance shall include a detailed written report substantiating the need for such advance payment, and such other information as DIRECTOR or DIRECTOR's designee may require.

E. All advanced funds shall be offset against reimbursement submitted during the fiscal year.

F. COUNTY reserves the right to withhold the total advance amount from any invoice.

These provisions apply unless specified otherwise in Exhibit C of this Agreement

XIX. AMENDMENTS

A. DIRECTOR may execute an amendment to this Agreement provided that:

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1. An increase in the maximum contract amount resulting from the amendment does not exceed DIRECTOR's delegated authority under Sacramento County Code Section 2.61.100 (c) or any amount specified by Board of Supervisor's resolution for amending this Agreement, whichever is greater; and

2. Funding for the increased contract obligation is available within the Department's allocated budget for the fiscal year.

B. The budget attached to this Agreement as Exhibit C is subject to revision by COUNTY upon written notice by COUNTY to CONTRACTOR as provided in this Agreement. Upon notice, CONTRACTOR shall adjust services accordingly and shall within 30 days submit to DIRECTOR a revised budget. Said budget revision shall be in the form and manner prescribed by DIRECTOR and, when approved in writing, shall constitute an amendment to this Agreement.

C. The budget attached to this Agreement as Exhibit C may be modified by CONTRACTOR making written request to DIRECTOR and written approval of such request by DIRECTOR. Approval of modifications requested by CONTRACTOR is discretionary with DIRECTOR. Said budget modification shall be in the form and manner prescribed by DIRECTOR and, when approved, shall constitute an amendment to this Agreement.

XX. RUSSIAN ECONOMIC SANCTIONS

Pursuant to California State Executive Order N-6-22 (Order) imposing economic sanctions against Russia and declaring support of Ukraine, County shall terminate any contract with any individual or entity that is in violation of the Order or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

If the total amount of this Agreement is $5,000,000 or more, CONTRACTOR shall provide a written report to COUNTY within 60 days of the effective date of the contract or 60 days upon request regarding compliance with economic sanctions and steps taken in response to Russia's action in Ukraine, including but not limited to, desisting from making new investments in, or engaging in financial transactions with Russia or Russian entities, and directly providing support to Ukraine, while the Order is in effect. The COUNTY shall keep the report on file as evidence of compliance with the Order.

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EXHIBIT E to AGREEMENT
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT,
hereinafter referred to as "CONTRACTOR"

SCHEDULE OF FEDERAL FUNDS

I. ☒ If box is checked, there are **no** Federal funds in this contract.

II. ☐ If box is checked, there are Federal funds in this contract. CONTRACTOR is NOT a subrecipient.

III. ☐ If box is checked, there are Federal funds in this contract. CONTRACTOR IS a subrecipient.

Federal funding details for this contract are as follows:

A.	Assistance Listing Number (ALN):	
	ALN Title:	
	Award Name and Federal Award Identification Number (FAIN):	
	Award Year:	
	Were funds awarded for research and development activities?	
	Name of the Federal awarding agency:	
	Amount in this contract:	

IV. Total Federal Funds in this contract: $0.00

V. CONTRACTOR'S UEI Number is: N/A

VI. CONTRACTOR shall comply with all Federal requirements including OMB requirements for Single Audits, in addition to COUNTY audit requirements for the purposes of contract monitoring as stated in this agreement, as applicable.

VII. At the sole discretion of COUNTY, the dollar amount payable under each Federal funding source in paragraph III of this Exhibit may be changed upon written notice from the COUNTY to CONTRACTOR so long as payments do not exceed the maximum total payment amount in accordance with this agreement.

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EXHIBIT F to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT,
hereinafter referred to as "CONTRACTOR"

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

CONTRACTOR agrees to comply with 5 U.S.C. 1501-1508, 31 U.S.C. §1352 and 45 CFR Part 76.100 (Code of Federal Regulations), which provides that federal funds may not be used for any contracted services, if CONTRACTOR is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

I (We) certify to the best of my (our) knowledge and belief, that CONTRACTOR named below and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

2. Have not within a three (3)-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not within a three (3)-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

5. Shall notify COUNTY within ten (10) days of receipt of notification that CONTRACTOR is subject to any proposed or pending debarment, suspension, indictments or termination of a public transaction.

6. Shall obtain a certification regarding debarment and suspension from all its subcontractors that will be funded through this Agreement.

7. Hereby agree to terminate immediately, any subcontractor's services that will be/are funded through this Agreement, upon discovery that the subcontractor is ineligible or voluntarily excluded from covered transactions by any federal department or agency.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

BY: Signed by: Janea Marking 6D79D9C4D46A455... DATE: 8/28/2024

Sacramento City Unified School District

Change Order 01

Date: August 21, 2024

Project Name: C.K. McClatchy New Softball Field and Baseball Field Improvements Project
Project No: 0510-470
DSA File No: 34-H7
DSA Application No: 02-121610

The following parties agree to the terms of this Change Order:

Owner: Sacramento City USD
5735 47th Ave.
Sacramento, CA 95824

Contractor: Robert A. Bothman Construction, Inc.
2690 Scott Boulevard
Santa Clara, CA 95050

Construction Manager: Kitchell
2450 Venture Oaks Way, Suite 500
Sacramento. CA 95833

Reference	Description	Cost	Days Ext.
	Amount of Previously Approved AED(s) Within Allowance(s)/Contingency and Approved by CBO via e-Builder	$ 128,436.58	0
Requested by: Performed by: Reason:	PCO 26 - AC Grind Overlay District Bothman Repairs to asphalt paving for main access road and student parking lot	$ -	0

Contract time will be adjusted as follows:	Original Contract Amount with Allowances:	**$8,755,000.00**
Previous Completion Date: 8/28/2024	Amount of Previously Approved AED(s)/PCO(s):	**$ 128,436.58**
Twenty-Three 23 Calendar Days Extension (zero unless otherwise indicated)	Amount of this Change Order:	**$ -**
Current Completion Date: **9/20/2024**	Revised Contract Amount After this change order:	**$8,755,000.00**

The undersigned Contractor approves the foregoing as to the changes, if any,to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

This change order is subject to approval by the governing board of this District and must be signed by the District. Until such time as this change order is approved by the District's governing board and executed by a duly authorized District representative, this change order is not effective and not binding.

It is expressly understood that the compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project including without limitation, cumulative impacts. Any costs, expenses, damages or time extensions not included are deemed waived.

Signatures

District: Sacramento City USD

9/9/24

Chris Ralston, Assistant Superinten(Date

Contractor: Bothman

8/23/2024

Simon Murphy, Sr. Project Manager Date

Construction Manager: Kitchell

8/22/2024

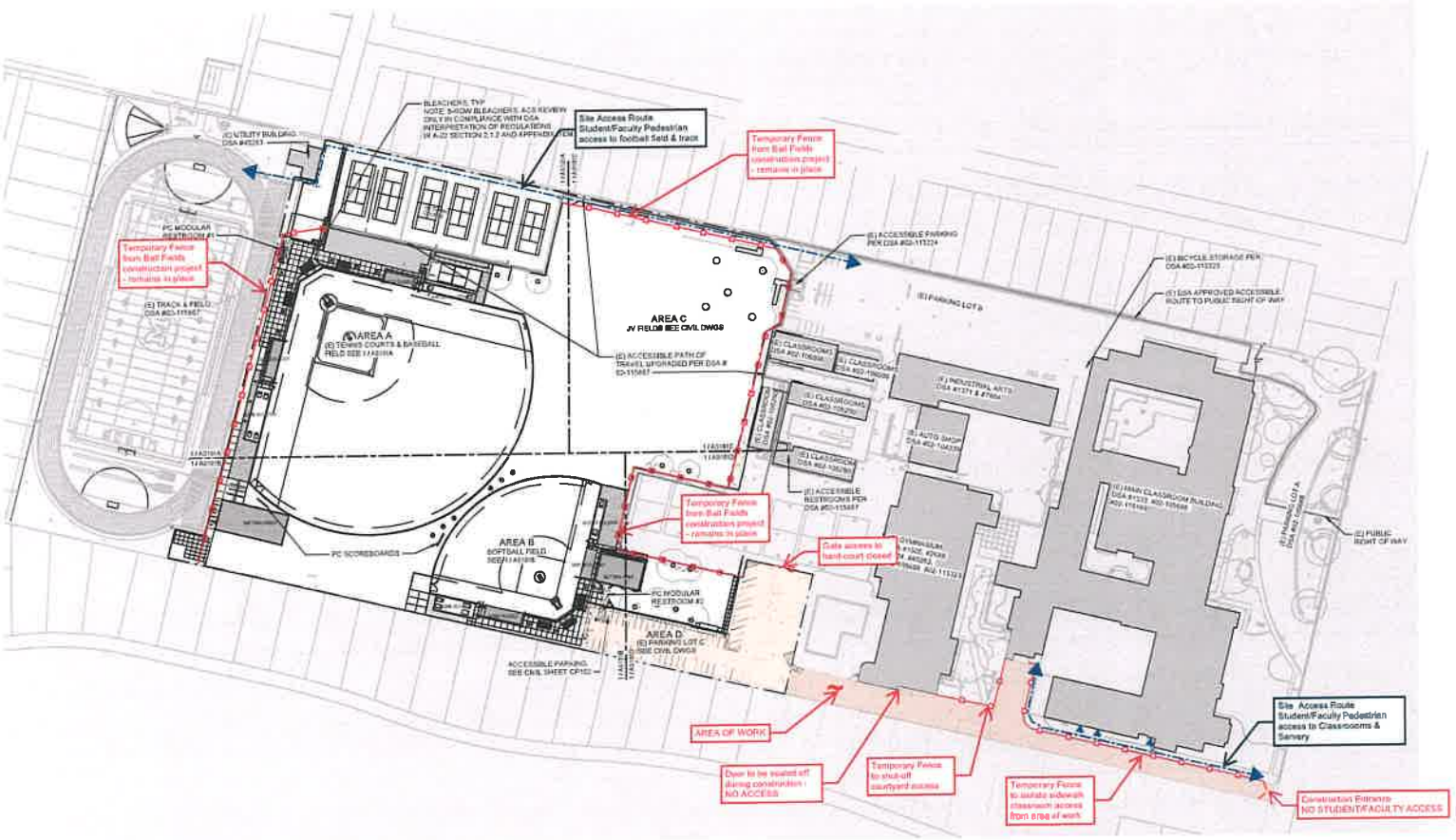
Ryan Wade, Project Manager Date

Anthony Lea, Project Manager Date

X

ROBERT A.
BOTHMAN CONSTRUCTION

C.K. McClatchy High School Ballfields Project
Logistics Plan - Parking Lot Re-Pave 8/19/24 - 9/20/24



PROPOSED CHANGE ORDER & COVER SHEET

Sacramento City Unified School District
5735 47th Ave. Sacramento, CA 95824
(916) 643-7474 / Main number

Sacramento City Unified School District

NAME & ADDRESS OF PROJECT: CK McClatchy HS Ball Fields **SCUSD PROJECT: 0510-470**
3066 Freeport Blvd, Sacramento, CA 95818

PCO NUMBER: 26 **DSA NUMBER: 02-121610**

NAME & ADDRESS OF ENTITY: Robert A Bothman Construction
2990 Lava Ridge Ct, Roseville, CA

ARCHITECT: Lionakis

Entity proposes to change the Contract as follows:

Includes: Grind and overlay 1.5" asphalt section over existing asphalt. Budget to fully remove & replace (20) 10'x10' squares of damaged asphalt, including base rock touchup and full asphalt sections in these locations below the overlay. Re-stripe to match existing layout, including wheel stops.
Excludes: any and all re-grading work, including verifying existing asphalt slopes to drain. repairing or re-setting utility boxes. NOTE: (n) asphalt will drain the same as existing

(Reference Document (RFP,RFI, CCD #_____)

PROPOSED ADJUSTMENTS

The proposed basis of adjustment to the Contract Sum is:

X_____ Lump Sum (Increase/~~Decrease~~) of __$210,178.86_____
_____ Unit Price of $_____ per _____ with costs Not to Exceed _____
_____ Time & Materials, Not to Exceed $_____ Actual $_____

The proposed adjustment, if any, an increase of ___14_____ days. A decrease of _____days.

Signature by the Entity indicates the Entity's agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this Proposed Change Order as full and complete satisfaction of any direct or indirect additional cost incurred by Entity in connection with performance of the proposed change work. **ACCEPTED** DATE: 7/18/24
Robert A Bothman Construction ENTITY (Typed Name)
(Signature)
Simon Murphy, Sr. Project Manager (Print Name)

POTENTIAL CONTINGENCY DRAW

PCD NO.:
26

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824

Project: CK McClatchy HS Ball Fields
Bid No.: 0510-470
RFI No.: N/A

Date: 7/18/24
DSA File No: 02-121610
DSA Appl. No.: 02-121610

Developer hereby submits for District's review and evaluation this Potential Contingency Draw ("PCD"), submitted in accordance with and subject to the terms of the Contract Documents, including but not limited to Sections 17.5.2 through 17.5.6 of Exhibit D to the Facilities Lease. Any spaces left blank below are deemed no change to cost or time.

Developer understands and acknowledges that documentation supporting Developer's PCD must be attached and included for District review and evaluation. Developer further understands and acknowledges that failure to include documentation sufficient to, in District's discretion, support some or all of the PCD, shall result in a rejected PCD.

	WORK PERFORMED OTHER THAN BY DEVELOPER	ADD	DEDUCT (Do Numbers as Negatives)
(a)	**Material** (attach suppliers' invoice or itemized quantity and unit cost plus sales tax @8.75%)	$0.00	
(b)	**Add Labor** (attach itemized hours and rates, fully Burdended, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)	$162,360.00	
(c)	**Add Equipment** (attach suppliers' invoice)	$0.00	
(d)	**Subtotal**	**$162,360.00**	
(e)	**Add overhead and profit for any and all tiers of Subcontractor,** the total not to exceed ten percent (10%) of Item (d)	$16,236.00	
(f)	**Subtotal**	**$178,596.00**	
(g)	**Add General Conditions Cost,** (if Time is Compensable) (Attach supporting documentation)	$0.00	
(h)	**Subtotal**	**$178,596.00**	
(i)	**Add Overhead and Profit for Developer** not to exceed (5%) of Item (h)	$8,929.80	
(j)	**TOTAL**	**$187,525.80**	
(k)	**Time** (zero unless indicated; "TBD Not Permitted)		**14 Calendar Days**

	WORK PERFORMED BY DEVELOPER	ADD	DEDUCT (Do Numbers as Negatives)
(a)	**Material** (attach itemized quantity and unit cost plus sales tax)	$928.63	
(b)	**Add Labor** (attach itemized hours and rates, fully Burdended, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)	$17,345.68	
(c)	**Add Equipment** (attach suppliers' invoice)	$1,424.00	
(d)	**Add General Conditions Cost,** (if Time is Compensable) (Attach supporting documentation)	$0.00	
(e)	**Subtotal**	**$19,698.31**	
(f)	**Add Overhead and Profit for Developer** not to exceed Spell Out Percent percent (15%) of Item (E)	$2,954.75	
(g)	**Subtotal**	**$22,653.06**	
	GRAND TOTAL	**$210,178.86**	
(h)	**Time** (zero unless indicated; "TBD Not Permitted)		**14 Calendar Days**

The undersigned Developer approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Developer knows are false are at the sole risk of Developer and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

It is expressly understood that the value of the extra Work or changes expressly includes any and all of Developer's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Developer is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

SUBMITTED BY:

Developer *Simon Murphy, Sr. Project Manager*

Date: 7/18/2024

ROBERT A.
BOTHMAN CONSTRUCTION

www.bothman.com

2690 Scott Boulevard ▪ Santa Clara, CA 95050 Tel 408. 279. 2277 ▪ Fax 408. 279. 2281

Project Name: McClatchy Ball Fields

PCO 26

CM Request

Description: **Includes:** Grind and overlay 1.5" asphalt section over existing asphalt. Budget to fully remove & replace (20) 10'x10' squares of damaged asphalt, including base rock touchup and full asphalt sections int these locations below the overlay. Re-stripe to match existing layout, including wheel stops.
Excludes: any and all regrading work, including verifying existing asphalt slopes to drain. repairing or re-setting utility boxes. NOTE: (n) asphalt will drain the same as existing

LABOR	Hours	S.T. Rate	Subtotal	Hours	O.T. Rate	Subtotal	Hours	D.T. Rate	Subtotal	Extended Amounts
Carpenter Foreman		$144.11			$184.86			$225.62		
Carpenter		$136.70			$173.75			$210.80		
Cement Mason Forema		$111.38			$143.54			$175.69		
Cement Mason		$104.86			$133.75			$162.64		
Laborer Foreman		$ 95.93			$122.54			$149.15		
Laborer	80.0	$ 93.08	$7,446.42		$118.27			$143.46		$7,446.42
Operator Foreman	80.0	$123.74	$9,899.26		$161.46			$199.19		$9,899.26
Operator		$118.46			$153.54			$188.62		
Site Superintendent		$149.12			$192.38			$235.64		
General Superintenden		$153.61			$205.99			$258.36		
Project Engineer		$ 99.06			$137.77			$176.48		
Project Manager		$167.25			$233.29			$299.32		
A - LABOR TOTAL	$17,345.68									$ 17,345.68

EQUIPMENT	Units/ Hours	Rate	Extended Amounts
		-	
Skid steer	16.0	$51.00	$816.00
Vibroplate	16.0	$38.00	$608.00
B - EQUIPMENT TOTAL			$1,424.00

MATERIALS*	No. Units	Unit Cost	Extended Amounts
Aggregate Base* (tons)	34	$25.00	$850.00
* for touch-up at (20) dig-outs			
C - MATERIAL TOTAL*			$928.63
*CA Sales Tax = 9.25%			

SUBCONTRACTOR	Contract Amount	Extended Amounts
Demo - Spot Removal at Damaged Ar	$8,997.00	$8,997.00
(20) each 10' x 10' square removals		
Grind & Overlay - 1.5" section	$128,112.00	$128,112.00
Deep Lift Pave Sections	$22,700.00	$22,700.00
(20) each 10' x 10' x 6" deep		
Restripe inc. Wheel stops	$18,787.00	$18,787.00
D - SUB-CONTRACT TOTAL		$178,596.00

ADDED PERCENTAGE (SEE SPECIFICATIONS)	BOX	Mark-Up %	Totals With Mark-Up
Total Cost of Labor	A	15%	$19,947.53
Total Cost of Equipment	B	15%	$1,637.60
Total Cost of Material	C	15%	$1,067.92
Total Cost of Subcontractors	D	5%	$187,525.80
TOTAL OF THIS REPORT			$210,178.86

CONSOLIDATED ENGINEERING INC.

July 17, 2024

Agency: Robert A Bothman

Address: 2690 Scott Blvd
Santa Clara, Ca 95050
Attention: Davis Ho

#VALUE!

Project Name: Bothman Mcclatchey
CEI Change Order Request: # 1
CEI Project No.: 24-0416

Mr. Ho,

We request a change order for the following items: pricing for the additional work requested ~~1. 290 LF of 4' wide HMA pathway 3" thick Bothman to demo and prepare sub grade for paving~~. 2. 60,150 SF of 1.5" mill and overlay. New speed bumps are included in CEI price. old speed bumps will not be salvageble

Item #	*Description*	*Contractor*	*Qty*	*Unit*	*Rate*	*Total*
~~1~~	~~290'x4' tennis court walkway~~ PRICED UNDER A SEPARATE COVER	~~CEI~~	~~1~~	~~LS~~	~~$15,360.00~~	~~$15,360.00~~
2	60,190 SF 1.5" mill and fill, new speed bumps included	CEI	1	LS	$128,112.00	$128,112.00
3	deep lift (20) 10'x10' areas 6" depth. Saw cut and removal by others	CEI	1	LS	$22,700.00	$22,700.00

Ten (10) Anticipated days to be added to the construction progress schedule due to work contained

Change Order Qualifications:
*** Any work not specifically defined in this COR, should be considered **excluded**.

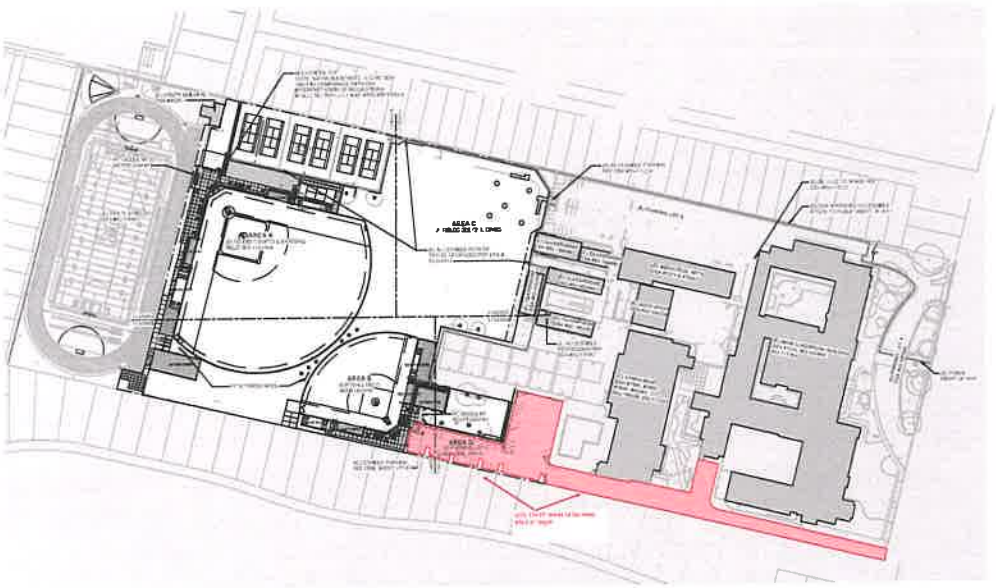
Upon Acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Consolidated Engineering Inc. is to proceed with the above changes in scope.
If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Consolidated Engineering Inc.

Casey Curtin
Casey Curtin
President
Consolidated Engineering Inc.

Quotation Accepted By:
Name of Agency

By: _____
Date: _____



1 SITE PLAN - ACCESSIBILITY SITE PLAN

GENERAL NOTES

LEGENDS

PARKING COUNT

LIONAKIS

PROJECT
MCCLATCHY HIGH SCHOOL
ATHLETIC FIELD RENOVATION

3066 FREEPORT BLVD,
SACRAMENTO, CA 95818

CLIENT
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

ISSUES		

TITLE
ACCESSIBILITY SITE PLAN

SHEET
GA101

DLC

CLEARING AND DEMOLITION

PROPOSED CHANGE ORDER

PCO: 4
Date: 7/12/2024
Job: McClatchy Softball and Baseball Fields

To:
RA Bothman

We propose to furnish all labor, equipment, and materials necessary to complete Selective Demolition for McClatchy Softball and Baseball Fields as follows:

Sawcut and remove damaged asphalt firelane areas.
Price is for 20 each 10'x10' squares of pavement. $8,997

Exclusions and Work to be Performed By Others:

Any required permits or bonds. Air quality notification, testing, or abatement of hazardous or contaminated waste or soil. Temporary construction fencing/security. All-weather access to work. Demolition work not noted or drawn on demolition sheets. Dust protection of areas outside of limit of work. Overtime or off-hours work. Buried or hidden debris. Backfill/compaction of excavations. Safe-off of utilities. Utility location or potholing. Saw cutting or removal of underground utilities other than listed above. Layout. Adhesive removal or floor prep. Sod stripping. Construction water and power. Shoring. Pavement subgrade removal. Disposal of unrecyclable concrete/asphalt. SWPPP BMP's and maintenance. Traffic control or traffic control plan.

Authorized

Signature _____

Steve Hay

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signed: _____

Dated: _____

This proposal may be withdrawn if not accepted within 30 days.

DON LAWLEY COMPANY, INC PO Box 31807 STOCKTON CA 95213 PHONE (209) 456-1185 FAX (209) 780-1972
CSLB 621509 DIR 1000003843 SBE(MB) 1799710

CHANGE ORDER # 2

ESTIMATE #:	24-82H

Date 7/16/2024

SIERRA TRAFFIC MARKINGS, INC.
9725 Del Road Suite B Roseville, Ca. 95747
(916) 774-9080 Office (916) 774-9088 Fax

TO

Robert A. Bothman, Inc.
2690 Scott Blvd
Santa Clara, CA 95050

Attn: Davis Ho
Office: 408-279-2277
Fax: 408-279-2281
Customer E-mail: dho@bothman.com

PROJECT NAME:	McClatchy Softball & Baseball
PROJECT ADDRESS:	
CITY:	Sacramento, CA
CUSTOMER JOB #:	24-301
AUTHORIZED BY:	Hunter Davis

The original contract agreement between Sierra Traffic Markings, Inc. and the contractor named above is here by modified and amended by the following deviations from the original contract.

DESCRIPTION OF CHANGE OR MODIFICATION

ITEM	QTY	UNIT	DESCRIPTION	TOTAL
			CHANGE ORDER #2	
	1	LS	MCCLATCHY GRIND & OVERLAY AREA STRIPING & WHEELSTOPS PER EXISTING	18,787.00
	6	EA	ADA Parking Stall (36" x 36" Symbol On Blue Background)	
	5	EA	ADA Crosshatch Area With 12" "NO PARKING" with Blue Outline	
	89	EA	Parking Stall (Single Line White)	
	2	EA	Crosshatched Crosswalk	
	5	EA	Crosshatch Area	
	25	EA	Parallel Stall	
	1	EA	Large Crosshatch Area	
	4	EA	Directional Arrow	
	1	EA	8' STOP Legend w/ 12" Limit Line	
	2	EA	Paint Speed Bump Yellow	
	160	LF	Detail 21	
	746	LF	Red Curb / Line with NO PARKING FIRE LANE Stenciling	
	60	LF	Green Curb	
	34	EA	4' Concrete Wheelstops (Provide & Install) (6 Painted Blue)	
			**********CONTINUES ONTO NEXT PAGE**********	

CHANGE ORDER TOTAL

It is mutually agreed that for such change the contract price is increased by
All provisions of the original contract and agreement shall remain in full force and effect, without change because of above deviations. All change orders must be approved before Sierra Traffic Markings can complete any additional work requested or required. Upon approval of all changes above, please sign, date and return back Sierra Traffic Markings, Inc..

Thank You,
Sierra Traffic Markings, Inc.

Upon Approval Please Sign Below

Authorized Name & Signature Date Accepted

Robert A. Bothman, Inc.
2690 Scott Blvd
Santa Clara, CA 95050

CHANGE ORDER # 2

ESTIMATE #:	24-82H

Date 7/16/2024

SIERRA TRAFFIC MARKINGS, INC.
9725 Del Road Suite B Roseville, Ca. 95747
(916) 774-9080 Office (916) 774-9088 Fax

TO

Robert A. Bothman, Inc.
2690 Scott Blvd
Santa Clara, CA 95050

Attn: Davis Ho
Office: 408-279-2277
Fax: 408-279-2281
Customer E-mail: dho@bothman.com

PROJECT NAME:	McClatchy Softball & Baseball
PROJECT ADDRESS:	
CITY:	Sacramento, CA
CUSTOMER JOB #:	24-301
AUTHORIZED BY:	Hunter Davis

The original contract agreement between Sierra Traffic Markings, Inc. and the contractor named above is here by modified and amended by the following deviations from the original contract.

DESCRIPTION OF CHANGE OR MODIFICATION

ITEM	QTY	UNIT	DESCRIPTION	TOTAL
			NOTE: This Change Order INCLUDES the Following Items: A) 1 Additional Mobilization NOTE: This Change Order EXCLUDES the Following Items: A) Removal of Existing Striping / Wheelstops For questions or concerns regarding this change order please contact Hunter Davis at 916-622-2923 (cell) or hunter@sierratrafficmarkings.com	
			CHANGE ORDER TOTAL	**$18,787.00**

It is mutually agreed that for such change the contract price is increased by **$18,787.00**
All provisions of the original contract and agreement shall remain in full force and effect, without change because of above deviations. All change orders must be approved before Sierra Traffic Markings can complete any additional work requested or required. Upon approval of all changes above, please sign, date and return back Sierra Traffic Markings, Inc..

Thank You,
Sierra Traffic Markings, Inc.

Upon Approval Please Sign Below

Authorized Name & Signature Date Accepted

Robert A. Bothman, Inc.
2690 Scott Blvd
Santa Clara, CA 95050